



**MEMBERSHIP BYLAWS**

**OF**

**HOAKALEI COUNTRY CLUB**

*Effective as of*  
*January 1, 2021*  
*(Supersedes Bylaws, dated March 1, 2011)*

**HOAKALEI COUNTRY CLUB**  
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# HOAKALEI COUNTRY CLUB

## MEMBERSHIP BYLAWS

### ARTICLE I. CLUB INFORMATION

#### Section 1.1. Name and Address.

The name of this club is Hoakalei Country Club ("Club"). The Club and its memberships are owned by Sankara Hawaii, LLC, a Hawaii limited liability company (the "Owner"). The address of the Club is 91-1620 Keoneula Boulevard, Ewa Beach, Hawaii 96706. The Club's principal office which shall be, until otherwise determined, located at 91-1620 Keoneula Boulevard, Ewa Beach, Hawaii 96706.

#### Section 1.2. Membership Bylaws.

These membership bylaws (the "Bylaws") amend, supersede and replace in their entirety any prior bylaws of the Club and set forth the terms and privileges of membership in the Club and the policies and procedures under which the Club is operated. These Bylaws are subject to change from time to time at the sole and absolute discretion of the Owner.

#### Section 1.3. Ownership and Management.

The Club shall be managed solely by the Owner through the Executive Director or General Manager of the Club (Executive Director or General Manager) selected by the Owner from time to time. The Club is not an equity club, and no Member of the Club, as that term is defined herein, shall, by virtue of Club membership, be an owner or partner of the Club or of the Owner or have any ownership or equity right or interest in the Club or any of the assets of the Club or the Owner.

#### Section 1.4. Voting Rights.

All Club memberships are non-voting.

#### Section 1.5. Purpose.

The purpose of the Club is to operate as a private club for the social and recreational benefit of its Members. Memberships in the Club shall not be intended as an investment for any Member, and a Member shall not have any expectation of making a profit from the ownership or future transfer of the membership.

#### Section 1.6. Rules and Regulations.

The Owner may establish and amend from time to time rules and regulations for the management and operation of the Club, its facilities, which include the golf, athletic, dining, and social facilities (collectively herein sometimes called the "Facilities"), and affiliate programs and for the conduct and attire of Members while using the Club ("Rules and Regulations"). Any amendments to the Rules and Regulations shall become effective immediately upon the posting of a copy in a conspicuous place at the Club, or by posting on the Club's website, or upon being

mailed to Members. The provisions of these Bylaws shall control in the event of any conflict or inconsistency between these Bylaws and the Rules and Regulations.

**ARTICLE II. FACILITIES**

Section 2.1. Availability of Facilities.

The Owner reserves the right, in its sole and absolute discretion, to discontinue or modify operation of any or all of the Facilities; to sell or otherwise dispose of the Facilities; and to make any other changes in the terms and conditions of membership or the Facilities available for use by Members. Use of the Facilities may be restricted or reserved from time to time as determined by the Owner and such restriction or reservation shall not result in any reduction or abatement of membership dues. The Owner may extend privileges of the Club and the right to use the Facilities to such other persons and upon such terms as the Owner may from time to time prescribe.

Section 2.2. Advisory Committee.

An Advisory Committee comprised of Members of the Club may be formed when all available memberships in the Club have been sold and at a time deemed appropriate at the Owner's discretion. Such Advisory Committee may, upon request by the Executive Director or General Manager, provide advice and counsel as to the operation and as to the Rules and Regulations of the Club. The Executive Director or General Manager of the Club, as a representative of the Owner, shall have the sole right to appoint the members of the Advisory Committee, or set forth a method or methods for the election of the Advisory Committee. Owner at its discretion may also set the number of persons who serve on the Advisory Committee, the length of service, the formation of committees, and other matters affecting the composition and operation of the Advisory Committee or formation of sub-committees.

**ARTICLE III. MEMBERSHIP**

Section 3.1. Qualifications.

Any person at least eighteen (18) years of age shall be eligible to apply for membership in the Club, subject to the additional eligibility requirements set forth for each classification of membership below.

Section 3.2. Definitions

a. The term "Spouse" shall mean the Primary Member's spouse, Spousal Equivalent or Significant Other (as those terms are defined below). The spousal relationship may be evidenced by a marriage license or its equivalent under state law (which may include a certificate of domestic partnership or civil union). In those situations where the spousal relationship is evidenced by a state law equivalent to a marriage license, the person who is not the Primary Member may be referred to herein as the "Spousal Equivalent." In the event that the relationship is not evidenced by either a marriage license or its equivalent under state law, (which such equivalent may include a certificate of domestic partnership or civil union), a Primary Member may designate one person (the "Significant Other") to receive the same privileges as the Primary Member, so long as: (a) the designated person and the Primary Member reside in the same primary residence, (b) the designated person is considered by and held out to the public as Primary Member's Significant Other, and (c) the Primary Member and the designated person

have executed a statement acceptable to the Owner stating the foregoing information. The designation of the Primary Member's Significant Other must be presented in writing and approved by the Owner (which approval may be withheld by the Owner in its sole discretion) and may not be changed more than once in any twelve (12) month period.

b. The term "Eligible Children" shall mean the unmarried children of the Primary Member who reside in the Primary Member's permanent residence, under the age of twenty-two (22). Eligible Children may also be referenced herein as "children" or "child." Spouse, Eligible Children and Tertiary Member (as defined below) may collectively be referred to as "Family Member."

c. The term "Guest" shall mean an individual who is personally known by the Member and who is admitted to the Club premises by personal introduction of, or in the physical company of, the Member. Guests shall be limited to those who accompany a Member onto the Club premises or for whom a Member has made prior arrangements with Club Management.

### Section 3.3. Eligibility.

Selection for membership in the Club shall be in accordance with procedures and criteria, established from time to time by the Owner. The Owner reserves the right to exclude persons from entering its property and from membership. Such exclusions from and invitations to membership, however, shall be extended without regard to age, race, national origin, gender, religion, sexual orientation or disability, as provided by law. Candidates for membership must complete and submit a Membership Application and Agreement in the form established by the Owner from time to time (the "Membership Agreement"). The Owner may accept or reject any invitee or applicant in its sole discretion, and the decision of the Owner in this regard shall be final.

Membership candidates shall be composed of those (i) reputable and financially qualified business entities (referred to herein as "Corporations"), and (ii) financially qualified persons of good character over the age of eighteen (18), in each case who have completed a Membership Agreement and paid the appropriate Initiation Payment (as defined herein). Invitations to be extended and unsolicited Membership Agreements received will be evaluated on the basis of the following criteria:

- a. Interest of a candidate in the use of a Club membership for social promotion and/or professional purposes;
- b. Financial responsibility and qualifications of the invitee, candidate, and/or Corporation; and
- c. Compatibility of an invitee, candidate and/or Corporation, or its Corporate Designee (as defined herein) with Members with respect to social and business settings.

### Section 3.4. Privileges.

Candidates accepted for membership are entitled to membership privileges in the selected

membership classification as such privileges and amenities are available and as may exist from time to time. Each membership shall have one eligible person designated as the Primary Member (the "Primary Member" or "Member"). The Primary Member's Spouse and Eligible Children, as defined herein, shall be entitled to the same privileges as the Primary Member, other than membership.

If the Primary Member elects not to designate a Spouse as being entitled to utilize his or her membership privileges, the Primary Member may alternatively designate one (1) blood-related or legally adopted adult child or parent ("Tertiary Member") for an additional fee to be determined from time to time by the Owner. Government issued documentation evidencing such relationship between the Primary Member and the Tertiary Member must be presented to and be approved by the Owner at the time such designation is made (which approval may be withheld at Owner's sole and absolute discretion). Once an individual is designated as the Primary Member's Tertiary Member, such designation may not be changed for a period of twelve (12) months, without exception.

The enjoyment of membership privileges by any person entitled thereto pursuant to this Section is subject to the terms, conditions and restrictions of these Bylaws, any Rules and Regulations as may be adopted by the Owner from time to time, and subject to the terms of the Membership Agreement. Any violation of the provisions of these Bylaws or the Rules and Regulations by a Primary Member, Spouse, Eligible Children, Tertiary Member or Guest shall be grounds for disciplinary action by the Owner as set forth in Article VI below.

#### Section 3.5. Membership.

Membership in the Club shall be evidenced by a copy of the Membership Agreement signed by the Member and the Owner indicating approval of the candidate for membership by the Owner. The Owner may also, in its discretion, provide Members with a certificate to evidence membership in the Club (the "Membership Certificate"). Members shall have a nonexclusive, revocable license to use the Facilities in accordance with the terms and conditions of the Members' membership classification, and as such Facilities are made available for Member use. The Club may allow outside supplemental golf play from time to time, including resort and tournament play. The membership of the Club shall consist of the membership classifications as the Owner may establish from time to time. The Owner shall have the authority to establish, modify, close, or discontinue any classification of membership and any category within such classification as the Owner from time to time may determine, in its sole discretion, to be in the best interest of the Club. The Owner may from time to time, in its sole discretion, prescribe or modify affiliate programs, initiation fees, monthly and annual dues, periodic economic incentives, privileges, and restrictions applicable to each classification of membership. The Owner requires payment by Member(s) of an initiation fee (the "Initiation Fee," or sometimes referred to herein as the "Initiation Payment"), as consideration for being permitted to join the Club.

#### Section 3.6. Total Memberships Available.

The total number of memberships issued in any classification and the privileges accorded each classification shall be determined by the Owner.

#### Section 3.7. Resignation from Membership.

A Member may resign from the Club at any time by giving written notice to the Owner.

Such resignation will be effective thirty (30) days following the date that the resignation is received by the Owner. A Member's obligation to pay dues ceases upon the effective date of the resignation unless the Member holds a transferable membership and elects to transfer the membership in accordance with Section 3.10. Members are required to complete payment of all prior financial obligations regardless of the effective resignation date such as installment payments for Initiation Fees or Member charge balances.

#### Section 3.8. Death of Member.

Any membership in any membership classification shall terminate upon the death of the last surviving spouse, Spousal Equivalent or Tertiary Member ("Surviving Family Member"), or in the case of a Corporate membership, upon the voluntary dissolution, liquidation, or cessation of the legal existence of the Corporation, except where an assignment or transfer of the membership is specifically allowed. If an assignment or transfer of a membership is permitted, the membership shall terminate in accordance with the applicable section of these Bylaws, including any addendum thereto. The Club must be notified in writing within sixty (60) days after the death of the Member by the Surviving Family Member of their desire to continue membership privileges. If written notice is not received within sixty (60) days after the death of the Member, monthly/annual dues owed to the Club shall continue to accrue until such notice is provided.

#### Section 3.9. Divorce.

In the event that a Club membership in any classification is held by persons in a spousal relationship (including spouses or Spousal Equivalents, but not Significant Others) and the spousal relationship is subsequently severed by separation or divorce, the Club membership privileges of the spouse or Spousal Equivalent shall terminate. If, however, a separation agreement or divorce decree provides for the transfer of the membership from the Primary Member to the former spouse or Spousal Equivalent, the transferee shall become and be treated as the Primary Member, subject to all Club requirements for membership. In no event shall a membership in any classification be divisible. During the pendency of divorce or separation, liability for all obligations under the membership will remain unchanged. If Owner, in its sole discretion, determines that prospects of payment are impaired or that the Primary Member and spouse/Spousal Equivalent are unable to make temporary arrangements for the membership satisfactory to the Owner, the Owner may suspend any or all privileges under the membership.

#### Section 3.10. Transfers Outside Club Procedures and Pledge of Memberships.

Any attempted transfer of a membership by a Member outside of the procedures set forth in these Bylaws, whether by sale, gift, testamentary disposition, or otherwise, shall be of no force and effect and shall confer no membership rights or rights to use the Club upon the transferee. Memberships may not be pledged; however, in the event a membership is pledged, in contravention of these Bylaws, to a lender who subsequently forecloses upon and transfers title to the membership, the Club may choose not to recognize such transfer or to allow such transfer upon such terms and conditions that it determines in its sole discretion.

#### Section 3.11. Transfer.

Only memberships designated as transferable in the Membership Agreement may be transferred, subject to and in accordance with the provisions of this section. Any membership not



specifically designated as transferable may not be transferred, and any transfer or attempted transfer thereof shall be void and shall not confer upon the transferee any of the privileges of a Member. No Member shall publicly advertise a membership for sale or permit such advertisement.

Any Member in good standing who holds a transferable membership as set forth in the Membership Agreement, and who desires to transfer the membership (the "Transferring Member") shall submit a written notice of intent to transfer to the Owner requesting such action. A Member who has unpaid and/or outstanding deposits, fees, dues or charges of any nature, in whole or in part, is not eligible to transfer his/her membership. Notice of intent to transfer shall be accompanied by the Transferring Member's Membership Certificate (if any) duly endorsed to the Owner and Member's Membership Card (in any).

(a) Members Accepted into Membership prior to February 1, 2015.

Transferring Members will be placed on a list (the "Transfer List") in chronological order of receipt of the Transferring Members' written notice of intent to transfer. However, a Transferring Member must be an active Member in good standing for three (3) years from his/her date of acceptance into membership before he/she can be placed on the Transfer List.

Each eligible membership will be transferred through the Club at the time the Transferring Member's name has accrued to the top of the Transfer List. As long as the Club has available memberships to sell in a particular classification the Member is seeking to transfer, every fourth (4<sup>th</sup>) membership issued in that classification will be taken from the top of the Transfer List, (i.e., once the Club has sold three (3) memberships in a classification, the next membership to be issued will come from the top of the Transfer List). At any time that the Club no longer has available memberships to sell in a particular classification, the Club will sell memberships in that classification from the Transfer List on a one to one basis, (i.e., each membership issued will be taken from the top of the Transfer List). If the Club subsequently has available memberships to sell in that classification at a later date, it will revert to the rotation described above. If, simultaneously with the notice of intent to transfer, however, the Transferring Member refers a new membership candidate to the Club who has completed a Membership Agreement for the same classification of membership as the Transferring Member's, the Transferring Member will not be required to be placed on the Transfer List.

As further conditions precedent to the transfer of the membership, the new membership candidate ("Transferee") must (i) be approved by the Owner in the same manner as other candidates for membership and (ii) pay the Owner one hundred percent (100%) of the Initiation Payment then being charged by the Owner for the classification of membership. Upon transfer of the membership, the Owner will pay the Transferring Member a "Transfer Payment" equal to a percentage of the required Initiation Payment paid by Transferee, as set forth in the Transferring Membership Agreement, if any; **provided that in no event shall the Transfer Payment exceed the amount of the original Initiation Payment paid by the Transferring Member to the Owner.** In the event, and only in the event, that there is no Transferring Membership Agreement or no percentage is set forth in the Transferring Membership Agreement, the Transfer Payment shall be an amount equal to fifty percent (50%) of the Initiation Payment actually paid by Transferee; provided however that in any case, the Transfer Payment shall not exceed the amount of the original Initiation Payment paid by the Transferring Member.

(b) Members Accepted into Membership after February 1, 2015.

A Transferring Member must refer a new membership candidate to the Club who has completed a Membership Agreement for the same classification of membership as the Transferring Member. However, a Transferring Member must be an active Member in good standing for five (5) years from his/her date of acceptance into membership before he/she can transfer his/her membership.

As further conditions precedent to the transfer of the membership, the Transferee must (i) be approved by the Owner in the same manner as other candidates for membership and (ii) pay the Owner one hundred percent (100%) of the Initiation Payment then being charged by the Owner for the classification of membership. Upon transfer of the membership, the Owner will pay the Transferring Member a "Transfer Payment." Transfer Payment shall be an amount equal to fifty percent (50%) of the Initiation Payment actually paid by Transferee; provided however that in any case, the Transfer Payment shall not exceed the amount of the original Initiation Payment paid by the Transferring Member.

(c) Full and Complete Release

The Transfer Payment shall be deemed to be full repayment due to the Transferring Member, even if the amount of the Transfer Payment is less than the amount of the original Initiation Payment. No Member is required to transfer a membership or accept a Transfer Payment; the decision to transfer the membership and to accept a Transfer Payment in lieu of repayment of an otherwise refundable Initiation Payment is at the election of the Member. Until the date of transfer, the Transferring Member shall continue to have the privileges and obligations of membership as set forth in these Bylaws, the Rules and Regulations, and the Membership Agreement, including, without limitation, the continuing obligation to pay dues for the classification of membership being transferred, and other charges, to the Owner.

THE TRANSFER OF A MEMBERSHIP TO THE TRANSFEREE SHALL OPERATE AS A FULL AND COMPLETE RELEASE BY THE TRANSFERRING MEMBER OF THE OWNER AND ITS AFFILIATES, OFFICERS, DIRECTORS, SHAREHOLDERS, MEMBERS, MANAGERS, EMPLOYEES AND REPRESENTATIVES OF ANY AND ALL LIABILITIES, CLAIMS, DEMANDS, ACTIONS OR CAUSES OF ACTION ARISING OUT OF OR RELATED TO THE MEMBERSHIP TRANSFERRED, INCLUDING A FULL RELEASE OF ANY OBLIGATIONS TO REFUND ANY INITIATION PAYMENT OR ANY OTHER FEES PAID BY THE TRANSFERRING MEMBER, IF APPLICABLE.

Section 3.12. Redemptive Right.

In the event of a dispute between a Member and the Owner, or for any other reason determined by the Owner in its sole discretion, the Owner may redeem a Member's membership by repaying the Member the Initiation Payment (without interest or premium of any kind) paid to the Club at the time the Member joined the Club. Upon payment, the Member's rights and interests in the Club will immediately cease, and the Member shall automatically be deemed to have relinquished any and all claims associated with the membership and the Member's use of the

membership. Owner is under no obligation whatsoever to redeem any membership at any time.

Section 3.13. No Assessments.

Members will not be subject to operating or capital assessments.

## **ARTICLE IV. MEMBERSHIP CLASSIFICATION**

### **Section 4.1. Resident Golf Memberships.**

(a) Resident Category 1: A Category 1 Resident Golf Membership is available to individual membership candidates who are legal residents of the State of Hawaii or own Hawaii real property. Members are allowed to use all of the Facilities made available at the Club from time to time for use by Members, Family or Tertiary Members, and Guests. Members are required to pay monthly dues as provided in the Member's Membership Agreement. Members are not required to pay a Greens Fee, as set buy the Owner from time to time, for the use of the golf facilities or athletic facilities. Members are required to pay the quarterly or annual F&B Minimum (one F&B Minimum per Membership), as defined in the Rules and Regulations and such F&B credit must be used as stated in Article 7.1 of the Rules and Regulations. Fees may be required for the use of other recreational facilities. Greens Fee, which shall be determine by the Owner from time to time, must be paid for golf play by Member's Guests. Members in this category may reserve tee times up to 30 days in advance. A Category 1 Resident Golf Membership is not transferable. The Owner may from time to time, in its sole discretion, prescribe or modify affiliate programs, initiation fees, dues, periodic economic incentives, privileges, and restrictions pursuant to Section 3.4 herein.

(b) Resident Category 2: A Category 2 Resident Golf Membership is available to individual membership candidates who are legal residents of the State of Hawaii or own Hawaii real property. Members are allowed to use all of the Facilities made available at the Club from time to time for use by Members, Family or Tertiary Members, and Guests. Members are required to pay monthly dues as provided in the Member's Membership Agreement. Members are not required to pay a Greens Fee for the use of the golf facilities or athletic facilities. Members are required to pay the quarterly or annual F&B Minimum (one F&B minimum per Membership), as defined in the Rules and Regulations and such F&B credit must be used as stated in Article 7.1 of the Rules and Regulations. Fees may be required for the use of other recreational facilities. Greens Fee, which shall be determined by the Owner from time to time, must be paid for golf play by Member's Guests. Members in this category may reserve tee times up to 30 days in advance. A Category 2 Resident Golf Membership may be transferable. The Owner may from time to time, in its sole discretion, prescribe or modify affiliate programs, initiation fees, dues, periodic economic incentives, privileges, and restrictions pursuant to Section 3.4 herein.

(c) Resident Category 3 (Corporate): A Category 3 Resident Golf Membership is available to corporate membership candidates actively conducting business within the State of Hawaii and is registered with the Hawaii Department of Commerce & Consumer Affairs. Membership shall be applied for and issued in the name of the Corporation that is to own the membership and whether a Corporation qualifies under this category shall be determined at the Owner's sole discretion.

The Corporation shall have the right to determine its designee(s), who may be directors, officers or employees of the Corporation, entitled to exercise and enjoy the privileges of membership (each a "Corporate Designee"). The Corporate Member in this Category shall have the right to designate two (2) Corporate Designees. Corporate Designees are allowed to use all of the Facilities made available at the Club from time to time for use by Corporate Designees, Family or Tertiary Members, including family privileges provided to Members in Section 3.3 herein, and Guests. The Corporation is required to pay monthly dues as provided in the Membership Agreement. Members are not required to pay a Greens Fee for the use of the golf facilities or athletic facilities. Members are required to pay the quarterly or annual F&B Minimum (one F&B minimum per Membership), as defined in the Rules and Regulations and such F&B credit must be used as stated in Article 7.1 of the Rules and Regulations. Fees may be required for the use of other recreational facilities. Greens Fee, which shall be determined by the Owner from time to time, must be paid for golf play by Corporate Designee's Guests. Members in this category may reserve tee times up to 30 days in advance.

Each Corporate Designee must be approved by the Owner in the same manner as other candidates for membership. Each Corporate Designee may be changed by the Corporation one time per year, subject to (i) the approval by the Club of the substitute Corporate Designee in the same manner as other candidates for membership, (ii) payment by the Corporation of the then current redesignation fee and (iii) compliance with the then current redesignation policy of the Club. The Club will provide invoices for dues, charges, and other usage fees, directly to each Corporate Designee who incurred such dues, fees and charges. However, the Corporation and the particular Corporate Designee in question shall be jointly and severally liable for payment of all dues, charges and other usage fees under the Corporate Membership. The purchase of any membership by a Corporation and any subsequent change in the Corporate Designee must be authorized in writing by an officer, director or principal of the Corporation. Corporate Memberships in all membership classes shall terminate upon the dissolution, liquidation or cessation of the legal existence of the Corporation. If the Corporation is a sole proprietorship, the Corporate Membership shall terminate upon the death of the principal. Provisions of these Bylaws and of the Rules and Regulations which, by their nature apply to natural human beings (such as, by way of example and not limitation, provisions related to personal conduct, dress code, usage of the Facilities, and participation in committees), shall apply to the Corporate Designee. A Category 3 Resident Golf Membership is not transferable. The Owner may from time to time, in its sole discretion, prescribe or modify affiliate programs, initiation fees, dues, periodic economic incentives, privileges, and restrictions pursuant to Section 3.4 herein.

- (d) Resident Category 4 (SOCIAL MEMBER) A Category 4 Resident Golf Membership is available to individual membership candidates who are legal residents of the State of Hawaii or own Hawaii real property. Members are allowed to use all of the Facilities made available at the Club from time to time for use by Members, Family or Tertiary Members, and Guests. Members are required to pay monthly dues as provided in the Member's Membership Agreement. Members are not required to pay a Greens Fee one round per month for the use of the golf facilities. Members are required to pay Green Fees at the applicable rates for any subsequent rounds. Members are required to pay the quarterly or annual F&B Minimum (one F&B minimum per Membership), as defined in the Rules and Regulations and such F&B credit must be used as stated in Article 7.1 of the Rules and Regulations. Fees may be required for the use of other recreational facilities. Greens Fee, which shall be determined by the Owner from time to time,

must be paid for golf play by Member's Guests. Members in this category may reserve tee times after 10am up to 30 days in advance. A Category 4 Resident Golf Membership is not transferable. The Owner may from time to time, in its sole discretion, prescribe or modify affiliate programs, initiation fees, dues, periodic economic incentives, privileges, and restrictions pursuant to Section 3.4 herein.

- (e) Resident Category 5 (Corporate Social Member): A Category 5 Resident Golf Membership is available to corporate membership candidates actively conducting business within the State of Hawaii and is registered with the Hawaii Department of Commerce & Consumer Affairs. Membership shall be applied for and issued in the name of the Corporation that is to own the membership and whether a Corporation qualifies under this category shall be determined at the Owner's sole discretion.

The Corporation shall have the right to determine its designee(s), who may be directors, officers or employees of the Corporation, entitled to exercise and enjoy the privileges of membership (each a "Corporate Designee"). The Corporate Member in this Category shall have the right to designate two (2) Corporate Designees. Corporate Designees are allowed to use all of the Facilities made available at the Club from time to time for use by Corporate Designees, Family or Tertiary Members, including family privileges provided to Members in Section 3.3 herein, and Guests. The Corporation is not required to pay a Greens Fee one round per month per Designee for the use of the golf facilities. The Corporation is required to pay Green Fees per Designee at the applicable rates for any subsequent rounds. The Corporation is required to pay the quarterly or annual F&B Minimum (one F&B minimum per Membership), as defined in the Rules and Regulations and such F&B credit must be used as stated in Article 7.1 of the Rules and Regulations. Fees may be required for the use of other recreational facilities. Greens Fee, which shall be determined by the Owner from time to time, must be paid for golf play by Corporate Designee's Guests. Members in this category may reserve tee times after 10am up to 30 days in advance.

Each Corporate Designee must be approved by the Owner in the same manner as other candidates for membership. Each Corporate Designee may be changed by the Corporation one time per year, subject to (i) the approval by the Club of the substitute Corporate Designee in the same manner as other candidates for membership, (ii) payment by the Corporation of the then current redesignation fee and (iii) compliance with the then current redesignation policy of the Club. The Club will provide invoices for dues, charges, and other usage fees, directly to each Corporate Designee who incurred such dues, fees and charges. However, the Corporation and the particular Corporate Designee in question shall be jointly and severally liable for payment of all dues, charges and other usage fees under the Corporate Membership. The purchase of any membership by a Corporation and any subsequent change in the Corporate Designee must be authorized in writing by an officer, director or principal of the Corporation. Corporate Memberships in all membership classes shall terminate upon the dissolution, liquidation or cessation of the legal existence of the Corporation. If the Corporation is a sole proprietorship, the Corporate Membership shall terminate upon the death of the principal. Provisions of these Bylaws and of the Rules and Regulations which, by their nature apply to natural human beings (such as, by way of example and not limitation, provisions related to personal conduct, dress code, usage of the Facilities, and participation in committees), shall apply to the Corporate Designee. A Category 5 Resident Golf Membership is not transferable. The Owner may from

time to time, in its sole discretion, prescribe or modify affiliate programs, initiation fees, dues, periodic economic incentives, privileges, and restrictions pursuant to Section 3.4 herein.

- (f) Resident Category 6 (DINING MEMBER) A Category 6 Resident Membership is available to individual membership candidates who are legal residents of the State of Hawaii or own Hawaii real property. Members are allowed to use the restaurant and lounge for Members and their Guests. Members are required to pay the quarterly or annual F&B Minimum (one F&B minimum per Membership), as defined in the Rules and Regulations and such F&B credit must be used as stated in Article 7.1 of the Rules and Regulations. Members in this category do NOT have golfing privileges, pool or hot tub privileges or locker room access. A Category 6 Resident Golf Membership is not transferable. The Owner may from time to time, in its sole discretion, prescribe or modify affiliate programs, initiation fees, dues, periodic economic incentives, privileges, and restrictions pursuant to Section 3.4 herein.

#### **Section 4.2. Non-Resident Golf Memberships.**

(a) Non-Resident Category 1: A Category 1 Non-Resident Golf Membership is available to individual membership candidates who are not citizens of the United States or are not legal residents of the State of Hawaii. Members are allowed to use all of the Facilities made available at the Club from time to time for use by Members, Family or Tertiary Members, and Guests. Members are required to pay annual dues as provided in the Member's Membership Agreement. Members are not required to pay a Greens fee for the use of the golf facilities or athletic facilities. Fees may be required for the use of other recreational facilities. Greens Fee, which shall be determined by the Owner from time to time, must be paid for golf play by Member's Guests. Members in this category may reserve tee times up to 90 days in advance. A Category 1 Non-Resident Golf Membership is not transferable. The Owner may from time to time, in its sole discretion, prescribe or modify affiliate programs, initiation fees, dues, periodic economic incentives, privileges, and restrictions pursuant to Section 3.4 herein.

(b) Non-Resident Category 2: A Category 2 Non-Resident Golf Membership is available to individual membership candidates who are not citizens of the United States or are not legal residents of the State of Hawaii. Members are allowed to use all of the Facilities made available at the Club from time to time for use by Members, Family or Tertiary Members, and Guests. Members are required to pay annual dues as provided in the Member's Membership Agreement. Members are not required to pay a Greens Fee for the use of the golf facilities or athletic facilities. Fees may be required for the use of other recreational facilities. Greens Fees, which shall be determined by the Owner from time to time, must be paid for golf play by Member's Guests. Members in this category may reserve tee times up to 90 days in advance. A Category 2 Non-Resident Golf Membership may be transferable. The Owner may from time to time, in its sole discretion, prescribe or modify affiliate programs, initiation fees, dues, periodic economic incentives, privileges, and restrictions pursuant to Section 3.4 herein.

(c) Non-Resident Category 3 (Corporate): A Category 3 Non-Resident Golf Membership is available to international and foreign corporate membership candidates not conducting business within the State of Hawaii. Membership shall be applied for and issued in the name of

the Corporation that is to own the membership and whether a Corporation qualifies under this category shall be determined at the Owner's sole discretion.

The Corporation shall have the right to determine its designee(s), who may be directors, officers or employees of the Corporation, entitled to exercise and enjoy the privileges of membership (each a "Corporate Designee"). The Corporation shall have the right to designate two (2) Corporate Designees. Corporate Designees are allowed to use all of the Facilities made available at the Club from time to time for use by Corporate Designees, Family or Tertiary Members, including family privileges provided to Members in Section 3.3 herein, and Guests. The Corporation is required to pay annual dues as provided in the Membership Agreement. Corporate Designees are not required to pay greens fees for the use of the golf facilities or athletic facilities. Fees may be required for the use of other recreational facilities. Greens fee, which shall be determined by the Owner from time to time, must be paid for golf play by Corporate Designee's Guests. Members in this category may reserve tee times up to 90 days in advance.

Each Corporate Designee must be approved by the Owner in the same manner as other candidates for membership. Each Corporate Designee may be changed by the Corporation one time per year, subject to (i) the approval by the Club of the substitute Corporate Designee in the same manner as other candidates for membership, (ii) payment by the Corporation of the then current redesignation fee and (iii) compliance with the then current redesignation policy of the Club. The Club will provide invoices for dues, charges, and other usage fees, directly to each Corporate Designee who incurred such dues, fees and charges. However, the Corporation and the particular Corporate Designee in question shall be jointly and severally liable for payment of all dues, charges and other usage fees under the Corporate Membership. The purchase of any membership by a Corporation and any subsequent change in the Corporate Designee must be authorized in writing by an officer, director or principal of the Corporation. Corporate Memberships in all membership classes shall terminate upon the dissolution, liquidation or cessation of the legal existence of the Corporation. If the Corporation is a sole proprietorship, the Corporate Membership shall terminate upon the death of the principal. Provisions of these Bylaws and of the Rules and Regulations which, by their nature apply to natural human beings (such as, by way of example and not limitation, provisions related to personal conduct, dress code, usage of the Facilities, and participation in committees), shall apply to the Corporate Designee. A Category 3 Resident Golf Membership is not transferable. The Owner may from time to time, in its sole discretion, prescribe or modify affiliate programs, initiation fees, dues, periodic economic incentives, privileges, and restrictions pursuant to Section 3.4 herein.

#### Section 4.3. Change in Membership Classification.

At the Owner's sole discretion, the Club may, from time to time, permit a Member to change his or her membership classification. In this event, the Owner reserves the right to set forth the policies and procedures for such change in membership classification and condition such change upon acceptance of and compliance with said policies and procedures by the Member requesting the change. The Owner may discontinue permitting changes in membership classification at any time.

#### Section 4.4. Discontinuance of a Membership Classification.

Any current membership classification may be discontinued at the Owner's sole discretion at which point no further person or entity may enter such membership classification. A Member in a discontinued membership classification shall be able either to: (1) continue membership in such discontinued classification; provided however, such Member shall not be able to transfer such discontinued membership to any other person or entity even if the Membership Agreement allows a transfer of membership for that classification or (2) transfer to another membership classification upon meeting the criteria for such other membership classification and payment of any transfer fees as determined by the Owner.

## **ARTICLE V. FINANCIAL OBLIGATIONS**

### **Section 5.1. Financial Responsibility.**

Each Primary Member shall be legally and financially responsible for his/her acts and omissions, including damage to Facilities, as well as those of the Primary Member's Family or Tertiary Members and Guests. Further, each Primary Member shall expressly be financially responsible for payment of any charges or other indebtedness incurred by the Primary Member and the Primary Member's Family or Tertiary Members and Guests.

### **Section 5.2. Dues.**

Each Member shall pay the requisite dues for the Member's classification of membership. The Owner shall have the right, in its sole discretion, to establish (and amend from time to time) the dues for each classification of membership and for the categories thereof. The obligation to pay dues is not dependent on the availability of all of the Facilities or the frequency of use. Repair and maintenance of the Facilities and other occurrences may make it necessary for the Owner to change hours of use or restrict the use of the Facilities or to close the Club temporarily. The Owner will not reduce or suspend dues during the time when the Facilities, in whole or in part, are not available.

### **Section 5.3. Administrative Charges.**

The Club account of each Member shall be due and payable upon receipt of the Member's statement. Any account which remains unpaid for a period of thirty (30) days after the billing date shall be considered delinquent, and the Club will assess a charge of one and one-half (1.5%) of the delinquent amount, per month, plus fees and costs, for interest and the additional administrative expenses incurred and effort required in seeking to collect said delinquent amount. In the event the amount charged is in excess of the maximum amount provided for under state law, the Club may refund any overpayment without penalty. Administrative Charges shall accrue from the date of the monthly statement. Members having past due bills may be charged a reinstatement fee to reactivate an account once it is deemed delinquent. The Club may, in its discretion, require each Member to furnish the Club with at least one valid commercial credit card number and to authorize its use by the Club for past due accounts. The Member will be solely responsible for ensuring the Club has a current credit card number and expiration date on file at all times. Payments on delinquent accounts shall be applied first to reduce administrative charges and accrued dues, then to food and beverage charges, and then to any other charges.

### **Section 5.4. Setoff.**



At any time and from time to time, the Owner may set off any and all amounts due and owing a Member by Owner against any and all amounts due and owing the Owner by such Member or the Member's successors or assigns. In addition to the foregoing and to all liens upon and rights of setoff against the monies or other property of a Member by law or hereunder, the Owner shall have, with respect to a Member's obligations to the Owner under these Bylaws, or otherwise, and to the extent permitted by law, a contractual possessory security interest in and right of setoff against the Member's membership in the Club, and each Member hereby assigns, conveys, delivers, pledges and transfers to the Owner, all of the Member's right, title and interest in and to the Member's membership in the Club, and all deposits, monies, and other property of such Member now or hereafter in the possession of or on deposit with the Owner, whether held jointly with someone else, or whether held for safekeeping or otherwise.

## **ARTICLE VI. DISCIPLINARY ACTION**

### **Section 6.1. Grounds.**

The Owner shall have the power to reprimand, suspend, expel, or otherwise discipline any Member, Family or Tertiary Member, or Guest for committing any violation of these Bylaws or the Rules and Regulations; for conduct unbecoming a Member; for any offense against the best interests of the Club; or for other good and sufficient cause determined by the Owner. The Owner shall further have the power to reprimand, suspend, expel, or otherwise discipline any Member for nonpayment of dues and accounts as set forth in these Bylaws and/or the Rules and Regulations.

### **Section 6.2. Delinquent Accounts.**

(a) **30 DAYS PAST DUE.** If a Member's account becomes thirty (30) days past due, the Member shall be notified in writing that the Member's charging privileges have been suspended, and the Member may also be contacted by telephone or by electronic mail.

(b) **60-90 DAYS PAST DUE.** Any Member whose account becomes sixty (60) to ninety (90) days past due shall be notified in writing and may be contacted by telephone. Such Member shall also be denied any charging and golf playing privileges until the Member's account is brought current.

(c) **90 DAYS PAST DUE– LOSS OF USE RIGHTS.** Any Member with an account more than ninety (90) days past due shall lose and forfeit all membership privileges without further notice, but such forfeiture shall not prejudice or affect, in any manner, the right of the Owner to collect such delinquent indebtedness. The membership privileges may be reinstated, at the sole discretion of the Owner, upon payment in full of all past due dues, fees and other charges, including any late charges owed. A membership terminated for nonpayment may be reinstated, if at all, at the sole discretion of the Owner and upon such terms as the Owner may determine.

### **Section 6.3. Member Complaint and Discipline.**

Complaints concerning the conduct of any Member, Family or Tertiary Member, or Guest and/or any Member's fitness or suitability for membership in the Club, with the exception of complaints regarding the nonpayment of dues or other amounts owing, shall be submitted in

writing to the Executive Director or General Manager. Within thirty (30) days following receipt of the complaint, the Owner may determine that the charge in such complaint lacks sufficient merit to proceed thereon or to take such disciplinary action as the Owner deems appropriate. The Executive Director or General Manager may also at any time initiate a complaint against a Member. If the Member being disciplined desires to challenge or appeal the action taken by the Owner, he/she must submit to the Owner written notice of such challenge or appeal within seven (7) days of any notice given regarding the disciplinary action to be taken. Within twenty (20) days of receipt of such notice, the Owner may convene a Special Committee, the members of which will be selected by the Owner and will consist of at

least three (3) individuals who may be Members from the general membership, employees of the Club, or anyone else at the Owner's determination. The members of this Special Committee may change each time the Special Committee is convened. The function of the Special Committee will be to review the facts concerning the complaint and the evidence provided and render an opinion on the fairness and suitability of the Owner's action against the Member. The Owner may, in its sole judgment, deem it in the best interests of the Club to suspend the Member until the Special Committee has rendered an opinion and the Owner has made its final decision. Within thirty (30) days after receipt of the Special Committee's opinion, the Owner will inform the Member of its final decision by sending said decision in writing to the last known address of the Member by ordinary United States mail. Said decision need not be influenced by the opinion of the Special Committee as said opinion is only advisory. If the Owner elects not to convene a Special Committee, the Owner shall make a final decision without such advisory opinion. The decision of the Owner as to sufficiency of the cause for removal, or suspension or other disciplinary action shall be final and shall be mailed to the Member as provided above.

**Section 6.4. Consequences of Suspension or Expulsion.**

In the event that a Member is expelled or temporarily suspended from the Club, such Member, and any other person (i.e., the Primary Member's Spouse, Spousal Equivalent, Significant Other, Tertiary Member or children) who would also be entitled to the rights and privileges of such membership, shall be permanently barred in the event of expulsion (unless separate membership is obtained by such other persons) or temporarily barred during the period of suspension, as the case may be, from admittance to the Club, both under the Member's own membership and as a Guest of another Member. No dues abatement or reduction will apply during any period of suspension. Expulsion results in the termination of the expelled Member's membership. In the event of expulsion or suspension, notice by any means directed to the Member's last known address shall be sufficient. All rights of membership are terminated upon expulsion, including any rights of transferability or any rights to receive an earlier full or partial refund of amounts paid to the Club, if applicable.

**ARTICLE VII. WAIVER OF LIABILITY; RELEASE; INDEMNIFICATION**

**Section 7.1 Non-Liability for Injuries: Waiver of Liability.**

In consideration of the privileges described herein, each Member and each person using the Facilities, equipment and amenities of the Club through a Member's membership, expressly agrees that (i) all use of the Facilities, equipment and amenities is undertaken at the sole risk of the user, and the Owner shall not be liable for any injuries or damages to any Member or other

persons; and (ii) the Owner and its affiliates, officers, directors, shareholders, managers, members, agents and employees shall not be subject to and are hereby released and forever discharged from any claims or demands whatsoever, including, without any limitation, those claims or demands resulting from acts or omissions of active or passive negligence on the part of the Owner or its affiliates, officers, directors, shareholders, managers, members, agents or employees.

#### Section 7.2. Personal Property: Waiver of Liability.

Due to the number of Guests and other persons granted access to the Club, the Owner cannot guarantee the security of personal property. Therefore, each Member and each person using the Facilities is required to take precautions against theft and to properly secure all articles of personal property. In consideration of the privileges described herein, each Member and each person using the Facilities, equipment and amenities agrees that the Owner is not responsible or liable for property damaged, lost or stolen in or about the Club, or left in lockers, or for loss or damage to any property, including, but not limited to, automobiles and the contents thereof. Any storage facilities or lockers provided at the Club are offered as a convenience to Members and others, and the Owner does not represent or warrant that the lockers or storage facilities are safe and secure, nor does it guarantee that any items placed therein are or will be secure.

#### Section 7.3. Binding Effect; Waiver of Liability; 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 or Tertiary Members and Guests, to be bound by these Bylaws and the Rules and Regulations. Furthermore, each Member agrees (i) to hold harmless the Owner and its affiliates, officers, directors, shareholders, managers, members, agents and employees, (ii) to indemnify the same from any claim, liability or loss which results from or is connected with any violation of these Bylaws or the Rules and Regulations by the Member, the Member's Family or Tertiary Members, or the Member's Guests, or any dispute arising from membership, or any use of the Facilities or premises (including the use, misuse or failure of any equipment used by the Member, Family or Tertiary Members or the Member's Guests).

#### Section 7.4. Waiver of Liability; Release and Disclaimer; Indemnification.

While using the Facilities or participating in Club events, whether on or off the Club's premises, Members and their Guests are charged with the responsibility of using proper judgment and caution at all times. Neither the Club nor the Owner assumes any liability for injuries caused to or incurred by any Member, user, or Guest, or for damage to property resulting from the use of the Facilities. Consequently, any Member, Guest, or other person who uses or accepts the use of any of the Facilities or services, or engages in any athletic contest, exercise or other Club activity, either on or off the premises, does so at his or her own risk and shall hold the Owner, and its affiliates, officers, directors, shareholders, managers, members, agents and employees, harmless from any injury, damage, claim or liability resulting from such use or engagement.

#### Section 7.5 Liability to Third Party; Indemnification.

Members, Family or Tertiary Members and their Guest are solely and directly responsible

for damage or injury caused to third parties while using the Facilities or participating in Club events, whether on or off the Club's premises. This includes injury or damage to individuals, neighborhood homes or cars driving by the golf course or driving range caused by errant golf balls, golf carts, golf clubs and other golf equipment. Members, Family or Tertiary Members and their Guests must immediately report such damage or injury to the Executive Director or General Manager. Members, Family or Tertiary Members and their Guest shall hold harmless and indemnify the Owner and its affiliates, officers, directors, shareholders, managers, members, agents and employees from any claim, liability or loss which results from such injury or damage.

## **ARTICLE VIII. MISCELLANEOUS**

### **Section 8.1. Associations.**

Members from time to time may form associations or groups which meet at the Facilities and share a common interest, which such common interest may or may not be related to the Club. The Owner does not assume any responsibility nor accept or incur any liability for the activities of any such association or group. Each association or group may develop its own rules or policies for self-governance, provided that no association rules or policies may be contrary to or in conflict with these Bylaws, the Rules and Regulations, or the policies established by the Owner. The Owner reserves the right to restrict or terminate the use of the Facilities by any association which the Owner determines to be contrary to the philosophy or best interests of the Club.

### **Section 8.2. Notices.**

Except where otherwise clearly specified herein, whenever any notice, statement, billing or other communication is required or permitted to be given to a Member under these Bylaws, it shall be given in writing and shall be sent by United States mail, postage prepaid, to Member's last known address or delivered electronically based on the preference of the Member and last known email address on file in the office of the Club. Any notice, statement, billing or other communication so sent shall be deemed to have been given and received on the seventh day following the date of its deposit in the United States mail or delivery by electronic mail.

### **Section 8.3. Independent Entity.**

The Members recognize and acknowledge that the Owner is an independent entity, chartered under the laws of the state in which the Club is located, to whom the Members will solely look and who is solely responsible for the obligations and liabilities of the Owner recited herein, arising hereunder, or in any manner related to the transactions contemplated hereby. The Members further recognize and acknowledge that no other entity or entities, including (i) the Owner's parent company or companies, (ii) any individual, or (iii) any entity affiliated with the Owner which may form, organize, provide services to, provide loans and funds to, negotiate for, provide personnel to, make representations on behalf of, and from time to time take actions on behalf of or for the benefit of the Owner, by direct dealings with the Members or those acting for them, is in any manner liable or responsible for the obligations and liabilities of the Owner, whether recited herein, arising hereunder, or in any manner related to the transactions contemplated hereby.

Section 8.4. Amendment to Bylaws.

The Owner shall have the right, without notice, to adopt new Bylaws and amend, modify, or waive these Bylaws at any time and from time to time. Any such amendment, modification or waiver shall be effective immediately upon posting.

Section 8.5. Hawaii Law Governs.

These Bylaws the Rules and Regulations, and the terms of the Membership shall be governed by the laws of the State of Hawaii.

**HOAKALEI COUNTRY CLUB  
MEMBERSHIP BY-LAWS  
ACKNOWLEDGEMENT FORM**

I hereby acknowledge that I have received, reviewed and understand all the content of the Membership By-Laws. I understand that a reference copy is available at the country club and may request for a copy. The primary member is responsible to ensure that all other members covered under his/her membership understand and abides by the By-Laws. I understand that Hoakalei Country Club may amend the Membership By-Laws from time to time.

Membership By-Laws Dated January 1, 2021

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PRINT PRIMARY MEMBER NAME

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SIGNATURE OF PRIMARY MEMBER

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DATE

Please detach this page and submit it to the country club after you have reviewed and signed this form at your earliest convenience.



RULES AND REGULATIONS

**Effective January 1, 2021**

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## ARTICLE I

### DEFINITIONS AND APPLICATION

#### 1.1 General

(a) These Rules and Regulations (the "Rules") shall govern the use and enjoyment of the recreational amenities and the Facilities, as defined in the Membership Bylaws, at Hoakalei Country Club (the "Club"). The Club reserves the right to amend or modify the Rules at its sole discretion without notice to its Members.

(b) The Facilities are private facilities, owned by Hoakalei Country Club Good Kaisha, a Japan Corporation ("Owner"), and managed by a third party designated by Owner, Sankara Hawaii, LLC ("Manager"). Owner, Manager and the Club are hereinafter collectively referred to as "Management."

(c) It is the intent of Management to limit these Rules to the minimum that are required to ensure the enjoyment of the Facilities by the Members and Family Members and Guests, as defined in the Membership Bylaws. The obligation of enforcing these Rules lies in the hands of a carefully trained staff whose principal responsibility is to assure the Members, Family Members, and Guests of all the courtesies, comforts and services to which they are entitled. It is also the duty of the Members, Family Members, and Guests to know the Rules and to cooperate with Management and its staff in the enforcement of these Rules.

#### 1.2 Gender

References in these Rules to a masculine pronoun should be understood to include the feminine when appropriate.

#### 1.3 Applicability of Rules

Notwithstanding that some of these Rules are addressed only to Members, where applicable, these Rules shall apply to all (a) Members; (b) Family Members; (c) authorized guests of Members; (d) authorized guests of Management; and (e) any other user authorized to use the Facilities by Management in its sole discretion from time to time.

## ARTICLE II

### GENERAL RULES

#### 2.1 General Rules

(a) The Facilities shall be open on the days and during the hours established from time to time by Management. Management shall have the right, in its sole discretion, to restrict access to the Facilities as required or necessary for maintenance or repair, or for other purposes requiring restricted access such as tournaments and special events.

(b) Alcoholic beverages shall not be served, sold or consumed on the Facilities except as permitted by the laws of the State of Hawaii.

- (c) Television viewing in the clubhouse shall be limited to television programs and special events selected or programmed by Management. Television equipment shall be handled and adjusted only by authorized employees of the Club.
- (d) Vehicles must be parked properly in the designated areas in the parking areas of the Facilities. Unloading zones, no parking areas and the entrances to the Facilities may not be used for parking at any time. Overnight parking is not permitted without the permission of Management. Parking of vehicles is at the sole risk of Members, Family Members, and guests. Management and its employees shall not be responsible for damage caused by or to vehicles owned or operated by Members, Family Members, and guests. Reserved parking stalls may be designated for certain membership categories and at the sole discretion of Management.
- (e) To facilitate the proper management of the Facilities, all complaints, criticisms or suggestions of any kind relating to the Club should be written, signed and addressed to "Hoakalei Country Club."
- (f) The roster or list of Members shall not be used by or given to anyone by a Member for any reason whatsoever and shall be furnished to Members solely for social purposes and shall in no event be used for any business purposes including, without limitation, solicitation, mass mailings, or invitational events for promotional purposes.
- (g) Members shall treat the terms and conditions of their individual Membership Agreement and any addendums thereto, as defined and more particularly described in the Membership Bylaws, (including initiation fee, financial terms and all related matters) as confidential information. Without the prior written consent of the Club, Members shall not disclose such confidential information to any third party nor use the confidential information for any purpose, other than as is required to perform under their Membership Agreement.
- (h) These Rules and any information supplied to the Members by the Club are confidential and proprietary to the Club and may not be disclosed to any third party in any form or manner except to the extent required by law.
- (i) Members shall not use any of the Club's service marks, trademarks or trade names without the Club's prior written consent.
- (j) No person shall borrow or remove from its location at the Facilities the Club's property, including but not limited to furniture and equipment, unless authorized by Management.
- (k) Members, Family Members, and guests are not permitted in the kitchen, storeroom, bar service areas, delivery receiving areas, or the administrative offices of the Club unless accompanied by an authorized employee of Management.
- (l) Members, Family Members, and guests shall not use comfort stations, restrooms, or washrooms designated for the opposite sex. This restriction shall not apply to children age six (6) and under or to persons who are disabled when accompanied by an adult or attendant. Each person shall leave the comfort station, restroom, or washroom in at least as neat and sanitary a condition as before such person's use of the comfort station, restroom, or washroom.

- (m) Management shall not be responsible for any lost or missing personal property including but not limited to clothing, jewelry and golf clubs.
- (n) The Facilities may be used for their designated purposes only. No person shall be permitted to enter any of the water features in or at the Facilities for any purpose.
- (o) The carrying or use of firearms is prohibited anywhere within the Facilities except by duly authorized police, security forces and employees in the performance of their duties.
- (p) All accidents involving injury to a person or damage to property, including any damage or injury caused by errant golf balls must immediately be reported to Management.
- (q) Management reserves the right to restrict the use of cellular phones in specified areas of the Facilities. Cellular phones should be turned off, on vibrating mode, or on silent mode within the Facilities.
- (r) Management reserves the right to close or restrict access to the Facilities in connection with the hosting of tournaments and special events.
- (s) Members, Family Members, and guests shall also comply with any and all rules established by Management from time to time.

## **2.2 Conduct**

- (a) Members, Family Members, and guests must conform to all policies and standards of the Club. Any person who is intoxicated or seemingly intoxicated may be denied further sale or consumption of alcoholic beverages while at the Facilities and may be asked to leave the Facilities. All persons at the Facilities are expected to restrain themselves from the use of profanity and unruly conduct.
- (b) Any person under the age of twenty-one (21) who consume or has in his/her possession or control any alcoholic beverages may be asked to leave the Facilities. No person shall have in his/her possession or under his/her control any illegal, controlled substance.
- (c) Commercial solicitation of Members, Family Members, and/or guests shall be contrary to the atmosphere provided in the setting of the Facilities. Such solicitation shall not be permitted and shall be grounds for the suspension of a Member's Club privileges as described in the Membership Bylaws.
- (d) Gambling shall be prohibited on or about the Facilities. This prohibition is not intended to restrict users of the Facilities from social card playing and board games.
- (e) Telephones at the Facilities are provided as a convenience and may be used only for local calls.

- (f) No sign, notice, letter, petition, memorandum, document, or communication of any kind may be posted, exhibited, or disseminated to the membership in any manner in the Facilities, without the prior authorization of Management.
- (g) All food and beverages consumed at the Facilities must be purchased at the Facilities. Upon advance request and approval by Management, the Club may permit Members to bring special wines or other beverages which are unique and otherwise unavailable at the Club. The Club may charge the Member a corkage fee or other fee for accommodating such special requests.
- (h) Members, Family Members, and guests shall not request special personal services from the employees of the Facilities.
- (i) Animals, other than service animals, are not permitted on the Facilities. A service animal will be permitted if it is visually identifiable as a service animal. If there is no visual evidence that an animal is a service animal, the Member, Family Member, or guest to whom the animal belongs ("Member-owner") may be asked by Club personnel to identify the task(s) or function(s) that the animal performs. If the Member-owner is unwilling to provide this information, the animal will not be permitted at or on the Facilities. All service animals must be on a leash at all times and if the service animal is accompanying a Member-owner on the golf course, the service animal must remain in the golf cart at all times. If the service animal is of a size that requires it and its Member-owner to have their own golf cart (e.g. a twosome requires two carts or a foursome requires three carts), the Member-owner must pay for the additional golf cart. In all Facilities where food is served, the service animal must at all times remain leashed and at the side of the Member-owner. Any Member-owner whose service animal causes an unreasonable disruption or endangers the safety of any person may be asked to leave the Facilities. A Member-owner shall be strictly liable for any and all damage, injury, illness, or accident suffered or sustained by the Management, Club staff, any Member, guest or authorized user caused by or related to the Member-owner's service animal. Use of a service animal at or on the Facilities shall be at the risk of the Member-owner. The Member-owner hereby fully releases Management from any such liability and shall indemnify, defend, protect and hold harmless Management from and against any claim, action, loss, liability or damages, including attorney's fees, relating to or resulting from the Member-owner's service animal. In addition, if Management is had a party to any litigation commenced by or against a Member-owner relating to the Member-owner's service animal, said Member-owner shall pay Management all expenses incurred in connection therewith by Management, including all attorneys' fees and costs incurred or related to the litigation.
- (j) All employees of the Club shall be under the supervision of Management and no Member, Family Member, or guest shall solicit, reprimand, discipline or abuse, verbally or otherwise, any employee or send any employee off the Facilities for any reason. Any employee not rendering courteous and prompt service should be reported to Management.
- (k) No Member or Family Member may be an employee of the Club.
- (l) Smoking and e-cigarettes are permitted only in designated areas of the Facilities.

- (m) The riding of bicycles, skateboards, razor scooters, roller blades and any other wheeled devices are prohibited on the property including the pool area.

### **2.3 Gratuities**

- (a) The payment of gratuities to personnel of the Club is recommended where appropriate. Gratuities shall not be automatically added to food and beverage sales with the exception of parties with six (6) or more. For parties of six (6) or more, a gratuity of eighteen percent (18%) shall be added to food and beverage sales.
- (b) Tipping of golf cart personnel and locker attendants is permitted. Tipping shall be at the discretion of the Member, Family Member, or guest.
- (c) It is customary for the Club to send a letter providing an opportunity for Members to contribute to a Holiday Fund for all Club employees along with a suggested contribution. Payment of such contribution shall be voluntary and may be included on the contributing Member's bill unless the Club is notified in advance that the Member does not wish to make a Holiday Fund contribution. This Holiday Fund provides the Members with an opportunity to show their appreciation to Club employees during the holiday season. Management shall be responsible for the distribution of these funds.

### **2.4 Attire**

- (a) Members, Family Members, and guests shall dress in a fashion befitting the surroundings and atmosphere provided in the setting of the Facilities. Shirts and shoes shall be required at all times in the Facilities with the exception of the locker rooms and the pool area.

### **2.5 Services and Activities**

- (a) Management may provide a variety of social, cultural and recreational events in which all Members are entitled to participate. Cancellation of reservations for such activities requiring prior payment may be made before the payment deadline without penalty; however, after that time, no refunds shall be made except in emergencies as determined in the sole discretion of Management.
- (b) Private parties shall not be permitted at the Facilities unless prior approval is obtained from Management.

### **2.6 Children**

- (a) Family Members or guests who are younger than eighteen (18) years of age must be registered before they shall be permitted to use the Facilities. Those Members desiring their children to sign charge slips must file prior written authorization with Management.

- (b) Minors must at all times be under the immediate and direct supervision of a responsible Member, Family Member, or guest, who is at least eighteen (18) years of age.
- (c) No person under the age of twenty-one (21) shall be permitted in any bar area at any time unless accompanied by an adult over the age of twenty-one (21).
- (d) Subject to Section 5.8, minors shall not be permitted to use the golf facilities without a responsible Member, Family Member, or guest, who is at least eighteen (18) years of age or older, present during such usage unless qualified by the Executive Director. Completion of a Juniors Orientation of Golf Etiquette shall be required of all Junior Golfers, as defined herein.
- (e) Any child under the age of eighteen (18) who repeatedly damages any property of the Club or repeatedly violates these Rules after receiving warnings from Management may be deprived of the use and privileges of the Facilities, and any such damages shall be charged to the child's Member parents, guardians, or host.
- (f) Compliance with the rules of conduct by minors under the age of eighteen (18) shall be the responsibility of Member parents, guardians, or host.

## 2.7 Locker Rooms

**Full Members** – Unlimited use of the lockers and complimentary towels for both the pool area and the locker rooms. (May reserve permanent lockers based upon space availability for a fee.)

**Social Members** – Unlimited use of the lockers and complimentary towels for both the pool area and the locker rooms. (May not reserve permanent lockers – Daily use fobs available at check-in)

**Dining Members** – No Locker Room access.

DAILY USE LOCKERS MUST BE CLEARED EACH DAY BEFORE CLOSING. ANY LOCKERS LEFT LOCKED WILL BE CLEARED BY THE CLUB. THE MEMBER AUTHORIZES AND GRANTS HOAKALEI THE RIGHT TO REMOVE AND STORE THE PROPERTY AT THE MEMBER'S EXPENSE. HOAKALEI IS NOT RESPONSIBLE FOR ANY MISSING OR DAMAGE ITEMS.

HOAKALEI RESERVES THE RIGHT TO USE ALL LOCKERS FOR SPECIAL EVENTS INCLUDING PERMANENT LOCKERS. MEMBERS WITH PERMANENT LOCKERS WILL HAVE THEIR FEE PRORATED AND DISCOUNTED BASED ON THE LENGTH OF THE SPECIAL EVENT. HOAKALEI WILL NOTIFY MEMBERS A MINIMUM OF 30 DAYS IN ADVANCE OF SUCH REQUIRED USE. IF THE LOCKER IS NOT CLEARED BY THE DATE DESIGNATED BY THE CLUB, THE MEMBER AUTHORIZES AND GRANTS HOAKALEI THE RIGHT TO REMOVE AND STORE THE PROPERTY AT THE MEMBER'S EXPENSE. HOAKALEI IS NOT RESPONSIBLE FOR ANY MISSING OR DAMAGED ITEMS.

- (a) Lockers in the clubhouse, if available, may be rented by only Full Members on an annual basis, pursuant to a locker rental agreement to be executed between the Member and the Club. Lockers shall be obtained by arrangement with Management and shall be billed on the Member's statement.

- (b) Members, Family Members and guests must change and clothes in the locker rooms only. Changing of clothes in the parking lot of the Facilities is prohibited.
- (c) Members, Family Members, and guests hereby fully release Management and their affiliates, agents and employees from all responsibility and liability for any losses, damage, or claims which may arise from a Member's, Family Member's, or guest's use of the locker rooms and locker at the Facilities. This Section is expressly subject to the Member's, Family Member's, and guest's obligation to indemnify, defend, protect and hold Management harmless as provided in Section 3.3 (a) of these Rules.
- (d) Out of courtesy to your fellow members, please do not walk in the hall way between the restroom, lockers and showers with no clothes. (i.e. At minimum, cover up with a towel.)
- (e) No food or beverages are allowed in the locker room area with exceptions to bottled water and personal flasks. (i.e. hydro flask or thermos)
- (f) We will have designated towels for both the locker rooms and the pool areas. Please do not remove those towels from their designated areas. (i.e. Do not take pool towels into the locker rooms or vice versa.)
- (g) There are a limited number of lockers available for use. Out of courtesy to your fellow members, please consolidate locker use with your guests when possible.

## **2.8 Violation of the Rules; Discipline**

- (a) The use of any of the Facilities by a Member, Family Member, or guest may be restricted or suspended if, in the sole judgment of Management, the Member, Family Member, or guest:
  - (i) permits a Membership Card, as defined herein, to be used by anyone other than the designated holder;
  - (ii) exhibits unsatisfactory behavior, conduct, or appearance;
  - (iii) fails to pay any amount owed to the Club in a proper and timely manner (such restriction or suspension shall be in accordance with Section 4.2 below);
  - (iv) engages in the commercial solicitation of Members, Family Members, or guests, or in commercial solicitation at the Facilities without prior written approval by the Club as applicable;
  - (v) treats the personnel or employees of the Club in an unreasonable or abusive manner;
  - (vi) fails to accompany an accompanied golfing guest for the entire round;
  - (vii) commits a crime which constitutes a misdemeanor or felony;
  - (viii) exhibits any other conduct deserving of restriction or suspension of use



privileges as determined by Management;

- (ix) commits any act which Management determines to be inconsistent with these Rules or the general decorum or familial atmosphere of the Club, or detrimental to or likely to endanger the welfare, safety, harmony or good reputation of the community developer, Management, or any of their affiliates, agents, members, or managers, or any Member, designee, or authorized user; or
  - (x) otherwise fails to abide by these Rules, the Membership Agreement or the Membership Bylaws.
- (b) Management may at any time, and from time to time, restrict or suspend, for cause or causes described in Section 2.8(a), any Member's privileges. During the restriction or suspension, dues and other fees and charges shall continue to accrue and shall be paid in full prior to reinstatement as a Member in good standing. Management shall also have the right to expel a Member and terminate the membership privileges for cause or causes described in Section 2.8(a).
- (c) Notwithstanding restriction or suspension of a membership or use privileges, a Member shall remain liable for any and all amounts owed to the Club. The Member shall not be entitled to a refund of dues or fees previously paid to the Club and shall not be relieved of any obligations to the Club, including without limitation, payment of any dues. A membership terminated by the Club for disciplinary cause shall be deemed resigned. Upon termination of a transferable membership, the Initiation Payment, if any was paid, may be refunded, without interest, only if, at the time of termination the membership limit for that membership classification has been reached and the terminated membership is re-issued to a candidate for membership.

## **ARTICLE III**

### **USE AND ENJOYMENT OF THE CLUB'S FACILITIES**

#### **3.1 Cards**

- (a) A card ("Membership Card") with the Member's name and account number may be issued to each Member and his/her Family Members. Members and Family Members may be required to have their Membership Cards with them at all times while using the Facilities.
- (b) A Membership Card may not be used by any person other than the person to whom it is issued.
- (c) In the event of a lost or stolen Membership Card, Management must be notified in writing immediately. At this time, the account shall be cancelled, and a new number and Membership Card shall be issued. Should notification of card loss or theft not be received by Management, the Member shall be responsible for all charges placed on the account. To cover the cost of reissuing Membership Cards, a replacement fee of Fifty Dollars (\$50) shall be placed on the Member's account.

- (d) Each Member shall be responsible for filing with Management, in writing, the mailing address, and changes thereto, to which the Member wishes all notices and invoices to be sent.
- (e) Each Member must provide a current head shot with no sunglasses or headwear for their profile photo. Arrangements can be made to take your photo at the Golf Shop if you do not have a current head shot.

### 3.2 Guest Use

Guest privileges may be extended under the Rules established by the Club from time to time. Although it is the intention of the Club to accommodate guests without inconvenience to the Members, the Club reserves the right to limit the number of guests that accompany a Member on any given day or over the course of a membership year and the number of times a particular guest may use the Facilities in any given membership year. The Club shall establish from time to time the rate of the guest fees, charges and the rules and regulations for use of the Facilities by guests. Guest privileges may be denied, withdrawn, or revoked at any time for reasons considered sufficient by Management, in its sole and absolute discretion. Management reserves the right, from time to time, to limit the availability of golf starting times for guests. Management reserves the right to require identification by each guest. Guests shall be charged guest fees for use of the Facilities as determined from time to time by the Club. All guests of a Member shall be considered "day guests" and must complete a guest registration form.

- (a) Guests shall be entitled to use the Club only in accordance with the privileges of the membership of the sponsoring Member upon payment of applicable fees.
- (b) Guest charges for any services may be charged against the sponsoring Member's Club account with the express consent of the sponsoring Member; otherwise, a guest must pay guest charges in cash or with an acceptable credit card.
- (c) The Club limits guest privileges to twelve (12) times per year per guest of a Member.
- (d) All day guests must be accompanied by a Member when using the Facilities or a Member with a permanent golf membership may reserve a tee time(s) for their unaccompanied guest(s) at the unaccompanied guest rate. The sponsoring Member shall be responsible for all charges incurred by the day guest. The sponsoring Member also is responsible for the conduct of a guest while at the Club. If the manner, deportment, or appearance of any guest is deemed to be unsatisfactory, the sponsoring Member shall, at the request of Management, cause such guest to leave the premises of the Club. Management may, in its sole discretion, ask an unaccompanied guest to leave the premises of the Club.
- (e) No Member shall profit from inviting a guest(s) to join him/her for a round of golf or reserving a tee time(s) for an unaccompanied guest(s). If any Member is found to have violated this Subsection 3.2(e), the Club may, at its sole discretion, take whatever action it deems necessary to effect collection, including, without limitation, suspension or termination of a membership.

### **3.3 Liability for Use of the Facilities - All Members, Family Members, and Guests Using the Facilities do so at Their Own Risk.**

(a) The Club, Management and its respective affiliates and their collective partners, directors, officers, agents and employees shall not under any circumstances be liable for injury, illness, or accident suffered or sustained by any Member, Family, guest, or authorized user while using any of the Facilities. Use of the Facilities shall be at the risk of the Members, Family Members, guests, and authorized user(s), and each Member, Family Member, guest, and authorized user(s) hereby fully releases the Club and Management from any such liability and shall indemnify, defend, protect and hold harmless the Club from and against any claim, action, loss, liability or damages, including attorney's fees, relating to any use of the Facilities by such Member, Family Member, guest, or authorized user(s).

## **ARTICLE IV**

### **PAYMENT OF DUES AND CHARGES**

#### **4.1 Statements and Payments**

- (a) Member's dues and fees shall be billed to the Member for their respective Membership category as defined in the Membership Bylaws, unless otherwise determined by Management.
- (b) Members are entitled to charge privileges at the Club so long as their membership is in good standing. Cash payments may or may not be permitted as determined by the Club from time to time. 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.
- (c) Dues, fees and other charges such as food, beverage, merchandise and services of the Club (excluding the Initiation Payment) shall be billed directly to the Member's Club account, as provided for in their Membership Agreement. Such charges shall be billed on a monthly basis, and Members shall receive a written statement of their charges.
- (d) Club accounts shall be deemed delinquent from the date first billed if payment is not received within thirty (30) days after the date of the monthly statement. Past due bills shall be subject to Administrative Charges as defined in the Membership Bylaws.
- (e) When a membership is issued in the name of more than one person, each person shall be jointly and severally liable for all dues, fees and other charges and liabilities associated with the membership.

#### **4.2 Past Due, Delinquency and Revocation**

If the Club account of any Member is delinquent, the Club may, at its sole option, take whatever action it deems necessary to effect collection, including, without limitation, suspension or termination of a membership or legal action as provided in the Membership Bylaws. If the Club commences any legal action to collect any amount owed by any Member or to enforce any other liability of any Member to the Club, the Member shall also be liable for all costs and expenses of such legal action and reasonable attorneys' fees incurred by the Club, including any reasonable fees in connection with appellate proceedings.

### **4.3 Return Checks**

All Members shall be charged an administration fee of Fifty Dollars (\$50) on their statement for any checks returned by the bank for insufficient funds.

### **4.4 Crediting of Account**

Members with any questions regarding charges on their statement should contact Management in writing. All statements must be paid in full, and any credits due to the Member shall be credited on the following month's statement.

### **4.5 Taxes**

All food and beverages, services, and goods sold at the Facilities shall be subject to applicable general excise tax, sales tax and any other taxes that may be imposed by any governmental entity.

## **ARTICLE V**

### **GOLF RULES**

#### **5.1 General Rules**

- CHILDREN UNDER THE AGE OF 5 ARE NOT ALLOWED TO BE ON THE GOLF COURSE OR PRACTICE AREAS.
- RIDER FEES APPLY TO ALL GOLF MEMBERSHIPS. ALL RIDERS WILL BE CHARGED THE RIDER FEE AS SET BY HOAKALEI COUNTRY CLUB. DEFINITION OF A RIDER IS ANY INDIVIDUAL WHO ACCOMPANIES A GOLFER BUT DOES NOT PLAY.

#### **(a) Full Members, Resident and Non-Resident**

- i. The Rules set forth in this Article V, as supplemented by the rules of the United States Golf Association ("USGA"), shall govern all play, tournament or otherwise, at the golf facilities. In the event of a conflict between these Rules and the rules of the USGA, the rules of the USGA shall control. Local rules may apply.
- ii. Full Members will receive 20% discount for merchandise off the full retail prices excluding hard good items. Hard good items include golf balls, golf bags, golf clubs, golf shoes, electronic devices, etc. Members must purchase the merchandise to receive the discount. Members may NOT pass their discounts to their guests.
- iii. The day-to-day operation and management of the golf facilities shall be under the supervision of the Executive Director, General Manager or the Director of Golf. Management has authorized the Executive Director, General Manager and Director of Golf to enforce these Rules.
- iv. The golf facilities may be closed on designated days for general maintenance.
- v. All golfers must first register at the golf shop and then with the starter at least ten (10) minutes prior to the reserved starting time before commencing play. Failure to check in and register at the golf shop and with the starter ten (10) minutes prior to a reserved starting time may result in cancellation of or delay in starting time.
- vi. "Cutting-in" is not permitted at any time. Under no circumstances are golfers permitted to start play from residences or other points of access without being directed

- vii. by the golf staff.
- viii. Practice is not allowed on the golf courses. The driving range and other practice facilities must be used for all practice.
- ix. Use of the golf facilities shall be limited to golf play only.
- x. All golfers who stop for any reason after playing nine (9) holes must occupy the next tee before the following group arrives at the next tee or lose their position on the golf course.
- xi. Sharing of golf clubs is strictly prohibited and each golfer must have his or her own set of golf clubs.
- xii. Appropriate golf attire is required for all golfers as follows:  
Men: Collared shirts, slacks or golf shorts are required. Tank tops, T-shirts, fishnet tops, cut-offs, denim wear, bathing suits, or other athletic shorts are not permitted.  
Women: Proper golf attire is required. Halter-tops, fishnet tops, bathing suits, tennis dresses, denim wear, athletic shorts or cut-offs are not permitted.  
Golf shoes are preferred. Golf shoes must have non-metal spikes. Tennis and running soft sole shoes are permitted. Larger rubber spikes or field shoes are not permitted.  
This dress code is mandatory for all golfers. Improperly dressed golfers will be asked to change before playing.
- xiii. Golf marshals may be on duty to help regulate play and enforce golf cart regulations. The golf marshals have full authority on the golf facilities to enforce all rules and regulate the speed of play.
- xiv. Golf play may begin only from the first or tenth tees unless otherwise directed by the golf staff.
- xv. Management may arrange golf activities or tournaments for Members and their guests. Notices of these activities will be posted in the golf shop or otherwise conveyed to Members. The golf courses may be closed to regular play during the hours of such activities. Closing times will be announced in advance to the Members.
- xvi. Full members may reserve up to 2 groups per "Membership". Larger groups must be arranged through management.
- xvii. Full members will not be charged a rider fee when accompanying a golfer. Guests of full members must pay the rider fee.

**(b) Social Members**

- i. Regular round for "First Play" within a month is \$25/Social Member, \$65/Family Guest, \$85/Guest. (Up to 3 guests)
- ii. Sunset Golf Rate for "First Play" within a month is \$10/Social Member, \$50/Guest or Family Guest. (Up to 3 guests)
- iii. Family guest rate and member guest rate cannot be applied towards a Social Member or their spouse.
- iv. All Members listed under a Membership, shall abide by our Member rates.
- v. "Second play" or any subsequent play within a month is \$100/Social Member, \$140/Family Guest, \$180/Guest regardless if it's a regular round or sunset golf round. (Up to 3 guests)
- vi. Walking rounds, get fit rounds, and sunset golf counts as a Social Member's round for the month. (Member's Round may not be split across multiple days)
- vii. Social Member's monthly "First Play" round, does not carry over to the next month if unused.

- viii. Members may not use their spouse's "First Play" round for themselves.
- ix. Social Members will receive 15% discount for merchandise off the full retail prices excluding hard good items. Hard good items include golf balls, golf bags, golf clubs, golf shoes, electronic devices, etc. Members must purchase the merchandise to receive the discount. Members may NOT pass their discounts to their guests.

**(c) Dining Members**

- i. No golf privileges
- ii. Dining Members will receive 10% discount for merchandise off the full retail prices excluding hard good items. Hard good items include golf balls, golf bags, golf clubs, golf shoes, electronic devices, etc. Members must purchase the merchandise to receive the discount. Members may NOT pass their discounts to their guests.

**5.2 Golf Starting Times**

Starting times may be made by phoning the golf shop during posted business hours. Tee times for Social Members start at 10:00am.

- (a) Subject to the rules and regulations concerning reservation of tee times to be established by Management from time to time pursuant to Section 5.3 below, starting times shall be assigned based on availability.
- (b) Twosomes may be allowed to play at the discretion of the Golf Professional. Twosomes should not expect to play through foursomes and should not exert any pressure on the groups ahead of them on the golf facilities.
- (c) Twosomes and singles may be grouped with other golfers with starting times to be determined at the golf shop, if necessary. Singles may not reserve starting times.
- (d) Except with the consent of Management, groups of five or more golfers shall not be allowed to play together on the golf course except for special events and/or members tournaments.
- (e) Golfers must notify the golf shop of any cancellation of start times as soon as possible. Golfers who fail to cancel their tee time at least twenty four (24) hours prior to their scheduled tee time or who do not register at least ten (10) minutes prior to their tee time may be charged a cancellation fee in an amount to be determined by Management.
- (f) Please refrain from walking on the course after it's closed for your safety.

**5.3 Reservations**

Management shall establish and publish, from time to time, rules and regulations concerning advance reservations for tee times for Members and guests.

**5.4 Non-Reservation Play**

Golfers without reservations shall be assigned available tee times on a first come first serve basis.

## 5.5 Driving Range / Practice Area

**Full Members** – Unlimited use of the range during operating hours. (Complimentary) Guests of Full Members will be charged \$10 each for use of the range.

**Social Members** – Unlimited use of the range during operating hours. (\$5 per member) Guests of Social Members will be charged \$10 each for use of the range.

**Dining Members** – No range / practice area privileges.

- (a) The driving range and other practice areas (collectively, “Practice Areas”), if available, shall be open during hours established by Management.
- (b) Range balls are for use at the Practice Areas only and are not permitted to be used on the golf course.
- (c) Each golfer using the driving range must use the range balls provided at the Practice Areas by the golf shop.
- (d) Golf carts are not permitted on any tee area of the Practice Areas. Parking of golf carts is allowed in designated areas only.
- (e) Balls must be hit from designated areas only. No hitting is permitted from the rough or sides of the range.
- (f) Proper golf attire is required at all times at the Practice Areas.
- (g) Shagging balls is not permitted.
- (h) Please use common courtesy if there are other Members waiting to practice.
- (i) Please use headphones or earbuds while operating any audio devices while practicing.
- (j) Hoakalei is not responsible for any damage or theft of vehicles parked at the driving range parking lot.

## 5.6 Private Golf Cart

- (a) Private carts are not permitted on the Facilities unless authorized by Manager under strict terms and conditions and a fully executed Personal Golf Cart Usage Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement has been submitted to Management.

## 5.7 General Golf Cart Rules

- (a) Golf carts shall not be used by a Member or guest on the golf facilities without prior assignment by and registration in the golf shop.
- (b) Each operator of a golf cart must have a valid automobile driver's license.
- (c) Golf carts provided by Management are not to be used off the golf facilities without prior approval from Management and subject to rules established by Management.

- (d) No more than two (2) golfers and no more than two (2) sets of clubs per golf cart are permitted.
- (e) Golf cart operators shall observe all pavement markings, traffic signs and other basic rules of the road.
- (f) Each golf cart operator must adhere to current golf cart traffic rules and signs as determined and posted by Management. Golf cart traffic rules and signs are subject to change based on golf course conditions.
- (g) Any guest riding in a golf cart provided by Management shall be charged the prevailing golf cart fee.
- (h) Golf carts shall be driven on the golf course only when the course is open for play.
- (i) Golf cart operation is restricted to the designated areas of the golf facilities, designated cart paths, and designated road crossings. At no time shall the operator of a golf cart traverse private property, sensitive landscaping, or pedestrian sidewalks.
- (j) The operator of a golf cart shall yield the right of way to pedestrians, cyclists, and other vehicular traffic at all times.
- (k) Golf carts shall be driven in a safe manner. Where possible, golf cart operators shall not follow other cart tracks and shall avoid soft spots in the turf.
- (l) Golf carts may only be parked in areas designed for cart parking.
- (m) Violation of the rules and regulations for golf carts set forth herein may, in the discretion of Management, result in, without limitation, the revocation of golf cart privileges, the revocation of playing privileges, fines, reprimand, or suspension of the membership or use privileges.

## **5.8 Junior Golfers**

Members who are under the age of eighteen (18) shall be called "Junior Golfers". Golf play by Junior Golfers shall be subject to such rules and standards as the Golf Professional may establish from time to time. In addition, Management may require the parent or legal guardian to sign the Hoakalei Country Club Waiver of Liability, Release and Indemnification Agreement.

## **5.9 Golf Course Etiquette**

Persons using the golf facilities should do their part to make a round of golf at the Club a pleasant experience for everyone as set forth below:

- (a) Do not waste time. Anticipate the club or clubs you may need and go directly to your ball. Always be near your ball to play promptly when it is your turn. If you are delayed in making your shot, you should let another golfer play. This should not be deemed playing out of turn.



- (b) The time required to hole out around the green is a chief cause of slow play. Study and clear the line of your putt while others are doing the same.
- (c) Be sociable but reserve your extended conversations for the "Nineteenth Hole."
- (d) When approaching a green, drive your golf cart to the side or rear of the green on the best direct path to the next tee. This can save about a half an hour per round. Never leave the golf cart in front of the green where you will have to go back to get it while the following golfers wait for you to get out of the way.
- (e) When play of a hole is completed, leave the green promptly and proceed to the next tee without delay. Do the scoring for the completed hole while the others in your group are playing from the next tee.
- (f) If your group is not holding its place on the course, attempt to pick up the pace. If this is not possible, allow the golfers behind to play through. Do the same if you stop to search for a lost ball.
- (g) Repair your ball marks on the greens.
- (h) Repair your divots on tees and fairways.
- (i) Enter and leave sand traps at the lowest level point. Carefully rake sand traps after use and upon completion; please leave the rake in the bunker.
- (j) A golfer on the proper fairway has the right to play ahead of a golfer off his or her fairway.
- (k) Faster groups must ask the group in front before playing through. "Cutting In" is prohibited as stated in the rules.

## ARTICLE VI

### POOL & HOT TUB RULES

#### 6.1 General Rules

Please note there are NO LIFEGUARDS ON DUTY and NO DIVING IS ALLOWED.

CHILDREN UNDER 14 ARE NOT TO USE THE HOT TUB FOR SAFETY REASONS.

HOURS OF OPERATIONS will be posted at the pool bar and will be adjusted for summer and winter schedules.

**Full Members** – Unlimited use of the pool / hot tub during operating hours and may bring up to 7 guests PER MEMBERSHIP. (Complimentary, includes locker room use and towel fees)

**Social Members** – Unlimited use of the pool / hot tub during operating hours and may bring up to 4 guests PER MEMBERSHIP. (\$20 per guest, includes locker room use and towel fees- Children under the age of 5 complimentary but are counted as one guest per child.)

**Dining Members** – No pool / hot tub privileges.

- (a) Members and their guests must check in prior to utilizing the pool / hot tub. All guests must be accompanied by a member or spouse and be present with the guest in the immediate pool area. Members shall not leave their guests to go to golf, go to the range, go to the restaurant, etc.
- (b) Members must sign out pool towels (1 per person). Please sign in the towels when returning them. Any towels not signed back in will be charged to the member's account.
- (c) Proper swimwear is required at all times while using the pool / hot tub. Swimwear is allowed only in the pool area and the locker rooms. Please do not enter the lobby, dining area, lounge or golf shop in your swim wear.
- (d) All persons using the pool / hot tub shall take a cleansing shower bath before entering the pool/hot tub. A bather leaving the pool / hot tub to use the toilet shall take a second cleansing shower bath before returning to the pool/hot tub.
- (e) Any persons having an infectious or communicable disease shall not enter the pool/hot tub. Persons having any open blisters, cuts, etc., are warned that these are likely to become infected and are advised not to use the pool/hot tub.
- (f) Spitting, spouting of water, and blowing the nose in the pool/hot tub is strictly prohibited.
- (g) Infants and toddlers shall use swim diapers to prevent contamination of the pool/hot tub.
- (h) In the event of any fecal or vomitus discharge, the pool / hot tub shall be closed immediately for cleaning. All bathers will be ordered to leave the pool/hot tub until such substances are removed. The pool / hot tub shall be disinfected before they are reopened for use.
- (i) Pets are not allowed in pool / hot tub area.
- (j) No eating or drinking allowed in the pool / hot tub. Drinks and food are not allowed within a 5-foot radius of the pool / hot tub.
- (k) Absolutely no glassware or china are allowed in the pool area.
- (l) Children under the age of 14 must be supervised by an adult for the pool but may not use the hot tub.
- (m) Children are not permitted in the locker room facilities unless accompanied by an adult member.

## **6.2 Pool / Spa Hot Tub Policy**

Persons using the pool / hot tub facilities should do their part to make a pleasant experience for everyone as set forth below:

- (a) Parties in excess of (8) persons must make advance arrangements with the F&B Manager. A total maximum of (50) guests can be booked during normal pool hours.

- (b) All food and beverage must be purchased from Hoakalei Country Club. Outside food and beverages are prohibited.
- (c) No food or beverages are allowed in the locker room area with exceptions to bottled water and personal drink containers. (i.e. hydro flask or thermos)
- (d) We will have designated towels for both the locker rooms and the pool areas. Please do not remove those towels from their designated areas. (i.e. Do not take pool towels into the locker rooms or vice versa.)
- (e) Out of courtesy to your fellow members, please do not walk in the hall way between the restroom, lockers and showers with no clothes. (i.e. At minimum, cover up with a towel.)
- (f) Rough play and excessive noise are prohibited in the pool area.
- (g) There is to be no running or pushing while on the pool deck.
- (h) Members are and their guests are responsible for disposing all of their trash in the trash receptacles and to return lounge chairs / pool equipment to their original locations.
- (i) Please use common courtesy while utilizing the pool / hot tub for the enjoyment of all our members.
- (j) Persons with long hair are required to tie their hair back with a rubber band or place it in a swim cap.
- (k) Swim related equipment, accessory items, or toys are permitted in the pool area at the discretion of Hoakalei Management.
- (l) Members that disregard the rules/policies may be liable for damages or repairs to the pool or related facilities. (i.e. Pool draining/cleaning for breaking glass in the pool, dropping food in the pool, etc.)

## ARTICLE VII

### FOOD & BEVERAGE

#### 7.1 F&B Minimums

**\$300 PER QUARTER OR \$1200 ANNUAL F&B MINIMUM APPLIES TO RESIDENT MEMBER CLASSIFICATIONS PER MEMBERSHIP EXCLUDING SOCIAL CORPORATE MEMBERSHIPS. (Social Corporate Minimums vary on the number of designees.)**

Members have the option to pay \$300 quarterly or \$1200 annually for their minimum F&B credit. Members that pay the \$300 quarterly minimum must use their F&B credit within that quarter or lose it. (No exceptions) Billing dates are Jan 1<sup>st</sup>, April 1<sup>st</sup>, July 1<sup>st</sup>, and Oct 1<sup>st</sup>.

Members that pay the \$1200 annual minimum must use their F&B credit within that calendar year or lose it. (No exceptions) Billing date is on Jan 1<sup>st</sup>.

(Fees will be prorated until the nearest quarterly or annual billing for new members.)

F&B CREDIT MAY BE APPLIED FOR FOOD OR BEVERAGE PURCHASES ONLY AND MAY NOT BE USED FOR MERCHANDISE, GREEN FEES, OR ANY OTHER FEES. (i.e. room fees, locker fees, rental fees, etc.)

## 7.2 F&B Policy

**Full Members** – Main Dining Room, Lounge, and Pools Side Bar Access  
(Bookings allowed 1 year in advance)

**Social Members** – Main Dining Room, Lounge, and Pools Side Bar Access  
(Bookings allowed 6 months in advance)

**Dining Members** – Main Dining Room and Lounge Access  
(Bookings allowed 3 months in advance)

**\*(Private Room by reservation only at applicable rates for all member classifications.)**

- (a) Dress code for breakfast or lunch: T-Shirts, headwear, golf attire, flip flops, reasonable length shorts are allowed in the main dining room and lounge. (No tank tops or swim wear.)
- (b) Dress code for dinner: Dress shirts, shoes, dress pants/shorts, golf attire are allowed in the main dining room and lounge. (No T-shirts, tank tops, swim wear, flip flops, or headwear.)
- (c) Please do not remove any glassware or china from the restaurant or lounge.
- (d) No personal audio devices are allowed without headphones or ear buds anywhere in the facility.
- (e) No outside food or beverages are allowed without signing a waiver and approval from Hoakalei Management.
- (f) For parties of six (6) or more, a gratuity of eighteen percent (18%) shall be automatically added to food and beverage sales.
- (g) Parties with 14 or more must make reservations with F&B management.
- (h) Cooking ingredients for the pool side grill MUST be purchased from the restaurant. Any use of the grill must be arranged with F&B management.
- (i) Pool side seating and cabanas are first come first serve unless previously reserved for an event. Such events must be arranged with F&B Management in advance.

## 7.3 Wine Cellar Policy

All member classifications may rent a slot in our wine cellar for a fee. Members may bring their own wine ONLY IF IT'S NOT ON OUR LIST and pay a one-time corkage fee per bottle upon consumption.

- (a) No illegal alcohol is allowed on property.
- (b) Only wines may be stored in the wine cellar. (No whiskey, scotch, cognac, etc.)
- (c) Opened bottles of wine cannot be stored in the wine cellar. Once opened the wine must be consumed or any remaining wine must be taken home.
- (d) Hoakalei Country Club is NOT liable for cork or wine damage.
- (e) Hoakalei Country Club is NOT liable for natural disasters that damage the wine. (i.e. hurricanes, earthquakes, power failures as a result of a disaster, etc.)



**HOAKALEI COUNTRY CLUB  
RULES & REGULATIONS  
ACKNOWLEDGEMENT FORM**

I hereby acknowledge that I have received, reviewed and understand all the rules, regulations and policies contained in this document. I understand that a reference copy is available at the country club and may request for a copy. The primary member is responsible to ensure that all other members covered under his/her membership understand and abides by the rules, regulations and policies. I understand that Hoakalei Country Club may amend the rules, regulations and policies from time to time.

Rules & Regulation Dated January 1, 2021

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PRINT PRIMARY MEMBER NAME

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SIGNATURE OF PRIMARY MEMBER

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DATE

Please detach this page and submit it to the country club after you have reviewed and signed this form at your earliest convenience.