

AMENDED AND RESTATED CLUB RULES
FOR
THE CLUB AT KUKUI`ULA

The Club at Kukui`ulaSM

Effective September 4, 2012

TABLE OF CONTENTS

Page

1. MEMBERSHIP ADMINISTRATION	1
1.1. Membership Cards.	1
1.2. Club Accounts.....	1
1.3. Notices.....	2
2. GENERAL CLUB RULES.....	2
2.1. Hours of Operation.	2
2.2. Food and Beverage Services.....	2
2.3. Advertisements and Solicitations.....	2
2.4. Club Personnel and Operations.	3
2.5. Gratuities.....	3
2.6. Children.	3
2.7. Attire.....	3
2.8. Animals.	4
2.9. Property belonging to The Club.	4
2.10. Personal Property.....	4
2.11. Liability for Use of Club Facilities; Assumption of Risk.	4
2.12. Parking.....	4
2.13. Smoking.	5
2.14. Fireworks.	5
2.15. Weapons.	5
2.16. Non-Discrimination Policy.	5
2.17. Cell Phone Policy.....	5
3. SPECIAL EVENTS	5
3.1. Reservations.	5
3.2. Meetings and Private Parties.....	5
3.3. Performances.....	6
4. GUEST POLICIES	6
4.1. Guest Registration and Fees.	6
4.3. Identification.....	8
4.4. Conduct.	8
5. GOLF RULES	8
5.1. Hours of Play.	8
5.2. Tournaments.	8
5.3. Tee Times.	8
5.4. Registration.	9
5.5. Golf Attire.	9
5.6. Discontinued Play Policy.	9
5.7. Practice Area.	9

5.8.	Lessons.....	9
5.9.	Rules of Play.....	9
5.10.	Golf Course Etiquette.	10
5.11.	Handicaps.	11
5.12.	Operation of Golf Carts.	11
5.13.	Walking and Other Activities.	12
6.	TENNIS RULES.....	13
6.1.	Hours of Play.	13
6.2.	Court Times.	13
6.3.	Registration.	13
6.4.	Tennis Attire.	13
6.5.	Rules of Play.....	13
6.6.	Court Etiquette.	14
7.	POOL FACILITY RULES.....	14
8.	FITNESS CENTER RULES	14
8.1.	Operating Hours.....	14
8.2.	Workout Attire.	14
8.3.	Use of the Facilities.....	15
9.	SPA AND LOCKER ROOM RULES	15
9.1.	Spa Use.	15
9.2.	Use of the Spa Facilities.....	16

AMENDED AND RESTATED CLUB RULES

FOR

THE CLUB AT KUKUI`ULA

*Kukui`ula Development Company (Hawaii) LLC, a Hawai`i limited liability company ("**The Club**"), has established the following rules ("**Club Rules**") pursuant to The Covenant for the Club at Kukui`ula recorded in the Bureau of Land Conveyances for the State of Hawai`i (the "**Covenant**") and the By-Laws of The Club at Kukui`ula (the "**By-Laws**") to implement the terms thereof and to promote the health, safety, welfare, and enjoyment of all persons using the Club Amenities, as defined in the Covenant. The Club may, in its sole discretion, amend these Club Rules from time to time. Amendments will be effective when posted at the Plantation House and mailed to the Members. These Club Rules shall apply to all persons using the Club Amenities, whether a Member, Ohana Member, or guest. Capitalized terms used in these Club Rules shall be defined as set forth in the Covenant. The Club's designated manager ("**Club Manager**") shall be The Club's representative for purposes of implementing and enforcing these Club Rules.*

1. MEMBERSHIP ADMINISTRATION

1.1. Membership Cards.

The Club shall issue identification cards to each Member and his or her Ohana Members over the age of 12, identifying the authorized holder and the sponsoring Member, if applicable, the type of membership, and the Member's club account number, if any. Identification cards will not be issued to anyone under the age of 12. Cards shall be carried at all times while using the Club Amenities. Temporary identification cards may be issued to guests of a Member who have been properly registered with The Club and who have paid any applicable guest fees. Identification cards may be used only by the person in whose name it is issued.

In the event that a membership card is lost or stolen, the person to whom it was issued shall immediately notify The Club Operator so that the account may be canceled and a new number and card issued. The Member shall be responsible for all charges placed on the account prior to The Club's receipt of notice of the lost or stolen membership card. The Club may charge a card replacement fee in an amount determined by The Club for replacement of each lost or stolen membership card, or for otherwise changing a club account number. In addition, each Member shall receive such identification decals and other insignia as The Club may from time to time designate, and shall display such insignia as required by The Club from time to time.

All membership cards are the property of The Club and must be surrendered to The Club upon termination of the membership for which they were issued.

1.2. Club Accounts.

All food, beverage, and other purchases by a Member, the Member's Ohana members, and guests shall be charged to the Member's club account and will be billed monthly. Accounts shall be considered delinquent if not paid within 60 days after the date of the monthly statement. The Club may charge a service charge on all past due balances in the amount of one and one-half percent (1.5%) per month from

the date of the statement until paid in full. In certain limited circumstances and at the sole discretion of The Club (such as with respect to purchases by Kama`aina Guests and Lodge Program Guests (as described in Section 4.2), alternative methods for payment may be available.

1.3. Notices.

Each Member shall give written notice to The Club of the Member's mailing address to which The Club should direct all notices and invoices. Failure to notify The Club of an address change shall be considered a waiver of the right to receive notices and other communications from The Club.

2. GENERAL CLUB RULES

2.1. Hours of Operation.

The Club Amenities are available for use only during such operating hours as The Club determines and publishes from time to time. The Club may close portions of the Club Amenities during normal operating hours for scheduled maintenance and repairs, as well as in connection with the rights reserved by the Declarant in the Covenant and By-Laws, and The Club may restrict or reserve the use of portions or all of the Club Amenities for special events or private parties during normal operating hours from time to time.

2.2. Food and Beverage Services.

Alcoholic beverages will be sold and served and may be consumed on the Club Property only as permitted by Hawai'i law and local ordinances. The Club reserves the right, in its sole discretion, to refuse service to any person who appears to be intoxicated. No alcoholic beverages sold on the Club Property may be removed from the premises. Except as The Club may otherwise specifically authorize consistent with all state and local laws, all alcoholic beverages consumed on the Club Property must be purchased from The Club. Except as The Club may otherwise specifically authorize for designated areas, outside catering, picnics, and "brown bagging" are not permitted. No person shall bring or consume food or beverages on The Club Property except those furnished by Club Operator without prior authorization from Club Operator (other than as needed for infants).

Employees of The Club may not deliver food or alcoholic beverages to locations away from the immediate area where sold or served except in the case of catering arranged through The Club or, in The Club's discretion, as may be further permitted by The Club's liquor license(s).

2.3. Advertisements and Solicitations.

No person shall post or circulate commercial advertisements or petitions on The Club Property or use The Club's membership roster for any purpose other than official business of The Club without The Club's prior approval, which may be granted or withheld in its sole discretion.

No person shall give The Club's membership roster to anyone who is not a Member or an employee of either The Club or the Association for any reason other than official business of The Club without Club Operator's express prior approval. Club Operator reserves the right to share database information with

authorized representatives of the Association or the Declarant in strict adherence to The Club's privacy policies and for non-commercial purposes only.

2.4. Club Personnel and Operations.

No person other than the Club Manager and its designees shall supervise, give direction to, or reprimand employees. Verbal or physical abuse or harassment of employees will not be tolerated and shall subject the individual to disciplinary action.

No person shall request special favors or special services from employees or send any employee away from the Club Amenities for any reason without prior permission of the Club Manager. No person shall request use of equipment, supplies, or services not normally made available for use by Members.

To facilitate the proper management of the Club Amenities, all complaints, criticisms, or suggestions of any kind relating to any operations or personnel should be in writing, signed, and addressed and delivered to the Club Manager.

2.5. Gratuities.

There shall be no tipping allowed for food and beverage sales/services, golf cart personnel, locker attendants, valet attendants or any personnel in The Club. A policy requiring that standard gratuities be added for certain types or levels of serves may be adopted in the discretion of The Club.

It is customary for The Club to maintain a "Holiday Fund" for all employees of The Club. This Holiday Fund provides all Members with an opportunity to show their appreciation to employees of The Club during the holiday season. The Holiday Fund charge will automatically appear as a charge on the contributing Member's November bill, unless the Member timely indicates in writing its desire not to contribute to such fund. The Club shall be responsible for the distribution of these funds. Additional contributions to such fund are a matter of personal discretion.

2.6. Children.

For health and safety reasons and other reasons consistent with Hawai'i law, the Club may establish policies at each facility prohibiting use by persons under a specified age or restricting use by children under a specified age unless accompanied and supervised by an adult, which policies shall be observed at all times unless otherwise approved by The Club. Children under the lawful drinking age are not permitted in any bar area unless accompanied and supervised by an adult.

Any person who brings a child onto the Club Property is responsible for the child's conduct and safety while on the premises.

2.7. Attire.

All persons using the Club Amenities are expected to dress in a manner consistent with the specific dress policies published or posted by The Club from time to time for particular areas and activities and in keeping with the customary dress for similar local facilities. Members are responsible for advising their guests as to appropriate dress.

For use of the food and beverage facilities of The Club, appropriate dress will be announced in the monthly calendar.

Shirts and shoes shall be worn at all times when in any portion of the indoor Club Amenities.

Golf shoes are not permitted indoors except in designated areas. Metal spikes are prohibited.

2.8. Animals.

Pets are not permitted on any portion of the Club Amenities, except under special circumstances when authorized by the Club Manager or required by law. If permitted, any person who brings an approved animal onto the Club Amenities is responsible for immediately cleaning up after that animal and for any damage caused by the animal.

2.9. Personal Property of The Club.

No person shall remove any personal property or furniture from the Club Amenities or the area in which it belongs without permission of the Club Manager.

2.10. Personal Property.

Each Member, as a condition of membership, and each Ohana Member and guest, as a condition of using the Club Amenities, assumes sole responsibility for his or her personal property. The Club Manager shall not be responsible for any loss or damage to any personal property used, left, or stored at the Club Amenities.

2.11. Liability for Use of Club Amenities; Assumption of Risk.

Members shall be liable for any property damage and/or personal injury occurring on the Club Property, or at any activity or function operated, organized, arranged, or sponsored by The Club, caused by the Member, or his or her Ohana Members or guests. The cost of repairing any such property damage shall be charged to the responsible Member's club account.

Any person who, in any manner, makes use of or accepts the use of any apparatus, equipment, facility, privilege, or service whatsoever owned, leased, or operated by The Club, or who engages in any tournament, game, function, special event, exercise, competition, or other activity operated, organized, arranged, or sponsored by The Club, either on or off the Club Property, does so at his or her own risk and agrees that The Club, the Association, the Declarant, and their respective employees, contractors, representatives and consultants, shall have no liability for personal injury or damage to personal property occurring in the course of or arising out of such use. The Club may require execution of a separate written waiver form as a condition of participation in any activity or event sponsored by The Club or on the Club Property, but its election not to do so shall not diminish the applicability or effectiveness of this provision.

2.12. Parking.

Vehicles shall be parked only in areas designated for parking. "No Parking" signs and reserved parking designations must be observed. Violators may be towed at the vehicle owner's expense.

Self-parking may be permitted in any areas specifically identified as such.

2.13. Smoking.

Smoking is permitted only in designated areas. Cigar and pipe smoking is not permitted in the Plantation House or in any area where food and beverages are served.

2.14. Fireworks.

Absolutely no fireworks are permitted anywhere on the Club Property except as part of a fireworks exhibit organized and conducted by The Club.

2.15. Weapons.

No firearms or other weapons of any kind are permitted on the Club Property at any time except those, if any, that police officers and other public servants and security personnel may be required to carry while on duty.

2.16. Non-Discrimination Policy.

Employees of The Club shall not discriminate against any individual based upon any protected class recognized by applicable local, state or federal law.

2.17. Cell Phone Policy.

Cell phones shall be kept on "silent" or "vibrate" while on the golf course, or in any indoor portion of the Club Amenities, and discretion shall be used in answering or placing calls anywhere on the Club Property, keeping conversations short and speaking in a low voice so as not to disturb others.

3. SPECIAL EVENTS

3.1. Reservations.

The Club may from time to time require reservations for special events. Reservation requests will be accommodated in the order received, subject to availability. The Club may establish policies for reservations, advance approval requirements, notices of changes, non-refundable deposits, no-show fees and notices of cancellations, all of which remain subject to change in The Club's discretion and may vary by time of year, type of event, etc. In addition, the Declarant has reserved certain rights for reservations for special events, as provided in the Covenant.

3.2. Meetings and Private Parties.

The Club encourages the use of designated portions of the Club Amenities by Members for private functions on any day or evening, provided it does not interfere with the normal operation of The Club, or with the services regularly available to Members. Members are requested to make reservations with the appropriate Club personnel for available dates and arrangements.

Members, Ohana Members, and such other persons as The Club may authorize, may reserve portions of The Club Amenities for meetings and private parties, subject to availability, prior approval, and such terms and conditions as The Club may establish.

3.3. Performances.

No performance by entertainers of any type will be permitted anywhere on the Club Property without the prior permission of the Club Manager.

4. GUEST POLICIES

4.1. Guest Registration and Fees.

Members are responsible for registering their Ohana Members and guests, obtaining passes for their use, and paying any applicable fees prior to allowing their Ohana Members or guests to use The Club Amenities. The sponsoring Member shall be responsible for paying guest fees in such amount as Club Operator may establish from time to time, which fees may vary according to the type of guest pass issued. All guest fees and charges incurred by a guest shall be charged to the sponsoring Member's club account and the Member shall be responsible for timely payment thereof.

4.2. Guests.

Members may sponsor Ohana Members and guests to use The Club Amenities and the Lodge Program guests may use The Club Amenities, subject to the following:

(a) **Ohana Members:** Ohana Members shall have the privilege of using The Club Amenities without the sponsoring Member present at The Club so long as the Member is on the Island of Kaua'i, which is subject to verification by The Club in its discretion. However, The Club reserves the right to restrict unaccompanied/unsupervised Ohana Members at The Club Amenities, for certain activities in its sole discretion. In addition, Ohana Members may use the Club Amenities during 8 consecutive or nonconsecutive weeks in any 12-month period without the sponsoring Member being on the Island. For purposes of this provision, a week shall be the 7-day period commencing on the first day of a period of use and all use within that 7-day period shall count as one week, notwithstanding that the Ohana Member may use the Club Amenities on fewer than 7 days during such week. An Ohana Member may not independently invite additional guests (including other family members) to use the Club Amenities. An Ohana Member may enjoy The Club Amenities (including golf) in accordance with the privileges and golf use fees of a Plantation Member only, notwithstanding that the sponsoring Member may be a Golf Member.

(b) **Guests of Members:** Except as provided in subsection 4.2(e) below, Members have the privilege of inviting guests to enjoy the Club Amenities, subject to payment of guest fees for certain activities and availability at the time of reservation or use, and subject to such limits on the number of guests and frequency of guest visits as The Club may establish annually and adjust from time to time based on capacity of the Club Amenities and level of use by Members and their Ohana Members, Such limits may vary among different Club Amenities. The Club shall determine and announce such limits on an annual basis. Guest privileges for 2012 are described on Schedule A attached to these Club Rules.

- (i) ***Guest Privileges While Member is in Residence on Kauai.*** Guests need not be accompanied by the Member when using the Club Amenities, provided that the Member establishes to the satisfaction of the Club Manager that the Member is in residence on the island of Kauai at the time of such guest use. However, if a Member owns more than one dwelling on the island of Kauai, the Member may not advertise access to the Club Amenities, or permit unaccompanied use of the Club Amenities pursuant to this paragraph (i), by persons renting or otherwise occupying any dwelling which the Member makes available for rent.
- (ii) ***Guest Privileges While Member is Not in Residence on Kauai:*** In addition to the above, with advance notice to and approval by The Club, each Member may sponsor unaccompanied guests who are not Ohana members to use the Club Amenities when the Member is not in residence on the island of Kauai, subject to availability and payment of applicable guest fees and subject to such limitations on the number of guests, frequency of guest visits, and duration of each visit as The Club may establish annually and adjust from time to time. The Club shall determine and announce such limits on an annual basis. Guest privileges for 2012 are described on Schedule A attached to these Club Rules. During each visit, the unaccompanied guest privileges may be enjoyed by the individual guest designated by the Member, his/her spouse or significant other), and their children of any age.
- (c) **Lodge Program Guests:** Registered guests of a residence which is participating in the Lodge Program ("**Lodge Program Guests**") may enjoy use privileges on a basis comparable to that of a Plantation Member (including Plantation Member guest privileges) while registered and staying in the participating Lodge Program residence, but shall pay greens fees for golf play and other guest fees at the Lodge Program Guest rates established by the Club from time to time in accordance with the terms of the Lodge Program.
- (d) **Kama`aina Guests:** The Club's golf facilities shall provide four daily tee times at Kama`aina rates at specified times for use by County of Kaua`i residents ("**Kama`aina Guests**") in a manner similar to other local golf courses with guidelines (including reservations, green fees, cart fees and tee times). This use will include golf/locker room and dining guest privileges immediately before and after the round of golf only.
- (e) **Declarant Plantation Members:** Notwithstanding the above, Declarant Plantation Members shall have only such guest privileges, if any, as may be granted from time to time by Declarant in its sole discretion.
- (f) **Restrictions on Use:** While The Club wants to warmly welcome all guests, The Club reserves the right to limit the number of guest passes it issues during busy periods and peak hours of use for any category of guests described in this Section 4.2. The Club further reserves the right to restrict frequency of use and the number of guests at certain of The Club Amenities. **Persons renting property within Kukui`ula (regardless of the term of such rental or any provisions to the contrary found in any lease or rental agreement) may only obtain access to the Club Amenities pursuant to the provisions of Section 4.2(a) through Section 4.2(c).**

4.3. Identification.

Guests shall carry their guest passes, if issued, at all times when using The Club Amenities. The Club reserves the right to request picture identification from guests at any time while on the Club Property.

4.4. Conduct.

All guests are expected to comply with these Club Rules and all other policies established by The Club. The sponsoring Member is responsible for the conduct of his or her guests while on The Club Property. Any guest who, in the reasonable determination of the Club Manager, is not in compliance, or whose conduct is disruptive, abusive, or otherwise inconsistent with the standard of conduct expected from Members, may be asked to surrender his or her guest pass and leave the Club Property immediately.

5. GOLF RULES

5.1. Hours of Play.

The hours of play shall be posted in the golf shop. The golf course and practice area may be closed for general weekly maintenance on such day and during such times as The Club may determine. The Club Manager shall determine when the golf course is fit for play.

5.2. Tournaments.

The Club Manager and/or Declarant may from time to time sponsor golf activities and tournaments for Members, Ohana Members, and guests (in addition to tournaments for golfers other than Members). Notices of such activities will be posted in the golf shop or otherwise communicated to those eligible to participate. The course may be closed to regular play during the hours of such activities. Closing dates and times will be announced in advance.

5.3. Tee Times.

The Club Manager shall establish in its discretion, the number of days in advance that each type of Member may reserve tee times in advance for golf play Monday through Thursday and in advance for golf play Friday through Sunday. Such policies may change from time to time in The Club's discretion.

All players must have a tee time reserved through the golf shop, and all players' names are required for tee time reservations.

Tee times may be reserved in person, by phone or by e-mail during golf shop hours.

Tee time changes must be approved by the golf shop.

Any person with a reserved tee time should notify the golf shop of any cancellation as soon as possible. Players who fail to cancel their tee time at least 24 hours prior to the reserved time may be charged a fee for the unused rounds as The Club may determine.

Twosomes may play at the discretion of the golf shop staff. Twosomes should not expect to play through foursomes and should not exert any pressure on the groups ahead of them on the golf course.

Twosomes and singles will be grouped with other players, if available, with starting times to be determined at the golf shop, if necessary. Singles may not reserve tee times.

Groups of five or more players shall not be permitted on the golf course at any time except with the prior approval of The Club Manager.

5.4. Registration.

All players must check in and register in the golf shop before beginning play. All Members must present their membership cards upon registration if requested. Failure to check in and register at least 10 minutes prior to a reserved tee time may result in re-assignment or cancellation of the tee time, at the discretion of the starter.

5.5. Golf Attire.

Appropriate golf attire is required for all players on the golf course and practice area. The Club may establish from time to time the appropriate attire for men and women golfers during different seasons, which is subject to change in The Club's discretion.

All golfers shall wear golf shoes with spikes on the golf course; metal spikes are prohibited. Large rubber spikes and field shoes are not permitted.

Any established dress code shall be mandatory for all players. Improperly dressed golfers may be required to change before playing. The Club Manager or golf pro, may determine in his or her sole discretion whether a golfer is properly attired.

5.6. Discontinued Play Policy.

When weather causes termination of play rainchecks may be issued in the discretion of the Club Manager. It will be the sole responsibility of the player to request a raincheck from the golf shop.

5.7. Practice Area.

Practice balls are for use on the practice area only. Practice balls may not be used on the golf course. Any golfer using practice balls on the golf course will be immediately removed from the golf course. Each player using the practice area must use the practice balls provided by the golf shop.

Practice balls must be hit from designated areas only. No hitting is permitted from the rough or sides of the practice area. Retrieving and replaying balls after they have been hit is not permitted.

5.8. Lessons.

Lessons by unauthorized professionals are prohibited on the golf course and the practice area.

5.9. Rules of Play.

The Rules of Golf as adopted by the USGA together with the Rules of Etiquette as adopted by the USGA shall be the rules of The Club, except when modified by local rules or by any of the rules herein.

Practice is not allowed on the golf course. The practice area and the practice putting green should be used for all practice.

Speed of play will be strictly enforced. If a player or group fails to keep its place on the course and falls behind the preceding group by more than one hole, the player or group must allow the following group to play through. The same must be done when a member of the group stops to search for a lost ball. No more than five minutes shall be used to search for lost balls. If a player is repeatedly warned for slow play, the Club Manager or his or her designees may take such action as they deem appropriate, including without limitation, restricting the person's use of the golf course during certain times of the day.

All players who stop for any reason after playing nine holes must either occupy the next tee before the following group arrives at the next tee or yield until there is an opening or they shall lose their position on the golf course and must get permission from the starter to resume play.

Each player must have his or her own golf bag and set of golf clubs; sharing of clubs is not permitted.

All players shall enter and leave bunkers at the nearest level point and smooth sand over with a rake upon leaving.

Players shall repair all ball marks on the green.

No person shall remove golf balls from water hazards or roughs without prior authorization from the golf professional except that a player may, during the course of play, retrieve or play a golf ball that the player has just hit.

Golf play may begin only from the first or tenth tees, except during tournaments and special events, as directed by the golf shop staff.

If inclement weather conditions exist in the area, all play shall cease. It is the player's responsibility to be aware of such stormy conditions and seek the most appropriate shelter immediately.

Proper golf etiquette shall be observed at all times.

"Cutting-in" is not permitted at any time.

No beverage coolers are permitted on the course unless provided by The Club.

5.10. Golf Course Etiquette.

Players should anticipate the club or clubs they may need and be ready to play when it is their turn. If delayed in making a shot, a player should indicate to another player to proceed (which shall not be considered playing out of turn).

The time required to "hole out" on and around the green is a chief cause of slow play. Players should study and clear the line of their putt while others are doing the same so as to be ready to putt when it is their turn.

When approaching a green, players should park their golf carts on the cart path on the best direct line to the next tee, rather than in front of the green. This can save significant time. Never leave the golf cart in front of the green.

When play of a hole is completed, players should leave the green promptly and proceed to the next tee without delay, scoring for the completed hole while others in the group are playing from the next tee.

Players should be aware of and maintain proper pace of play. If unable to maintain the pace of play, the players behind should be allowed to play through. While being sociable, reserve your extended conversations for the 19th hole.

5.11. Handicaps.

Handicaps will be computed under the supervision of the golf shop in accordance with the current USGA Handicap System. The Club may require a USGA approved handicap to participate in tournaments. The golf professional may review any handicaps submitted.

Members and Ohana Members are responsible for keeping accurate records of their scores and turning in their scores for all rounds played on a daily basis. Failing to turn in a score shall result in the posting of a score equal to the lowest score on record for such individual. The golf shop shall assist anyone needing help with the posting procedures.

5.12. Operation of Golf Carts.

No person shall use the golf carts without prior assignment by and registration in the golf shop.

No private golf carts shall be permitted on the course.

Use of golf carts is not required. The Club, in its sole discretion, may establish a caddie program.

Each operator of a golf cart must be at least 16 years of age and have a valid automobile driver's license.

Golf carts are not to be used off the golf course except by such personnel as Club Manager or its designee may authorize.

Golf cart operators shall observe all pavement markings, traffic signs, and other basic rules of the road.

Each golf cart operator must adhere to current golf cart traffic rules and signs as determined and posted by The Club. Golf cart traffic rules and signs are subject to change due to golf course conditions.

Each person riding in a golf cart provided by The Club will be charged the prevailing golf cart rental fee on a per person basis.

Golf carts shall be driven on the golf course only during the day when the course is open for play. Golf cart traffic on the golf course is restricted to 9-hole and 18-hole rounds of play. Starting times must be scheduled as provided in Section 5.3.

Golf cart operation is restricted to the designated areas of the golf course, designated cart paths, and designated road crossings. Golf carts are not permitted on any tee area of the practice area. Parking of golf carts is allowed in designated areas only. At no time shall the operator of a golf cart traverse private property, sensitive landscaping, or pedestrian sidewalks.

Golf carts shall be driven in a safe manner. Where possible, do not follow other cart tracks and avoid soft spots in the turf. No more than two golfers and no more than two sets of clubs are permitted per golf cart.

Violation of the rules for golf carts set forth in this section may result in the revocation of golf cart privileges and playing privileges in addition to such other sanctions as are authorized under the Membership Policies.

Operation of a golf cart is at the risk of the operator. Cost of repair to a golf cart that is damaged by a Member shall be charged to the Member's club account, or in the case of damage by an Ohana Member or guest, to the sponsoring Member's account.

All persons using golf carts on the Club Property shall, upon The Club's request, sign a release of liability that holds The Club, the Association, and their respective officers, directors, employees, and agents, harmless as a result of any injury, loss, or damage relating to the operation of the golf cart.

5.13. Walking and Other Activities.

Players may be permitted to walk the golf course during play only at such times as the golf professional may determine, in its judgment, that walking will not compromise the pace of play and then only in strict compliance with such rules as the golf professional may establish.

All players walking the golf course must keep up with the pace of play so as not to delay players behind them.

Players shall not place golf bags on greens at any time.

Push/pull carts are not permitted on the golf course.

Recreational walking (*i.e.*, by persons who are not playing golf), jogging, bicycling, and fishing are not permitted on the golf course at any time that the golf course is open for play.

6. TENNIS RULES

(Note: The timing of construction, the exact location, details of tennis facilities and specific tennis rules are not yet finalized. The following preliminary overview is provided for your general information only and is subject to change.)

6.1. Hours of Play.

The hours of play shall be posted at the tennis courts. Use of the tennis courts shall be subject to the control of The Club's personnel. The Club's personnel shall determine the suitability of the courts for play. Courts may be closed when necessary for maintenance, special events, and when the tennis staff deems it necessary due to safety considerations or adverse weather conditions.

6.2. Court Times.

Court reservations may be made in accordance with the reservation system instituted by The Club Operator. No standing reservations will be accepted.

Singles and doubles may play on a court for a limited time period established from time to time by the Club Manager or his or her designee, except for certain times designated by the tennis staff that may exceed such play restrictions.

Any person with a reserved court time shall notify the tennis staff of any cancellation as soon as possible. Players who do not use and fail to cancel a court time at least one hour prior to the reserved time may be charged a fee as The Club determines.

The Club may reserve courts for special events when needed.

6.3. Registration.

All players must check in and register at the pro shop at least 10 minutes prior to their court time, or the court will be released to the first name on the waiting list.

6.4. Tennis Attire.

Proper tennis attire, as determined by the tennis staff, is required at all times for all players. Colors are permitted. **Regulation tennis shoes are required.** The Club's personnel may ask improperly dressed players to change before playing.

6.5. Rules of Play.

The Rules of Tennis of the U.S.T.A. shall apply at all times except when modified by local rules or by any of the rules herein.

Players must promptly relinquish their court to the next players at the end of their playing period. Once a Member is off the court, the Member may sign up for the next available court time.

6.6. Court Etiquette.

Proper tennis etiquette shall be observed at all times. Excessive noise, racquet throwing, or profanity will not be permitted at any time. Trash and other litter must be deposited in the proper receptacles.

Skateboards, bicycles, roller and in-line skates, etc. are prohibited on the courts.

All persons preparing to enter or cross a court should wait until play has halted, then proceed quickly and quietly to their assigned court.

All persons requesting the return of a tennis ball from another court should ask only when play on that court has halted. Players should not retrieve a tennis ball from another court themselves.

All persons should refrain from loud or offensive language on the court or while spectating. A low profile is both appropriate and appreciated.

Persons not playing should stay off the court surfaces.

Children should not play games in the area of the pro shop or courts.

7. POOL FACILITY RULES

Customary policies regarding the enjoyment, use, attire, safety, health, hours of operation, minimum age and prohibited activities for use of any pool facility will be posted by The Club and may be changed from time to time. Any Member, Ohana Member, or guest who, in any manner, makes use of or accepts the use of any of the pool facilities does so at his or her own risk and agrees that The Club, the Association, the Declarant, and their respective employees, contractors, representatives and consultants, shall have no liability for personal injury or damage to personal property occurring in the course of or arising out of such use. Due to the pool design, effective lifeguarding would not be possible due to limited visibility from outside the pool in many areas, and Members are advised that no pool attendant will be provided for purposes of supervising swimmers at any time.

8. FITNESS CENTER RULES

8.1. Operating Hours.

Regular operating hours for the fitness center will be posted by The Club and may be changed from time to time.

8.2. Workout Attire.

Casual workout attire is acceptable at the fitness center: tee-shirts, gym shorts, or warm-up pants for men; leotards, tights, tee-shirts, gym shorts, or warm up pants for women. Proper footwear is required.

8.3. Use of the Facilities.

Customary rules regarding the enjoyment, health, safety, age limitations, equipment rules, and prohibited activities for the fitness center will be established and posted by The Club and may be changed from time to time. This shall include, but will not be limited to the following:

No smoking, eating or drinking (except for water) is permitted in the fitness center.

No clothing or personal articles may be stored under benches or in the common areas.

Children under 16 years of age are not permitted to use the fitness center facilities, even if accompanied/supervised by an adult.

Stereo, television, and tapes should not be turned up so loud as to disturb others.

The Club may impose time limits or other rules upon an individual's use of high-demand equipment and facilities during peak hours. All persons using the equipment and facilities shall observe such policies as are posted and in effect from time to time.

All persons shall obtain instruction on how to use the equipment prior to using such and shall use the equipment only in accordance with such instructions.

All weights and other equipment must be returned to their proper places at the completion of use.

All persons using the fitness center assume full risk of loss and responsibility for damage to their health. It is the responsibility of all users to consult a physician before using any facilities of the fitness center. All persons using the fitness center shall be in good physical condition and have no physical, medical, or psychological conditions, disabilities, impairments, or ailments, chronic or otherwise, that would preclude, impair, or prevent use of the fitness center or participation in active or passive exercise. Any person with health or physical problems should obtain his or her physician's permission before using the fitness center.

Guest fees may be charged for the fitness facilities. If fees are established, they will be billed to the sponsoring Member's club account.

9. SPA AND LOCKER ROOM RULES

9.1. Spa Use.

The Spa was created to promote and encourage relaxation; hence, treatments and experiences are based on rejuvenating, renewing, and inspiring the mind, body, and spirit. Please respect the tranquil nature of the Spa and the surrounding areas. Customary rules regarding the enjoyment, health, safety, operating hours, reservations, cancellations and age limitations for the Spa will be established and posted by The Club and may be changed from time to time. Guest fees may be charged for the spa services. If fees are established, they will be billed to the sponsoring Member's club account.

9.2. Use of the Spa Facilities.

For health and safety reasons, children under the age of 16 must be accompanied by, in the presence of, and supervised by a responsible adult at all times in the Spa and locker rooms.

Robes and slippers may be provided as a complimentary service to be used in the Spa.

Certain areas will be designated as co-ed facilities.

To maintain the tranquility of the Spa environment, televisions will be required to be at their lowest volume at designated times in Club Operator's discretion.

Allow yourself at least 30 minutes before your scheduled appointment to check in and maximize the benefits of your treatment by enjoying the steam, sauna, or soaking tubs.

Appointments are recommended for all Spa treatments. Any person with an appointment shall notify The Club of any cancellation as soon as possible. Individuals who do not cancel or reschedule their appointment at least 24 hours prior to the appointment may be charged a "no show" fee.

THE CLUB AT KUKUI'ULA

GUEST PRIVILEGES

Effective July 1, 2019

1. Accompanied Guest Privileges (Member is with the guest at all times)

- Up to 12 people at one seating for dining (combining Ohana and guests);
- Up to 4 adult guests per day (and their minor children, if any) for use of the Makai pools;
- Up to 4 adult guests per day for use of the spa and fitness facilities, subject to the limitations set forth below regarding frequency of visits by the same guest; and up to 3 guests per day for use of the Golf Facilities, subject to the limitations set forth below regarding frequency of visits by the same guest.

There is no limit on the frequency of visits by the same guest for use of the dining facilities. However, use of the spa, fitness, pool or golf facilities (or any combination thereof) by any particular guest, whether accompanied or unaccompanied, may not exceed 14 days in any 12-month period, regardless of whether such guest use is sponsored by the same and/or different Member, unless otherwise approved by the Club Manager.

2. Guest in Member Residence Privileges

For guests staying with you, in your home in Kukui'ula, a Member may sponsor one guest, the guest's spouse or significant other, and their children, to use the Club Amenities when the Member is in residence in Kukui'ula: Up to 20 day passes (virtual) per year will be issued to each membership. Use of the spa, fitness, pool or golf facilities (or any combination thereof) by any particular guest, whether accompanied or unaccompanied, may not exceed 14 days in any 12-month period, regardless of whether such guest use is sponsored by the same and/or different Member, unless otherwise approved by the Club Manager.

The Club Manager shall have the authority to grant exceptions to this limitation based on usage and capacity of the Club Amenities.

3. Unaccompanied Guest Privileges

Unless otherwise limited due to capacity issues on a particular day or a particular time, up to 20 day passes (virtual) per year will be issued to each membership. This may be used to sponsor one guest, the guest's spouse or significant other, and their minor children, to use the Club Amenities when the Member is not physically at the club for a day. Additional guest passes, during slower months, can be purchased as follows: \$75.00 per adult, \$25.00 per minor. Passes unused at the end of each year will not be rolled over. Use of the spa, fitness, pool or golf facilities (or any combination thereof) by any particular guest, whether accompanied or unaccompanied, may not exceed 14 days in any 12-month period, regardless of whether such guest use is sponsored by the same and/or different Member, unless otherwise approved by the Club Manager.

* * *

Persons renting property from a member (regardless of the term of such rental or any provisions to the contrary found in any lease or rental agreement) may only obtain access to the Club Amenities pursuant to the provisions of Section 4.2(a) through Section 4.2(c). The foregoing limitations on number of guests, number of visits per guest, and duration of each visit are subject to change in the discretion of the Club based on capacity of the Club Amenities and level of use by Members and their Ohana Members.

The Club reserves the right to limit the number of guest passes it issues during busy periods and peak hours of use. All guest use is subject to payment of applicable guest fees, the terms of the Club Rules, and such policies as may be posted at the Club Amenities from time to time.