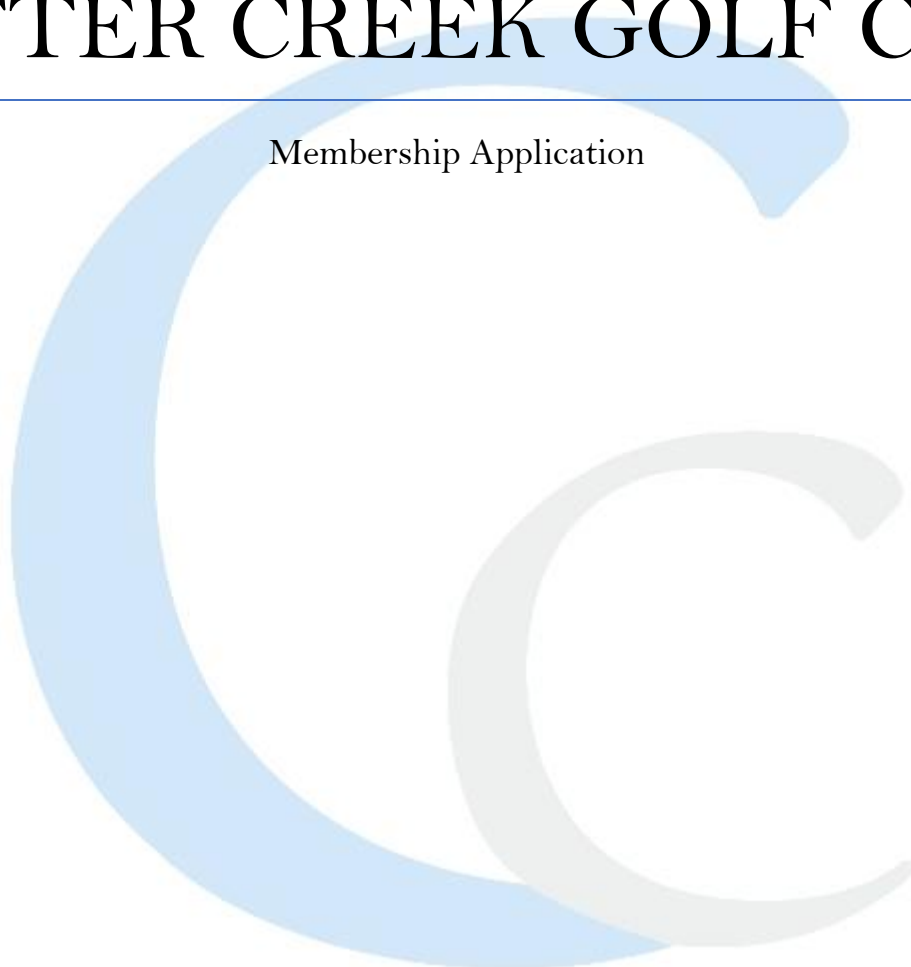




CUTTER CREEK GOLF CLUB

Membership Application





Cutter Creek Golf Club 198 Clubhouse Dr. Snow Hill, NC 28580

Application for Membership

I am applying for the following type of membership:

- ☐ HOA (Cutter Creek HOA Member)
- ☐ Resident (Primary residence inside 20 mile radius "as the crow flies" of Cutter Creek)
- ☐ Non-Resident (Primary residence outside 20 mile radius "as the crow flies" of Cutter Creek)
- ☐ Junior (21-30 years of age)

I will pay dues in the following category:

- ☐ Individual
- ☐ Family (2 or more)

I will pay dues in the following manner:

- ☐ Monthly
- ☐ Annual (make one payment for 12 months of membership, get 1 month free)

I want the billing information sent to:

- ☐ My home address
- ☐ My business address

I hereby apply for membership in Cutter Creek Golf Club: Name: _____ Birth Date _____

Address & Telephone Information

Name: _____ Phone (home) _____

Home Address: _____ City/State/Zip _____

Business (Optional) _____ Phone (Business) _____

Business Address _____ City/State/Zip _____

To receive club news and events, please provide your email address: _____

Eligible Family Members (Spouse and Dependent Child - 21 years old and younger)

Spouse _____ Birth Date _____

Dependent Child _____ Birth Date _____

Dependent Child _____ Birth Date _____

Dependent Child _____ Birth Date _____

Membership: My Membership will be held in name of _____ (Primary Member)

Refund: No part of the membership entrance fee is refundable except as defined in the Membership Plan. No part of an Annual payment is refundable if membership is terminated before their payment anniversary date.



Resignation

By submitting this Application for Membership at Cutter Creek Golf Club, I understand that once my Application is accepted, I am agreeing to undertake payment of all Membership Dues for at least one (1) full year commencing on the date of my acceptance to the Cutter Creek Golf Club. It is agreed that I may resign from Cutter Creek Golf Club by giving thirty (30) days advance written notice to Cutter Creek Golf Club and by paying all dues (Including the initial one (1) year term of Membership) and other charges for which I may be liable. I shall not thereafter be subject to any further dues or other charges. It is further understood and agreed that I must follow and adhere to all rules and regulations as set forth by Cutter Creek Golf Club. Any rule violations subject the membership to possible suspension up to and including termination.

Assessments

I understand that as a matter of Agreement with Cutter Creek Golf Club my membership is non-assessable and that I am assuming no liabilities whatsoever in connection with my membership other than the payment of the full initiation fee, applicable membership dues and charges incurred by me, my family, and guests in the use of Cutter Creek Golf Club and that such membership does not confer upon me any ownership of Club property or assets.

Member Rates, Rules & Regulations

As a member, I agree to pay all dues owed to Cutter Creek Golf Club when and as they become due. I understand that the Member Rates are subject to change without notice and at any time. Furthermore, I agree to conform to and be bound by the rules and regulations of Cutter Creek Golf Club as they may be amended from time to time.

Applicant's signature

Date

Sponsor Member

Name

Phone (home)

Please mail this Application to:

Cutter Creek Golf Club 198 Clubhouse Drive Snow Hill, NC 28580

Office Use Only – Do Not Write Below This Line

Accepted this _____ day of _____

Approved by _____



Cutter Creek Golf Club 198 Clubhouse Dr. Snow Hill, NC 28580

Cutter Creek Golf Club: Membership Contact Information

Date _____

Member Name _____

Current Address: Street _____ City _____ State _____ Zip _____

Home Phone Number _____ Cell Phone Number _____

Email Address _____

Credit Card Authorization

I, _____, hereby authorize Cutter Creek Golf Club to charge my credit card for the following category as applicable.

Please check one:

_____ Annual Membership Fee with Monthly charges of cart fees, merchandise and food & beverages

_____ Monthly Membership Fee with charges of cart fees, merchandise and food & beverages

Credit card Information:

() MasterCard () Visa () Amex Credit Card Number _____

Expiration Date ____/____/____ CVV/CVC Code _____

Name on Credit Card: _____

Credit Card Billing Address:

Street _____ City _____ State _____ Zip _____

As the credit card holder, I hereby authorize Cutter Creek Golf Club to bill my credit card for my charges. This authority will remain in effect until Cutter Creek Golf Club is notified by me in writing to cancel it in such time as to afford Cutter Creek and the Financial Institution listed above a reasonable opportunity to act on it.

Card Holder's Signature _____ Date ____/____/____



Cutter Creek Golf Club II, LLC

Pool Use Indemnification

Disclaimer, Waiver, Indemnification, and Arbitration Agreement

I hereby enter this Disclaimer, Waiver, Indemnification, and Arbitration Agreement with and for the benefit of Cutter Creek Plantation Homeowners Association, Cutter Creek Golf II, LLC, Mill Run Development Group II, LLC, and other affiliated, related, prior and successor entities (hereinafter referred to collectively as “Cutter Creek entities”).

In consideration for the opportunity to use the swimming pool and/or pool house, and to participate in swimming and other activities including the use of the swimming pool and/or pool house in the Cutter Creek community, I certify that I have read, understand, and agree to abide by the Cutter Creek Pool Rules and any safety, member responsibility, clean-up or other rules or guidelines for the use of the pool and pool house. I further certify that I have sufficient knowledge and experience in the use of the pool and pool house. I will exercise care not to damage the pool or the pool house, but if I do I will immediately report damage to and acknowledge that I will be responsible for any costs so incurred to repair or replace the damage. Before leaving the pool and/or pool house, I will clean up as required by any rules or guidelines for the Cutter Creek Pool.

I further agree to follow the direction of any employees or officers of the Cutter Creek entities while on or at the pool and/or pool house and to exercise reasonable care to protect others and myself from an injury or damage that may arise out of use of the pool, the pool house, or any equipment.

I understand and acknowledge that use of the pool and/or pool house, by its nature, is a hazardous activity. As a condition of access to and use of the pool and/or the pool house, I agree to and accept, to the extent permitted by law, all risks associated with such access and use and agree to waive, release from liability, indemnify, defend, and hold harmless the Cutter Creek Plantation Homeowners Association, Cutter Creek Golf Club II, LLC, Mill Run Development Group II, LLC, and affiliate, related, prior and successor entities, their successors and assigns, officers, directors, employees, agents, members, insurers and representatives, including without limitation costs and attorneys’ fees, whether or not based upon the acts or omissions of the Cutter Creek entities, arising out of, resulting from or in connection with my access, including those of my guests, to or use of the pool and/or pool house.



Cutter Creek Golf Club 198 Clubhouse Dr. Snow Hill, NC 28580

The Releases and Indemnifications provided for herein, include, but are not limited to, any liabilities, costs, claims, damages, and suits arising out of falling, slipping, drowning, or any other such incidents resulting in injuries or damages to ourselves or any third party.

I further agree to defend the Cutter Creek entities, their successors and assigns, officers, directors, employees, agents, members, insurers and representatives from any claim, arising in whole or in part of the actions of mine or those of my guests occurring on or within the premises of the pool and/or pool house.

I further acknowledge and understand that the Cutter Creek entities are not responsible for any loss of or damage to any personal property that I bring to the pool and/or pool house.

I have carefully read and understood this agreement, and I am aware that by signing this agreement I AM WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE. I FURTHER AGREE TO SUBMIT TO BINDING ARBITRATION TO ALL DISPUTES WHICH ARISE OR MAY ARISE, WHETHER OR NOT CONTRACTUAL IN NATURE, BETWEEN THE PARTIES GOVERNED BY THE TERMS OF THIS AGREEMENT.

It is my express intent that this Disclaimer, Waiver, Indemnification, and Arbitration Agreement shall bind me, the members of my family and spouse, heirs, assigns, personal representatives, third parties, and shall bind the family members, heirs, assigns and personal representatives of anyone that I invited and/or am responsible for or that is attending any event/party at the Pool/Pool house.

Printed Name _____ Signature _____ Date _____

Address _____ Telephone No. _____

Witness _____ Date _____



Cutter Creek Golf Club 198 Clubhouse Dr. Snow Hill, NC 28580
Cutter Creek Golf Club II, LLC

Pool Use Policy

Hours of Operation: 9:00 a.m. - 8:00 p.m.

Season opens: May 23, 2020

(Pool is not permitted to be opened after dark)

Season closes: September 7, 2020

To make the pool experience a pleasant and safe one, the following rules are in effect. Management reserves the right to change these rules as needed.

1. No lifeguard is on duty. Swim at your own risk.
2. The pool gate must be closed at all times. Please ensure the gate closes as you enter or exit the pool.
3. NO smoking within the pool area!
4. Access to the pool is gained only by using a pool key. The pool is for the use of Homeowners and Cutter Creek Golf Club members with pool keys and their guests only.
5. You are allowed to have 4 guests with you at the pool. Please note that you must have your pool key with you at all times, those who enter without a pool key will be treated as trespassers. All guests must be accompanied by a homeowner/occupant or Club member.
6. Homeowners Association Dues and Cutter Creek Golf Club Dues must remain current or pool privileges will be denied until the account is brought up to date.
7. Anyone found giving access to unauthorized persons into the pool facility area that does not have an active pool key/pass can have their pool privileges suspended for one month. (All homeowners and Golf Club members that are authorized to use the pool should have a valid pool key; otherwise they should contact management for information).
8. No children under the age of 14 are permitted without parental supervision. Children under the age of 18 years cannot be left responsible for children under the age of 14.
9. Swimmers are asked to shower before entering the pool.
10. Sunbathers are requested not to block walking access around the pool area. Keep pool furniture away from the pool edge. Grills of any type are not permitted in the pool area. Smoking, eating and drinking habits should be conducted with a view towards respecting the rights of others. No eating or drinking in the pool. No bottles or glass containers are permitted in the pool area. This is a hazard to the daily maintenance of the pool, and if broken glass is found, it could lead to the closing of the pool for an undetermined length of time.
11. Any person with an infectious disease, cold or bandage will not be allowed in the pool.



12. No diving, running, pushing, jumping off pool furniture, or rowdy (loud) behavior will be permitted.

Portable radios are allowed, if kept on a LOW volume and is not offensive to others. All sunbathers and guests of the pool are to refrain from using abusive or profane language. If a person is using abusive/profane language, they may be asked to leave the pool area and will be reported to the Board for suspension of pool privileges.

13. You are responsible for the pool keys given to you and may be charged a fee for any lost keys or for replacement keys.

14. These Pool Rules are subject to change at any time and without notice. Please check in at the Club House for the most recent copy from time to time.





Cutter Creek Golf Club II, LLC

Golf Course Use Policies

1. All golfers must follow and adhere to all rules and regulations as set forth by Cutter Creek Golf Club. Any rule violations will subject the golfer's membership or golf course use privileges to possible suspension up to and including termination or prohibition from using the Cutter Creek Golf Course.
2. Hours of Operation. Operating hours of the Cutter Creek Golf Club will be determined by Cutter Creek Golf Club and will be set with the purpose of serving the Members and Guests in mind.
3. Starting Times: Members may obtain starting times up to ten (10) days in advance. Guests may obtain starting times up to seven (7) days in advance. Management reserves the right to make special consideration for tournaments, special events and out-of-town guests.
4. Walking Members and/or Guests must inform the golf shop before starting play.
5. Golf Cart Requirements:
 - Walking permitted at any time on weekdays and after 12p.m. on weekends and holidays
 - No private golf carts are allowed
 - Must have a valid drivers license to operate a cart
6. Payment for all golf fees must be made or arranged prior to play.
7. The Professional Staff has full authority of the golf players at all times. They are directed to carry out the rules and regulations pertaining to the golf course and play. Any violations are to be reported to Cutter Creek Golf Club management.
8. No more than four (4) players may play as a group.
9. Groups of five (5) may play only if cleared by the golf shop.
10. Fivesomes will receive one warning and then be split into two groups after the second warning if they fall behind the pace of play.
11. No more than two (2) golf carts per foursome and one (1) golf cart per twosome are allowed.
12. Each player must have a golf bag and a set of clubs.
13. All play must start on tee number 1 at all times unless permission to do otherwise is obtained from the Golf Shop.
14. All players must obtain a starting position from the Golf Shop.
15. Allow faster players to play through if there is an open hole ahead of your group.
16. All carts will remain a minimum of 30 feet from the greens/tees or on the cart path.



17. Only alcoholic beverages purchased at the Cutter Creek Golf Club are permitted to be consumed on the premises.
18. Please repair ball marks on greens, rake all bunkers, and sand all divots in fairways.
19. Proper golf attire is required at all times for all golfers on the golf course, putting green and driving range. No t-shirts, denim, cut-off jeans, swimsuits or tank tops are permitted. Men must wear sleeved shirts at all times.
20. Unaccompanied children under 15 years of age are not allowed on the golf course on Saturdays, Sundays, or holidays until the time designated as twilight unless authorized by the Golf Shop.
21. Only professionals employed by the Cutter Creek Golf Club may teach on the club premises.
22. Members must have an established handicap to play in Cutter Creek Golf Club tournaments. Members desiring to establish a handicap must post all scores after each complete round.
23. Handicapped flags will be issued in two fashions:
 - Permanent Flags: Golfers with a long term disability must apply to the Cutter Creek Golf Club Management to receive approval for a permanent flag. A physician's statement is mandatory.
 - Short Term: Golfers with a short term disability may obtain a flag through the Cutter Creek Golf Club Management.
24. Golfers with handicapped flags are to stay 30 feet from the edge of the green and are not to drive on par 3's.
25. The Professional Staff has the authority to schedule starting times at their discretion.
26. The USGA rules are in effect. Local rules are listed in these Rules and Regulations and/or posted on the bulletin board. It shall be the players' responsibility to keep informed and knowledgeable of playing rules.
27. Firearms and any other weapons are not permitted on the Club property at any time.
28. Jogging, bicycling, fishing or recreational walking is not permitted on the golf course while golfers are on the course.
29. Complaints, comments and suggestions from Members and/or Guests are always welcome and should be directed to the Cutter Creek Golf Club Management.
30. No Liability for Injury or Loss. Cutter Creek Golf Club assumes no liability for injury occurring on the golf course or any areas of the Cutter Creek property. Members and Guests use the Cutter Creek Golf Club facilities at their own risk, including, but not limited to, during inclement weather and lightning activity. All persons using or entering the Cutter Creek Golf Club premises assume the risk of personal injury and the loss of personal property and release the Cutter Creek Golf Club from any and all



liability for such injury and losses. Members and Guests using a golf cart accept and assume all responsibility for liability connected with operation of the golf cart. Members and Guests expressly indemnify and agree to hold harmless the Cutter Creek Golf Club and their officers, directors, employees, affiliates, representatives and agents from any and all damages, whether direct or consequential, arising from or related to the Members' or Guests' use and operation of the golf cart.

31. These rules may be amended at any time and without notice. Please check with the Club House for the most up to date version.





Cutter Creek Golf Club II, LLC

Member Rules & Regulations

Welcome to Cutter Creek Golf Club II, LLC (the “Golf Club”) we are pleased to present the following Rules & Regulations governing your membership at Cutter Creek. Please note that we require strict compliance with these Rules & Regulations to maximize each Member’s enjoyment of our facilities in Snow Hill, North Carolina. Please also note that these Rules & Regulations are subject to amendment from time to time and at any time by the Golf Club management. A copy of the Current Rules & Regulations is maintained at all times at the Club House for your reference.

Index:

- I. Admission of Members
- II. Categories of Membership
- III. Membership Dues
- IV. Initiation Fees
- V. Payment of Membership Dues and Club Fees
- VI. Rights, Liabilities and Indemnities
- VII. Obligations of Members
- VIII. Resignation
- IX. Suspension/Termination of Membership
- X. Medical Leave of Absence
- XI. Pet Policy
- XII. Alcohol Policy
- XIII. Firearms/Weapons



I. Admission of Members

Prospective members shall apply for membership by completing a Membership Application and submitting it to the Golf Club Management for review.

II. Categories of Membership

- a. HOA Member: members who own a Lot at the Cutter Creek Plantation.
- b. Resident Member: members whose principal place of residence is within 20-mile radius (“as the crow flies”) of the Cutter Creek Golf Club.
- c. Non-Resident Member: members whose principal place of residence is outside the 20-mile radius (“as the crow flies”) of the Cutter Creek Golf Club.
- d. Junior Member: Members who are aged 21 to 30 years old.

III. Membership Dues

Management retains the right to establish and modify the rates for each Category of Membership Dues. Members will be notified of any change in the Dues rates.

- a. HOA: applies to the individuals and families who are HOA Members.
- b. Individual: applies when only a single person enjoys the rights and privileges of any of the above listed Categories of Membership.
- c. Family: applies when multiple members of the same household enjoy the rights and privileges of any of the above listed Categories of Membership. Dependent children are eligible to enjoy age-appropriate membership privileges under a Family Membership until they reach the age of twenty-four (24).

IV. Initiation Fees

Upon becoming a Member at the Golf Club, each Member shall be obligated to pay the then-current Initiation Fee corresponding to his/her Category of Membership. Initiation Fees are determined in the sole discretion of the Club’s Management.

V. Payment of Membership Dues and Club Fees

Dues are payable when each dues statement is received and in no event later than thirty (30) days after the invoice date. Finance charges of 1.5% per month will be imposed on any payments not received within thirty (30) days after the invoice date. Memberships at the Club, as well as all charging privileges, will be suspended on accounts after forty-five (45) days of failure to pay past dues. The Member is eligible for Termination of Membership following sixty (60) days of failure to pay all past dues owed. Any costs incurred by Management in collecting past due balances will be the responsibility of the Member.



VI. Rights, Liabilities and Indemnities

Membership in any of the above listed Categories of Membership confers each Member with the following rights:

- ❖ To access and use, in accordance with their intended purposes, the Golf Club facilities on site (including the Club House and the Pool House);
 - ❖ To access and use, in accordance with the posted Policies of Use, the golf course and the pool.
- a. Membership in any of the above listed Categories of Membership does not give any Member a right, title, interest, claim or demand to any of the monies, property or assets of the Golf Club.
 - b. Membership in any of the above listed Categories of Membership does not create any liability for the debts, contractual obligations or other liabilities of the Golf Club. Individual Members' liability is limited to their obligation to pay all Club Dues and Fees as and when they become due and to comply with the terms of these Rules & Regulations as well as any posted Policies of Use at the Cutter Creek facilities.
 - c. Members may use the Pool upon submission of signed copy of the Pool Use Indemnification Agreement.

VII. Obligations of Members

- a. To abide, at all times, with these Rules & Regulations;
- b. To comply, at all times, with the Policies of Use governing the Cutter Creek Facilities;
- c. To pay all Membership Dues when and as they become due;
- d. To promptly notify the Golf Club of any change in address, telephone number, and names of household members eligible to enjoy the privileges of membership;
- e. To promptly report any damage to or loss of Golf Club property caused by the actions of the member and to pay and make well to Golf Club on all costs incurred as a result of repairing or replacing the property.

VIII. Resignation

Any Member, other than an HOA Member, may resign from the Golf Club at any time by giving thirty (30) days advance written notice in a letter to the Golf Club Management expressing his/her intent to resign from Membership. A Member's resignation shall take effect upon full payment of all Dues and Fees owed by the Member to the Golf Club. Resignation does not cancel an obligation to pay unpaid balance of a membership initiation fee or regular dues and/or fees. New Members are obliged to pay the full first year of Membership Dues at Cutter Creek Golf Club, regardless of resignation, suspension or termination.



IX. Suspension/Termination of Membership

a. Definitions:

- ❖ Suspension of Membership: A Member's account will be frozen and any additional fees incurred by the Member in the use of the Golf Club facilities must be paid in cash at the time of use.
- ❖ Termination of Membership: A Member's account will be considered canceled and the individual will be barred from making use of the Golf Club facilities for at least thirty (30) days. The Golf Club retains the right to turn the former Member's account over to a debt collection agency.
- ❖ Terminated Members are eligible to re-apply for Membership and/or pay the current daily rate to play the Golf Course after at least thirty (30) days have passed since the payment of all dues and fees owed to the Golf Club has been made.

b. Policy for Suspension or Termination of Membership:

- I. Failure to Pay Dues or Fees: All dues and fees owed by Members must be paid within thirty (30) days of receipt of a bill or invoice from the Golf Club. Any Member who fails to pay all past due balances and late fees within forty-five (45) days of the original invoice date will be subject to Suspension of Membership. Any Member who fails to make payment on all past due balances and late fees within sixty (60) days will be subject to Termination of Membership.
- II. Failure to Comply with Rules & Regulations and/or Policies of Use: For the safety and enjoyment of all, Members and their Guests must comply, at all times, with these Rules & Regulations and any applicable Policies of Use. Except for regard to payment of dues and fees, an initial failure to comply will result in a verbal or written warning to the Member. A record of each such warning will be kept by the Golf Club Management. In the event of a second failure to comply with the Rules & Regulations or Policies of Use, a Member is subject to suspension of his/her privileges. Following Suspension of Membership, a third failure to comply with the Rules & Regulations or Policies of Use will result in termination of Membership at the Golf Club.

X. Medical Leave of Absence

- a. A Medical Leave of Absence is an option available to Members who do not choose to temporarily terminate their Membership at Cutter Creek as a result of a medical condition. A Medical Leave of Absence is a period during which a Member, as a result of a medical condition, is physically unable to enjoy the Golf Club facilities. At Cutter Creek, Medical Leave



may be granted for a minimum of sixty (60) days but may not exceed a period of one hundred and eighty (180) days. During a Medical Leave, the Member's accounts are frozen and the Member will not incur dues during his/her absence from the Club. As a result of this, the Member will not have access to the Club facilities during his/her period of Medical Leave. Only Members who are current on all dues and fees owed as of the date of application are eligible for Medical Leave.

- b. Club Members may request a medical leave of absence if: (1) the Member is current on all dues and fees owed; and (2) the Member can establish that he/she is currently or will in the near future be unable to play golf or enjoy any of the Club facilities as a result of a medical condition.
- c. To apply for a Medical Leave of Absence, the Member must fill out and submit a written application for Leave. In determining whether to grant Medical Leave, the Club Management may consider the following factors:
 - ❖ Documentation submitted by a medical practitioner establishing that a medical condition exists that prevents the Member from enjoying the Club facilities;
 - ❖ Whether the Member is current on payments for all dues and fees owed;
 - ❖ Prior requests for a Medical Leave of Absence submitted by and/or granted to the Club Member;
 - ❖ The duration of the requested Leave.
- d. Any Member that fails to follow the procedure outlined in Paragraph C above will not be granted a Medical Leave of Absence, and will be responsible for dues and any club expenses just as if their membership was in good standing, regardless of their medical condition.

XI. Pet Policy

Dogs and other pets are not permitted in the Club facilities, including on the golf course and in the pool area.

XII. Alcohol Policy

Only alcohol purchased at Cutter Creek Golf Club may be brought onto the Golf Course.

XIII. Firearms/Weapons

Firearms and any other weapons are not permitted on the Club property at any time.



Summer 2020 - Winter 2020 Membership Rates

Resident Member (primary residence inside 20 mile radius of Cutter Creek)

Individual Member- \$205.00/month OR \$2,255.00 as one annual payment (one month FREE)

Family Membership- \$220.00/month OR \$2,420.00 as one annual payment (one month FREE)

Non-Resident Member (primary residence outside 20 mile radius of Cutter Creek)

Individual Member- \$110.00/month OR \$1,210.00 as one annual payment (one month FREE)

Family Membership- \$165.00/month OR \$1,815.00 as one annual payment (one month FREE)

Junior Member (21-30 years of age)

Individual Member- \$110.00/month OR \$1,210.00 as one annual payment (one month FREE)

Family Membership- \$165.00/month OR \$1,815.00 as one annual payment (one month FREE)

****Beginning August 1, 2020 there will be a non-refundable Initiation Fee of \$750
for all new members in each membership category.****

Rates subject to change without notice.