

# **LAPLAYA BEACH AND GOLF CLUB**

## **RULES AND REGULATIONS**

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## **PREAMBLE**

These Rules and Regulations are intended to be a brief guide to the use of LaPlaya Beach and Golf Club (the "Club") and its Beach Club Facilities and Golf Club Facilities (collectively the "Club Facilities"). They are not intended to deal with all conceivable issues that may be presented for governance. These Rules and Regulations are established by the Club to protect the Club Facilities and to promote the health, safety, welfare and enjoyment of the members, their families and guests and all other persons using the Club Facilities. The Club is committed to providing all members and their guests with an enjoyable club experience. To uphold these standards, members and guests are expected to act in a manner consistent with good taste. The Club may amend these Rules and Regulations from time to time as it determines appropriate in its sole discretion.

## **GENERAL CLUB RULES**

1. Members, their families and their guests shall abide by all rules and regulations of the Club as they may be amended from time to time.
2. The Club Facilities shall be open on the days and during the hours as may be established by the Club. Areas of the Club may also be closed for scheduled maintenance and repairs. Certain areas will be designated as "member only" facilities.
3. Performance by entertainers will be permitted on the Club Facilities only with the permission of the Club.
4. Dining room activities for groups will be permitted only with the permission of the Club.
5. Alcoholic beverages will not be served or sold, nor permitted to be consumed, at the Club in any manner prohibited by law. The Club reserves the right, in its sole discretion, to refuse service to a member or guest when that member or guest appears to be intoxicated.
6. All food and beverages consumed at the Club must be furnished by the Club.
7. Employees are permitted to deliver food or alcoholic beverages to locations away from the immediate area of the clubhouse or other designated areas of the Club only with the permission of the Club, and in accordance with applicable laws.
8. Commercial advertisements shall not be posted or circulated in the Club nor shall solicitations of any kind be made on the Club Facilities or upon the Club's stationery without the prior approval of the Club. Other than as permitted in writing by the Club, no petition shall be originated, solicited, circulated or posted on Club property.
9. Members shall not use the roster or list of members of the Club for solicitation or commercial purposes or distribute the roster to anyone other than a member.
10. It is contrary to the Club's policy to have its facilities used for functions or fund raising efforts for the benefit of a political cause, except as specifically permitted by the Club.
11. The Club Facilities shall not be used in connection with organized religious services or other activities except as may be approved by the Club.
12. Members should not request special personal services from employees of the Club or use the Club's furnishings or equipment, which are not ordinarily available for use by members.

13. Dogs or other pets (with the exception of those assisting persons with disabilities) are not permitted on the Club Facilities. Where dogs are permitted on the grounds, they must be on a leash. Members are responsible for damage caused by an animal owned by the member or under the member's control.

14. All complaints, criticisms or suggestions of any kind relating to any of the operations of the Club or its employees must be in writing, signed and addressed to Club management.

15. Members and their guests may not abuse any of the Club's employees, verbally or otherwise. All service employees of the Club are under the supervision of Club management and no member or guest shall reprimand or discipline any employee, nor shall a member request an employee to leave the Club Facilities for any reason. Any employee not rendering courteous and prompt service should be reported to the management of the Club immediately.

16. Self-parking is not permitted on the Club or Resort property, except at the Golf Club Facilities.

17. Smoking is permitted only in designated areas. Cigar and pipe smoking is permitted in designated areas.

18. No fireworks are permitted anywhere on Club property or adjacent areas unless part of a fireworks exhibit organized and conducted by the Club.

19. Firearms and all other weapons of any kind are not permitted on Club property at any time.

20. Bicycles, skateboards and coolers are not permitted on Club property.

21. Use of the Club Facilities may be restricted or reserved from time to time by the Club.

22. Violation of any of these rules or conduct in a manner prejudicial to the best interests of the Club will subject the person in violation to disciplinary action by the Club in accordance with these Rules and Regulations.

23. The personnel of the Club will have full authority to enforce these Rules and Regulations and any infractions will be reported to the management of the Club.

24. In no event shall the Club discriminate against any individual because of the individual's race, color, religion, sex, national origin, age, handicap or marital status.

## **MEMBERSHIP CARDS**

1. The Club will issue a membership card to the member and the other members of his or her family who are eligible for membership privileges. Membership cards will include the member's name, club account number, member's picture and category of membership. Membership cards will only be issued upon payment of dues by the member. Membership cards will not be issued to children under the age of ten or over the age of 22.

2. Members and their families must have their membership cards with them at all times while using the Club Facilities.

3. Members must check-in at the Club Valet area and may be asked to present their membership card upon entering the Club Facilities.

4. A membership card may not be used by any person other than the person to whom it is issued. Membership cards are not transferable.

5. In order to protect members from improper charges and as a prerequisite for members to receive preferred pricing, membership cards must be presented at the point of sale for all transactions, including all food and beverage purchases. Membership cards must be presented prior to placing any order.

6. Membership cards can be mailed to the members at the address designated by the member or held for pick-up at the Membership Office as determined by the Club.

7. In the event of a lost or stolen membership card, the Club must be notified immediately. The member's club account will be canceled and the Club will issue a new membership card number. Until notification of card loss or theft is received in writing by the Club, the member shall be responsible for all charges placed on the account. A card replacement fee as determined by the Club may be charged for lost, stolen or damaged membership cards or in any situation where the club account number is changed.

8. Each member may 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.

#### **MEMBER DUES AND CHARGES**

1. Members' dues will be billed on an annual basis unless otherwise determined by the Club.

2. A member is entitled to charge privileges at the Club so long as his or her membership is in good standing.

3. Members have the option of having dues, fees and other charges billed to their credit or debit card on file with the Club, or billed directly to their club account, as provided for in the Membership Agreement. Such charges will be billed on a monthly basis. All members agree to pay directly to the Club any amounts not paid by the credit or debit card company within ten days of receipt of written notice from the Club.

4. All food, beverage, merchandise and services of the Club charged to the member's club account will be billed monthly and each member's club account shall be due and payable at the time of billing.

5. Club accounts shall be deemed delinquent from the date first billed if payment is not received within 30 days after the date of billing. Past due bills will be subject to a one and one-half percent (1.5%) late payment charge per month, but not to exceed the maximum amount permitted by law. The late payment charge shall accrue 30 days from the date of billing until the account is paid in full.

6. If a member fails to pay any club account within 30 days of when it is first billed, the Club shall have the right to suspend membership privileges in the Club at any time until the delinquent account is paid in full. Continued delinquency for a period of 90 days from the date a club account is first billed or repeated incidents of delinquency by a member may result in termination of membership in the Club.

7. 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.

8. If the club account of any member is delinquent, the Club may at its option take whatever action it deems necessary to effect collection, including without limitation, suspension or termination of a membership or legal action. 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, and if judgment is obtained by the Club, the member shall also be liable for all costs and expenses of such legal action and reasonable attorneys' fees, including any fees required in connection with appellate proceedings.

9. If a member who has paid annual dues for any membership year dies on or before November 30 of such membership year and the deceased member's spouse does not continue the membership, the Club will refund the annual dues to the estate of the deceased member after receipt of a written request from the personal representative or surviving spouse on or before December 31 of the membership year.

## **MAILING ADDRESSES**

1. Each member shall be responsible for filing with the Membership Office, in writing, preferably on a form provided by the Club, his or her mailing address and any changes thereto, where the member wishes all notices and invoices of the Club to be sent. A member shall be deemed to have received mailings from the Club ten days after they have been mailed to the address on file with the Club. In the absence of an address on file at the Membership Office, any Club mailing may, with the same effect described above, be addressed as Club management may think is most likely to cause its prompt delivery.

2. The Club must be notified in writing of any change of address. Failure to do so shall constitute a waiver of the right to receive Club notices, bulletins and any other communications, and a violation of these Rules and Regulations.

## **MEMBERSHIP OF CORRESPONDENCE**

Complaints or suggestions concerning the management, service or operation of the Club should be in writing, signed by the member and addressed to Club management. Errors in billing charges should be directed to the attention of the Accounting Department.

## **CLUB SERVICES AND ACTIVITIES**

1. The Club provides a variety of social, cultural and recreational events in which all members are encouraged to participate.

2. The Club desires to encourage the use of the Club Facilities 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.

3. Private functions are permitted at the Club only with prior permission of the Club. The individual sponsoring the function shall assume full responsibility for the appropriate usage and service charges, and for the conduct of guests and the removal of any decor. The sponsor of the function shall be responsible for any damage to the Club Facilities and for the payment of any charges not paid by individuals attending the private function. Additional charges may apply for said functions, i.e. valet parking charges, décor, room rental, etc.

4. Special events and functions may be scheduled from time to time at the discretion of the Club.

## **RESIGNATION OF MEMBERSHIP**

1. A member may resign membership in the Club by delivering written notice of resignation to the Club's Membership Office. A membership shall be deemed to have been resigned as of the date the Club receives written notice of the member's resignation.
2. Notwithstanding any resignation, the member and his or her spouse shall remain liable for any amounts unpaid on the member's club account.

## **DISCIPLINE**

1. Members are responsible for their own conduct and for the conduct of their family members and guests. Any member whose conduct or whose family's or guest's conduct shall be deemed by the Club to be likely to endanger the welfare, safety, harmony or good reputation of the Club or its members or is otherwise improper, may be reprimanded, fined, suspended or expelled from the Club and have all privileges associated with the membership suspended or terminated by the Club. The Club shall be the sole judge of what constitutes improper conduct, but improper conduct will include, without limitation: (i) failing to meet eligibility for membership, (ii) submitting false information on the Prospective Member Information Statement, (iii) allowing his or her membership card to be used by another person, (iv) failing to pay any amount owed to the Club in a proper and timely manner, (v) failing to abide by the rules and regulations as set forth herein and as established by the Club from time to time, (vi) abusing Club personnel or employees, or (vii) acting in a manner incompatible with the standard of conduct of the existing membership or which would likely injure the reputation of the members or the Club.

2. Any member accused of improper conduct shall be notified of the Club's proposed disciplinary action and shall be given an opportunity to be heard by the Club to show cause why he or she should not be disciplined. If such member desires to be heard, the Club shall set a time and date (not less than ten days thereafter) for a hearing. While such complaint is being considered by the Club, the member shall enjoy the privileges of the Club. Notwithstanding the foregoing, the Club may, without notice and without a hearing, immediately suspend some or all privileges associated with a membership and/or, after notice, terminate a member for failure to pay in a proper and timely manner dues, fees or any other amounts owed to the Club.

3. If the Club determines that a member's conduct or the conduct of his or her family or guest is improper, the Club may terminate the membership, suspend or restrict the member's membership privileges, or restrict the use privileges of the member's family or guest whose conduct was improper. No member is entitled, on account of any restriction or suspension, to any refund of any membership deposit, initiation fee, dues or any other fees. During the restriction or suspension, dues and other charges shall continue to accrue and shall be paid in full prior to reinstatement as a member in good standing.

4. A member whose membership has been terminated shall not be entitled to a refund of any portion of the member's initiation fee. A Refundable Membership (issued before January 1, 2018) which has been terminated hereunder shall be placed on the waiting list for reissuance and the refundable portion of the member's membership deposit shall be returned to the member in the same manner as in the case of any resigned membership. All membership privileges shall cease upon termination of membership. A member whose membership has been terminated shall be responsible for dues through the end of the membership year in which the termination occurs, unless otherwise determined by the Club.

## **LOSS OR DESTRUCTION OF PROPERTY OR INSTANCES OF PERSONAL INJURY**

1. Each member as a condition of membership and each guest as a condition of invitation to the Club Facilities assumes sole responsibility for his or her property. The Club shall not be responsible

for any loss or damage to any personal property used or stored on the Club Facilities, whether in lockers or elsewhere. Any such personal property which may have been left in or on the facilities for six months or more without payment of storage thereon may be sold by the Club, with or without notice, at a public or private sale, or may be otherwise disposed of, and the proceeds, if any, may be retained by the Club.

2. No person shall remove from the room in which it is placed or from the Club's premises any property or furniture belonging to the Club without proper written authorization. Every member of the Club shall be liable for any property damage caused by the member, any guest or any family member. The cost of such damage shall be charged to the responsible member's club account.

3. Any member, family member, guest or other person who, in any manner, makes use of or accepts the use of any apparatus, appliance, facility, privilege or service whatsoever owned, leased or operated by the Club, or who engages in any contest, game, function, exercise, competition or other activity operated, organized, arranged or sponsored by the Club, either on or off the Club's premises, shall do so at his or her own risk. The member and his or her family members and guests shall hold Hazel Lessee LLC (the "Company"), LaPlaya Golf Club, LLC, Stephen J. Lockwood & Co., LLC, the Club's management firms, and their affiliates, and their respective shareholders, partners, directors, officers, members, employees, representatives, agents and members of the Club's Advisory Committee or committees (collectively, the "Indemnified Parties") harmless from any and all loss, cost, claim, injury, damage or liability sustained or incurred by him or her, resulting or arising out of or incident to membership in the Club and/or from any act or omission of any of the Indemnified Parties. Any member shall have, owe and perform the same obligation to the Indemnified Parties hereunder in respect to any such loss, cost, claim, injury, damage or liability sustained or incurred by any guest or family member.

4. Should any party bound by these Rules and Regulations bring suit against any of the Indemnified Parties in connection with any event or activity operated, organized, arranged or sponsored by the Club or on any other claim or matter in connection with membership in the Club, and fail to obtain judgment therein against anyone or more of them, said party shall be liable to the prevailing Indemnified Parties for all costs and expenses incurred by them in the defense of such suit, including court costs and attorneys' fees and expenses through all appellate proceedings.

## **RESERVATIONS AND CANCELLATIONS**

1. Reservations for lunch are appreciated and recommended for parties of six or more. Dinner reservations are required. Members who have not made a reservation in advance are accepted on a walk-in basis and will be seated subject to availability. A 24 hour notice is requested for parties of more than twelve persons and a set menu should be arranged in advance. The courtesy of providing notice of necessary changes or cancellations is requested 24 hours in advance.

2. Reservations may be required for certain activities of the Club and shall be accepted on a first-come, first-served basis by pre-registering with the appropriate personnel of the Club, and will be accepted up to one month in advance. For special events and holidays unused reservations not cancelled within 72 hours will incur a cancellation fee.

3. For all functions of the Club held in the dining area of the Club that stipulate open seating, tables will be assigned on a first-come, first-seated basis. Reservations for special tables will not be accepted. For special events, the Club reserves the right to limit the number of attendees and member guests.

4. Reservations for dining will be held for only 15 minutes after the reserved time. To enjoy pre-dinner cocktails, please arrive before designated reservation time. "No Shows" are costly to the Club, and in addition may preclude other members' enjoyment of the Club. If your plans change, it will be appreciated if you promptly inform the Club.



5. No member or committee shall plan or set dates for dining room activities without prior approval of the Club.

## **GRATUITIES**

1. For the convenience of all members, a gratuity percentage, as determined from time to time by the Club, will be added to all food and beverage sales. A member may increase or decrease the gratuity percentage by signing the ticket invoice and changing the amount of the gratuity as the member deems appropriate.

2. No gratuities of any kind shall be given to any employee of the Club by members, guests or their families. Acceptance of a gratuity by any employee may cause his or her dismissal with the exception of the valet, beach attendant, pool attendant and golf bag attendant.

3. It is customary for the Club to send a letter providing an opportunity for members to contribute a suggested contribution to a Holiday Fund for all Club employees. Payment of such contribution will be voluntary and will be included on the contributing member's November bill. This Holiday Fund provides the members with an opportunity to show their appreciation to Club employees during the holiday season. Club management shall be responsible for the distribution of these funds.

## **CHILDREN**

1. Children under sixteen (16) years of age are not allowed at the Club Facilities unless accompanied and supervised by an adult.

2. Children under the lawful drinking age are not permitted in any lounge unless accompanied by an adult.

3. Members are responsible for the conduct and safety of their children when enjoying the Club Facilities.

## **ATTIRE**

It is expected that members will choose to dress in a fashion befitting the surroundings and atmosphere provided in the setting of the Club. It is also expected that members will advise their guests of the dress requirements. From time to time, dress requirements may be published and altered by the Club. All members and guests are expected to understand and comply with the Club's dress code. By doing this, members will add to the enjoyment of the Club. Appropriate attire is as follows:

### **BEACH CLUB ATTIRE**

1. Shirts and shoes must be worn at all times when on Club Facilities, other than at the beach, swimming, and applicable spa facilities.

2. The Club management also reserves the right to deny access to anyone the management deems to be in inappropriate attire that is offensive to others or not in good taste with the Club culture.

3. Bathing suits may only be worn in the pool, beach areas and locker rooms. All other Club Facilities require appropriate cover-ups and shoes to be worn. Bathing suits are inappropriate after the pool closes.

## **CLUB LOUNGE AND DINING ROOM ATTIRE**

1. Daytime (before 5:00 p.m.): Men and women should wear casual wear including, shorts, shirts, dress jeans (no holes, rips, tears, or fraying), bathing suits with cover-ups, shoes or sandals.
2. Evening (after 5:00 p.m.): Men should wear club casual, including slacks, dress shorts, dress jeans (no holes, rips, tears or fraying), shirts, and shoes. Jackets are not required. Women should wear club casual including blouses, slacks, skirts, dresses, dress jeans (no holes, tears, rips or fraying), shoes or dress sandals.
3. Sports caps or tee shirts bearing inappropriate wording are not permitted at any time in the private dining or lounge areas of the Beach Club.

## **GOLF ATTIRE**

1. Proper golf attire is required for all players. Men should wear collared shirts and slacks or knee length shorts. Women should wear blouses or golf shirts, knee length shorts or slacks. Shoes with metal spikes are not allowed on the course or at the Club.
2. Shoes with "soft spikes" or spikeless shoes must be worn by all golfers.

## **GUEST PRIVILEGES**

1. 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 are invited by a member on any given day. The Club shall establish from time to time the rate of the daily guest fees, charges and the rules and regulations for use of the Club Facilities by guests. Guest privileges may be denied, withdrawn or revoked at any time for reasons considered sufficient by the Club, in its sole and absolute discretion.
2. All guests, other than extended family houseguests or extended family members registered at the Resort, must use the Club Facilities in accordance with these Rules, and must be accompanied by the member while using the Club Facilities.

## **BEACH & GOLF CLUB GUEST PRIVILEGES**

1. Guest charges for any services will be charged against the sponsoring member's club account. The Club reserves the right to charge unaccompanied guests directly for all fees and services incurred.
2. Guest privileges may be limited by the Club, from time to time, in the sole and absolute discretion of the Club. Notice of such limitation will be given by the Club.
3. The sponsoring member shall be responsible for all charges incurred by the guest. The sponsoring member is also responsible for the conduct of a guest while at the Club. If the manner, conduct or appearance of any guest is deemed to be unsatisfactory, the sponsoring member shall, at the request of the Club, cause such guest to leave the premises of the Club.

## **BEACH CLUB GUEST PRIVILEGES**

1. Extended family houseguests must be registered by the sponsoring member with the Membership Office, prior to the arrival of the guests. Application forms requesting houseguest privileges for extended family members may be obtained from the Membership Office. Houseguest privileges may be extended to extended family of a member over the age of 22 while that guest is residing in a member's

residence on a temporary basis, whether or not the member is in residence. To provide membership privileges for a houseguest, the sponsoring member must initiate the application for houseguest membership at least five business days prior to the arrival date of the houseguest.

2. Guest cards for extended family houseguests will be issued for the length of stay, up to a maximum of two weeks per stay and four weeks per membership year. At the expiration of the Card, renewals of houseguest privileges will be granted at the discretion of the Club.

3. Members will be charged a temporary houseguest membership fee for each one week period in addition to all daily use fees as determined from time to time by the Club.

4. The sponsoring member does not have to give up membership rights for the period of time the houseguest is in residence.

5. All charges incurred by the extended family houseguest will be billed to the member's club account.

6. The Club must be notified of a cancellation at least two days prior to the arrival date of the houseguest. Failure to advise the Club of a cancellation may result in the member's club account being charged the full houseguest fee.

7. Extended family houseguests must have their guest card with them at all times while using the Club Facilities and present the card upon making purchases.

8. Extended family houseguest privileges may be limited by the Club, from time to time, in the sole and absolute discretion of the Club. Notice of such limitation will be given by the Club.

9. The sponsoring member shall be responsible for the conduct of an extended family houseguest while at the Club. If the manner, conduct or appearance of any houseguest is deemed to be unsatisfactory, the sponsoring member shall, at the request of the Club, cause such houseguest to surrender the guest card and leave the premises of the Club.

## **GOLF CLUB GUEST PRIVILEGES**

1. Unaccompanied guests may be sponsored by the member to play golf upon the payment of guest greens fees, cart fees and any other applicable user fees. Tee times for unaccompanied golf guests may be restricted by the Club as determined by the Club from time to time. A particular individual using the Club Facilities as a guest must be registered by the sponsoring member with the Club. The Club reserves the right to require identification by each guest. Guests will be charged guest fees for use of the Club Facilities as determined from time to time by the Club.

2. Accompanied and unaccompanied guests of members will have access to the Golf Club facilities in accordance with their sponsoring member's use privileges. However, unaccompanied guests will not have access to the Golf Club facilities before 10:30 A.M. during the Winter Season.

3. The Club may limit unaccompanied guest privileges from time to time. Accompanied guest privileges will be limited to a certain number of rounds per season each year.

## **GOLF USE PRIVILEGES**

1. Beach and Full Golf Members, Beach and Social Golf Members, and Golf Only Members have unlimited access to the golf course during normal operating hours. However, Beach and Full Golf Members and Golf Only Members shall have exclusive use of the golf course during Designated Times (as hereinafter defined) from November 15 through April 15 (the "Winter Season") of

each year. "Designated Times" are 8:00 a.m. to 10:30 a.m. from November 15 to December 31, and 7:30 a.m. to 10:30 a.m. from January 1 to April 15. If a Beach and Social Golf Member is invited to play golf with a Beach and Full Golf Member or Golf Only Member as a guest before 10:30 a.m., golf fees would be required to go on the Beach and Full Golf Member's or Golf Only Member's account and would be charged at the Guest rate, not the Beach and Social Golf Member rate. The number of plays for the Beach and Social Golf Member as a guest of Beach and Full Golf and Golf Only Members will be limited to five times in Winter Season.

2. Beach and Full Golf Members and Golf Only Members may make tee times seven days in advance, while Beach and Social Golf Members have three days advance sign-up.

3. To better control golf play during prime-time periods, the management of the Club may designate "primary playing times" from time to time when only the primary member and spouse, designated by the member in his or her Membership Agreement, will be entitled to use the Golf Club Facilities.

4. Guests of members may use the Golf Club Facilities at all times if sponsored by a member, in accordance with the sponsoring member's use privileges.

5. Unaccompanied guests will have access to the Golf Club Facilities in accordance with their sponsoring member's use privileges. However, unaccompanied guests will not have access to the Golf Club Facilities before 10:30 a.m. during the Winter Season, except for designated "Guest Days" or as otherwise permitted by the Club or the golf pro. Unaccompanied guest privileges may be limited by the Club from time to time, in the sole and absolute discretion of the Club.

6. Resort guests may use the Golf Club Facilities and only after 10:30 a.m. during the Winter Season.

7. The Club has the option to close the Golf Club Facilities one weekday each week for scheduled maintenance and repairs. The Club or Resort may have golf outings on these days.

8. All golf events will be open to all Beach and Full Golf Members and Golf Only Members. Beach and Social Golf Members will be allowed to participate in a limited number of events. Beach and Social Golf Members will be required to pay applicable greens fees in addition to entry fees for such events. Beach and Full Golf Members and Golf Only Members will have priority registration when field size is limited.

## **GENERAL GOLF RULES**

1. 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 in conflict with local rules or with any of the rules herein.

2. "Cutting-in" is not permitted at any time. All players must check in with the starter.

3. Practice is not allowed on the golf course. The practice facilities should be used for all practice.

4. Speed of play: It is the goal of all players to complete their round in less than four hours. This amount of time is more than adequate, provided all players remain aware of the rights of others to play without delay. It is the responsibility of each group to keep pace with the group ahead. If a group falls one complete hole behind the group ahead, the group should allow the following group to go through. It is each group's responsibility to be observant of its position on the course and keep pace. The

ranger has the authority to keep play moving at the proper pace for all players' enjoyment. Players unable to keep proper pace may be requested to leave the course.

5. If a player is repeatedly warned for slow play, the Club may take such action as it deems appropriate, including without limitation, restricting the person's use of the golf course during certain times of the day.

6. All players who stop after playing nine holes for any reason must occupy the next tee before the following players arrive at the tee or they shall lose their position on the golf course and must get permission from the starter to resume play.

7. All tournament play must be approved in advance by the Head Golf Professional.

8. Enter and leave bunkers at the nearest level point to the green and smooth sand over with a rake upon leaving.

9. Repair all ball marks on the green.

10. Repair all divots.

11. Searching for balls other than those played by members of the group is not allowed on the course at any time.

12. Each player must have his or her own set of golf clubs.

13. Proper golf attire is required for all players, as previously described.

14. If lightning is in the area, all play shall cease. Although the pro shop staff may warn players about lightning in the area, of which it is aware, the Club does not assume any duty to detect lightning and warn them. If Club personnel warn players about potential lightning in the area, players must stop play immediately.

15. Jogging, bicycling, fishing or recreational walking is not permitted on the golf course at any time.

16. No beverages or beverage coolers are permitted on the course unless provided by the Club.

17. "Discontinued Play" Policy: less than three holes played - full 18 hole credit; less than 12 holes played - nine hole credit.

18. Twosomes may play at the discretion of the pro shop. Twosomes should not expect to play through foursomes and should not exert any pressure on the groups ahead. Foursomes shall have the right of way.

19. Twosomes and singles shall be grouped with other players, if available, at the discretion of the pro shop.

20. Singles shall have no priority on the golf course and shall be permitted to play only at the discretion of the pro shop. Singles should not expect to play through other groups and should not exert any pressure on groups ahead.

21. Groups of five or more players shall only be permitted on the golf course with the permission of the pro shop.

22. Walking is permitted during times designated by the pro shop.

## **HOURS OF PLAY**

The hours of play and pro shop hours shall be posted in the pro shop. The Head Golf Professional may close all or any part of the course for maintenance, weather conditions, or tournaments. The Head Golf Professional shall retain the right to close any part of the course at any time for any reason deemed necessary.

## **GOLF STARTING TIMES**

1. Starting times may be made in person or by phone during pro shop hours. All players must reserve a starting time through the pro shop. The pro shop will assign the starting time depending on availability.
2. Starting time changes must be approved by the pro shop.
3. Players who fail to cancel their starting time 48 hours prior to their scheduled starting time may be charged a fee for the unused rounds as determined by the Club from time to time.
4. Members should notify the pro shop of any cancellation as soon as possible.
5. The Club reserves the right to install an automated tee time reservation system for tee time reservations.

## **REGISTRATION**

1. All members and guests must register in the pro shop before beginning play.
2. Failure to check in and register ten minutes prior to a reserved starting time may result in assignment of another starting time or cancellation, at the discretion of the starter.

## **PRACTICE RANGE**

1. The practice range is open during normal operating hours as posted in the pro shop. The practice range may be closed for general maintenance at the Club's discretion.
2. Range balls are for use on the practice range and may not be used on the golf course.
3. Golf carts are not permitted on any tee area. Parking of golf carts is allowed in designated areas.
4. Balls must be hit from designated areas. No hitting is permitted from the rough or sides of the practice range.
5. Proper golf attire is required at all times on the practice range.
6. Lessons by unauthorized professionals are prohibited.
7. Beach and Social Golf Members are allowed to access practice facilities on days they are playing golf or taking lessons, within one hour of their scheduled tee time or a half hour prior to their scheduled lesson. Beach and Social Members may use the practice facilities in the off season during normal club hours.

## **GENERAL GOLF CART RULES**

1. The use of golf carts is mandatory when posted.
2. Golf carts shall not be used by a member or guest on the Club Facilities without proper assignment and registration in the pro shop.
3. Golf carts may only be used on the golf course when the course is open for play.
4. Golf carts may only be operated by persons at least 16 years of age having a valid automobile driver's license.
5. Only two persons and two sets of golf clubs are permitted per golf cart.
6. Privately owned golf carts are not permitted.
7. Obey all golf cart traffic signs.
8. Always use golf cart paths where provided.
9. Be careful to avoid soft areas on fairways, especially after rains. Use roughs whenever possible.
10. Never drive a golf cart through a hazard.
11. Operation of a golf cart is at the risk of the operator. Persons who are or appear to be legally intoxicated may not operate a golf cart. Cost of repair to a golf cart which is damaged by the member, a family member or a guest of the member shall be charged to the member. Each member and guest of the Club shall be held fully responsible for any and all damages, including damages to the golf cart, that are caused by the misuse of the golf cart by the member, his or her family members or guests or guests of the Club, and shall reimburse the Club and/or any operator of the Club for any and all damages the Club may sustain by reason of misuse.
12. Each member accepts and assumes all responsibility for liability connected with operation of the golf cart. The member also expressly indemnifies and agrees to hold harmless the Indemnified Parties from any and all damages, whether direct or consequential, arising from or related to the member's, his or her family members' or guests' use and operation of the golf cart.
13. "Course closed" or "hole closed" signs are to be adhered to without exception.
14. Violations of the golf cart rules may result in loss of golf cart privileges and/or playing privileges.

## **HANDICAPS**

1. Handicaps are computed under the supervision of the pro shop in accordance with the current USGA Handicap System.
2. All members and their guests with a USGA approved handicap may participate in Club tournaments. All handicaps submitted may be reviewed by the pro shop.
3. Members who wish to establish handicaps are responsible for turning in all their scores on a daily basis. Any member failing to turn in a score shall result in a score being posted that is equal to

their lowest score on record. The pro shop shall assist any members needing help with the posting procedures.

4. Accurate records are to be kept of scores turned in and recorded for all full rounds played. The pro shop shall determine if there are violations by members in turning in their scores.

5. The Club reserves the right to adjust handicaps for Club tournament play. The Club also reserves the right to deny any member entry into tournament play for handicap manipulation.

## **GOLF COURSE ETIQUETTE**

Persons using the golf course should do their part to make a round of golf a pleasant experience for everyone at the Club. Here are some suggestions:

1. 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 a player is delayed in making his shot, it would be courteous for such player to indicate to another player to play which should not be deemed playing out of turn.

2. The time required to "hole out" on and around the green is a chief cause of slow play. Study and clear the line of your putt while others are doing the same. Be ready to putt when it is your turn.

3. Be sociable, but reserve your extended conversations for the 19th hole.

4. When approaching a green, park your golf cart on the cart path on the best direct line to the next tee, in order to save significant time. Never leave the golf cart in front of the green where you will have to go back and get it while the following players wait for you to move on.

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

6. If you are not holding your place on the course (see General Golf Rules), allow the players behind to play through. Do the same if you stop to search for a lost ball.

7. The golf rangers will report slow play and all breaches of golf etiquette to the pro shop. Appropriate action will be taken by the pro shop personnel.

8. Smoking in the form of tobacco, pipe, cigar or all cigarettes is not permitted except in designated areas at the Golf Club.

## **GENERAL BEACH AND POOL RULES**

1. Use of the pool and beach at any time is at the swimmer's own risk. Any injuries or accidents should be reported to the attendant immediately.

2. Members must register their guests and are responsible for the payment of any appropriate charges as the Club may determine from time to time.

3. Children 16 years and younger must be accompanied and supervised by an adult at all times.



4. Children who cannot swim must be accompanied by a parent or guardian at all times while in any of the pool areas.
5. Children wearing diapers other than those specifically designed for swimming use are not permitted in any pool.
6. Swimming is permitted only during designated hours. The pool is officially closed when a "CLOSED" sign is posted.
7. Showers are required before entering the pool.
8. Bottles, glass objects, drinking glasses and sharp objects are not permitted in the pool area. Trash should be placed in the proper receptacles located throughout the pool area.
9. Food is allowed only in designated areas of the pool facilities.
10. All swimmers must wear bona fide swimming attire. Cut-offs, dungarees and bermuda shorts are not considered appropriate swim wear. Proper non-swim attire is required at all times in the clubhouse, other than in the locker rooms. Shoes or other foot coverings and caftans or shirts must be worn outside the swimming pool area.
11. Radios, televisions and the like are permitted only with headphones or earphones.
12. Lifesaving and pool cleaning equipment should be used only for the purposes intended.
13. Running, ball playing and hazardous activities are not permitted in the pool areas. Pushing, dunking and dangerous games are prohibited.
14. Diving is not permitted, nor is jumping or rough play from the decorative water features.
15. Fishing, spear fishing and snorkeling equipment, other than a mask and snorkel, are not to be used in the pool areas except as part of an organized course of instruction.
16. Throwing footballs, frisbees, tennis balls, or other objects, spitting or spouting water, and tag games are not allowed in the pool area. The pool staff has the authority to expel from the pool areas anyone who does not follow these Pool Rules or whose conduct is otherwise unbecoming of a member.
17. Beach or pool parties (ten or more people) may be arranged through the Club in advance of the occasion. Charges will apply.
18. All persons using pool furniture are required to cover the furniture with a towel when using suntan oils and lotions, as the use of these oils and lotions could stain or damage the furniture.
19. All persons using the pool area are urged to cooperate in keeping the area clean by properly disposing of towels, cans, cigarettes, and all other trash in the proper receptacles.
20. Smoking is permitted in designated areas only.
21. Flotation devices are permitted for non-swimming children up to five years of age. Small toys such as balls, water guns, rings, etc., may be permitted, depending on the number of persons in the pool and the manner in which the toys are used. Air mattresses may be permitted, depending on the size of the mattress and the number of persons in the pool. The pool staff has the authority to discontinue use of these mattresses upon the determination that they present a safety hazard or hinder the enjoyment of the pool by others. Tire inner tubes are not permitted at any time.

22. Persons who leave the pool area for over 30 minutes must relinquish lounges and chairs by removing all towels and personal belongings. Saving chairs for persons absent from the pool area is prohibited.

23. Only food and beverages served by the Club/Resort are permitted on the premises. Coolers are strictly prohibited.

24. Duplicated seating at the beach and pool is not allowed. Reservations for beach chaises/lounges are at Club discretion.

## **GENERAL SPA RULES**

1. Beach and Full Golf Members and Beach and Social Golf Members are entitled to participate in any Spa programs which may periodically be offered and to utilize all Spa services, amenities and facilities as they may exist from time to time, and subject to payment of any fees, space availability, and these Rules and Regulations, as they may exist from time to time.

2. Children are not permitted in the Spa unless accompanied by an adult. Pets are absolutely prohibited in the Spa.

3. Regular operating hours of the Spa will be posted at the Spa. From time to time, the hours of operation of the Spa may be changed or the Spa may be closed for necessary repairs or maintenance.

4. Members are permitted to bring guests to the Spa subject to the policies and procedures specified by the Club. A guest fee will be charged for each guest in addition to fees for the use of specific Spa services. All guests, upon entry to the Spa, must sign in and register.

5. All exercise classes and class times shall be determined by the Spa operator, and may be changed from time to time. Personal exercise trainers not employed by the Spa are not permitted to conduct personal exercise training programs.

6. All members must present their membership card at the Spa reception desk and register before entry into or use of the Spa facility. Photo identification will be requested. Membership cards will be retained at the reception desk until the members check out of the Spa.

7. Casual workout attire is acceptable. Cut-offs and/or torn garments shall not be permitted to be worn in any exercise areas of the Spa.

8. Appropriate footwear must be worn at all times.

9. No bare feet are allowed outside of the steam, sauna and treatment areas.

10. Smoking is not permitted in the Spa except outdoors.

## **STEAM ROOM RULES**

1. Consult your physician before using the steam rooms. These treatments produce dry and moist heat and generally reach temperatures above 105 degrees. It is not advisable to remain in the treatment rooms for more than five minutes at any one time. Pregnant women should not use the whirlpools or other facilities that would elevate the core body temperature.

2. Never use a steam room when you are under the influence of alcohol or narcotics, or when you have taken antihistamines, tranquilizers, vasoconstrictors, vasodilators or stimulants.

3. Elderly people and those who suffer from diabetes, heart disease or high/low blood pressure should not use steam rooms.

4. Never go into a steam room on a full stomach. Wait two hours after a heavy meal before using a steam room.

5. Following a strenuous exercise period, **DO NOT GO DIRECTLY INTO A STEAM ROOM.** Rest and cool down; allow your pulse to return as close as possible to your resting rate before entering either facility.

6. For sanitary reasons, no shaving or paper cups are permitted in the steam room.

### **BEACH CLUB LOCKER ROOM FACILITIES**

1. Members must check in at the designated reception area.

2. Children under the age of 16 are not permitted in the locker room unless accompanied by an adult member.

3. Day lockers are available on a per visit basis. Locker keys must be returned at time of checkout. A fee will be charged for keys which are not returned. Items left in lockers will be removed on a daily basis.

4. We recommend you not bring valuables into the locker room facilities. Each person entering the locker room assumes liability for the loss of any items stored in a locker or common closet.

5. For fire safety reasons, all clothing and personal articles must be stored in a locker or common closet in the locker room and not under benches or in the common areas.

### **SPA SERVICES**

1. Cancellation Policy – A four hour notice to cancel without charge is required. You will be charged the full price of your service if you cancel within four hours of your scheduled time or fail to show up. Rescheduling your appointment within four hours of your scheduled time will result in a 50% charge of its value. We will make every attempt to fill your vacant appointment time, and will not charge you if we are able to do so.

2. We ask that you arrive 15 to 20 minutes prior to your service to relax and prepare for your treatment. If you are late for your appointment, only the remaining time left will be allowed so the therapist will be on time for the next appointment.

3. For your convenience, a gratuity will be added to the charge for each treatment.

### **GENERAL FITNESS RULES**

1. All persons using the fitness facilities do so at their own risk and may be required to execute such forms releasing the Club from liability for their use of the Club's Facilities as determined from time to time.

2. For members' safety, no leg weights or wrist weights may be worn during exercise classes unless specified as part of the class by your fitness instructor.

3. It is the responsibility of all persons to obtain instruction on how to use the equipment prior to usage of such equipment, and the equipment is only to be used in accordance with such instructions.

4. It is the responsibility of each person using the fitness facilities to consult with his or her physician, and such person should be in good physical condition and have no physical, medical or psychological conditions, disabilities, impairments or ailments, chronic or otherwise, which would preclude, impair or prevent the member from using the fitness facilities, equipment or amenities or engaging in active or passive exercise. Members assume full risk of loss and responsibility for damage to their health if the foregoing representations are not and do not continue to remain true.

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

6. A completed and signed health questionnaire may be required before using the fitness facilities. No physician or nurse will be on duty.

7. All members and their guests must sign in at the front desk.

8. Guest fees may be charged for use of the fitness facilities. If fees are established, the member's account will be billed.

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

10. Casual workout attire is acceptable at the fitness facilities including tee-shirts, tank tops, gym shorts or warm-up pants for men; and leotards, tights, tee-shirts, tank tops, gym shorts or warm-up pants for women. Only aerobic or court shoes may be worn at the fitness facility and in the aerobics studio. No black-soled shoes shall be permitted at the fitness facility.

11. Pregnant women should not use those fitness facilities that would elevate their core body temperature.

12. Smoking and alcoholic beverages are prohibited at the fitness facility. No food or drink may be brought onto the premises.

13. Members, family members and guests assume full risk of loss and responsibility for damage to their health.

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

15. Children under 16 years of age are not permitted to use the fitness facilities unless accompanied or supervised by an adult.

16. Horseplay, profanity, disruptive conduct and indiscreet behavior at the fitness facilities is strictly prohibited.

17. Stereos, televisions and tapes should be enjoyed at a volume so as not to disturb fellow members.

18. All jewelry must be removed prior to exercising.

**MEMBERS ASSUME FULL RISK OF LOSS AND RESPONSIBILITY FOR DAMAGE TO THEIR HEALTH.**