

THE GOLDEN BEAR GOLF CLUB, LLC



RULES AND REGULATIONS



The Golden Bear Golf Club, LLC

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PREAMBLE

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 may amend these Rules and Regulations when necessary, and publish supplemental "House Rules" pamphlets that explain, restate, and augment these Rules and Regulations. Such "House Rules" are to be considered part of these Rules and Regulations.

GENERAL CLUB RULES

1. Members, their families and their guests and all persons using the Club Facilities shall abide by all rules and regulations of the Club.
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. The Club reserves the right to close the golf course and Clubhouse to hold promotional events and tournaments or to otherwise reserve or restrict use of the Club Facilities. Certain areas of the Club may be designated as "Member only" facilities.
3. Alcoholic beverages will not be served, sold or permitted to be consumed, at the Club in any manner prohibited by law. Bringing any outside alcoholic beverages onto Golden Bear Club property is against the law in the state of Florida. 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.
4. All food and beverages consumed at the Club Facilities must be furnished by the Club unless otherwise permitted.
5. Banquets – All Members requesting to use the Club for private parties are required to read, sign and return a contract outlining banquet guidelines prior to holding the event.
6. 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.
7. 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. Members shall not use the roster or list of Members of the Club for solicitation or commercial purposes.
8. Members should not request special personal services from employees of the Club who are on duty or the personal use of the Club's furnishings or equipment, which are not ordinarily available for use by Members.

9. Dogs or other pets (except for Service Dogs) are not permitted on the Club Facilities, including the golf course, the driving range, cart paths, pool and tennis courts. Members and guests are responsible for damage caused by an animal owned by the Member or guest or under the Member's or guest's control.
10. If you have a service dog, you must present the proper paperwork to The Golden Bear Club management team before entering the facility with said service dog.
11. All complaints, criticisms, or suggestions of any kind relating to any of the operations or facilities of the Club and Club employees may be submitted to the General Manager by phone or via email at (jjenkins@thegoldenbearclub.com)
12. Members, their guests and others using the Club Facilities may not abuse any of the Club's employees, verbally or otherwise. All service employees of the Club are under the supervision of the General Manager and no Member or guest shall reprimand or discipline any employee, nor shall they 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.
13. 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.
14. 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.
15. 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.

MEMBER DUES AND CHARGES

1. Members' dues will be billed on a monthly basis unless otherwise determined by the Club.
2. A Member is entitled to credit and charge privileges at the Club so long as his or her Membership is in good standing and provided the Member has furnished the Club with an approved credit card to which the Member authorizes the Club to charge dues, fees and charges.
3. All charges for purchases and services at the Club other than those paid for in cash, if cash payments are permitted, shall be charged to the Member's account with the Club. Membership dues will be billed to the Member for payment by check or credit card. If paid by credit card, these dues, fees, and charges shall be paid to the Club by the credit card company.
4. Members will receive either a written statement or an invoice of their monthly charges, which will be charged to their credit card on file or will be expected to be paid by check . If

a Member chooses to pay by credit card and the credit card company does not pay the charges, then Members agree to promptly pay directly to the Club any amounts not paid by the credit card company upon written notice from the Club. In the event a member fails to pay with five (5) days following the date payment is due, Member shall be charged and shall pay twelve percent (12%) per annum, compounded annually, in the unpaid balance of the amount due and owing.

5. After 30 days of non-payment the members account will be suspended and will not be able to use The Golden Bear facility until balance is paid in full.
6. Cash is not accepted as a method of payment in the dining rooms in the Club. Cash may be accepted as a method of payment in other areas of the Club.
7. If payment in full, including any reinstatement fees owed by a Member, is received prior to the Club's terminating a Membership, the Member making payment shall be reinstated as a Member in good standing.
8. In the event 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 Membership.
9. If the Club account of any Member is delinquent, the Club may at its option take whatever action it deems necessary to effect collection. 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.
10. All Members are required to meet a **quarterly or annual** food minimum.

MAILING ADDRESSES

1. Each Member shall be responsible for filing with the Membership Office, in writing, preferably on an Application for Membership or another form provided by the Club, his or her mailing and email addresses and any changes thereto, where the Member wishes all notices and invoices of the Club to be sent. Email is the preferred method of communication between the club and its members. 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 be addressed by the General Manager to an address most likely think to cause its prompt delivery.
2. The Club must be notified in writing or email 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.
3. Statements will be sent Via Email. Please be sure members have an active email on file at all times.

MEMBERSHIP CORRESPONDENCE

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

CLUB SERVICES AND ACTIVITIES

1. The Club desires to encourage the use of the Club Facilities by Members for private functions. Members are required to make reservations with the appropriate Club personnel for available dates and arrangements.
2. 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 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. All food and beverages must be provided by the Club. No food and beverage is allowed to be brought into the Club.
3. Special events and functions may be scheduled at the discretion of the Club.
4. All Members requesting to use the Club for private parties are required to read, sign and return a contract outlining banquet guidelines, prior to holding the event.

RESIGNATION OF MEMBERSHIP

1. Subject to the provisions of the Membership agreement, 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 after the term of 12 months' notice.
2. Notwithstanding any resignation, the Member and his or her spouse shall remain liable for any amounts unpaid on the Member's Club account, and pursuant to the Membership agreement.

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 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) failure to meet eligibility for Membership, (ii) submitting false information on the Membership agreement, (iii) allowing his or her Membership number 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, (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 the Club is considering such complaint, 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. The Club may restrict or suspend some or all of a Member's, family Member's and/or guest's Club privileges. 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.

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 assume sole responsibility for his or her property. The Club shall not be responsible for any loss or damage to any private 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 90 days 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 or guest of the Club shall be liable for any property damage and/or personal injury at the Club, or at any activity or function operated, organized, arranged or sponsored by the Club, caused by the Member, his or her guest or any family Member or by a guest of the Club. In the case of a 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, including without limitation, the use of golf carts, 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 or other persons shall hold, Golden Bear Golf Club, LLC, its affiliates, their successors and assigns and their respective shareholders, partners, directors, officers, Members, employees,

representatives, agents and Members of any advisory board or committees (collectively, "Indemnified Parties") harmless from any and all loss, cost, claim, injury, damage or liability sustained or incurred by him or her, resulting therefrom, 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 or arbitration against any of the Indemnified Parties in connection with any event 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 any one 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 or arbitration, including court costs, arbitration costs, and attorneys' and paraprofessionals' fees and expenses through all appellate proceedings.

RESERVATIONS AND CANCELLATIONS

1. For all functions of the Club held in the dining rooms of the Club, tables will be assigned on a first-call, first-choice basis. Reservations are preferred in the Nicklaus Restaurant however, the Pointe18 Bar & Grille is on a first come, first served basis unless there is a special event.
2. Reservations for banquets or special Member Club events and holidays must be made in advance with the Food and Beverage Director or other designated management personnel. No Member or committee shall plan or set dates for dining room activities without prior approval of the Club. Cancellation fees do apply when cancellation is made within 48 hours of the event. Such cancellations fees will be determined by the club and will not exceed the total cost of the event.

GRATUITIES

1. Cash tipping is encouraged for outside golf service personnel.
2. Adding gratuity is encouraged for our waiters, waitresses, and bartenders, as there is no automatic gratuity added to their services.
3. Beverage cart operators and snack bar personal have an auto gratuity of 15%. Additional gratuity is optional.

CHILDREN

1. Unless permitted by the Club, children under sixteen years of age are not allowed at the Club Facilities and Club grounds unless accompanied and supervised by an adult.
2. Children under the lawful drinking age (21) are not allowed to be seated at the bar or bar island of the Pointe 18 Bar and Grille. Children are permitted to dine in the Pointe18

Grille area at any time under the supervision of an adult. The Club does reserve the right to hold special "adult s only" dinning events and parties.

3. Members are responsible for the conduct and safety of their children when at the Club Facilities.
4. Members and family Members must be 18 years of age in order to utilize the fitness center. Children ages 13-17 may use the fitness center on a daily basis between the hours of 3pm – 5pm when accompanied by a parent or approval by club management. Children 12 and under are not allowed in the fitness center.
5. Kid's Night activities are designed for children that are 4 and older and must be well-behaved on their own. Children 3 and under must be accompanied by a parent or guardian.

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. Shirts must be tucked in and hats must be facing to the front. Children aged 16 and over shall dress in accordance with the adult regulations. Children under the age of 16 must wear neat and tidy clothes.

GOLF COURSE AND PRACTICE FACILITY DRESS CODE FOR MEN

Men are required to wear golf slacks, knickers, or Bermuda length shorts (no shorter than 3" above the knee). An appropriate collared golf shirt which includes mock collars or turtlenecks will be required as well. Shirts must be tucked in at all times. Soft spike cleats are required.

Prohibited Gentlemen's Attire. Cargo pants or cargo shorts, gym type shorts, denim, camouflage, T-shirts. All logos are required to be understated and in good taste. Headwear must be worn in a tasteful fashion and always with the bill facing forward.

GOLF COURSE AND PRACTICE FACILITY DRESS CODE FOR WOMEN

Women are required to wear golf skirts, Bermuda length shorts (no shorter than 4" above the knee), dress slacks, knickers or Capri pants. An appropriate collared golf shirt which includes mock collars or turtlenecks will be required as well. Soft spike cleats are required. Sleeveless golf related apparel is permitted providing it is collared. Tailored shirts that are designed to be worn outside of the pants or shorts must be fitted below the hips to not allow a bare midriff during a swing. Soft spike cleats are required.

Prohibited Ladies' Attire. Cargo pants and cargo shorts, gym type shorts, denim, tank tops, low scoop necked shirts and T-shirts. Crop-tops are not permitted.

POINTE 18 BAR AND GRILLE DRESS CODE

In addition to all proper golf attire outline above the following attire will be permitted:

Men: Shorts, slacks, jeans or fashion denim with no holes or frays, and collared shirts.

Women: Shorts, slacks, skirts, jeans or fashion denim with no holes or frays, blouses and collared shirts.

Tennis Apparel may be worn as long as a jacket is worn over a tennis tank or halter top.

Children: Ages 16+ must comply with adult dress code.

Prohibited Gentlemen's and Ladies' attire. Swimwear, T-shirts or tank tops are not allowed anytime. Men are not permitted to wear hats at any time except for health or religious reasons or on the patio area.

The interpretation of the dress code is up to the sole discretion of the Club Management who will deem if attire worn is acceptable or not. 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.

GUEST PRIVILEGES

1. The Club shall establish 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 limited, denied, withdrawn, or revoked at any time for reasons considered sufficient by the Club, in its sole and absolute discretion.
2. The Club reserves the right to determine the maximum number of times a particular guest may use the Club Facilities as a guest of a Member during each Membership year and the number of guests a Member can sponsor in a given period. The same guest will only be allowed to frequent the club 12 times in a calendar year.
3. Any non-golf member or guest will only be allowed access to the golf facilities six (6) times per calendar year. There is no limit to the amount of times a Golf member can have their immediate family (father, mother, son, daughter, brother, sister or grandchildren) accompany them as guests on the course.
4. Guests will be entitled to use the Club Facilities only in accordance with the privileges of the Membership of the sponsoring Member upon payment of daily fees.
5. Guest charges for any services will be charged against the sponsoring Member's Club account unless the Club permits cash or credit card payments.
6. 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, deportment 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.

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. **All** players must check in with the golf shop. Under no circumstances are players permitted to start play from residences. "Cutting-in" is not permitted at any time.
3. Practice is not allowed on the golf course. The practice facilities should be used for all practice.
4. **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.
5. All tournament play, not including Golden Bear Club golf groups, must be approved in advance by The Director of Golf.
6. All players will enter and leave bunkers at the lowest level point to the green and smooth sand over with a rake upon leaving. The rake should then be placed back 6-12 inches in the bunker at the lowest level point.
7. All ball marks on the green must be repaired by players.
8. All divots must be repaired by players, using sand or the turf that was dislodged from the hitting point.
9. Searching for balls ("ball hawking") other than those played by Members of the group is not allowed on the course at any time.
10. Speed of play: It is the goal of all players to complete their round in less than 4 hours or in a comfortable and enjoyable amount of time. The layout of the course is designed for this speed of play. There are times i.e. special golf outings, tournaments, weather and cart path restrictions that will require a shorter period of time in some rare cases for speed of play to be extended. However, it is the responsibility of each group to keep pace with the group ahead. If your group falls one complete hole behind the group ahead, you are required to close the gap or lose your position on the course at the discretion of the golf operations staff. It is each group's responsibility to be observant of its position on the course and keep pace. The ranger or any Member of the golf operations staff 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 allow faster players to play through, skip holes to adjust pace, or asked to leave the course.

11. 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 and loss of privileges.
12. Each player must have his or her own set of golf Clubs.
13. Proper golf attire is required for all players. Please refer to the dress code of our golf and practice facilities on page 7.
14. If lightning is in the area, all play shall cease.
15. Fishing, jogging, bicycling, skateboarding, rollerblading, roller-skating, or recreational walking is not permitted on the golf course or cart paths at any time, except in connection with activities organized by the Club.
16. "Discontinued Play" Policy:

<u>Holes Played</u>	<u>Cart Refund</u>
0-4	Full Refund
5-13	One-Half Refund
14-18	No Refund

For Members and local non-Members, the Club will give a rain check. The rain check will count as (1) of the (6) permitted guest rounds upon redemption. For non-Members from out-of-town, the Club will give a refund.

17. Singles, twosomes and threesomes may play at the discretion of the golf operations staff. Singles, twosomes, or threesomes should not expect to play through foursomes and should not exert any pressure on the groups ahead. Foursomes shall have the right of way, but should observe proper golf etiquette concerning pace of play and letting faster groups play through.
18. Singles, twosomes and threesomes shall be grouped with other players, if available, at the discretion of the golf operations staff.
19. Groups of five or more players are no permitted at The Golden Bear Club.

SOCIAL MEMBERS GOLF ACCESS/PRACTICE FACILITY

1. Social Members have access to play the golf course six (6) times per calendar year and may bring up to 3 guests with them. The Social member and their guests will be charged at the current guest rate. Social members may not play as a guest of a member after the six (6) rounds have been used during the calendar year.

2. Social members may use the driving range and practice facilities for a daily fee that must be paid in the golf pro shop before accessing the range.

HOURS OF PLAY

The hours of play and golf shop hours shall be posted in the golf shop or accessible on the member's website. The golf operations staff shall determine when the golf course is fit for play.

GOLF STARTING TIMES

3. All players must have a starting time reserved through the golf operations staff. The staff shall assign the starting time depending on availability.
4. Starting times may be booked 30 days in advance or made in person or by phone during golf shop hours. Social members may book 48 hours in advance.
5. The club will not allow any standing tee-times, except for club run member events.
6. Members may only book for themselves and up to 3 additional players at a time unless otherwise approved by the head golf professional.
7. The golf operations staff must approve starting time changes.
8. Players who fail to cancel their starting time twenty-four hours prior to their scheduled starting time will be charged a fee for the unused rounds as determined by the Club and may lose advance sign-up privileges.

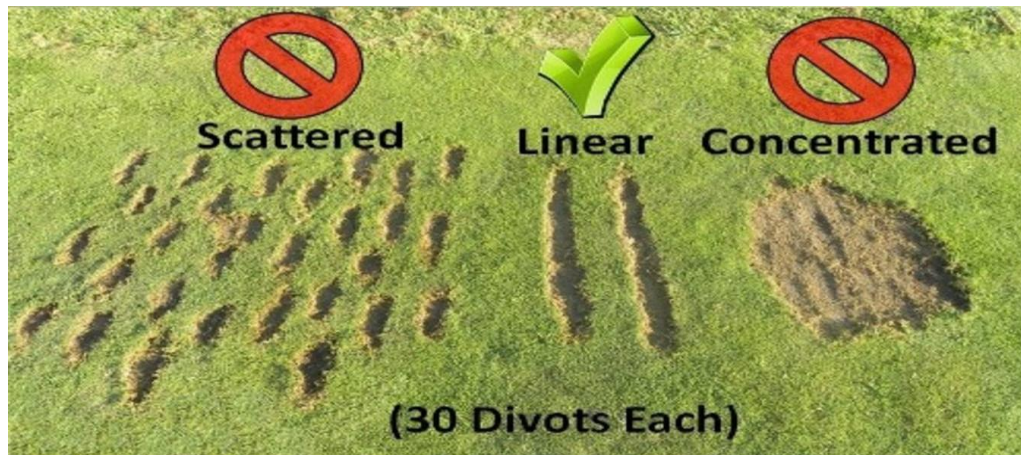
REGISTRATION

1. All Members and guests must register in the golf 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 golf operations staff and/or the starter.

PRACTICE RANGE

1. The practice range is open during normal operating hours (0700hrs - 1900hrs) as posted in the golf shop. The practice range may be closed for general maintenance or special events at the Club's discretion.
2. Both ends of the practice range are closed on Monday. This includes Driving Range, Chipping Green, and all Putting Greens.
3. Range balls are for use on the practice range and may not be used on the golf course.
4. Range balls and range ball containers may not be removed from Club property. Any member seen in violation of this policy will be suspended.

5. Golf carts are not permitted on any tee area. Parking of golf carts is only allowed in designated areas. Members End – Behind the rope, 1st tee side, cart path only.
6. Balls must be hit from designated areas. No hitting is permitted from the rough or sides of the practice range.
7. Divots on the driving range should be hit in vertical lines.



8. Proper golf attire is required at all times on the practice range and golf course.
9. Handbag ball shaggers are not permitted.
10. Social Members are only allowed to practice on the 1st tee side of the range after checking in at the Pro Shop to pay their daily fee.
11. Lessons by unauthorized professionals are prohibited.

GENERAL GOLF CART RULES

1. Golf carts shall not be used by a Member or guest on the Club Facilities without proper assignment and registration in the golf shop.
2. Golf carts may only be used on the golf course when the course is open for play.
3. Each operator of a golf cart must be at least sixteen years of age and have a valid U.S. driver's license.
4. Only two persons and two sets of golf Clubs are permitted per golf cart.
5. Pull carts are not permitted.
6. Obey all golf cart traffic signs.

7. Golf carts must stay on cart paths where applicable and must be kept twenty feet from greens.
8. Be careful to avoid soft areas on fairways, especially after rains. Use roughs wherever possible.
9. Operation of a golf cart is at the risk of the operator. Persons who are legally intoxicated 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 or a family Member or guest of a Member, shall be charged to the Member, or in the case of damage by a guest of the Club, to the guest. 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 of the Member, or guest 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.
10. Each Member and guest of the Club accepts and assumes all responsibility for liability connected with operation of the golf cart. The Member and guest of the Club 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 use and operation of the golf cart.
11. "Course closed" or "hole closed" signs are to be adhered to without exception.
12. Violations of the golf cart rules may result in loss of golf cart privileges and/or playing privileges.

PRIVATE GOLF CART RULES

1. The right to use a privately owned golf cart is a non-transferable and non-assignable personal right and is available only to resident Members of the Club.
2. Members may purchase a golf cart, which must conform to fleet carts.
3. Golf cart owners must store their golf carts on their own property and golf carts need to be driven, not trailered to the Club.
4. Golf cart owners, when playing together, or with a non-cart owner, must abide by the rules of one golf cart for every two players.
5. Any person who is not a golf cart owner and who is riding, as the second person on a privately owned golf cart must pay the regular golf cart fee before beginning play.
6. The Club will establish the safety specifications that all privately owned golf carts must meet. All privately owned golf carts must include a rearview mirror, reflectors with

warning devices in both the front and rear of the golf cart and any other safety equipment required by the Club.

7. Privately-owned golf carts must be approved by the Club as complying with the appearance, safety and other standards set forth herein and as may be established by the Club.
8. All owners of privately owned golf carts shall be required to sign a release of liability agreeing to hold the Club and its affiliates harmless as a result of any loss or damage relating to the ownership or operation of the golf cart.
9. Each year a Member with a privately-owned golf cart shall be required to register the cart and to provide the Club with proof that the operation of the golf cart is covered by a liability insurance policy for the Member with policy limits in such amounts as established and shall require that such policy provide that it can only be canceled upon thirty days prior written notice to the Club. The golf cart owner must also name the Club as an additional insured.
10. Members using a privately-owned golf cart will be fully responsible for any and all damages caused by the use or misuse of the golf cart by anyone operating it or otherwise, and the Members shall reimburse the Indemnified Parties for any and all damages they may sustain by reason of use or misuse, including without limitation, damage to other golf carts and any property of the Club.
11. A trail fee for privately owned golf carts will be established by the Club. The trail fees will be billed on a Membership year basis with January 1st the effective date. The trail fee is non-refundable. The trail fees shall not be prorated, except for the first year a Member applies for private cart privileges.
12. An identification number and a decal will be issued for the cart when proof of liability insurance and payment of the trail fee are received. The identification number and decal must be placed on the driver's side bottom left corner of the windshield. A staff member will apply the sticker for you to ensure proper placement.
13. Members with a privately owned golf cart must check or get approval from the golf shop prior to beginning play on the course.
14. When a Member-owned golf cart is no longer used in the privately owned golf cart program, all stickers and decals must be removed. Privately owned golf carts without a trail fee decal will not be allowed access to the golf course and will be deemed as trespassing.
15. Members with privately owned golf carts are required to ensure that their private golf carts are restricted to licensed drivers who will operate the cart in a safe, prudent manner and in accordance with all governmental regulations.

16. Trail fee golf carts shall be driven on the golf course only when the golf course is open for play.
17. Violations of these rules and regulations WILL result in the revocation of privately owned golf cart privileges, playing privileges and/or a suspension or termination of Membership privileges.

H A N D I C A P S

1. Handicaps are computed under the supervision of the golf professional staff in accordance with the current USGA Handicap System.
2. All Members and their guests with a USGA approved handicap may participate in Club tournaments. The golf shop personnel may review all handicaps submitted.
3. Members are responsible for turning in and posting all their scores on a daily basis. The golf shop will post scores from any club run events and 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 golf shop personnel shall determine if there are violations by Members in turning in their scores.
5. Golf shop personnel shall have the authority to adjust handicaps for competition with proper documentation.
6. The Golf Shop reserves the right to form a membership committee.
7. The maintenance cost of maintaining a handicap for golf members is billed at \$2.00 per month.

G O L F C O U R S E E T I Q U E T T E

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 guidelines:

1. Play ready golf. 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. 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 after your golf rounds.

4. When approaching a green, park your golf cart on the cart path on the best direct line to the next tee. This can 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 get out of the way.
5. All par 3's are cart path only, no matter the day, time, or weather.
6. When play of a hole is completed, leave the green promptly and proceed to the next tee without delay. Do the scoring for the completed hole while the others in your group are playing from the next tee.
7. 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.
8. The golf rangers and golf operations staff will report slow play and all breaches of golf etiquette to the golf shop personnel, which will take the appropriate action.

GENERAL TENNIS RULES

1. The Rules of Tennis of the U.S.T.A. shall apply at all times, except when in conflict with the local rules or with any of the rules herein.
2. Court reservations may be made online.
3. At the end of their playing period, players must promptly relinquish their court to the next players. Once a Member is off the court, the Member may sign up for the next available court time.
4. Singles may each play on a court for Two hour and doubles may play on a court for two hours, except for certain times designated by the Club.
5. Proper tennis attire as determined by the golf pro shop is always required.
6. Proper Tennis Attire

Men – Tennis Shoes, Collared Shirts, Polos, Performance Shirts, Compression Shirts, Shorts, Wind pants, Athletic pants.

Ladies – Tennis Shoes, Tennis Shoes, Collared Shirts, Polos, Performance Shirts, Compression Shirts, Shorts, Wind pants, Athletic pants, skirts, and athletic tops.

Prohibited at Tennis Courts – Shirtless, Street shoes, Jeans, T-Shirt, Tank Top.

7. Skateboards, bicycles, roller skates, roller blades, etc., are not permitted on the tennis courts.

8. Proper tennis etiquette should 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.
9. Use of the tennis courts shall be subject to the control of the Club and the operator of the tennis courts at all times. The golf pro shop shall determine the suitability of the courts for play. Courts will be closed when necessary for maintenance operations, when dictated by safety considerations, or under adverse weather conditions. The golf pro shop or operator of the tennis courts may reserve the courts for special events.

GENERAL POOL RULES

1. Use of the pool at any time is at the swimmer's own risk. Any injuries or accidents should be reported to the management immediately.
2. Children sixteen years and younger must be accompanied by an adult.
3. Children who cannot swim must be accompanied by a parent or guardian at all times while in the pool area.
4. Except as otherwise permitted by the Club, children must be three years of age and toilet trained to use the pool. Children wearing diapers are not permitted in the pool unless it is an Orange County approved diaper designed to use in pools.
5. The pool is officially closed when a "CLOSED" sign is posted.
6. Showers are required before entering the pool.
7. Bottles, glass objects, drinking glasses and sharp objects are not permitted in the pool area. Trash should be placed in the containers located throughout the pool area.
8. All swimmers must wear swimming attire. Cut-offs, dungarees, and Bermuda shorts are not considered appropriate swimwear. 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.
9. Radios with headsets may be listened to if played at a sound level, which is not offensive to other Members and guests.
10. Animals, bicycles, skateboards, play balls of any type and coolers are restricted from the pool areas.
11. Lifesaving and pool cleaning equipment should be used only for the purposes intended.
12. Running, ball playing and hazardous activity are not permitted in the pool area. Pushing, dunking, and dangerous games are prohibited.
13. Diving is not permitted unless otherwise indicated at the pool.

14. Snorkeling equipment, other than a mask and snorkel, are not to be used in the pool area except as part of an organized course of instruction.
15. 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 area anyone who fails to cooperate in following these Pool Rules or whose conduct is otherwise unbecoming of a Member.
16. Swimming parties must be arranged through the Club in advance of the occasion.
17. All persons using pool furniture are required to cover the furniture with a towel when using suntan oils and lotions. The use of these oils and lotions could stain or damage the furniture.
18. All persons using the pool area are urged to cooperate in keeping the area clean by properly disposing of towels, cans, cigarettes, etc.
19. 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. Tire inner tubes are not permitted.
20. Persons who leave the pool area for over thirty minutes must relinquish lounges and chairs by removing all towels and personal belongings. Saving chairs for persons absent from the pool area is prohibited.
21. Swim instructors must be approved by The Club

GENERAL FITNESS RULES

1. All Members must register for access to the fitness center.
2. 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.
3. It is the responsibility of all persons using the fitness facilities to consult with their 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 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.

4. 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.
5. Regular operating hours for the Fitness Center will be posted by the Club and may be changed from time to time.
6. Guest fees may be charged for use of the Fitness Center. If fees are established, the Member's Club account will be billed.
7. 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.
8. All weights and pieces of equipment must be returned to their proper places at the completion of use.
9. Casual workout attire is acceptable at the Fitness Center such as 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.
10. Pregnant women should not use those fitness facilities that would elevate their core body temperature.
11. Smoking and alcoholic beverages are prohibited at the Fitness Center. No food or drink may be brought onto the premises. Water containers are permitted.
12. No clothing or personal articles may be stored under benches or in the common areas.
13. Members and family Members must be 18 years of age in order to utilize the fitness center. Children ages 13-17 may use the fitness center on a daily basis between the hours of 3pm - 5pm when accompanied by a parent or approval by club management. Children 12 and under are not allowed in the fitness center.
14. Horseplay, profanity, disruptive conduct, and indiscreet behavior at the Fitness Center are strictly prohibited.
15. Stereo, television and tapes should not be turned up so loud as to disturb fellow Members.
16. All jewelry must be removed prior to exercising.
17. No black-soled (running type) shoes shall be permitted in the aerobic studios. Only aerobic or court shoes may be worn. No persons will be allowed to participate in exercise classes without proper footwear.