



PLANTATION BAY

GOLF & COUNTRY CLUB

MEMBERSHIP PLAN AND RULES AND REGULATIONS



PLANTATION BAY

GOLF & COUNTRY CLUB

MEMBERSHIP PLAN

Revised 11/11

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ARTICLE 1. NAME, LOCATIONS AND OWNERSHIP

Section 1.01 Name and Locations

The name of this club shall be PLANTATION BAY COUNTRY CLUB (hereinafter referred to as the "Club"). The Club shall have two locations: (A) Club de Bonmont at Plantation Bay located at 300 Plantation Drive, Ormond Beach, Florida 32174; and, (B) Prestwick Golf Club at Plantation Bay, located at 1044 Hampstead Lane, Ormond Beach, Florida 32174. All references to "Club de Bonmont" or "CDB" shall mean the facilities located at Club de Bonmont at Plantation Bay. The Westlake Golf Course shall also be included in the reference to CDB. All references to "Prestwick" shall mean the facilities located at Prestwick Golf Club at Plantation Bay. All references to the "Club" shall include all facilities located at CDB, Westlake, and Prestwick.

Section 1.02 Ownership

Plantation Bay Country Club, LLC, a Florida Limited Liability Company (hereinafter referred to as "Owner") and its successors or assigns shall own and operate the Club and all its assets as a "for profit" enterprise. Owner shall have the right to retain a professional management company ("Management") to operate, maintain and manage the Club. Club Members ("Members") shall be entitled to use the Club's facilities subject to the Membership Plan and the Club Rules and Regulations; and, in no way, is it implied that Members shall ever have any equity, managerial control, ownership or other ownership interest in the Club, whatsoever. The Members' rights in the Club shall be expressly limited to those rights set forth in this Membership Plan and the Club Rules and Regulations.

ARTICLE 2. PURPOSE AND OBJECTIVES

The Club is a for profit enterprise owned and controlled by the Owner and Management, the primary purpose being to engage in the business of providing facilities to its Members for a fee. Owner and Management shall operate the Club, including its clubhouses, golf courses, tennis courts, swimming pool and other such recreational facilities, in any manner they may deem necessary or appropriate. The Owner, in its sole and absolute discretion and without notice to the Members, may at any time sell, transfer or otherwise convey its ownership in the Club, terminate the operations of the Club, add to or discontinue the use of some or all of the facilities made available to the Club Members, or make any other changes in the operation or management of the Club as the Owner desires.

The Membership Plan and Club Rules and Regulations may be changed, from time to time or at any time, at any given time, by Owner in its sole discretion and without prior notice to the Members.

ARTICLE 3. MEMBERSHIP

MEMBERSHIP AT THE CLUB IS BEING OFFERED EXCLUSIVELY FOR THE PURPOSE OF PERMITTING PERSONS WHO OBTAIN MEMBERSHIP PRIVILEGES AT THE CLUB TO USE THE FACILITIES PROVIDED TO MEMBERS. MEMBERS OBTAIN A NON-EXCLUSIVE REVOCABLE LICENSE TO USE THE FACILITIES PROVIDED AT THE CLUB FROM TIME TO TIME IN ACCORDANCE WITH THE CLASSIFICATION OF MEMBERSHIP PRIVILEGES SELECTED BY THE MEMBER. MEMBERSHIP PRIVILEGES SHOULD NOT BE VIEWED OR OBTAINED AS AN INVESTMENT AND NO PERSON OBTAINING MEMBERSHIP PRIVILEGES AT THE CLUB SHOULD EXPECT TO DERIVE ANY ECONOMIC BENEFITS OR PROFITS FROM MEMBERSHIP. THIS MEMBERSHIP PLAN HAS NOT BEEN REVIEWED OR ENDORSED BY ANY FEDERAL OR STATE AUTHORITY. A MEMBER IS NOT ENTITLED TO RECEIVE DIVIDENDS OR ANY OTHER DISTRIBUTION WITH RESPECT TO A MEMBERSHIP INTEREST IN THE CLUB NOR SHALL A MEMBER HAVE ANY VOTING OR MANAGEMENT RIGHTS IN THE CLUB.

Section 3.01 Membership Categories

Membership categories are subject to change at any time, at the sole discretion of Owner and Management.

a. Plantation Bay Full Membership

Plantation Bay Full Memberships are available to both residents and non-residents of Plantation Bay. Full Members shall be entitled to use all facilities of the Club, including CDB, Westlake, and Prestwick golf courses and practice facilities. In addition, Plantation Bay Full Members will not be charged greens fees, but will be obligated to pay applicable golf cart fees or annual trail fees. Golf privileges are based on the selection of Single or Family dues, as defined in Section 3.03. Although Full CDB and Full Prestwick Memberships are no longer available, existing members in those categories must abide by all rules and regulations as set forth for Plantation Bay Full Golf Members.

b. Club de Bonmont Full Membership

CDB Golf Club Full Memberships are no longer available; however, existing members shall be entitled to use the CDB Golf Course and practice facility, both clubhouses, and pool. CDB Golf Club Full Members pay no greens fees at the CDB golf course, but are obligated to pay applicable golf cart fees or annual trail fees. Golf privileges are based on the selection of Single or Family dues, as defined in Section 3.03.

c. Prestwick Golf Club Full Membership

Prestwick Golf Club Full Memberships are no longer available; however, existing members shall be entitled to use the Prestwick

Golf Course, practice facility, and both clubhouses. Prestwick Golf Club Full Members do not pay greens fees at the Prestwick Golf Course, but are obligated to pay applicable golf cart fees or annual trail fees. Golf privileges are based on the selection of Single or Family dues, as defined in Section 3.03.

d. **Plantation Bay Sports Membership**

Plantation Bay Sports Memberships are available to residents and non-residents of Plantation Bay. Sports Members shall be entitled to use the Club's Spa, Fitness and tennis facilities, and both clubhouses. Sports Members may play golf at the Club's golf courses only six (6) times during "non-peak" season (June through October) by paying applicable guest rates. They may be a Full Member's guest for golf no more than one (1) time during "peak" season (November through May). Sports Members may use the Club's practice facilities only in connection with a round of golf.

e. **Plantation Bay Fitness Membership**

Plantation Bay Fitness Memberships are available to both residents and non-residents of Plantation Bay. Fitness members shall be entitled to use the fitness facilities, pool, and both clubhouses.

f. **Plantation Bay Clubhouse Membership**

Plantation Bay Clubhouse Memberships are available only to residents of Plantation Bay. Clubhouse Members shall be entitled to use of both the Club's restaurants, including events and social functions. The Clubhouse membership is subject to an annual administrative fee, subject to change at the discretion of Owner.

g. **Prestwick Golf Club Executive Membership**

Prestwick Golf Club Executive Memberships are no longer available; however, existing members shall be entitled to use the Prestwick golf course and the golf practice facilities at Prestwick only. They may also eat at both clubs. The Executive Membership is subject to an annual administrative fee, subject to change at the discretion of Owner. Executive Members will pay the Guest rate green and cart fees for golf course access to be established by Owner.

h. **Corporate Full Membership**

Corporate Members shall be entitled to use all facilities of the Club, including CDB, Westlake, and Prestwick Golf Courses and practice facilities.

i. **Other Categories of Membership**

Other categories of Membership may be offered by Owner from time to time, in its sole discretion.

Section 3.02 Application for Membership

Applications for Membership shall be made on the Membership Application forms as prepared and provided by Owner and Management. The Application forms shall be fully and properly completed and shall be signed by the applicant before submitting to the Club. All Applications for Membership shall be accompanied by the application fee as set forth by Owner. Approved applicants forfeit their rights to Memberships if all required initiation fees and dues as prescribed by Owner are not paid within Thirty (30) days of notification of approval.

Owner shall have the full, sole and exclusive authority to establish the amount of the application fee or non-refundable initiation fee for each category of Membership and the terms and conditions, which will govern the various categories of Memberships. All initiation fees shall be returned to the applicant if the Application is not approved for Membership. Once approved for Membership, the initiation fee is non-refundable.

All Applications approved for Membership in the Club shall receive a Membership card. Owner, Management and staff may require that this card be presented for identification purposes.

The Club shall not discriminate in any manner against any member, family member or guest of a Member, or applicant for Membership on account of race, sex, religion, color, national origin, handicap, and status as a veteran, creed, or ancestry.

Section 3.03 Membership Fees and Dues

Owner shall have the full and exclusive power and authority to establish, from time to time, the non-refundable initiation fee and annual dues for each category of Membership in the Club, to determine the number of Members in each category, and the terms of admission, privileges and facilities to be provided. Such power and authority is vested solely in Owner. Any representations concerning this paragraph and this Membership Plan by any other person or entity shall not have any effect and shall not be relied upon.

Each Member shall pay, in advance, or for such other periods as Owner may determine. In the event of the resignation or expulsion of a Member, there will be no pro-ratio or reimbursement of any previously paid dues or initiation fees.

The Membership year of the Club will be the twelve-month period commencing each January 1st and ending on December 31st. Owner of the Club has the sole right to determine the amount of dues to be payable by Members at any level it deems appropriate. The amount of dues for subsequent years is subject to change. The failure of any

Member to pay the required dues within the prescribed time period shall constitute grounds for forfeiture of their Membership in the Club.

A Member may select Single or Family dues as defined below.

Single One adult only

Family Two adults residing in the same household

A dependent is any child eighteen years of age or younger, along with any unmarried, full-time student or the armed services from the ages of nineteen to twenty-three. All monthly dues shall be determined by Owner and are subject to change from time to time.

A single membership does not include two adults residing in the same household. Separate guest privileges will dictate. A family membership does not include two adults residing in separate residences.

ARTICLE 4. GUEST PRIVILEGES

Members may invite guests to use the Club and its facilities in compliance with the Club Rules and Regulations as established by Owner and subject to payment of the applicable daily guest fees and charges established by Owner from time to time. The Member is responsible for all actions of his or her guests and shall reimburse, indemnify and hold the Club harmless for any and all damages, loss, cost, claim, injury, death, or liability sustained or incurred by the Club and relating to the actions or omissions of such guests.

All guests shall be deemed to have a temporary Membership for that day.

Management reserves the right to limit the number of times a guest of a Member may be extended the guest rate in a calendar year.

Plantation Bay Residents may only be a guest of a member one (1) time in a calendar year per amenity. Residents outside the Plantation Bay community may be a guest of a member no more than six (6) times in a calendar year. Guests are required to sign in each time they attend a function or play golf. Guests of Members may be extended guest privileges subject to applicable guest fees and rules and regulations established by Management. Guest privileges may be denied, withdrawn or revoked at any time for reasons considered sufficient by Management in his/her sole and absolute discretion.

Guests will be entitled to use the facilities of the Club only in accordance with the privileges of the Membership of the sponsoring Member and with payment of any applicable fees.

Guests may use the golf facilities as the guest of a Member, within the guidelines in the Membership Plan.

The sponsoring Member must register a particular individual using the facilities of the Club as a guest with the Club. The Club reserves the right

to require identification by each guest. Guests should be accompanied by the Member at all times when using any facility of the Club, unless otherwise determined by the Club from time to time. Guests may be charged guest fees for use of the facilities of the Club as determined from time to time by Management.

The Club may limit Guest privileges, from time to time, in the sole and absolute discretion of the Club. The Club will give notice of such limitation.

Owner, its affiliates and assigns, shall have the right to use the Club's golf course, golf practice facilities, clubhouse, restaurant, lounge and social facilities for the purpose of entertaining prospective Members. These guests will be considered Members for the day.

Owner, its affiliates and assigns, shall have the right to designate individuals, whether or not employees of Owner, who shall be entitled to use the Club facilities upon the terms and conditions as may be determined by Owner, or its assignees, from time to time.

Owner, its affiliates and assigns, shall have the right to hold such promotional events and tournaments at the Club facilities, without compensation to the Club or its Members, as Owner, its affiliates and assigns, may desire.

Section 4.01 Houseguest Privileges

A resident houseguest of a member may be extended "houseguest" privileges under the following conditions:

The sponsoring member must initiate, complete and submit for approval the "Houseguest Privilege" Application from the Membership Office. Houseguest privileges will be extended to guests of a member while that guest is residing in a member's residence in the Plantation Bay Community.

Houseguest cards will be issued for the length of stay, up to a maximum of two weeks. At the expiration of the cards, renewals of houseguest privileges may be granted at the discretion of the Club.

Houseguests will be entitled to use the facilities of the Club only in accordance with the privileges of the membership of the sponsoring member. The sponsoring member is responsible for all actions of their houseguest(s) and shall reimburse, indemnify and hold the Club harmless for any and all damages, loss, cost, claim, injury, death, or liability sustained or incurred by the Club and relating to the actions or omissions of such guests.

The sponsoring member is responsible for all unpaid charges made by the houseguest(s). The houseguest will have the opportunity to pay his or her charges at the Club. Cash payments are permitted.

The sponsoring member does not have to give up membership privileges during the time the houseguest is in residence. Houseguests are limited to one foursome on the golf course at a time. Houseguests will pay the applicable per round guest fee. Tee times must be booked through the Golf Shop and will be limited to non-peak tee times, based on availability. Houseguests will be charged a temporary houseguest membership fee for each two weeks, in addition to all daily use fees as determined from time to time by the Owner and Management of Plantation Bay.

Houseguests must have their guest cards with them at all times while using the facilities of the Club. The Club reserves the right to require identification by each guest.

Section 4.02 Tenant Privileges

Members have the opportunity to designate the tenants of their residences in the Community who have a lease term of at least seven (7) months as the beneficial user of their Membership privileges at Plantation Bay Country Club. This privilege is subject to approval by the Club, payment of a tenant administrative fee to the Club and compliance with the Rules and Regulations as established by the Club from time to time. A tenant who is designated as the beneficial user of the Member's Membership is allowed, upon payment of all required charges and fees, to the same privileges to use the Club Facilities as the lessor Member. Prior to use of the Club Facilities, the tenant must submit an application and be approved by the Club. During the time a Member has designated a tenant to use their Membership privileges, the Member shall not have any privileges to use the Club Facilities except the dining facilities provided at the clubhouse and shall be required to continue paying the applicable dues. A Membership must be acquired for each residence for which the Member desires the tenant to be able to use the Club Facilities. Members are responsible for all charges incurred by their tenant which remain unpaid after the customary billing and collection procedure of the Club and for the deportment of each tenant.

ARTICLE 5. TRANSFER OF MEMBERSHIPS

Section 5.01 Non-Transferability/ Non-Assignability/No Pledge

Except as expressly provided in this Membership Plan with regard to the death of a Member, a Membership in the Club is neither transferable nor assignable to another person. A Member may not pledge or otherwise hypothecate a Membership Interest.

Section 5.02 Death

In the event of a Member's death, the surviving spouse shall automatically succeed to all rights and privileges of such Membership without payment or other fees by reason of such succession. The Membership will lapse at the end of the pre-paid year, unless renewed by the surviving spouse.

Section 5.03 Divorce

Legally separated or divorced Members must notify the Club and confirm per Court documents who is entitled to use the Membership, and who is responsible for payment of dues and charges incurred.

ARTICLE 6. MEMBERSHIP CHANGES

Section 6.01 Reclassification

By definition, a reclassification is considered a change from Family to Single Membership. A Member may reclass his or her membership effective at the beginning of the calendar year. Changes are not permitted mid year.

Section 6.02 Upgrades

By definition, an upgrade is considered a change from Single to Family Membership. An upgrade is also considered a change in membership classification as follows:

Clubhouse to Fitness, Sports or Full Golf

Fitness to Sports or Full Golf

Sports to Full Golf

A Member may upgrade at any time during the calendar year.

Section 6.03 Downgrades

By definition, a downgrade is considered a change in Membership Category. All requests must be in writing and a Member may downgrade his or her membership effective at the beginning of the calendar year. Downgrades are not permitted mid year.

ARTICLE 7. RESIGNATION

Any Member who wishes to resign from the Club must notify the Membership Office in writing. The resignation shall become effective the first of the month following the request, pending full payment of all outstanding charges due to the Club. The Member shall remain liable for any amounts unpaid on their Club account.

Resignation of Membership will result in loss of the Member's right to use the Club, its facilities and amenities. This applies to restrictions on being a guest of a current Plantation Bay Country Club Member at any amenity (see Article 4, Guest Privileges). A resigning Member shall have no rights or responsibilities from their former Membership.

ARTICLE 8. WAITING LIST

As to each Membership category, Owner shall, from time to time, determine the number of Members, which constitutes a full complement for such category. When such number of Memberships has been filled, additional Members shall be admitted to such categories only upon the resignation of an existing Member(s), if such Memberships are available and not retained by Owner.

Any individual may place his or her name on the waiting list for any or all of the Membership categories. Failure to accept an opportunity to apply for Membership in a given category will result in removal of that individual's name from the waiting list for that category only. Existing Members seeking to change categories take priority over a Non-Member desiring to change categories.

ARTICLE 9. DISCIPLINE OR EXPULSION

Section 9.01 Disciplinary Actions

The Club may, at any time, restrict, suspend or terminate, for "Cause" (as hereinafter defined) the Membership Privileges of any Member, his or her immediate family member or a guest.

No such Member shall, on account of any such restriction, suspension or termination, be entitled to a refund of any Membership dues, initiation fees, or any other fees or charges paid or payable to the Club. During the restriction or suspension, dues, fees and other charges shall continue to accrue and shall be paid in full prior to reinstatement as a Member in good standing.

The Member or immediate family member shall be notified of any proposed disciplinary action and shall be given an opportunity to be heard by Management to show cause why the individual should not be disciplined in accordance with the Membership Plan. If the individual desires to be heard, they must provide a written request for a meeting with Club Management through the Club Manager within seven (7) days after the date of the Club's notice to the individual of the proposed action. Upon receipt of the written request for a meeting, the Club Manager shall set a time and date for such meeting, which shall in no event be less than ten (10) days after such request. Depending on the severity of the violation in the sole discretion of the Management, the Membership Privileges of the offending Member or immediate family member may be suspended by the Club pending a final resolution.

Section 9.02 Definition of “Cause”

For purposes of this Membership Plan, the term “Cause” shall mean any of the following violations by a Member, his or her family member or a guest, determined in the sole judgment of Owner or Management:

- (i) delinquency in the payment of Club fees, dues or accounts; or
- (ii) violation of any term or condition of the Membership Plan or Rules and Regulations of the Club; or
- (iii) engaging in improper conduct unbecoming a gentleman or lady, or any conduct which tends to be against the best interest of the reasonable and fair operation of the Club.

By way of illustration, “Cause” includes but is not limited to, the following acts:

- a. Failure to meet eligibility for Membership.
- b. Submitting false information on the Application for Membership.
- c. Permitting his or her Membership to be used by a non-member, except as otherwise provided in this Membership Plan.
- d. Failure to accompany a guest where required when using the facilities of the Club.
- e. Exhibiting unsatisfactory behavior, conduct or appearance.
- f. Habitual unreasonable complaints about facility or service or behavior inconsistent with the demeanor of enjoyable social situations.
- g. Intimidation, harassment, or reprimanding Staff of the Club is unacceptable. Concerns need to be directed to the Manager On Duty out of the public area, or in writing with specific complaint.
- h. Failure to check-in at the Golf Shop and pay all applicable green fees and cart fees prior to play.

Section 9.03 Cancellation of Non-Resident Memberships

All Non-Resident Memberships are subject to cancellation by the Club in the event there are no Memberships available for Residents of Plantation Bay. In this event, Memberships will be terminated on a first-in/first-out basis and the initiation fee will be addressed at the discretion of the Owner and Management.

ARTICLE 10. RULES AND REGULATIONS

Operation of the Club and Management of the Club property and assets shall be vested in every respect in Owner, or in Management acting pursuant to authority granted by Owner. Owner or Management is authorized and empowered to adopt, promulgate change and enforce the Rules and Regulations governing the use of the Clubhouse and all other Club facilities, and every Member is subject thereto and shall abide thereby.

ARTICLE 11. PAYMENT OF ANNUAL DUES AND CHARGES

All memberships are a calendar year commitment. Dues and fees are payable in two installments for the convenience of members. Annual Dues, Trail/Cart Club Fees, and Food & Beverage Minimums may change at the sole discretion of Management. At time of Application for Membership, you will be required to pay a one-time, non-refundable initiation fee for the type and category of membership you elect. Annual Dues, Trail/Cart Club Fees may be on installment basis at the sole discretion of Management. All dues will commence on the first day of the following month upon closing of home sale in Plantation Bay Country Club. You may also apply for membership at time of purchase to secure the current initiation fee.

All members are required to spend an annual minimum on food and beverage. At the end of the calendar year, any unused portion of the food and beverage minimum is charged to the member.

Administrative fees are evaluated annually at the sole discretion of Management.

All dues and charges billed to Members are due and payable in Volusia County, Florida, or at such other place as designated by Owner or Management. Members will be notified via a billing statement monthly of all account charges. Payment is expected promptly by the 20th of the month. Please note the following delinquent account procedures:

- a. **Charges Thirty (30) Days Delinquent.** At Thirty (30) days delinquent, the account will accrue a 5% service charge and \$25.00 late fee.
- b. **Charges Sixty (60) Days Delinquent.** At Sixty (60) days delinquent, the account is suspended with an accrued 5% service charge.
- c. **Charges Ninety (90) Days Delinquent.** At Ninety (90) days delinquent, the account will be terminated and turned over for collection.
- d. **Dues Thirty (30) Days Delinquent** - At thirty (30) days delinquent, the account is suspended with an accrued 5% service charge and \$25.00 late fee.
- e. **Dues Sixty (60) Days Delinquent** - At sixty (60) days delinquent, the account will be terminated and turned over for collection for any unpaid annual Dues and or Food & Beverage minimum.

Members shall be notified by Certified Mail, Return Receipt Requested of the above actions.

ARTICLE 12. CREDIT BOOK

Credit received for tournament winnings will be added to the member's credit book. Credit may only be used for the purchase of pro shop merchandise. Any unused portion of the member's credit book will expire at the end of each calendar year.

ARTICLE 13. LOSS OR DESTRUCTION OF PROPERTY OR INSURANCE OF PROPERTY OR INSTANCES OF PERSONAL INJURY

Each Member, as a condition of Membership, and each guest, as a condition of invitation to the premises of the Club, assumes sole responsibility for his/her property. The Club shall not be responsible for any loss or damage to any private property used or stored on the premises of the Club, whether in lockers or elsewhere.

Removal from the room in which it is placed, or from the Club's premises, of any property or furniture belonging to the Club, without proper authorization, is not permitted. Every Member of the Club shall be liable for any property damage and/or personal injury at the Club caused by the Member, any guest or any family member. The cost of such damage shall be charged to such Member's Club account.

Any 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 any other activity operated, organized, arranged or sponsored by the Club, either on or off the Club's premises, shall do so at his/her own risk. Each member acknowledges that lightning strikes are a frequent occurrence in Florida and the Club does not possess an automated system to warn Members of these occurrences. Furthermore, each Member is strongly encouraged to take all precautionary protection in the event of any storms, assumes all risk when using the club facilities resulting from any lightning strikes, and releases the Club from any and all liability resulting from lightning strikes on the Club Facilities.

The Member shall hold the Club, and its Owner, directors, officers, employees, representatives and agents, harmless from any and all loss, cost, claim, injury, death, damage or liability sustained or incurred by him/her resulting therefrom and/or from any act or omission of any director, employee, representative or agent of the Club. Any Member shall have, owe and perform the same obligation to the Club, and its directors, officers, employees, representatives and agents, with respect to such loss, cost, claim, injury, damage or liability sustained or incurred by any guest of the Member.

No commercial enterprise may be established on Club property unless it is conducted in conjunction with the Club. Prior written permission must be obtained from Owner or Management in order to conduct any such commercial activity at the Club.

No soliciting is allowed on Club property without the prior written consent of Owner or Management.

ARTICLE 14. MAILING ADDRESS

Each Member shall be responsible for filing with the Club accountant, in writing, his/her mailing address and any changes thereof, to which the Member wishes all notices and invoices of the Club to be sent. A Member shall be deemed to have received all mailing from the Club Ten (10) days after they have been mailed to the address on file with the Club accountant.

ARTICLE 15. ELECTRONIC ADDRESS

Each Member shall be responsible for notifying the Club accountant of any changes to his/her electronic address.

ARTICLE 16. AMBIGUITIES AND CONFLICTS

To the extent that there are any conflicts or ambiguities in the terms of the Membership Plan or any other document governing the terms and conditions of a Club Membership (a "Membership Document"), the Club shall have the sole authority to interpret the Membership Plan or Membership Document and its decision shall be conclusive, binding and final.

ARTICLE 17. NO ORAL REPRESENTATION

No person may rely on any representation or information regarding the Club except as specifically set forth in this Membership Plan. No person is authorized to give any information or make any representation not contained in this Membership Plan, and if given or made, such information or representation must not be relied upon as having been authorized by the Club.

ARTICLE 18. AMENDMENT OF MEMBERSHIP PLAN

Owner of the Club may amend this Membership Plan at any time, in its sole discretion, without prior notice to the Members. Such amendment, should it occur, will be mailed or posted on the bulletin board for the entire Membership.



PLANTATION BAY

GOLF & COUNTRY CLUB

RULES AND REGULATIONS

Revised 12/07

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SECTION I

INTRODUCTION

Plantation Bay Country Club (the "Club") has been formed for the purpose of providing golf, recreational and social facilities for Members, their guests, and under certain conditions, for Members of the general public. These Rules and Regulations should be read in conjunction with the Plantation Bay Country Club Membership Plan. All capitalized terms not otherwise defined herein shall have the same meaning as set forth in the By-laws.

GENERAL

1. The Club and its facilities shall be open on the days and during the hours as may be established from time to time by the Owner.
2. Plans or dates for dining room activities must be approved in advance by Management.
3. Performances by entertainers will not be permitted on the property of the Club without the written permission of Management.
4. Alcoholic beverages will be served, sold and consumed on the premises only during hours permitted by law. Alcoholic beverages will be sold or served only to persons permitted to purchase the same under the laws of the State of Florida. All alcoholic beverages consumed or otherwise possessed on the premises of the Club must be sold and purchased at the Club.
5. No commercial advertisements shall be posted or circulated in the Club, nor shall business of any kind be solicited or transacted on the property of the Club, nor upon the Club's stationery without prior written consent of Management.
6. No petitions may be originated, solicited, circulated or posted on any property of the Club without the prior written approval of Management.
7. It is contrary to the policy of the Club to have its facilities used for functions or fund-raising efforts for the benefit of a political cause, except as specifically permitted through written authorization by Management.
8. Outside catering is not permitted. All food and beverage consumed on Club property must be furnished by the Club, and may be consumed only in areas designated by the Club, except with prior written approval of Management.
9. Members must not request special personal services from employees of the Club who are not on duty.
10. Members must not request staff to use the Club's copy or fax machine for personal purposes.

11. Members must have their Membership cards with them at all times while using the recreational facilities of the Club.
12. Dogs and other pets are not permitted on the Club's premises, except under special circumstances when authorized by Management.
13. All complaints, criticisms or suggestions of any kind relating to any of the operations of the Club must be in writing, signed and addressed to Management.
14. It is unbecoming of any Member or guest to abuse any of the Club's employees, verbally or otherwise. No abusive or vulgar language towards any employee will be tolerated. Service employees of the Club are under the ultimate supervision of Management, and no Member or guest shall reprimand or discipline any employee or send any employee off the premises of the Club for any reason. Any employee not rendering courteous and prompt service should be reported to Management immediately.
15. Any roster or list of Members in the Club shall be considered the private property of the Club and shall not be used or given to anyone by a Member of the Club for any reason whatsoever, and shall be furnished to Members only.
16. All Members and their guests shall abide by these Rules and Regulations. Violation of any of these rules or conduct in any manner prejudicial to the best interests of the Club will subject the person in violation to disciplinary action in accordance with the By-laws of the Club.
17. Management reserves the right to amend or modify these rules when necessary, and will notify the Membership in writing of any change.
18. All Rules and Regulations contained herein shall be subject to and controlled by the applicable provisions of the By-laws of the Club.
19. It is unbecoming of any Member or guest to verbally or otherwise abuse any fellow Member. No abusive or vulgar language towards any Members will be tolerated.

RESERVATIONS AND CANCELLATIONS

1. Reservations are required for most activities of the Club and taken on a first-come, first-served basis by pre-registering with the appropriate personnel of the Club.
2. Reservations for banquets should be made at least three weeks in advance. A non-refundable deposit may be required for a banquet reservation.
4. The Special Events Reservation Cancellation Policy is as follows:
 - a. Reservations are required for all special events and taken on a first-come, first served basis.

- b. Event deadlines will be strictly adhered to and a waitlist used once the event has reached capacity.
- c. All reservations must be cancelled a minimum of 48 hours in advance, or as otherwise posted on the event flyer.
- d. Reservations cancelled at least 48 hours before an event will receive a cancellation number and no charges will be imposed.
- e. Reservations cancelled with less than 48 hours notice will be subject to a charge equal to the amount of the event if the vacancy cannot be filled.

CHILDREN

- 1. Children under 13 years of age are permitted on the Club property, including the fitness and tennis center, only if accompanied or supervised by an adult member. They are also not permitted in the men's or women's locker rooms unless accompanied by an adult member.
- 2. All children must conduct themselves in an orderly manner acceptable to other Club Members by not being loud or boisterous.
- 3. Children are permitted to use the Club's facilities provided they are used in the manner for which the facilities were intended.
- 4. Member parents shall be responsible for their children and/or guests at all times.
- 5. The Club reserves the right to suspend the privileges of any Member or child of a Member if, for any reason, they do not abide by the Club rules.
- 6. Children 19 and under, or until their 23rd birthday if in college or the armed services, are allowed to use the Family Membership.

CLUBHOUSE ATTIRE

It is expected that Members will choose to dress in a fashion that befits the surroundings and atmosphere provided in the Club setting. Specific dress requirements for varying dining times and events will be posted. It is also expected that members will advise their guests of Club attire requirements. The specifics below are also outlined in Section II.

Appropriate clothing in the Clubhouse is to benefit the Membership. Please make sure your guests adhere to the Clubhouse attire policy.

- 1. Jeans are permitted for breakfast or lunch service only; Jeans are NOT permitted in the clubhouse for dinner service, unless stated for specific member events. No cutoffs or torn jeans will be permitted.
- 2. As a courtesy, men must remove hats in the dining area.

3. Appropriate Country Club attire is always required in the Clubhouse (collared shirts and Bermuda shorts or long pants).
4. Proper length shorts (no shorter than 5" from the top of the knee) are required in the Clubhouse.
5. Collared shirts are required, but tasteful non-collared dress shirts may be acceptable. Specifically excluded are collarless tee-shirts, shirts with large printing on the back or front.
6. No sweat pants, warm-up suits, or swimsuits are permitted in the Clubhouse. (Tennis cover up warm up suits are permitted.)

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 Clubhouse facilities by Members for private parties, on any day or evening, provided it does not interfere with the normal operation of the Club or with the services regularly available to the Members. Members are requested to make reservations with the appropriate Club personnel for available dates and arrangements.
3. Private parties are not permitted on the Club premises unless prior written approval is obtained from Management by a Member who assumes full responsibility for the conduct of his/her guests in accordance with these rules. The Club Member sponsoring the private party shall be responsible for any damage caused by the installation of party decor and shall be responsible for the removal of all such party decor. Any decorations on the walls within the Club must have prior approval from Management.

SECTION II

GENERAL GOLF RULES

1. Except where modified by local rules, all play will be governed by the current regulations of the USGA.
2. The Golf Professional and his/her staff have the full authority for the administration and enforcement of the golf rules, golf course regulations, and rules of etiquette as adopted by Management.
3. Players must register at the Golf Shop at least 15 minutes before commencing play to ensure preserving their starting time.
4. The hours of operation of the golf course will vary seasonally, as set by the Director of Golf.
5. The dress code, as outlined below, is mandatory for all players and is intended to maintain the standards desired by the Membership of the Club.

FOR MEN:

- Proper golfing attire is considered to be slacks, or shorts no shorter than 5" from the top of the knee, shirts with sleeves and collars, and sweaters.
- Shirttails must be tucked inside of pants.
- Headgear, caps and visors shall be worn with the bills positioned forward.
- Approved "spikeless" golf shoes are required.
- Specifically excluded are collarless tee-shirts or shirts with large printing on back or front, cutoffs, or denim jeans of any color.

FOR WOMEN:

- Proper golfing attire is considered to be skirts, Bermuda shorts, or slacks (the length of skirts and shorts are not to exceed 3" above the top of the knee or 4" from the center of the back of the knee).
- Appropriate blouses, shirts and sweaters (sleeveless shirts and tasteful collarless shirts are acceptable).
- Approved "spikeless" shoes are required
- Specifically excluded are tennis attire without cover-ups, sun or jogging attire, halters, strapless or tank tops, and abbreviated golf skirts designed for resort wear.

Not Permitted: Tank tops, T-shirts, halter tops, bathing suits, jams, sweat pants, tennis dresses without cover-ups, athletic shorts, cut-offs, denim jeans of any color, and/or abbreviated clothing not considered in good taste.

Shoes: No metal spikes allowed.

6. Foursomes have priority over all matches.
7. The golf shop and starter will attempt to pair twosomes and single players with other players.
8. No group shall be composed of more than four players, unless authorized by the Golf Shop.
9. Players stopping at the snack bar after nine holes must occupy the next tee and be prepared to resume play before the following match arrives. Failure to do so will result in the loss of position on the golf course and will require the approval of the starter before continuing play.
10. Commencement of play from the 10th hole or "cutting in" on other players is not permitted without the approval of the Golf Shop.
11. Play from the local residences is not permitted unless authorized by the Director of Golf.

12. Walking is permitted after 3:00 p.m.
13. Should play be discontinued at the direction of the Club, a "Discontinued Play" rain check will be given as follows:
 - a. If less than five holes are completed, player will receive a full rain check.
 - b. If less than fourteen holes are completed, player will receive a nine hole raincheck.
 - c. If more than fourteen holes are played, credit will not be given.
14. Players are expected to maintain their position on the golf course. Slow groups may be asked to speed up play or "skip" a hole to maintain their position on the golf course.
15. The Club has the right to change the Rules and Regulations as may be required and will notify the Members of any change.

GOLF COURSE REGULATIONS

1. The course, or any part of it, may be closed to play at any time upon the authority of the Golf Course Superintendent or the Director of Golf.
2. Ball "hawking" is not permitted on the course at any time. All golf balls hit into the lakes and the rough areas which are not retrieved by the players shall be deemed abandoned and shall become the sole property of the Club.
3. All non-golf activities on the golf course and cart paths are prohibited, including, but not limited to, jogging, fishing, boating, bicycling, skating, rollerblading, walking and walking of dogs. The cost of repairing any damage to the golf course resulting from such prohibited activity shall be the responsibility of the Member or Guest.
4. If lightning is in the area, all play is to cease immediately. All players are responsible for their own safety during hazardous weather conditions and play at their own risk. Under no circumstances shall the Club be held liable for failing to warn players of hazardous weather conditions or the need to cease play.
5. From time to time, the Golf Course Superintendent may post signs and/or other instructions as required, to prevent damage to all or part of the golf course.
6. Practice activities are to be restricted to the putting green, range and other designated areas. Practice on the course is not permitted.
7. All golfers must check in at the Golf Shop prior to playing and are not permitted on the course unless the Golf Shop is notified. Failure to do so may result in termination of Membership.
8. If more golf holes are played than registered for, the Member account will be billed. A Club suspension or termination may result.

GOLF CART RULES

- 1. Golf carts shall not be used by a Member or Guest on the property of the Club without proper assignment and registration in the Golf Shop.
- 2. The operator of a golf cart must be at least 16 years of age and have a valid automobile driver's license.
- 3. Club golf carts are not to be used off the golf course without prior consent of Management.
- 4. Golf carts are restricted to two persons and two sets of golf clubs, unless specialized carts are available.
- 5. Operators must obey all golf cart traffic signs.
- 6. Golf carts shall remain on cart paths at all times unless otherwise posted. Players are required to remain on golf cart paths, without exception, on Par 3 holes.
- 7. All passengers must be seated while the cart is in motion and keep hands, arms, feet and legs inside the cart at all times.
- 8. Operation of a rental cart is at the risk of the operator. Cost of repair to a cart damaged by a Member or Guest will be charged to the Member (or Member sponsor of a guest).
- 9. Golf carts are not to be driven within 30 feet of a green or a tee except on cart paths.
- 10. Drivers must observe and obey all signs, stakes, roped-off areas and other markers used to guide carts.
- 11. Never drive a golf cart through a hazard, onto or across private property adjoining the Club.

Any member in violation of any of the above rules is subject to the following disciplinary actions:

1st offense	A verbal warning will be issued
2nd offense	A detailed letter from the Director of Golf will be sent
3rd offense	Golf privileges will be suspended

ANNUAL TRAIL FEE/PRIVATE CART AGREEMENT

The right to use privately owned golf carts on the golf facilities at Plantation Bay is currently permitted by the Plantation Bay Country Club on an annual basis. This privilege is non-transferable, non-assignable, and may be terminated at any time by the Club. Privately owned golf carts must be approved each year by the Club as complying with the appearance and other standards as stated in this Agreement and the Rules and Regulations of the Club as the same may be amended from time to time.

Private golf cart privileges pursuant to this Agreement are available on an individual or family basis, upon payment of the required annual trail fee. The individual program allows only the member to use the golf facilities at the Club without payment of golf cart fees and the family program allows the member and the member's immediate family to use the golf facilities at the Club without payment of golf cart fees. All other passengers shall be required to pay the applicable golf cart fees established by the Club unless they have paid an annual trail fee to the Club.

Annual trail fee agreements are only available to FULL members in good standing who are residents of the Plantation Bay community. The annual fee is billed in two installments and is non-refundable. First time trail fee members may be prorated on a monthly basis. Members covered under this trail fee agreement will be allowed to pay for personal use of a Plantation Bay cart. This fee will be waived whenever the trail fee participant is the second seat in another member's cart.

As a private golf cart owner, the undersigned hereby makes application to Plantation Bay Country Club's Annual Trail Fee Program. Upon submitting this Agreement to the Club, the undersigned agrees to abide by all rules and regulations for private golf carts as they may be amended from time to time by the Club:

1. Privately owned golf carts must be electric battery powered, quiet in operation and tasteful in appearance. All carts must have the same body shape, size (including tires) and general color as the Plantation Bay fleet (light beige). All carts must be approved by the Plantation Bay Director of Golf before gaining access to the golf course. The Plantation Bay Director of Operations is the final authority on these criteria and is authorized to ban non-complying carts from the course.
2. 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. Any person who is not participating in the private golf cart program and is riding as the second person in a privately-owned golf cart must pay the applicable golf cart fee in the Golf Shop before beginning play. Privately owned golf carts cannot be loaned or used by anyone other than the member or immediate family members on the Club Facilities. A maximum of two riders and two golf bags per golf cart is allowed.
3. The Club will establish from time to time the safety specifications that all privately owned golf carts must satisfy. The Club has no responsibility for the storage, service or repair of privately owned golf carts.
4. Members with privately owned golf carts must check in at the Golf Shop prior to beginning play. On any particular day, the use of privately owned golf carts on the golf facilities is subject to approval by the Golf Professional and the Golf Course Superintendent. Privately owned golf carts must also be operated in accordance with the General Golf Cart Rules established by the Club from time to time for golf carts provided by the Club.

5. Each year a member with a privately-owned golf cart shall be required to provide the Club with proof that the operation of the golf cart is covered by an insurance policy of the member with policy limits established by the Club. A yearly decal will be issued for the golf cart when the trail fee agreement, proof of insurance, and the annual trail fee payment are received. The yearly decal should be placed on the front of the golf cart in clear view. When a privately owned golf cart is no longer used in the private golf cart program, all stickers and decals must be removed and returned to the Club.
6. 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 member shall reimburse the Club for any and all damages the Club may sustain by reason of use or misuse, including without limitation, damage to other golf carts and any property of the Club.
7. Members with privately owned golf carts are required to ensure that their golf carts are restricted to licensed drivers who will operate the golf cart in a safe, prudent manner and in accordance with all local, state and federal governmental laws and regulations.
8. Privately owned golf carts shall be driven on the golf course and other facilities of the Club only when such facilities are open for use as established by the Club.

As a participant in the Annual Trail Fee program at Plantation Bay Country Club, the undersigned further agrees:

1. To indemnify and hold harmless the Plantation Bay Country Club as a result of any loss or damage incurred by them relating to the operation of the golf cart by the undersigned, immediate family members, guests and any other operator.
2. To be fully responsible for any and all damages caused by the operation of the golf cart by the undersigned, immediate family members, guests and any other operator and to reimburse the Club for any and all damages the Club may sustain by reason of operation of the golf cart, including without limitation, damage to other golf carts and any property of the Club.
3. To maintain during the term of this Agreement liability insurance coverage on the operation of the private golf cart with policy limits at least equal to \$300,000 personal injury coverage per occurrence and \$30,000 property damage coverage and provide a certificate of insurance to the Plantation Bay Country Club. The undersigned further agrees that he/she will not permit the use or operation of the private golf cart by any person or in any manner which would invalidate such insurance coverage.
4. That violations of the rules and regulations regulating use of privately owned golf carts might result in the revocation of private golf cart

privileges, playing privileges and/or the suspension or termination of membership privileges at Plantation Bay Country Club.

5. The failure or delay of the Club at any time to require the undersigned's performance of any provision of this Agreement or the rules and regulations as the same may be amended from time to time, even if known, will not affect the right of the Club to require the undersigned's performance of that provision or to exercise any right, power or remedy under this Agreement or the rules and regulations, and any waiver by the Club of any breach of any provision of this Agreement or the rules and regulations should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement or the rules and regulations.

PULL CARTS

1. Pull carts may only be used when walking is permitted.
2. Pull carts are to be kept off the greens and fringes of greens.
3. Pull carts should never be pulled between a greenside sand trap and the green.

GOLF HANDICAPS

1. Handicaps will be computed under the supervision of the Golf Professional, in accordance with the current USGA handicap system.
2. To establish a handicap, a player must turn in a minimum of five "18 hole" scores.
3. Only Members with an approved USGA handicap may participate in Club-sanctioned tournaments.
4. Anyone with a USGA handicap is required to post all local and away scores.

GOLF COURSE ETIQUETTE

1. Play "Ready Golf" at all times.
2. Players should play without delay by going directly to their ball and being prepared to play when it is their turn.
3. On the completion of a hole, players should leave the green immediately, place their clubs in their bag and mark their scores at the next tee.
4. On the putting green, players should study their putt while others are doing the same and be prepared to putt when it is their turn.

5. Prior to putting, players should park their golf cart at the back of the green closest to the next tee.
6. Players should repair their ball marks on the putting green (other ball marks should also be repaired, when time permits).
7. Before leaving a sand trap, a player should carefully rake over all holes and footprints.
8. Players are not to play until the players in front are out of range and are completely clear of the putting green.
9. Under normal circumstances, a round of golf should not exceed four hours. Programs may be introduced to promote and maintain this standard.
10. All players shall observe the rules of golf etiquette as adopted by the U.S.G.A. at all times.

All players should fill divots and repair ball marks.

TEE TIME POLICY

1. Tee times may be requested in advance of play by phone, internet, or in person. Priority tee times are based on the Membership category selected.
2. All names should be given when reserving tee times.
3. The Golf Shop will be open on the hours posted by Management. Reservations for tee times will be accepted in the Golf Shop during these hours.
4. Members canceling tee times should do so well in advance.

PACE OF PLAY POLICY

1. All rounds are expected to be completed in four hours.
2. Slow groups will be warned by the Ranger of their time and position on the first offense.
3. Upon a second warning by the Ranger, slow groups will again be warned of their time and position, and the possibility of having to skip a hole to reclaim their position.
4. A third warning by the Ranger will result in a group having to skip a hole or as many holes necessary to reclaim their position on the course. Continued slow play may result in a group being asked to leave the course.
5. Any group taking greater than two hours to play nine holes may be asked to skip a hole if there is an open hole in front of them.

6. Always keep pace with the group in front of you, not behind you, and you will not have to worry about rule 2 through 5.
7. Slow play will not be tolerated. All rounds are expected to be completed in 4 hours.

REGULATIONS FOR MEMBER'S CHILDREN

1. Parents are charged with the responsibility for seeing that their children know and adhere to the rules of the Club.
2. A junior golfer is any child under the age of 18.
3. Each operator of a Club golf cart must be at least 16 years of age and have a valid automobile driver's license.
4. Junior golfers, 16 years of age and over, may use the family cart on the golf course with permission from the Head Golf Professional and/or Director of Golf. The Club assumes no responsibility for any damage or injury which may occur in such a situation.
5. Approved junior golfers, 12 years of age and over, may play during the times in which players are allowed to walk the course. Before that time, they must be accompanied by an adult Member.
6. Junior golfers under the age of 12 must play with an adult at all times.

FLAG PRIVILEGES

Handicap signs or flags will be issued by the Management. Certain rules and regulations will apply for each individual requiring this privilege. Outside All handicap flags for golf course use must be approved and the user(s) must abide by the Handicap Flag Agreement. To be eligible to use a Handicap flag, a Member must fulfill the following requirements:

1. Use of a flag is limited to golf members with very serious health conditions.
2. Members requesting the use of a flag will be required to have their doctor complete a form provided by the Head Golf Professional and/or Director of Golf that verifies the need for a flag. The form will be kept on file in the Golf Shop.
3. The flags are the property of Plantation Bay Country Club. As soon as the health condition which warranted the use of a flag has improved and the flag is no longer needed, the Member is to return the flag to the Golf Shop.

Rules pertaining to the actual use of a flag on the course are stated below:

1. Carts with flags should never be closer than 10 yards from the edge of green or tee.

2. A cart with a flag SHOULD NEVER be driven between a greenside sand trap and the putting green itself.
3. On days when all carts are restricted to “Rough only” or “Cart Path Only”, carts with or without flags are restricted to the rough or cart path only (no exceptions).
4. A flag is for an individual, not a cart. When flag-owners are not playing, the flag is to be removed from the cart.
5. When flag-owners are playing in the same group, we suggest that they ride in the same golf cart so as not to have two carts with flags in the same group.

VIOLATION POLICY:

Please understand that the use of a flag is a privilege - not a right - and this privilege can be suspended or revoked at any time.

Any member in violation of any of the above Rules is subject to the following disciplinary action:

- a. First Offense will result in a letter from the Head Golf Professional and/or Director of Golf.
- b. Additional Offenses may result in a suspension of Flag Privileges.

FITNESS/SPA FACILITY

1. Fitness/Spa facilities are for the exclusive use of Plantation Bay Club Members and guests. Members and guests must register daily at the front desk.
2. Exercise at your own risk. Certified trainer not always on duty.
3. You should consult a qualified medical physician prior to beginning any type of exercise program.
4. Children under the age of 16 must be accompanied and supervised by an adult Member.
5. Time limited on each piece of equipment is thirty (30) minutes.
6. All personal audio equipment shall only be used with headphones.
7. Proper attire required: shirts required. Suitable exercise shoes must be worn. No open toed shoes or sandals. No wet bathing suits.
8. No food or drink will be allowed excluding water bottles. Glass containers are prohibited.
9. STOP EXERCISE IMMEDIATELY IF YOU FEEL DIZZY, FAINT OR SICK.

10. Cleaning Wipes are provided. Please wipe down the seat and/or cushions of each piece of equipment after use.
11. Do not attempt to move or remove any equipment from its original location.
12. Lockers are for daily use only. Keys will be issued at Service Desk.
13. Towels will be issued for showers and spa services only. Exercise towels will not be provided. Club towels will not be permitted outside of locker rooms.
14. Personal Training, Group Exercise Instruction, and Spa services can only be provided by Club personnel.

SPA SERVICES

1. No one under the age of 16 is allowed in the steam rooms.
2. When scheduling a service, please notify the attendant of any special health considerations, high blood pressure, allergies, special needs and if you are pregnant.
3. Spa services will only be provided to Members and guests 16 years or older.
4. Cellular phones must be turned off during service. Cellular phone usage is restricted to the lobby area.
5. We suggest you arrive 15 minutes prior to your scheduled appointments. The last scheduled appointment will be 6:30PM.
6. Most body treatments and massages are enjoyed without clothing, however, please wear what is comfortable.
7. We recommend all valuables be left at home.
8. It is recommended shaving a minimum of 4 hours prior to your service. Professional products are used with active ingredients: shaving may cause sensitivity.
9. Arriving late will simply limit time for your treatment. Your treatment will end on time and the full value will be applied.
10. Cancellation - If you must re-schedule or cancel your appointment, we request that you let us know at least 4 hours in advance of single services and 24 hours in advance for multiple treatments. A 50% charge will be applied to your credit card for failure to follow this policy.
11. No show appointments will be charged the full service price.
12. Members may charge services to their member account and/or credit card.

13. Gift Certificates - Spa service gift certificates are a wonderful way to give the gift of health, relaxation and wellness. These are perfect for any occasion and can be purchased for any dollar amount at the service desk or by phone for any immediate family member, guest or for other members.

POOL

1. Pool facilities are for the exclusive use of Plantation Bay Club Members and guests. Members and guests must register daily at the front desk.
2. Swim at your own risk. No lifeguard on duty.
3. Swimming is permitted only during designated hours as posted.
4. No Diving.
5. Shower before entering pool.
6. Children under age of 13 must be accompanied and supervised by an adult Member.
7. Infants in diapers must wear "swimmies".
8. Appropriate attire is required: bathing suit cover-ups must be worn inside the fitness building.
9. No food, beverages or smoking allowed in the pool.
10. No glass or sharp objects.
11. No unruly behavior.
12. No skateboards, bikes, rollerblades or scuba gear.
13. No floats or body boards allowed.
14. Radios, CD's and tape players must be used with headphones.
15. No animals allowed.
16. Locker room towels are not permitted on pool deck.
17. Do not remove pool furniture from pool area.

TENNIS

1. Tennis facilities are for the exclusive use of Plantation Bay Club Members and guests. Members and guests must register daily at the front desk before play.
2. Reservations are one hour for singles and 1 1/2 hour for doubles.
3. Reservations will be held for ten minutes, at which time the court will be forfeited if players are waiting.

4. Reservations must begin on the hour or half hour. Players must relinquish their court if players are waiting. Players may register for another court, if available.
5. Members may register one reservation 48 hours in advance for a court reservation. Players may have no more than two reservations at one time.
6. Tennis etiquette shall be observed at all times on the court and in the area adjacent to the court. Improper use of club facilities, unsportsmanlike conduct, damage to the courts or other infractions of the Rules shall be handled by the Tennis Director. Violators may be asked to leave the courts. All tennis play shall be supervised by the Tennis Director whose decision shall be final.
7. Proper tennis attire is required. Smooth-soled tennis shoes must be worn. No running shoes or street shoes are allowed on the courts. No bathing suits or running shorts nor tank tops for men are permitted. Collared shirts are preferred. Tennis related T-shirts are acceptable. Plain white (undershirt type) T-shirts or other T-shirts are unacceptable. Tennis staff decisions will be final.
8. Children present at the Tennis and Fitness Center must be supervised at all times by the adult Member.
9. Tennis hours of play will be posted as established by Management.
10. One court may be used by the Tennis Director for professional instruction. During group instruction of clinics, the Director may reserve two (2) courts.
11. USTA rules govern all play.
12. Additional play after Club hours need to be reserved in advance with Tennis Director.
13. All gates will be locked according to "Tennis hours of operation".

COURT RULES AND ETIQUETTE

1. Please use entrance nearest your court. Do not cut through courts.
2. When retrieving a ball from another court, please stand by until other players point is over before requesting the ball.
3. Before entering an occupied court, first acknowledge you are waiting for the court and allow the point or game to be completed.
4. Excessive noise and profanity will not be tolerated. Please extend consideration to the fellow members.
5. Members are asked to cooperate in keeping the facilities clean: please make use of the proper trash receptacles.

6. Rollerblading, bike riding, and any other action deemed inappropriate by the Club Management will not be tolerated in the tennis facility.
7. Please park golf carts and bikes in appropriate spaces provided. They are not permitted on the pathway to the tennis and fitness facilities.

BOCCE

1. Organized leagues are to be approved through the Tennis Director.
2. Members and guests must register daily at the front desk before play.
3. Equipment is available for use at the front desk of the Fitness Center.
4. Equipment must be signed in and out and should be returned clean.
5. Reservations are for 1 1/2 hours.
6. Proper Bocce attire is required. Smooth-soled tennis shoes must be worn. No street shoes are allowed on the courts. No bathing suits or running shorts nor tank tops for men are permitted. Management staff decisions will be final.
7. Bocce etiquette shall be observed at all times on the court and in the area adjacent to the court. Improper use of club facilities, unsportsmanlike conduct, damage to the courts or other infractions of the Rules shall be handled by the Tennis Director. Violators may be asked to leave the courts.
8. All trash should be picked up after court use.

GUEST POLICY

Plantation Bay residents may only be a guest of a member one (1) time in a calendar year per amenity. Residents outside the Plantation Bay community may be a guest of a member no more than six (6) times in a calendar year (excluding immediate family members).

Members are required to register all guests each time they use the facility. Guests of Members may be extended guest privileges subject to applicable fees, rules and regulations established by the Club. Guest privileges may be denied, withdrawn or revoked at any time for reasons considered sufficient by Management in his/her sole and absolute discretion. Members must accompany all guests and are responsible for their guest's actions.

NOTES