



PLANTATION BAY

MEMBERSHIP

PLAN AND

RULES AND REGULATIONS



PLANTATION BAY

MEMBERSHIP PLAN

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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 three locations: (A) Founders Club located at 301 Plantation Bay Drive, Ormond Beach, Florida 32174; (B) Wellness Center located at 200 Plantation Bay Drive, Ormond Beach, FL 32174; and, (C) Prestwick Clubhouse, located at 1044 Hampstead Lane, Ormond Beach, Florida 32174.

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, pickleball courts, bocce courts, swimming pools 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, by Owner in its sole discretion and without prior notice to the Members.

ARTICLE 3. MEMBERSHIP

MEMBERSHIP AT THE CLUB (“MEMBERSHIP(S)”) 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 Premier Golf Membership

Plantation Bay Premier Golf Memberships are available to both residents and non-residents of Plantation Bay. Premier Golf Members shall be entitled to use all facilities of the Club, including all golf courses and practice facilities. In addition, Plantation Bay Premier Golf 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.

b. Plantation Bay Young Executive Golf Membership

Plantation Bay Young Executive Golf Memberships are available to both residents and non-residents of Plantation Bay, between the ages of 25-40. Young Executive Golf Members shall be entitled to use all facilities of the Club, including all golf courses and practice facilities. In addition, Plantation Bay Young Executive 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.

c. 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, Pool, Tennis, Pickleball, and Bocce facilities, and clubhouses. Sports Members may play golf at the Club's golf courses ten (10) times during "non-peak" season (June through October) by paying applicable guest rates. They may be a Premier Golf 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. Rounds of golf are subject to change annually.

d. 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 Spa, Fitness, and Pool facilities, and clubhouses.

e. Plantation Bay Clubhouse Membership

Plantation Bay Clubhouse Memberships are available only to residents of Plantation Bay. Clubhouse Members shall be entitled to use the Clubhouse restaurants, including events and social functions.

f. Corporate Full Membership

Corporate Members shall be entitled to use all facilities of the Club, including all golf courses and practice facilities. A Corporate Membership is based on legal entity that is separate from its owners and is authorized by the state to act as a single entity. Corporations applying for a Corporate Membership shall be a bona fide corporation that provides goods or services in exchange for other value, such as money. The Club shall have the right to request a corporation's corporate governance documents and other relevant documentation illustrating the validity of the corporation. A shell corporation established without the clear intent of conducting business shall not be permitted as a Corporate Member.

g. 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 all applicants before submitting to the Club. All applications for Membership require 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 reserves the right to conduct a background check and/or credit check on any member applicant. By applying for membership, member applicant consents to these checks and agrees to provide any information required to facilitate them.

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.

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 member of the armed services from the ages of nineteen to twenty-three.

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 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 period.

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 (including immediate family members) may only be a guest of a Member one (1) time in a calendar year at any Club facility, as determined by the Club. 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, use facilities, 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 changed, 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 always be accompanied by the Member at all times when using any facility of the Club, unless otherwise approved 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, social, or other club 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 an employee 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 Privileges, if approved, may require fees for such guests in addition to those for the Member.

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 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.

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 within Plantation Bay 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 and shall 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 department 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 any interest in a Membership.

Section 5.02 Death

In the event of a Member's death, the surviving spouse shall automatically succeed 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 Downgrades

By definition, a downgrade is considered a change from Family to Single Membership or a change in Membership Category. A Member may only change his or her Membership effective by November 1st of the current calendar year to be applicable for the new calendar year. Downgrades are not permitted mid year.

Section 6.02 Upgrades

By definition, an upgrade is considered a change from a Single to Family and or higher Membership Category. A Member may upgrade at any time during the calendar year by paying all applicable dues and fees.

Section 6.03 Designee Changes

Change in designee is limited to a maximum of one-time per year per membership and is subject to a designee change fee. Designee change will be subject to an application and approval process, which may include a background check and/or credit check. The Club reserves the right to deny designee changes for any reason.

ARTICLE 7. RESIGNATION

Resignations are permitted at any time, but are only effective at the end of the calendar year. Any Member who wishes to resign from the Club must notify the Membership office and complete a membership termination form pending full payment of all outstanding charges due to the Club. The Member shall remain liable for any amounts, including unused food and beverage minimum, unpaid on their Club account. Late fee and interest charges will continue to accrue on unpaid amounts and the Club reserves the right to send uncollected dues and fees to collections.

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 Club Member at any amenity (see Article 4, Guest Privileges). A resigning Member shall have no rights or responsibilities from their former Membership. If Members request to be reinstated in the Club Membership, applicable fees and dues will apply.

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 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 as to 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 Management through the General Manager of the Club (“General 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 General Manager shall set a time and date for such meeting. 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, shall include the use of offensive or abusive language or threatening a fellow member or staff member.
- f. Habitual unreasonable complaints about facility or service or behavior inconsistent with the demeanor of enjoyable social situations.
- g. Posting on Social Media any derogatory or negative comments about the Club, membership, staff, etc.
- h. 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.
- i. Failure to check-in at any amenities, including the Golf Shop, Wellness Center (Tennis, Pickleball, Bocce, Pool, Fitness) and pay all applicable fees (including green fees and cart fees or applicable guest fees) prior to play and/or use.

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.

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, 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 DUES AND CHARGES

All Memberships are a calendar year commitment. Dues and fees are payable in one or two installment(s) for all membership types, as determined by Management. Dues will be billed in October and due by December 1st for the next calendar year. If applicable, the second installment will be billed in April and must be paid by May 31st. Dues not paid by the deadlines will be considered delinquent and will result in penalties, interest, and cessation of privileges. Annual dues, trail/ cart plan fees and food and beverage minimums may change at the sole discretion of the Management. At the time of application for Membership, potential members will be required to pay a one-time, non-refundable initiation fee for the category of membership category elected. 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 and the Member is responsible for payment in full.

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

All dues and charges billed to Members are due and payable in Flagler County, Florida, or at such other place as designated by Owner or Management. Members will be notified via a monthly billing statement on all account charges. Payment is expected promptly for monthly charges by the 10th of the month. Please note the following delinquent account procedures:

- a. **Dues & Charges Thirty (30) Days Delinquent.** At thirty (30) days delinquent, the account will accrue a 1.5% service charge and late fees and will be suspended until paid in full.
- b. **Dues & Charges Forty-Five (45) Days Delinquent.** At forty-five (45) days delinquent, the account is terminated and is turned over for collection. In such event, the delinquent Member will also be responsible for any and all costs of collection in addition to late fees, penalties and delinquent dues.

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; INSURANCE OF PROPERTY; 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 or 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 of any property or furniture belonging to the Club from the room in which it is placed, or from the Club's premises without proper authorization, is not permitted. Every Member 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.

Each 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. Each 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 email 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 mailings from the Club ten (10) days after they have been mailed to the address on file or immediately when emailed by 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.

ARTICLE 19. PHOTO RELEASE

Members hereby consent to, allow, and release, the Club, Management, and its affiliates, to take any photography and videography of Members and their guests and use such pictures and videos in advertisements, on social media, in electronic correspondence, and in any other similar forms of communication. Any Member who does not wish to allow photography and videography by the Club shall provide Management written notice opting out of this release at the time of Membership application. Failure to do so automatically opts the Member into this release.



PLANTATION BAY

RULES AND REGULATIONS

Revised 10/2024

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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.

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 and 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. The Club shall not 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 on duty.
10. Dogs and other pets are not permitted on the Club's premises, except under special circumstances when authorized by Management.
11. 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 or any pets. The cost of repairing any damage to the golf course resulting from such prohibited activity shall be the responsibility of the Member or guest.
12. Any golf cart on Club property must be registered with the Club or the HOA and shall display the proper and most current decal. No political decals, banners, or flags are permitted on any golf carts on Club property.
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. No Member or guest shall 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.
17. Management reserves the right to amend or modify these rules when necessary and will notify the Membership in writing of any change.
18. 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.
19. Owner always has passage rights for tee times, pace of play and Clubhouse priority use.

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 in advance. A non-refundable deposit may be required for a banquet reservation.
3. 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 once reservations have been opened.
 - b. Event deadlines will be strictly adhered to and a wait list shall be 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 in advance will not have charges 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 wellness center, only if accompanied or supervised by an adult. They are also not permitted in the men's or women's locker rooms unless accompanied by an adult.
2. All children must conduct themselves in an orderly manner acceptable to other Club Members.
3. Children are permitted to use the Club's facilities provided they are used in the manner for which the facilities were intended.
4. Members shall be responsible for their children and 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. Members' children 19 and under, or until their 24th 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 and compatible with the appropriate occasion or location within the club. 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 as amended from time to time by the Club in its sole discretion and without notice.

1. Jeans and shorts are permitted in all locations for breakfast or lunch service only; jeans and shorts are NOT permitted in the main dining room of the Founders clubhouse for dinner service, unless stated for specific Member events. No cutoffs or torn jeans or shorts will be permitted. Flip flops are not permitted except for the pool and cabana areas.
2. As a courtesy, men must remove hats indoors. Hats may be worn on the patio or other outdoor areas.
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 mid-thigh) 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 and shirts with large printing on the back or front.
6. No sweatpants, warm-up suits, cargo shorts, 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 shall 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 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 Director of Golf 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 or with Starter 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 Bermuda length shorts (mid-thigh), shirts with sleeves and collars, and sweaters.
- Shirrtails must be tucked in at all times when engaging in golf activities.
- Headgear, caps and visors shall be worn with the bills positioned forward.
- Only soft spike or “spike less” golf shoes are permitted.
- Specifically excluded are collarless tee-shirts or shirts with large printing on back or front, cutoffs, denim jeans of any color or cargo shorts.

FOR WOMEN:

- Proper golfing attire is considered to be golf dresses, golf-length skorts, Bermuda-length shorts, or slacks.
- Appropriate blouses, shirts and sweaters (sleeveless shirts and collarless shirts are acceptable).
- Only soft spike or “spike less” golf shoes are permitted.
- 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, sweatpants, tennis dresses without cover-ups, athletic shorts, cut-offs, denim jeans of any color, and/or abbreviated clothing not considered in good taste.

6. Foursomes have priority over all other matches.
7. The golf shop and Starter shall make every effort 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 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.
12. Walking on the golf course while playing golf is permitted after 3:00 p.m., unless authorized by the golf shop.
13. Should play be discontinued at the direction of the Club, a “Discontinued Play” a credit will be given as follows:
 - a. If less than five holes are completed, player will receive a full credit.
 - b. If less than fourteen holes are completed, player will receive a 9-hole credit.
 - 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.
16. Players who fail to show up for their scheduled tee time will be subject to no-show fees.

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 or any pets. 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. 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 or with Starter prior to playing and are not permitted on the course unless the golf shop or Starter is notified. Failure to do so may result in suspension or 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. Club golf carts shall not be used by a Member or guest 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 may only be used on the assigned course and may not 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 Club golf 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. Any golf balls located on private property shall be deemed abandoned.
12. No offensive or political decals, banners or flags are permitted on any golf carts.

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

- | | |
|-------------|-------------------------------------------------------------------------------------------------------------|
| 1st offense | A verbal warning will be issued and documented in Member’s file |
| 2nd offense | A detailed letter from the Director of Golf or General Manager will be sent and documented in Member’s file |
| 3rd offense | Golf privileges will be suspended or terminated |

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 registered 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. In addition, if a trail fee participant uses a Club golf cart for a round of golf, a discounted cart fee will be offered.

Annual trail fee agreements are only available to Premier Golf Members and Young Executive Golf Members in good standing who are residents of the Plantation Bay community. The annual fee is billed in one installment 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 Club golf cart. This fee will be waived whenever the trail fee participant is the second seat in another Member's cart.

Any Member on Plantation Bay Country Club's annual trail fee program 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 Club's golf cart 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 General Manager 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 registered 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 or with the Starter 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 Director of Golf. Privately owned golf carts must also be operated in accordance with any and all golf cart rules established 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 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 side 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.

A participant in the annual trail fee program at Plantation Bay Country Club 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 Member, 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. Member 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. 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 Member'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 Member'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.

ANNUAL CART RENTAL AGREEMENT

The right to use Club 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. The annual cart rental program may be amended from time to time.

Annual cart rental privileges are available on an individual or family basis, upon payment of the required annual cart rental 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 registered 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 cart rentals are only available to Premier Golf Members and Young Executive Golf Members in good standing. The annual fee is billed in one installment and is non-refundable. First time annual cart rental members may be prorated on a monthly basis. There will be no fee if the annual cart rental participant is the second seat in another member's cart.

Any Member on Plantation Bay Country Club's annual cart rental program agrees to abide by all rules and regulations for Club golf carts as they may be amended from time to time by the Club:

A participant in the annual cart rental program at Plantation Bay Country Club 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 Member, 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 Member, 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. Violations of the rules and regulations regulating use of Club golf carts may result in the revocation of Club golf cart privileges, playing privileges and/or the suspension or termination of membership privileges at Plantation Bay Country Club.
4. The failure or delay of the Club at any time to require the Member'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 Member'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 shall be kept off the greens and fringes of greens.
3. Pull carts shall never be pulled between a greenside bunker and the green.

GOLF HANDICAPS

1. Handicaps will be computed under the supervision of the Director of Golf or his/her staff, 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 bunker, 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 USGA at all times.
11. All players shall fill divots and repair ball marks.

TEE TIME POLICY

1. Tee times may be requested in advance of play by phone, online, or in person.
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 shall do so prior to the scheduled tee time.
5. Players who fail to show up for their scheduled tee time will be subject to no-show fees.

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. 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 cart on annual family trail fee on the golf course with permission from the Director of Golf or his/her staff. 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 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. The use of a handicap flag is limited to members with an approved
2. Physicians letter which must be submitted upon request of flag privileges.
3. Once approved, you will be responsible for supplying and displaying your handicap flag while playing.

The registration form must be completed prior to being eligible for these privileges.

Members agree to abide by the rules and regulations set forth by the Club. The following rules MUST be followed while on the course and using the Handicap Flag:

1. A handicap flag applies only to the individual(s) with the disability.
2. Golfers without flag privileges playing with a handicap flag holder MAY NOT take advantage of the Flag Policy.
3. Carts with flags should never be closer than 10 yards from the edge of a tee box or green.
4. A cart with a flag shall never drive between a greenside bunker and the green.
5. Carts MAY NOT drive over ropes into an area that has been roped off.
6. When flag owners are playing in the same group, they will be required to ride in the same golf cart so as not to have two carts with flags in the same group.
7. When conditions warrant and the course has been designated as *Cart Path Only*, ALL golfers including those with handicap flags must adhere to cart path restrictions.
8. Abuse of the rules of this policy will result in loss of privileges.

Violation of 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 actions:

1. First Offense will result in a warning letter.
2. Additional or reoccurring offenses will result in loss of flag privileges.

FITNESS/SPA FACILITY (“WELLNESS CENTER”)

1. Wellness Center 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 (18 years of age or older).
5. Time limited on each piece of equipment is thirty (30) minutes during peak times.
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. No clogs or traditional croc-style shoes. Midriff should not be exposed. Clothing shall not be inappropriate in length or style.
8. No food or drink will be allowed excluding drinks in bottles with a top. Glass containers are prohibited.
9. STOP EXERCISE IMMEDIATELY IF YOU FEEL DIZZY, FAINT OR SICK AND NOTIFY CLUB STAFF.
10. Cleaning wipes are provided. Please wipe down the seat and/or cushions of each piece of equipment after use. Do not wipe digital screens on cardio equipment.
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 steam room 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 unless accompanied in service room by a parent or guardian.

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.
6. We recommend all valuables be left at home.
7. Arriving late will simply limit time for your treatment. Your treatment will end on time and the full value will be applied.
8. Cancellation - If you must re-schedule or cancel your appointment, we require 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 member account or credit card for failure to follow this policy.
9. No show appointments will be charged the full-service price and charged to the member account or credit card.
10. Members may charge services and tips to their Member account and/or credit card.

POOL

1. Pool facilities are for the exclusive use of Plantation Bay Club Members at fitness level or higher and their 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 the age of 13 must be accompanied and supervised by an adult.
7. Infants in diapers must wear "swimmies".
8. Appropriate attire is required: bathing suit cover-ups must be worn inside the Wellness Center.
9. No **outside** food and beverage permitted.
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. Personal audio must be listened to with headphones.
15. No animals allowed unless otherwise approved by management for specific circumstances.
16. Locker room towels are not permitted on pool deck.
17. Do not remove pool furniture from pool area.
18. No smoking permitted at the Wellness Center.

TENNIS AND PICKLEBALL

1. Tennis and pickleball facilities are for the exclusive use of Plantation Bay Club Members of Sports level or higher and their guests. Members and guests must register daily at the front desk before play. Guest fees will apply in addition to Member fees, as applicable, for both tennis and pickleball.
2. Tennis reservations are for 1.5 hours for singles or doubles. Pickleball reservations are 1 hour for singles or 2 hours 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 may register for another court, if available. Play is limited to 90-minutes if players are waiting.
5. Members may register one reservation online 50-hours in advance or at the front desk 48-hours in advance for a court reservation. Players may have no more than two reservations at one time.
6. Proper sports 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 and Regulations shall be handled by the Tennis Director

or Fitness Director. Violators may be asked to leave the courts. All tennis and pickleball play shall be supervised by the Tennis or Fitness Director.

7. Proper court attire is required. Appropriate court shoes shall 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 (sleeveless will be permitted). Collared shirts are preferred. Fitness or tennis related t-shirts are acceptable. Plain white (undershirt type) t-shirts or other t-shirts are unacceptable. Tennis or Fitness staff decisions will be final.
8. Children present at any area of the Wellness Center must be supervised at all times by an adult.
9. 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 Tennis Director may reserve two (2) courts.
11. USTA rules govern all tennis play. USPA rules govern all pickleball play.
12. Additional play after Club hours needs to be reserved in advance with Tennis Director.
13. All gates will be locked according to "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 or pickleball facilities.
7. Please park golf carts and bikes in appropriate spaces provided. They are not permitted on the pathway to the tennis and fitness facilities or next to the courts. All golf carts must be properly registered and display decal for the Club or HOA.

BOCCE

1. Organized leagues are to be approved through the Tennis and or Fitness Director.
2. Members and guests must register daily at the front desk before play. Guest fees will apply.
3. Equipment is available for use at the front desk of the Wellness Center.
4. Equipment must be signed in and out and shall be returned clean. Any damaged equipment is the responsibility of the Member.
5. Reservations are for 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 (sleeveless is 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 and Regulations shall be handled by the Tennis or Fitness 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