

The Clubs
by JOE

RULES AND REGULATIONS

AMENDED AND RESTATED

OCTOBER 1, 2020

RULES AND REGULATIONS

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RULES AND REGULATIONS

It is the intent of St. Joe Resort Operations, LLC, a Florida limited liability company (the "Club Owner") to limit these Rules and Regulations to the minimum number required for the enjoyment of the Club Facilities by all Members, family members and their guests. The Club Owner will lease the Club Facilities (as hereinafter defined) from The St. Joe Company, a Florida corporation, or any of its related entities (the "Club Facilities Owner"). All or any portions of the Club and/or Club Facilities may be operated by Club Owner, a management company or any other entity pursuant to any contractual agreement (the "Club Operator"). The obligations of enforcing these Rules and Regulations for the good of all Members is placed primarily in the hands of a carefully selected and trained staff of the Club Operator whose principal responsibility is to assure Members of all the courtesies, comforts and services to which a Member of the Club is entitled. It is further the responsibility of the membership to be familiar with these Rules and Regulations and to abide by them at all times. Because Club Operator is managing the Club on behalf of Club Owner, all authority and rights granted or retained by Club Operator herein may be exercised by Club Owner at Club Owner's sole and absolute discretion. All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Membership Plan dated October 1, 2020 (the "Membership Plan").

GENERAL CLUB RULES

1. The hours of operation of all facilities and services provided at the Club will be established by the Club Operator considering the season of the year and other circumstances. Certain facilities will be closed from time to time for maintenance, repairs and other purposes deemed necessary by the Club Operator.
2. Members, family members and their Guests must abide by all rules established by the Club Operator as they may be amended from time to time. Members are responsible for ensuring that their family members and Guests comply with all rules of the Club.
3. All state and local laws concerning the sale of alcoholic beverages will be strictly enforced. Alcoholic beverages will not be served or sold, nor permitted to be consumed, at the Club during hours prohibited by law. Alcoholic beverages will not be served or sold to any person not permitted to purchase the same under the laws of the State of Florida. Alcoholic beverages will not be sold for consumption off the Club's premises. No private coolers are permitted on the Club Facilities.
4. The Club Operator through its designated general manager (the "General Manager") shall have full and complete charge of the clubhouses and grounds at all times.
5. Members must not request special personal services from the employees or personnel of the Club.
6. Performance by entertainers will be permitted on the property of the Club only with the permission of the General Manager.

7. It is contrary to the Club's policy to have its facilities used for functions or fundraising efforts for the benefit of a political cause, except as specifically permitted by the Club. The Club Facilities shall not be used in connection with organized religious services or other activities except as may be approved by the Club Operator.

8. Proper attire, decorum and consideration of the comfort of others must be observed at all times.

9. Members and family members are not allowed in the golf cart and golf club storage areas, golf course maintenance area, kitchen or other service areas of the Club.

10. Dogs and other pets, with the exception of seeing-eye dogs, are not permitted on the Club Facilities without the prior approval of the General Manager. If permitted, such dogs or other pets must remain under control at all times and the Member is responsible for any damage caused by the dog or other pet.

11. All food and beverage consumed on the Club Facilities must be purchased from the Club and outside catering is not permitted, unless otherwise permitted by the General Manager. No private coolers are permitted on the Club Facilities.

12. Members, family members and their Guests may not abuse any of the Club's employees or personnel, verbally or otherwise. All employees or personnel of the Club Operator are under the supervision of the General Manager and no Member, family member or Guest shall reprimand or discipline any employee or personnel, request any employee or personnel to perform personal tasks while on duty at the Club or send any employee or personnel off the Club Facilities for any reason. Any employee or personnel not rendering courteous and prompt service should be reported to the General Manager immediately. All such reports will be given prompt attention.

13. Members and the family and guests of Members should drive cautiously in and around the Club and the surrounding communities. Speeding or reckless endangerment is not permitted.

14. Self-parking is permitted only in areas clearly identified for parking. Parking must be confined to spaces designated in the parking lot. Parking on grass areas, at the front entrance or in the delivery area of the Club or in any way which blocks the normal flow of traffic is not permitted. "No Parking" signs must be observed.

15. Advertisements in any form are prohibited on the Club Facilities and shall not be posted or circulated at the Club nor shall business of any kind be solicited or transacted on the property of the Club without the prior approval of the General Manager.

16. No petitions may be originated, solicited, circulated or posted on the Club Facilities without the prior approval of the General Manager.

17. There shall be no solicitation in the name of, or on behalf of, the Club nor shall the name or logo of the Club or photography or representations of the Club Facilities be used for any purpose, without the prior approval of the General Manager.

18. Smoking is permitted only in designated areas determined by the Club Operator.

19. Use of cellular telephones may be restricted or prohibited in certain areas as determined by the Club Operator.

20. Loud or offensive language is not tolerated at any time.

21. Firearms and all other weapons are not permitted on the Club Facilities at any time.

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

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

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

25. All complaints, criticisms or suggestions relating to the operations of the Club Facilities must be in writing, signed and addressed to the General Manager. Errors in billing charges should be directed to the attention of the accounting department.

26. The roster of Members of the Club is the property of the Club Owner and may be furnished to Members of the Club in the sole and absolute discretion of the Club Owner. The membership roster shall not be used or given to anyone by a Member for any reason whatsoever. Unauthorized release of the membership roster by a Member is viewed as a very serious breach of Club policy. Violations will be reviewed by the Club Operator and may result in immediate termination of membership or other sanctions.

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

28. The Club Operator reserves the right to amend these Rules and Regulations at the discretion of the Club Operator and Club Owner

CLUB CHARGES AND MEMBER PAYMENTS

1. A membership card indicating the Club Account number will be issued to the Member or Permitted Designee and those members of the family requested by the Member or Permitted Designee, provided that the Member or Permitted Designee has set up the Club Account by providing checking/savings bank account information to the Club Operator. A Permitted Designee is an individual, other than the Member, who has executed a Membership Application and Agreement or any addendum thereto or other agreement with the Club in accordance with the Club Documents.

2. In order to protect Members from improper charges, membership cards must be presented at the point of sale for all transactions, excluding food and beverage, in which case presentation of membership cards is required prior to placing any order. Membership cards are not transferable and may not be used by any person other than the person to whom it is issued. A Member must present his or her membership card to be eligible for any preferred pricing.

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

4. Each member may receive such identification decals and other insignia as the Club may from time to time designate, and shall display such insignia as required by the Club.

5. The opportunity to charge to a Member's or Permitted Designee's Club Account is extended as a privilege of membership at the Club and is subject to continuing review and approval by the Club Operator. The Club Operator reserves the right to eliminate the use of Club Accounts.

6. All charges must be signed legibly by the person making the charge and the Member's or Permitted Designee's last name and Club Account number must be printed on the charge ticket. All charge tickets must be signed.

7. Members and Permitted Designees are responsible for the payment of all charges made by their family members and Guests. With respect to any entity held Membership, both the entity as the owner of the Membership and the user designated by the entity ("Designee") (and the Designee's spouse if applicable) are jointly and severally responsible for all dues, fees and charges incurred by the Designee and/or such Designee's family members or their Guests.

8. Members' dues will be billed on a monthly basis unless otherwise determined by the Club.

9. Members' dues, fees and other charges will be billed to their checking/savings bank account on file with the Club. Such charges will be billed on a monthly basis and Members may review a written statement of their charges online. All members agree to pay directly to the Club any amounts not paid by the financial institution within ten (10) days of receipt of written notice from the Club.

10. A Member is entitled to charge privileges at the Club so long as his or her membership is in good standing. Cash payments are not permitted.

11. Current Members using credit cards for payment as of October 1, 2020 will be allowed to transition to an ACH debit from the Member's checking or savings bank account by January 1, 2022.

12. A monthly statement will be posted online for Member review approximately on the first (1st) day of each month, unless otherwise established by the Club Owner. The charge will occur approximately ten (10) days later. In the event a charge to the Member's checking or savings bank account be refused for any reason, the Club Operator will assess a fee in an amount established by the Club to the Member or Permitted Designee.

13. Past due bills will accrue a late fee each month in an amount equal to a minimum late fee established by the Club Owner from time to time and/or interest at the maximum, non-usurious rate permitted by law from the date of the statement until paid in full.

14. It is the responsibility of each Member or Permitted Designee to retain receipts for charges incurred at the Club. Copies of the monthly charges will not be posted online. Receipts will only be mailed upon request if a charge is disputed.

15. The General Manager must be notified in writing immediately if a membership card is lost. Until written notification of a card loss is received by the General Manager, the Member or Permitted Designee shall be responsible for all charges placed on such Member's or Permitted Designee's Club Account. For each membership card replaced, a service charge will be automatically be billed to the Member's or Permitted Designee's Club Account.

16. If the Club Account of any Member or Permitted Designee is delinquent, the Club Operator may take whatever action it deems necessary to effect collection. If the Club Operator commences any legal action to collect any amount owed by a Member or Permitted Designee, or to enforce any other liability of a Member or Permitted Designee to the Club Operator, and if judgment is obtained by the Club Operator, the Member or Permitted Designee shall also be liable for all costs and expenses of the legal action and reasonable attorneys' fees and para- professionals' fees (including fees required in connection with appellate proceedings).

17. The Club Operator may suspend and/or terminate membership and/or use privileges of a Member or Permitted Designee for failure to pay dues, fees, charges or any other amount owed to the Club Owner, Club Facilities Operator or the Club Operator in a proper and timely manner. The Club Operator may, in its discretion, determine not to seek the termination of a Member's Membership or a Permitted Designee's use privileges. Such determination shall not be deemed a waiver of its right to seek the termination of a Member's Membership or Permitted Designee's use privileges at a later date or against any other Member or Permitted Designee of the Club.

18. Violation of any of these rules or conduct in a manner prejudicial to the best interest of the Club will subject the person in violation to the disciplinary action deemed appropriate by the Club Operator including possible termination of Membership.

SUSPENSION AND TERMINATION OF MEMBERSHIP/USE PRIVILEGES

1. Membership may be suspended or terminated by the Club Operator or such other disciplinary action may be taken which is deemed appropriate by the Club Operator, including, but not limited to, the institution of a fine, if, in the judgment of the Club Operator or Club Owner, the Member or Designee and/or the family or guest of a Member or Designee:

- a. submits false information on the Membership Application and Agreement;
- b. permits the unauthorized use of a Member's membership card or Club Account;
- c. exhibits unsatisfactory behavior, deportment or appearance or acts in any other manner determined to not be in the best interest of the Club or the Members, whether or not at the Club Facilities;
- d. fails to pay dues, fees, charges or any other amount owed to the Club Owner, Club Facilities Owner or the Club Operator in a proper and timely manner;
- e. fails to abide by these Rules and Regulations established for use of the Club Facilities, as may be amended from time to time;
- f. treats the personnel or employees of the Club in an unreasonable or abusive manner;
- g. arranging for a rental guest (other than through the Designated Rental Programs) to use the Club Facilities or otherwise receiving payment or other consideration for arranging for a Guest to use the Club Facilities;
- h. is convicted of a crime;
- i. destroys Club property;
- j. fails to accompany a guest when required by the Club Operator; or
- k. engages in conduct that is improper or likely to endanger the welfare, safety, harmony or reputation of the Club Owner, Club Facilities Owner, Club Operator, the Club or its Members, whether or not at the Club Facilities.

2. The Club Operator may at any time restrict, suspend or terminate, for cause or causes described in the preceding paragraph, the privilege of any Member or Designee, family member or Guest to use any or all of the Club Facilities. No such Member shall on account of any

such restriction, suspension or termination be entitled to a refund of any dues, fees or any other charges. 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.

3. The Member, Designee or family member or Guest shall be notified of any proposed disciplinary action and shall be given an opportunity to be heard by the Club Operator to show cause why the individual should not be disciplined in accordance with these rules. If the individual desires to be heard, he or she must provide a written request for a hearing to the General Manager within seven (7) days after the date of the Club Operator's notice to the individual of the proposed action. Upon receipt of the written request for a hearing, the Club Operator shall set a time and date for such hearing, which shall in no event be less than seven (7) days after such request. Depending on the severity of the violation in the discretion of the Club Operator, membership/use privileges of the offending Member, Designee, family member or Guest may be suspended by the Club Operator pending a final resolution.

4. Any Member at the Club who has had membership/use privileges terminated for any reason other than the failure to meet eligibility requirements for membership shall not again be eligible for membership or admitted to use the Club Facilities, including as a Guest of a Member, under any circumstances. A Member who holds a Non-Refundable Membership terminated for disciplinary cause will not be entitled to a refund of any Initiation Fee or Membership Deposit paid by the Member. A Refundable Membership terminated for disciplinary cause will be placed on the applicable resignation list and the Member shall be paid upon reissuance of Membership the Membership Deposit refund he or she would be entitled after resignation and reissuance of membership.

5. A suspended Member shall not be permitted to use the Club Facilities as a guest of another Member.

RESIGNATION OF MEMBERSHIP

1. A Member may resign membership in the Club by delivering written notice of resignation to the Club's Membership Office by U.S. Mail, overnight mail, e-mail or facsimile. A membership shall be deemed to have been resigned as of the date the Club receives written notice of the Member's resignation.

2. Notwithstanding any resignation, the Member and his or her spouse shall remain liable for any amounts unpaid on the Member's Club account.

LOSS OR DESTRUCTION OF PROPERTY OR INSTANCES OF PERSONAL INJURY

1. Each Member as a condition of membership, and each Designee, family member or Guest as a condition of invitation to use the Club Facilities, assumes sole responsibility for his or her property. Neither the Club Operator, the Club Owner nor the Club Facilities Owner is responsible for any loss or damage to any private property used or stored at the Club.

2. Property or furniture belonging to the Club Owner, Club Facilities Owner or Club Operator shall not be removed from the room in which it is placed or from the Club Facilities, without proper authorization. Every Member at the Club is responsible for any property damage and/or personal injury occurring on the Club Facilities, or at any activity or function operated, organized, arranged or sponsored by the Club Operator or Club Owner caused by the Member and their family members and Guests. The cost of any repairs or replacements to equipment, furnishings or property of the Club caused by a Member or Designee or their family members or Guests shall be charged to the Member's Club Account.

3. Members, Designees, family members, Guests and all other persons who, in any manner, make use of, or accept the use of, any apparatus, appliance, facility, privilege or service whatsoever owned, leased or operated by the Club Owner, Club Facilities Owner or Club Operator, or who engage in any contest, game, function, exercise, competition or other activity operated, organized, arranged or sponsored by the Club Operator or Club Owner, either on or off the Club Facilities, shall do so at their own risk. Members and Designees release, waive, satisfy and forever discharge the Club Owner, the Club Facilities Owner, the Club Operator, their affiliates and their directors, officers shareholders, partners, managers, members, employees, personnel, representatives and agents and the family members of each of them, from any and all manners of action, causes of action, damages, claims and demands whatsoever, including any claims arising out of negligence, in law or in equity, which the Member or Designee may have now or at any time in the future, arising out of or resulting from the use of any apparatus, appliance, facility, privilege or service whatsoever owned, leased or operated by the Club Owner, the Club Facilities Owner or the Club Operator, including without limitation the use of golf carts provided by the Club Owner, the Club Operator or the Club, or the participation in any contest, game, function, exercise, competition or other activity operated, organized, arranged or sponsored by the Club, the Club Operator or the Club Owner, either on or off the Club Facilities. Members and Designees shall defend, indemnify and hold harmless the Club Owner, the Club Facilities Owner, the Club Operator, their affiliates and their directors, officers, shareholders, partners, managers, members, employees, personnel, representatives and agents and the family members of each of them, from and against any and all losses, damages, claims or suits arising out of any personal injury or property damage caused by the intentional or negligent acts or omissions of the Member or Designee or their family members and Guests.

4. Should any Member, family member or Guest file a legal action against the Club Owner, the Club Facilities Owner, the Club Operator or any of their affiliates for any claim and fail to obtain judgment therein against them, the Member shall be liable to the Club Owner, the Club Facilities Owner, the Club Operator or any of their affiliates for all costs and expenses incurred by them in the defense of such legal action, including reasonable attorneys' fees and para-professionals' fees (including fees required in connection with appellate proceedings).

RESERVATIONS AND CANCELLATIONS

1. Reservations may be required from time to time. Reservations will be taken on a first-come, first-served basis by pre-registering with the appropriate personnel at the Club.

2. Members may be required to make reservations in advance for all special events and Club sponsored parties. If reservations are required, a full charge will be levied against those Members who fail to either honor their reservations for special events and Club sponsored parties or fail to cancel their reservations during the cancellation period. The Club Operator will establish the cancellation policy from time to time.

3. Dinner reservations may be required as determined by the Club. Members are asked to assist in maintaining required service levels by making reservations for dining prior to 5:00 p.m. on the day involved. Reservations for parties of more than ten persons will be accommodated on an "as available" basis. A 24 hour notice is requested for parties of more than ten persons and a set menu should be arranged whenever possible. The courtesy of providing notice of necessary changes or cancellations is requested no later than 3:00 p.m. on the day involved. For certain functions of the Club held in the dining facilities, tables will be assigned on a first-call, first-choice basis. Reservations for special tables will not be accepted. Reservations for dining will be held for only 15 minutes after the reserved time.

4. Reservations for banquets and special private parties should be made at least two (2) weeks in advance. A nonrefundable deposit may be required and cancellations must be made at least forty eight (48) hours in advance. If this is not done, the Member will be charged for each person reserved. Catering policies and rules are outlined in a separate pamphlet available at the Club which may be amended by the Club Operator from time to time. No Member shall plan or set dates for dining room activities without prior approval of the Club.

GRATUITIES

1. In November, it is customary to send a letter from management of the Club facilities providing the Members with an opportunity to contribute to a Holiday Fund for employees or personnel, and a suggested contribution, of which payment will be voluntary, and will be included on each Member's bill. The Club employs many people and this holiday fund provides the Members with an opportunity to show their appreciation. Management of the Club Facilities shall be responsible for the distribution of these funds.

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

CHILDREN

1. Parents are responsible for and must control their children with due regard to the wishes and comfort of other Members.

2. Children under twelve (12) years of age are permitted on the Club Facilities only if supervised by an adult.

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

4. Children under eighteen (18) years of age are not permitted in the men's and women's locker rooms unless supervised by an adult.

CLUBHOUSE ATTIRE

1. The Club shall establish the dress requirements depending on the time of day and the particular facility being used.

2. Members shall dress in a fashion befitting the surroundings and atmosphere of the Club. It is the responsibility of the Members to advise their Guests of the dress requirements.

3. The dress standards of the Club may be waived by the Club Operator from time to time for special activities and functions.

4. Appropriate attire within the clubhouses shall be the same as required for playing golf as set forth below in General Golf Rules #12.

MAILING ADDRESSES

Each Member must file with the Membership Office the mailing address, e-mail address and any changes thereto, to which correspondence of the Club are to be mailed or emailed. Members shall be deemed to have received mailings from the Club three (3) business days after they have been mailed to the address on file with the membership office. In the absence of an address filing with the Membership Office, the Club mailing may, with the same effect as described above, be addressed as the General Manager may think is most likely to cause its prompt delivery.

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 Operator desires to encourage the use of the Club Facilities by Members and other persons permitted by the Club for private parties, provided it does not materially interfere with the normal operation of the Club, or with the services regularly available to the Members. Members are requested to contact the General Manager for available dates.

3. Private parties are not permitted on the Club Facilities unless prior approval is obtained from the General Manager. The person sponsoring the private party shall be responsible for the conduct of the Guests, for any damage caused by the Guests and the installation of party decor and shall be responsible for the removal of all such party decor following the event.

GUEST PRIVILEGES

Guests of Members may be extended guest use privileges subject to payment of applicable guest fees and charges and compliance with the rules and regulations established by the Club Operator. Guest privileges may be limited, denied, withdrawn or revoked at any time by the Club Operator. Although it is the intention of the Club Operator to accommodate Guests without inconvenience to the Members, the Club Operator may limit the number of Guests that accompany a Member on any given day or other time period. Currently, no more than eight (8) Guests may accompany a Member at the Beach Club on any day. The Club reserves the right to establish days (such as holidays) on which a Member may not have Guests at the Beach Club. A particular person may use the Club Facilities as a guest a maximum of six (6) times each membership year, regardless of sponsoring Member. A particular individual using the Club Facilities as a guest must be registered by the sponsoring member with the Club. The Club reserves the right to require identification by each Guest. Guests will be charged guest fees for use of the Club Facilities as determined from time to time by the Club. Guests will be entitled to use the Club Facilities only in accordance with the privileges of the Membership of the sponsoring member. Limited Golf Members may not play golf more than their twenty four (24) allotted rounds by being a Guest of another Member. All Guests shall be either Unaccompanied Guests or Accompanied Guests.

Accompanied Guests

1. A Lifestyle Member, Signature Golf Member or Limited Golf Member may bring Accompanied Guests to play the golf course each day subject to the payment of the applicable guest fees.

2. Accompanied Guests must be accompanied by the Member at all times when using any facility of the Club, and Accompanied Guests will be charged guest fees for use of the facilities as determined from time to time by the Club Operator.

3. Accompanied Guests will be allowed to use the Club Facilities only in accordance with the privileges of the membership of the sponsoring Member upon payment of use fees. Without limiting the generality of the foregoing, the Club currently charges Members (other than Lifestyle Members) a guest fee per person per day in an amount established by the Club Operator from time to time.

4. Accompanied Guest privileges may be limited by the Club Operator, from time to time, in the sole and absolute discretion of the Club Operator.

5. Fees and charges for any services may be paid directly by the Guest to the Guest's credit card or may be charged to the sponsoring Member's Club Account. Cash payments are not permitted. Sponsoring Members shall be responsible for all unpaid fees and charges incurred by their Guests.

6. Sponsoring Members are responsible for the conduct of their Guests while on the Club Facilities. If the manner, deportment or appearance of any Guest is deemed to be

unsatisfactory, the sponsoring Member shall, at the request of the Club Operator, cause such Guest to leave the Club Facilities.

Unaccompanied Guests

1. Each Lifestyle Member, Signature Golf Member or Limited Golf Member may sponsor guests to use the Club Facilities unaccompanied by the member up to 24 golf rounds at Shark's Tooth and Camp Creek combined per calendar year. The Club may change a number of unaccompanied guest rounds permitted each membership year from time to time as it is expected that the number will decrease as more Memberships are issued. Notwithstanding the foregoing,

2. Unaccompanied Guests are not permitted at the Beach Club unless otherwise determined by the Club Operator in its sole and absolute discretion. Therefore, the following rules regarding Unaccompanied Guests are not applicable at the Beach Club.

3. A Member and his or her Unaccompanied Guest must complete such forms and submit such information as requested by the Club Operator in its sole and absolute discretion. Without limiting the generality of any provision herein, the Club Operator may deny guest privileges to any person who is renting a residence other than through the Designated Rental Programs or who pays for or provides other consideration to a Member for guest privileges.

4. Unaccompanied Guests may be approved by the Club Operator for the length of stay, up to a maximum of two (2) weeks and subject to a fee as determined by the Club Operator. At the expiration of the privileges extended to an Unaccompanied Guest, a Member may submit a renewal request to the Club Operator to extend the Unaccompanied Guest privileges. Renewals of Unaccompanied Guest privileges may be granted at the discretion of the Club Operator.

5. Upon approval of Unaccompanied Guest privileges, the Club will issue a temporary guest card to the Unaccompanied Guest. Unaccompanied Guests must have the guest card with them at all times when using the Club Facilities. Guest cards must be presented at the point of sale for all transactions, excluding food and beverage, in which case presentation of guest cards is required prior to placing any order.

6. Unaccompanied Guests will be allowed to use the Club Facilities (other than the Beach Club) only in accordance with the privileges of the Membership of the sponsoring Member and upon payment of the applicable use fees.

7. Unaccompanied Guests are permitted to use the Club Facilities (excluding the Beach Club) without being accompanied by the Member in accordance with the rules and regulations established by the Club Operator from time to time.

8. The sponsoring Member shall not be required to relinquish his or her membership privileges for the period of time the Unaccompanied Guest is granted guest privileges.

9. Fees and charges for any services shall be charged to the Guest's credit card provided at the time of application for guest privileges or if not so provided, to the sponsoring

Member's Club Account. Cash payments are not permitted. Sponsoring Members shall be responsible for all unpaid fees and charges incurred by their Unaccompanied Guest.

10. Unaccompanied Guest privileges may be limited by the Club Operator, from time to time, in the sole and absolute discretion of the Club Operator.

11. The sponsoring Member shall be responsible for the conduct of an Unaccompanied Guest while on the Club Facilities. If the manner, deportment or appearance of any Unaccompanied Guest is deemed to be unsatisfactory, the sponsoring Member shall, at the request of the Club Operator, cause such Unaccompanied Guest to leave the facilities.

Extended Family

1. The Extended Family of Members are not subject to the six times per membership year limitation and the limit of 24 Unaccompanied Guest rounds for each member per membership year. Extended Family consists of adult children not included within the definition of immediate family and their spouses, parents of the Member and Member's spouse, and the Member's grandchildren.

2. Extended Family of a Member may use the Beach Club, clubhouse, golf practice facilities, tennis and fitness facilities unaccompanied by the Member upon payment of such fees as established by the Club Operator from time to time. Currently, Extended Family of Members (other than Lifestyle Members and Signature Golf Members) are charged a per person per day fee, in addition to applicable use fees.

3. The Club may modify or terminate Extended Family privileges and establish such rules and policies with respect thereto as it may determine from time to time.

GOLF RULES

General Golf Rules

1. The Rules of Golf of the United States Golf Association ("U.S.G.A.") together with the Rules of Etiquette as adopted by the U.S.G.A. shall be the rules of the Club, except when in conflict with local rules.

2. The Club Operator will notify Members of future tournaments, corporate and other group outings, fund raising events and other times when use of any golf course will be restricted.

3. All players, especially children and beginning golfers, are expected to learn and observe the fundamentals of golf etiquette.

4. "Cutting in" is not permitted at any time. All play shall start at the first (1st) tee unless otherwise directed by golf shop personnel. Under no circumstances are players permitted to start play from a private residence. Practice is not allowed on the golf course. The practice facilities must be used for all practice.

5. Slow play is not tolerated. In the interest of all, players should play without delay. No player should play until the players in front are safely out of range.

6. Foursomes should complete an eighteen-hole round in four hours and twenty minutes. If a foursome or other group of players is unable to maintain adequate speed of play and fails to keep their place on the course, they must allow the following group to play through. Golf shop personnel have the authority to stop a slow playing group to allow the following group(s) to play through or to require the slow playing group to pick up their balls and move forward to catch up with the group ahead.

7. Continued slow play by players will be noted and the golf staff will attempt to improve such player's skills to enable them to complete play within four hours and twenty minutes. If such efforts do not result in the required completion time, the Club Operator may limit the play of such players to times other than prime playing times.

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

9. While playing on the course, each player must use a separate set of golf clubs.

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

11. All tournament play must be approved in advance by the Club's golf professionals.

12. There shall be only one (1) position per membership, per tournament.

13. Appropriate golf attire is required for all players on the golf course and golf practice facilities. Members are expected to ensure that family members and Guests adhere to such rules. Members should remind their Guests of the dress policy prior to arrival at the Club to avoid embarrassment for the Member and their Guests.

	<u>Acceptable</u>	<u>Unacceptable</u>
Gentlemen:	Shirts with collars and sleeves, mock neck shirts with sleeves, slacks and golf shorts up to four inches above the knee are considered appropriate attire.	Tank tops, tee shirts, fishnet tops, cut-offs, jams, sweat pants, jeans, bathing suits, gym shorts, or other athletic shorts more than four inches above the knee are not permitted.
Ladies:	Dresses, skirts, slacks and golf shorts up to four inches above the knee and golf shirts are considered appropriate attire.	Halter tops, tank tops, tee shirts, fishnet tops, cut-offs, bathing suits, sweat pants, jeans or short shorts are not permitted.

Shoes:	The use of soft spikes or other spikeless golf shoes are required on the golf facilities.	Use of shoes other than soft spikes or spikeless golf shoes must be approved by the golf shop.
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This dress code is mandatory for all players. Improperly dressed golfers will be asked to change before playing. If you are in doubt concerning your attire, please check with the golf shop before starting play. **WARNING:** Soft spikes and other spikeless shoes are made from material which can cause slipping and falling under certain circumstances. To reduce the risk of injury, exercise caution when walking on wood, steep slopes, dead grass and on hard surfaces such as rocks, concrete, tile, marble, ice and hardwood floors. Worn cleats should be replaced promptly.

14. The golf courses may not be used for any purpose except golf. Any non-golf activities such as picnicking, biking, kite flying, soccer, football, recreational walking, jogging, walking of pets, skateboarding, roller skating and similar activities are not permitted on the cart paths or golf course. Fishing in lakes on the golf course is not permitted unless prior approval is obtained from the General Manager and is in compliance with all rules established by the Club Operator.

15. Unaccompanied play by children under the age of fifteen (15) is subject to approval by the Club Operator. Children aged twelve (12) to fifteen (15) may be allowed use of the golf facilities without being accompanied by an adult after successfully completing a Junior Development Course administered by the Club's golf professionals. Golfers under twenty-four (24) years of age may be required to complete the Junior Development Course if they, in the view of the Club's golf professionals, do not possess the adequate knowledge of golf and its rules of etiquette.

16. For the protection of Members and Guests, the Club has installed the Thor Guard Lightning Prediction System. As dangerous weather conditions approach, a continuous 15 second siren will sound, warning players to seek shelter immediately. Evacuation of the course and practice facility is mandatory during this time. Shelters are located on holes 5 and 13 at Shark's Tooth and holes 5 and 12 at Camp Creek. When threatening conditions have passed an all clear signal of three short four second siren blasts will signal that play can continue. All Members and guests, however, are responsible for their own safety and protection from lightning, and therefore, shall cease play and seek protective shelter if they detect lightning even if they do not hear siren blasts as it is possible that the Lightning Prediction System may malfunction from time to time.

17. Management may close the golf course to play at any time, in its sole and absolute discretion.

18. No beverage coolers are permitted on the golf course unless supplied by the Club or if the player has a medical condition that warrants use of a cooler.

19. "Discontinued Play" policy for inclement weather is as follows: a credit may be given by the Golf Professional on duty depending on the number of holes completed. It is the sole responsibility of the player to apply for a credit from the golf shop on the day play is discontinued.

20. Foursomes control the speed of play. Twosomes and threesomes should not expect to play through foursomes and should not exert any pressure on the groups ahead. Foursomes shall have the right of way.

21. Twosomes and singles will be grouped with other players, if available, at the discretion of the golf shop. Singles shall have no priority on the golf course and shall be permitted to play only at the discretion of the golf shop. Fivesomes are not permitted on the golf course without prior approval of golf shop personnel.

22. "Course closed" or "hole closed" signs are to be adhered to without exception.

23. The Club Operator reserves the right to accommodate requests to have outings from time to time. Notices of these outings will be posted indicating the hours during which the outing will take place.

24. The Club Operator reserves the right to make available caddies during certain times.

25. The Club Operator will establish a walking policy from time to time. All walking players must use a pull cart, carry their own bag or use the Club approved caddie, if applicable.

26. Unaccompanied Guest may be required to use a forecaddie when playing the golf course, at the discretion of the golf professional on duty. The Club will bill the guest's credit card or the Member's account or credit card for the appropriate forecaddie charge.

Hours of Play

The hours of play and golf shop hours will be posted in the golf shop for each golf course. The golf course superintendent is authorized to determine when the golf course is suitable for play. The decision of the golf course superintendent shall be final. In the absence of the golf course superintendent, the golf professional on duty shall make this decision.

Golf Starting Times

1. It is recommended that all players have a starting time reserved through the golf shop. The staff will assign the starting time depending on availability.

2. Starting times may be made by phone during normal golf shop hours as may be posted from time to time.

3. Starting time changes must be approved by the golf shop. Please notify the golf shop of any cancellations as soon as possible.

4. Players who fail to cancel their starting time twenty-four (24) hours prior to their scheduled starting time may be charged a no-show fee established by the Club Operator.

Registration

1. Failure to check in and register ten (10) minutes prior to a reserved starting time may cause cancellation, set back or a no-show fee to be charged to the Member's Club Account.
2. Players late for their starting time lose their right to the starting time and shall begin play only at the discretion of the starter.

Practice Facility

1. The practice facility is open during normal operating hours as posted in the golf shop. At times to be posted in the golf shop, the practice facility will be closed for general maintenance.
2. Practice balls are for use at the practice facility only and may not be removed from the practice facility. Practice balls may not be used on the golf course.
3. Practice balls must be hit from the designated areas. No hitting is permitted from the rough or sides of the practice facility.
4. Golf carts are not permitted on any tee area. Golf carts must be parked in designated areas with all four tires on the paved parking area.
5. Proper golf attire is required on the practice facility.
6. No unauthorized lessons shall be permitted.

Golf Cart Rules

1. Golf carts shall not be used by a Member, family member or Guest on the Club Facilities without proper assignment and registration in the golf shop.
2. The use of golf carts is mandatory when posted.
3. Golf carts may only be used on the golf course when the golf course is open for play.
4. The Club Operator may require that carts remain on cart paths to facilitate the grow-in of the golf course and based on course and weather conditions. Players will be informed of this policy prior to beginning play.
5. Each operator of a golf cart must be at least sixteen (16) years of age and have a valid automobile operator's license or learner's permit. Operators with a learner's permit must be accompanied by an adult.
6. A maximum of two (2) persons and two (2) sets of golf clubs are permitted per golf cart, unless otherwise waived by the golf shop.

7. Golf cart operators must obey all golf cart traffic signs.
8. Golf carts must remain on any golf cart paths located on the course around the tee boxes and greens. Exceptions to the Club's "cart on path only" policies for handicap golfers must be obtained from the golf shop staff.
9. Always use golf cart paths where provided, especially near tees and greens.
10. Never drive a golf cart through a hazard.
11. Be careful to avoid soft areas on fairways, especially after rains. Use the rough wherever possible. Always proceed down the edge of the fairways, except when going to the ball. Enter fairways at a ninety (90) degree angle when proceeding to ball.
12. Operation of a golf cart is at the risk of the operator. Persons who are or appear to be legally intoxicated may not operate a golf cart. Cost of repair to a golf cart which is damaged by a Member, family member of a Member or their Guests will be charged to the Member. Members using a golf cart will be held fully responsible for any and all damages, including personal injury and property damage, that are caused by the operation of the golf cart by the Member, family members and their Guests, and the Members shall reimburse the Club Owner, the Club Facilities Owner and/or the Club Operator for any and all damages they may sustain by reason of operation of the golf cart.
13. The Member using a golf cart accepts and assumes all responsibility for liability connected with operation of the golf cart. The Member also expressly indemnifies and agrees to hold harmless the Club Owner, the Club Facilities Owner, the Club Operator, their affiliates and their directors, officers, shareholders, partners, members, managers, employees, personnel, representatives and agents, from any and all damages, whether direct or consequential, arising from or related to the use and operation of the golf cart by the Member, family members and their Guests.
14. Violations of the golf cart rules may result in loss of golf cart privileges and/or playing privileges.

Handicaps

1. Handicaps are computed under the supervision of the golf professional in accordance with the current U.S.G.A. Handicap System.
2. All Members and their Guests may be required to provide a U.S.G.A. approved handicap for specific Club tournaments. All handicaps submitted may be reviewed by the golf shop.
3. Members are responsible for turning in all their scores on a daily basis. Any Member failing to turn in a score shall result in score being posted that is equal to their lowest score on record. The pro shop shall assist any Members needing help with the posting.

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

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

Golf Course Etiquette

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

1. Do not waste time. Anticipate the club or clubs you may need and go directly to your ball. Always be near your ball to play promptly when it is your turn. If a player is delayed in making a shot, it would be courteous for such player to indicate to another player to play which should not be deemed playing out of turn.

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

3. Be sociable, but reserve your extended conversations for the clubhouse after the round.

4. Players should ensure that greens are not damaged by putting down bags or the flagsticks and that the hole is not damaged by standing close to it or by removing the flagstick or the ball from the hole. The flagstick should be properly replaced in the hole before the players leave the green. No one should move, talk or stand close to or directly behind the ball or the hole when a player is addressing the ball or making a stroke.

5. No one should move, talk or stand close to or directly behind the ball or the hole when a player is addressing the ball or making a stroke.

6. When approaching a green, park your golf cart on the cart path on the best direct line to the next tee, in order to save significant time. This can save about twenty (20) minutes per round. Never leave the golf cart in front of the green where you will have to go back to get it, while the following players wait for you to move on.

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

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

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

10. Repair your ball marks on the greens. If you see unrepaired ball marks repair them also. Remind your playing partners to observe this courtesy.

11. Enter and leave bunkers at the nearest level point to the green. Carefully rake bunkers after use and place the rake outside the bunker.

12. Any divots made in the fairways should be filled with sand contained in the sand buckets on the golf carts.

GENERAL TENNIS RULES

1. The Rules of Tennis of the USTA shall apply at all times, except when in conflict with the local rules or with any of the rules herein.

2. Court reservations may be made by phoning or visiting the golf shop. No standing reservations will be accepted. Reservations will be posted daily at the tennis facility.

3. All Members must have their membership cards with them when playing tennis to be available for presentation if requested by the Club staff member.

4. Players who fail to cancel their reservation four hours prior to their scheduled court time or do not register ten (10) minutes prior to their court time may be charged a fee to be determined by the Club Operator.

5. At the end of their playing period, players must promptly relinquish their court to the next players. Once a Member is off the court, the Member may sign up for the next available court time.

6. Singles may each play on a court for 75 minutes and doubles may play on a court for an hour and a half, except for certain times designated by the golf shop.

7. Proper tennis attire is required as previously described.

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

9. Proper tennis etiquette should be observed at all times. Excessive noise, racquet throwing or profanity will not be permitted at any time. Trash and other litter must be deposited in the proper receptacles.

10. Proper tennis attire as determined by the golf shop is required at all times. Colors are permitted. Examples of attire not permitted are: T-shirts with graphic designs, undershirts, fishnet shirts, cut-offs, Bermuda shorts, jams, blue jeans, bathing suits, gym shorts, slacks and walking shorts. Regulation tennis shoes are required.

11. Use of the tennis courts shall be subject to the control of the golf shop at all times. The golf shop shall determine the suitability of the courts for play. Courts will be closed when

necessary for maintenance operations, when dictated by safety considerations, and/or when under adverse or anticipated adverse weather conditions. The golf shop may reserve the courts for special events.

BEACH CLUB LOCKER ROOMS

1. Subject to availability, lockers are provided to Members free of charge.
2. The Club Operator is not responsible for any articles placed in the lockers or left in the locker rooms.
3. All clothing must be kept in lockers. Clothing left out will be collected and put in a storage room and if not reclaimed within thirty (30) days will be disposed of by management of the Club.
4. Anyone responsible for undue carelessness in keeping the locker rooms clean and orderly will be subject to disciplinary action or fine by the Club Operator.

GENERAL POOL RULES

1. Use of the pool is at the swimmer's own risk. No lifeguards will be on duty at the pool. Any injuries or accidents should be reported to the attendant immediately.
2. Swimming is not permitted at night. Swimming is permitted only during hours noted on the pool rules posted at the pool. In addition, the pool may be temporarily closed for maintenance or other purposes in the sole and absolute discretion of the Club Manager.
3. Everyone wishing to use the pool facilities must first register before entering the pool. Members must register their guests and are responsible for the payment of any appropriate charges as the Club may determine from time to time.
4. Children 12 years and younger must be accompanied and supervised by an adult at all times.
5. Children who cannot swim must be accompanied by a parent or guardian at all times while in the pool area.
6. Children must be toilet trained to use any pool facility. Children wearing diapers are not permitted in any pool; provided, however, Children wearing swim diapers are permitted.
7. Showers are required before entering the pool.
8. Bottles, glass objects, drinking glasses and sharp objects are not permitted in the pool area. Trash should be placed in the proper receptacles located throughout the pool area.
9. Food is allowed only in designated areas of the pool facilities.

10. All swimmers must wear bona fide swimming attire. Cut-offs, dungarees and Bermuda shorts are not considered appropriate swimwear. Proper non-swim attire is required at all time in the clubhouse. Shoes or other foot coverings and caftans or shirts must be worn outside the swimming pool area.
11. Radios, televisions and the like may only be used with headphones.
12. Animals, bicycles, skateboards, play balls of any type and coolers are not permitted in the pool area.
13. Lifesaving and pool cleaning equipment should be used only for the purposes intended.
14. Running, ball playing and hazardous activities are not permitted in the pool area. Pushing, dunking and dangerous games are prohibited.
15. Diving is not permitted.
16. Fishing, spear fishing and snorkeling equipment, other than a mask and snorkel, are not to be used in the pool area except as part of an organized course of instruction.
17. Throwing footballs, Frisbees, tennis balls, or other objects, spitting or spouting water, and tag games are not allowed in the pool area. The pool staff has the authority to expel from the pool areas anyone who does not follow these Pool Rules or whose conduct is otherwise unbecoming of a Member.
18. All persons using pool furniture are required to cover the furniture with a towel when using suntan oils and lotions, as the use of these oils and lotions could stain or damage the furniture.
19. All persons using the pool area are urged to cooperate in keeping the area clean by properly disposing of towels, cans, cigarettes, and all other trash in the proper receptacles.
20. Smoking is permitted only in designated sections of the pool area.
21. Flotation devices are not permitted except water wings. Small toys such as balls, water guns, rings, etc., are not permitted. Tire inner tubes are not permitted at any time.
22. Persons who leave the pool area for over 60 minutes must relinquish lounges and chairs by removing all towels and personal belongings. Saving chairs for persons absent from the pool area is prohibited.

GENERAL BEACH RULES

1. Use of the beach and swimming in the gulf is at each person's own risk. No lifeguards will be on duty at the beach.

2. All persons must comply with all applicable laws and ordinance regarding use of the beach and the waters of the gulf. A copy of the applicable laws and ordinances are available in the Club offices.

3. Persons shall not walk on the dunes along the beach nor disturb the sea oats or other dune vegetation. The dunes create a natural buffer for the beachfront property and minimize erosion and also provide a sanctuary for fragile turtle nests and a variety of shore birds. Damaging dunes or disturbing dune vegetation shall be deemed by the Club Operator to be a very serious violation of Club rules.

4. No glass containers are allowed on the beach.

5. No person shall dress or undress for the purpose of putting on or taking off a bathing garment on the beach.

6. No person shall make, kindle or use a fire, barbecue or portable stove on the beach.

7. Pursuant to the Walton County Code of Ordinances, all dogs shall be prohibited from beaches of Walton County except: (i) dogs assisting those who are sight and hearing impaired or service animals; or (ii) dogs owned by Walton County real property owners or permanent residents who have obtained a permit and who maintain the animal on a leash. The permit will allow leashed dogs on the beach between the hours of 6:00 p.m. and 8:00 a.m. of the following day during daylight savings time and between the hours of 3:00 p.m. and 9:00 a.m. of the following day during non-daylight savings time. Owners of dogs shall be responsible for pick up of their dogs' waste.

8. No person shall erect, place or maintain any tent or other temporary housing or shelter which is closed or capable of being closed more than fifty percent from the ground up, measuring from the ground line up to the roof line.

9. No person shall throw, deposit or leave any litter in or upon the beach, except in trash receptacles, if any.

10. No person shall camp overnight on the beach.

11. No raft, float, body board or other flotation device may be used beyond five hundred (500) feet from the water's edge.

12. No audio device, such as loudspeakers, television, radio, compact disc, tape or record player, or musical instrument may be used on the beach in any manner that can be heard by a person using normal hearing facilities at a distance of one hundred feet (100) feet or more from the source of the sound.

13. No beach sand may be removed from the beach.