VINEYARDS COUNTRY CLUB

MEMBERSHIP PROGRAM

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GENERAL DESCRIPTION OF MEMBERSHIP PLAN

PURPOSE OF THE CLUB

This Membership Plan offers you an opportunity to acquire a non-refundable, non-equity membership in Vineyards Country Club (the "Club"). The Club is a private non-equity club which operates golf, racquet, swimming, wellness and dining facilities within the Vineyards residential community (the "Community") which is situated in Collier County, Florida.

MEMBERSHIP PRIVILEGES

The Club will offer four categories of non-equity membership: Full Golf Membership, Sports Membership, Lifestyle Membership and Social Membership. Each category of non-equity membership provides certain rights and privileges to use the Club Facilities which are more fully described in the Membership Plan. Non-equity memberships do not convey any voting rights or ownership interests.

SPECIAL MEMBERSHIP BENEFITS

In addition to exceptional Club Facilities, membership in the Club offers a number of attractive benefits. A brief description of some of these benefits follows and they are described in greater detail in this Membership Plan:

- **Immediate Family Privileges.** A member, his or her spouse and their unmarried children, under the age of 25 who are living at home, are in college or serve in the military, are entitled to membership privileges without having to pay additional membership dues.

- **No Assessments.** Members are not subject to either operating or capital assessments.

- **Club Newsletter.** Members will receive a periodic newsletter containing information about events and activities at the Club and other items of interest.

- **Website.** The Club's website located at **Error! Hyperlink reference not valid.**www.vineyardscountryclubnaples.com provides members with access to important up to date Club information.

CAREFULLY REVIEW ALL MEMBERSHIP DOCUMENTS

This Membership Plan is a summary of the membership opportunities offered by the Club. Every person who desires to purchase a residential unit or lot in the Community or obtain a membership in the Club should carefully read this Membership Plan and all of the related documents and should seek professional advice to evaluate these documents.

Rely only on the Information in this Membership Plan and Referenced Documents

No person has been authorized to give any information or make any representation not contained in this Membership Plan and referenced documents and, if given or made, such information or representation must not be relied upon as having been authorized by the club. In the event of a conflict between the terms of membership contained in the Membership Plan, Rules and Regulations and Membership Agreement and other printed materials, the Membership Plan, Rules and Regulations and Membership Agreement shall govern.

The Membership Director is Available to Answer Inquiries

Should you have any questions concerning this Membership Plan or the membership opportunities available at Vineyards Country Club, please contact the Membership Director by calling (239) 353-1500.

Memberships are Offered only for Recreational Purposes

Memberships at the Club are being offered exclusively for the purpose of permitting Members the recreational use of the Club facilities. Memberships should not be viewed or acquired as an investment and no Member purchasing a membership should expect to derive any economic profits from membership in the club.

No federal or state authority has passed upon or endorsed the merits of this membership plan.

MEMBERSHIP PLAN

The right to use the Club Facilities will be available to the members of the Club and their guests, subject to the terms and conditions set forth in this Membership Plan, the Rules and Regulations, and the Membership Agreement.

CLUB FACILITIES

THE CLUB FACILITIES INCLUDE GOLF, RACQUET, SWIMMING, WELLNESS AND SOCIAL FACILITIES

The Club Facilities include the following:

- 36 Holes of Championship Golf
    - The South Course which is an 18-hole championship golf course designed by Kipp Schulties
    - The North Course which is an 18-hole championship golf course designed by Kipp Schulties
- Golf practices complex which includes full size driving range, 3 practice putting greens and 2 practice short game chipping areas;
- Wellness Center & Spa featuring a fitness center, full-service spa, and half sized Olympic saltwater lap pool;
- Racquet Center featuring 12 Har-Tru tennis courts which include 6 lighted courts and 8 regulation pickleball courts with gel cushioned surfaces;
- Onsite Restaurants (Main Dining Rooms, Mr. P's Pub, Lobby Bar, Terrace Dining, Acqua Pool Bar, Café V);
- 3 regulation Bocce Ball Courts;
- Resort style swimming pool, wading pool and whirlpool;
- A clubhouse which includes banquet facilities, dining facilities, golf cart barns and other facilities listed herein;
- Men's and women's locker room facilities;
- Golf and Racquet Center pro shops; and
- Maintenance facilities.

OWNERSHIP OF CLUB FACILITIES

Vineyards Country Club, Inc., a Delaware for-profit corporation (the "Owner"), doing business as the Club, will own and operate the Club Facilities. Where this Membership Plan refers to the Club taking action or having certain rights, the Owner or its designees shall take such action and have such rights.

THE CLUB FACILITIES WILL BE MAINTAINED IN GOOD WORKING ORDER AND REPAIR

The Club Facilities will be maintained in good working order and repair.

OFFERING OF MEMBERSHIPS

ELIGIBILITY FOR MEMBERSHIPS

The Club will offer memberships to those purchasers approved by the Club.

MEMBERSHIP IN THE CLUB IS SUBJECT TO A VETTING AND APPROVAL PROCESS.

PURCHASERS OF RESIDENTIAL UNITS OR LOTS

Ownership of a residential unit or lot does not give any vested right or easement, prescriptive or otherwise, to use the Club Facilities, or to acquire a membership in the Club nor grant any ownership or membership interest in the Club or the Club Facilities.

MEMBERSHIP CATEGORIES AND PRIVILEGES

PROTECTION OF MEMBERSHIP PRIVILEGES

In 2006, the Owner recorded in the public records a deed restriction which states as follows:

> No portion of the property referenced in the deed recorded in O.R. Book 1785, Page 1845, Public Records of Collier County, Florida (the "Property") may be used for anything other than its present purpose and no future residential development shall be constructed on any of the Property. This restriction is intended to run with the land for the benefit of the members of Vineyards Country Club, Inc. (See attached Exhibit A.)

CATEGORIES OF MEMBERSHIP

The Club is offering a limited number of non-equity memberships in the following categories from time to time in its sole and absolute discretion: Full Golf Memberships, Sports Memberships, Lifestyle Memberships and Social Memberships. Non-equity memberships do not convey any voting rights or ownership interests.

The Club may offer certain use privileges as described in the "Other and Use Privileges" provision in this Membership Plan.

FULL GOLF MEMBERSHIP

Full Golf Members are entitled to use all of the golf, racquet, swimming, wellness and social facilities of the Club. Full Golf Members shall not pay green fees or court fees for use of the golf and racquet facilities of the Club, but shall pay golf cart fees.

SPORTS MEMBERSHIP

Sports Members are entitled to use all of the racquet, swimming, wellness and social facilities of the Club. Sports Members will have limited access to play golf upon payment of green fees and golf cart fees.

LIFESTYLE MEMBERSHIP

Lifestyle Members are entitled to use all of the racquet, swimming, wellness and social facilities of the Club. Lifestyle Members will have limited access to play golf upon payment of green fees & cart fees Lifestyle Members may not participate in the Men's or Women's Golf Associations.

SOCIAL MEMBERSHIP

Social Members shall be entitled to use all of the swimming, wellness and social facilities of the Club. Social Members shall not be permitted to use the golf or racquet facilities of the Club.

TOTAL NUMBER OF MEMBERSHIPS

The total number of all memberships in the Club is limited to the total number of residential units that have been or will be constructed in the Community. The total number of Full Golf Memberships shall be 750 and the total number of Lifestyle Memberships shall be 250. Although the total number of Full Golf Memberships and Lifestyle Memberships is limited, the total number of Sports Memberships and Social Memberships is limited only by the overall cap on the total number of memberships.

THE CLUB MAY CHANGE RULES REGARDING THE USE OF THE CLUB FACILITIES

To provide the utmost enjoyment for all members, the Club reserves the right, from time to time, to modify or establish rules governing access, sign-up privileges and starting times with respect to the golf course, the racquet courts and the other recreational facilities of the Club. The Club also reserves the right to establish or modify rules, regulations, policies, guidelines, or systems governing access or reservation of the Club Facilities to enhance the recreational and social pleasure of members and their guests.

FAMILY AND GUEST PRIVILEGES

USE OF THE CLUB FACILITIES BY THE FAMILY OF A MEMBER

The membership entitles the member and the immediate family of the member to use the Club Facilities in accordance with the membership category selected by the member. A member's immediate family includes the member's spouse and their unmarried children under the age of 25 who live at home, are in college or serve in the military.

A member's extended family will be permitted to use the Club Facilities in accordance with the member's category of membership upon payment of preferred fees and in accordance with the Club's Rules. The extended family shall include the parents, children who do not fall within the definition of immediate family, grandparents, grandchildren and great-grandchildren of the member and spouse and the spouses of such family members. The Club may modify or terminate this privilege and establish such rules with respect thereto as it may determine from time to time.

PRIVILEGES FOR INDIVIDUAL LIVING WITH MEMBER

An unmarried member living together with another individual in the same household as a family unit on a permanent basis may designate the other individual on a membership year basis to use the Club Facilities as an immediate family member. The member and the designated user shall be individually and jointly responsible for the payment of all charges and fees incurred by the designated user. The Club reserves the right to establish such fees and other rules and require the member and designated user to submit such information and forms as the Club deems appropriate, including designation of the member's adult child as a designated user.

MEMBERS MAY HAVE GUESTS USE THE CLUB FACILITIES

Members are entitled to have guests use the Club Facilities in accordance with the privileges granted by the member's category of membership and in accordance with the Rules and Regulations of the Club. The member sponsoring the guest will be responsible for the payment of the applicable guest fees established by the Club from time to time.

TRANSFER OF MEMBERSHIPS

RESIGNATION OF MEMBERSHIP

Members may not transfer their memberships except as specifically allowed herein. Should members desire to resign from the Club, they shall give written notice to the Club. Resignation of membership is irrevocable, unless otherwise determined by the Club.

TRANSFER OF MEMBERSHIP UPON SALE OF THE RESIDENTIAL UNITS OR LOTS IN THE COMMUNITY

Current members who are residents of the Vineyards who joined before April 2024 may arrange for the Club to reissue their membership to the buyer of their Vineyards residence pursuant to current and prevailing Club membership policies and procedures. Nonetheless, the buyer must be approved for membership and pay to the Club the one-time, non-refundable initiation fee at the prevailing rate to be retained by the Club. No amount will be refunded to the resigning member/home seller.

TRANSFER OF MEMBERSHIP UPON DEATH OF MEMBER

Upon the death of a member, the membership will be transferred to the member's surviving spouse without the payment of any additional non-refundable initiation fee. If there is no surviving spouse or the surviving spouse does not desire to continue the membership, the membership will be deemed to have been resigned, and will be reissued by the Club on the same basis as any other resigned membership.

As an exception to the general rule, a member has a one-time only right to pass the membership on to an approved and registered designated user, as discussed in the Privileges for Individual Living with Member provision above, or adult child or grandchild upon the member's death, subject to continued payment of the applicable dues for the member's category of membership, payment of the applicable transfer fee set by the Club in its sole and absolute discretion and approval of the designated user or adult child or grandchild for membership by the Club. The member must register the person to whom the membership will be passed by delivering to the Club before the member's death written notarized notice setting forth the name of the designated user or adult child or grandchild and upon payment of the applicable registration fee. If no adult child or grandchild exists at the time or death, then the membership is deemed resigned.

LEGAL SEPARATION OR DIVORCE

In the event of the divorce or separation of spouses having membership privileges, the membership will vest in the spouse awarded the membership by an agreement of separation or a decree of divorce. Until the award of the membership and written notice thereof is provided to the Club, both spouses will be jointly and severally liable for all dues and charges and both may continue to enjoy membership privileges so long as such amounts are timely paid. The Club reserves the right in its sole and absolute discretion not to transfer the membership to either spouse if the Club is unable to determine the person who is lawfully entitled to receive the membership. In the case of divorce, if the Club has been unable to determine which spouse is legally entitled to the membership within six months after notice of separation or filing of divorce proceeding, the membership shall automatically be deemed resigned.

OTHER USE PRIVILEGES

RECIPROCAL PRIVILEGES

The Club may enter into reciprocal use privileges and access agreements with other clubs, as the Club determines appropriate from time to time.

PROMOTIONAL USE

The Club will have the right to designate other persons who will not count toward membership limits, including, without limitation, officers, directors, partners, shareholders, employees and designees of the Owner and its affiliates and their guests to use the Club Facilities upon such terms and conditions as may be determined from time to time by the Club. The Club issued a limited number of Annual Memberships in the past and will not issue any new Annual Memberships. In addition, the Club has issued a limited number of Complimentary and Clergy Memberships on such terms and conditions it sets in its sole and absolute discretion. The Club reserves the right to restrict or to otherwise reserve in advance the Club Facilities for maintenance, tournament or group play, outings and other special events from time to time.

MEMBERSHIP PROCEDURE

INVITATION FOR MEMBERSHIP

Membership is by invitation only. The determination of whether an individual will be invited for membership shall be made by the Club at any time in its sole and absolute discretion.

MEMBERSHIP PROCESS

Prospective members must submit a Membership Candidate Information Statement. The Club will then decide whether to issue an invitation to membership. An individual who has been invited for membership must mail or deliver to the Membership Director at the Club a fully completed and signed Membership Agreement and a check for the amount required for the non-refundable initiation fee due as set forth in the Membership Agreement.

THE RIGHTS OF MEMBERS TO USE THE CLUB FACILITIES ARE GOVERNED ONLY BY THIS MEMBERSHIP PLAN AND REFERENCED DOCUMENTS

If approved for membership in the Club, the applicant agrees to be bound by the terms and conditions of this Membership Plan and referenced documents and irrevocably agrees to fully substitute the membership privileges acquired pursuant to this Membership Plan and referenced documents for any prior rights in or to use the Club Facilities.

INITIATION FEE

INITIATION FEE REQUIRED TO ACQUIRE MEMBERSHIP

Each person who desires to acquire a membership will be required to pay a non-refundable initiation fee as determined by the Club from time to time. Initiation fees are not refundable or transferable, except as specifically provided in this Membership Plan and each member's Membership Agreement.

FORMER MEMBERS OF THE PREVIOUS EQUITY MEMBERSHIP PROGRAM

Former members of the previous equity membership program were able in 2006 to convert their equity membership into a non-equity membership with the same privileges as their previous membership category and were issued a promissory note guaranteeing their refund amount.

Each member's refund was set in 2006 equal to what the member would have received if he or she had resigned his or her membership and that membership had been reissued at that time under the equity Membership Plan and its exhibits. The equity Membership Plan states:

> The amount to be repaid to the resigned equity member who joined prior to February 15, 1996 shall be equal to the greater of: (i) the membership contribution actually paid (excluding any credits received) by the resigned member for the equity membership; or (ii) eighty percent of the amount of the membership contribution then charged for the resigned member's category of equity membership. The amount to be repaid to a resigned equity member who joined the Club after February 15, 1996 shall be equal to the membership contribution actually paid by the resigned member for the equity membership.

The basis value of all future equity refunds is: $90,000 for equity Full Memberships; $9,000 for equity Sports Memberships; $5,000 for equity Tennis Memberships; and $3,000 for equity Social Memberships.

TAX CONSEQUENCES OF ACQUIRING MEMBERSHIP

The Club makes no representations and expresses no opinions regarding the federal, state or local income tax consequences of acquiring a membership or with respect to any initiation fees paid to the Club. All persons acquire their membership subject to all applicable tax laws, as the same may be amended from time to time. Accordingly, members should consult with their own tax advisors with respect to the tax consequences of any non-refundable initiation fees.

DUES AND ASSESSMENTS

NO ASSESSMENTS AGAINST MEMBERS

Members will only pay membership dues, fees and other charges established from time to time. Members will not be subject to any liability for capital or operating assessments for the costs and expenses of ownership or operation of the Club or the Club Facilities. The Owner will pay all operating deficits incurred in the operation of the Club Facilities and will retain all operating revenues resulting from operation of the Club Facilities.

THE MEMBERSHIP YEAR OF THE CLUB IS JANUARY TO DECEMBER

The Club's membership year will constitute the 12-month period commencing January 1 and ending on December 31, unless otherwise established by the Club from time to time.

DUES, FEES AND CHARGES SET PRIOR TO EACH MEMBERSHIP YEAR

Each year the Club will determine the amount of dues and other fees to be paid by each member for the next membership year. Dues shall be due and payable on an annual basis, unless otherwise determined by the Club from time to time. The current dues, fees and charges for use of the Club Facilities are indicated on the Schedule of Dues, Fees and Charges. The amount of dues, fees and other charges is subject to change annually by the Club. Annual increases in dues shall not be deemed an assessment for purposes of this section. The Club operating budget and the calculation of the dues may include a reserve for capital replacements and improvements and this shall not be deemed an assessment for purposes of this section. Payment of dues by members is a continuing obligation of membership which is not suspended due to the closure of any or all of the Club Facilities which result from acts of God, natural disasters, disease, pestilence, weather, fires, government shutdowns, the need to replace turf and landscaping on the Club property due to disease or other unanticipated cause, requirements imposed by governmental authorities after the date hereof and any events beyond the reasonable control of the Club.

PAYMENT OF DUES BY A RESIGNED MEMBER

A resigned member shall be obligated to continue to pay dues, fees and other charges through the end of the year of resignation.

CLUB OPERATIONS

MANAGEMENT AND OPERATION

The Owner will own the Club Facilities and will manage and operate the Club Facilities. As a result, the Owner will be solely responsible for the government and administration of the Club Facilities and the Club and will have the exclusive authority to accept members, set dues and charges, establish rules and regulations and control the management and affairs of the Club Facilities and the Club.

ACKNOWLEDGMENT OF MEMBERSHIP RIGHTS

MEMBERS' ACKNOWLEDGMENT

Membership in the Club permits the member to use the Club Facilities in accordance with this Membership Plan and the Rules and Regulations. Membership in the Club is not an investment in the Owner or the Club Facilities and does not give a member a vested or prescriptive right or easement to use the Club Facilities. Membership in the Club does not provide a member with an equity or ownership interest or any other property interest in the Owner or the Club Facilities. A member only acquires a revocable license to use the Club Facilities in accordance with the terms and conditions of the Membership Plan and Rules and Regulations, as the same may be amended from time to time, and the Membership Agreement.

The Club reserves the right, in its sole discretion, to modify this Membership Plan and Rules and Regulations, to convert the Club into a member-owned club, and to make any other changes in the terms and conditions of membership or in the Club Facilities available for use by members. Notwithstanding anything herein to the contrary, the Club may not change the following provisions retroactively for members of the Club as of the effective date of the proposed change to such provision: (i) a member's right to a refund of his or her membership contribution if a former member of the previous equity membership program in accordance with the "Former Members of the Previous Equity Membership Program" paragraph of this Membership Plan, (ii) the total number of memberships in accordance with the "Membership Privileges" section of this Membership Plan, (iii) the "No Assessments Against Members" paragraph of this Membership Plan, (iv) the provision for a member to arrange for the membership to be transferred by the Club to the subsequent purchaser of his or her residential unit or lot in accordance with the "Transfer of Membership" section of this Membership Plan, and (v) the provision prohibiting the use of the Club Facilities for purposes other than a private country club in accordance with the "Protection of Membership Privileges" section of this Membership Plan and subject to the recorded restriction.

NO PLEDGE OF MEMBERSHIPS

A member may not pledge or hypothecate the membership except to the extent the lien or security interest is incurred as a result of obtaining the membership privileges.

RIGHTS GOVERNED BY MEMBERSHIP PLAN AND REFERENCED DOCUMENTS

The members of the Club agree to be bound by the terms and conditions of this Membership Plan and referenced documents, as amended from time to time, and irrevocably agree to fully substitute the membership privileges acquired pursuant to this Membership Plan and referenced documents for any present or prior rights in or use of the Club Facilities.

GENERAL PROVISIONS

PROTECTION OF MEMBERSHIP PLAN

In the event that the Owner ever sells the Club Facilities, it will disclose the existence of this Membership Plan to the purchaser and will require the purchaser to acquire title to the Club Facilities subject to the terms and conditions of this Membership Plan, as amended from time to time. Furthermore, the Owner will disclose the Membership Plan to any prospective lender, and will request recognition by the prospective lender of the Membership Plan.

EXHIBIT 1 - RULES AND REGULATIONS

PREAMBLE

These Rules and Regulations for Vineyards Country Club (the "Club") are intended to be a guide to the use of the Club Facilities referenced in the Membership Plan. They are not intended to deal with all conceivable issues that may be presented for governance. These Rules and Regulations are established by the Club to protect the Club Facilities and to promote the health, safety, welfare and enjoyment of the members, their families and guests and all other persons using the Club Facilities. The Club is committed to providing all members and their guests with an enjoyable club experience. To uphold these standards, members and guests are expected to act in a manner consistent with good taste. The Club may amend these Rules and Regulations from time to time as it determines appropriate in its sole discretion. Where these Rules and Regulations refer to the Club taking action or having certain rights, Vineyards Country Club, Inc., a Delaware corporation (the "Owner"), doing business as the Club, shall have the right to take such action and shall have such rights.

GENERAL CLUB RULES

1. Members, their families and their guests shall abide by all rules and regulations of the Club as they may be amended from time to time.

2. The Club Facilities shall be open on the days and during the hours as may be established by the Club. Areas of the Club may also be closed for scheduled maintenance and repairs.

3. Performance by entertainers will be permitted on the Club Facilities only with the permission of the Club.

4. Dining room activities for groups will be permitted only with the permission of the Club.

5. Alcoholic beverages will not be served or sold, nor permitted to be consumed, at the Club in any manner prohibited by state or local law. The Club reserves the right, in its sole discretion, to refuse service to a member or guest when that member or guest appears to be intoxicated.

6. All food and beverages consumed on the Club Facilities must be furnished by the Club unless otherwise permitted.

7. Employees are permitted to deliver food or alcoholic beverages to locations away from the immediate area of the clubhouse or other designated areas of the Club only with the permission of the Club.

8. Commercial advertisements shall not be posted or circulated in the Club nor shall solicitations of any kind be made on the Club Facilities or upon the Club's stationery without the prior approval of the Club. Other than as permitted in writing by the Club, no petition shall be originated, solicited, circulated or posted on Club property.

9. Members shall not use the roster or list of members of the Club for solicitation or commercial purposes or distribute the roster to anyone other than a member.

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

11. Members should not request special personal services from employees of the Club who are on duty or the personal use of the Club's furnishings or equipment which are not ordinarily available for use by members.

12. Dogs or other animals (with the exception of Registered Service Animals assisting persons with disabilities) are not permitted on Club grounds at any time, except with the permission of the Club. Where animals are permitted on the grounds, they must be on a leash. Owners are responsible for any and all damage caused by their animal while on Club grounds.

13. All complaints, criticisms or suggestions of any kind relating to any of the operations of the Club or its employees must be in writing, signed and addressed to the Club's General Manager.

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

15. Members may not make any negative comments about Club staff or Club members in a public forum, including but not limited to social media or email communications including mass email communications regardless of how the email list originated.

16. Self-parking is permitted in areas identified as such. No parking will be allowed on grassed areas. "No Parking" signs must be observed. Vehicles parked in violation of "No Parking" signs or in reserved parking spaces may be towed at the owner's expense.

17. Smoking is permitted only in designated areas.

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

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

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

21. 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.

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

23. 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.

SOCIAL MEDIA POLICY

We understand that social media can be a fun and rewarding way to share your life and opinions with family, friends and people around the world. However, use of social media also presents certain risks and carries with it certain responsibilities, in particular when posting about the Club. To assist you in making responsible decisions about your use of social media and to protect the Club, we have established this policy for appropriate personal use of social media by Club members when posting content on social media related to the Club and its members.

The Club's social media policy (the "Policy") applies to all Club members and covers all personal use of social media channels that relates to the Club and its members. For the purpose of the Policy, social media refers to the use of web-based and mobile applications used for social interaction and exchange of member-generated content. including (but not limited to) Facebook, X f/k/a Twitter, LinkedIn, YouTube, Foursquare, Instagram, Pinterest, Google Places, Yelp, blogs, discussion groups, content sharing sites, mailing lists, chat-rooms, wikis, forums and social bookmarking sites. It applies whether you are posting to your own accounts or blogs or commenting on other sites.

1. **Appropriate Use of Social Media.** We encourage our members and employees to become fans and followers of the Club on social media sites and to share organization-generated information on their personal networks. However, the Club's online presence is maintained by its employees, who must approve and distribute all official messages. Members must conduct themselves in a professional manner, respect the views and opinions of others, and demonstrate respect for the Club and its members, clients, guests, vendors, employees and competitors.

The information or news you post on social media must always be honest and accurate and you must make clear that any posts are your own opinions and not those of the Club. If the Club is a subject of the content you are creating, be clear and open about the fact that you are a member. If you do publish a blog or post online related to subjects associated with the Club, it is best to include a disclaimer such as "The postings on this site are my own and do not necessarily reflect the views of the Club."

2. **Prohibited Conduct.** Members may not post any content or behavior on social media sites that may be considered disrespectful, dishonest, offensive, harassing or damaging to the interests, image and reputation of the Club, its employees, its members or others affiliated

with the Club. The use of the Club's social media profile for personal, religious or political purposes is not allowed.

If you make a mistake, correct it quickly and be open about previous posts that you have altered. Never post any information or rumors that you know to be false, in particular, about the Club, its officers and directors, fellow Club members, and people working on behalf of the Club.

Members may not represent themselves as a spokesperson for the Club without the Club's prior written permission.

3. **Do Not Disclose Club Proprietary or "Insider" Information.** As a Club member, you must maintain the confidentiality of the Club's private, confidential or proprietary information and may not disclose any private or confidential information about the Club or its employees, members, clients, or vendors on social media. Do not post internal reports or other internal business-related confidential communications, including attorney-client privileged communications and business financial performance information not yet publicly available. Do not disclose similar information regarding Club members, employees, suppliers or partners. If you are in doubt as to whether any information is private or confidential, contact the Club prior to posting it.

4. **No use of the Club Logo and Trademark**. Do NOT use the Club logo and Club name and trademarks in connection with commercial activities and without written permission from the Club.

5. **Monitoring and Takedown of Social Medial Content.** Please note that the Club monitors social media networks on a regular basis for content appropriateness. If the Club notifies you of content that you posted on social media that is in violation of these rules, you must promptly remove it from all social media channels and you may be subject to disciplinary action in accordance with the Club's Rules and Regulations.

MEMBERSHIP FOBS

1. The Club may issue a membership fob or other form of identification (hereinafter "fob") to the primary member and the other members of his or her family who are eligible for membership privileges. Membership fobs will only be issued upon payment of dues by the member. Membership fobs will not be issued to children under the age of 12 or over the age of 25. Members and their families must have their membership fobs with them at all times while using the Club Facilities.

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

2. Membership fobs will be issued to the members at the Administrative Office.

3. In the event of a lost or stolen membership fob, the Club must be notified immediately. A fob replacement fee as determined by the Club may be charged for lost or stolen membership fobs.

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.

MEMBER DUES AND CHARGES

1. Members' dues will be billed on an annual basis unless otherwise determined by the Club. Daily charges will be billed on a monthly basis and members will receive a written statement of their charges. The monthly statement is due in full on or by the 15th day of the following month in which charges are incurred. All food, beverage, merchandise and services of the Club will be charged to the member's club account, billed monthly and shall be due and payable upon receipt of the monthly statement. By agreeing to pay dues each membership year, members agree to be bound by the Membership Plan and all of the related documents, as amended and restated from time to time by the Club in its sole and absolute discretion, and to pay all incurred dues, fees and charges, including credit card services charges.

2. ACH Debit Authorization Billing: Members may elect to have their dues, fees and charges paid directly by ACH Debit Authorization. If the member selects the ACH option, the member shall provide the Club with the ACH information with a valid bank account number and routing number. Members will receive a written statement of their charges on a monthly basis.

3. All members who elect to authorize ACH Debit billing (as discussed above) or to have dues, fees and charges billed to their club account shall nonetheless provide the Club with one credit or debit card to which the member authorizes the Club to charge dues, fees and charges in the event that the member does not pay outstanding amounts due on his or her club account, when due, and the member shall substitute such credit or debit card with another credit card when it expires.

4. When a membership is issued in the name of more than one person, each person shall be jointly and severally liable for all dues, fees and other charges and liabilities associated with the membership.

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

GRATUITIES

1. 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 the gratuity percentage by signing the ticket invoice and changing the amount of the gratuity as the member deems appropriate.

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

CONTACT INFORMATION

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

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

3. The Club will not provide members' contact information to vendors or marketing firms.

MEMBERSHIP CORRESPONDENCE

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

CLUB SERVICES AND ACTIVITIES

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

2. The Club desires to encourage the use of the Club Facilities by members for private functions on any day or evening, provided it does not interfere with the normal operation of the Club, or with the services regularly available to members. Members are requested to make reservations with the appropriate Club personnel for available dates and arrangements.

3. Private functions are permitted at the Club only with prior permission of the Club. The individual sponsoring the function shall assume full responsibility for the conduct of guests and the removal of any decor. The sponsor of the function shall be responsible for any damage to the Club Facilities and for the payment of any charges not paid by individuals attending the private function.

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

UPGRADES AND DOWNGRADES OF MEMBERSHIP

1. Members will have the right to upgrade to a higher category of membership upon approval of the Club. The right to upgrade is subject to the availability of such higher category of membership and the payment of the difference between the current non-refundable initiation fee required for the category of membership owned by the upgrading member and the non-refundable initiation fee then being charged for the higher category of membership.

2. Downgrades of membership will not be permitted except in cases of hardship as verified in writing and approved by the Club's General Manager.

RESIGNATION OF MEMBERSHIP

1. A member may resign membership in the Club by delivering written notice of resignation to the Club's Membership Office. A membership shall be deemed to have been resigned as of 30 days after 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.

3. The Club reserves the right, in its sole discretion, to recall any membership at any time for any or no reason whatsoever. In the event of recall of a membership, the affected member(s) will be entitled to a refund of the non-refundable membership fee or promissory note they previously paid or deemed paid within 30 days.

ANTI-HARASSMENT POLICY

The Club is committed to providing a friendly, supportive and productive environment for its members, guests and employees. Harassment of any kind by members, guests, employees (or anyone else doing business with the Club) will not be tolerated. This includes sexual harassment as well as any harassment based upon an individual's race, religion, age, sex, color, citizenship status, marital status, sexual orientation, national origin, handicap or disability. The Club has delegated responsibility to the Club Manager to deal with any and all allegations of sexual misconduct and/or other types of harassment. The Club Manager's duties and responsibilities are specific and detailed later in this policy statement.

The process described below deals with sexual harassment. Nevertheless, the procedures set forth in this policy apply equally to harassment based upon race, religion, age, sex, color, citizenship status, marital status, sexual orientation, national origin, handicap or disability.

Explanation of Sexual Harassment

The Equal Employment Opportunity Commission (EEOC) defines sexual harassment as:

1. unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature where, either explicitly or implicitly, submission to such conduct is considered a term or condition of an individual's continued employment; or

2. making submission to or rejection of such conduct the basis for employment/membership decisions affecting the employee or Member; or

3. where such conduct has the effect of unreasonably interfering with an individual's work performance, or creates an intimidating, hostile or offensive work or social environment.

Subsections (1) and (2) of the above EEOC definition cover what is known as "quid pro quo" sexual harassment - sexual favors or conduct requested in return for job benefits or job retention. Subsection (3) of the EEOC's definition covers what is known as hostile environment harassment - when the conduct unreasonably interferes with an individual's ability to perform his or her job, or creates an intimidating, hostile or offensive work or social environment.

Sexual harassment does not refer to occasional compliments of a socially acceptable nature. It refers to behavior that is not welcome, that is personally offensive, that debilitates morale, and that, therefore, interferes with work effectiveness and/or Member enjoyment.

Some examples of such conduct include, but are not limited to, the following:

- unwelcome or offensive sexual advances
- sexual jokes
- pressure for sexual favors
- inappropriate touching
- leering
- intrusive personal questions and/or questions of a sexual nature
- visual displays of degrading images or stereotypes
- analogies using sexual or sex-related terms
- using derogatory terms when referring to females, such as "babe," or "dumb females"
- screaming, shouting or using insulting language of a sexual nature

Individuals will have different tolerance levels and personal definitions of "inappropriate behavior." Therefore, employees have an obligation not only to monitor their own behavior, but also to advise others when they feel or interpret another's behavior toward them as inappropriate, offensive and/or in a manner that creates a hostile or intimidating environment.

Reporting a Complaint

The Club encourages reporting of all incidents of sexual harassment, regardless of who the offender may be. The Club encourages individuals who believe they are being harassed to notify the offender in a prompt and firm manner that his or her behavior is unwelcome, yet the Club also recognizes that disparities in position between an alleged offender and a victim may make such a conversation difficult or impossible. In the event that such informal, direct

communication between individuals is either ineffective, difficult or impossible, the following steps should be followed.

- Notification of Appropriate Persons

Individuals who believe they have been subjected to sexual harassment can report the incident to the Club Manager. All complaints of alleged harassment will be documented and will be handled with discretion. The Club will maintain a complete written record of each complaint and how it was investigated and resolved. If the Club Manager is the offending party, then the incident can be reported to the designated anti-harassment member of the Club Owner's executive team ("Club Owner Designee").

- Timeframe for Reporting Complaint

The Club encourages prompt reporting of sexual harassment complaints so that appropriate investigation and action may be taken.

- Protection Against Retaliation

The Club will not in any way retaliate against an individual who makes a report of sexual harassment nor permit any employee or member of the Club to do so. Retaliation is a serious violation of this policy and should be reported immediately. Any person found to have retaliated against another individual for reporting sexual harassment will be subject to the same disciplinary action provided for those determined to have violated the Club's policy (see "Investigating and Resolving the Complaint" below).

Investigating and Resolving the Complaint

- Investigation/Confidentiality

Any allegation of sexual harassment brought to the attention of the Club Manager will be promptly investigated. Once approached, the Club Manager's responsibility is to then inform the Club Owner Designee. It is intended that the only other member(s) of the Club Owner's executive team that would be advised, if necessary, would be any person who would need to get involved in any required investigatory process. Every effort shall be made to keep all matters related to the investigation and various reports and recommendations confidential.

- Resolution of Complaint/Disciplinary Actions

The Club specifically prohibits harassment by any member, guest, Club Manager or Club Owner employee or group of employees. Anyone violating this policy will be subject to appropriate disciplinary action, which may include any one or combination of the following:

- verbal/written warning
- additional sexual harassment training or mandatory professional counseling for Club employees
- probation or suspension (with or without pay) for Club employees
- probation or suspension of Club privileges for Members or guests

- termination of employment
- termination of membership

After investigation by the Club Owner Designee, the Club Owner Designee shall recommend appropriate disciplinary action, and provide notice of such recommendation to the complainant and the accused.

Individuals found to have filed false and malicious complaints of harassment will be subject to disciplinary action. This does not apply to complaints that, even if erroneous, are made in good faith.

DISCIPLINE

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

2. Any member accused of improper conduct shall be notified of the Club's proposed disciplinary action and shall be given an opportunity to be heard by the Club to show cause why he or she should not be disciplined. If such member desires to be heard, the Club shall set a time and date (not less than ten days thereafter) for a hearing. While such complaint is being considered by the Club, the member shall enjoy the privileges of the Club. Notwithstanding the foregoing, the Club may, without notice and without a hearing, immediately suspend some or all privileges associated with a membership and/or, after notice, terminate a member for failure to pay in a proper and timely manner dues, fees or any other amounts owed to the Club. Notwithstanding the hearing requirement, the Club may immediately suspend the rights and privileges of an individual when, in its sole and absolute discretion, the Club determines that such person’s conduct, if repeated, would constitute: (a) an immediate and unreasonable infringement of, or threat to, the safety or quiet enjoyment of the Club Facilities by other members and guests or to Club personnel; (b) a traffic or fire hazard; or (c) a threat of material damage to, or destruction of Club Facilities or property or properties contiguous to Club property. Under such circumstances, upon request of the offending member, (which request must be received by the Club, in writing, within five (5) days following the Club’s disciplinary action), the Club will conduct a hearing as soon thereafter as reasonably possible. The severity of the discipline is in the Club’s sole and absolute discretion and will be

determined on a case by case basis. There is no requirement that a member receive a warning or that the offense be continued or repetitive prior to disciplinary action being taken. However, a membership will not be terminated for payment delinquency until the account balance has been outstanding for a period of 90 days.

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

4. The membership of any member who has been expelled hereunder (excluding expelled members who paid a non-refundable initiation fee) shall be placed on the waiting list and the member's promissory note, if any, shall be returned to the member as set forth in the promissory note. All membership privileges shall cease upon expulsion from the Club. The amount refunded, if any, to the person will be reduced by the amount of any unpaid dues, fees and charges. No member is entitled, on account of termination or expulsion, to any refund of any non-refundable initiation fee, dues or any other fees.

LOSS OR DESTRUCTION OF PROPERTY OR INSTANCES OF PERSONAL INJURY

1. Each member as a condition of membership and each guest as a condition of invitation to the Club Facilities assumes sole responsibility for his or her property. The Club shall not be responsible for any loss or damage to any personal property used or stored on the Club Facilities, whether in lockers or elsewhere. Any such personal property which may have been left in or on the facilities for six months or more without payment of storage thereon may be sold by the Club, with or without notice, at a public or private sale, or may be otherwise disposed of, and the proceeds, if any, may be retained by the Club.

2. No person shall remove from the room in which it is placed or from the Club's premises any property or furniture belonging to the Club without proper written authorization.

3. Every member of the Club shall be liable for any property damage caused by the member, any guest or any family member. The cost of such damage shall be charged to the responsible member's club account.

4. Any member, family member, guest or other person who, in any manner, makes use of or accepts the use of any apparatus, appliance, facility, privilege or service whatsoever owned, leased or operated by the Club, including without limitation, the use of golf carts, or who engages in any contest, game, function, exercise, competition or other activity operated, organized, arranged or sponsored by the Club, either on or off the Club's premises, shall do so at his or her own risk. The member and his or her family members and guests shall hold the "Owner", any manager of the Club Facilities, their affiliates, their successors and assigns and their respective shareholders, partners, directors, officers, members, employees, representatives,

and agents (collectively, the "Indemnified Parties") harmless from any and all loss, cost, claim, injury, damage or liability sustained or incurred by him or her, resulting from the use of the Club Facilities, including without limitation, the wearing of golf shoes with soft spikes or spikeless shoes, or otherwise, arising out of or incident to membership in the Club and/or from any act or omission of any of the Indemnified Parties. Any member shall have, owe and perform the same obligation to the Indemnified Parties hereunder in respect to any such loss, cost, claim, injury, damage or liability sustained or incurred by any guest or family member.

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

RESOLUTION OF DISPUTES

1. Waiver of Trial by Jury: The parties bound by these Rules and Regulations hereby waive any right to trial by jury in any proceeding arising out of or relating to the Membership Plan, these Rules and Regulations, or any of the membership documents referred to therein or in any way relating to a member's membership or the Owner, whether existing or hereafter arising, and whether sounding in contract, tort, or otherwise.

2. Forum Selection/Disputes to be Resolved in Court: The parties bound by these Rules and Regulations hereby agree that any proceeding arising out of or relating to the Membership Plan, these Rules and Regulations, or any of the membership documents referred to therein or in any way relating to a member's membership or the Owner, whether existing or hereafter arising, and whether sounding in contract, tort, or otherwise, shall be brought and litigated in a court of competent jurisdiction in Collier County, Florida.

RESERVATIONS AND CANCELLATIONS

1. 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.

2. Reservations are required for most activities of the Club and shall be accepted on a first-come, first-served basis by pre-registering with the appropriate personnel of the Club.

3. For all functions of the Club held in the dining rooms of the Club, tables will be assigned on a first-call, first-choice basis. Reservations for special tables will not be accepted.

4. Reservations for dining will be held for only 15 minutes after the reserved time.

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

CHILDREN

1. Unless permitted by the Club, children under 12 years of age are not allowed at the Club Facilities unless accompanied and supervised by an adult.

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

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

ATTIRE

General Attire - It is expected that members will choose to dress in a fashion befitting the surroundings and atmosphere provided in the setting of the Club. It is also expected that members will advise their guests of the dress requirements. The Club may publish dress requirements from time to time. Gentlemen and ladies are requested to dress in a fashion compatible with the appropriate occasion. Shirts and shoes must be worn at all times when on Club Facilities, other than in the locker rooms and at the swimming facilities. Bathing suits may only be worn in the pool areas. All other Club Facilities require appropriate cover-ups.

Golf Attire – Proper golf attire is required for all players. Proper attire shall mean the following:

- Men: Shirts with collars and sleeves and slacks or Bermuda shorts of mid-thigh length are considered appropriate attire. Tank tops, tee shirts, mesh shirts, sweat pants, warm-up suits, blue jeans, swim wear, short shorts, cut-offs, gym shorts, cargo shorts, tennis outfits or other athletic shorts are not permitted.

- Women: Dresses, skirts, slacks, mid-length shorts and blouses are considered appropriate attire. Halter tops, tee shirts, cut-offs, sweat pants, warm-up suits, blue jeans, swim wear, tennis dresses, short shorts, cargo shorts or other athletic shorts are not permitted.

- Golf Shoes: Shoes with metal spikes are not allowed at the Club. Shoes with "soft spikes" or spikeless shoes must be worn by all golfers.

This dress code is mandatory for all players. Improperly dressed golfers shall be asked to change before playing. If you are in doubt concerning your attire, please check with the pro shop before starting play.

Racquet Facilities Attire - Proper attire as determined by the pro 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, and

gym shorts. Regulation tennis shoes are required on clay courts. Members are responsible to inform their guests and for their children's attire.

GUEST PRIVILEGES

Guest privileges may be extended under the rules established by the Club from time to time. Guests will be entitled to use the Club Facilities only in accordance with the privileges of the membership of the sponsoring member upon payment of daily fees. Although it is the intention of the Club to accommodate guests without inconvenience to the members, the Club reserves the right to limit the number of guests that are invited by a member on any given day**.** The Club shall establish from time to time the rate of the daily guest fees, charges and the rules and regulations for use of the Club Facilities by guests. Guest privileges may be denied, withdrawn or revoked at any time for reasons considered sufficient by the Club, in its sole and absolute discretion. All guests shall be either houseguests or day guests. A houseguest is defined as a guest temporarily residing in a member's residence. All other guests of a member shall be considered day guests.

DAY GUESTS

1. A particular person may use the Club Facilities as a day guest a maximum of six times per membership year, regardless of the sponsoring member.

2. All day guests must be accompanied by the sponsoring member while using the Club Facilities unless the Club determines otherwise.

3. 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.

4. Guest charges for any services will be charged against the sponsoring member's club account**.** Cash payments are not permitted.

5. Guest privileges may be limited by the Club, from time to time, in the sole and absolute discretion of the Club. Notice of such limitation will be given by the Club.

6. The sponsoring member shall be responsible for all charges incurred by the guest. The sponsoring member is also responsible for the conduct of a guest while at the Club. If the manner, deportment or appearance of any guest is deemed to be unsatisfactory, the sponsoring member shall, at the request of the Club, cause such guest to leave the premises of the Club.

HOUSEGUESTS

1. Houseguests must be registered by the sponsoring member with the Administrative Office, prior to the arrival of the guests. Application forms requesting houseguest privileges may be obtained from the member website. Houseguest privileges will be extended to guests of a member while that guest is residing in a member's residence. To provide membership privileges for a houseguest, the sponsoring member must initiate the

application for houseguest membership at least two business days prior to the arrival date of the houseguest.

2. Guest cards for houseguests will be issued for the length of stay per the Club's policy. At the expiration of the card, renewals of houseguest privileges will be granted at the discretion of the Club.

3. Houseguests are permitted to use the Club Facilities unaccompanied by the member in accordance with the rules and regulations adopted by the Club from time to time.

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

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

6. The houseguest, upon approval of the Club, will be issued temporary charge privileges. The houseguest will have the opportunity to pay his or her charges at the Club at the end of his or her stay. The sponsoring member is responsible for all charges made by his or her houseguests which are unpaid after the customary billing and collection procedure of the Club.

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

8. Houseguests must have their guest card with them at all times while using the Club Facilities.

9. The Club reserves the right to require identification by each houseguest.

10. Houseguest privileges may be limited by the Club, from time to time, in the sole and absolute discretion of the Club. Notice of such limitation will be given by the Club.

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

RIGHTS OF LESSEES

Members who lease their residential units in the Vineyards residential community in accordance with the terms of the community association documents will be entitled to designate their lessees who have a lease term of at least one (1) month as the beneficial users of their memberships in accordance with the General Club Rules. During high season, From November 1 to April 30, this designation may not be made more than twice. The lessee must submit an Application for Membership Privileges, be approved by the Club and pay the required administrative fee prior to use of the Club Facilities. In order for the lessee to be entitled to use

the Club Facilities, the lessor must acquire a membership for the residential unit which is leased. A lessee who is designated as the beneficial user of the membership shall be entitled, upon payment of all required charges and fees, to the same rights and privileges to use the Club Facilities as the lessor member, except that lessees with Full privileges will only have 3 day tee time access. During the period when a lessee is designated as the beneficial user of a membership, the lessor member will continue to pay dues, but shall not be entitled to use the Club Facilities with respect to that membership. Members shall be responsible for all charges incurred by their lessees which remain unpaid after the customary billing and collection procedure of the Club and for the deportment of each lessee.

GENERAL GOLF RULES

1. The Rules of Golf as adopted by the USGA together with the Rules of Etiquette as adopted by the USGA shall be the rules of the Club, except when in conflict with local rules or with any of the rules herein.

2. "Cutting-in" is not permitted at any time. All players must check in with the starter. Under no circumstances are players permitted to start play from residences.

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

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

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

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

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

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

9. Repair all ball marks on the green.

10. Repair all divots.

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

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

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

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

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

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

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

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

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

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

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

HOURS OF PLAY

The hours of play and pro shop hours shall be posted in the pro shop. The pro shop shall determine when the golf course is fit for play.

GOLF STARTING TIMES

1. Members shall have advance sign up privileges as determined by the Club for their membership category from time to time:

- Full Golf Members have a seven-day sign-up privilege to reserve golf starting times and racquet court times.

- Sports Members shall have a two-day sign-up privilege to reserve golf starting times; however, from November 1 to April 30, Sports Members may

only play after 10:00 AM and may not play golf on holidays designated by the Club. Sports Members may also play golf on a space available basis on the day of play. From November 1 to April 30, Sports Members may only use the practice facilities on days they are playing golf. Sports Members shall have a seven-day sign-up privilege to reserve court times and shall not pay court fees.

- Lifestyle Members have a seven-day sign-up privilege to reserve court times and shall not be required to pay court fees for use of the racquet facilities of the Club. Lifestyle Members will have limited access to play golf upon payment of green fees & cart fees. Lifestyle Members shall have a one-day sign-up privilege to reserve golf tee times. However, from November 1 to April 30, Lifestyle Members may only play once a month (no carry over) after 12:00 noon and may not play golf on days designated by the Club. From November 1 to April 30, Lifestyle Members may only use the practice facilities on days they are playing golf. Lifestyle Members may not participate in the Men's or Women's Golf Associations.

2. All players must have a starting time reserved through the pro shop. The staff shall assign the starting time depending on availability.

3. Starting times may be made online, in person or by phone during pro shop hours.

4. Starting time changes must be approved by the pro shop.

5. Tee times must be canceled at least 24 hours prior to the tee time. Cancellations may be made using the Fore Tees App or by directly calling the Golf Shop.

6. A no-show is defined as a golfer or golfers failing to play in a scheduled tee time or arriving with fewer players than booked, without 24-hour prior notice. Members who no-show or cancel late will be charged a "Cancellation Fee".

7. Multiple late cancellations or no-shows may result in suspension of booking privileges.

8. The Club reserves the right to install an automated tee time reservation system for tee time reservations.

REGISTRATION

1. All members and guests must register in the pro shop before beginning play.

2. Failure to check in and register ten minutes prior to a reserved starting time may result in assignment of another starting time or cancellation, at the discretion of the starter.

PRACTICE RANGE

1. The practice range is open during normal operating hours as posted in the pro shop. The practice range may be closed for general maintenance at the Club's discretion.

2. Range balls are for use on the practice range and may not be used on the golf course. You may not use your own golf balls on the driving range.

3. Golf carts are not permitted on any tee area. Parking of golf carts is allowed in designated areas.

4. Balls must be hit from designated areas. No hitting is permitted from the rough or sides of the practice range.

5. Proper golf attire is required at all times on the practice range.

6. Personal ball shaggers are not permitted.

7. Lessons by unauthorized professionals are prohibited.

GENERAL GOLF CART RULES

1. Golf carts shall not be used by a member or guest on the Club Facilities without proper assignment and registration in the pro shop.

2. Golf carts may only be used on the golf course when the course is open for play.

3. Golf carts may only be operated by persons at least 16 years of age having a valid automobile driver's license.

4. Only two persons and two sets of golf clubs are permitted per golf cart.

5. Privately owned golf carts are not permitted on the golf courses at any time.

6. Privately owned golf carts that are registered street legal used on club roadways and parking lots must obey all traffic rules and signs.

7. Privately owned pull carts are not permitted on the golf courses at any time.

8. Obey all golf cart traffic signs.

9. Always use golf cart paths where provided.

10. Be careful to avoid soft areas on fairways, especially after rains. Use roughs whenever possible.

11. Never drive a golf cart through a hazard.

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 the member, a family member or a guest of the member shall be charged to the member. Each member and guest of the Club shall be held fully responsible for any and all damages, including damages to the golf cart, that are caused by the misuse of the golf cart by the member, his or her family members or guests or guests of the Club, and shall reimburse the

Club and/or any operator of the Club for any and all damages the Club may sustain by reason of misuse.

13. Each member accepts and assumes all responsibility for liability connected with operation of the golf cart. The member also expressly indemnifies and agrees to hold harmless the Indemnified Parties from any and all damages, whether direct or consequential, arising from or related to the member's, his or her family members' or guests' use and operation of the golf cart.

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

15. Violations of the golf cart rules may result in loss of golf cart privileges and/or playing privileges.

HANDICAPS

1. Handicaps are computed under the supervision of the pro shop in accordance with the current USGA Handicap System.

2. All members and their guests with a USGA approved handicap may participate in Club tournaments. All handicaps submitted may be reviewed by the pro shop.

3. Members are responsible for turning in all their scores on a daily basis. Any member failing to turn in a score shall result in a score being posted that is equal to their lowest score on record. The pro shop shall assist any members needing help with the posting procedures.

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

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

GOLF COURSE ETIQUETTE

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

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

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

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

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

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

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

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

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. Similarly, the Rules of Bocce Ball set forth by the International Bocce Association (IBA) shall apply at all times, except when in conflict with local league rules.

2. Court reservations may be made online, in person or by phone during pro shop hours. No standing reservations will be accepted.

3. All players must check in and register at the pro shop ten minutes prior to their court time or the court will be released to the first name on the waiting list**.** Members and guests shall present their membership cards at registration.

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

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 pro shop.

7. Proper racquet facilities attire is required as previously described.

8. Skateboards, bicycles, roller skates, roller blades, etc., are not permitted on the tennis courts and bocce ball 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. Use of the tennis courts shall be subject to the control of the pro shop at all times. The pro shop shall determine the suitability of the courts for play. Courts will be closed when necessary for maintenance operations, when dictated by safety considerations, and/or when under adverse or anticipated adverse weather conditions. The pro shop may reserve the courts for special events.

GENERAL PICKLEBALL RULES

1. Court reservations may be made online, in person or by phone during pro shop hours. No standing reservations will be accepted.

2. All players must check in and register at the front entrance window ten minutes prior to their court time or the court will be released to the first name on the waiting list. Members and guests shall present their membership cards at registration.

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

4. At the end of their playing period, players must promptly relinquish their court to the next players.

5. Members may play on a court for an hour, except for certain times designated by management.

6. Skateboards, bicycles, roller skates, roller blades, etc., are strictly prohibited on the pickleball courts.

7. Proper pickleball 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.

8. Members and their guests may not throw balls at the fencing around the pickleball courts. Such fencing may not be used as a back stop.

9. Use of the pickleball courts shall be subject to the control of the management at all times. Management 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. Management may reserve the courts for special events.

GENERAL POOL RULES

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

2. Children 12 years and younger must be accompanied and supervised by an adult at all times.

3. Children who cannot swim must be accompanied by a parent or guardian at all times while in the pool area.

4. Children must be three years of age and toilet trained to use the adult pool. Children wearing diapers other than swim diapers are not permitted in any pool.

5. Swimming is permitted only during designated hours. The pool is officially closed when a "CLOSED" sign is posted.

6. Showers are required before entering the pool.

7. Bottles, glass objects, drinking glasses and sharp objects are not permitted in the pool area. Trash should be placed in the proper receptacles located throughout the pool area.

8. All food and beverages are to be provided by the Club. Personal coolers are not permissible.

9. 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 times in the clubhouse, other than in the locker rooms. Shoes or other foot coverings and caftans or shirts must be worn outside the swimming pool area.

10. Personal devices are permitted only when played at a sound level which is not offensive to other members and guests.

11. Animals, bicycles, skateboards, play balls of any type and coolers are not permitted in the pool area.

12. Lifesaving and pool cleaning equipment should be used only for the purposes intended.

13. Running, ball playing and hazardous activities are not permitted in the pool area. Pushing, dunking and dangerous games are prohibited.

14. Diving is not permitted unless otherwise indicated at the pool.

15. 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.

16. Throwing footballs, frisbees, tennis balls, or other objects, spitting or spouting water, and tag games are not allowed in the pool area. The pool staff has the authority to expel

from the pool area anyone who does not follow these Pool Rules or whose conduct is otherwise unbecoming of a member.

17. Swimming parties may be arranged through the Club in advance of the occasion.

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, and all other trash in the proper receptacles.

20. Flotation devices are permitted for nonswimming children up to five years of age. Small toys such as balls, water guns, rings, etc., may be permitted, depending on the number of persons in the pool and the manner in which the toys are used. Air mattresses may be permitted, depending on the size of the mattress and the number of persons in the pool. The pool staff has the authority to discontinue use of these mattresses upon the determination that they present a safety hazard or hinder the enjoyment of the pool by others. Tire inner tubes are not permitted at any time.

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

GENERAL SPA RULES

Upon entering the spa, you will be provided with a robe and slippers. We advise you to dress as comfortably as possible. You may wish to bring a change of clothes for after your spa treatment, depending on the plans you have following the appointment. If you plan on making use of the spa's amenities, be sure to bring gym clothes and a swimsuit. Keep in mind that saunas and jacuzzi baths get very hot, so it's a good idea to avoid swimsuits with metal clasps that may overheat and burn you. Proper footwear must always be worn in the Wellness Center & Spa. This includes entering and exiting the pool area and in the locker rooms.

1. **Cancellation Notice:** At least 24 hours prior to the scheduled appointment, to avoid full charges.

2. **Advance Appointments:** We strongly recommend making your spa treatment reservation as early as possible, especially during season. To check availability, please call the Spa desk at 239-353-9317.

3. **Spa Arrival:** Please arrive a minimum of 15-minutes prior to your scheduled treatment time. Treatments begin at the scheduled time booked. Arriving later than the scheduled time may result in a shortened service. Upon arrival at the spa, you will be asked to complete a brief health form and/or consent to treatment, to assist the spa providers in delivering the best treatment experience possible and ensure your safety and comfort. We encourage you to disclose any pertinent health conditions that may affect your spa experience.

4. **During Your Visit:** We strive to provide our members with a tranquil and private escape from the outside world. Please help us by turning off all cell phones, personal electronic devices, and cameras and we kindly ask that you keep conversations to a whisper upon entering the spa. To get the most out of your treatment, communicate with your therapist. Your comfort and enjoyment are most important to us, so please let us know if you have concerns about the depth of pressure during your massage, the temperature of your spa room, the music volume, or other issues.

5. **Age Requirement:** Members and guests must be 18 years of age or older to receive private treatments. Spa services for those younger than 18, are provided at our discretion and with signed consent by a parent or adult.

6. **Member's Guests:** A member's accompanied guest may only visit the Wellness Center and Spa as per the Club's guest policy. All guests will be charged a guest fee, per day when they check-in at the fitness desk.

GENERAL FITNESS RULES

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

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

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

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

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

6. The Club reserves the right in its sole and absolute discretion to cancel fitness classes at any time for any reason.

7. A health questionnaire may be required before using the fitness facilities. No physician or nurse will be on duty.

8. All members and their guests must check in at the front desk.

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

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

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

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

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

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

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

16. Personal devices should be enjoyed at a volume so as not to disturb fellow members.

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

We would like to thank all members in advance for helping our staff in making your Club a safe and happy environment. If at any time you may have any questions regarding the Club's Rules and Regulations, please do not hesitate to let the staff know.

All Rules and Regulations are subject to change from time to time without notice.