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**HOMBRE GOLF CLUB  
MEMBERSHIP PLAN**



**April 2014**

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# HOMBRE GOLF CLUB MEMBERSHIP PLAN

**MEMBERSHIP OPPORTUNITY** The Hombre Golf Club offers you an opportunity to be a member of a premier golf club. The Hombre Golf Club will provide quality golf facilities and services.

**CLUB FACILITIES** The facilities of the Hombre Club referred to herein as the “Club Facilities” will include the following:

- A championship golf course;
- A driving range and practice putting green; and
- A clubhouse which will consist of approximately 5,500 square feet and will include a golf pro shop, dining facilities, a bar area, and men’s and women’s locker rooms.

**OWNERSHIP AND USE OF CLUB FACILITIES** Edgewater Estates, Inc., a Florida corporation or its affiliates doing business as The Hombre Golf Club (“The Club”) own and operate the Club Facilities.

**MEMBERSHIP OFFICE AVAILABLE TO ANSWER QUESTIONS** Should you have any questions concerning this Membership Plan or the membership opportunities available at the Club, please contact the Membership Office.

**FOLLOW THESE PROCEDURES  
TO APPLY FOR CLUB  
MEMBERSHIP PRIVILEGES**

Each person who desires to apply for membership privileges must submit an application for Membership along with a check for the amount of the membership fee and applicable dues.

Applications must be delivered or mailed to the Membership Office, 120 Coyote Pass, Panama City Beach, FL 32407

**RELY ONLY ON INFORMATION  
IN THIS MEMBERSHIP PLAN**

NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR MAKE ANY REPRESENTATION NOT CONTAINED IN THIS MEMBERSHIP PLAN, AND IF GIVEN OR MADE, SUCH INFORMATION OR REPRESENTATION MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED BY THE CLUB.

**MEMBERSHIPS IN THE CLUB**

MEMBERSHIPS IN THE CLUB ARE BEING OFFERED EXCLUSIVELY FOR THE PURPOSE OF PERMITTING MEMBERS THE RECREATIONAL USE OF THE CLUB FACILITIES. MEMBERSHIPS SHOULD NOT BE VIEWED AS AN INVESTMENT AND NO MEMBER SHOULD EXPECT TO DERIVE ANY ECONOMIC PROFITS FROM MEMBERSHIP IN THE CLUB.

**HOMBRE GOLF CLUB  
MEMBERSHIP PLAN  
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## GENERAL DESCRIPTION OF MEMBERSHIP PLAN

**PURPOSE OF MEMBERSHIP PLAN** This Membership Plan and the Rules and Regulations (collectively, the “Membership Plan”) governs the use of the Club Facilities by members of the Club, guests of members and other persons.

## MEMBERSHIP CATEGORIES AND PRIVILEGES

**Four CATEGORIES OF MEMBERSHIP PRIVILEGES** In order to provide greater exclusivity and availability of facilities and services, the Club has offered a limited number of memberships in five categories: Resident & Non-Resident, Junior Executive, Corporate, and Junior.

**NUMBER OF MEMBERSHIPS IN THE CLUB** The total number of Memberships sold in each category shall be at the sole discretion of The Club.

**GOLF MEMBERSHIP (Resident & Non-Resident)** A Golf Membership entitles the member to use all of the Club’s golf, clubhouse, and social facilities. Golf Members shall not pay green fees for use of the golf facilities, but shall pay golf cart fees. All Golf Members shall have a 14 day sign-up privilege to reserve golf starting times. Only the designee of this membership shall be entitled to usage as describe above.

**JUNIOR EXECUTIVE MEMBERSHIP** A Junior Executive Membership entitles the member the use of the golf, clubhouse and social facilities until age 35. Junior Executive Members shall have a 14 day sign-up privilege to reserve tee times and shall pay cart fees to use the golf facilities. Only the designee of this membership shall be entitled to usage as describe above.

**JUNIOR MEMBERSHIP** A Junior Membership entitles the member the use of the golf, clubhouse and social facilities until age 18. Junior Members shall have a 14 day sign-up privilege to reserve tee times and shall pay cart fees to use the golf facilities. Only the designee of this membership shall be entitled to usage as describe above.

**The Club reserves the right to cancel, modify or restrict membership categories at any time.**

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**USE OF THE CLUB**

Family Memberships entitle the member and their immediate family of the member to use the Club Facilities in accordance with the membership category selected by the member. The immediate family of a member shall include the spouse of the member and their unmarried children under the age of twenty-three living at home or attending school on a full-time basis. Family Memberships are available in Resident, Non-Resident, and Junior Executive categories only.

**GUEST PRIVILEGES**

Club Members are entitled to have guests use the Club Facilities in accordance with the Rules and Regulations of the Club, including limitations on the number of times a particular guest may use the facilities during a membership year. The sponsoring member is responsible for the payment of the applicable daily guest fees established by the Club from time to time.

**THE CLUB MAY ESTABLISH RULES REGARDING THE USE OF THE CLUB FACILITIES**

In order to provide the utmost playing pleasure for all members, the Club reserves the right to establish different rules governing access, sign-up privileges, guest privileges and starting times with respect to the golf and other recreation facilities of the Club.

**MEMBERSHIP FEE REQUIRED TO OBTAIN MEMBERSHIP PRIVILEGES**

**A. MEMBERSHIP FEE**  
To obtain Club Membership privileges, the applicant shall pay a non-refundable membership fee in an amount determined by the Club from time to time, as further described in the Application for Membership.

**ELIGIBILITY FOR CLUB MEMBERSHIP**

**B. ELIGIBILITY FOR CLUB MEMBERSHIP**  
Club Memberships will be offered to persons designated by the Club who are approved for membership.

**RESERVED CLUB MEMBERSHIPS**

The Club reserves the right, in its sole discretion, to reserve Club Memberships in any category.

**RESERVED MEMBERSHIPS ARE NOT CONSIDERED AVAILABLE**

Reserved Club Memberships are not considered as available Club Memberships and the Club may not be compelled to offer a reserved Club Membership.

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**ACKNOWLEDGEMENT OF MEMBERSHIP RIGHTS**

Membership permits the member to use the Club Facilities, but does not give a member a vested or prescriptive right or easement to use the Club Facilities. Membership in the Club is not an investment in the Club and does not provide the member with any equity or ownership interest or any property interest in the Club or the Club facilities. A member only acquires a recallable license to use the Club Facilities. The Club reserves the right in its sole and absolute discretion to modify or terminate this Membership Plan, to discontinue operation of any or all of the Club Facilities, to issue or terminate any type of membership, and to make any other changes in the terms and conditions of the membership or the Club Facilities available for use by Club Members.

**A CLUB MEMBERSHIP MAY BE HELD IN THE NAME OF A CORPORATE ENTITY**

A Club Membership may be held in the name of a company. The membership will be issued in the name of the entity. The entity may designate up to three individuals or families who will have the right to use the Club Facilities. Dues for each designee will be based on membership type selected. The entity may change the designated user upon payment of a transfer fee charged by the Club. Each individual designated must submit an Application for Membership and must be approved by the Club. No more than one designated user, or in the case of a family membership, his or her immediate family shall be entitled to simultaneously use of the Club Facilities, except as a guest. The Club reserves the right to establish from time to time the rules governing the designation of an individual as the designated user of a membership, including establishing a limit on the number of times a particular designation may be changed during the membership year.

**TRANSFER OF MEMBERSHIPS**

**C. TRANSFER OF CLUB MEMBERSHIP**

Memberships are not transferable except in accordance with the "A CLUB MEMBERSHIP MAY BE HELD IN THE NAME OF A CORPORATE ENTITY".

Membership fees are not transferable except to the Club Member's surviving spouse, and are not refundable in accordance with this Membership Plan, the Rules and Regulations and the Application for Membership.

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**TRANSFER OF CLUB  
MEMBERSHIP UPON THE  
MEMBER'S DEATH**

Upon the death of a Club Member, the membership privileges will be transferred to the member's surviving spouse without the payment of any additional membership fee. If there is no surviving spouse or the surviving spouse does not desire to continue the membership privileges, the death of a member shall terminate the Club Membership.

**LEGAL SEPARATION OR  
DIVORCE OF MARRIED  
MEMBERS**

When a Club Membership is issued in the name of more than one person, each person will be jointly and severally liable for all dues, fees and other charges and liabilities associated with the Club Membership. In the event of a divorce or separation of married Club Members, the Club Membership, including all of its rights and benefits will vest in the spouse awarded the Club Membership by an agreement of separation or a decree of divorce. Until the award of the Club Membership and use privileges, both spouses will be jointly and severally liable for all dues and charges.

**APPLICATION FOR MEMBERSHIP**

**AN APPLICATION FOR  
MEMBERSHIP MUST BE  
MAILED OR DELIVERED  
TO THE MEMBERSHIP  
OFFICE**

An applicant must mail or deliver to the Membership Office a fully completed and signed Application for Membership, together with a check for the membership fee.

**REVIEW OF APPLICATION  
FOR MEMBERSHIP**

All applicants desiring a Club Membership must be approved by the Club. After receiving the Application for Membership, the Club will determine whether the applicant has satisfied the relevant conditions of membership.

In the event that Application for Membership has not been acted upon favorably, the applicant will receive a refund of any amount previously paid, without interest.



**THE RIGHTS OF MEMBERS TO USE THE CLUB FACILITIES ARE GOVERNED ONLY BY THIS MEMBERSHIP PLAN**

If approved for membership in the Club, the Club Member agrees to be bound by the terms and conditions of this Membership Plan, as amended from time to time.

**DUES AND CHARGES**

**THE MEMBERSHIP YEAR OF THE CLUB IS JANUARY 1 TO DECEMBER 31**

The Club's membership year will constitute the twelve month period commencing January 1 and ending on the last day of December, 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, fees and other charges to be paid by each member of the Club for the next membership year.

**DUES SHALL BE PAYABLE ON A MONTHLY BASIS**

Dues shall be due and payable monthly in advance, on or before the first day of each month, unless otherwise established by the Club from time to time. The failure of any member to pay dues within thirty days of the mailing of the dues statement to the member shall constitute grounds for forfeiture of membership privileges in the Club.

**NON-RESIDENT GOLF MEMBERSHIP**

A Non-resident dues category is currently available for Golf Members whose principal residence is at least 50 miles from Hombre Golf Club and who spend no more than 100 days per year at the Club. Non-resident Golf Members will not pay greens fees but will pay cart fees. **The Club reserves the right to cancel, modify or restrict the Non-Resident dues category at any time.**

**THE SCHEDULE OF DUES AND CHARGES DESCRIBES THE CURRENT DUES AND CHARGES**

The current dues and charges for use of the Club Facilities are described on the Schedule of Dues and Charges. The amount of dues and charges for subsequent years is subject to change.

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**NO OPERATING OR CAPITAL ASSESSMENTS.**

Club Members are not subject to any operating or capital assessments. With the exception of dues, fees, clubhouse minimums, state taxes, service charges, personal and other charges that the Club may establish from time to time in its sole and absolute discretion, members are not subject to any liability or assessment for the costs and expenses of ownership or management of the Club or the Club Facilities, or for the costs and expenses of constructing the Club Facilities.

The Club will pay all operating deficits and will retain all operating revenues resulting from operating the Club Facilities.

**PAYMENT OF DUES BY A RESIGNED CLUB MEMBER**

The Club **must** receive written notice stating a member's intent to resign. A resigned Club Member shall be obligated to continue to pay dues and fees until the end of one (1) calendar membership year. A resigned member shall be permitted to use the Club Facilities as long as dues continue to be paid.

**DUES AND OTHER FEES PAID IN ADVANCE**

If a Club Membership is resigned after one (1) calendar membership year, the resigned member shall be entitled to a refund of a prorated portion of any dues and other fees paid in advance.

**OTHER MEMBERSHIPS AND USE PRIVILEGES**

**A. HONORARY MEMBERSHIPS**

**HONORARY MEMBERSHIP**

In exceptional circumstances, Honorary Memberships may be issued to persons designated by the Club from time to time. This limited number of Honorary Memberships is in addition to all other memberships and shall be available on terms and conditions as determined by the club from time to time.

**B. GENERAL PUBLIC, RESORT GUESTS, & HOTEL GUESTS**

**GENERAL PUBLIC, RESORT GUESTS AND HOTEL GUESTS**

At the Company's option, the general public, resort guests and hotel guests may be able to use the course and Club.

**PROMOTIONAL USE AND TOURNAMENT OR GROUP PLAY**

The Club will have the right to designate other persons, including without limitation, persons who are employees of the Club and prospective members of the Club to use the Club Facilities upon such terms and conditions as may be determined from time to time by the Club. The Club reserves the right, in its absolute discretion, to restrict or to otherwise reserve in advance the Club Facilities for maintenance, tournament or group play and other special events from time to time.

**CLUB OPERATIONS**

**MANAGEMENT AND CONTROL OF THE CLUB FACILITIES AND OPERATION**

The Club owns the Club Facilities and the Club or its agents will manage and operate the Club Facilities. As a result, the Club is responsible for the government and administration of the Club Facilities and the Club 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. The Club also reserves the right to engage a professional management company to operate the Club Facilities.

**MEMBERSHIP OFFICE AVAILABLE TO ANSWER QUESTIONS**

Should you have any questions concerning this Membership Plan, please contact the Membership Office located at 120 Coyote Pass, Panama City Beach, FL 32407 or telephone (850) 234-3673.

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**HOMBRE GOLF CLUB  
RULES AND REGULATIONS**



**January 2014**

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## GENERAL CLUB RULES

1. Members 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 established by the Club. The Club reserves the right to close the golf course and the other facilities to hold tournaments, special events and group play. Areas of the Club may also be closed from time to time for scheduled maintenance and repairs.
3. Performance by entertainers shall be permitted on the Club Facilities only with the permission of the General Manager.
4. Dining room activities for groups shall be permitted with the permission of the General Manager.
5. Alcoholic beverages shall not be served, or sold, nor permitted to be consumed, on the Club Facilities during hours prohibited by law. Alcoholic beverages shall not be sold or served to any person not permitted to purchase the same under the laws of the State of Florida or be sold for off-premises consumption. The Club reserves the right to refuse to serve alcohol to anybody.
6. Commercial advertisements or solicitations shall not be posted or circulated in the Club without the prior approval of the General Manager.
7. It is contrary to the policy of the Club to have the facilities used for functions for fund raising efforts for the benefit of a political cause, unless approved by the Club. The Club Facilities shall not be used in connection with organized religious services or other activities unless approved by the Club.
8. All food and beverage consumed on the Club Facilities must be furnished by the Club unless prior approval has been given by the General Manager.
9. Employees are permitted to deliver food or alcoholic beverages to locations away from the immediate area of the clubhouse only with the permission of the General Manager.
10. Dogs and other pets, with the exception of service dogs, are not permitted in the Club Facilities without the prior approval of the General Manager. Members are responsible for damage caused by an animal owned by the member or under the member's control.
11. Members and their guests may not abuse any of the employees, verbally or otherwise. All service employees are under the supervision of the General Manager and no member or guest shall reprimand or discipline any employee or send any employee off the Club Facilities for any reason. Any employee not rendering courteous and prompt service should be reported to the General Manager immediately.

12. Self parking is permitted in areas identified as such. No parking will be allowed on grassed areas. "No Parking" signs must be observed.
13. Smoking is permitted in designated areas only.
14. Firearms and other weapons of any kind are not permitted on the Club Facilities at any time.
15. All complaints, criticisms or suggestions relating to the operations of the Club must be in writing, signed and sent to the General Manager.
16. Violation of any of these Rules and Regulations or conduct in a manner prejudicial to the best interests of the Club shall subject the person in violation to disciplinary action.
17. The Club reserves the right to amend or modify these Rules and Regulations when necessary and shall notify the membership of any change.

### **MEMBERSHIP CARDS**

1. A membership card indicating the category of membership shall be issued to the member as well as other eligible members of the family upon payment of the appropriate dues by the member. Membership cards must be presented upon request when signing in for use of the Club Facilities. Membership cards are not transferable.
2. A membership card may not be used by any person other than the person to whom it is issued. Failure to comply with this rule may result in suspension or termination of membership privileges.
3. All food, beverage, merchandise and services of the Club charged to the member's club account shall be billed monthly and each member's club account shall be considered delinquent if not paid within thirty days after the date of mailing of the monthly statement to the member. For all delinquent accounts, the Club may establish a one-time late charge that shall be added to the member's next monthly statement. Past due bills will also accrue interest per month at the maximum rate permitted by law from the date of the statement until paid in full. In the event a member's account remains unpaid for a period of sixty days after the date of the monthly statements, membership privileges may be suspended until the amount owed to the Club is paid in full.
4. In order to protect members from improper charges, the Club requires the presentation of membership cards at the point of sale for all transactions.

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. If the Club commences legal action to collect any amount owed by a member, or to enforce any other liability of a member to the Club, and if judgment is obtained by the Club, the member shall also be liable for all costs and expenses of the legal action and reasonable attorney's fees (including fees required in connection with appellate proceedings).
6. The Club must be notified immediately of a lost or stolen membership card. The member shall be responsible for all charges placed on an account until written notification of card loss has been received by the Club.
7. A card replacement fee will be charged for lost membership cards or in any situation where the club account number is changed.

### **MAILING ADDRESS**

1. Each member shall be responsible for filing with the Membership Office in writing, preferably on a form provided, the mailing address to which the member wishes all notices and invoices of the Club be sent. A member shall be deemed to have received mailings from the Club five days after they have been mailed to the address on file with the Membership Office. In the absence of an address filing with the Membership Office, any Club mailing may, with the same effect as described above, be addressed as the General Manager may think is most likely to cause its prompt delivery.

### **CLUB SERVICES AND ACTIVITIES**

1. The Club provides a variety of social, cultural and recreational events in which all members are encouraged to participate.
2. Special event functions shall be scheduled from time to time at the discretion of the Club.

## **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 use the Club Facilities, assumes sole responsibility for their property. The Club shall not be responsible for any loss or damage to any private property used or stored on the Club Facilities.
2. Property or furniture belonging to the Club shall not be removed from the room in which it is placed or from the Club Facilities, without proper authorization. Every member of the Club shall be liable for any property damage and/or personal injury at the Club, caused by the member, any family member or guest. The cost of any damage shall be charged to the member's club account.
3. Any member, guest or other person who, in any manner, makes use of, or accepts the use of, any apparatus, appliance, facility, privilege or service whatsoever owned, leased or operated by the Club, 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 Facilities, shall do so at their own risk. The members shall hold Edgewater Estates, Inc. and its directors, officers, employees, affiliates, representatives and agents harmless from any and all loss, cost, claim, injury, damage or liability sustained or incurred by the member, resulting therefrom and/or from any act or omission of any such director, officer, employee, affiliate, representative or agent. Any member shall have, owe and perform the same obligation to Edgewater Estates, Inc. and its directors, officers, employees, affiliates, representatives and agents hereunder in respect to any such loss, cost, claim, injury, damage or liability sustained or incurred by any family member or guest of the member.

## **CHILDREN**

1. Children under twelve years of age are permitted to use the Club Facilities only if accompanied or supervised by an adult.
2. Children under the lawful drinking age are not permitted in any lounge unless accompanied by an adult.

## **ATTIRE**

1. It is expected that members shall dress in a fashion befitting the surroundings and atmosphere provided in the setting of our Club. It is also expected that members shall advise their guests of our dress requirements.
2. The standards of the Club may be waived by management for special activities and functions.
3. Shirts and shoes must be worn at all times on the Club Facilities.



## GUEST PRIVILEGES OF MEMBERS

Guest privileges may be extended for members under the rules established by the Club from time to time. 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 accompany 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 of members shall be Houseguests, Day guests, or Non-Resident guests. A houseguest is defined as a guest temporarily residing in a member's residence. Guests of a member who are not temporarily residing in a member's residence shall be considered Day guests or Non-Resident guests. Non-Resident guests must reside outside of a 100 mile radius from the Club.

### Day Guests

1. A particular individual may not use the golf facilities of the Club more than **twice a month** as an accompanied day guest or once as an unaccompanied day guest unless otherwise permitted by the Club. The Club reserves the right to change the number of times a particular day guest may use the golf facilities during each membership year.
2. A membership may have up to four accompanied guests at the "accompanied" guest rate.
3. "Unaccompanied" guests of a member will be charged the "Unaccompanied" guest of member rate.
4. A particular individual using the Club facilities as a day guest must be registered by the sponsoring member with the Club. The Club reserves the right to require identification by each day guest. Day guests must be accompanied by the member at all times when using any facility unless otherwise determined by the Club from time to time. Day guests will be charged guest fees for use of the Club Facilities.
5. Day 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.
6. The sponsoring member shall be responsible for all unpaid charges incurred by the guest, and they will be charged against the sponsoring member's club account.
7. Day guest privileges may be limited by the Club, from time to time, in its sole and absolute discretion. Notice of such limitation will be given by the Club.
8. The sponsoring member is responsible for the conduct of a day guest while at the Club. If the manner, deportment or appearance of any day guest is deemed to be unsatisfactory, the sponsoring member shall, at the request of the Club, have the guest leave the Club facilities.

## Houseguests

1. Houseguests must be registered by the sponsoring member with the Golf Shop, prior to the arrival of the guests. Houseguest privileges will be extended to guests of a member while that guest is residing in the member's residence.
2. Guest cards will be issued for the length of stay, up to a maximum of two weeks. At the expiration of the card, renewals of houseguest privileges will be granted at the discretion of the Club.
3. Houseguests 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.
4. Houseguests are permitted to use the Club Facilities unaccompanied by the member in accordance with the rules and regulations established by the Club
5. The sponsoring member does not have to give up membership privileges for the period of time the houseguest is in residence.
6. The sponsoring member is responsible for all unpaid charges made by his or her houseguests which are unpaid after the customary billing and collection procedure of the Club.
7. Houseguests must have their guest card with them at all times while using the Club Facilities. The Club reserves the right to require identification by each guest.
8. Houseguest privileges may be limited by the Club, from time to time, in its sole and absolute discretion. Notice of such limitations will be given by the Club.
9. The sponsoring member shall be responsible for the conduct of a houseguest while at the Club. If the manner, conduct and/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 Club Facilities.

## Non-Resident Guest (*must reside outside of a 100 mile radius*)

1. A Non-Resident guest may not use the golf facilities of the Club more than **14 times within a 3 month period** as an accompanied guest unless otherwise permitted by the Club. The Club reserves the right to change the number of times a particular Non-Resident guest may use the golf facilities during each membership year.
2. A membership may have up to four accompanied Non-Resident guests at the "accompanied" guest rate.
3. "Unaccompanied" guests of a member will be charged the "Unaccompanied" guest of member rate.

4. A particular individual using the Club facilities as a Non-Resident guest must be registered by the sponsoring member with the Club. The Club reserves the right to require identification by each Non-Resident guest. Non-Resident guests must be accompanied by the member at all times when using any facility unless otherwise determined by the Club from time to time. Non-Resident guests will be charged guest fees for use of the Club facilities.
5. Non-Resident 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.
6. The sponsoring member shall be responsible for all unpaid charges incurred by the guest, and they will be charged against the sponsoring member's club account.
7. Non-Resident guest privileges may be limited by the Club, from time to time, in its sole and absolute discretion. Notice of such limitation will be given by the Club.
8. The sponsoring member is responsible for the conduct of a Non-Resident guest while at the Club. If the manner, deportment or appearance of any Non-Resident guest is deemed to be unsatisfactory, the sponsoring member shall, at the request of the Club, have the guest leave the Club facilities.

#### **RESIGNATION, SUSPENSION AND TERMINATION OF MEMBERSHIP PRIVILEGES**

1. A member may resign membership in the Club by delivering to the Membership Office written notice of resignation. Notwithstanding any resignation, suspension or termination of membership, the member and the member's spouse shall remain liable for any amounts unpaid on the member's club account, dues and other fees.
2. A membership may be suspended or terminated by the Club if, in the sole judgment of the Club, the member:
  - a. fails to meet eligibility for membership;
  - b. submits false information on the Application for Membership or for guest privileges;
  - c. permits the use of the membership card or club account by anyone other than the designated holder;
  - d. exhibits unsatisfactory behavior, deportment or appearance;
  - e. fails to pay any amount owed to the Club in a proper and timely manner;
  - f. fails to abide by these Rules and Regulations;

- g. treats the personnel or employees of the Club in an unreasonable or abusive manner; or
  - h. fails in or refrains from any conduct or obligation which the Club determines to be appropriate for suspension or termination of membership privileges.
- 3. The Club may at any time, and from time to time, restrict or suspend, for cause or causes described in the preceding paragraph, any member's privileges to use any or all of the Club Facilities. No such member shall on account of any such restriction or suspension be entitled to any refund of 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. A member shall be notified of any proposed disciplinary action and shall be given an opportunity to show cause why the member shall not be disciplined in accordance with these rules. If the member desires to be heard, the member must provide a written request for a hearing to the Membership Office within 15 days of the date of the Club's notice to the member of the proposed action. Upon receipt of the written request for a hearing, the Club shall set a time and date for such hearing, which shall in no event be less than 10 days after such request. While the complaint is being considered by the Club, the member shall enjoy all membership privileges to which the member was entitled prior to the complaint.
- 5. Any member of the Club who has had membership privileges terminated for any reason other than the failure to meet eligibility for membership shall only be eligible for membership or permitted to use the Club Facilities at the discretion of the Club.

### **GENERAL GOLF RULES**

- 1. The Rules of Golf as adopted by the U.S.G.A. together with the Rules of Etiquette as adopted by the U.S.G.A. shall be the rules of the Club, except when in conflict with the local rules or with any of the rules herein.
- 2. "Cutting-in" is not permitted at any time. All players must register 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. If a foursome or other group of players fails to keep their place on the course and loses more than one clear hole on the players ahead, the group must allow the following group to play through. Do the same when you stop to search for a lost ball. No more than five minutes may be used to search for lost balls.
- 5. 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 for the Golf Shop to resume play.

6. All tournament play must be approved in advance by the General Manager.
7. Enter and leave bunkers at the nearest level point to the green. Smooth sand over with a rake upon leaving.
8. Repair all ball marks on the green.
9. Fill all divots with sand.
10. Ball hawking is not allowed on the course at any time.
11. Golf Course Hosts may be on duty to help regulate play and enforce golf cart regulations. The Golf Course Hosts have full authority on the golf course to enforce all rules and speed of play.
12. Each player must have a set of golf clubs.
13. Proper golf attire is required for all players.

	<u>Acceptable</u>	<u>Not Acceptable</u>
<b>Men:</b>	Shirts with collars and sleeves, slacks, jeans, and golf shorts up to four inches above the knee are considered appropriate attire.	Tank tops, tee shirts*, fishnet tops, cut-offs, sweat pants, bathing suits, tennis shorts or other athletic shorts more than four inches above the knee are not permitted.
<b>Women:</b>	Dresses, skirts, slacks, golf shorts, jeans, and blouses are considered appropriate attire.	Halter tops, tee shirts, fishnet tops, bathing suits, sweat pants, tennis dresses or athletic shorts are not permitted.
<b>Shoes:</b>	Appropriate golf shoes or approved shoes are required on the golf course and practice areas.	Use of shoes other than golf shoes must be approved by the Golf Shop. Football and baseball spikes are not permitted.

\*Tee shirts allowed on Practice Facility only.

This dress code is mandatory for all players. Improperly dressed golfers will be asked to change before playing. If you are in doubt concerning your attire, please check with the Golf Shop before starting play. Any misuse or disregard of these rules may cause privileges to be suspended.

14. If lightening is in the area, all play shall cease.

15. The Club may close the golf course to play whenever the grounds could be damaged by play, for adverse weather conditions or for maintenance purposes.
16. Jogging, bicycling or recreational walking is not permitted on the golf course, including golf cart path at all times.
17. Twosomes and singles may play at the discretion of the Golf Shop. Twosomes and singles should not expect to play through foursomes and should not exert any pressure on the groups ahead. Foursomes shall have the right of way.
18. Twosomes and singles may be grouped with other players, at the discretion of the Golf Shop.
19. Groups of five or more players shall only be permitted on the golf course with the permission of the Golf Shop.
20. No Fishing allowed in any golf course pond.

### **HOURS OF PLAY**

1. The hours of play and Golf Shop hours shall be posted in the Golf Shop. The golf course superintendent is authorized to determine when the golf course is fit for play. His discretion shall be final. In his absence, the Golf Professional shall make this decision.

### **GOLF STARTING TIMES**

1. All Players must have a starting time reserved through the Golf Shop. The staff shall assign the starting time depending on availability.
2. Members may make a starting time in person or by phoning the Golf Shop beginning at 8:00 a.m. two (2) weeks prior to day of play.
3. Members may book a maximum of two (2) starting times per membership per day.
4. Starting time changes must be approved through the Golf Shop.
5. Players must register in the Golf Shop at least twenty (20) minutes prior to their reserved starting time. Failure to check in and register may result in assignment of another tee time or cancellation, at the discretion of the starter.
6. Players who fail to cancel their starting time at least twenty-four (24) hours prior to their scheduled starting time may be charged a \$75 fee, except in the case of extenuating circumstances or inclement weather.
7. Please notify the Golf Shop of any cancellations as soon as possible.

## **REGISTRATION**

1. All members and guests must register in the Golf Shop before beginning play and all members and guests shall present their cards at registration.
2. Failure to check-in and register twenty minutes prior to a reserved starting time may cause cancellation or set back.
3. Players late for their starting time will lose their right to the starting time and shall begin play only at the discretion of the starter.

## **PRACTICE FACILITIES**

1. The practice facilities are open during normal operating hours as posted in the Golf Shop. At times, the practice facilities will be closed for maintenance. This information will also be posted in the shop.
2. Practice balls are for use on the practice facility and may not be used on the golf course.
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 facilities.

## **GOLF CART RULES**

1. Private carts are permitted, subject to the standards, fees, and procedures established by the Club.
2. A maximum of two golf carts shall be used by each foursome. This rule shall also apply to threesomes and twosomes when these small groups are permitted on the course.
3. Golf carts may only be used on the golf course when the course is open for play. Golf carts, other than privately owned golf carts, are not to be driven to residences at any time.
4. Golf carts shall not be used by a member or guest on the Club Facilities without proper assignment and registration in the Golf Shop.
5. Each operator of a golf cart must be at least sixteen years of age and have a valid automobile driver's license.
6. Only two persons and two sets of golf clubs are permitted per golf cart.

7. Obey all golf cart traffic signs.
8. Always use golf cart paths where provided, especially near tee and green complexes. ***Players are required to remain on golf cart paths, without exception, on Par 3 holes.*** Be careful to avoid soft areas on fairways, especially after rain. When the “Cart Path Only” rule is posted, it must be strictly followed.
9. Except on golf cart paths, do not drive a golf cart within thirty feet of a green, a tee or a bunker.
10. Never drive a golf cart through a hazard.
11. Directional signs are placed in front of all Par 4 and Par 5 greens indicating when golf carts must return to path. The distance the signage will be placed from each green will vary depending on the amount of golf cart traffic.
12. Operation of a golf cart is at the risk of the operator. Cost of repair to a golf cart which is damaged by a member shall be charged to the member or, in the case of damage by a guest, to the sponsoring member. Members using a golf cart shall be 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 members or their guests, and the members 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. The operator of a golf cart accepts and assumes all responsibility for liability connected with operation of the golf cart. The member also expressly indemnifies and agrees to hold harmless Edgewater Estates, Inc. and its officers, directors, employees, affiliates, representatives and agents, from any and all damages, whether direct or consequential, arising from or related to the member’s use and operation of the golf cart.
14. “Course Closed” or “Hole Closed” signs are to be adhered to without exception.
15. Members and guests who are disabled and require special accommodations may be issued a “Handicapped Flag” to be displayed on their golf cart. A “Handicapped Flag” will allow the person to whom the flag is issued, additional flexibility in maneuvering their golf cart throughout their round while at the same time ensuring the protection of the course. Members and guests who received a “Handicapped Flag” may drive their carts no closer than 30 feet from any tee or green complex, unless the cart path is closer. ***To receive a “Handicap Flag” a valid handicapped placard issued in the name of the member or guest by the Registry of Motor Vehicles from any State will need to be presented to the Golf Shop.*** If the golf course is open and the “Cart Path Only” rule is in effect, use of a “Handicap Flag” will not be allowed.
16. Violation of the golf cart rules may result in loss of golf cart privileges and/or playing privileges.



## HANDICAPS

1. Handicaps are computed under the supervision of the Golf Professional in accordance with the current U.S.G.A. Handicap System.
2. All members with a U.S.G.A. approved handicap may participate in club tournaments. All handicaps submitted may be reviewed by the Golf Professional.
3. To establish a handicap, a member must have turned in a minimum of 10 scores. 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 Golf Shop shall assist members with the posting procedures.
4. Accurate records are to be kept of scores turned in and recorded for all rounds played. The Golf Professional shall determine if there are violations by members in turning in their scores.

## GOLF COURSE ETIQUETTE

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

1. Do not waste time. Anticipate the club or clubs you may need and go directly to your ball. Always be near your ball to play promptly when it is your turn. If a player is delayed in making his shot, it would be courteous for the player to indicate to another player to play, which should not be deemed playing out of turn.
2. When approaching the green, park your golf cart on the cart path on the best direct line to the next tee. This can save about one-half hour per round. Never leave the golf cart in front of the green where you will have to go back and get it, while the following players wait for you to get out of the way.
3. 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.
4. When play of a hole is completed, leave the green promptly and proceed to the next tee without delay. Do the scoring for the completed hole while others in your group are playing from the next tee.
5. If you are not holding your place on the course (see General Golf Rules #4) allow the players behind to play through. Do the same if you stop to search for a lost ball.
6. The Golf Course Hosts shall report slow play and all breaches of golf etiquette to the Golf Professional.