

VINOY CLUB

CLUB RULES

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PREAMBLE

These Club Rules (these “**Rules**”) are established to be a guide to the use of the Club Facilities referred to in the Regulations (as amended from time to time, the “**Regulations**”) of the Vinoy Club (the “**Club**”) and to promote the health, safety, welfare and enjoyment of Club Members, their families and guests and all other persons using the Club Facilities, all of whom are bound hereby. Capitalized terms not otherwise defined in these Rules have the same meanings given to them in the Regulations. Management is committed to providing all Club Members, their families and guests with an enjoyable club experience. To uphold these standards, Club Members, family members and guests are expected to act in a manner consistent with good taste. Management may amend these Rules and the Regulations from time to time as it determines appropriate in its sole and absolute discretion. These Rules and the Regulations, as modified from time to time, shall apply to the resort guests (the “**Resort Guests**”) of the Renaissance Vinoy Resort (the “**Resort**”) as if they were Club Members unless otherwise provided herein or the context requires otherwise. These Rules and the Regulations supersede and replace any and all other rules and regulations pertaining to the Resort and the Club Facilities, and shall apply to all Club Members, including without limitation, Premier Members and Legacy Members.

FelCor St. Pete (SPE), L.L.C. (“**Owner**”) has leased the Resort land and marina seabed from the owners thereof and owns the Club Facilities and other improvements on such land and seabed. Owner has leased the foregoing property to FelCor St. Pete Leasing (SPE), L.L.C., its wholly-owned subsidiary (“**Owner’s Affiliate**”). Renaissance Hotel Operating Company (“**Manager**”) currently operates the Resort and the Club Facilities pursuant to a Management Agreement with the Owner’s Affiliate. References to “Members” in these Rules and the Regulations shall mean all Club Members, regardless of the category of membership, and shall be deemed to include the Club Member’s family members unless the context indicates otherwise. References to “Management” in these Rules shall mean Manager and, to the extent required by the management agreement between Owner’s Affiliate and Manager, Owner’s Affiliate.

GENERAL CLUB RULES

1. Club 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 as may be established by Management. Areas of the Club may also be closed from time to time for scheduled or extraordinary maintenance and repairs. Management will provide reasonable notice to Club Members of any such closings for scheduled maintenance or repairs but closings for emergency or extraordinary repairs may occur without notice.
3. Performance by entertainers will be permitted on the Club Facilities only with the prior written consent of Management.
4. Dining room activities for groups will be permitted only with the prior written consent of Management.
5. Alcoholic beverages will not be served or sold, nor permitted to be consumed, at the Club or on any Club Facilities in any manner prohibited by law. Management reserves the

right, in its sole and absolute discretion, to refuse service to a Club Member or guest when that Club Member or guest appears to be intoxicated.

6. All food and beverages consumed on the Club Facilities must be furnished by the Club unless the prior written consent of Management is obtained.

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

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

9. Members shall not use the roster or list of Club Members, including email distribution lists for solicitation, commercial purposes, including any defamation of the club or provide the roster to anyone, in any form, other than to a Club Member.

10. It is contrary to the Club's policy to have the Club Facilities used for functions or fund raising efforts for the benefit of a political cause, except as specifically permitted in writing by Management.

11. The Club Facilities shall not be used in connection with organized religious services or other activities except as may be approved in writing by Management.

12. Club Members should not request special personal services from employees of the Club or Manager who are on duty or the personal use of furnishings or equipment which are not ordinarily available for use by Members generally.

13. Dogs or other pets (with the exception of service animals assisting persons with disabilities) are not permitted on the Club Facilities, except with the permission of Management. Where dogs are permitted on the grounds, they must be on a leash. Club Members are responsible for damage caused by an animal owned by the Club Member or its guest or under the Club Member's control.

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

15. Self parking is permitted in areas identified as such. "No Parking" signs must be observed. Vehicles parked in violation of "No Parking" signs may be towed at the owner's expense.

16. Smoking is permitted only in any designated areas as may be determined by Management from time to time

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

18. Firearms and all other weapons of any kind are not permitted on the Club property or Resort property at any time.

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

20. 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 Management in accordance with these Rules and Regulations.

21. The Manager will have or designate appropriate staff who will have full authority to enforce these Rules and the Regulations and any infractions will be reported to Management.

22. In no event shall the Club discriminate against any individual because of the individual's race, color, religion, sex (including pregnancy), sexual orientation, gender identity or expression, national origin, age, disability, genetic information, veteran or military status, or other basis protected by applicable law.

23. Club Members and their guests shall comply with all posted rules and regulations at the Club Facilities.

MEMBERSHIP CARDS

1. Management will issue a membership card to the Club Member and the other members of his or her family who are eligible for membership privileges. Membership cards will include the Club Member's name, photograph, account number and category of membership. Membership cards will only be issued upon payment of dues by the Club Member. Membership cards will not be issued to children under the age of 13 or over the age of 24. Club Members and their families must have their membership cards with them at all times while using the Club Facilities.

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

3. In order to protect Club Members from improper charges, membership cards must be presented at the point of sale for all transactions, excluding food and beverage, in which case presentation of membership cards is required prior to placing any order.

4. Membership cards will be mailed to the Club Members at the address designated by the Club Member or held for pick-up at the Membership Office as determined by Management.

5. In the event of a lost or stolen membership card, Management must be notified immediately. The Club Member's account will be canceled and Management will issue a new membership card number. Until notification of card loss or theft is received in writing by Management, the Club Member shall be responsible for all charges placed on the account. A

card replacement fee as determined by Management may be charged for lost or stolen membership cards or in any situation where the account number is changed.

6. Each Club Member may receive such identification decals and other insignia as Management may from time to time designate, and shall display such insignia as required by Management.

MEMBER DUES AND CHARGES

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

2. A Club Member is entitled to charging privileges (i.e. credit for goods and services) at the Club so long as his or her membership is in good standing. Cash payments may or may not be permitted as determined by Management from time to time.

3. All food, beverage, merchandise and services of the Club charged to the Club Member's account will be billed monthly and each Club Member's account shall be due and payable upon receipt of the monthly statement. Management reserves the right to impose spending minimums in its discretion.

4. Club Member accounts shall be deemed delinquent from the date first billed if payment is not received within 10 days after the due date of the monthly statement. Past due bills will be subject to a late payment charge per month as established by the club from time to time, but not to exceed the maximum amount permitted by law. The late payment charge shall accrue 10 days from the date of the monthly statement until the account is paid in full. Club Members having past due bills may be charged a reinstatement fee at the discretion of Management to reactivate an account once it is deemed delinquent.

5. Club Members have the option of having their dues, fees (including initiation fees) and charges billed to a credit or debit card. Management has implemented a credit/debit card billing system such that all dues, fees and charges are billed to each Club Member's approved credit/debit card. In the event Management implements such a system, it will give notice to such effect to the Club Members. The credit/debit card company shall pay the dues, fees and charges to Management. Club Members will receive a written statement of their monthly dues, fees and charges, which have been charged to their credit/debit card. Club Members agree to promptly pay directly to the Club any amounts not paid by the credit/debit card company upon written notice from Management. If not paid within 10 days after written notice from Management, a late payment charge of one and one-half percent (1.5%) per month (but not to exceed the maximum amount permitted by law) shall begin to accrue from the date of the written notice until payment in full. Club Members shall be obligated to keep a valid approved credit/debit card on file with the Club at all times in the event they choose to have their dues, fees and charges billed to a credit/debit card or if Management implements a credit/debit card billing system as provided above.

6. If a Club Member fails to pay any Club account within 30 days of its due date, Management shall have the right to suspend membership privileges in the Club at any time until the delinquent account is paid in full. Continued delinquency for a period of 90 days from the

date a Club account is first billed or repeated incidents of delinquency by a Club Member may result in termination of membership in the Club.

7. 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.

8. If the account of any Club Member is delinquent, Management 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 Management commences any legal action to collect any amount owed by any Club Member or to enforce any other liability of any Club Member to the Club, and if judgment is obtained by Management, the Club Member shall also be liable for all costs and expenses of such legal action to include outside collection agency costs and reasonable attorneys' fees, including any fees required in connection with appellate proceedings.

MAILING ADDRESSES

1. Each Club 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 and email address, and any changes thereto, where the Club Member wishes all notices and invoices of the Club to be sent. A Club Member shall be deemed to have received mailings from the Club on the date which is five (5) days after they have been mailed to the physical address on file with the Club or two (2) days after sent by email to the email address on file with the Club, provided that a hard copy is also sent to the Club Member's physical address on file with the Club. In the absence of an 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. Management must be notified in writing of any change of address. Failure to do so shall constitute a waiver of the right to receive notices, bulletins and any other communications, and a violation of these Rules and Regulations.

MEMBERSHIP CORRESPONDENCE

1. Complaints or suggestions concerning the management, service or operation of the Club should be in writing, signed by the Club Member and addressed to the Club Manager.

2. 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 Club Members are encouraged to participate.

2. The Club desires to encourage the use of the Club Facilities by Club 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 Club Members. Club 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 written consent of Management. 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 Management.

DISCIPLINE

1. Club Members are responsible for their own conduct and for the conduct of their family members and guests. Any Club Member whose conduct or whose family's or guest's conduct shall be deemed by Management to be likely to endanger the welfare, safety, harmony or good reputation of the Club, the Owner, the Owner's Affiliate, the Manager, or the Club Members, or is otherwise unlawful or improper, may be reprimanded, fined, suspended or expelled from the Club and have all privileges associated with the membership suspended or terminated by Management, in its sole and absolute discretion. Management 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 Application, (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 Management from time to time, (vi) abusing Club personnel or employees, or other Club Members or guests of the Club or the Resort, (vii) conviction of a felony, 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 Club, the Owner, the Owner's Affiliate, the Manager, or the Club Members.

2. Any Club 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 representatives of the Club to show cause why he or she should not be disciplined. If such Club Member desires to be heard, Management shall set a time and date (not less than 10 days thereafter) for a hearing. While such complaint is being considered by Management, the Club Member shall continue to enjoy the privileges of the Club. Notwithstanding the foregoing, Management may, in its sole and absolute discretion and without notice or a hearing, (i) immediately suspend some or all privileges associated with a membership and/or, (ii) after notice, terminate a Club Member for failure to pay, in a proper and timely manner, dues, fees or any other amounts owed to the Club.

3. Management may restrict or suspend some or all of a Club Member's, family member's and/or guest's privileges at the Club. If Management determines, in its sole and absolute discretion, that a Club Member's conduct or the conduct of his or her family or guest is improper, Management may terminate the membership, suspend or restrict the Club Member's membership privileges, or restrict the use privileges of the Club Member's family or guest whose conduct was improper. No Club Member is entitled, on account of any restriction or suspension, to any refund of any membership fee, dues or any other fees. During the restriction or

suspension, dues and other charges shall continue to accrue and as a condition of reinstatement as a Club Member in good standing shall be paid in full prior to reinstatement.

**LOSS OR DESTRUCTION OF PROPERTY OR INSTANCES OF
PERSONAL INJURY**

1. Each Club 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. Management 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 Management, 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 premises of the Club any property or furniture belonging to the Club without proper written authorization.

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

4. Any Club 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 Owner's Affiliate or Management, 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 Management, either on or off the premises of the Club, shall do so at his or her own risk. The Club Member and his or her family members and guests release and shall hold any manager of the Club Facilities or any portion thereof, the owner of the land on which the Club Facilities have been developed, the owner of the Vinoy Marina seabed, the Owner, the Owner's Affiliate, their affiliates, and their respective shareholders, directors, officers, members of any limited liability company, employees, representatives, agents and members of any advisory board or any committee (collectively, the "Indemnified Parties") harmless, from and with respect to, any and all loss, cost, claim, injury, damage or liability sustained or incurred by him or her, resulting therefrom or arising out of or incident to membership in the Club and/or from any act or omission of any of the Indemnified Parties. Any Club 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 the Regulations bring suit against any of the Indemnified Parties in connection with any event operated, organized, arranged or sponsored by Management 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.

RESERVATIONS AND CANCELLATIONS

1. Dinner reservations may be required as determined by Management. 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 10 persons will be accommodated on an “as available” basis. A 24-hour notice is requested for parties of more than 10 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 Club Member or committee shall plan or set dates for dining room activities without prior approval of Management.

SERVICE CHARGES

1. For the convenience of all Club Members, a service charge percentage, as determined from time to time by Management, may be added to all food and beverage and spa services. A Club Member may increase the service charge percentage by signing the ticket invoice and adding the amount of additional service charge as the Club Member deems appropriate.
2. Cash tipping is at your discretion.

CHILDREN

1. Unless permitted by Management, children under the age of 13 are not allowed at the Club Facilities unless accompanied and supervised by an adult. Management may designate certain playing times for juniors (players 18 years old or younger).
2. Children under the lawful drinking age are not permitted in any lounge unless accompanied by an adult.
3. Club Members are responsible for the conduct and safety of their children when enjoying the Club Facilities.
4. Management may restrict, limit or set designated times for access to certain Club Facilities by children.

ATTIRE

General Attire - It is expected that Club 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 Club Members will advise their guests of the dress requirements. Management 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, except in locker rooms and pool areas.

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. Mock polo shirts are the only non-collared shirts permitted. Tank tops, tee shirts, mesh shirts, sweat pants, warm-up suits, blue jeans, swim wear, short shorts, cut-offs, gym 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, or other athletic shorts are not permitted.
- Golf Shoes: Appropriate golf shoes are required for all golfers. Football, soccer or other large knobby spike shoes are not allowed. Tennis shoes or other soft sole shoes are subject to the approval of the golf professional on duty. Use of non-metal spikes of a type approved by the Club is mandatory.

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.

GUEST PRIVILEGES

Guest privileges may be extended under the rules established by Management from time to time. Guests are permitted to use the Club Facilities in accordance with the membership privileges of the sponsoring Club Member. Although it is the intention of the Club to accommodate guests without inconvenience to the Club Members, Management reserves the right to limit the number of guests that are sponsored by a Club Member on any given day or over the course of a membership year or portion thereof and the number of times a particular guest can use the Club Facilities. Management 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 Management, in its sole and absolute discretion. Management reserves the right, from time to time, to limit the availability of golf starting times for guests. All guests shall be either houseguests or day guests. A houseguest is defined as a guest temporarily residing in a

Club Member's residence without the payment of any type of consideration for the stay. All other guests of a Club Member shall be considered day guests.

DAY GUESTS

1. A particular person may use the Club Facilities, i.e. Golf, Tennis, Fitness and Pool Facilities as a day guest a maximum of six times each membership year, regardless of the sponsoring Club Member.

2. Day guests must be accompanied by the sponsoring Club Member while using the Club Facilities unless Management determines otherwise.

3. A particular individual using the Club Facilities as a guest must be registered by the sponsoring Club Member with the appropriate Club personnel. Management 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 Management.

4. Guest charges for any goods or services not paid for in cash or by approved credit card will be charged against the sponsoring Club Member's account.

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

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

HOUSEGUESTS

1. Houseguests must be registered by the sponsoring Club Member with the Membership Office, prior to the arrival of the guests. Application forms requesting houseguest privileges may be obtained from the Membership Office. Houseguest privileges will be extended to guests of a Club Member while that guest is residing in a Club Member's residence. To provide membership privileges for a houseguest, the sponsoring Club Member must initiate the application for houseguest membership at least five business days prior to the arrival date of the houseguest.

2. Guest cards for houseguests will be issued for the length of stay, up to a maximum of one week and eight weeks in aggregate in any Membership Year. At the expiration of the card, renewals of houseguest privileges will be granted at the discretion of Management.

3. Houseguests are permitted to use the Club Facilities unaccompanied by the Club Member in accordance with the rules and regulations adopted by Management 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 Management.
5. The sponsoring Club Member is not required to give up membership rights for the period of time the houseguest is in residence.
6. Houseguest charges for any goods or services not paid for in cash or by approved credit card will be billed against the sponsoring member's account.
7. The Membership Office must be notified of a cancellation at least two days prior to the arrival date of the houseguest. Failure to advise the Membership Office of a cancellation may result in the Club Member's club account being charged the full houseguest fee.
8. Houseguests must have their guest cards with them at all times while using the Club Facilities.
9. Management reserves the right to require identification by each houseguest.
10. Houseguest privileges may be limited by Management, from time to time, in the sole and absolute discretion of Management. Notice of such limitation will be given by the Club.
11. The sponsoring Club Member shall be responsible for the conduct of a houseguest while at the Club Facilities. If the manner, deportment or appearance of any houseguest is deemed to be unsatisfactory, the sponsoring Club Member shall, at the request of Management, cause such houseguest to surrender the guest card and leave the premises.

GENERAL GOLF RULES

1. The Rules of Golf as adopted by the United States Golf Association (USGA) together with the Rules of Etiquette as adopted by the USGA shall be the rules of the Vinoy 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.
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 marshal 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, Management 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 Management.
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, Management 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. No beverage coolers are permitted on the course unless provided by the Club.
16. "Discontinued Play" Policy: less than three holes played - full 18 hole credit; less than 12 holes played - nine hole credit.
17. 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.
18. Twosomes and singles shall be grouped with other players, if available, at the discretion of the pro shop.
19. 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.
20. 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. The Club staff shall assign the starting time depending on availability.
2. Starting times may be made in person or by phone during pro shop hours.
3. Starting time changes must be approved by the pro shop.
4. Members should notify the pro shop of any cancellation as soon as possible and acknowledge that they have been made aware of the Club's tee time cancellation policies.

REGISTRATION

1. All Members and guests must register in the pro shop before beginning play.
2. Failure to check in and register 10 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 Management's discretion.
2. Range balls are for use on the practice range 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.
5. Proper golf attire is required at all times on the practice ranges.
6. Lessons by unauthorized professionals are prohibited.

GENERAL GOLF CART RULES

1. The use of golf carts on paths is mandatory when posted.
2. The use of golf carts is mandatory during those times designated by the golf staff.
3. Golf carts shall not be used by a Club Member or guest on the Club Facilities without proper assignment and registration in the pro shop.
4. Golf carts may only be used on the golf course when the course is open for play.

5. Golf carts may only be operated by persons at least 16 years of age having a valid automobile driver's license.
6. Only two persons and two sets of golf clubs are permitted per golf cart.
7. Pull carts are permitted during walking hours.
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 Club Member, a family member or a guest of the Club Member shall be charged to the Club Member. Each Club 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 Club Member, his or her family members or guests or guests of the Vinoy Club, and shall reimburse the Owner's Affiliate and/or any operator of the Club for any and all damages any of them may sustain by reason of misuse.
13. Each Club Member accepts and assumes all responsibility for liability connected with operation of the golf cart. The Club 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 Club 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 USGA-approved handicaps may participate in 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 Club Member failing to turn in a score shall result in a score being posted that is equal to his or her 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, in its sole and absolute discretion, whether there are violations by Members in turning in their scores.

5. Management reserves the right to adjust handicaps for tournament play. Management also reserves the right to deny any Club 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 Golf 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 or her 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 19th hole.

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 marshals 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 United States Tennis Association (USTA) shall apply at all times, except when in conflict with the local rules or with any of the rules herein.

2. Court reservations may be made by phoning or visiting the pro shop. Reservations can be made in advance for court bookings based on the Club’s advance reservation policy then in effect. No standing reservations will be accepted.

3. All players must check in and register at the pro shop 10 minutes prior to their court time or the court will be released to the first name on the waiting list.

4. Any player who fails to cancel his or her reservation four hours prior to his or her scheduled court time or does not register 10 minutes prior to their court time may be charged a fee to be determined by Management.

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

6. Singles and doubles may each play on a court for 90 minutes, except for certain times designated by the pro shop.

7. Proper tennis attire and clay court shoes are required.

8. Smoking, including electronic cigarettes is not permitted on the tennis courts at any time.

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

10. 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.

11. Use of the tennis courts shall be subject to the control of the pro shop at all times. The pro shop staff 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 FITNESS RULES

1. All persons using the Health Club do so at their own risk and may be required to execute such forms releasing Management and the Owner's Affiliate from liability for their use of the Health Club 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 Health Club 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 Club Member from using the Health Club,

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 Health Club will be posted and may be changed from time to time.

6. A health questionnaire may be required before using the Health Club. No physician or nurse will be on duty.

7. All Members and their guests must sign in at the front desk.

8. Guest fees may be charged for use of the Health Club. If fees are established, the Club Member's account will be billed.

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

10. Casual workout attire is acceptable at the Health Club including tee-shirts, tank tops, gym shorts or warm-up pants for men; and leotards, tights, tee-shirts, tank tops, gym shorts or warm-up pants for women. Only aerobic or court shoes may be worn at the fitness facility and in the aerobics studio. No black-soled shoes shall be permitted at the fitness facility.

11. Pregnant women should not use the Health Club or Health Club activities that would elevate their core body temperature.

12. Smoking and alcoholic beverages are prohibited at the Health Club. No food or drink may be brought onto the premises.

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

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

15. Children under the age of 13 are not permitted to use the Health Club. Children ages 13 to 15 may use the Health Club while accompanied or supervised by an adult after completing the youth fitness certification program. Children ages 16 and 17 may utilize the Health Club without adult supervision provided they have completed the youth fitness certification program.

16. Horseplay, profanity, disruptive conduct and indiscreet behavior at the Health Club is strictly prohibited.

17. Electronic devices such as iPods, CD players and the like are permitted only when played at a sound level which is not offensive to other Members and guests.

18. All jewelry must be removed prior to exercising.

19. Members and their guests must exit the Health Club before placing or receiving cell phone calls.

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

GENERAL SWIM RULES

1. **USE OF THE POOLS AT ANY TIME IS AT THE SWIMMER'S RISK. EACH MEMBER AND GUEST MUST EXERCISE APPROPRIATE CAUTION, INCLUDING APPROPRIATE SUPERVISION OF CHILDREN. THE POOLS ARE MOST OFTEN NOT SUPERVISED BY LIFEGUARDS.** Any injuries or accidents should be reported to Club personnel immediately.

2. Members will be required to show their membership cards upon entering a pool area. Members must register their guests and are responsible for the payment of any appropriate charges as Management may determine from time to time.

3. Children under the age of 13 must be accompanied and supervised by an adult at all times.

4. Children who cannot swim must be accompanied by a parent or guardian at all times while in any of the pool areas.

5. Children not toilet trained must wear appropriate swim diapers. Regular diapers are not permitted.

6. Swimming is permitted only during designated hours. The pools are officially closed when a "CLOSED" sign is posted.

7. Members and guests are required to shower before entering a pool.

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

9. No food or beverages are allowed in the area of the pool facilities, other than as may be available for purchase from Resort operated facilities.

10. All swimmers must wear bona fide swimming attire. Cut-offs, dungarees, Bermuda shorts and thongs are not considered appropriate swimwear. Proper non-swim attire is required at all times in the clubhouses, other than in the locker rooms. Shoes, slippers or other foot coverings and caftans or shirts must be worn outside the swimming pool areas.

11. Electronic devices such as iPods, CD players and the like are permitted only when played at a sound level which is not offensive to other Members and guests.

12. Animals, bicycles, skateboards and coolers are not permitted in the pool areas.

13. Lifesaving and pool cleaning equipment should be used only for the purposes intended.
14. Running, ball playing and hazardous activities are not permitted in the pool areas. Pushing, dunking and dangerous games are prohibited.
15. Diving is not permitted unless otherwise indicated at a pool.
16. Fishing, spear fishing and snorkeling equipment, other than a mask and snorkel, are not to be used in the pool areas except as part of an organized course of instruction.
17. Throwing footballs, Frisbees, tennis balls, or other objects, spitting or spouting water, and tag games are not allowed in the pool areas. The pool staff has the authority to expel from the pool areas anyone who does not follow these rules or whose conduct is otherwise unbecoming of a Club Member.
18. All persons using pool furniture are required to cover the furniture with a towel when using suntan oils and lotions, as the use of these oils and lotions could stain or damage the furniture.
19. All persons using the swimming facilities are urged to cooperate in keeping the area clean by properly disposing of towels, cans, cigarettes, and all other trash in the proper receptacles.
20. Smoking is permitted only in designated areas.
21. Flotation devices are permitted for non-swimming 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. The pool staff has the authority to discontinue use of these toys upon the determination that they present a safety hazard or hinder the enjoyment of the pool by others. Tire inner tubes and floating mattresses are not permitted at any time.
22. Persons who leave a 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 area is prohibited.

GENERAL SPA RULES

1. All Members are entitled to participate in any Spa programs which may periodically be offered and to utilize all Spa services, amenities and facilities as they may exist from time to time, and subject to payment of any fees, space availability, and these Rules and Regulations, as they may exist from time to time.
2. Only persons 18 years of age or older are permitted in the Spa. Children under the age of 18 may be permitted to use the Spa facilities at the discretion of Management, and the written approval of their parents. Pets are absolutely prohibited in the Spa.

3. Operating Hours: Regular operating hours of the Spa will be posted at the Spa. From time to time, the hours of operation of the Spa may be changed or the Spa may be closed for necessary repairs or maintenance.

4. Club Members are permitted to bring guests to the Spa subject to the policies and procedures specified by the Club. A guest fee will be charged for each guest in addition to fees for the use of specific Spa services. All guests, upon entry to the Spa, must sign in and register.

5. All exercise classes and class times shall be determined by the Spa operator, and may be changed from time to time. Personal exercise trainers not employed by the Spa are not permitted to conduct personal exercise training programs at the Spa.

6. All Club Members must present their membership cards at the Spa reception desk and register before entry into or use of the Spa facility. Photo identification may be requested. Membership cards will be retained at the reception desk until the Club Members check out of the Spa.

7. Casual workout attire is acceptable. Cut-offs and/or torn garments shall not be permitted to be worn in any exercise areas of the Spa.

8. Smoking is not permitted at the Spa except in designated areas.

9. Club Members and their guests must exit the Spa before placing or receiving cell phone calls.

LOCKER ROOM FACILITIES

1. Club Members must check in at the locker room reception desk of the Spa.

2. Day lockers are available on a per visit basis. Locker keys must be returned at time of checkout. A fee will be charged for keys which are not returned.

3. We recommend you not bring valuables into the Spa. Each person entering the Spa assumes liability for the loss of any items stored in a locker or common closet.

4. For fire safety reasons, all clothing and personal articles must be stored in a locker or common closet in the locker room and not under benches or in the common areas.

ALL SERVICES

1. Cancellation: As a courtesy to other guests and to our therapists, we strictly adhere to the Spa Cancellation Policy. If you must reschedule or cancel your appointment, please notify us 4 hours in advance to avoid being charged 100% of the scheduled service. All appointments made on the same day of requested time, will be charged 100% for any cancellation requests. All spa packages require a 24 hour notification to avoid 100% cancellation fees.

2. We ask that you arrive 15 to 20 minutes prior to your service to relax and prepare for your treatment. If you are late for your appointment, it may be shortened to allow the therapist to be on time for the next appointment.

3. For your convenience, a gratuity may be added to the charge for each treatment.

RULES FOR OTHER CLUB FACILITIES

Management reserves the right to implement rules and regulations with respect to any other facilities, as they are added to the Club Facilities, in its sole and absolute discretion.