



DORADO BEACH

DORADO BEACH RESORT & CLUB

RULES AND REGULATIONS

Effective Date: September 15, 2023

TABLE OF CONTENTS

Preamble	1
General Club Rules.....	1
Membership Cards	3
Member Dues and Charges.....	4
Gratuities	5
Contact Information	5
Membership Correspondence	5
Club Services and Activities	5
Discipline	6
Anti-Harassment Policy.....	7
Loss or Destruction of Property or Instances of Personal Injury	10
Reservations and Cancellations.....	11
Children	11
Attire.....	11
Extended Family & Guest Privileges	12
Rental Guests.....	13
General Golf Rules.....	14
Hours of Play.....	15
Golf Starting Times.....	15
Registration.....	16
Practice Range	16
General Golf Cart Rules.....	16
Private Golf Cart Rules	17
Handicaps	19
Golf Course Etiquette.....	19
General Pool Rules	20
General Rules for The Watermill.....	22

PREAMBLE

These Rules and Regulations for Dorado Beach Resort & Club (the "Club") are intended to be a guide to the use of the Club Facilities referenced in the Membership Plan. They are not intended to deal with all conceivable issues that may be presented for governance. These Rules and Regulations are established by the Club to protect the Club Facilities and to promote the health, safety, welfare and enjoyment of the members, their families and guests and all other persons using the Club Facilities. The Club is committed to providing all members and their guests with an enjoyable club experience. To uphold these standards, members and guests are expected to act in a manner consistent with good taste. Where these Rules and Regulations refer to the Club taking action or having certain rights, DBR Dorado Owner, LLC, DBR Cerromar Owner LLC, as the owners of the Club (the "Club Owners"), and/or Dorado Beach Golf Management LLC, as the manager of the Club (the "Club Manager"), and/or any of the affiliates of the foregoing (the Club Owners and the Club Manager, and their respective affiliates, hereinafter collectively referred to as, the "Company") doing business as the Club, shall have the right to take such action and shall have such rights.

THE CLUB MAY AMEND THESE RULES AND REGULATIONS FROM TIME TO TIME AS IT DETERMINES APPROPRIATE IN ITS SOLE AND ABSOLUTE DISCRETION.

GENERAL CLUB RULES

1. Members, their families and their guests shall abide by all rules and regulations of the Club as they may be amended from time to time.
2. The Club Facilities shall be open on the days and during the hours as may be established by the Club. Areas of the Club may also be closed for scheduled maintenance and repairs or for any other reason determined by the Club in its sole and absolute discretion. The Club reserves the right to close the golf courses and clubhouses to hold promotional events and tournaments or for any other reason determined by the Club in its sole and absolute discretion. Certain areas of the Club may be designated as "member only" facilities.
3. Performance by entertainers will be permitted on the Club Facilities only with the permission of the Club.
4. Dining room activities for groups will be permitted only with the permission of the Club.
5. Alcoholic beverages will not be served or sold, nor permitted to be consumed, at the Club in any manner prohibited by state or local law. The Club reserves the right, in its sole and absolute discretion, to refuse service to a member or guest when that member or guest appears to be intoxicated.
6. All food and beverages consumed on the Club Facilities must be furnished by the Club unless otherwise permitted.

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

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

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

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

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

12. Dogs or other pets (with the exception of those assisting persons with disabilities) are not permitted in the buildings or pool areas of the Club Facilities, except with the permission of the Club. Where dogs or other pets are permitted in the buildings or pool areas of the Club Facilities and in any other areas of the Club where dogs or pets may be permitted including, without limitation, green areas, trails, roadways and paths, they must be on a leash and under control at all times. Members are responsible for damage or injury caused by an animal owned or controlled by the member or its guests.

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

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

15. Self-parking is permitted in areas identified as such. No parking will be allowed on grassed areas. "No Parking" signs must be observed. Vehicles parked in violation of "No Parking" signs may be towed, immobilized by wheel clamps, boots or otherwise, or subject to other remedies as well as fines, all at the owner's expense.

16. Smoking is not permitted in any of the Club Facilities unless the Club specifically designates areas within the Club Facilities for such purposes.

17. Please use proper cell phone etiquette so as not to interfere with another member's use and enjoyment of the Club Facilities. Cell phone use is permitted only in designated areas.

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

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

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

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

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

MEMBERSHIP CARDS

1. The Club will issue a membership card to the member and the other members of his or her family who are eligible for membership privileges. Membership cards will include the member's or member's family member's name, club account number and such other information as may be determined by the Club in its sole and absolute discretion. Membership cards will be issued at the Club's sole and absolute discretion and only upon payment of dues by the member. Membership cards will only be issued to those children eligible for immediate family privileges as per the Membership Plan. 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 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 members at the address designated by the member or held for pick-up at the Membership Office as determined by the Club.

5. In the event of a lost or stolen membership card, the Club must be notified immediately. The member's card will be canceled and the Club will issue a new membership card. Until notification of card loss or theft is received in writing by the Club, the member shall be responsible for all charges placed on the account. A card replacement fee as determined by the Club may be charged for lost or stolen membership cards or in any situation where the club account number is changed.

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

7. The Club reserves the right to give charging privileges to caregivers who accompany members or member's immediate family upon the written request of the member and assumption by the member of responsibility for the charges.

8. The Club reserves the right to deny access to any member without a valid membership card.

MEMBER DUES AND CHARGES

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

2. All members shall provide the Club with one credit card to which the member authorizes the Club to charge dues, fees and charges and the member shall substitute such credit card with another credit card when it expires. An invoice of the member's monthly dues and any incurred fees or incidental charges will be sent to the member by the tenth (10th) day of each month and will be payable upon receipt. The amount due will be automatically charged against the member's credit card on file if not paid by check within 15 days of the invoice date. The member will be entitled to charge privileges at the Club so long as his or her membership is in good standing. Cash payments may be permitted in the discretion of the Club from time to time.

3. The credit card company shall pay the monthly dues and any unpaid fees and charges to the Club, as applicable. All members agree to promptly pay directly to the Club any amounts not paid or rejected by the credit card company upon written notice from the Club to the member. Interest will be payable as follows: the lower of (i) 9% per annum on the entire past due balance, if not in excess of \$3,000 and 8% per annum on the entire past due balance, if in excess of \$3,000, and (ii) the maximum rate permissible under applicable law. The member shall be obligated to keep a valid approved credit card on file with the Club at all times.

4. If the member fails to pay any amounts not paid or rejected by the credit card company within 30 days after written notice from the Club to the member, the Club shall have the right to suspend membership privileges in the Club at any time until the delinquent account is paid in full and/or charge the member's credit card on file with the Club for the amount owed. Continued delinquency for a period of 90 days from the date of written notice from the Club, or repeated incidents of delinquency by the member, may result in termination of membership in the Club.

5. 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.

6. If the club account of any member is delinquent, the Club may in its sole and absolute discretion take whatever action it deems necessary or convenient to effect collection, including without limitation, suspension or termination of a membership or legal action. If the

Club commences any legal action to collect any amount owed by any member or to enforce any other liability of any member to the Club, and if judgment is obtained by the Club, the member shall also be liable for all costs and expenses of such legal action and reasonable attorneys' fees, including any fees required in connection with appellate proceedings.

GRATUITIES

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

CONTACT INFORMATION

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

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

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

MEMBERSHIP CORRESPONDENCE

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

CLUB SERVICES AND ACTIVITIES

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

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

3. Private functions are permitted at the Club only with prior permission of the Club. The individual sponsoring the function shall assume full responsibility for the conduct of guests and the removal of any decor. The sponsor of the function shall be responsible for any damage to the Club Facilities and for the payment of any charges not paid by individuals attending the private function. The Club may require that the individual sponsoring the function procure insurance policies with coverage amounts and containing such terms and conditions determined by the Club in its sole and absolute discretion.

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

DISCIPLINE

1. Members are responsible for their own conduct and for the conduct of their family members and guests. If the Club, in its sole and absolute discretion, determines that a member, or the conduct of such member or of his or her family or guests, is likely to adversely affect the welfare, safety, harmony or good reputation of the Club or its members or is otherwise improper, the Club may expel the member; terminate, suspend or restrict the member's membership privileges; and/or restrict the use privileges of the member's family or guests. The Club shall be the sole judge of what constitutes grounds for termination, expulsion, suspension or restriction of a member or his or her family or guests, but such grounds include, without limitation: (i) failing to meet eligibility for membership, (ii) submitting false information on the Membership Agreement, (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 Membership Plan, the Rules and Regulations of the Club and the Membership Agreement, each as in effect from time to time, (vi) abusing Club personnel or employees, other members or their guests, or any other person, (vii) conviction of a felony (member, spouse or family member), and (viii) acting in a manner incompatible with the highest standard of conduct of the existing membership or acting in a manner with a standard of conduct which the Club determines would likely injure the reputation of the Club or its members.

2. Any member accused of improper conduct shall be notified of the Club's proposed disciplinary action and shall be given an opportunity to be heard by the Club to show cause why he or she should not be disciplined. If such member desires to be heard, the Club shall set a time and date (not less than ten days thereafter) for a hearing. Subject to the Club's sole and absolute discretion, while such complaint is being considered by the Club, the member may continue to enjoy the privileges of the Club. Notwithstanding the foregoing, the Club may, without notice and without a hearing, immediately suspend some or all privileges associated with a membership and/or, after notice, terminate or expel a member for failure to pay in a proper and timely manner dues, fees or any other amounts owed to the Club as set forth herein.

3. The Club may restrict or suspend some or all of a member's, family member's and/or guest's Club privileges. If the Club determines that a member's conduct or the conduct of his or her family or guest is improper, the Club may expel the member, suspend or restrict the member's membership privileges, or restrict the use privileges of the member's family or guest whose conduct was improper. No member is entitled, on account of any restriction or

suspension, to any refund of any membership initiation fees, transfer fees, deposits, dues or any other fees or charges. During the restriction or suspension, dues and other charges shall continue to accrue and shall be paid in full prior to reinstatement as a member in good standing.

4. The membership of any member who has been expelled hereunder shall be deemed resigned. All membership privileges shall cease upon expulsion from the Club.

5. No member is entitled on account of any termination, restriction or suspension, to a refund of any membership initiation fees, transfer fees, deposits, dues or any other fees or charges. During any restriction or suspension, dues and other charges shall continue to accrue and shall be paid in full prior to any reinstatement as a member in good standing.

6. In the event that the Club terminates or expels a Covenant Type Legacy Member, the Dorado Beach Legacy Membership will be deemed resigned and will be reactivated to the subsequent purchaser of the residence upon payment of the applicable transfer fee and any and all other amounts owed under such membership. The terminated member's obligation to pay dues with respect to the membership shall continue until the closing on the sale of the member's residence subject to the Covenant Type Legacy Membership but such terminated member shall not have any access or use privileges to the Club Facilities or any other privilege afforded to the members by the Club.

7. ANYTHING HEREIN TO THE CONTRARY NOTWITHSTANDING, THE CLUB RETAINS THE ABSOLUTE RIGHT TO TERMINATE THE MEMBERSHIP OF A MEMBER FOR ANY REASON OR NO REASON AS THE CLUB DETERMINES IN ITS SOLE AND ABSOLUTE DISCRETION.

ANTI-HARASSMENT POLICY

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

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

Explanation of Sexual Harassment

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

1. unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature where, either explicitly or implicitly, submission to such conduct is considered a term or condition of an individual's continued employment; or
2. making submission to or rejection of such conduct the basis for employment/membership decisions affecting the employee or Member; or
3. where such conduct has the effect of unreasonably interfering with an individual's work performance, or creates an intimidating, hostile or offensive work or social environment.

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

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

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

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

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

Reporting a Complaint

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

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

- Notification of Appropriate Persons

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

- Timeframe for Reporting Complaint

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

- Protection Against Retaliation

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

Investigating and Resolving the Complaint

- Investigation/Confidentiality

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

- Resolution of Complaint/Disciplinary Actions

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

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

- termination of employment
- termination of membership

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

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

LOSS OR DESTRUCTION OF PROPERTY OR INSTANCES OF PERSONAL INJURY

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

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

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

4. Any member, family member, guest or other person who, in any manner, makes use of or accepts the use of any apparatus, appliance, facility, privilege or service whatsoever owned, leased or operated by the Club, including without limitation, the use of golf carts, or who engages in any contest, game, function, exercise, competition or other activity operated, organized, arranged or sponsored by the Club, either on or off the Club's premises, shall do so at his or her own risk. The member and his or her family members and guests shall hold the Company, any manager of the Club Facilities, any manager of onsite lodging facilities, their affiliates, their successors and assigns and their respective shareholders, partners, directors, officers, members, employees, representatives, agents and members of the Club's Member Advisory Committee (collectively, the "Indemnified Parties") harmless from any and all loss, cost, claim, injury, damage or liability sustained or incurred by him or her, resulting from the use of the Club Facilities, including without limitation, the wearing of golf shoes with soft spikes or spikeless shoes, or otherwise, arising out of or incident to membership in the Club and/or from any act or omission of any of the Indemnified Parties. Any member shall have, owe and perform the same obligation to the Indemnified Parties hereunder in respect to any such loss, cost, claim, injury, damage or liability sustained or incurred by any guest or family member.

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

RESERVATIONS AND CANCELLATIONS

1. Restaurant reservations may be required as determined by the Club. Members are asked to assist in maintaining required service levels by making reservations for dining prior to 5:00 p.m. on the day involved. Reservations for parties of more than ten persons will be accommodated on an "as available" basis. A 24 hour notice is requested for parties of more than ten persons and a set menu should be arranged whenever possible. The courtesy of providing notice of necessary changes or cancellations is requested no later than 3:00 p.m. on the day involved.

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

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

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

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

CHILDREN

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

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

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

ATTIRE

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

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

- Men: Shirts with collars and sleeves or turtle necks and slacks or Bermuda shorts of mid-thigh length are considered appropriate attire. Tank tops, tee shirts, mesh shirts, sweat pants, warm-up suits, blue jeans, swim wear, short shorts, cut-offs, gym shorts, 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: Shoes with metal spikes are not allowed at the Club. Shoes with "soft spikes" or spikeless shoes must be worn by all golfers.

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

GUEST PRIVILEGES

Guest privileges and privileges for extended family which are those that do not fall within the definition of immediate family, may be extended under the rules established by the Club from time to time. Extended family members shall be subject to the same rules applicable to guests of a member. Although it is the intention of the Club to accommodate a member's guests without inconvenience to the members, the Club reserves the right to prohibit or limit the number of guests that are sponsored by a member on any given day. The Club shall establish from time to time the rate of the daily guest fees, charges and the rules and regulations for use of the Club Facilities by guests. Guest privileges may be denied, withdrawn or revoked at any time for any reason or no reason, as determined by the Club in its sole and absolute discretion. The Club reserves the right, from time to time, to limit the availability of golf starting times for guests. The following rules and policies shall apply to guests:

1. The Club reserves the right to determine from time to time the maximum number of times a particular guest may use the Club Facilities as a guest of a member during each membership year.
2. All guests must be accompanied by the sponsoring member while using the Club Facilities unless the Club determines otherwise.
3. A particular individual using the Club Facilities as a guest must be registered by the sponsoring member with the Club. The Club reserves the right to require identification by each guest. Guests will be charged guest fees for use of the Club Facilities as determined from time to time by the Club.

4. 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.

5. Guests may not pay for services, articles, beverages and meals, or any other purchases (other than as may be otherwise permitted from time to time by the Club in its sole and absolute discretion). All charges must be paid by the member.

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

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

8. Caregivers must be accompanied by a member or a member's immediate family at all times. The Club reserves the right to limit the number of caregivers per member or impose additional requirements or fees for their access to Club Facilities.

HOUSE GUESTS

1. Renters of a residence in the DBR Community subject to a Legacy Membership in good standing for less than three (3) months (hereinafter referred to as "House Guests") may use the Club Facilities as set forth in the Membership Plan and these Rules and Regulations.

2. House Guests must pay the amenities access and use fees to use the Club Facilities as established by the Club from time to time and be registered with the Club by the sponsoring owner of the residence subject to the Legacy Membership in advance of their arrival by submission of such forms and compliance with such procedures as established by the Club from time to time.

3. All fees, charges and expenses incurred by House Guests or their invitees shall be the sole responsibility of the sponsoring Legacy Member and charged to his or her account. The House Guest shall be jointly and severally ("*solidariamente*") responsible for all such fees, charges and expenses. The Club reserves the right to request a valid credit card from House Guests to ensure the payment by the member of all of the foregoing.

4. House Guests must keep the temporary identification card issued by the Club with them at all times while using the Club Facilities.

5. The Club may reserve tee times for House Guests.

6. The Club reserves the right to restrict the use privileges by House Guests or a specific House Guest in its sole and absolute discretion.

7. The Club may refuse access to House Guests who engage in improper conduct as determined by the Club from time to time in its sole and absolute discretion.

GENERAL GOLF RULES

1. The Rules of Golf as adopted by the USGA including the etiquette and behavior on the course as adopted by the USGA shall be the rules of the Club, except when modified by any local rules or with any of the rules herein.
2. "Cutting-in" is not permitted at any time. All players must check in with the starter. Under no circumstances are players permitted to start play from residences.
3. Practice is not allowed on the golf course. The practice facilities should be used for all practice.
4. Speed of play: It is the goal of all players to complete their round in four hours. This amount of time is more than adequate, provided all players remain aware of the rights of others to play without delay. It is the responsibility of each group to keep pace with the group ahead. If a group falls one complete hole behind the group ahead, the group should allow the following group to go through. It is each group's responsibility to be observant of its position on the course and keep pace. The ranger has the authority to keep play moving at the proper pace for all players' enjoyment. Players unable to keep proper pace may be requested to leave the course.
5. If a player is repeatedly warned for slow play, the Club may take such action as it deems appropriate, including without limitation, restricting the person's use of the golf course during certain times of the day.
6. All players who stop after playing nine holes for any reason must occupy the next tee before the following players arrive at the tee or they shall lose their position on the golf course and must get permission from the starter to resume play.
7. All tournament play must be coordinated in advance by the Golf Professional staff.
8. Enter and leave bunkers at the nearest level point to the green and smooth sand over with a rake upon leaving. Rakes should be left outside bunkers and out of line of play.
9. Repair your ball mark and any others on the green.
10. Repair your divots by filling with sand from bottle provided.
11. Searching for balls other than those played by members of the group is not allowed on the course at any time.
12. Each player must have his or her own set of golf clubs.
13. Proper golf attire is required for all players, as previously described.
14. If lightning is in the area, all play shall cease. Although the pro shop staff may warn players about lightning in the area, of which it is aware, the Club does not assume any duty to detect lightning and warn them. If Club personnel warn players about potential lightning in the area, players must stop play immediately.

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

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

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

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

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

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

21. Groups of five or more players are not permitted on the golf course.

22. Walking is permitted during times designated by the pro shop.

HOURS OF PLAY

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

GOLF STARTING TIMES

1. All players must have a starting time reserved through the pro shop. The 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. Players who fail to cancel their starting time 24 hours prior to their scheduled starting time may be charged a fee for the unused rounds as determined by the Club from time to time and may lose advance sign-up privileges.

5. Members should notify the pro shop of any cancellation as soon as possible.

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

7. The Club reserves the right to implement a members only golf course rotation system in the Club's sole discretion.

REGISTRATION

1. All members and guests must register in the pro shop before beginning play and all members shall present their membership cards at registration.
2. Failure to check in and register ten minutes prior to a reserved starting time may result in assignment of another starting time or cancellation, at the discretion of the pro shop staff.

PRACTICE RANGE

1. The practice range is open during normal operating hours as posted in the pro shop. The practice range may be closed for general maintenance at the Club's discretion.
2. Range balls are for use on the practice range and may not be used on the golf course. You may not use your own golf balls on the driving range.
3. Golf carts are not permitted in the practice range area. Parking of golf carts is allowed in designated areas.
4. Balls must be hit from designated areas. No hitting is permitted from the rough or sides of the practice range.
5. Proper golf attire is required at all times on the practice range.
6. Ball shaggers are not permitted.
7. Lessons by unauthorized professionals are prohibited.

GENERAL GOLF COURSE GOLF CART RULES

1. Golf carts shall not be used by a member or guest on the Club Facilities without proper assignment and registration in the pro shop.
2. Golf carts may only be used on the golf course when the course is open for play.
3. Golf carts may only be operated by persons at least 16 years of age who comply with any educational, technical or other requirements adopted by the Club from time to time in its sole and absolute discretion, or such lower age as the Club may permit, and subject to compliance with any requirements therefor adopted by the Club, from time to time in its sole and absolute discretion.
4. Only two persons and two sets of golf clubs are permitted per golf cart.
5. Pull carts are permitted during specified times for walking.
6. Obey all golf cart traffic signs.
7. Always use golf cart paths where provided.

8. Be careful to avoid soft areas on fairways, especially after rains. Use the rough whenever possible.

9. Never drive a golf cart through a hazard, teeing ground or on or near a green. Carts should be kept at least 10 yards from such areas.

10. Operation of a golf cart is at the risk of the operator. Persons who are or appear to be legally intoxicated may not operate a golf cart. Cost of repair to a golf cart which is damaged by the member, a family member or a guest of the member shall be charged to the member. Each member shall be held fully responsible for any and all damages, including damages to the golf cart, that are caused by the misuse of the golf cart by the member, his or her family members or guests, and shall reimburse the Club and/or any operator of the Club for any and all damages the Club may sustain by reason of misuse.

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

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

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

PRIVATE GOLF CART RULES

The use of private golf carts within the Dorado Beach Resort is at the Club's sole and absolute discretion and their use and access to the Club Facilities or any other part of the Dorado Beach Resort may be modified, revoked, limited, suspended, relocated or terminated at any time for any or no reason as determined by the Club or the Company in their sole and absolute discretion.

The following rules and regulations apply to the operation of privately-owned golf carts in the Dorado Beach Resort:

1. Private golf carts are permitted on the Club trails subject to these Rules and Regulations and such other rules and regulations established by the Club from time to time in its sole and absolute discretion. The right to use a private golf cart is a non-transferable and non-assignable personal right. Private golf carts must be registered with the Club and may be used only by persons authorized by the Club from time to time in its sole and absolute discretion.

2. Private golf carts must be annually approved by the Club as complying with the appearance, mechanical and other standards set forth herein and as may be determined from time to time by the Club in its sole and absolute discretion. The Club may require routine maintenance to be performed on privately-owned golf carts.

3. The Club will establish from time to time the safety specifications that all privately-owned golf carts must meet. All privately-owned golf carts must include a rearview mirror, lights, reflectorized warning devices in both the front and rear of the golf cart and any other safety equipment required by the Club from time to time.

4. No commercial designs, names or logos or any non-commercial design, name or logo which does not conform to the standards of the Club, as determined by the Club in its sole and absolute discretion, are permitted on private golf carts.. All private golf carts shall be four wheeled, electrically powered, and comply with the Golf Cart Policy adopted by the Club from time to time which may, among other things, provide specifications for the following:

- design;
- color;
- model;
- speed limits; and
- size.

5. All golf cart owners agree to comply with the rules and regulations established by the Club in its sole and absolute discretion as they may be amended from time to time.

6. A fee for privately-owned golf carts will be established, and may be changed, from time to time, by the Club. The fee is non-refundable.

7. All golf cart owners shall be required to sign a release of liability agreeing to hold the Company, the Club and affiliates harmless as a result of any loss or damage relating to the operation of the golf cart.

8. Each year a resident using a private golf cart shall be required to provide the Club with a certificate of insurance stating that the operation of the golf cart is covered by a liability insurance policy of the resident with policy limits in such amounts determined by the Club from time to time. The resident shall name as an additional insured on such policy those parties requested by the Club from time to time and shall require that such policy provide that it can only be cancelled upon 30 days prior written notice to the Club. The policy shall also comply with any other requirements set forth by the Club from time to time in its sole and absolute discretion.

9. Members using a private golf cart will be held fully responsible for any and all damages caused by the misuse of the golf cart by the member, his or her family or guests and any other users of the golf cart, and the member shall reimburse the Club for any and all damages the Club may sustain by any reason including without limitation, damage to other golf carts or property and injury to persons.

10. In the event a golf cart operator is involved in an accident resulting in an injury or property damage, the operator must immediately notify the relevant 'security force and the appropriate law enforcement agency.

11. Private golf carts are only permitted to be used on or in the Dorado Beach Resort upon the execution of a private golf cart agreement with the Club.

12. Private golf carts are not permitted to be used on any of the golf courses.
13. An identification number and a yearly decal will be issued to private golf cart owners upon the signing of a private golf cart agreement, providing of a certificate of insurance, complying with the required golf cart specifications and payment of a fee to the Club. Annual decals should be placed on the front of the golf cart in clear view.
14. Residents using a private golf cart are required to ensure that their private carts are restricted to drivers who will operate the cart in a safe, prudent manner and in accordance with all governmental regulations. Private golf carts may only be operated by persons who have complied with the educational, technical or other requirements adopted by the Club from time to time in its sole and absolute discretion. Drivers must be at least 16 years of age to drive upon the golf course or such lower age as the Club may permit, and subject to compliance with any requirements therefor adopted by the Club, from time to time in its sole and absolute discretion.
15. Golf cart storage areas or facilities which may exist in the Dorado Beach Resort from time to time do not constitute part of the Club Facilities and are in no way a part of the Club. Should the Company, in its sole and absolute discretion, offer golf cart storage areas or facilities the same shall be subject to a separate agreement between the golf cart owner and the Company and shall not be subject to the Membership Plan or these Rules and Regulations. Neither the Club nor the Company are under any obligation to provide parking or storage for private golf carts.
16. No access to the Dorado Beach Resort or Club Facilities will be granted to golf carts from public streets regardless of whether or not they have a state issued license plate or other authorization.
17. Violations of these Rules and Regulations may result in the revocation of private golf cart privileges, fines or other discipline as set forth herein.
18. The Club reserves the right at any time, in its sole and absolute discretion, to prohibit the use of speakers on golf carts or to regulate the volume of the same.

HANDICAPS

1. Handicaps are computed under the supervision of the pro shop in accordance with the current USGA Handicap System (GHIN).
2. All members and their guests with a USGA approved handicap may participate in Club tournaments. All handicaps submitted may be reviewed by the pro shop.
3. Members are responsible for turning in all their scores on a daily basis. Any member failing to turn in a score shall result in a score being posted that is equal to their lowest score on record. The pro shop shall assist any members needing help with the posting procedures.

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

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

GOLF COURSE ETIQUETTE

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

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

2. The time required to "hole out" on and around the green is a chief cause of slow play. Study and clear the line of your putt while others are doing the same. Be ready to putt when it is your turn. When left with a short putt, finish putting rather than marking the position of the ball.

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

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

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

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

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

GENERAL POOL RULES

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

2. Everyone wishing to use the pool facilities must first register and present their membership card before entering the pool area. Members must register their guests and are

responsible for the payment of any appropriate charges as the Club may determine from time to time.

3. Children 12 years and younger 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 the pool area.

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

6. Swimming is permitted only during designated hours. Pools may be closed by the Club at any time for any reason whatsoever.

7. Showers are required before entering the pool.

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

9. Food is allowed only in designated areas of the pool facilities.

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

11. Radios, televisions, computers, telephones and the like are permitted only when used with personal audio devices and cannot be heard by other members and guests.

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

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

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

15. Diving is prohibited.

16. Fishing, spear fishing and snorkeling equipment, other than a mask, snorkel and fins, are not to be used in the pool area except as part of an organized course of instruction.

17. Throwing footballs, frisbees, tennis balls, or other objects, spitting or spouting water, and tag games are not allowed in the pool area. 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.

18. Swimming parties may be arranged through the Club in advance of the occasion.
19. 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.
20. All persons using the pool area are urged to cooperate in keeping the area clean by properly disposing of towels, cans, and all other trash in the proper receptacles.
21. Flotation devices are permitted for nonswimming children up to five years of age. Air mattresses or tire inner tubes are not permitted at any time unless the same are supplied by the Club.
22. Persons who leave the pool area for over 30 minutes must relinquish lounges and chairs by removing all towels and personal belongings. Saving chairs for persons absent from the pool area is prohibited.
23. The pool staff has the authority to expel from the pool area anyone who does not follow these Pool Rules or whose conduct is otherwise unbecoming of a member.

GENERAL RULES FOR THE WATERMILL AT PLANTATION VILLAGE

1. Members must check-in with the Concierge upon arrival and present their membership ID card to gain entrance to The Watermill at Plantation Village. Members must register their guests with the Concierge and are responsible for the payment of any appropriate charges as the Club may determine from time to time. Plantation condominium residence owners are entitled to bring four guests a day without payment of any guest charges. Bracelets will be issued to each attendee.
2. Members whose accounts are past due will be denied entry.
3. The Club reserves the right to charge an entrance fee to use The Watermill at Plantation Village.
4. Entry into The Watermill at Plantation Village is at the discretion of the staff.
5. There is no lifeguard on duty. Use of The Watermill at Plantation Village facilities is at the patron's own risk. Any injuries or accidents should be reported to the attendant immediately.
6. Individuals with health conditions or who are pregnant should consult a physician prior to using the facility.
7. All guests must be accompanied by the member and the member must remain at the facility with their guests. Further, all guests are to behave in a family-friendly manner. Profanity and unruly behavior are offensive to guests and may be cause for ejection. Guests are not permitted to bypass others in line, or exit the line and return to the same place for any reason. Guests exiting a line must go to the back of the line if they choose to return.

8. The Club reserves the right to close The Watermill at Plantation Village or certain sections of The Watermill at Plantation Village for private functions. A covered pavilion is available for hosting private events. If you are interested in hosting a social or corporate event, please contact the Club's sales office at (787) 626-1030.

9. The Club reserves the right to limit the number of guests at any time, including limiting access to members and their immediate family members only.

10. The Club reserves the right to limit access to The Watermill at Plantation Village facilities to holders of reservations and to limit the number of reservations that members may make on any given day.

11. All groups bigger than 10 or such other number established by the Club from time to time must have a reservation to use The Watermill at Plantation Village and are recommended four weeks in advance. Reservations can be made by calling the Club's sales office. Groups must have a 5 to 1 ratio of children to adult chaperones, or such other number determined by the Club from time to time, to use The Watermill at Plantation Village. Chaperones should be dressed to get wet.

12. Children must shower completely before entering The Watermill at Plantation Village.

13. Proper swimming attire is required to utilize The Watermill at Plantation Village. Proper attire must be worn at all times, no jean shorts, cutoffs, thongs or clothing with rude, vulgar or offensive language or graphics. Admission to The Watermill at Plantation Village may be denied if clothing is deemed by management to be inappropriate.

14. Parents are advised to wear clothing that can get wet. They also must shower completely if they want to accompany their children as they play in the water, or they must stay dry in designated areas.

15. Surfaces are slippery when wet, please watch your step and do not run in the facility.

16. Water depth varies throughout the facilities; no diving permitted.

17. Some attractions have height restrictions.

18. Children under 16 must be accompanied by an adult at all times.

19. Young children still in diapers must wear disposable swimming diapers for entry into The Watermill at Plantation Village. This will be checked by the staff.

20. Inflatable floatation devices such as rafts and tubes will not be allowed into The Watermill at Plantation Village. Personal floatation devices (PFD's) are available free of charge at The Watermill at Plantation Village. **PFD's brought into The Watermill at Plantation Village must be approved before use.**

21. Food and beverage is available for purchase. All purchases will be charged to the member's account. No cash or credit cards will be accepted. Coolers and outside food and beverage are not permitted to be brought into The Watermill at Plantation Village.

22. Dogs or other pets (with the exception of those assisting persons with disabilities) are not permitted in The Watermill at Plantation Village, except with the permission of the Club. Where dogs are permitted, they must be on a leash and under control at all times. Members are responsible for damage or injury caused by an animal owned or controlled by the member or its guests.

24. The following items are not permitted at The Watermill at Plantation Village at any time:

- a. Lawn chairs and folding chairs;
- b. Magic markers, spray paint and aerosol cans;
- c. Glass bottles or any other glass items;
- d. Knives or chains;
- e. Fireworks and explosives;
- f. Firearms or ammunition; or
- g. Chemical weapons, including mace and pepper spray.

25. Loose articles are not permitted on rides or in pools and should be left with non-riders. The Watermill at Plantation Village management and its employees are not responsible for lost or stolen items. Personal items that are lost in The Watermill at Plantation Village areas should be reported to The Watermill at Plantation Village manager's office. All loose articles which cannot be secured must be left with a non-rider prior to entering the water.

26. There is an inherent risk in participating in any amusement ride. The Club expects riders to exercise good judgment and act in a responsible manner. Guests must also obey all oral and written warnings. Guests who do not comply with ride rules may be expelled from The Watermill at Plantation Village. Please refer to specific guidelines posted at the entrance of every ride.

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

All Rules and Regulations are subject to change from time to time at the Club's sole and absolute discretion without notice.

THESE RULES AND REGULATIONS SUPPLEMENT, BUT DO NOT AMEND, THE MEMBERSHIP PLAN OF THE CLUB AND THE MEMBERSHIP AGREEMENTS.

CAPITALIZED TERMS USED AND NOT OTHERWISE DEFINED HEREIN HAVE THE SAME MEANING AS THE DEFINED TERMS IN THE MEMBERSHIP PLAN. IN THE EVENT OF ANY CONFLICT BETWEEN THESE RULES AND REGULATIONS AND THE MEMBERSHIP PLAN, THE MEMBERSHIP PLAN SHALL CONTROL.