

BEACHWALK CLUB

RULES AND REGULATIONS

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PREAMBLE

These Rules and Regulations for Beachwalk Club, Inc. (the "Club") are intended to be a guide for the use of the Member Amenities described in the Club Documents. They are not intended to deal with every conceivable issue that may arise. These Rules and Regulations are general guidelines to protect the Member Amenities and to promote the health, safety, welfare and enjoyment of the Club Members, their Families and Guests, employees and any other individuals using the Member Amenities. Unless otherwise provided, these Rules and Regulations shall apply to all Club Members, their Family, Guests, and any other individuals permitted to use the Member Amenities. The Club is committed to providing all such individuals with an enjoyable club experience. To uphold these standards, individuals using the Member Amenities are expected to act in a manner consistent with appropriate Club etiquette. The Club may amend these Rules and Regulations from time to time as it determines appropriate, in accordance with Club Documents.

Capitalized terms used, but not defined, in these Rules and Regulations shall have the same meaning set forth in the Club Declaration. Where these Rules and Regulations refer to the Club taking action or having certain rights, the Club and/or its designees, including the general manager and/or Club Management, shall have the right to take such action and shall have such rights.

GENERAL CLUB RULES

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

2. Each and every Club Member may call any infraction of a rule to the attention of another person in a courteous manner but shall have no right to enforce or discipline the person whom the Club Member believes is violating a rule. No further action may be taken by such Club Member at that time. The incident or infraction, however, should be reported by the Club Member to the general manager so that a record may be maintained of any repeating violators. The Club shall determine when a violation or repeated violations require further action.

3. Violations of the rules may initiate a reprimand and, if required, further action. Repeated violations may result in fines and/or suspension of privileges in accordance with the Club Declaration.

4. The foregoing procedures applying to infractions of rules shall not affect any other action by the Club authorized pursuant to the Club Documents.

5. The Member Amenities 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. The Club reserves the right to close the Lagoon or other Member Amenities to hold promotional events and tournaments in accordance with the provisions of the Club Documents.

6. Performance by entertainers will be permitted at the Member Amenities only with the permission of the Club.

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

8. Alcoholic beverages will not be served or sold, nor permitted to be consumed, at the Club in any manner prohibited by state or local law. The Club reserves the right, in its sole discretion, to refuse service to any person who appears to be intoxicated.

9. All food and beverages consumed at the Member Amenities must be furnished by the Club, unless otherwise permitted by the Club, and consumed in the location in which they were served.

10. Employees are permitted to deliver food and 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.

11. Commercial advertisements shall not be posted or circulated in the Club nor shall solicitations of any kind be made at the Member Amenities 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.

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

13. 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 Member Amenities shall not be used in connection with organized religious services or other activities except as may be approved by the Club.

14. Members may not request special personal services from employees of the Club who are on duty which are not generally provided to all Club Members or the personal use of Club furnishings or equipment which are not ordinarily available for use by Club Members. Club Members are not permitted to dismiss Club personnel from a work area for any reason.

15. Dogs or other pets (with the exception of those assisting persons with disabilities) are not permitted in the buildings or Lagoon areas of the Member Amenities, except with the permission of the Club. Dogs are permitted in certain designated areas; however, they must be on a leash at all times unless otherwise posted. The applicable Club Member is responsible for damage caused by any animal owned by the Club Member or under such Club Member's control.

16. 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 general manager.

17. All Club employees are under the supervision of the general manager and no Club Member or Guest shall reprimand or discipline any employee, nor shall a Club Member request an employee to leave the Member Amenities for any reason. Any employee not rendering courteous and prompt service should be reported to Club Management.

18. Self-parking is permitted in areas identified as such. "No Parking" signs must be observed. Club Members and Guests shall park their automobiles in an orderly fashion in the parking spaces provided and not on roads, lawns or other grassed areas. Automobiles shall not be left unattended on Club property other than the parking lot. Vehicles parked in violation of these rules may be towed at the owner's expense.

19. Smoking is not permitted indoors in any of the Member Amenities.

20. No fireworks are permitted anywhere at the Member Amenities or adjacent areas unless part of a fireworks exhibit organized and conducted or arranged by the Club.

21. No firearms or other weapons of any kind are permitted at the Club at any time.

22. Use of the Member Amenities may be restricted or reserved from time to time by the Club.

23. 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 the Club Declaration and these Rules and Regulations.

24. Club employees will have full authority to enforce these Rules and Regulations, and any infractions will be reported to Club Management.

25. In no event shall the Club discriminate against any individual because of the individual's race, color, religion, sex, national origin, age, handicap or marital status or any other protected class under applicable law.

26. CLUB MEMBERS USE THE MEMBER AMENITIES AT THEIR OWN RISK AND ASSUME FULL RESPONSIBILITY FOR THEIR OWN SAFETY AND PROPERTY.

MEMBERSHIP CARDS

1. The Club will issue a membership card to each Club Member and Family members who are eligible for membership privileges. Membership cards will include the Club Member's name and have the club account number included on it. Membership cards will only be issued upon full payment applicable amounts to the Club. Membership cards will not be issued to children under the age of 16. Club Members and their Family must have their membership cards with them at all times while using the Member Amenities.

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

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 Member at the address designated by the Club Member or held for pick-up at the Club 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 Club Member's club account will be canceled and the Club will issue a new membership card number. Until notification of card loss or theft is received in writing by the Club, the Club 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. Club Members 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.

CLUB MEMBERSHIP DUES, CLUB FEES AND CHARGES

1. Assessments will be billed on an annual, quarterly or monthly basis as determined by the Board of Directors. Payments of all amounts due to the Club shall be paid directly to the Club unless Club Management directs otherwise. All Club Members agree to promptly pay any amounts owed the Club upon written notice from the Club.

2. All Club Members shall keep a valid approved credit or debit card on file with the Club to which the Club Member authorizes the Club to charge all Club Membership Dues, Club Fees and other charges. The Club Member shall substitute such credit or debit card with another card when it expires.

3. An invoice of applicable Club Membership Dues, Club Fees and other applicable charges will be sent to each Club Member by the tenth (10th) day of each month and will be payable upon receipt. The amount due will be automatically charged against the Club Member's credit card on file if not paid in full within thirty (30) days of the invoice date.

4. If a Club Member fails to pay any amount in accordance with the Club Documents, the Club shall have the right to suspend rights to use the Member Amenities and voting rights of a Club Member until the delinquent account is paid in full. The Club Member may also be charged a late fee in an amount determined by the Club from time to time. All amounts dues, together with applicable interest and costs of collection, including reasonable attorneys' fee shall be a charge and a continuing lien on the applicable Lot, which lien may be enforced in accordance with the Club Declaration.

5. Club Members will be entitled to charge privileges at the Club so long as the Club Membership remains in good standing. The Club will not accept cash payments for goods and services, unless approved by Club Management.

GRATUITIES

The Club will add a 20% gratuity percentage to all food and beverage sales, including private parties. Additional cash tipping is allowed. The Club will establish a holiday bonus fund for Club employees to be funded by a charge on each member's November bill. The Club shall be responsible for the equitable distribution of these funds to Club employees during the holiday season.

CONTACT INFORMATION

Each Club Member shall be responsible for filing with the Club Membership Office, in writing, preferably on a form provided by the Club, the current mailing address, e-mail address and telephone number(s) 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 ten (10) days after they have been mailed to the mailing address on file at the Club Membership Office. In the absence of a mailing address on file at the Club Membership Office, any Club related mailing may, with the same effect described above, be addressed as the Club determines is most likely to cause its prompt delivery.

MEMBERSHIP CORRESPONDENCE

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

CLUB SERVICES AND ACTIVITIES

1. A variety of social, cultural and recreational events may be offered at the Club and all Club Members are encouraged to participate in such activities.

2. The Club desires to encourage the use of the Member Amenities 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.

3. Private functions are permitted at the Club only with prior permission of the general manager. 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 Member Amenities and for the payment of any charges not paid by individuals attending the private function.

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

DISCIPLINE

1. Club Members are responsible for their own conduct and for the conduct of their Family and Guests. Any Club Member whose conduct or whose Family's or Guest's conduct shall be deemed by the Club to be likely to endanger the welfare, safety, harmony or good

reputation of the Club or Club Member or is otherwise improper, may be reprimanded, fined, or suspended from the Club in accordance with the Club Documents. The Club shall be the sole judge of what constitutes improper conduct, but improper conduct will include, without limitation: (i) failing to meet eligibility for membership, (ii) submitting false information on the Membership Application, (iii) failing to pay any amount owed to the Club in a proper and timely manner, (iv) failing to abide by the rules and regulations as set forth herein and as established by the Club from time to time, (v) abusing Club personnel or employees, (vi) conviction of a felony, or (vii) acting in a manner incompatible with the standard of conduct of the existing membership or which would likely injure the reputation of the Club Members or the Club.

2. Any Club Member accused of improper conduct shall be notified of the proposed disciplinary action and shall be given an opportunity to be heard by the Club in accordance with the Club Documents.

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 Member Amenities 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 Club premises, whether in lockers or elsewhere. Any such personal property which may have been left in or at the Member Amenities for six (6) months or more may be sold or otherwise disposed of by the Club, with or without notice, 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 Member Amenities 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, Family or Guest. The cost of such damage shall be charged to the responsible Club Member's club account.

4. Any Club Member, Family, 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 recreational equipment, 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 Club Property, shall do so at his or her own risk. The Club Member, Family and Guests release and hold harmless the Club, Declarant, any manager of the Member Amenities, their affiliates, their successors and assigns, and their respective shareholders, partners, directors, officers, members, employees, representatives, agents, successors and assigns, and any Club committee (collectively, the "Indemnified Parties") from any and all loss, cost, claim, injury, damage or liability sustained or incurred by him or her, resulting from the use of the Member Amenities, 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. Each 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 Family or Guest.

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, such 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 are suggested by the Club. The Club will establish policies for times for reservations and cancellations.

2. Reservations are required for certain 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 fifteen (15) minutes after the reserved time.

5. No Club Member shall plan or set dates for Clubhouse activities without pre-approval from the Club.

CHILDREN

1. Unless permitted by the Club, children under sixteen (16) years of age are not allowed at Member Amenities, unless accompanied and supervised by an adult.

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

3. Members are responsible for the conduct and safety of their children when enjoying the Member Amenities.

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 Family and 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 Member Amenities, other than at the Lagoon or the surrounding beach areas.

GENERAL GUEST RULES

1. The Club reserves the right to limit the number of Guests that are sponsored by a Club 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 Member Amenities by Guests. Guest privileges may be denied, withdrawn or revoked at any time for reasons considered sufficient by the Club, in its sole and absolute discretion. Registered caregivers who accompany Club Members or Family are exempt from the Guest policies that follow.

2. All Guests must be accompanied by a Club Member when using the Club Facilities, unless approved by Club Management prior to using the Club and Facilities.

3. Except for dining, all Guests must be registered by the Club Member at the Reception Desk. Upon arrival, the Guest must check-in with the Reception Desk. The Club reserves the right to require identification by each Guest.

4. The sponsoring Club Member shall be 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, at the request of the Club, the sponsoring Club Member shall cause such Guest to leave the Club premises.

5. Guests will be entitled to use the Member Amenities only in accordance with the privileges of the Club Membership of the sponsoring Club Member upon payment of daily Guest fees.

6. Payment for all charges incurred, but not paid, by the Guest is the responsibility of the sponsoring Club Member. Guest charges for any services will be charged against the sponsoring Club Member's club account or credit card. Cash payments by Guests will not be permitted unless prior approval has been made by Club Management.

7. The Club reserves the right to determine from time to time the maximum number of times a particular Guest may use the Member Amenities as a Guest during each membership year.

8. Guest privileges may be further limited by the Club, from time to time, in accordance with the Club Declaration.

HOUSE GUESTS

1. "House Guests" are persons, other than a Club Member's Family, who are occupying a Home with a Club Member overnight for a short consecutive period of time and are pre-registered with the Club by the Club Member. Club Members and House Guests shall complete such forms and provide such other information as the Club may require from time to time.

2. Notwithstanding any other rules herein to the contrary, House Guests may use the Member Amenities on such basis and upon payment of such fees as determined by the Club

from time to time. Any one House Guest may use the Member Amenities a maximum of two weeks in any membership year, unless otherwise determined by the Club.

3. The sponsoring Club member must certify that the House Guest is not a rental Guest or tenant of the Club Member and that no consideration is paid by the House Guest to the Club Member in connection with occupancy of the Club Member's Home. The Club may limit the number of persons whom a Club Member may designate as a House Guest from time to time.

4. All charges incurred by the House Guest will be billed to the Club Member's account or credit card.

5. The Club must be notified of a cancellation at least two days prior to the arrival date of the House Guest. Failure to advise the Club of a cancellation may result in the Club Member's club account being charged the full House Guest access fee.

6. House Guests must have their temporary Guest card with them at all times while using the Member Amenities.

7. House Guest privileges may be limited by the Club, from time to time, or terminated.

8. The Club may deny access to the Member Amenities by any House Guest if the applicable Club Member abuses the House Guest privileges, such as applying for House Guest privileges for rental Guests or tenants.

BEACHWALK LAGOON RULES

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

2. Swimming is only permitted in marked areas during designated hours. Please refer to the Lagoon map for swimming beaches, boating locations and hours of operation.

3. Use of the Lagoon is for Club Members, their Family and Guests. Club Members must register their Guests and accompany them to the lagoon.

4. Children eleven (11) years of age and younger must be accompanied by a parent/guardian over the age of sixteen (16) years. Club Member children ages twelve to eighteen (12-18) must attend the Club sponsored water safety course before using the Lagoon without a parent/guardian and may only swim when lifeguards are on duty and only in the Club designated swimming areas.

5. All children under age four (4) must wear a tight fitting, reusable swim diaper to swim or wade in the lagoon.

6. Children who cannot swim must remain in arms reach of a parent/guardian while swimming in the Lagoon.

7. Inflatable water wings are prohibited. Please see a lifeguard for a list of approved personal flotation devices.
8. Eating within six (6) feet of the water is prohibited. No glass objects of any type are allowed in the Lagoon or on its grounds.
9. Swimwear must be appropriate for a family oriented club. Always dry off, cover up and put on shoes before entering the clubhouse.
10. All boats, kayaks and paddleboards used at the Member Amenities must be obtained from the Club and used in the approved areas with life jackets.
11. The use of illegal drugs or smoking is strictly prohibited at the Club.
12. No running, no diving, no rough play and no underwater breath holding contests shall be permitted.
13. Do not play catch or throw hard objects at the Lagoon or on its beaches.
14. Inner-tubes and noodles are allowed at the lifeguard's discretion.
15. Rafts larger than three (3) feet in diameter are prohibited except during posted special events.
16. Individual with contagious illnesses or those with open wounds or infections are not permitted in the Lagoon.
17. Do not swallow Lagoon water.
18. Pets are not allowed on the Lagoon premises, except in designated pet areas.
19. Radios, televisions and the sound producing devices are permitted only when played at a sound level which is not offensive to other Club Members and Guests.
20. Swimming is only permitted in designated swimming areas, and not in areas containing Lagoon apparatus or equipment.
21. Acts of violence or otherwise disrupting the operations of the Member Amenities will not be tolerated. Repeat offenders will be referred to Club Management.

WATERSLIDE SAFETY RULES

1. Maximum operational load: 1 person, 300 lbs (136 kg).
2. Individuals must be 40 inches or taller to ride the tube slide.
3. Individuals must be 48 inches or taller to ride the open slide.
4. Eyeglasses must be securely affixed to riders with head straps.

5. Swimwear with exposed zippers, buckles, rivets or metal ornamentation is not permitted.
6. Only one rider may enter the flume at a time. Single riders only!
7. Combinations of more than one rider are not permitted.
8. A slide must be utilized feet first, lying on your back or in a sitting position (sit up to go slower, lie down to go faster).
9. Riders must wait for the attendant's start-signal before starting the ride.
10. Arms and hands must always be kept inside the flumes.
11. Do not run, dive, stand, kneel, rotate or stop in the slide.
12. At the end of the slide, obey all instructions by splash pool attendant and exit quickly.
13. All slide users use the slide at their own risk.
14. CAUTION: For safety reasons, pregnant women and persons with heart conditions or back trouble should not ride the slide.

