BOCA WEST
COUNTRY CLUB

RULES AND REGULATIONS

UPDATED JANUARY 2025

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I. INTRODUCTION.

A. Authority; Application.

1. The "purpose" of Boca West Country Club (the "***Club***") as described in our Bylaws is to own, operate and maintain a private country club within the "Boca West" gated community for the "recreation, pleasure and benefit of its members." These Rules and Regulations (as amended, revised and/or supplemented from time to time, these "***Rules***") have been established to govern the use of the Club's facilities as well as manage the social and recreational interaction between the Club's members ("***Members***" or "***Equity Members***") in order to promote a healthy, safe and enjoyable environment for all persons who use the Club's facilities and/or participate in its activities. The responsibility for administering these Rules is placed primarily in the hands of trained Club employees ("***Staff***") so as to assure Members that all the courtesies, comforts and services to which a Member is entitled remain standard. Accordingly, these Rules have also been established to govern the interaction between Members and the Staff. The interaction between Staff and all users of the Club's facilities and participants in the Club's activities are also governed by these Rules.

2. The Club's Board of Governors (the "***Board***") is responsible for enforcing the Rules and has caused them to be posted on the Club's website (the "***Website***"). The Board may, in its sole and absolute discretion, amend or revise these Rules at any time. In the event the Board elects to amend, revise the Rules, Members will be notified via email blasts and announcements in the Club's *Boca West* magazine (the "***Magazine***").

3. Additionally, the Rules may be augmented and clarified from time to time to establish guidelines for certain events and/or venues (collectively, "***Supplemental Rules Updates***"). Supplemental Rules Updates may be titled as policies, announcements, codes of conduct, standard operating procedures, reminders, requirements or similarly captioned documents. Members shall be notified of any such Supplemental Rules Updates by email, publication on the Website and/or physical posting to the subject Club premises. Regardless of the title and/or means of notification, all Supplemental Rules Updates shall be incorporated into the Rules by this reference and the violation of any Supplemental Rules Updates shall be construed in the same manner as a violation of the Rules.

4. Members are responsible for reading and understanding the Rules and to abide by them at all times and to inform their Guests, Relatives and Lessees (as such terms are defined herein) of their existence. Although Members may obtain a printed copy of the Rules from the Membership Department, Members are encouraged to refer to the Rules posted on the Website, which will be updated promptly upon the Board's approval and adoption of any amendments and revisions hereto. The Rules posted on the Website at any given time shall supersede all prior printed and/or electronic versions of the Rules.

B. Interpretation.

1. The Rules are subject to the Club's bylaws (the "***Bylaws***") and Articles of Incorporation (collectively, as amended from time to time, the "***Governing Documents***"). In the event of any conflict or inconsistency between the Rules and the Governing Documents, the Governing Documents shall prevail, with the decision as to the resolution of any such conflict or inconsistency to be exclusively that of the Board and not subject to appeal.

2. A Member and all Guests, Lessees and Relatives shall comply at all times with the terms and provisions of the Rules and Governing Documents in effect. For purposes hereof:

a. "***Guests***" means Day Guests and Houseguests (as such terms are defined in Section IV below), collectively.

b. "***Lessees***" means tenants under a bona fide written lease for a Member-owned residence within Boca West (an "***Equity Unit***"), who have been afforded membership privileges in accordance with Section V below; and

c. "***Relatives***" means a Member's (i) parents, (ii) grandparents, (iii) children, (iv) children's spouses and (v) grandchildren.

3. The Board shall have the power to interpret and construe the Rules, and the interpretation and construction of the Rules by the Board shall be final and conclusive.

4. Violation of any of the Rules contained herein or conduct in a manner prejudicial to the best interests of the Club will be subject to disciplinary action, including, without limitation, fines, suspension or legal action in accordance with the Bylaws and the standard operating procedures promulgated by the Club's Grievance Committee, as amended by the Board from time to time.

5. A Lessee is not an Equity Member under the Rules or Bylaws of the Club. Lessees, Guests and their families are subject to the Rules of the Club.

6. In the event of any and all disputes between the Club and any Member, Relative, Lessee, Guest or their respective guests or invitees regarding any of the Member's or other parties' rights, responsibilities or obligations to the Club, such Member or other party shall be liable for all expenses incurred in connection with such dispute, including, without limitation, collection costs, reasonable attorneys' fees, expert witness fees, and court costs, whether incurred prior to the commencement of any legal proceedings, during trial and appellate level proceedings or in connection with any remands. The entitlement to recover attorneys' fees and expert witness fees shall include all fees and costs incurred in establishing the Club's right and entitlement to recover attorney and expert witness fees and the amount of attorneys' fees and expert witness fees to be awarded by the court. In addition, the Club is obligated to pay its attorney's fees for all travel time spent in connection with Club matters and the Member shall be liable for all fees related to such travel time. The laws of the State of Florida shall govern all disputes and the exclusive venue and forum for any and all legal actions and proceedings shall be the state courts of Palm Beach County, Florida.

II. GENERAL CLUB RULES.

A. Solicitations; Transacting Business.

1. The Club's mobile app (the "***App***") and Website include a directory of Members' names and contact information (the "***Membership Directory***") The Membership Directory shall be furnished by the Club to Members only. Members shall not publish, recreate, disclose, distribute, or divulge the Membership Directory or any of the contents therein to non-Members for any reason without prior written consent from the Board. Use of the Membership Directory for business purposes, including, but not limited to, the solicitation of business from other Members, is expressly prohibited.

2. Petitioning shall be permitted for Club matters only, in strict accordance with the Bylaws. Any Member who wishes to have a petition signed ("***Petitioner***") may obtain the Club's form of petition ("***Petition***") from the Executive Secretary. Upon completing all relevant information, the Petitioner shall submit the Petition to the Executive Secretary, who shall make such Petition available for Members' signatures at the Reception Desk in the Clubhouse. Petitioners may ask Members to sign their Petitions, but in making such requests, Petitioners and their representatives shall not use handouts or other promotional means to induce Members to sign. Petitioners and their representatives are prohibited from soliciting Members to sign Petitions in all areas where Members and their Guests are partaking in Club activities, including, without limitation, cocktail lounges, dining facilities, card rooms, tennis/pickleball courts, golf courses and driving range, fitness and aquatics centers, all entrances to and common areas within Club facilities and the Club's parking lots. Further, Petitioners and their representatives are prohibited from soliciting signatures at or near the Reception Desk, whether by physical presence or by means of signs, displays, promotional materials, handouts or clothing. Activity at the Reception Desk is limited solely to the actual signing of Petitions by Members.

3. Except as expressly permitted by the Board in writing, no commercial, political, personal or religious hand bills or brochures shall be posted or circulated, nor shall business of any kind be solicited or transacted on Club property or upon Club stationery.

4. Business or other solicitations shall not be sent by Members or their representatives, agents or employees to any other Members or their homes, whether by hand delivery, mail, email, fax, automated phone messages, live phone calls or otherwise.

B. Dress Code.

1. Members/Lessees/Guests must dress in a fashion befitting the surroundings and atmosphere provided in the setting of the Club and in accordance with the dress code. Members/Lessees must advise their Relatives and Guests of the Club's dress code requirements.

2. From time to time, changes in dress code may be made. These changes will be noted on the Website and emailed to each Member. Please consult the Website for the current dress code.

C. Conduct.

1. Members/Lessees are responsible at all times for the behavior of their Relatives and Guests while they are on Club property or in Club facilities. Members/Lessees are subject to disciplinary action for improper behavior by Relatives or Guests.

2. No Member/Lessee, Relative or Guest shall at any time harass any Staff, verbally or otherwise. Any Staff not rendering courteous and proper service should be reported to the department manager or General Manager immediately. No Member/Lessee shall discipline any Staff or request that any Staff leave the Club premises for any purpose or reason.

3. The Club is committed to providing an environment free from harassment, intimidation and coercion based on any reason, including those related to race, sex, religion, color, national origin, age, disability, veteran status, sexual orientation or any classification protected by applicable law. Such harassing behavior is inconsistent with the Club's philosophy of mutual dignity and respect for all Staff, Members, Relatives and Guests and will not be tolerated. The term harassment includes, but is not limited to, any unwelcome verbal, written, or physical act which would make a reasonable individual uncomfortable in their environment and which could create a hostile, intimidating, or offensive environment. The Club is committed to provide a professional working environment free of harassment or discrimination, and to prohibit harassment of any Staff by any Members, Lessees, Relatives, and their respective guests and invitees.

4. The Club does not permit any type or form of gambling whatsoever on any Club property.

D. Use of Club Property.

1. The Club's facilities shall not be used for functions, which are in any way related to past, present or future fund-raising efforts for the benefit of a political cause or politician.

2. The Club's facilities shall not be used in connection with organized religious services except as permitted by the Board.

3. Requesting personal services from Staff who are on duty is prohibited.

4. Members/Lessees/Guests must not use or request Staff to use Club equipment for personal purposes, including fax machine, copy machine, etc.

E. Children.

1. Children of all ages are permitted in all dining venues year-round except when otherwise noted. Please keep in mind that no strollers or carriages are permitted in Prime Cut. See Website for current dress code information for children, listed by restaurant.

2. Children in Prime Cut must be old enough to sit in a chair. There is no children's menu available, and highchairs or booster seats are not permitted.

3. Adult Members, Relatives, Guests and Lessees are responsible for the conduct of their children at all times.

4. Children's use of electronic games, DVD's, etc. are permitted with the sound muted.

5. Children under the age of 10 must be accompanied by an adult at all times while on Club property.

6. To operate any golf cart on Club property, cart operators must at least 16 years of age.

7. Children under the age of 16 are not permitted in the Card Rooms.

F. Nannies.

1. Members who employ full-time or part-time nannies to care for minor children residing in Boca West are eligible to apply to register the nanny with the Membership Department. To qualify, a Member must provide documentation of employment, which may include copies of employment contracts, pay stubs, or such other materials as may reasonably be requested. Nanny registration is subject to approval by the Board or its designee.

2. While performing their job functions, registered nannies may accompany their sponsoring Member's minor children while such children use Boca West facilities.

3. Nanny registration does not confer Membership privileges or the right to use Boca West facilities on the nanny. It merely permits the nanny to access Club facilities only while the nanny is accompanying their sponsoring Member's minor children.

4. Members shall be charged daily fees for unregistered nannies accompanying minor children to any facilities with check-in outlets.

G. Aides.

1. Staff members are prohibited from physically lifting or touching Members and Guests in assisting them with access to any Club facilities or onto any equipment or furniture therein. Members shall be responsible for independently engaging Medical aides and assistants ("***Aides***") to the extent such assistance is required.

2. Aides are permitted to escort Members requiring assistance to and from Club facilities, but with the exception of dining venues and as may be required pursuant to Section II.G.1 above, Aides are not permitted to accompany Members during their use of such facilities.

3. Aides are not permitted to pick up items (meals, retail orders, etc.) on behalf of Members.

4. The Club may also establish additional venue-specific rules from time to time regarding dress codes and access to Club facilities by Aides. Please consult the Website for any such updates.

H. Safety.

1. Anyone with a contagious or threatening condition that could have an adverse impact on other Members or Staff are prohibited from attending Club activities or entering any Club property.

2. The use of golf cart paths is restricted to golf carts, maintenance vehicles and emergency vehicles only. All other uses are prohibited.

3. At the sound of the siren indicating lightning within a 0.5-mile range, all people are required to seek proper shelter or leave all outdoor areas (e.g., the golf courses, pool area, tennis/pickleball courts, etc.). All outdoor activities must cease until the "all clear siren" is sounded. Members are encouraged to always maintain vigilance during inclement weather as the lightening siren may not be audible from all areas within the Boca West community ("***Boca West***").

4. Weapons, firearms, explosives, gasoline, kerosene, benzene, fireworks, or any other article deemed extra-hazardous to life, limb or property, regardless of permit to carry, may not be used nor brought into any portion of the Club's properties, except by State, Federal, County or City law enforcement officers while on duty or designated Security Officers contracted by or for Boca West Master Association ("***BWMA***") or the Club as expressly authorized by Florida Statutes.

5. Use of appropriate protective gear (e.g., helmets, gloves, pads, etc.) is recommended while roller blading, using scooters and riding bicycles within Boca West.

I. Personal Injury and Loss or Destruction of Property.

1. **Any Member, Lessee, Relative, 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, 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 premises, shall do so at his or her own risk, and shall hold the Club, the Board and any of its members ("*Governors*"), Staff, representatives and agents harmless from any and all loss, cost, claim, injury, damage or liability sustained or incurred by him or her, resulting therefrom and/or from any act or omission of any officer, Staff, representative or agent of the Club, including acts of negligence or gross negligence**.

2. Any Member/Lessee shall have, owe and perform the same obligation to the Club, its Governors, Staff, representatives and agents, in respect to any loss, cost, claim, injury, damage or liability sustained, caused or incurred by any Relative or Guest of such Member/Lessee.

3. All Members, their Relatives, Guests, Lessees and any other person in whose charge or responsibility is the care and control of a minor child or minor children shall be solely and exclusively responsible for any incident on Club property or while using any of its facilities that results in injury or death to said child or children and shall hold the Club, its Members, Governors and Staff harmless from any of the resulting

injuries or death.

4. The Club shall not be responsible for any loss or damage to any private property used or stored on the Club premises, whether in lockers, Bag Storage or elsewhere. No person shall remove any property belonging to the Club without proper authorization. Every person is liable for any property damage and/or personal injury at the Club, or at any activity or function operated, organized, arranged or sponsored by the Club, caused by such person, and shall pay the cost of such damage promptly upon receipt of a statement from the Club.

5. With respect to use of the Club's services and facilities, each department may, in appropriate circumstances, require execution of a waiver or consent approved by the Club's counsel with respect to liability arising out of or in connection with the use of the Club's services and facilities. Members and Lessees shall cooperate in signing such waivers or consents and procuring signed waivers from their respective Relatives and Guests.

J. Smoking. Smoking and vaping are not permitted in any Club building, the tennis/pickleball courts, outdoor eating facilities, pool areas or the Member Park. There are designated smoking/vaping areas at each location. All cigarettes are to be disposed of in the proper receptacles.

K. Pets; Service Animals. With the exception of the dog park, Members shall not bring pets or emotional support animals in or upon any Club property. Provided they have been registered with the Club, Service Animals which are certified and trained for a specific disability shall be permitted. For purposes hereof, "***Service Animal***" means any dog that is individually trained to perform a specific work or task when needed to assist an individual with a disability. Emotional support, well-being, comfort, and companionship are not deemed a "work or task" for such determination.

L. Mailing Addresses.

1. Every Member/Lessee shall be responsible for informing the Club's Membership Department in writing of the mailing address to which such person wishes to receive Club notices and invoices. Members/Lessees may update their mailing address information on the App or Website; otherwise, any such changes shall be made by written notice to the Club's Membership Department.

2. A Member/Lessee shall be deemed to have received Club mailings sent to the email or street address on file with the Membership Department: (a) if delivered by email, upon the date of transmission; (b) if delivered domestically by standard, first class mail, ten (10) days after deposit with the United States Parcel Service; and (c) if delivered internationally by standard, first class mail, fifteen (15) days after deposit with the United States Parcel Service.

3. Members shall be responsible for providing to the Club all information they wish to appear in the Membership Directory. Corrections made to the preprinted annual billing statements will be used to update mailing information, emergency contact information and directory listings and should be reviewed carefully.

4. **Non-Equity Owners.** For purposes hereof, "***Non-Equity Unit***" means a residence within Boca West which remains exempt from mandatory membership in the Club. With the exception of residents who are Members by virtue of their ownership of an additional, Equity Unit within Boca West, owners of Non-Equity Units: (i) are not permitted to be on or to utilize any Club property or services; and (ii) may not serve as Aides to Club Members.

M. Internet Access. The Club's internet connections, including any wireless systems (the "***Wi-Fi Network***"), are provided as an accommodation. Instructions on how to access the Wi-Fi Network are available on the Website. The Wi-Fi Network is not a secure internet connection, and those who use it do so at their own risk. Users may be required to agree to a set of conditions before accessing the Wi-Fi Network. The Club is not responsible for damages or other consequences arising from the use of its Wi-Fi Network including, but not limited to, loss of data, viruses, hacking, hardware or software failure, or users' own errors or omissions. By using the Wi-Fi Network, users agree to indemnify and hold the Club, its officers, directors, Staff and Members harmless from any claims or damages resulting from their use of these services that may be incurred by the user or any third-party.

N. Campaigning by or for Board Candidates.

1. Election Advocacy. For all candidates to have a fair and equal opportunity to be elected to the Board, both Board candidates and all Members must comply with the following rules:

a. No one is to post, circulate, display, or distribute in any way any posters, stickers, handbills, or any other campaign literature or advocacy materials on any Club property or venues.

b. No one is to engage in or encourage others to engage in, or make on their behalf, or on the behalf of any candidate, any mailing, emailing or other distribution in any form of campaign advocacy literature or materials to any Club Member.

c. No one is to engage in or encourage others to engage in, or make on their behalf, or on the behalf of any candidate, any phone, email or other mass media contacts or campaigns of any type to any Club Member.

d. No one is to participate in any meetings, parties, formal or informal gatherings or functions of any type that are designed to sponsor, present, introduce, advocate for, or to further their election or the election of any candidate to the Board.

2. Violation of Election Advocacy Rules.

a. Violation of these rules by a Member may be construed as a violation of Article X of the Bylaws and subject the Member to a grievance and also may potentially endanger the candidacy of the person they seek to support.

b. A candidate's violation of these rules may be considered a violation of the Nominating Committee's standard operating procedures and may jeopardize their candidacy.

O. Miscellaneous.

1. Members consent to the Club's use of Members' names and photographs in connection with the Club's publications, including, without limitation, the Magazine, promotional brochures, pamphlets, advertisements, social media, Website displays, close-captioned TV and videos.

2. All complaints, concerns or suggestions must be in writing, signed and addressed to either the chairperson of the appropriate committee, Board or General Manager.

3. Following the original transmission of any written complaint or allegation of wrongdoing from a Member to Staff or any of the Governors, further dissemination of such communication by or on behalf of such Member is expressly prohibited. The publication or distribution of any such communications (including, but not limited to, emails, letters and summaries of interactions with Staff or Governors) by or on behalf of a Member to other Members, non-Members, media outlets or any third parties is prohibited and will result in a grievance for violating the Rules and disrupting the harmony, safety and welfare of the Club.

4. With the exception of building lobbies, the use of cell phones (talking or listening), and other sound-producing electronic devices inside any of the Country Club's facilities is strictly prohibited. This includes the use of FaceTime, Zoom calls and videos with sound. Members, Lessees and their Relatives and Guests shall place their phones and other sound-producing electronic devices on mute/silent mode when inside any of the Club's facilities. If a Member needs to make or receive a phone call and/or use their devices, they must go outside or into a designated lobby area. Notwithstanding the foregoing, Members shall be permitted to listen to content (voicemails, music, podcasts, audio books, etc.) within Club facilities so long as such use is conducted by use of headphones and the content is not audible to other persons. Texting and emails are also permitted so long as the phone is silent.

5. Cash is not accepted as payment for any purchase, payment or service. Cash tipping is permitted in the Salon, Fitness Center, Spa and Car Wash only.

6. The Club operates on a fiscal year basis, commencing on October 1st and ending on September 30th (a "***Membership Year***") of each calendar year.

III. MEMBERSHIP.

A. Nomination for Equity Membership; Joining Fees.

1. Membership may be issued only to persons who purchase property in Boca West, are sponsored by a current Member and who are duly approved by the Board after nomination.

a. The Club expressly reserves the right to accept or reject any nomination for membership. All nominees for membership shall be required to consent to the Club's right to perform and conduct credit, criminal, civil litigation and such other background checks deemed necessary or advisable by the Board. Without limiting the

generality of the foregoing, the following are examples of findings which may result in a nominee's rejection: (i) a conviction or plea of or no contest to a felony or one or more misdemeanors (ii) evidence of dishonesty, fraud, corruption or excessive litigation; (iii) insolvency, bankruptcy or poor credit history; and (iv) expulsion from one or more country clubs. The examples cited in the preceding sentence are not intended to constitute a comprehensive or immutable list of factors considered by the Board. Excepting determinations on the basis of race, color, religion, gender or national origin, the Board shall have absolute and complete discretion in evaluating prospective members.

b. Prior to closing on the sale of an Equity Unit, the selling Member is required to: (i) notify the Membership Department in accordance with Section III.M; (ii) obtain a written affirmation from the Chairperson of the Membership Committee confirming that the buyer's nomination for membership has been approved by the Board; and (iii) ensure that the contract for sale and purchase of the selling Member's Equity Unit includes a clause which expressly provides that obtaining such written affirmation from the Chairperson of the Membership Committee will be a condition precedent to closing. Any contract which does not conform to the foregoing requirement shall be deemed a non-*bona fide* offer to acquire the selling Member's Equity Unit.

2. Pursuant to the Bylaws, the power to fix the Joining Fees, dues, assessments, fees, refundable deposits, other charges and payment terms relating to the acquisition of Equity membership in the Club shall be reserved to the Board, to exercise from time to time. For purposes hereof:

a. "***Equity***" means any and all shares in the capital of, or other equity interests in, the Club;

b. "***Equity Payment***" means the sum contributed by a person to the Club for such person's share of Equity;

c. "***Initiation Fee***" means the sum payable by a person to the Club upon such person's admission as a Member; and

d. "***Joining Fees***" means a sum equal to the aggregate of the Equity Payment and the Initiation Fee.

3. The buyer shall be required to pay Joining Fees at the closing date of the purchase to the Boca West residence. However, the Club may offer, in its sole discretion, a payment plan or other payment arrangements to a proposed buyer, in which case, payment shall be made in accordance with such plan.

4. Upon receipt of nomination forms containing all required information and processing fees for membership, the Club's approval process will not exceed 45 days for a United States resident. A nominee outside of the United States could take up to 60 days for approval.

5. Upon acceptance or closing of the property, whichever is later, the nominee must remit all membership fees and costs, including the Joining Fees. If the nominee has purchased from an Equity Member, upon receipt by the Club of all fees due, that Member shall be reimbursed for 80% of their Equity Payment and refundable deposits, if

applicable, within 30 days less any amounts owed to the Club at the time of payment.

6. The nominee shall be liable for pro-rated dues from the later of the date accepted or the date of closing.

7. The nominee is liable for any Club related outstanding fees/balances that are associated with and due from the owner of the property that the nominee is purchasing.

B. Membership Privileges.

1. Categories. The Club has three distinct categories of membership privileges, each of which is described below:

a. "***Golf***" - Members shall be entitled to use of all the golf courses, golf locker rooms, tennis, pickleball, aquatics, fitness, spa (with appointment), Lifestyle & Racquet Center locker room and social facilities of the Club. Golf Members have a priority sign-up privilege to play golf and will not be charged greens fees but will be required to pay golf cart or trail fees. League participation is extended to Golf Members only.

b. "***Racquet Sports***" - Members shall be entitled to use of all tennis, pickleball, aquatic, fitness, spa (with appointment), Lifestyle & Racquet Center locker room and social facilities. Upon payment of greens fees and golf cart/trail fees, Racquet Sports Members have the right to play golf. Racquet Sports Members have a priority sign-up privilege to play tennis and pickleball and will not be charged court fees. League and Tournament participation are extended to Racquet Sports Members only.

c. "***Social***" - Members shall be entitled to use of all aquatic, fitness, spa (with appointment), Lifestyle & Racquet Center locker room, and social facilities. Upon payment of golf cart or trail fees, greens fees and court fees, Social Members may play golf, tennis and pickleball. Social Members may increase their membership privileges to use the golf courses and the tennis and pickleball courts without payment of daily greens fees or court fees by selecting the annual Golf or Racquet Sports membership add-on options.

2. Changes.

a. Prior to the commencement of each Membership Year, Members with Golf privileges shall be entitled to downgrade to Racquet Sports or Social privileges, Members with Racquet Sports privileges shall be entitled to upgrade to Golf or downgrade to Social privileges and Members with Social privileges shall be entitled to upgrade to Golf or Racquet Sports privileges.

b. If a Member fails to notify the Club as to the category of use privileges selected prior to the commencement of any Membership Year, the Member will be deemed to have elected to continue that Member's existing use category for the forthcoming Membership Year.

c. Members are also permitted to upgrade their membership privileges at any time during the Membership Year by paying a late fee. Dues are not pro-rated. As of April 1, a Member may pay one half the annual dues for the new upgraded add-on category without a late fee.

d. Downgrades are not permitted during the Membership Year and dues will not be refunded.

C. Memberships Classes.

1. The Social membership category shall be a standard fee, irrespective of the family, marital or other status of the Member. With respect to the Golf and Racquet Sports membership categories, the Member may select either "***Family***" or "***Individual***" class.

2. A membership designated to one Individual is permitted to host one Guest per day in the Lifestyle & Racquet Center locker room area daily at no charge. Individual membership class in any category permits only the person acquiring the Individual membership to obtain the benefits of that category.

3. A "Family" membership class entitles the Member/Lessee, his/her spouse, Relatives and the additional parties set forth in Section III.E below to use the Club facilities to the extent provided by the Member's annual membership category. All others are entitled to use the facilities only as Guests of the Member or Lessee in compliance with all Rules relating to use of the Club facilities by Guests.

D. Additional Membership Options. Fees for these options are published on the annual schedule of dues and fees (the "***Annual Schedule***"). The following selections may be made at annual billing time or any time thereafter.

1. Lockers. Lockers will be assigned on a first come, first serve basis. Charges for lockers are on an annual basis. Lockers assigned after April 1st will be charged at one half the annual fee. Locker fees are not refundable. When applicable, a waiting list will be maintained and new locker assignment requests or requests for relocation will be placed on the waiting list. Assignments will be made from this list only and will be billed to the Member's Club account. Lockers are not included in membership dues.

2. Golf Bag Storage. Bag storage is included in the Golf membership dues. Two storage spaces are included in Golf Family memberships and one space is included in Individual Golf memberships. Social and Racquet Sports Members, as well Golf Members requesting additional spaces, will be charged an annual fee per space for storage of golf clubs. Annual bag storage fees are not prorated, however temporary bag storage is available on a daily, weekly or monthly basis by paying the appropriate fees.

3. Handicap Service. Handicap service is included in Golf membership dues. Family memberships include handicap service for two and Individual memberships include handicap service for one. Social and Racquet Sports Members, as well as Golf Members requesting posting of additional scores, will be charged an annual fee per person for handicap service. For details on handicap scoring also see Handicaps under Section XII.

4. Annual Trail Fees. Members owning a private cart must pay an annual trail fee to use their cart for golf play and to eliminate daily cart fees. Private carts must be registered with the Club and registration must be renewed annually. For application procedures, insurance requirements and Rules related to private cart use on the courses as well as throughout Boca West, see Privately Owned Golf Carts under Section XII.

Trail fees renewal will be on an annual basis only. Members who purchase a private cart and have not paid for trail fees previously, will be permitted to pay monthly-prorated trail fees for the remainder of the then-current Membership Year.

E. Eligibility for Membership Use Privileges. Eligibility for membership use privileges include the following in addition to the Member and his or her spouse:

a. Children: A Member's unmarried Relatives under the age of 23 who are living in Boca West with the Member. To qualify, a Member is required to provide the Membership Department with proof of age by way of a current driver's license, passport, or birth certificate. Children under 10 years of age are not issued Membership Cards (as defined in Section III.G.1 below).

b. Students: A Member's unmarried Relatives not over the age of 29 who are registered as full-time students at an accredited college or university. To qualify, a Member must provide the Membership Department with proof of age by way of a current driver's license, passport, or birth certificate; as well as a letter from the school registrar's office. Student identification cards are not accepted.

c. Special Designee: An Individual Member may select another unmarried person who is not currently a Member or owner of a Non-Equity Unit in Boca West as his or her "***Special Designee***"). An Iindividual Member with an approved Special Designee shall constitute a Family membership as provided in Section III.C.3 above. Approval of a proposed Special Designee is subject to submission of all required documentation and the same vetting and approval process by the Club as any prospective nominee. Each Individual Member shall only be entitled to one Special Designee at any time. Members have the right to terminate their Special Designees at any time upon written notice to the Membership Department. However, the renewal of an existing Special Designee or the appointment of a replacement Special Designee will be reviewed annually and if appropriate, shall occur upon the commencement of each Membership Year. A Special Designee is subject to all Club Rules and the grant of Special Designee status may be suspended for a period of time or revoked by the General Manager for a violation of the Rules.

All of the above referenced parties who are 18 years of age and over must complete and submit a questionnaire along with authorization for the Club to run a background screening. Membership use privileges are offered to these parties only upon Board approval and after submission of the required documentation. Applicable fees will be required to be paid to the Club upon delivery of submission materials to the Membership Department.

F. Legacy Membership Program.

1. Children of Equity Members aged 23-39 may qualify for their own membership with the existing Member's consent**.** This membership is extended to Members' children, their children's spouses, and their grandchildren under the age of 23. All applicants for Legacy membership privileges shall be required to consent to the Club's right to conduct the same criminal, civil litigation and credit background checks as the Club performs for membership nominees. The Member must personally register their

Relatives at the Club Services office, sign all appropriate forms and acknowledgments and remit payment for the fees. Social membership is required. Add-ons of Golf and Racquet Sports are permitted. Refer to the Annual Schedule for current fees. Legacy membership will be canceled at the end of the Membership Year during which the Relative first reaches the age of 40.

2. The existing sponsoring Equity Member shall be fully responsible for all charges, fees and actions of their sponsored Relative. The membership privileges afforded in this program may be revoked at any time. If this program is terminated prior to the end of a Membership Year, the Club will not refund any portion of the fees paid. The privileges granted shall entitle the designated Relative to use the Club facilities to the extent provided in the category of membership chosen but to no other rights of membership. If the existing Equity Member sells their home in Boca West and leaves the community, the Legacy membership will be automatically cancelled.

G. Membership Cards.

1. A permanent photo I.D. membership card and an electronic membership I.D. indicating a Club charge account number (collectively, "***Membership Card***") will be issued to the Member/Lessee and all eligible Relatives. Membership Cards will be reactivated each year upon payment of annual dues for all memberships owned by the Member, providing there are no delinquencies related to any Club accounts for this Member or any Lessee privilege related to memberships owned by the Member. The Membership Card is also located in the Club's App and may be used in all facilities instead of the actual card.

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

3. Presentation of a Membership Card is required prior to use of golf, tennis, pickleball, aquatics, fitness, dining and other recreational and social facilities as well as any retail purchases or other charges incurred on the membership account.

4. Duplicate Membership Cards may be obtained from the Membership Department for a fee. Membership Cards will not be issued to children under 10 years of age.

5. In the event of a lost or stolen Membership Card, the Membership Department must be notified immediately, and a new card will be issued. For replacement of a lost card, a per card fee will be placed on the Member's Club account. Temporary cards will not be issued.

H. Annual Membership Statement. Members will be billed by mail in advance of each new Membership Year beginning on October 1 (also see Annual Dues Billing under V. Accounting). The annual dues package will contain a preprinted membership dues selection worksheet, which will be attached to their dues statement. All information on the preprinted form should be reviewed and corrected prior to returning. Also included will be the Annual Schedule and other pertinent information for the new Membership Year. Dues payments along with the accompanied completed and signed forms must be received by the Club by September 30th in order to continue uninterrupted Club privileges and avoid late charges.

I. Equity Membership Issuance. A membership will be issued in the same name as the ownership of the Boca West residence. The Membership Department will require documentation of purchase/ownership in the form of a settlement statement for the Club's records. The Member will be mailed an Equity certificate and letter of confirmation within thirty (30) days following the Club's receipt of the Joining Fees. Dues must be paid annually in advance of October 1st based on ownership, regardless of Club usage in order to be entitled to enjoy the benefits of membership.

J. 75 Mile Privilege.

1. For purposes hereof:

a. "***75 Mile Agreement***" means an agreement prepared by the Club which establishes the terms and conditions upon which an External Owner may enjoy Additional Use Privileges.

b. "***Additional Use Privileges***" means Racquet Sports or Golf privileges as may be granted to an External Owner, in the sole and absolute discretion of the Board.

c. "***External Owner***" means any person who owns or acquires property in the Boca West community on or after October 1, 2000, and then or thereafter owns and/or resides in an External Property.

d. "***External Property***" means any property zoned for residential use which is located outside, but within a 75 mile radius of, Boca West.

2. Generally, External Owners shall only be entitled to Social membership privileges.

3. Notwithstanding the foregoing, upon executing a 75 Mile Agreement, an External Owner may apply to the Board for Additional Use Privileges.

4. The terms and conditions of the 75 Mile Agreement may be amended from time to time at the sole discretion of the Board.

5. The grant or denial of any request for Additional Use Privileges is in the sole and absolute discretion of the Board.

6. An External Owner with Additional Use Privileges may not at any time lease or rent their Boca West residence or permit its use or occupancy by anyone other than such Member and such Member's Relatives.

7. Any person who violates this Rule is subject to disciplinary action, including fines, suspension and/or the temporary or permanent forfeiture of all Additional Use Privileges as may have been previously granted by the Board. All Club dues and fees will continue to be due and payable during the period of any imposed discipline.

8. With respect to any Member who owned a residence in Boca West prior to October 1, 2000 and leased or rented such residence prior to that date, the Board reserves the right to review the circumstances for each such Member and may, in its sole discretion, grant a waiver to such Member from the application of this Rule. Any such waiver, if granted, shall not apply to or otherwise benefit anyone other than the original

owner.

9. This Rule is applicable to every Member who never rented out their Boca West residence prior to October 1, 2000, and subsequently leases such residence.

10. This Rule is also applicable to natural persons residing in an External Property who directly or indirectly own more than 25% of the beneficial or record ownership of an Alternative Owner (as defined in Section III.K.1 below).

11. Every Member with Golf and/or Racquet Sports privileges must notify the Club and adjust their account to Social membership within seven (7) days of residing in or acquiring an External Property. Failure to notify the Club will result in disciplinary action as provided for above.

K. Other Types of Memberships.

1. In accordance with the Club's Bylaws, with respect to any units within Boca West which are titled to an Alternative Owner, the membership shall be issued to the Alternative Owner and the Alternative Owner shall designate the Individual or Family which shall have the right to use the Club facilities upon approval by the Board. For purposes hereof, an "***Alternative Owner***" means any record title owner other than (i) an individual, natural person, or (ii) a husband and wife. Examples of Alternative Owners include, without limitation, corporations, limited liability companies, partnerships, trusts, and tenancies in common. All Alternative Owners that own real property within Boca West must qualify for Club membership and shall submit such documents as may be requested by the Club to confirm the identity(ies) of the natural persons possessing legal and/or beneficial ownership interests therein.

2. Except as provided in Section III.L below, Boca West memberships acquired on or after February 28, 1991 by Alternative Owners shall be permitted to designate only one (1) Individual or Family annually which shall have the right to use the Club facilities (the "***Designee***"). A change of the Designee entitled to Club privileges must be made on or before October 1st of each year (See also, Section III.C above).

3. Alternative Owners' memberships in existence prior to February 28, 1991, may select a Designee from time to time to use the membership and must contact the Membership Department three days in advance of the Designee's arrival to activate the Designee's Club account.

4. With the exception of the Designee, all persons possessing legal and/or beneficial ownership interests in an Alternative Owner shall have the right to use the facilities only as the Guest of the Designee, in accordance with all rules and applicable fees related to use of Club facilities by a Guest.

5. All Alternative Owners and their respective Designees shall sign a guaranty ("***Guaranty***") confirming that such Alternative Owners and Designees are jointly and severally liable for all membership dues, fees, charges, interest, late fees, attorneys' fees, court costs and any and all other liabilities and obligations that are incurred either during or in connection with the time period that such Designees are permitted to use the Club. Notwithstanding the foregoing, the absence of a signed Guaranty shall have no bearing

on the liabilities and obligations of any Designee and/or Alternative Owner or the Club's enforcement rights in relation to this Rule.

L. Changes in Ownership. All changes in ownership in the Boca West residence must be recorded with the Club's Membership Department (see Section 2.07 of the Bylaws and estate planning handbook available from Membership Department for additional information).

1. Qualifying Changes in Ownership. Changes in ownership incident to: (a) a surviving spouse obtaining title by operation of law; (b) a former spouse obtaining title by operation of a final decree or judgment of divorce; or (c) Relatives obtaining title directly or as beneficiaries by means of a bona fide estate planning device will each be processed without a charge.

2. Non-Qualifying Changes in Ownership. Non-qualifying changes in ownership (including, but not limited to, property resales or transfers of title with a change in the beneficial interest), will require full payment of the Joining Fees by the new owner of the property.

3. Beneficial Users. Upon approval by the Club, membership privileges may be transferred as a result of a qualifying change in ownership, as described in Section III.L.1 above. The person who retains membership privileges ("***Beneficial User***") will be considered by the Club to be an Equity Member with all the privileges and rights of an Equity Member. The owner of record will have no privileges or rights to the Club membership except as a Guest of the Beneficial User, in accordance with all rules and applicable fees related to use of the facilities by a Guest. Upon the death of the Beneficial User, all rights and privileges will revert to the owner of record.

4. Guaranty. All Beneficial Users and owners of record shall be required to sign a Guaranty confirming that all such parties are jointly and severally liable for all Membership dues, fees, charges, interest, late fees, attorneys' fees, court costs and any and all other liabilities and obligations that are incurred either during or in connection with the time period that such parties are Beneficial Users or owners of record. Such liability shall exist and shall be enforceable pursuant to this Rule regardless of whether or not a Guaranty is signed and delivered to the Club.

M. Seller Notification Requirement. In order to expedite the closing and Equity Payment refund processes, Members shall provide written notice to the Club's Membership Department *prior* to listing their Boca West residence on the MLS or any other sale or auction platform.

N. Equity Refunds.

1. All memberships must be transferred through the Club and must be transferred concurrently with the sale of the Boca West residence. The Club will require documentation of the sale of the property for the Club's records. Subject to the terms of Section III.N.2 below, upon the Club's receipt of the buyer's payment in full of the Joining Fees and all related fees, assessments, deposits and dues, the Club will repay the selling homeowner 80% of the seller's Equity Payment (unless the seller has purchased Club membership pursuant to the Club's Legacy Program, in which case the refund will be governed by the terms of that program). Equity Payment checks will be made payable to the homeowner(s) on record at the time of the sale and will be processed within 30 days

following the receipt of all funds from the buyer.

2. The Club shall have the right to deduct from the Equity Payment refund all amounts owed to the Club by the Member on any accounts related to the membership being sold or any other membership connected with said Member. Members selling and leaving Boca West will be responsible for annual dues for the Membership Year in which the closing occurs, as well as any unpaid charges and expenses owed by such Members to the Club, and will not be eligible for a refund of any portion of dues related to that membership upon the sale of the residence. However, there will be a 30-day grace period, if the closing of a sale occurs during the month of October the seller will be responsible for only one month's dues. In instances where a selling Member's then-current financial obligations to the Club exceed the amount of such Member's Equity Payment refund, the refund shall be applied as a credit toward the sum owed to the Club, and the selling Member shall pay the balance to Club on or prior to the closing of such Member's sale.

O. Members Moving Within Boca West (Internal Transfer Policy).

1. A Member who purchases a second residence within Boca West ("***Replacement Property***") will be eligible for an additional refund (in excess of the standard 80% refund of the Equity Payment) upon satisfaction of the following conditions:

a. the acquisition of the Replacement Property *and* the sale of the Member's first residence ("***Relinquished Property***") both occur after October 1, 1992;

b. the Member shall have owned the Relinquished Property for a minimum period of one (1) year prior to the Member's acquisition of the Replacement Property;

c. at the time the Relinquished Property is sold, the Member does not own or rent any additional property zoned for residential use within 75 miles of Boca West;

d. the Member designated to the Relinquished Property must be identical to the Member designated to the Replacement Property;

e. the Member intends to maintain the Replacement Property for personal residential use.

2. At the time of purchase of a Replacement Property, the Member will be required to pay for the membership (including the Joining Fees and all applicable fees, deposits, assessments, etc.), and must maintain Social dues on both units until such time as the first unit is sold and the buyer pays the Joining Fees and all applicable membership charges attributed to such unit. Membership dues are prorated from the date of purchase. A sale and purchase within 30 days is treated as a simultaneous closing and no additional dues payments are required.

3. If the Club determines that the purchase of a Replacement Property in Boca West will not be the Member's only property zoned for residential use within 75 miles of Boca West, then the transaction will be considered a new purchase and the buyer shall be required to remit the then-current Joining Fees to the Club. Upon the sale of the

Relinquished Property, a refund will be made for 80% of the Equity Payment plus refundable deposits, if applicable.

4. Subject to a Member's compliance with the terms hereof, upon the Member's sale of a Relinquished Property, if the Replacement Property acquired by the Member is: (i) an Equity Unit, the Member will be entitled to receive a full refund (100%) of the Joining Fees paid by the Member in connection with the Member's acquisition of the Relinquished Property (ii) a non-Equity Unit, the Member's entitlement to a refund shall be limited to a full refund (100%) of the Equity Payment paid by the Member in connection with the Member's acquisition of the Relinquished Property.

5. If any Member shall have received the economic benefit of an Internal Transfer and acquires an additional property zoned for residential use within 75 miles of Boca West, such Member shall pay any unpaid portion of the Joining Fees that would have been due at the time of the closing and in the event of the sale of such Replacement Property, such selling Member shall only receive 80% of its Equity Payment.

6. A Member selling a Relinquished Property may request that the Club retain such Member's refund for up to 6 months from the closing date of the sale to purchase a Replacement Property, thereby qualifying such Member to apply the applicable refund to the Joining Fees for the Replacement Property. This policy is subject to satisfaction of the following conditions:

a. Dues are paid, current at all applicable times, and will not be refunded.

b. Boca West charge account is and will remain current.

c. The designated Member of the Replacement Property will be made in the same name as the Relinquished Property.

d. Delivery of a $3,000.00 deposit (the "***Deposit***") to the Club.

7. If a selling Member represents to the Club that the Member intends to acquire a Replacement Property within 6 months, the Member may exercise either of the following options while the Club is holding such Member's refund: (i) the Member may request the Club to keep their account inactive; or (ii) the Member may request that they be allowed to continue to utilize membership privileges in the Club. Upon expiration of the 6 month period following the sale of such Relinquished Property, in the event the Member has failed to acquire a Replacement Property, any right to continued membership privileges and use of Club facilities shall terminate, the Deposit shall be released to the Club, and the Member shall receive their refund. Members electing to continue membership privileges and use of Club facilities in the 6 month period following the sale of a Relinquished Property shall be required to pay annual dues during such period and on any extension which may be granted by the Board. There may not be any partial period allocation.

P. Combining Adjacent Residential Units.

1. Any Member who owns or acquires a residential unit in one of Boca West's

Mid-Rise Condominiums who desires to purchase an adjacent residential unit in order to construct a single combined residential unit, may petition the Board to approve the combination of such units, subject to the satisfaction of the following conditions:

a. The Member's petition to the Board shall include architectural and engineering plans that show to the Board's satisfaction that the contemplated construction will result in the creation of a bona fide single residential unit.

b. The Member must obtain all required permits and approvals for the said construction from the Condominium Association, BWMA and all applicable governmental authorities, showing to the Board's satisfaction that the contemplated construction can be carried out lawfully.

c. The Member and Club will enter into a binding agreement ("***Combined Unit Agreement***") setting forth the terms and conditions for the construction and combination of the subject condominium units and the parties' respective rights and obligations with regard to the Joining Fees attributed to such units.

2. The Combined Unit Agreement shall provide for:

a. The Member's obligation to pay the then-present Joining Fees at closing of such Member's acquisition of the condominium unit that the Member intends to combine with an adjacent unit owned by such Member; and

b. The Member's right to a refund of sixty percent (60%) of the Joining Fees paid upon the Member's acquisition of the second condominium unit once the Club has verified the satisfactory completion of construction and the combined unit has been validated by the Club as a bona fide, single residential unit (including, without limitation, a copy of a bill issued by the Palm Beach County Tax Collector evidencing that both units have been combined into a single parcel for property tax purposes), whereupon all dues, assessments, fees and other charges set by the Board shall be levied solely against the single, combined unit.

3. This Rule concerns the acquisition of "middle units" in the Mid-Rise Condominiums at Boca West only. All other petitions to the Board for the combination of residential units shall be handled by the Board on an ad hoc basis. Approval of all Combined Unit Agreements and setting the terms and conditions thereof shall be at the sole discretion of the Board.

Q. Foreclosures and Seizures of Property.

1. Except as set forth in Sections 2.07 and 2.08 of the Bylaws, a Member's Club privileges will be immediately and automatically terminated upon the valid transfer of a Boca West residence. Until a transferee of the subject property is approved for membership and satisfies all requirements to obtain membership, the previous Member will remain responsible for all membership financial obligations, although precluded from use of Club facilities.

2. If the property is taken over by a Mortgagee, governmental agency, BWMA or a Boca West Homeowners or Condominium Association, then that entity shall not be

required to become an Equity Member. For purposes hereof, the term "***Mortgagee***" means a bona fide institutional lender (or an affiliate thereof) that, in the normal course of its business activities, originates loans secured by residential real estate or acquires such loans from a governmental department or agency (whether state or Federal) or from other institutional lenders (or affiliates thereof) that qualify as a "Mortgagee" hereunder and (a) has been engaged in such business for a minimum of three years, (b) is licensed or authorized by the state of Florida or by any governmental department or agency to original or acquire loans secured by real estate in the state of Florida and (c) whose business and affairs are regulated by a state or Federal governmental department or agency. The term "Mortgagee" shall not include any transferee or assignee of the note and/or mortgage evidencing or securing a loan originated or previously acquired by a Mortgagee unless such transferee or assignee would itself be deemed to be a Mortgagee as defined herein.

3. If the property is reconveyed by a Mortgagee, governmental agency, BWMA or a Boca West Homeowners or Condominium Association within 60 days of a seizure or foreclosure to a third party who is nominated for Club Membership, is accepted by the Club and pays the Joining Fees and any and all other monetary obligations, fees and charges to the Club, then the Equity Member shall be entitled to an Equity Payment refund of 80% less any unpaid charges and expenses owed by the Equity Member to the Club.

4. If the property is conveyed more than 60 days after seizure or foreclosure, then the Member forfeits the right to a refund of any Equity Payment.

5. Except as specified in Section III.Q.2 above, the new owner must qualify for membership in the Club and pay the Joining Fees and all other charges, fees and expenses at the time of closing, including any unpaid fees, expenses and membership dues due to the Club from the prior owner even if any or all of the unpaid fees were discharged by virtue of bankruptcy proceedings.

R. Suspension of Membership.

1. Members engaged in conduct which violates the Bylaws, Rules or other governing documents or which is otherwise deemed improper or likely to endanger the health, welfare, safety or good reputation of the Club or its Members may be suspended, fined and/or otherwise disqualified by the Board. The following are examples of sanctionable conduct:

a. failing to meet eligibility for membership;

b. falsifying or omitting information on questionnaires, affidavits, certificates, agreements and other documents submitted to the Club;

c. violating the Club's Bylaws or Rules;

d. allowing his or her Membership Card to be used by another person;

e. failing to accompany a Guest or Relative when using Club facilities. In the case of the following personal services, the Member is required to sign the Guest

or Relative in to the particular facility but is not required to be present during the period of delivery of the following lessons or services: (i) massages; (ii) facials; (iii) wraps; (iv) salon; (v) golf lessons; and (vi) Racquet Sports lessons.

f. exhibiting unsatisfactory behavior, deportment or appearance;

g. failing to pay membership dues, fees or any charges incurred on the Member's Club account currently being used or any other membership owned by the Member, or failing to pay monthly charges within 45 days of receipt of statement;

h. treating Staff, Members or Guests in a confrontational or otherwise unacceptable manner;

i. participating in improper, illegal or tortious conduct;

j. participating in deliberate or grossly negligent destruction or misuse of Club property;

k. assisting or enabling a suspended Member and/or an owner of a Non-Equity Unit to use Club services or facilities in violation of the Rules;

l. otherwise engaging in conduct that the Board deems detrimental to the interests of the Club and/or its Members (e.g., filing frivolous complaints, asserting unfounded allegations, etc.).

2. Notwithstanding any suspension of membership, the Member/Lessee shall remain liable for any unpaid Club account, any unpaid past, present or future Club account balances, assessments and membership dues and such Member/Lessee shall not be entitled to a refund of any part of the membership dues.

3. A list of suspended Members will be posted on the *Members Only* section of the Website. In addition, a copy will be available to the Staff so they may keep record of who is suspended and not permitted to utilize the Club.

IV. GUESTS.

A. Day Guests.

1. A "***Day Guest***" is a guest of a Member/Lessee for the day and must be accompanied by the Member/Lessee at all times when using any of the Club facilities. However, after checking a Day Guest in for personal services such as lessons, massages etc. the Member/Lessee is free to leave the Day Guest and the facility during the performance of the service.

2. With the exception of Day Guests of Individual Members, no person may be a Day Guest at the Club more than six times per Membership Year. Individual Members without Special Designees shall be permitted to have one Day Guest per day. All daily fees for services and use of Club facilities will apply to every Day Guest.

3. **Members, Lessees and non-Member residents of Boca West are not eligible to be Day Guests**.

B. Houseguests.

1. A "***Houseguest***" is a guest who is staying in the Boca West residence of a Member/Lessee. If a Member/Lessee wishes the Club to extend privileges to the Houseguest during his/her stay, the Member must purchase a photo identification card ("***Pink Card***") through the Membership Department. The Pink Card will permit the Houseguest to use the facilities in accordance with all Houseguest policies, as well as allow the Houseguest charge privileges on the Member's/Lessee's Club charge account. The Houseguest need not be accompanied by the Member/Lessee when using the facilities with a Pink Card. The Member/Lessee must be in good standing on all Club accounts in order to request a Pink Card.

2. A Member/Lessee must arrange for a Pink Card in person or in writing (letter, fax or email) three business days or more in advance of the effective date of the Pink Card. Ordering Pink Cards less than 24 hours in advance may result in the imposition of additional fees for expedited service. The Annual Schedule will list the fee per Pink Card for Members/Lessees who are in residence and those who are not in residence during the time the Pink Cards are in effect. These fees are exclusive of daily Guest fees for use of specific facilities.

3. The Member/Lessee, when in residence, must personally introduce the Houseguest to the Membership Staff and pick up the Pink Card in the Club Services office. Upon registration, the Houseguest will be required to present proper identification to pick up his/her Pink Card. If Houseguests are not accompanied by the Member/Lessee to pick up their Pink Cards, the Club will assume non-residence and the Member's/Lessee's account will be charged accordingly.

4. The Club may grant Houseguest privileges to the same Guest(s) for a period not to exceed two weeks, four times per Membership Year. There must be a minimum four-week break between each two-week Pink Card. Pink Cards are issued based on a minimum order of 7 days. Each additional day is prorated. The number of Houseguests who will be issued cards per membership will be limited to four at any one time.

5. The Pink Card will be issued indicating a Houseguest number and the term of the Houseguest privileges.

6. Each Houseguest over the age of 12 must have his/her own Pink Card and present such Pink Card when using the facilities without the accompaniment of the Member. A Houseguest may not have a Guest. Children under the age of 12 must be accompanied by their parent or guardian at all times.

7. Pink Cards must be carried <u>at all times</u> while on the Club premises and presented for use of any of the Club facilities. The Houseguest must sign for all charges using the sponsoring Member's name and membership account number as well as his/her own name. The Member/Lessee shall be responsible for all charges incurred.

8. A Member/Lessee may cancel a Pink Card order up to three days in advance of the effective date of the Pink Card at no cost to the Member/Lessee. Pink

Cards ordered less than three days in advance will not be canceled and the Member will be charged accordingly. Pink Cards that are not canceled and not picked up will be charged to the Member's account.

9. The sponsoring Member/Lessee shall be responsible for the conduct of all Day Guests and Houseguests. If the manner, deportment or appearance of any Houseguest is deemed unsatisfactory, the Member/Lessee shall, at the request of the Club, cause such Houseguest to surrender the Pink Card and be required to leave the Club premises.

10. **Members, Lessees and non-Member residents of Boca West are not eligible to be Houseguests**. Members/Lessees will be held liable for all charges incurred as the result of their Houseguests' use of Pink Cards and for false statements in applications for Pink Cards, whether or not the Pink Cards were issued and such Members/Lessees may be subject to suspension of their Club privileges.

C. Gold Cards.

1. Equity Members may request an identification card ("***Gold Card***") for their Relatives. It is not necessary for children under the age of 24 to obtain a Gold Card. There will be a fee for each Gold Card charged to the Member's account at the time such Gold Card is issued. The Gold Card entitles the bearer to free entrances at the Fitness Center and Aquatics Facility. The Gold Card also allows priority times for use of the Golf and Racquet Sports facilities over other Houseguests. However, it does not provide entrance to any facility or afford charge privileges. Upon registration for any facility, the Relatives must personally present the Gold Card in order to capture the benefit.

2. In order to obtain a Gold Card, proper identification, and relation to the Member must be provided to the Membership Department. The Relative must come to the Club Services office with the Member to have his/her photo taken for the Gold Card.

3. Relatives will be subject to all time restrictions for golf, Racquet Sports and fitness. For related fees, refer to the Annual Schedule.

4. To utilize the Club without being accompanied by a Member, a Gold Card must be "activated." Activation allows Relatives to use the entire Club on their own. A Member must arrange for activation of the Gold Card 24 hours prior with the Membership Department. This must be done in writing, by email or fax and on the App and Website. Activation of the Gold Card is for a minimum of 7 days and requires payment of an activation fee. The Gold Card may be activated a maximum of two weeks per visit. A minimum of four weeks must pass before the Gold Card may be activated again. They may be activated a maximum of eight weeks per Membership Year.

5. Each Relative wishing to utilize Club facilities without the accompaniment of the Member must present an active Gold Card in his/her name. Relatives and Guests may not have a Guest. Children under the age of 12 must be accompanied by their parent or guardian at all times.

6. The Gold Card must be carried <u>at all times</u> while on the Club premises and presented for use at any of the Club facilities. Relatives must sign for all charges using

the name and membership account number of the sponsoring Member/Lessee as well as the Relative's own name. The Member/Lessee shall be responsible for all charges incurred.

7. The sponsoring Member/Lessee shall be responsible for the conduct of their Relatives. If the manner, deportment or appearance of any Relative is deemed unsatisfactory, the Member/Lessee shall, at the request of the Club, cause such Relative to surrender their Gold Card and be required to leave the Club premises.

D. Guest Privileges.

1. All Guests of Members are required to comply with and are subject to the Club's then existing Bylaws and Rules, and subject to discipline by the Board. Should the Board, in their sole discretion, determine that a Guest of a Member has engaged in conduct which violates the Bylaws, Rules, is otherwise deemed improper or conduct that is likely to endanger the health, welfare, safety or good reputation of the Club or its Members, shall, by vote as determined by the Board, be subject to the suspension of their Guest privileges including but not limited to a lifetime suspension.

2. It is not required that the Guest's violating conduct occur while a Guest of Member. Should the Guest be a prior Member of the Club and was previously determined by the Board to have engaged in conduct which violated the Bylaws, Rules, otherwise deemed improper or likely to endanger the health, welfare, safety or good reputation of the Club or its Members, their Guest privileges shall be subject to the authority set forth above.

E. Legacy Guests. In the event that a Member is incapacitated and is a permanent resident in a long-term care or assisted living facility and no longer resides in his/her Boca West unit, upon approval of the Club, one of the Member's Relatives may register for long-term ("***Legacy Guest***") privileges.

1. Qualification. Members, Lessee and non-Member residents of Boca West may not be Legacy Guests.

2. Submission Materials. Registration as a Legacy Guest is conditioned upon the Club's approval of the following materials:

a. a letter or affidavit provided by the Administrator or Chief Medical Officer of the long-term care or assisted living facility or the Member's primary care physician affirming that the Member is incapacitated and will no longer be returning to the Club;

b. a copy of the deed to the Member's unit in Boca West;

c. a copy of the Member's Last Will and Testament (and if applicable, trust instrument) evidencing the Legacy Guest's legal or beneficial ownership of the Member's Boca West residence upon the death of the Member;

d. a questionnaire and fee in the form and amount currently proscribed by the Membership Department;

e. consent to a background screening; and

f. written approval from the Village in which the Member's unit is located.

V. LESSEE PRIVILEGE PROGRAM.

A. Eligibility & Requirements

1. Lessees' eligibility for membership privileges shall at all times remain subject to the limitations set forth in Section III.J.

2. To qualify for Lessee privileges, the Lessee must be renting for a period not less than 120 days and the owner of the Equity Unit which is being leased must be a Member in good standing related to said Equity Unit.

3. There is a maximum of two Membership Years in the aggregate during which a Member unit owner may transfer membership privileges to Lessees of such unit. No Lessee may have membership privileges in the Club during more than two Membership Years in the aggregate.

4. All Lessees who receive membership privileges shall be subject to, at a minimum, the same screening procedures as apply to prospective Members.

5. Lessees must pay the annual Lessee Social dues and have the option of annual add-on dues in their chosen categories (see Schedule of Annual Lessee Dues on the Lessee Privilege Application). Dues must be paid in full in advance. Partial or split payments will not be accepted.

6. Lessees are responsible for a full year's dues regardless of the length of the lease term. Lessee dues are not prorated.

7. Lessees have Social privileges plus the option of adding on Golf or Racquet Sports privileges (see Lessee Privileges & Restrictions).

8. Lessees are permitted to have Day Guests and Houseguests. All Guests of Lessees are subject to daily fees and time restrictions.

B. Lessee Privileges & Restrictions.

1. Golf.

a. Between October 1 and May 31, Lessees may play golf after 11:30 a.m. only.

b. Tee time request cards may be submitted up to 4 days in advance and will be prioritized by the computerized tee time system based on membership class.

c. Phone requests for tee times:

- Lessees having Golf privileges may call for starting times three days in advance after 10:00 a.m. (i.e., call Wednesday at 10:00 a.m. for Saturday tee times).

- Lessees having Racquet Sports or Social privileges may call for starting times two days in advance after 10:00 a.m.

2. Racquet Sports.

a. Lessees who have a Racquet Sports Membership may play tennis and pickleball without a time restriction. All other Lessees may play tennis after 11:00 a.m. between October 1 and May 31

b. Court time reservation cards may be submitted up to thirty (30) days in advance. Assignment of court times is prioritized by the computerized court time system based on membership class.

c. Phone requests for court times:

- Lessees having Golf or Racquet Sports privileges may call for court times three days in advance after 10:00 a.m.

- Lessees having Social privileges may call for court times two days in advance after 10:00 a.m.

- Lessees having Golf or Racquet Sports privileges may call one week in advance for reservations for Club-sponsored tournaments (applies to those events that are not restricted to Equity Members only).

3. Food and Beverage. The Club may, at its discretion, limit events at the Club to Equity Members only.

C. Application Information.

1. The owner of the residence which the Lessee intends to lease must have Equity in the Club related to that particular residence and must be current on all Club accounts in order for the Lessee to be eligible to apply for Club privileges. Returning Lessees are required to reapply each Membership Year.

2. All applicants for Lessee privileges shall be required to consent to the Club's right to perform and conduct criminal, civil litigation and credit background checks. The Club reserves the right to reject any applicant based on the results of such background checks. An applicant who has either been convicted of or who has pled guilty or no contest to a felony will be rejected. The Club reserves the right to reject an applicant who has either been convicted of or who has pled guilty or no contest to one or more Misdemeanors depending on the nature of the offense(s) at issue, including, without limitation, when the incident took place. The Club may reject applicants who demonstrate a history of being litigious or dishonest. Furthermore, as the Club's ability to operate depends on timely payments to the Club, the Club reserves the right to reject applicants whose financial history or circumstances reflect that the applicant may not be able or willing to timely make payments to the Club that are required.

3. To initiate applications for Lessee privileges, the Membership Department must be in receipt of all of the following not less than FOUR WEEKS prior to the beginning

of the lease term:

a. the Lessee Processing Fee;

b. a copy of the fully executed lease;

c. a completed Lessee privilege application;

d. a copy of the condominium/homeowner's association approval;

e. a check for the appropriate dues;

f. a $2,000 mandatory escrow deposit; and

g. authorization by Member for Lessee to apply for Club privileges.

4. The Club's approval process will not exceed 30 days from the receipt of the above-referenced items, unless the applicant is from outside of the United States, in which case the approval process could take up to 60 days. Lessee privileges cannot be activated without the Club's receipt of all of the above and the Board approval of the Lessee membership application. The Club does not accept cash for payment of dues or deposit.

5. Lessees will be interviewed by a Staff member in the Club Services office. At this time, they will be given Rules concerning their privileges.

6. Lessees will be required to have their photos taken for their Club privilege cards.

7. Lessee privileges will expire on the earlier of the termination of the lease term, or the end of the Membership Year.

8. Lessee dues are not refundable.

9. A Lessee cannot be a Guest.

10. Lessees are not Members of the Club and do not have membership rights. They are simply afforded the privilege of using the Club's amenities during the term of their lease.

11. Equity Members are responsible for the deportment of their Lessees.

12. Equity Member are not eligible for Lessee privileges.

13. The Club reserves the right to terminate Lessee privileges at any time.

14. Any Member who is an Officer or Director of any Boca West Condominium Association or Homeowners Association which approves a lease of a unit owned by a Member whose Club account is delinquent at the time that such lease is approved shall be subject to a Club grievance, including, without limitation, being fined and/or suspended for engaging in activity that is detrimental to the Club's harmony, well-being and interests.

D. Lessee Club Accounts.

1. A monthly statement of each account will be prepared and mailed during the first week of each month. The Club requires that all monthly charges be paid within

ten days from receipt of the statement.

2. The escrow deposit CANNOT be used against monthly charges except for the last month of the lease.

3. If at any time a Lessee's charges approach $1,500.00, a partial payment must be made. The account will be automatically deactivated without notice when the balance reaches $1,800.00. Reactivation can only occur following payment in full of the current balance. Payments can be arranged through the Accounting Department. The suspended status will remain in effect for five business days after receipt of payment.

4. A Lessee's privileges and Club account may be automatically deactivated without notice if the unit owner becomes delinquent on any Club accounts.

5. Lessee deposits are refunded not sooner than six weeks after the expiration of the lease term.

6. Equity Members will be responsible for a processing fee for each lease entered into with a Lessee requesting Club privileges.

7. A Member who has leased his residence with Club privileges may not use the Club's facilities in any capacity during the term of the lease.

8. Annual dues must be paid by the Member by September 30. Should the Member subsequently lease their unit to a Lessee who pays for Club privileges, the Member may request a dues refund ONLY if the membership has not been used and the Member does not intend to use the facilities for the duration of the current Membership Year. If the Member requests a refund of the membership dues and the Member utilizes the account in any capacity during the Membership Year, the Member will be responsible for payment of dues for the entire Membership Year.

9. The Member and Lessee may each pay their respective annual dues for use of the facilities, however, the Member may use the facilities only during the time the lease is not in effect.

10. A Member must be continuously current on all accounts for each membership in order for the Lessee's privileges to remain active.

VI. ACCOUNTING.

A. Club Billing and Accounts Receivable. Members/Lessees who do not opt-out of receiving paper statements will be mailed a statement of charges incurred at the beginning of each month for the previous month. Statements are also available for viewing on the Website and the App. Payment of the balance is due within ten days of receipt. Club charge accounts, which are 30 days past due are subject to an administrative charge of 1.5% per month. Any Member/Lessee whose account becomes forty- five (45) days or more past due will be suspended from all Club privileges. Membership privileges may only be reactivated with payment in full of the current balance. The Club does not accept cash payments. All payments made to the Club must be in U.S. funds in the form of a check, money order or online via the App or Website.

Any payment that is returned by the Member's bank for any reason will immediately incur a charge to the Member's account.

B. Annual Dues Billing.

1. Members will be billed annually for charges pertaining to their membership privileges based on the membership selections from the previous year. The Annual Schedule will be distributed and available in the Membership office. Dues are subject to change each year as determined by the Board.

2. The dues billing is mailed with the annual dues package. (Also see Annual Membership under Section III.) Membership dues and all related annual fees are payable in full and must be received by the Club by September 30. Partial payments are not accepted and no portion of these dues or fees may be charged to Member's monthly Club account. The Member's Club privileges and charge account will be deactivated on October 1 until such time as the dues are paid. Dues accounts, which are not paid by September 30, will be subject to an administrative charge of 1.5% per month.

C. Delinquent Accounts.

1. Dues accounts and monthly charge accounts over 45 days past due will subject the Member to the loss of Club privileges which will be reactivated upon receipt of full payment with late fees.

2. Any membership account which remains unpaid for more than 60 days will be subject to a lien, which will be recorded in the official records of Palm Beach County. A fee will be charged to the Member's account for the filed lien.

3. In accordance with the Bylaws, if any Club account owned by a Member is delinquent, the Club may take whatever action it deems necessary to effect collection, including but not limited to, the retention of funds which it may obtain through the sale of another membership previously owned by such delinquent Member.

4. A Member must be current on all accounts for each membership owned in order for his membership privileges to be deemed in good standing.

5. Any payment received by the Club shall be applied first to any interest accrued, then to any charged late fee, then to any costs and reasonable attorneys' fees incurred in collection, and then to the delinquent membership dues, fees, incurred individual charges and/or expenses to the Club. This paragraph applies notwithstanding any restrictive endorsement, designation, or instruction placed on or accompanying a payment.

VII. FOOD AND BEVERAGE.

A. Alcoholic Beverages.

1. All food and beverages consumed on Club properties shall be furnished by the Club. No bottles are permitted to be brought into the Club without prior permission of management. Unfinished bottles of wine may be taken from dining venues as stated by Florida State laws.

2. Alcoholic beverages will not be served, sold, or consumed on the premises during hours prohibited by law. No alcoholic beverages will be sold or served to any person not permitted to purchase them under the laws of the State of Florida or sold for off premises consumption.

3. The Club reserves the right to withhold alcoholic beverages from any person/persons who appears to be intoxicated.

4. Children under the legal drinking age are not permitted in any lounge or other area where a bar is located unless accompanied by an adult.

5. Staff are not permitted to deliver food or liquor to locations away from the immediate area of the venues where alcohol is available.

B. Dining Reservations. Due to the high volume of Members who reside at the Club from October through May, reservations for dinner are highly recommended for Prime Cut, Panache and Blue Point. Unfortunately, there are times when the restaurants cannot accommodate every Member requesting a reservation.

1. Hours of Operation: Monday through Saturday 9:00 a.m. to 4:00 p.m.

2. Making Reservations. Dining reservation requests can be made by reservation cards, faxes (to 488-7824), emails (to diningresv@bocawestcc.org), or on the Website or App. All dining reservation requests must be received/posted no later than 1:00 p.m., two weeks in advance of the date requested. Initial reservation assignments are established 14 days prior to the reservation date. Telephone requests for dining reservations are not accepted until the next business day after the initial reservation assignment has been completed. If a dinner reservation request is not submitted before the above reservation deadline date, reservations must be made by telephone to the reservation line (at 483- 6300).

3. Holidays. Reservation requests for holiday dinners must be received prior to 1:00 p.m. at least 28 days in advance of the holiday. Holiday dinner reservations may be limited to Equity Members and their Relatives. Such limitations will be announced in advance.

4. Confirmation. Members can obtain their reservation assignment after 5:00 p.m. 14 days in advance by logging onto the Website.

5. Reservation Changes and Cancellations.

a. Increases. Increases to the number of people under a reservation can only be done by the Member who made the initial reservation calling the reservation line (488-6300).

b. Cancellations or Decreases. Cancellations or decreases in party size are to be done by calling the reservation line (483-6300). Cancellations must be received before **9:00 a.m.** on the day of the reservation. Cancellation rules are subject to change by the dining venues. Members should verify this information at the time they make a reservation. Cancellation rules apply to all special events and holidays, unless otherwise announced.

c. No-Show Fee. There is a per person cancellation or no-show fee billed to the Member making the initial reservation if a cancellation has not been timely received**.**

6. Maximum Party Size. The maximum group that can be booked in a restaurant without being considered a "private event" is 12 people. Larger groups will be directed to the Catering Department and will be charged for food service based on its applicable rates.

C. Service Charges. A service charge, in a percentage amount (that the Board sets) that will be applied to the total bill for food and beverage sales (and other services) and then added to the bill.

D. Attire. All persons, including children 16 years of age or older, must comply with the dress code established for each dining venue. Dress codes can be found on the Website or by calling dining reservations with specific questions.

E. General Dining Venue Rules.

1. Electronic devices. All electronic devices must be set to mute or to vibrate.

2. First-Come-First-Served Rule. For seating and food preparation purposes, the Club follows the first-come-first-served rule in all food venues.

3. Table Assignments. For all evening events, tables will be pre- assigned before the event. Side by side tables cannot be guaranteed.

4. Late Arrivals. Reservations will be honored up to 15 minutes after the reservation time. Persons arriving thereafter may lose the reservation or may be seated at the discretion of the Staff at the applicable venue.

5. Kitchen Access. Members, Lessees, Relatives and Guests are not allowed in the kitchens.

6. Removal of Food. Food obtained from a buffet or serving station may not be shared or taken out of the room in which it was served.

7. Hors d'oeuvres and Happy Hours. Hors d'oeuvres and "happy hour" foods are to be consumed only in the venue where they are served.

8. Children. Members are responsible for the conduct of their children, grandchildren and other young guests in all restaurant venues. In all dining venues, Children in any venue must be supervised by one or more adults. Running is not permitted. Crying, unruly or disruptive children must be discreetly escorted from the venue by an adult. Highchairs and booster seats are available. Children 13 years of age and older must comply with the Club's dining codes for the various venues.

9. Service Animals. In the event any person attending a dining venue accompanied by a Service Animal that has been registered with the Club in accordance with Section II.K is seated in close proximity to another patron who is allergic to dogs, the person with the Service Animal shall be relocated to another area in such dining venue.

VIII. CATERING

A. Booking Private Functions. Private functions may only be booked by an Equity Member. To book a private party, the Club and a Member must sign a catering function space contract and addenda to same that set forth the details of the parties' mutual agreement regarding their respective rights and obligations (the "***Catering Agreement***"). Upon signing, the contracting Member's account will be charged a non-refundable deposit of $500. The remaining balance due will be charged to the Member's account at the end of the function. Any violation of a Catering Agreement may result in a grievance being filed with the Club against the responsible Member.

B. Sponsored Events.

1. Members who sponsor an event are liable for all contractual and monetary obligations related to the event. Member sponsored organizational events are charged directly to the sponsoring Member's account. That Member must be present at all meetings with Staff related to the event. The Member will be included on all written Club communications related to the event, except for internal Club communications. The Member must disclose to the Club all details pertaining to the event. A Member who sponsors an event must attend the event.

2. Before they are disseminated, the Club must approve in advance all event related media publicity, advertisements, announcements and public relations releases. Such items include, but are not limited to, magazines, newspapers, radio, television, mailings, website related materials and emails that are intended for Members or the public at large. Copies of all of said materials must be supplied to the appropriate Club representative not less than 10 business days before the date set for their initial distribution. The Club may file a grievance against any Member that fails to comply with or attempts to circumvent any of the above rules.

IX. CULTURAL ARTS & ACTIVITIES.

Cards issued to Members, Lessees, Relatives and Guests must be presented at all activities and events.

A. Activity Reservations and Cancellations.

1. Activity Reservations.

a. Each Social Member is entitled to two reservations for each activity or event, unless the Club specifies otherwise. With the exception of Day Guests of Individual Members, all activities and events are for Members only, unless the activity or event is open to Guests.

b. Reservation requests may be made as soon as the activity or event is announced to Members in writing by the request date and will be processed by the reservation system. Reservation confirmations and wait lists will be posted on the Website under "My Calendar" in the "Calendar of Events."

c. If needed, a computer lottery for oversubscribed activities or events

may be conducted, usually on the day after the reservation request deadline.

2. Activity Cancellations. Members must submit any reservation cancellations in writing no later than an advertised reservation cancellation date. Requests after the cancellation date will be reallocated if there is a wait list. If there is not a wait list, Members will be responsible for the full cost of the event.

3. Submission of Activity Reservations and Cancellations. Social activity or event reservations and reservation cancellations must be submitted to the Club in a writing: (i) sent by email to: activities@bocawestcc.org; (ii) sent by mail to: Boca West Country Club, Attn: Activities Dept., P.O. Box 3070, Boca Raton, FL 33431; (iii) made by an Event Request or an Event Cancellation Form; or (iv) entered on the Website or App.

4. Late Cancellations. If a cancellation is received after a cancellation deadline, the Club will make reasonable efforts to fill the vacated space. Otherwise, the Member will be charged in full.

B. General Card Room Rules.

1. Only food and beverages served by the Club can be consumed in card rooms. Food and beverages may not be taken from card rooms. Outside food and beverages may not be brought into any card rooms. Card Room snacks and beverages may be consumed only by those playing cards or other games.

2. All reservations must be made through the Activities Department by emailing cards@bocawestcc.org through the App or Website.

3. No card playing is permitted in any other Club venues unless so posted.

4. Card shufflers are only allowed in the Men's and Ladies' Locker Room card rooms.

5. Card rooms are only available if the restaurant in the building in which it is located is open.

6. Card or the playing of other games is not permitted in any area except the Game Lounge and designated card rooms.

7. Cards, mah-jongg and other board games may be played in the Card Rooms.

8. Children under 16 years of age are not permitted in the Card Rooms.

C. Card Room Guest Rules.

1. The card room Guest rules vary by season and the day of the week and are subject to modification in the form of Supplemental Rules Updates.

2. Guests must show identification and register with the Staff.

3. In card rooms, Members must always play at a table with their Guests.

X. LIFESTYLE & WELLNESS.

A. General Rules. The following Rules apply to all Aquatics, Fitness and Spa facilities:

1. Fees.

a. There are daily fees per Guest, for use of the Aquatics, Fitness and Spa facilities.

b. A "Sports Pass" may be purchased for Relatives and Houseguests intending to use these facilities for seven consecutive days. The Sports Pass does not replace the need for a Pink Card but may be used in addition to a Pink Card.

c. Relatives' and Guests' court fees, golf fees and charges for spa services include the use of the Lifestyle & Racquet Center locker room area and pool on the same day. Members, Lessees and their respective Relatives and Guests must present their court, golf and spa receipt to use the Lifestyle & Racquet Center locker room or pool.

2. Current dress code standards are accessible on the Fitness and Spa section of the Website.

3. Etiquette. Any rude or disruptive behavior, inappropriate contact, profanity, smoking, vaping, and eating are prohibited. Violations of this Rule shall be reported to management and may result in disciplinary proceedings.

4. Children. Children under 12 years of age must be accompanied by an adult.

5. Sanitary Considerations. Persons utilizing Fitness, Spa or Physical Therapy facilities are expected to have bathed/showered either at home or at the venue prior to use.

6. Medical Considerations. Before using any Fitness, Aquatic, and/or Spa equipment, facility, or service, all Members, Lessees, Relatives, and Guests must complete and sign a liability waiver and/or other forms that set forth their personal health history and current health conditions. The Club expressly reserves the right to refuse services to any person who is currently taking prescribed medications or who has a health condition which is contraindicated for a personal or other service.

7. Check-Ins. All Members, Lessees, Relatives, and Guests must check-in at the Fitness, Lifestyle Locker Room, Spa, and Aquatics Reception outlets, with a physical Membership, Pink or Gold Card or Q.R. code on the App.

8. Refuse. All persons using the Aquatic, Fitness, and Spa facilities and washrooms must properly dispose of cans, cups and other rubbish.

9. Lockers. Temporary daily lockers in the Lifestyle Locker Rooms, Fitness Center, and Aquatic Bath House may be used at no charge.

10. Assistance. Personal trainers and physical therapists (licensed or otherwise), that are not Staff or employees of the Club's contractors cannot train or, with the exception of registered Aides, otherwise assist any persons in the Fitness Center,

Spa, Aquatics, or other facilities in the Lifestyle & Racquet Center.

B. Aquatic Facilities.

1. General Rules.

a. Cards issued to Members, Lessees, Relatives and Guests must be presented at the Aquatics Reception Desk for access to pool and aquatic facilities.

b. Rude or disruptive behavior, profanity, smoking and eating are prohibited.

c. No outside food or drink is permitted to be brought in to the facilities. Food must be kept no less than three feet from any pool.

d. Use of all Aquatic facilities at any time is at the swimmers' own risk.

e. Reserving of chairs is not permitted during high demand/peak business times. Management and Staff are authorized to remove personal items from chairs [with the intent to reserve them]during such times.

f. Towels are available at the Registration Desk and are provided free of charge. Towels **must** be returned at the exit to the Aquatics Facility. During periods of high demand, towels may be limited to one-two towels per person at check-in.

g. Showers are required before entering any pool. Showers are located around the parameter of the Aquatic facility, in the Bath House, and Lifestyle Locker Rooms.

h. Changing of swimwear on the pool deck is prohibited. The Aquatic Facility's restrooms or Lifestyle Locker Rooms may be used to change clothing.

i. Glass bottles and drinking glasses, sharp objects, and chewing gum are not permitted in any pool area.

j. Smoking and vaping is not permitted in the Aquatics Facility.

k. Pool furniture must be covered with a towel prior to application of any suntan lotions, sprays or oils.

l. Management and Staff are authorized request the removal of any items deemed unsafe and a risk to anyone in the Aquatics Facility.

m. The following activities are **not permitted** in the pools or the pool areas: (i) running; (ii) ball playing (except in the basketball and volleyball areas); (iii) hanging on basketball rims, volleyball nets or lane lines; (iv) pushing; (v) jumping off starting blocks; (vi) tampering with water jets; (vii) unauthorized diving; (viii) all noisy or hazardous activities, dangerous games and any other activity which the Club's Staff deems unsafe; (ix) use of scuba equipment other than a mask, snorkel and fins (xcept as part of an organized course of instruction); (x) use of skates, scooters, bicycles and skateboards on and around the pool deck.

n. Bicycles, scooters, etc. must be secured in the bike racks provided.

p. Cart parking near the Aquatics Facility is located next to the practice putting area located at the rear of the Lifestyle & Racquet Center.

2. **Children.**

a. Children who need the assistance of flotation devices such as water-wings, life jackets or inflatable life rings must have an adult within arm's reach and are allowed only in the Splash Pad and Kiddy Pool area.

b. Members, Relatives and Guests under 18 years of age are not permitted in the Oasis Pool and Deck (adult upper pool or whirlpool areas).

c. Children in diapers or under the age of 3 years may only use the Splash Pad and Kiddy Pool where a parent's supervision is required at all times.

d. Children in diapers using the Splash Pad or Kiddy Pool must cover the diaper with either rubber pants, a swim diaper or a bathing suit.

e. Diaper changing is prohibited on the pool deck. Restrooms in the Aquatic Facility are equipped with diaper stations.

C. Fitness

1. **General Rules.**

a. No one may enter the Fitness facilities before or after regular operating hours.

b. No food or drink (except water) is permitted. Beverages are provided in the Reception Lounge areas only.

c. Persons using the fitness equipment are required to wipe down each apparatus after such use.

2. **Orientation**

a. First time users of the Fitness facilities are encouraged to meet with a Fitness Staff member for an orientation session.

b. The Staff is available to provide orientation sessions for all Members, Lessees and Guests who wish to begin to use any of the fitness equipment or to participate in any fitness or physical training programs or classes. All questions regarding the use of fitness equipment or classes should be addressed to a Fitness Staff member.

c. Individualized training programs may be designed by the Fitness Staff. Those interested in an individualized program are recommended to book a paid private service.

3. **Guests and Children**.

a. All Relatives and Guests between 12 to 15 years of age are required to complete a Fitness Orientation before using the facilities or scheduling a service.

b. After completing a Fitness Orientation, Relatives and Guests 12 to 15 years of age may use the Fitness Center after 11:00 a.m. to closing from November 1

through April 30. There are no time restrictions from May 1 through October 31.

c. In the Fitness Center, children under the age of 16 must be accompanied by an adult over 18 years of age.

d. In all Locker Rooms children between the ages of 3 and 16 must be accompanied by an adult of the same gender.

e. Members, Lessees, Relatives and Guests must be at least 18 years of age to use any wet areas.

4. **Precautions.**

a. THE CLUB RECOMMENDS THAT PARTICIPANTS CONSULT A PHYSICIAN BEFORE BEGINNING ANY EXERCISE PROGRAM.

b. The use of the Steam Rooms and Saunas should not exceed 15 minutes.

5. **Medical History**.

a. Persons with known medical histories or who have had a recent medical event are required to obtain a physician's written approval or medical clearance before beginning or returning to any exercise program.

b. The Fitness Staff reserves the right to refuse services to any person who is currently taking prescribed medications or who has a health condition which is contraindicated for a personal training or other service.

6. **Use of Fitness Equipment**.

a. Anyone who uses any apparatus or fitness equipment or who uses any services provided in the Fitness facilities does so at their own risk and holds the Club and its Governors, Staff, Members, representatives and agents harmless from any and all losses, costs, claims, injuries, damages or liability resulting they are from and/or from any act or omission of any of the indemnified parties, including acts of negligence.

b. Weights or other equipment may not be used when persons exercise on treadmills, cardiovascular equipment, or other apparatus unless first approved by a Fitness Department representative.

c. Treadmills and other cardiovascular equipment may be used for no more than 45 minutes if there are people waiting.

7. **Adjusting T.V. Channels and Temperatures**.

a. Televisions are set to designated stations. The Staff may change the program schedules for major sporting or special events.

b. Only Staff members may adjust the temperatures in the following areas/facilities: (i) Whirlpool Baths; (ii) Steam Rooms; (iii) Saunas; (iv) Deluge Showers; and (v) Swiss Showers.

8. **Group Exercise Programs**.

a. Persons should not enter or leave a group fitness or other class after it has commenced.

b. Class schedules are announced on the Website, in emails and via other media.

c. All Members and Guests must check in at applicable registration desk with their applicable Membership Card, Gold Card, Pink Card or Sports Pass prior to any class participation.

d. Members cannot sign up anyone except themselves.

e. Class sizes usually are limited. The Staff will decide if creating a waiting list is appropriate. Members on any waiting list have priority over Relatives and Guests.

f. Participants should choose classes that are appropriate to their health, ability and activity level. The Club recommends that participants consult a physician before beginning any classes.

g. Appropriate, athletic footwear is required.

h. Participants must be at least 12 years of age.

i. All classes begin on time as scheduled. There is a five-minute grace period, after which Fitness Staff/instructors will deny entry to participants who are late.

j. Electronic devices are prohibited during class.

k. Participants who are disruptive or who endanger their own safety or the safety of others may be removed from classes by the Staff.

l. The instructor or Staff may regulate the studio's temperature as well as the tempo and volume of any music utilized in the studio.

m. With the exception of water in a sealed container, all outside food and drinks are prohibited in group classes.

9. **Private and Semi-Private Training**.

a. Private and semi-private sessions are available for personal training, yoga and Pilates.

b. Fees for these services are charged to the participating Members' accounts.

c. Appointments are required.

d. If there is available space, Relatives and Guests may participate. A Member who sponsors a Relative or Guest is responsible for payment of all fees.

e. Members may book standing appointments, if they have been made available. Members must follow the procedure for checking in at the Fitness Center reception desk. Participants should arrive at least 10 minutes before their scheduled appointments.

f. If an appointment for private or semi-private sessions of personal training, Pilates or yoga is missed, the responsible Member is required to pay for the missed session and will be billed accordingly.

g. Appointments must be canceled by the responsible Member at least 24 hours in advance to avoid a full–payment penalty.

h. "No shows" or cancellations which are not made at least three hours before the time of the appointment will result in a fee being charged to the Member's or Lessee's account.

D. The Spa

1. Appointment Check-In. All scheduled Spa treatments should be checked in at least 30-60 minutes before the time of appointment.

2. Cancellation Fees.

a. Appointment times are reserved exclusively for the person receiving treatment/services and the service provider. Accordingly, the Spa requires a minimum of 24 hours of notice for cancellations or changes.

b. If an appointment is made for an INACTIVE Guest, the Member is required to be present and sign in for the Guest. If the Member is not present to sign for the Guest, the Guest will **not** be able to receive their service, and the Member's Account will be charged a 50% LATE-CANCEL/NO-SHOW FEE on the full price of the scheduled service.

3. Children.

a. Children under the age of 18 must be accompanied by a parent when using the Spa facilities.

b. The minimum age for scheduling and receiving Spa appointments is twelve (12) years old and the parent/guardian must be with them throughout the service.

c. Those between 12-17 years of age are prohibited from using the Spa Saunas, Steam Rooms, or the Roman Tub; however, they may use the vanity areas and showers.

4. Aides. If assistance is needed getting on/off a treatment table, or dressing, the Aide is required to be with the Member prior to and following the treatment. A form may be required to allow any such treatment.

XI. GOLF

A. General Rules.

1. The United States Golf Association Rules of Golf and any local Club Rules apply at all times.

2. Mutual courtesy and respect for all Members, the Staff, and for the golf courses is expected at all times.

3. Fixing of ball marks, filling of divots; and honoring of “cart path only” and all other instructions of the Golf Staff are mandatory.

4. League participation is reserved for Golf Members only.

5. Cutting-in or jumping over are not permitted at any time unless authorized by a member of the Golf Staff.

6. Only the practice range, short game areas, and practice putting greens (“***Practice Facilities***”) may be used for practice. Practice is not allowed on the golf courses.

7. All members of the Golf Staff have the right to enforce all Golf and other Club Rules, including the No-Show Policy and Rules & Regulations Policy.

8. All tournament play must be approved in advance by the Board.

9. Each player must have his or her own set of clubs. No walking is permitted on the golf courses. Spectators are permitted only for specific Club events. Riders on carts are only allowed during certain times and a cart fee will be charged.

10. Prior to teeing off, all Members and Guests must check-in for play in the Golf Shoppe at the Golf Registration Desk. Members must provide the full name of each Guest at check-in.

11. Day Guests are allowed to play golf no more than 6 times per Membership Year (regardless of host Member). This Rule does not apply to any Individual Member without a Special Designee, who may host one Day Guest per day.

12. Credits will only be offered on the day of play and shall be provided only if no more than 3 holes have been played on 9-hole rounds or no more than 13 holes have been played on 18-hole rounds.

13. The Registration Desk, Bag Room and Cart Room are Staff-only areas.

14. Golf Member groups have exclusive access to all tee times prior to 11:30 a.m. from October 15 through May 15. During this timeframe, groups with Social or Racquet Sports Members will be assigned tee times after 11:30 a.m.

B. Golf Dress Code.

1. Current dress code standards are accessible on the Golf section of the Website.

2. Appropriate golf attire is mandatory for all players, of all ages, and on all golf courses and Practice Facilities. Not all merchandise sold in the Golf Shoppe and other Club retail shops is acceptable for use on the golf courses or Practice Facilities. Players who do not comply with the dress code will not be permitted to play or practice.

3. Members are responsible for the proper attire of their Relatives and Guests.

4. All persons must remain covered at all times while in the locker room areas.

5. Questions concerning proper attire should be directed to the Golf Shoppe.

Any attire deemed inappropriate by the professional staff, in their sole discretion, will be prohibited on all golf courses and Practice Facilities.

C. Tee Time Requests and Assignments.

1. Tee time requests made through the Website are accepted between 7 and 60 days prior to the day of play. All Member-players on a single tee time request will receive an email confirming the request. There is no benefit as to how many days in advance the tee time request is made.

2. Tee time requests must be submitted NO LATER than 5:00 p.m., 7 days before the selected date of play.

TO PLAY ON:	SUBMIT BY 5:00 P.M. 7 DAYS BEFORE ON:	CONFIRMATION EMAIL @ 5:00 P.M.
SUNDAY	SUNDAY	MONDAY
MONDAY	MONDAY	TUESDAY
TUESDAY	TUESDAY	WEDNESDAY
WEDNESDAY	WEDNESDAY	THURSDAY
THURSDAY	THURSDAY	FRIDAY
FRIDAY	FRIDAY	SATURDAY
SATURDAY	SATURDAY	SUNDAY

3. Multiple tee time requests may be linked together with up to FOUR foursomes who seek to play in consecutive times per each request. All Linked groups must have at least three players in each group. Use of this request option may reduce tee time availability.

4. Tee Time assignments are made six days prior to the day of play. All Member-players will receive an email confirmation.

5. Player Changes**.** Groups who wish to change a player after a tee time assignment has been made may do so on the day of play during registration in the Pro Shop. Tee times are assigned based on the Membership priority of the group.

***** Note: The player substituted or added must be from the same or higher Membership category. Individual Golfers looking for a game on the day of play will only be assigned to a group with a like priority**.

6. Phone Call Tee Times**.**

a. Phone calls for tee times are accepted from Golf Member groups beginning 3 days in advance of the date of play, between 7:00 a.m. and 5:00 p.m. Social

Member groups may call 2 days in advance of the date of play, after 10:00 a.m.

b. Members calling during the above times may be assigned to a tee time or placed on the wait list. If, requested and if a better tee time becomes available, the Staff will notify the Member on the wait list that they have been taken from the wait list and assigned a new tee time.

7. Multiple Tee Time Rule. Multiple tee time requests submitted on paper should be stapled together. A Golf Member group may request up to three starting tee times under the following conditions:

a. Each player must be registered by name and Membership number.

b. The Starting Times Staff must be notified of all changes in players.

c. Multiple tee time groups must contain a minimum of three players on each card. If cancellations create a twosome, Staff will add players to the group and condense them or add another player.

8. Duplicate Requests**.** Members must organize games to avoid tee time request duplications. Group or individual players listed on more than one tee time request cards will be eliminated from all but one of the request cards as chosen at the Club's discretion.

9. Cancellations and the No-Show Rule**.** Cancellations must be made by calling 483-6390, which is accessible 24 hours a day. This rule applies to group, individual, league and tournament play.

10. No-Show Fees. Per person no-show fees will be charged for each tee time reserved for each golfer who either does not present him/herself to register to play or if their reserved tee time is not timely cancelled. No-show fees will be the responsibility of each individual player in a group. A Member who registers a group that contains Guest golfers is responsible for no-show fees assessed on each Guest. No-show charges appear on all applicable Members' monthly statements as "Golf No-Show". To avoid no-show fees, tee times must be cancelled at least one hour in advance of your tee time.

a. Cancellations are made by notifying the Cancellation/Waitlist Line at 483-6390 by giving the Member's name(s), their account number(s), and all tee time(s) for individuals being canceled.

11. Registration.

a. All players except singles must have a starting time prior to registration. To secure a starting time a group of Members who do not have a previously assigned tee time must call the Tee Time Registration phone (488- 5660). All players must register at the Registration Desk before their tee time. The Registration Staff cannot sign in Members without a starting tee time. Starters cannot assign tee times.

b. When registering to play each Member must present their photo I.D. Membership Card, in person, to the Registration Desk. All Relatives and Houseguests must have a valid Gold Card or Pink Card or be accompanied by a Member. This rule

applies to the use of all golf facilities.

12. Teeing Off.

a. At the starting hole, each group must put the ball in play at their scheduled time (or before, if so instructed by the Starter). This means that an 8:00 a.m. group must be available and have the 1st player tee off at 8:00 a.m. The other players must tee off as the previous player's ball comes to rest.

b. If a group arrives late for their tee time but before the next scheduled tee time, to begin play they must go to the 150-yard marker on the first hole to be played. If a group arrives after the next scheduled tee time, their tee time is forfeited, and they must reschedule.

13. Rain Checks. When rains cause termination of play, a full credit for that day's greens fees and cart fees will be issued if requested prior to teeing off on hole number 4. Players requesting rain checks prior to teeing off on hole numbers 5 through 13 will be charged for playing 9 holes. Rain check credits will ONLY be issued if requested on the day of play. It is the responsibility of each player to apply for a rain check. **No credit will be given for any change in fees or players or the number of holes played after the day of play.**

D. Golf Course Etiquette. Each person using a golf course must do his or her part to make the round of golf a pleasant experience for everyone. The following rules will help do so:

1. *Play "ready golf" such that you are promoting a favorable pace of play that is within the expectations of 2-hours or less for 9-holes and 4-hours or less for 18-holes.*

2. Golf cart parking is available around putting greens in areas identified by blue stakes.

3. Always avoid roped off areas and follow all directional signs.

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

5. Repair ball marks on the greens, even those left by others.

6. All divots should be filled with sand from the sand buckets on all golf carts.

7. Carefully rake sand traps after use.

8. When a ball lands on private property, leave it there. Do not retrieve it.

9. Proper golf etiquette should always be observed. No excessive noise, Club throwing, or profanity is permitted at any time.

E. Pace of Play. *In the event of slow play, to avoid conflicts with other Members/Guests, contact the Golf Shoppe at (561) 488-6924 and request an on-course professional to assess the situation. .*

What is a "reasonable pace of play?" A reasonable pace of play is an 18-hole round of golf which, from the time the first player tees off on #1 until the last player holes out on #18 takes 4 hours or less. This timeframe should be reduced to 2 hours or less for 9-holes and 80 minutes for 6-holes.

To play at a reasonable pace, a group needs consistency. Your group's consistent pace throughout a round means a comfortable consistent pace for everyone.

"Rabbits" are groups that play faster than the pace of play guidelines mandate. They should slow their pace if they are "pushing" groups in front who are moving at a reasonable pace. Remember that "playing through" is not permitted as it has been shown to only delay the rest of the course.

"Tortoises" are golfers that play slower than the pace of play guidelines specify. If they are holding up groups behind them, they need to improve their pace. The rule is that they should tee off on the next hole from its 150-yard marker or they should skip the hole entirely.

For these rules to work, 100% cooperation is needed for 100% of the time. By following these rules players will become more aware of pace of play and their actions will contribute to the overall enjoyment of golf at the Club!

F. Handicaps. Handicaps are computed in accordance with current USGA recommendations. The computation of each Member's golf handicap is overseen by the Club's Golf Professionals, and they have the right to adjust handicaps if deemed necessary.

1. Members must establish and continually maintain a handicap by use of the GHIN System (a GHIN's "app" is available online). In compliance with USGA guidelines, correct scores for all 18- or 9-hole rounds played must be entered for all game and tournament scores. To be eligible for net prizes, all participants must post at least five 18-hole scores in the six months preceding each event.

2. All Members and Guests who participate in Club-sponsored tournaments or outings that involve net-scoring must have handicaps that are either established or confirmed through the Club.

3. The Club reserves the right to alter Members' handicaps based on performance in more than one tournament or for such other reasons determined to be applicable by the Golf Professional Staff in its sole discretion.

G. Junior Golfers.

1. Any Relative or Guest under the age of 23 may play golf for a discounted rate after 3:00 p.m.

2. To operate any golf cart on Club property, junior golfers must at least 16 years of age.

H. Relatives. All Relatives must present an active Gold Card to the Golf Registration

Desk in order to receive any applicable discounted non-Member rates.

I. Social/Racquet Sports Membership Play. Social and Racquet Sports Members are permitted to play golf only after 11:30 a.m. from October 15 through May 15. Social and Racquet Sports Members may not play golf as a Guest of a Golf Member.

J. Lessee Play. A first-year Lessee who takes a Golf Membership will have Golf privileges during that year. Lessees of Golf Members may play golf only after 11:30 a.m. from October 1 through May 31 and anytime from June 1 through September 30. A Lessee may not be a Guest at the Club.

K. Guest Play. A request for a tee time for a group that includes a Guest may be made for any time, subject to such tee time restrictions as may be determined by the Board, or as otherwise provided for in these Rules. Relatives' times will receive a priority over all other Guest times.

L. Practice Facilities.

1. Only range balls are to be used on the golf Practice Facilities. Range balls may not be used on any golf courses, nor may they be removed from the golf Practice Facilities.

2. Hand bag ball shaggers are not allowed on the Practice Facilities or the golf courses.

3. On the Practice Facilities golf balls must only be hit from designated teeing areas. Hitting balls from the rough or sides of any Practice Facility is not permitted.

4. Proper golf attire is required at all times on the Practice Facilities (see Section XII.B above).

5. Children under the age of 13 (including certified junior golfers) must be accompanied by an adult.

M. Golf Carts.

1. Golf Cart Jurisdiction.

a. The Club has jurisdiction over and rules that apply to all golf carts that operate on our golf courses, near the Lifestyle & Racquet Center and the Country Club (Panache) building, on golf course related cart paths, and on other Club property. BWMA has jurisdiction over and rules that apply to any carts that operate on all other areas within Boca West, including all streets, sidewalks and vehicle parking areas.

b. All Club-supplied and all Member-owned carts operated within Boca West must comply with all provisions governing cart use herein and all rules promulgated by BWMA. These Rules and BWMA rules are monitored and enforced independently of each other by the respective entities.

2. Rules That Apply to All Carts.

a. Occupancy. No child is permitted to sit on the lap of the driver of a cart. Golf threesomes and Foursomes are to use two carts.

b. Right-of-Way. Autos and pedestrians always have the right of way over carts.

c. Age Requirements. Each cart operator must be at least 16 years of age.

d. GPS. All carts must be equipped with a GPS yardage display and communication unit ("***GPS Device***"). During play, use of the GPS Device is mandatory, and in no event shall Members cause or permit any GPS Device to be shut-off or disabled.

e. Clubs. Each cart must have a set of golf clubs for the driver and a separate set for any passenger who is playing golf.

f. Signs. All Members, Lessees, Relatives and Guests must obey all traffic signs and control devises, as well as cart and other directional signs; including all "Cart Path Only", "90 Degree Only", Course or Hole "Closed" signs.

g. 90 Degree Only. These signs require cart to be driven on the cart path parallel to the hole until the cart reaches the side of the fairway near a ball; then taking a 90-degree turn, either right or left, and crossing the fairway directly to the ball. After the ball is struck, the cart is to be driven off the fairway by the shortest route possible.

h. Cart Paths and Travel. All motor vehicle laws and traffic regulations apply to the use of carts. Wherever possible carts are to use cart paths, "roughs" and cochina areas, especially when near tees and greens. Shortcuts across golf courses are prohibited. Carts must yield to golfers, autos and pedestrians. Carts must stay to the right on all cart paths.

i. Wet Areas. Avoid soft or wet areas, especially after rains.

j. Risk of Operation, Damages. Cart operation is at the risk of the operator. Members who allow non-Members to operate carts are responsible for same. Any cost to repair any damages to property or to a cart operated by a Member or his or her Relatives or Guests will be charged to such Member.

k. Non-Golf Access. Cart paths and other paths within all golf courses and the courses themselves are not to be used by joggers, walkers, cyclists or for any other non-golf related traffic or activities.

l. Disability Flags. Members who present the Membership Department a valid state issued disability permit will receive a numbered Disability Flag that will be placed on their golf bag. Disability Flags are non-transferrable and are designed for the sole use of the Members to whom they are issued. Flag recipients must sign off on and follow all rules pertaining to the use of Disability Flags. Members 85 years of age and older may register without a state issued permit.

m. Electric Carts, Directional Signals. All carts must use electrical power only. Mechanical or hand directional signals must be used by drivers of carts.

n. Accidents. Any cart operator who is involved in an accident resulting in injury or property damage of any amount must immediately notify the Boca West

Security Emergency phone line (483-9229), the appropriate law enforcement agency and the Club.

o. Parking. Carts are to be parked in Cart Parking Areas located throughout the Club. They are not to park in motor vehicle parking areas, on cart paths or other areas that are not specifically for cart use.

p. Day and Night Driving. Cart use is permitted during the hours from sunrise to sunset. Carts with operable headlights, brake lights and directional signals may be used after sunset on cart paths adjacent to a golf course but not on any golf course.

q. Grievances and Violations. Violations of the Club's cart rules may result in a grievance being filed with the Club against the responsible Member. BWMA Security personnel may issue citations for violations of BWMA rules and for violations of applicable state and local laws or regulations.

r. Venue. Cart operators are strictly prohibited from driving any golf carts outside of Boca West.

s. Indemnification. Every person who operates a cart on Club property, agrees, by virtue of and as a condition to operating such cart on Club property, to indemnify and to hold the Club, its officers, directors, Staff and Members harmless from and against any and all losses, liabilities, damages, costs and expenses related to or arising out of injury to or death of persons, or damage to property occasioned by, resulting from or arising out of the operation of such cart on Club property and/or elsewhere within Boca West.

3. **Additional Rules That Apply to Member-Owned Carts.**

a. Occupancy. No more than two people can ride on a cart at any time; provided, however, that additional passengers shall be permitted so long as such use does not exceed manufacturers' recommendations.

b. Registration. After completing the BWMA's separate cart registration process, a Member who owns a private cart must bring the cart to the Club Services office, record the cart's serial number, and obtain trail fee decals. First time cart registrations require the following: (i) a completed application for Private Cart Privileges (available in the Club Services office); (ii) a signed copy of the Private Cart Rules; (iii) payment to the Club of the then applicable annual trail fee; and (iv) confirmation of the cart's serial number that was previously supplied to BWMA.

c. Condition and Operation. Member-owned carts must be maintained properly, in good operating condition and comply with all cart requirements established by BWMA.

d. GPS. Each cart owner shall be responsible for ensuring that the GPS Device installed on their cart is properly maintained and adequately charged at all times.

e. Family Trail Fee. The spouse of an Equity Member may have a private cart under the option of Family Trail Fee.

f. Sand. Carts must be equipped with sand.

g. Check in. Members with private carts must first register at the Golf Shoppe before going to an assigned course to tee off. They cannot go directly from their home to the course.

h. Radios. Cart radios may be used only when other people near the cart will not be affected.

i. Simultaneous Play. Each Member-owned cart with a Family Trail Fee and Family membership entitles a husband and wife, playing separately, to use a Club cart when one spouse is using the Member-owned cart. When more than two family members on a Family Trail Fee Membership play golf simultaneously, each additional person will be charged the normal cart fee.

j. Guest Use and Fees. Houseguests with a valid Pink Card are permitted to use a Member-owned cart. All Guests are charged the normal Guest cart rate when using a Member-owned cart.

k. Liability Insurance. Each owner of a Member-owned cart shall maintain a minimum of $300,000 of personal liability insurance coverage, and coverage for the cart's operation within Boca West.

l. Breakdowns. Member-owned carts that become inoperable during play will be replaced with a rental cart at no charge and will be towed to the Clubhouse. The Club accepts no responsibility for any damage that may occur during towing. The Club does not provide private cart storage or maintenance. During repairs to Member-owned carts, in any one Membership Year, a rental cart is provided at no charge for a maximum of three rounds.

4. **Additional Rules That Apply to Club Supplied Carts.**

a. Golf Use. The Club's carts are to be used only for playing golf or for going to or from a golf course or golf practice facility. At no time may the Club's carts be used: off the assigned golf course; for personal errands; or for travel to, from, or within any residential village. The Club's carts must be returned to the Cart Storage Area after the completion of play. A $recovery charge will be assessed for Club carts that are not returned timely.

b. Occupancy. No more than two people can ride on a Club cart at any time.

c. Charges. Cart use fees are charged individually to each of two Members who share a Club supplied cart, except that Members who have paid Trail Fees are not charged for their use of a Club cart. Members are responsible for their Guest's Cart Fee.

d. Cart Condition. Club supplied carts are to be returned in the same condition they were in when they left to begin a round of golf. If the cart malfunctions during play, on request, a replacement cart will be delivered to the course at no charge.

The cart rules may be amended from time to time. Violations of these rules may result in the loss of a Member's cart privileges and/or playing privileges.

XII. RACQUET SPORTS

A. Etiquette.

1. Proper etiquette must be observed at all times. Excessive noise, racquet/paddle throwing, profanity or other unsportsmanlike conduct is not permitted. Such conduct may result in a player being asked to vacate the court, or the commencement of a grievance procedure.

2. All players should arrive at the assigned court no more than 10 minutes before their scheduled starting time. If other Members are still playing when players arrive at an assigned court, noise and movement should be kept to a minimum. Players should be allowed to finish a game in progress whenever possible.

3. Bicycles, mopeds, vehicles and golf carts must be parked in the appropriately marked locations, and not between courts or on walkways. Their operators should be considerate of players at all times. Golf carts, mopeds, bicycles, etc. may not be driven on any path in the Racquet Sports complex.

B. Dress Code. Current dress code standards are accessible on the Racquet Sports section of the Website.

C. Reservations.

1. When reserving a court, Members must supply the following: (i) name and Member number of each player in the group (Member numbers are available in the Club directory on the App and Website); (ii) the time the group would like to play; (iii) the sport-type (tennis or pickleball) designation; and (iv) if applicable, the names of any Guests. All of the foregoing information must be entered on the Website or App**.**

2. Court Time Reservation Schedule. Reservations may be made up to four days in advance. Social Members may reserve pickleball courts only on the day of play.

3. Court assignments will also be prioritized based on the number of Lessees, Relatives, Guests and non-Racquet Sports or Racquet Sports Members in the group in accordance with Club policy. During the period of November 1 through April 30, Social Members and their Guests may not play before 11:00 a.m.

4. Members may see their confirmed reservation times for tennis on the Website and App.

5. A complete history of each player's assigned court times is available for review at any time.

6. Non-Racquet Sports Members may reserve courts free-of-charge for use starting at noon daily. Non-Racquet Sports Members cannot participate in any leagues or tournaments, as they are reserved for Racquet Sports Members only.

7. In Person Reservations. A Member may make a reservation in person at

the Pro Shop no more than four days in advance, or by telephone at 488- 6996. The Staff will take reservations at the desk only if other Members are not waiting.

8. Reservations Changes. Any number of names in a group may be changed prior to the day of the reservation.

****** Note: The player substituted or added must be from the same or higher Membership category (i.e., any substitute for a Golf or Racquet Sports Equity Member must be a Golf or Racquet Sports Equity Member). ******

D. Restrictions on Play.

1. Play will be limited to 1-1/2 hours for doubles or singles unless otherwise determined by the Racquet Sports Committee or, under special circumstances, determined by the Director of Racquet Sports. During exceptionally crowded periods of play, all doubles play will be limited to one hour and singles play may be eliminated.

2. If there are more than 60 reservations submitted for the peak hours of a given day, the Director of Racquet Sports, at his or her discretion, may modify the reservation system. If selected, all reservations will fall into 1 of 2 time slots; 8:00 a.m. to 9:30 a.m. or 9:30 a.m. to 11:00 a.m. This ensures 2 full rotations on the available courts.

E. Registration to Play.

1. Membership Cards, Gold Cards or Pink Cards must be presented, and all fees paid when registering for play. **All players must register at the Pro Shop before going to a court**. Members who do not have their Membership Card may not be a Guest of another Member. Guests may not have Guests.

2. All players are required to sign-in for reserved courts at least 10 minutes prior to their reserved time. Players who do not sign-in 10 minutes prior to their reserved time may have their court reassigned to Members who are awaiting a walk-on court.

3. A group that has already played may sign-up for an additional court beginning 10 minutes after the end of their time or they may continue on the same court, if no players show up to play.

F. Rain Day Court Assignments. During business hours, Staff will determine whether or not courts are playable.

1. If there is rain during the night that results in closed courts:

a. Reservations will be honored from the time the courts are opened. To accommodate all reservations, all dry courts will be used.

b. Courts will be closed if there aren't enough courts for players. The Director of Racquet Sports may determine that play will be limited to doubles only.

2. If there is rain during play that results in closed courts:

a. If the rain delay is less than 45 minutes, groups can return to their courts and finish their time. They may also choose to forfeit the balance of their reserved time and

sign up for a future court time or walk-on court. Players who have not played are always given preference on the walk-on list.

b. If rain delay is longer than 45 minutes, all reservations for the time after the courts reopen will be honored. All other groups will sign in on a waiting list and, as courts become available, groups will be assigned a court on a first-come, first-served basis.

G. Night Play. Lights will be turned on only if a court reservation is made. Reservations must be made during pro shop hours. Tennis reservations will be posted at the main pro shop entrance after hours, and pickleball reservations will be posted on the bulletin board by the pickleball courts. Sign up priority for night play will be on the same basis as daytime play.

H. Morning Tennis League Players. Members participating in prime-time league matches may not reserve a court or take a walk-on court prior to participating in a league match on the same day.

I. Lessee Play. Lessees who have a Racquet Sports Membership may play tennis or pickleball without a time restriction for a period of one year. All other Lessees with Club privileges may play after 11:00 a.m. daily. These time restrictions will be in effect from November 1 through April 30.

J. Guest Play.

1. Day Guests may not play prior to 11:00 a.m. Gold Card holders and Houseguests may play prior to 11:00 a.m. as long as they are associated with an account that has a Racquet Sports or Golf Membership.

2. Guest court time restrictions may be put into effect as determined by the Board.

3. Guests will be charged the fees listed on the Annual Schedule.

4. Each Member may bring up to three Guests.

5. Houseguests (not accompanied by a Member) must present a valid Pink Card. Also refer to Guest Rules under Section IV above.

K. Relatives. Each Relative must have an active Gold Card and present it to the Racquet Sports registration desk at the time of play in order to play in priority court time over other guest requests. The Relative must be accompanied by the Member or present a valid Gold Card. For information on obtaining a Gold Card, refer to Gold Card and Guest provisions of the Club Rules.

L. Complimentary Guest Days. The Board will determine the period each year when Members may bring Guests without the payment of a Guest court fee. The days and times will be determined and announced annually and may vary.

M. Junior Players. Juniors under the age of 22 may play after 12:00 p.m. at no charge.

XIII. ADDITIONAL CLUB FACILITIES.

A. Membership Park.

1. Dog Park. With the exception of the designated fenced areas, dogs must be on a leash at all times. There are bag stations and litter cans available for owners to scoop the poop. Owners must accompany their dogs at all times. Puppies under four months, female dogs in heat or sick dogs are not permitted in the park. No food, alcohol, bikes, roller blades or skateboards are allowed at the park. Aggressive behavior of a pet must be stopped immediately. Dog owners are responsible for the actions of their dogs and any damage or injury to a person or property caused by the same. Dog owners who violate these rules are subject to the Club's disciplinary process including possible grievance.

2. Permitted Use. A Houseguest with an active Pink Card may use the park without a Member. A Relative with an active Gold Card may use the park without a Member. A Day Guest (without any active card) must be accompanied by a Member when using the park.

B. Game Lounge.

1. Only current Members and registered Guests may use the Game Lounge.

2. Everyone entering the Game Lounge must sign in with a Staff attendant. Members are responsible for signing in their Guests.

3. A parent or legal guardian must supervise children under the age of 18. Children under the age of 16 are not permitted to use the billiards tables.

4. Billiards tables may be reserved in the evenings for a maximum of two hours. Reservations may be made via email to cards@bocawestcc.org or through the App or Website. Management may also restrict use of billiards table to Members only for designated days and times. All other games are available on a first come, first serve basis.

5. When others are waiting, please limit game use to one hour.

6. No sitting is permitted on any of the game tables.

7. Food and beverages shall not be placed on the surfaces of any game tables.

8. No outside food or beverages are permitted.

9. Equipment required for games will be provided by a Staff attendant and must be signed in and out by a Member. Damage to any equipment must be promptly reported to Staff.

10. Music and television volumes must be set to a level as to not disturb other parties utilizing the facility.

11. Leave the area neat and clean following use.

12. Card room dress code and Guest policies for card tables apply to the Game Lounge.

13. Management reserves the right to restrict or deny use of the Game Lounge to any person in violation of the above Rules.

C. Bocce Courts.

1. Only current Members and registered Guests may use the Game Lounge.

2. A parent or legal guardian must supervise children under the age of 18.

3. Courts are available on a first-come, first-served basis.

4. Holding courts is not permitted.

5. When others are waiting, please limit game use to one hour.

6. Food and beverages are not permitted on the surfaces of any court.

7. No outside food or beverages are permitted.

8. Equipment required for games will be provided by a Staff attendant and must be signed in and out by a Member. Damage to any equipment must be promptly reported to Staff.

9. Leave the area neat and clean following use.

10. Aria hours of operation and dress code policies apply to bocce courts.

11. Management reserves the right to restrict or deny use of the bocce courts to any person in violation of the above Rules.

D. Business Center. The Business Center is located on the second floor of the Lifestyle & Racquet Center. Hours of operation are posted on the Website.

1. Only current Members and registered Guests may use the Business Center.

2. A parent or legal guardian must supervise children under the age of 16.

3. When others are waiting, please limit computer use to one computer per person and limit time of use to 30 minutes.

4. At no time should any of the computers' settings be changed.

5. Do not save personal files to the computers' hard drives. Any files saved on the computers' hard drives will be deleted.

6. Flash drives or other external hardware may not be connected to, and software programs may not be uploaded to or downloaded from the computers.

7. Computers may only be used for lawful purposes. Transmission of material that violates federal or state laws or regulations is prohibited. This includes, but is not limited to: copywritten material, material protected by trade secret laws; and defamatory, profane or obscene material.

8. Information, programs or data obtained while using Club computers is at the users' own risk.

9. When computers are used to access other networks or sites, the user must comply with the Club's Rules and the rules for that network or site.

10. By allowing access to a website, the Club is not deemed to have endorsed or sponsored the website or its contents. The Club reserves the right to block or otherwise preclude access to websites.

11. By using the Club's computers, the user agrees to indemnify and hold the Club, its officers, directors, Staff and Members harmless from any claims or damages resulting from their use of these services that may be incurred by the user or any third party.

12. No phone calls are permitted on the fax machine.

13. Leave the area neat and clean following use.

14. Notify Club management of any technical or equipment issues.

15. No eating or drinking is permitted.

16. Management reserves the right to restrict or deny use of the Business Center to any person in violation of the above Rules.

E. The Shoppes at Boca West.

1. Unworn/unused regularly priced merchandise, maybe returned for a full refund within 30 days of the date of purchase.

2. All returns must be in original packaging with Club and vendor tags attached and accompanied by the purchase receipt.

3. The Club is not responsible for damage due to improper garment care. If damaged garments are accepted by the Club for return, they are subject to store credit only upon the manufacturer‘s approval, which often takes six weeks or more to obtain.

4. Golf and racquet sports equipment, jewelry, chocolate/candy, wine purchases and "sale" merchandise are all "final sale" and may not be returned.

5. Regularly priced, in-stock items that are specially ordered because the Club is out of a size or color may be returned for full refund within seven days of delivery to the person receiving the special order. Specially ordered goods that are not normally carried in Boca West Shoppes are "final sale" only and may not be returned.

6. All trunk show and "pop-up sale" merchandise and customized merchandise orders are "final sale" only and may not be returned.