

AMENDED AND RESTATED BY-LAWS OF MIZNER COUNTRY CLUB, INC.

Effective March 9, 2020, the
Mizner Country Club By-Laws (the “By-Laws”)
Shall be amended to read as follows:

ARTICLE I PURPOSE AND DURATION OF CLUB

The nature and purpose of Mizner Country Club, Inc. ("Club") is to own and operate a private golf, tennis, swimming, exercise and social oriented club for the recreation, pleasure and benefit of its members and their Immediate Family Members (defined below) and guests. The facilities provided at the Club are located within the Mizner Country Club residential community (“Mizner”). The Club initially offered and remains authorized to offer equity memberships and non-equity memberships pursuant to a membership plan and its exhibits ("Membership Plan") including a Subscription Agreement (“Subscription Agreement”) entered into by the Club and TBI/Palm Beach Limited Partnership (“Company”) and non-equity memberships as provided below. The period of duration of the Club is perpetual.

ARTICLE II CLUB EMBLEM

The emblem of the Club shall be of a style and design to be approved by the Board of Directors of the Club (the “Board” or “Board of Directors”).

ARTICLE III MEMBERS MEETINGS

1. ANNUAL MEETING

An annual meeting of the “Equity Members,” “Members” or “Memberships” (which terms shall mean the person, persons or entity approved by the Club for Full, Tennis, Sports or Social Membership, as defined below) shall be held for the purposes of receiving reports of officers and others, to elect Directors and for such other business as may be properly brought before the meeting.

2. DATE AND PLACE OF ANNUAL MEETING

Annual meetings of the Equity Members shall be held on the date and time and at the place designated by the Board of Directors, but no earlier than February 1st, or later than April 15th, of each fiscal year.

3. SPECIAL MEETING

Special meetings of the Equity Members may be called by the president of the Club (“President”), a majority of the members of the Board of Directors or by the written request of at least twenty-five percent (25%) of the weighted votes assigned to the Equity Members as set forth in Article X, Section 7 below (“Weighted

Members' Votes"). Special meetings of the Equity Members within the same classification of Memberships, as described in Article X below, may also be called by the President, a majority of the members of the Board of Directors or by the written request of at least twenty five percent (25%) of the Members of that particular classification of Membership. In the event a proper request for a special meeting is made by or submitted to the President, the President shall call a special meeting within thirty (30) days of the date of receipt of the request. Notices of any special meeting must contain a statement of the purpose(s) for which the special meeting is called and no other business may be transacted at that meeting.

4. NOTICES

The Secretary shall give at least ten (10) days, but not more than sixty (60) days, prior notice by electronic transmission or by mail (or part by electronic transmission and part by mail) to all Equity Members, stating the place, day and hour of the meeting, and in the case of a special meeting, the purpose or purposes for which the special meeting is called. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail in a sealed envelope addressed to the Equity Member at his or her address as shown on the records of the Club, with postage thereon prepaid. If sent by electronic transmission, such notice shall be deemed to be delivered when transmitted to the email address provided to the Club by the Member. Each Member shall be responsible to promptly notify the Club of any change to their mailing address or email address.

5. QUORUM

The presence, either in person or by proxy, of Equity Members constituting at least thirty percent (30%) of the Weighted Members' Votes then entitled to vote shall constitute a quorum at a meeting of the Equity Members.

6. VOTING PERCENTAGE, ONLY MEMBERS IN GOOD STANDING MAY VOTE

A majority of the Weighted Members' Votes actually voting is necessary for passage of any motion, except as otherwise expressly provided herein. In all instances where an Equity Member is entitled to vote, the Equity Member may vote either in person or by proxy. Notwithstanding anything to the contrary contained in these By-Laws, only Members in good standing shall be entitled to vote for any purpose provided for or permitted under these By-Laws. For all purposes of these By-Laws, a Member shall be deemed to be in "good standing" unless such Member's Membership shall have been suspended or terminated for any reason as of the applicable date.

7. ACTION AT OR WITHOUT FORMAL MEETINGS

Action may be taken by the Equity Members at a properly called and noticed annual or special meeting of the Equity Members. Action may also be taken without a meeting by the written consent of the Equity Members having sufficient Weighted Members' Votes to take such action; provided that reasonably complete and correct information about such proposed action has been duly provided to all Equity Members in all relevant classifications.

8. FIXING OF RECORD DATE

For the purpose of determining those Equity Members entitled to notice of or entitled to vote or in order to determine the number of Weighted Members' Votes of any Equity Members entitled to vote at any meeting of the Equity Members, or in order to make a determination of the Equity Members for any other proper purpose, the Board of Directors may fix in advance a date as the record date for any such determination of the Equity Members, such date in any case to be no more than sixty (60) days and not less than ten (10) days, before the date of such meeting. If no record date is fixed for the determination of the Equity Members entitled to notice of, or to

vote at, a meeting of the Equity Members, the date on which notice of the meeting is given shall be the record date for such determination of the Equity Members. Once determination of the Equity Members entitled to vote at any meeting of the Equity Members has been made, such determination shall apply to any adjournment of the meeting.

ARTICLE IV

BOARD OF DIRECTORS

1. NUMBER AND QUALIFICATIONS

The government and administration of the affairs and the property of the Club shall be vested in the Board of Directors. The Board of Directors shall consist of nine (9) members ("Directors"). In order to serve on the Board of Directors a person must be an Equity Member or in the instance where an Equity Member is a company, corporation, partnership, trust or other form of non-individual ownership (an "Entity"), the designee (or spouse of such designee) entitled to the use privileges for such Entity in accordance with the records of the Club. All members of the Board of Directors shall be elected by the Equity Members in accordance with their Weighted Members' Votes. No person whose parent, in-law, spouse, child, son-in-law or daughter-in-law (collectively "Family Member") is a Director shall be eligible for election to the Board of Directors if such election would result in that Director and his or her Family Member serving on the Board of Directors at the same time. No person shall be nominated, and if elected, no person shall serve on the Board, unless such nominee or newly-elected Director's Equity Membership (or the Equity Membership of that nominee's Family Member or Entity) is in good standing and shall not at such time be the subject of any extended or special payment plan, not made available generally to all Members, and shall not have been suspended or terminated within the prior twenty-four (24) month period. If it is determined that such nominee or newly-elected Director (or that nominee's or Director's Family Member or Entity) does not satisfy the criteria described in the immediately preceding sentence, and such status is not cured within ten (10) days after notice to such person thereof from the Treasurer, then such nominee or Director shall be deemed disqualified as a nominee and such Director shall be deemed disqualified and be deemed to have resigned. In addition to the foregoing, if any current Director's Equity Membership (or the Equity Membership of that Director's Family Member or Entity) is no longer in good standing or shall become the subject of any extended or special payment plan, not made available generally to all Members, and such status is not cured within ten (10) days after notice to such person thereof from the Treasurer, then such Director shall be deemed disqualified and be deemed to have resigned as a Director.

2. ELECTIONS

A. There shall be no cumulative voting and no preemptive rights. No "write-in" votes shall be permitted.

B. Voting shall either be in person or by proxy.

C. The number of candidates necessary to fill the vacancies on the Board of Directors receiving the highest number of votes at the annual meeting of the Equity Members shall be declared elected. In the event that the vacancies on the Board of Directors are for terms of different lengths, the candidate receiving the highest number of votes at such meeting shall be elected for the vacancy having the longest term, the candidate receiving the next highest number of votes at such meeting shall be elected for the vacancy having the next longest term, and so on.

D. Voting shall be by written ballot. The candidates shall be listed in alphabetical sequence. The ballots shall indicate those nominated by the Nominating Committee and those nominated by petition. Incumbents shall also be designated. A vote for a greater number of nominees than the vacancies existing shall

invalidate the ballot.

3. TERM

Each year, the Equity Members shall elect three candidates to the Board of Directors to serve for a term of three (3) years, and, if applicable, additional candidates required to fill any vacancy, as provided in the last sentence of this paragraph. No Director shall serve for more than two (2) successive terms and may not serve again until the expiration of one (1) year following the completion of such second successive term. A Director who is appointed to the Board to fill a vacancy in accordance with Section VI, 2 (c) below shall serve until the next election of Directors and such services shall not constitute a term for purposes of this paragraph. A Director elected to fill a vacancy at the next election of Directors following the appointment of a Director shall serve for the remaining term of the Director whose vacancy such Director has been elected to fill, and such service shall not constitute a term for purposes of this paragraph unless such service is for more than eighteen (18) consecutive months.

**ARTICLE V
MEETINGS OF BOARD OF DIRECTORS**

1. ANNUAL MEETING

Each year the Board of Directors shall hold its annual meeting to elect officers and to consider any other matters that may be properly brought before the meeting. The annual meeting of the Board of Directors shall be held within ten (10) days after the annual meeting of the Equity Members.

2. QUORUM

A majority of all of the members of the Board of Directors shall constitute a quorum at any meeting for the transaction of business.

3. REGULAR MEETINGS

The Board of Directors shall have a minimum of six (6) regular meetings at the Club in each year at such times as the Board of Directors shall determine. Except as otherwise expressly provided herein, a majority of the votes cast at any meeting of the Board of Directors where a quorum is present is necessary for passage of any motion. The names of all Directors who vote or abstain, and specifying how they voted, shall be displayed in the Minutes of each meeting of the Board of Directors.

4. SPECIAL MEETINGS

Special meetings of the Board of Directors shall be called by the President at the request of the President or any two Directors. The President shall fix the time and place (at the Club) for holding of any such special meeting. If the President fails or refuses to call a special meeting within ten days after the same has been duly requested, the Directors duly requesting such meeting may fix the time and place (at the Club) by notifying the President and the Board thereof.

5. NOTICE

Notice of any regular or special meeting of the Board of Directors shall be given at least two (2) days prior thereto by written notice (which may be by electronic transmission) to each Director at his or her address as shown by the records of the Club, except that no special meeting of Directors may remove a Director unless written

notice of the proposed removal is delivered to all Directors at least twenty (20) days prior to such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail in a sealed envelope so addressed, with postage thereon prepaid. If sent by electronic transmission, such notice shall be deemed to be delivered when transmitted to the email address provided to the Club by the Directors. Notice of any special meeting of the Board of Directors may be waived in writing signed by the person or persons entitled to notice either before or after the time of the meeting. The attendance of a Director at any meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting, unless specifically required by law or these By-Laws. The removal of a Director shall not be considered at a Board of Directors meeting unless the notice for such meeting has specified that the business to be conducted at such meeting shall include the removal of such Director.

6. TELEPHONIC MEETINGS

Members of the Board of Directors may participate in any meeting by means of a conference telephone or similar communications equipment. All persons participating in the meeting must be able to hear each other at the same time. Participation by such means will constitute presence in person at the meeting.

7. INFORMATIONAL MEETINGS

In addition to its regular and special meetings, the Board shall hold informational meetings at the Club which shall be open to the Membership. The purpose of these meetings shall be to offer the Membership an opportunity to pose appropriate questions to the Board. Nothing herein shall require the Board to provide information which the Board, in its reasonable discretion, or upon advice of counsel, deems to be privileged or confidential.

ARTICLE VI POWERS OF THE BOARD OF DIRECTORS

1. MANAGEMENT OF THE CLUB

The Board of Directors shall exercise all powers of the Club and do all acts and things necessary to carry out the purposes of the Club.

2. DUTIES AND POWERS

The Board of Directors shall:

- A. Elect the officers of the Club;
- B. Appoint committees and assign duties with the General Manager's advice;
- C. Fill vacancies on the Board of Directors due to death, resignation, inability to perform duties, or otherwise (including removal), until the next election of Directors by the Equity Members;
- D. Appoint or remove managers (including the General Manager) and other employees and delegate such authority to the General Manager or otherwise as is considered necessary for the proper operation and management of the Club;

E. Adopt, alter, amend or repeal the rules and regulations of the Club (“Rules and Regulations”) including, without limitation, those governing the use of the facilities of the Club (including without limitation, the golf course, golf practice facilities, clubhouse, tennis/fitness center facility, tennis courts and swimming pool and spa and all other facilities used from time-to-time at Mizner) (collectively the “Club Facilities”) by Members, Immediate Family Members and their guests and all other persons;

F. Make the final determination whether to approve or disapprove an applicant as an Equity Member, Designee (as defined below), or a tenant;

G. Establish the annual budget and the amount of the membership contribution for each classification of membership and its terms of payment, and the amount of dues, fees and other charges.

H. Have the power to replace any Director who has attended (in person or by telephone conference call or by other approved electronic transmission) less than two-thirds of the regular meetings of the Board of Directors in any annual period between annual meetings of the Membership.

I. Have the power to expend funds to the extent of the amount in the Club’s treasury or owing to Club, to make contracts with third parties, including, but not limited to, Mizner Country Club Master Association, Inc.; to borrow money and incur indebtedness on behalf of the Club; and to cause promissory notes, bonds, mortgages, deeds of trust or other evidences of indebtedness to be executed and issued; provided, however that:

(i) the Club shall not borrow money after March 9, 2020 in an amount that exceeds at any time outstanding 20% of the gross operating revenues budgeted by the Club for the fiscal year in which the most recent borrowing takes place for all capital facilities or amenities built during such period commencing March 9, 2020, without the approval of a majority of the Board of Directors and the approval of a majority of Weighted Members’ Votes of all classes of Members (voting as a single class) who are permitted to vote on such matter, unless such funds are for the purpose of funding (i) replacements of furniture, fixtures or equipment included in, or emergency repairs to, Club property, (ii) the refinancing of outstanding indebtedness (including any fees or expenses incurred in connection with such refinancing), or (iii) a project required by applicable governmental requirements; provided further that separate payments and/or commitments spanning multiple fiscal years cannot be used to specifically avoid such approval requirements,

(ii) the Club shall not make expenditures of funds from any source whatsoever (including, without limitation, cash on hand, borrowings and capital assessments) in any fiscal year in excess of 10% of the gross operating revenues budgeted by the Club for such fiscal year, for all capital facilities or amenities built during such fiscal year, without the approval of a majority of the Board of Directors and the approval of a majority of Weighted Members’ Votes of all classes of Members (voting as a single class) who are permitted to vote on such matter, unless such expenditures are for the purpose of funding (i) replacements of furniture, fixtures or equipment included in, or emergency repairs to, Club property, or (ii) a project required by applicable governmental requirements; provided further that separate payments and/or commitments spanning multiple fiscal years cannot be used to specifically avoid such approval requirements, and

(iii) all funding for any proposed capital facilities or amenities for (X) the golf facilities (i.e., the golf course and driving range, the machinery and equipment used in connection therewith and the landscaping, cart paths and other land improvements related thereto) shall be paid equally by all Full Members and Sports Members, and, to the extent required above in this clause i., shall be approved by the Full Members and the Sports Members and (Y) the tennis facilities (i.e., the tennis courts and machinery and equipment and landscaping, fencing and other land improvements related thereto) shall be paid equally by all Full Members, Sports Members and Tennis Members, and, to the extent required above in this clause i., shall be approved by the Full Members, Sports Members and Tennis Members;

J. Have the power to exchange privileges to use the Club Facilities with members of other clubs; and

K. All such other acts and authority as are permitted by the laws of the State of Florida with respect to not-for-profit corporations, as those laws now exist or as they may hereafter provide.

3. ISSUANCE OF MEMBERSHIPS

The Board of Directors shall have authority to issue, cancel and transfer memberships and shall have certificates of membership prepared in form and content consistent with the provisions of the Articles of Incorporation and these By-Laws.

4. COMPENSATION

No Director shall receive a salary or any other compensation whatsoever, but shall be entitled to reimbursement for all expenses reasonably incurred in performing any duties pursuant to these By-Laws. The Directors shall not be liable for the debts of the Club.

5. INTERPRETATION OF BY-LAWS

The Board of Directors shall have the corporate power to determine the interpretation or construction of these By-Laws or any parts thereof which may be in conflict or of doubtful meaning, and its decision shall be final and conclusive.

6. ACTION WITHOUT MEETINGS

Any action which may be taken by the Board of Directors or any committee thereof, may be taken without a meeting if consent in writing setting forth the action taken, approved by all of the Directors entitled to vote or all of the members of the committee, as the case may be, is filed in the minutes of the proceedings of the Board of Directors or the committee (it being understood that email or other electronic messaging as approved by the Board of Directors may be used to evidence such consent)

ARTICLE VII OFFICERS

The Board of Directors shall elect, to serve for a term of one (1) year or until their successors shall be elected, whichever shall last occur, a President, Vice President, Treasurer and Secretary, and such other officers as the Board of Directors may from time-to-time determine appropriate. The officers shall not be liable for the debts of the Club.

ARTICLE VIII DUTIES OF OFFICERS

1. PRESIDENT

The President shall preside at all meetings of the Equity Members and the Directors and enforce observance of the provisions of these By-Laws and all Rules and Regulations of the Club. The President shall be an ex-officio member of all committees and is empowered to execute all papers and documents requiring execution in the name of the Club.

2. VICE PRESIDENT

The Vice President shall assist the President in his/her duties, and in the absence or disability of the President, the Vice President shall perform and carry out all duties and responsibilities of the President.

3. SECRETARY

The Secretary shall keep, or cause to be kept, records and minutes of all meetings of the Board of Directors and the Membership, and the Secretary shall be responsible for giving all required notices of meetings. The Secretary shall have custody of the Seal of the Club and all Membership records shall be kept under the Secretary's supervision.

4. TREASURER

The Treasurer shall be Chairperson of the Finance Committee. The Treasurer shall cause to be collected, held and disbursed, under the direction of the Board of Directors, all monies of the Club, and it shall be the Treasurer's duty to collect monies due the Club from the issuance of Memberships, dues, fees and charges of Members of the Club, and all amounts due from others. The Treasurer shall keep or cause to be kept, at the Club, regular books of account and all financial records of the Club, and shall cause to be prepared budgets and financial statements, when and in the form requested by the Board of Directors. The Treasurer shall deposit or cause to be deposited all monies of the Club in an account or accounts in the Club's name, in the bank or banks designated by the Board of Directors, and shall if requested by the Board of Directors, obtain a surety bond for faithful performance in the amount directed by the Board of Directors, which surety bond premium shall be paid by the Club. Any other person or persons having access to monies of the Club or its bank accounts shall be similarly bonded, if requested by the Board of Directors.

5. OTHER OFFICERS

The Board of Directors may fill vacancies in any office or new office created at any meeting of the Board of Directors or add additional categories of officers.

6. DUTIES OF OFFICERS

Any officer may be given additional assignments and duties by the Board of Directors.

7. REMOVAL FROM OFFICE

Any officer may be removed from office, with or without cause, by a vote of at least two-thirds (2/3) of the remaining members of the Board of Directors.

8. GENERAL MANAGER

A general manager (the "General Manager") shall be employed by the Club and his/her salary shall be fixed by the Board of Directors. The General Manager shall be the operating head of all departments. All employees of the Club, except as otherwise specified herein, shall be employed, discharged, or otherwise controlled by the General Manager.

The General Manager reports to the Board of Directors and administers all policies established by the Board of Directors.

The General Manager administers and manages all Club operations, except as stated herein, and shall

devote his/her time and abilities exclusively to the operations of the Club and its facilities within the framework of the general policy promulgated by the Board of Directors. The General Manager shall be responsible to the Board of Directors and shall have the duties and responsibilities set forth in his employment contract or as otherwise agreed to by the Board of Directors.

ARTICLE IX COMMITTEES

1. EXECUTIVE COMMITTEE

The Board of Directors shall appoint an Executive Committee at the annual meeting of the Board of Directors, which Executive Committee shall consist of the President (as Chairperson), the Vice President, the Secretary, the Treasurer and, in addition, one (1) member of the Board of Directors. The Executive Committee shall have, to the extent not restricted by law, the powers of the Board of Directors during the interval between meetings of the Board of Directors; provided that the Executive Committee shall only be entitled to exercise such powers if a meeting of the Board cannot reasonably be convened at such time. A quorum shall be a majority of the members of the Executive Committee. Actions and resolutions of the Executive Committee shall require unanimous approval of the members of the Executive Committee present. Notice of any actions and resolutions of the Executive Committee shall be promptly sent to the entire Board of Directors, and such actions and resolutions shall be presented to the entire Board for ratification.

2. STANDING COMMITTEES

Each year the President shall appoint the Chairperson and the Board of Directors shall appoint the other members of each of the following standing committees: Grievance, Membership, Finance, Golf, Tennis, House, Long Range Planning and Legal and By-Laws. Each year the Director of Golf shall appoint the members of the Handicap Committee in order to insure they are qualified to implement and carry out the responsibilities provided by the USGA and to deal with the matters within the Committee's jurisdiction. The members of the Handicap Committee shall appoint their Chairperson, who shall be one of such members.

A. NOMINATING COMMITTEE

The Nominating Committee shall consist of not less than five (5) Equity Members (or such larger odd number of Equity Members as may be determined by the Board from time-to-time), a majority of whom shall not be Directors. All members of the Nominating Committee shall be selected by a group (the "Non-conflicted Directors") consisting of all Directors who are not eligible for election to the Board at such annual meeting for the Equity Members and any other Directors who have irrevocably withdrawn his or her name from consideration at such election. The Directors chosen to serve on the Nominating Committee shall all be Non-conflicted Directors. The members of the Nominating Committee shall choose their chairperson, who shall be one of such members. No member of the Nominating Committee (or his/her Family Member) shall be nominated by the Nominating Committee to be a nominee for election to the Board of Directors. No person (or his/her Family Member) may be nominated by the Nominating Committee to be a nominee for election to the Board of Directors if such person was a member of the Nominating Committee until the election occurring during the year after the scheduled termination date of his or her term (whether or not completed). The Nominating Committee shall serve for a term of one (1) year or until their successors are appointed. The Nominating Committee shall determine its nominees for election to the Board of Directors, the number of which nominees may, at the discretion of the Nominating Committee, be less than, greater than or equal to the number of vacancies on the Board of Directors to be filled at such election. If requested by the Board of Directors, the Nominating Committee shall also assist

the Board of Directors in determining who shall fill any vacancies on the Board of Directors occurring by reason of death, resignation or otherwise, for any unexpired term.

(i) At least ninety (90) days before the next Annual Meeting, the Chairperson of that committee shall notify all Equity Members of the formation and composition of the Nominating Committee. Any member of the Nominating Committee may also recruit other Equity Members as prospective nominees. The Nominating Committee shall undertake to interview all prospective nominees prior to determining the nominees for election to the Board of Directors. The Chairperson of the Nominating Committee shall notify the Membership of their determination at least forty-five (45) days prior to the Equity Members' annual meeting. All voting by the Nominating Committee shall be by closed ballot.

(ii) Ten percent (10%) or more but not more than fifteen percent (15%) of the total number of Equity Members entitled to vote may also designate qualified persons for the Board of Directors as a nominee by petition signed by these Equity Members and filed with the Secretary of the Club at least thirty (30) days prior to the Equity Members' annual meeting; and

(iii) The names of all nominees, after having been certified by the Secretary or any other officer that they are qualified for election and having been nominated in accordance with the provisions of these By-Laws, shall be sent to the Membership at least twenty (20) days prior to the Equity Members' annual meeting and shall be included on any proxy mailing to members of the Club.

(iv) In the event that prior to the annual meeting of the Equity Members, any candidate nominated by the Nominating Committee shall die, shall withdraw his or her candidacy or shall otherwise become disqualified for election, then, if the President determines that time allows, the Nominating Committee shall nominate an additional candidate or, if the President determines that time does not allow, any vacancy resulting therefrom shall be filled by the President, subject to the approval of the Board of Directors.

B. GRIEVANCE COMMITTEE

The Grievance Committee shall consist of seven (7) members, at least one (1) but no more than two (2) of whom shall be a member of the Board of Directors. The President shall designate a Director serving on this committee as its Chairperson. All written complaints concerning Member conduct shall be referred to the Grievance Committee. The Grievance Committee shall perform investigations as it deems necessary and shall either dismiss the complaint or proceed in accordance with the provisions of Article XV below and any applicable Rules and Regulations promulgated by the Board from time-to-time. In the event a hearing is held pursuant to the aforesaid Article XV, then the Chairperson shall appoint no less than three (3) of the seven (7) members of the Grievance Committee to conduct the hearing.

C. MEMBERSHIP COMMITTEE

The Membership Committee, either directly or through the Club's membership department, shall investigate all applicants submitting Applications for Membership (including without limitation, the proposed Equity Member, his or her Family Members and the Designee of any Entity in accordance with Article X Section 5 below for each such applicant) and shall report thereon to the Board of Directors with its recommendation as to approval or disapproval of each application, in accordance with Article X, Section 8, below.

D. FINANCE COMMITTEE

The Finance Committee shall in general, consult, advise and make proposals regarding, all matters pertaining to the Club's finances including, but not limited to, the placing of insurance, the filing of tax returns,

the payment of taxes, the preparation of the annual operating budget, the preparation of the current reports for the Board of Directors on the Club's financial condition and the issuance to Equity Members of a condensed quarterly operating statement. The account books and vouchers shall at all times be open to the inspection of any member of the Board of Directors.

E. GOLF COMMITTEE

The Golf Committee shall advise the Board of Directors on all matters concerning the golf facilities of the Club, including the employment of a Director of Golf and a Golf Course Superintendent, and the scope of operation of such Director of Golf and Golf Course Superintendent. The Golf Committee may also appoint a Men's Golf Subcommittee and a Women's Golf Subcommittee, with such powers as shall be determined by the Golf Committee. The Golf Committee shall also, either directly or through subcommittees, advise the Board of Directors on:

(i) The promulgation of playing rules for Members, Immediate Family Members and their guests, the programming of golfing events and the maintenance of Member's handicaps. United States Golf Association Rules and Regulations shall govern all golf play except where superseded by local rules; and

(ii) Matters concerning the maintenance of the golf course, roads, facilities and equipment used in connection therewith.

F. HANDICAP COMMITTEE

The purpose of the Handicap Committee is to ensure the integrity of the USGA Handicap System (under the World Handicap System) and to ensure the integrity of each Handicap Index issued by the Club. The Handicap Committee shall make certain that the Members comply with the USGA Handicap System and the World Handicap System

The Handicap Committee has the authority to adjust a Handicap Index under any circumstance that it feels necessary to do so. However, before an adjustment becomes effective, the Handicap Committee must give the player an opportunity to explain the circumstances surrounding the proposed adjustment, either in writing or by appearing before the committee.

G. TENNIS COMMITTEE

The Tennis Committee shall advise the Board of Directors on all matters concerning the tennis facilities, amenities and tennis programs of the Club, including the employment of the Director of Tennis, the promulgation of rules and programming of tennis events for Members, Immediate Family Members and their guests.

H. HOUSE COMMITTEE

The House Committee shall advise the Board of Directors on matters concerning the social activities and entertainment of Members and food and beverage operations of the Club and the physical amenities of the Clubhouse Facility.

I. LONG RANGE PLANNING COMMITTEE

The Long Range Planning Committee shall advise the Board of Directors on the development of a long range plan for capital improvements to the Club including the assignment of priorities within such plan and such other duties as may be otherwise specified by the Board of Directors.

J. LEGAL AND BY-LAWS COMMITTEE

The Legal and By-Laws Committee shall be charged with the review and interpretation of these By-Laws, and the Rules and Regulations and any other regulations of the Club and, generally, with all matters of a legal nature pertaining to the Club.

3. ADDITIONAL PROVISIONS GOVERNING COMMITTEES

The President, subject to the approval of the Board of Directors, may, from time-to-time:

- A. Appoint such additional and *ad hoc* committees (such as pool and fitness), with the powers and composition as the President shall determine, as may be deemed necessary or appropriate from time-to-time with such Chairperson as the President shall appoint, and such other members as the Board of Directors shall appoint;
- B. Determine the powers and composition of the committees (except as specifically provided in these By-Laws) and the term of the committee chairperson and members, and
- C. Remove and replace committee chairpersons and committee members at any time, with or without cause.

4. POWERS OF COMMITTEES

Except as provided above with respect to the Grievance Committee and the Handicap Committee, each committee shall act only as a consultant and advisor to the Board of Directors and may not act on behalf of the Club or bind it to any actions. Therefore, other than the Grievance Committee and the Handicap Committee, the several committees shall act only as advisory committees, and the individual members thereof shall have no power or authority. The chairperson of each committee may appoint from the members of the committee such sub-committees as he or she deems desirable. All sub-committees shall report directly to the committee as a whole, which shall approve, amend or disapprove the report of the sub-committee. The committees may formulate recommendations or programs in coordination with the General Manager and submit these to the Board of Directors for approval. The General Manager shall execute such programs as shall be approved by the Board of Directors.

ARTICLE X EQUITY MEMBERSHIPS

1. NUMBER OF EQUITY MEMBERSHIPS

The Membership Plan describes four classifications of equity membership that are currently outstanding at the Club. These classifications are known as Full or Golf Memberships, Sports Memberships, Tennis Memberships and Social Memberships (collectively, the "Equity Memberships" or "Memberships"). A person or Entity who acquires an Equity Membership (and his or her spouse) is sometimes hereinafter referred to as an "Equity Member" or "Member". Each Equity Membership represents an equity ownership interest in the Club. Each person or Entity who owns a residence or homesite in Mizner must maintain at least a Social Membership at the Club at all times while a residence or homesite in Mizner is owned. If a title owner is married but only one of the married couple's names appears on the residence's title, or only one of the married couple's names appears on the Club's Application for Membership, and in all other cases where an Equity Member is married, , both

spouses are deemed to be and shall be Equity Members, and both spouses shall be subject to the Club's governing documents and shall be jointly and severally liable for all obligations, financial and otherwise, to the Club.

The Board of Directors reserves the right to issue and make available, with the prior consent of a majority of the Weighted Members' Votes actually voting on such issuance, other classifications of Membership. If additional classifications of Membership are made available, the Board of Directors will establish the number of Memberships available, the use privileges of the additional Membership classifications and the fees to be paid for these additional classifications of Membership.

In order to provide continued enjoyment of the Club Facilities to all Members, the maximum number of Full Memberships is limited to three hundred eighty-seven (387). The maximum number of Sports Memberships is thirty-one (31). The maximum number of Tennis and Social Memberships, in the aggregate, is one hundred nineteen (119). The Board of Directors may increase or decrease the maximum number of Sports, Social and/or Tennis Memberships from time-to-time. The Board of Directors shall have the power to determine when an Equity Membership shall be deemed available to be reissued following the termination of an Equity Membership or the expulsion of an Equity Member, as provided by these By-Laws.

2. ELIGIBILITY FOR EQUITY MEMBERSHIP

Full Memberships, Sports Memberships, Tennis Memberships and Social Memberships are available for the owners of residences or homesites in Mizner who are approved for Membership in the manner hereinafter set forth. Equity Memberships may also be offered to persons or Entities designated by the Board who do not own a residence or homesite in Mizner, provided they are approved for Membership in the manner hereinafter set forth and are subject to the restrictions set forth in the last paragraph of Article X, Section 1.

Each prospective Member must submit an application for admission as an Equity Member (an "Application for Equity Membership"), be approved for Membership by the Board, and if approved, pay the required membership contribution prior to obtaining a Membership in accordance with the provisions of Section X, 8 below. Memberships shall be issued in the name of the person(s) or Entity applying for Membership in the Application for Equity Membership unless such Application is amended to change such name(s) prior to its approval.

Only one (1) Equity Membership may be acquired for each residence or homesite. The membership contribution to be paid for an Equity Membership will be the membership contribution charged on the date the proposed Member submits the Application for Equity Membership to the Membership Committee.

Members who do not acquire a Full Membership, Tennis Membership or Sports Membership may upgrade to a Full Membership, Sports Membership or Tennis Membership through the regular Membership upgrade process in accordance with the provisions of Section X, 4 below, if the desired classification of Membership is available. If an Equity Membership in the desired classification is not available at the time of application, the Club will maintain a waiting list consisting of applicants desiring to upgrade who have submitted an Application for an upgrade of Equity Membership on a first-come, first-served basis. Persons or Entities who own a residence or homesite in Mizner who are on the Club's waiting list for an available Membership shall have priority over persons or Entities who do not own a residence or homesite in Mizner to acquire any available Equity Membership. In the event the desired classification of Membership is not available at the time of application, the Board may defer the payment of the required membership contribution until the desired Membership becomes available and may require such person to acquire another classification of Membership at the Club until the desired Membership classification becomes available.

The initial retail purchaser of a residence or homesite in Mizner may apply for Membership at the time of executing a purchase agreement to acquire the residence or homesite. The Board, in its sole discretion, may

permit, upon approval of the Member and payment of the required membership contribution, dues, fees and other charges, the purchaser to activate the Membership privileges and use the Club Facilities prior to actually closing on the purchase of the homesite in Mizner. However, the continuation of Membership privileges at the Club is conditional upon the closing of the purchase of the property in Mizner in a timely manner. In the event the purchaser does not close on the property, then the Board may recall the Membership and terminate Membership privileges, in which event the membership contribution and a *pro rata* portion of any dues and fees paid in advance will be refunded.

3. USE PRIVILEGES OF EQUITY MEMBERSHIP

Each Equity Member shall have the privileges and may use the Club Facilities as provided by the classification of Membership selected by the Member and all Membership privileges are subject to these By-Laws and the Rules and Regulations established by the Club. Upon approval by the Club, payment of the applicable membership contribution, dues, fees and other charges and compliance with the Rules and Regulations, Equity Members obtain the following use privileges.

An Equity Membership allows the Member and his or her "Immediate Family Members" to use the Club Facilities in accordance with the applicable classification of Membership obtained by such Member. For purposes of these By-Laws, "Immediate Family Members" means the Member, the spouse of the Member who is living in the Member's residence at Mizner, and any unmarried children who are under the age of twenty-six (26) and either living in the Member's residence at Mizner or attending school on a full-time basis, and may also include any other person or persons approved by the Board as an Immediate Family Member. The Club reserves the right to restrict access to the golf and tennis facilities by children of the Equity Members during peak periods of play. In the instance where an Equity Membership is owned by an Entity, an Equity Membership allows the Member's Designee and his or her Immediate Family Members to use the Club Facilities in accordance with the applicable classification of Membership.

FULL MEMBERSHIP A Full Membership allows the Member to use the dining, golf, tennis, swimming, exercise and clubhouse facilities provided at Mizner Country Club and to attend club-sponsored events held at the Club. Full Members shall not be charged green fees or court fees for use of the golf and tennis facilities but shall pay the applicable golf cart fees or annual trail fees. Full Members shall have such advance sign-up privileges to reserve golf starting times and tennis court times as may be established by the Board of Directors.

SPORTS MEMBERSHIP A Sports Membership allows the Member to use the dining, tennis, swimming, exercise and clubhouse facilities provided at Mizner Country Club and to attend club-sponsored events held at the Club. Sports Members may also use the golf facilities (including the practice range and putting green) from May 1 through October 31 without the payment of green fees. Sports Members may only play golf (whether as a guest or otherwise) up to six (6) times from November 1 through April 30 and must pay the required green fees. From November 1 through April 30, Sports Members may only use the practice range and putting green when the member is actually playing a round of golf. Sports Members shall always have a lesser advance sign-up privilege to reserve golf starting times than Full Members and shall pay the required golf cart fees or annual trail fees for use of the golf facilities. Sports Members shall have the same advance sign-up privilege to reserve tennis court times as Full Members, and shall not pay court fees for use of the tennis facilities.

TENNIS MEMBERSHIP A Tennis Membership allows the Member to use the dining, tennis, swimming, exercise and clubhouse facilities provided at Mizner Country Club and to attend club-sponsored events held at the Club. Tennis Members may not use the golf facilities, even as a guest of an Equity Member. Tennis Members shall have such advance sign-up privileges to reserve tennis court times as may be established by the Club, and shall pay no court fees for the use of the tennis facilities.

SOCIAL MEMBERSHIP A Social Membership allows the Member to use the dining, swimming, exercise and clubhouse facilities, provided at the clubhouse at Mizner Country Club and to attend club-sponsored social events held at the Club. Social Members may not use the golf facilities or tennis facilities even as a guest of an Equity Member,

The aforementioned use privileges for each classification notwithstanding, in order to provide for the orderly administration of the Club and the utmost playing pleasure for all Members and in order to optimize the use of the Club Facilities, the Board reserves the right, from time-to-time, to establish different classifications of Membership and to promulgate and modify rules governing access, sign-up privileges and starting times with respect to the golf, tennis and other recreational facilities provided at the Club. Additionally, in order to better control golf play during peak playing times on the golf course, the Club may designate certain times on the golf course as "primary playing times". During times designated by the Club as "primary playing times", only one golf starting time may be reserved per Membership.

4. PROCEDURE FOR UPGRADING AN EQUITY MEMBERSHIP

If a higher classification of Membership becomes available, an Equity Member may upgrade to such higher classification of Membership if permitted by the Club. An upgrading Member shall pay the difference between the membership contribution originally paid for the classification of Equity Membership owned by the upgrading member and the membership contribution being charged for the higher classification of Equity Membership at the time the Member files his or her application to upgrade with the Membership Committee. Sports Members shall have priority over Tennis Members and Social Members and Tennis Members shall have priority over Social Members to acquire available Full Memberships. Notwithstanding anything to the contrary herein, persons or Entities who own a residence or homesite in Mizner who are on the Club's waiting list shall have priority over persons or Entities who do not own a residence or homesite in Mizner to acquire any classification of Equity Membership which becomes available. The downgrade of a Full Membership or Sports Membership or Tennis Membership is not permitted except in accordance with the provisions of Section X, 10b, below.

A. NOTICE TO UPGRADE

Sports Members, Social Members and Tennis Members must provide written notice informing the Club of their desire to upgrade by filing an application for upgrade with the Membership Committee on the Application for Membership form or such other form as the Membership Committee shall provide. The Member may withdraw his or her application to upgrade at any time prior to the decision of the Board to approve or disapprove such request.

B. WAITING LIST

If a higher classification of Membership is not available when an application for upgrade is filed with the Membership Committee, then, upon request of the applicant Member, the Club will place the applicant Member's name on the waiting list for the desired classification of Membership. The only Equity Memberships which are available in an upgrade situation are those Memberships that become available as a result of the resignation of a Full Membership, Sports Membership or Tennis Membership that is not being transferred to the subsequent purchaser of a residence or homesite as further described herein or those Memberships which are acquired by the Club, including those that are acquired as a result of the expulsion of an Equity Member or termination of an Equity Membership.

C. PURCHASE OF A HIGHER CLASSIFICATION OF MEMBERSHIP

If a Membership becomes available in the desired classification of Equity Membership, the Club will notify in writing the next person or Entity on the waiting list according to the priority set forth herein.

Provided the applicant Member is approved by the Board for the requested upgrade, the applicant Member shall pay the amount required for upgrading to the higher classification of Equity Membership within fifteen (15) days of the date of the Club's notice of his or her approval, after which time, the records of the Club shall reflect the upgrade in Equity Membership and the Member shall assume responsibility for all dues, fees, charges and assessments associated with the higher classification of Equity Membership.

D. RESIGNATION OF THE LOWER CLASSIFICATION OF MEMBERSHIP

At the time of upgrade, the lower classification of Membership held by the applicant Member shall be considered terminated and un-issued. The Member will not be responsible for dues, fees, assessments or any other charges levied or accruing on the lower classification of Membership after the date of termination and will not receive a refund of any amount if and when the lower classification of Membership is reissued by the Club.

5. MEMBERSHIPS MAY BE HELD IN THE NAME OF A COMPANY, PARTNERSHIP OR OTHER FORM OF NON-INDIVIDUAL OWNERSHIP

The Board may permit an Equity Membership to be held in the name of an Entity. The Entity shall designate one person as the designee of the Entity's Membership use privileges ("Designee"). The Designee and his or her Immediate Family Members may also use the facilities. Unless the Board agrees to the contrary, the Designee must be an officer, director, partner, owner or employee of the Entity (or a trustee, donor or principal beneficiary of the trust), and must submit an Application for Equity Membership and be approved in the same manner as other Members are required to be approved. The Entity and Designee shall be jointly and severally responsible for the payment of the required membership contribution which may be higher than the membership contribution charged for a Membership held by a person(s) and the Entity and Designee (and his or her spouse, if married) shall be jointly and severally liable for the payment of all dues, fees, assessments and other charges incurred by the Designee, his or her Immediate Family Members and their guests. The Designee shall have the same use privileges and shall pay the same dues, fees and other charges as any other Member in the same classification of Membership.

The Entity may request the Board's approval to change the Designee at any time during the membership year. Such request shall be made to the Membership Committee in writing by the filing of an Application for Equity Membership or such other form as the Membership Committee may request, and shall be accompanied with payment of any applicable fees to the Club. Upon approval the prior Designee must return all issued use privilege cards to the Club. The Board reserves the right to establish additional rules regarding a Membership held by an Entity, including the criteria for designating a person to use the Membership privileges and the number of times the Designee may be changed during any membership year. The Board may limit the number of Entities that acquire a Membership in a particular classification from time-to-time.

6. MEMBERSHIP CONTRIBUTION

Persons acquiring an Equity Membership shall pay the membership contribution in effect at the time the Application for Equity Membership is filed with the Membership Committee. The Board will establish the required membership contribution, the portion (if any) thereof that shall not be refundable and the percentage refundable of the remaining amount and the manner of payment of the membership contribution for all Equity Memberships. In addition, the membership contribution payable with respect to Memberships available for issuance or re-issuance by the Club shall be equal to the membership contribution then currently established by the Board for such Equity Membership, subject to the provisions of Article X, Section 10d. The failure to pay all amounts of the membership contribution when due will be cause for termination or suspension of Membership privileges at the Club by the Board without refund of any membership contribution or any other dues and fees previously paid.

7. VOTING

Equity Membership allows the Member to vote on all matters to be voted upon by the Equity Members. Any such vote shall be cast by the person whose name is on the Membership Certificate issued by the Club for such Equity Membership. In the event there is more than one owner on the Membership Certificate the vote shall be cast by the person designated on the most recent voting certificate signed by all of the owners named on the Membership Certificate, provided it has not been duly withdrawn by any such owner. Any husband and wife who own a Membership jointly shall both be deemed designated to vote and either (but not both) of them may vote their Equity Membership at all meetings at which Members are entitled to vote. Unless otherwise specifically provided herein, Equity Memberships are voted as Weighted Members' Votes. Full Memberships are entitled to four (4) votes per Membership, Sports and Tennis Memberships are entitled to two (2) votes per Membership and Social Memberships are entitled to one (1) vote per Membership. However, only those Equity Members who are in good standing on the record date shall have any voting privileges.

8. APPLICATION FOR MEMBERSHIP

A. All applicants acquiring an Equity Membership being issued or re-issued by the Club must be approved by the Board.

B. An applicant for an Equity Membership at the Club must submit an Application for Equity Membership to the Membership Committee. The Membership Committee shall make its recommendation for the approval of an applicant to the Board, which shall make the final determination as to whether or not an applicant shall be approved or disapproved. Each purchaser of a residence or homesite in Mizner shall submit an Application for Equity Membership prior to the proposed date for closing on such residence or homesite, and no such closing shall be effective unless, prior thereto, the Club has issued a certificate of approval as a Member of the proposed purchaser. No Membership shall be issued by the Club unless the Board has approved the proposed purchaser as a Member, and if no such approval has been obtained prior to the closing on such residence or homesite, the seller of such residence or homesite shall remain liable for all dues, fees, assessments and other charges incurred, and shall not be entitled to receive any Transfer Payment, until such approval of the Board of such new Membership has been obtained. An evaluation of the applicant will be conducted with the intent and purpose of securing the optimum number of Members with compatible social, vocational and professional attainment from all segments of the community. All applicants, together with their spouse and any other individual who is likely to be an occupant or co-occupant of the related residence, will be evaluated on the basis of their interest in Mizner Country Club, their financial responsibility, their moral character and their compatibility with other Members at the Club.

C. If approved for Membership at the Club, the Member agrees to be bound by the terms and conditions of these By-Laws, the Rules and Regulations and the Membership Plan, as amended from time-to-time, and irrevocably agrees to fully substitute the Membership privileges acquired pursuant to the Membership Plan for any present or prior rights in or to use the Club Facilities.

D. Comments from Equity Members with respect to prospective Members shall be privileged communications, and only the Membership Committee and the Board of Directors shall have access to such communications.

9. MEMBERSHIP CERTIFICATES

Every Equity Member who has paid the required membership contribution in full shall receive a membership certificate. Each membership certificate shall be in a form approved by the Board of Directors and shall be subscribed by the President and Secretary and under the seal of the Club.

Membership certificates are not redeemable or transferable except as specifically provided by these By-Laws and then only through the Treasurer of the Club. Whenever any person shall cease to be an Equity Member, whether by death, resignation, recall, expulsion or other provisions of these By-Laws, such cessation shall operate to authorize the Treasurer of the Club to effectuate the redemption, cancellation or transfer of the Equity Membership in accordance with and in the manner prescribed by these By-Laws.

10. RESIGNATION, TRANSFERABILITY OF MEMBERSHIPS

A. Equity Memberships are not transferable or assignable except as provided in this Section 10 or Section 11 hereof.

B. Full Members, Sports Members and Tennis Members who desire to resign their Membership privileges must give the Club written notice of their intention to resign Membership privileges. Memberships which have been resigned will only be re-issued by the Club in accordance with the procedures set forth in these By-Laws. Any attempt to transfer or reassign a Membership at Mizner Country Club, either voluntarily, involuntarily or by operation of law, which is not in accordance with these By-Laws shall be null and void and no person or entity may obtain a Membership except as provided therein. Subject to the provisions of these By-Laws, Full Member or Sports Member or Tennis Member who owns a residence or homesite in Mizner may resign the Full Membership or Sports Membership or Tennis Membership and receive a partial refund as further described below, provided that from the date of such resignation until the date on which the Club shall be required to pay the Transfer Payment (as provided below in this Section 10), the resigned Equity Member shall remain responsible to pay all dues, charges and assessments that would be payable by a Full Member, Sports Member or Tennis Member (as the case may be), and, so long as such resigned Equity Member shall be the owner of a residence or homesite in Mizner, such owner shall always remain at least a Social Member at Mizner Country Club and pay all of the required dues, fees, assessments and other charges associated with at least a Social Membership until the closing of the sale or other transfer of their residence or homesite in Mizner to a purchaser. In addition to the foregoing, the Club may from time-to-time establish a fee (the "Resigned List Fee") which shall be paid by any Full Member, Sports Member or Tennis Member seeking to resign such Membership and to be placed on a resigned membership list as described below, which Resigned List Fee may be subject to the repayment thereof to such Member as may be established by the Club by rule as in effect at the applicable time.

C. Social Members who own a residence or homesite in Mizner may not resign their Social Membership and are required to maintain the Social Membership in good standing at all times and to pay to the Club all required dues, fees, assessments, personal charges and all other fees associated with the Social Membership until the closing of the sale or other transfer of the Member's residence or homesite in Mizner to a subsequent owner. Social Members are entitled to be repaid their membership contribution, as adjusted in accordance with Section X, 10, 1 below, upon the sale or transfer of their residence to a purchaser.

D. The Club shall maintain three (3) resigned membership lists. One (1) resigned membership list will be maintained for resigned Full Memberships, one (1) for resigned Sports Memberships and one (1) for resigned Tennis Memberships. Upon the resignation of a Membership and the payment of any Resigned List Fee at the time in effect, the resigned Full Membership or Sports Membership or Tennis Membership will be placed on the appropriate resigned membership list in the order of resignation on a first-come, first-served basis. In order to be placed on a resigned membership list, the resigned Member must have paid the required membership contribution and all dues, fees and other charges in full. In order for a resigned Equity Member to remain on the appropriate resigned membership list, such Member's Membership shall not be suspended, by reason of nonpayment of dues, charges, assessments or any other payment obligation to the Club, at any time for a period of more than sixty (60) consecutive days, and if such resigned Equity Member is removed from the applicable resigned membership list as a result of the foregoing and the Membership is subsequently reinstated by the Club, such Member shall only be entitled to be placed at the bottom of such resigned membership list and if the date on which the Membership is so reinstated is after March 27, 2012, such Membership shall be deemed to have been

first placed on the applicable resigned membership list on the date such Membership was so reinstated. In the event that the Membership of a resigned Equity Member is terminated by the Club at any time, the Club shall be placed on the applicable resigned membership list (with respect to such terminated Membership) at the same level on such list as was held previously by the applicable Member. Nothing in these By-Laws shall be deemed to prohibit the Club from offering to sell any Membership it may have from time-to-time available for issuance (whether as a result of any such termination of a Membership as provided in the immediately preceding sentence or otherwise) on such terms (including, without limitation, price and payment terms) as it may determine from time-to-time to be appropriate; provided, however, that prior to the Club selling any such Membership on such terms, it shall offer such opportunity to sell a Membership on such terms to the Member having the highest place on such resigned membership list, and if such Member is not willing to sell on such terms, such opportunity shall be offered to the next highest Member on such list, and so on, and thus the Club shall be entitled to sell its available Membership on such terms only if all Members having higher places on such resigned membership list have refused such opportunity.. Once placed on the resigned membership list, the resigned Member will not be permitted to rescind the resignation of Membership privileges, and the resigned Membership must be reissued by the Club at the time the Membership has rotated to the top of the resigned Membership list as described below, unless otherwise approved by the Board.

E. In the event that at the time a Full Membership is proposed to be issued, the Club shall have one (1) or more Full Membership available for issuance, and all Memberships that were on the resigned membership list maintained by the Club for Full Memberships as of March 27, 2012, are no longer on such resigned membership list, every second (2nd) Full Membership issued will be the first resigned Full Membership on the resigned membership list maintained by the Club for Full Memberships, provided a resigned Full Membership is on the resigned membership list at that time. The other Full Membership issued will be issued from the Full Memberships available for issuance by the Club. In the event that at the time a Full Membership is proposed to be issued the Club does not have any Full Memberships available for issuance, each Full Membership issued will be the next resigned Full Membership on the resigned membership list maintained by the Club for Full Memberships.

F. In the event that at the time a Sports Memberships is proposed to be issued The Club shall have one (1) or more Sports Memberships available for issuance, and all Memberships that were on the resigned membership list maintained by the Club for Sports Memberships as of March 27, 2012, are no longer on such resigned membership list, every second (2nd) Sports Membership issued will be the first resigned Sports Membership on the resigned membership list maintained by the Club for Sports Memberships, provided a resigned Sports Membership is on the resigned membership list at that time. The other Sports Membership issued will be issued from the Sports Memberships available for issuance by the Club. In the event that at the time a Sports Membership is proposed to be issued the Club does not have any Sports Memberships available for issuance, each Sports Membership issued will be the next resigned Sports Membership on the resigned membership list maintained by the Club for Sports Memberships.

G. In the event that at the time a Tennis Membership is proposed to be issued the Club shall have one (1) or more Tennis Memberships available for issuance, and all Memberships that were on the resigned membership list maintained by the Club for Tennis Memberships as of March 27, 2012, are no longer on such resigned membership list, every second (2nd) Tennis Membership issued will be the first resigned Tennis Membership on the resigned membership list maintained by the Club for Tennis Memberships, provided a resigned Tennis Membership is on the resigned membership list at that time. The other Tennis Membership issued will be issued from the Tennis Memberships available for issuance by the Club. In the event that at the time a Tennis Membership is proposed to be issued the Club does not have any Tennis Memberships available for issuance, each Tennis Membership issued will be the next resigned Tennis Membership on the resigned membership list maintained by the Club for Tennis Memberships.

H. Provisions herein to the contrary notwithstanding, Full Members, Sports Members and Tennis Members who own a residence or homesite in Mizner shall have the opportunity to arrange for the Club to reissue

their Membership to the purchaser of their residence or homesite in Mizner. Full Members, Sports Members and Tennis Members shall have this opportunity even though all of the Memberships in their classification of Equity Membership have not been issued and even though a resigned membership list or a waiting list of persons desiring to obtain their classification of Membership has been established. In order for the subsequent purchaser of the residence or homesite in Mizner to be eligible to apply for the resigned Member's Full Membership, Sports Membership or Tennis Membership, the resigned Member must have paid the membership contribution and all of the dues, fees, assessments and other charges in full at the time of transfer. The purchaser of a residence or homesite at Mizner from a Full Member, Sports Member and Tennis Members must submit an Application for Equity Membership, be approved for Membership and pay the membership contribution charged at that time in accordance with the provisions of Section X, 8 above. Equity Members who arrange for their Memberships to be reissued in accordance with this Section X, 10, h shall be entitled to a Transfer Payment (defined below) as a resigned Member in accordance with the provisions of Section X, 10, k below.

If a Full Member, Sports Member or Tennis Member sells their residence or homesite in Mizner but does not arrange for the purchaser of his or her residence or homesite in Mizner to acquire their Full Membership, Sports Membership or Tennis Membership (or an available higher category of Membership, such as issuing a Full Membership with respect to a seller having a Sports Membership or Tennis Membership, or issuing a Sports Membership with respect to a seller having a Tennis Membership), then such seller shall exercise one of the following three options:

(i) agree to maintain his or her Equity Membership, without any reduction in the applicable dues, fees, charges, dining minimums or assessments, and no right to repayment at such time of any portion of such seller's membership contribution; or

(ii) agree (provided that this option shall only be available if such seller is in good standing at such time and is at the time current in the payment of all dues, fees, charges and assessments owing to the Club) to immediately forego all rights to use any of the Club Facilities (any such Member exercising this option being referred to herein as a "Resigned List Option Member"), at which time such Resigned List Option Member's Membership shall be placed on the appropriate resigned membership list described above for re-issuance by the Club, but such Resigned List Option Member shall continue to be responsible for paying the difference between the dues, fees, charges, dining minimums and assessments for the category of Membership originally held by such Member and the dues, fees, charges, dining minimums and assessments for the Equity Membership acquired by the purchaser (the "Difference") until the Resigned List Option Member's Membership is reissued by the Club. The Resigned List Option Member shall be only entitled to a Transfer Payment upon the Resigned List Option Member's Membership being reissued by the Club and only if such Resigned List Option Member shall have continued to have paid on a timely basis the Difference until the Resigned List Option Member's Membership is reissued by the Club. In the event that a Resigned List Option Member shall at any time fail to pay the Difference on a timely basis, such Member shall be subject to all provisions of these By-Laws, including, without limitation, Article XIV hereof; or

(iii) agree to immediately relinquish such Member's Equity Membership, without any obligation for the Club to pay any amount whatsoever to such Member (including, without limitation, any Transfer Payment), at which time such relinquished Membership shall be available to the Club for reissuance, such former Member shall no longer have any rights to use any of the Club Facilities and such former Member shall no longer have any obligation to pay to the Club any dues, fees, charges or assessments incurred at any time after such Membership has been so relinquished. If any Member subject to this second paragraph of Article X, Section 10h, shall fail to elect, in writing, any of the three options listed above within ten (10) days from the date of closing on the sale of such Member's residence or homesite in Mizner, such Member shall conclusively be deemed to have selected option (i) above.

Where a Full, Sports or Tennis Member who owns a residence in Mizner resigns

without selling their residence, the resigned Member will be obligated to pay dues , fees, charges, dining minimums and assessments associated with their resigned Membership and shall continue to have the use privileges associated with their resigned Membership until their Membership is reissued by the Club. Once the resigned Full, Sports or Tennis Membership is reissued, if the resigned Member is still the owner of a residence in Mizner he or she shall be issued a Social Membership. Once such resigned Membership is reissued by the Club the resigned Member will be paid his or her Transfer Payment in accordance with the provisions of Section X, 10, l below.

I. The Club shall refund to the Equity Member a *pro rata* portion of any unused dues, fees and other charges paid in advance beginning with the first full month after their Equity Membership is reissued by the Club to a new Member.

J. Equity Members may take their Memberships with them to another residence or homesite they own in Mizner. If a Member wants to take the Equity Membership to a residence or homesite which is being sold by another Equity Member, the prior written approval of both Members to the transfer must be delivered to the Club on such forms as may be provided by the Club from time-to-time. In order to clarify the above provision, in the event that an Equity Member who does not currently own a residence at Mizner desires to purchase a residence at Mizner, if the proposed seller of the residence agrees, the purchaser can transfer his or her Equity Membership to the residence, in which case the seller of that residence can either maintain his or her Equity Membership or can resign from such Equity Membership as provided above.

K. Upon the re-issuance of a resigned Member's Full Membership, Sports Membership or Tennis Membership (excluding the transfer of a Membership to a surviving spouse or an heir upon the death of an Equity Member or the transfer of a Membership to a spouse upon the legal separation or divorce of a Member), or upon the issuance of a higher category of Membership (as described in Article X, Section 10h) to the purchaser of a residence or homesite in Mizner who has bought such residence from a resigned Sports Member or Tennis Member, the Club shall pay to the resigned Full Member, Sports Member, or Tennis Member a sum ("Transfer Payment") equal to:

(i) in the case of Equity Memberships issued on or prior to February 13, 2009 ("Turnover"), one hundred percent (100%) of the actual membership contribution previously paid to the Club by the resigned Member for their classification of Equity Membership, without interest; and

(ii) in the case of Equity Memberships issued subsequent to Turnover, such amount as may be set by the Board of Directors from time-to-time and in effect at the time such Equity Membership is issued; provided, however, that in each such case the Transfer Payment shall not be more than the actual membership contribution paid upon the re-issuance of the resigned Member's Full Membership, Sports Membership or Tennis Membership, and shall be reduced by any prior payment made by the Club to such resigned member on account of his or her Membership, and further provided, however that the Transfer Payments for the following Memberships shall be equal to one hundred percent (100%) of the membership contribution previously paid to the Club even if the memberships are issued after Turnover:

(aa) the seven Full Memberships held by builders on Turnover that are to be provided to retail purchasers of properties in Mizner from the builders at no additional charge by the Club;

(bb) the three Full Memberships held by the Mizner Country Club Homeowners Association on Turnover;

(cc) any Membership sold to a purchaser of property within Mizner whose contract to purchase the property was entered into before April 1, 2009, and whose purchase of property within Mizner closed before August 1, 2009; and

(dd) the Transfer Payment to be paid upon re-issuance of the Memberships mentioned in paragraphs (aa) and (bb) above will be one hundred percent (100%) of Seventy Four Thousand Five Hundred Dollars and 00/100 (\$74,500.00) for those Full Memberships referred to in paragraph (aa) above and Ninety Five Thousand Dollars and 00/100 (\$95,000.00) for those referred to in paragraph (bb) above; those Memberships will be issued to purchasers of properties in Mizner from the builders and to persons designated by Mizner Country Club Homeowners Association without payment of any additional membership contribution to the Club; and no dues, will be payable in connection with those Memberships until they are issued to purchasers of properties in Mizner from the builder or issued to persons designated by Mizner Country Club Homeowners Association; provided, however, that any Transfer Payment with respect to Full Memberships referred to in paragraph (bb) above shall not be more than the purchase price actually paid to the Mizner Country Club Homeowners Association by the purchasers of such Memberships.

(iii) in the case of a Full Member, Sports Member or Tennis Member who owns a residence or homesite in Mizner and is resigning their Full Membership, Sports Membership or Tennis Membership and not selling their residence or homesite in Mizner, then the Transfer Payment paid to such resigned Full Member, Sports Member or Tennis Member shall be reduced by the amount of the membership contribution charged for a Social Membership at the time such Member resigns their Full Membership, Sports Membership or Tennis Membership. Such Members shall then own a Social Membership, and as such, shall be entitled to receive another Transfer Payment in the amount and in the manner described in Section X, 10, l below.

L. Upon the transfer of a residence or homesite by a Social Member (excluding the transfer of a Membership to a surviving spouse or an heir upon the death of an Equity Member or the transfer of a Membership to a spouse upon the legal separation or divorce of a member), the Club shall pay to the resigned Social Member a Transfer Payment equal to:

(aa) in the case of Social Memberships issued on or prior to Turnover, one hundred percent (100%) of the actual membership contribution previously paid to the Club by the Member for the Social Membership, without interest; and

(bb) in the case of Social Memberships issued subsequent to Turnover, such amount as may be set by the Board of Directors from time-to-time and in effect at the time such Social Membership is issued, provided, however, that the Transfer Payment shall not be more than the actual membership contribution paid upon the re-issuance of the resigned Member's Social Membership, except in the situations mentioned in Section X, 10, k first paragraph, first sentence, item (cc) above in which case the Transfer Payment shall be equal to one hundred percent (100%) of the membership contribution previously paid to the Club, without interest. This Transfer Payment shall be paid to the Social Member within thirty days after the Social Membership (or, if applicable, a Full Membership, Sports Membership or Tennis Membership) is reissued by the Club to the subsequent owner of the Member's residence or homesite in Mizner who has been approved for Membership and paid the membership contribution in full to the Club. However, no Transfer Payment will be paid upon the continuation of a Membership by a surviving spouse or an heir upon the death of a Social Member or the transfer of a Membership to a spouse upon the legal separation or divorce of a Social Member.

M. Transfer Payments shall be paid to the resigned Member within thirty days after the resigned Member's Membership is reissued by the Club to a successor Member who has been approved for Membership and paid the membership contribution in full to the Club. Any Transfer Payments otherwise payable hereunder shall be reduced by any sums owed the Club as well as any Transfer Payments previously paid to the resigned Member/seller. In order for a resigned Equity Member to be paid the Transfer Payment described above, the required membership contribution and all dues, fees, charges and assessments accruing through the date such Transfer Payment is to be made must be paid in full. The Club will deduct from the amount to be paid to a resigned Member any amount which the resigned Member owes to the Club. In order to clarify the foregoing, upon the

resignation of a Full Member, Sports Member or Tennis Member, the resigned Equity Member shall remain responsible to pay all dues, charges and assessments that would be payable by a Full Member, Sports Member or Tennis Member (as the case may be) from the date of such resignation until the date on which the Club shall be required to pay the Transfer Payment described above. The difference between the membership contribution paid by a new Member and the Transfer Payment paid to a resigned Member shall be retained by the Club. The Club reserves the right to change the amount of the Transfer Payment and the terms of payment of the Transfer Payment for un-issued memberships in the Club, including resigned or terminated Memberships reissued by the Club. Any such change will not affect, in any way, the rights of Members of the Club who have obtained a Membership prior to the time the change takes effect.

N. The Club is not obligated to reissue a resigned Equity Membership or repay any portion of membership contribution under any circumstances other than those described above. However, the Club may repay a Member's membership contribution or any portion thereof in such hardship situations deemed appropriate by the Club, in its sole discretion.

11. TRANSFER UPON DEATH OR DIVORCE

A. Upon the death of an Equity Member whose Membership is owned jointly with his/her spouse, all rights of Membership shall pass to such surviving spouse. Upon the death of an Equity Member who did not own the Membership jointly with his/her spouse, and who owns a residence in Mizner, the Membership will automatically pass to the surviving spouse, if any, provided the surviving spouse is the owner of the deceased Member's residence or becomes the owner or the beneficial owner of such residence by operation of law, administration of the deceased Member's estate or pursuant to a trust agreement, without the payment of any additional membership contribution. If a deceased Member is not survived by his/her spouse or the surviving spouse is not the owner or does not become the owner of the deceased Member's residence in Mizner, as provided above, then the heir of the deceased Member's residence in Mizner may continue with the deceased Member's Membership without the payment of any additional membership contribution, subject only to the approval of such heir by the Club and the payment by the heir of all outstanding amounts owed to the Club (including all dues, fees, charges and assessments) associated with the deceased Member's Membership for the period prior to the date of the Member's death and for the intervening time between the date of the Member's death and the date of the application by the heir. The continuation of a deceased Member's Membership by the surviving spouse or an heir of the deceased Member's residence will not require a Transfer Payment by the Club and the opportunity to be paid the Transfer Payment upon the subsequent re-issuance of the Membership by the Club as further described herein shall be transferred to the surviving spouse or heir that continues with the Membership.

B. Upon the death of an Equity Member who does not own a residence in Mizner, the Membership will automatically pass to the Member's surviving spouse, if any, without the payment of any additional membership contribution. If the deceased Member is not survived by a spouse or the Membership is left to an heir pursuant to an estate administration of such deceased Member, the heir of such deceased Member may continue with the deceased Member's Membership without the payment of any additional membership contribution, subject only to the approval of such heir by the Club and the payment by the heir of all outstanding amounts owed to the Club (including all dues, fees, charges and assessments) associated with the deceased Member's Membership for the period prior to the date of the Member's death and for the intervening time between the date of the Member's death and the date of the application by the heir. The continuation of a deceased Member's Membership by a surviving spouse or an heir of the deceased Member does not require a Transfer Payment by the Club and the opportunity to be paid the Transfer Payment upon the subsequent re-issuance of the Membership by the Club, as further described herein, shall be transferred to the surviving spouse or heir that continues with the Membership.

C. In the event an Equity Member is legally separated or divorced, title to the Membership, including all rights and benefits given to the holder thereof, shall continue and vest in the spouse awarded the residence or

homesite in Mizner. In the event the Equity Member does not own a residence or homesite in Mizner, then title to the Membership, including all rights and benefits given to the holder thereof, shall continue and vest in the spouse awarded the Membership in a written separation agreement or final divorce decree. Both of the divorced or legally separated persons must give written notice to the Club designating the person who is entitled to continue with the rights and privileges of Equity Membership immediately after the divorce or legal separation is declared final. Until written notice has been provided to the Club, each spouse shall be jointly and severally responsible for the payment of all dues, fees, charges and assessments associated with such Membership. The Club will not be involved in any dispute and reserves the right to suspend all Membership privileges in the event of disagreement over which spouse retains the Membership privileges. The Club shall not pay any Transfer Payment upon the legal separation or divorce of a Member. Notwithstanding the foregoing, but only with the consent of both spouses and the Club, after any such legal separation or divorce, the spouse not granted rights to the Equity Membership as provided above may apply for any available additional Equity Membership, subject to all of the provisions of these By-Laws (including the payment of the applicable membership contribution).

12. PRIVILEGES OF TENANTS

Equity Members have the opportunity to designate their tenants who lease their residence in Mizner for two months or more as the beneficial user of their Membership in the Club. This privilege is subject to the Rules and Regulations established by the Club from time-to-time, including the limitation that a Member may not lease his or her residence more than twice during any membership year. A tenant who is designated as the beneficial user of the Member's Membership is allowed, upon payment of all required use charges and fees (including but not limited to, green fees, golf cart fees, tennis court fees and other personal charges incurred at the Club) to the same privileges to use any of the Club Facilities as the lessor Member, provided the tenant has been approved by the Club prior to the tenant's use of the Club Facilities and provided further that the Equity Member is at all times in good standing and current in the payment of all dues, fees and other charges to the Club.

During the time a Member has designated a tenant of his or her residence in Mizner as the beneficial user of their Membership, the Member shall have no privileges to use the Club Facilities by virtue of the Membership at the Club. The Member shall continue to pay the required dues, fees, assessments and other charges associated with the Membership. A Membership must be acquired for each residence for which the Member desires the tenant to be able to use any of the Club Facilities. Members are responsible for all charges incurred by their tenant which remain unpaid after the customary billing and collection procedure of the Club and for the deportment of each tenant. The Club reserves the right to establish other rules relating to use of the Club Facilities by tenants from time-to-time.

ARTICLE XI

OTHER MEMBERSHIP PRIVILEGES

1. INVITATIONAL MEMBERSHIPS

The Club may issue recallable non-equity, non-transferable annual or seasonal Memberships known as "Invitational Memberships"; provided however, that except for Invitational Golf Memberships described below in this section, no other Invitational Memberships may be issued without the consent of a majority of the Weighted Members' Votes actually voting on such issuance. The rights and privileges of Invitational Members and any restrictions on the availability of Invitational Memberships will be established by the Board of Directors of the Club from time-to-time and will be described in a separate Invitational Membership Plan or Application for Annual Membership. Invitational Members are not entitled to vote on any Club matters and do not have any equity or ownership interest in the Club or the Club Facilities.

The Club may offer a limited number of Invitational Golf Memberships on an annual basis and possibly

on a seasonal basis. However, the maximum number of Invitational Annual Golf Memberships at the Club shall be the difference between three hundred eighty-seven (387) and the actual number of Full Memberships issued at Mizner Country Club on the first day of each membership year.

2. HONORARY MEMBERSHIPS

A limited number of Honorary Memberships may be issued to persons designated by the Club from time-to-time. These Memberships are in addition to all other Memberships to be issued at Mizner Country Club and shall be available on terms and conditions and allow such privileges as shall be established by the Club. Honorary Memberships may be changed at any time by the Club and a new user designated to use the membership privileges from time-to-time.

3. COMPANY CLUB MEMBERSHIP

The Club has issued Company Club Memberships to the Company, whereby the Company, its successors and assigns, may designate, from time-to-time, up to five (5) persons at any one (1) time who shall be the designated users of this Company Club Membership. The designated users of the Company Club Membership will be entitled to use the Club Facilities on an unaccompanied basis with the same use rights as Full Members, including, but not limited to, sign-up privileges and the right to participate in member guest tournaments and other Club-sponsored events. Such designees will not pay any initiation or other similar fees, or any dues or member assessments, nor will they pay any greens fees, court fees, annual trail fees or other facility fees to play golf or tennis or use other facilities of the Club, or be subject to any minimum service fees, minimum food and beverage charges, annualized gratuity fees or similar charges, or be required to pay any fees or charges other than as specifically stated in this paragraph. However, such designees will pay the same cart fees, fees to enter special events and food and beverage charges (but no minimums) as Full Members. Designees shall at all times comply with the Club's Rules and Regulations, provided that such Rules and Regulations are not inconsistent with the terms of this paragraph. Such designees shall be persons currently or formerly affiliated with the Company or its affiliates, including, without limitation, directors, officers, employees or persons having or formerly having a business relationship with the Company or an affiliated or related entity. The rights of designees may be revoked and re-designated at the Company's discretion. Such persons will not count toward the maximum number of Equity Members and will not have any voting rights. The use rights under the Company Club Membership shall not be assignable or transferable by a designated user and shall be surrendered to the Company for designation of new designated users by the Company upon receipt of written notice from the Company. The Club shall not have any right or power to terminate the Company Club Membership or modify the rights and privileges of the Company or the designees of the Company Club Membership as described in this paragraph without the Company's written consent, whether before or after the initial sale of all Equity Memberships in the Club. The Company Club Membership (and the Company's ability to designate, revoke and re-designate users of the Company Club Membership), shall not terminate on Turnover, and can be transferred to the Company's successors and assigns at no charge.

The obligation of the Club and the rights of the Company in connection with the Company Club Membership may be memorialized in a document recorded among the public records of Palm Beach County, Florida, will run with the title to the Club Facilities and in the event that the Club defaults in connection with the Company Club Membership, the Club shall be obligated to pay to the Company One Hundred Thousand Dollars (\$100,000) as liquidated damages, plus legal fees and all costs incurred by the Company in connection therewith. The liquidated damages provided for herein shall not be the sole or exclusive remedy available to the Company or any designees or assignees of the Company in the event of any default by the Club as to any of its obligations set forth in this section. In addition, the Club's obligations in connection with the Company Club Membership constitute a lien on the Club Facilities. This Article XI, Section 3 may not be deleted or amended without the Company's consent.

ARTICLE XII

GUEST PRIVILEGES

Guests of Members may be extended guest privileges subject to applicable guest fees, charges and the Rules and Regulations established from time-to-time by the Board of Directors. Guest privileges may be denied, withdrawn or revoked at any time for reasons considered sufficient by the Board of Directors or the General Manager (and confirmed by the Board of Directors within (7) days). All guests shall be either houseguests or day guests. A houseguest is defined as a guest temporarily residing in a Member's residence in Mizner. All other guests of a Member (including, for example, a guest who owns a Social Membership in good standing) shall be considered day guests.

Day guests must be accompanied by the Member at all times when using the Club Facilities, unless otherwise permitted by the Club from time-to-time. Day guests will be charged guest fees established by the Board of Directors for their use of the Club Facilities.

Houseguests are permitted to use the Club Facilities unaccompanied by the Member. In addition to all use fees as established by the Board of Directors, houseguests may be charged a temporary houseguest membership fee for each one-week period.

ARTICLE XIII

DUES, FEES AND CHARGES

The Club's membership year will constitute the twelve month period commencing November 1 and ending on October 31, unless otherwise established by the Club.

The Board of Directors will determine the amount of dues, fees, dining minimums and other charges to be paid by each Member from time-to-time. The amount of dues payable by each Member will depend upon the classification of Membership owned or selected, as the case may be. The Club may contract with the Mizner Country Club Master Association, Inc. to collect dues charged to Equity Members who own a residence or homesite in Mizner and to remit the dues to the Club. The dues may be established at any level deemed appropriate by the Board of Directors. In addition to the foregoing, the Board of Directors may from time to time designate a portion of the dues, fees and other charges payable by each Member as a capital charge, to be used by the Club solely for the purposes of capital expenditures, for capital improvements to the Club's facilities, or for direct allocation to debt servicing, in such amount as shall be deemed appropriate by the Board of Directors, and such amount may differ based upon the classification of Membership owned or selected, as the case may be. Any such capital charges shall be separately accounted for and not recorded in an operating revenue account.

The Club is also obligated to pay assessments to the Mizner Country Club Master Association, Inc. pursuant to the Declaration of Master Covenants for Mizner Country Club recorded in the Public Records of Palm Beach County.

The obligation to pay dues is not dependent on the availability of all the facilities or the frequency of use. Repair and maintenance of the facilities and/or other occurrences may make it necessary for the Club to change hours of use or restrict the use of the facilities or to close certain facilities temporarily. The Club will not reduce or suspend dues during the time when the facilities, in whole or in part, are not available.

Dues shall be due and payable in advance, on or before the first day of each membership year, unless otherwise established by the Club. The current dues for use of the Club Facilities shall be determined by the Board from time-to-time.

Monthly statements will be closed on the last day of each month and will normally be mailed to the Members of the Club within five (5) days. All statements are due and payable upon receipt and in no event later than the twentieth (20th) day of the month in which the statement was mailed. A late charge and/or simple interest at the rate of eighteen percent (18%) per annum (or, if less, the maximum rate permitted by applicable law). will be added to all outstanding balances in accordance with the Rules and Regulations if the statement is not paid by the twentieth (20th) day of the month. In addition, the Club reserves the right to place any Member whose account is not paid in full by the twentieth (20th) day of the month on a cash-only basis for any or all services and merchandise otherwise provided for credit at any time.

The failure of any Member to timely pay fees and other charges by the twentieth (20th) day of the month and the failure to pay dues and all amounts of the membership contribution when due shall constitute grounds for suspension and/or termination of Membership privileges at the Club. In the event a Member fails to pay the required dues, fees and other charges, then the Club may suspend, terminate or take any other disciplinary action relating to his/her Membership in the Club. Upon termination of a Membership the dues obligation of the Membership shall continue to accrue at the rates then applicable to a Social Membership until the closing of the sale of such individual's residence or homesite in Mizner to a new owner or until his or her Membership is reissued by the Club. In the event a Membership is terminated, the Member will no longer have any Membership privileges to use the Club Facilities and will not be entitled to receive a Transfer Payment or otherwise be entitled to a refund of any portion of the membership contribution previously paid.

Each Member shall be legally and financially responsible for his or her acts or omissions as well as those of his, her or their Immediate Family Members, Designees, guests and tenants. When a Membership is issued in the name of more than one (1) person or Entity, each person and Entity shall be jointly and severally responsible for all dues, fees, dining minimums and other charges and liabilities associated with such Membership. If a Membership is issued in the name of both spouses, notice to the Club of termination of marriage or cohabitation shall not discharge either spouse from the liability for subsequent dues, fees, and other charges and liabilities unless the notice is coupled with the resignation of one (1) of the spouses.

Equity Members of the Club who do not desire to use their full Membership privileges during any membership year may arrange through the Club for the exchange of their Membership privileges with those of another Member of the Club upon obtaining the approval of the Club, the payment of an exchange fee charged from time-to-time by the Club and the exchanging Members' payment of their respective dues. The right to exchange Membership privileges shall be on a membership year basis and shall not affect the exchanging Members' rights to their underlying Memberships or obligations for such Memberships. Members shall be responsible for payment of all assessments and other fees, except dues, based on the category of their underlying Membership.

ARTICLE XIV

DELINQUENCIES

1. STATEMENT

An itemized statement of any dues, fees, assessments, dining minimums and current charges shall be mailed monthly to each Member. Any Member failing to pay his or her indebtedness to the Club by the twentieth (20th) day of the month shall be subject to action as is determined appropriate by the Board of Directors. The failure of any Member to pay dues within the prescribed period shall constitute grounds for suspension and/or termination of his or her Membership.

2. SECURITY INTEREST IN MEMBERSHIPS

Each Equity Member, to the fullest extent permitted by applicable law, has granted to the Club a first-

priority security interest under the *Uniform Commercial Code* of the State of Florida, and all amendments thereto (the "Code"), in each such Equity Member's Membership for any obligations of such Equity Member under the Application for Equity Membership, these By-Laws, the Articles of Incorporation, the Rules and Regulations of the Club and all of the Equity Member's other payment obligations to the Club (including all costs and expenses incurred in the collection of the same, including reasonable attorneys' fees and legal expenses). This security interest shall serve to secure the payment of all dues, fees, assessments and other charges, and the enforcement of payment of such requisite amounts due by each Equity Member (including all costs and expenses incurred in the collection of the same, including reasonable attorneys' fees and legal expenses), whether or not legal proceedings are initiated. This security interest may be perfected in any manner authorized by applicable law, including without limitation, by filing a UCC financing statement with the appropriate public registries. Each Equity Member acknowledges that the membership interest is not a "security" as defined in the Code; rather it is a general intangible.

If any default shall occur in the payment of any dues, fees, assessments and other charges of an Equity Member, the Club shall have all of the rights and remedies of a secured party under the Code and may retake possession of such Equity Member's Membership and may cancel and terminate such Equity Members' Membership.

As to delinquent accounts, the Club also has the right to, without limitation, record and foreclose upon a Claim of Lien against a person's lot and residence located within the Mizner Country Club Community as provided by, without limitation, Article 6, Section 6.5 of the Declaration of Master Covenants for Mizner Country Club.

Notwithstanding any such cancellation and termination by the Club of any such Membership, nothing contained herein shall impair in any way the obligation of any purchaser of a residence in Mizner (including, without limitation, any purchaser at a foreclosure or similar sale or other disposition) to purchase and maintain an Equity Membership from the Club with respect to such residence, as provided in these By-Laws. The Club may also, at its option, sue to recover a money judgment for unpaid dues, fees, assessments and other charges, without thereby waiving its security interest securing the same.

No Equity Member shall be permitted to create, incur, assume or suffer to exist upon such Equity Member's Membership any liens or security interests whatsoever except to the extent the lien or security interest represents a purchase money lien and security interest incurred as a result of acquiring the Membership and is approved in writing in advance by the Board. In the event of foreclosure of the purchase money lien or security interest incurred as a result of acquiring the Membership, the party foreclosing on the Membership must give the Club written notice of the pending foreclosure, and the Club shall have the right to repurchase the Membership before the foreclosure on the same basis as if the Equity Member had resigned Membership privileges in the Club.

3. WAIVER OF JURY TRIAL

All Club Members, all of the Member's Immediate Family Members and all Club Members' guests, tenants and invitees hereby irrevocably waive their respective rights to trial by jury in connection with any dispute, action or proceeding that in any way either pertains to or involves the Club.

ARTICLE XV DISCIPLINE

1. GROUND FOR DISCIPLINE.

A Member, Designee of an Entity or an Immediate Family Member or guest or invitees whose conduct is

improper or likely to endanger the welfare, safety, harmony or good reputation of the Club or its Members may be reprimanded, fined, suspended or otherwise prohibited from use of Club Facilities or expelled from the Club. Any Member may also be disciplined as provided above on account of the actions or conduct of his or her Immediate Family Members, guests or invitees. Reasons for disciplinary action may include, without limitation, the following:

- A. Submission of false or misleading information on the Application for Membership or an application for guest use privileges;
- B. Failure to maintain eligibility for Membership;
- C. Unauthorized use of the Member's Membership card or account by others;
- D. Failure to pay dues, fees or other Club charges in a proper and timely manner;
- E. Failure to abide by these By-Laws or Rules and Regulations;
- F. Unsatisfactory behavior, deportment or appearance;
- G. Conduct detrimental to the Club or its reputation;
- H. Treatment of the personnel or employees of the Club in an unacceptable manner; and
- I. Treatment of valet personnel and other independent contract personnel in an unacceptable manner.

2. PROCEDURE

No disciplinary action shall be imposed unless a written grievance is first filed with the Grievance Committee by a Member or employee. The grievance, the investigation, and the information generated by the investigation and the deliberations of the Committee shall be confidential. The Grievance Committee shall determine whether to proceed with the matter or to refer it to an appropriate Committee or Sub-Committee for resolution. If the Grievance Committee proceeds with the matter it shall, in accordance with its rules and procedures, perform appropriate investigation and afford the Member the opportunity to attend a hearing. The Member shall be notified of the Committee's determination in writing within seven (7) days after the hearing. Neither the Grievance Committee nor the Board, if an appeal is taken, shall be bound by legal rules of evidence or procedure. Formal rules of evidence need not be followed and written statements may be considered.

3. RIGHT OF APPEAL

Any Member subjected to discipline by the Grievance Committee shall have the right to appeal to the Board. Notice of appeal must be in writing and filed with the Secretary of the Board not later than fifteen (15) days after receipt of the Grievance Committee's determination. Filing an appeal shall stay any discipline imposed by the Grievance Committee pending the appeal.

Upon receipt of a notice of appeal, the Board shall determine the procedure it will take with respect to such appeal, including whether or not the Board shall hold a hearing with respect to such appeal. In the event that the Board determines to hold such a hearing, the Board shall set, not less than ten (10) days thereafter, a time and date for hearing. The Board shall from time-to-time determine the rules and procedures that will be applicable for any such hearing. After the hearing, the Board may uphold or reject the determination of the Grievance Committee or may modify the discipline imposed. Decisions of the Board shall be made within fifteen (15) days of the hearing and shall be by a majority vote. However, decisions to uphold expulsion or a suspension of more

than a one (1) year period shall require a vote of at least two-thirds (2/3) of the Board. If the Board fails to uphold an expulsion, it may impose a lesser discipline.

All determinations by the Board shall be final. The Board shall notify both the Member and the Grievance Committee of its decision, in writing within thirty (30) days.

4. SUSPENSION OR EXPULSION EFFECT

Any Member who has been suspended or expelled shall immediately cease participation in Club activities and use of Club Facilities. All dues and other obligations of a suspended Member shall accrue during such suspension and must be paid in full when due. Suspended Members, during the period of suspension, shall not be eligible for Membership admittance to Club Facilities or Club functions under any circumstance. Any Member attempting to bring a suspended or expelled member into Club Facilities shall be disciplined pursuant to this Article. An expelled Member shall not be entitled to the return of membership contributions, dues or fees previously paid to the Club or which are due and owing and the expelled Member shall not be entitled to dispose of his Membership as if he had resigned pursuant to the provisions herein. An expelled Member shall not be eligible to reapply for Membership at any time thereafter. The Board shall have discretion to apply its decision solely to the Member sanctioned and/or to any Immediate Family Member or Members.

ARTICLE XVI CORPORATE SEAL

The Corporate Seal of the Club shall be circular in form and shall have inscribed thereon the name of the corporation and the words "seal", "Florida", "Not-For-Profit Corporation" and the year of incorporation. The corporate seal shall be in the possession of the Secretary of the Club and be affixed by the Secretary to all documents relating to the official acts of the Club, as authorized by the Board of Directors.

ARTICLE XVII MISCELLANEOUS

1. FISCAL YEAR

The fiscal year of the Club shall commence on the first day of November and conclude on the last day of October (or such other period as shall be determined by the Board of Directors).

2. ASSESSMENTS

The Board of Directors may find it necessary to make assessments, in addition to dues, to cover any operating deficits that occur after the Turnover Date. Assessments to cover operating deficits shall be prorated among the Equity Members based on the annual dues charged to each of them during the year in which the deficit occurs.

There will be no assessments for capital expenditures to the Club Facilities unless such capital assessment is approved by a majority of the members of the Board of Directors and sixty percent of all of the Members in each classification of Equity Membership that would be required to pay such capital assessment. All proposed assessments for capital expenditures to the golf facilities shall be paid equally by all Full Members and Sports Members. All proposed assessments for capital expenditures for the tennis facilities shall be paid equally by all Full Members, Sports Members and Tennis Members. Social Members shall not pay any assessment for capital

expenditures to the golf and tennis facilities provided at the Club. All other assessments for capital expenditures shall be paid equally by all Equity Members. For purposes of this paragraph, the term “golf facilities” shall refer to the golf course and driving range, and the machinery and equipment used in connection therewith and the landscaping, cart paths and other land improvements related thereto. The term “tennis facilities” shall refer to the six Har-Tru tennis courts and machinery and equipment and landscaping, fencing and other land improvements related thereto.

Failure to pay any assessment shall subject an Equity Member to the same penalties as failure to pay any other indebtedness to the Club

3. CONFLICT BETWEEN BY-LAWS AND ARTICLES OF INCORPORATION

In the event of conflict between the terms of these By-Laws and Articles of Incorporation of the Club, the Articles of Incorporation shall prevail.

4. DISSOLUTION OF CLUB

In the event of dissolution or final liquidation of the Club, all of the property and assets of the Club, after payment of its debts, shall be distributed, as permitted by applicable Florida law and a court having jurisdiction, among the holders of the Equity Memberships of the Club in proportion to the value of their Equity Memberships at that time.

5. INDEMNIFICATION BY THE CLUB

The Club shall indemnify and hold harmless each person who shall serve at any time hereafter as a member of the Board of Directors, or as an officer of the Club or as a member of any committee of the Club from and against any and all claims and liabilities to which such person shall become subject by reason of his or her having been, or hereafter being, a member of the Board of Directors or an officer of the Club, or a member of any committee of the Club, or by reason of any action alleged to have been taken or omitted by him or her as such member of the Board of Directors, or officer of the Club or member of any committee of the Club, and shall reimburse each such person for all legal and other expenses reasonably incurred by him or her in connection with any such claim or liability to the fullest extent permitted by applicable Florida law. However, no such person shall be indemnified against, or be reimbursed for, any expense incurred in connection with any claim or liability arising out of his or her willful misconduct.

6. GENDER REFERENCES

All references in these By-Laws to the male gender shall be read to include the female gender.

7. COMPLIANCE WITH BY-LAWS AND RULES AND REGULATIONS

All Equity Members and their spouses and Immediate Family Members and Designees are required to be fully familiar with and comply with these By-Laws and the Rules and Regulations of the Club as enacted, supplemented and/or amended from time-to-time. Any violation by an Equity Member or his or her spouse or Immediate Family Members, a designee, or their guests may subject the Equity Member to disciplinary action in accordance with Article XV of these By-Laws.

8. E-MAILS CONSTITUTING WRITING

Except where these By-Laws specifically require otherwise, whenever these By-Laws require an action to be taken in writing, an e-mail transmission to the e-mail address most recently provided to the Club by the

Member, or any other electronic messaging as approved by the Board of Directors shall be deemed to satisfy such requirement.

9. ELECTRONIC VOTING

For all purposes of these By-Laws, any vote, consent or other action required to be taken in writing may be made by email transmission to the Club's email address or any other electronic messaging as may be approved by the Board of Directors

10. PAYMENT OF ASSESSMENTS

For all purposes of these By-Laws, if any action is expressly stated to be subject to, or conditioned on, the prior payment of all outstanding assessments, such provision shall be interpreted to require the prior payment of all portions of outstanding assessments which are due and payable as of that time, and shall not be deemed to require the payment of any portion of such assessments that are expressly payable at any later time. All references in these By-Laws to the payment of "other charges" shall include, without limitation, all assessments.

ARTICLE XVIII AMENDMENTS

1. BY EQUITY MEMBERS

Subject to the restrictions set forth in Section 2 below, these By-Laws may be altered, amended, or repealed or new By-Laws may be adopted except as otherwise provided herein, only by:

A. a majority vote of all of the members of the Board of Directors, and

B. a majority of all the Equity Members actually voting (as Weighted Members' Votes) in person or by proxy at any duly called and constituted annual or special meeting of the Equity Members of the Club at which a quorum of the Equity Members is present either in person or by proxy. The proposed amendment must be set forth in the notice of the meeting.

2. RESTRICTIONS ON AMENDMENTS

Prior to the initial sale of all Equity Memberships permitted to be issued at the Club, neither the Club nor the Equity Members may change, modify or delete the provisions of these By-Laws and the Plan Documents without the prior written consent of the Company.

After the initial issuance of all Equity Memberships permitted to be issued at the Club, the following provisions may only be changed, modified or deleted if such change is approved by a majority of all of the members of the Board of Directors of the Club and seventy-five percent of all of the members in each classification of Equity Membership that would be affected by such change or modification:

A. The total number of Equity Memberships or the number of members allowed in any particular classification of membership as described in the Plan Documents as of the Turnover Date,

B. the restrictions or limitations on assessments on Equity Members as described in the Plan Documents as of the Turnover Date,

C. the eligibility to acquire an Equity Membership as described in the Plan Documents as of the Turnover Date,

D. the rights of tenants to use the Club Facilities as described in the Plan Documents as of the Turnover Date, and

E. this Section 2, Article XVIII of the By-Laws of the Club as of the Turnover Date.



RULES & REGULATIONS

January 1, 2021

Entire Building is under video surveillance.

MIZNER COUNTRY CLUB, INC.
RULES & REGULATIONS INDEX

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MIZNER COUNTRY CLUB

RULES AND

REGULATIONS

THE FOLLOWING CONSTITUTE THE RULES AND REGULATIONS FOR MIZNER COUNTRY CLUB. THEY ARE INTENDED TO ESTABLISH STANDARDS OF CONDUCT TO BE OBSERVED BY THE MEMBERSHIP WHILE AT THE CLUB FACILITIES. THE FAILURE TO OBSERVE THESE RULES MAY RESULT IN DISCIPLINARY ACTION. ALL Schedules attached to these Rules are subject to change from time to time as may be determined by Club management.

DEFINITIONS

The following terms when used in these Rules, shall have the following meanings:

1. "Board" shall mean the Board of Directors of the Club.
2. "By-Laws" or "Bylaws" shall mean the By-Laws of the Club, as amended from time-to-time. The By-Laws are incorporated herein by reference. In the event of any conflict between the terms of these Rules and the By-Laws, the By-Laws shall govern.
3. "Catered Event" shall mean an event (deemed by Club management to be a catered event) where a Sponsoring Member has invited twelve (12) or more Guests who are to be served food or beverages at the Club.
4. "Club" shall mean Mizner Country Club, Inc.
5. "Club Documents" shall mean the Declaration of Master Covenants for Mizner Country Club as recorded in Official Records Book 11561 Page 1632, of the Public Records of Palm Beach County, Florida, the By- Laws, the Rules and all documents referred to therein, each as same may be amended from time-to-time.
6. "Club Facilities" shall mean the Golf Facilities, Tennis Court Facilities, Clubhouse, Central, Pool Area, Mizner Kids Area and Fitness Center and all other land and improvements operated by the Club in accordance with the Club Documents.(including the designated parking areas).
7. "Club Golfer" shall mean a Club User who has privileges to use the Golf Facilities.
8. "Club Tennis Player" shall mean a Club User who has privileges to use the Tennis Court Facilities.
9. "Club User" means all Members and Guests.
10. "Department Head" shall mean the head of any department at the Club, and shall include the department heads for Golf, Tennis, Dining, Fitness, Human Resources, Maintenance, Golf Course Maintenance, and such other departments as are established by the Board from time-to-time.
11. "Designee" shall mean the person or persons designated to exercise the use privileges of a Member in accordance with the By-Laws, where a Membership is held in the name of a company, partnership, or other form of multiple ownership.
12. "General Manager" shall mean the person employed by the Club as its general manager in accordance with the By-Laws.
13. "Golf Facilities" shall mean the Golf Course, Golf Practice Area, Golf Locker Rooms, Golf Maintenance Facilities, and related golf facilities located at the Club.

14. "Golf Practice Area" shall mean the driving range, short-game green and the putting green located next to the golf cart staging area.
15. "Guest" shall mean a guest of a Sponsoring Member and shall mean either a "Day Guest" or a "HouseGuest" A "House Guest." is defined in the By-Laws as a guest temporarily residing in a Member's Residence. All other guests of a Sponsoring Member shall be considered "Day Guests" other than Legacy House Guests.
16. "HOA" shall mean the Mizner Country Club Master Homeowners Association, Inc.
17. "Immediate Family Member" shall mean a Member, the spouse of the Member who is living in the Member's Residence, and any unmarried children who are under the age of twenty-six (26) and either living in the Member's Residence or attending school on a full-time basis and may also include any other person or persons approved by the Board as an Immediate Family Member. All other children or grandchildren of Members or their spouses who are over the age of twenty-six (26) shall be considered Guests, regardless of where they may reside.
18. "Invitational Members" shall mean the person or persons holding "Invitational Memberships" as described in Article XI of the By-Laws.
19. "Legacy House Guests" shall mean the person or persons who have been granted Legacy House Guest Privileges by the Board in accordance with the policies established by the Board from time to time (most recently on April 25, 2017).
20. "Member" or "Membership" shall mean the person or persons or entity owning either a Golf (Full), Tennis, Social or Sports Equity Membership (as those equity memberships are defined in the By-Laws), which member is in good standing with the Club. The definition also means and includes an Immediate Family Member, Designee and Tenant as well as Invitational Members and Legacy House Guests.
21. "Outside Tennis Member" means a person who has been given limited privileges to participate with the Club's Tennis team.
22. "Residence" shall mean a private residence located at Mizner Country Club.
23. "Rules" shall mean the rules and regulations for the Club as set forth in this document and as may hereafter be promulgated by the Board from time-to-time. No other rules shall be or remain in effect.
24. "Sponsoring Member" shall mean a Member who has invited, and is therefore responsible for, a Guest.
25. "Staff" shall mean an employee of the Club, including all Department Heads and the General Manager. The Staff employed within a Department may be referred to by that Department (i.e., "Golf Staff").
26. "Tenant" shall mean a person or persons occupying a Residence of a Member in accordance with a lease or other rental agreement approved by the MHOA and to whom such Member has transferred his or her Membership privileges in accordance with the By-Laws, provided however, in no event shall any person, spouse or immediate family member qualify for membership use privileges as a Tenant if such person has previously resided in Mizner Country Club pursuant to two or more prior leases, regardless of the term of any such leases.
27. "Tennis Court Facilities" shall mean the tennis courts, tennis shop and related tennis facilities located at the Club.

II. GENERAL RULES

1. The Club is a private membership club and shall be operated in accordance with the Club Documents. No Club Users, acting alone or in concert, shall be permitted to violate or attempt to violate the private membership characteristics of the Club or to otherwise violate the provisions of the Club Documents.
2. Club Users shall observe the Hours of Operation for the various Club Facilities as set forth on the Mizner Country Club website. The General Manager may change the Hours of Operation for any of the Club Facilities from time-to-time to allow for proper maintenance, repairs or for such other purposes as the General Manager may deem necessary.
3. Club Users shall dress in a manner befitting the surroundings and atmosphere of the Club. The Dress Code Policies as of January 1, 2021, are set forth in Schedule 2 as the same shall be modified by Club management from time to time.
4. All food offered for consumption by the Club shall be prepared by the Club, except for food offered by an outside caterer approved in advance by the General Manager. All food and beverages offered for consumption by the Club (other than take out or similar food offerings) shall be consumed on the Club property and shall be for a Member's personal consumption only.
5. No gratuities, including but not limited to cash or any other form of gift, shall be offered to any member of the Staff by any Club User for any services provided by the Club.
6. Cellular telephones should be placed on a non-audible mode to minimize disruptions to fellow Members. If, while indoors at the Club Facilities, a Club User must accept or place a call, they shall withdraw to a location so that their phone conversation will not be overheard by other Club Users.
7. Members shall be responsible for their own actions as well as those of their Guests, including the obligation of all such parties to adhere to the Club Documents.
8. No Club User shall enter the kitchen, any storage areas, maintenance areas, employee quarters, loading dock or other service areas without the prior permission of a Department Head in charge of such area or the General Manager.
9. No Club User shall dispose of trash from a Residence into Club garbage containers.
10. Except for an animal registered with the Club as a service animal for the benefit of a Club User, all animals must be on a leash and under the control of a Club User. The General Manager may require that a dog or other pet be removed from the Club Facilities if the General Manager considers such dog or other pet to be a nuisance. No dogs (other than aforementioned registered service animals) or other pets are permitted in the Pool Area or inside any of the buildings comprising the Club Facilities. Members are responsible for damage caused either by their dogs or other pets or by dogs or other pets of their Guests.
11. No Catered Events may be held in the Club Facilities unless approved in advance by the General Manager.
12. No organized religious services or meetings for any political or fund-raising purposes shall be held in the Club Facilities unless approved in advance by the General Manager.

13. Motor vehicles and golf carts parked on the Club Facilities shall be parked exclusively in designated parking areas. Motor vehicles and golf carts shall not be left parked or standing in front of Central entrance or the Clubhouse front driveway circle in the event and to the extent that they may block the flow of pedestrian, vehicular or golf cart traffic or access by emergency vehicles. Vehicles cannot be parked under the tent in the BKYD but rather only in designated golf cart spaces. First time violations will result in an automatic \$25 fine, charged to the member's account, and subsequent violations will result in a \$100 fine, charged to the member's account, and may also be subject to a grievance. Any person self-parking a motor vehicle or golf cart assumes all risk of loss with respect to his/her vehicle as well as to personal property left in such vehicle or golf cart.
14. No Club User or invitee of a Club User shall alter, add or remove any landscaping, beautification or other improvements to the Club Facilities.
15. The use of bicycles, roller skates, in-line skates, Razor scooters, skateboards, Segways, motorized bikes, motorized toys, go-peds, scooters, all-terrain vehicles, go-carts and similar items are not permitted on the Club Facilities. Bicycles are permitted on Club Facilities but they are not permitted to be parked in the Central breezeway or corridors or the Pool area.
16. No written communications shall be posted anywhere on the Club Facilities by any Club User, unless the content, location and duration of such posting is approved in advance by the General Manager.
17. There shall be no solicitation or commercial enterprises undertaken by any Club User on the Club Facilities or in the name of, or on behalf of the Club, nor shall the name, stationery or logo of the Club be used for any such purpose, without the prior approval of the General Manager.
18. Smoking of cigarettes, cigars and pipes and vaping shall not be permitted in the golf cart staging area, golf practice facilities or the tennis facilities and shall be permitted only in the following designated smoking areas in the Club Facilities: Golf Course main parking lots, and such other areas as may be designated as smoking areas by the General Manager, from time-to-time.
19. Club Users shall not be permitted to possess firearms or any other weapons while on the Club Facilities.
20. Loud or offensive language, gestures or hazardous activity shall not be tolerated on the Golf Course or elsewhere in or upon the Club Facilities.
21. The information contained in the Members Directory published by the Club shall not be circulated or used for any commercial enterprise, charitable solicitation, political purposes, or other purpose adverse to the interests of the Club and its Members.
22. No candidate for the Board or any other Club User shall directly or indirectly engage in any campaign activities other than at events arranged for such purposes by the Club. For purposes of this Rule, "campaign activities" shall include but not be limited to the distribution of written or electronic materials or communications or the conducting of any formal meetings other than those organized by the Club.
23. Club Users must cease all outside activities when the Thorguard Lightning Prediction system becomes active and move to a safe location. Only when the system sounds the "all clear" signal (currently one 15 second horn blast), should Club Users resume their outside activities.

III. CLUB CHARGES AND MEMBER PAYMENTS

1. Club charges will be itemized in monthly statements provided to Members. Copies of individual Club chits or charges will not be included in the monthly statements but may be reviewed on the Club's website or at the Administrative Offices.
2. Monthly statements will be closed on the last day of each month and will be mailed to the Members within approximately five (5) business days from the last day of each month. All statements are due and payable upon receipt and are subject to a late charge of \$125 per month plus interest at 18% per annum if not paid by the twentieth (20th) day of the month. Any Member whose account with the Club is not paid in full within thirty (30) days of the due date of a monthly statement shall be automatically suspended and subject to any reinstatement fees, charges and other disciplinary measures approved by the Board.

IV. GUEST POLICIES

1. It is the responsibility of a Sponsoring Member to register their House Guests with the Club at the Membership Office. There is no requirement to register Day Guests; however, Day Guests must be accompanied by a Member while at the Club Facilities. A Schedule of Guest and other fees in effect at the Club as of January 1, 2021 is attached as Schedule 3. These fees are subject to change from time-to-time by the Board.
2. Once properly registered by a Sponsoring Member, a House Guest will be provided with a temporary membership card by the Club. Any applicable Guest fees or charges incurred by or on behalf of a House Guest shall be charged to the House Guest's Sponsoring Member's account. The Club reserves the right to require House Guests to present their membership cards upon entry to any Club Facilities. Membership cards are not transferable and may not be used by any person other than the Club User to whom it has been issued by the Club. All Club charges made on such membership card shall be charged to the Sponsoring Member's account. A Club User shall notify the Club in writing when a membership card is lost and request a replacement card. If a replacement card is issued the Club may charge a service charge to the Member's account.
3. A House Guest's privileges at the Club Facilities shall automatically expire once that House Guest stays overnight in a Sponsoring Member's Residence for either thirty (30) consecutive days or ninety (90) days during any three hundred and sixty-five (365) contiguous day period.
4. Guests shall enjoy the same level of privileges regarding the use of the Club Facilities as afforded to the Sponsoring Member, except as limited by these Rules, the By-Laws and as restricted from time- to-time by the General Manager or the Board.

Golf Guests

1. A Guest may not play golf at the Golf Facilities as the Guest of any one or more Sponsoring Members more than six (6) times from November 1 through April 30 or more than six (6) times from May 1 through October 31. Multi-day tournaments count as one visit.
2. If a Guest completes play of four (4) holes or less and stops playing solely due to inclement weather conditions, all golf fees and costs charged in connection with such Guest's round of golf will be credited to the Sponsoring Member's account provided such stoppage in play and request for a credit is made at the Golf Shop on that same day of play. If inclement weather causes the Guest to stop between holes five (5) and thirteen (13), fifty (50%) percent of the fees will be credited to the Sponsoring Member's account.

Card Room Guests

1. A Sponsoring Member may not sponsor more than three (3) Guests to the Men's or Ladies' Card Area on the same day.
2. No Sponsoring Member or Sponsoring Members may sponsor the same guest to the Men's Card Area more than three time per week.
3. Cardroom guest fees and times shall be determined by Club management from time to time.

Tennis Guests

1. A Sponsoring Member who owns a Tennis, Sports or Full (Golf) Equity Membership may invite a Day or House Guest to use the Tennis facilities upon payment of all applicable fees.
2. A Tennis, Sports or Full (Golf) Equity Member may have one complimentary Guest on Mondays.

3. Guests are allowed access, unless restricted during peak periods by the Director of Tennis.
4. Invitational Team Tennis Members (ITTM) are permitted to play at no additional charge if they are practicing with a Member teammate and for matches and team clinics. ITTM's are not permitted to bring Guests.

V. GOLF

1. GENERAL GOLF RULES

- a. Members shall be responsible for their own actions as well as those of their Guests, including the obligation of all such parties to adhere to the Club Documents including but not limited to dress codes, footwear restrictions and golf course restrictions.
- b. Only a Club Golfer may use the Golf Facilities.
- c. Whenever using the Golf Facilities, the Rules of Golf of the United States Golf Association ("U.S.G.A.") together with the Rules of Etiquette as adopted by the U.S.G.A. shall govern such use, except when these rules are in conflict with the specific golf or etiquette rules adopted by the Club as its "local" Rules, in which case the "local" Rules shall govern.
- d. In order to assure safety and the proper maintenance of the Golf Course, activities such as fishing, biking, jogging, recreational walking, roller skating, skateboarding, walking of pets, recreational soccer, football and similar activities are not permitted on the Golf Facilities, the cart paths or any adjacent waterways.
- e. Practicing golf shall take place exclusively on the Golf Practice Areas and not on the Golf Course unless a Club Golfer is accompanied by the Director of Golf or Club Golf Professional Staff.
- f. Club Golfers shall observe all rules of play and golf etiquette so as to help maintain the Golf Course Facilities in the best possible condition, including but not limited to: Pace of Play of 4 hours or less; filling divots with sand (other than on the tees as this is the responsibility of the golf course maintenance staff); properly repairing ball marks on the greens; raking bunkers; delaying play by searching for balls; entering and leaving bunkers at their lowest points; not driving on the fairways on par 3's; not parking near the greens unless the member has been given handicap access by the Director of Golf or Head Professional (30ft from greens); adhering to the current cart path rules in effect on a particular day; observing all course directional signs; picking up tees on the teeing grounds; and not using any practice balls on the Golf Course.

2. REGISTRATION, STARTING TIMES AND RULES OF PLAY

- a. Club Golfers desiring to play golf on the Golf Course must first register for a tee time by calling, using the online tee time system or from within the Golf Shop. Guests desiring to play golf or use the Golf Practice Areas must first check in with the Golf Shop staff.
- b. When requesting a tee time, the Club Golfer making such request shall provide the names of all persons scheduled to play.
- c. The Golf Staff may limit the number of golf starting times that can be requested or reserved by a Club Golfer at any one time.
- d. The earliest date upon which a Full (Golf) Member may request a starting time is fifteen (15) days in advance. Requests made fifteen (15) days in advance must be made no earlier than 4:00 P.M. By way of example, a starting time for the twentieth (20th) day of the month may be requested no earlier than 4:00 P.M. on the fifth (5th) day of that month.
- e. The earliest date upon which a Sports Member or Annual Member who is a Club Golfer may request a starting time is eight (8) days in advance. Requests made eight (8) days in advance must be made no earlier than 4:00 P.M. By way of example, a starting time for the twentieth (20th) day of

the month may be requested no earlier than 4:00 P.M. on the twelfth (12th) day of that month.

- f. The reservation of starting times for tournament play must be approved in advance by the Director of Golf.
- g. A group having more than one (1) Guest on a Friday through Sunday or on any holiday may not request a tee time on any such days which is earlier than 10:30 A.M.
- h. The Club reserves the right to preclude Golf Members from reserving tee times on certain days or partial days in order to accommodate the Club's plans for a private golf outing or similar event.
- i. Club Golfers shall start play either at hole #1 or hole #10, as directed by the Golf Staff, including Golf Staff designated or serving as the Starter or Ranger.
- j. Club Golfers shall report to their starting tees at least ten (10) minutes in advance of their starting times. Failure to report on time may result in the cancellation of that starting time and having to begin play at a time which is at the discretion of the Starter.
- k. The Director of Golf may charge a Golfer a cancellation fee, which may be the equivalent of a cart fee and tax, for failure to show up for a starting time or for failure to cancel a starting time at least twenty-four (24) hours in advance, where such failure to show up or cancel occurs on more than one occasion and without sufficient cause.
- l. New Members must meet with the Director of Golf prior to their initial round. The new member will be registered by the Golf Shop staff for an official orientation with the Director of Golf or his/her designee.
- m. The play of foursomes shall have priority over the play of singles, twosomes and threesomes. Smaller groups should not expect to play through foursomes.
- n. Singles, twosomes and threesomes may be paired and/or may be instructed to share carts, when, at the discretion of the Director of Golf or Golf Staff, conditions call for such pairing or cart sharing.
- o. During the Winter season (November 1 through April 30), on any Saturday, Sunday, Holiday and any other day at the discretion of the Director of Golf, twosomes will be paired by the golf staff at the time making the tee time reservation if the tee time requested is before 10:30 AM. During the Summer season (May 1 through October 31) mandatory pairing of twosomes before 10:30 AM on Saturdays, Sundays and Holidays is at the discretion of the Director of Golf.
- p. The play by groups of five or more players as a "foursome" must be approved in advance by the Head Professional or Director of Golf.
- q. Club Golfers shall observe "Course Closed" or "Hole Closed" or "No Smoking in all practice areas and golf cart staging area" signs and all other signage.
- r. Each Club Golfer must use his or her own set of golf clubs or rental golf clubs.

3. PACE OF PLAY STANDARDS

- a. All Club Golfers are responsible to play "ready golf" and maintain pace of play standards established by the Club. The current maximum standard for pace of play is the completion of a round of golf in not more than four (4) hours. Club Golfers who, in the opinion of the Director of Golf, are unable to consistently maintain an adequate pace of play, may be refused starting times during peak Golf Course usage hours.

- b. Slower Club Golfers should allow other Club Golfers who request same to play through when they have fallen behind the pace of play of the Golfers ahead of them or to skip ahead to the next hole where the hole in front of them is not in use.
- c. The Golf Staff will be responsible for monitoring the pace of play. In those instances where the Golf Staff may have reason to believe that certain Club Golfers are failing to maintain an adequate pace of play or allowing a group to play through when this should have been allowed, the following steps may be taken:

GOLF STAFF'S FIRST REQUEST TO SPEED UP PLAY – The Player Assistants will notify the Golfers of the need for them to improve their pace of play. The Player Assistants will then monitor the group out of position.

GOLF STAFF'S SECOND REQUEST TO SPEED UP PLAY – The Player Assistants will request that the Golfers pick up their balls and move ahead to the proper position in the field of play. (i.e., skip a hole). During tournament play, groups that are advised to skip a hole may be disqualified for slow play determined by the Head Professional or Director of Golf.

A Golf Staff member may, at any time, require that a trailing group or groups be permitted to play through.

4. GOLF ETIQUETTE

- a. Club Golfers must always be in accordance with the Rules of Golf, apply proper golf and course etiquette and other training provided by the Professional Golf Staff.

5. HANDICAPS

- a. Member's golf handicaps are under the supervision of the Handicap Committee by use of a Florida State Golf Association approved handicap tracking system and the Director of Golf in accordance with current U.S.G.A. guidelines, each of whom shall have the right to adjust handicaps if they determine there has been a violation of that system, all in accordance with the By-Laws.
- b. Full (Golf) Members, Annual Golf Members and Sports Members (within the limits of the number of times they are permitted to play Golf), with a current U.S.G.A. handicap may participate in Club tournaments. Verifiable U.S.G.A. Handicaps are required for all Club events. All handicaps submitted may be reviewed by the Handicap Committee, and if deemed appropriate, handicaps may be modified.
- c. After each round of golf, Club Golfers must enter their score in the handicap computer located in the Golf Shop, the GHIN app, or GHIN.com website. Failure to post a score may result in the Handicap Committee posting a score equal to the lowest score of the Golfer's last twenty rounds or some more punitive score as determined by the Handicap Committee.

6. JUNIOR GOLFERS

- a. All Club Golfers under sixteen (16) years of age shall be considered Junior Golfers.
- b. To drive a golf cart on Club property, the golfer must be at least sixteen (16) years of age and have a valid government issued driver's license.
- c. Junior Golfers fifteen (15) years of age or older that do not have a valid driver's license may request to drive a golf cart on the golf course and around the practice areas subject to the approval of the General Manager and the Director of Golf.
- d. Junior Golfers under the age of sixteen (16) must be accompanied by an adult while playing or practicing golf unless they either are participating in a Club-sponsored tournament or have successfully completed a "Golf Development Course" administered by the Director of Golf and continue to conduct themselves in a manner consistent with the teachings of such course.
- e. All Junior Golfers may be required to complete a Golf Development Course if, in the opinion of the Director of Golf, they have not demonstrated enough knowledge of the Rules of Golf or Rules of Etiquette.
- f. Junior Golfers that do not have a driver's license are permitted to play golf while walking on the golf course. They are permitted to use carry bags or push/pull carts that must be approved by the Director of Golf after 2:30 PM and off-season at a time to be determined by the Director of Golf or his/her designee.

7. GOLF CARTS

- a. Any Club Golfer requesting the use of Club-owned or Club-provided golf cart must first register with the Golf Shop for permission to use such golf cart.
- b. Club-owned or Club-provided golf carts may only be used to play golf or practice on the Golf Course Facilities, and only when such facilities are open for use.
- c. The Club may require that all golf carts remain on cart paths only or that any traffic off the cart paths is to be restricted through the implementation of a "90-degree" policy, to facilitate the growing of the golf course turf and/or based on course and weather conditions. "90-Degree" rule is in effect until stated otherwise. Golfers will be informed of this policy prior to beginning play.
- d. Golf carts must remain on golf cart paths at all times on Par 3 holes.
- e. Each operator of a golf cart must have a valid government issued driver's license.
- f. Unless authorized as hereinafter provided, only two (2) riders and two (2) sets of golf clubs are permitted per golf cart while being used in conjunction with the playing of golf. Only golf carts configured to seat a maximum of two (2) people are permitted on the Golf Course. The Golf Staff may authorize a golf cart operator to ride with up to two (2) children in a golf cart.
- g. When parked on a golf cart path, all four (4) tires of the golf cart must be on the golf cart path.
- h. Except when driven on golf cart paths, golf carts should not be driven within thirty (30) feet of a green, a tee, or any greenside bunker.
- i. Golf carts should not be driven in any hazard.

- j. Care should be taken to avoid soft areas on fairways, especially after rain. Instead, in such conditions, golf carts should be driven on the cart paths whenever possible.
- k. Privately-owned golf carts may be used on the Golf Course and Golf Practice Areas provided the golf cart has been registered by the Member thereof and such cart has been approved by the Club in accordance with the requirements set forth in these Rules.
- l. The Club may deny approving a privately-owned golf cart for use on the Golf Course and Golf Practice Areas if such golf cart: does not meet the design criteria set forth in these Rules; is more than five (5) years old when acquired; is not equipped with working headlights and horn; is not an E-Z Go or Club Car; or if, in the opinion of the Director of Golf, is not in good working order. Custom built or designer golf carts will not be approved. The five (5) year limitation may be waived when considering the registration and approval of a privately-owned golf cart if that golf cart had previously been approved by the Club, provided the golf cart meets all other Club standards in effect at the time of such registration.
- m. All privately-owned golf carts shall comply with the following aesthetic design criteria: the body must be white or light beige; the seat must be light beige or some other subtle earth tone. Any other color or design regarding seats or cart additions (other than that which is standard) must have prior approval from the Director of Golf. Any member's previously registered carts with a current club decal will be grandfathered.
- n. The Club has no responsibility to provide for the storage, service/maintenance or repair of privately-owned golf carts.
- o. The maintenance of privately-owned golf carts must be upheld at all times. Any cart that is not properly maintained can be restricted for access to the golf course at the discretion of the Director of Golf.
- p. Members with privately-owned golf carts must provide the Club on or before January 1 of each year with a certificate of insurance for a minimum of \$300,000 per person/per incident of personal liability coverage with an insurance company satisfactory to the Club naming the Club and the HOA as additional named insureds. The insurance must expressly extend coverage to golf cart operation, with all drivers holding a current driver's license. The limit of \$100,000/\$300,000 does satisfy the requirement if there is an umbrella policy in excess of such amounts.
- q. The Club shall issue a decal to all properly registered and approved privately-owned golf carts. Prior to issuing the decal, all carts must be inspected each year by the Director of Golf or his/her designee to be sure it still conforms to the Club's standards and is in good working order. The decal should be prominently displayed on the front of the golf cart. Privately-owned golf carts without a valid decal will not be allowed access to the Golf Course or Golf Practice Areas.
- r. When a privately-owned golf cart is no longer used in the private golf cart program at the Club, all trail fee decals must be removed.
- s. Pedestrians always have the right of way with respect to the use of golf carts.
- t. No more than two (2) golf carts may be used per group, unless additional special circumstances exist that may be approved by the Director of Golf.

8. MEDICAL FLAG

- a. Golfers with a disability which restricts their mobility may request that their golf cart be designated as a “Medical Flag” golf cart. Such designated golf carts may be parked no closer than thirty (30) feet from any green and must be parked on the cart path side of the green.
- b. Golfers who desire “Medical Flag” golf cart privileges must request approval in advance from the Director of Golf. In determining whether to approve such request, and whether such approval shall thereafter remain in effect, the applicant must provide a current written statement from their licensed health care provider or proof of a current motor vehicle disability card or some other proof satisfactory to the Director of Golf.
- c. Golfers who are approved for the use of a “Medical Flag” golf cart shall prominently display a flag provided by the Club on their golf cart to evidence such designation. A “Medical Flag” golf cart shall:
 1. Not be driven or parked any nearer than thirty (30) feet from any green or greenside bunker except for par 3 holes where all carts must remain on the cart path.
 2. Not be driven between a green and greenside bunker.
 3. When play has been restricted to “Cart Path Only,” all carts, including those with medical flags, must always remain on the cart paths with all four (4) wheels on the cart path.
 4. Observe “no carts” and all other signage. Golfers not adhering to the above restrictions may have their “Medical Flag” status revoked by the Director of Golf or General Manager.
 5. Observe “no carts” signs and all other signage unless “no carts” signs are further than thirty (30) feet, in which case medical flag carts that are driven past “no carts” sign must return to the cart path by driving back and around “no carts” sign.

9. CELL PHONE

- a. Cell phones should be placed on silent/vibrate mode while on the Golf Course. Cell phone use is not permitted in the Golf Shop or at the practice facilities. If a call is necessary, please be sure you are not disturbing other golfers or slowing up play.

10. SMOKING

- a. Smoking and vaping are not permitted in the golf cart staging area or practice facilities.

11. VIOLATION OF GOLF RULES

- a. Violation of the golf rules may result in suspension of all golf privileges including the use of the practice facilities, by the Director of Golf. The Director of Golf may refer the matter to the Grievance Committee which may result in suspension from all Club activities and Club facilities.
- b. Penalties
 1. The first offense will result in a warning by the Director of Golf with a mandatory informational meeting with a Golf Professional that must take place before the golfer gains access to play golf or use the practice facilities.
 2. The second offense will result in a two (2) week suspension by the Director of Golf from all Golf activities and facilities including the Practice facility.
 3. The third offense will result in a Grievance.

VI. TENNIS

1. RESERVATIONS

- a. Court reservations may be made up to seven (7) days in advance through the Tennis Shop or online. Club Tennis Players are restricted to one reservation in advance per day. Court reservations shall be held for no more than ten (10) minutes past the scheduled start time, at which time the court can be released for play.
- b. A Club Tennis Player can sign up to play for up to one (1) hour for singles or one and one-half (1½) hours for doubles. The Director of Tennis may restrict sign-up for singles play during certain peak periods.
- c. Open tennis, round robins, social tennis events, Club tournaments and group clinics will be offered from time-to-time, at the direction of the Director of Tennis. Unless otherwise designated (as to level of play, gender, age, etc.), such events will be offered to all Club Tennis Players, on a sign-up basis priority in the Tennis Shop or online. The Director of Tennis will be the final determinant of stipulated eligibility for those events where level of play or age is a determinant for eligibility or participation. Club Tennis Players not signed up at least twenty-four (24) hours before the scheduled commencement of such event may not be eligible to participate in such event.
- d. Tennis courts are restricted to tennis related activities only. All players, including guests, must register in the Tennis Shop, when it is open, before starting to play. If you are unable to keep your appointed court time, please notify the Tennis Shop at least twenty-four (24) hours in advance.
- e. Once a Member is off the court, the Club Tennis Player may sign up for the next available court time.
- f. Tennis lesson reservations may be made at any time provided the requested Tennis Professional is available.
- g. Cancellation of lessons must be made twenty-four (24) hours in advance; otherwise, the member is subject to the charge of the lesson that was booked.
- h. All CLUB TENNIS PLAYERS MUST REGISTER IN THE TENNIS SHOP BEFORE STARTING PLAY. If you are unable to keep your appointed court time, please notify the Tennis Shop at least 24 hours in advance.

2. ATTIRE

- a. Proper Tennis attire, as determined by the professional staff, is always required, which will include any tennis apparel accepted by major tournaments.
- b. Colors are permitted; however, cut-offs, Bermuda shorts, swimsuits, sports bras and ball panties by themselves, slacks, denim, and men's tank tops are not permitted.
- c. Regulation tennis shoes are required.

3. SAFETY AND COURTESY

- a. Access and use of the Tennis Courts and facilities shall always be subject to the control of the professional staff, who shall determine the suitability of the tennis courts for play. Courts may be closed as determined by the Director of Tennis, for maintenance or when dictated by safety considerations or adverse weather conditions.
- b. Members must leave the tennis courts when the ThorGuard Lightning Prediction System becomes active and move to a safe location. Only when the system sounds the "all clear" signal (currently

one 15 second horn blast), may players resume play.

- c. Proper tennis etiquette shall always be observed. Excessive noise, racquet throwing, or profanity will not be permitted. The use of cellular phones and other electronic communication devices is to be restricted to emergencies only.

4. MISCELLANEOUS

- a. Hand towels are available for the convenience of players. They may be obtained from the Tennis Shop or designated areas and must be returned to the proper receptacle after play.
- b. The ball machine is available for a rental fee by contacting the Tennis Shop or reserving online up to forty-eight (48) hours in advance.
- c. The professional staff is authorized to implement temporary rules as may be necessary, including during peak periods of play, tournaments, and special events. Scheduled Club events have court priority.
- d. Only Mizner Tennis Teaching Professionals are to provide tennis lessons to Club Users. Members are prohibited from bringing outside professionals for instructional purposes. The General Manager, or designee, may from time to time further restrict or accommodate additional guest usage of the courts.

VII. DINING ROOM AND CLUB ACTIVITIES

1. FOOD AND BEVERAGE MINIMUMS

- a. The current annual food and beverage minimum policies are attached hereto as Schedule 4.

2. DINING ROOM AND EVENT RESERVATIONS

- a. Members are asked to assist in maintaining quality service levels for regular dining by making or canceling reservations before 2:00 PM. on the day before the date of the reservation. On *a la carte* nights, Members are asked to make or cancel reservations for a party of eight (8) or more with a seventy-two (72) hours' notice. Tables will be assigned on a first reserved, first choice basis by the Food and Beverage Staff. Reservations for special tables will not be accepted. Members with reservations must be seated when requested by the Food and Beverage Staff or the reservation will be relinquished. Reservations for dining will be held for fifteen (15) minutes after the reserved time, thereafter the reservation will be relinquished, and a new reservation time will be assigned by the Food and Beverage Staff.
- b. Reservations for Club sponsored social events, including seating assignments when applicable, may be made by Members no more than six (6) weeks prior to the date of an event, on a "first to come-first to be served" basis. Reservations which include one or more Guests, however, may not be made more than two (2) weeks prior to the date of an event. If an event is fully reserved, a waiting list will be maintained. Those parties on the waiting list which do not include Guests will be given priority over those parties on a waiting list which do include Guests. A surcharge may be imposed for each Guest for Club- sponsored social events in an amount to be determined by the General Manager.
- c. The failure to cancel a Club-sponsored social event reservation will result in a per person cancellation fee equal to one hundred (100%) percent of the event fee. The failure to cancel a reservation at least forty-eight (48) hours in advance will result in a per person cancellation fee equal to fifty percent (50%) percent of the social event fee. The failure to cancel a reservation at least seventy-two (72) hours in advance to a major Club social event, such as the Season Kick-off event, New Year's Eve, Summer Kick-off, or Major Holiday and Seafood events, however, will result in a per person cancellation fee equal to one hundred (100%) percent of the event fee. The General Manager may impose a cancellation fee of one hundred (100%) percent of the social event fee to Members where such failure to cancel occurs on more than one occasion and without sufficient cause. Notwithstanding the foregoing, all "no show" fees shall be determined by Club management from time to time.
- d. The General Manager shall have the authority to designate certain nights as "Member Only" or limit the number of Guests permitted at an event.
- e. Wine corkage fees shall be determined by Club management from time to time, other than for members of the Club's "wine society".

3. CATERED EVENTS

- a. Reservations for Catered Events shall be made at least three (3) weeks in advance. A non-refundable deposit may be required for a banquet reservation.
- b. Members who sponsor Catered Events shall be responsible for any damages incurred in conjunction with the function. Members are also responsible for the installation and removal of all-party décor.
- c. No vendors or entertainers will be permitted on Club property without permission of the General Manager. All vendors are required to provide insurance coverage naming Mizner Country Club, Inc. as an additional insured.

VIII. Children

1. CHILDREN UNDER TWELVE (12) YEARS OF AGE MUST BE SUPERVISED BY AN ADULT WHILE AT ALL CLUB FACILITIES. This includes, but is not limited to, the One Mile Bar and Grille, Craft and the Main Dining Room, except on Friday nights when children under sixteen (16) years of age must be accompanied by an adult eighteen (18) years of age or older in the Main Dining Room.
2. Children under eighteen (18) years of age are not permitted to be seated at any bar.
3. Children under fifteen (15) years of age are not permitted in the men's and women's locker rooms unless supervised by an adult.
4. Children under thirteen (13) years of age are not permitted to use the Fitness Area unless supervised by a member of the Fitness Staff or otherwise certified by the Fitness Staff.
5. Children under eighteen (18) years of age are not permitted to play cards in the Card Rooms or elsewhere on the Club Facilities.
6. Children under eighteen (18) years of age shall not be permitted to enter or remain in or upon any Club Facilities before or after the prescribed Hours of Operation.
7. Children under sixteen (16) years of age may not use the spa facilities at any time. Spa guests sixteen to seventeen (16-17) years of age are permitted in the spa only when receiving spa treatments. Spa guests sixteen to seventeen (16-17) years of age must have permission from their parent or guardian and a consent form submitted.
8. Children must be at least six (6) months of age for childcare services at Kids Central.
9. Children must be toilet trained to use the Mizner Kids Facility.
10. In the Children's Splash Zone area of the pool, no adults are permitted other than if supervising children, and all children twelve (12) years of age and under require adult supervision.

IX. LOCKER ROOMS

1. The men's locker room is reserved for the use of men and the women's locker room is reserved for the use of women.
2. Lockers are provided for rental on an annual first-come-first-served basis. Rental fees shall be payable in advance on November 1st of each year at the fee established by the Club. No refunds on locker rentals will be made.
3. The Club is not responsible for any articles placed in the lockers or left in the locker rooms.
4. Clothing or other personal affects left out in locker rooms overnight will be collected and put in a storage room and if not reclaimed within thirty (30) days may be disposed of by the General Manager.
5. Members shall strive to keep the locker rooms clean and orderly.

X. CARD ROOMS

1. The Men's Card Room is reserved for use by men and the Ladies' Card Room is reserved for use by women, unless authorized by the General Manager.
2. Card tables may not be reserved.
3. No gambling activities which are in violation of Florida law shall be conducted.
4. Food Service is permitted in the Men's Card Room only with the approval of Club management.
5. A Sponsoring Member must sign-in all Guests utilizing either the Men's or the Ladies' Card Areas prior to card play. A Sponsoring Member who fails to sign-in their Guest(s) will be fined \$25 for the first violation, \$50 for the second violation, and subject to a grievance for the third and subsequent violations.
6. The Men's and Ladies' Card Areas are the only designated card and mahjong playing areas at the Club. The General Manager may designate other areas of the Club for card and mahjong playing from time-to-time.
7. Guest Fee \$15 per visit in Season and Off Season during the Daytime (defined as 9 a.m. through 4 p.m.) is applicable to both Men's and Ladies' Card Room.

Ladies Card Room Rules

IN SEASON – October 1st to May 15th

1. For Daytime play, you may sponsor up to 8 guests a month. You may have no more than 4 guests on the same day.
2. No guests on Monday and Wednesday for Daytime play.
3. For Daytime play, you may sponsor the same guest no more than once per week and any individual guest may come only two times a month regardless of which member is bringing the guest.
4. May have unlimited guests for all nighttime or Sunday Daytime play. No limitations on how many times the same individual guest can play in the evening.
5. Card play, Mah Jongg or other game play is LIMITED TO THE LADIES CARD ROOM ONLY unless otherwise determined by the General Manager.
6. Food other than what is served in the Ladies Card Room is prohibited. Snacks available in the card room must be consumed in the card room.
7. A guest must be registered at the front desk the day before they will be in attendance. A pass will be issued which must be turned in to the attendant on duty. The details of the registration policy are to be determined and finalized by Club management from time to time.

OFF SEASON - May 16th to September 30th

1. For Daytime play, you may sponsor up to 8 guests a month. You may have no more than 4 guests on the same day.
2. Monday and Wednesday may have up to 3 guests for Daytime play.
3. For Daytime play, you may sponsor the same guest no more than once per week and any individual guest may come only four times a month regardless of which member is bringing the guest.
4. May have unlimited guests for all nighttime or Sunday Daytime play. No limitations on how many times the same individual guest can play in the evening.
5. Card play, Mah Jongg or other game play is LIMITED TO THE LADIES CARD ROOM ONLY.
6. Food other than what is served in the Ladies Card Room is prohibited. Snacks available in the card room must be consumed in the card room.
7. A guest must be registered at the front desk the day before they will be in attendance. A pass will be issued which must be turned in to the attendant on duty. The details of the registration policy are to be determined and finalized by Club management from time to time. The details of the registration policy are to be determined and finalized by Club management from time to time.

AT ANY TIME:

1. Guests must have passes.
2. Tables cannot be reserved.
3. Automatic card shufflers must be used in kitchen area.
4. All electronic devices must be silenced.
5. Members are responsible for their guests adhering to club policies.

Any member who is in violation of the rules may be subject to a suspension from the Ladies Card Room.

Please understand that these rules are subject to change should the card room become overcrowded.

XI. POOL AREA RULES

1. Club Users use of the pool is at their own risk.
2. No diving permitted in any of the pools.
3. Children not toilet trained must wear a swim diaper or other containment suit.
4. Glass or animals, other than registered service animals, are not permitted in the pool areas.
5. Food or beverages are not permitted in the pool or on the pool wet deck.
6. Use of the pool must not interfere with lap swimmers. This includes standing or playing in a designated lap lane.
7. Pool furniture must be covered with a towel.
8. Reserving chairs for persons absent from the pool area is not permitted.
9. Hard sports balls, horse playing, or other noisy activities are not permitted in the pool area.
10. Soft flotation devices and small pool toys are permitted in the pool area, if you are not disturbing other Club Users' enjoyment of the pool.
11. The use of the pool is prohibited if you are ill or suffer from skin disorders or open wounds.
12. Club Users using the pool area must properly dispose of trash and return towels when exiting the pool area.
13. A fee for pool towels will be charged to Members who do not return their towels.
14. Maximum water temperature for the hot tub is 104 degrees F.
15. Pool hours of operation are 6:00 a.m. to sundown.

XII. FITNESS CENTER RULES

1. Fitness facilities are for the use of Mizner Country Club members and their guests. House Guests are required to present a valid guest card to be presented upon arrival.
2. All Club Users are required to check in prior to each use of the facilities.
3. Club Users may not bring in their own Personal Trainer, Physical Therapist or coach. Should a disabled member, as determined pursuant to the Americans with Disabilities Act (ADA), have needs that are not able to be met by the staff available in the Fitness Center, the Member shall request an exception to this policy to the General Manager.
4. All Club Users must be properly attired, including always wearing a shirt. Cut-offs, jeans and swimwear are not permitted. In addition, for reasons of safety: shoes without non-skid soles, open toed shoes and shoes without a heel cup are also not permitted in the Fitness Center.
5. It is the responsibility of each Club User to obtain instruction from a fitness instructor on how to use the equipment prior to using such equipment. Equipment is only to be used in accordance with such instructions.
6. There will be a (30) minute limit on fitness equipment usage if other users are waiting.
7. Clothing and personal possessions may be stored in the men's or ladies' locker rooms or the cubbies provided in the Fitness Center. The Club is not responsible for items left in lockers or cubbies.
8. Horseplay, profanity, disruptive conduct and indiscreet behavior are prohibited as determined at the sole discretion of management.
9. The audio on all electronic devices should be maintained at a level so as not to disturb other users as determined at the sole discretion of management.
10. Equipment should be wiped down by the user upon completion of exercise.
11. Do not leave cups or trash on equipment.
12. Towels are available for the convenience of those who are exercising in any part of the Fitness Center and must be returned before leaving. A fee for hand towels and bath towels will be charged to Club Users who do not return their towels.
13. The group fitness room and group aerobics studio may not be used by those not participating in a class when classes are in session.
14. The group cycle studio may be used by members and their guests when no class is in session upon registering with the attendant on duty.
15. The Pilates studio may only be used by Members and their guests under the instruction of a certified Pilates instructor provided by the Club.
16. No shoes or sneakers are allowed in the Pilates Studio. Members and their guests must wear Pilates socks.
17. As a courtesy to other members and staff, please notify us of any cancellations or change of appointments (Personal training or Private Pilates) at least 12 hours in advance, or the full-service charge will be applied.
18. Children ages 11 and 12 must be accompanied by an adult to use the Fitness Center facility.
19. Children ages 13 and over are permitted to work out on their own provided they receive a youth certification from the Fitness Center facility.

XIII. SPA RULES AND REGULATIONS

1. For the enjoyment of spa guests, voice levels must be kept low.
2. Cell phone and cameras are not allowed in the Spa.
3. Spa robes are provided for spa services. When unsure of proper clothing expectations for a treatment, please inquire with the desk attendant.
4. Spa facilities are for the use of Mizner Country Club members and their guests. A valid membership or guest card is required to be presented upon request.

a. Service Charges

We are dedicated to making each visit with us an exceptional experience. An 18% gratuity will be added to all spa services. Offers of cash or any type of gratuity to any employee or contractors of the Club for services rendered are prohibited. Any employee accepting a tip or gratuity will be subject to disciplinary action. Notwithstanding the foregoing, cash gratuities for spa services are permitted.

b. Health/Pregnancy

Persons with heart conditions, high blood pressure, heat sensitivity or those who are pregnant may not be allowed to receive select spa treatments. Pregnancy: If you are in your first trimester, we are unable to offer massage treatments, reflexology, or any type of foot massage. If you are in your second or third trimester, you can receive any of our spa treatments.

c. Spa Reservations

All Spa treatments must be booked through the Fitness desk attendant or through the Mizner Club mobile App.

d. Release of Liability for Spa Treatments

All Spa professionals are licensed by the State of Florida. Prior to the receipt of any spa treatment, a member and his or her guests will be required to sign a release of liability form agreeing to hold the Club and Directors, employees, representatives and agents harmless from any and all injuries sustained from use of the Spa.

e. Arriving for your Treatment

Please arrive 15 minutes before your scheduled time. This will allow you to get checked in with ample time to enjoy the quiet rooms before your treatment.

f. Cancellation Policy

As a courtesy to other members and staff, please notify us of any cancellations or charge of appointments at least 24 hours in advance, or the full-service charge will be applied.

g. Day Lockers

Members are permitted to store personal items in the day lockers as part of their treatment. Day lockers must be emptied out every night. The Club is not responsible for items left in lockers.

XIV. Kids Central Rules and Regulations

1. All parents are required to sign a Registration form, a Waiver of Liability and an Authorization form.
2. Parents must confirm with a Mizner Kids Attendant if someone else other than the child's parents will be picking up the child.
3. No property of Mizner Country Club is to be removed from the premises. Club Members and guests are financially responsible for loss or damage to property.
4. All members and guests are required to adhere to the Rules and Regulations of the Club. The General Manager or his/her designee has the authority to restrict or suspend privileges for any and all violations of the rules and regulations.
5. Food and drinks are not permitted around any electronics at Kids Zone.
6. In order to maintain a safe and enjoyable environment for all children present, violent, inappropriate or disruptive behavior will not be tolerated. This includes, but is not limited to hitting, biting, throwing of objects, bullying of any kind, disturbing others and/or inappropriate language. If children violate these rules, the responsible member will be contacted immediately to remove the child from Kids Zone.
7. We are a limited drop off care facility, which allows members to use Mizner Kids for temporary care of their children/grandchildren/guests' children. Due to space constraints, we ask that members refrain from staying in the facility with their children. After check-in, we encourage members to immediately begin using one of the Club's amenities. Time allotted begins when your child enters Mizner Kids.
8. Members' children, grandchildren, or guests may use our facility while members and their guests utilize one of the Club's amenities, such as golf, tennis, fitness, dining, pool, or other services. Legal and insurance requirements dictate that members must remain on Club property while their children/grandchildren/guests are cared for at Mizner Kids. Private homes are not considered Club property.
9. All games, toys, CDs, DVDs, etc. are the property of Mizner Country Club and are not to be removed from the premises. Club Members or guests are responsible for loss or damage to property and shall be held financially responsible for the cost of repair or replacement.
10. Members, children, and their guests are required to adhere to the Rules and Regulations at all times. The General Manager or a designated representative has the right to restrict or suspend privileges for violating these rules.
11. The Club is not responsible for any personal property left or damaged on premises.
12. The Toddler Room is under 24-hour video surveillance.
13. Children must be toilet trained to use the Mizner Kids Facility.

Members

We provide two hours of complimentary childcare service per child. Each additional hour will be charged in accordance with the fee schedule (available upon request).

Grandchildren and Guest of Members

Member's account will be charged for all grandchildren and guests of members in accordance with the fee schedule (available upon request).

Friday and Saturday Night Babysitting

Available at a charge in accordance with the fee schedule (available upon request).

Illness Policy

If a child shows the following signs of illness, parents may not bring the child to Mizner Kids. If these symptoms become apparent while a child is in the facility, parents will be contacted to remove the child immediately:

1. A fever over 99.0F
2. Vomiting/Stomach flu
3. Diarrhea
4. Any type of rash, bumps, or red spots
5. Green, yellow, or brown discharge from the nose, mouth, or eyes
6. Periods of uncontrollable coughing with or without congestion

Parents are asked to keep their child at home until these symptoms are no longer present.

Please remember that these policies are set in place to maintain a safe and healthy environment for all the children, families, and staff of Mizner Kids.

XV. Arcade Lounge

1. All parents are required to sign a Registration form, a Waiver of Liability and an Authorization form before a child can use the arcade.
2. Children ages 11 and under must be accompanied by a parent, guardian, or a person 12 years and up, to use the Arcade Lounge with the exception of the hours designated for Middle School- aged Kids and up.
3. No property of Mizner Country Club is to be removed from the premises. Club Members and guests are financially responsible for loss or damage to property.
4. The General Manager or his/her designee has the authority to restrict or suspend privileges for any and all violations of the rules and regulations.
5. The Club is not responsible for any personal property loss or damage.
6. Food and drinks are not permitted in the Arcade Lounge.
7. In order to maintain a safe and enjoyable environment for all members and Guests present, violent, inappropriate or disruptive behavior will not be tolerated. This includes, but is not limited to hitting, biting, throwing of objects, bullying of any kind, disturbing others and/or inappropriate language. If children violate these rules, the responsible member will be contacted immediately to remove the child from the Arcade Lounge.
8. The use of the equipment in the Arcade Lounge is at the user's own risk.

XVI. STAFF RELATED MATTERS

1. No Club User shall request any member of the Staff to perform any services for them at the Club Facilities other than those services for which they have been employed to perform on their behalf by the Club, or at their Residences, unless approved in advance by the General Manager.
2. No Club User shall attempt to engage in a personal relationship with a Club employee.
3. Club Users shall not bring or invite any current or former Club employee or independent contractor to the Club, whether as a Guest or otherwise, without the prior approval of the General Manager.
4. The Club Staff and independent contractors retained by the Club, are to be treated with respect and are not to be treated in an abusive manner. All employees of the Club are under the supervision of the General Manager. No Club User shall reprimand or discipline any Club employee or independent contractor retained by the Club. Any Club User who believes an employee or independent contractor retained by the Club has not rendered courteous and prompt service should report that event to the General Manager immediately. All such reports will be given prompt attention. A Grievance will be filed against the member if their behavior warrants it.

XVII. LOSS OR DESTRUCTION OF PROPERTY; INSTANCES OF PERSONAL INJURY

1. The Club shall not be responsible for any claim of damages resulting from the loss or damage to a Club User's personal property.
2. No Club property shall be removed or relocated in any Club Facilities by a User (other than the temporary relocation of tables or seating in the card room or dining rooms with the assistance of Staff when necessary).
3. A Club User may be held responsible by the Club for any loss or damage to person or property occurring on the Club Facilities in the event and to the extent that the Club, in its reasonable judgment, determines that such loss or damage was attributable in whole or in part to the wilful or negligent acts or omissions of such Club User and/or his or her invitees. In the event of such determination, after no less than thirty (30) days' notice to the Club User, the damages attributable to the Club User and/or his or her invitees may be charged to the Club User's Club account whereupon it shall be immediately due and payable and the Club User charged same shall indemnify and hold harmless the Club and its directors, officers, employees and agents from any claims made against them in connection with such wilful or negligent act or omission.
4. All Club Users and all other persons who, in any manner, make use of any Club Facilities or any golf, tennis, swimming pool, fitness or other equipment or improvements offered by the Club, or who engage in any event or activity offered by the Club, either on or off the Club Facilities, shall do so at their own risk. Such persons hereby release and forever discharge the Club and its directors, officers, employees and agents from any and all claims and demands whatsoever arising from or in connection with such use or participation, including any claims both in law and in equity.

SCHEDULE 1
HOURS OF OPERATION
CLUBHOUSE

**Note: For a current list of
all hours of operation at
the Club, please see the
Club's website.**

SCHEDULE 2

DRESS CODE POLICIES

1. GENERAL

All Club Users shall dress in a fashion befitting the surroundings and atmosphere of the Club and shall adhere to all applicable Dress Code Policies*. Sponsoring Members are responsible for informing their Guest(s) of the Dress Code Policies prior to their arrival at the Club Facilities as they will not be permitted to access the Club Facilities if they are not dressed in accordance with the Dress Code Policies. Dress Code Policies are published on the Club's website and are available at the Club's administrative offices and are set forth below:

A. CLUB COMMON AREAS AND CARD ROOMS

Unacceptable Attire

General

Clothing and headwear with offensive language or offensive graphics, clothes with holes that are inappropriately revealing, undergarment clothes alone, work-out outfits, midriff bearing tops, swimwear and cover-ups, sleeveless (men's) shirts, bike shorts, visibly sweaty and unsightly workout clothes or being shoeless, or medical scrubs.

Golf shoes with removable spikes in the upstairs Clubhouse to include the stairwell.

Men

Tank tops for men and headwear. Un-tucked wrinkled golf shirts, beach flip-flops, sliders, open toed shoes or sandals in the Dining Room and informal tee-shirts with graphics or images in the evenings.

Women

Revealing shirts, shorts or skirts for women, and beach flip flops or sliders in the evenings.

B. MAIN DINING ROOM (Note: Club management can make changes in dress code for particular events)

Lunch Service

Unacceptable Attire:

- Clothes with holes that are inappropriately revealing
- T-shirts with offensive graphic designs
- Men- tank tops and hats
- Women- short shorts
- Bike shorts
- Clothes that are visibly sweaty and unsightly
- Medical scrubs
- Swimwear and cover-ups
- Golf shoes with spikes

Dinner Service

Unacceptable Attire:

- Cut-off clothing with frayed ends and/or holes
- T-shirts
- Men- sleeveless tank tops, hats, shorts, sandals, flip flops and slides
- Women- short shorts
- Bike shorts
- Clothes that are visibly sweaty and unsightly
- Medical scrubs
- Swimwear and cover-ups
- Golf shoes with spikes

C. ONE MILE BAR & GRILLE

Lunch Service

Unacceptable Attire:

- Cut-off clothing and denim with frayed ends and/or holes
- T-shirts
- Men- tank tops, hats
- Women- short shorts
- Bike shorts
- Clothes that are visibly sweaty and unsightly
- Medical scrubs
- Swimwear and cover-ups

Dinner Service

Unacceptable Attire:

- Clothes with holes that are inappropriately revealing
- T-shirts with offensive graphic designs
- Men- tank tops, hats, shorts, sandals, flip flops and slides
- Women- short shorts
- Bike shorts
- Clothes that are visibly sweaty and unsightly
- Medical scrubs
- Swimwear and cover-ups
- Golf shoes with spikes

**Sports apparel will be permitted from time-to-time during televised sporting events, as determined by the General Manager. Special events, the Dress Code will be specified. Teens are required to adhere to the dress code stated above. On Sunday nights the Main Dining Room dress code for Lunch Service applies.*

D. CRAFT BAR & GRILL

Lunch Service

Unacceptable Attire:

- Clothes with holes that are inappropriately revealing
- T-shirts with offensive graphic designs
- Men- tank tops (outdoor dining seating excluded)
- Women – short shorts that are revealing
- Clothes that are visibly sweaty and unsightly in the dining area
- Medical scrubs
- Wet swimwear (outdoor dining seating excluded)

Dinner Service

Unacceptable Attire:

- Clothes with holes that are inappropriately revealing
- T-shirts with offensive graphic designs
- Men- tank tops, hats, sandals, flip flops and slides (Note: Men's shorts are permitted)
- Women- short shorts that are revealing
- Bike shorts
- Clothes that are visibly sweaty and unsightly
- Medical scrubs
- Swimwear and cover-ups
- Golf shoes with spikes

E. GOLF

Unacceptable Attire:

General

Tee shirts, clothing and headwear with offensive language or offensive graphics, tank tops, fishnet tops, athletic shirts/shorts/sweats, torn, frayed or cut-off clothing, undergarment clothes alone, midriff bearing tops, swimwear and cover-ups, jeans, cargo pants or cargo shorts, footwear other than rubber spike golf shoes and rubber sole shoes.

Men

Headwear worn without the bill in front and shirts that are not tucked in.

Women

Sports bras, halter tops and revealing shirts, shorts or skirts.

F. TENNIS

Unacceptable Attire:

General

Clothing and headwear with offensive language or offensive graphics, tank tops, fishnet tops, torn, frayed or cut-off clothing, undergarment clothes alone, midriff bearing tops, swimwear and cover-ups, jeans, cargo pants, footwear other than athletic footwear.

Women

Sports bras and ball shorts alone and revealing shirts, shorts or skirts.

G. FITNESS/GROUP EXERCISE

Unacceptable Attire:

General

Clothing and headwear with offensive language or offensive graphics, fishnet tops, cut-off clothing, clothes with holes, undergarment clothes alone, midriff bearing tops, swimwear and cover-ups, jeans, cargo pants and footwear other than athletic footwear under the discretion of the Director of Fitness.

Women

Sports bras alone and revealing shirts, shorts or skirts.

H. SWIMMING POOL

Unacceptable Attire:

General

Clothing and headwear with offensive language or offensive graphics, cut-off clothing, clothes with holes, undergarment clothes alone and jeans.

Women's

Thongs and a lack of appropriate cover-up as determined by the Fitness Director or his/her designee.

I. MIZNER KIDS

Unacceptable Attire:

General

Clothing and headwear with offensive language or offensive graphics, cut-off clothing, clothes with holes, undergarment clothes alone, wet swimwear, swimwear without appropriate cover-up, bare feet.

SCHEDULE 3

SCHEDULE OF FEES

A. ANNUAL FEES

- Golf Trail Fee
Unlimited Cart Usage
Mandatory for Full (Golf) Equity Members \$1,500
Mandatory for Sports Equity Members \$750
Annual (Golf) Members As determined yearly.
- Golf Bag Storage- Annual Optional
Full (Golf) Equity and Sports Equity Members \$140
Annual (Golf) Members \$200
- Private Locker- Annual Optional \$160
- Handicap Fee - Annual Optional \$25
- Employee Holiday Fund Optional \$175
- Hole-in-One Club \$105

B. HOUSE GUEST FEES

- Weekly Fee Per Family \$50

This fee does not apply to children ages 10 and under. Fitness guest fees and tennis guest fees will be waived for House Guests.

C. GUEST FEES PER USE

- Golf- Combined Green and Cart Fees
Season (November - April)
Regular Guest 18-hole \$95
9-hole \$65
Family Guest* 18-hole \$65
9-hole \$45
Off-Season (May - October)
Regular Guest 18-hole \$55
Family Guest* 18-hole \$55
9-hole \$45
Reciprocal Member \$55
Reciprocal Guest \$85

** Family Guest considered Member's parents, children, and grandchildren.*

- Men's and Ladies' Card Room Guest Fee (Daytime) \$15
- **Tennis Guest Fee** \$15
- **Fitness Guest Fee**
- Daily* \$15
- Weekly* \$25
- Group Class \$15

** The daily and weekly guest passes do not include classes.*

D. MISCELLANEOUS FEES AND CHARGES

- Golf Lessons
- Private 1 Hour \$100
- Private ½ Hour \$50
- Mizner Kids
- Members*:
- First (1st) Child \$12 per hour
- 2 or more children \$20 per hour

**The first two hours are complimentary for Members, with a maximum of four (4) hours per child.
Guest/Grandchild*:*

- First (1st) Child \$14 per hour
- 2 or more children \$24 per hour

**The first two hours are not complimentary for Guests/Grandchildren, with a maximum of four (4) hours per child.*

Friday/Saturday Night Babysitting*:

- Member \$12 per hour
- Guest/Grandchild \$14 per hour

**Friday/Saturday Night Babysitting is by reservation only.*

- **Tennis Lessons**
- Director of Tennis
- Private 1 Hour \$80
- Private ½ Hour \$45
- Semiprivate 1 Hour \$45 per player
- 3 and a Pro 1 Hour \$32 per player
- 3 and a Pro 1 ½ Hours \$48 per player
- 4 and a Pro 1 Hour \$27 per player
- 4 and a Pro 1 ½ Hours \$40.50 per player

Assistant Tennis Pro

Private 1 Hour	\$70	
Private ½ Hour	\$40	
Semiprivate 1 Hour	\$40	per player
3 and a Pro 1 Hour	\$27	per player
3 and a Pro 1 ½ Hours	\$40.50	per player
4 and a Pro 1 Hour	\$22.50	per player
4 and a Pro 1 ½ Hours	\$33.75	per player

Open Clinics

1 Hour	\$18	per player
1 ½ Hours	\$27	per player

Junior Clinics - Afterschool Program (Aug thru May)

Pee Wees (ages 4-6)	\$14	per class
Rookies (ages 7-10)	\$18	per class
Advanced Rookies (ages 7-10)	\$27	per class
Advanced Juniors (ages 11+)	\$27	per class

Ball Machine 1 Hour

\$10

Stringing Service Fee

\$10 per racquet

- **Personal Fitness Training – All Personal Trainers**

1 Hour	\$85
¾ Hour	\$65
½ Hour	\$45
Tandem 1 Hour	Varies
Tandem ¾ Hour	Varies
Tandem ½ Hour	Varies

- **Personal Pilates Training**

Pilates - Hour	\$85
Pilates - ¾ Hour	\$65
Pilates - ½ Hour	\$45
Tandem Pilates - 1 Hour	Varies

- **Group Classes**

Pilates Reformer (4 max)	\$20
Barre	\$15
Specialty (i.e., Kickboxing, etc.)	\$15

Cancellation Fee (No show and late cancellation included) \$15 (\$25 for Spin and Pilates)

**A cancellation fee will be charged if not notified 24 in advance.*

- **Massage**

Massage - 80 Minutes

Swedish \$125

Hot Stone \$135

Massage - 50 Minutes

Swedish \$85

Hot Stone \$95

- **Swim**

Swimming Lesson - 25 Minutes \$45

Duet Swim Lesson - 55 minutes \$85 per person

- **Other Services**

Recovery Training - 25 minutes \$25

Body Composition Analysis - 25 minutes \$40

SCHEDULE 4

ANNUAL FOOD AND BEVERAGE MINIMUM POLICY

The annual Food and Beverage Minimum (“Minimum”) of \$2,000 for Equity Members and \$1,000 for Single and Annual Members must be spent within each fiscal year period, November 1st through October 31st. If a Member fails to spend all or part of the Minimum by October 31st, the Member is charged the amount of the unspent Minimum and may not carry-over the Minimum to the next fiscal year period.

The following purchases apply towards reducing the Minimum:

- Liquor, beer, and wine by the glass
- Bottles of wine, sparkling wine, and Champagne while on Club premises or for home use.
- Lunch and dinner food
- Non-alcoholic beverages
- Club events with no extensive entertainment

The following purchases do not apply towards reducing the Minimum:

- Food and beverage events during the holidays
- Member-Guest events
- Mizner To-Go orders for over six (6) entrees
- Catered Functions

Leased Homes

A Tenant’s food and beverage purchases that apply to the Minimum, shall apply to the Member’s Minimum. At the end of the fiscal year, it is the Member’s responsibility to pay for the unspent Minimum. If a Member owns two homes, said Member is responsible for the Minimum on each home. If a Member owns two homes and is renting one of the homes, and the tenant spends less than the Minimum, while the Member spends in excess of the Minimum on the home he/she resides, the Member may apply the amount spent in excess of the Minimum to the shortage of Minimum spent on the rented home and vice versa.