



PALMAS ATHLETIC CLUB

MEMBERSHIP PLAN

PLAN FOR THE OFFERING OF CLUB MEMBERSHIPS

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I. INTRODUCTION

A. Purpose of the Club

This Membership Plan invites you to become a member of the Palmas Athletic Club (**The Club**), the Club will be offering one membership which includes golf, tennis and beach club **which are facilities owned by the Palmas del Mar Athletic Club Inc. (the Corporation)**. The purpose and goal of this club is to have all Palmas del Mar Property Owners property owners and former members of the Palmas del Mar Country Club being members of The Club. All Palmas del Mar property owners in accordance with this membership plan shall have the right to become members of the Corporation.

Members and their families will have the opportunity to take advantage of the many activities offered, such as golf, tennis, fitness, beach, swimming, and social activities.

B. Club Facilities

The "**Club Facilities**" include, or have the potential of including, the following facilities at Palmas Athletic Club.

1. Golf Facilities

- 18-hole championship golf course designed by Rees Jones
- 18-hole championship golf course designed by Gary Player
- Main clubhouse consisting of approximately 40,000 square feet including a covered patio, a golf pro shop, a restaurant/grill, members lounge, card rooms, ladies and gentlemen's locker/lounge area for members only and separate locker facilities for resort guests, bag storage, and a state-of-the-art golf cart storage facility
- Double-ended driving range with 60 stations, target greens, and teaching facilities

2. Beach Club Facilities

- Beach clubhouse that includes ladies and gentlemen's day-use lockers, showers, and changing facilities
- Deck area with covered patios
- Pavilion with indoor dining facility
- Beachside bar and grill
- Parking facilities for cars and golf carts
- Beach volleyball
- Swimming facilities, including:
 - ✓ large adult swimming pool with areas reserved for both waterside lounging and lap swimming
 - ✓ children's wading pool
 - ✓ chaise lounges and umbrellas

3. Tennis Facilities

- Tennis center with 20 tennis courts
- Tennis pro shop
- Ladies and gentlemen's shower facilities
- The Center Court Bar and Grill

4. Fitness Facilities

- Cardiovascular equipment
- Weight training equipment
- Fitness sessions (by appointment), including:
 - ✓ Cardiovascular sessions

- ✓ Pilates sessions
- ✓ Yoga sessions

C. Ownership of the Club Facilities

The Club Facilities are owned and operated by Palmas Athletic Club, Inc. (PAC) hereon referred to as **The Club**.

D. Access to Club Facilities Restricted

The Club Facilities are available for use by members of The Club, their guests, and other persons permitted by The Club from time to time, all as provided in this Membership Plan.

E. Membership Eligibility

Club membership will be available for the following groups:

1. **Palmas Del Mar Property Owners, their offspring who are over 24 years of age and Parents of Palmas Del Mar Property Owners.**
2. **Former members of Palmas Del Mar Country Club, whether active or on hold and their offspring who are over 24 years of age.**
3. **Former Corporate members will each individually be able acquire a membership and their offspring who are over 24 years of age.**

The Club will offer a **Membership** which includes golf, tennis and beach club.

F. Initial Dues Offering

1. No initiation fee.
2. Monthly dues for Membership including Golf, Tennis, and Beach Club will be \$290 per month. All members who join The Club during the first four months of operation from December 1, 2010 up to March 31, 2011, will be considered Founding Members and will pay 80% of the dues or \$232 per month. This discount will apply for the lifetime of their membership. The member will pay 80% of the designated monthly fee established at any time in the future. If the member is a property owner, this discount may be transferred with the property if the member decides to sell his property.
3. One year commitment is required for membership.
4. **Member must provide a credit card or bank account where dues will be billed monthly at the beginning of the month. The payment of two months in advance and the current month is required at signing of membership agreement; said advanced payment will be applied to the last two months of the membership.**

G. How to Apply for Membership

Persons or entities who desire to apply for a membership in The Club must comply with the following requirements:

- Complete and sign the Application for Membership; and
- Mail or deliver the completed and signed **Application for Membership** and the amount of the required payment as set forth in the **Application for Membership**, if required, to 1 Country Club Drive, Palmas del Mar, Humacao, Puerto Rico 00791.

H. Representations on Information in This Membership Plan

No person has been authorized to give any information or make any representation or agreement not contained in this membership plan and its exhibits, including the General Club Rules, and if given or made, such information or representation or agreement must not be relied upon as having been authorized by The Club.

Memberships in The Club are offered Only for Recreational Purposes. Memberships in The Club are being offered exclusively for the purpose of permitting persons to obtain a membership and recreational use of The Club Facilities. Memberships should not be considered as an investment and no person obtaining a membership should expect to derive any economic profits from membership in The Club.

No Federal, State or Commonwealth authority has passed upon or endorsed the merits of this membership plan.

II. GENERAL DESCRIPTION OF THE MEMBERSHIP PLAN

The Club proposes to implement this Plan for the Offering of Club Memberships and the General Club Rules (collectively referred to as the "**Membership Plan**"), pursuant to which the right to use The Club Facilities will be available to members of The Club, guests of members, resort guests and other persons permitted by The Club from time to time, all as herein provided.

A. General Membership Considerations

1. Categories of Club Membership

Only one Membership will be available which includes Golf, Tennis, and Beach Club.

2. Number of Club Memberships in the Club

The goal of The Club is to have 2,000 members, primarily from property owners and former Palmas Del Mar Country Club Members. If the number of members is not reached during the first six months of operation, The Club, at its sole discretion, may open membership to the general public with a "call back" option to make room for property owners, if required.

Call back defined:

In the event that the Club understands that it needs to open more memberships for Palmas Del Mar property owners, but there are 2000 active memberships issued, the Club at its sole discretion may deny the renewal of the membership of non Palmas Del Mar property members on a last in first out basis, thus making room upon the expiration of said non property owners membership for Palmas Del Mar property owners to become members. The Club shall have the right to enact and further define the call back rules and procedure.

3. Member Only and Member Preferred Facilities

Certain facilities may be designated for the exclusive use of **Club Members**, including the Beach Club and Members Locker Rooms, and the Members Lounge in the Main Clubhouse. Resort Guests may also have access to these facilities, if covered by a Reciprocal Access Agreement, or otherwise permitted by The Club.

One of the golf courses may be designated on selected days or dates as a Member-Preferred golf course on a rotating basis. The golf course designated as the Member-Preferred golf course will be available to Club Members on a priority basis prior to 1 p.m. each day. Resort guests may be allowed to play on the designated Member-Preferred golf course prior to 1 p.m. only to the extent that tee times remain available three (3) days prior to the day of play.

Additionally, a certain number of tennis courts may be reserved on selected days or dates for member play only. Resort guests may be allowed to play on those courts only to the extent those courts remain available and not reserved by members three (3) days prior to the day of play.

4. The Club May Add Additional Facilities to the Club Facilities

The Club shall have the right, but not the obligation, to modify, expand or add additional facilities to The Club Facilities at its sole discretion, including additional golf facilities, sports facilities, and Beach Club Facilities.

Neither The Club nor its affiliates shall have any liability whatsoever to the members in the event additional Club Facilities are not constructed. In the event The Club Facilities are expanded, The Club shall have the right to increase the number of memberships available in The Club, establish additional categories of membership, establish the terms and conditions for use of the additional facilities, and increase membership dues.

The Club and/or its affiliates may create additional private clubs within Palmas del Mar. The availability and conditions of membership in any such clubs shall be as determined by The Club and/or its affiliates, at their sole discretion from time to time.

B. ELIGIBILITY FOR MEMBERSHIP

1. General Eligibility Requirements

Club Memberships are being offered to those persons who are eligible as defined on section I. E of this Membership Plan.

2. Transfer of Membership through Sale of Property

A Palmas del Mar Property Owner, who is a Member of the Club, may transfer his membership with the sale of his property as well as said members Founding Member benefit if applicable. A member who owns more than one property in Palmas Del Mar may chose to purchase more than one membership and pay for each membership acquired in order to transfer said membership to his purchaser once the property is sold. A member who owns more than one membership shall only have one vote in matters of the club and the corporation if applicable regardless of the amount of memberships acquired and paid by said member.

3. Membership Subject to Availability

All Palmas del Mar property owners will be entitled to become Club Members, subject to the terms and conditions herein stated, The Club may issue additional memberships at its sole discretion.

C. MEMBERSHIP PRIVILEGES

All membership privileges will be subject to this Membership Plan, as it may be amended from time to time at the sole discretion of The Club. Each membership entitles the member to the following privileges:

- **Membership** - Members will be entitled to use all of the golf, tennis, fitness, beach club, and social facilities of The Club. Members will not be required to pay greens fees for use of the golf facilities or court fees for use of the tennis facilities, but will be required to pay reduced golf cart fees. Members will be entitled to reserve golf starting times and tennis court times nine (9) days in advance.

D. FAMILY PRIVILEGES

Membership entitles the member and the member's immediate family to use The Club Facilities. A member's immediate family will include the member's spouse and their unmarried children under the age of twenty-four (24), living at home or attending school on a full-time basis, and member's grandchildren until the age of eighteen (18).

Membership Privileges are NOT transferable.

E. Members May Have Guests Use the Club Facilities

A member will be entitled to have guests use **The Club Facilities** in accordance with the dispositions herein contained, General Club Rules of The Club and local rules of each part of the Club. Members will, **AT ALL TIMES**, be responsible for the payment of all applicable guest fees and charges incurred. Members will, **AT ALL TIMES**, be responsible for the conduct and deportment of their guests.

1. Use of Membership Privileges by Tenants of a Club Member's Residential Unit in Palmas del Mar

The Club may allow tenants of a Club Member's residential unit in Palmas del Mar the use of The Club Facilities, subject to the terms and conditions established by The Club, at its sole discretion, from time to time, as discussed below. The tenant must submit an **Application for Club Membership** and be approved by The Club, to obtain membership use privileges to use The Club Facilities.

Only tenants of a Club Member's residential unit in Palmas del Mar, who lease the residential unit for more than ninety (90) days may obtain membership privileges in The Club by paying the required tenant designation fee and dues. The period of time that a tenant and his or her spouse may have membership privileges shall not be more than one year, except as approved by The Club.

If the lessor member owns a residential unit and desires membership use privileges for such unit by a tenant, the lessor must obtain a Club Membership for that residential unit.

2. The Member May Use the Club Facilities During the Period the Tenant is the Designated User

During the period when a tenant is designated as the beneficial user of the membership privileges, the lessor member will continue to pay dues and will be permitted to use The Club Facilities with respect to that membership, subject to the rules established by The Club from time to time, except as set forth herein. In the event the tenant acquires membership privileges, the tenant's membership will not count towards any caps on the number of memberships. Members shall be jointly and severally ("solidariamente") liable for all charges incurred by their tenants and for the conduct and actions of each tenant.

F. Membership Initiation Fee for Club Membership

There will be no initiation fee, but The Club reserves the right to create and impose such initiation fees if it deems necessary.

G. Transfer of Club Memberships

1. Resignation

Club Members who desire to resign their memberships must give The Club written notice of their resignation from The Club sixty (60) days prior to such resignation. If member resigns prior to the one-year commitment he shall pay the outstanding balance due for the year, if The Club has to incur in legal representation in order to recover the remaining balance of the year for the resigning member as herein stipulated, said member shall be liable to the Club for the attorneys fees and reasonable costs incurred by The Club to recover said outstanding balance, thus herein expressly authorizing a judicial court to enter judgment in favor of the club which includes the outstanding balance plus the attorney fees incurred by The Club.

2. Moving within Palmas Del Mar

If a Club Member sells his/her residential unit or lot within Palmas del Mar and purchases another residential unit or lot within Palmas del Mar, he/she may continue that Club Membership.

3. Moving from Palmas Del Mar

In the event a Club Member sells his or her residential unit or lot in Palmas del Mar, and does not purchase another residential unit or lot within Palmas del Mar, but desires to retain The Club Membership, said member may keep the membership by continuing to pay The Club dues.

4. Transfer of Membership upon the Death of a Club Member

A Club Membership shall transfer upon death of a member only to the spouse.

5. Legal Separation or Divorce of Married Members

If Club Members who are married or in a sentimental relationship in the nature of marriage, become legally separated or divorced, they may remain members provided they each join The Club individually.

H. Application for Club Membership

1. Review of Application for Club Membership

All applicants for membership will be subject to the approval by The Club. Upon receiving the **Application for Membership**, The Club will determine whether the applicant has satisfied the relevant conditions of membership. If the applicant has satisfied those conditions, the applicant will be notified in writing that the application has been acted upon favorably or not.

I. Dues and Charges

1. Dues, Fees, and Charges Set Prior to Each Membership Year

The Club's membership year will constitute the twelve-month period commencing January 1 and ending on December 31 of each year, unless otherwise established by The Club. Each year The Club

will determine the amount of dues, fees and other charges to be paid by each member of The Club for the next membership year.

2. Dues Increase Limit

Membership dues for Club Members may not be increased over the amount charged in the immediately previous year by more than 10%.

3. Financial Responsibility for Membership

Each member shall be legally and financially responsible for their acts or omissions as well as those acts or omissions of their immediate family and guests.

J. Other Memberships and Use Privileges in the Club

1. Use of Club Facilities by General Public

The General Public may be entitled to use The Club Facilities upon payment of the applicable use fees and charges, as determined by The Club at its sole discretion from time to time, except for those portions of The Club Facilities and during those time periods which are reserved for use by members only.

2. Short-Term Memberships

The Club reserves the right, in its discretion, to issue short-term memberships, and to otherwise provide access to The Club Facilities, except those portions of The Club Facilities and during those time periods which are reserved for use by Club Members only upon such terms and conditions as determined by The Club from time to time in its sole discretion. Short-term memberships will not count against the membership cap.

3. Corporate Memberships

Initially there will be no Corporate Membership. The Club, at its own discretion may, in the future establish a Corporate Membership if it so deems. Former Corporate members of the Palmas del Mar Country Club, and their offspring over the age of 24, may Individually join The Club.

K. Reciprocal Access

The Club may enter into agreements permitting the use of The Club Facilities in exchange for use privileges for Palmas Athletic Club members at other clubs or facilities. The Club and/or its affiliates shall not be liable in any manner whatsoever in the event a reciprocal access agreement is terminated.

L. Club Operations

1. Management, Control, and Operation of the Club Facilities

Members will be entitled to elect a Chairperson for each area of the Club (Tennis, Golf and Beach Club), and six at large members who in turn will be a part of The Club's Board of Directors.

The Club, its agents or assignees will manage and operate The Club Facilities by using sound business practices guided towards the preservation of The Club's assets. The Club is responsible for the administration of The Club Facilities and will have the exclusive authority to accept members, set dues and charges, amend this **Membership Plan** and the **General Club Rules**, and control the management and other affairs of The Club and The Club Facilities.

2. The Club has the Right to Designate Individuals to Use the Club Facilities

The Club and its designees shall have the right to designate persons who may use any or all of The Club Facilities, including the Beach Club, for any purpose and upon such terms and conditions as are determined by The Club, at its sole discretion, from time to time.

The persons designated by The Club shall include, without limitation, persons who are employees of The Club, local dignitaries, persons who are prospective purchasers of memberships and property in Palmas del Mar, including, but not limited to, new property purchasers, resale purchasers, resort guests, and persons who are involved in special events held at The Club, including tournaments. Use of The Club Facilities by members may be restricted or reserved by The Club, at its sole discretion, from time to time.

3. The Club has the Right to Use the Club Facilities for Promotional Purposes

The Club and its designees shall have the right, at any time, to hold promotional and other special events, including tournaments and/or instructional programs at The Club. The Club shall further have the right to promote The Club Facilities and membership program in advertisements and promotional materials by making reference to The Club Facilities and the availability of memberships in The Club.

M. PAC Board OF DIRECTORS

The PAC Board of Director Shall be responsible for the management of the Club, said board shall be composed as follows:

The President of PHA

The Executive Director of PHA

The President of the Tennis Center

The President of the Golf Club

The President of the Beach Club

6 at large Members who shall be Palmas del Mar Property Owners' and Club Members

Each Board member shall have one vote and business shall be conducted according to a majority of votes shall there not be unanimous consensus among the directors. The directors and the positions in the structure of the corporation shall be elected as indicated in the bylaws of the corporation.

DUTIES AND RESPONSABILITIES:

The PAC Board of directors shall be responsible for exercising all such powers of the corporation by doing all such lawful acts and things which are not prohibited by statute or by the by laws. The duties of the Board of directors shall include, but not be limited to:

(a) Contract and negotiate in the name of the corporation for the benefit of the corporation and its members.

(b) Call special meetings whenever it deems necessary.

(c) Establish, levy, asses and collect the assessments, monthly dues and special assessments as herein established.

(e) Adopt, modify and publish the rules and regulations concerning the membership of the Club and its members.

(f) Keep corporate records of all corporate affairs.

(g) Negotiate and sign with governmental and private entities the restructuring of corporate debts and or the acquisition of debts, lines of credit and other credit facilities for the benefit of the corporation.

(h) Determining the needs of each club area, taking into account the concerns of the presidents of each club area and the members at large.

(i) Any other legal or personal endeavor as may be carried out by a natural person for the benefit of this corporation.

ELECTIONS AND TERMS OF ELECTED OFFICIALS

With the exception of the first Board of Directors which shall not be elected and shall be composed as established by the incorporators of this corporation, all subsequent boards shall be elected as herein established.

Terms:

The Terms for the Board of Directors shall expire as follows:

1. The President of PHA, term will not expire; will change when a new PHA president is elected
2. The executive director of PHA, term will not expire will change if new PHA Executive Director is selected
3. 3 of the at large members will serve for a 3 year terms
4. The presidents of each club area will serve for a 2 year term
5. 3 of the at large members will serve for a 1 year term

Elections shall be held according to the expiration of the terms and may be conducted as determined by the Board of Directors.

The Directors of each area that comprises the Club may form committees which may help each director in his functions at the different areas of the Club.

Club Committees

The Club has established standing committees including, a Golf Committee, Tennis Committee, Beach Club Committee, and may establish other committees that are deemed necessary by The Club from time to time. The president of each area of The Club (Golf, Tennis, and Beach Club) shall appoint committee members. Committee chairpersons will be elected for a term of two (2) years and shall be members of the Corporation. The management of The Club will meet with these committees on a regular basis to discuss member programs and events at The Club.

N. ACKNOWLEDGMENT OF MEMBERSHIP RIGHTS

1. Acknowledgment of Membership Rights

Membership in The Club allows the member to use The Club Facilities in accordance with this **Membership Plan**, as it may be amended from time to time. The Club reserves the right, at its sole discretion, to add, modify or eliminate membership categories, to increase or reduce the membership cap, to establish the membership dues, fees, and charges from time to time, to reserve memberships, to terminate or modify this **Membership Plan**, to discontinue operation of any or all of The Club Facilities, to sell The Club Facilities on such terms as The Club determines at its discretion and to make any other changes in the terms and conditions of the membership or The Club Facilities available for use by members.

2. Members Rights Governed by Membership Plan

If approved for membership in The Club, the member agrees to be bound by the terms and conditions of this **Membership Plan**.

3. Previous Palmas Del Mar Country Club Membership Deposits

The Club and the Corporation hereby declare that it has **ABSOLUTELY NO AFFILIATION** to the Palmas del Mar Country Club, Inc. (PCCI), and thus is not responsible, nor has any knowledge of anything having to do with the membership deposits and/or initiation fees charged by PCCI to former members of the Palmas del Mar Country Club, and thus is not responsible for refunding or giving credits for said deposits and/or initiation fees.

4. Disciplinary Action for non compliance with Club Rules

The violation of any of the rules and regulations herein contained, the General Club rules and those of each individual area of the Club whether herein contained or a local Club area rule, by a member, their family members, any one included under such membership plan and or any guests of members, may give rise to the disciplinary action determined by the Board of Directors; which determination may range from an admonishment to dismissal from the Club, depending on the severity and circumstances of each particular case and said action shall be of the exclusive determination of the Board of Directors by a majority vote. In the event that any person is dismissed from the Club for the violation of rules, no amount of money whatsoever shall be returned and the dismissed party shall be liable for the payment of the remainder of the year as herein stated in this membership plan. A dismissed party who has prepaid any amount whatsoever, hereby accepts that said prepayment shall be forfeited by the Club as liquid damages for the acts for which the member has been dismissed and no portions of said prepayment shall be returned. All who apply for and are granted membership in this Club, their family members, any one included under such membership plan and/or any guests of members, hereby expressly agree to abide by these rules and accept the rules and the disciplinary actions herein described in the event of a violation of these rules.



General Club Rules

GENERAL CLUB RULES

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GENERAL CLUB RULES

1. Members and their guests shall abide by all General Club Rules of The Club and the Tennis, Golf and Beach Club rules as they may be amended from time to time.
2. The Club Facilities shall be open on the days and during the hours as may be established by The Club. Areas of The Club may also be closed from time to time for scheduled maintenance and repairs.
3. Performance by entertainers will be permitted at The Club only with the permission of The Club Manager.
4. Dining room activities for groups will be permitted only with the permission of The Club Manager.
5. Alcoholic beverages will not be served or sold, nor permitted to be consumed, at The Club during hours or at locations prohibited by law. No alcoholic beverages will be sold or served to any person not permitted to purchase the same under the laws of Puerto Rico.
6. Outside catering is not permitted. All food and beverages consumed on The Club Facilities must be furnished by The Club concessionaries, unless otherwise permitted by The Club Manager.
7. Employees are permitted to deliver food or alcoholic beverages to locations away from the immediate area of the clubhouse and pool only with the permission of the Club Manager.
8. Commercial advertisements shall not be posted or circulated in The Club, nor shall solicitations of any kind be made on The Club Facilities or upon The Club's stationery without the prior approval of the Club Manager.
9. Other than as permitted by the Club Manager, no petition shall be originated, solicited, circulated or posted within the facilities.
10. It is contrary to The Club's policy to have the facilities used for functions, which are in any way related to past, present or future fund raising efforts for the benefit of a political cause, except as specifically permitted by the Club Manager.
11. The Club Facilities shall not be used in connection with organized religious services, unless otherwise determined by the Club Manager from time to time.
12. Members shall not request special personal services from employees of The Club who are on duty or the personal use of The Club's furnishings or equipment, which are not ordinarily available for use by members.
13. Dogs or other pets (with the exception of Seeing Eye Dogs) are not permitted on The Club Facilities.
14. If a member has any complaint, criticism or suggestion of any kind related to any of the operations of The Club or its employees, it must be in writing, signed and addressed to The Club Manager.

15. Members and their guests may not abuse any of The Club's employees verbally or otherwise. All service employees of The Club are under the supervision of the Club Manager and no member shall reprimand or discipline any employee, nor shall a member request an employee to leave The Club Facilities for any purpose whatsoever. Any employee not rendering courteous and prompt service should be reported to the Club Manager immediately.
16. No unlicensed vehicles are permitted on The Club Facilities, except Club golf carts and Club equipment.
17. Smoking is permitted only in designated areas. Cigar and pipe smoking are not permitted in the dining and lounge areas.
18. Absolutely no fireworks are permitted anywhere on The Club Facilities or adjacent areas, unless part of a firework exhibition organized and conducted by The Club.
19. Firearms and all other weapons of any kind are not permitted at The Club Facilities at any time.
20. No member, visitor or guest is allowed in the service or restricted areas of The Club.
21. Use of The Club Facilities may be restricted or reserved from time to time by the Club Manager.
22. Violation of any of these rules or conduct in a manner prejudicial to the best interests of The Club will subject the person in violation to disciplinary action by The Club in accordance with these **General Club Rules**.
23. The Club may amend or modify these **General Club Rules** as it determines appropriate from time to time, at its sole and absolute discretion.
24. The personnel of The Club have full authority to enforce these **General Club Rules** and any infractions will be reported to the Club Manager.
25. No portable grills, barbecues or open fires shall be permitted on Club Property, except those operated by The Club, or as permitted by the Club Manager.

MEMBERSHIP CARDS

1. The Club will issue a membership card to the member, as well as to the other members of his or her family who are eligible for membership privileges. Membership cards will include the member's name and club account number. Membership cards will only be issued upon payment of dues by the member. A temporary membership card may be issued to all houseguests who have been properly registered with The Club and who have paid the required administrative fees. Membership cards will be issued to children under the age of twenty-four (24) with permission of a parent. Members and their families must have their membership card with them at all times while using the facilities of The Club.
2. A membership card may not be used by any person other than the person to whom it is issued. Membership cards are not transferable.
3. Membership cards will be mailed to the members at the address designated by the member or held for pick-up at the Membership Office as requested by the member.

4. In the event of a lost or stolen membership card, The Club must be notified immediately. The member's club account will be canceled and The Club will issue a new membership card number. This procedure reduces the risk that unauthorized persons will be able to charge items to the account. Until notification of card loss or theft is received in writing by The Club, the member shall be responsible for all charges placed on the account. For each new membership card replaced, a charge covering the cost of the replacement card will be placed on the member's club account in an amount determined by The Club from time to time.
5. Each member shall receive such identification decals and other insignia as The Club may, from time to time, designate and shall display such insignia as required by The Club from time to time.

MEMBER DUES AND CHARGES

1. The Club may require that all members provide The Club with one credit or debit card to which the member authorizes The Club to charge dues and charges and the member shall substitute such credit or debit card with another credit or debit card when it expires. The Club may require provision of such credit or debit card generally for all dues and charges, or only unpaid dues and charges, or as a condition to paying dues on a monthly basis.
2. The Club may, at its discretion, establish a club account system or arrange through a bank or credit card company to issue to qualified members, a credit card through which Club dues, fees and charges for food, services and/or merchandise may be billed. The Club shall establish rules and regulations governing club accounts or Club credit cards if such a system is established.
3. All food, beverage, merchandise, and services of The Club charged to the member's club account, if established, will be billed monthly and is due in full upon receipt.
4. Club accounts shall be deemed delinquent from the date first billed if payment is not received within thirty (30) days after the date of the monthly statement.
5. If a member fails to pay any club account within thirty (30) days of when it is first billed, The Club shall have the right to suspend such membership privileges in The Club at any time until the delinquent account is paid in full. A Member who has past due bills may be charged a reinstatement fee at the discretion of The Club to reactivate an account once it is deemed delinquent. Continued delinquency for a period of ninety (90) days from the date a club account is first billed or repeated incidents of delinquency by a member may result in termination of membership in The Club. In the event the member's club account is delinquent for more than 90 days, The Club is authorized to collect these delinquent amounts, including service charges, by charging the member's credit card or bank account.
6. If payment in full, including any service charges and any reinstatement fees owed by a member, is received prior to The Club's terminating a membership, the member making payment shall be reinstated as a member in good standing.
7. In order to protect members from improper charges, membership cards must be presented at the point of sale for all transactions, excluding food and beverage, in which case presentation of the Membership Card is required prior to placing any order.
8. If The Club account of any member is delinquent, The Club may, at its option, take whatever action it deems necessary to effect collection. If The Club commences any legal action to collect any amount owed by any member or to enforce any other liability of any member to The Club, and if judgment is obtained by The Club, the member shall also be liable for all costs and expenses of such legal action and reasonable attorneys' fees, including any fees required in

connection with appellate proceedings.

9. Members will receive a written statement of their monthly charges which have been charged to their credit card or bank account. All members agree to pay directly to The Club any amounts not paid by the credit card company or bank.
10. Any disputes of credit card or bank charges must be submitted in writing to Palmas Athletic Club. If the member wishes to suspend the transferring of the member's club account charges to his or her credit card or bank account The Club must be given 30 days notice.
11. If a member desires, The Club may issue a membership card with no charge privileges, to be used for identification purposes only. Members choosing this option shall be allowed to pay for all activities and services by either cash or credit card at the time of the transaction.

MAILING ADDRESSES

1. Each member shall be responsible for filing with the **Membership Office**, in writing, preferably on a form provided by The Club, his or her mailing address, e-mail address and any changes thereto, where the member wishes all notices and invoices of The Club to be sent. A member shall be deemed to have received mailings from The Club ten (10) days after they have been mailed to the address on file with The Club. In the absence of an address on file at the Membership Office, any Club mailing may, with the same effect described above, be addressed as the General Manager may think is most likely to cause its prompt delivery.
2. The Club must be notified in writing of any change of address. Failure to do so shall constitute a waiver of the right to receive club notices, bulletins and any other communications, and a violation of these General Club Rules.

CLUB SERVICES AND ACTIVITIES

1. The Club may provide a variety of social, cultural, and recreational events in which all members are encouraged to participate. Special event functions will be scheduled from time to time at the discretion of The Club.
2. The Club desires to encourage the use of The Club Facilities by members for private parties on any day or evening, provided it does not interfere with the normal operation of The Club, or with the services regularly available to The Club Members. Members are requested to make reservations with the appropriate Club personnel for available dates and arrangements.
3. Private parties are permitted at The Club only with prior permission of the Club Manager. The individual sponsoring the party shall assume full responsibility for the conduct of guests and shall be responsible for the removal of any party decor. The sponsor of the party shall be responsible for any damage to The Club Facilities and for the payment of any charges not paid by individuals attending the private party.

RESIGNATION, SUSPENSION, AND TERMINATION OF MEMBERSHIP

1. A member may resign membership in The Club by delivering written notice of resignation to The Club's Membership Office. Notwithstanding any resignation, suspension or termination of membership, the member and his or her spouse shall remain liable for any amounts unpaid on the member's club account. A resigned member who has been a dues paying member will be obligated to continue to pay dues until the end of the year for which the commitment was made, subject to the conditions set forth in the Membership Plan.
2. A membership may be suspended or terminated by The Club for cause as defined in The Membership Plan and/or if, in the sole judgment of The Club, the member:
 - a. submits false information on the Application for Membership or for guest privileges;
 - b. permits his or her membership card or club account to be used by anyone other than the designated holder;
 - c. exhibits unsatisfactory behavior or appearance;
 - d. fails to pay any amount owed to The Club in a proper and timely manner;
 - e. fails to abide by the **General Club Rules** of The Club;
 - f. treats the personnel or employees of The Club in an unreasonable or abusive manner; or
 - g. fails in, or refrains from, any other conduct or obligation determined by The Club as appropriate for suspension or termination of memberships.
 - h. fails to comply with the terms and conditions set forth in The Club Membership Plan.

However, The Club shall not discriminate against any individual because of the individual's race, color, religion, sex, national origin, age, handicap or marital status.

3. The Club may, at any time and from time to time, restrict or suspend, for cause or causes described in the preceding paragraph, any member's rights to use any or all of The Club Facilities. No member may, on account of any restriction or suspension, be entitled to any refund of any membership deposit, dues or any other fees. During the restriction or suspension, dues and other charges shall continue to accrue and shall be paid in full prior to reinstatement as a member in good standing.

LOSS OR DESTRUCTION OF PROPERTY OR INSTANCES OF PERSONAL INJURY

1. Each member, as a condition of membership, and each guest as a condition of invitation to The Club Facilities, assumes sole responsibility for his or her property. The Club shall not be responsible for any loss or damage to any private property used or stored on The Club Facilities. Any such personal property which may have been left in, or on the facilities, for six (6) months or more without payment of storage thereon may be sold by The Club, with or without notice, at a public or private sale, or may be otherwise disposed of, and the proceeds, if any, shall belong to The Club.
2. No person shall remove from The Club's premises any property or furniture belonging to The Club without proper written authorization. Every member of The Club shall be liable for any property damage and/or personal injury at The Club, or at any activity or function operated,

organized, arranged or sponsored by The Club, caused by the member, any guest or any family member. The cost of such damage shall be charged to the responsible member's club account.

3. Any member, family member, guest or other person who, in any manner, makes use of or accepts the use of any apparatus, appliance, facility, privilege or service whatsoever owned, leased or operated by The Club, or who engages in any contest, game, function, exercise, competition or other activity operated, organized, arranged or sponsored by The Club, either on or off The Club's premises, shall do so at his or her own risk.

The member, his or her family members and guests, shall hold The Club and its partners, directors, officers, employees, affiliates, representatives, and agents, harmless from any and all loss, cost, claim, injury, damage or liability sustained or incurred by him or her, resulting from any act or omission, whether due to negligence or otherwise, of The Club or its partners, directors, officers, employees, affiliates/ representatives or agents. All members shall have, owe, and perform the same obligation to The Club and its partners, directors, officers, employees, affiliates, representatives, and agents for any losses, costs, claims, injuries, damages, or liabilities sustained or incurred by any guest or family member.

4. Should any party bound by these rules bring suit against The Club or its partners, directors, officers, employees, affiliates, representatives or agents in connection with any event operated, organized, arranged or sponsored by The Club or on any other claim or matter in connection with membership in The Club, and fail to obtain a final non-appealable judgment therein against The Club or its partners, directors, officers, employees, affiliates, representatives or agents, said party shall be liable to The Club and its partners, directors, officers, affiliates, employees, representatives, and agents for all costs and expenses incurred by it in the defense of such suit, including court costs and attorneys' fees through all appellate proceedings.

GRATUITIES

1. A member may determine the gratuity percentage by signing the ticket invoice and including the amount of gratuity the member deems appropriate.
2. It is customary for The Club Manager to send a letter providing an opportunity for members to contribute to a Holiday Fund for all Club employees and a suggested contribution. Payment of such contribution will be voluntary and will be included on the contributing member's November bill. This Holiday Fund provides the members with an opportunity to show their appreciation to Club employees during the holiday season. Club management shall be responsible for the distribution of these funds.

CHILDREN

1. Children under the lawful drinking age are not permitted in any lounge unless accompanied by an adult.
2. The Club maintains the right to determine from time to time The Club Facilities that children will be allowed to access and the periods of such access.

ATTIRE

1. It is expected that members will dress in a fashion befitting the surroundings and atmosphere provided in the setting of The Club and in a manner compatible with the appropriate occasion. It is also expected that Members will advise their guests of the dress requirements. From time to time, dress requirements will be published by The Club.
2. Shirts and shoes must be worn at all times when on Club Facilities, other than at the beach and swimming facilities.
3. Bathing suits may only be worn in the pool and beach areas. All other Club Facilities require appropriate cover-ups and shoes to be worn. Bathing suits are inappropriate after the pool closes.
4. In the Clubhouse, Gentlemen may wear walking shorts or slacks and a collared shirt. Ladies may wear a shorts outfit, dress, slacks or skirt and a blouse.
5. Proper bathing attire must be worn in the pool and beach areas. Cover-ups and shoes are required in all other areas of The Club. Nude and topless sunbathing is prohibited.

GUEST PRIVILEGES

1. Guest privileges may be extended under the rules established by The Club from time to time. Although it is the intention of The Club to accommodate guests without inconvenience to the members, The Club reserves the right to limit the number of guests that accompany a member on any given day. The Club reserves the right to limit guest and extended family usage at the Beach Club.
2. The Club shall establish from time to time the rate of the guest fees, charges, and the **General Club Rules** for use of The Club Facilities by guests. Guest privileges may be denied, withdrawn or revoked at any time for reasons considered sufficient by The Club at its sole and absolute discretion. All guests shall be Resort Guests, Day Guests or Houseguests. A Houseguest is defined as a guest temporarily residing in a member's residence. A Resort Guest is a person staying at the accommodations at Palmas del Mar Resort. All other guests of a member shall be considered Day Guests.

GENERAL GOLF CLUB RULES

All competitive sports are governed by a set of rules. The Rules of Golf as adopted by the USGA together with the Rules of Etiquette, USGA Handicap, How to Conduct a Competition, and such other rules as may be promulgated by The Club from time to time, shall be the rules of The Club, except when in conflict with local rules or with any of these **General Club Rules** herein.

The Game of Golf is unique in that it allows golfers of all abilities to compete on even terms when the Handicap is honestly employed by golfers and administered by The Club, provided the Rules of Golf are enforced. PAC Members are strongly encouraged to familiarize and comply with the **Golf Club Rules** and the **Rules of Golf** published by the USGA.

The Club reserves the right to amend **Golf Club Rules** as the Governing Board deems fit.

Proper golf attire is required for all players. A description of "proper attire" shall be posted prominently in the ladies' and gentlemen's locker rooms from time to time. Members are expected to insure that their family members and guests adhere to such rules. Improperly dressed golfers shall be asked to change before playing, if you are in doubt concerning your attire, please check with the Pro Shop before starting play. Any misuse or disregard of these **General Golf Club Rules** may cause privileges to be reviewed or suspended.

Private golf carts, bicycling, fishing, jogging or recreational walking is not permitted on the golf course at any time. No beverage coolers are permitted on the course unless provided by The Club.

It is strictly prohibited to bring food or drinks from outside of the Club, so that any and all food and beverages must be purchased on site at the tennis club from the food and beverage provider at the Golf Club

The violation of these rules may give rise to the disciplinary action determined by the Board of Directors, which determination may range from an admonishment to dismissal from the Club, depending on the severity and circumstances of each particular case and said action shall be of the exclusive determination of the Board of Directors.

HOURS OF PLAY

The hours of play and Pro Shop hours shall be posted in the Pro Shop. The Pro Shop shall determine when the golf course is fit for play.

The Club may close the golf course to general play during adverse weather conditions, when necessary maintenance of the golf facilities is required, when the course could be damaged by play or when golf tournaments and promotional events are held at The Club.

GOLF STARTING TIMES

1. For the convenience of members, The Club has reserved the right to implement a computerized tee-time allocation system to accommodate golf play of members and their guests.
2. All players must have a starting time reserved through the Pro Shop. The Club Staff shall assign the starting times depending on availability.
3. Starting times may be made in person or by phone during Pro Shop hours.

4. One of the golf courses may be designated on selected days or dates (Saturdays, Sundays, and Holidays, or as determined by The Club) as a Member-Preferred golf course on a rotating basis. The golf course designated as the Member-Preferred golf course will be available to Club Members on a priority basis prior to 1 p.m. each day, **with foursomes consisting of at least 2 Members**. Group outings reserved by Members, outside parties or tournaments on these dates shall use the "Other" Course, unless tee times are available at the Member-Preferred Course at the date and time of play.
5. Resort Guests may be allowed to play on the designated Member-Preferred golf course prior to 1 p.m. only to the extent tee times remain available and are not reserved by members three (3) days prior to the day of play.
6. Active Club Members in good standing may reserve starting times up to 9 days prior to the date of play.
7. Club sponsored tournaments for Club Members may be assigned to the preferred dates at the Flamboyán Course and shall have precedence over individual tee times.
8. Starting time changes must be approved by the Governing Board.
9. Players who fail to cancel their starting time twenty-four (24) hours prior to their scheduled starting time may be charged a fee for the unused round, as determined by The Club.
10. Members should notify the Pro Shop of any cancellation as soon as possible.

REGISTRATION

1. All players must register in the Pro Shop before beginning play and all members and guests shall present their membership cards at registration.
2. Failure to check in and register ten (10) minutes prior to a reserved starting time may result in assignment of another starting time or cancellation, at the discretion of the Starter.
3. Players late for their starting time may lose their right to the starting time and shall begin play only at the discretion of the Starter.
4. "Cutting-in" is not permitted at any time. All players must check in with the Starter. Under no circumstances are players permitted to start play in Holes other than Hole No. 1 in the corresponding course, or in Hole No. 10, **ONLY** when authorized by the **Starter**.
5. All tournament play must be approved in advance by the Golf Professional.

GOLF COURSE ETIQUETTE

Persons using the golf course should do their part to make a round of golf a pleasant experience for everyone. The following are general rules that will make everyone's golfing a pleasant experience:

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

3. When approaching a green, park your golf cart on the cart path on the best direct line to the next tee. This can save about one-half hour per round.
4. The time required to hole out on and around the green is a chief cause of slow play. Study and clear the line of your putt while others are doing the same. Be ready to putt when it is your turn.
5. Be sociable, but reserve your extended conversations for the 19th hole.
6. When play of a hole is completed, leave the green promptly and proceed to the next tee without delay. Do the scoring for the completed hole while the others in your group are playing from the next tee.
7. If you are not holding your place on the course (see General Golf Rules), allow the players behind to play through. Do the same if you stop to search for a lost ball.
8. When a ball is hit to a fairway other than the one being played, the player hitting the ball must yield to the players having the right of way on their fairway.
9. Repair divots on the course, ball marks on the green, and rake all bunkers. Leave the golf course for the groups behind you in better shape that you played it.
10. The **Golf Ranger** will report slow play and all breaches of golf etiquette to the Pro Shop, which will take the appropriate action, including calling to the attention of the offenders and even request the player or group to leave the course.

GOLF COURSE RULES

1. All players must register in the Pro Shop before beginning play and all members and guests shall present their membership cards at registration.
2. Players shall be present at the tee with ample time to start play at the corresponding time.
3. Each player must have his or her own set of golf clubs.
4. Groups shall consist of foursomes or threesomes during preferred times.
5. Twosomes may play at the discretion of the Pro Shop and shall be permitted to start after 1:30 p.m. if space is available, unless otherwise permitted by the Pro Shop.
6. Single players and twosomes shall be grouped among themselves or with other players, if available, at the discretion of the Club Professional.
7. Single players and twosomes shall have no priority on the golf course and shall be permitted to play only at the discretion of the Club Professional.
8. Single players and twosomes must hold their positions unless invited to play through by the preceding group. However, it is mandatory under "Courtesy on the Course" to allow to following group to play through when there is a clear hole open ahead.
9. Fivesomes are not allowed on the golf course at any time, unless authorized by the Golf Professional. Fivesomes must allow following groups to play through when there is a clear hole open ahead.

10. Junior Members under 16 years of age are not permitted to play until after 12:00 noon, and must be accompanied by an Adult Member. This rule may be modified by the Golf Professional. Young children not playing golf shall not be on the course at any time.
11. Only "Junior Members" (i.e., children under the age of 18) may walk the course at the discretion of the Club Professional, provided play is not delayed.
12. If a foursome or other group of players fails to keep their pace on the course and loses more than one clear hole on the players ahead, the group must allow the following group to play through. Do the same when you stop to search for a lost ball. No more than five minutes should be used to search for lost balls.
13. All players who stop after playing nine (9) holes for any reason must occupy the next tee before the following players arrive at the tee or they shall lose their position on the golf course and must get permission from the Starter to resume play.
14. A group stopping for refreshments during the course of a round will lose their position on the course.
15. All players shall enter and leave bunkers at the nearest level point to the green and shall smooth sand over with a rake upon leaving.
16. All players shall repair all ball marks on the greens.
17. All players shall repair all divots with sand provided in buckets on all carts.
18. Searching for balls other than those played by the players in the group is not allowed on the course at any time.
19. A round of golf should be completed in four hours and thirty minutes or less. Golf rangers may be on duty to help regulate play and enforce golf cart regulations. **The golf rangers have full authority on the golf course to enforce all rules and speed of play.** Your cooperation is appreciated.
20. If a player is repeatedly warned for slow play, The Club may take such actions as it deems appropriate, including and without limitation, restricting the person's use of the golf course during certain times of the day.
21. If lightning is in the area, all play shall cease.
22. Discontinued Play or "Rain Check" Policy: less than three (3) holes played - full eighteen (18) hole credit, and less than twelve (12) holes played - nine (9) hole credit.
23. No beverage coolers are permitted on the course unless provided by The Club.
24. Keep rubbish in golf cart or placed in corresponding receptacles.

PRACTICE RANGE

1. **Practice is not allowed on the golf course.** The practice range and practice putting green should be used for all practice.
2. The practice range is open during normal operating hours as posted in the Pro Shop. The practice range may be closed for general maintenance from time to time at The Club's discretion.

3. The use of the Practice Range is limited to Club Members.
4. The use of the Practice Range is complimentary with the purchase of a round of golf. An applicable fee determined by the Club for unlimited use of range balls will be charged to Club Members and their guests who wish to practice only and are not to play a round of golf.
5. Range balls are for use on the practice range. Range balls may not be used on the golf course.
6. Balls must be hit from designated areas. No hitting is permitted from the rough or sides of the practice range.
7. Proper golf attire is required at all times on the practice range.
8. Hand bag ball shaggers are not permitted.

GENERAL GOLF CART RULES

1. No private golf carts are permitted on the golf course.
2. Golf carts shall not be used by a member or guest on The Club Facilities without proper assignment and registration in the Pro Shop.
3. Golf carts are not permitted on any tee area or closer than 30 feet from greens. Parking of golf carts is allowed in designated areas.
4. Golf carts may only be used on the golf course when the course is open for play. Golf carts are not permitted in the parking lots and are not to be driven to any residence in Palmas del Mar at any time.
5. Each operator of a golf cart must be at least sixteen (16) years of age and have a valid automobile driver's license.
6. Only two (2) persons and two (2) sets of golf clubs are permitted per golf cart.
7. Pull carts are not permitted, except as permitted on designated dates or for the junior program.
8. Obey all golf cart traffic signs.
9. Always use golf cart paths where provided.
10. Never drive a golf cart through a hazard.
11. Operation of a golf cart is at the risk of the operator.
12. Cost of repair to a golf cart, which is damaged during play, shall be charged to the person who is responsible for such damage. All persons using a golf cart shall be held fully responsible for any and all damages, including damages to the golf cart, that are caused by the misuse of the golf cart by the person or their guests and shall reimburse The Club and/or any operator of The Club for any and all damages The Club may sustain by reason of misuse.
13. Each person using a golf cart accepts and assumes all responsibility for liability connected with operation of the golf cart. The person also expressly indemnifies and agrees to hold harmless The Club, its partners, directors, officers, employees, affiliates, representatives, and/or agents

from any and all damages, whether direct or consequential, arising from or related to the person's use and operation of the golf cart.

14. "Course closed" or "hole closed" signs are to be adhered to without exception.
15. Violations of the golf cart rules may result in loss of golf cart privileges and/or playing privileges.

HANDICAPS

1. Handicaps are not mandatory, but highly recommended by The Club. **Handicaps are a privilege** and Members must earn a **Handicap Index**. In the spirit of golf, no player has an inherent right to a **Handicap Index** without providing full evidence of ability and willingness to follow rules provided in this section to the **Handicap Committee**.
2. Members who want to have a USGA Handicap, will be charged a yearly fee (to be determined) for the privilege of having a Home Club Handicap. Charges will be made in December of the current year. Members not paying the USGA GHIN fee by the last week of the year will be removed from the "Active" list.
3. Handicaps will be computed by the USGA GHIN Section, in accordance with the current USGA Handicap System Manual. Copies of the USGA Handicap System Manual are available from the USGA or at the USGA website.
4. To establish a handicap, a member must have turned in a minimum of five scores. Members are responsible for turning in all their scores on a daily basis.
5. The Handicap Committee and Club Professional will assist any members needing help with the posting procedures.
6. Accurate records are to be kept of scores turned in and recorded for all full rounds played. The Handicap Chairman shall determine if there are violations by members in turning in their scores.
7. Every player is responsible for:
 - a. trying to make the best score at every hole in every round, regardless of where the round is played,
 - b. posting every acceptable round for **peer review**, and
 - c. the scores posted will be adjusted according to the *Equitable Stroke Control (ESC)* table provided below:

EQUITABLE STROKE CONTROL

Player's Course Handicap	Max. Score in Any Hole
9 or less	Double Bogey
10 through 19	7
20 through 19	8
30 through 39	9
40 or more	10

8. **Acceptable scores** are:
 - a. Scores to post - A score is acceptable if 13 or more holes are played. The scores for unplayed holes shall be recorded as par plus any handicap strokes that the player is entitled to receive on the unplayed holes.
 - b. Scores on all courses - Adjusted gross scores from all golf courses with a **USGA Course Rating** and **Slope Rating**. Both home and away scores must be posted by the player with the corresponding **USGA Course Rating** and **Slope Rating**. Tournament scores should be posted by the Tournament Committee. In the event a Tournament Committee fails to post a score, the player **should** post the score himself.
 - c. Scores in all forms of competition - Scores in both match play and stroke play must be posted for handicap purposes. This includes scores made in match play, in multi-ball, or in team competitions in which players have not completed one or more holes or in which players are requested to pick up when out of competition on a given hole. In these cases, the score posted should be the most likely score, but shall not exceed the player's ESC limit.
 - d. Scores made under the Rules of Golf - Scores must be made in accordance with the principles of the **Rules of Golf**.
9. The Club Handicap Committee will monitor who registers to play and who posts scores. Every player will be allowed 1 week to post the score of every round played in Palmas del Mar. By the end of the week, The Club will verify who played and who posted a score for every date played.
10. Players who play and do not post by the end of the week following the date of play, will be posted a *Penalty Score* equal to their lowest score on record, per Section 8-4.b. of the Manual of the USGA Handicap System.
11. *Penalty Scores* can only be removed from the player's record by the **Handicap Committee**, upon verification of the score reported by the player with the fellow golfers who played that round.
12. The Handicap Committee may inactivate and/or withdraw the **GHIN Number** of a player who repeatedly fails to meet the Member's responsibilities under the **USGA Handicap System**.

OFFICIAL CLUB COMPETITIONS

1. All official Club Competitions will be played following the USGA and Club rules.
2. Only members may participate in Club Championship competitions.
3. Sign-up sheets will be available at the Pro Shop, and will be removed on the Wednesday prior to the day of the event, unless otherwise stated. Admission to play in the event following will be subject to the Committee's approval.
4. Members not having current handicaps shall not be allowed to compete in official Handicap Competitions in The Club. Members not having current handicaps may compete in official Club Gross Competitions and Calloway competitions, if applicable.
5. Members not having current handicaps will not be allowed to compete in official Handicap Competitions representing The Club in competitions with other clubs.
6. A copy of the **PAC Handicap Policy** is available at the Pro Shop for Club Member's review.

BEACH CLUB FACILITIES RULES

1. Use of the pool and beach at any time is at the swimmer's own risk. Any injuries should be reported to the Lifeguard or Pool Attendant immediately.
2. Everyone wishing to use the pool or beach facilities must first register before entering. Club Proper ID must be presented at registration desk.
3. Members may not have more than four (4) guests per month at the Beach Club, except for private parties arranged in advance or with the approval of the Club Manager.
4. The Club may, in its discretion, establish certain days or events when only members and immediate family members may use the Beach Club facilities. The Club will identify such days in its calendar and advise members in advance of such days.
5. Wristbands are required to all visitors in Pool and Bar areas for proper identification. Beach Club staff has the right to ask for Identification at any time.
6. Children sixteen (16) years and younger must be accompanied by an adult.
7. Children who do not swim must be accompanied by parent or guardian at all times.
8. Children must be three (3) years of age and potty trained to use the main swimming pool. Children wearing regular diapers are not permitted in the pools. Swimming diapers are available at desk.
9. Swimming is permitted only during designated hours. The pool is officially closed when a "Closed" sign is posted or by instructions of our personnel.
10. Showers are required before entering the pool to remove all suntan oils and lotions.
11. Glass objects, sharp objects, drinking glasses or cups, and personal coolers are not permitted at the beach and pool areas.
12. Food is only allowed in designated areas of the pool and beach facilities. All trash should be placed in the containers located throughout the pool and beach areas. No food and beverage from the outside is allowed.
13. All swimmers must wear bona fide swimming attire. Cut-offs, dungarees, strings swimwear, and Bermuda shorts are not considered appropriate swimwear. Shoes or other foot coverings and caftans or shirts must be worn outside the swimming pool and beach areas.
14. Radios and televisions may be listened to, only with headphones. Nothing should be plugged into our electrical system.
15. Animals are restricted from our Beach Club facilities.
16. Lifesaving equipment should be used only for the purposes intended.
17. Children sixteen (16) years and younger are not allowed in the Jacuzzi under any circumstances. Please observe Jacuzzi rules posted on area before having access to this amenity.

18. Lap pool should be available for swimming purposes at all times. Hanging on the lanes is not permitted.
19. Pushing, dunking, and other hazardous activities are prohibited. Pulling on or hanging on the pool basketball equipment is prohibited.
20. Diving is not permitted in any area of the pool.
21. The throwing of balls, Frisbees, tennis balls, or other objects, and tag games are only allowed at those areas of the Beach Club designated for these activities.
22. All persons using pool and beach furniture are required to cover the furniture with a towel when using suntan oils and lotions. The use of these oils could stain or damage our furniture.
23. All persons using the Beach Club facilities are urged to cooperate in keeping the area clean by properly disposing towels, cans, and cigarette butts, among others.
24. Smoking is permitted only in designated sections of the pool area. Smoking is not permitted inside the pool area or near the kids' pool and playground areas.
25. Air mattresses and other flotation devices will not be permitted in pool area.
26. Persons who leave the pool or beach area for over thirty (30) minutes must relinquish lounges and chairs by removing all towels and personal belongings. Saving of chairs for persons absent from the pool and beach areas is prohibited.
27. Any person with a health problem which can be complicated by use of the pool is specially prohibited from using the pool.
28. Nude, g-strings, and topless sunbathing are expressly prohibited.
29. The Club staff has full authority to enforce these General Club Rules and any infractions will be reported to the Club Manager or Manager on Duty.
30. The Beach Club staff has the authority to expel from the pool and beach areas anyone who fails to cooperate in following the Beach Club Rules or whose conduct is otherwise unbecoming of a member.
31. In order to maintain the beach in its natural, pristine condition, members shall not disturb the natural vegetation or wildlife common to the area, including sea turtles, iguanas, and sea grapes. Certain wildlife are endangered species and are protected by national and local ordinances.
32. It is strictly prohibited to bring food or drinks from outside of the Club, so that any and all food and beverages must be purchased on site at the tennis club from the food and beverage provider at the Beach Club.
33. The violation of these rules may give rise to the disciplinary action determined by the Board of Directors, which determination may range from an admonishment to dismissal from the Club, depending on the severity and circumstances of each particular case and said action shall be of the exclusive determination of the Board of Directors.

BEACH BAR RULES

1. The Beach bar is for members only. Guests must register at Front Office Desk.
2. For safety, glass containers cannot be taken out of this area.

LOCKER ROOM FACILITIES RULES

1. Members must check in at the reception desk of the Beach Club.
2. Day lockers are available on a per visit basis. Locker keys must be returned at time of checkout. A fee will be charged for keys which are not returned.
3. We recommend you to not bring valuables into The Club. Each person assumes liability for the loss of any items stored in a locker or common closet and members release The Club from any such loss.
4. For fire safety reasons, all clothing and personal articles must be stored in a locker or common closet in the locker room and not under benches or in the common area.

TENNIS CLUB RULES

1. The Club may hold tennis tournaments or allow group play. During these events, use of the tennis facilities may be restricted. These activities will be held in a manner to limit the inconveniences to members and their guests.
2. The Rules of Tennis as adopted by the USTA shall apply at all times, except when in conflict with the local rules or with any of the General Club Rules herein.
3. All members and guests must register at the Pro Shop before starting to play. In the event the Pro Shop is closed, play will be on a first-come, first-serve basis, in increments of one (1) hour.
4. Players without a pre-arranged game are encouraged to call the Pro Shop, which will assist in forming matches.
5. Court reservations may be made by phoning or visiting the Pro Shop.
6. Court reservations will be held up to ten (10) minutes past reservation time, at which point the reservation may be canceled.
7. Please notify the tennis staff of any cancellation as soon as possible. Players who do not notify the tennis staff of any cancellation at least twenty-four (24) hours in advance of the reserved time may be charged the court fee as determined from time to time by The Club.
8. Group captains must give their name and membership number and the names of the players and their membership numbers, if applicable, of the group.
9. Members shall be able to reserve court times with nine (9) days of anticipation, for which reservations they must call the pro shop and reserve depending upon availability on a first come first serve basis.
10. No standing reservations will be accepted.
11. At the end of their playing time, all players must promptly relinquish their court to the next players. Once a member is off the court, the member may sign up for the next available court time.
12. Singles may play on a court for one hour, and doubles may each play on a court for two hours, subject to the availability of court times.
13. No skateboards, bicycles, roller skates, among others are permitted **on the premises.**
14. All trash or litter must be deposited in receptacles provided for that purpose.
15. Proper tennis attire as determined by the Pro Shop is required at all times. Colors are permitted, but cut-offs, bermudas, jams, bathing suits, tank tops for men, and slacks are not permitted. Shirts with sleeves and regulation tennis shoes required. No running shoes allowed on tennis court.
16. Proper tennis etiquette as set forth below should be observed at all times. Excessive noise, racquet throwing or profanity will not be permitted at any time.

17. The Club may reserve courts for special events when needed.
18. Use of tennis courts shall, at all times, be subject to the control of The Club.
19. The tennis facilities may be closed when necessary for maintenance operations or when dictated by safety considerations as determined by The Club.
20. The Club may implement temporary rules during peak play periods.
21. The Club will have the right to designate certain portions of the tennis facilities for member use only.
22. All league captains for teams which use the tennis facilities at Palmas Del Mar as a home team shall be club members.
23. All league teams shall have no less than two thirds of its players being members of the Club, with the exception of the 4.5 and 5.0 teams.
24. It is strictly prohibited to bring food or drinks from outside of the Club, so that any and all food and beverages must be purchased on site at the tennis club from the food and beverage provider at the tennis center, except for the league play tables set up by the league team captains. **Under no circumstances will hard liquor be allowed on the premises or the league play tables. At the league play tables only beer and wine will be permitted as alcoholic beverages. All food brought to the play tables of league play will be precooked or pre prepared. Under no circumstances shall open flames be used in the court areas or food be cooked at the league tables as set forth in item 25 of the General Club Rules.**
25. The violation of these rules may give rise to the disciplinary action determined by the Board of Directors, which determination may range from an admonishment to dismissal from the Club, depending on the severity and circumstances of each particular case and said action shall be of the exclusive determination of the Board of Directors.

TENNIS ETIQUETTE

1. All persons preparing to enter or cross a court should wait until play has halted, then proceed quickly and quietly to their assigned court.
2. All persons requesting the return of a tennis ball from another court should ask only when play on that court has halted. Players should not retrieve a tennis ball from another court themselves.
3. All persons should refrain from loud or offensive language on the court or while spectators. A low profile is both appropriate and appreciated.
4. Persons not playing should stay off the court surfaces.
5. Children should not play games in the area of the Pro Shop or courts.
6. Courts should be vacated promptly after the reserved playing time is over.

FITNESS FACILITIES RULES

1. All persons using the fitness facilities do so at their own risk and may be required to execute such forms releasing The Club from liability for their use of The Club's Facilities as determined from time to time.
2. For member's safety, no leg weights or wrist weights may be worn during exercise classes unless specified as part of the class by your fitness instructor.
3. It is the responsibility of all persons to obtain instruction on how to use the equipment prior to usage of such equipment, and the equipment is only to be used in accordance with such instructions.
4. It is the responsibility of all persons using the fitness facilities to consult with their physician, and such person should be in good physical condition and have no physical, medical or psychological conditions, disabilities, impairments or ailments, chronic or otherwise, which would preclude, impair or prevent the member from using the exercise equipment or amenities or engaging in active or passive exercise. Members assume full risk of loss and responsibility for damage to their health if the foregoing representations are not and do not continue to remain true.
5. Operating hours for the fitness facilities will be posted by The Club and may be changed from time to time.
6. Prior to use of the fitness facilities, a member and any guests may be required to sign a waiver of liability agreeing to hold The Club, its partners, directors, officers, employees, affiliates, representatives, and agents harmless from any and all injuries sustained from the use of the facility.
7. All members and guests must sign in at the front desk with their Membership Card.
8. Guest fees may be charged for use of the fitness facilities.
9. All weights and pieces of equipment must be returned to their proper places at the completion of use.
10. Casual workout attire is acceptable at the fitness facilities such as tee-shirts, tank tops, gym shorts or warm-up pants for men; and leotards, tights, tee-shirts, tank tops, gym shorts or warm-up pants for women. Athletic shoes are required. No sandals, slippers or street shoes allowed in fitness facilities. Only aerobic or court shoes may be worn.
11. Pregnant women should not use those fitness facilities that would elevate their core body temperature.
12. Smoking and alcoholic beverages are prohibited at the fitness facility. No food may be brought onto the premises.
13. Children under twelve (12) years of age are not permitted in the fitness facility (except special programs or classes). Children ages twelve (12) to sixteen (16) years of age must be supervised by an adult at all times.
14. Horseplay, profanity, disruptive conduct and indiscreet behavior at the fitness facility are strictly prohibited.

15. Stereo, television, and tapes are not permitted in the fitness facility.
16. The violation of these rules may give rise to the disciplinary action determined by the Board of Directors, which determination may range from an admonishment to dismissal from the Club, depending on the severity and circumstances of each particular case and said action shall be of the exclusive determination of the Board of Directors.
17. **MEMBERS ASSUME FULL RISK OF LOSS AND RESPONSIBILITY FOR DAMAGE TO THEIR HEALTH.**