

RULES AND REGULATIONS

Amended January 2025

BEAR TRAP DUNES GOLF CLUB

RULES AND REGULATIONS

It is the intent of the management of Bear rap Dunes Golf Club to limit the rules and regulations to a minimum required for the mutual enjoyment of the game by all its members and other users of the Bear Trap Dunes Golf Club facilities. Club management and staff have full responsibility for such facilities and the final authority regarding the interpretation or enforcement of the following rules and regulations.

Bear Trap Partners L.L.C., a Delaware limited liability company, doing business as Bear Trap Dunes Golf Club (the "Club") owns the facilities provided at Bear Trap Dunes Golf Club and Troon will manage and operate the facilities.

GOLF POLICIES

General Golf Information

- 1. In the best interest of all, players should play without delay. Overall play will be monitored by recording the time leaving the first tee and the time finishing the eighteenth green. The par is four hours and twenty minutes or finishing ten minutes behind the group in front.
- 2. Groups of more than four are not permitted without permission from the Golf Professional. Groups of less than four will be permitted, however, the Golf Professional reserves the right to pair these groups together to make foursomes.
- 3. The Club may close the golf course to general play at its discretion 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.
- 4. Jogging, bicycling, skateboarding, rollerblading or recreational walking is not permitted on the golf course at any time.
- 5. Golf lockers and bag storage are available to members on a first-come-first served annual basis, payable in advance. Lockers are rented through the Membership Office, billed to the member's Club account, and non-refundable. Please contact the Director of Membership for details.

Tee Times

- 1. Tee-times are required for each round to control play. Members will be able to reserve tee times in the "Member Only" blocks 21 days in advance for all members to have equal opportunity to reserve their desired tee time. Club management shall have sole discretion in creating "Member Only" tee time blocks. Members tee times will be reserved through your membership number. Please have it available when making your reservation.
- 2. General Public tee times will be able to be reserved 14 days in advance.

Blocks of tee times are reserved exclusively for members at various time intervals during the season.

- 3. All group booking of tee times need to be approved by Head Professional.
- 4. November from March is out of Season we will be limiting the ability to book to one time per member.
- 5. Punch Cards We will continue to utilize the punch card system in season. Meaning the ability to accumulate "punches" will not be allowed November 1 to April 15th.
- 6. "Member Only" tee times that have not been reserved by members in member blocks will become available for non-member use 48 hours in advance.
- 7. Members may not make tee times in the "Public Only" block.

Check In Procedure

1. All players are required to check in at the Golf Shop before each round of golf.

Walking Policy

1. As a rule, members will be permitted to walk the golf course at any time; however, the Club reserves the right to alter this policy from time to time as necessitated by special events and tournaments and will be determined by the Head Golf Professional.

Golf Carts

- 1. No golf carts other than those provided by The Club may be used at the Golf Course.
- 2. Golf carts may be restricted to cart paths at the discretion of the Golf Course Superintendent during inclement weather and/or critical maintenance time periods. Everyone must comply with this restriction during these situations.
- 3. Golf carts are always restricted to cart paths around tees and greens.
- 4. Only two golf carts are allowed per tee time.
- 5. Golf cart operators are required to have a valid driver's license.
- 6. Only two riders per golf cart.
- 7. Operation of a golf cart is at risk for the operator. The cost of repair to a golf cart which is damaged shall be charged to the person who is responsible for such damage. All people using a golf cart shall be held fully responsible for all damage, 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 Bear Trap Dunes Golf Club for all damages the Club or the operator may sustain by reason of misuse. All members shall be responsible for any damage caused by their immediate families and/or guests.

Practice Range

- 1. The use of the practice range is included in your annual membership dues.
- 2. The practice hours of operation are the same as at the Golf Shop, except during weekly routine maintenance between 10-Noon on Tuesday.

Rain Check Policy

- 1. In case of inclement weather, members will receive a rain check for either 9-holes or 18-holes based on the completion of four holes or less on a per nine bases.
- 2. Players will be required to check with the Golf Shop at time of play for the issuing of rain checks.

Dress Code

- 1. Bermuda shorts are permissible.
- 2. Gym shorts, short shorts, and jeans are not allowed.
- 3. Men's shirts must have collars and sleeves.
- 4. T-shirts and tank tops are not allowed on the course.
- 5. Only athletic shoes are allowed.

Handicaps

- 1. Handicaps are computed under the supervision of the Golf Professional in accordance with the current International Handicap System and are available upon request.
- 2. Contact the Golf Professionals for details and cost.

Lessons And Clinics

1. Lessons and clinics for members are available by our Golf Professionals. Please contact our Golf Shop for details regarding cost and availability.

Junior Golf

- 1. Junior golfer is defined as an individual under sixteen (16) years of age. For a junior golfer to play on his or her own or reserve their own tee time (after 1:00 p.m.), the individual must be "certified" by a member of the Golf Professional staff. Certified juniors may play with an adult member at any time of the day while "uncertified" juniors must always be accompanied by an adult and can only play after 1:00 p.m.
- 2. Junior golfers are eligible to walk as stated in the Member's Walking Policy.
- 3. Junior golfers are required to check in with the Golf Shop before teeing off.

4. The Junior Program includes clinics, play days and tournaments.

GENERAL POLICIES

General Rules

- 1. Members and their guests shall abide by all rules and regulations adopted by the Club as they may be amended from time to time. Any member or guest will be asked to leave the Club premises for failure to abide by such rules and regulations.
- 2. The Club Facilities shall be open on the days and during the hours as may be established by the Club in its sole discretion. Areas of Bear Trap Dunes Golf Club may also be closed from time to time for promotional events, scheduled maintenance and repairs. Certain areas of the Bear Trap Dunes Golf Club may be designated as "member only" facilities.
- 3. Commercial advertisements shall not be posted or circulated in Bear Trap Dunes Golf Club nor shall solicitations of any kind be made on the Club premises or upon the Club's stationery without the prior written approval of the Club.
- 4. Firearms and all other weapons of any kind are not permitted on the Club premises at any time.
- 5. All users of the Club Facilities (as defined in the Bear Trap Dunes Golf Club Plan for the Offering of Memberships (as amended from time to time, the "Plan")) shall comport themselves in a non-violent, non-aggressive, reasonable manner while present on the Club premises. Users may not abuse, verbally or otherwise, anyone present on the Club premises, including staff working at the premises. All persons working at the Club premises shall be under the supervision of the Club or Club management personnel, and no user of the Club Facilities shall reprimand or seek to discipline any worker, nor shall a user request a worker to leave the Club premises for any reason. Any worker not rendering courteous and prompt service should be reported to Club management personnel immediately.
- 6. Members and other users of the Club Facilities shall comply with all posted rules and regulations at the Club premises.

Guest Privileges

- 1. Guest privileges may be extended under the rules established by the Club from time to time.
- 2. 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.
- 3. The Club shall establish from time to time the rate of daily guest fees, charges and the rules and regulations for use of the Club Facilities by guests.
- 4. The Club reserves the right to limit the number of guests that accompany a member on any given day or over the course of a membership year or a portion thereof, limit

the number of times a particular person can visit the Club Facilities over the course of a membership year as a guest, as well as limit the times of day guests are permitted to use the Club Facilities or portions thereof.

4. Guest privileges may be denied, withdrawn or revoked at any time for reasons considered sufficient by the Club, in its sole and absolute discretion.

Daily Fee Guests

- 1. A daily fee golfer shall be permitted to use the golf and clubhouse facilities, except for those areas that may be designated as "member only" facilities and during those times when the facilities are reserved for member-use only, promotional events, or scheduled maintenance and repairs as established from time to time by the Club.
- 2. Daily fee golfers shall be required to pay the applicable guest charges and use fees determined from time to time by the Club.
- 3. Daily fee golfers will always be subject to the rules established by the Club from time to time.

MEMBERSHIP POLICIES

Membership Accounting Procedures

- 1. Membership dues may be paid annually in advance or in two equal installments as determined by the Club. Full payment or the first half payment of the membership dues is due by March 20th. The final payment is due by May 20th. Any lapse of payment will result in interest charges of 1.5% per month. Dues prorating is available for first time members only
- 2. Monthly statements will be closed on the last day of each month and will normally be distributed to the members of the Club within five days. All statements are due and payable upon receipt and in no event later than the 20th day of the month in which the statement was distributed. A late charge of 1.5% per month will automatically be posted on the unpaid balance if the statement is not paid in full on the 20th day of the month. Past due bills may be charged a reinstatement fee at the discretion of the Club to reactivate an account once it is deemed delinquent. Payment must be made by ACH, check or major credit card accepted by the Club.
- 3. All questions regarding any charges on your account should be directed to the Accounting 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. Members and their families must always have their membership card with them while using the facilities of the Bear Trap Dunes Golf 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 members 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 as determined by the Club from time to time.
- 5. A member is entitled to credit and charge privileges at Bear Trap Dunes Golf Club so long as his or her membership is in good standing. Juniors or dependents will be given charge privileges at the request of their parents only. Payment of fees is the sole responsibility of the parent.
- 6. To receive discounts on food, beverage, merchandise and services of the Bear Trap Dunes Golf Club, the items in question **must be charged to the member's club** account and is due in full upon receipt.
- 7. If a member fails to pay for any club account by the 20th day of the month, the Club shall have the right to suspend membership privileges in the Bear Trap Dunes Golf Club at any time until the delinquent account is paid in full. Continued delinquency for a period of 30 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 Bear Trap Dunes Golf Club.
- 8. If payment in full, including any reinstatement fees owed by a member, is received prior to the Club's terminating membership, the member making payments shall be reinstated as a member in good standing.
- 9. 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 judgement 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. Notwithstanding the foregoing, if the Club retains legal counsel to pursue collection of a delinquent account, but which does not include commencement of a legal action related thereto, the member in question shall be liable for reasonable attorneys' fees and expenses incurred by the Club in this regard.
- 10. To protect members from improper charges and/or receive discounts, membership cards must be presented at the point of sale for all transactions.
- 11. Members may be offered discounts, as announced from time to time, on food and merchandise purchases at the Club's facilities. To be eligible for such discounts, all purchases must be made on the member's membership account.

Resignation, Suspension and Termination of Membership

- 1. A member may resign their membership by delivering written notice of resignation to the Membership Office. Resignation shall be effective 60 days after the date the Club receives the written notice, provided the member is in good standing at that time. Notwithstanding any resignation, suspension or termination of membership, the member and his or her spouse shall remain liable for any amount unpaid on the member's club account, including, membership dues, as well as fees and charges.
- 2. Membership may be suspended or terminated by the Club, in the sole judgement of the Club, if 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, sexual harassment, conduct unbecoming a member, deportment or appearance.
 - d) fails to pay any amount owed to the Club in a proper and timely manner.
 - e) fails to abide by these Rules and Regulations or the Plan.
 - f) treats the personnel or employees of the Club in an unreasonable or abusive manner.
 - g) fails in, or refrains from, any other conduct or obligation determined by the Club as appropriate for suspension or termination of membership.

However, in no event shall the Club discriminate against any individual because of the individual's race, color, religion, sex, national origin, age, handicap or marital status.

- 3. The Club may at any time and from time to time restrict or suspend, for the cause or causes described in the preceding paragraph, any member's right 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 admission payment, dues, fees or any other charges. During the restriction or suspension, dues, fees and other charges shall continue to accrue and shall be paid in full prior to the member being reinstated as a member in good standing.
- 4. People who previously had membership privileges terminated for failure to pay the applicable membership admission payment, dues, fees and other charges shall only be entitled to membership privileges upon the terms and conditions established by the Club, which may include, without limitation, payment of membership initiation fees and the payment of annual membership dues in advance.
- 5. Any member of the Club who has had membership privileges terminated for any reason other than the failure to meet eligibility for membership shall only be eligible for membership or permitted to use the Club Facilities at the discretion of the Club.

- 6. A member shall be notified of any proposed disciplinary action and shall be given an opportunity to be heard to show why the member should not be disciplined in accordance with these Rules and Regulations. If the member desires to be heard, the member must provide a written request for a hearing to the General Manager within ten days after the date of the Club's notice to the member of the proposed action. Upon receipt of the written request for a hearing, the Club shall set a time and date for such hearing, which shall in no event be less than ten days after such request. The procedures set forth in this paragraph shall not restrict the Club's right to suspend a member's privileges or expel a member due to delinquent amounts owing by such member. In addition, the Club can take immediate disciplinary action if the conduct of such member or other user of the Club Facilities consists of violent or threatening behavior or conduct otherwise endangering the health, safety or well-being of any person or property, other conduct which in the Club's discretion warrants a suspension or expulsion in advance of a hearing, or in the case of a repeat violation of a provision of these Rules and Regulations by such member or user within one year after the Club has given written notice to such member that repeated violation of such provision may result in the immediate suspension or expulsion of the member without an opportunity for a hearing.
- 7. In the case of termination of a membership which has a refund right following resignation, the membership will be deemed to have been resigned upon termination with no further use privileges permitted and shall be refunded in accordance with the member's Plan for the Offering of Memberships.

Loss or Destruction of Property, Instances of Personal Injury or Liability of The Company

- 1. Each member as a condition of membership, and each guest as a condition of invitation to use Club Facilities, assumes sole responsibility for their property. The Club shall not be responsible for any loss or damage to any private property used or stored on the Club Facilities.
- 2. Property or furniture belonging to the Club shall not be removed from the room in which it is placed or from the Club Facilities, without proper 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 family member or guest. The cost of any damage shall be charged to the 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, appliances, facility, privilege or service whatsoever owned, leased or operated by the Club, including without limitation, the use of golf carts, or who engages in any contest, game, function, exercise, competition or other activity operated, organized, arranged or sponsored by the Club, either on or off the Club premises, shall do so at their own risk. Members and designees shall hold Bear Trap Partners L.L.C., any manager of the Club Facilities, and their related entities and affiliates, and their respective owners, directors, officers, partners, shareholders, managers, members, employees, agents, and members of the Advisory Board of Governors of the Bear Trap Dunes Golf Club (collectively, the "Indemnified Parties") harmless from any and all loss, cost, claim, injury, damage or liability sustained or incurred by the member, family member, guest, or other person resulting therefrom and/or from any act or omission of any of the Indemnified Parties. Any member or designee shall have, owe and perform the same obligation to the Indemnified Parties

hereunder in respect to any such loss, cost, claim, injury, damage or liability sustained or incurred by any family member or guest of the member or designee.

4. Should any member, designee, family member and/or guest bring suit against any of the Indemnified Parties for any claim or matter and fail to obtain judgement therein against any of the Indemnified Parties named in the action, the member, designee, family member and/or guest shall be liable to them for all costs and expenses incurred by them in the defense of such suit, including reasonable attorney's fees and expenses (including fees and expenses required in connection with appellate proceedings).

Mailing Addresses

- 1. Each member shall be responsible for keeping the Club notified in writing of the current mailing address, telephone number and e-mail address of such member from time to time. All monthly statements, notices, and other correspondence from the Club will be directed to such mailing address. A member shall be deemed to have received each mailing from the Club on the earlier of actual receipt or seven days after deposit in the U.S. Mail with correct address and proper first-class postage. If at any time the Club has not received the current mailing address or e-mail address of a member, any mailing from the Club may, with the same effect described above, be addressed to the address that the Club believes is the is most likely to result in delivery to such member. Some or all communications from the Club can be sent by e-mail in the Club's discretion or by posting at the member page on the Bear Trap Dunes Golf Club website.
- 2. Failure to keep the Club apprised of the member's current mailing address, telephone number and e-mail address shall constitute a waiver of the right to receive notices, bulletins and any other communications, and a violation of these Rules and Regulations.

These Rules and Regulations of Bear Trap Dunes Golf Club were last amended January 2025 and are subject to further amendment and modification from time to time by the Club, in its sole discretion.