



Rules and Regulations for Legacy Members (June 2023)

These Rules and Regulations for Legacy Members (“Regulations”) are adopted by Point Charlotte, LLC, a Florida limited liability company (the “Club Owner”), as owner of Aileron Golf Club (the “Club”), pursuant to the Legacy Member Application and Agreement for Qualifying Former Equity Members, as amended (the “Legacy Member Agreement”) with each Legacy Member. Capitalized terms that are not defined in these Regulations shall have the meanings established under the Legacy Member Agreement.

The Club Owner has acquired the Club to operate as an amenity for guests of the Sunseeker Resort Charlotte Harbor (the “Resort”) and the Club no longer operates as a private club. These Regulations set forth rules and requirements for access to and use of the Club by those Legacy Members of Kingsway Country Club who have entered into Legacy Member Agreements with the Club Owner.

These Regulations shall not override or vary the terms of the Legacy Member Agreement which provide that each Legacy Member agrees to be bound by any additional policies, procedures, rules, regulations and programs adopted by the Club Owner that are not directly contrary to the express provisions thereof. These Regulations are subject to amendment, modification, repeal or change from time to time in the sole discretion of the Club Owner at any time, with or without notice. The Club Owner, the general manager of the Club or his designee (together, the “Club Manager”) and their respective designees shall have complete charge and control over the Club property and all Club facilities without limitation.

1. **Entrance.** All access to the Club shall be for permitted purposes only and shall be exclusively through the designated Club entrance. No access through the golf course, surrounding neighborhood or adjacent properties is permitted under any circumstances.

2. **Permitted Access.** Legacy Members and permitted guests may access the Club only in connection with a scheduled tee-time, lesson, restaurant reservation or other activity or event that is scheduled in advance with the Club.

3. Guests. Each Legacy Member may be accompanied by up to three (3) guests per golf round and up to three (3) guests for restaurant dining. All guests must be identified at the time of each tee-time booking or dining reservation.

4. Group Events. No personal or group events, tournaments, receptions, parties, celebrations or similar gatherings may be conducted on Club property except (i) as permitted by the Club Manager and (ii) reserved through the Club or Resort group booking process. No card games, board games, raffles, drawings or similar activities shall be conducted in the clubhouse or on Club property at any time.

5. Tee-Times. All tee-times must be booked in advance through the Club reservation system as designated and maintained by the Club from time to time. The booking window for Legacy Member tee-times shall initially be no more than seven (7) days in advance of the desired tee-time and is subject to change at any time in the sole discretion of the Club Manager. The Club Manager shall maintain exclusive control over tee-time bookings and may designate, without limitation, regular and special blackout dates and times for Resort guests, events during which Legacy Member tee-times will not be available, and limits on the number of tee time reservations that may be held at one time. The Club Manager shall have the right to reschedule tee-times based on established practice and the needs of the Resort. No tee-time shall permit any Legacy Member to play more than 18 holes of golf.

6. Cart Fees. Pursuant to the Legacy Member Agreement, commencing in Membership Year 3, the Club will impose a cart fee of \$20 per round per player. As an alternative to paying cart fees on a per round basis, a Legacy Member may elect to prepay, by credit card, all cart fees during a month for a fixed fee of \$200 per month, payable in advance no later than the 15th day of the preceding month.

7. Dues, Fees and Charges. Dues shall be payable in accordance with the Legacy Member Agreement for the term required thereunder. All fees and charges to Legacy Members for use of golf facilities as and when applicable shall be as provided under the Legacy Member Agreement. Fees for guests shall be established by the Club Owner from time to time. The Club will not extend credit to Legacy Members. All fees and charges for Legacy Members and their permitted guests (including merchandise and food and beverage charges) shall be paid by the Legacy Member by credit card at the time of each transaction. Cancellations or reduction of number of reserved players made less than 72 hours before a scheduled tee time may be subject to full charge in accordance with the Club's cancellation policies as established from time to time.

8. Club Facilities. Practice facilities are available for use at the time of a scheduled golf round or golf lesson only. The locker room and lockers are available for day use only in connection with a scheduled round of golf. No specific locker will be assigned to any Legacy Member. Club golf carts are available for use in connection with a scheduled round of golf only. Only Club golf carts may be utilized on the Club property. The use or operation of bicycles, scooters, personal golf carts, mopeds, motorcycles, skateboards or other conveyances on Club property is prohibited. No golf club or other storage is available for Legacy Members. Legacy

Members and their family members and guests shall leave no personal property unattended on Club property at any time.

9. General Rules.

a. Legacy Members, and their family members and guests, shall at all times conduct themselves in an orderly and courteous fashion as ladies and gentlemen so as to create a peaceful, hospitable and welcoming environment for one another and for all Resort guests

b. Legacy Members, and their family members and guests, will be responsible for any misuse of or damage to Club property. Willful or careless damage to Club property may also subject a Legacy Member to disciplinary action hereunder.

c. No Legacy Member shall reprimand any employee of the Club. Any employee related complaints will be made in writing to the Club Manager giving the name of the employee, the date, the subject matter of the complaint and the name of the complaining Legacy Member.

d. No Legacy Member or guest may bring outside food or beverages (including alcoholic beverages) onto the Club property at any time.

e. All activities in the clubhouse shall be limited to public areas. No Legacy Member shall access private or back of the house areas of the clubhouse or other facilities on the Club property.

f. All Legacy Members must observe the following dress code when on Club property:

i. Gentlemen's shirts shall have a collar, turtleneck, or mock turtle (no less than one inch in height), with no less than quarter length sleeves. Golf slacks or Bermuda length shorts are permitted. The bill of hats, caps and visors must be worn facing forward;

ii. Women may wear appropriate tops, dresses, skirts, skorts, slacks, Capri-style pants, Bermuda walking shorts or culottes. Appropriate tops do not include halter tops, bathing suits or tank tops;

iii. The following clothing items are considered inappropriate attire and will not be permitted: anything made from denim, jeans, cut-off shorts, short shorts, cargo shorts, bathing suits, tank tops, t-shirts, jogging attire, and crocs or similar footwear, metal spiked shoes;

iv. Soft spikes or spikeless golf shoes are required on the golf course and practice areas. Shoes or sandals must be worn at all times outside of locker rooms.

g. Subscriptions, petitions, handbills, posters and notices shall not be distributed or posted on any Club property without prior written consent of the Club Manager.

h. Smoking, including the use of E-cigarette and Vape devices, is prohibited inside of and within 100 feet of all buildings and common areas (including but not limited to cart staging, driving range, practice greens and short game areas).

i. Harming, harassment and feeding of wildlife, fishing, hunting and the discharge of firearms, BB or pellet guns on Club property is strictly prohibited.

j. Legacy Members are responsible for their own conduct and for the conduct of their family members and guests on Club property. Any Legacy Member whose conduct (or that of a family member or guest) is determined by the Club Manager, in the Club Manager's sole discretion, to detract from or endanger the welfare, safety, harmony or good reputation of the Club, or that is illegal or otherwise improper, may be subject to discipline under Section 8 hereof. The Club Manager shall be the sole judge of what constitutes improper conduct, but improper conduct will include, by way of example and without limitation: (i) failure to pay dues or other charges when due; (ii) submitting false information or any false statement to the Club or the Club Manager, (iii) failing to abide by the rules and regulations as set forth herein and as established by the Club Owner or Club Manager from time to time, (iv) excessive or repeat intoxication, (v) abuse, harassment or intimidation of Club employees, Resort guests or other Legacy Members through physical force, un-sportsmanlike conduct, profanity, unwanted advances, or denigration, and (vi) any other conduct which, in the sole discretion of the Club Manager is incompatible with good order and the high standards of the Club and the Resort.

10. Golf Course Rules.

a. Advance reservations are required for all play and for all use of golf, dining, practice and other Club facilities.

b. Upon arrival for a reserved activity, all Legacy Members and guests are required to register in the clubhouse prior to commencement of play or use of Club facilities.

c. The Club Manager or the Club Manager's designee is in complete charge of the golf course and is responsible for enforcing all rules, regulations and policies.

d. Groups larger than a foursome are prohibited without the express permission of the Club Manager or the Club Manager's designee.

e. All golfers must maintain a reasonable rate of play, and when unable to do so, must give way to faster players. In the event, slow play is impacting faster groups – players that are out of position may be required to skip ahead and will be escorted into an appropriate position.

f. Club golf carts are required when playing golf. Anyone operating a golf cart must have a valid and unrestricted driver's license. No more than two (2) persons and two (2) golf bags are permitted in a single golf cart. Carts must follow established paths and marked routes around the golf course. When playing golf, each golfer must have his/her own golf bag and own set of golf clubs. Carts may not be driven on tees, greens, slopes of greens or other designated areas. All golfers must follow course and condition specific requirements for use of golf carts.

g. "Ball-hawking" is prohibited at all times.

h. No games prejudicial to good order and interest of the Club, will be permitted on any part of the Club property. All games or competitions involving more than one foursome must be approved in advance by the Club Manager and such approval may be withheld by the Club Manager in the sole discretion of the Club Manager.

i. Walking, jogging, riding bicycles and other entry onto the golf course, except in connection with a scheduled round of golf, is prohibited at all times.

11. Discipline. The Club Manager will have full power and authority to reprimand, place on probation, suspend or terminate any Legacy Member. The Club Manager may take any other appropriate action with respect to any conduct which, in the sole discretion and judgment of the Club Manager, is detrimental to good order or the high standards for operation and management of the Club including, without limitation, the following: reprimand, probation, suspension or termination of a Legacy Member's membership and associated privileges, each of which may be undertaken following such consultation, if any, as the Club Manager shall solely determine. The implementation of any suspension, or probation shall not abate a Legacy Member's obligation to make full payment of any dues payable during any period of suspension or probation.

12. Additional Provisions. These Regulations shall not constitute a contract with any party and shall not create any right in any party other than the Club Owner. The Club Owner and the Club Manager shall be the sole interpreters of these Regulations and their meaning and intent. The Club Owner and the Club Manager may repeal, amend or modify these Regulations (including without limitation guest fees and policies), in whole or in part, at any time and from time to time in their sole discretion.