

**CHAPTER I
OF THE RULES OF THE
STONEBROOK
COMMUNITY DEVELOPMENT DISTRICT
RELATIVE TO REGULATIONS,
INCLUDING RATES, FEES AND CHARGES
FOR ITS GOLF CLUB**

1.01 PURPOSE. The purpose of this rule is to establish comprehensive regulations pertaining to the Stoneybrook Golf Club; providing for rates, fees and charges governing the use of the Golf Club within the Stoneybrook Community Development District, and providing an effective date.

It is the intent of the District to limit these rules and regulations so that everyone will obtain maximum use and enjoyment of the facilities. Enforcement of these rules and regulations will primarily be placed in the hands of a carefully selected staff, whose principal responsibility is to assure all the courtesies, comforts and services to which patrons of the Golf Club are entitled. It is the duty of those using facilities to know its rules and regulations and to cooperate with the staff in the enforcement thereof.

1.02 STONEYBROOK RESIDENT DEFINITIONS. For purposes of the foregoing rates, a resident shall be defined as follows:

(a) any person owning property within the District and family members of said person residing within the household, shall be considered residents for purposes of the attached Golf Club rates, fees and charges; or

(b) any person or corporate or business entity owning nonresidential property within the District shall be considered a resident for purposes of the attached rates, fees and charges. Said person or corporate or business entity may designate for resident status, corporate employees, officers, or directors or whomever else the corporation or other owner of nonresidential property shall designate as eligible for use of the resident status; or

(c) any owner, and his/her family, of property within the District who leases such property to another person or entity may be considered a resident during the term of the lease; however, the resident status of the owner, and his/her family, may be transferred to the tenant for the term of the lease at the option of the owner, and shall revert to the owner at the expiration of said term.

(d) The District may require sufficient proof of resident status from those persons seeking to utilize Golf Club facilities at the resident rates.

Manager - The District Manager, or his designee, of the Stoneybrook Community Development District or his designee.

Management Company - Stoneybrook Golf Management, LLC, its successors or assigns.

Leaseholders -

(a) Persons and their families residing in residential property in the District under a leasehold interest of any kind, nature or term, may hold the resident status of the owner of the property during the term of the lease. The resident status shall revert to the owner of the property at the expiration of the lease. The owner may transfer his/her and his/her family's resident status to his/her tenant(s) by notifying the Golf Club in writing of such a transfer pursuant to a lease and the term of the transfer. If no such transfer is made in accordance with the above procedures, the tenant will not be considered a resident for purposes of the Golf Club rates, fees and charges.

(b) Commercial or business entities having their place of business or any office for the conducting of business on property within the District under a leasehold interest of any kind, nature or term may hold all or a portion of the resident status of the owner of the property for the term of the lease. Upon expiration of the lease, the resident status shall revert to the owner of the property within the District. The owner may transfer his/her and his/her family's resident status to his/her tenant(s) by notifying the Golf Club in writing of such a transfer pursuant to a lease and the term of the transfer. If no such transfer is made in accordance with the above procedures, the tenant will not be considered a resident for purposes of the Golf Club rates, fees and charges.

Seasons - Winter rates, fees and charges shall be in effect at times and dates as determined from time to time by the Manager. Summer rates shall be in effect at times and dates as determined from time to time by Manager. The Manager is hereby provided with the authority to shorten or extend each Season, as the Manager deems appropriate, by up to four weeks at any time during the District's Fiscal Year in order to promote the use and enjoyment of the facilities.

1.03 SERVICE.

(a) Slow, unsatisfactory, improper service or any inattention to duty should be reported immediately to the manager on duty. Complaints of all deficiencies in service will receive the immediate attention of the Management Company.

(b) Suggestions or concerns relating to the club facilities or services should be brought to the attention of the Management Company.

1.04 MANAGEMENT COMPANY PERSONNEL AT THE CLUB.

(a) Patrons of the Club are to be respectful of club personnel.

(b) Serious complaints regarding specific personnel should be made in writing addressed to the Management Company who will notify the District Manager and the complaining patron of the corrective action, if any, that was taken.

1.05 USE OF THE CLUB.

(a) Patrons of the club shall at all times conduct themselves in an orderly manner.

(b) Proper attire is to be worn at all times in accordance with acceptable practice for the particular area of the club.

(c) The hours of operation of the various club facilities shall be determined by the Management Company and may be adjusted seasonally as patron usage dictates.

(d) Gambling is not permitted in the clubhouse in accordance with state liquor law regulations.

(e) Subscriptions, petitions, or notices not concerning club affairs shall not be distributed or posted on any club property without prior approval of the Management Company.

(f) Parents are responsible for the conduct of their children at all times.

(g) The cost of replacing any property of the club, broken, damaged or removed by a patron or any member of their family will be the expense of the patron.

(h) No food or beverage shall be brought into the clubhouse or consumed on club premises unless purchased from the club.

(i) All decorations for private parties, other than table centerpieces, must have the approval of the Management Company.

(j) Animals are not permitted in the clubhouse or on the golf course.

(k) The parking areas are marked in a manner, which permits maximum use with a minimum of inconvenience. Anyone found parking improperly will be warned, but repeated infractions will result in the removal of the offending vehicle at the owner's expense.

(l) Personal property should not be left unattended on club property. The club is not responsible for damaged, lost or stolen property.

1.06 DRIVING RANGE.

Practice balls will be available at the driving range during normal operating hours.

1.07 GOLF COURSE RULES.

In setting these rules for the use of golf course, the District is in no way attempting to restrict the enjoyment obtained from playing the course. It is, however, necessary to follow certain procedures to ensure maximum enjoyment and safety to all golfers. It is hoped that pride in the club together with the thoughtfulness and consideration the Club affords our fellow golfers, will make enforcement of any rules unnecessary.

- (a) The rules of golf of the United States Golf Association (USGA) govern play.
- (b) The use of the golf course is managed by the Management Company and is supervised by the head golf professional.
- (c) All players must register before playing at the golf shop, or such other location, as determined by the golf course.
- (d) The golf professional and golf course superintendent shall determine when the course conditions prohibit play.
- (e) All play must start on designated Number 1 tee, unless otherwise directed by the golf shop staff.
- (f) No more than four players per group are permitted, unless authorized by the golf shop staff.
- (g) Practice golf activities shall be limited to those areas of the golf course designated for such activities. Practice is prohibited to, or on, regular greens and fairways of the golf course.
- (h) The head golf professional, after consultation with the Management Company, may establish certain days and times during which the course shall be reserved for men's and women's golf days and special events.
- (i) All paper, bottles, cans and other trash should be placed in your golf bag or cart until you reach a trash receptacle.
- (j) Each player must have a set of clubs and golf bag when playing the course.
- (k) No coolers are allowed on the golf course unless supplied by the Club.
- (l) Ball hawking is not permitted at any time.
- (m) Damage to any private property, outside the boundaries of the golf course, caused purposely or by accident, shall be the responsibility of the person causing the damage.

1.08 ELECTRIC GOLF CART OPERATION.

- (a) Individuals operating electric carts must have a valid driver's license.
- (b) Golf carts are restricted to two riders and two bags.
- (c) During normal operating conditions, the 90-degree rule is always in effect. Carts are to remain on cart paths until reaching a point adjacent to where the ball lies. At that point, carts may be driven across the fairway directly to the ball and should return to the cart path on the same line after the shot has been played.
- (d) During wet periods, the yellow stake may be replaced with a red stake on all or some holes which indicates carts are to remain on cart paths for that hole.
- (e) Carts are never permitted on the shoulder or surface of any tee, green, or bunker. The ropes indicate areas the superintendent restricts cart traffic.
- (f) The golf professional and golf course superintendent shall determine when golf cart operation is prohibited or restricted to paths only.
- (g) No personal golf carts are permitted on the golf course at any time.
- (h) Carts must remain on the cart path on par 3's at all times.
- (i) The driver of the cart always assumes responsibility for returning the cart in the same condition. The driver is also responsible for any damage that occurs through operation of the vehicle.

1.09 GOLF COURSE AND DRIVING RANGE DRESS CODE.

- (a) Golfer must wear proper golf attire at all times.
- (b) Men cannot wear jeans, bathing attire, T-shirts, shirts without collars, gym shorts, tank tops, mesh shirts, cut-offs, tennis shorts and shorts that are not less than 17 inches long on the outseam.
- (c) Ladies cannot wear jeans, bathing attire, T-shirts, gym shorts, coaching shorts, tank tops, tube or halter tops, mesh shirts, cut-offs, short shorts, tennis skirts or shorts that are not less than 17 inches long on the outseam. Dress shirts without collars are permitted; however, shirts must have a collar if they do not have sleeves.
- (d) Juniors - normal junior sportswear, which means shirts with a collar, decent length slacks or skirts, no cut-offs or jeans.

Anyone not conforming to the dress code outlined above will be asked to change before he or she will be allowed to play golf or use the golf driving range.

1.10 TEE TIME POLICIES.

The following policies are not meant to limit or restrict enjoyment of the golf course, but to provide an equitable and enjoyable opportunity for golf.

- (a) Tee times will be made by phone or walk-in.
- (b) Tee times for residents of Stoneybrook Residents can be made up to 10 days in advance.
- (c) Any outing or charity may book tournaments in advance, as noted herein.
- (d) All travel or tourist related industries or individuals may book tee-times 60 days in advance.
- (e) General public will be allowed to book tee-times 7 days in advance.
- (f) Notice of cancellation should be given at least twenty-four hours prior to tee-time. Anyone found not giving adequate notice of cancellation may have their golfing privileges suspended.
- (g) Players must be ready to commence play at the time established by their starting time or lose their starting time. In the event of such loss, the players may not commence play until authorized by the golf shop staff.

1.11 JUNIOR PLAY.

- (a) Children, under the age of 13, who reside with their parents are entitled to the same privileges as their parents.
- (b) Juniors, under 13 years of age, must be accompanied by an adult golfing member.
- (c) The head golf professional may waive playing restrictions for juniors provided they are able to assure the golf professional that they have an adequate knowledge of golf rules and golf etiquette.

1.12 GOLF COURTESY AND ETIQUETTE.

Golf is a game where courtesy and etiquette should always be observed. The following policies should be strictly adhered to for the maximum enjoyment of everyone using the golf course.

- (a) Please repair ball marks on greens and replace divots in fairways.
- (b) Please rake your tracks before leaving a sand bunker.

(c) After finishing a hole, place the flag in the hole and leave the green area immediately. Proceed to the next tee, do not remain parked along the side of the green; mark your scores at the next tee.

(d) Please be respectful of private property surrounding the golf course. Under no circumstances shall electric carts be driven on, or any shot played from, other than golf course property.

(e) Slow Play - Players are required to maintain a pace of play that keeps them up with the group in front of them. Rangers and/or pro shop staff consistently monitor the speed of play and are required to enforce the following policy for the pleasure and enjoyment of the entire field.

First Offense:

The group has fallen behind the group in front of them and has fallen behind the allotted time limit for their position on the course. The ranger will display a yellow flag, which indicates your group is out of position and that you need to catch up to the group in front.

Second Offense:

The group has not improved their position. The ranger will again display the yellow flag and approach the group and inform them of their second warning and that the next offense will be a red flag that will require them to skip an entire hole.

Third Offense:

The group has been warned properly and has not improved their position. The ranger will display the red flag and escort the group to the next hole.

(f) Non-experienced golfers are asked to refrain from playing during peak times of the day.

1.13 GOLF HANDICAPS.

A golf handicap service is provided for patrons for a yearly fee to be determined by the head golf professional.

(a) To establish an accurate and legitimate handicap, players are requested to post scores after each completed round of golf.

(b) To be eligible for tournament play, an authorized United States Golf Association (U.S.G.A.) handicap may be required as deemed necessary by the head golf professional.

1.14 BALL HAWKING POLICY PROCEDURE.

First Offense:

Request by Club Personnel to discontinue ball hawking.

Second Offense:

Letter from the Management Company quoting the Rules and Regulations and notify wrongdoer of future action if ball hawking continues.

Third Offense:

Suspension of golf privileges for a period of two (2) weeks.

Fourth Offense:

Length of suspension for use of all common areas will be determined by the District Manager.

1.15 DISCIPLINARY ACTION.

Because there are always a few individuals who will not always observe these rules, the following infractions will be brought to the attention of the Management Company for disciplinary action.

- (a) Repeated violation of club rules or knowingly violating a club rule.
- (b) Display of temper or other discourteous conduct resulting in damage to club property or physical damage.
- (c) Disrespect shown to club employees or fellow members, transferees, or guests.
- (d) Personal use of driving range balls on golf course.
- (e) Failure to register one or more guests when playing the golf course.
- (f) The Club reserves the right to immediately remove any person from club property who is violating club rules or is disrupting normal club operation.

1.16 PROMOTION SERVICES & PROFESSIONAL COURTESY, ETC.

1. PROFESSIONAL COURTESY

(a) Per industry standard, local Professional Golf Association (P.G.A.) professionals will be allowed to play the course free of charge on a space available basis. No advance tee time structure will apply.

(b) Per industry standard, local Golf Course Superintendents will be allowed to play the course free of charge on a space available basis. No advance tee time structure will apply.

(c) Local Superintendent chapters or P.G.A. sections may book advanced outings. (See fee structure for rates and time of year availability)

(d) Officials of other golf clubs will be allowed to play the course free of charge on a space available basis as per industry standard. No advance tee time structure will apply.

(e) The Manager of the District, members of the Board of Supervisors, Corporate officers of Stoneybrook Golf Management, LLC, and such other persons who are involved with the management, maintenance or operation of the Golf Course may periodically play the course without charges in order to inspect the Golf Course for playability.

2. PROMOTIONAL SERVICES

(a) Local Hotels and other Seasonal Travel Industries: The Head Golf Professional may issue a limited number of free play passes to members of those industries in order to promote the facility to their clients. Hotel Managers, Concierge, Bartenders, Travel Agents or any other person related to the travel industry may be afforded a pass in order to promote the golf course. Additionally, any travel-industry-related individual may be allowed 60-day advance tee-times for clients.

(b) The local sports media individuals may be issued free passes from the Head Golf Professional in order to promote the facility in the media.

(c) The Manager may offer a ten percent (10%) discount on green fees, cart fees and such other services provided by the Stoneybrook Golf Course in order to promote play at the golf course.

1.17 TOURNAMENT PLAY. Tournaments may not be scheduled more than (1) year prior to the desired date. The tournament fees imposed include the cost of mandatory electric car usage. Except for Club sponsored tournaments, no more than one (1) tournament per organization per twelve (12) month period may be scheduled and played. The scheduling of tournament play is subject to availability and is in the sole discretion of the Management Company after consideration is given to such factors as season, level of play expected, and other relevant golf Club operational considerations. A deposit equal to ten percent (10%) of the total tournament fee may be required no later than three (3) weeks in advance of the scheduled tournament, at the discretion of the Management Company.

1.18 LEAGUE PLAY. The Stoneybrook Golf Club may be available for league play in the discretion of the Management Company, who shall be responsible for league scheduling. In scheduling such leagues, the Management Company shall consider such factors as season, level of play expected, and other relevant golf Club operational considerations. Leagues may be scheduled no sooner than twelve (12) months prior to league play beginning and for a duration of no longer than twelve (12) months. Multiplay cards are not valid for league play. Twelve (12) month advance cards are not valid for league play. Tee time reservation rules shall not apply to league play.

1.19 RATE, FEE AND CHARGE SCHEDULE.

(a) The ranges of rates, fees and charges governing use of the Golf Club, as shown in Attachment "A", are hereby established as being in the best fiscal interest of the District. These rates, fees and charges will allow the District to recover the costs incurred in the operation of the Golf Club.

(b) Except as otherwise provided in subsection 2(e) rates, fees and charges in effect from time to time shall not exceed the bounds of the minimums and maximums shown on Attachment "A". Rates, fees and charges shall be reviewed and re-established periodically by the Board of Supervisors at a public hearing held after published notice.

(c) The Board generally will consider the following criteria or such other criteria as deemed appropriate in establishing the rates, fees and charges to be imposed under subsection (b):

1) the debt service obligations of the District for its Series 1998 Golf Course Revenue Bonds;

2) the working capital obligations of the District to the (name of obligator), or their successor in interest;

3) the subordinate lien note to U.S. Home Corporation in the initial amount of \$1,493,333.00.

4) the operating and maintenance expenses of the Golf Club including cost of salaries and benefits, contractual commitments with maintenance or other service providers, maintenance and repair of buildings, equipment, facilities and structures, utility expenses, proposed additions or improvements to the Golf Club, reserves for replacement, and legal, administrative and insurance costs incurred or projected to incur; and

5) the past and projected market share of the Golf Club in relation to competing Clubs;

6) past and projected numbers of golf rounds played at the Golf Club;

7) past and projected league and tournament activity;

8) Stoneybrook resident comments and suggestions

9) such other factors as the District deems appropriate, from time to time...

(d) The establishment of rates, fees and charges within these ranges must be accompanied by a finding that the aggregate revenues from the Club are expected to be at least sufficient to meet the aggregate costs of the Golf Club.

(e) The Board of Supervisors may establish, from time to time, such promotional rates, fees or charges (for example: "buy 2 rounds of golf and get the third round free") as it deems necessary in the best interest of the District, even if such rates, fees or charges shall be accompanied by a Board finding that the revenues expected from any such specific rate, fee or charge implemented will be greater than the revenues expected were the specific rates, fees or charges not implemented. Such promotional rates shall be established after a public hearing upon appropriate published notice.

1.20 USE OF MANAGEMENT COMPANY AND DISTRICT MANAGER. It is the intent of this Rule and any amendments thereto that the Management Company shall have the responsibility for the services outlined in the Agreement between the District and the Management Company. However, the Statute provides that the District Manager is the Chief Executive Officer of the District and the Management Company shall report directly to the District Manager who shall have full authority and control to implement the services for the Stoneybrook Golf Course.

1.21 USE OF MAY AND SHALL. The use of the word "may" in these rules shall connote permissive action, and the use of the word "shall" connotes mandatory action.

1.22 ATTORNEY'S FEES. In any action to enforce the provisions of this Rule, the District shall be entitled to recover its costs and attorney's fees, including any fees and costs on appeal.

1.23 EFFECTIVE DATE. This rule shall be effective as of August 1, 1999.

Specific Authority: Chapters 190.035 and 120.54, Florida Statutes

Law Implemented: Chapters 190.011, 190.012 and 190.035, Florida Statutes

History: New

History: New

STONEBROOK GOLF CLUB/FT. MYERS

1999

As of 1/14/99

	AM	PM			
		OPTION			
Price Range \$100/\$27					
JAN. - MARCH					
Public	\$55.00	\$45.00			
Junior (Under 13)	\$27.50	\$22.50			
		OUTINGS		CHARITY	
Price Range \$70/\$30					
16 - 32		\$50.00		\$50.00	
33 - 64		\$48.00		\$48.00	
65 - 144		\$45.00		\$40.00	
	AM	PM	TWILIGHT	9 HOLE	
			AFTER 3PM	AFTER 4PM	
Price Range \$100/\$27					
APRIL					
Public	\$35.00	\$27.00	\$18.00	\$12.00	
Junior (Under 13)	\$17.50	\$12.50	\$9.00	\$6.00	
		OUTINGS		CHARITY	
Price Range \$40/\$18					
16 - 32		\$32.00		\$32.00	
33 - 64		\$30.00		\$30.00	
65 - 144		\$27.00		\$20.00	
	AM	PM	TWILIGHT	9 HOLES	CARD
			AFTER 3PM	AFTER 4PM	OPTION
Price Range \$55/\$18					
MAY - OCT.					
Public	\$30.00	\$20.00	\$18.00	\$12.00	\$18.00
Junior (Under 13)	\$15.00	\$10.00	\$9.00	\$6.00	\$9.00
		OUTINGS		CHARITY	
Price Range \$35/\$18					
16 - 32		\$28.00		\$28.00	
33 - 64		\$26.00		\$24.00	
65 - 144		\$25.00		\$20.00	
	AM	PM	TWILIGHT	9 HOLE	
			AFTER 3PM	AFTER 4PM	
Price Range \$75/\$25					
NOV. - DEC.					
Public	\$45.00	\$35.00	\$20.00	\$14.00	
Junior (Under 13)	\$22.50	\$17.50	\$10.00	\$7.00	
		OUTINGS		CHARITY	
Price Range \$55/\$20					
16 - 32		42.00		42.00	
33 - 64		38.00		34.00	
65 - 144		35.00		25.00	
CONTRACTED GOLF BOOKING AGENCIES RECEIVE A 10% DISCOUNT.					
BLOCK PURCHASES AT OUTING RATES.					
NINE MONTH MEMBERSHIPS APRIL - DECEMBER (OPTIONAL) IF NEEDED.					\$450