EXHIBIT "G" TO THIS PROSPECTUS
TOWN CENTER

RULES AND REGULATIONS

The social, activity and entertainment facilities available at the Town Center are owned and operated by Bay Colony-Gateway, Inc. hereinafter referred to as the Town Center. It is the intention of the Town Center Owner (which for purposes herein shall be specifically deemed to include any manager of the facilities) to establish Rules and Regulations in a manner which promotes an atmosphere of enjoyment for all Resident Users and Non-Resident Users, guests, day guests, and others permitted to use the Town Center Facilities. The Town Center Owner may modify these Rules and Regulations, from time to time, as it deems necessary or desirable. Amendments and additions will be posted at the Town Center.

General Rules

1. The hours of operation of the Town Center Facilities will be established and published by the Town Center Owner from time to time.

2. No performance by entertainers will be permitted at the Town Center Facilities without the permission of the Town Center Owner.

3. Alcoholic beverages will not be served or sold, nor permitted to be consumed, on the Town Center Facilities 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 the State of Florida or sold for off-premise consumption. All alcoholic beverages consumed or otherwise possessed at the Town Center Facilities must be sold by and served by the Town Center Owner.

4. Except as permitted by the Town Center Owner, no commercial advertisements shall be posted or circulated on the Town Center Facilities nor shall solicitations of any kind be made on the Facilities.

5. Other than as permitted by the Town Center Owner, no petition shall be originated, solicited, circulated or posted within the Town Center Facilities.

6. Employees are not permitted to deliver food or liquor outside areas designated by the Town Center Owner.

7. All food and beverage consumed on the Town Center Facilities shall be furnished by or at the direction of the Town Center Owner.

8. Employees are not permitted to provide special services, outside of those normally provided by the Town Center Owner, to any User, guest or others permitted to use the Town Center while on Town Center property.

9. Dogs or other pets (with the exception of seeing eye dogs) are not permitted on the Town Center Facilities, except under special circumstances or where authorized by the Town Center Owner. Where dogs are permitted on the grounds, they must be kept on a leash at all times.

10. All complaints concerning normal operations of the Town Center Facilities, its employees and other matters are to be directed to Town Center Owner. All complaints must be made in writing and signed by the complainant.

11. It will be considered unbecoming conduct and shall be grounds for disciplinary action for any person to abuse any of the employees, verbally or otherwise. All service employees are under the ultimate supervision of the Town Center Owner and no person using the Town Center Facilities shall reprimand or discipline any employee for any reason. Any employee not rendering courteous and prompt service should be reported to Town Center Owner immediately.
12. Unauthorized personnel are not allowed in the service areas within the Town Center Facilities.

13. Violation of any of these rules or conduct in a manner prejudicial to the best interests of the Town Center will subject the violator to disciplinary action in accordance with these Rules and Regulations.

14. The Management of the Town Center have full authority to enforce these Rules and Regulations and any infractions will be reported to the Town Center Owner.

15. Smoking is not permitted within any enclosed, air-conditioned portion of the Town Center Facilities.

User Cards

1. A User card indicating a Town Center User account number shall be issued to each eligible User as well as other eligible Users upon payment of dues, fees and charges by the User. User cards must be presented upon request. User cards are not transferable.

2. A User card may not be used by any persons other than the person to whom it is issued. Failure to comply with this rule may result in suspension or termination of User privileges.

3. All food, beverage, merchandise and services of the Town Center charged to the User's Town Center account shall be billed monthly and each User's Town Center account shall be due and payable within ten (10) days of the date of the monthly statement. Users' Town Center accounts shall be considered delinquent if not paid within thirty (30) days after the date of the monthly statement. For all delinquent accounts, the Town Center Owner may suspend User's or charge privileges. The Town Center Owner may for any or no reason require any or all Users to post a security deposit, in the amount determined by the Town Center Owner, to cover Town Center charges. The requirement to post a security deposit may be imposed based on a User's prior delinquency, resignation or volume of prior account charges. Past due bills will be subject to a one-time late charge and shall accrue interest per month at the lesser of 18% per year or the maximum rate permitted by applicable usury law, from the date of the statement until paid in full as determined by the Town Center Owner, and the Town Center Owner shall be entitled to perfect such unpaid balance and foreclose the lien therefore as described in the Town Center Declaration. In the event a User's account remains unpaid for a period of thirty (30) days after the date of the monthly statement or the User is repeatedly delinquent in payment, User privileges may be involuntarily suspended without refund of any User fees or dues previously paid. The Town Center Owner may limit the charge privileges on any Town Center User account.

4. In order to protect Users from improper charges, the Town Center Owner may require the presentation of User cards at the point of sale for all transactions. Receipts will be available at point of sale, and copies thereof will not be included in the monthly statement.

5. If the Town Center account of any User is delinquent, the Town Center Owner may, at its option, take whatever action it deems necessary to effect collection. If the Town Center Owner commences any legal action to collect any amount owed by a User, or to enforce any other liability of a User to the Town Center, and if judgment is obtained by the Town Center Owner, the User shall also be liable for all costs and expenses of the legal action and reasonable attorneys' fees (including fees required in connection with appellate proceedings.)

6. The Town Center Owner must be notified in writing immediately of a lost or stolen User card. The User's account shall then be suspended. The User shall be responsible for all charges placed on the account until written notification of card loss has been received by the Town Center Owner.
7. A card replacement fee may be charged for lost or stolen User cards or in any situation where the Town Center account number is changed.

Mailing Addresses

Each User shall be responsible for providing the Town Center Owner with the User's mailing address, and any changes thereto, to which the User wishes all notices and invoices sent. A User shall be deemed to have received mailing from the Town Center Owner ten (10) days after they have been mailed to the address on file with the Town Center Owner.

Services and Activities

1. The Town Center Owner provides a variety of social, cultural and recreational events at the Town Center Facilities. Activities will be publicized by the Town Center Owner from time to time.

2. Reservations are required for most activities and are taken on a first-come, first-served basis by pre-registering with the appropriate Town Center management. Town Center Owner reserves the right to provide priority reservation access to the Resident Users or any other category of User at the sole and absolute discretion.

3. Cancellation of reservations after any published deadline for cancellation or failure to cancel a reservation may result in the User being charged a cancellation fee, as determined by the Town Center Owner from time to time. Town Center Owner reserves the right to cancel any event in its sole and absolute discretion.

4. The Town Center Owner wishes to encourage the use of the Town Center Facilities for private parties and functions, on any day or evening, provided such use does not interfere with the normal operation of the Town Center Facilities or with the services regularly available. Persons are requested to make reservations with Town Center management for available dates and arrangements.

5. Private parties and functions are not permitted on the Town Center Facilities unless prior approval is obtained from Town Center Owner. A security deposit may be required for any party or function. The individual sponsoring the private party shall be responsible for any damage caused by the installation or removal of décor or any other items specifically part of the party or function and shall be responsible for the removal for all such décor or item.

Loss or Destruction of Property or Instances of Personal Injury

1. Each User, as a condition of use of the Town Center Facilities and each guest as a condition of invitation to the Town Center Facilities, assumes sole responsibility for his property. The Town Center Owner shall not be responsible for any loss or damage to any private property used or stored on the Town Center Facilities, whether in lockers or elsewhere. All personal property left without payment of storage thereon, in or on the Town Center Facilities for six (6) months or more may be sold by the Town Center Owner, 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 Town Center Owner.

2. No User shall remove from the room in which it is placed, or from the Town Center Facilities, any property or furniture belonging to the Town Center Owner without proper authorization.

3. Each User 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 User, or who engages in any contest, game, function, exercise, competition or other activity operated, organized, arranged or sponsored by the Town Center Owner, either on or off the Town Center Facilities,
shall do so at their own risk, and shall release and hold the Town Center Owner and its directors, officers, employees, representatives and agents harmless from any and all loss, cost, claim, injury, damage or liability sustained or incurred by such person, resulting there from and/or from any act or omission of any director, officer, employee, representative or agent of the Town Center Owner.

4. Should any party bound by these Rules and Regulations bring suit against the Town Center Owner, its directors, officers, employees, representatives or agents in connection with any event operated, organized, arranged or sponsored by the Town Center and fail to obtain judgment thereof, the User shall reimburse the Town Center Owner, its directors, officers, employees, representatives and agents for all costs and expenses incurred by them in the defense of the suit (including court costs and attorneys' fees incident to appeals).

**Reservations and Cancellations**

1. A gratuity, as determined, from time to time, by the Town Center Owner will be added to all food and beverage sales which will be distributed to the service personnel.

2. Each year, the Town Center Owner will establish a Holiday Fund for employees and will solicit voluntary contributions. There are many people employed by the Town Center Owner, ranging from those in the office administration to those in Town Center services, and the Holiday Fund provides an opportunity to show appreciation for the employees' efforts. The Town Center Owner will be responsible for the equitable distribution of the Holiday Fund.

**Children**

1. Children under sixteen (16) years of age are permitted on the Town Center Facilities only if accompanied and/or supervised by an adult, unless participating in organized activities sponsored by and with the permission of the Town Center Owner.

2. Children under the legal drinking age are not allowed in any bar or lounge areas, unless accompanied by an adult.

**Attire**

1. Shirts and appropriate shoes are required for use of all the Town Center Facilities.

2. The following is considered appropriate attire for use of the Town Center Facilities.

Tennis: Proper tennis attire is required at all times. Colors are permitted, but cut-offs, bermudas, jams, bathing suits, tank tops, slacks and running shorts are not permitted. Regulation tennis shoes are required.

Dining: Casual sports attire may be worn. No bathing suits are permitted in the dining facilities.

Pool: All swimmers must wear bona fide swimming attire. Cut-offs, dungarees and bermudas are not considered appropriate swimwear.

Fitness: Gym shorts and shirts are required for men. Women may wear gym shorts and shirts and/or leotards. Cut-offs, bathing suits, slacks and halter tops are not appropriate. Appropriate sneakers must be worn at all times.

3. The dress code is mandatory. Users and Guests who are improperly dressed will be asked to change or leave the premises. If you are in doubt concerning your attire, please check with Town Center management.
Guests

1. Guest privileges may be extended from time to time. The Town Center Owner will establish from time to time the rate of the guest fees and guest charges. All guests are required to register at any of the Town Center Facilities.

2. All guests shall either be Houseguests or Day Guests. A Houseguest is defined as a guest residing in a User's residence in SCCFM as defined in the Town Center Covenants. All other guests shall be considered Day Guests.

3. Day Guests:
   a. Day Guests may not use the tennis, fitness, swim or other amenities more than a cumulative total of three (3) times per month or a maximum of six (6) times per year. The Town Center management may waive this limitation from time to time in their sole discretion. Day Guests may use the dining facilities without limitation.
   b. A particular individual using the Town Center Facilities as a Day Guest must be registered by his or her User host with the Town Center Owner. Day Guests must be accompanied by the sponsoring Resident User host at all times when using any of the Town Center Facilities, except at the discretion of the Town Center Owner.
   c. Day Guests may be charged a fee for use privileges at the discretion of Town Center Owner. Day Guest charges for any service may be charged against the User sponsor's Town Center account or cash payment may be made.

4. Houseguests:
   a. Houseguests must be registered by the sponsoring User with the Town Center Owner prior to the arrival of the guests. Houseguests will be issued temporary User cards upon the payment of the applicable temporary User fee.
   b. Houseguests are permitted to use the Town Center Facilities unaccompanied by the User, provided the Houseguest has been issued a temporary User card.
   c. The maximum length of stay for a Houseguest is twenty one (21) days. At the expiration of the card, renewals of Houseguest privileges will be granted at the discretion of Town Center management.
   d. The sponsoring User does not have to give up User privileges for the period of time the Houseguest is in residence.
   e. In addition to all daily use fees, houseguests will be charged a temporary User fee as determined by the Town Center Owner from time to time. The temporary User fee will be on a per week basis and shall not be prorated for actual time the houseguest is in residence.
   f. Upon approval by the Town Center Owner, the Houseguest may be issued temporary charge privileges. The Houseguest will have the opportunity to pay his or her charges at the end of his or her stay at the Town Center.
   g. To provide User privileges for a Houseguest, the sponsoring User must initiate the application for Houseguest privileges at least five (5) business days prior to the arrival date of the Houseguest.
   h. The Town Center Owner must be notified of a cancellation at least two (2) days prior to the arrival date of the Houseguest. Failure to advise the Town Center Owner of a
cancellation may result in the User's Town Center account being charged the full Houseguest fee.

i. A User may not have more than six (6) Houseguests during any single User year.

5. All guests will be charged guests fees for use of the facilities of the Town Center Facilities as determined by the Town Center Owner from time to time.

6. Guests must have their guest cards with them at all times while using the Town Center Facilities.

7. The sponsoring User shall be responsible for all charges incurred by the guest. The sponsoring User is also responsible for the conduct of a guest while at the Town Center. If the manner, deportment or appearance of any guest is deemed to be unsatisfactory, the sponsoring User shall, at the request of the Town Center Owner, cause such guest to surrender his or her guest card and to leave the Town Center premises.

8. All guests, whether Day Guests or Houseguests, will be required to register with the Town Center Owner. The Town Center Owner reserves the right to require identification from each guest.

9. Guest privileges may be limited by the Town Center Owner, from time to time, at their sole and absolute discretion. Notice of such limitation will be given by the Town Center Owner.

Lessee Privileges

1. Users who own a home within SCCFM may designate a lessee of their home in SCCFM, with a minimum lease term complying with the Covenants and any applicable Neighborhood Documents, as the beneficial user of the User's privileges upon application, approval by the Town Center Owner and payment of a rental designation fee established, from time to time, by the Town Center Owner.

2. Charge privileges for use of the Town Center Facilities shall be available to a lessee. The lessee is responsible for payment of all charges incurred at the Town Center Facilities. The User shall be fully responsible for payment of all charges incurred by a lessee that are not paid within the customary billing procedure of the Town Center Owner and for the conduct of such lessee.

3. Users are required to provide the Town Center Owner with a copy of the lease with the designated lessee prior to the issuance of User use privileges at the Town Center Facilities.

4. Should any changes be made to a lease contract, the Town Center Owner must be notified immediately.

5. User use privileges will terminate on the earlier of the expiration of the lease term or the User use privileges.

Private Golf Cart Privilege

The rights and privilege to use and operate a privately owned golf cart within the SCCFM community may be granted to a Resident User. The privilege is a nontransferable and nonassignable personal right accessible to residents who occupy homes which have a garage or other shelter for the storage of a golf cart.

1. Privately owned golf carts must be annually approved by the Community Association or Town Center Owner as complying with the color, appearance and other standards set from time to time. No customized golf carts are permitted. Carts may be ordered from the manufacturer through the Community Association or a designated entity including the Town Center Owner.
2. All private golf cart owners shall be required to sign a release of liability agreeing to hold the Town Center Owner harmless as a result of any loss or damage relating to the operation of the golf cart by the owner, his or her family or guests in the Town Center Facilities.

3. Each year a Resident User owning a private golf cart shall be required to provide the Town Center Owner with proof that the operation of the golf cart is covered by a liability insurance policy of the User with the policy limits in the amounts as determined from time to time by the Community Association/Town Center Owner, shall name as an additional insured on such policy those parties requested by the Town Center Owner from time to time and shall require that the policy provide that it can only be canceled upon thirty days prior written notice to the Community Association/Town Center Owner.

4. An identification number and decal, if provided, may be issued for the cart when the proof of liability insurance and payment are received. The identification number and yearly decal should be placed on the front of the golf cart in clear view.

5. No privately owned golf carts will be stored, charged or maintained by the Town Center Owner at any time.

6. Resident Users with private golf carts are required to ensure that their private golf carts are restricted to licensed drivers who will operate the cart in a safe, prudent manner and in accordance with all governmental, community and Town Center regulations.

7. All private carts will be required to park in the Town Center area designated for private cart parking only. Private carts parked in any other areas will be subject to fines or disciplinary action as determined by the Town Center Owner.

8. Violations of these rules and regulations may result in the revocation of private cart privileges and/or suspension of User privileges.

Tennis Rules

1. Court reservations may be made by phoning or stopping by the Tennis Pro Shop. The names of all players must be given when reserving a court time.

2. Children under sixteen (16) years of age are permitted to use the Tennis facilities only if accompanied and supervised by an adult, except when participating in an organized program or activity sponsored, supervised and with the permission of the Town Center Owner.

3. All players must check in and register at the Tennis Pro Shop ten (10) minutes prior to their starting time or the court will be released to the first name on the waiting list.

4. All players who fail to cancel their reservation a minimum of one (1) hour prior to their scheduled court time or who do not register ten (10) minutes prior to their court time may be charged a fee.

5. At the end of the reserved period, players must promptly relinquish their court to the next reserving players. Once a User is off a court, the User may sign up for the next available court.

6. Playing on a court constitutes having that court reserved (i.e., Smith may not play on Jones’ court at 9:00 am and have a court in his name at 10:30 am).

7. Singles and doubles may reserve a court for an hour and a half (except for certain times designated by the Tennis Professional/Town Center management when singles play may be limited).
8. Proper tennis etiquette should be observed at all times. Excessive noise, racquet throwing, profanity or crossing another player’s court will not be permitted at any time.

9. A limited number of courts may be available for night play. For night play, a light fee may be charged. If a reservation is made and not cancelled, the fee will be charged to the User’s account.

10. Ball machines may be used at the discretion of the Tennis Professional/Town Center management. A fee may be charged for use of a ball machine.

11. Use of the tennis courts and facilities shall, at all times, be subject to the control of the Tennis Professional/Town Center management. The Tennis Professional/Town Center management shall determine the suitability of the tennis courts for play. Courts will be closed when necessary for maintenance operations or when dictated by safety considerations or by reason of adverse weather conditions as determined by the Tennis Professional/Town Center management in their sole discretion.

12. The Tennis Professional/Town Center management are authorized to implement temporary rules as may be necessary during peak periods of play and tournaments, including, without limitation:
   a. certain courts may be reserved for tennis instruction at all times, except during tournaments and exhibitions; and
   b. players may secure only one reservation time per day and cannot make additional reservations for Users of their family or friends. Only if a court is available may players play a second time on the same day.

POOL RULES

1. Swimming is permitted only during open hours of the pool.

2. All swimmers must register at the pool prior to swimming.

3. Use of the pool facilities is at the swimmer’s own risk.

4. Use of the Fitness Lap pool is restricted to Users and their eligible guests for the sole purpose of lap swimming and programmed fitness activities. The fitness pool shall not be used for general recreational purposes unless authorized by the Town Center Owner. No children are permitted to use the Fitness Lap pool.

5. Children under sixteen (16) years of age are permitted to use the recreational/resort pool facilities only if accompanied and supervised by an adult, except when participating in an organized program or activity sponsored and supervised and with the permission of the Town Center Owner.

6. Showers are required prior to entering the pool to remove all suntan oils and lotions.

7. Glass objects, drinking glasses and sharp/breakable objects are not permitted in the pool area.

8. All swimmers must wear bona fide swimming attire. Cut-offs, dungarees and bermudas are not considered appropriate swimwear.

9. Children wearing diapers are not permitted in the pool.

10. Running, ball playing and noisy or hazardous activity will not be permitted in the pool area. Pushing, dunking and dangerous games are not permitted.
11. Snorkeling equipment, other than a mask, is not to be used in the pool except as part of an organized course of instruction.

12. Radios may only be used at a low volume or with earphones.

13. All persons using the pool area are urged to cooperate in keeping the area clean by properly disposing of towels, cans, cigarettes, etc.

14. Smoking is permitted only in designated sections in the outdoor pool area.

15. Saving of chairs for persons absent from the pool area is not permitted.

16. Private parties may be held in the pool area only with the prior approval of Town Center Owner.

17. Food is only allowed in designated areas of the pool facilities. All food and beverage consumed on the Town Center Facilities shall be furnished by the Town Center Owner.

18. Flotation devices are not permitted. Any non-swimming children must be accompanied in the water by their parent or adult guardian. Small toys such as balls, water guns, rings, etc. are not permitted in the pool area. Tire inner tubes and air mattresses are not permitted.

19. Users must register themselves and all guests upon entering the pool area.

**FITNESS RULES**

1. All persons must register prior to using the Fitness Center any equipment and participating in any fitness activities.

2. Children under sixteen (16) years of age are not allowed to use the exercise room unless accompanied by an adult. No children under twelve (12) will be allowed to use the fitness facilities.

3. Use of the Fitness Pool is restricted to Users and their eligible guests for the sole purpose of lap swimming and programmed fitness activities. The Fitness pool shall not be used for general recreational activities without the prior approval of the Fitness Director or the Town Center Owner. No children under sixteen (16) shall be permitted to use the Fitness Lap pool.

4. Horseplay, profanity, disruptive conduct, smoking and eating are strictly prohibited.

5. No food or beverages are permitted in the any exercise areas.

6. All jewelry and watches must be removed prior to exercising.

7. All persons must sign a medical release form prior to using the health and fitness facility, if requested by Town Center management.

8. After use, all persons are responsible for clean up of area and equipment.