

## **BYLAWS & RULES AND REGULATIONS**

### **The Club at Eaglebrooke**

#### **ARTICLE 1.**

##### **NAME AND PURPOSE**

The official name of the club is The Club at Eaglebrooke (the "Club"). The purpose of the Club is to promote social enjoyment, lifestyle programming, dining, golfing, fitness, swimming and other activities in an atmosphere of camaraderie and congeniality for Members and their invited guests. The Club is a public course owned and operated by the Golden Lakes Community Development District (the "District"), a local unit of special purpose government organized pursuant to Chapter 190 of the Florida Statutes. The District has adopted these Bylaws in order to assure the orderly conduct of the Club in a manner that will promote the efficient operation of the Club, the financial stability of the Club's operation and the proper atmosphere that Members and Guests of the Club will find appropriate and beneficial.

#### **ARTICLE 2. MEMBERSHIP**

##### **SECTION 1. MEMBERSHIP PRIVILEGES**

A Family Membership entitles the Member, an additional adult who resides with the Member on a full-time basis, any unmarried children or grandchildren who are under the age of 21 and who reside with the Member on a full-time basis, and any unmarried children or grandchildren who are under the age of 23 who reside with the Member on a full-time basis and attend school on a full-time basis, to use the Club's facilities to the extent provided by the category of membership held.

Family privileges may be extended to a Member's other children and house guests upon the payment of such fees and subject to such limitations as shall be established from time to time pursuant to the Club rules. However, a single membership shall not entitle a spouse, child or any other person who resides with the Member to use the Club's facilities except as a guest of the Member, who shall pay guest fees for such person.

If a couple are not married and want to be included on the same membership, a spousal agreement form must be signed committing them to the financial obligations of any charges they may incur while in membership at the club.

Membership categories shall have the following rights and privileges:

##### **Golf Membership:**

A Golf Membership allows the non-exclusive use of all of the facilities provided at the Club and attendance at designated club-sponsored events held at the facilities on a space available basis. These Golf Members shall not be charged court fees, or pool fees for use of the activity courts, and pool facilities, but shall pay golf cart fees, personal charges incurred at the Club, and dues and other Club Fees established by the management. A walking surcharge may be charged for specific golf memberships. These Golf Members shall have such advance sign-up privileges to reserve golf starting times and activity court times (which may be changed) as may be established by management from time to time. Golf Members are eligible to receive a discount off all food purchases made at the club, a discount off select golf merchandise purchases, and discounted room rental fees for a banquet hosted by the member. Golf Membership does entitle the member's immediate family to have access to the pool and activity courts for no additional fees.

### **Social Membership:**

A Social Membership allows the non-exclusive use of the pool and activity courts at the Club and attendance at designated club-sponsored events held at the facilities on a space available basis. These Members shall not be charged court fees or pool fees for use of the activity courts and pool facilities but shall pay all other personal charges incurred at the Club, and dues and other Club Fees established by management. Social Members are eligible to receive a discount off all food purchases made at the club as well as discounted room rental fees for a banquet hosted by the member. This membership does entitle the member's immediate family to have access to the pool and activity courts for no additional fees.

### **Dining Membership:**

A Dining Membership entitles the member and immediate family to receive a discount off all food purchases made at the club. This includes special events hosted at the club such as brunches or themed buffets.

## **SECTION 2. APPLICATIONS.**

All membership applications must be filled out completely and are subject to an approval process by the management team.

## **SECTION 3. MEMBERSHIP UPGRADES AND DOWNGRADES**

### **A. Upgrades**

Members may upgrade their membership into a higher dues level category at any time during the life of their membership by filling out the appropriate paperwork. The new appropriate dues

level will be effective immediately and the difference in dues will be prorated and charged to the members account. The new monthly dues will be effective on the first of the next month.

Upgrading Members may be subject to the current initiation fee in place.

#### B. Downgrades

Members may only downgrade their membership into a lower category once in the life of their membership. Downgrades may be made by filling out the appropriate paperwork. The new lower dues category will be effective on the first day of the next month.

Downgrading Members may be subject to the current initiation fee in place.

#### C. The Club will allow a membership to upgrade or downgrade once every 12 months.

### SECTION 4. RESIGNATIONS

- A. A member may resign his/her membership at any time during the life of the membership by giving at least a 30-day notice and submitting to resignation request to the Club in writing. In order to resign, the Member account must be in good standing with all charges paid prior to resignation being granted. If a loyalty agreement has been signed, said member is required to pay for all remaining months of membership left in the agreement.
- B. Relocation - Anyone who moves outside of a 75-mile radius of the club may be let out of the contract with no penalty however must still adhere to the 30-day notice resignation.
- C. Health/Financial - All health-related or financial situations will be evaluated on a case-by-case basis by club management. If a member passes away while in membership at The Club at Eaglebrooke and has a family membership, that membership will immediately be converted to a single.

### SECTION 6. GUEST PRIVILEGES

Guests of a Member may be extended guest privileges in the Member's category of membership subject to applicable guest fees and charges. Members are responsible for the deportment of their guests. Members are responsible for all charges incurred by their guests. Guest rules and restrictions shall be determined by Club Management and privileges may be denied, withdrawn or revoked at any time for reasons considered sufficient by Club Management or the Board of Supervisors.

## ARTICLE 3. DUES

## **SECTION 1. DUES**

The Club Management will set the Dues to be charged to Members on a recurring annual basis for the ensuing membership year, which will be the twelve-month period commencing October 1, and ending the following September 30. It is the policy of the Club that all Dues, plus other receipts by the Club, shall be sufficient, insofar as possible to project, to meet the needs of the Club. The Dues, as they are established from time to time by the Club Management, shall, insofar as possible, reflect this stated policy. All obligations owed to the Club shall be payable in United States Dollars and are due on the 20th of every month. Dues are subject to the ultimate authority of the Board of Supervisors.

## **ARTICLE 4.**

### **BILLING / DELINQUENCIES**

#### **SECTION 1. STATEMENTS.**

An itemized statement of any Dues and other charges shall be mailed/emailed monthly to each Member and any Member failing to pay the statement by the last day of the month in which the statement was mailed shall be subject to such penalties of action as is determined reasonable and appropriate by the Club Management. The failure of any Member to make timely payments after appropriate notice and warning may result in termination of Club membership and the outstanding balance turned over to a debt collection service.

Each Member is required to keep a credit card on file and, if chosen, can pay their full statement via credit card. All credit cards will be charged on the 20<sup>th</sup> of the month that the dues and fees are due.

Late fees / finance charges may be charged at the discretion of club management.

In the event an account is turned over to a debt collection service, a member is responsible to repay any / all fees and back dues in the event the member would like to rejoin as a member of the facility.

## **ARTICLE 5. DISCIPLINE**

### **SECTION 1. HEALTH, SAFETY AND WELFARE OF CLUB PATRONS AND DAMAGE TO CLUB FACILITIES.**

Notwithstanding anything contained herein, the Club staff may, at any time, remove any Member and/or any family member or guest of a Member from the Club premises and/or restrict or suspend any Member's and/or any family member's or guest's privileges to use any or all Club facilities (the procedures for which are outlined below), when such action is necessary to:

- A. Protect the health, safety and welfare of other Members and their family members and guests.
- B. Protect the health, safety and welfare of District and Club staff.
- C. Protect the Club facilities from damage.
- D. Protect the Club's Food & Beverage Operator's ability to comply with all local, state and federal guidelines.

## SECTION 2. EXPULSION.

Expulsion of a Member and/or any family member or guest of a Member shall be at the discretion of the Club management and staff, District Manager or the Board of Supervisors, resulting from:

- A. Hostile behavior that is a threat, or is likely to be perceived as a threat, to other Members, Guests or Club staff. Such hostile behavior shall include, but not be limited to excessive argumentative behavior, violence or threats of violence or making statements which by their very utterance inflict injury or tend to incite an immediate breach of the peace, that is, words that are likely to provoke a violent reaction, or behavior deemed by the Chairman of the Board of Supervisors, or his or her designee, in his or her sole discretion, to constitute a violation of sections 784.011, 784.021, 784.03, 784.041, or 784.046, Florida Statutes, whether or not law enforcement is contacted or charges are filed.
- B. Behavior that, if left unchecked by Club staff, could either jeopardize the Food & Beverage Operator's Food & Beverage license(s) or otherwise affect its lawful operation of the District's Food & Beverage facilities.
- C. Commission of a criminal act occurring on District premises.

Such physical expulsion from the premises shall be undertaken only by local Sheriff's deputies and not District or Club Facilities Staff or a member of the Board of Supervisors. For these purposes, District's Field Supervisor, District Manager, and the on-duty members of the Club facilities Staff are hereby delegated the authority to execute a trespass notice adequate to cause the Sheriff's Department to expel the offending person. Upon issuance of a trespass notice, a copy shall be promptly transmitted to the District Manager. At the Board of Supervisors meeting following issuance of the trespass notice, the Board shall discuss the notice and determine whether to ratify, extend or cancel the notice, and the Board shall follow the procedures set forth below in that regard.

## SECTION 3. RESTRICTION OR SUSPENSION OF PRIVILEGES.

The authority to restrict or suspend any Member's and/or any family member's or guest's privileges to use any or all the Club facilities is formally granted by the Board of Supervisors to the District Manager, and/or the Club Manager. Such action may be initiated by the District

Manager or Club Manager, with its final determination made by the Board of Supervisors at the next Board of Supervisors meeting (or as soon as practicable). For more details, see “District Suspension and Expulsion Process” outlined below.

A Member’s and/or any family member’s or guest’s privileges at any or all Club facilities may be subject to various lengths of suspension or termination for up to one (1) calendar year by the Board of Supervisors, and a Member, family member or guest may also be required to pay restitution for any property damage, if such person:

- A. Fails to abide by these Bylaws & Rules and Regulations and District policies established and approved by the Board of Supervisors.
- B. Submits false information on the application for Club membership or any forms or other documents utilized by the District in connection with the Club facilities.
- C. Permits unauthorized use of the Club facilities by a family member or guest.
- D. Violates any applicable law, ordinance, rule or regulation.
- E. Treats District staff or the personnel or employees of the Club facilities, or Club patrons and guests, in an unreasonable or abusive manner. Such treatment includes but is not limited to verbal and/or written communication.
- F. Is intoxicated or engages in conduct that is improper or likely to endanger the welfare, or safety of the District or Club Manager’s staff, or Club Members, patrons or guests.
- G. Damages or destroys District property.
- H. Trespasses onto the golf course property during times when the golf course is closed for business. Persons caught trespassing on golf course property shall be subject to a trespass notice and physical expulsion in the manner set forth in Section 2 above.

#### SECTION 4. DISTRICT SUSPENSION AND EXPULSION PROCESS.

In response to any violation of the rules, regulations, policies and procedures specified herein, the District shall follow the process outlined below for suspension or termination of a Member’s and/or any family member’s or guest’s privileges to use the Club facilities:

A. Automatic Suspension Without Notice: Any violation of these rules, regulations, regulations, policies and procedures occurring on Club Property which constitutes conduct described in A through C under the section titled “Expulsion from Premises,” or conduct which is deemed by the Chairman of the Board of Supervisors, or his or her designee, in his or her sole discretion, to constitute an assault, aggravated assault, battery, domestic battery or similar

conduct which would constitute a violation of sections 784.011, 784.021, 784.03, 784.041, or 784.046, Florida Statutes, whether or not law enforcement is contacted or charges are filed, shall result in the immediate suspension, without notice or hearing, of the offending Member or Guest to use the Club Facilities. The Chairman, or his or her designee, may make such investigation or inquiry as may be necessary to determine the details of any violation he or she suspects may be grounds for an Expulsion or constitute a violation of sections 784.011, 784.021, 784.03, 784.041, or 784.046, Florida Statutes. In the event of such conduct, the Board may take one or more of the actions described under “Second Offense” and “Third Offense” below without requiring any additional warning. Any suspension imposed pursuant to this provision shall be ratified by the District’s Board of Supervisors at its next regular meeting,

B. First Offense – Issuance of either a verbal or a written warning by Club staff of policy violations. After the initial verbal or written warning, a follow-up written summary by the Club Manager or other designee of the District shall be transmitted to the District office. The summary shall describe the alleged offense in sufficient detail and shall also state whether the matter is considered to have been resolved at the time of the warning. After the time of such transmittal, the summary shall be reviewed by the Chairman of the District Board of Supervisors, or his or her designee, to determine what, if any, additional action shall be taken. The Chairman or such designee may make such investigation or inquiry as may be necessary to determine any further course of action, including efforts to resolve the matter through informal means. At the discretion of the Chairman or such designee, the matter may be considered settled at that time, or further action may be required. The Chairman, or his or her designee, may at that time determine to deliver a written warning (a “Notice of First Offense”), which shall be sent by such designee or the District Manager by certified mail to the resident’s mailing address on file. (The Notice of First Offense may not necessarily occur immediately at the time of the violation, due to frequent, past instances of patrons’ refusal to provide their name or contact information to Club Staff.) The Notice of First Offense shall have a term of ninety (90) days. However, if the Chairman or his or her designee believes that a longer term is warranted, the matter may be referred to the Board of Supervisors, which may, by action taken at a Board meeting, elect for the Notice of First Offense to have a longer term. Notwithstanding the foregoing, if the First Offense falls within the scope of conduct described above under Section 2, “Expulsion,” no warning shall be necessary prior to contacting the Sheriff’s Department and issuing the trespass notice described above.

C. Second Offense – In the event that a second violation of the rules regulations and procedures set forth herein occurs during the effective term of an existing Notice of First Offense, or in the event that more than one Notice of First Offense has been delivered to the offender during the twelve (12) month period immediately preceding the offense, the offender shall be subject to suspension of all Club privileges by District Manager or the Board of Supervisors until further notice, for a period of up to ninety (90) days. Again, confirmation of this action shall be sent by certified mail to the resident. A written report shall be provided by the Club Manager or the District Field Supervisor to the District Manager, and a final decision relating to the term of

suspension of privileges shall be made by the Board of Supervisors at the next Board of Supervisors meeting.

D. Third Offense – Automatic suspension of all Club privileges for a minimum of ninety (90) days, with confirmation sent to the resident by certified mail. At the next Board of Supervisors meeting, a written account of all previous offenses shall be submitted by the Club Manager, Field Supervisor or District Manager and shall be reviewed by the Board of Supervisors, with possible suspension of privileges beyond ninety (90) days, including possible termination of the Member's and/or any family member's or guest's privileges for one (1) or more years.

Note 1: Should a Member and/or any family member or guest of a Member ignore or otherwise violate his or her suspension of privileges by such behavior as continuing to attempt to use the Club facilities, Staff has the authority to call the Sheriff's deputy to report a trespass upon the District's premises.

Note 2: Adherence to the above procedures for suspension and/or termination of Club privileges has no bearing whatsoever on whether a Member and/or any family member or guest of a Member may be physically removed from District premises, as described previously.

Upon the taking of action by the Board of Supervisors regarding the suspension or expulsion of a person from the use of the Club facilities, the District Manager shall provide notice, by certified mail, of the Board's determination, at the most recent address provided by such person in the District's records. Within fifteen (15) days from receipt of such notice, the person having been suspended or expelled (the "Affected Person") may request in writing, sent by certified mail to the District Offices, that the Board of Supervisors conduct a hearing regarding the suspension or expulsion. The right to a hearing, the requirement of written notice and the address to which such notice is to be sent, shall be clearly set forth in the District Manager's notice.

If the Affected Person requests a hearing, the Board of Supervisors shall set a date and time, not later than ninety (90) days after the written request and shall conduct a hearing regarding its decision to suspend or expel the person from the Club facilities. The District Manager shall give written notice, by certified mail, of the date and time of the hearing. At such hearing:

The Affected Person shall have the right:

- to counsel of his/her own choice;
- to hear or read a full report of testimony of witnesses;
- to confront and cross-examine witnesses who appear in person at the hearing;
- to present his or her own witnesses;
- to testify in his or her own behalf and to give reasons for his or her conduct; and
- to a fair and impartial decision based on substantial evidence.



The District shall keep a record of the proceedings by tape or digital recording or court reporter, at its option. However, if anyone chooses to appeal any decision of the Board with respect to any matter considered at the hearing, such person will need a record of the proceedings and should accordingly ensure that a verbatim record of the proceedings is made which includes the testimony and evidence upon which such appeal is to be based.

The conduct of the hearing shall proceed generally in accordance with the Florida Rules of Civil Procedure and Florida Evidence Code, except that the formality of the proceedings shall not be as great as that of a court proceeding. The introduction of hearsay evidence shall not be objectionable.

At the conclusion of the hearing, the District's Board of Supervisors shall, by majority vote, determine whether to uphold or modify its prior action. The Board's actions shall be read into the record at the hearing and shall include findings of fact supporting the action.

If the Affected Person wishes to appeal the determination of the Board of Supervisors, he/she may file a petition for writ of certiorari as authorized in the manner prescribed by the state appellate rules in the circuit court of the county, to review the decision of the Board of Supervisors. The court shall not conduct a trial de novo. The proceedings before the Board of Supervisors, including the testimony of witnesses, and any exhibits, photographs or other documents filed before them, shall be subject to review by the circuit court of the county. The petition together with the transcript of the testimony of the witnesses, as record of the proceedings, shall be filed in the circuit court within thirty (30) days after the pronouncement of the ruling by the Board of Supervisors to which such petition is addressed.

## **SECTION 5. CONSENT TO VIDEO OR AUDIO RECORDING**

To protect the safety of the District, the Club facilities and their guests and occupants, and to otherwise assist in the administration of these rules, the District may elect, from time to time, to install and operate various forms of video and audio monitoring devices within or upon the District's property. By use of the Club facilities or other District property, each user consents to the recording and storage of video images or audio recordings by electronic means. The District shall have the right to disregard incident reports which are not filed within thirty (30) days of the occurrence of an injury or alleged violation of these Bylaws & Rules and Regulations, because the delay impairs the ability of the District to review and verify the incident through these electronic means.

## **ARTICLE 6. HOUSE RULES**

### **SECTION 1. PRIVATE PARTIES**

- A. The Club wishes to encourage the use of the clubhouse facilities by Club 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 members. Members are requested to make reservations with the Private Events Director for available dates and arrangements. There is a minimum required for private parties, the number to be determined by the Events Director.

- B. A group is considered a special party when it requests and obtains special services or a private dining room or any other facility not ordinarily being offered on the date of the function involved. Prior arrangements must be made with the Events Director.
- C. All outside parties, private parties, and special parties are subject to a 22% service charge and applicable state and/or federal taxes as listed in the private event agreement. This service charge is subject to change.

## SECTION 2. GRATUITIES

- A. Tipping is allowed. A member or guest may offer any gratuity to any employee of the Club.
- B. All Club sponsored events such as holiday celebrations, golf tournaments with a dining portion and others to be determined will include a 22% service charge to accompany the usage charges and tax for the event. This service charge is subject to change.

All private events, whether sponsored by a Member or non-Member will include a 22% service charge. This service charge is subject to change.

## SECTION 3. CHARGE ACCOUNTS

- A. Each member will be assigned an account number to be used on all vouchers. Members are required to sign receipts for all Club accounts. Members shall be responsible for all debts and all other obligations to the Club incurred by themselves, their guests, and members of their immediate family.

## SECTION 4. GRILL ROOM

- A. Attire:
  - Soft spikes are permitted throughout
  - Dress code is determined by both season, and scheduled event. Special event dress code is noted on flyers, and the event calendars
  - Respectable denim is allowed in the grill room at all times
- B. Cell phone use is to be limited to use as not to negatively affect other Members.
- C. For the comfort of all and in the interest of rendering proper and efficient service, the following grill room reservation and cancellation policy must be observed:

- Reservations and request for service shall be accepted only in accordance with the Club's ability to properly accommodate member and guests, as determined by the Manager.
- It is requested that evening reservations be made at least twenty-four (24) hours in advance, and (with certain exceptions) may be made not more than two (2) weeks prior to the date of the dinner. The exceptions are special events, dinner dances and Saturday night theme nights, when reservations may be made up to one month prior to the date of the event.
- Members must be seated and order at the reserved time.
- Special occasions such as Christmas, New Years, Thanksgiving etc., and as otherwise indicated, require cancellation at least 24 hours in advance. If cancelled within that window, the host will be charged a minimum of 50% of the price for the special occasion.
- No person under the age of 21 years shall be permitted at the bar at any time.
- No alcoholic beverages shall be sold or served to any person less than 21 years of age. Each Member, family member and guest shall provide proof of age when purchasing alcoholic beverages.
- Members or guests shall not bring any food or beverage into the Clubhouse or operational grounds to include the pool, activity courts, and golf course.
- The Club Manager may suspend dining room service when appropriate. When possible, members will be given 48-hour notice.

D. Alcoholic Beverages: The sale and service of alcoholic beverages are regulated by the State of Florida, and the Club intends to comply with all applicable federal, state, local and District laws, ordinances, rules and regulations pertaining alcohol sales and service. Alcoholic beverages may not be brought onto or removed from Club premises. . Instances of intoxication on Club property may result in disciplinary action. Club employees may refuse service of alcoholic beverages to any individual they believe is intoxicated or on the verge of becoming intoxicated. Members or guests should not attempt to leave the Club and operate a motor vehicle in an intoxicated condition.

## SECTION 5. LOCKER ROOMS

- A. The Club is not responsible for loss of valuables, clothing, shoes or other personal property from a locker or the locker rooms.
- B. Cloth towels are for use in the locker rooms and are not to be removed.

## SECTION 6. MISCELLANEOUS CLUBHOUSE RULES

- A. Members and their guests are not permitted to enter any service area of the Club; e.g., behind the bar or kitchen.

- B. No commercial advertisements shall be posted or circulated in the Club. Nor shall business of any kind be solicited on Club property, nor upon Club stationery.
- C. Only the Manager, Club owner or a person designated by the Owner may approve the placement of announcements on any bulletin board or elsewhere in the Clubhouse and Club grounds.
- D. Other than as permitted by the By-laws of the Club, a petition shall not be solicited or posted within the Clubhouse or on any Club property.
- F. Children under the age of 14 must be accompanied by an adult when using the dining facilities. Children over the age of 14 and parents of members may use dining facilities unaccompanied by a member. Charging privileges must be arranged and approved by the Member.

## **ARTICLE 6.**

### **GOLF RULES & REGULATIONS**

#### **SECTION 1. GOLF COURSE PLAYING RULES**

- A. All players must register in the golf shop. Play may not start before 7:00 a.m., without the approval of the golf professional.
- B. Groups must be ready to play 10 minutes prior to starting time. Late arrivals shall be assigned at a later time, if available. Members should cancel reservations when they cannot play.
- C. All players must start from assigned tee unless permission to start on any other tee is obtained from the starter.
- D. Holes must be played in consecutive order unless otherwise directed by starter. Players shall have no right to cut in on any hole.
- E. Threesomes and foursomes have equal rights on the course. The starter may combine smaller groups, whenever practical.
- F. Fivesomes may be permitted with the approval of the Golf Professional.
- G. Players shall play without delay. If a group fails to keep its place and has a full hole open in front of it, the players must signal the following players to play through. The Ranger may direct the slow players to go to the next tee. This applies to regular and tournament play. Members are urged to report infractions of this rule to the Pro shop as promptly after the episode as possible.
- H. Unless waved through by preceding players, no player shall play from the tee or through the green until the players in front have played out of range, nor play to the putting green until the players in front have holed out and moved away. The golfer hitting the ball must personally determine that the area is clear, and that it is safe to hit.
- I. Players must immediately leave the green when the result of the hole has been determined.
- J. Stopping for food or refreshments during the course of a round is at the risk of the player's position; such players shall report to the starter for tee reassignment.

## **SECTION 2. PRACTICE AREA RULES**

- A. The following rules apply to the driving range, putting green and chipping green:
- Only members and their guest may use the designated member practice tee
  - Guests, children, grandchildren and parents have unlimited use of these areas based on their age, as follows:
    - Age 15 and younger - unaccompanied by an adult member upon completion of an etiquette and rule certification course administered by the professional golf staff.
    - Proper golf attire must be worn
    - Practice on the driving range is confined to designated areas.

## **ARTICLE 7**

### **GOLF COURSE GROUND RULES**

U.S.G.A.rules shall govern all play except as amended by posted local rules.

## **ARTICLE 8.**

### **CARE OF GOLF COURSE**

- A. Players must tee off between markers. All tees must be picked up. Broken tees must be discarded in provided boxes or placed in a trash receptacle.
- B. Players must replace divots. If divot cannot be replaced, fill divots with sand mix, whether on the tee or fairway and repair ball marks on greens.
- C. No practice shots may be taken from any regular tees, nor may practice shots be taken from any fairway to any regular green. All practice is restricted to the area provided for that purpose.
- D. Players must level footmarks in bunkers by rake and leave traps at that point of entry. All rakes are to be placed in bunkers with the handles perpendicular to the edge of the bunker.

## **ARTICLE 9**

### **GOLF CART REGULATIONS**

- A. Carts are limited to two persons
- B. No one without a valid drivers license is allowed to drive golf cart.
- C. No golf carts may be driven on fairways within 25 yards of greens and within 10 yards of side edge of sand traps. **CARTS MUST BE PARKED ON CART PATHS AT ALL TEES AND GREENS.**

- D. Rules of travel are posted each day. It is extremely important to the proper maintenance of the course that this rule is observed. Violation of travel rules may result in suspension of playing privileges.
- E. Golf carts are not permitted on residents' private property.
- F. Golf carts MUST follow cart direction signs or arrows and stay away from area marked "UNDER REPAIR" or "NO CARTS ALLOWED".
- G. After 18 holes have been played, if the golfer wishes to play additional holes, he/she must check in at the golf shop.
- H. Rented golf carts are restricted for use on the golf course only.
- I. The operator of a rented golf carts shall be liable for damages caused to any person, Club property, personal property, or the golf cart during its operation.
- J. Rented golf carts used for more than 4 holes but less than 14 will be charged for 9 holes and carts used for more than 13 holes will be charged for 18 holes.
- K. Private golf cart owners are required to indemnify the Club and its members for any damage caused by the owner's golf cart.
- L. Private golf carts must display the current Club decal.

#### **BLUE FLAG REGULATIONS**

- A. Golfers with physical problems may be issued Blue Flag permits if the following Blue Flag rules are observed:
  - A doctor's letter stating the condition which qualifies the member for a permit.
  - Blue Flag is necessary, or a current valid State Handicap Parking Permit.
  - Blue Flag regulations can only be used by the person in whose name the permit is issued.
  - Do not drive closer than 15 yards from the front of any green as long as you are on a flat surface, not a slope.
  - Do not drive on any slopes around any green.
  - Remain on the cart path at all tees and greens.
  - When cart use is restricted to the cart paths only, a blue flagged cart must follow the same rules.

A copy of the Blue Flag rules must be signed each year, stating that you agree to and will abide by the Blue Flag rules before the Blue Flag annual permit is valid.

#### **ARTICLE 10**

##### **GOLF RULES GOVERNING CHILDREN UNDER 16 YEARS OF AGE**

- A. Children ages 10-15 are permitted to play, while walking the course unaccompanied by an adult upon completion of etiquette, and rule certification course administered by the Professional Golf Staff.

- B. Children 8-10 are not permitted to play golf unless qualified by the Golf Professional and then only when accompanied by an adult member or grandparent and possessing a golf bag and set of clubs.
- C. Starting times for children 10 to 16 shall be established at the discretion of the starter.
- D. Children and grandchildren under 16 shall be charged guest fees.

## **ARTICLE 11**

### **MISCELLANEOUS GOLF REGULATIONS**

- A. Attire: Players may not wear short shorts, tennis shorts, tank tops, jeans, or exercise attire on the golf course or on any practice area at any time. Walking shorts are acceptable. All players must wear proper outside upper body clothing; men's shirts must have a collar, or a mock turtleneck. Shirts are to be tucked inside pants.
- B. All trash is to be deposited in trash receptacles. Cigarette and cigar butts must be deposited in ash trays, available from the bag staff.
- C. Non-players and spectators are not permitted on the golf course at any time unless notice to contrary is posted. Residents may not use the course to go to and from home to the clubhouse.
- D. Fishing in lakes on the golf course is prohibited at all times without exception.

## **ARTICLE 12**

### **GOLF COURSE GUEST RULES**

- A. Although the Club welcomes guests, members are always given first consideration.

## **ARTICLE 13. HANDICAPS**

- A. Handicaps shall be determined in accordance with the U.S.G.A. current handicap systems, including equitable stroke control.
- B. Members' scores must be placed into the computer after every round.. A member who fails or refuses to place his score into the computer shall be subject to a reduction in handicap or prohibited from participating in tournament play.
- C. Miscellaneous handicap rules may be posted from time to time and must be obeyed.

## **ARTICLE 14. POOL RULES**

- A. Proper pool attire is required at all times
- B. Inclement Weather

- a. Pool Closing and Inclement Weather Policy Center is subject to early closing if low attendance (4 patrons or less in a two-hour period), weather warrants, or for a special program.
- b. When inclement weather occurs, including but not limited to: Temperature, rain, wind, lightning and/or severe conditions (tornado, thunderstorm watch/warnings) that compromise the safety of the patrons or staff, the water will be cleared, staff will remain at the facility and attempt to reopen as soon as possible. If it is not feasible to reopen after 60 minutes, the pool will close.

(Policies are subject to change/modification without notice)

- C. Cover ups must be worn to and from the pool to other Club facilities
- D. Persons with infections or diseases that may be transmitted by the pool water are prohibited
- E. Patrons should shower before entering the pool area
- F. No diving
- G. No running on deck area
- H. Feet first entries only into pool
- I. No rough play
- J. Toys only with approval based on size of crowd and type of toy
- K. No one under the age of 14 without adult supervision
- L. No lifeguard is present at the pool. Patrons should swim at their own risk and assume liability for any injury to themselves or children
- M. Infants must be diapered
- N. No glass is permitted in or around the pool

## **ARTICLE 15.**

### **LOSS OR DESTRUCTION OF PROPERTY OR INSTANCES OF PERSONAL INJURY**

- A. The Club shall not be responsible for loss or damage to any private property left or stored on the Club premises, whether in lockers or elsewhere.
- B. No member or guest shall remove any property belonging to the Club without proper authorization from the Club Manager. 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. Members shall pay the cost of such damage promptly upon receipt of a statement from the Club.
- C. Any 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, and shall hold the Club, its officers, employees, representatives and agents harmless and indemnify them from any and all loss, cost, claim, injury, damage or liability sustained or incurred by him or her, resulting there from and/or from any act or omission of any officer, employee, representative or agent of the Club in respect to any such loss, cost, claim, injury, damage or liability sustained or incurred by any guest of such member.

## **ARTICLE 16. PARKING**

- A. Automobiles and golf carts must be parked in designated areas only. The Club is not responsible for either damage or theft of automobiles or golf carts or their contents. Vehicles and golf carts parked in violation shall be subject to removal by towing at member's expense. After notification, and if violations continue, members are subject to suspension.
- B. Only automobiles and golf carts displaying handicap emblems may use the handicap parking area.
- C. The Club parking lot is reserved for the use of Members and other persons who are utilizing the Club facilities. No other parking is permitted. No abandoned or inoperable vehicles are allowed in the parking lot. Violators will be towed.

## **ARTICLE 17. PETS; SERVICE ANIMALS**

- A. Dogs and all other pets (with the exception of a Service Animal as defined herein and complying with section 413.08(1)(d), Florida Statutes) are not permitted on the Club Property,, including the golf course, activity courts, swimming pool, practice area, and clubhouse at any time.
- B. **"Individual with a Disability"** - shall mean a person who has a physical or mental impairment that substantially limits one or more major life activities of the individual as described in section 413.08(1)(b), Florida Statutes.
- C. **"Service Animal"** – shall mean a dog or miniature horse that is trained to do work or perform tasks for an individual with a physical, sensory, psychiatric, intellectual, or other mental disability, that meets all of the requirements set forth in section 413.08(1)(d), Florida Statutes. A Service Animal is not a pet or an emotional support, therapy, comfort, or companion animal. As used herein, the term Service Animal may include more than one animal per Individual with a Disability.
- D. A Service Animal must be under the control of its handler and must have a harness, leash, or other tether, unless either the handler is unable because of a disability to use a harness, leash, or other tether, or the use of a harness, leash, or other tether would interfere with

the service animal's safe, effective performance of work or tasks, in which case the service animal must be otherwise under the handler's control by means of voice control, signals, or other effective means.

- E. An Individual with a Disability is liable for damage caused to District property by his or her Service Animal.
- F. The care or supervision of a Service Animal is the responsibility of the Individual with a Disability. The District is not required to provide care or food or a special location for the Service Animal or assistance with removing animal excrement.

## **ARTICLE 18. SOLICITATION**

- A. Solicitation, of any kind, or for any purpose, of Club members and Club personnel shall not be permitted unless approved in writing by the Club owner. No member may use the membership mailing list for purposes of advertising or soliciting.

## **ARTICLE 19. COMPLAINTS AND SUGGESTIONS**

- A. Members shall refrain from reprimanding or arguing with any of the Club's employees. Any suggestion or complaints must be registered in writing to the attention of the General Manager.

## **ARTICLE 20. MISCELLANEOUS**

### **SECTION 1. FISCAL YEAR.**

The fiscal year of the Club shall commence on the first day of October and conclude on the thirtieth day of September.

### **SECTION 2. CONFLICT BETWEEN BYLAWS AND ARTICLES OF INCORPORATION.**

In the event of a conflict between the terms of these bylaws and the Articles of Incorporation, the latter shall prevail.

## **ARTICLE 21. AMENDMENTS**

These bylaws may be altered, amended or repealed or new bylaws adopted at any time by the Board of Supervisors.

## **ARTICLE 22. DEFINITIONS**

As used herein, the following terms wherever capitalized shall have the following meanings, except where the context clearly indicates that a different meaning is intended.

Dues shall mean the amount charged by the Club for the privilege of being a Member of the Club. This amount is set by the Club's Ownership and Management team prior to the beginning of each membership year and will vary depending upon the category of membership.

Member shall mean the natural person named on the Application for Membership.