



# RULES AND REGULATIONS

*(Amended November 6, 2018)*

The facilities and programs of the Del Webb Naples Community Association were developed specifically for our residents and their guests. They were designed and created with utmost care and consideration for the robust lifestyle and the personality of a Del Webb Community. The guidelines that follow were developed to enable you to more fully enjoy and understand the Association and its many benefits. Please take some time to read about your Association and its operating concept. The guidelines will clarify many new terms and policies while providing basic rules for the use and enjoyment of Association, facilities and programs. As in all cases, rules are to assist in the orderly and safe use and application of business endeavors of this magnitude must have rules, it is the intent of the Board of Directors that all programs be operated with total customer satisfaction in mind. Management, in turn, will target the highest level of customer service and program delivery for its primary objective. We encourage input and involvement from each resident and are committed toward using that energy to build upon and improve the initial program.

Please be reminded that the operating Rules and Regulations serve only as a supplement to the Association Governing Documents. The attached information should not be considered an all-inclusive list of the operating guidelines and responsibilities of every homeowner. We appreciate your support in our endeavor to provide a safe and desirable environment for all of our residents to enjoy the numerous benefits of living in a Del Webb Community.

These Rules and Regulations are established and adopted by the Board of Directors (“**Board**”) of Del Webb Naples Community Association, Inc. or “**Club Management**” to protect the Recreational Facilities and to promote the health, safety, welfare, and enjoyment of all persons using the Recreational Facilities. Club Management may amend or expand these Rules and Regulations from time to time. These Rules and Regulations shall apply to all persons using the Recreational Facilities regardless of whether such person has gained access to the Recreational Facilities as a member of the Association, a non-resident member of the Club, a family member or guest of a member, or otherwise. Capitalized terms used in these Rules and Regulations shall be defined as set forth in the Membership Plan for Del Webb Naples Community Association, Inc. (the “**Membership Plan**”) and the Declaration of Covenants, Conditions and Restrictions for Del Webb Naples Community Association, Inc.

## **PART ONE: GENERAL OPERATING POLICIES**

### **Article I      General Club Rules**

1.1.    Applicability. All persons using the Recreational Facilities shall abide by all rules and regulations of the Club as they may be amended from time to time.

1.2.    Hours of Operation.

(a)    The Recreational Facilities shall be open on the days and during the hours as may be established by Club Management.

(b)    Areas of the Club may be closed for scheduled maintenance and repairs.

(c)    Use of the Recreational Facilities may be restricted or reserved from time to time by Club Management and the Board.

1.3.    Special Events.

(a)    Performances by entertainers will be permitted on the Recreational Facilities only with the written permission of Club Management.

(b)    Dining room activities for groups will be permitted only with the written permission of Club Management.

(c)    It is contrary to Club policy to have the Recreational Facilities used for Functions or fundraising efforts for the benefit of a political cause, except as specifically permitted by Club Management, Club Management shall not unreasonably restrict or interfere with any Resident member's right to peaceably assemble or right to invite public officers or candidates for public office to appear and speak in the Club Facilities. The Recreational Facilities shall not be used in connection with organized religious services or other activities without written Club Approval.

1.4.    Food and Beverage Services.

(a)    Alcoholic beverages will be served, sold and permitted to be consumed at the Club only as permitted by law. The Club reserves the right, in its sole discretion, to refuse service to any person who appears to be intoxicated.

(b)    All the food and beverages consumed on the Recreational Facilities must be furnished by the Club unless otherwise permitted in writing.

(c)    Club employees are permitted to deliver food or alcoholic beverages to locations away from the immediate area of the clubhouse or other designated areas of the Club only with the written permission of Club Management.

1.5. Advertisements.

(a) Commercial advertisements shall not be posted or circulated in the Recreational Facilities nor shall solicitations of any kind be made on the Recreational Facilities or upon the Club's stationery without the prior written approval of Club Management. Other than as permitted in writing by Club Management, no petition shall be originated, solicited, circulated, or posted on Club property.

1.6. Club Personnel and Operations.

(a) Persons using the Recreational Facilities should request neither special personal services from Club personnel who are on duty nor the personal use of the Club's furnishings or equipment which are not ordinarily available for us by Members.

(b) All complaints, criticisms or suggestions of any kind relating to any Club operations or personnel must be in writing, signed and addressed to the Club Manager.

(c) No person using the Recreational Facilities may abuse any Club personnel, verbally or otherwise. All service personnel of the Club are under the supervision of the Club Manager. No unauthorized person shall reprimand or discipline any employee, or request an employee to leave the Recreational Facilities for any reason. Any employee not rendering courteous and prompt service should be reported to Club Management Immediately.

(d) The Club reserves the right, in its sole discretion, to temporarily cease all or a portion of the Club's operation, the Club Facilities, and/or the Recreational Facilities from time to time for maintenance, repair, capital improvements, special events, or for any other reason determined by the Club. Notwithstanding any temporary closure, each Member shall be required to pay full membership dues without any adjustment during the time of such closure of the Club's operation, the Club Facilities, and/or the Recreational Facilities.

1.7. Club Property. No person shall remove from the room in which it is placed or from the Recreational Facilities any property or furniture belonging to the Club without proper written authorization.

1.8. Animals. Dogs or other pets (with the exception of Seeing Eye dogs or other assistance dogs that are necessary for a handicapped person to use and enjoy the Recreational Facilities) are not permitted on the Recreational Facilities, except with the written permission of Club Management. Registration application for pets may be requested from the Club Administrative Office. If the Club Management shall determine that any such pet shall become a nuisance, the pet shall be removed from the Recreational Facilities. No pet shall be left unattended or unleashed, on any portion of the Recreational Facilities. If any pet defecates on the Recreational Facilities, the pet owner must clean up the mess. If cooperation in this matter is not achieved, Club Management may determine that a nuisance exists. Any person who brings an animal onto the Recreational Facilities is responsible for any damaged caused by the animal.

1.9. Parking. Self-parking is permitted in areas identified as such. No parking will be allowed on grassed areas. “No Parking” signs must be observed. Violators shall be towed at the owner’s expense.

1.10. Smoking. Smoking is permitted only in designated areas. No smoking is permitted in the golf shop, restaurant or other Club buildings. While smoking is allowed in most outdoor areas, the Board reserves the right to designate specific outdoor areas as non-smoking by posting appropriate signage.

1.11. Fireworks. Absolutely no fireworks are permitted anywhere on the Recreational Facilities or adjacent areas unless part of a fireworks exhibit organized and conducted by the Club.

1.12. Weapons. Firearms and all other weapons of any kind are not permitted on the Recreational Facilities at any time.

1.13. Rules Violations. Violation of any of these rules or conduct in a manner prejudicial to the best interests of the Club will subject the person in violation to disciplinary action by the Club in accordance with the Membership Plan, these Rules and Regulations and the Governing Documents. The Governing Documents shall include the Declaration of Covenants, Conditions and Restrictions for Del Webb Naples Community Association, Inc. (the **Declaration**) and any applicable supplemental declaration, the By-Laws of the Del Webb Naples Community Association, Inc., the Articles of Incorporation of the Del Webb Naples Community Association, Inc., as they may be amended.

1.14. Non-Discrimination Policy. The Club shall not discriminate against any individual because of the individual’s race, color, religion, sex, national origin, age, handicap, or marital status.

## **Article II      Membership Cards**

2.1. Issuance. The Club will issue a membership card to Club Members, designees and the members of their “immediate families” (as defined in the Governing Documents) who are eligible to use the Recreational Facilities. Membership cards will include the name of the Member and the authorized holder (if other than the Member) and a picture of the Member, and shall be carried by each Member or authorized user while using the Recreational Facilities. Membership cards will not be issued to Member’s children under the age of 10 or over the age of 21 except in the case of a child who is a college or university student, who resides in the Unit as part of the “immediate family” on a full-time basis during times when the child is not attending classes in the college or university. All membership cards issued will be held for pick-up at the Club.

2.2. Non-Transferability. Any person other than the person to whom it is issued may not use a membership card. Membership cards are not transferable. A Member who leases his or her dwelling in Del Webb Naples Community Association, Inc. is presumed to have delegated his or her use privileges to the Recreational Facilities to the lessee. The Club shall issue

membership card(s) to the lessee for the term of the lease. The lessor's membership card and use privileges, and those of his or her family members, if any, shall be suspended during the term of the lease.

2.3. Replacement. In the event that a membership card is lost or stolen, the Member shall notify the Club's General Manager immediately. Upon notification, the card will be canceled and a new card will be issued. A fee, as determined by Club Management, may be charged to replace lost or stolen membership cards.

2.4. Other Club Identification-Decals/Temporary Passes. Club Management may issue identification decals or other insignia to Members, as it deems appropriate. Members shall display such insignia as required by the Club.

### **Article III Use Fees**

(a) Club Management may establish and charge daily use fees for all persons using certain Recreational Facilities or services. Such fees, as established, shall apply to both Members and non-members and shall generally be charged on a per person, per use basis; provided, the fee amounts may differ for Members and non-members. Such daily use fees may include, but shall not be limited to, greens fees, and cart fees. All such use fees shall be paid at the time the charge is incurred. User fees and charges will be assessed to support the cost of lifestyle programs and services such as classes, trips and special events. The Association adheres to a "No Refund" policy for activity programs except in instances where a program is cancelled by the Association.

### **Article IV Member Mailing Addresses**

(a) Each Member who does not reside at Del Webb Naples Community Association, Inc. or who wishes to receive Club mailings (including all notices, invoices and bulletins) at an address other than his or her residence at Del Webb Naples Community Association, Inc. shall be responsible for filing his or her mailing address with the Administrative Office. The address notification shall be in writing, preferably on a form provided by the Club. The Club may also provide notices by electronic transmission (to those Members who have consented), in the manner permitted by law. In the absence of an address on file at the Administrative Office, any Club mailing may, with the same effect described above, be addressed as the Club Manager determines is most likely to cause its prompt delivery.

(b) The Club must be notified in writing of any change of address within seven (7) days of such change. Failure to do so shall not invalidate any Club notices, bulletins and any other communications. The Club shall not be obligated to resend a notice to a Member after it has been sent.

### **Article V Club Services and Activities**

5.1. Membership Program. The Declaration grants to each residential property owner in the Del Webb Naples Community Association, Inc. community a membership in and rights to use the Recreational Facilities. Club Management and the Board have established a "Preferred

Membership Program” for resident of Del Webb Naples Community Association, Inc. by which unit owners obtain the rights to preferential tee-time access and preferential green and cart fees. Additionally, Club Management and the Board have established membership programs by which persons who do not own property in the Community may apply for memberships which provide access to and privileges of using the Recreational Facilities. Information regarding the various non-resident membership categories, application process and use privileges is available in the Membership Plan and the Declaration.

5.2. Non-Member Use. Club Management and the Board shall have the right to permit use of the Recreational Facilities by non-members, including members of the general public, under such circumstances, terms and conditions, and upon payment of such fees, as Club Management and Board shall determine in their sole and absolute discretion. Such use may include, but shall not be limited to, daily fee use of the Recreational Facilities, the golf facilities, and the use of the food and beverage outlets. Furthermore, the Board and/or Club Management reserves the right, in its sole and absolute discretion, to allocate tee times for non-members or other guests, whether during the in-season or otherwise. Such use may result in an offering of memberships on an annual or seasonal basis to said persons, which may be recalled at any time and for any reason by Club Management, in Club Management’s sole discretion. The granting of such rights shall not invalidate the Membership Plan, reduce or abate any of the Member’s obligations to pay any Club fees and/or charges (e.g. membership dues), or give any Member the right to avoid any of the provisions of the Membership Plan.

5.3. Special Events. The Club may provide a variety of social, cultural, educational, and recreational events in which all Members are encouraged to participate. Such events may be designated “Members Only” or may be open to the public and may include, but shall not be limited to, golf tournaments and charity events.

5.4. Private Functions. Private functions may be held at the Recreational Facilities with the prior written permission of Club Management and upon the payment of such fees or charges as Club Management may establish. The Club encourages the use of the Recreational Facilities for corporate or other private functions. Any person wishing to reserve the Recreational Facilities for a corporate or private event may contact the Club Manager for information regarding available facilities, dates and times. When scheduling such functions, Club Management will consider the effect the function is likely to have upon the normal operation of the club and may, in its sole and absolute discretion, refuse use of the Recreational Facilities. The function’s sponsor shall assume full responsibility for the conduct of all attendees, any damage to the Recreational Facilities, and the payment of any charges accumulated but unpaid by individuals attending the private function.

## **Article VI      Resignation of Membership**

6.1. Sale of Home in the Community. Any Member who is a Member of the Club by virtue of his or her membership in the Association shall be deemed to have resigned his or her membership upon the sale of Member’s home in Del Webb Naples Community Association, Inc.

6.2. Notice to Club. A Member who is not the owner of property in Del Webb Naples Community Association, Inc. (non-resident member) may resign membership in the Club by delivering written notice of resignation to Club Management, as more particularly described in the Membership Plan. The resignation shall be deemed effective on the date of its receipt by the Club, unless a later date is specified in the notice. The resigning Member shall not receive a refund of any fees paid.

6.3. Liability for Outstanding Charges. Notwithstanding any resignation, the Member and his or her spouse shall remain liable for any unpaid amounts owed to the Club. All assessments against the home in Del Webb Naples Community Association, Inc. shall run with title and shall be the obligation of the new owner if not paid or prorated at closing.

## **Article VII Discipline**

7.1. Member Conduct. Members are responsible for their own conduct and for the conduct of their family members and guests. Club Management shall be the sole judge of what constitutes improper conduct, but improper conduct will include, without limitation:

(a) Failure to pay to Club Management any fees or other charges, or any installment thereof, when due;

(b) Failure to accompany a guest if and when required while using the Recreational Facilities;

(c) Submission of false information in response to a request for information by the Club;

(d) Violation of the Membership Plan, the Governing Documents, or the Rules and Regulations;

(e) Conviction of a felony or of any crime involving moral turpitude, or a determination by Club Management that the person was convicted of a felony or such a crime prior to issuance of his or her membership and failed to disclose such conviction prior to approval by Club Management;

(f) Commission of any act which Club Management determines to be detrimental to or likely to endanger the welfare, safety, harmony, or good reputation of Club Management, the Club or any Member or authorized user;

(g) Allowing a membership card to be used by a person other than the Member or authorized user named on the card; or

(h) Abusing Club personnel or employees or Club property.

7.2. Sanctions; Expulsion. If Club Management determines, in accordance with the notice and hearing procedures set forth below, if applicable, that any Member or authorized user



is guilty of improper conduct, Club Management may impose such sanctions as it deems appropriate. Such sanctions may include, but need not be limited to, monetary fines, reprimand, temporary suspension of membership privileges, or expulsion and termination of membership. Although Club Management will not permanently expel a Member who owns a Unit in the Community so long as the Member owns such property, sanctions imposed upon a Resident member may include suspension of membership privileges shall be for such period as Club Management deems appropriate and the suspended Member or authorized user shall not be permitted to occupy or use the Recreational Facilities during such term. A suspended Member or authorized user shall remain fully liable for all fees and other charges accruing during any period of suspension.

Club Management's determination that an authorized user is not in good standing due to improper conduct shall be cause for suspension or termination of the authorized user's privilege of using the Recreational Facilities but shall not affect the privileges of the Member or its other authorized users. Club Management's determination that a Member's designee is not in good standing shall be cause for suspension or termination of the privileges of the designee and the designee's authorized users, but shall not affect the privileges of the Member. Suspension or termination of a Member's rights due to Club Management's determination that the Member is not in good standing shall also suspend or terminate all rights of the Member's designee and authorized users.

A person whose use privileges are suspended or terminated pursuant to this Section shall not be entitled to use the Recreational Facilities as the guest of another Member or otherwise. A Member who has been expelled shall be deemed to have resigned his or her membership.

7.3. Resident Members Entitled to Notice and Hearing. Except for non-payment of any amounts owing to the Club, Club Management shall not impose a fine upon or suspend the rights of a Resident member or any of its authorized users without prior notice to the Member (and Member's designee, if applicable) specifying the basis for a belief that the Member, its designee, or other authorized user is not in good standing due to improper conduct, and an opportunity for a hearing on the matter pursuant to the following:

(a) Notice. Club Management shall serve the alleged violator with written notice describing (i) the nature of the alleged violation, (ii) the proposed sanction to be imposed, (iii) a period of not less than 14 days within which the alleged violator may present a written request for a hearing to the board before the Covenants Committee, established pursuant to Article VIII of the Association By-Laws, and (iv) a statement that the proposed sanction shall be imposed as contained in the notice unless a challenge is begun within 14 days of the notice. If a timely challenge is not made, the sanction stated in the notice shall be imposed, provided the Covenants Committee may, but shall not be obligated to, suspend any proposed sanction if the violation is cured within the 14-day period. Such suspension shall not constitute a waiver of the right to sanction future violations of the same or other provisions and rules by any person.

(b) Hearing. If a hearing is requested within the allotted 14-day period, the hearing shall be held from the Covenants Committee in executive session. The alleged violator shall be afforded a reasonable opportunity to be heard. Prior to the effectiveness of any sanction

hereunder, proof of proper notice shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer, director or agent who delivered such notice. The notice requirement shall be deemed satisfied if the alleged violator or its representative appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed.

(c) Appeal. Following a hearing before the Covenants Committee, the violator shall have the right to appeal the decision to the Board. To exercise this right, a written notice of appeal must be received by the manager, President or Secretary of the Association within fourteen (14) days after the hearing date.

7.4. Non-Member Conduct. Any person who is neither a Resident nor Non-Resident member and who violates these Rules and Regulations or otherwise exhibits unsatisfactory conduct while using or occupying the Recreational Facilities shall be asked by Club personnel to leave the Club Facilities immediately. In the discretion of Club Management, the infraction may result in the non-member being denied access to the Recreational Facilities in the future.

#### **Article VIII Assumption of Risk and Liability for Personal Injury and Property Loss**

(a) Any Member, family member, guest, or other person who, in any manner, uses or occupies the Recreational Facilities, including any apparatus, appliance, facility, privilege, or service whatsoever owned, leased or operated by Del Webb Naples Community Association, Inc., including without limitation, the use of electric and/or specialty vehicles, or who engages in any contest, game, function, exercise, competition, or other activity operated, organized, arranged, or sponsored by the Club, either at or away from the Recreational Facilities, shall do so at his or her own risk. All persons using the Recreational Facilities agree to release and indemnify Club Management and Developer, and their respective affiliates, shareholders, partners, directors, officers, members, employees, representatives, successors, assigns, and agents (collectively, the “**Indemnified Parties**”) from and against any and all losses, liability, damages, costs, expenses, liens, claims, demands, injuries, and causes of action of every kind and character for death, personal injury, property damage, or any other liability, damages, fines, or penalties, including costs, attorneys’ fees and settlements, resulting from, arising out of, or in any way connected, whether direct, indirect or consequential, with the use of the Recreational Facilities. Furthermore, each Member acknowledges and agrees that if a Member brings legal action against any of the Indemnified Parties, said Member’s membership at the Club will be terminated immediately upon the filing of said legal action; whereupon, said Member shall pay to the Club all Club charges incurred as of the date of said termination, including, without limitation, said Member’s outstanding membership dues, if any.

(b) Should any party bound by these Rules and Regulations (except any party subject to the dispute resolution procedures of Article XIX of the Declaration) bring suit against any of the Indemnified Parties in connection with any event operated, organized, arranged, or sponsored by the club or on any other claim or matter in connection with membership in the Club, and fail to obtain judgment therein against any one or more of them, said party shall be liable to the

prevailing Indemnified Parties for all costs and expenses incurred by them in the defense of such suit, including court costs and attorneys' fees and expenses through all appellate proceedings.

(c) Each person using the Recreational Facilities, as a condition of such use privileges, assumes sole responsibility for his or her property. The Club shall not be responsible for any loss or damage to any personal property brought onto, used or stored on the Recreational Facilities, whether in lockers or elsewhere. Any personal property left in or on the Recreational Facilities for six (6) months or more without the payment of storage fees may be sold by the Club, with or without notice, or may be otherwise discarded. Any proceeds from such sale may be retained by the Club.

(d) Every person using the Recreational Facilities shall be liable for any property damage he or she causes. Each Member shall be liable for any property damage or personal injury at the Recreational Facilities, or at any activity or function operated, organized, arranged, or sponsored by the Club, caused by the Member, the Member's family members, or guests. If Any Member arranges or sponsors any activity or function at the Recreational Facilities, the member shall be responsible for any damage or injury even if such damage or injury was not caused by the Member. Each Member agrees that Club Operator may charge the cost of any such damage to his or her Club account.

## **Article IX Use of Electric and/or Specialty Vehicles in the Community**

9.1. Use of Electric and/or Specialty Vehicles on Private Thoroughfares. Del Webb Naples allows privately owned electronically powered electric and/or specialty vehicles to travel on designated streets within the Community consistent with state statute. Pursuant to the statute, all electric and/or specialty vehicles will be required to meet minimum safety standards. Electric and/or specialty vehicle travel is permitted within the designated boundaries of the Community, within the designated boundaries of Ave Maria and is not authorized on state, federal or county roads.

(a) Registration/Operation. Registration and operation of an electric and/or specialty vehicle on designated streets shall be in compliance with the provisions of the Florida Rules of the Road and the Florida Vehicle Code.

(b) Safe Working Condition. Electric and/or specialty vehicles must be in sound and safe working condition. No electric and/or specialty vehicle may be operated on a roadway unless, at a minimum, it has the following: brakes, a steering apparatus, four (4) tires, a roof, a windshield, a rearview mirror, two (2) headlines that emit a white light visible from a distance of five hundred (500) feet to the front, two (2) red taillights that are visible from a distance of one hundred (100) feet to the rear, break lights, and turn signals. Electric and/or specialty vehicles that do not have two (2) headlights that emit a white light visible from a distance of five hundred (500) feet to the front, two (2) red taillights that are visible from a distance of one hundred (100) feet to the rear, break lights, and turn signals are allowed to operate only during the hours of 8:00 am to 5:00 pm. When operated on a roadway, an electric and/or specialty vehicle shall have its headlights and tail lamps lighted. All valid registration stickers must be displayed on the front of the car. Any and all additional equipment that may be

deemed necessary by Florida Statutes and the Ave Maria Stewardship Community District. A person who drives or is in actual, physical control of an electric and/or specialty vehicle on a roadway is subject to all motor vehicle regulations including, but not limited to, DUI provisions. Storage of electric and/or specialty vehicles must be in compliance with the Declaration.

(c) Insurance. Electric and/or specialty vehicle drivers using Del Webb paths and roadways will be required to carry proof of insurance. Liability insurance must be maintained on all electric and/or specialty vehicles, with a limit of at least One Million Dollars (\$1,000,000.00) and with Del Webb Naples Community Association, Inc. named as additionally insured. The owner of an electric and/or specialty vehicle will be personally responsible for the conduct of anyone operating his or her electric and/or specialty vehicle and for any damage caused by its operation. Children under the age of sixteen (16) will not be permitted to drive an electric and/or specialty vehicle on Del Webb Naples Community Association, Inc. roads.

(d) Electric and/or Specialty Vehicles. All privately owned electric and/or specialty vehicles operated in the community must be electric and not gasoline powered. Vehicles shall not be operated on community sidewalks or on landscaped common areas at any time. All electric and/or specialty vehicles shall be manufactured by Club Car, E-Z Go, Yamaha or other recognized manufactures of electric and/or specialty vehicles as approved by Del Webb Naples Community Association, Inc. No modification or customization to the manufacturers' chassis, propulsion system or exterior appearance of the electric and/or specialty vehicle shall be allowed without prior written approval of Del Webb Naples Community Association, Inc.

(e) Street Rules. Electric and/or specialty vehicles should remain on the right side of the community roads, allowing regular vehicles to pass without obstruction. In so doing, operators must remain aware of, and away from marked bike paths. Pedestrians shall be given due consideration and a reasonable right of way at all times.

(f) Parking. All electric and/or specialty vehicles must be parked in designated vehicle parking stalls. N electric and/or specialty vehicle shall be parked in a roadway or on a designated electric and/or specialty vehicle path that may in any manner hinder the safe passage of other electric and/or specialty vehicles, bicycles or pedestrians along said path.

(g) Storage of Electric and/or Specialty Vehicles. All electric and/or specialty vehicles must be stored only in enclosed garages.

(h) Subject to Association Rules. Allowance for electric and/or specialty vehicle street use is intended to be a privilege and convenience to Association members, and any actions which threaten the safety and well-being of the membership, or otherwise infringe upon the rights of others will not be tolerated.

## **Article X      Reservations and Cancellations**

10.1 General. Reservations are required for certain activities of the Club, including the use of the golf facilities, and shall be accepted on a first-come, first-served basis by pre-registering from the appropriate Club personnel.

10.2 Dining Facilities. Dinner reservations may be required as determined by Club Management. Members are asked to assist in maintaining required service levels by making reservations for dining prior to 1:00 pm on the day involved. All reservations will be accommodated on an “as available” basis. A twenty-four (24) hour notice is required for parties of more than ten (10) persons and a set menu should be arranged whenever possible. The courtesy of providing notice of necessary changes or cancellations is requested no later than 1:00 pm on the day involved, except Members shall provide the Club with notice of cancellation of a reservation for a party of ten (10) or more at least twenty-four (24) hours prior to the reserved time, especially when a special menu has been requested. Reservations for dining will be held for only fifteen (15) minutes after the reserved time.

10.3 Table Assignment at Club Functions. For all functions of the Club held in the Club dining rooms, tables will be assigned on a first-call, first-choice basis. Reservations for special tables will not be accepted.

10.4 Cancellation Fees. Failure to cancel a reservation which one does not use, including tee times, at least twenty-four (24) hours prior to the reserved time, and dining reservations within the times specified in Section 9.2, may result in a cancellation fee being charged to the Member.

## **Article XI   Gratuities**

11.1 Percentage Added. For the convenience of all Members, a gratuity percentage, as determined from time to time by Club Management, may be added to all food and beverage sales. A Member may increase or decrease the gratuity percentage by signing the ticket invoice and changing the amount of the additional gratuity, as the Member deems appropriate.

11.2 State Tax on Alcohol Sales. An alcoholic surcharge is rendered by the State of Florida on all alcoholic beverages served. This tax varies by the amount, in ounces, of alcohol purchased by invoice.

## **Article XII   Children**

(a) Children under the lawful drinking age are not permitted in any lounge unless accompanied by an adult.

(b) Any person who brings a child onto the Recreational Facilities is responsible for the child’s conduct and safety while on the premises.

## **Article XIII   Attire**

(a) It is expected that all persons using the Recreational Facilities will dress in a fashion befitting the surroundings and atmosphere of the Recreational Facilities and appropriate for the activity in which one is participating or the event that one is attending. It is also expected the Members will advise their guests of the dress requirements. Club Management will publish specific dress requirements from time to time.

- (b) Shirts and shoes must be worn at all times when on the Recreational Facilities.
- (c) Spiked shoes are not permitted on the Club Facilities.

#### **Article XIV Guest and Lessee Policies**

14.1 Accommodation of Guest and Lessees. Use privileges may be extended under the rules established by Club Management and Developer from time to time to guests of Members and to lessees of Member's dwelling at Del Webb Naples Community Association, Inc. although it is the intention of the Club to accommodate guests without inconvenience to the Members, the Club and Developer reserve the right to limit the number of guests that accompany a Member on any given day. The Club and Developer shall establish the rate of the daily guest fees, which shall be charged in addition to any applicable use fees. The use rights and privileges delegated to a guest or lessee may be limited to a greater extent than the use rights and privileges of a Member. Such limitations may be enacted in the sole discretion of Club Management and Developer and may include, without limitation, imposing additional or higher fees, restrictions regarding reservation of tee times, and periods of use being reserved or restricted.

14.2 Use of the Recreational Facilities by Guests. All guests shall be either houseguests or day guests. A houseguest is defined as a guest temporarily residing in an Association Member's residence at Del Webb Naples Community Association, Inc. All other guests of a Member shall be considered day guests.

(a) Day Guests.

(i) Club Management and Developer reserve the right to limit the maximum number of times during each calendar year that a person may use the Recreational Facilities as the day guest of any Member.

(ii) Any person using the Recreational Facilities as a day guest must be registered with Club Management by the sponsoring Member.

(iii) Upon registration of the guest, the sponsoring Members or guest shall pay the guest fee then in effect, as established by Club Management.

(iv) All day guests must be accompanied by the sponsoring Member while using the Recreational Facilities.

(v) Guest charges for any Club services or use fees shall be paid by the sponsoring Member, authorized user, or guest at the time the charge is incurred.

(vi) The sponsoring Member shall be responsible for the conduct of his or her day guest while at the Recreational Facilities. If the manner, deportment or appearance of any day guest is deemed unsatisfactory by Club personnel, the sponsoring Member shall, at the request of Club, cause such day guest to vacate the Recreational Facilities.

(vii) Club Management reserves the right to require identification from each day guest.

(viii) Day guest privileges may be limited to Club Management and Developer from time to time in their sole and absolute discretion. Notice of any such limitations will be provided to the Members.

(b) House Guests.

(i) Each house guest must be registered with Club Management by the sponsoring Member, prior to the guest's arrival. Application forms for house guest privileges may be obtained from the Club. The application procedure shall be initiated by the Member at least two (2) days prior to the house guest's arrival.

(ii) Upon the payment of the applicable guest fee, the house guest shall be issued a temporary guest card. The temporary guest fee shall be in addition to any applicable use fees.

(iii) The temporary guest card shall expire two (2) weeks after the date of issuance. Renewal of houseguest privileges may be granted in the discretion of Club Management.

(iv) Any house guest holding a temporary guest card may use the Recreational Facilities unaccompanied by the sponsoring Member.

(v) The house guest shall pay all Club charges he or she incurs at the time they are incurred.

(vi) The sponsoring Member shall be responsible for the conduct of his or her house guest while at the Club. If the manner, deportment or appearance of any house guest is deemed unsatisfactory by Club personnel, the sponsoring Member shall, at the request of Club, cause such house guest to surrender his or her temporary membership card and vacate the Recreational Facilities.

(vii) House guest privileges may be limited by Club Management and Developer from time to time in their sole and absolute discretion. Notice of any such limitations will be provided to the Members.

14.3 Use of the Recreational Facilities by Lessees. A Member of the Club who owns a dwelling in Del Webb Naples Community Association, Inc. may delegate his or her rights to use the Recreational Facilities to any tenants or lessees of the dwelling, provided such tenants or lessees constitute an "immediate family" as defined in Article III of the Declaration (provided that a non-spouse cohabitant may be considered a spouse if the tenant and non-spouse reside in the dwelling as a single housekeeping unit, with their children, if any), and subject to any limitations restrictions, requirements, and fees as may be established by Club Management.

The Club may require that owners use lease forms approved by the Club and may impose a fee on the lease of any dwelling and privilege to use the Recreational Facilities in such amount as may be reasonably determined by the Board and which may be graduated in rates based on length of the lease, type of occupancy, anticipated use of the Recreational Facilities, other factors deemed appropriated by the Board. Additionally, the Club may require the prior payment of a lease deposit to ensure the compliance with the Governing Documents and to secure payment of an amount owed to the Club in the event of non-compliance or damage to the Club's property.

Any Member who leases his or her dwelling in Del Webb Naples Community Association, Inc. shall be presumed to have delegated his or her easements, as provided in the Declaration, and rights to use of the Recreational Facilities to his or her tenant or occupant, and such Member's easements and rights to use the Recreational Facilities shall be suspended during the term of the lease.

## **PART TWO: USE OF THE GOLF AND CLUBHOUSE FACILITIES**

### **Article XV General Golf Rules**

(a) The Rules of Golf as adopted by the United States Golf Association ("USGA") together with the Rules of Etiquette as adopted by the USGA shall be the rules of the Club, except when modified by local rules or by any of the rules herein.

(b) "Cutting-in" is not permitted at any time. All players must check in with the golf shop. Under no circumstances are players permitted to start play from residences.

(c) Practice is not allowed on the golf course. The practice facilities should be used for all practice. Range balls may not be used on the golf course. All persons wishing to use the practice facilities shall check in with the golf shop prior to beginning practice.

(d) Pace of play will be strictly enforced. An eighteen (18) hole round of golf should be played in **four (4) hours and twenty (20) minutes**. If a foursome or other group of players fails to keep its place on the course and falls behind the preceding group, the staff will assist the group in speeding up the pace of play. Staff may instruct the group to allow the following group to play through, or to skip a hole. When a Member of the group stops to search for a lost ball no more than five (5) minutes should be used to search for lost balls.

(e) All players who stop after playing nine (9) holes for any reason must occupy the next tee before the following players arrive at the tee or they shall lose their position on the golf course and must get permission from the golf shop to resume play.

(f) All tournament play must be approved in advance by Club Management.

(g) All players shall enter and leave bunkers at the nearest level point to the green and smooth sand over with a rake upon leaving.

(h) Players shall repair *all* ball marks on the green.



(i) Players shall repair all divots. Full divot mark with sand provided on the electric and/or specialty vehicle.

(j) Ball hawking is not allowed on the course at any time.

(k) If a player is repeatedly warned for slow play, Club Management may take such action as it deems appropriate, including without limitation, restricting the person's use of the golf course during certain times of the day.

(l) Each player must have his or her own set of golf clubs and golf bag.

(m) Proper golf attire is required for all players, and will be posted in the golf shop. Members are expected to ensure that their family members and guests adhere to such rules. To preserve the value of the Community, the following is not allowed:

Gentlemen or Ladies:

- Cut-off, frayed or torn clothing of any kind
- Cotton t-shirts or any clothing with verbiage or symbols that the Club deems offensive
- Swimwear
- Midriff-bearing, risqué or scantily-clad clothing
- Tank tops for gentlemen
- Bare feet – shoes must be worn at all times while on Club properties
- All players must wear soft spike golf shoes
- Shorts must be no shorter than mid-thigh

(n) Improperly dressed golfers shall be asked to change before playing. Any person in doubt of the appropriateness of his or her attire shall check with the golf shop before starting play.

(o) If lightning is in the area, all play shall cease. The Club has a lightning prediction system to detect lightning in the area and warn golfers, but golfers must not rely on the system and/or the Club to detect lightning and warn them. If lightning and/or threatening clouds are in the area, golfers must stop play and immediately seek shelter (e.g. in the Clubhouse or an on-course building).

(p) No beverage coolers are permitted on the golf course unless provided by the Club. Club Management reserves the right to inspect and approve all cooler contents.

(q) "Discontinued Play" Policy: less than three (3) holes played – full eighteen (18) hole credit; less than twelve (12) holes played – nine (9) hole credit.

(r) Twosomes may play at the discretion of the golf shop. Twosomes should not expect to play through foursomes and should not exert any pressure on the groups ahead. Foursomes shall have the right of way.

(s) Twosomes and singles shall be grouped with other players, if available, at the discretion of the golf shop.

(t) Singles shall have no priority on the golf course and shall be permitted to play only at the discretion of the golf shop.

(u) Groups of five (5) or more players shall not be permitted on the golf course at any time.

## **Article XVI Golf Play**

16.1 Hours of Play. The hours of play shall be posted in the Golf Shop. The golf shop staff shall determine when the golf course is fit for play.

### 16.2 Tee Times.

(a) All players must have a tee time reserved through the golf shop. The golf shop staff shall assign the tee time depending on availability.

(b) Tee times may be requested in person or by phone during golf shop hours. Tee times may be requested by the computer system, once the system is operational.

(c) Tee time changes must be communicated to and approved by the golf shop.

(d) Players who fail to cancel their tee time at least twenty-four (24) hours prior to the reserved time may be charged a fee for the unused rounds as determined by Club Management.

(e) Any person with a reserved tee time should notify the golf shop of any cancellation as soon as possible.

(f) In an effort to allocate starting times fairly, the Golf Shop may assign starting times on the basis of availability and priority as determined pursuant to a computerized starting time management system instituted by the Club. The time management system tracks the number of starting times previously reserved during a particular period of time on account of a particular membership and assigns a rating to such membership for purposes of awarding starting times during high demand periods.

### 16.3 Registration.

(a) All players must check in and register in the golf shop before beginning play, or beginning practice and all Members must present their membership cards upon registration.

(b) Failure to check in and register at least ten (10) minutes prior to a reserved tee time may result in re-assignment or cancellation of the tee time, at the discretion of the starter.

## **Article XVII Practice Range**

(a) The practice range is open during normal operating hours as posted in the golf shop. The practice range may be closed for general maintenance at Club Management's discretion.

(b) Range balls are for use on the practice range and may not be used on the golf course.

(c) Electric golf carts are not permitted on any tee area. Parking of electric golf carts are allowed in designated areas.

(d) Balls must be hit from designated areas. No hitting is permitted from the rough or sides of the practice range.

(e) Proper golf attire is required at all times on the practice range.

(f) Hand bag ball shaggers are not permitted.

(g) Lessons by unauthorized professionals are prohibited.

## **Article XVIII General Electric Golf Cart Rules**

(a) The use of an electric golf cart is mandatory when posted. All players shall be subject to applicable cart fees as established by Club Management and posted in the golf shop. The use of privately owned electric golf carts is permissible so long as the electric golf cart has been properly registered with Club Management. The use of a privately owned electric golf cart is extended to Residents and their Designees only. This privilege is not extended to guests of the general public. Any person accompanying a golfer on an electric golf cart that is not registered to play shall be charged a "rider" fee.

(b) Electric golf carts shall not be used by any person on the Recreational Facilities without proper assignment and registration in the golf shop.

(c) Electric golf carts may only be used on the golf course when the golf course is open for play.

(d) Each electric golf cart operator must be at least sixteen (16) years of age and have a valid automobile driver's license.

(e) Only two (2) persons and two (2) sets of golf clubs are permitted per electric golf cart vehicle.

(f) Pull carts are not permitted.

(g) All electric golf cart traffic signs must be obeyed.

(h) Electric golf cart paths shall be used where provided. Electric golf cart operators shall avoid soft spots on fairways, especially after rains. Roughs should be used whenever possible rather than the fairways.

(i) An electric golf cart should never be driven through a hazard.

(j) Operation of an electric golf cart is at the risk of the operator. Cost of repair to an electric golf cart which is damaged by a Member or a Member's family member (and as applicable, to a tenant and his or her family member, and to a non-spouse cohabitant) shall be the responsibility of the Member or other individual who obtained use of the electric golf cart from Club Management. In the case of damage by a guest of a Member, the sponsoring Member may be held responsible. Each Member shall be held fully responsible for any and all damages, including damages to the electric golf cart that are caused by the misuse of the electric golf cart by the Member, his or her family members, non-spouse cohabitant, tenants, or guests and shall reimburse Club Management for any and all damages the Club may sustain by reason of misuse.

(k) Every person who operates an electric golf cart accepts and assumes all responsibility for liability connected with operation of the electric golf cart. The operator also expressly indemnifies and agrees to hold harmless the Indemnified Parties from any and all damages, whether direct or consequential, arising from or related to his or her use and operation of the electric golf cart.

(l) "Course closed" or "hole closed" signs are to be adhered to without exception.

(m) Violations of the electric golf cart rules may result in loss of electric golf cart privileges and/or playing privileges.

#### 18.1 Privately Owned Electric Golf Carts.

(a) Privately owned electric golf carts must be inspected annually and approved for use by Club Management or its designee.

(b) All privately owned electric golf carts must be registered with Del Webb Naples Community Association, Inc. and have an identification decal in clear view.

(c) Privately owned electric golf carts without a current, updated, annual decal will not be allowed access to the golf course.

**(d) Club Management allows only two (2) people per electric golf cart.**

The annual private electric golf cart program allows the Resident or Designee, and any other person(s) authorized to enjoy the privileges of such private electric golf cart program pursuant to

the Private Electric Vehicle Policies, to operate the electric golf cart, provided such person(s) has a valid automobile driver's license and is named on a release of liability form signed by the Resident or Designee. This person(s) may ride with the owner in his or her privately owned electric golf cart. All other persons must pay the current applicable golf rate when they ride in a privately owned electric golf cart.

All food and beverage must be supplied by the Club. No outside food and beverage is permitted, which is in compliance with state and local liquor laws and county environmental services (health department) guidelines.

### **Private Electric Golf Cart Requirements**

#### **Approved Models:**

Columbia

Club Car

EZ-GO

Yamaha

Other (prior written approval of the Del Webb Naples Community Association Inc. required)

#### **Approved Colors:**

standard manufacturer colors

standard manufacturer colors

standard manufacturer colors

standard manufacturer colors

Theme carts are permitted only upon prior written approval of the Del Webb Naples Community Association, Inc.

Refurbished or used electric golf carts must be in excellent condition and may not be more than ten (10) years old.

Electric golf carts must not exceed twenty-five (25) mph.

### **Article XIX Handicaps**

19.1 Computation. Handicaps will be computed under the supervision of the golf shop in accordance with the current USGA Handicap System.

19.2 Tournaments. All Members and their guests with a USGA approved handicap may participate in Club tournaments. All handicaps submitted may be reviewed by the golf shop.

19.3 Posting Procedures. Members are responsible for posting all their scores on a daily basis. If a Member fails to turn in a score, a score that is equal to that Member's lowest score on record shall be posted. The golf shop shall assist any Members needing help with the posting procedures.

19.4 Recordkeeping. Accurate records are to be kept of scores turned in and recorded for all full rounds played. The golf shop shall determine if there are violations by Members in turning in their scores.

### **Article XX Golf Course Etiquette**

Persons using the golf course should do their part to make a round of golf a pleasant experience for everyone at the Club. Here are some suggestions:

(a) Do not waste time. Anticipate the club or clubs you may need, and go directly to your ball. Always be near your ball to play promptly when it is your turn. If a player is delayed in making his shot, it would be courteous for such player to indicate to another player to play which should not be deemed playing out of turn.

(b) The time required to “hole out” on and around the green is a chief cause of slow play. Study and clear the line of your putt while others are doing the same. Be ready to putt when it is your turn.

(c) Be sociable, but reserve your extended conversations for the 19<sup>th</sup> hole.

(d) When approaching a green, park your electric golf cart on the cart path on the best direct line to the next tee. This can save significant time. Never leave the electric golf cart in front of the green where you will have to go back and get it while the following players wait for you to get out of the way.

(e) Carefully rake bunkers after use.

(f) Fill all divots with soil mix provided on each electric golf cart.

(g) When play of a hole is completed, leave the green promptly and proceed to the next tee without delay. Do the scoring for the completed hole while the others in your group are playing from the next tee.

(h) If you are not holding your place on the course (see Article XIV “General Golf Rules”), allow the players behind to play through. Do the same if you stop to search for a lost ball.

(i) The golf rangers will report slow play and all breach of golf etiquette to the golf shop staff that will take appropriate action.

#### **Article XXI General Activity Center Rules**

(a) Authorized Members must reserve the room(s) in the Activity Center, and check in at the reservation desk.

(b) Smoking is not permitted in the Activity Center facilities. All food and beverages consumed in the Activity Center facilities must be furnished by the Club, unless otherwise permitted in writing.

(c) Regular operating hours for the Activity Center will be posted by Club Management and may be changed from time to time.