



NAPLES LAKES COUNTRY CLUB

RULES AND REGULATIONS

REVISED APRIL 2024

FOREWORD

These Rules and Regulations (“Rules”) have been established to promote the orderly and fair operation of Naples Lakes Country Club Homeowners Association, Inc. and its facilities and amenities (collectively, the “Club”) so that all Members, their family members, guests, invitees, and lessees are able to enjoy the many amenities and activities offered by the Club in a safe and pleasant environment. These Rules set out the basic procedures relating to the operation and use of the Club and guide our Members, their family members, guests, invitees, and lessees regarding the decorum, cooperation, and conduct that is expected from everyone at the Club. **Members are urged to thoroughly familiarize themselves, their family members, guests, invitees, and lessees with these Rules.**

You will notice that certain provisions are in **bold**. These are not typographical errors. Rather, it is to highlight those provisions that are seasonally problematic and recurring. They are not afforded greater weight than any other Rule but have added emphasis for your benefit in identifying more salient points.

These Rules have been revised and adopted by the Board of Directors pursuant to the Declaration (as later defined herein) and they are in full force and effect unless and until they are amended by the Board of Directors. Club Management is authorized and obligated to enforce these Rules. They are important because, in many ways, they will impact the day-to-day operations of the Club, and your interaction with the staff, administration, and each other. Again, please read them!

Thank you in advance for your attention and compliance with these Rules.

The Board of Directors
Naples Lakes Country Club

NLCC RULES AND REGULATIONS

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GENERAL

Rules. Members, their family members, guests, invitees, and lessees must abide by all Rules established by the Club as they may be amended from time to time. Members are responsible for ensuring that their family members, guests, invitees, and lessees comply with all Rules. Violation of any of these Rules or conduct prejudicial to the best interests of the Club will subject the Member to disciplinary action in accordance with these Rules. The Club has the right to amend these Rules from time to time and will notify the membership of any change.

Definitions. Any capitalized term in these Rules that is not specifically defined herein shall have the same meaning as defined in either the Declaration of Covenants, Conditions, and Restrictions or the Bylaws (collectively, the "Declaration").

Membership Roster. The Membership Roster (including names, mailing addresses, email addresses and telephone numbers) is the property of the Club and shall be used only for appropriate communications relating to Club matters. No person may use or disclose the Membership Roster, or any part thereof, for any business or personal solicitation or advertising. No person shall have the right to have the Club send any personal or business mailings or messages to the membership.

Posting of Notices. No notices, other than those covering routine Club matters or as may be directed by the Board of Directors ("Board") or General Manager/Chief Operating Officer ("General Manager"), may be posted anywhere on the Club premises. No Member may solicit or circulate any subscription list or place any advertisement or exhibit any articles for sale anywhere on the Club premises without the prior approval of the General Manager.

Solicitation. There shall be no solicitation in the name of, or on the behalf of, the Club, nor shall the name or logo of the Club be used for any purpose without the prior approval of the General Manager or Board. Petitions may be originated, solicited, circulated, or posted anywhere in the Club only with the approval of the General Manager. No Member, family member, guest, invitee, or lessee may discuss, solicit, or market the provision of goods and services by such Member to other Members, family members, guests, invitees, and lessees.

Public Communications. Only the General Manager, President, or other designated spokespeople are authorized to release information regarding the Club to the public, including the media. No other staff, Board member or Club Member should speak to the media or provide information to the public but should direct any media enquiries to the General Manager.

Website. Naples Lakes Country Club has a private website for member and staff use only. The website address is www.napleslakesfl.com. All Members are given a username and password at the time of their New Member Orientation.

The integrity of the Club's website is of critical importance and use of the website is an exclusive right of the membership. The use of the website to advertise or solicit business or services is strictly prohibited. Usernames and passwords should not be shared with family members, guests, or lessees unless prior approval has been received from the General Manager. The Membership Directory on the website is the property of the Club and may not be furnished to any non-member or outside entity for any reason. Misconduct, abuse, or misuse of the website and its content is a very serious matter. Unauthorized release of the Member Directory by a Member is a serious breach of Club policy. Violations will be reviewed and may result in suspension of privileges, restricted use of the website,

and other sanctions as determined by the Board. Violations may also be referred to legal counsel for appropriate action. It is the responsibility of each member to keep their personal information on the website up to date, including email address.

Social Media Policy. The Club understands that some Members participate in social networking media and chat rooms, and create and maintain personal websites, including blogs. The Club respects each Member's choice to participate in social networking and online and digital media. However, your online presence can affect the Club as your words, images, posts, and comments can reflect, or be attributed to, the Club. Members should be mindful to use online and digital media in a responsible and respectful manner. It shall be considered a breach of acceptable Member conduct (subject to disciplinary action) to post on any public or private website or other online forum, including, but not limited to, discussion lists, newsgroups, listservs, blogs, information sharing sites, social media sites, social or business networking sites, chat rooms, group messaging, or any other electronic, online or digital communication format such as YouTube, Clubster, LinkedIn, Facebook, MySpace, Instagram and X (formerly Twitter), any of the following:

- Anything that may harm the goodwill or reputation of, or any disparaging information about, the Club;
- Any disparaging, discriminatory or harassing statements concerning any Member, staff member, vendor, or other person associated with the Club;
- Any confidential information, trade secrets, proprietary, or intellectual property of the Club, including information relating to finances, Members, operational methods, plans, and policies; or
- Any private information relating to a Member, staff member, or vendor of the Club.

Wireless Devices and Cell Phones. All wireless devices and cell phones must be set to vibrate or silent mode while anywhere on the Club premises, including the pool and golf course. The use of wireless devices and cell phones is prohibited in clubhouse dining areas (Grill Room, Main Dining Room, Terrace), provided, however, that texting, email and other non-disruptive (silent) activities are permitted. Members and guests may use wireless devices and cell phones in the lobby and locker rooms of the clubhouse, at Arnie's, on the pool deck, at bocce and at tennis. Members must use proper discretion to ensure that the duration and noise level of any phone conversations are kept to a minimum and do not disrupt fellow Members and guests. Tablets and other handheld gaming devices may be used provided they are in silent mode and such activities are conducted in a quiet and polite manner and are not disruptive to other Members and guests. The use of wireless devices and cell phones on the golf course should be used with discretion and not interfere with the pace of play.

Directing of Staff. No Member, family member, guest, invitee, or lessee may give directions or instructions to any Club staff regarding the operation of the Club, nor may they directly countermand any instructions issued by Club Management (which includes any member of the Club's management team) to any staff member. Any request to Club staff, other than with respect to usual service or actions, must be channeled through Club Management. Members may not berate, belittle, reprimand, abuse or discipline any Club staff. All staff members are under the supervision of the General Manager. Any Member concerns regarding the conduct of the staff should be communicated to the General Manager. Club staff shall not be asked or directed to leave the Club premises except by Club Management.

Personal Services. Personal services, including but not limited to, golf lessons, tennis lessons, and fitness sessions are available from Club staff members. All such personal services provided on or in Club Facilities (as later defined herein) must be performed by Club staff members. No Member, family member, guest, invitee, or lessee may use the Club Facilities to receive or perform any professional services from or for individuals other than members of the Club staff. Any exception to this Rule must be approved in writing by the General Manager prior to the services being performed.

Employment. Relatives, including children, of Members shall not be employed in any capacity at the Club, except as expressly permitted in writing by the Board.

Consumption of Food and Beverages. All food and beverages consumed anywhere on the Club premises must be purchased from the Club, with exceptions granted by Club Management and as otherwise set forth in these Rules.

Alcoholic Beverages. All applicable laws, rules and regulations pertaining to the sale and consumption of alcoholic beverages, including those of the State of Florida, will be strictly enforced. No alcoholic beverages shall be consumed anywhere on the Club premises unless purchased from the Club. All alcoholic beverages purchased from the Club must be consumed in their entirety on Club property, excluding bulk sales of bottles of wine and unfinished bottles of wine to be taken home after dining when properly packaged. In accordance with applicable laws, no person under the age of 21 will be permitted to consume alcoholic beverages anywhere on the Club premises. Government-issued identification cards must be shown upon request. Children under the age of 21 are not permitted to be seated or to stand at any bar.

Smoking. The entire Clubhouse facility, including the pool area and Arnie's, is a non-smoking environment. Smoking is not permitted on the practice facilities or in the tennis court or bocce area, or during any party or event held outside. Cigars and cigarettes are to be smoked outside in designated areas only. This includes electronic and vapor cigarettes.

Pets. Pets (excluding registered service/emotional support animals) are not permitted at any time inside the clubhouse or at Arnie's. Pets and all service/emotional support animals must always remain under control of the Member. Members who walk their pets and service/emotional support animals must clean up after their pets.

Firearms. Firearms and all other weapons are not permitted on the Club Facilities at any time.

Fireworks. In accordance with Florida Statute, firework displays are prohibited except on New Year's Eve, New Year's Day, and Independence Day.

Golf Carts. Anyone operating a golf cart within the community must be at least 16 years of age and possess a valid driver's license. Golf carts may be driven on sidewalks that are marked for golf cart traffic but are otherwise prohibited from using the sidewalks as a means of moving through the community and are limited to use of the roadways. Pedestrians, bicycle riders, and other vehicle traffic shall be given the right-of-way at all times. Drivers of a golf cart are asked to announce to pedestrians and bicycle riders when they are passing.

Parking. Self-parking is permitted only in areas clearly identified for parking. Parking must be confined to spaces designated in the parking lot. Parking on grass areas, at the front entrance or in the delivery area of the clubhouse or in any way which blocks the normal flow of traffic is not permitted. No parking signage signs must be observed. Overnight parking at the clubhouse of any vehicle, including golf carts,

is permitted only with advance permission from Club Management. Overnight parking on the streets of the community is prohibited. Violations will be penalized as determined by the Board.

Traffic Rules. The speed limit in the community is 25 mph. All stop signs and directional traffic indicators must be obeyed by all vehicles, including automobiles, golf carts and bicycles.

Personal Safety. It must be recognized that many of the activities that take place at the Club and the use of driveways, golf driving ranges and parking areas involve the risk of accidents and injuries. It is up to each individual to exercise proper care and to be responsible for his or her own safety. Every person using the facilities of the Club does so at his or her own risk. THE CLUB DISCLAIMS LIABILITY FOR ANY INJURIES SUSTAINED BY USE OF CLUB FACILITIES AND GROUNDS. EACH MEMBER, THEIR FAMILY MEMBERS, GUESTS, INVITEES, AND LESSEES ACKNOWLEDGES AND ACCEPTS THESE RISKS AND AGREES TO HOLD THE CLUB HARMLESS FROM, AND RELEASE THE CLUB FROM, ANY LIABILITY, EXCEPT TO THE EXTENT CAUSED BY GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT BY THE CLUB.

Loss or Destruction of Property or Instances of Personal Injury. Each Member as a condition of membership, and their family members, guests, invitees, and lessees, as a condition of invitation to use the Club Facilities, assumes sole responsibility for his or her property. The Club is not responsible for any loss or damage to any private property used or stored at the Club Facilities, whether in lockers or elsewhere. Property or furniture belonging to the Club shall not be removed from the room in which it is placed or from the Club Facilities, without proper authorization. Every Member at the Club is responsible for any property damage and/or personal injury occurring on the Club grounds, or at any activity or function operated, organized, arranged, or sponsored by the Club, caused by the Member, their family members, guests, invitees, and lessees. The cost of any repairs or replacements to equipment, furnishings or property of the Club caused by a Member, their family members, guests, or invitees, shall be charged to the Member's Club account.

Members, their family members, guests, and invitees, and all other persons who, in any manner, make use of, or accept the use of, any apparatus, appliance, facility, privilege or service owned, leased or operated by the Club, including without limitation the use of golf carts provided by the Club and privately owned golf carts or participate in any contest, game, function, exercise, competition or other activity operated, organized, arranged or sponsored by the Club, either on or off the Club Facilities, shall do so at his or her own risk. Members release, waive, satisfy and forever discharge Naples Lakes Country Club Homeowners Association, Inc. and its directors, officers, managers, members, staff members, representatives and agents and the family members of each of them, from any and all manners of action, causes of action, damages, claims and demands whatsoever, including any claims arising out of negligence, in law or in equity, which the member may have now or at any time in the future, arising out of or resulting from the use of any apparatus, appliance, facility, privilege or service owned, leased or operated by the Club, including without limitation the use of golf carts provided by the Club and privately owned golf carts or the participation in any contest, game, function, exercise, competition or other activity operated, organized, arranged or sponsored by the Club, either on or off the Club Facilities. Members shall defend, indemnify and hold harmless Naples Lakes Country Club Homeowners Association, Inc. and its directors, officers, managers, Members, staff members, representatives and agents and the family members of each of them, from and against any and all losses, damages, claims or suits arising out of any personal injury or property damage caused by the intentional, accidental or negligent acts or omissions of the Member, their family members, guests, invitees, and lessees.

Should any Member, their family member, guest, invitee, or lessee file a legal action against Naples Lakes Country Club Homeowners Association, Inc. for any claim and fail to obtain judgment therein against it, the Member shall be liable to Naples Lakes Country Club Homeowners Association, Inc. for all costs and expenses incurred by it in the defense of such legal action, including reasonable attorney's fees (including fees required in connection with appellate proceedings).

Complaints. Minor complaints and comments may be communicated directly to the General Manager or any member of Club Management. Formal complaints must be made in writing to the General Manager and must include the name and address of the Member lodging the complaint, the date of the incident, a statement detailing the incident, and an expected curative action.

Conduct. All Members of the Club, their family members, guests, invitees, and lessees shall behave in a proper and dignified manner while anywhere on the Club premises. Members are encouraged to utilize common sense, respect for tradition, modesty and to be respectful and considerate of fellow Members. All complaints, criticisms or suggestions relating to the operations of the Club must be addressed to the General Manager.

Enforcement. Club Management is authorized and directed by the Board to enforce these Rules. Any Member, family member, guest, invitee, or lessee behaving inappropriately, violating the Rules, or behaving in any way that demeans the character or reputation of the Club may be reprimanded or suspended pursuant to the provisions of the Declaration and pursuant to the Suspension of Membership Privileges provisions of these Rules. The General Manager and his designates shall also have the authority of the Board and these Rules to require anyone to immediately leave the Club premises if they determine that any conduct or situation warrants such action, including a request for the assistance of law enforcement. Members shall be responsible for observance of these Rules by their family members, guests, and invitees.

DRESS CODE

General. The manner of dress, whether specified or not in the Dress Code, shall be governed by good taste and shall be in keeping with the character of the Club. Members, family members, guests, invitees, and lessees should dress in a fashion compatible with the appropriate occasion and the function attended. All Members, their family members, guests, invitees, and lessees shall be attired at all times according to the following Dress Code, which is an integral part of, and included within, these Rules. It is the responsibility of Members to ensure that their family members, guests, and invitees comply with the Dress Code. Failure to comply with the Dress Code may result in the Member, family member, guest, invitee, or lessee not being permitted to use the amenity. The dress standards of the Club may be waived or modified by Club Management from time to time for special activities, functions, and seasonality. Children are expected to conform with the Dress Code to the extent reasonably possible.

Prohibited Attire. While more casual attire is permitted in many areas, the following are not permitted at any time or place: cut-off shorts, excessively worn or torn clothing, and short shorts. Blue Denim is permitted in the clubhouse during the summer season only (June – October) and at Arnie's. Blue Denim shorts are not permitted at any time.

Clubhouse. Permissible attire for men includes collared or mock collared shirts with sleeves or turtlenecks, slacks, or shorts (no cargo shorts). Permissible attire for women includes suitable dresses,

tops, shorts, skirts, long or cropped (capri) pants. Men may not wear hats. Shoes must be worn at all times. Golf shoes worn inside the clubhouse must be spikeless.

Arnie's. Shirts, cover-ups, and shoes, sandals or flip-flops are required when sitting or standing at the bar, when seated at any dining table inside or along the perimeter. Hats, cargo shorts, and denim that is not excessively worn or torn are permitted. This dress code applies to the bocce courts as well. If moving from Arnie's to the Clubhouse, the dress code for the Clubhouse applies.

Pool Area (Pool and Pool Deck). All swimmers must wear proper swimming attire: for men, trunk shorts (no speedos), tee shirts, and for women, one-piece or two-piece swimsuits (no thongs) are considered proper swimming attire. Cut-offs, street clothes, or other inappropriate attire for swimming is not considered proper swimming attire. Shirts, cover-ups and shoes or flip flops are required outside the Pool area (including the parking areas). When moving from the pool to another area of Arnie's (bocce courts, under the cabana) or to the tennis courts or the Clubhouse, the Dress Code for that area applies.

Golf (Course and Practice Area). For men, collared or mock collared shirts with sleeves or turtlenecks, that must remain tucked in at all times, slacks, or shorts of a reasonable length without external thigh pockets (no cargo or carpenter slacks or shorts) are considered appropriate. For women, golf tops (no halters), skirts, long or cropped (capris) pants or shorts of a reasonable length are considered appropriate. **Men must remove hats in the Clubhouse.** Golf hats are permitted for women in all areas. Golf shoes must have approved spikes or be spikeless. **Unacceptable attire in the golf areas includes tank tops, halter tops, tee shirts, fishnet tops, jams, sweatpants, denim, bathing suits, gym, or tennis shorts.**

Tennis Courts. Proper tennis attire shall consist of tennis shoes (not basketball or jogging shoes) and tennis clothing (apparel of a style manufactured expressly for tennis). In cool weather, sweat clothes are permitted. **Street trousers, jeans or bathing attire are not permitted.**

Fitness Room. Casual workout attire is acceptable for the fitness facilities. Workout attire includes yoga or running pants, or other exercise clothing and sleeved tee shirts. Sleeveless tee shirts, tank tops, halter tops, and blue denim are not permitted. Tee shirts, gym shorts or warm-up pants are appropriate for men and leotards, tights, tee shirts, gym shorts or warm-up pants are appropriate for women. No black-soled (running type) shoes are permitted at the fitness facilities. Only aerobic or court shoes may be worn. Anyone wearing inappropriate attire will be asked to leave the fitness facilities.

USAGE

Use of Facilities. The facilities and grounds of the Club are for the exclusive use, accommodation, and enjoyment of its Members, their family members, guests, invitees, and lessees. None of the Club's Facilities shall at any time or in any manner be made available to the general public or to any non-member group or organization without express authorization of the General Manager.

Member Privileges. Membership is available only to persons who own a Unit in Naples Lakes and to spouses or domestic partners of such persons who are living in the Member's Unit and, in the case of a Unit that is not owned by an individual, to persons who are designated to use membership privileges as provided in "Ownership of a Unit" below. Membership allows the Member and their Immediate Family Member (as defined in "Immediate Family Member Privileges" below) to use all of the Club Facilities and to attend club-sponsored events held at the Club. Members and Immediate Family Members shall not be charged green fees, fitness fees, or court fees for use of the golf, fitness, and tennis facilities, but shall pay the applicable golf cart fees or annual trail fees (if the Member is

participating in the Club's annual private golf cart program) and other use charges established by the Club. Members shall have such advance sign-up privileges to reserve golf starting times and tennis court times as may be established by the Club as set forth in these Rules and in Policies approved by the Board.

Immediate Family Member Privileges. Membership shall be issued in the name of no more than two (2) adults per Unit, both of whom must be living in the Unit, and as designated in the Member Information Profile. Membership allows the Member, their Immediate Family Members, guests, invitees, and lessees to use the Club Facilities in accordance with the terms of these Rules and the Declaration and upon payment of the required annual assessments/dues. An "Immediate Family Member" of a Member is defined as the spouse or domestic partner of such Member who is living in the Member's Unit at Naples Lakes, or, where there is no spouse or domestic partner living in the Member's Unit in Naples Lakes, an adult child of the Member who is living in the Member's Unit in Naples Lakes, and children who are under the age of twenty-three and/or either living in the Member's Unit in Naples Lakes or attending school on a full-time basis. The Club reserves the right to restrict access to the golf, bocce, and tennis facilities by children under the age of 12 of the Member or of Immediate Family Members during peak periods of play.

Lessee Privileges. All lessees of residences in Naples Lakes **must have a lease** that has been processed in accordance with the leasing provisions of Article XI, Section 24 of the Declaration of Covenants, Conditions, and Restrictions. Such lessees are granted membership use privileges at Naples Lakes Country Club, subject to (i) the payment of a transfer fee; (ii) the lessor Member submitting an application for use privileges to the Club on behalf of their lessee; (iii) the lessee being approved by the Club; and (iv) compliance with the Rules and Regulations as established by the Club from time to time. A lessee who has complied with the stipulations of (i) through (iv) above shall have the same use privileges to use the Club Facilities as the lessor Member, but shall pay use fees, including but not limited to, green fees, golf cart fees, fitness, and tennis court fees for use of the golf, fitness and tennis facilities and other personal charges.

During the time a lessee is leasing a Unit from a Member, and regardless of whether such lessee has complied with the stipulations of (i) through (iv) above, the Member shall not have any privileges to use the Club Facilities, other than dining facilities, and shall be required to continue paying the applicable assessments/dues associated with their membership. Members are responsible for all fees and charges incurred by their lessee which remain unpaid after the customary billing and collection procedure of the Club, and for the conduct of each lessee. The Club may establish other rules relating to the use of the Club Facilities by lessees from time to time.

Guest Privileges. Guests of Members may be extended guest use privileges subject to payment of applicable guest fees and charges and compliance with the Rules and Regulations established by the Club. Guest privileges may be limited, denied, withdrawn, or revoked at any time by the Club. Although it is the intention of the Club to accommodate guests without inconvenience to the Members, the Club may limit the number of guests that accompany a Member on any given day or other time period, the number of times a particular guest may use the facilities, or any particular facility provided at the Club during any particular period of time. Sponsoring Members are responsible for the payment of all fees and charges that are not paid by their guests. No Member or group of Members acting in concert shall allow the same guests to frequently use the Club Facilities as a substitute for membership.

Guest Usage. Guests will be allowed to use the facilities only in accordance with the privileges of the sponsoring Member upon payment of use fees. Guest privileges may be limited by the Club, from time

to time, in the sole discretion of the Club. Notice of such limitation will be given by the Club. Fees and charges for any service may be paid directly by the guest or may be charged to the sponsoring Member's Club account. Sponsoring Members shall be responsible for all unpaid fees and charges incurred by their guests. **Sponsoring Members are responsible for the conduct of their guests while on the Club Facilities.** If the manner, deportment, or appearance of any guest is deemed to be unsatisfactory, the sponsoring Member shall, at the request of Club Management, cause such guest to leave the Club Facilities.

House Guests. A House Guest is defined as a guest temporarily residing in a Member's residence in the Naples Lakes residential community. All other guests of a Member shall be considered guests.

Registration of House Guests. House Guests must be registered by the sponsoring Member with the Club prior to their arrival. Application forms requesting House Guest privileges may be obtained from the Club. House Guest privileges will be extended to guests of a Member while that guest is residing in the Member's residence in Naples Lakes. To provide membership privileges for a House Guest, the sponsoring Member must initiate the application for House Guest privileges at least two business days prior to the arrival date of the House Guest.

House Guest Privileges. House Guests are permitted to use the Club Facilities without being accompanied by the Member in accordance with the Rules and Regulations established by the Club. The sponsoring Member does not have to give up membership privileges for the period of time the House Guest is in residence. House Guest privileges may be limited by the Club, from time to time, in the sole discretion of the Club. Notice of such limitation will be given by the Club.

House Guest Charging Privileges. House Guests will be allowed to use the Club Facilities only in accordance with the privileges of the membership of the sponsoring Member upon payment of all use fees, including green fees, golf cart fees, tennis court fees and other purchases made at the Club. Members may allow House Guests to charge to their Club account by signing the designated House Guest Form at the time of registration. Alternatively, the House Guest may provide a credit card upon arrival and will be provided a guest account number for charging privileges. Such guest account must be settled prior to the departure of the House Guest. For either form of settlement, the Member shall be fully responsible for all charges made by their House Guest.

House Guest Conduct. The sponsoring Member shall be responsible for the conduct of a House Guest while at the Club or within the Community. If the manner, deportment, or appearance of any House Guest is deemed to be unsatisfactory, the sponsoring Member shall, at the request of Club Management, cause such House Guest to leave the Club Facilities.

Children. Parents are responsible for and must control their children with due regard to the wishes and comfort of other Members. Children under twelve (12) years of age are permitted in the clubhouse only if supervised by an adult. Children under the lawful drinking age are not permitted in any area where alcohol is served unless accompanied by an adult. Children under sixteen (16) years of age are not permitted in the men's and women's locker rooms unless supervised by an adult and are not permitted to drive a golf cart within the Community. Additional rules that apply to children are listed under the Pool, Golf, and Tennis Rules.

Promotional Use of the Club Facilities, Tournament Play, Special Events and Group Outings. The Club has the right to designate persons to use the Club, including the golf facilities, for any purpose and upon such terms and conditions as are established from time to time by the Club. The persons designated to use the Club may include persons who are involved in special events held at the Club

and staff of the Club. The persons designated by the Club are subject solely to approval by the General Manager. The Club shall have the right at any time to hold promotional and other special events, including golf tournaments and group outings, and to promote the Club in advertisements and promotional materials by making reference to the Club. The Club reserves the right, in its sole discretion, to restrict or otherwise reserve the Club or any portion thereof, including the golf, tennis and clubhouse facilities, for maintenance, tournaments, group outings and other special events from time to time.

Use of Other Club's Facilities. The Club reserves the right to enter into reciprocal use arrangements with other clubs which would allow members at Naples Lakes Country Club to use the facilities at other clubs and the members at other clubs to use the facilities provided at Naples Lakes Country Club. The terms of such use and the fees to be paid for the reciprocal use privileges will be established by the Club from time to time. The reciprocal use privileges may be terminated at any time at the sole discretion of the Club.

ADMINISTRATIVE

Financial Responsibility for Membership. Each Member shall be directly and fully responsible to the Club for all damages and injuries caused by and for all charges incurred by the Member, their family members, guests, and invitees.

Assessments, Fees, and Charges. Pursuant to the Declaration, Members shall pay an Annual Assessment, as defined in the Declaration. The Club shall establish the required assessment and all other fees and charges for use of the Club. Assessments for Members shall be payable in advance quarterly, unless otherwise established by the Club.

No Member may exempt themselves from liability for the assessments and other fees and charges associated with such membership by non-use of the Club Facilities. The obligation to pay assessments is not dependent on the availability of all the facilities or the frequency of use. Repair and maintenance of the facilities and/or other occurrences may make it necessary for the Club to change hours of use or restrict the use of the facilities or to close certain facilities temporarily. The Club will not reduce or suspend the assessment during the time when the facilities, in whole or in part, are not available.

Club Charges. All Club charges must be charged to the Club account of the Member, House Guest, or lessee. No cash payments are to be made to any Club staff member, other than routine tipping. Credit Cards may be used by guests in the accompaniment of a Member, and for payment of Member, House Guest, or lessee Club accounts. **A surcharge will be added to all Credit Card transactions.**

Club Charges and Member Payments. An account number will be issued to the Member and to those family members and House Guests requested by the Member. The opportunity to charge to a Member's personal Club account is extended as a privilege of membership in the Club and is subject to continuing review and approval by the Club. All charges must be signed legibly by the person making the charge and the Member's last name and Club account number must be printed on the charge ticket. Members are responsible for the payment of all charges made by their family members, guests, and invitees. It is the responsibility of each Member to retain receipts for charges incurred at the Club. Copies of the monthly charges may be viewed on the Club website each month. Receipts will only be mailed upon request if a charge is disputed.

All dues, fees, food, beverage, merchandise, and services of the Club charged to the Member's Club account will be billed monthly and shall be due upon receipt and shall be deemed delinquent if not paid

by the end of the month in which the statement is posted on the Naples Lakes website. Past due bills will accrue each month an amount equal to the minimum late fee established by the Club and/or interest at the maximum non-usurious rate permitted by law from the due date of the statement balance until paid in full. The Club may require any member or members to post a security deposit, in an amount established by the Club, to cover Club charges.

Monthly Statements. Monthly statements will be closed on the last day of each month and will normally be posted on the Naples Lakes website within five days. All statements are due and payable upon receipt and in no event later than the end of the month in which the statement was posted. A late charge and/or interest will be added to all outstanding balances in accordance with these Rules and Regulations if the statement is not paid by the end of the month.

Member Information Profile. Persons who purchase a Unit in Naples Lakes must submit a fully completed and signed Membership Information Profile to the Membership Office at the Club within ten (10) days after the execution of their contract to purchase a Unit in Naples Lakes. Members acknowledge receipt of and agree to be bound by the terms and conditions of the Declaration and these Rules, agree to fully substitute the membership privileges obtained pursuant to the Declaration and these Rules for any present or prior rights in or to use the Club and agree to release and indemnify the Club for any and all damages and injuries caused by their own acts or the acts of their agents as further set forth in these Rules.

Mailing Addresses. Each Member must file with the Membership Office the valid mailing address and any changes thereto, to which correspondence from the Club is to be mailed. Members shall be deemed to have received mailings from the Club 10 business days after they have been mailed to the address on file with the Membership Office. In the absence of an address filing with the Membership Office, any Club mailing may, with the same effect as described above, be addressed as the General Manager may think is most likely to cause its prompt delivery.

Inspection of Records. Members wishing to inspect any Club record(s) may do so under the following provisions. Individuals will be allowed to inspect records in one session, once in a thirty (30) day period for up to 8 hours, during regular business hours (Monday-Friday, 8:30 am – 5 pm). The sessions may not be split. Photocopies cost \$.25 per page and are copied by a member of the Naples Lakes staff. There will be a charge of \$20 per hour after the first half hour for staff assistance in locating or copying any records. Only one Member, or their authorized agent, may inspect records at a session. Records and documents will not be analyzed by a member of the staff on behalf of a Member. Inspections shall not impact normal operations of the Club. Records and documents will not be gathered or pre-sorted by members of the staff. Certain records are not accessible to Members pursuant to Florida law.

HOUSE

Dining Reservations and Cancellations. Dining reservations in the clubhouse are generally required. Reservations will be accepted on a first-come, first-served basis by pre-registering online or with the appropriate staff member at the Club. Members are required to make dining reservations in advance for all special events and Club-sponsored parties. Members failing to honor their reservations for special events and Club-sponsored parties or who fail to cancel their reservations within 72 hours of the event will be charged in full.

Private Parties. Private parties are not permitted at the Club unless prior approval is obtained from Club Management. The person sponsoring the private party is responsible for all charges, the conduct of all guests, for damage caused by the guests, for installation of party décor, and for the removal of

such décor following the event. Bookings for banquets and private parties should generally be made two weeks in advance, at a minimum. A non-refundable deposit may be required, and cancellations must be made at least one week in advance or will be charged in full.

Gratuities. A gratuity percentage, as determined from time to time by Club Management, is added to all food and beverage sales for the convenience of the Members, who may increase or decrease the gratuity amount by noting the new amount and signing the charge ticket. As an alternative to increasing the amount on the charge ticket, the Member may give a cash tip.

Club Services and Activities. The Club provides a variety of social, cultural, and recreational events in which all Members are encouraged to participate. The Club desires to encourage the use of the Club by Members and other persons permitted by the Club for private parties, on any day or evening, provided it does not materially interfere with the normal operation of the Club, or with the services regularly available to the Members.

Locker Rooms. Lockers are provided for rental on an annual basis payable in advance each year at the fee established by the Club. Refunds on locker rentals will not be made, but discontinuing a locker rental can be made by submitting such request in writing to the Club and will be effective on December 31st of any year. The Club is not responsible for any articles placed in the lockers or left in the locker rooms. All clothing or other personal articles must be left in lockers, rather than sitting out in the locker room. Any personal items found sitting out will be put in the lost and found. Anyone responsible for undue carelessness in keeping the locker rooms clean and orderly will be subject to disciplinary action or fine by the Club.

Access to Service Areas. Members and their family members, guests, invitees, and lessees are not allowed in the golf cart and golf club storage areas, golf course maintenance area, kitchen, or other service areas without permission of Club Management.

FITNESS

General. Regular operating hours for the fitness facilities will be posted by the Club and may be changed from time to time. All Members, their family members, guests, invitees, and lessees must sign their name on the registration sheet in the Fitness Center. No clothing or personal possessions may be stored under benches or in the fitness facilities. Club towels are provided as a courtesy. After use, towels should be returned to the linen bin located in the Fitness Center.

Guests. Guest fees may be charged for use of the Fitness facilities. If fees are established, the Member's Club account will be billed. Children under sixteen (16) years of age are not permitted to use the Fitness facilities unless accompanied or supervised by an adult.

Safety. It is the responsibility of all persons, prior to using the fitness facilities, to consult with their physician, and such persons should be in good physical condition and have no physical, medical, or psychological conditions, disabilities, impairments, or ailments, chronic or otherwise, which would preclude, impair or prevent them from safely using the fitness facilities, or engaging in active or passive exercise. Pregnant women should not use the fitness facilities before consulting with a physician and should follow their physician's instructions for use of the fitness facilities. All users of the Fitness facilities assume full risk of loss and responsibility for any injury or damage to their health or that of their unborn child, including death. All accidents and injuries must be reported to Club Management immediately.

Conduct. Smoking, vaping, and alcoholic beverages are prohibited in the Fitness facilities. No food or drink, with the exception of water bottles for personal hydration, may be brought into the facility. Horseplay, profanity, disruptive conduct, and indiscreet behavior at the Fitness facilities are strictly prohibited. Stereo, television, and other personal electronic devices should not be turned up so loud as to disturb fellow users. Consideration should be given to others when using fitness equipment and allow other users to finish their workout.

Equipment. It is the responsibility of each user to obtain instruction on how to use the equipment prior to using such equipment, and the equipment is only to be used in accordance with such instructions. Proper care and use of all equipment is the responsibility of each user. Naples Lakes Country Club Homeowners Association, Inc. disclaims any liability for unauthorized or inappropriate use of the fitness equipment and facilities, which results in physical injury, bodily harm or death to Members or the unborn children of pregnant women, their family members, guests, invitees, or lessees. In order to keep the Fitness facility sanitary, all equipment should be wiped down before and after each use.

TENNIS

General. Use of the tennis courts at the Club shall at all times be subject to the direction and supervision of Club Management which shall determine the suitability of the tennis courts for play. Courts will be closed when necessary for maintenance operations or when dictated by safety considerations as determined by the Head or Assistant Tennis Professional. All accidents, no matter how minor, must be reported to Club Management immediately.

Registration and Play. Court reservations may be made by phone or in person. Singles and doubles may reserve a court for one and one-half hours. Each player must register before playing. A player who fails to register prior to play shall have no standing on the court. At the end of their playing period, players must promptly relinquish their court to the next players. Once a player is off the court, the Member may sign up for the next available court times.

Conduct. Proper tennis etiquette should be observed at all times. Excessive noise, racquet throwing, ball slamming or profanity is not permitted. Courtesy and consideration should be observed. Players and spectators shall not enter a court or walk across or behind a court while a point is being played. Players should enter their court from the area closest to the back of the court they will use. Disregard for court courtesy should be reported to the Head or Assistant Tennis Professional.

Children. Children under twelve (12) years of age are not allowed on the courts without adult supervision, unless otherwise permitted by the Head or Assistant Tennis Professional. Persons not playing tennis are not permitted on the courts. Parents are urged not to allow unsupervised children to play around the tennis courts.

CLUB POOL

General. Use of the pool facilities is at the swimmer's own risk (lifeguards will not be on duty). All persons using the pool area are urged to cooperate in keeping the area clean by properly disposing of trash. Use of the pool facilities is prohibited while exercise classes are in session, other than by participants in those classes.

Operation. The swimming pool and spa are open daily from dawn to dusk. Night swimming is prohibited. The bathing load is 47 persons. The spa is limited to no more than seven persons at one time and will have a maximum temperature of 104 degrees.

Guests. The number of guests (other than House Guests and Immediate Family Members) that a Member may bring to the pool is limited to five. The Club may further limit the number of guests at the discretion of Club Management. Guests must be accompanied by the sponsoring Member.

Children. Children under twelve (12) years of age are permitted in the pool area only if accompanied and supervised by an adult who is eighteen (18) years of age or older. Children wearing diapers must wear rubber pants or swimming diapers while in the pool.

Pets. No animals, other than qualified service/emotional support animals, are allowed on the pool deck. No animals are allowed in the pool water.

Food and Beverage. All food and beverages, including alcoholic beverages, must be purchased at Naples Lakes Country Club, other than water for personal hydration. **No food or beverage is permitted within a four-foot perimeter of the pool, and no food or beverages are permitted in the pool in accordance with County Health Code.** Glass objects, drinking glasses, beverage coolers and sharp objects are not permitted in the pool area.

Lounge Chairs and Seating. Saving chairs for persons absent from the pool area is not permitted. All persons using the pool furniture must cover the furniture with a towel during use.

Health and Safety. Showers are required prior to entering the pool or spa to remove all suntan oils and lotions. Persons with skin disorders or other maladies potentially harmful to others may not use the pool or spa. All accidents, no matter how minor, must be reported to Club Management immediately. The Club is not responsible for any accidents resulting from the use of the pool or spa or for the loss or theft of bathing suits, articles of clothing or other personal possessions.

Pool Toys. Flotation devices are permitted, provided they do not interfere with the enjoyment of other swimmers. Non-swimming children must be accompanied in the water by their parent or adult guardian. Small toys such as balls, water guns, rings, etc. may be permitted, depending on the number of persons in the pool and the manner in which the toys are used.

Conduct. Conduct at the pool must be such as to provide a great experience for everyone. Foul or abusive language will not be tolerated and may result in suspension of use privileges. Running and noisy or hazardous activity is not permitted in the pool area. Pushing, dunking and dangerous games are not permitted. Diving is not allowed.

GOLF

General. Club Management may close the golf course to play at any time, in its sole discretion. Practice is not allowed on the golf course. The practice facility must be used for all practice. The golf course may not be used for any purpose except golf. Any non-golf activities such as picnicking, biking, kite flying, soccer, football, recreational walking, jogging, walking of pets, skateboarding, roller blading and similar activities are not permitted on the cart paths or golf course. **The golf course is for golf.** Fishing in lakes on the golf course is permitted on the residential side of the lake, behind the Member's Unit only, and is at the sole risk of the individual.

Rules of Golf. The Rules of Golf of the United States Golf Association ("U.S.G.A.") together with the Rules of Etiquette as adopted by the U.S.G.A. shall be the rules of Naples Lakes Country Club, except when in conflict with local rules.

Hours of Play. The hours of play and Golf Shop hours will be posted on the Club website. The Golf Course Superintendent is authorized to determine when the golf course is suitable for play. In the absence of the Golf Course Superintendent, the Golf Professional on duty shall make this decision. Their decision shall be final.

Rules of Play. All play shall start at #1 tee unless otherwise directed by a Golf Shop staff member. Under no circumstances are players permitted to start play from residences. Cutting into play between holes is not permitted. Children under the age of sixteen (16) must be accompanied by an adult while playing golf unless playing in a Club-sponsored tournament. All players who stop after playing nine holes for any reason must occupy the next tee before the following players arrive at the tee or they will lose their position on the golf course and must get permission from the starter to resume play.

Etiquette. The game of golf relies on the integrity of each individual to show consideration for other players and to abide by the rules of the game. The spirit of the game requires all players to conduct themselves in a disciplined manner demonstrating courtesy and sportsmanship at all times. All players, especially children and other beginning golfers, are expected to learn and observe the fundamentals of golf etiquette. Persons using the golf facilities should do their part to make a round of golf at Naples Lakes Country Club a pleasant experience for everyone. **WE CANNOT EMPHASIZE THIS ENOUGH.**

- 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 a shot, it would be courteous for such player to indicate to another player to play. No player should play until the players in front are safely out of range.
- 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.
- Players should ensure that greens are not damaged by putting down bags or the flagsticks and that the hole is not damaged by standing close to it or by removing the flagstick or the ball from the hole. The flagstick should be properly replaced in the hole before the players leave the green.
- No one should move, talk, or stand close to or directly behind the ball or hole when a player is addressing the ball or making a stroke.
- When approaching a green, park your golf cart on the cart path on the best direct line to the next tee. This can save about twenty minutes per round.
- Never leave the golf cart in front of the green where you will have to go back to get it, while the following players wait for you to get out of the way.
- When play of a hole is completed, leave the green promptly and proceed to the next tee. Do the scoring for the completed hole while the others in your group are playing from the next tee.
- Repair your ball marks on the green. If you see unrepaired ball marks repair them also. Remind your playing partner to observe this courtesy.
- Enter and exit bunkers on the low side at the nearest level point to the green. Carefully rake bunkers after use and leave the entire rake outside the bunker.

Registering for Play. All players must register in the Golf Shop or with the starter before beginning play. Only Members, Immediate Family Members, House Guests, or lessees who have paid a transfer fee can submit a tee time request. All unaccompanied guests must follow the unaccompanied guest

policy. After registering in the Golf Shop, the player shall proceed to the driving range and check in with the starter. Failure to check in and register at least ten (10) minutes prior to a reserved starting time may cause cancellation, set back or a no-show fee to be charged to the Member's account. Players late for their starting time lose their right to the starting time and shall begin play only at the discretion of the starter. The starter will inform players of starting position (#1 or #10 tee), course conditions, the cart rules and pin position for the day, and when to proceed to the starting hole. Players should be prepared to head to the assigned tee when the starter calls their group.

Starting Times. All players must have a starting time reserved through the Golf Shop and the names of all players in the group are required. The Golf Shop staff members will assign the starting time depending on availability. The Club may limit the number of golf starting times reserved by a Member on any given day. Starting Times Requests may be made by phone during Golf Shop hours or through the Automated Tee Time System twenty-four (24) hours per day. A link to the Automated Tee Time System can be found on the Naples Lakes website. Persons reserving a golf starting time must give their name and membership number and the names of the players in their group at the time of reservation. Starting time changes must be approved by the Golf Shop. The Golf Shop shall be notified of any cancellations as soon as possible. Players who fail to cancel their starting time at least twenty-four (24) hours prior to their scheduled starting time may be charged a no-show fee established by the Club and be assessed Chelsea points. Each Member is entitled to make one advanced guest tee time reservation per calendar year, in accordance with the Guest Tee Time Advanced Reservation Policy.

Chelsea Computerized Tee Times. All starting times are created by the Chelsea Tee Time System by logging on to the Naples Lakes website. Starting Time requests are processed three days in advance. It is important to keep the confirmation number to check the actual tee time assigned. The Golf Shop can provide further information on understanding how to use the Chelsea system. Members may enter Starting Time Requests in the Automated Tee Time System up to fourteen (14) days in advance.

Unaccompanied Guests. All guests must be accompanied by a Member unless the Member has submitted a letter to the Director of Golf in advance. If approved by the Director of Golf, starting times will be assigned to an unaccompanied guest on a space available basis two days in advance.

Practice Facilities. The practice facilities are open during normal operating hours as posted in the Golf Shop. The practice facilities will be closed from time to time for general maintenance. **Range balls are for use on the practice facilities only and may not be removed or used on the golf course.** Balls must be hit from designated areas only. No hitting is permitted from the rough or sides of the practice range. Golf carts are not permitted on any tee area and must be parked in designated areas with all four tires on the paved parking area. Children under the age of 16 must be supervised by an adult. The practice facilities and adjacent areas are designated as NO SMOKING OR VAPING. No pets are allowed on the range, practice facilities or golf course.

Care and Maintenance of the Golf Course. Players should respect the architectural "eyebrows" found on the course. These brows provide visual enhancement and beauty to the course. Do not walk on, drive over, or park on them. They can be uneven and unstable. Access to the fairways is clearly designated with ropes and yellow stakes.

Priority of Groups. Twosomes and threesomes should not expect to play through foursomes and should not exert any pressure on the groups ahead. Foursomes shall have the right of way. Twosomes and singles may be grouped with other players, if available, at the discretion of the Golf Staff. Requests from the Golf Staff to join another group may not be refused. Singles shall have no priority on the golf

course and shall be permitted to play only at the discretion of the Golf Staff. Fivesomes (or more) are not permitted on the golf course without prior approval of the Golf Staff.

Pace of Play. In the interest of all, players should play without delay. Each group (and all players in the group) has an equal responsibility to maintain a reasonable pace of play. An eighteen-hole round should be played by a foursome in a maximum of 4 hours and 15 minutes. During play, the proper position of each group is directly behind the group in front. Players should be waiting for the players in the group ahead to be safely out of range. **If a foursome or other group of players is unable to maintain adequate speed of play and fails to keep their place on the course, Golf Staff have the absolute authority to require the slow playing group to pick up their balls and move forward to catch up with the group ahead.** Continued slow play by players will be noted and a Golf Shop staff member will attempt to improve such players' position to enable them to complete play within four hours and fifteen (15) minutes. If such efforts do not result in the required completion time, the Club may limit the play of such players to times other than prime playing times.

Slow Play Enforcement Policy: Slow play will not be tolerated. All players should follow the established pace of play guidelines instituted by the Golf Staff. Offenders will be subject to discipline/penalties under existing Slow Play Policies.

Players should be "Ready to Play" when it is their turn. When two players are riding in the same cart, the driver should go to the ball of the rider, drop off the rider and then proceed to his or her ball to avoid having to walk back and forth, delaying the game.

Rangers. Rangers are employed by Naples Lakes Country Club to ensure prompt action in emergency situations, to promote proper pace of play and to remind players of proper golf course etiquette. Rangers are to be **RESPECTED** by all Members and guests, You must follow the Ranger's instruction – there are **No exceptions.**

Use of Carts. Golf carts (whether personal or club-owned) shall not be used by anyone without proper assignment and registration in the Golf Shop. Only two carts with a maximum of four players are allowed to play per tee time. Only two persons and two sets of golf clubs are permitted per golf cart. All players must have their own clubs. Golf carts may only be used on the golf course when the course is open for play. Club carts may not be driven to residences at any time. Each operator of a golf cart must be at least 16 years of age and have a valid vehicle driver's license.

Responsibility. Operation of a golf cart is at the risk of the operator. Cost of repair to a golf cart which is damaged by a Member, their family member, guest, or invitee will be charged to the Member or, in case of damage by a lessee, the cost of repair will be charged to the lessee. Members and lessees will be held fully responsible for any and all damages, including personal injury, death and property damage, that are caused by the operation of the golf cart by the Member or lessee, as the case may be, and their respective family members, guests, or invitees, and the Member or lessee as the case may be shall reimburse Naples Lakes Country Club Homeowners Association, Inc. for any and all damages so caused. The Member or lessee using a golf cart accepts and assumes all responsibility for liability connected with operation of the golf cart. The Member or lessee also expressly indemnifies and agrees to hold harmless Naples Lakes Country Club Homeowners Association, Inc. and its directors, officers, members, managers, staff members, representatives, and agents, from any and all damages, whether direct or consequential, arising from or related to the use and operation of the golf cart by the Member or the lessee as the case may be, and by their respective family members, guests, invitees, and lessees.

Cart Traffic. The Club may require that carts remain on cart paths based on course and weather conditions. Players will be informed of this policy prior to play. Exceptions to this “cart path only” policy for golfers with a physical disability must be obtained from the Director of Golf or from the golf professional on duty, who may issue a “blue flag” to that player. All golf cart traffic signs must be obeyed. Cart directional signs should be considered as an imaginary line across the fairway from the cart path to the rough. No carts are allowed past this point. Always use golf cart paths where provided, especially near tees and greens. Except on golf cart paths, do not drive a golf cart within ten (10) yards of a green, tee or bunker. Golf carts must remain on golf cart paths on all par three holes without exception (including carts with “blue flags”). Carts should never be driven into a penalty area, and drivers should avoid soft areas, especially after rain. Golf carts shall only be driven on sidewalks that are 8 feet in width or greater, and not marked as being prohibited to golf carts. Golf carts do not have priority over other vehicles when on or crossing roadways, and cart drivers must obey all stop signs.

90 Degree Rule. When leaving the teeing ground, carts must remain on the cart path until even with a player’s ball in the fairway. Carts should remain on the path until reaching the yellow stake. Once passed the yellow entrance stake, carts may turn and drive out to (and may have to circle back to) a player’s ball. After hitting the next shot, carts should return to the cart path as soon as possible, but in no case can they be driven past the black exit stake. Less cart traffic over the grass keeps it in better shape, especially in season. Carts should travel and park in the fairway (instead of the rough) whenever possible and remember “when it’s brown go around”. Brown grass is in stress and further travel over it only delays its recovery.

Coquina. The coquina cart paths and waste areas are considered in play on the golf course. Players whose ball is in the coquina must play the ball as it lies. Loose impediments may be removed without moving the ball. Practice swings are permitted, and players may ground their club. After playing the shot, the impact area and footprints should be smoothed with a club or shoe.

Blue Handicap Flags. Naples Lakes Country Club recognizes that individuals using “blue flags” require some relaxation of normal cart rules in order to allow them to enjoy their round of golf through improved access, minimizing physical demands and maintaining an appropriate pace of play. At the same time, “blue flag” users must be aware of the potential damage created by carts and the resulting requirements for additional maintenance. We trust that the following guidelines will allow “blue flag” users to continue to enjoy the game while ensuring that the course maintains the level of quality and pace of play expected by all Members and guests.

- During certain times of the year, and/or during certain weather conditions, it may be necessary to restrict all carts, including “blue flag” carts to cart paths only. The Club will endeavor to minimize any inconvenience that this may create. However, “blue flag” users will be expected to follow the instructions of Golf Shop staff with respect to path use.
- Carts may be taken inside the limits of the fairways designated by “no carts” signage. However, carts shall not be taken onto the sloped area of green and tee surrounds, on green approaches, or between bunkers and the putting surface. In general, carts should be kept a minimum of ten (10) yards from the putting surface. Carts taken inside “no carts” signage should back out of that area after hitting their shot and proceed to the black “exit” stake and return to the cart path. A blue stake is located next to the green for parking.
- **All par 3 holes are “cart path only”. There are NO EXCEPTIONS, including “blue flags”.**
- All persons requiring a “blue flag” must register with the Golf Shop each year.

Private Golf Carts. The use of privately-owned golf carts is permitted by Members, their Immediate Family Members, and lessees, upon approval by the Club, payment of the annual trail fee, execution of the annual trail fee agreement, and compliance with the rules established by the Club for privately-owned golf carts. The Private Golf Cart and Annual Trail Fee Agreement is available on the Club website or through the Golf Shop.

Handicaps. Handicaps are computed under the supervision of the Director of Golf in accordance with the current USGA Handicap System. Only Members with a USGA approved handicap may participate in Club tournaments or events. All handicaps submitted may be reviewed by the Handicap Committee.

Posting Scores. Before midnight after each round of golf, players must enter their score in the handicap computer located in the Golf Shop lobby or on their personal devices by using the GHIN application. The Golf Staff will assist members with the posting procedure. Failure to post a score may result in the Handicap Committee posting a score equal to the lowest score of the offending Member's last twenty (20) rounds. The Director of Golf and/or the Handicap Committee will determine if there are violations by Members in entering their scores and they have the right to adjust handicaps appropriately.

Tournaments, Events and Outings. The majority of event registrations are done through the Chelsea System. All events are for Members unless the event includes guests. All Members must have a current USGA handicap if they wish to compete. All male Members can sign up for Men's Day. Players may check the Men's Day website to find the schedule of events and formats for each Wednesday. Ladies 9- & 18-Hole Association events are for lady Members who have joined their respective associations. Players may check each Ladies' Association website to find the schedule of events and formats. The Club will have outings on the golf course from time to time. Notices of these outings will be posted indicating the hours during which the outing will take place. The Golf Shop will notify members of future tournaments, corporate and other group outings, fund-raising events, and other times when use of the golf course will be restricted.

Inclement Weather. The Thor-Guard lightning detection system warns golfers of lightning in the area. The siren for threatening weather will be a continuous solid sound. As soon as the siren goes off, all play is suspended immediately, and golfers need to seek shelter or return to the clubhouse. Play will be allowed to continue when three continuous short siren blasts sound. The driving range and practice area are also closed when the siren has detected lightning. The discontinued play policy for inclement weather for a green and cart fee when playing with a guest is as follows: less than four holes played – full 18-hole credit; less than thirteen holes played – nine-hole credit. It is the sole responsibility of the player to apply for a credit from the Golf Shop on the day play is discontinued.

MEMBERSHIP

General. The Club Facilities described below are owned and managed by the Naples Lakes Country Club Homeowners Association, Inc., a Florida not-for-profit corporation. The Declaration of Covenants, Conditions and Restrictions of Naples Lakes Country Club is recorded in the public records of Collier County, Florida. The Club Facilities are part of the Common Area of the Association, as defined in the Declaration, and the Club shall own, manage, and control the Club Facilities provided at Naples Lakes Country Club in accordance with these membership privileges and Rules and the Declaration.

All questions concerning the Club Facilities or the membership privileges to use the Club Facilities should be directed to the Membership Office at the Club at (239) 919-1150.

Club Facilities. The facilities of Naples Lakes Country Club, referred to herein as the "Club Facilities," include the following:

- an eighteen-hole Arnold Palmer Signature golf course and golf practice facilities including an aqua practice range, practice bunker and chipping and putting greens;
- a clubhouse consisting of: dining facilities; private dining room; grille room; outside terrace; Golf Shop; men's locker room facilities with lockers, steam shower and restroom facilities; women's locker room facilities with lockers, steam shower and restroom facilities; fitness facility offering cardiovascular equipment and weight machines; aerobics room; administrative and accounting offices; patio/deck areas; and a Member Library and computer room;
- a golf club and golf cart storage facility;
- an outdoor resort-style venue that includes a swimming pool, spa, bocce courts, dining, restrooms, and showers;
- five Har Tru tennis courts (including two lighted tennis courts);

If the operation of any of the Club Facilities is prevented in whole or in part by any law, rule, regulation, order or other action adopted or taken by any federal, state or local governmental authority or by any acts of God, or other casualties, or by any other cause not reasonably within the control of the Club, whether or not specifically mentioned herein, the Club shall be excused, discharged and released from performance to the extent that the performance or obligation is so limited or prevented by such occurrence without liability of any kind.

Classifications of Membership. The Club offers one classification of membership. Membership is mandatory and automatic with the ownership of a Unit in Naples Lakes (as is more fully described in the "Membership Privileges" provisions of these Rules) and is appurtenant to and shall not be separated from the Unit. Upon the resale of a Unit within Naples Lakes, the new owner (or, in the case where the Unit is not purchased by an individual, the person designated by the new owner) will become a Member upon submitting the Member Information Profile to the Club and payment of all required fees. Membership and all privileges to use the Club Facilities shall terminate upon the closing and resale of the Unit in Naples Lakes to another owner. Membership shall be governed by the Declaration and these Rules. In the event of a conflict between these Rules and the Declaration, the terms and conditions of the Declaration shall prevail. The membership must be maintained in good standing at all times until such Member sells their Unit in Naples Lakes to a new owner.

If additional classifications of membership are made available, the Club will establish the use privileges of the additional membership classifications, the number of memberships available and any membership deposit/fee, annual fees, dues, fees, and other charges to be paid for these additional classifications of membership.

Membership Privileges. Membership requires payment of any applicable transfer fee, assessments/dues, fees and charges and compliance with the Rules established by the Club. Membership is available only to persons who own a Unit in Naples Lakes and to spouses or domestic partners who are living in the Member's Unit in Naples Lakes of such persons and, in the case of a Unit that is not owned by an individual, to persons who are designated to use membership privileges as provided in "Ownership of a Unit" below and allows the Member and their Immediate Family Member to use all of the Club Facilities and to attend club-sponsored events held at the Club. Members and Immediate Family Members shall not be charged green fees, fitness fees or court fees for use of the

golf, fitness and tennis facilities but shall pay the applicable golf cart fees or annual trail fees (if the Member and/or the Immediate Family Member is participating in the Club's annual private golf cart program) and other use charges established by the Club. Members shall have such advance sign-up privileges to reserve golf starting times and tennis court times as may be established by the Club as set forth in these Rules and in Policies approved by the Board.

Ownership of a Unit. In the event a Unit in Naples Lakes is owned by an individual, membership privileges to use the Club Facilities shall be available to the individual owner and his or her Immediate Family Members, as further described above. If a Unit in Naples Lakes is owned by a husband or wife, or by one or both domestic partners, membership privileges to use the Club Facilities shall be available to both the husband and wife, or to both of the domestic partners, and their respective Immediate Family Members. However, if a Unit in Naples Lakes is owned other than by an individual, husband or wife, or one or both domestic partners, including but not limited to, multiple owners, an entity, joint or multiple tenancy, corporation, partnership or trust, such owner(s) shall designate a maximum of 2 adults, at least one of whom must be one of the owners, or, in the case of ownership by an entity, one of the principals, trustees, partners or beneficiaries of such entity to use the membership privileges, and shall designate one of such people to be the Member. The individual(s) designated by the owner(s) to use the membership privileges in accordance with the foregoing must reside in the residence in Naples Lakes owned by such owner and submit a Member Information Profile to the Club. The owner(s) may change the designated user no more than one time per twelve (12) month period upon application to the Club, submission of a Membership Profile by the new designee. When a Unit in Naples Lakes is owned by more than one individual, each such owner shall be jointly and severally liable for all assessments/dues, fees, personal charges and all other charges and liabilities associated with that membership.

Transfer of Membership. Members may not sell, transfer, lease or otherwise assign their membership privileges except through the Club and only in accordance with the sale or lease of their Unit in Naples Lakes. Membership is mandatory and automatic with the ownership of a Unit in Naples Lakes and is appurtenant to and shall not be separated from the Unit. Upon the resale of the Unit within Naples Lakes, the new owner (or, in the case where the Unit is not purchased by an individual, the person designated by the new owner as such) will become a Member upon submitting the Member Information Profile to the Club and payment of all required fees.

The membership privileges of a Member who is selling their Unit in Naples Lakes to a new owner shall terminate upon the closing of the sale of their Unit to a new owner and the new owner submitting the Member Information Profile to the Club and paying all required fees. Any attempt to sell, transfer, lease or otherwise reassign a membership at Naples Lakes Country Club, either voluntarily, involuntarily or by operation of law, which is not in accordance with these Rules, or the Declaration, shall be null and void and no person or entity may obtain a Membership except as provided herein or in the Declaration.

Persons or entities who own a Unit in Naples Lakes (and the corresponding Members) are not allowed to resign their membership and are required to maintain the membership in good standing at all times and to pay to the Club all required assessments/dues, fees, personal charges and all other fees associated with the Membership until the closing of the sale of the Member's Unit in Naples Lakes to a subsequent owner of the property. Therefore, memberships are not transferable and terminate without refund of any kind upon the closing of the sale of the Unit in Naples Lakes to a new owner or on such earlier date as otherwise set forth in these Rules or the Declaration.

Modification and Termination of Membership. The Club reserves the right to amend and modify these Rules in any manner it deems appropriate, provided such amendments and modifications have been approved by the Board, and do not materially adversely affect the availability of golf tee times for, or other rights of use of the Club Facilities by existing Members in the sole discretion of the Club, unless such amendment or modification is approved as provided in the Declaration. All Members agree to be bound by any such changes to these Rules and all amendments to these Rules will be binding on all Members and notice of such amendments shall be posted in the clubhouse or distributed to the Members.

SUSPENSION OF MEMBERSHIP PRIVILEGES

Disciplinary Action. Membership privileges may be restricted or suspended by the Club, or such other disciplinary action may be taken which is deemed appropriate by the Club, including, but not limited to, the imposition of a fine, if, in the sole judgment of the Board, the Member, their family member, guest, invitee, or lessee:

- a. submits false information on the application, which if truthfully disclosed, would have rendered the applicant ineligible for membership or use privileges;
- b. permits the unauthorized use of a Member's Club account;
- c. exhibits unsatisfactory behavior, deportment or appearance or acts in any other manner determined not to be in the best interest of Naples Lakes Country Club or its Members;
- d. fails to pay dues, fees, charges, or any other amount owed to the Club or Village Association in a proper and timely manner;
- e. fails to abide by these Rules and Regulations established for use of the Club Facilities, as may be amended from time to time;
- f. treats any member of the staff or independent contractor of the Club in an unreasonable, disrespectful or abusive manner;
- g. fails to accompany a guest when required by the Club; or
- h. engages in conduct that is improper or likely to endanger the welfare, safety, health, harmony or reputation of Naples Lakes Country Club or its members.

Suspension. The Club may at any time restrict or suspend for cause(s) described in the preceding paragraph, the privileges of any Member, their family member, guest, invitee, or lessee to use any or all of the Club Facilities provided at Naples Lakes Country Club. No such Member shall on account of any such restriction or suspension be entitled to a refund of any transfer fee, dues, fees, assessments, or any other charges. During the restriction or suspension, all dues, fees, and other charges shall continue to accrue and shall be paid in full prior to reinstatement as a Member in good standing.

Notification and Due Process. The Member, their family member, guest, invitee, or lessee shall be notified of any alleged infraction and the proposed disciplinary action and shall be given an opportunity to be heard by the Board prior to the imposition of such proposed disciplinary action to show cause why the individual should not be disciplined in accordance with these Rules. Upon the levying of a proposed fine, suspension or other disciplinary action, the Club shall set a time and date for such hearing, which shall be no more than fourteen (14) days after the levying of the proposed fine, suspension or other disciplinary action. Depending on the severity of the violation, at the discretion of the Board, privileges of the offending Member, their family member, guest, invitee, or lessee may be suspended by the Club pending a final resolution.