NAPLES LAKES COUNTRY CLUB

FULL MEMBERSHIP

RULES AND REGULATIONS

January 2011

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NAPLES LAKES COUNTRY CLUB

FULL MEMBERSHIP RULES AND REGULATIONS

MEMBERSHIP OPPORTUNITY

The Club Facilities described below are owned and managed by the Naples Lakes Country Club Homeowners Association, Inc. (the "Club"), a Florida not-for-profit corporation. The Declaration of Covenants, Conditions and Restrictions of Naples Lakes Country Club (the "Declaration") 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 Regulations (the "Rules and Regulations") 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) 732-6700.

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;
- * golf practice facilities including an aqua practice range and chipping and putting greens;
- * a clubhouse consisting of approximately 15,000 square feet which includes: dining facilities; private dining room; kitchen; lounge; 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; and patio/deck areas;
- * a golf club and golf cart storage facility;
- * a swim/tennis facility offering an informal grill (the "Cabana") and men's and women's changing rooms;
- * 5 tennis courts (including two lighted tennis courts);
- * a swimming pool and spa; and
- * a member library and computer room

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.

TWO CLASSIFICATIONS OF MEMBERSHIP PRIVILEGES ARE AVAILABLE AT NAPLES LAKES COUNTRY CLUB

The Club offers two classifications of membership: "Full Membership" and "Annual Tennis Membership."

A Full Membership is only available to a Member of the Club, as defined in the Declaration. Full 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 a Unit within Naples Lakes, the new owner will become a Full Member upon submitting the Full Member Information Profile to the Club and payment of all required fees. Full 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. Full Membership shall be governed by the Declaration and these Rules and Regulations. In the event of a conflict between these Rules and Regulations and the Declaration, the terms and conditions of the Declaration shall prevail. The Full Membership must be maintained in good standing at all times until such member sells its Unit in Naples Lakes to a new owner.

An Annual Tennis Membership is only available to a limited number of outside parties. The Board of Directors may rescind this type of membership at any time. Annual Tennis Members pay an annual fee to the Club which is non-refundable. Privileges of an Annual Tennis Member include tennis, swimming and dining.

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.

USE OF THE CLUB FACILITIES BY THE IMMEDIATE FAMILY OF FULL MEMBERS

Full Membership shall be issued in the name of the individual designated in the Full Member Information Profile. A Full Membership allows the member and immediate family members to use the facilities in accordance with the terms of these Rules and Regulations and the Declaration and upon payment of the required annual assessments/dues. The immediate family of a member includes the spouse who is living in the member's home, and unmarried children who are under the age of twenty-three and/or either living in the member's home or attending school on a full-time basis. The Club reserves the right to restrict access to the golf and tennis facilities by children of the immediate family during peak periods of play.

FULL MEMBERS OBTAIN SPECIFIC MEMBERSHIP PRIVILEGES

Membership requires payment of any applicable transfer fee, assessments/dues, fees and charges and compliance with the Rules and Regulations established by the Club. Full Members obtain the following use privileges:

Full Membership Privileges

A Full Membership is currently available only to persons who own a Unit in Naples Lakes and allows the member to use all of the Club Facilities and to attend club-sponsored events held at the Club. Full

Members shall not be charged green fees or court fees for use of the golf 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. Full 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 Regulations.

GUEST PRIVILEGES

Club Members may have guests use the facilities in accordance with the Rules and Regulations established by the Club. The number of times a particular guest may use the facilities or any particular facility provided at Naples Lakes Country Club during any particular period of time and the number of guests a member may sponsor at any particular time may be limited. Sponsoring members are responsible for the payment of all fees and charges that are not paid by their guests.

OWNERSHIP OF A UNIT IN NAPLES LAKES

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, as further described above and if a Unit in Naples Lakes is owned by a husband and wife, membership privileges to use the Club Facilities shall be available to both the husband and wife and their immediate family. However, if a Unit in Naples Lakes is owned other than by an individual or husband and wife, including but not limited to, multiple owners, an entity, joint or multiple tenancy, corporation, partnership or trust, such owner(s) shall designate one individual or family (who must be one of the owners) to use the membership privileges. The individual or family designated by the owner(s) must reside in the residence in Naples lakes and submit a Full Member Information Profile to the Club. The owner(s) may change the designated user one time per year, upon application to the Club, submission of a Full Membership Profile by the new designee and payment of a redesignation fee to the Club. The redesignation fee shall be established by the Club or the Board of Directors of the Club.

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 Full Membership.

USE OF MEMBERSHIP PRIVILEGES BY LESSEES

Full Members have the opportunity to designate the lessee of their residences in Naples Lakes who have a lease term of at least thirty (30) days as the beneficial user of their membership use privileges at Naples Lakes Country Club. This privilege is subject to the payment of a transfer fee, the member submitting an application for use privileges to the Club on behalf of their lessee and the lessee being approved and continued compliance with these Rules and Regulations as established by the Club from time to time. Prior to use of the Club Facilities, the lessee must be approved by the Club. A lessee who is designated as the beneficial user of a member's membership shall have use privileges to use the Club Facilities as the lessor Full Member, but shall pay use fees, including but not limited to, green fees, golf cart fees and tennis court fees for use of the golf and tennis facilities and other personal charges incurred at Naples Lakes Country Club.

During the time a Full Member has designated a lessee to use their membership privileges, the Full Member shall not have any privileges to use the Club Facilities except the dining facilities provided at the clubhouse 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.

FULL MEMBER INFORMATION PROFILE

Persons who purchase a Unit in Naples Lakes must submit a fully completed and signed Full 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.

Full Members agree to be bound by the terms and conditions of the Declaration and these Rules and Regulations, agree to fully substitute the membership privileges obtained pursuant to the Declaration and these Rules and Regulations for any present or prior rights in or to use the Club Facilities 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 and Regulations.

FULL MEMBERSHIP PRIVILEGES

Full Members may not sell, transfer or otherwise assign their membership privileges except through the Club. Full 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 will become a Full Member upon submitting the Full Member Information Profile to the Club and payment of all required fees. Full Membership and all privileges to use the Club facilities shall terminate upon the closing of the sale of the Unit in Naples Lakes to another owner.

The membership privileges of a Full 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. Any attempt to transfer or reassign a Full Membership at Naples Lakes Country Club, either voluntarily, involuntarily or by operation of law, which is not in accordance with these Rules and Regulations or the Declaration shall be null and void and no person or entity may obtain a Full Membership except as provided herein or in the Declaration.

Persons who own a unit in Naples Lakes are not allowed to resign their Full Membership and are required to maintain the Full 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 Full Membership until the closing of the sale of the member's Unit in Naples Lakes to a subsequent owner of the property. Therefore, Full 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 and Regulations or the Declaration.

THE MEMBERSHIP YEAR OF THE CLUB IS THE FISCAL YEAR, JANUARY 1 TO DECEMBER 31

The Club's membership year will constitute the twelve (12) month period commencing January 1 and ending December 31, unless otherwise established by the Club.

ASSESSMENTS, FEES AND CHARGES ESTABLISHED BY THE CLUB

Pursuant to the Declaration, Full 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 Facilities. Assessments for Full Members shall be payable in advance quarterly, unless otherwise established by the Club.

No Full Member may exempt himself or herself from liability for the assessments and other fees and charges associated with such Full 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.

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.

FINANCIAL RESPONSIBILITY FOR MEMBERSHIP AT NAPLES LAKES COUNTRY CLUB

Each member at Naples Lakes Country Club shall be responsible for the conduct of their immediate family members, guests and lessees when using the Club Facilities and 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's spouse, their immediate family members, guests and lessees.

CLUB COMMITTEES

The Club may establish committees consisting of members as it deems appropriate. Management shall meet with these committees to discuss the operation of the Club Facilities and the formulation of programs for members. Each of the committees shall submit their recommendations to the Club for review and approval.

All committees shall act as advisory committees only. The chairperson of each committee may appoint from the members of the committees such sub-committees as they deem desirable. All sub-committees shall report directly to the committee as a whole, which shall approve, amend or disapprove the report of the sub-committee.

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 Facilities, 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 Facilities may include persons who are involved in special events held at Naples Lakes Country Club and employees at Naples Lakes Country Club. The persons designated by the Club are subject solely to approval by the Club.

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 Naples Lakes Country Club in advertisements and promotional materials by making reference to Naples Lakes Country Club. The Club reserves the right, in its sole discretion, to restrict or otherwise reserve in advance the Club Facilities 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 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.

MODIFICATION AND TERMINATION OF MEMBERSHIP PROGRAM

The Club reserves the right to amend and modify these Rules and Regulations in any manner it deems appropriate provided such amendments and modifications do not materially adversely affect the availability of golf tee times for, or other rights of use of the Club Facilities by existing Full 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 changes to these Rules and Regulations and all amendments to these Rules and Regulations will be binding on all members and notice of such amendments shall be posted in the clubhouse or mailed to the members.

The Club further reserves the right to terminate any membership program, other than Full Membership, at Naples Lakes Country Club with or without cause.

GENERAL CLUB RULES

- 1. The hours of operation of all facilities and services provided at Naples Lakes Country Club will be established by the Naples Lakes Country Club Board of Directors and the Management considering the season of the year and other circumstances. Certain facilities will be closed from time to time for maintenance, repairs and other purposes deemed necessary by the Management.
- 2. Members, their immediate family members, guests 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 immediate family members, guests and lessees comply with all rules.
- 3. 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.
- 4. All state and local laws concerning the sale of alcoholic beverages will be strictly enforced. Alcoholic beverages will not be served or sold, nor permitted to be consumed, at Naples Lakes Country Club during hours prohibited by law. Alcoholic beverages will not be served or sold to any person not permitted to purchase the same under the laws of the State of Florida. Alcoholic beverages will not be sold for consumption off the Club's premises. All alcoholic beverages consumed on the Club Facilities must be purchased at Naples Lakes Country Club.
- 5. Proper attire, decorum and consideration of the comfort of others must be observed at all times.
- 6. Members and their immediate family members, guests and lessees are not allowed in the golf cart and golf club storage areas, golf course maintenance area, kitchen or other service areas.

- 7. Dogs or other pets, with the exception of service animals, are not permitted on the Club Facilities without the prior approval of the General Manager. If permitted, such dogs, service animals or other pets must remain under control at all times and the member is responsible for any damage caused by the dog or other pet. Members who walk their pets must clean up after their pets.
- 8. All food and beverage consumed on the Club Facilities must be purchased at Naples Lakes Country Club. The only exception is that a member may bring in a bottle of wine, however the member will be required to pay the Club a Corkage Fee.
- 9. Members, their immediate family members, guests and lessees may not abuse any of the Club's employees, verbally or otherwise. All employees of the Club are under the supervision of the General Manager and no member, their immediate family members, guests and lessees shall reprimand or discipline any employee, for any reason. Any employee not rendering courteous and prompt service should be reported to the General Manager immediately. All such reports will be given prompt attention.
- 10. The speed limit in the community is 25 mph.
- 11. 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" signs must be observed.
- 12. Advertisements in any form are prohibited on the Club Facilities and shall not be posted or circulated at the Club without the prior approval of the General Manager.
- 13. Petitions may be originated, solicited, circulated or posted on the Club Facilities only with the approval of the General Manager.
- 14. There shall be no solicitation in the name of, or on the behalf of, Naples Lakes Country Club nor shall the name or logo of Naples Lakes Country Club be used for any purpose, without prior approval of the General Manager or Board of Directors.
- 15. Protecting the privacy of all members is extremely important. A member, their immediate family member, guest or lessee shall not discuss, solicit or market goods and services to other members, their immediate family, guest or lessee.
- 16. Smoking is not permitted in the Clubhouse, on the practice facilities, tennis court area nor at any outside party or event.
- 17. Loud or offensive language is not tolerated at any time.
- 18. Firearms and all other weapons are not permitted on the Club Facilities at any time.
- 19. All complaints, criticisms or suggestions relating to the operations of the Club Facilities must be in writing, signed and addressed to the General Manager.
- 20. The roster of members at Naples Lakes Country Club is the property of the Club and may be furnished to the members of the Club at the sole direction of the Club. The membership roster shall not be used or given to a non-member for any reason whatsoever. Unauthorized release of the

membership roster by a member is viewed as a serious breach of Club policy. Violations will be reviewed by the Club and may result in suspension of privileges or other disciplinary actions. The member roster may not be used for solicitation.

- 21. Cell phone usage is not permitted on the second floor of the Clubhouse at any time. Cell phone usage in other Club Facilities shall not be disruptive to others.
- 22. Violation of any of these rules or conduct prejudicial to the best interests of the Club will subject the violator to disciplinary action in accordance with these Rules and Regulations.
- 23. The Club has the right to amend these Rules and Regulations when necessary and will notify the membership of any change.
- 24. The personnel of the Club have full authority to enforce these Rules and Regulations and any infractions will be reported to the General Manager.
- 25. Personal Services including, but not limited to, golf lessons, tennis lessons, and fitness sessions are available from Naples Lakes Country Club Staff Members. All such personal services must be performed by Naples Lakes Country Club Staff Members. No member or guest may use Naples Lakes Club Facilities to receive or perform any professional services from or for individuals other than members of the Naples Lakes Country Club Staff. Any exception to this policy must be approved prior to the services being performed in writing by the General Manager.
- 26. Shirts or cover-ups must be worn at all times on the Club Facilities. The only exception is at the Club swimming pool and spa.
- 27. Golf carts must be driven slowly when on a sidewalk. Pedestrians and bicycle riders shall be given the right-of-way at all times. Golf carts shall be driven on the grass around the pedestrians and/or bicycle riders. Pedestrians or bicycle riders shall never be asked to leave the sidewalk. Drivers of a golf cart are asked to announce to pedestrians and bicycle riders when they are being passed,

CLUB CHARGES AND MEMBER PAYMENTS

- 1. A membership card indicating a Club account number will be issued to the member and to those members of their immediate family requested by the member.
- 2. The opportunity to charge to a member's personal Club account is extended as a privilege of membership at Naples Lakes Country Club and is subject to continuing review and approval by the Club.
- 3. 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. All charge tickets must be signed.
- 4. Members are responsible for the payment of all charges made by their immediate family members and guests.
- 5. It is the responsibility of each member to retain receipts for charges incurred at Naples Lakes Country Club. Copies of the monthly charges may be viewed on the Naples Lakes website each month. Receipts will only be mailed upon request if a charge is disputed.

- 6. 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 a minimum late fee established by the Club and/or interest at the maximum non-usurious rate permitted by law from the date of the statement until paid in full.
- 7. The Club may require any particular member or members to post a security deposit, in an amount established by the Club, to cover Club charges.

SUSPENSION OF MEMBERSHIP PRIVILEGES

- 1. Membership privileges may be 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 institution of a fine, if, in the sole judgment of the Club, the member, their immediate family member, guest or lessee:
 - a. submits false information on the application, which if had been 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 to not 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 the personnel or employees of the Club in an unreasonable 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, harmony or reputation of Naples Lakes Country Club or its members.
- 2. The Club may at any time restrict or suspend for cause(s) described in the preceding paragraph, the privilege of any member, their immediate family member, guest 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 or any other charges. During the restriction or suspension, dues, fees and other charges shall continue to accrue and shall be paid in full prior to reinstatement as a member in good standing.
- 3. The member, their immediate family member, guest or lessee shall be notified of any proposed disciplinary action and shall be given an opportunity to be heard by the Club to show cause why the individual should not be disciplined in accordance with these rules. If the individual desires to be heard, they must provide a written request for a hearing to the General Manager within seven days after the date of the Club's notice to the individual of the proposed action. Upon receipt of the written request for a hearing, the Club shall set a time and date for such hearing, which shall in no event be

less than fourteen (14) days after such request. Depending on the severity of the violation at the discretion of the Club, membership privileges of the offending member, their immediate family member, guest or lessee may be suspended by the Club pending a final resolution.

LOSS OR DESTRUCTION OF PROPERTY OR INSTANCES OF PERSONAL INJURY

- 1. Each member as a condition of membership and their immediate family member, guest and lessee 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.
- 2. 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 Naples Lakes Country Club is responsible for any property damage and/or personal injury occurring on the Club Facilities, or at any activity or function operated, organized, arranged or sponsored by the Club, caused by the member, their immediate family members, guests and lessees. The cost of any repairs or replacements to equipment, furnishings or property of the Club caused by a member, their immediate family members, guests or lessee shall be charged to the member's Club account.
- 3. Members, their immediate family members, guests, lessees 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 their directors, officers, managers, members, employees, representatives and agents and the immediate 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 their directors, officers, managers, members, employees, representatives and agents and the immediate 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 or negligent acts or omissions of the member, their immediate family members, guests and lessees.
- 4. Should any member, their immediate family member, guest or lessee file a legal action against Naples Lakes Country Club Homeowners Association, Inc. for any claim and fail to obtain judgment therein against them, the member shall be liable to Naples Lakes Country Club Homeowners Association, Inc. for all costs and expenses incurred by them in the defense of such legal action, including reasonable attorney's fees (including fees required in connection with appellate proceedings).

DINING RESERVATIONS AND CANCELLATIONS

1. Dining reservations are generally required. Reservations will be taken on a first-come, first-served basis by pre-registering with the appropriate personnel at Naples Lakes Country Club.

- 2. Members are required to make dining reservations in advance for all special events and Club sponsored parties. A full charge will be levied against those members who fail to either honor their reservations for special events and Club sponsored parties or fail to cancel their reservations during the cancellation period. The Club will establish the cancellation policy from time to time.
- 3. For all functions of the Club held in the dining facilities, tables will be assigned on a first-come, first choice basis. Dining reservations for special tables will not be accepted.
- 4. Reservations for banquets and special private parties shall be made at least four weeks in advance. A nonrefundable deposit may be required and cancellations must be made at least two weeks in advance. If this is not done, the member will be charged fully for each person not in attendance. Catering policies and rules are outlined in a separate pamphlet available at the Club.

GRATUITIES

- 1. A gratuity percentage, as determined from time to time by Management, is added to all food and beverage sales for the convenience of everyone. Members may increase or decrease the gratuity amount by noting the new amount and signing the charge ticket.
- 2. Each fall, it is customary to send a letter from the General Manager of the Club Facilities providing the members with an opportunity to contribute to a Holiday Fund for employees, and a suggested contribution, of which payment will be voluntary, and will be included on each member's bill. The Club employs many people and this Holiday Fund provides the membership with an opportunity to show their appreciation. Management of the Club Facilities shall be responsible for the distribution of these funds.

CHILDREN

- 1. Parents are responsible for and must control their children with due regard to the wishes and comfort of other members.
- 2. Children under twelve (12) years of age are permitted in the clubhouse only if supervised by an adult.
- 3. Children under the lawful drinking age are not permitted in any lounge unless accompanied by an adult.
- 4. Children under sixteen (16) years of age are not permitted in the men's and women's locker rooms unless supervised by an adult.

CLUBHOUSE ATTIRE

- 1. Members shall dress in a fashion compatible with the appropriate occasion and the function being held.
- 2. Denim, short shorts, cut-offs, tee shirts, men's hats and pool cover-ups are not allowed in the Dining Room and Lounge at any time. Shoes must be worn at all times. Golf shoes must be confined to designated areas when worn inside. This dress code applies to members, their immediate family members, guests, lessees and children.

3. The dress standards of the Club may be waived by Club Management from time to time for special activities and functions.

MAILING ADDRESSES

Each member must file with the Membership Office the mailing address and any changes thereto, to which correspondences from the Club are to be mailed. Members shall be deemed to have received mailings from the Club five 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 it is most likely to cause its prompt delivery.

CLUB SERVICES AND ACTIVITIES

- 1. The Club provides a variety of social, cultural and recreational events in which all members are encouraged to participate.
- 2. The Club desires to encourage the use of the Club Facilities 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 Naples Lakes Country Club, or with the services regularly available to the members.
- 3. Private parties are not permitted on the Club Facilities unless prior approval is obtained from the General Manager. The person sponsoring the private party shall be responsible for all club charges, the conduct of the guests, for any damage caused by the guests, for installation of party décor, and for the removal of all such party décor following the event.

LOCKER ROOMS

- 1. Lockers are provided for rental on an annual basis payable in advance each year at the fee established by the Club. NO REFUNDS on locker rentals will be made.
- 2. The Club is not responsible for any articles placed in the lockers or left in the locker rooms.
- 3. All clothing must be left in lockers. Clothing left out will be collected and put in a storage room and if not reclaimed within thirty (30) days will be disposed of by Management.
- 4. Anyone responsible for undue carelessness in keeping the locker rooms clean and orderly will be subject to disciplinary action or fine by the Club.

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. A houseguest 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.

The Club shall establish the fees to be charged to guests from time to time.

Guests

- 1. Sponsoring members must register their guests with the Membership Office.
- 2. Guests will be allowed to use the facilities only in accordance with the privileges of the membership of the sponsoring member upon payment of use fees.
- 3. 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.
- 4. 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.
- 5. 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 Management, cause such guest to leave the Club Facilities.

Houseguests

- 1. Houseguests must be registered by the sponsoring member with the Membership Office prior to the arrival of the guests. Application forms requesting houseguest privileges may be obtained from the Membership Office. Houseguest 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 houseguest, the sponsoring member must initiate the application for houseguest privileges at least two business days prior to the arrival date of the Houseguest.
- 2. Houseguests 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.
- 3. Houseguests are permitted to use the Club Facilities without being accompanied by the member in accordance with the Rules and Regulations established by the Club from time to time.
- 4. The sponsoring member does not have to give up membership privileges for the period of time the houseguest is in residence.
- 5. Members may allow Houseguests to charge to their member account by signing the designated Houseguest Form. The Member shall be fully responsible for such charges.
- 6. Houseguest 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.
- 7. The sponsoring member shall be responsible for the conduct of a houseguest while on the Club Facilities. If the manner, deportment or appearance of any houseguest is deemed to be unsatisfactory, the sponsoring member shall, at the request of Management, cause such houseguest to leave the facilities.

GOLF RULES

General Golf Rules

- 1. 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.
- 2. The Golf Committee or 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.
- 3. All players, especially children and beginning golfers, are expected to learn and observe the fundamentals of golf etiquette.
- 4. "Cutting-in" is not permitted at any time. All play shall start at #1 tee unless otherwise directed by Golf Shop personnel. Under no circumstances are players permitted to start play from residences.
- 5. Practice is not allowed on the golf course. The practice facilities must be used for all practice.
- 6. Slow play is not tolerated. In the interest of all, players should play without delay. No player should play until the players in front are safely out of range.
- 7. Foursomes should complete an eighteen-hole round in four hours and fifteen (15) minutes. 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, they must allow the following group to play through. Golf Shop personnel have the authority to stop a slow playing group to allow the following group(s) to play through or to require the slow playing group to pick up their balls and move forward to catch up with the group ahead.
- 8. Continued slow play by players will be noted and the Golf Shop personnel will attempt to improve such player's skills 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.
- 9. 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.
- 10. Players are requested to pick up tees after driving. Players should be careful in discarding broken tees since the tees damage the mowers and puncture golf cart tires.
- 11. While playing on the course, each player must use a separate set of golf clubs.
- 12. All tournament play must be approved in advance by the Head Golf Professional.
- 13. Appropriate golf attire is required for all players on the golf course and golf practice facilities. Members are expected to ensure that their immediate family members, guests and lessees adhere to such rules. Members should remind their guests of the dress policy prior to arrival at the Club to avoid embarrassment for the member and guest.

Acceptable

Not Acceptable

Gentlemen:	Shirts with collars and sleeves, mock turtlenecks, and golf shorts up to four inches above the knee are considered appropriate attire.	Tank tops, tee shirts, fishnet tops, cut-offs, jams, sweat pants, jeans, denim, bathing suits, cargo shorts, gym shorts, tennis shorts or other athletic shorts more than four inches above the knee.
Ladies:	Dresses, skirts, slacks and golf shorts up to four inches above the knee and golf shirts are considered appropriate attire.	Halter tops, tank tops, tee shirts, fishnet tops, cut-offs, jams, sweat pants, jeans, denim, bathing suits, cargo shorts, gym shorts, and short tennis shorts.
Shoes:	The use of soft spikes or other spikeless golf shoes are required on the golf facilities.	

This dress code is mandatory for all players. Improperly dressed golfers will be asked to change before playing. If you are in doubt concerning your attire, please check with the Golf Shop before starting play. WARNING: Softspikes and other spikeless shoes are made from material which can cause slipping and falling under certain circumstances. To reduce the risk of injury, exercise caution when walking on wood, steep slopes, dead grass and on hard surfaces such as rocks, concrete, tile, marble and hardwood floors. Worn cleats should be replaced promptly.

- 14. 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. Fishing in lakes on the golf course is permitted on the residential side of the lake, behind the member's Unit only.
- 15. Children under the age of sixteen (16) must be accompanied by an adult while playing golf unless playing in a Club-sponsored tournament.
- 16. If lightning is in the area, all golf play shall cease and players should seek appropriate shelter immediately.
- 17. Management may close the golf course to play at any time, in its sole discretion.
- 18. No beverage coolers on club owned golf carts are permitted on the golf course unless supplied by the Club.
- 19. "Discontinued Play" policy for inclement weather is as follows: less than four holes played-full eighteen-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.

- 20. Foursomes control the speed of play. 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.
- 21. Twosomes and singles will be grouped with other players, if available, at the discretion of the Golf Shop. Singles shall have no priority on the golf course and shall be permitted to play only at the discretion of the Golf Shop.
- 22. Fivesomes are not permitted on the golf course without prior approval of the Golf Shop personnel.
- 23. "Course Closed" or "Cart Path Only" or "Hole Closed" signs must be adhered to without exception.
- 24. 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.
- 25. The use of privately-owned champagne colored golf carts is permitted by Full Members who own a Unit in the Naples Lakes Country Club residential community 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.
- 26. Golf carts shall only be driven on sidewalks that are 8 feet in width or greater.

Hours of Play

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

Golf Starting Times

- 1. All players must have a starting time reserved through the Golf Shop and the names of all four players in the group are required. The Golf Shop personnel 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.
- 2. 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.
- 3. Full Members may enter Starting Time Requests in the Automated Tee Time System up to fourteen (14) days in advance. The Tee Sheet for a given day is compiled by the Golf Shop personnel three days in advance.
- 4. 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.
- 5. Starting time changes must be approved by the Golf Shop. The Golf Shop shall be notified of any cancellations as soon as possible.

6. Players who fail to cancel their starting time twenty-four (24) hours prior to their scheduled starting time may be charged a no-show fee established by the Club.

Registration

- 1. All golfers must register in the Golf Shop before beginning play.
- 2. Failure to check in and register 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 Club account.
- 3. Players late for their starting time lose their right to the starting time and shall begin play only at the discretion of the Starter.

Practice Facilities

- 1. The practice facilities are open during normal operating hours as posted in the Golf Shop. At times to be posted in the Golf Shop, the practice facilities will be closed for general maintenance.
- 2. Range balls are for use on the practice facilities only and may not be removed. Range balls may not be used on the golf course.
- 3. Golf carts are not permitted on any tee area. Golf carts must be parked in designated areas with all four tires on the paved parking area.
- 4. Balls must be hit from designated areas only. No hitting is permitted from the rough or sides of the practice range.
- 5. Proper golf attire is required on the practice range.
- 6. The practice facilities and the adjacent parking areas are designated as no smoking areas.

Club Golf Cart Rules

- 1. Golf carts shall not be used by a member, their immediate family member, guest or lessee on the Club Facilities without proper assignment and registration in the Golf Shop.
- 2. The use of golf carts is mandatory when posted.
- 3. Golf carts may only be used on the golf course when the golf course is open for play. Club golf carts are not to be driven to residences at any time.
- 4. 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 beginning play. Exceptions to this "cart path only" policy for handicap golfers must be obtained from the Head Golf Professional.
- 5. Each operator of a golf cart must be at least sixteen (16) years of age and have a valid automobile driver's license.
- 6. Golf carts cannot be used off the golf course.

- 7. Only two persons and two sets of golf clubs are permitted per golf cart.
- 8. All golf cart traffic signs must be obeyed.
- 9. Golf carts must remain on golf cart paths, without exception, on Par 3 holes.
- 10. Always use golf cart paths where provided, especially near tees and greens. Except on golf cart paths, do not drive a golf cart within thirty (30) feet of a green, tee or bunker.
- 11. Never drive a golf cart through a hazard.
- 12. Be careful to avoid soft areas on fairways, especially after rains. Use the rough wherever possible.
- 13. 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 or immediate family member will be charged to the member or, in case of damage by a guest or lessee, the cost of repair will be charged to the sponsoring member. Members using a golf cart will be held fully responsible for any and all damages, including personal injury and property damage, that are caused by the operation of the golf cart by the member, their immediate family members, guests and lessees, and the members shall reimburse Naples Lakes Country Club Homeowners Association, Inc. for any and all damages they may sustain by reason of operation of the golf cart.
- 14. The member using a golf cart accepts and assumes all responsibility for liability connected with operation of the golf cart. The member also expressly indemnifies and agrees to hold harmless Naples Lakes Country Club Homeowners Association, Inc. and their directors, officers, members, managers, employees, 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, their immediate family members, guests and lessees.
- 15. Violations of the golf cart rules may result in loss of golf cart privileges and/or playing privileges.

Handicaps

- 1. Handicaps are computed under the supervision of the Head Golf Professional in accordance with the current U.S.G.A. Handicap System.
- 2. Members with a U.S.G.A. approved handicap may participate in Club tournaments. Handicaps will be required for all Club events. All handicaps submitted may be reviewed by the Golf and/or Handicap Committee.
- 3. After each round of golf, players must enter their score in the handicap computer located in the Golf Shop. The Golf Shop will assist members with the posting procedures.
- 4. 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.
- 5. The Head Golf Professional and/or the Handicap Committee will determine if there are violations by members in turning in their scores and they have the right to adjust handicaps.

Golf Course 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. Here are some suggestions:

- 1. 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.
- 2. 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.
- 3. 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.
- 4. 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.
- 5. 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.
- 6. 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.
- 7. If you are not holding your place on the course (see General Golf Rules #7), allow the players behind to play through. Do the same if you stop to search for a lost ball.
- 8. Repair your ball marks on the green. If you see unrepaired ball marks repair them also. Remind your playing partner to observe this courtesy.
- 9. Enter and leave bunkers at the nearest level point to the green. Carefully rake bunkers after use. The head of the rake shall be left in the bunker while the handle of the rake shall be left outside the bunker.

TENNIS RULES

- 1. Proper tennis attire shall consist of tennis shoes (not basketball or jogging shoes) and tennis clothing (apparel manufactured expressly for tennis). In cool weather, sweat clothes are permitted. Street trousers, jeans or bathing attire is not permitted.
- 2. Courtesy and consideration should be observed at all times. 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.
- 3. Proper tennis etiquette should be observed at all times. Excessive noise, racquet throwing, ball slamming or profanity is not permitted.
- 4. Court reservations may be made by phone or in person.

- 5. Each player must register before playing. A player who fails to register prior to play shall have no standing on the court.
- 6. 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.
- 7. Singles and doubles may reserve a court for one and one-half hours.
- 8. 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.
- 9. Children not playing tennis are not permitted on the courts. Parents are urged not to allow unsupervised children to play around the tennis courts.
- 10. Use of the tennis courts at the Club shall at all times be subject to the control of 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 Tennis Professional.
- 11. All accidents, no matter how minor, must be reported to Management immediately.

SWIMMING RULES

- 1. Conduct at the pool must be such as to furnish the greatest pleasure for the greatest number.
- 2. Use of the pool facilities is at the swimmer's own risk (lifeguards will not be on duty).
- 3. The Club is not responsible for any accidents resulting from the use of the pool or for the loss or theft of bathing suits, articles of clothing or other personal possessions.
- 4. The Club may limit the number of guests a member may bring to the pool. Guests must be accompanied by the sponsoring member. A guest fee may be charged for each guest.
- 5. Children under twelve (12) years of age are permitted in the pool area only if accompanied and supervised by an adult over eighteen (18) years of age or if such child is taking swimming instructions.
- 6. Children wearing diapers must wear rubber pants while in the pool. A parent or other supervising adult must accompany the child at all times.
- 7. Showers are required prior to entering the pool to remove all suntan oils and lotions.
- 8. All swimmers must wear swimming attire. Cutoffs, street clothes or other inappropriate attire is not considered appropriate swimwear.
- 9. Foul or abusive language will not be tolerated and may result in suspension of use privileges.
- 10. Running, ball playing and noisy or hazardous activity are not permitted in the pool area. Pushing, dunking and dangerous games are not permitted.

- 11. The throwing of balls, frisbees, wet clothes, etc. is not permitted.
- 12. Snorkels and fins are not permitted in the pool unless approved by Management.
- 13. Radios may only be used with earphones.
- 14. Saving of chairs for persons absent from the pool area is not permitted.
- 15. All persons using the pool furniture must cover the furniture with a towel during use.
- 16. Flotation devices are permitted for nonswimming children up to five years of age. Nonswimming 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.
- 17. Persons with skin disorders or other maladies potentially harmful to others may not use the pool.
- 18. Glass objects, drinking glasses, beverage coolers and sharp objects are not permitted in the pool area.
- 19. All food and beverages, including alcoholic beverages, must be purchased at Naples Lakes Country Club. Except for private club functions, all food and beverages must be consumed at the Cabana.
- 20. All persons using the pool area are urged to cooperate in keeping the area clean by properly disposing of towels, cans, cigarettes, etc.
- 21. All accidents, no matter how minor, must be reported to Management immediately.
- 22. Additional rules include: No diving; no swimming while exercise classes are in session; no animals in the swimming pool or on the pool deck; and no night swimming.
- 23. The bathing load is 39 persons.
- 24. The swimming pool and spa are open daily from dawn to dusk.
- 25. The spa shall have a maximum temperature of 104 degrees.

FITNESS RULES

- 1. Regular operating hours for the fitness facilities will be posted by the Club and may be changed from time to time.
- 2. All members, their immediate family members, guests and lessees must sign their name on the registration sheet in the Fitness Center.
- 3. Guest fees may be charged for use of the fitness facilities. If fees are established, the member's Club account will be billed.
- 4. Casual workout attire is acceptable at the fitness facilities. 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.

- 5. Pregnant women should not use the fitness facilities before consulting with a physician. Pregnant women should not elevate their core body temperature.
- 6. Smoking and alcoholic beverages are prohibited at the fitness facilities. No food or drink may be brought into the facility.
- 7. 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.
- 8. It is the responsibility of all persons 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.
- 9. Members assume full risk of loss and responsibility for any injury or damage to their health.
- 10. No clothing or personal possessions may be stored under benches or in the fitness facilities.
- 11. Children under sixteen (16) years of age are not permitted to use the fitness facilities unless accompanied or supervised by an adult.
- 12. Horseplay, profanity, disruptive conduct and indiscreet behavior at the fitness facilities are strictly prohibited.
- 13. Stereo, television and other personal electronic devices should not be turned up so loud as to disturb fellow users.
- 14. All accidents and injuries must be reported to Management immediately.
- 15. Club towels are provided as a courtesy. After use, towels should be returned to the linen bin located in the Fitness Center.

Fitness Equipment

- 1. Instruction in proper use of the equipment is the responsibility of each member.
- 2. Proper care and use of all equipment is the responsibility of each member, their immediate family members, guests and lessees.
- 3. 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 or bodily harm to members, their immediate family members, guests or lessees.
- 4. In order to keep the fitness facility sanitary, all equipment should be wiped down after each use.

NAPLES LAKES WEBSITE RULES

Naples Lakes Country Club has a private website for member and staff use only. The website address is www.napleslakesfl.com. Misconduct, abuse and misuse of the website is a very serious matter.

- 1. All members are given a username and password at the time of their New Member Orientation.
- 2. The use of the website is an exclusive right of the membership. Usernames and passwords should not be shared with immediate family members, guests or lessees unless prior approval has been received from the General Manager.
- 3. The Member Directory on the website is the property of the Club and may not be furnished to any non-member or outside entity. The Membership Directory and member information provided on the website shall not be used or given to any non-member for any reason whatsoever. Unauthorized release of the Member Directory by a member is viewed as a very serious breach of Club policy. Violations will be reviewed and may result in suspension of privileges, restricted use of the website or other sanctions, as approved by the Board of Directors.
- 4. The use of the website to advertise or solicit business or services is strictly prohibited. Members shall not create or use the "Buddy List" function of the website to solicit business or services.
- 5. It is the responsibility of each member to keep their personal information on the website up to date, including email address.

RECORDS INSPECTION POLICY

Naples Lakes Country Club has adopted the following Records Inspection Policy:

- 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 a.m.-5 p.m.). The sessions may not be split.
- 2. Photocopies cost 50¢ per page and are copied by a member of the Naples Lakes staff.
- 3. Photographs are not allowed to be taken.
- 4. Only one member, or their authorized agent, may inspect records at a session.
- 5. Records and documents will not be analyzed by a member of the Naples Lakes staff.
- 6. Inspections shall not impact normal operations of the Naples Lakes staff.
- 7. Records and documents will not be gathered or presorted by members of the Naples Lakes Staff.
- 8. Certain records are not accessible to members pursuant to Florida law.

These are the current adopted Rules and Regulations which may be amended from time to time.

NAPLES LAKES COUNTRY CLUB SIGNIFICANT OTHER/DOMESTIC PARTNER POLICY

The undersigned understands that the Plan for the Offering of Memberships and the Rules and Regulations for Naples Lakes Country Club (the "Membership Plan") provides that if a Unit in Naples Lakes is owned by an individual then the membership privileges shall be available to the individual owner and his/her immediate family and if a Unit in Naples Lakes is owned by a husband and wife then the membership privileges shall be available to both the husband and wife and their immediate family. The Membership Plan further provides that if a Unit in Naples Lakes is owned other than by an individual or husband and wife, including but not limited to, multiple owners, an entity, joint or multiple tenancy, corporation, partnership or trust, then such owner(s) shall designate one individual or family (who must be one of the owners) to use the membership privileges. The Membership Plan provides that "immediate family includes the member's spouse who is living in the member's home, and their unmarried children who are under the age of twenty-three and either living in the member's home or attending school on a full-time basis.

Naples Lakes Country Club will allow a member in good standing who does not have a legal spouse but is maintaining a common household and living with another individual (who is not their legal spouse) in a spousal relationship as a family unit on a full-time basis to designate such other individual to use the facilities and the membership privilege at Naples Lakes Country Club on the same basis as if such designated individual was the spouse of the member as further set forth in the Membership Plan. The undersigned member hereby certifies that he/she is living with and maintaining a common household with the individual designated below on a full-time basis in a spousal relationship as a family unit and hereby agrees to immediately notify the Club in writing at such time that the member is no longer living with or maintaining a common household with the undersigned individual on a full-time basis in a spousal relationship as a family unit. The member may only name one individual as a designee pursuant to this policy during any twelvemonth period and such designated individual may not be changed during the twelve-month period. However, the member may terminate the use privileges of the designated individual at any time by giving written notice to the Club. The undersigned member at Naples Lakes Country Club hereby acknowledges responsibility for all charges and fees incurred by the designated individual and for the conduct of the designated individual. Naples Lakes Country Club reserves the right to terminate this policy, to establish other rules governing the designation of an individual for spouse status and to otherwise modify this policy at any time in its discretion. The undersigned member hereby acknowledges and agrees that in the event the member does not abide by the terms of this policy or allows an individual who does not satisfy the terms of this policy to continue to use the membership privileges, then the undersigned member's membership at Naples Lakes Country Club is subject to disciplinary action, including but not limited, the suspension of the membership in accordance with the Membership Plan.

As the designee of the undersigned member's membership at Naples Lakes Country Club the undersigned designee of the member understands and acknowledges that use privileges at Naples Lakes Country Club are available only by virtue of being the designee and the member may terminate the undersigned designee's use privileges at any time by providing written notice of such termination to the Club. The undersigned designee understands the use privilege shall terminate upon the earlier of: (i) written notice from the member and/or Naples Lakes Country Club requesting such termination, (ii) resignation of membership privileges by the undersigned member, or (iii) a change in circumstances such as the member and designee no longer living together and maintaining a common household on a full-time basis in a spousal relationship as a family unit.

Print Name of Member

Signature of Member

Date

Print Name of Designee

Signature of Designee

Date