

BY LAWS

OF

LAKE JOVITA GOLF & COUNTRY CLUB

12900 Lake Jovita Blvd.

Dade City, FL 33525

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SECTION I

Amendment to Rules & Policies

SunDen Tampa, LLC (hence forth referred to as "Management") is the owner of Lake Jovita Golf & Country Club (the "Club"), and reserves the right to amend the Rules & Policies of the Club at its sole discretion from time to time and with or without prior notice.

SECTION II

Classes of Membership

1. **Full Family Golf Membership.** Golf Members, their spouses and all unmarried immediate family members living at home under the age of 23 shall have the use of the golf course(s), practice facilities, Clubhouse, swimming pool, tennis courts, fitness center, dining facilities, and other related amenities. Family guests of the member may use club amenities and play golf at guest rate. Non-family guests are limited to use of all club amenities. A Golf Member will not pay green fees, practice range fees or tennis court fees, but will be required to pay monthly dues, a food minimum, trail fees or golf cart fees, and other fees set by the Club.
2. **Single Golf Membership.** Member shall have the use of the golf course(s), practice facilities, Clubhouse, swimming pool, tennis courts, fitness center, dining facilities, and other related amenities. Spouse and all unmarried immediate family members living at home under the age of 23 have full use of Clubhouse, swimming pool, tennis courts, fitness center, dining facilities and other related club amenities with the exception of golf. Family guests may use club amenities and play golf at guest rates. Non-family guests may use club amenities. A Golf Member will not pay green fees, practice range fees or tennis court fees, but will be required to pay monthly dues, a food minimum, trail fees or golf cart fees, and other fees set by the Club.
3. **Junior Golf Membership.** Memberships are available to anyone under the age of 40. Golf Members, their spouses and all unmarried immediate family members living at home under the age of 23 shall have the use of the golf course(s), practice facilities, Clubhouse, swimming pool, tennis courts, fitness center, dining facilities, and other related amenities. Family guests of the member may use club amenities and play golf at guest rate. Non-family guests are limited to use of all club amenities. A Golf Member will not pay green fees, practice range fees or tennis court fees, but will be required to pay monthly dues, a food minimum, trail fees or golf cart fees, and other fees set by the Club. Junior golf memberships are limited to 25, which may be changed at any time by Management, except no Junior Membership may be revoked except for nonpayment of dues and fees or inappropriate conduct.
4. **Tennis Membership.** Tennis Members, their spouses, and all unmarried immediate family living at home under the age of 23, shall have the use of the tennis courts, fitness center, Clubhouse, dining facilities, and swimming pool. Members may play golf in weekly group events, but cannot play in the club's special events. Tennis Members may pay the accompanied guest fee to play the golf courses (Monday-Thursday). A Tennis Member will not pay tennis court fees, but will be required to pay monthly dues, a food minimum, and other fees set by the Club.
5. **Fitness Membership.** Fitness Members, their spouses, and all unmarried immediate family living at home under the age of 23, shall have the use of the fitness center, Clubhouse, dining facilities and swimming pool. Members may play golf in weekly group events, but cannot play in the

club's special events. Fitness Members may pay the accompanied guest fee to play the golf course (Monday-Thursday). A Fitness Member will be required to pay monthly dues, a food minimum, and other fees set by the Club.

6. **Family Social Membership.** Member, their spouse and all unmarried immediate family members living at home under the age of 23, shall have use of clubhouse, clubhouse dining amenities and pool. There after the full rate will apply. Members may play golf in weekly group events, but cannot play in the club's special events. Family Social Members may pay the accompanied guest fee to play the golf course (Monday-Thursday). A Social Member will be required to pay monthly dues, a food monthly minimum and such other fees as may be established from time to time.
7. **Single Social Membership.** Member shall have use of clubhouse, clubhouse dining amenities and pool. Single Social Members may pay the accompanied guest fee to play the golf course (Monday-Thursday). Member may play golf in weekly group events, but cannot play in the club's special events. A Single Social Member will be required to pay monthly dues, a food monthly minimum and such other fees as may be established from time to time.
8. The Management, in its sole discretion, may alter the type (classification) or quantity of Memberships, or create new Membership classifications.
9. **Membership Fees and Policy.**
 - a. Every new Member pays a non-refundable initiation fee as it exists on the day they join the Club.
 - b. The upgrade policy for a Social, Tennis or Fitness Membership at Lake Jovita allows one to apply the initiation fee previously paid toward the upgraded Membership.
 - c. There is no policy allowing a Member to temporarily downgrade a Membership or to put that Membership in an inactive status other than for medical reasons supported by a letter from the Member's doctor. This temporary status will remain in effect no longer than the period of illness or injury and cannot exceed a period of six months.
 - d. A permanent downgrade in Membership is available but without any refund of any portion of initiation or Membership fees. A subsequent upgrade of this Membership may be allowed at the sole discretion of Club Management if space within the desired classification is available and upon the additional payment of Membership initiation fees no less than the difference in the initiation Membership fees between the lower Membership classification and the higher Membership classification (regardless of amounts previously paid in initiation fees).
10. **Non-Equity Membership.** Membership at any time does not confer any ownership of the Club's property, facilities or assets. A Membership only confers upon a Member a non-transferable revocable license to use the facilities (or parts thereof) available to such class of Membership, provided that such Member complies with all rules and regulations as the same may be amended from time to time
11. **Death, Divorce or Termination of Membership.** Upon the death of a Member, the surviving spouse, (the new Member), shall have the option of continuing the Membership in his or her name as a new Member at no additional initiation fees, provided any existing dues, fees and expenses are paid by the surviving spouse. Future dues, fees and expenses will thereafter become the responsibility of the new Member. In the event there is no surviving spouse or the spouse does not wish to remain a Member, the terminated Membership will be surrendered to the Management without any refund of any initiation fees. Upon a final decree of divorce, the Club must be notified in writing of the divorce and the Member must provide a certified copy of the

court decree. Member agrees that the Membership is not devisable and this Membership shall be allocated by agreement of all claimants, or by the absence of an agreement, by court order. Such allocations are subject to the sole approval of Management.

12. **Transferability.** Memberships are not transferable or refundable. A Member may resign from the Club by giving written notice to the Management. The effective date of the resignation will be thirty (30) days from the date the Management receives Member's written notice. All accrued dues and other charges for which the Member is liable are due no later than the effective date of the resignation. A Lake Jovita property owner, who is also a Member of the Club, may resign his or her Membership and arrange for the Management to issue the same class of Membership to the purchaser of his or her property. The purchaser shall have 30 days, from the Member resigning their Membership, to apply for Membership. The purchaser must be approved for Membership by the Management in its sole discretion and pay the initiation and Membership fee(s) applicable at that time.

SECTION III

Accounts

1. **General.** Each Member will receive a monthly statement of charges. Any errors or discrepancies should be reported to the accounting office of the Club as soon as possible. The Club will not be responsible for billing errors not reported within thirty (30) days of the statement date. It is the responsibility of the Member to retain a receipt for purchases.
2. **Payment of Accounts.** Member statements of account will be mailed approximately the second (2nd) day of each month. Account payment by Members is due by the fifteenth (15th) of the same month. A finance charge of four (4%) percent per month may be uniformly charged on all accounts outstanding over thirty (30) days. All payments may be mailed, or delivered to the business office during normal business hours. Arrangement for payment by bank draft or credit card can also be made at the business office.
3. **Delinquent Accounts.** Payment request notices on delinquent Member accounts will be rendered at the end of the appropriate month. Any Member whose account is over thirty (30) days past due may receive a letter requesting payment. Members with accounts over sixty (60) days past due may have their Membership privileges suspended or terminated. If a Member's Membership is terminated, such Membership shall revert to the Management and the Member shall lose and forfeit the entire purchase price of the Club Membership. If any Member is suspended, partial payment will not restore charging privileges. Amount in question must be paid in full.
4. **Minimum Use Charge.** The Management may establish a minimum service charge for food/or beverage purchase requirements for all Members. The minimum charge is subject to change at the discretion of Management.
5. **Indebtedness.** The Management may limit the credit to be extended to Members on an individual basis.

SECTION IV

Use of Facilities

1. **Members.** Members in good standing shall be entitled to use of the Club facilities based on their Membership classification.
2. **Guests.** Guest privileges may be extended to any person designated by any Member in good standing and current with respect to such Member's obligation for dues and charges owing to the Club. Members extending guest privileges will be liable and responsible for all debts, liability, conduct or loss as a result of any acts or omissions of the Member's guest(s). A Member may not provide to his guest use privileges of Club facilities to which his status (Membership classification) is not entitled or use of such facility at a time, which is not permitted by his status. A Member must be present at all times when a guest uses any Club facility.
3. **Club Villa Guests.** Individuals staying at Club Villas in the rental pool will be a temporary Member of the Club, while they are staying at Lake Jovita, and will pay appropriate fees for using the facilities as determined by the Management.
4. **Temporary Closing of Club Facilities.** The Management may close the Club facilities on a temporary basis to affect repairs and maintenance, or to make such facilities available for banquets, weddings, tournaments, competitions or similar functions. Club Management will set the hours of operation for the Club.
5. **Club Hours.** The Club and its facilities shall be open on such days and during such hours as may be established from time to time by the Management or its appointed management.
6. **Assumption of Liability and Indemnity.** Each Member, each family Member of any Member and each guest expressly assumes any and all risk of personal injury and/or property damage arising out of or related to, directly or indirectly, any act, error, omission or statement at or about the Club or anywhere on the Club property or premises, (including, without limitation, any personal injury or property damage arising out of or related to, directly or indirectly, playing golf (including playing during severe weather, e.g. thunderstorms or lightning), playing tennis, swimming and/or participating in activities of the fitness center. Each Member on behalf of himself or herself and each of his or her guests and family Members and their respective heirs, devisees, personal representative, successor trustee(s), administrators, attorneys, attorneys-in-fact, agents, advisors, successors and assigns, jointly and severally, shall indemnify, defend and hold harmless the Club and the Management, and each of its partners and their respective heirs, devisees, personal representatives, attorneys, attorneys-in-fact, agents, advisors, successors and assigns, jointly and severally, from and against any and all actions, claims, causes of action, cross claims, counterclaims, third party claims, liabilities, damages, and demands whatsoever, whether known or unknown, foreseen or unforeseen, liquidated or unliquidated, in tort, contract or otherwise, arising out of or relating to, directly or indirectly, any personal injury and/or property damage arising out of or related to, directly or indirectly, any act, error, omission or statement at or about the Club or anywhere on the Club property or premises (including without limitation, the club house, the golf course, swimming pool, tennis courts, and fitness center), including, without limitation, any personal injury or property damage arising out of or related to, directly or indirectly, playing golf (including playing during severe weather, e.g. thunderstorms or lightning), playing tennis, swimming and/or participating in activities of the fitness center.

SECTION V

Clubhouse Rules

1. **Clubhouse Services.** All hours are subject to change at the discretion of Management. Members should inquire as to current hours of operations, which will change based upon the time of year. The hours typically would be:
 - a. BUSINESS OFFICE will be open from 9:00am to 5:00pm (Monday-Friday).
 - b. THE CLUBHOUSE will be open from 7:00am to 9:00 p.m. as business warrants.
 - c. DINING ROOM SERVICE, BAR SERVICE, POOL & FITNESS CENTER hours will be as posted or stated in the monthly newsletter. Reservations are recommended for the MAIN DINING ROOM .
2. **NEW YEAR'S EVE RESERVATION/CANCELLATION POLICY.** New Year's Eve is one of the most popular events at the Club and sells out long before the date approaches. The purpose of this policy is to eliminate empty tables and/or no-shows on New Year's Eve and to give every member an equal opportunity to attend. By adopting the stipulations set forth in this policy, and by requiring a mandatory deposit for each member, these problems should be eliminated or greatly reduced.
 - a. Reservations for the New Years Eve Gala will not be accepted until October 1st.
 - b. When making the reservation for a full table, the member will give his/her full name and member number and must supply the names of all those who will be sitting at their table.
 - c. A club representative will contact each member to confirm their attendance, secure their member number and advise them that their account will be charged the appropriate deposit fee.
 - d. Cancellations will be accepted up to two weeks prior to the event and the deposit will be credited back to the members account. Consideration will be given for unforeseen situations.
 - e. If the event is sold out, the member's name will be placed on a first come/first served wait list.
3. **CANCELLATION OF RESERVATIONS FOR SPECIAL EVENTS.** A good deal of preparation takes place in order to provide a Special Event that is both enjoyable and entertaining. The purpose of this policy is to eliminate empty tables and/or no-shows at these events. By adopting the stipulations set forth in this policy, these problems should be eliminated or greatly reduced.
 - a. A member's account will be charged the full cost for a special event reservation that is not cancelled at least forty-eight (48) hours prior to the scheduled event.
 - b. Consideration will be given for unforeseen circumstances.
4. **Alcoholic Beverages:**
 - a. The Florida Liquor Control Commission regulations, state laws, and local ordinances will be strictly enforced.
 - b. Alcoholic beverages shall not be served or consumed on the Club premises by anyone under the legal age.
 - c. Alcoholic beverages shall not be served or consumed on the Club premises when the law prohibits the sale.
 - d. The Club shall furnish all alcoholic beverages consumed on the Club's premises. Alcoholic beverages shall not be kept in lockers and shall not be brought on to any part of the Club property by the Member, his or her family, or any guest.

- e. Alcoholic beverages shall not be served to anyone who, in the opinion of the manager on duty, is intoxicated.
5. Smoking. Smoking is not allowed in the Clubhouse. This includes cigarettes, cigars, pipes, and E-cigarettes.
6. Personal Conduct.
 - a. Members and their guests when in or around the clubhouse shall conduct themselves at all times with appropriate decorum and with due respect to other members and guests to enjoy the clubhouse. No loud, rough or boisterous conduct or activities including but not limited to profanity, assaults or any improper touching will not be tolerated. Out of respect for other diners and for safety reasons, children are not permitted to run about the dining room. Written notice will be given and penalties up to and including cancellation of membership may occur.
 - b. Members and their Children. Members are liable and responsible for the conduct of their children in the Clubhouse and on Club grounds including all debts, liability, conduct or loss as a result of any acts, or omissions of any child of the Member. Charges incurred by the children will be billed to the parent's account. Children under the age of 18 are not allowed to use the men's and ladies' locker rooms without being accompanied by a parent. A parent shall accompany children under 12 years of age at all times.
 - c. Any violations of these conduct rules will subject the member or the guest to sanctions including denial of the use of the clubhouse, either temporarily or permanently. Repeated offensive behavior shall subject a Member to disciplinary action, including termination by Club Management. If a Member is terminated, no refund of any initiation fee, Membership fee or any other fees or dues will be warranted.

SECTION VI

General Rules and Policies

1. **Member Complaints.** The Management Team shall report directly to the Management. All employees of the Club are under the ultimate supervision of the Management Team and the Management, and no Member shall discipline any employee or send any employee off the Club's premises for any reason. Members with complaints or concerns regarding Club employees should report those complaints to Management.
2. **Tipping.** A service charge will be added to all food and beverage charges. Additional tipping of dining service personnel is not mandatory but is acceptable and appreciated. The outside golf services staff is here to service the needs of the Membership. If a staff Member provides exceptional service to the Membership and guests, a gratuity would be allowed and is appreciated but not required.
3. **Personal Property.** Each Member as a condition of their status and each guest as a condition of their invitation to the Club's premises shall assume sole responsibility for his or her property. The Club shall not be responsible for automobiles, private golf cars, clothing, or valuables left in automobiles, golf carts, locker rooms, coatrooms, or elsewhere on the Club's Premises.
4. **Club Property.** The cost of replacing any property of the Club that is broken, damaged by a Member or their immediate family or a guest shall be charged to the Member's account. Members and their guests shall not take any property belonging to the Club or employee of the Club off the Club's premises.

5. **Possession of Controlled Substances/Firearms.** The possession and/or use of any controlled substance, firearm or weapon is strictly forbidden on the grounds of the Club. Violation of this rule by any Member of the Club or any Member of their family or any guest will result in suspension or termination from the Club as determined by the Management.
6. **Traffic Regulations.** Members and their guests shall strictly observe all traffic regulations established by the Management or otherwise applicable. Automobiles, trucks, and other vehicles must be properly parked between indicated parking lines and in parking lots and spaces properly authorized. Parking will not be permitted in front of the portico of the Clubhouse, or in the driveways adjacent thereto except for the purpose of picking up or dropping off passengers, luggage, or golf clubs
7. **Pets.** Pets are not allowed in the Clubhouse, on the tennis courts, in the pool area or on the golf course. All pets shall be leashed or attended when not confined. All individuals shall ensure that their pets do not become annoyances to other people.
8. **Solicitation/Circulation of Information.** Only Club related and Lake Jovita Real Estate related information and information deemed appropriate by the Management and/or the Management Team may be posted or circulated on the Club premises and only upon the prior approval of the Management and Management Team.
9. **Mailing List.** The Club's mailing list and membership directory shall not be used for any commercial purpose by any Member. Charitable and other solicitation of the Membership may only be made by specific Management authority. Such solicitation must be under the Club's control and the mailing list directory should never be released to a non-Member.
10. **Petitions.** No subscription paper, petition, or similar document shall be circulated or posted, nor any article exposed for sale or barter in the Clubhouse or on the Club premises by Members, guests, or employees except when authorized by the bylaws or in advance by the Management. No solicitations of any kind are allowed on Club property without advance written approval of the Management, nor shall any activity utilize the Club's administrative staff. No phone number or address shall be provided by an employee without approval of Member.
11. **Property.** Club property removed, damaged, or destroyed by a Member or a Member's family or guest will be charged to the Member. The Club or Management is not responsible for any private property belonging to a Member or a guest. No Club property or equipment of any kind shall be removed from the Club premises without explicit approval from the Club Manager.
12. **Publicity.** The Club's recreational and social activities are intended for the benefit of its Members and guests. Inquiries from the media concerning the Club, its Members or practices shall be directed to and solely responded to by the Club Manager or other Management designated Club representative. No other Member or Club employee shall discuss Club events, policies, rules, bylaws or affairs with the media unless specifically assigned this responsibility (i.e., tournament committee chairs or designee, etc.).
 - a. No Member or Club employee shall initiate, address or solicit to the Club any communication intended to appear in any newspaper, periodical or other publication not directed solely to Members unless specifically approved by the Management or Club Manager.
 - b. The use of photographic or video equipment in the Clubhouse or on the Club premises for commercial purposes without the prior permission of the Club Manager is prohibited. Release of pictures or stories to the press concerning Club activities, whether taken or obtained at a Club function or at a Member's home, is prohibited.

13. **Solicitations.** No demonstration nor solicitation on behalf of any political, sectarian, or other group shall be made in the Clubhouse nor on the Club property, nor shall printed matter on behalf of any person, party, or legislation be distributed in the Clubhouse or Club grounds. Members may not be solicited for any reason, nor shall any administrative staff be used for said purpose.
14. **Stationery.** No Member or guest shall use any stationery bearing the name or seal of the Club for business or similar purposes, nor date nor address from the Club any paper or communication intended or likely to be printed or published in any newspaper, magazine, or other publication. The telephone number of the Club shall not be listed on any private stationery or advertised as the business telephone of any Member or guest.
15. By laws are subject to modification by the Management and/or Club Management. Club rules will be posted on the Lake Jovita website.

SECTION VII Advisory Board

1. **Purpose.** An Advisory Board may be established to act as liaison (advisory capacity only) between the Management of the Club and the Members of the Club.
2. **Number and Term of Office.** The Advisory Board shall consist of six (6) Members. The Members of the Advisory Board shall hold office on a three (3) year rotating basis with each member having the option to stay on the board one (1) additional term with majority approval from the remaining board members. One third (two) board members shall cycle off each year, scheduled as follows:

<u>Elected Year</u>	<u>Expiration Date</u>	<u>Board Member</u>
January, 2016	December, 2017	Bob Davis
January, 2016	December, 2017	Jack Flynn
January, 2016	December, 2018	Patti Wieclaw
January, 2016	December, 2018	Wayne Mooney
January, 2016	December, 2019	Ken Lucas
October, 2016	December, 2019	Sandi Grimes

3. **Place of Meeting.** The Advisory Board may hold their meetings in such place or places as a majority of the Advisory Board of Directors may determine, based on availability.
4. **Meetings.** Meetings of the Advisory Board of Directors may be called at any time by the President, or by a majority of the Board of Directors. Directors shall be notified in writing of the time, place and purpose of all meetings of the Advisory Board of Directors, except of the regular annual meeting.
5. **Quorum.** A majority of the Advisory Board of Directors shall constitute a quorum for the transaction of business, and if at any meeting of the Advisory Board of Directors there is less than a quorum present, a majority of those present may adjourn the meeting.
6. **Committees.** The Advisory Board of Directors, with the permission of the Management, may appoint committees to assist the management staff (in an advisory role) in operating the Club. These committees may include; the Golf Committee, Greens Committee, House Committee, Membership Committee, Sport Committee.
7. **Compensation.** No Advisory Board Member shall receive any salary or compensation for his

services as Director.

8. Members of the Advisory Board will be elected by the following method. Those interested in seeking a board position, must submit a short biography to club management no later than November 27th of that year. Ballots will be mailed out to all members in the December billings and must be returned by December 30th of that year. The candidate(s) with the majority of the votes will be elected to vacant position(s)

SECTION VIII

Advisory Board of Directors

1. **Officers.** The Officers of the Club Advisory Board of Directors shall be elected at the first regular meeting of the Advisory Board of Directors following the election of Directors. Each officer shall hold office for the term for which he is elected and until his/her successor is elected or qualified, or until his/her earlier resignation or removal from office or death.
2. **Vacancies.** A vacancy in any office because of resignation, removal, death or otherwise, may be filled by the Board of Directors for the unexpired portion of the term thereof.
3. **President.** The President shall be the Chief Executive Officer of the Advisory Board of Directors. He/she shall have general executive powers, as well as the specific powers conferred by these By-Laws.
4. **Vice President.** In the absence of the President, or in the event of his death, inability or refusal to act, the Vice President shall perform the duties of the President and when so acting, shall have all the powers of and be subject to all the restriction upon the President.
5. **Secretary.** The Secretary shall (a) keep the minutes of the proceedings of the Advisory Board of Directors, and (b) see that the minutes are provided to the membership for review.

SECTION IX COMMITTEES

The Management and its duly authorized management employees shall have the sole and exclusive authority to oversee the affairs of the Club and enforce the Rules and Policies of the Club. The Management shall oversee all committees with regard to the Club. Reporting to the Advisory Board are the following Committees:

1. **GOLF COMMITTEE.** The Committee manages the special golf events for the members and monitors member tournament participation, golf rules infractions, disability flag infractions and golf course etiquette. Reporting to the Golf Committee is the **Handicap Committee**. As required by the USGA, Lake Jovita Golf and Country Club has established a Handicap Committee. It is the responsibility of the Committee to monitor all members as to registration in the pro shop, scores posted and the accuracy of posted scores. The Handicap Committee shall have a representative on all Club Tournament Committees established by the Golf Committee.
2. **GREENS COMMITTEE.** The Committee monitors the condition of the golf courses and acts as a liaison between the members and the Golf Course Superintendent to ensure the golf courses are kept in optimal playing condition. The committee provides a forum for the Superintendent to advise the membership of major maintenance work and improvements planned for the courses.
3. **HOUSE COMMITTEE.** In coordination with Management's Event Coordinator the Committee plans and executes various events for members throughout the year.

4. **MEMBERSHIP COMMITTEE.** The Committee provides assistance in recruiting and retaining members. The committee facilitates the orientation and assimilation of new members and provides feedback of members' thoughts, desires and level of satisfaction with their membership to Club management and the Advisory Board of Directors.
5. **SPORT COMMITTEE.** Oversees fitness, tennis and swimming pool and acts as the liaison to membership.
6. **RULES & POLICY** The Rules and Policies of Lake Jovita Golf & Country Club by way of the Bylaws, communications of the bylaws to the members, and if necessary the disciplinary actions as a result of infractions will be managed by the entire Advisory Board.

The process for handling infractions will be a four step process, as follows:.

1. A letter is sent to the member stating the infraction and advising them to resolve the matter.
2. If the matter has not been corrected in a reasonable period of time, a second letter reaffirming the matter and requesting immediate action.
3. If the matter has not been resolved, the Advisory Board requests a meeting with the member and a representative of management.
4. If the matter has not been resolved at this point, the Advisory Board makes a recommendation to management regarding appropriate disciplinary action.

SECTION X

Attire

Attire rules and policies are subject to modification by Club Management.

1. **Golf Course.** Proper attire shall be worn at all times while utilizing the golf facilities at the Club. The required length for shorts and skirts is between mid-thigh and the knee. Sweat pants are inappropriate. Men shall wear golf shirts with a collar or mock turtleneck shirts and shirts must be tucked in. Women shall wear tops with either a collar or sleeves. Tank tops, tube tops, halter tops, mesh shirts, bathing attire and dress of a similar nature is inappropriate attire for all Members and guests using the golf course and golf practice facilities. Denim clothing is prohibited. Soft spikes are required.
2. **Tennis Facilities.** Tennis players must wear appropriate apparel (shirts, appropriate tennis shorts, skirts, dresses, and tennis shoes).
3. **Swimming Pool Facilities.** All Members and their guests must wear appropriate clothing in the pool facility area. All Members and their guests will wear a swimsuit while using the pool.
4. **Clubhouse.** Dining at the Club should be a pleasant experience for all members their guests and Villa guests. As such, members are responsible for making their guests aware of the Club's attire policy prior to their arrival at the facility. Improperly dressed members and/or guests will be denied access and asked to change before using the clubhouse facilities. The term casual should be interpreted as business casual, dress jeans or golf attire; not athletic, or beach clothing.
 - Main Dining Room and Private Dining Room, Evening Dining and Sunday Brunch: Business Casual, No Denim No Hats or Shorts of any kind.
 - Main Dining Room - Casual Nights -- Denim and/or Knee Length Shorts are Permitted.
 - Lunch: Business Casual or Golf Attire.
 - Grillroom and Terrace Dining: Golf, Jeans or Tennis Attire. Appropriate jeans and tennis wear are allowed to be worn in the bar/grille area.

- Not Permitted At Any Time: short shorts - athletic shorts - jeans with holes - sweat pants - oversized tee shirts or tee shirts with inappropriate decals or messages and bare feet.
5. Workout apparel, t-shirts, gym shorts, tanks tops, bathing attire and bare feet are restricted to the Fitness Center, Locker Rooms and Pool Area. Improperly dressed Members and guests will be asked to change before using the golf course, golf practice facilities, tennis courts, swimming pool, and clubhouse facilities. Men shall remove their hats while dining in the Dining Room or Private Dining Room.

SECTION XI

Pool Rules

All pool rules are subject to modification by Club Management. Pool rules will be posted in the pool area and with each visit a Member should review the posted rules for any new modifications.

1. Pool Hours:
 - a. Pool hours will be as published.
 - b. When health, safety, or weather conditions so require, the fitness/pool staff at their discretion may close or suspend operation of all pool facilities.
 - c. No Lifeguard is on duty. Swim at your own risk.
2. Swimming Lessons:
 - a. Private swimming lessons will be offered at specific times set by the pool/fitness manager.
 - b. Lanes for swimming lengths will be provided at the discretion of the pool manager.
3. Pool Guests:
 - a. In accordance with currently published pool rules, each Member is entitled to bring guests to the pool. The Member is responsible for communication of the rules to their guest.
 - b. The Club and the Management reserves the right to establish a nominal guest fee for guest usage of the pool.
4. Health & Safety Rules:
 - a. No loud, rough or boisterous conduct or activities shall be allowed, including the use of obscene or profane language.
 - b. No loud playing of radios shall be permitted.
 - c. No pets are allowed within the premises.
 - d. Food or refreshments may be consumed only in the designated areas.
 - e. No glass containers of any kind are to be brought into the Pool area.
 - f. The pool manager/staff will handle disciplinary action necessary to enforce the rules.

SECTION XII

Tennis Rules

All tennis rules are subject to modification by Club Management. Tennis rules will be posted in the area of the courts. With each visit, each Member should review posted rules for any modifications.

1. Tennis Court Usage:
 - a. Hours of operation will be established by the Club Management and printed in the monthly newsletter.
 - b. The Recreation Staff will take reservations.

- c. Courts are limited to two hours of play. Additional time may be allowed if no one is waiting to use the courts.
 - d. Blocks of times will be reserved for lessons, clinics and events.
 - e. Specific times may be reserved for men, women and doubles play.
 - f. The Recreation Staff shall determine whether the courts are suitable for play. The courts will not be available for use during periods of regular or special maintenance.
2. Children. Under 14 years of age who are present in the tennis court area for tennis play must be under parental supervision at all times.
 3. Tennis Guests:
 - a. The Recreation Staff shall determine whether the courts are suitable for play. The courts will not be available for use during periods of regular or special maintenance.
 - b. The Club shall establish a guest rate for Members who wish to invite non-Member guests to play with them.
 - c. Guests may be invited by a Member and must be accompanied by such Member. Such Member may not invite the number of guests requiring the use of more than one court without the permission of the Director of Tennis.
 - d. Members are responsible for the attire and conduct of their guests.

SECTION XIII

Fitness Center Rules

All Fitness Center rules are subject to modification by Club Management. Fitness Center rules will be posted in the Fitness Center. With each visit, each Member should review posted rules for any modifications. Fitness Center hours of operation will be determined by the Club Management. The monthly newsletter and/or bulletin boards will provide information on hours of operation.

1. The Fitness Center is used at the sole risk of the user. Children under the age of 9 are not permitted in the Fitness Center. Children between the ages of 9 - 14 must have parent or legal guardian approval, fill out a Parental Consent Letter and receive authorization by the Fitness Director.
2. All members must sign in at the front desk when entering the Fitness Center facility.
3. All children under the age of 18 MUST have a fitness assessment and/or orientation prior to fitness center usage.
4. It is recommended that all Members take advantage of the orientation process for their own safety.
5. Proper workout shoes and clothes are required. Shirts must be worn at all times.
6. Be courteous to others, wipe down the equipment and put all weights and equipment away after each use. There are towels provided in the fitness area for wiping down the equipment.
7. Please consult a physician before commencing any exercise program.
8. Cardiovascular equipment is limited to 30 minute workouts per machine during busy times.
9. No food or beverages are allowed in the fitness center except water in an unbreakable sports container, unless provided by the fitness staff.
10. Members, and their guests, who abuse fitness equipment will be liable for damages.
11. No wet bathing suits are allowed in the fitness center.
12. Loud or boisterous conduct or profanity will not be tolerated.
13. To avoid injury to equipment and user please do not allow weights to be slammed together.

14. Professional Training sessions will be made available only by staff or by using qualified personnel currently under contract with the Club.
15. The fitness center may be closed for general use during regularly scheduled exercise classes. The Fitness staff reserves the right to provide exercise instructions in the fitness center. Designated hours will be posted in advance.
16. Fitness center staff reserves the right to ask person(s) to vacate the facility if unable to abide by the policies after an initial warning by the staff.
17. Guest Policy. Members are required to be with their minor guests at all times in the fitness center, unless pre-approved by the Fitness Center staff. Members are allowed a maximum of three guests per day unless pre-approved by the Fitness Manager. The guest is only allowed to utilize the fitness center a total of twelve times per year. Members are required to inform guests of all policies. A Guest Fee will be charged for the use of the Fitness Center.

SECTION XIV

Golf Course Rules

All Golf Course rules are subject to modification by Club Management. Golf Course rules will be posted in the area of the Golf Course. With each visit, each Member should review posted rules for any modifications.

1. **Golf Course Hours of Play.** The golf course(s) hours of operation will be established by the Management, General Manager, Head Golf Professional, and/or the Superintendent. Management reserves the right to close the golf course for maintenance, special events, or any other reason it deems appropriate.
2. **Dues and Fees.** Dues and fees will be established from time to time by Club Management.
3. **Starting Times:**
 - a. It is suggested that all Members make a tee time reservation before arriving at the Club to play golf. Starting time reservations may be made up to 2 weeks in advance for play.
 - b. Contact the pro shop to make a tee time reservation.
4. **Player Registration:** No one should start on any hole without prior consent from the golf shop. There shall be no exceptions.
5. **General Golf Cart Rules.**
 - a. Golf carts are not mandatory. Walking is permitted at all times.
 - b. The Club observes a 90 degree rule throughout the year, unless otherwise posted. The procedure for the 90 degree rule is as follows:
 - Par Fours. Follow the cart path until a 90 degree angle is attained then proceed directly to your ball. After hitting your ball return to the cart path and follow to the green. In the event your ball did not travel far it is okay to travel straight to your ball, then return to the cart path.
 - Par Fives. Same as par fours except do not return to cart path until after you have hit your second shot.
 - c. When a hole is designated "cart path only" carts are to remain on the path and not driven in the rough.
 - d. Persons under the age of 16 are not allowed to operate a golf cart.
 - e. No more than two people shall ride in a golf cart, on the golf course, at any one time.
 - f. Golf cart operators shall follow the directions posted on the golf cart for their proper use.

- g. Golf cart operators shall follow directions posted on the golf course, golf cart crossings, and common areas indicated by signs. Golf cart operators shall operate at a safe speed at all times.
- h. Staff shall not allow anyone to operate a golf cart, who in their opinion, is not in a condition to properly drive. No intoxicated persons will be allowed to operate a golf cart.
- i. The Club encourages members to pair up in riding with one another. Our courses are busy and the high traffic of golf carts is one cause of soil compaction. Please do your best in creating pairings in your groups that will allow members to ride with one another.

6. Golf Cart Rules - Personal Golf Cart - Trail Fees

- a. No private golf carts shall be used for golf purposes unless a Trail Fee has been paid for the designated cart.
- b. All Trail Fee Members shall provide annual proof of liability and property damage insurance for the use of a private cart on the property of the Club.
- c. All member owned golf carts must be white and Club Car or EZGO RX V. Golf carts must be maintained in good running condition and clean appearance. Management reserves the right to prohibit the use of golf carts that do not meet these standards.
- d. All Trail Fee Members shall sign the "Unlimited Private Cart Plan" policies and procedures agreement annually.
- e. All Trail Fees are charged per calendar year and can only be cancelled for medical or permanent out of town move. Refund will be prorated for the remaining months.

7. Golf Cart Rules for the Club

- a. Members should sign for a golf cart in the golf shop upon registration for play.
- b. Golf carts should be returned to the designated staging area immediately upon completion of play.
- c. The operator of a golf cart is liable for any damage to that golf cart during its use.

8. Guest Privileges:

- a. Guest play will be allowed at all times except times that are designated as strictly Member play.
- b. Members may only have three guests per day unless prior permission has been granted from the head golf professional.
- c. Members are responsible for informing their guests of the Club's appropriate attire policy and soft spike policy.
- d. Members shall accompany their invited guests while at the Club.

9. Lightning- Suspension of Play- Closing-the Golf Course(s):

- a. It is up to the common sense of the players on the golf course to take shelter if threatening weather appears to be in the area. Members, their families, and guests (collectively and individually, "players") are expected to exercise reasonable prudence and common sense when severe weather, e.g., thunder or lightning, is reported or observed in the area. Players expressly assume all risk of injury while on the golf course due to lightning or other adverse weather. Players are requested to leave the golf course and seek appropriate shelter when lightning is reported or observed in the area. The Club may (but is not required to) implement or utilize weather monitoring, a storm warning system, lightning detection devices, or maintain storm shelters on the golf course (collectively, "storm system"). However, players should not rely on the implementation by the Club of any such system nor their accuracy, reliability nor the

adequacy of any such storm systems implemented by the Club or the time lines or efficacy of any storm systems utilized by the Club.

- b. If notified by a Member of the staff that play has been suspended, mark the position of your golf ball and immediately head for shelter. The Club may suspend or cancel any tournament or scheduled play, if in the sole judgment of its golf professional or management, weather conditions create a clear and present danger of personal injury or death. Members who fail to abide by the Club's decision to suspend or cancel play or who fail to exercise prudence and common sense by evacuating the golf course when Lightning is observed or reported will be referred to Club Management for discipline.
- c. Members shall defend, indemnify and hold the Club harmless from any claims for injury or property damage brought by or on behalf of Members, their immediate family Members and/or guests including, but not Limited to expenses, including reasonable attorney's fees, incurred in defending against any such claims arising out of, resulting from or in connection with lightning or other storm occurrences.
- d. If for some reason the golf course becomes unplayable, it is up to the discretion of the head greens superintendent or a representative on his behalf to close the golf course. Play shall not resume until the superintendent re-opens the golf course.

10. General Golf Course Etiquette- Pace of Play:

- a. Golf Course Personal Conduct. Unlike many sports, golf is for the most part played without the supervision of a referee, umpire or coach. The game relies on the individual golfer to show consideration for other players.
 - Offensive and abusive language to other golf members on the golf course is not permitted. Physically assaulting another member golfer is not allowed.
 - A serious breach of etiquette is behavior by a player that shows a significant disregard for others, such as intentionally distracting another player or intentionally offending someone.
- b. Courtesy for Other Players:
 - Ready golf is preferred.
 - No player should play until the players in front are out of range.
 - Players who are searching for a golf ball (for more than 5 minutes) should allow the group behind to pass through without delay. The group should not resume play until the other group is out of range.
 - Players should not talk, move, stand close to or stand directly behind a player when the player is addressing the ball or making a stroke.
 - When the play of a hole is completed the group should immediately leave the putting green.
- c. Pace of Play:
 - It is recommended that golfers play an entire 18 hole round in 4 hours or less.
 - In the interest of others, players should play without delay.
 - Each group on the golf course should keep up with the group in front of them. If for some reason a group falls behind and one hole is open in front of a group, the group may receive some assistance from a staff Member to help them keep pace.
 - Groups that stop at the Turn Bar should allow the group behind them to play through if they are not stopping. Groups should take no longer than ten minutes at the Turn Bar.

- Players should mark their scorecard on the way to the next tee.
 - Slower groups should allow faster groups (or groups with fewer golfers) to play through the slower group.
- d. Foursomes:
- From time to time the golf staff may pair up players to make a foursome during busy times to help even out play on the golf course.
 - From time to time with prior permission from the Head Golf Professional more than four players may play in one group. This would only occur during special events and slow periods of play.
11. Lake Jovita is a soft spike facility.
12. Care of the Golf Course.
- a. Green Maintenance - Please repair your ball marks on the greens and one other ball mark to help maintain the quality of the greens.
 - b. Bunker Maintenance - Please rake all bunkers after you have played your shot. Rakes should be placed outside the bunkers parallel to the fairway.
 - c. Divot Maintenance - Please do not replace your divot. Use the sand dispensers on the golf cart to fill all divots.
13. Golf Cart Wear Maintenance:
- a. Golf Carts must remain on the paths on all Par 3s for the entire hole.
 - b. Operators of golf carts must observe all directional signage on the golf course.
 - c. Certain conditions may require the closings of fairways to golf cart traffic.
14. Practice Facility Rules:
- a. Hours of operation - the hours of operation for the golf practice facility will be set by the Management, head golf professional and golf course superintendent. Hours will change based on the time of year or the amount of play. Updated hours of operation will be posted and/or printed in the monthly newsletter.
 - b. Any non-golf member - social, tennis, fitness - who pays for a round of golf may use the practice facility that day.
 - c. Guest policy - guests that have paid a guest fee for golf will have unlimited use of the golf practice facilities for that day. Members shall register non-playing guests that wish to use the golf practice facilities in the golf shop, and a Member shall accompany the guest. A fee is established for each non-playing guest.
 - d. Junior policy - all juniors must check in with the golf shop prior to using the practice facilities.
15. Pro Shop Services:
- a. Pro Shop Hours - The hours of operation for the pro shop will be posted in the Pro Shop.
 - b. USGA Rules will govern play at Lake Jovita except where modified by published Local Rules.
 - c. Handicaps - Members will need an established handicap to play in Club events. There is a fee established by management for maintaining the GHIN handicap system. Upon completion of each round of play, members are to record their score in the computerized handicap system in the Pro Shop, or from their home computer.
 - d. Handicap for Club Tournaments. All players participating in the following Lake Jovita tournaments must have posted 10 scores, with 5 of the 10 being played at Lake Jovita, within the 90 day period immediately previous to the particular event. Those players who

cannot, for medical or travel reasons, meet these requirements, may petition the golf committee for special consideration and entry into the tournament. The events requiring this score posting include Club Championships for both men and women, Member Guests for both men and women, Member/ Member for both men and women, and Match Play Championships for men and women.

e. Locker Rooms:

- No one under the age of 18 is allowed in the Men's or Ladies' Locker Rooms unless accompanied by an adult Member. Towels and other locker room supplies shall not be removed from the Club property. All lockers will be available on a first-come, first-serve basis from the locker waiting list, if any. Locker rights are not transferable between Members. Locker fees are subject to change without notice and are not included in the Club dues.
- Management reserves the right to inspect all athletic lockers.
- Upon the conclusion of locker privileges, a Member or a deceased Member's representative is responsible for the removal of the Member's possessions. Any possessions not promptly removed upon termination will be removed by the Club and held for 30 days and, upon request, will be shipped to a desired Location. Lockers may not be shared unless all lockers in either men's or ladies' locker room are occupied.

16. Golf Course Cell Phone Policy. The purpose of this policy is to create guidelines for the use of cell phones on Lake Jovita's golf courses and for managing the implementation of the policy.

- a. The club recognizes the importance of available communication for business and personal use during the course of a round of golf. It is important that cell phone use does not disrupt other players or delay the flow of a round of golf for the player's group or those immediately following the players group.
- b. All cell phones must be on vibrate during the round of golf. Incoming calls, if answered, should be limited to taking a message that can be returned after the round. Outgoing calls, if necessary, should be placed between holes and short enough to not delay a player's normal turn on the following tee. All conversation should be at a level other players cannot hear and for a length that does not delay play.

17. Golf Course Disability Flag Policy. The purpose of this policy is to create guidelines for the use of disability flags on Lake Jovita's golf courses and to provide golfers with physical handicaps, cart access to specified areas of the golf course as well as the management and implementation of the policy.

- a. Temporary or Permanent Handicap Flag. In order to qualify for a Temporary or Permanent Handicap Flag, a disability request form must be completed and a Placard or other evidence presented to the Pro Shop or the form is signed by a physician. Upon submission of the form, a disability flag will be issued. A "flag" cart orientation will be provided by the golf staff to identify appropriate routes for driving carts with a disability flag. The member shall sign a form acknowledging that the Pro Shop staff has reviewed the guidelines with the member, that the member understands the restrictions and will abide by them. The member further understands that repeated violations will result in loss of the disability flag. A flag is issued to a person, not the cart, and cannot be transferred to any other individual.
- b. Upon submission and approval of the form, a disability flag will be issued. In addition,

the "Disability Flag" guidelines will be given to the member to follow and must be followed during their rounds of golf. Pro Shop staff will be responsible for reviewing these guidelines with the member. In addition, Pro Shop staff will advise those players using disability flags of updates or temporary changes to these guidelines.

- c. The disability flag should be returned to the Pro Shop upon the expiration of a temporary disability. A new *Medical Disability Flag Request Form* will be required for an extension of a temporary disability.
- d. Use of Special Equipment Assistive Devices.
 - Prior to the day of play, any disabled player shall notify the Pro Shop of any special equipment needed to allow access to the golf course. This equipment can include, but is not limited to: single-rider golf carts, crutches, or wheelchairs. The special equipment shall be provided by the player.
 - Every effort will be made to provide golf accessibility to these players while protecting the integrity of the golf courses. Management reserves the right to limit play to certain days or times.
- e. Disability Golf Cart Policy
 - It is our hope that the following matrix will help those members requiring disability access (Disability Flag) to the golf course to understand the expectations of the club and the approach course advisors will be taking in managing this policy.
 - In general, cart traffic can scatter throughout the course. We ask that you use good judgment around bunkers, hazards, greens, and tees as well as areas that are wet or in a maintenance condition. We ask that you use cart paths as much as possible when going behind greens and that you consider the opposite side of the green as the cart path, rather than parking between the green and cart path.
 - Carts may travel beyond the "no carts" signage and park no closer than 60 feet to the green.
 - Lake Jovita rotates holes on each course, designating them "cart path only" as a part of our ongoing maintenance program. Players with disability flags are allowed to treat these holes as normal playing holes without restriction as noted earlier.
 - On days where we are cart paths only due to wetness and or maintenance, Disability access will also be restricted to cart path only. We understand this may hinder the possibility of you playing on those days and will limit that restriction as much as is possible.
- f. Certain designated holes carry restrictions on accessibility. Below is an outline of each hole both North Course and South Course indicating the proper access.

AT ALL TIMES NO CLOSER THAN **60 FEET** TO GREEN

SPECIAL RESTRICTIONS

NORTH COURSE

NO CARTS LEFT OF GREEN	HOLES 4, 7
NO CARTS RIGHT OF GREEN	HOLE 18
IN FRONT OF GREEN ONLY	HOLES 10, 11, 17

SOUTH COURSE

NO CARTS LEFT OF GREEN	HOLES	4, 7, 12, 18
NO CARTS RIGHT OF GREEN	HOLE	9
IN FRONT OF GREEN ONLY	HOLES	3, 11
CART PATH ONLY	HOLE	1

SECTION XV Disciplinary Action

In addition to rights and remedies provided elsewhere in these Rules and Policies, the Management shall have the right to suspend or terminate the Member's privileges, assess fines or proceed in a court of competent jurisdiction to compel compliance with the Membership Application, and the Rules and Regulations of the Club, all as amended from time to time, including, without limitation, the right to invoke the following remedies:

1. Suspension of Privileges and/or Membership Termination. The Management or its representatives shall have the right to immediately suspend or to expel any Member or person granted Club privileges for violating the Club Policies and/or Club Rules; for failure to pay within sixty (60) days of the appropriate due date any dues, fees, charges or other accounts due to the Club; or for any other conduct that, in the sole discretion of the Management and/or the Management Team is unbecoming a Member, or interferes with or jeopardizes the enjoyment of the Club by other Members or disrupts the harmony of the Club, or is improper and prejudicial to the welfare or the reputation of the Club, golf course, its employees or management, or amounts to willful damaging of any property of the Club. Any Member expelled will forfeit his/her Membership card, any purchase price paid for Membership and any other fees or dues previously paid. The expelled Member will remain liable to the Club for any and all damages, liabilities and charges arising prior to the date of expulsion.
2. Assessment of Fines. The violation of any of the provisions of the Membership Application, and the Rules and Regulations, all amended from time to time, by any Member shall be grounds for assessment of monetary fines. The Management shall have the right, in its sole discretion, to assess monetary fines.
3. Legal Action. The Management may file a lawsuit at law or in equity to prevent or to obtain damages for violation or breach of any of the terms or provisions of the Membership Application and/or the Rules and Policies of the Club, as amended from time to time.
4. Recovery of Costs. In any proceeding which arises because of an alleged default or breach of any of the terms and conditions of the Membership Application, and the Rules and Policies, all as amended from time to time, the defaulting or breaching Member shall pay all costs and expenses including, without limitation, reasonable attorney's fees incurred as a result of any such violation or breach.
5. Non-Waiver of Right. The failure of the Management to enforce any right, provision, covenant, or condition of the Membership Application and the Rules and Policies shall not constitute a waiver of such right by the Management to enforce such right, provision, covenant or condition in the future.
6. Cumulative Rights, Remedies and Privileges. All rights, remedies and privileges granted to the Management pursuant to any terms, provisions, covenants or conditions of these Rules and

Regulations shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be available to such party at law or in equity or under the Rules and Policies.

SECTION XVI

Annual Membership Meeting

1. Time, Place and Purpose. At the discretion of the Management, meetings of the Members of the Club shall be held annually at the registered office of the Club, or any other place, during January of each year. The Purpose would be for the transaction of business as may be brought before the meeting at the request of the Management. The Management shall determine the time and place of the meeting.
2. Special Meetings. Special meetings of the Members of the Club may be called by the Management.
3. Written notice of any Membership meeting may be mailed to each Member at his last known address, at least ten (10) days, but not more than sixty (60) days, prior to any meeting and any notice of special meeting shall indicate briefly the object or objects thereof. Other forms of communications other than mail may be substituted.