



## **MEMBERSHIP RULES & REGULATIONS**

Effective 01/01/2017 through 12/31/2017

**By signing the Membership Application, member(s) have reviewed and agree to abide by The Dunes Golf and Tennis Club Rules and Regulations.**

### **General Introduction**

The following are the rules and regulations governing use of The Dunes Golf & Tennis Club ("The Club") by Members and guests under the Club's Membership Program. These rules and regulations replace and supersede all prior rules and regulations and all other Membership agreements that may have been implemented in the past. Such prior agreements are no longer valid and are not binding on Management.

It is the intent of management of The Dunes Golf & Tennis Club to limit these Rules and Regulations to the minimum required for the mutual enjoyment of the Club by all its members and their guests. The obligation of enforcing these Rules and Regulations for the good of all members is placed primarily in the hands of a carefully selected and trained staff whose principal responsibility is to assure you of all the courtesies, comforts and services to which you, as a member of The Dunes Golf & Tennis Club are entitled. It is further the duty of the membership of the Club to know these Rules and Regulations and to cooperate in the enforcement thereof.

### **Nature of Membership**

The Dunes Golf & Tennis Club is owned by Dahlmann Properties under the name The Dunes Golf and Tennis Club. Membership in the Club is a special benefit being made available for the use of accepted Members.

As the operator of the Club, Management retains the right to decide all issues regarding operation and Management of the Club including but not limited to the booking of tee times and reservation of the golf course by groups and tournaments. Management also reserves discretion to implement, revise, restrict, or otherwise control all aspects of the sale and/or benefits of Memberships and the benefits that Management grants holders of those Memberships. Management may change, alter, or discontinue the sale of Memberships at its discretion, except that it will not change the benefits or dues of a Membership during an annual contract period. Management reserves the right to permit public play at the Club.

As a Member, the Member obtains non-equity, non-participatory right to use the Club and obtains no rights, benefits or responsibilities with regard to the ownership or operation of the Club or the Membership other than those expressly stated with regard to the benefits included in the Membership purchased. The Member is the person obligated for the payment of all fees, dues, fines and charges. Memberships are not transferable, unless authorized by management through Transfer Program rules and regulations. Members are responsible for their guests and associated fees.

Management reserves the right to refuse the sale of a Membership to any person or party.

### **Member Benefits**

Each Member is entitled to certain benefits depending upon the Membership that is purchased as described in the Membership benefits description, which is incorporated herein and made a part of these rules and regulations. Membership benefits are provided on an annual basis commencing the date of purchase of the Membership, subject to Management's right to suspend or terminate Memberships as more specifically provided herein.

Member benefits begin upon (i) payment of the annual fees (ii) and acceptance of the terms of the rules and regulations. The foregoing will be evidenced by the completion and execution of this Membership application/renewal form.

### **Membership Use**

Only the individual Member and designated Family Member(s) upon payment of the appropriate fee(s) is (are) entitled to the applicable membership privileges of the Club. Designated Family Members include member, spouse or significant other and their children (21) years of age and under living at home or in school. Use of the Club under any Membership is

conditioned upon the timely payment of all fees, deposits, dues, and satisfaction of any other obligations owed by the Member to the Club.

### **Membership Billing**

The Club will accept Member charges only in the golf pro shop, tennis pro shop, dining room and lounge. All charges by a Member must be charged to the Member's account and billed monthly. If a Family Membership category is selected, the charge privileges will be extended to the Member's spouse and those dependents listed that are to have charge privileges. A Member is fully responsible for any and all charges made to the Member's account. The extension of charge privileges with issuance of a Membership card is not the same as the issuance of a credit card. Members may pay monthly billing statements by cash, check or credit card.

Members' dues will be billed on a quarterly basis in advance unless otherwise determined by the Club. All bills for Club charges will be due and payable in full upon receipt of a statement thereof. Charge privileges may be discontinued at any time, and may be denied to a Member and applicable spouse and authorized dependents for failure to timely pay billing statements for charges made.

Management, at its discretion, may suspend or terminate any Member whose account is delinquent. Such forfeiture shall not prejudice or affect in any manner the right of Management to collect such delinquent amount.

With the applicant's signature at the end of the membership application is an area where credit card information is required and which The Dunes Golf & Tennis Club will charge upon default in the payment of Club dues and charges after 30 days of the statement.

All active members must provide and keep an active credit card on file at all times. If a credit card is no longer valid, the member must notify the club and provide a valid credit card replacement. Failure to do so (per management's discretion) could lead to suspension of membership.

All members must notify the membership office of any changes to address, phone number and e-mail address.

All membership documents must be up to date at all times. Failure to do so (per management's discretion) could lead to suspension of membership.

The club will build and issue a full member roster and club directory for exclusive member use, including for the golf associations and league tennis.

### **Golf Associations/League Tennis**

The golf associations are an amenity to all Full Club members and the association dues will be complimentary with Full Club or Senior/Associate membership dues.

The associations will be member run and member organized. Each association will have association names, weekly games on designated days of the week, weekly pay out amounts in club certificates, board members with elected positions and by-laws. The Dunes Head Golf Professional (Or when applicable, The Dunes First Assistant Golf Professional) and Club Coordinator will be included on the board. Association and Club Bylaws will be updated in partnership with club management to assure updated information and unity with member and club directives and will be valid for the membership calendar year.

The current association club accounts will be issued a credit/check on January 1st that matches their previous year's budget, and the treasurer will be in control of the spend of this budget based on board voted decisions and club approval. The club and each Association Board will work together on the schedule of association events. The club will sample the associations on a limited basis (maximum of 4 non-championship games) and on an INTRODUCTORY OFFER ONLY to all Tennis and Sports members. The Member Guest Events are self-funding and based on the board's voted decisions and club approval.

In order to participate in the Lee County sponsored tennis leagues, one must carry a Full Club, Senior/Associate Club or Tennis membership status at the Club. All teams are open to qualifying members. Team rankings, roster maximums and individual player rankings (rankings determined by league play and/or the club tennis professional) will determine club team participation.

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**Section 1: GENERAL CLUB RULES**

- 1.01 The hours of operation at The Dunes Golf & Tennis Club will be established and published by The Dunes Golf & Tennis Club (the "Club") based on season and other circumstances.
- 1.02 The Club General Manager shall have full and complete charge of the clubhouse and grounds at all times.
- 1.03 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, on the Club's premises 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 unless otherwise permitted by the General Manager.
- 1.04 All food and beverage consumed on the Club Facilities must be furnished by the Club, unless otherwise permitted by the General Manager. Outside catering is not permitted at the Club, unless otherwise permitted by the General Manager.
- 1.05 It is against club policy to have its facilities used for functions which are in any way related to past, present or future fund raising efforts for the benefit of a political cause, except as specifically permitted by the General Manager.
- 1.06 Members and their guests may not physically or verbally abuse any of the Club's employees, and if so could result in suspension and/or termination of club membership. All service employees of the Club are under the supervision of the General Manager and no member or guest shall reprimand or discipline any employee or send any employee off the Club premises for any reason. Any employee not rendering courteous and prompt service should be reported to the General Manager immediately.
- 1.07 Foul and abusive language to employees or members will not be tolerated and may result in suspension of member or guest privileges.
- 1.08 Members may not request special personal services from employees of the Club.
- 1.09 Members are not allowed in the kitchen or other service areas of the Club.
- 1.10 Vehicles must be parked in areas designated by the Club. Vehicles should not be parked on grass lawns, at the front entrance or delivery area of the Club, or in any way which blocks the normal flow of traffic, unless specifically designated by the Club.
- 1.11 Performance by entertainers will be permitted on the property of the Club only with the permission of the General Manager.
- 1.12 Commercial advertisements shall not be posted or circulated in the Club nor shall business of any kind be solicited or transacted neither on club property nor upon the Club stationery without the prior approval of the General Manager.
- 1.13 Petitions may be originated, solicited, circulated or posted on property of the Club only with the prior approval of the General Manager.
- 1.14 Dogs and other pets are not permitted on the Club Facilities and grounds.
- 1.15 Smoking is permitted only in designated outside smoking areas. Cigarette, cigar and pipe smoking are not permitted in the Clubhouse, Golf Shop, Tennis Shop, Dining or Lounge areas.
- 1.16 Firearms and all other weapons are not permitted on the Club Facilities at any time.

- 1.17 The roster or list of members in the Club shall be considered the property of the Club and will be made public to all current memberships. It shall not be used or given to anyone by a member of the Club for any reason whatsoever. Unauthorized release or personal use of the membership roster is viewed as a very serious breach of Club policy. Violations will be reviewed by the Club and may result in expulsion or other sanctions.
- 1.18 All official complaints or suggestions relating to the operations of the Club must be in writing, signed and addressed to the General Manager. All official and unofficial complaints or suggestions relating to the operations of the club can be submitted to the Dunes Advisory Council through any board member or the General Manager.
- 1.19 Violation of any of these rules or conduct in a manner prejudicial to the best interests of the Club will subject the person in violation to the disciplinary action deemed appropriate by the Club.
- 1.20 Any defined terms used herein which are not specifically defined in these Rules and Regulations shall have the same meaning ascribed to such terms in the Plan for the Offering of Memberships.
- 1.21 All facilities of the Club are for the use and enjoyment of all members. Please look after them. Do not leave litter for others to clear up and please remove any litter left on the court, viewing, or seating area and deposit it in the nearest trash receptacle.
- 1.22 The Club reserves the right to amend or modify these rules when necessary and will notify the membership of any change within the membership year.

## Section 2: MEMBERSHIP CARDS

- 2.01 A membership card indicating a name and club account number will be issued to the member as well as other eligible members of the immediate family. Members are responsible for the payment of all charges made by their guests and immediate family members. Both the company and the designated users are responsible for all dues, fees and charges incurred by the membership. **Membership cards must be presented upon request in all areas when charging to a club account. Members are required to sign all charges.**
- 2.02 A membership card may not be used by any person other than the person to whom it is issued. Membership cards are non-transferable.
- 2.03 In the event of a lost or stolen membership card, the Club must be notified immediately, in writing. This procedure is designed to reduce the risk that unauthorized persons shall be able to charge items to a member's club account. Should written notification of card loss or theft not be received, the member shall be responsible for all charges placed on the account.
- 2.04 All golf, tennis, food, beverage, merchandise and services of the Club charged to the member's club account will be billed monthly. The monthly billing cycle for charges will close at or around the 25<sup>th</sup> of the month. Any member account past due thirty days will automatically be charged to the member's credit card on file. A member's bill shall be deemed delinquent if not paid within thirty days after the date of the monthly statement.
- 2.05 If the club account of any member is delinquent, the Club may at its option take whatever action it deems necessary for collection. If the Club commences legal action to collect any amount owed by a member, or to enforce any other liability of a member to the Club, and if judgment is obtained by the Club, the member shall also be liable for all costs and expenses of the legal action and reasonable attorneys' fees (including fees required in connection with appellate proceedings). The Club also reserves the right to suspend and/or terminate membership privileges for failure to pay dues, fees, charges or any other amount owed to the Club in a proper and timely manner. The Club may, in its discretion, determine not to seek the forfeiture of membership privileges. Such determination shall not be deemed a waiver of its right to seek the forfeiture of membership privileges at a later date or against any other member of the Club.

### **Section 3: RESIGNATION, SUSPENSION AND TERMINATION OF MEMBERSHIP PRIVILEGES**

- 3.01 A member may resign membership in the Club by delivering to the Membership Office upon **thirty days** prior written notice of resignation. Notwithstanding any resignation, suspension or termination of membership privileges, the member and the member's spouse shall remain liable for any amounts unpaid on the member's club account and remaining portion of unpaid annual dues. Members paying annual dues on a deferred or installment basis are required to continue making payments until the balance is fully satisfied to the end of the membership year. **Resignation does not relieve a member from this obligation.**
- 3.02 A member may be granted a temporary "Membership Downgrade" from the current membership type in the Club by delivering to the Membership Office upon **thirty days** prior written notice of leave request due to major injury or circumstances. All persons included within the membership must maintain Social Membership status during the respective leave or through the end of the membership year. Notwithstanding any leave, resignation, suspension or termination of membership privileges, the member and the member's spouse shall remain liable for any amounts unpaid on the member's club account and remaining portion of unpaid annual dues. **Resignation or change in membership classification does not relieve a member from this obligation.**
- 3.02 A membership may be suspended or terminated by the Club if, in the sole judgment of the Club, the member: a. submitted false information on the application for membership, which if had been truthfully disclosed, would have rendered the applicant ineligible for membership; b. submitted false information regarding an application for use privileges by a guest of the member; c. permits the unauthorized use of a member's membership card or club account; d. exhibits unsatisfactory behavior, deportment or appearance; e. fails to pay dues, fees, charges or any other amount owed to the Club in a proper and timely manner; f. fails to abide by the rules and regulations established for use of the Club Facilities; g. treats the personnel or employees of the Club in an unreasonable or abusive manner; h. fails to accompany a guest when required by the Club; or i. engages in conduct that is improper or likely to endanger the welfare, safety, harmony or reputation of the Club or its members.
- 3.03 The Club may at any time, and from time to time, restrict, suspend, or terminate, for cause or causes described in the preceding paragraph, any member's privilege to use any or all of the Club Facilities. No such member shall be entitled to a refund of any membership dues or any other fees on account of any such restriction, suspension or termination of membership privileges. During the restriction or suspension, dues and other charges shall continue to accrue and shall be paid in full prior to reinstatement as a member in good standing.
- 3.04 A member 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 member should not be disciplined in accordance with these rules. If the member desires to be heard, the member must provide a written request for a hearing to the General Manager within ten days after the date of the Club's notice to the member 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 ten days after such request. While the complaint is being considered by the Club, the member shall enjoy all membership privileges the member was entitled prior to the complaint.
- 3.05 Any member of the Club whose membership has been terminated for any reason other than the failure to meet eligibility for membership shall not again be eligible for membership nor admitted to use the Club Facilities unless otherwise permitted by the Club.
- 3.06 All Members must use their membership account for purchase at all applicable departments and properties.

### **Section 4: TRANSFER OF MEMBERSHIP PRIVILEGES**

- 4.01 The Dunes Golf & Tennis Club extends the right to permanently transfer membership privileges for Full Club, Senior/Associate members, Tennis and Sports in good standing with approval by the General Manager. The fee for transferring a membership shall be \$150.00.

- 4.02 Upon the date of transfer, privileges, with the exception of charging accounts, are immediately granted to the “transferred member” and privileges cease for the original member.
- 4.03 The “transferred member” must complete an application and credit card on file and will be issued a membership identification card for the current year.
- 4.04 Upon the end of the existing membership year, all membership privileges transferred to the “transferred member” automatically end and can be renewed if desired.
- 4.05 Lodging Partner Memberships can transfer their membership privileges to the designated unit’s registered guests.

**Section 5: LOSS OR DESTRUCTION OF PROPERTY OR INSTANCES OF PERSONAL INJURY**

- 5.01 Each member as a condition of membership, and each guest as a condition of invitation to the Club Facilities, assumes sole responsibility for his or her property. The Club shall not be responsible for any loss or damage to any private property used or stored at the Club Facilities.
- 5.02 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 of the Club shall be liable for any property damage and/or personal injury at the Club, or at any activity or function operated, organized, arranged or sponsored by the Club, caused by the member, any family member or guest of the member. The cost of any damage shall be charged to the member's club account.
- 5.03 Any member, family member or guest who, in any manner, makes use of, or accepts the use of, any apparatus, appliance, facility, privilege or service whatsoever owned, leased or operated by the Club, including without limitation the use of golf carts, or who engages in any contest, game, function, exercise, competition or other activity operated, organized, arranged or sponsored by the Club, either on or off the Club Facilities, shall do so at his or her own risk. The member shall indemnify and hold harmless Dahlmann Properties and BRE/The Dunes Golf & Tennis Club and their directors, officers, shareholders, partners, employees, affiliates, members representatives and agents from any and all loss, cost, claim, injury, damage or liability sustained or incurred by the member, family member or guest of the member resulting there from and/or from any act or omission of any director, officer, shareholder, partner, employee, affiliate, representative or agent of Dahlmann Properties and BRE/The Dunes Golf & Tennis Club.
- 5.04 Should any member bring suit against The Dunes Golf and Tennis Club and/or BRE/The Dunes Golf & Tennis Club for any claim and fail to obtain judgment therein against them, the member shall be liable to The Dunes Golf and Tennis Club and/or BRE/The Dunes Golf & Tennis Club for all costs and expenses incurred by them in the defense of such suit, including reasonable attorneys' fees (including fees required in connection with appellate proceedings).

**Section 6: FOOD & BEVERAGE SERVICES**

- 6.01 Plans or dates for dining room or pavilion activities must be coordinated in advance by the Director of Sales or Executive Chef/Food and Beverage Manager. Members have preferred booking and discounted site fees.
- 6.02 Reservations are requested for all evening events. Pre-purchased tickets may be required for special events. Reservations are taken on a first-come, first-served basis by pre-registering with the appropriate personnel of the Club. Members are asked to assist in maintaining required service levels by making reservations, changes or cancellations 24 hours in advance. Seating requests will be accepted.
- 6.03 Due to the limited size of the dining room, tables will be assigned on a first-call, first-choice.
- 6.04 An eighteen percent (18%) service charge will be applied to all club events. A twenty two percent (22%) service charge will apply to all catered events.

- 6.05 Lunch will be served in the lounge, dining room, pool and club patio.
- 6.06 Dinner will be served in the lounge, dining room, club patio or pavilion.
- 6.07 Smoking will not be permitted at any time, except in designated outdoor areas.
- 6.08 No one under twenty-one years of age may be allowed to sit at the bar.
- 6.09 The dress standards of the Club may be waived by management from time to time for special activities and functions.
- 6.10 Shirts and shoes must be worn at all times on the premises of the Club.

**Section 7: CHILDREN**

- 7.01 Children under twelve years of age are permitted on the Club Facilities only if accompanied or supervised by an adult.
- 7.02 Children under the lawful drinking age (21) are permitted in the bar or lounge if accompanied by an adult.

**Section 8: ATTIRE**

- 8.01 It is expected that members will dress in a fashion befitting the surroundings and atmosphere provided in the setting of our Club. It is also expected that members will advise their guests of our dress requirements. All members are responsible for ensuring their guests' and family members' golf attire conforms to the standards outlined below.
- 8.02 **Golf Attire for Gentlemen:** Shirts with collars and sleeves, mock turtlenecks, slacks, golf warm-ups, rain gear and golf shorts up to four inches above the knee are considered appropriate attire. Tank tops, tee shirts, fishnet tops, cutoffs, sweat pants, jeans, bathing suits, tennis shorts or other athletic shorts more than four inches above the knee are not permitted. Shoes: Appropriate golf shoes or approved shoes are required on the golf course and practice areas. Use of shoes other than golf shoes must be approved by the Golf Shop. Football spikes, baseball spikes and golf shoes with metal spikes are not permitted. This dress code is mandatory for all players. Golfers wearing inappropriate attire will be asked to change before playing. If you are in doubt concerning your attire, please check with the Golf Shop before starting play.
- 8.03 **Golf Attire for Ladies:** Dresses, skirts, skorts, slacks, capris, golf warm-ups, rain gear, golf shorts and shirts are considered appropriate attire. Halter tops, tee shirts, fishnet tops, cut-offs, bathing suits, sweat pants, jeans, tennis dresses or athletic shorts are not permitted. Shoes: Appropriate golf shoes or approved shoes are required on the golf course and practice areas. Use of shoes other than golf shoes must be approved by the Golf Shop. Football spikes, baseball spikes and golf shoes with metal spikes are not permitted. 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.
- 8.04 Proper tennis attire shall consist of tennis shoes (not basketball or jogging shoes) and tennis clothing (apparel manufactured expressly for tennis). In cold weather, appropriate sweat suits are permitted. Street trousers, jeans, bathing, cut-off shirts, tank tops, or beach attire is not allowed. Men's League match players must wear tennis clothing (apparel manufactured expressly for tennis). The Club reserves the right to approve any changes to the acceptable dress code.
- 8.05 Informal attire is acceptable during the day in the lounge and dining room of The Dunes.
- 8.06 Swimming attire/bathing suits must be worn while in the pool complex. When coming from the pool area, shirts or cover-ups and shoes must be worn to enter the lounge or dining area. Bathing suits must be appropriate in size and coverage.



**Section 9: MAILING/EMAIL ADDRESSES**

- 9.01 Each member is responsible for notifying in writing to the Membership Office the mailing and email address and any changes thereto, to which the member wishes all notices and/or statements of the Club be sent. A member shall be deemed to have received mailings from the Club ten days after they have been mailed to the address on file with the Membership Office. In the absence of an address change with the Membership Office, any Club mailing may, with the same effect as described above, be addressed as the General Manager may think is most likely to cause its prompt delivery.
- 9.02 The Club will use email as the primary use of communication and club information. If member chooses postal mail in lieu of email, the member is responsible for notifying in writing to the Membership Office of their request.

**Section 10: CLUB SERVICES AND ACTIVITIES**

- 10.01 The Club provides a variety of social, cultural and recreational events in which all members are encouraged to participate.
- 10.02 The Club encourages the use of the clubhouse facilities by members for private parties, on any day or evening, provided it does not interfere with the normal operation of the Club, or with the services regularly available to the members. Members are requested to contact the Director of Sales and/or the Executive Chef/Food and Beverage Manager for available dates and arrangements.
- 10.03 Private parties are not permitted on the Club Facilities unless prior approval is obtained from the Director of Sales and/or the Executive Chef/Food and Beverage Manager. The member of the Club sponsoring the private party shall be responsible for the conduct of the member's guests and for any damage caused by the guests and by the installation of party decor and shall be responsible for the removal of all such party decor.
- 10.04 Special and public event functions will be scheduled from time to time at the discretion of the Club. Some events may cause full or partial closing of club facilities. Members will be given ample notice of such closures.

**Section 11: FULL CLUB GUEST PRIVILEGES**

- 11.01 Guests of members may be extended guest privileges subject to applicable guest fees, charges and rules and regulations established, from time to time, by the Club. Guests will be charged the applicable rate for use of the golf, tennis and pool facilities of the Club. Guest privileges may be denied, withdrawn or revoked at any time for reasons considered sufficient by the Club in its sole and absolute discretion.
- A. Full Club Day Guests**
- 1A. The Club reserves the right to limit the number of times a day guest may use the facilities of the Club during each membership year. Golf and Tennis day guests may not play more than 4 times in a membership calendar year. Members may have unlimited day guests. All eligible day guests will be charged current discounted day guest rates.
- 2A. Day guests of Full and Corporate members shall be entitled to day guest rates only when accompanied by the sponsoring member.
- 3A. Day guests of Tennis and Sports Members shall pay applicable public rates.
- 4A. A particular individual using the Club Facilities as a day guest must be registered with the Club by the sponsoring member. Day guests must be accompanied by the member at all times when using any facility of the Club with the exception of the restaurant unless otherwise determined by the Club.

- 5A. Day guests will be entitled to use the Club Facilities only in accordance with the privileges of the sponsoring member upon payment of the applicable guest fees.
- 6A. Day guest charges for any services will be charged to either the sponsoring member's club account or will be paid by the day guest at the time of service.
- 8A. The Club reserves the right to require identification by each day guest.
- 9A. Day guest privileges may be limited by the Club, from time to time, in the sole and absolute discretion of the Club. Notice of such limitation will be given by the Club.
- 10A. The sponsoring member is responsible for the conduct of a day guest while at the Club. If the manner, deportment or appearance of any day guest is deemed to be unsatisfactory, the sponsoring member shall, at the request of the Club, cause the day guest to surrender the guest card and leave the Club Facilities.

**B. Full Club House Guests**

- 1B. House Guests must be registered by the sponsoring member with the Membership Office, prior to the arrival of the guests. Application forms requesting guest privileges may be obtained from the Administrative Office. House Guest privileges will be extended to guests of a member while that guest is residing in the member's residence on Sanibel, Captiva or Fort Myers. To provide membership privileges for a guest, the sponsoring member must submit the application for House Guest privileges at least (4) business days prior to the arrival date of the guest.
- 2B. With appropriate identification, guest cards will be issued for the length of stay, up to a maximum of **two weeks** per club year. At the expiration of the card, renewals of House Guest privileges will be granted at the discretion of the Club. Guest card and must be used for all club usage during their length of stay.
- 3B. House guests will be permitted to use the Club Facilities only in accordance with the privileges of the membership of the sponsoring member. The member's membership account will be charged a House Guest fee set by the Club for the length of stay in addition to all daily use fees established by the Club. House Guests of Full Members and Corporate Members shall be charged houseguest rates for use of the golf and tennis facilities of the Club. House guest for golf and tennis will receive a discounted rate for use of the golf and tennis facility.
- 4B. House Guests are permitted to use the Club Facilities unaccompanied by the member in accordance with the rules and regulations established by the Club.
- 5B. The sponsoring member does not lose membership privileges for the period of time the House Guest is in residence.
- 6B. The sponsoring member may choose if the house guest is allowed to charge on the member account or if they must pay at the time of service.
- 7B. The Club must be notified of a cancellation prior to the arrival date of the House Guest. Failure to advise the Club of a cancellation may result in the member's club account being charged the full House Guest membership fee.
- 8B. House Guests must have their guest card with them at all times while using the Club Facilities. The Club reserves the right to require identification by each guest.
- 9B. House Guest privileges may be limited by the Club, from time to time, in the sole and absolute discretion of the Club. Notice of such limitation will be given by the Club.

- 10B. The sponsoring member shall be responsible for the conduct of a House Guest while at the Club. If the manner, deportment or appearance of any House Guest is deemed to be unsatisfactory, the sponsoring member shall, at the request of the Club, cause such House Guest to surrender the guest card and leave the Club Facilities.

## **Section 12: POOL RULES**

- 12.01 There is no lifeguard on duty at any time. Members and guests swim at their own risk.
- 12.02 Consideration and appropriate conduct is expected at all times. The Club has complete authority to enforce all pool rules.
- 12.03 Members must have their membership cards with them at all times while using the pool facilities. The Dunes pool is for members and their guests only.
- 12.04 Use of the pool facilities at the Club is at the swimmer's own risk.
- 12.05 Private parties may be held in the pool areas only with the prior approval of the General Manager.
- 12.06 **Children under twelve years of age are permitted to use the pool facilities only if accompanied and supervised by an adult.**
- 12.07 Flotation devices are permitted for non-swimming children up to five years of age. Any non-swimming children must be accompanied in the water by their parent or adult guardian. Small toys such as balls, water guns, rings, etc. may be permitted, depending on the number of persons in the pool and the manner in which the toys are used.
- 12.08 Children must wear swimmer diapers while in the pool.
- 12.09 Showers are required prior to entering the pools to remove all suntan oils and lotions.
- 12.10 All swimmers must wear swimming attire. Cutoffs, dungarees and bermuda shorts are not considered appropriate swimwear.
- 12.11 Running, ball playing and noisy or hazardous activity will not be permitted in the pool area. Pushing, dunking and dangerous games are not permitted.
- 12.12 The throwing of balls, frisbees, wet clothes, etc. is not permitted.
- 12.13 Radios may only be used at low volume or with earphones.
- 12.14 Saving of chairs for persons absent from the pool area is not permitted.
- 12.15 Food is only allowed in designated sections of the pool area.
- 12.16 Glass objects, drinking glasses, beverage coolers and sharp objects are not permitted in the pool area.
- 12.17 All persons using the pool area are urged to cooperate in keeping the area clean by properly disposing of towels, cans, cigarettes, etc.
- 12.18 Smoking is permitted only in designated sections of the pool area.
- 12.19 Pool closures for social events may occur from time to time

## Section 13: GENERAL TENNIS RULES

- 13.01 Proper tennis attire shall consist of tennis shoes (not basketball or jogging shoes) and tennis clothing (apparel manufactured expressly for tennis). In cold weather, appropriate sweat suits are permitted. Street trousers, jeans, bathing, cut-off shirts, tank tops, or beach attire is not allowed. Men's League match players must wear tennis clothing (apparel manufactured expressly for tennis). The Club reserves the right to approve any changes to the acceptable dress code.
- 13.02 Courtesy and consideration should be observed at all times. Players and spectators shall not walk across or behind a court while a point is being played. Players shall not enter the court when play is in progress, but must enter in the appropriate area closest to the back of the court they will use. Disregard for court courtesy should be reported to the Club.
- 13.03 Proper tennis etiquette should be observed at all times. Excessive noise, racquet throwing or profanity will not be permitted. Cell phone ringers must be turned off or on vibrate while on or near tennis courts.
- 13.04 Court reservations may be made on site, or by contacting the Tennis Pro Shop. Court reservations may be made within 7-days of the requested reservation date. Court reservations may be made during standard Dunes Tennis Shop business hours. Group captains must give their name and membership number and the names of the players in their group.
- 13.05 Each player must register at the Pro Shop before playing. Failure to register prior to play means the player has no standing on the courts.
- 13.06 Players who fail to cancel their reservation one hour prior to their scheduled court time or who do not register ten minutes prior to their court time will be charged a fee for the court equal to the court fee for guests.
- 13.07 At the end of their playing period, players must promptly relinquish the court to the next players. Once a member is off the court, the member may sign up for the next available court time.
- 13.08 Individual members may reserve (1) court per day. If a member is making reservations for multiple players, the member must provide all player names at the time of the reservation.
- 13.09 All tennis court bookings may be reserved for one and one-half hours except for certain times designated by the Club.
- 13.10 In the event a member cannot use their reserved court, he/she must call in advance to cancel court reservations. Due to the very high demand for court times, a fine will be charged for habitual "no-shows."
- 13.11 Children under twelve years of age are not allowed on the courts without adult supervision, unless otherwise permitted by the Pro Shop. Children not playing tennis are not permitted on the courts.
- 13.12 No food or beverages are permitted on the courts, but are permitted in seating areas.
- 13.13 The Tennis Professional and/or Tennis Shop Manager is authorized to implement temporary rules as may be necessary during peak periods of play and tournaments.
- 13.14 Use of the tennis courts and facilities at the Club shall at all times be subject to the control of the Pro Shop, which shall determine the suitability of the tennis courts for play. Courts will be closed when necessary for maintenance or when dictated by safety considerations as determined by the Tennis Professional and/or Tennis Shop Manager.
- 13.15 All lessons and clinics must be paid in full prior to participating in the lesson or clinic. The Club reserves the right to make individual acceptations.

- 13.16 All instruction must be reserved through club/management staff. Absolutely NO outside instruction is permitted on property. All instructional reservations must be cancelled 24 hours before scheduled reservation to avoid being charged a "No Show Fee" or "Late Cancellation Fee". No Show fee will be full lesson rate. The Late Cancellation Fee will be half of the lesson rate.
- 13.17 The Club reserves the right to limit the number of times a day guest may use the facilities of the Club during each membership year. Golf and Tennis day guests may not play more than 4 times in a membership calendar year. Members may have unlimited day guests. All eligible day guests will be charged current discounted day guest rates. If a day guest does not check in to pay, the sponsoring member will be charged the court fee.
- 13.18 In order to participate in the Lee County sponsored tennis leagues, one must carry a Full Club, Senior/Associate Club or Tennis membership status at the Club. All teams are open to qualifying members. Team rankings, roster maximums and individual player rankings (rankings determined by league play and/or the club tennis professional) will determine club team participation.

**Section 14: GOLF COURSE ETIQUETTE**

Persons using the golf facilities should do their part to make a round of golf at The Dunes Golf & Tennis Club a pleasant experience for everyone. Here are some suggestions:

- 14.01 Do not waste time. Anticipate the golf 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.
- 14.02 When approaching a green, park your golf cart on the cart path on the best direct line to the next tee. 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.
- 14.03 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.
- 14.04 It is the overriding interest of The Dunes Golf & Tennis Club that each group maintain their original starting position on the course. However, if you are not holding your place on the course (see General Golf Rules #5), allow the players behind to play through. Do the same if you stop to search for a lost ball.
- 14.05 Repair your ball marks on the greens. If you see un-repaired marks repair them also. Remind your playing partners to observe this courtesy.
- 14.06 Carefully rake bunkers after use and leave rake in bunker close to edge.
- 14.07 Although it is the Club's responsibility to oversee course rules and player etiquette, it is each member's obligation to assist the Club in monitoring course rules and reporting violations to the Golf Shop. (i.e. use of range balls on the golf course, slow play, not repairing ball marks or sanding divots)

**Section 15: GOLF POLICIES & PROCEDURES**

- 15.01 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 the Club, except when in conflict with local rules.
- 15.02 All members and guests must register in the Golf Shop before beginning play.
- 15.03 "Cutting-in" is not permitted at any time. All players must check in with the starter. Under no circumstances are players permitted to start play from residences.

- 15.04 Practice is not allowed on the golf course. The practice facilities must be used for all practice.
- 15.05 If a foursome or other group of players fails to keep their place on the course and loses more than one clear hole on the players ahead, they must either quickly resume their position on the golf course or will be asked to move ahead to keep up with the golfers ahead.
- 15.06 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.
- 15.07 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.
- 15.08 Enter and leave bunkers at the nearest level point to the green. Smooth sand over with a rake upon leaving and leave in bunker close to edge.
- 15.09 Repair all ball marks on the green.
- 15.10 Sand all divots.
- 15.11 Ball hawking is not allowed on the courses at any time.
- 15.12 A Player Assistant may be on duty to help regulate play and enforce golf cart regulations. The Player Assistant has full authority on the golf course to enforce all rules and speed of play. Your cooperation is appreciated.
- 15.13 Each player must have his or her own set of golf clubs.
- 15.14 All tournament play must be approved in advance by the Head Golf Professional.
- 15.15 Appropriate golf attire is required for all players. Members are expected to insure that their family members and guests adhere to such rules.
- 15.16 The golf course may not be used for any purpose except golf without approval of the Club. Biking, kite flying, soccer, football, recreational walking, walking of pets, skateboarding, and similar activities are not permitted on the golf courses.
- 15.17 Dogs and other pets are not permitted on the golf courses or practice areas at any time.
- 15.18 Unless otherwise permitted by the Club, children under the age of sixteen must be accompanied by an adult unless playing in a Club-sponsored tournament.
- 15.19 If lightning is in the area, all play shall cease and players should seek appropriate shelter immediately. The Dunes does not have a lightening detection system.
- 15.20 Club management may close the golf courses to play whenever the grounds could be damaged by play or for maintenance or special events.
- 15.21 No beverages or beverage coolers are permitted on the courses unless supplied by the Club.
- 15.22 "Discontinued Play" policy - It is the sole responsibility of the players to apply for a rain check from the Golf Shop.
- 15.23 Twosomes should not expect to play through foursomes and should not exert any pressure on the groups ahead. Foursomes shall have the right of way.

- 15.24 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.
- 15.25 Fivesomes are not permitted on the golf course at any time.
- 15.26 The Club reserves the right, from time to time, to establish and change the rules governing access to the golf courses.

**Section 16: GENERAL GOLF RULES**

- 16.01 **Golf Attire for Gentlemen:** Shirts with collars and sleeves, mock turtlenecks, slacks, golf warm-ups, rain gear and golf shorts up to four inches above the knee are considered appropriate attire. Tank tops, tee shirts, fishnet tops, cutoffs, sweat pants, jeans, bathing suits, tennis shorts or other athletic shorts more than four inches above the knee are not permitted. Shoes: Appropriate golf shoes or approved shoes are required on the golf course and practice areas. Use of shoes other than golf shoes must be approved by the Golf Shop. Football spikes, baseball spikes and golf shoes with metal spikes are not permitted. This dress code is mandatory for all players. Golfers wearing inappropriate attire will be asked to change before playing. If you are in doubt concerning your attire, please check with the Golf Shop before starting play.
- 16.02 **Golf Attire for Ladies:** Dresses, skirts, skorts, slacks, capris, golf warm-ups, rain gear, golf shorts and shirts are considered appropriate attire. Halter tops, tee shirts, fishnet tops, cut-offs, bathing suits, sweat pants, jeans, tennis dresses or athletic shorts are not permitted. Shoes: Appropriate golf shoes or approved shoes are required on the golf course and practice areas. Use of shoes other than golf shoes must be approved by the Golf Shop. Football spikes, baseball spikes and golf shoes with metal spikes are not permitted. 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.
- 16.03 **Hours of Play -** The hours of play and Golf Shop hours will be posted in the Golf Shop. The Club is authorized to determine when the golf course is fit for play.
- 16.04 All players must have a starting tee times reserved through the Golf Shop. The staff will assign the starting time depending on availability. Starting tee times may be made in person, by phone during Golf Shop or via the internet. Starting time changes must be approved by the Golf Shop.
- 16.05 Group captains must give their name and the names of the players in their group at time of reservation. The Dunes reserves the right to assign advanced tee times to approved leagues and contracts.
- 16.06 Cancellations must be made 24 hours in advance. All late cancellations or no shows on the date of play will be charged the applicable green fees and/or cart fees.
- 16.07 All members and guests must register in the Golf Shop before beginning play and must present their membership card at that time.
- 16.08 Failure to check in and register ten minutes prior to a reserved starting time may cause cancellation or set back.
- 16.09 Players late for their starting time lose their right to the starting time and shall begin play only at the discretion of the starter.
- 16.10 The practice range is open during normal operating hours unless otherwise posted in the Golf Shop. At times the practice range may be closed for general maintenance or at the discretion of the Golf Shop.
- 16.11 Range balls are the property of the Club and for use on the practice ranges only. Range balls are not to be used on the golf course or removed from the driving range for any reason.

- 16.12 Golf carts are not permitted on the driving range area.
- 16.13 Balls must be hit from designated areas only. No hitting is permitted from the rough or sides of the practice ranges.
- 16.14 Proper golf attire is required on the practice ranges.
- 16.15 Shag bags are not permitted.
- 16.16 Golf carts shall not be used by a member or guest on the Club Facilities without proper assignment and registration in the Golf Shop. Golf cart fees are subject to change.
- 16.17 The use of golf carts is mandatory. Members and their accompanied guests are permitted to walk during designated times by the Golf Shop.
- 16.18 Each operator of a golf cart must be at least sixteen years of age and have a valid automobile driver's license.
- 16.19 Golf carts provided by the Club cannot be used off the golf course.
- 16.20 Only two persons and two sets of golf clubs are permitted per golf cart.
- 16.21 Obey all golf cart traffic signs.
- 16.22 Always use golf cart paths where provided, especially near tees and greens. When in effect use the ninety degree rule and cross fairways only at right angles. Golf carts are required to remain on golf cart paths, without exception, around tees, greens and on Par 3 holes.
- 16.23 Except on golf cart paths, do not drive a golf cart within **thirty feet** of a green, a tee or a bunker.
- 16.24 Designated Handicap Flags are available for member's needing this courtesy due to physical ailment or disability. A physician's notice may be required for authorization to use a Handicap Flag.
- 16.25 Never drive a golf cart through a hazard.
- 16.26 Be careful to avoid soft areas on fairways, especially after rain. Use the rough wherever possible.
- 16.27 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 any family member will be charged to the member or, in the case of damage by a guest, to the sponsoring member. Members using a golf cart will be held fully responsible for any and all damages, including damages to the golf cart, that are caused by the misuse of the golf cart by the member, any family member or their guests, and the member shall reimburse the Club for any and all damages sustained to the cart by reason of misuse.
- 16.28 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 WHM LLC dba BRE/The Dunes Golf and Tennis Club and the Club and their directors, officers, shareholders, partners, employees, affiliates, 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, any family member or their guests.
- 16.29 When the "carts on path only" sign is posted, they must be strictly followed.
- 16.30 "Course closed" or "hole closed" signs are to be adhered to without exception.
- 16.31 Golf carts shall be driven on the golf course only when the course is open for play.



- 16.32 All golf carts must not enter protected areas noted by ropes or signage.
- 16.33 Violations of the golf cart rules may result in loss of golf cart privileges and/or playing privileges.
- 16.34 Members and guests must keep their feet and hands in the golf cart while the cart is in motion.
- 16.35 The privilege to use a privately-owned golf cart is a non-transferable and non-assignable personal privilege.
- 16.36 Newly acquired golf carts must have prior approval and register with the Club.
- 16.37 Golf cart owners, when playing together, or with a non-cart owner, must abide by the rules of one golf cart for every two players.
- 16.38 Any person who is not a golf cart owner and who is riding as the second person in a privately-owned golf cart must pay the regular golf cart fee in the Golf Shop before beginning play.
- 16.39 Private cart owners must pay the applicable member cart fee whenever a Club-owned golf cart is used during a stipulated round of golf.
- 16.40 The Club will establish the safety specifications that all privately-owned golf carts must meet.
- 16.41 Privately-owned golf carts must be annually approved by the Club as complying with the appearance, safety and other standards as may be established by the Club.
- 16.42 All owners of privately-owned golf carts shall be required to sign a release of liability agreeing to hold WHM LLC aka BRE/The Dunes Golf and Tennis Club and the Club and their directors, officers, shareholders, partners, employees, affiliates, representatives and agents harmless as a result of any loss or damage relating to the ownership or operation of the golf cart.
- 16.43 Each year a member with a privately-owned golf cart shall be required to provide the Club with proof that the operation of the golf cart is covered by a liability insurance policy of the member with policy limits established by the Club and shall require that such policy provide that it can only be cancelled upon **thirty** days prior written notice to the Club.
- 16.44 Members using a privately-owned golf cart will be fully responsible for any and all damages caused by the use or misuse of the golf cart by anyone operating it or otherwise, and the members shall reimburse WHM LLC aka BRE/The Dunes Golf and Tennis Club and the Club for any and all damages they may sustain by reason of use or misuse, including without limitation, damage to other golf carts and any property of the Club.
- 16.45 The Club will establish an annual trail fee to be charged to members with privately owned golf carts.
- 16.46 Owners of privately owned golf carts must complete and sign an annual trail fee agreement, provide proof of liability insurance and pay the required trail fee to the Club before the cart is permitted on the Club Facilities.
- 16.47 Members with a privately-owned golf cart must check in at the Golf Shop prior to beginning play. Cart traffic on the golf courses is restricted to nine and eighteen hole rounds of play.
- 16.48 A maximum of two riders and two golf bags per golf cart is allowed.
- 16.49 Members with privately owned golf carts are required to ensure that their carts are restricted to licensed drivers who will operate the cart in a safe, prudent manner and in accordance with all governmental regulations.
- 16.50 Privately owned golf carts shall be driven on the golf course only when the golf course is open for play.

- 16.51 Violations of these rules and regulations may result in the revocation of privately owned golf cart privileges, playing privileges and/or a suspension or termination of membership privileges.
- 16.52 Handicaps are computed under the supervision of the Head Golf Professional in accordance with the current U.S.G.A. Handicap System.
- 16.53 All members with a U.S.G.A. approved handicap may participate in Club tournaments. All handicaps submitted may be reviewed by the tournament committee.
- 16.54 Handicaps will be required for all Club events.
- 16.55 To establish a handicap, a member must have turned in a minimum of **ten** scores.
- 16.56 Accurate records are to be kept of scores and recorded by the member for all full rounds played. The Head Golf Professional will determine if there are violations by members in turning in their scores.
- 16.57 All full club golf members, Corporate members and Signature members have the ability to establish a USGA Handicap free of charge.
- 16.58 In order to participate in the Lee County sponsored tennis leagues, one must carry a Full Club, Senior/Junior Club or Tennis membership status at the Club. All teams are open to qualifying members. Team rankings, roster maximums and individual player rankings (rankings determined by league play and/or the club tennis professional) will determine club team participation.
- 16.59 All Full Club and Senior/Associate Full Club Members are eligible to join The Dunes Men's Golf Association, Women's Golf Association, Nifty Niners and Mixed Golf. The golf associations are an amenity to all Full Club members and the association dues will be complimentary with Full Club or Senior/Associate membership dues.
- 16.60 The club will sample the associations on a limited basis (maximum of 4 non-championship games) and on an INTRODUCTORY OFFER ONLY to all Tennis and Sports members.

### **Membership Rules and Regulations**

The above are the rules and regulations governing use of The Dunes Golf & Tennis Club ("The Club") by Members and guests under the Club's Membership Program. These rules and regulations replace and supersede all prior rules and regulations and all other Membership agreements that may have been implemented in the past. Such prior agreements are no longer valid and are not binding on Management.

It is the intent of management of The Dunes Golf & Tennis Club to limit these Rules and Regulations to the minimum required for the mutual enjoyment of the Club by all its members and their guests. The obligation of enforcing these Rules and Regulations for the good of all members is placed primarily in the hands of a carefully selected and trained staff whose principal responsibility is to assure you of all the courtesies, comforts and services to which you, as a member of The Dunes Golf & Tennis Club are entitled. It is further the duty of the membership of the Club to know these Rules and Regulations and to cooperate in the enforcement thereof.

**By signing the Membership Application, member(s) have reviewed and agree to abide by The Dunes Golf and Tennis Club Rules and Regulations.**