



RULES AND REGULATIONS

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Colonial Country Club Rules and Regulations

These Rules and Regulations are established and adopted by the Board of Directors ("Board") of Colonial Country Club or ("Club Management") to protect the Recreational Facilities and to promote the health, safety, welfare and enjoyment of all persons using the Recreational Facilities. Club Management may amend or expand these Rules and Regulations from time to time. These Rules and Regulations shall apply to all persons using the Recreational Facilities regardless of whether such person has gained access to the Recreational Facilities as a member of the Association, a non-resident member of the Club, a family member or guest of a member, or otherwise.

PART ONE: GENERAL OPERATING POLICIES

Article I: General Club Rules

1.1. Applicability.

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

1.2. Cell Phone Usage

Cell phone conversation is not allowed within clubhouse/patio areas if other members or guests are using the same room. Cell conversations are to be taken outside the club or into an empty room where the volume will not disturb others. The club lobby is not to be used for cell conversations at any time. Members and guests are asked to mute their phones when in the dining rooms or patio areas. If a cell phone rings, the recipient of the call should proceed to an exterior room or outside the clubhouse before taking the call. Texting, web searching, or other silent smartphone uses are allowed in all club areas. Playing music, allowing audible game sound effects or allowing a phone to ring is not allowed.

1.3. Hours of Operation.

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

1.3.2. Areas of the Club may be closed for scheduled maintenance and repairs.

1.3.3. Use of the Recreational Facilities may be restricted or reserved from time to time by Club Management.

1.4. Special Events.

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

1.4.1. Dining room activities for groups will be permitted only with the permission of Club Management.

1.4.2. It is contrary to Club policy to have the Recreational Facilities used for functions or fund raising efforts for the benefit of a political cause, except as specifically permitted by Club Management. Club Management shall not unreasonably restrict or interfere with any Resident member's right to peaceably assemble or right to invite public officers or candidates for public office to appear and speak in the Club Facilities. The Recreational

Facilities shall not be used in connection with organized religious services or other activities without Club approval.

1.5. Food and Beverage Services.

- 1.5.1. Alcoholic beverages will be served, sold, and permitted to be consumed at the Club only as permitted by law. The Club reserves the right, in its sole discretion, to refuse service to any person who appears to be intoxicated. Members can bring their own bottle of wine, subject to a corkage fee.
- 1.5.2. All food and beverages consumed on the Recreational Facilities must be furnished by the Club or Members when conducting private recreational type social functions. Members are allowed to bring a celebratory cake to be consumed at the clubhouse, but there will be a cake cutting fee. No cupcakes or cookies will be permitted. Pricing may vary based on current policy.
- 1.5.3. Employees are permitted to deliver food or alcoholic beverages to locations away from the immediate area of the clubhouse or other designated areas of the Club only with the permission of Club Management.

1.6. Advertisements.

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

1.7. Club Personnel and Operations.

- 1.7.1. Persons using the Recreational Facilities should request neither special personal services from Club personnel who are on duty nor the personal use of the Club's furnishings or equipment which are not ordinarily available for use by members.
- 1.7.2. All complaints, criticisms, or suggestions of any kind relating to any Club operations or personnel must be in writing, signed, and addressed to the General Manager or the Board of Directors.
- 1.7.3. No person using the Recreational Facilities may abuse any Club personnel, verbally or otherwise. All service personnel of the Club are under the supervision of the General Manager. No unauthorized person shall reprimand or discipline any employee, or request an employee to leave the Recreational Facilities for any reason. Any employee not rendering courteous and prompt service should be reported to Club Management immediately.

1.8. Club Property.

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

written authorization.

1.9. Animals.

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

1.10. Parking.

Self-parking is permitted in areas identified as such. No parking will be allowed on grassed areas. "No Parking" signs must be observed. Violators may be towed at the owner's expense. The clubhouse and pools are expressly for use of residents and guests actively engaged in club activities (swimming, golf, dining, fitness, tennis, etc.). No unauthorized daytime or overnight parking is allowed. Overnight parking in the main clubhouse parking lot will be allowed on a space-available basis, for 1 or 2 nights only, with permission, and for a nominal per-night fee (\$10 for passenger vehicles, \$25 for RVs/trailers). Vehicles will be permitted to park after 7:00pm and are to be removed by 9:00am. "Permission" is offered via the Master Association General Manager or HOA Administrator and includes issuance of a printed pass for dashboard display. Any vehicle lacking proper displayed permission will be fined at twice the nightly permitted rates. Colonial CC reserves the right to deny parking permission based on calendared club events and banquets, or other circumstances, which could lead to a shortage of parking space availability. Dilapidated or unsightly vehicles will not be permitted.

1.11. Smoking.

Smoking is permitted only in designated areas within Colonial Country Club.

1.11.1 'Smoking' is defined as the use of tobacco products such as cigarettes, cigars, pipes, etc., as well as e-cigarettes and vapor products.

1.11.2 Smoking is not permitted in the clubhouse, enclosed patio areas, or restrooms anywhere in Colonial Country Club and designated recreation areas.

1.12. Fireworks.

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

1.13. Weapons.

Firearms and all other weapons of any kind are not permitted on the Recreational Facilities at any time by persons not holding an approved concealed carry permit, or specifically authorized government agency to carry a weapon as a requirement of their

job. Recreational Facilities, include without limitation, the Club Facilities, Golf Facilities, and Master Association Common Areas as defined in the Declarations of Covenants, Conditions, and Restrictions, Article II, Sections 9.1, 9.2, and 10.

1.14. Rules Violations.

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

1.15. Non-Discrimination Policy.

The Club shall not discriminate against any individual because of the individual's race, color, religion, sex, national origin, age, handicap, or marital status.

1.16. Trail System.

On the boardwalk trail that winds through the preservation areas, there are two observation decks. This trail is for pedestrians only.

1.17. Decals.

- 1.17.1. Decals are to be assigned in the Administration office only to owners, registered residents, approved rental tenants and employees of Colonial Country Club.
- 1.17.2. The decal program is maintained by the Administration office, under the direct supervision of the General Manager.
- 1.17.3. Vehicle registration or other proof of vehicle ownership in the name of the resident is required to obtain a decal, a copy of which will be kept in the owner file.
- 1.17.4. For rental vehicles, a copy of a rental agreement in the name of the resident is required, a copy of which will be kept in the owner file. Only one decal per residence will be assigned for rental car use.
- 1.17.5. Two decals are available per residence at no cost to the owner.
- 1.17.6. Additional decals can be obtained for a fee as established by the Board of Directors, incorporating 1.17.3 and 1.17.4 for proof of ownership.
- 1.17.7. Decals assigned to rental tenants will be deleted from the program upon expiration of the registered lease.
- 1.17.8. Decals for owners and their tenants will be deactivated on delinquent accounts of the Master Association that are past due and reactivated upon payment in full of the account.
- 1.17.9. All gate access decals are to be affixed to the vehicle, per instructions provided with the decal upon receipt. The only exceptions are vehicles (such as motorcycles and low-profile cars) where attachment of the bar

code decal would not register with the card sensor. All exceptions and approvals for non-fixed decals must be made in writing to the Colonial Administration Office, and a copy of the approval must be kept in the vehicle at all times.

1.18. Private Golf Carts.

Persons less than 16 years of age and/or not possessing a valid driver's license may not operate a golf cart within the community.

1.19. Vendor Access.

Vendors are permitted access to the community 7:00 a.m. – 6:00 p.m., Monday thru Saturday. There will be no access permitted to vendors on Sundays or Holidays, unless there is a verifiable emergency. Florists are permitted access from 7:00 a.m. – 8:00 p.m., Sunday thru Saturday, by presenting a valid driver's license and business credentials.

1.20. Realtor Access.

Realtors are permitted access to the community from 7:00 a.m. – 8:00 p.m. Sunday thru Saturday by presenting valid driver's license and current business card.

1.21 For Sale Signs.

2.1.a. Any addition or modification of any permanent street, speed limit, parking, informational or directional sign in common areas shall fit the aesthetics, harmony and compatibility of Colonial Country Club.

2.1.b. Signs shall conform to the fit and style, without limitation, to the look, size, color and material of existing signs in Colonial. Home For Sale Signs details and Specifications are located on the Colonial Country Club website.

Article II: Membership Cards

2.1. Issuance.

The Club will issue a membership card to Club members, designees, and the members of their "immediate families" (as defined in the Governing Documents) who are eligible to use the Recreational Facilities. Membership cards will include the name of the member and the authorized holder (if other than the member) and the member's membership category and shall be carried by each member or authorized user while using the Recreational Facilities. Membership cards will not be issued to member's children under the age of 12 or over the age of 21. All membership cards issued will be held for pick-up at the Club.

2.2. Non-Transferability.

Any person other than the person to whom it is issued may not use a membership card. Membership cards are not transferable. A member who leases his or her dwelling in Colonial Country Club may delegate his or her use privileges to the Recreational Facilities to the lessee and should so indicate on the transfer/registration form available in

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

2.3. Replacement.

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

2.4. Other Club Identification.

Club Management may issue identification decals and other insignia to members, as it deems appropriate. Members shall display such insignia as required by the Club.

Article III: Use Fees

Club Management may establish and charge daily use fees for all persons using certain Recreational Facilities or services. Such fees, as established, shall apply to both members and non-members and shall generally be charged on a per-person/per-use basis; provided, the fee amounts may differ for members and non-members. Such daily use fees may include, but shall not be limited to, greens fees, cart fees, and court fees. All such use fees shall be paid at the time the charge is incurred.

Article IV: Member Mailing Addresses

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

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

Article V: Club Services and Activities

5.1. Membership Program

The Declaration grants, to each residential property owner in the Colonial Country Club community, a membership in and rights to use the Recreational Facilities. Additionally, Club Management has established a membership program by which persons who do not own property in the Community may apply for memberships which provide access to and privileges of using the Recreational Facilities. Information regarding the various non-resident membership categories, application process, and use privileges is available in the Membership Plan and the Declarations.

5.2. Non-member Use.

Club Management shall have the right to permit use of the Recreational Facilities by non-members, including members of the general public, under such circumstances, terms and conditions, and upon payment of such fees, as Club Management shall determine in their sole and absolute discretion. Such use may include, but shall not be limited to, daily fee use of the Recreational Facilities, including the golf facilities.

5.3. Special Events.

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

5.4. Private Functions.

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

Article VI: Resignation of Membership

6.1 Sale of Home in the Community.

Any member who is a member of the Club by virtue of his or her membership in the Association shall be deemed to have resigned his or her membership upon the sale of member's home in Colonial Country Club.

6.2 Notice to Club.

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

6.3 Liability for Outstanding Charges.

Notwithstanding any resignation, the member and his or her spouse shall remain liable for any unpaid amounts owed to the Club. All assessments against the home in Colonial Country Club shall run with title and shall be the obligation of the new owner if not paid or prorated at closing.

Article VII: Discipline

7.1. Member Conduct.

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

- 7.1.1 failure to pay to Club Management any fees or other charges, or any installment thereof, when due;
- 7.1.2 failure to accompany a guest if and when required while using the Recreational Facilities;
- 7.1.3 submission of false information or the omission of pertinent information in response to a request for information by the Club;
- 7.1.4 violation of the Membership Plan, the Governing Documents, or the Rules and Regulations;
- 7.1.5 conviction of a felony or of any crime involving moral turpitude, or a determination by Club Management that the person was convicted of a felony or such a crime prior to issuance of his or her membership and failed to disclose such conviction prior to approval by Club Management;
- 7.1.6 commission of any act which Club Management determines to be destructive of the Club's physical assets, detrimental to or likely to endanger the welfare, safety, harmony or good reputation of Club Management, the Club or its employees or any member or authorized user;
or
- 7.1.7 allowing a membership card to be used by a person other than the member or authorized user named on the card.

7.2. Sanctions; Expulsion.

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

Club Management's determination that an authorized user is not in good standing due to improper conduct shall be cause for suspension or termination of the authorized user's privilege of using the Recreational Facilities but shall not affect the privileges of

the member or the member's other authorized users. Club Management's determination that a member's designee is not in good standing shall be cause for suspension or termination of the privileges of the designee and the designee's authorized users, but shall not affect the privileges of the member. Suspension or termination of a member's rights due to Club Management's determination that the member is not in good standing shall also suspend or terminate all rights of the member's designee and authorized users.

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

It should be specifically noted that the term "authorized user" includes renters who are subject to the same disciplinary measures as members.

7.3. Resident Members Entitled to Notice and Hearing.

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

7.3.1. Notice.

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

7.3.2. Hearing.

If a hearing is requested within the allotted 14-day period, the hearing shall be held before the Board or an Executive Committee that may be appointed by the Board. The alleged violator shall be afforded a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of proper notice shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer, director, or agent who delivered such notice. The notice requirement shall be deemed satisfied if the alleged violator or its representative appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed.

7.3.3. Appeal.

Following a hearing before the Board or designated Committee, the Disciplinary Committee shall meet to review the decision of the Board or designated Committee. The party against whom the suspension or fine may be imposed may attend the Disciplinary Committee review meeting, but they are not obligated to attend.

A fine or suspension may not be imposed without notice of at least fourteen (14) days to the person sought to be suspended or fined and opportunity for a hearing before the Disciplinary Committee a committee of Owners (per Florida Statutes Chapter 720.305), of at least three members appointed by the Board who are not officers, directors, or employees of the Master Association, or the spouse, parent, child, brother, sister of an officer, director or employee.

The notice shall include:

- A. A statement of the date, time and place of the hearing;
- B. A statement of the provisions of Florida law and the Governing Documents which have allegedly been violated; and,
- C. A short and plain statement of the matters asserted by the Master Association and, the party against whom the suspension or fine may be imposed, shall have a reasonable opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved, and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the Master Association. The Unit owner shall be the party ultimately responsible for payment of a fine, regardless of whether the fine relates to conduct by a tenant, family member, invitee or guest.

If the Disciplinary Committee, by majority vote, does not approve the suspension or fine, it may not be imposed.

7.4. Non-member Conduct.

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

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

8.1. Any member, family member, guest, or other person who, in any manner, uses or occupies the Recreational Facilities, including any apparatus, appliance, facility, privilege, or service whatsoever owned, leased, or operated by Colonial Country 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 at or away from the Recreational Facilities, shall do so at his or her own risk. All persons using the Recreational Facilities agree to release and indemnify Club Management, their affiliates, shareholders, partners, directors, officers, members, employees, representatives, and agents (collectively, the "Indemnified Parties") from and against any and all losses, expenses, liens, claims, demands, and causes of action of every kind and character for death, personal injury, property damage, or any

other liability, damages, fines, or penalties, including costs, attorneys' fees and settlements, resulting from, arising out of, or in any way connected with the use of the Recreational Facilities.

8.2. Should any party bound by these Rules and Regulations (except any party subject to the dispute resolution procedures of the Declaration) bring suit against any of the Indemnified Parties in connection with any event operated, organized, arranged, or sponsored by the Club or on any other claim or matter in connection with membership in the Club, and fail to obtain judgment therein against any one or more of them, said party shall be liable to the prevailing Indemnified Parties for all costs and expenses incurred by them in the defense of such suit, including court costs and attorneys' fees and expenses through all appellate proceedings.

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

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

Article IX: Reservations and Cancellations

9.1. General.

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

9.2. Dining Facilities.

a) Dinner reservations may be required as determined by Club Management. Members are asked to assist in maintaining required service levels by making reservations for dining prior to 5:00 p.m. on the day involved.

b) Reservations for dining will be held for only 15 minutes after the reserved time.

c) Reservations for all Club events will be limited to a maximum of one table of no more than 12 persons per member. Reservations may include accompanied nonmember guests of members. Reservations for A` la cart dining will be limited to a maximum of 10 persons per table. For A' la cart dining, groups greater than 20 people

are considered a private party, and as such, a contract will be required to reserve space in the clubhouse.

d) Reservations made by members for special events are subject to the above restriction and can be made up to 60 days before the event. All member names and member numbers must be included with the reservation. If all names and numbers are not available at the time of booking, a reservation will only be made for those for which the required information has been provided. In addition, a member will be limited to 4 non-member guests, and reservations for non-member guests can only be made 14 days before the event. An exception will be made for reservations for non-member guests for major holiday events, which can be made up to 60 days before the event. Major holiday events include Easter, Thanksgiving, and New Year's Eve, and also may at times include other events as designated by Club Management.

e) Special events include the major holidays and are not limited to Fun Night, Seafood Extravaganza, Valentine's Day, the Farewell Party, and the Welcome Back Party.

f) Cancellations of special event reservations are required at least 24 hours prior to the event. All reservations require a specific member name to be assigned. Failure to cancel timely will result in a charge to the specific member account on the reservation. (no show - 100% event fee; cancellation within 24 hours - 50% event fee). Cancellations of a la carte dining reservations are required at least 24 hours prior to your reservation. Repeated "no shows" could result in the loss of reservation privileges.

g) Tables in the Rescue Club are available on a "first come, first serve basis." Reservations are not required or accepted. No more than 3 tables may be pulled together upon management approval (if available and accessible) to accommodate a group. Tables cannot be held for more than 15 minutes if other guests are waiting to be seated in the Rescue Club. Upon management approval, and subject to the above reservation restrictions, the Rescue Club may be used for reserved seating on major holidays and special events.

9.3. Table Assignment at Club Functions.

For all functions of the Club held in the Club dining rooms, tables will be assigned on a first-call, first-choice basis.

9.4. Cancellation Fees.

Failure to cancel a reservation which one does not use, including tee times January through March for regular play and tournament play at least 24 hours prior to the reserved time, Spa Treatments at least 24 hours prior to appointments, will result in a cancellation fee of 50% of the quoted price being charged to the Member.

Golf Tournaments include Club Medal Championship, Match Play Championship, Member/Member Two Day, Member/Guest Two Day, Member/Guest One Day, Colonial Cup and Interclub Matches.

Article X: Gratuities

10.1. Percentage Added.

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

10.2. State Tax on Alcohol Sales.

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

Article XI: Children

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

11.2. Any person who brings a child onto the Recreational Facilities is responsible for the child's conduct and safety while on the premises.

Article XII: Attire

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

12.2. Shirts and shoes must be worn at all times when on Recreational Facilities.

12.3. Non-Soft Spiked shoes are not permitted on the Club Facilities.

12.4. Dress Code Policy for the **Rescue Club** and the **Screened Lanai (Patio)** shall be no more casual than consisting of proper/approved golf or tennis attire. Denim pants are acceptable provided they are not ripped, torn, or holed. Neither work style denim nor denim shorts are permitted. At no time is exercise wear, T-shirts, or swimwear allowed in the Rescue Club, Lanai/Patio. Except for the Screened Lanai, men are not permitted to wear hats or caps anywhere in the clubhouse.

12.5. Dress Code Policy for the **Main Dining Room (The Royal Palm Room)** shall be business casual consisting of dress pants or Docker type pants for men. Golf shirts are permitted and may be either collared or mock; dress shirts may be worn outside pants provided that the shirt is designed to be worn in that manner.

Women's approved attire includes pants, dresses, and skirts, shorts or dress-Bermuda shorts. Women's shirts or dresses without a collar or sleeves are also acceptable.

Dress shorts are permitted but should be no more than two to three inches above the knee for either men or women. Cargo shorts, exercise wear, T-shirts, swimwear and denim are not allowed in the Royal Palm Room.

The only exceptions to the foregoing are 1) when a Rescue Club event overflows into the dining room or 2) when a themed event is held in the main dining room suggesting special attire within propriety. The latter exception requires the approval of management. Notice of a special theme event will indicate attire.

12.6 Dress Code Policy for **Common Areas** within Club property shall require that all persons wear clothing on the upper portion of their bodies (i.e. above the waist) at all times. For men, this includes shirts with or without collars and with or without short or long sleeves. For women, this includes shirts or blouses with or without collars and with or without short or long sleeves. This policy shall not apply to the enclosed areas of all of the Club's swimming pools.

Article XIII: Guest and Lessee Policies

13.1. Accommodation of Guests and Lessees:

Use privileges may be extended under the rules established by Club Management from time to time to guests of members and to lessees of member's dwelling at Colonial Country Club. Although it is the intention of the Club to accommodate guests without inconvenience to the members and the Club reserves the right to limit the number of guests that accompany a member on any given day. The Club shall establish the rate of the daily guest fees, which shall be charged in addition to any applicable use fees. The use rights and privileges delegated to a guest or lessee may be limited to a greater extent than the use rights and privileges of a member. Such limitations may be enacted in the sole discretion of Club Management and may include, without limitation, imposing additional or higher fees, restrictions regarding reservation of tee times, and periods of use being reserved or restricted.

13.2. Use of the Recreational Facilities by Guests:

All guests shall be either houseguests or day guests. A houseguest is defined as a guest temporarily residing in an Association member's residence at Colonial Country Club. All other guests of a member shall be considered day guests.

13.2.1. Day Guests.

13.2.1.1 Club Management reserves the right to limit the maximum number of times during each calendar year that a person may use the Recreational Facilities as the day guest of any member.

13.2.1.2 Any person using the Recreational Facilities as a day guest must be registered with Club Management by the sponsoring member.

13.2.1.3 Upon registration of the guest, the sponsoring members or guest shall pay the guest fee then in effect, as established by Club Management.

13.2.1.4 All day guests must be accompanied by the sponsoring member while using the Recreational Facilities.

13.2.1.5 Guest charges for any Club services or use fees shall be

paid by the sponsoring member, authorized user, or guest at the time the charge is incurred.

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

13.2.1.7 Club Management reserves the right to require identification from each day guest.

13.2.1.8 Day guest privileges may be limited by Club Management from time to time in their sole and absolute discretion. Notice of any such limitations will be provided to the members.

13.2.2. House Guests.

13.2.2.1. Each houseguest must be registered with Club Management by the sponsoring member, prior to the guest's arrival. Application forms for houseguest privileges may be obtained from the Club. The application procedure shall be initiated by the member at least two days prior to the houseguest's arrival.

13.2.2.2. Upon the payment of the applicable guest fee, the houseguest shall be issued a temporary guest card. The temporary guest fee shall be in addition to any applicable use fees. No more than 4 Houseguests may access the Golf Facility at any one time.

13.2.2.3. The temporary guest card shall expire two weeks after the date of issuance.

13.2.2.4. Any houseguest holding a temporary guest card may use the Recreational Facilities unaccompanied by the sponsoring member.

13.2.2.5. The houseguest shall pay all Club charges he or she incurs at the time they are incurred.

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

13.2.2.7. Houseguest privileges may be limited by Club Management from time to time in their sole and absolute discretion. Notice of any such limitations will be provided to the members.

13.3. Use of the Recreational Facilities by Lessees:

A member of the Club who owns a dwelling in Colonial Country Club may delegate his or her rights to use the Recreational Facilities to any tenants or lessees of the dwelling, provided such tenants or lessees constitute an "immediate family" in the Declaration (provided that a non-spouse cohabitant may be considered a spouse if the tenant and non-spouse reside in the dwelling as a single housekeeping unit, with their

children, if any), and subject to any limitations, restrictions, requirements, and fees as may be established by Club Management.

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

Any member who leases his or her dwelling in Colonial Country Club shall be presumed to have delegated his or her easements, as provided in the Declaration, and rights to use of the Recreational Facilities to his or her tenant or occupant, and such member's easements and rights to use the Recreational facilities shall be suspended during the term of the lease.

PART TWO: USE OF THE GOLF, TENNIS, AND FITNESS FACILITIES

Article XIV: General Golf Rules

14.1. The Rules of Golf as adopted by the USGA together with the Rules of Etiquette as adopted by the USGA shall be the rules of Colonial Country Club except when modified local rules herein.

14.2. All players must check in with the Pro Shop before commencing play or practice. The Pro Shop staff may ask for each player's membership card in order to determine the applicable fee.

14.3. All play is initiated from hole number one tee box, unless advised differently by the Pro Shop. Under no circumstances are players permitted to originate play from their residence.

14.4. Practice is not allowed on the golf course. The practice/warm up facility should be used for all practice. Range balls are not to be used on the golf course.

14.5. The Golf Staff, Starter and Ranger(s) have full authority on the Golf facilities to enforce all rules and monitor speed of play.

14.6. Speed of play will be strictly enforced. The Club has adopted a four-hour and sixteen-minute time limit for a foursome to complete a normal 18-hole round of golf. If a foursome or other group of players cannot maintain the pace of the preceding group and is over the allotted time standard for the holes played, they will be asked to accelerate their play. Failure to maintain the specified pace of play can result in the group being directed to pick up their golf balls and instructed to proceed to the next available tee by the Rangers or Golf Shop Staff. Continued refusal by any group to maintain the pace of play after being warned by the golf staff can result in removal from the golf course. Removal from the golf course can only occur after two warnings have been given to the offending group and the Ranger has conferred with either the Head or Assistant Golf Professional.

14.7. To maintain continuity of play, no more than five (5) minutes can be used to locate a golf ball. Groups stopping for refreshment at the end of the first nine holes must limit their stay to a maximum of eight (8) minutes. Groups stopping for more than eight (8) minutes will lose their place on the course and are required to check with the Starter or the Pro Shop before resuming play.

14.8. The Head Golf Professional must be notified of any planned tournaments. Outside tournaments or events that provide substantial revenue must have the prior approval of the General Manager, Head Golf Professional, Golf Committee and the Board of Directors. The Board is the only authority to block tee times for outside events. Generally, these events will not be approved unless a banquet is also booked in conjunction with the tournament. Weekend events are discouraged, but may be planned during the period from May through October 15. Such events should not exceed more than one in any four week period. Scheduling outside events during the week that do not interfere with Club planned activities is encouraged.

14.9. Junior golfers, less than sixteen years of age and/or not possessing a valid drivers license must be accompanied by an adult and may not operate a cart.

14.10 Each golfer must have their own set of clubs and golf bag. Rental clubs and bags are available in the Pro Shop. Golf or gym shoes are mandatory and no metal spikes are allowed.

14.11. **Inappropriate Golf Attire:** Defined as follows for both men and women, and will not be allowed on the course or practice facilities: Jeans/denim wear of any type or color, cargo shorts (usually shorts below the knee featuring multiple large exterior oversized pockets), cut-off shorts, bathing suits, running shorts, exercise wear, gym shorts, tank tops, T-shirts, football/rugby/sports jerseys and midriff shirts are not acceptable. Golf attire is required on the practice range, putting green, and on the golf course.

14.12. Proper golf attire is required at all times on the course and practice facilities. Members and guests not appropriately attired will be denied registration for play, until properly attired.

14.12.1. **Men:** Bermuda shorts no higher than mid-thigh and slacks such as Dockers are acceptable. Golf polo type shirts and dress shirts with short or long sleeves, and turtleneck/mock turtleneck shirts are acceptable.

14.12.2. **Women:** Slacks and Capri pants, dresses, skirts/skorts and shorts that are no higher than mid-thigh are acceptable. Tops must either have a collar or sleeves or both.

14.12.3. Golf shoes are recommended, however, soft-soled shoes, such as Tennis Shoes, are also acceptable. Soft spikes are required on golf shoes.

14.12.4. During inclement weather, appropriate outerwear (jackets, sweaters, and rain gear) is acceptable.

14.12.5. Appropriate head gear, such as full-brimmed hats, baseball/golf type caps, and golf visors are acceptable. Caps and visors with bills are to be worn with the bill facing forward.

14.13. Groups less than a foursome may play at the discretion of the Pro Shop.

Twosomes and singles may be grouped with other players. Groups of five or more players shall not be permitted unless authorized by the Pro Shop. Foursomes are encouraged but not required to allow smaller groups to play through. When the course is full, not allowing a group to play through would only serve to lengthen the total time for all the players affected by the action.

14.14. The golf course and cart paths are only to be used by registered golfers playing a round of golf, Pro Shop Staff or Greens personnel. For safety reasons members and guests whether walking, jogging, bicycling, skateboarding, rollerblading, etc. are prohibited from using the golf course or cart paths at any time whether players are present or not. Exercising pets on the golf course is prohibited.

14.15. No beverage coolers are permitted on the golf course unless provided by the Club. The Golf staff reserves the right to inspect and approve all cooler contents. Coolers will be permitted when medical conditions require the player to have access to refrigerated medicine.

14.16. Actions by any individual or group on the golf course, practice facilities, the golf shop or the adjacent golf areas that detract from the Club experience of other golfers for whatever reason shall not be permitted. Failure to observe accepted decorum after being advised by the golf staff may result in removal from the golf course and possible loss of golf privileges.

14.17. Rain Check Policy-If less than four holes of eighteen have been played, the player will receive a full eighteen-hole credit. If less than thirteen holes have been played of an eighteen-hole round, the player will receive a nine-hole credit. It is the sole responsibility of each player to apply for a rain check from the Pro Shop staff. The Pro Shop will issue rain checks for inclement weather and for suspension of play. Rain check requests for non-inclement weather, such as temperature, medical conditions, or personal injury will be issued on a case-by-case basis. Rain checks are valid for thirty (30) days from the date of issue.

14.18. If lightning is in the area all play shall cease. Players are responsible for seeking shelter. The Club will not be responsible for providing a warning as it does not have any storm alert system or warning device. Resuming play after a weather delay shall be at the sole discretion of the player. Golfers resuming play after a weather delay are required to consult the Starter or a Ranger to make certain that resuming play will not interfere with the flow of players on the course.

14.19. Solicitation of golf lessons including, but not limited to individual lessons, clinics and golf schools by personnel other than by current PGA members and apprentices employed by the Club is prohibited.

Article XV: Golf Play

15.1. The hours of play as well as the course playing conditions shall be posted in the Golf Shop. The Golf Course Superintendent shall determine when the golf course is fit to play and under what conditions. At the Golf Course Superintendent's sole discretion, holes, portions of the course, or the whole golf course may be designated as closed or subject to golf cart restrictions. Signage on the golf course or directions from the golf staff identifying these restrictions are to be followed by all players. Failure to follow

playing instructions could result in removal from the golf course

15.2. All players must have a tee time reserved and on record at the golf shop. Tee times may be requested by Golf Village Members through the computerized tee time reservation system, by phone or in person, and by others by phone or in-person. Subsequent tee time changes must be approved by either the tee time system or the golf staff. Note that tee times for special events/tournaments may require phone or in-person registration. Rules and user instructions for the use of the computerized tee time reservation system are included by reference herein, and are available on-line or in the Pro Shop.

15.3. Certain major tournaments (such as Stroke Play Championship, Match Play Championship, Member/Member Championship, Inter-club Series, and 1-Day and 2-Day Member/Guest) are for Golf Village Members only. Golf Village Tenants may, however, play in the 1- and 2-Day Member/Guest on a space available basis. Minor events, such as Men's and Women's Day, the Saturday Blitz, Ladies Nine-Hole, and Couples Days are for Golf Village Members and Tenants, and Lakes Village Members may play on a space available basis within the 3-day advance tee time rule.

15.4. Any person with a reserved tee time must notify the golf shop 24 hours prior to their tee time of their intent to cancel it. Failure to cancel a reserved tee time more than 24 hours prior to their tee time may result in a cancellation fee equal to 50% of the eighteen-hole fee or nine-hole fee, whichever is applicable to the player who cancelled.

15.5. Golfers are required to check into the Pro Shop ten minutes prior to their reserved tee time, failure to check in and register ten minutes before an individual's tee time may result in cancellation of their tee time at the discretion of the golf staff.

15.6. Golfers may be required by the golf staff to present their membership cards or other identification in order to ascertain the applicable fees. All fees must either be charged to the member's account or to an acceptable credit card.

15.7. All play is normally initiated from hole number one tee box, unless advised differently by the Golf Shop. Play should continue sequentially (1 through 18) and any skipping of holes or non-sequential play is prohibited, unless directed by a Ranger or a member of the Golf Staff.

15.8. The golf course is played utilizing golf carts only. Playing the golf course by walking is prohibited.

15.9. All signs on the course i.e. "Cart Path Only, Hole Closed" and instructions from the Starter, Rangers or Golf Staff shall be followed. Failure to do so may result in removal from the course.

15.10. "Ball Hawking" or searching for golf balls other than yours or your playing companions on the golf course is prohibited.

15.11. In order to maintain the quality of the golf course for all players, members and guests are directed to do the following:

15.11.1. Use the cart paths in conjunction with the 90 degree rule unless directed otherwise by the Starter or Golf Staff. Players should not leave the cart paths until they are at a point on the cart path that is opposite or 90 degrees from

the location of their ball(s). Upon completing their shots, the players should either return to the cart path or proceed to their next shot, dependent on which path minimizes the amount of grass the carts are being driven on.

15.11.2. Not to drive the golf carts within 30 feet of any green or into any hazard or pine straw area

15.11.3. Golf carts should be parked on the cart path at the side or back of the green proximate to the pin position (See paragraph 19.4).

15.11.4. Enter and leave the sand bunkers at the nearest level point to their ball. After hitting their shot, the shot impression and any foot prints are to be smoothed with a rake. The rake should be left with its head in the bunker.

15.11.5. Fill all divots with sand. The sand should completely fill the divot and be smoothed so as to be level with the surrounding area.

15.11.6. Repair all ball marks on the greens.

15.11.7. Be careful to avoid soft areas in the fairway that may not be marked, especially after showers.

15.11.8. Use the roughs whenever possible.

Article XVI: Practice Facilities

16.1. The practice/warm up range and practice facilities will be open according to the schedule posted in the Golf Shop. The practice facilities are a member-only amenity not open to the public and are for the use of members, their guests and registered golfers. Before using any practice area, registration in the Pro Shop is required.

16.2. All users of the practice/ warm up range and or practice facilities must register in the golf shop and users of the facilities may be asked by the Golf Staff to provide their membership card or other identification to determine if a fee is applicable.

16.3. The Club golf course dress code applies to the practice facilities.

16.4. Practice balls are provided for use only on the range and other practice facilities. Practice balls are not to be used on the golf course.

16.5. Only practice balls are to be hit on the range and they must be hit from the stations designated by the Golf Staff.

16.6. Chipping /pitching balls from the practice range to the putting or chipping range or the golf course is prohibited.

16.7. Golf Carts are not permitted on the practice range nor are hand bag ball shaggers allowed anywhere on the practice facility.

16.8. Smoking is not permitted in the golf practice areas; including the driving range, chipping/sand trap practice areas; practice putting green, and cart staging area.

Article XVII: Golf Handicap Rules

17.1. The Club has a Handicap Committee as required by the USGA to authenticate the handicaps that the members and guests (as required) of Colonial Country Club have. The

committee is composed of four Club members and a member of the golf professional staff and has the authority to administer handicaps in accordance with the Club Handicap Policy.

17.2. In order to participate in any Colonial Country Club event (defined as any event where prizes, trophies, or golf shop credit is available) Colonial Country Club residents/transferees playing as the member must have an approved USGA, Colonial Country Club handicap and be in good standing with regards to the USGA handicap policy. Guests of residents/transferees must have a verifiable USGA, home country, or home course handicap. Handicaps other than Colonial Country Club Handicaps shall be verified by the Handicap Committee or their representative. Non golf village residents are welcome to utilize the handicap system.

17.3. Members are responsible for posting their individual scores for all 9 or 18 hole rounds played either at home or away at USGA approved courses in accordance with the protocol of the Handicap Committee utilizing Equitable Stroke Control (ESC) within three days of completing their round. Failure to post individual scores can result in individual handicap adjustments by the Club Handicap Committee.

17.4. The Handicap Committee is comprised of four club members. One shall represent the Women's Golf Association 18-hole group. One shall represent the Ladies 9-hole group. One shall be a member of the Golf Committee and one shall be from the golf membership appointed by the President of the Master Board. All members are subject to Board approval. Members of the Handicap Committee are required to attend the USGA FSGA Handicap Certification Seminar.

Article XVIII: Golf Cart Rules

18.1. Operation of a golf cart is at the risk of the operator. Damages caused by misuse of a golf cart by an operator (member, a member's guest, a member's family member, tenant, a tenant's guest, the tenant's family members or day player) shall be the responsibility of the individual who obtained the use of the golf cart from the Club. In the case of damage by the guest of a member, the sponsoring member may be held responsible. Each operator shall be held fully responsible for any and all damages including repairs to the golf cart which are caused by misuse of the golf cart and shall reimburse the Club for any and all damages the Club may sustain by reason of misuse.

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

18.3. Operation of a golf cart on the Club golf course or adjoining cart paths by any individual that is less than sixteen years old and does not have a valid driver's license is prohibited.

18.4. Club owned golf carts are not permitted anywhere except the golf course playing area, (subject to those areas restricted by previous rules) and adjoining cart paths. Crossing roads and sidewalks at designated locations in order to go to the next hole during a golf round is allowed. Other than a sequential play exception at the discretion

of the Golf Staff, Club owned carts are not allowed in CCC parking lots, CCC or public roads and sidewalks.

18.5. A cart fee will be applicable to all players, whether as a stand alone fee or included in the “greens fee” and payable at the time of registration to play.

18.6. No Club owned golf cart shall be operated by any individual prior to the individual’s registration, payment of the applicable fee and assignment of a specific cart by the golf staff.

18.7. Unless authorized by the Head Professional or his representative no more than two individuals and two sets of clubs are allowed per cart and no more than two golf carts per foursome.

18.8. Physically handicapped flags will be issued and installed by the golf staff on the assigned golf cart of operator’s that requires them. Handicap flags may be issued at the discretion of the golf staff for daily use. Medical documentation (DMVO) must be provided to the Golf Shop if the operator intends to use the flag longer than six months. The handicap flag will be attached to the top of the golf cart before initiation of play and taken off at the end of the round. Operation of a handicapped flag golf cart is still subject to the following Club golf rules:

18.8.1. Flagged carts are not allowed off the cart paths during “cart path only” conditions or on par threes.

18.8.2. Flagged cart privileges extend only to the member/guest making the request.

18.8.3. Flagged carts shall not be driven into hazards, pine straw areas, and must remain at least thirty feet from greens and green side bunkers.

18.8.4. Flagged carts shall not be parked in front of the greens.

18.9. Violation of the golf cart rules may result in loss of playing privileges.

Article XIX: Golf Course Etiquette

19.1. It is incumbent on all members and guests to make the golfing experience at Colonial Country Club a memorable and pleasant experience. Therefore, it is recommended that all players conduct themselves in a manner that reflects this objective. Being knowledgeable of and playing in accordance with USGA and Club Golf Rules as outlined is a good first step. Practicing traditional golf etiquette, while participating in the golf experience at Colonial, is key in attaining this goal.

19.2. Avoid delays and maintain the recommended pace of play by:

19.3. Anticipate the golf club or clubs you will need for your upcoming shot. Position yourself as near to your ball as possible without compromising any other players shot. Play promptly when it is your turn, if for some reason you are delayed, indicate your permission for another player who is ready to take their shot ahead of you. This would not constitute a playing out of turn violation and will contribute an orderly pace on the golf course.

19.4. When at the green, park your golf cart on the path in a location that is in the best

direct line to the next tee. Never leave your golf cart in a location around the green where you will have to go back to it after putting out, causing delay to following groups.

19.5. Study and clear the line of your putt on the green, while others are doing the same. Be ready to putt when it is your turn.

19.6. When play of a hole has been completed, leave the green promptly and proceed to the next tee. Do not approach the next teeing area until the group in front of you has finished teeing off. Do the scoring for the preceding hole while waiting for the next tee box to clear or while your group is playing from the next tee.

19.7. Contribute to the overall Club golf experience through maintaining the golf course in the condition that you desire by not only correcting any defects you might cause but also as time permits those that have been caused by others, i.e. divots, ball marks, and un-raked areas in bunkers.

19.8. Be cognizant of the needs of others to warm up on the practice area prior to playing a round of golf. Limit your warm-up so as to give all players an opportunity to utilize the facilities prior to initiating play. Members should plan practice sessions longer than 20 minutes for off peak time periods.

19.9. The golf staff's main goal is to make your play and the play of all the other members a pleasurable experience. In this regard, they will offer you Assistance and direction. Do not hesitate to ask for their assistance or to follow any direction they might give in order to make your round at Colonial Country Club a memorable experience.

Article XX: Administering Violations of Golf Rules

20.1 If an individual is repetitively warned for rules infractions, including but not limited to slow play, disrupting play, improper cart usage, disregarding golf staff instructions etc. the General Manager or Head Golf Professional in concert with the golf committee may restrict the individual from using the Club golf course and practice facilities. The following disciplinary procedure must be followed:

20.1.1 First Warning

The Head Golf Professional or his representative will discuss in private with the member when and where the violation(s) occurred. Documentation of the violation(s), including time/date/place of each occurrence will be forwarded to the golf committee. The golf committee will send a letter to the member with copies to the General Manager and Head Golf Professional restating the violation and that this notification is the member's first warning in a three step process that could result in suspension of the individual's golf privileges if corrective action is not taken.

20.1.2 Second Warning:

If no corrective action is taken by the individual and rules infractions continue, the Head Golf Professional will discuss the continued rule violations in private with the member. Documentation of the discussed violation(s) will be sent to the golf committee by the Head Golf Professional. The golf committee will send the member a warning letter documenting the rule infraction(s) and stating any future rule violations by the member shall result in the member's golf

privileges being suspended for one week. A copy of this letter will be sent to the Club Board of Directors, the General Manager and the Head Golf Professional.

20.1.3 Third and Final Warning:

If no corrective action is taken by the individual and the Head Golf Professional documents additional violation(s) by the individual, the golf committee will send a third letter to the member documenting past and recent violations and notifying the individual of the suspension of the member's golf privileges for one week. Copies of the letter will be sent to the General Manager, the Head Golf Professional and the Club Board of Directors.

20.2 Should an individual continue to violate Club golf rules after serving a one week suspension, the golf committee should recommend and the golf committee chairman should meet with the Board and receive their approval for further disciplinary action.

Article XXI: General Tennis Rules

21.1. The Rules of Tennis of the U.S.T.A. shall apply at all times, except when in conflict with the Lee County rules or with any of the rules herein.

21.2. Court reservations may be made by phoning or visiting the tennis pro shop. No standing reservations will be accepted.

21.3. All players must check in and register at the tennis shop at least 10 minutes prior to their court time or the court will be released to the first name on the waiting list. Members shall present their membership cards at registration.

21.4.. Players who fail to cancel their reservation at least one hour prior to their scheduled court time or who do not register at least 10 minutes prior to their court time may be charged a fee as determined by Club Management.

21.5. At the end of their playing period, players must promptly relinquish their court to the next players. Once a member is off the court, the member may sign up for the next available court time.

21.6. Singles and doubles may play on a court for one and a half hours, except for certain times designated by the tennis shop.

21.7. Each member may reserve two courts per day; provided, the same individual may not use both courts. Court time is desired as 1½ hours per reservation.

21.8. Proper tennis attire, as determined by Club Management, is required at all times. Colors are permitted, but undershirts, fishnet shirts, blue jeans, cut-offs, and bathing suits, will not be considered proper tennis attire and are not permitted. Regulation tennis shoes are required.

21.9. Skateboards, bicycles, roller skates, roller blades, etc., are not permitted on the tennis courts.

21.10 Proper tennis etiquette should be observed at all times. Excessive noise, racquet throwing, or profanity will not be permitted at any time. Trash and other litter must be deposited in the proper receptacles.

21.11. Use of the tennis courts shall be subject to the control of Club Management at all times. The tennis pro shop staff shall determine the suitability of the courts for play.

Courts will be closed when necessary for maintenance operations, when dictated by safety considerations, or under adverse weather conditions.

21.12 Pickleball:

- a. No more than three (3) guests per member may use the pickleball courts at any time.
- b. No guests are permitted on pickleball courts before 11:00 a.m.
- c. Unlike tennis, pickleball guests do not need to be registered in order to use the courts.

21.13. Smoking will not be permitted in any area around the tennis courts, pickleball courts, nor the bocce ball courts.

21.14. Only authorized tennis instructors shall conduct all tennis instruction.

Article XXII: General Fitness Facilities Rules

22.1.. Regular operating hours for the fitness facilities will be posted by Club Management and may be changed from time to time.

22.2. No smoking, eating, drinking (other than those provided by vending machines), including alcoholic beverages, or gum chewing is permitted at the fitness facilities.

22.3. Casual workout attire is acceptable at the fitness facilities; tee shirts, gym shorts, or warm-up pants for men; leotards, tights, tee shirts, gym shorts, or warm up pants for women. Proper footwear is required.

22.4. Prior to initial use of the fitness facilities, a member and any guests will be required to check in at the reservation desk and sign a waiver of liability agreeing to hold the Indemnified Parties harmless from any and all injuries sustained from the use of the fitness facilities. A mandatory orientation is required prior to use of the fitness facility.

22.5. Guest fees may be charged for the fitness facilities. Established Fees shall be paid at the reservation desk prior to the guest's use of the facilities.

22.6. No clothing or personal articles may be stored under benches or in the common areas.

22.7. No children under the age of 12 are permitted to use the gym. Children between the ages of 12 to 16 must be supervised by an adult when using the gym facilities.

22.8. Stereo, television, and tapes should be maintained at a moderate volume so as not to disturb others.

22.9. Club Management may impose time limits or other rules upon an individual's use of high-demand equipment and facilities during peak hours. Such rules will be posted by Club Management and may be changed from time to time.

22.10. All exercise classes will be taught by authorized instructors only. Proper fitness facility etiquette is required at all times; wipe down equipment immediately after use and replace weights after use, and insure that other patrons have completed routine before use of a weight station.

Article XXIII: Health

23.1. Members and their guests using the fitness facilities assume full risk of loss and responsibility for damage to their health.

23.4. It is the responsibility of all members and guests to consult with a physician before using any of the fitness facilities. All persons using the fitness facilities should be in good physical condition and have no physical, medical or psychological conditions, disabilities, impairments, or ailments, chronic or otherwise, which would preclude, impair, or prevent use of the fitness facilities, or participation in active or passive exercise. Any member or guest with health or physical problems should obtain his or her physician's permission before using any of the fitness facilities.

Article XXIV: Use of Equipment

24.1. It is the responsibility of all persons to obtain instruction on how to use the equipment prior to usage of such equipment, and to use the equipment only in accordance with such instructions.

24.2. All weights and other equipment must be returned to their proper places at the completion of use.

24.3. No one under 18 years of age is allowed on the treadmill, elliptical(s), or stationary bicycles unless accompanied by an authorized adult.

Article XXV: General Community Room Rules

25.1. Authorized members must reserve the community room, and check in at the reservation desk.

25.2. No smoking, eating, drinking is permitted in the community room.

PART THREE: ARC GUIDELINES & OPERATIONS

Article XXVI: ARC Application Procedures & Form(s)

26.1. All exterior changes to a residence must obtain ARC approval.

26.2. Members must use the approved ARC Application Form when requesting ARC approvals.

Article XXVII: Specific Rules & Regulations to Support/Clarify the Master Declaration of Covenants, Conditions, & Restrictions

27.1. Tree Removal

No trees shall be removed, except for diseased or dead trees and trees needing to be removed to promote the growth of other trees or for safety reasons. Hardwood tree removal requires ARC approval and must be done by a licensed and insured contractor. If tree removal is approved, upon removal, the landscaper must grind the stump and replace with mulch or sod, and remove or cap the irrigation source. Any tree removed (other than hardwood) requires ARC approval and must be replaced with an ARC approved replacement tree/planting and must be done by a licensed and insured contractor.

27.2. Lighting

Except for seasonal or other holiday decorative lights, all exterior lights except low voltage spot/accent lighting must be approved by the ARC.

27.3. Exterior Decorations and Similar Items

Exterior decorations, including without limitation, sculptures, fountains, flags

(other than a portable, removable American flag displayed in a respectful manner), and similar items must be approved by the ARC.

27.4. Fences, Landscaping or Structures

Fences are prohibited, except for an approved pool cage or fencing of air conditioning or pool equipment. Any type of bordering material such as bricks, tile, formed cement, etc., needs ARC approval. Shrubs / Plants / Flowers / Hedges / Trees / Decorative Statues may be installed in the existing planter areas around the home only. These plantings must be:

- 27.4.1. Consistent in number as that delivered by the developer at the time of closing.
- 27.4.2. The plant/tree material must be in existence elsewhere within Colonial Country Club or similar to that in existence on the premises or other Club premises.
- 27.4.3. The type of plants (although not mandatory) should be recommended by the installation Landscape Maintenance Contractor
- 27.4.4. Plantings must be installed by the Homeowner, the local Homeowner Association's or Master Association's Landscape Maintenance Contractor.
- 27.4.5. Further, all costs associated with the installation, maintenance, and/or removal if necessary shall be the responsibility of the homeowner.
- 27.4.6. It shall be the sole and unilateral right of the ARC to determine: (a) whether or not any increased landscaping maintenance costs exist, (b) the amount of those costs, and (c) to assess and cause these costs to be collected without due process or other formalities provided for herein. It is specifically noted that landscape water is strictly regulated and nothing contained in this Article shall alter that premise.

Should it be determined that any cost(s) do exist, then the Homeowner shall have the right to either pay the Homeowner Association's or Master Association's Landscape Contractor the extra cost so associated or hire his or her own Landscape Contractor to accomplish this extra work.

Any installation of these items in the grass areas is strictly prohibited except for the sewer cover area upon which a small plant or decorative item may be placed. The diameter/circumference/diagonal of this item may not exceed the size of the sewer cover housing and its height may not exceed four (4) feet. Sewer cover items must be removed and secured within the home during the period 72 hours prior to and 72 hours after a nationally recognized Hurricane or other similar storm. Sewer cover items may not be displayed when the home is not occupied for an extended period of time (determined to be more than 30 days) such as may exist for seasonal members

27.5. Window Coverings

All windows on any structure which are visible from the street or dwellings on other Units may, although are not required, to have window coverings. However, if window coverings are installed, then these coverings must have a white or off-white backing-or-blend with the exterior color of the dwelling, as determined in the sole discretion of the ARC. Reflective window coverings and exterior shutters (except hurricane/storm shutters) are prohibited.

27.6 Storm Preparation:

27.6.1 Residents should remove and properly store all lawn and plant bed pots, statuary, decorative items, such as wall sculptures or anything that could become a missile in a high wind situation.

27.6.2 Ensure construction materials stored on driveways are properly lashed down.

27.6.3 Residential trash containers stored outside must be moved into the garage or on the lanai. (Reference the Declarations of Covenants, Conditions, and Restrictions, Article XIV Section 8)

PART FOUR: DELINQUENCY COLLECTION POLICY

Article XXVIII: Delinquency Collection Policy

28.1. All Assessments (Annual, Special, Cable and Effluent Water) are due on the 15th of the month following the billing statement date (the “Due Date”). For example, assessments billed on the November Statement are due December 15th.

28.2. Monthly Member Club Statements, and any other charges billed by the MHOA are due on the 15th of the month following the billing statement date (“the Due Date”). For example, charges incurred in January are due on the 15th of February.

28.3. If payment for any type of assessment, as defined in 28.1, or club charge, as defined in 28.2, is not received by the last day of the month of the “Due Date” the following actions will be taken:

28.3.1. Interests will be charged in the amount of 18% annum, compounded monthly on the unpaid balance from the previous statement date. If the unpaid balance contains an assessment, a late fee of \$25 will also be assessed. Interest will continue until the delinquent balance is paid in full.

28.3.2. Club charging privileges will be suspended.

28.3.3. A delinquent statement will be sent to the member via chosen delivery methods (e-mail and/or United States Postal Service).

28.4. Once an account is delinquent 90 days from the “Due Date”, the following actions will be taken:

28.4.1 Use Privileges of all club amenities will be suspended at the next Regular Meeting of the Board of Directors.

28.4.2 Automatic gate entry passes (car and pedestrian) will be disabled.

28.4.3 Final demand letter will be sent via certified mail to all addresses on file indicating the suspension of their use privileges and disabling of their automatic gate entry pass access. If payment is not made within 30 days of the letter, the file will be submitted to the Club’s attorney for collection of any balance owed using all remedies available by Florida Statute. All attorney charges and fees will be the responsibility of the delinquent owner and collected along with any past due balances.

24.4.4 If a delinquent owner has transferred their membership privileges to a tenant, 28.4.1 and 28.4.2, will also apply to the transferee member.

28.4.5 A late fee not to exceed the greater of \$25 or 5% of the amount of each installment that is paid past the due date shall be assessed and must be paid along with the original statement amount. In addition, assessments and installments that are not paid when due bear interest from the due date until paid at the rate of 18% per annum.

28.5 The Association shall not levy interest, late charges, and/or any other such fees that in the aggregate exceed that amount provided for in the Florida State Statutes.

28.6 It is specifically noted that this policy applies to all delinquencies and not just delinquent assessments. This includes charges incurred under the member billing system to include but not limited to such items as not paying a cable charge, a charge for failing to comply with a restaurant cancellation policy, a disputed charge on a monthly member bill, a charge for guest utilization of the facilities, etc. Complaints, disputes and any other disagreements with any charge will be dispensed with and adjudicated in a timely manner by management but payment in full must be remitted in a timely manner by the Member and accepted by Management.

28.7 As provided by law, regardless of any restrictive endorsement on or accompanying a payment, all payments received shall be applied first to interest, then to late fees, then to costs, then to attorney fees and then to the oldest portion of the principal debt.

28.8 The General Manager of the Association is charged with the responsibility to enforce the actions of this policy.

28.9 The Board of Directors in its normal course of doing business may change this policy and distribute accordingly to the Membership. Until such permanent change is duly enacted by the sitting Board, no deviations that may be construed as arbitrary enforcement may be authorized by the Board or Management.