

# **PELICAN PRESERVE GOLF CLUB**

## **Rules and Regulations**

**Amended and Restated September 2014**

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## PELICAN PRESERVE GOLF CLUB

### RULES AND REGULATIONS

The golf, golf practice and social facilities available at Pelican Preserve Golf Club (the "Club Facilities") are owned and operated by WCI Communities, LLC, a Delaware limited liability company, hereinafter referred to as the "Club". The Club Facilities are located in the Pelican Preserve residential community (the "Community"). The Club shall designate persons who are empowered to act on behalf of the Club with respect to the operation of the Club and the enforcement of these Rules and Regulations ("Club Management"). It is the intention of the Club to impose Rules and Regulations in a manner which promotes an atmosphere of enjoyment for all members, guests, daily golfers and others permitted to use the Club Facilities by the Club. The Club may modify these Rules and Regulations, from time to time, as it deems necessary or desirable. Amendments and additions will be posted at the Club and/or mailed to the members.

#### General Club Rules

1. The Club Facilities shall be open on the days and during the hours as may be established from time to time by the Club. Areas of the Club may be closed for scheduled maintenance and repairs from time to time. The Club reserves the right to close the golf course, clubhouse and other facilities to hold promotional events.
2. Performance by entertainers will be permitted at the Club Facilities only with permission of Club Management.
3. Dining room activities for groups will be permitted only with the permission of Club Management.
4. Alcoholic beverages will not be served or sold, nor permitted to be consumed on the premises during hours prohibited by law. Alcoholic beverages will not be sold or served to any person not permitted to purchase the same under the laws of the State of Florida, or be sold for off-premise consumption.
5. All food and beverages consumed or otherwise possessed at the Club Facilities must be sold and purchased from the Club.
6. Employees of the Club are not permitted to deliver food or alcoholic beverages to locations away from the immediate area of the clubhouse, or other designated areas without the permission of the Club.
7. Except as authorized by the Club, commercial advertisements shall not be posted or circulated at the Club Facilities nor shall solicitations of any kind be made on the Club Facilities or upon the Club's stationery without the prior approval of the Club.
8. Petitions may not be originated, solicited, circulated or posted at the Club Facilities.

9. Members shall not use the roster or list of members of the Club for solicitation or commercial purposes.
10. It is contrary to the policy of the Club to have the Club Facilities used for functions or fund raising efforts for the benefit of a political cause, except as specifically permitted by the Club.
11. Pets or other animals (except Service dogs or dogs used for handicap assistance) are not permitted on Club Facilities. Dogs are not permitted to be walked on the golf course.
12. Members must not request special personal services from the employees of the Club who are on duty or the personal use of the Club's furnishings or equipment which are not ordinarily available for use by members.
13. All complaints, criticisms or suggestions of any kind relating to any of the operations of the Club Facilities must be in writing, signed and addressed to the General Manager.
14. It is unbecoming for any member or guest to abuse any of the Club's employees, verbally or otherwise. All service employees of the Club are under the ultimate supervision of Club Management and no person using the Club Facilities shall reprimand or discipline any employee or send any employee off the Club Facilities for any reason. Any employee not rendering courteous and prompt service should be reported to the Club Management immediately.
15. The Club reserves the right to amend or modify these rules when necessary and will notify the membership or post any change.
16. 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 these Rules and Regulations. Club Management has full authority to enforce these Rules and Regulations and any infractions will be reported to the Club.
17. Smoking is not permitted within any enclosed, air-conditioned portion of the Club Facilities.
18. Instruction by unauthorized professionals at the Club Facilities is prohibited.

### **Membership Cards**

1. A membership card indicating a club account number and the type of membership will be issued to the member and eligible immediate family members, if the membership is a family membership, upon payment of the initiation fee and dues by the member. Membership cards must be presented upon request. Membership cards are not transferable.
2. A membership card may not be used by any person other than the person to whom it is issued. Failure to comply with this rule may result in suspension or termination of membership privileges.
3. All food, beverage, merchandise and services of the Club charged to the member's Club account shall be billed monthly and each member's Club account shall be due and

payable within ten days of the date of the monthly statement. Members' Club accounts shall be considered delinquent if not paid within 30 days after the date of the monthly statement. For all delinquent accounts, the Club may suspend membership or charge privileges. The Club may for any or no reason require any or all members to post a security deposit, in the amount determined by the Club, to cover Club charges. The requirement to post a security deposit may be imposed based on a member's prior delinquency, resignation or volume of prior account charges. Past due bills will be subject to a one time late charge and shall also accrue interest per month at the lesser of eighteen percent (18%) per year or the maximum rate permitted by applicable usury law, from the date of the statement until paid in full as determined by the Club. In the event a member's account remains unpaid for a period of 30 days after the date of the monthly statement or the member is repeatedly delinquent in payment, membership privileges may be suspended or involuntarily terminated. During the time a member is suspended dues shall continue to be paid. The Club may limit the charge privileges on any Club member account.

4. In order to protect members from improper charges, the Club may require the presentation of membership cards at the point of sale for all transactions. Receipts will be available at point of sale, but copies thereof will not be included in the monthly statement.
5. If the Club account of any member is delinquent, the Club may, at its option, take whatever action it deems necessary to effect collection. If the Club commences any 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).
6. The Club must be notified in writing immediately of a lost or stolen membership card, in which case the member's account shall be suspended. The member shall be responsible for all charges placed on the account until written notification of card loss has been received by the Club.
7. A card replacement fee may be charged for lost or stolen membership cards or in any situation where the Club account number is changed.

### **Resignation, Suspension and Involuntary Resignation of Membership**

1. A member may resign membership by delivering to the Membership Director written notice of resignation. Notwithstanding any resignation, involuntary resignation, termination or suspension of a membership, the member shall remain liable for any amounts unpaid on the member's club account. In addition, the member shall be required to continue paying annual dues with respect to the membership for the time period provided in the Membership Plan. The amount of annual dues and other fees for which the resigned member is liable will not exceed the amount which the member would be required to be paid upon resignation of the membership.
2. A member may be involuntarily resigned or suspended by the Club if, in the sole judgment of the Club, the member or any family member or guest of the member exhibit conduct deemed by the Club to be contrary to the welfare, safety, harmony or reputation

of the Club or its members. Examples of such conduct include, but shall not be limited to:

- a. failing to meet eligibility for membership;
  - b. submitting false information on the Membership Application or any application for guest privileges;
  - c. permitting his or her membership card or club account to be used by anyone other than the designated holder;
  - d. exhibiting behavior, language or appearance which Club Management determines is detrimental to the reputation of the Club or harmony among members;
  - e. failing to pay any amount owed to the Club in a proper and timely manner;
  - f. failing to abide by the Membership Plan or Rules and Regulations as set forth for the use of Club Facilities;
  - g. treating the personnel or employees of the Club in an unacceptable manner; or
  - h. participating in any kind of illegal activity.
3. The Club may, at any time, and from time to time, restrict or suspend, for cause or causes described in the proceeding paragraph, any member's rights to use any or all of the Club Facilities. No such member shall on account of any such restriction or suspension be entitled to any refund of membership fee, membership dues or any other fee. 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.
  4. Notwithstanding involuntary resignation, restriction or suspension of membership, the member shall remain liable for any and all amounts owed to the Club. The member will not be entitled to a refund of the membership fee or fees previously paid to the Club and will not be relieved of any obligations to the Club, including without limitation, payment of dues.
  5. Members are responsible for their conduct and for the conduct of their family members and guests. Club Management may restrict or suspend some or all of a family member's and/or a guest's Club privileges. If Club Management determines that the conduct of a family member or guest of a member is improper, Club Management may involuntarily resign the member's membership, suspend or restrict the member's membership privileges or restrict the use privileges of the family member or guest whose conduct was improper. Any family member or guest whose privileges have been restricted shall not be entitled to use the Club Facilities under any circumstances.
  6. Any member of the Club who has had his or her membership involuntarily resigned 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 under any circumstances in the future.

7. If a member is three or more months in arrears in the payment of amounts owed to the Club, the delinquent member may have his or her membership involuntarily resigned by the Club. Such member shall forfeit his or her membership in the Club and shall not be entitled to a return of any membership fee or other dues and fees previously paid to the Club, it being difficult to ascertain with certainty the Club's actual damages. Such terminated member shall be notified by registered mail and shall forfeit all rights and privileges of membership, including, but not limited to, (a) the right of the buyer of such member's home or homesite to acquire the membership in the Club as provided in the Membership Plan, and (b) the right to have such member's membership repurchased by the Club. The terminated membership shall be added to the Club's reserved memberships and will be treated as a previously unissued membership.
8. Prior to the effective date of involuntary resignation of membership, restriction or suspension of membership for a period in excess of 30 days for a reason other than failure to pay any amounts owed to the Club, a member may be provided an opportunity for an informal hearing before representatives of the Club.
9. In the event of any litigation between the Club and a member, the prevailing party shall be entitled to receive an award for reasonable attorney's fees and costs incurred.

### **Mailing Address**

Each member shall be responsible for providing the Club with the member's mailing address and e-mail address, and any changes thereto, to which the member wishes all notices and invoices sent. A member shall be deemed to have received mailing from the Club ten days after they have been mailed to the address on file with the Club.

### **Services and Activities**

1. The Club provides a variety of social, cultural and recreational events at the Club Facilities. Activities will be publicized by the Club from time to time.
2. Reservations are required for most activities and are taken on a first-come, first served basis by pre-registering with the appropriate Club Management personnel.
3. Cancellation of reservations after any published deadline for cancellation or failure to cancel a reservation may result in the member being charged a cancellation fee, as determined by the Club from time to time.
4. The Club wishes to encourage the use of the Club Facilities for private parties and functions, on any day or evening, provided such use does not interfere with the normal operation of the Club Facilities or with the services regularly available. Persons are requested to make reservations with the Club Management for available dates and arrangements.
5. Private parties and functions are not permitted on the Club Facilities unless prior approval is obtained from Club Management. A security deposit may be required for any party or function. The individual sponsoring the private party shall be responsible for any damage caused by the installation or removal of décor or any other items specifically part of the party or function and the individual or sponsoring individual or organization shall be responsible for the removal for all such décor or item. Any other damages

caused by the guests of the party or function will be the responsibility of the sponsoring individual or organization.

### **Loss or Destruction of Property or Instances of Personal Injury**

1. Each member, as a condition of use of the Club Facilities and each guest as a condition of invitation to the Club, assumes sole responsibility for his person and property and that of the member's guests and family members. The Club shall not be responsible for any loss or damage to any private property used or stored on the Club Facilities, whether in lockers or elsewhere. All personal property left without payment of any storage fees thereon, in or on the Club Facilities for six months or more shall be deemed abandoned and may be sold by the Club, with or without notice, at a public or private sale, or may be otherwise disposed of, and the proceeds, if any, shall be long to the Club.
2. Property or furniture belonging to the Club shall not be removed from the room in which it is placed or from the Club Facilities, without proper authorization. Every member shall be liable for any property damage and/or personal injury at the Club facilities, or at any activity or function operated, organized, arranged or sponsored by the Club, caused by the member, any guest or any family member. The cost of any damage shall be charged to the member's club account.
3. Any member, guest or other person 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, 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 hold the Club and its partners, directors, governors, officers, employees, representatives and agents harmless from any and all loss, cost, claim, injury, damage or liability sustained or incurred by him or her, resulting therefrom and/or from any act or omission of any partner, director, governor, officer, employee, representative or agent of the Club. Any member shall have, owe and perform the same obligation to the Club and its partners, directors, governors, officers, employees, representatives and agents thereunder in respect to any such loss, cost, claim, injury, damage or liability sustained or incurred by any guest of the member.
4. Should any party bound by these Rules and Regulations bring suit against the Club, its directors, officers, employees, representatives or agents in connection with any event operated, organized, arranged or sponsored by the Club or arising out from membership in the Club and fail to obtain judgment thereof, the member shall reimburse the Club, its directors, officers, employees, representatives and agents for all costs and expenses incurred by them in the defense of the suit (including court costs and attorneys' fees incident to appeals).

### **Gratuities and Holiday Fund**

1. A gratuity, as determined from time to time by the Club will be added to all food and beverage sales which will be distributed to the service personnel.
2. Each year, the Club will establish a Holiday Fund for employees and will solicit voluntary contributions. There are many people employed by the Club, ranging from those in the office administration to those in Club maintenance and services and the Holiday Fund



provides an opportunity to show appreciation for the employees' efforts. The Club will be responsible for the equitable distribution of the Holiday Fund.

### **Children**

1. Children under 16 years of age are permitted on the Club Facilities only if accompanied and/or supervised by an adult, unless participating in organized activities sponsored by or with the permission of Club Management.
2. Children under the legal drinking age are not allowed in any bar or lounge areas, unless accompanied by an adult.

### **Golf Club Attire**

#### **Entire Club Property**

It is expected that Members will dress in a fashion befitting the surroundings and atmosphere provided in the setting of our Club. **Members are responsible for ensuring their guests are in compliance with the dress code.**

Approved attire may be purchased in the Golf Shop.

#### **Golf Club Dining Facilities**

Casual golf attire is allowed in Spoonbills, Loons Bar and Member's Dining. No bathing suits or cutoffs may be worn in the dining areas. Denim or collarless shirts are not permitted in Loon's Bar or Member's Dining. Reflecting a more relaxed atmosphere of Spoonbills, denim and collarless shirts, although discouraged, are permitted.

For evening dining in Loon's Bar and the Member's Dining Room, slacks or dress shorts along with collared shirts are preferred for the gentlemen. Gentlemen's shirts must be tucked into slacks or shorts, unless approved by Club Management as acceptable fashion. Ladies are expected to dress in a fashion compatible with the dress required of gentlemen. Hats are not permitted to be worn unless part of formal evening attire.

#### **Golf Course & Practice Facilities**

Gentlemen must wear shirts, tucked in, with collars and sleeves, unless approved by Club Management as acceptable fashion. Slacks or golf / Bermuda length shorts must be worn. No tank tops, tee shirts, cutoffs, cargo shorts with excessive, baggy or exterior pockets, sweat pants, bathing suits, athletic shorts, gym apparel, or tennis shorts are permitted. Appropriate mock turtleneck shirt collars are permitted. Golf hats and visors must be worn with the bill facing forwards, not backwards.

Ladies must wear proper golf attire which includes dresses, shirts, golf slacks, skorts or Bermuda length shorts and blouses. No halter tops, tee shirts, bathing suits, sweat pants, athletic shorts, gym apparel, cargo shorts with excessive, baggy or exterior pockets tennis shorts or short shorts are permitted. Ladies may wear sleeveless tops with a collar. If the top has no collar it must have sleeves.

Pelican Preserve Golf Club is a spikeless facility. Metal and ceramic spikes are prohibited on the practice areas and golf course. When in doubt of whether attire

conforms to the Club's dress code policy, please seek the advice of the Professional Golf Staff.

**All final dress code decisions are at the discretion of Club Management. Exceptions to the dress code may occur with Member golf events, for which the dress code will be specified.**

### **Guests**

Members are permitted to bring the same guest up to 6 times from October 1 through April 30 at the applicable member-guest rate. Guests must be accompanied by the sponsoring member to receive the applicable member-guest rate. If the same guest plays more than 6 times during the specified time period, regardless of which member is accompanying, the rate will be at the applicable non-member rate. All guests must check into the Golf Shop prior to teeing off. Club or Association sponsored guest events will not be counted towards the seasonal guest limit. The guest policy may be modified from time to time at the discretion of Club Management. (Visiting guests may be permitted to play at the member guest rate more than 6 times upon approval from Club Management. The Golf Shop Staff must be notified prior to the visiting guests arrival date).

1. Certain areas of the club are deemed Members only areas. Guests must be accompanied by members at all times in these areas (such as the Fitness Center, Loons and Members' Dining). The only form of payment that will be accepted in these areas will be member charge unless otherwise noted.
2. The club may limit or restrict guest attendance at certain food and beverage, golf and/or social events members only.

### **Lessee Privileges**

1. Members may designate the lessees of the homes located in the Community who have a lease term for a minimum of three months, as the beneficial users of the member's membership upon applicable approval by the Club and payment of all required administrative fees as established by the Club from time to time. The Club may require lessees to furnish a valid credit card to the Club and agree that the Club is authorized to automatically charge their credit card for unpaid Club charges. In addition, the member remains responsible for the payment of annual dues. Subject to additional limitations in the applicable property owner's association documents, homeowners may designate no more than two lessees as beneficial users of the membership during any calendar year.
2. Charge privileges for the use of the Club Facilities may be available to a lessee. In addition to the member, the lessee is responsible for payment of all charges incurred at the Club. The member shall be fully responsible for payment of all charges incurred by a lessee that are not paid within the customary billing and collection procedure of the Club and for the department of the lessee.
3. Members are required to provide the Club with a copy of the lease with the designated lessee and to surrender their membership prior to the issuance of membership use

privileges at the Club to the lessee. Should any changes be made to a lease agreement, the Club must be notified immediately.

4. Members must complete a lessee designation form and provide lessee with a copy of the Rules and Regulations.
5. Membership use privileges of a lessee will terminate upon the earlier of the expiration of the lease term or the membership use privileges.
6. During the period a member has designated a lessee of his or her residence in the Community as the beneficial user of the membership, the member shall not be entitled to use the Club Facilities with respect to the designated membership except as a guest of another member and must pay applicable guest fees.
7. A lessee shall be entitled to the same rights to use the Club Facilities as the lessor member was entitled upon payment of the appropriate fees and charges as may be established from time to time, provided, however, lessees of members may have their sign-up privilege to reserve a golf starting time limited by the Club and will be charged a use fee for use of the Club Facilities.

### **Club Golf Rules**

1. All members and guests must register at the golf shop before beginning play. Repeated failure to register with the golf shop may result in restriction, suspension or involuntary registration of membership privileges.
2. The golf course is for golf play only. Jogging, walking or any activity other than golf is not permitted on the golf course at any time.
3. Children under the age of 16 are permitted on the golf course only if accompanied by an adult.
4. United States Golf Association rules shall govern all golf play, except when modified by local rules.
5. "Cutting-in" is not permitted at any time. Play must only be commenced at the first hole unless otherwise permitted by the Golf Professional Staff.
6. Practice is not allowed on the golf course. The practice range, if available, and the practice putting greens should be used for all practice.
7. If a group fails to keep its place on the course and loses more than one clear hole on the players ahead, it must allow the following group to play through.
8. 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.
9. All tournament play must be approved in advance by the Club.

10. The Head Golf Professional and his designees have full authority on the golf course to enforce all rules and speed of play.
11. Each player must have his or her own set of clubs.
12. The Golf Professional Staff may close the golf course to play whenever the grounds could be damaged by play. "Course Closed" and "Hole Closed" signs are to be adhered to without exception.
13. During periods of inclement weather, all players shall immediately seek shelter or return to the golf shop. Continuing play during inclement weather is prohibited and the Club assumes no responsibility for resulting injury or death.

### **Golf Tee Times**

1. All players must have a tee time. Golf tee times may be obtained by contacting the golf shop or online at [www.pelicanpreservelifestyles.com](http://www.pelicanpreservelifestyles.com). Members must present their membership cards when registering for a tee time. Members reserving a tee time must provide the names of all players in their group. Members who reserve a tee time and fail to cancel a minimum of 24 hours in advance will be charged a cancellation fee as determined by the Club from time to time. Repeated failure to cancel reserved tee times will result in disciplinary action.
2. Each membership may reserve a maximum of one tee time per day.
3. Twosomes may play at the discretion of the Golf Professional Staff. Fivesomes are not allowed, unless express permission is granted by the Golf Professional Staff or designated Club Management. 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.
4. Twosomes and singles will be grouped with other players, if available and, if necessary, at tee times determined by the Golf Professional Staff. Singles may not reserve tee times.
5. The reservation policy for tee times is as follows:

<u>Category</u>	<u>Sign-up</u>
PP Resident Golf Members	Ten days in advance
Non-Resident Golf Members	Ten days in advance
Non-Resident Annual Golf Members	Nine days in advance
Transferred Memberships (Renters)	Nine days in advance
Social Members	Eight days in advance
PP Resident Non-Members and General Public	Seven days in advance

6. Tee time changes must be approved by the Golf Staff.

7. Failure to check in and register at least ten minutes prior to your tee time will cause cancellation.
8. Please notify the Golf Staff of any cancellation as soon as possible.
9. Players who do not notify the Golf Staff of any cancellation will be charged a “no-show” fee as determined by the Club from time to time.

### **Cancellation / No-show Policy**

All players must have a tee time. Golf tee times may be obtained by contacting the golf shop or online. Members must present their membership cards when checking in for a tee time with the Golf Staff. Members reserving a tee time are recommended to provide the names of all players in their group. Members who reserve a tee time and fail to cancel a minimum of 24 hours in advance will be charged a cancellation fee as determined by the Club from time to time. Repeated failure to cancel reserved tee times will result in disciplinary action. The cancellation fee for tee times cancelled less than 24 hours in advance will be \$5 for each player cancelled.

Players who do not notify the Golf Staff of any cancellation will be charged a “no-show” fee as determined by the Club from time to time. A “no-show” is defined as any unused scheduled tee time not cancelled with the Golf Shop or canceled less than 2 hours prior to the scheduled tee time. The “no-show” fee will be \$25 per player.

If only one name is provided for a booked tee time, that person will be charged any applicable cancellation fees or no-show fees.

Unaccompanied non-members will be charged a \$25 per player cancellation fee and a no-show fee equal to the full applicable golf rate.

### **Rain Check Policy**

When rains prevail and cause termination of play, a player will be entitled to a rain-check or a partial credit for that day's greens fees and golf cart fees only to the extent provided by the Club's rain-check policy in effect from time to time.

### **Blue Flag Policy**

**Pelican Preserve Golf Club respects the needs of members with disabilities (both temporary and permanent). In an effort to maintain the best playing conditions for all members and to accommodate disabled golfers, the club is requesting full cooperation with the rules and regulations provided below.**

**Members requesting a Blue Flag must provide a letter from their doctor which states the following:**

- A brief description of the medical condition
- If the condition is temporary or permanent
- If temporary; valid from: Start date \_\_\_\_\_ End Date \_\_\_\_\_

Note: Pelican Preserve Golf Club reserves the right to review each blue flag case and may request further medical documentation.

The Head Golf Professional reserves the right to provide a “blue flag for the day” with short-term notice. Players in this case are subject to the same rules and regulations as the long-term blue flag users.

### **Blue Flag Rules and Regulations**

- The Golf Staff reserves the right to revoke the use of a blue flag if the golfer is abusing the privilege.
- Members must provide proof by way of a Doctor’s note speaking specifically to the members need for a blue flag. Disabled Blue Tags from the Department of Motor Vehicle are acceptable for permanent disabilities in lieu of a Doctor’s statement.
- A non-disabled member is not entitled to the blue flag privileges without the disabled golfer present in the cart. Use by a non-disabled golfer could result in loss of privileges.
- Golf carts are not allowed between bunkers and greens at any time.
- Golf carts with blue flags may be parked in close vicinity of the putting greens. When traveling towards the green, carts must exit the fairway to the cart path. Once near the green, carts may leave the path and park in a safe level area next to the putting green (between the green and the cart path).
- On “Cart Path Only” days, the golf cart must stay on the cart path at all times.
- Golf Carts must stay on the cart path during certain fertilizer and /or chemical applications. Pelican Preserve Golf Club will endeavor to notify members of these applications with advanced notice.
- The club will provide the blue flags for the carts at a cost \$48 plus tax the member and shall be the sole source for such flags. No other flags will be accepted.

### **Golf Practice Areas**

1. Practice balls are for use at golf practice areas only. Practice balls are not permitted to be used on the golf course.
2. At times to be posted in the golf shop, the practice areas will be closed for maintenance.
3. Practice balls are available at the golf shop and/or other areas designated by the Club.
4. Balls must be hit from designated areas only.
5. Proper golf attire is required at all times at the golf practice areas.

## Private Golf Cart Rules

1. The privilege to use and operate a privately owned golf cart at the Club may be granted to a Golf Member who owns a home in the Community ("Resident Golf Member") and owns a Club approved golf cart. The privilege is a nontransferable and non-assignable personal right accessible to residents who occupy homes which have a garage or other shelter for the storage of a golf cart.
2. Privately owned golf carts must be annually approved by the Club as complying with the color, appearance and other standards set from time to time. No customized golf carts are permitted. Carts may be ordered from the manufacturer through the Club. All private golf cart owners shall be required to sign a Trail Fee Agreement and release of liability agreeing to hold the Club harmless as a result of any loss or damage relating to the operation of the golf cart by the owner, his or her family or Guests. The Trail Fees shall not be pro-rated, except for the first year Resident Golf Member applies for private cart privileges. The private golf cart annual trail fee must be paid in advance and is non-refundable.
3. The annual Trail Fee includes only the Resident Golf Member and spouse or companion member (as described in the Membership Plan). All persons operating a private golf cart must have a valid driver's license. Other family members, guests, and lessees (or Resident Golf Members without trail privileges) must pay appropriate golf cart fees to the Club when using or riding with a Resident Golf Member who has trail privileges.
4. Each year a Resident Golf Member owning a private 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 Resident Golf Member with the policy limits in the amounts as determined from time to time by the Club, shall name the Club an additional insured on such policy those parties requested by the Club from time to time and shall require that the policy provide that it can only be canceled upon 30 days prior written notice to the Club.
5. Resident Golf Members using a private golf cart will be held fully responsible for any and all damages caused by the misuse of the golf cart by the member, his or her family or guest, and the member shall reimburse the Club for any and all damages the Club may sustain by reason of misuse, including without limitation, damage to other golf carts and any property of the Club.
6. An identification number and decal, if provided, may be issued for the cart when the Trail Fee Agreement, proof of liability insurance and payment are received. The identification number and yearly decal should be placed on the front of the golf cart in clear view. When a Resident Golf Member golf cart is no longer used in the private golf cart trail program, all stickers and decals must be removed.
7. Privately owned golf carts must be electrically operated, equipped with a sand rake and sand bucket/bottle.
8. No privately owned golf carts will be stored, charged or maintained by the Club at any time.

9. Resident Golf Members with private golf carts are required to ensure that their private golf carts are restricted to licensed drivers who will operate the golf cart in a safe, prudent manner and in accordance with all governmental, Community and Club regulations.
10. All private golf carts will be required to park in the Club areas designated for private cart parking only. Private carts parked in any other areas will be subject to fines or disciplinary action as determined by the Club.
11. No more than two private golf carts are permitted per foursome.
12. Resident Golf Members with private golf carts may ride with each other, but may not loan their carts to other members or guests.
13. Resident Golf Members with private golf carts may be required to share their golf cart with a daily fee golfer designated by the Club. The daily fee golfer will be required to pay the Club the golf cart fee. The Resident Golf Member will not be entitled to any compensation from the Club or the daily fee golfer.
14. Resident Golf Members with a private golf cart must check in at the golf shop prior to the beginning of play. Cart traffic on the golf course is restricted to nine and eighteen hole rounds of play. Starting times must be scheduled through the golf shop.
15. Privately owned golf carts without a Trail Fee decal and Trail Fee ticket will not be allowed access to the golf course. The Club does not allow a Resident Golf Member to pay and use a private golf cart on a per round basis.
16. Violations of these rules and regulations may result in the revocation of private cart privileges and/or suspension of Resident Golf Member privileges without refund of any trail fees, dues and/or initiation fees paid in advance.

### **Club Golf Cart Rules**

1. Operation of a golf cart is at the risk of the operator. Any and all costs of repair, to a golf cart and/or including property damage and personal injury by any user must be paid by the user. If a member or, in the case of damage by a guest, damages will be charged to the sponsoring member. Members using a golf cart will be held fully responsible for any and all damages, including property damage and personal injury that are caused by the misuse of the golf cart by any member or his guests, and the member shall reimburse the Club for any and all damages the Club may sustain by reason of misuse.
2. Golf carts shall not be used by a member or guest without proper assignment and registration in the golf shop
3. Each operator of a golf cart must be at least 16 years of age and have a valid automobile driver's license. No more than two people and no more than two sets of clubs per golf cart are permitted.
4. Golf carts are not to be driven off the golf course during a round.
5. Obey all traffic signs.



6. Always use golf cart paths provided, especially near tees and greens, unless otherwise notified by the Club. Players are required to remain on golf cart paths, without exception, on Par 3 holes.
7. Except on a path, do not drive a golf cart within 50 feet of a green or a tee or marked areas on the golf course.
8. Never drive a golf cart through a hazard.
9. Parking of golf carts is allowed in designated areas only.
10. Be careful to avoid soft areas on fairways, especially after rains. Use the roughs wherever possible.
11. When a "carts in rough only" (without a "no crossover" restriction) sign is posted, crossover may be made once on any one hole at a 90° angle.
12. When "Carts On Path Only", "Course Closed" or "hole closed" sign or any instructional signs are posted, they must be strictly followed.
13. Golf carts shall be driven on the golf course only when the course is open for play.
14. Walking play of the golf course is permitted only with approval of the Head Golf Professional or designated Club Management.
15. Violations of the golf cart rules may result in loss of golf cart privileges and/or playing privileges.
16. Notwithstanding the foregoing rules regarding the operation of golf carts, the Club shall make exceptions to the foregoing rules for players with disabilities. Players with disabilities should discuss such exceptions with the Golf Staff.

### **Handicaps**

1. Handicaps are computed under the supervision of the Head Golf Professional in accordance with current USGA recommendations.
2. Accurate records are to be kept of scores turned in and recorded for all full rounds played. The Head Golf Professional will determine if there are violations by member in turning in their scores.

### **Golf Course Etiquette**

Each person using the golf course should do his part to make a round of golf at the Club Facilities a pleasant experience for everyone. Here are some suggestions:

1. Do not waste time. Be ready to make your shot when it is your turn to play and don't be afraid to shoot out of turn if doing so will contribute significantly to the progress of your group.

2. 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.
3. 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.
4. If you are not holding your place on the course, allow the players behind to play through. Do the same if you stop to search for a lost ball.
5. Repair your ball marks on the greens.
6. Any divots made in the fairways should be filled with sand contained in the sand buckets located on the golf carts or other designated areas.
7. Carefully rake sand bunkers after use.

### **Spa and Fitness Rules**

1. Operating hours for the spa and fitness facilities shall be determined by the Club from time to time.
2. Members and guests must check in at the reception desk before using the facilities.
3. Everyone using the spa and fitness facility must sign a health history questionnaire and liability waiver. You should consult your physician before starting any exercise program or using any exercise facilities. The Club may require a doctor's clearance before allowing use of the facilities.
4. Proper workout attire, including shirts and shoes, must be worn at all times.
5. You must be at least 18 years of age to use the fitness facility and/or participate in aerobics classes. Children ages 14 - 17 may not use the fitness facility unless properly trained, and must be supervised by a parent or a trainer at all times. The parent or trainer must be in the fitness facility and working with the child in order to allow use. Children ages 13 and under are not permitted in the fitness facility.
6. As a courtesy to fellow members, please use towels to wipe down the fitness equipment after use.
7. Please limit your time to 30 minutes on any piece of equipment if others are waiting.
8. Lockers are provided for daily use. Please pick up a key from the reception desk and return key as you leave the Club. Members may be charged for non-returned locker keys.
9. Guests will be permitted on a limited basis. Guests will be charged a fee for use of the facilities as determined by the Club. The guest must register with the reception desk prior to using the fitness club or pool facilities.
10. Horseplay, profanity, disruptive conduct, smoking and eating are strictly prohibited.

11. No outside food or beverages are permitted in the fitness facility.
12. All jewelry and watches must be removed prior to exercising.
13. These spa and fitness rules and regulations are subject to change from time to time at the discretion of the Club.