



# *Windstar* *On Naples Bay*

## Club Rules, Customs & Traditions

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## PREAMBLE

Windstar Club, Incorporated, familiarly known as Windstar on Naples Bay, (the "Club") is a Member-owned, Board of Director-governed, and professionally managed club located in Naples, Florida. Member rights are specified in the Club's Bylaws. Those Bylaws cannot be changed without approval by the Membership. Under the Bylaws, the Board of Directors is responsible for adopting, amending, and repealing rules governing use of the Club and its facilities by Members, their families, and their guests. The Board employs a General Manager who reports to the Board and is responsible for the day-to-day operation and management of the Club.

The Board of Directors has adopted these rules, customs, and traditions. They relate generally to proper conduct, decorum, and attire when on or around the Club's facilities. They have been adopted to help ensure that Members, their families, and their guests can fully enjoy the Club, in a manner befitting a distinguished private Club. Adherence to and support of these rules, customs and traditions is confirmation of your pride in the Club you have chosen to join.

The Board of Directors will review rule violations and interpret and enforce these rules in the manner and to the extent it deems appropriate, consistent with the requirements of the Bylaws. The Board of Directors has given the Club's General Manager the discretion to temporarily modify or suspend a rule on a special occasion or under unusual circumstances.

## CONDUCT AND DECORUM

1. Each Member is responsible for his or her conduct, as well as the conduct of his or her Guests.
2. Respectful, dignified, good conduct and decorum shall be always observed in and around the Club's facilities. The General Manager or his or her delegate may ask a Member or Guest who is conducting himself or herself in an unbecoming or inappropriate manner to leave the Club premises. Any such incident shall be reported to the Board, which shall take such action as it feels is appropriate.
3. Members and their Guests shall not directly reprimand (a) another Member or his or her Guests or (b) a Club employee. Rules violations or concerns are to be reported to the General Manager or one of his or her senior managers.
4. Members and their Guests shall not treat Club personnel in an inappropriate, disrespectful, or abusive manner. They will refrain from discussing confidential matters or personnel issues with employees.
5. Members and their Guests shall not exchange communications (either verbally, through emails or letters or by means of social media postings) of a negative or false nature about or relating to the Club.
6. Members should maintain a positive environment and culture throughout the Club that is reflective of personal integrity, honesty, goodwill, sportsmanship, and respect. Actions that intentionally create unnecessary strife and divisiveness will not be tolerated.

7. Members recognize Windstar on Naples Bay as a friendly Club and, therefore, refrain at all times from loud boisterous behavior, using obscenities, fostering rumors and gossip.
8. Members are an ambassador of Windstar on Naples Bay when out in the community, at other clubs and within our Club.
9. Members' conduct will enhance the brand, character, integrity, goodwill, property and Membership standards of Windstar on Naples Bay and staff. They will show respect and dignity to fellow Members, guests, and staff.
10. Members, immediate family of Members and guests have no authority to instruct staff in job performance and duties. The General Manager and his/her department heads are responsible for instructing the staff in the performance of their duties, and appropriate action is to report staff deficiencies to Club management.
11. Members should report real or perceived safety hazards, emergencies, and damage to staff and/or Club General Manager.
12. The Membership, through the Board of Governors and committees, may make suggestions and/or give input to the General Manager regarding the operation of the Club.

## DRESS CODE

The Windstar on Naples Bay Dress Code Policy intends to provide an environment where members and their guests can experience the atmosphere and services of the Club free of distractions and promote appearances consistent with the vision of the Club community. Members are required to willingly observe the dress code and are responsible for the attire of all guests. Management has been authorized by the Windstar Board of Directors to enforce the dress code and may refuse service to anyone not in compliance. A Member, or the guests of a Member, that continues not to comply with the dress code policy, may have the matter brought to the attention of the Board of Directors for consideration and possible action in accordance with the Club bylaws.

### WINDSTAR ON NAPLES BAY DRESS CODE BY LOCATION

	1700 GRILLE	SUNSET LOUNGE & VERANDA	MAIN DINING ROOM
<b>Permitted Attire</b>	<u>Casual Attire</u> <ul style="list-style-type: none"> <li>Quality golf, tennis, &amp; athletic wear</li> <li>Dress denim</li> <li>Beachwear with non-see-through cover-up</li> <li>Ladies' hats</li> </ul>	<u>Country Club Attire</u> <i>Women</i> <ul style="list-style-type: none"> <li>Appropriate length slacks, capris, skirts, shorts &amp; dresses</li> <li>Dress denim</li> <li>Ladies' hats</li> </ul> <i>Men</i> <ul style="list-style-type: none"> <li>Slacks, shorts, collared shirts</li> <li>Dress denim</li> </ul> <i>*Evening Dining requires dress shorts/slacks and collared shirts for Men*</i>	<u>Country Club Attire</u> <i>Women</i> <ul style="list-style-type: none"> <li>Appropriate length slacks, capris, skirts, shorts &amp; dresses</li> <li>Dress denim</li> <li>Ladies' hats</li> </ul> <i>Men</i> <ul style="list-style-type: none"> <li>Slacks, shorts, collared shirts</li> <li>Dress denim</li> </ul> <i>*Evening Dining requires dress shorts/slacks and collared shirts for Men*</i> <u>Wine Room</u> <ul style="list-style-type: none"> <li>Host's Selection</li> </ul>
<b>Not Permitted Attire</b>	<ul style="list-style-type: none"> <li>Ripped/distressed clothing</li> <li>Clothing with graphic designs or slogans</li> <li>Bare feet</li> </ul> <i>Men</i> <ul style="list-style-type: none"> <li>Hats</li> <li>Cargo shorts/pants</li> </ul> <i>Women</i> <ul style="list-style-type: none"> <li>Bare Midriffs</li> </ul>	<ul style="list-style-type: none"> <li>Ripped/distressed clothing</li> <li>Clothing with graphic designs or slogans</li> <li>Bare feet</li> <li>Swimwear</li> <li>Workout apparel</li> </ul> <i>Men</i> <ul style="list-style-type: none"> <li>Flip flops</li> <li>Hats</li> <li>Shirts without a collar</li> <li>Cargo shorts/pants</li> </ul> <i>Women</i> <ul style="list-style-type: none"> <li>Bare Midriffs</li> </ul>	<ul style="list-style-type: none"> <li>Ripped/distressed clothing</li> <li>Clothing with graphic designs or slogans</li> <li>Bare feet</li> <li>Swimwear</li> <li>Workout apparel</li> </ul> <i>Men</i> <ul style="list-style-type: none"> <li>Flip flops</li> <li>Hats</li> <li>Shirts without a collar</li> <li>Cargo shorts/pants</li> </ul> <i>Women</i> <ul style="list-style-type: none"> <li>Bare Midriffs</li> </ul>

	<b>GOLF COURSE AND PRACTICE FACILITY</b>	<b>TENNIS COURTS</b>	<b>WELLNESS CENTER</b>
<b>PERMITTED ATTIRE</b>	<ul style="list-style-type: none"> <li>• Clothing designed to be worn for golf</li> <li>• Appropriate attire lengths as offered in Pro Shop</li> <li>• Spikeless Footwear</li> </ul> <p><i>Women</i></p> <ul style="list-style-type: none"> <li>• Appropriate length golf dresses, skirts, pants, capris, shorts, golf shirts</li> <li>• Collarless shirts/dresses with sleeves</li> <li>• Sleeveless with collars</li> <li>• Only leggings under skirts</li> </ul> <p><i>Men</i></p> <ul style="list-style-type: none"> <li>• Golf shirts with collars</li> <li>• Mock collar golf shirts</li> <li>• Golf pants/shorts</li> </ul> <p><u>Men/Women</u></p> <ul style="list-style-type: none"> <li>• Spikeless Footwear</li> <li>• Golf Attire lengths as offered in Pro Shop</li> </ul>	<ul style="list-style-type: none"> <li>• Clothing designed to be worn for tennis</li> <li>• Appropriate attire lengths as offered in Pro Shop</li> </ul> <p><i>Women</i></p> <ul style="list-style-type: none"> <li>• Tennis shorts, skirts &amp; dresses</li> <li>• Tennis shirts</li> <li>• Tennis shoes</li> </ul> <p><i>Men</i></p> <ul style="list-style-type: none"> <li>• Tennis shorts</li> <li>• Tennis shirts</li> <li>• Tennis shoes</li> </ul>	<ul style="list-style-type: none"> <li>• Clothing designed to be worn for fitness</li> <li>• Athletic sportswear</li> <li>• Athletic footwear</li> </ul>
<b>NOT PERMITTED ATTIRE</b>	<ul style="list-style-type: none"> <li>• Flip flops</li> <li>• Bare feet</li> <li>• Bare midriffs</li> <li>• Workout attire</li> <li>• Open backs</li> </ul>	<ul style="list-style-type: none"> <li>• Flip flops</li> <li>• Bare feet</li> <li>• Bare midriffs</li> <li>• Open backs</li> </ul>	<ul style="list-style-type: none"> <li>• Flip flops</li> <li>• Bare feet</li> <li>• Bare midriffs</li> </ul>

## MEMBERSHIP

### Suspension, Termination and Resignation

1. Violation of the rules of the Club by a Member or his or her Guest may, in the discretion of the Board, result in a reprimand, fine or the suspension or termination of a Member's Club privileges.
2. A Member's Club privileges may also be suspended or terminated by the Board if, in its judgment, the Member:
  - a. Fails to meet eligibility for Membership
  - b. Submits false information on the application for Membership or for guest or tenant privileges
  - c. Permits use of his or her Club account by non-members without authorization
  - d. Fails to pay any amount owed to the Club in a proper and timely manner or is repeatedly delinquent in payment
  - e. Fails to abide by the rules set forth for use of the Club facilities
  - f. Treats the personnel or employees of the Club in an unreasonable or abusive manner
  - g. Conducts themselves in a manner that puts the Club, its Members and/or reputation at risk
  - h. Intentionally violates guest policies
  - i. Misrepresents family guests
  - j. Displays consistently negative and disharmonious behavior and conversations
3. Members who have been reprimanded or whose Membership privileges have been suspended or terminated shall not be entitled to any refund of any Membership contribution, Membership dues or other fees. Dues and other charges shall continue to run during any period of suspension and must be paid in full prior to reinstatement as a Member in good standing.
4. A Member may resign Membership in the Club by delivering to the Administrative Office written notice of resignation in accordance with the By-Laws of the Club. Notwithstanding any resignation, suspension or termination of Membership, the Member and the Member's spouse or designee shall remain liable for any amounts unpaid on the Member's Club account and annual dues, assessments, and other fees until the Member's Membership is repurchased by the Club. The original Membership certificate must be returned to the Club before the equity refund is issued.

### Member Accounts and Charges

1. Members shall identify themselves as Members of the Club if and when asked.
2. Members (or an authorized member of the Member's family) must sign all charge slips at the time of service. A Guest must sign his or her own name together with the Sponsoring Member's name and his

or her number. Members and Guests must sign only for the amounts for which they are responsible, as charge slips will not be apportioned, but will be charged to the Member whose signature first appears. All charge slips must be signed at the time of service.

3. Food, beverage, merchandise, and services of the Club charged to the Member's Club account will be billed monthly and are due upon receipt. Any statement not paid within thirty (30) days of the date due shall bear interest at the rate set by the Board from time to time.
4. The Board may suspend the Membership privileges of any Member whose statement remains unpaid for more than ninety (90) days, and the suspension shall remain in effect until such time as all unpaid charges, plus interest, have been paid. Failure to pay may result in termination.
5. Members shall hold the Club and its directors, officers, employees, representatives, and agents harmless from any liability, real or asserted, sustained by the Member resulting from the posting of information relating to Member names and past due Club accounts, including any errors that may occur in the posting process.
6. The Club may take whatever action it deems necessary to affect collection of overdue accounts. If the Club commences legal action to collect an overdue amount or to enforce another 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 attorney's fees (including fees required in connection with appellate proceedings).
7. Members are responsible for providing the General Manager's or Membership office with current mailing and email addresses to which notices, and invoices of the Club are to be sent. Members are deemed to have received mailings from the Club five (5) days after they have been mailed to the address on file or on the date transmitted by email.

## **GUESTS**

1. Members may sponsor guests for various club privileges subject to applicable guest fees, charges, and rules established from time to time by the Board. Guest privileges may be denied, withdrawn, or revoked at any time in the discretion of the Board. The Sponsoring Member shall be responsible for all charges incurred by his or her Guests. The Sponsoring Member is also responsible for the conduct of his or her Guests while at the Club. If the manner, deportment, or attire of any Guest is deemed to be unsatisfactory, the Sponsoring Member shall, at the request of the Club, cause such Guest to leave the Club facilities.

### **Day Guests**

1. Day guests are a guest that is accompanied by a member and may or may not be a guest in the Member's home.
2. The Club reserves the right to require identification by each Day Guest. Day Guests must be accompanied by the Sponsoring Member at all times when using any Club facility unless otherwise permitted at the discretion of the General Manager.
3. Day Guests are limited to the same privileges as the Sponsoring Member.
4. Sponsoring Members will be charged guest fees and any other service charges for their Day Guest's use of the Club facilities as determined from time to time by the Board.

5. The Board may limit a Day Guest's privileges. No individual Day Guest shall be permitted to:
  - Golf - more than four (4) rounds of golf between November 1 and April 30 or more than four (4) rounds of golf per month the remainder of the year.
  - Tennis – play more than four (4) times per month from November 1 and April 30 each year and no more than eight (8) times per month from May 1 – October 31; subject to availability.
  - Wellness – use the facility more than four (4) times per month from November 1 and April 30 each year, and no more than eight (8) times per month from May 1 – October 31; subject to availability.

### **House Guests**

1. House guests are guests who are staying temporarily in a Member's home.
2. House Guests must be registered by the Sponsoring Member with the Membership office unless they will always be accompanied by the Sponsoring Member.
3. House Guest privileges will be granted for the length of stay up to a maximum of twenty-one (21) days per calendar year. Renewals of House Guest privileges will be granted at the discretion of the General Manager.
4. House Guests are limited to the same privileges as the Sponsoring Member.
5. The Sponsoring Member may be charged a temporary house guest Membership fee for the period of the stay in addition to all daily use fees as determined from time to time by the Board.
6. The Sponsoring Member does not have to relinquish Membership rights while House Guests are in residence.
7. House Guests will charge to the Sponsoring Member's account. At the end of their stay, they can pay by check their portion of the charges from the Sponsoring Member account to the Accounting Department. Cash payments will not be accepted.
8. The Sponsoring Member is responsible for all unpaid charges made by his or her house guests that are unpaid after the customary billing and collection procedure of the Club.
9. The Board, in its discretion, may limit, deny, or terminate a House Guest's privileges.
10. The Sponsoring Member may be subject to a house guest fee plus applicable daily use fees.

### **Tenants**

1. Members who lease their homes for thirty (30) days or more may designate their tenants as the users of their Membership upon application and approval by the General Manager and payment of fees established by the Board from time to time. Members may designate tenants as the beneficial users of their Membership no more than three (3) times per year.



2. Applications for tenant Membership must be submitted to the General Manager's office at least one (1) month prior to the commencement of the lease. An application fee is due with the application. Facility fees will also be charged, and Tenants will be granted charge privileges. Golf Members who rent their homes with golf privileges will be charged an additional monthly fee for the Tenant's use of the Club's facilities.
3. Members shall continue to pay dues, assessments, and other charges while their Tenants are the designated users of the Membership. These Members shall also retain their voting privileges but shall not be entitled to use the Club's facilities except as a guest subject to all guest policies. The Tenant's food and beverage expenditures will be counted towards the Member's food and beverage minimum.
4. Members who temporarily cede their Membership privileges to a Tenant can be a guest of another Member and/or Tenant but cannot play golf in any Club tournament and may not play golf more than four (4) times during the period they have ceded their Membership.
5. Tenants are limited to the same privileges as the Sponsoring Member.
6. Membership use privileges of a Tenant will terminate on the earlier of the expiration of the lease or the Membership use privileges.
7. Sponsoring Members shall be responsible for the behavior of their Tenants and for all charges incurred by their Tenants that remain unpaid for more than forty-five (45) days.

### **Resident Non-Members**

1. Residents of Windstar who are not Club Members ("Resident Non-Members") and who are considering joining the Club may be approved as temporary guests under the following conditions:
  - a. The guest must be approved in advance by the General Manager or Club President and must be assigned a Club Member as his or her "host."
  - b. The host must advise the General Manager regarding the guest's interest in joining our Club at the conclusion of the visit.
  - c. A Resident Non-Member will be allowed as a guest a maximum of four (4) times in total. After four (4) times it is assumed the Resident Non-Member does not intend to join the Club. The guest will pay all appropriate guest fees and may not attend any special events.
  - d. Residents Non-Members who are former Members of the Club will not be allowed "temporary guest" status, unless approved by the General Manager.
2. This rule applies to use of any of the Club's facilities but does not apply to a Resident Non-Member attending an event that is not sponsored by the Club.
3. Since the Clubhouse is a normal meeting place for many community meetings and the parking lot is for the use of the Keewaydin Island shuttle, Resident Non-Members may use those areas for the length of time needed to participate in those activities.

## CLUBHOUSE AND CLUB PROPERTY

### Use of Clubhouse

1. No Member or Guest shall bring any food or beverages onto the Club's premises, except bottles of wine which may be brought to the Club and an appropriate corkage fee will be charged.
2. Members are not permitted to remove or bring in decorative items or materials without the approval of the General Manager.
3. No item or service of any kind shall be offered for sale on or around the Club's premises, unless specifically authorized in writing by the Board.
4. Nothing shall be posted on lockers, doors, walls, or bulletin boards without General Manager approval.
5. Political and religious activities will only be permitted on Club property with prior approval of the Board of Directors with the exception of a wedding.
6. No subscription list (other than lists, petitions, etc. distributed for or with respect to Club affairs) shall be presented or circulated on or around the Club's premises, unless specifically authorized in writing by the Board.
7. Neither the Club's Membership list, nor information taken or derived therefrom, shall be made available to a Member or non-Member by any means, unless specifically authorized in writing by the Board and only then for official Club business.
8. No animals or pets of any kind (other than documented service animals) are permitted in the Club's facilities or on the Club's grounds at any time unless it is a component of a special event.
9. Firearms and other weapons are not permitted on Club facilities at any time.
10. Lost and found articles not reclaimed by their rightful owners may be disposed of at the discretion of the General Manager thirty (30) days after being turned into the Lost & Found at the front desk.
11. Smoking is only permitted outdoors and in designated areas.
12. No alcoholic beverages shall be sold or served to any person under the age of twenty-one (21) and the Club reserves the right to refuse to serve alcohol to any person who appears to be intoxicated.
13. Alcoholic beverages will only be served or sold under the laws of the State of Florida.
14. Only authorized Club personnel may enter staff-only areas, including the kitchen.
15. Children must be supervised at all times. No children under 18 may sit at the bar at any time.

## **Club Services and Activities**

1. The Club provides a variety of social, cultural, and recreational events in which all Members are encouraged to participate.
2. The Club welcomes the use of the Clubhouse facilities by Members for private functions, on any day or evening, providing it does not interfere with the normal operation of the Club or with the services regularly available to the Members. Sponsoring Members are required to make reservations with the appropriate Club personnel for available dates and arrangements. The Sponsoring Member shall accept full responsibility for all charges relating to or incurred at the function, as well as for the conduct of all persons in attendance. Payment for invoices relating to functions is required in full within thirty (30) days of receipt, without regard to time of month or normal Club billing cycles. An outside, responsible group may schedule a private function with Member sponsorship at the discretion of the General Manager.
3. Special event functions will be scheduled from time to time at the discretion of the Board.
4. Dinner reservations are strongly suggested and may be required based on venue. Reservations can be made online through the Foretees system or by telephoning the Club. Members are advised that seating can only be assured for those holding reservations. Members are urged to make reservations (or cancel existing reservations) before 4:00 p.m. on the day involved.
5. Reservations are required for most social activities of the Club and are taken on a first come, first served basis by registering with the appropriate personnel of the Club. Members may be charged for Club function reservations made but not kept, unless a notice of cancellation is given at least seventy-two (72) hours before the set time for the function.
6. The Club and its facilities shall be open on the days and during the hours as may be established from time to time by the General Manager.
7. The Club does not discriminate on the basis of race, creed, color, age, sex, religion, marital status, national or ethnic origin, physical or mental disability, veteran status, or on any other basis prohibited by law.
8. The Club offers notary services for Members for a fee determined by the Board.
9. Members may reserve meeting space without a room fee.

## **Cell Phone Usage**

1. Discreet non-verbal communication (such as texting and emailing) using a cell phone or other hand-held device is permitted on Club property as long as the device remains in silent mode.
2. Audible use of electronic devices is prohibited in all areas of the Club, including the golf course, tennis courts and wellness center. Discreet use is permitted in privately reserved rooms and the parking lot or areas where it will not disturb other Members.

## Internet Usage

Internet Service and/or Club equipment may not be used to connect, transmit, download or upload any graphics, data, audio or video clips which are related to sex, exploitation of minor's, illegal drugs, criminal skills and/or activities, hate speech, on-line gambling or job search activities.

## Gratuities

1. For the convenience of the Members, a gratuity percentage, as determined from time to time by the Board, will be added to all food and beverage sales. A Member may alter the gratuity as he or she deems appropriate. Gratuities are not added to locker, valet or cart barn services and are at the Members' discretion.
2. Discretionary cash tips are permitted to reward good service. It is prohibited to extend cash tips for special consideration or favorable treatment.

## Locker Rooms

1. The Pro Shop is solely responsible for assigning lockers. The daily use of an unassigned locker must be approved by Pro Shop personnel.
2. The Club and Club personnel will exercise reasonable care in protecting the property of Members and Guests, particularly items stored or left in the lockers or locker area, but the Club and Club personnel are not insurers of such property. As such, neither the Club nor any Club employee is responsible for any loss of property used or stored at the Club, including, including golf bags stored in bag storage area and any valuables placed in private lockers, however the loss is caused.

## Personal and Club Property

1. Each Member, as a condition of Membership, and each Guest, as a condition of invitation to use Club facilities, assumes sole responsibility for his or her property. The Club shall not be responsible for any loss or damage to any private property used or stored on the Club property, including golf bags stored in bag storage area and any valuables placed in private lockers (including wine lockers).
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 authorization from the General Manager or his or her designee. Members shall be liable for any property damage and/or personal injury at the Club caused by the Member or his or her Guest. 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, including without limitation the use of golf carts, or who engages in any contest, game, function, exercise, competition or other activity operated, organized, arranged or sponsored by the Club, either on or off the Club facilities, shall do so at his or her own risk. The Member shall hold the Club and its directors, officers, employees, representatives, and agents harmless from any and all liability, real or asserted, sustained, or incurred by the Member resulting therefrom. Any Member shall have, owe, and perform the same obligation to the Club and its directors, officers, employees, representatives, and agents hereunder in respect to any such loss, cost, claim, injury, damage, or liability sustained or incurred by any Guest of the Member.

## GOLF COURSE

### Golf Rules

1. Play shall be governed by the USGA Rules of Golf and any Windstar Local Rules. Local rules are posted on the Club website, [www.windstarclub.com](http://www.windstarclub.com) under the "Golf" tab.
2. The Director of Golf, with assistance of the professional staff, shall have the authority to manage all events, in conjunction with the Tournament Committee, in their entirety.
3. From time to time, the Board of Directors may establish certain days and times during which the course shall be reserved for men's and ladies' golf days and special events.
4. Member recommendations for improvement, or complaints concerning the golf operations, shall be made in writing to the General Manager/COO with a copy to the Golf Committee. Members shall not address their complaints to the staff directly.
5. All players must have a reserved starting time, which may be made through the Pro Shop, Foretees or on the Club's website.
6. Except for Board-approved groups, a Member may only book two (2) tee times per phone call or in person before allowing another Member to request a time.
7. Players who fail to cancel their tee time at least one (1) hour prior to the scheduled tee time, may be charged a fee.
8. Proper attire is required of all players. Improperly dressed golfers will be asked to change before playing or will be prohibited from playing. If you are in doubt concerning your or your Guest's attire, please check with the Pro Shop staff before starting play. As a general guideline, all golf apparel offered for sale in the golf shop is deemed appropriate for the golf course and practice area. A full description of proper golf attire may be found on the Club's website [www.windstarclub.com](http://www.windstarclub.com) under the "Golf" tab.
9. Groups of five (5) or more players are not permitted on the golf course, except at the discretion of the Director of Golf.
10. Sports Members (aka Social with Golf) and Waiting on Windstar Members are entitled to play five (5) rounds of golf from January 1 to April 15, each Membership year, upon payment of greens and cart fees. Sports Members and Waiting on Windstar Members are entitled to play an unrestricted number of rounds of golf April 16 to December 31, of each Membership year, green fee apply 11/16-4/15. The Members on the same Member account, when playing together, will be counted as one (1) round. Playing alone or with others will also count as one (1) round.
11. Sports Members (aka Social with Golf) and Waiting on Windstar Members may have guests subject to the guest rules. Sports Members and Waiting on Windstar Members or their spouse, may participate in Club sponsored tournaments and events with the following exceptions: Men's Member/Member, Windstar Cup, Club Championships, Presidents' Cup, Gentlemen's Invitational, Women's Gemini, WWGA Championship, Eleanor Mooney Cup, Club Championships, and Major Guest Days. When playing in a guest day, other than the aforementioned, the Sports Members and Waiting on Windstar Members will be required to pay green fees, in addition to the entry fee for the event. Each day of play in any tournament or event will count toward the five (5) rounds per year limitation.

12. Social Members, with or without golf privileges, or their spouses or duly registered resident companions may be Guests of a Golf Member subject to the guest rules. Such play will not count toward the five (5) rounds per year limitation. Under no circumstances may a Social Member, with or without golf privileges, be a guest in a Club-sponsored tournament or event.
13. Sports Members and Waiting on Windstar Members are entitled to use the driving range, putting green, and practice green year-round, subject to temporary limitations if deemed necessary by the Board for the health of the practice facilities. Social Members with Summer Golf are entitled to unlimited golf from May 1 through October 31 for cart fee only. Social Members with Summer Golf are not entitled to golf or practice facilities November 1 through April 30<sup>th</sup>.

Membership Type	11/16 - 4/15 # of rounds	4/16 - 11/15 # of rounds	Guest policy	Tournament / Event Play	Practice Facility use
WOW & Sports	5 rounds 1/1-4/15 Unlimited Nov & Dec. green fees apply	Unlimited	Subject to Guest rules - does not count toward 5 round limit	May not play as a Guest	Year-round; subject to temporary limitations if deemed necessary by the Board for the health of the practice facilities.
Social Summer Golf	0 rounds	May 1-October 31st	Subject to Guest rules	May not play as a Guest	May 1-October 31st

14. The use of the golf course is controlled and supervised by the Director of Golf and professional staff. Any misuse or disregard of any rules and/or conduct herein may cause privileges to be reviewed or suspended. Members may notify the Pro Shop staff of any concerns of misconduct on the course. If action is required, the Director of Golf and/or Head Golf Professional will consult with the Golf Committee and GM/COO to determine action taken.

### Golf Guest Rules

- Each Member is limited to nine (9) golfing guests per month unless otherwise authorized by the Director of Golf. A Member cannot be a guest in any Member-Guest event held at the Club.
- During the season (November 1 through April 15), a Member may have up to three (3) guests before 12:00 or as many as seven (7) guests after 12:00 in one (1) day, subject to availability. The hosting Member must play with one (1) of the groups unless excused by the Director of Golf.
- Any one guest may not play more than four (4) rounds in one "season", November 1<sup>st</sup> through April 15<sup>th</sup>. Rounds played with different Member hosts are included in the four (4) round count.
- Related guests may be offered preferential guest fee rates. Related guests include adult children, parents, siblings and their spouses and children. Proof of status may be required of Related Guests.
- Related guests may be granted more than four (4) rounds in season based upon availability and at the discretion of the professional golf staff.
- Guests' names should be populated on the tee sheet at least 48 hours prior to the tee time.
- Guests may not sponsor other guests.

## Local Rules

1. Please refer to [www.windstarclub.com](http://www.windstarclub.com) for Local Rules

## During Play

1. Each golfer must have their own set of golf clubs. Rental clubs are available. Children under sixteen (16) years of age must be accompanied by an adult over eighteen (18) years of age.
2. Rangers or golf operations employees may be on duty to help regulate play and enforce golf cart regulations. They have full authority on the Golf Course to enforce all rules and speed of play.
3. The standard pace of play at Windstar is to complete 18 holes in 4 hours or less and 9 holes in 2 hours or less without being "out of position" i.e., keeping up with the group in front of you. Please go to [www.windstarclub.com](http://www.windstarclub.com) and login with your username and password for the complete Windstar on Naples Bay Pace of Play Policy.
4. Cutting-in is not permitted at any time. All players must check in with the Pro Shop before playing. Players are not permitted to start play from residences.
5. Practice is not allowed on the golf course. The driving range, putting green and practice green are to be used for all practice.
6. All players who stop playing at the turn for any reason must occupy the next tee before the group in front leaves the green of the next hole or they will forfeit their position to the following group. They will resume play after the group behind clears the tee.
7. All players should enter and leave bunkers at the nearest level point to the green, smooth sand over with a rake upon leaving and leave the rake in the bunker.
8. All players should repair their ball mark on the green and any others they may find.
9. All players should fill all divots level to the surrounding turf with sand provided in sand buckets or sand bottles.
10. Retrieving balls hit out of bounds and onto private property shall be accomplished with utmost care and respect for said property. Errant balls that cause property damage caused by a player is the responsibility of the player. The Club assumes no responsibility or liability for damage or injury from errant balls.
11. When the lightning detector alarm sounds, all play must cease. Players should seek shelter or return to the Clubhouse and play shall not resume until the all-clear is sounded.
12. Club management may close the Golf Course whenever the grounds could be damaged by play.
13. Jogging, bicycling and recreational walking on the Golf Course are permitted until 7:45 a.m. Pets are not permitted on the Golf Course at any time.
14. No beverage coolers or beverages are allowed on the course unless supplied by the Club.
15. Discontinued play credits ("rain checks") are as follows: fewer than 3 holes, players will receive a credit for the full 18 or 9 holes (whichever applies); fewer than 12 holes, players will receive a 9-hole credit.
16. Twosomes, threesomes, and singles will be grouped with other players, if available, at the discretion of the

Pro Shop.

17. The hours of play and Pro Shop hours will be posted in the Pro Shop and on the website. The Golf Course Superintendent is authorized to determine when the Golf Course is fit for play and his or her decision shall be final. In his or her absence, the golf professional on duty shall make this decision.

### **Group Play**

1. All group play must be approved prior to October 15 for the following season. Group play is approved by the GM/COO, Director of Golf, Golf Committee and finally by the Board of Directors.
2. The Club receives requests from groups to play golf together at reserved times during the period from November 1 through April 30.
3. Group play is subject to the following:
  - a. This Policy does not apply to group play arranged and overseen by the Pro Shop, such as Blue Tee, New Member, Men's and Ladies' Days and Tournaments.
  - b. A group may petition for a block of 4, 5 or 6 contiguous reserved tee times; Petitions should be submitted to the Golf Committee in the spring of each year.
  - c. The Golf Committee shall evaluate the petitions, determine which groups should be permitted to reserve a block of tee times and make a recommendation to the Board, which alone shall have the discretion to grant or withhold permission.
  - d. No more than 18 tee times may be scheduled for group play on any one day and consideration should be given to scheduling groups in such a way as to ensure that tee times are available for the general Membership throughout the day.
  - e. No more than 54 tee slots may be reserved for group play each week (a tee slot is a specific tee time reserved for 1-4 golfers).
  - f. Group leaders shall provide the Pro Shop with their lists of players at least 48 hours before their scheduled start time and advise if any reserved tee times are not needed, failing which the Pro Shop may, in its discretion, cancel the group's reserved tee times for that week.
  - g. Groups shall not be permitted to utilize a starter's time without first obtaining the permission of the Pro Shop, which alone shall have the discretion to grant or withhold permission.
  - h. Group leaders shall ensure that their group Members adhere to the Club's pace of play policy and dress code.
  - i. Group leaders shall endeavor to include new Members in their groups.
  - j. Guests are permitted to play in groups, subject to availability at the discretion of the group leader(s) and/or the head golf professional.

### **Practice Area**

1. The driving range, putting green and practice green are open during normal operating hours as may be posted in the Pro Shop and on the website. At times to be posted in the Pro Shop, the practice area will be closed for general maintenance.



2. Range balls are for use on the driving range, putting green and practice green only.
3. On the driving range, all balls must be hit from designated areas only. No hitting is allowed from the rough or sides of the driving range.
4. Golf dress code applies.

### **Carts**

1. All golfers will be required to rent a golf cart from the Club, other than those who wish to walk. Walking while playing the golf course is permitted for a fee. Club owned push carts are available for rent on a first come first served basis. Private Member-owned golf carts and private pull carts are not permitted on the Golf Course unless otherwise authorized by the BOD in "special" circumstances.
2. Golf carts must be signed out in the Pro Shop.
3. Members and Guests shall adhere to all rules posted on the golf carts.
4. Each operator of a golf cart must be at least sixteen (16) years of age and have a valid automobile driver's license.
5. Golf carts cannot be used off the Golf Course without permission of Club personnel.
6. Each golf cart may carry only two (2) persons and two (2) sets of golf clubs.
7. Except for those with disabilities, all players must obey all golf cart traffic signs, including green and red traffic stakes. Golf carts are required to remain on golf cart paths, without exception, on Par 3 holes. On Par 4s and 5s, golf carts may enter the fairway once past the green stake. Upon reaching the red stake, golf carts must be returned to the cart path. Carts must remain on the cart path near tees, greens, and the practice area.
8. A handicap privilege flag on a golf cart may be obtained by a Member or guest with a disability, at the discretion of the of Golf professional staff. Handicap privilege flags will not be issued on "Cart Path Only" days. The following cart rules apply to carts with handicap privilege flags: the golf cart must remain at least thirty (30) feet from all greens, tees and bunkers; cart drivers must adhere to the "90 Degree Rule" (including Par 3's); carts must return to the cart path once within thirty (30) feet of the green.
9. Operation of a golf cart is at the risk of the operator. Cost of repair to a golf cart that is damaged by a Member will be charged to the Member or, in the case of damage by a Guest, to the Sponsoring Member.
10. The Member renting a golf cart accepts and assumes all responsibility for liability connected with operation of the golf cart. The Member also expressly agrees to indemnify and hold harmless the Club and its officers, directors, employees, affiliates, representatives, and agents, from any and all liability, real or asserted, arising out of, caused by, or resulting from use of a golf cart.
11. "90 Degree Rule" and "Cart Path Only" signs must be strictly adhered to when posted.

### **Handicaps**

1. Handicaps are computed under the supervision of the Director of Golf in accordance with the current USGA handicap system.

2. All Members with a USGA approved handicap may participate in Club tournaments. All handicaps submitted may be reviewed by the Tournament Committee.
3. To establish a handicap, a Member must have posted a minimum of five (3) scores. Members should post all scores, home and away, on the same day of completion of the round. Scores may be posted through the USGA GHIN app or online through their GHIN account. The golf staff will post all official event scores (men's, ladies,' and couple's days).
4. Accurate records of scores posted are to be kept for all full rounds played. The Handicap Committee, as appointed by the Golf Committee, will determine if there are violations by Members in posting their scores and determine necessary actions to ensure compliance with the Club's score posting guidelines. Please visit [windstarclub.com](http://windstarclub.com) and login with your username and password for the full version of the Windstar on Naples Bay Handicapping Policy.
5. USGA handicapping guidelines will be followed in accordance with recognition of exceptional performance and implementation of soft and hard caps.
6. Cap Patrol score posting software will be employed by the Handicap Committee to monitor, educate, and encourage the proper and timely posting of scores.

### **Trophy Tournaments**

1. No Member may participate in a trophy tournament without having at least five (5) rounds posted within the past six (6) months unless excused by the professional golf staff.
2. Only Golf Members are allowed to participate in trophy tournaments.
3. The following are trophy tournaments:
  - a. *Men:* Member/Member Championship, Club Championship, Presidents Cup, Windstar Cup
  - b. *Women:* Gemini Tournament, WWGA Championship, Eleanor Mooney Cup, Club Championship, Windstar Cup

### **Course Etiquette**

1. Persons using the golf course should do their part to make a round of golf at Windstar on Naples Bay a pleasant experience for everyone. Here are some suggestions:
  - a. Do not waste time. Anticipate the club or clubs you may need and go directly to your ball. Always be near your ball to play promptly when it is your turn. If a player is delayed in making his shot, it would be courteous for such player to indicate to another player to play.
  - b. The time required to hole out on and around the green is a chief cause of slow play. Study and clear the line of your putt while others are doing the same. Be ready to putt when it is your turn.
  - c. Be sociable but reserve your extended conversations for the 19th hole.
  - d. When approaching a green, park your golf cart, with all four (4) wheels on the cart path, on the best direct line to the next tee. This can save about one-half hour per round. Never leave the golf cart in front of the green where you will have to go back to get it while the

following players wait for you to get out of the way.

- e. 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.
  - f. The rangers will report slow play and all breaches of etiquette to the Director of Golf.
2. The Club has established a "Hole-In-One-Fund," designed to provide one (1) complimentary beverage to each Golf Member on the day the hole-in-one shot was made. The complimentary beverage will be available to Members only on the day of the hole in one, and only during the hours determined by management, ending prior to dinner service. The Club will invoice each Golf Membership, WOW Membership, Sports Membership, and Summer Social Golf Membership a fee for this fund; once the fund has been depleted, the Club will again bill the fee to replenish the fund.

## TENNIS

### Tennis Rules

1. Members may sign up for a court for themselves and their Guests seven (7) days in advance on the reservation system, ForeTees. All guest names must be entered in the system.
2. Reservations for play shall be for no more than one and a half (1.5) hours.
3. Tennis court hours are from 8:00 a.m. to 10:00 p.m. Courts #5 and #6 can be manually lighted from 6:00 p.m. to 10:00 p.m.
4. Court closed for maintenance will be indicated on the reservation sheets.
5. Smoking, glass beverages and food containers are not allowed on the courts. Cell phones are to be set in silent mode while on the courts. All cell phone conversations must take place outside the fenced in tennis court area.

### Tennis Guest Rules

1. Guests are limited to play two (2) times per month/per individual, all guests must be registered online when making court reservation.
2. Number of guests is limited to 1 per Member prior to 1:00pm or up to 3 guests per Member after 1:00pm.
3. Permission from the Board must be obtained in advance for any Windstar Member that wishes to have a guests play more than is allowed per policy.
4. Guests may not sponsor other guests.
5. Member accounts may be charged \$15 per day for each visit between November 1<sup>st</sup> and April 30<sup>th</sup>.

## WELLNESS CENTER (TEMPORARY FACILITY)

### Wellness Rules

1. The Wellness Center is open and monitored daily, and access is available after Clubhouse hours. Please refer to the hours of operation posted on the website throughout the year for closing times.
2. It is required to sign up for gym usage on the Windstar website.
3. Only Members and their guests, age sixteen (16) and older, may use the facility.
4. All persons must read the electronic liability release and sign online indicating agreements to rules and regulations.
5. No food, gum, or open cups are permitted. Bringing a refillable plastic or stainless-steel water bottle, when working out or attending class, is encouraged.
6. Headsets are needed when operating audio on the television or listening to music.

### Wellness Guest Rules

1. Guests are limited to use the facility up to four (4) times per month/per individual, all guests must be registered for gym usage online under the Sponsoring Member's account.
2. Number of guests is limited to 1 per Member prior to 1:00pm or up to 3 guests per Member after 1:00pm.
3. Guests can only take wellness classes subject to availability.
4. Permission from the Board must be obtained in advance for any Windstar Member that wishes to have guests more than is allowed per policy.
5. Guests may not sponsor other guests.
6. Member accounts may be charged \$15 per day for each guest visit between November 1<sup>st</sup> and April 30<sup>th</sup>.

### Wellness Equipment

1. If you are not knowledgeable about the proper use of any piece of equipment, attend an Orientation to Fitness Equipment class or consult the Lead Wellness Instructor or a personal trainer.
2. Personal Trainers must be approved by the General Manager.
3. Use a spotter when lifting heavy free weights. Re-rack weights when finished.
4. Report any injury or equipment irregularity to a staff member immediately.
5. Limit use of cardiovascular equipment to thirty (30) minutes during peak times. When resting

between sets, allow others to use equipment also.

6. Wipe down all equipment with the sanitary wipes provided in the dispensers before and after use and dispose of in the waste receptacle. Hand sanitizers are posted in the Gym.
7. Make sure all small equipment being used is cleaned before and after use and put away properly.

### **Wellness Classes**

1. Prepaid Wellness Passport holders have priority to classes.
2. It is required to sign up on the Windstar Website to use the gym or take a class.
3. If you cannot attend class, please cancel your registration on the website so that others may register.
4. Limit size for class is 15.
5. Arrive on time for class and avoid conversation and disruption to others.

### **WINDSTAR FOUNDATION**

1. Established by the board in 2004, this is a program for Members to make donations to the Club for a variety of capital improvements. The Member may recommend the use of the funds, but the Board has the final decision on the expenditure. No plaques, signage or other forms of name recognition are permitted.

### **HOLIDAY FUND**

1. The Club has established a holiday fund to show appreciation to employees for their service and dedication. Every Member is billed for a donation determined by the board and has the option to alter the donation at their discretion.