

BY-LAWS
OF
AVILA GOLF & COUNTRY CLUB

ARTICLE I.

ORGANIZATION

Section 1. Name. This entity shall be known as Avila Golf & Country Club.

Section 2. Purpose.

- a. The Objective of this entity is the establishing of one of the finest private social clubs in the United States. The Club shall have sufficient members so that functions shall be well attended and partners for games of golf and tennis shall always be available. Club Facilities will include a clubhouse, 18-hole golf course, tennis courts and a swimming pool; and, may include other recreational and athletic facilities for the use and enjoyment of the members of the Club.
- b. The objectives of the Avila Golf & Country Club shall be in keeping with the principles and covenants stated in the Restrictions and Covenants for Avila Subdivision.

Section 3. Locations of Offices. The registered office of the Club shall be located at 943 Guisando de Avila, Tampa, Florida 33613.

ARTICLE II.

OWNERSHIP

Section 1. Corporation. The owner of the Club is SICO, Inc. SICO, Inc. is owned by J. Robert Sierra and his immediate family.

Section 2. Non-Equity. The Avila Golf & Country Club and all buildings and other Club facilities are owned by SICO, Inc. Regardless of the use of funds paid by members, all ownership of the golf course and other Club facilities, and the operation thereof, is and will remain vested solely in the corporation. Members will have no ownership, proprietary or equity rights of any kind in the corporation or any of its properties or facilities and shall not have any responsibility or liability for its debts or operating expenses of any kind.

Section 3. Right of Refusal. In the event the Owner proposes to sell the Club to any person or entity other than an entity owned or controlled by J. Robert Sierra, his spouse, one or more of his lineal descendants or their spouses, or an affiliate of any such persons, the Members of the Club shall have a right of first refusal to purchase the Club upon the same terms and conditions.

Within thirty (30) days after execution of a contract to sell the Club to any person or entity other than one described in the preceding paragraph, notice shall be given to each Executive Member, Corporate Member, Intermediate Member, and persons holding a Family Membership or Family Limited Membership. Such notice shall be sent, by regular mail, to the address for such Members in the records of the Club, and shall set forth the purchase price, terms of payment, date of closing, and other relevant terms and conditions (as determined by Owner). At the same time, a copy of the contract shall be placed in the Club office for review by any interested Member.

The notice shall also include a ballot, prepared by Owner, in which the noticed Members shall be given the opportunity to vote in favor of, or against, the exercise of the right of first refusal. To be effective, the ballot shall be signed by the Member, with the Membership number noted, and returned to an independent auditing firm selected by Owner for tabulation. Unless more than 50% of the Members receiving the notice and ballot vote affirmatively in favor of exercising the right of first refusal, no such exercise shall be deemed to have occurred. In the event the Members vote in favor of exercising the right of first refusal, the Members shall have thirty (30) days after notification of the results of the vote within which to form an appropriate entity in which to take title to the Club and to execute a contract in the same form and upon the same terms and conditions, as the contract between Owner and the other party.

Section 4. Future Sale of Club.

- a. In the future if the membership desires to acquire ownership of

Avila Golf & Country Club, the present owner will entertain an offer; providing that the continuation of the originally intended quality of operation is preserved.

- b. Such an offer should consist of twenty-five (25) to thirty-five (35) percent cash down payment. The balance due could be in the form of a first mortgage amortized over a ten (10) to fifteen (15) year time period bearing an interest rate comparable to current bank rates at the time of purchase.

Section 5. Interests of Avila Property Owners. Any proposed sale should consider and protect the interests and investments of the Avila property owners.

ARTICLE III.

GOVERNMENT OF THE CLUB

Section 1. President. The sole power to govern, operate and manage the Club shall be vested in the President of the Club.

- a. The President of the Club shall be the principal stockholder of the Club, J. Robert Sierra, or his appointed designated representative.
- b. The President shall preside at all meetings of the Board of Governors and shall be the Chairman of the Membership Committee.
- c. The President shall also be a member of all other standing committees.
- d. The President shall be empowered to execute all papers requiring execution in the name of the Club.
- e. The President shall have the power to employ such persons, including a general manager and accountant, as may be necessary or desirable to carry on the functions of the Club. He may delegate such of its powers or responsibilities as he may deem advisable to such employees or agents.
- f. The President shall have the power to do everything permitted by law or statute, by charter or by these By-Laws, that may be for the best interest of the Club, including the making of reciprocal agreements with other clubs, inviting special guests, and interpreting the By-Laws of the Club.
- g. The President of the Club shall designate individuals to hold the offices of Secretary and Treasurer of the Corporation.

Section 2. Secretary. The Secretary shall keep a record of all meetings of the

Board of Governors. He shall cause notice to be given or shall give notice of all regular and special meetings of the Board of Governors. He shall have custody of the seal of the Club, shall keep a record of all officers and members thereof and their addresses and shall perform such other duties as may be assigned to him by the President.

Section 3. Treasurer. The Treasurer shall be charged with the collection, holding and disbursal, under the direction of the President, of all monies of the Club, together with the maintenance of books of account of the Club. He shall submit regular financial reports to the President and a financial statement reflecting the operations of the Club for the preceding year. He shall also be charged with the performance of such other duties as may be assigned by the President.

Section 4. Additional Officers. From time to time as may be deemed appropriate, the President may appoint additional officers of the Club or decrease the number of officers and types of officers.

Section 5. Board of Governors. The Club shall have a Board of Governors consisting of not less than five (5) Club members and the President. Appropriate provisions in respect of the rights, powers and obligations of the Governors, the qualifications required for such position, the filling of vacancies on the Board of Governors, and similar matters, shall be prescribed by the By-Laws of the Club and shall be subject to change by amendment to the By-Laws.

- a. The number of Governors may be fixed by the By-Laws and may be increased or decreased from time to time by amendment to the By-Laws.
- b. Appropriate provisions in respect of the rights, powers and obligations of the Governors, the qualifications required for such position, the filling of vacancies on the Board of Governors, and similar matters, shall be prescribed by the By-Laws of the Club and shall be subject to change by amendment to the By-Laws.
- c. No Governor may be removed from his position as Governor except for cause upon a three-fourths vote of all of the members of the Board of Governors.
- d. The term of office of the members of the Board of Governors shall be three (3) years.
- e. Regular meetings of the Board of Governors shall be held at such time and at such place as may be designated by the President. It shall be the responsibility of the Board of Governors to pass on all business.
- f. The Board of Governors shall keep minutes of its meetings.
- g. At any regular or special meeting of the Board of Governors, a majority of the members of the Board of Governors shall constitute a quorum, but less than a quorum may adjourn the meeting to another stated time and place.

- h. Any Board member absent from the Board of Governors meeting may record his vote in writing with the Secretary prior to the meeting, and it shall be counted as if he had been present at the meeting.
- i. If a member of the Board of Governors desires to resign, he shall do so in writing, addressed to the Board of Governors and delivered to any Officer of the Club. Any member of the Board of Governors who shall be absent without excuse for three (3) consecutive meetings of the Board of Governors may be removed by a majority vote of the entire Board of Governors.
- j. In the event of a vacancy on the Board of Governors, caused by resignation or failure, refusal or inability to perform duties, or otherwise, the remaining members of the Board of Governors may appoint a person from the general membership to fill the unexpired term caused by such vacancy or until a successor shall be elected.
- k. The Board of Governors shall have power -
 - 1. to elect individuals to membership subject to the By-Laws;
 - 2. to prescribe penalties for the violation of the rules and regulations - and upon recommendation of the Standards Committee waive or remit such penalties;
 - 3. to receive and redress complaints; and,
 - 4. to make suggestions and recommendations to the President
- l. To the full extent permitted by Law each Board member of the Club or any person who may have served at the request of the corporation as a director or officer shall be indemnified by this corporation against expenses actually and necessarily incurred by them in connection with the defense of any action, suit, or proceeding in which they or any of them are made parties, or a party by reason of being or having been a member of the Board of Governors; except in relation to matters as to which any such Board member or officer, or person shall be judged in such action, suit, or proceeding to be liable for negligence or misconduct in the performance of duty. Such indemnification shall not be deemed exclusive of any other rights to which those indemnified may be entitled by a By-Law Agreement, or otherwise.

Section 6. Committees. For the better execution of their powers and duties, the Board of Governors shall appoint from their own number Chairmen of the following committees whose responsibilities are also here stated. Committee assignments shall be made annually at the first meeting of the Board of Governors following the election.

- a. **Membership Committee** - It shall be the duty of this committee to pass upon the qualifications of persons proposed for membership and to vote upon the admission of such persons separately and by ballot. The Board of Governors and the President shall comprise this committee.
- b. **The Golf Tournament Committee** shall have charge of producing an annual tournament schedule and shall conduct the Club Invitational and Annual Member/Guest Tournament. The Chairman of the committee shall appoint two (2) other Executive members not on the Board of Governors and the Club Head Professional to serve on this committee.
- c. **The Tennis Tournament Committee** shall have charge of producing the Club tennis tournament calendar. The Chairman shall appoint two (2) members who are not on the Board of Governors. At least one (1) appointee shall be a Senior member but the other appointee may be a Social member. The Tennis Professional may also serve on this committee.
- d. **The Social Committee** shall have charge to produce an annual social calendar for the Club. The Chairman shall appoint two (2) members who are not on the Board of Governors. At least one (1) appointee shall be a Senior member, the other appointee may be a Social member. The Club Manager shall serve on this committee.
- e. **The Standards Committee** shall have charge of preserving the fine quality of the Club. It shall make recommendations to the President concerning qualities of service and operation of the Club. The committee shall receive copies of all membership complaints and suggestions and shall respond to same. This committee shall investigate, conduct hearings on all matters concerning member grievances or misconduct and shall recommend appropriate action. The members of the Standards Committee shall be all members of the Board of Governors.

ARTICLE IV.

MEMBERSHIP

Section 1. General.

- a. The members of the Club shall be persons of good character.
- b. Only persons age twenty-three (23) or older may be elected as Family, Family Limited, Executive, Corporate, Intermediate, Tennis, Fitness, Social or Dining members of the Club. All persons under twenty-three (23) years of age may be accepted only as Junior

members and must meet all requirements of that membership classification.

Section 2. Membership Classifications.

The President, with the advice of the Board, may establish such categories and classifications of membership as may from time-to-time be determined and each category or classification of membership shall have privileges as shall be accorded by the President to that category or classification. Current classifications are:

A. FAMILY MEMBERSHIP

DEFINITION -

A Family membership entitles a married couple full privileges of the golf course, Clubhouse, Fitness Center, tennis facilities and swimming pool.

OTHER INFORMATION -

1. The husband and spouse are extended the same privileges as those of a Senior membership.
2. Children (under twenty-three [23] years of age) in the Family membership are considered Junior members and may use the golf course with the same restrictions as those of a Junior member.
3. All Family members have unlimited use of the Clubhouse, Fitness Center, tennis facilities and swimming pool.

B. FAMILY LIMITED MEMBERSHIP

DEFINITION -

A Family Limited membership entitles the primary spouse full privileges of the golf course and limited privileges for the other spouse and children. Family Limited members have full use of the Clubhouse, Fitness Center, tennis facilities and swimming pool.

OTHER INFORMATION -

1. A Family Limited membership entitles the primary spouse

unlimited use of the golf course.

2. The other spouse may play unrestricted golf without payment of additional fees every weekday until 1:00 p.m. (play must be completed by 1:00 p.m.) and/or also may commence play after 5:00 p.m. The spouse may commence play at 1:00 p.m. on Saturdays and holidays and 11:00 a.m. on Sundays.
3. The spouse may have guests subject to the regular guest policy and fees as long as they play within the restricted times.
4. The spouse may play at restricted times either as A) a guest of her spouse subject to the payment of regular spouse play fees or B) as a guest of any regular golf member subject to the seventy-five (75) miles resident restriction of five (5) times a year and the payment of the regular guest fee.
5. Children (under twenty-three [23] years of age) are considered Junior members and may use the golf course subject to the rules of Junior membership.
6. All Family Limited members have unlimited use of the Clubhouse, Fitness Center, tennis facilities and swimming pool.

C. EXECUTIVE MEMBERSHIP

DEFINITION -

An Executive member is extended full privileges of the golf course, Clubhouse, Fitness Center, tennis facilities and swimming pool. An Executive member is guaranteed the right of continuous membership assuming the individual member remains in good standing.

OTHER INFORMATION -

1. The spouse of an Executive member is extended the use of the Clubhouse, Fitness Center, tennis facilities and swimming pool.
2. Children (under twenty-three [23] years of age) of an Executive member may join the Club as Junior members without paying a Membership Fee (see Junior Member).
3. By paying the applicable guest fee, the spouse and children of a member may play an unlimited number of rounds of golf as the guest of a spouse Executive member. The spouse and children must be accompanied by the spouse Executive member during play.

4. An Executive member's children (under twenty-three [23] years of age), may play an unlimited amount of tennis and have use of the swimming pool and Fitness Center. Swim, fitness and tennis policies are subject to revision.

D. CORPORATE MEMBERSHIP

DEFINITION -

A Corporate membership entitles their representative to use all the Club facilities on the same basis as an Executive Golf member. A Corporate membership may be extended to any company, corporation, partnership, professional association or other legal business entity conducting business within seventy-five (75) miles of Avila Golf and Country Club.

OTHER INFORMATION -

1. Each Corporate membership may have one (1) representative who is a principal, officer, partner or employee of the organization.
2. Corporate memberships are included in the count of Executive members and **are subject to the same regulations.**
3. Corporate memberships expire twenty (20) years after election to membership.
4. Corporate memberships with Executive status will be given the opportunity of converting to an individual Executive membership status prior to the tenth (10th) anniversary of their election to membership.
5. For the company's convenience, a Corporate designee may be replaced or changed at any time upon approval by the Membership Committee and payment of a transfer fee.
6. The spouse of a Corporate representative is extended the use of the Clubhouse, Fitness Center, tennis facilities and swimming pool.
7. Children (under twenty-three [23] years of age) of a Corporate representative may join the Club as Junior members without paying a membership fee (see Fee Schedule).
8. By paying the applicable guest fee, the spouse and children of a Corporate representative may play an unlimited number of rounds of golf as the guest of their spouse.

9. A spouse and children are subject to local guest limitations when playing as the guest of another member.
10. A Corporate representative's children (under twenty-three [23] years of age), may play an unlimited amount of tennis and have use of the swimming pool and Fitness Center. Swim, fitness and tennis policies are subject to revision.

E. INTERMEDIATE MEMBERSHIP

DEFINITION -

Intermediate members are those elected to membership, age twenty-three (23) and older, but not yet forty (40) years of age, and have been granted the privilege of paying their membership fee in installment payments without having the unpaid balance subjected to interest payments. Intermediate members have full privileges of the golf course, Clubhouse, Fitness Center, tennis facilities and swimming pool.

OTHER INFORMATION -

1. The Intermediate member classification is established to assist deserving young people to join the Club and help perpetuate the traditions and continued well-being of the Club. In establishing the classification, the Club recognizes its responsibility to attain Executive membership in the Club.
2. Payment procedures for the Membership Fee are described below (see Payment Schedule).
3. Upon full payment of the Membership Fee, the Intermediate member shall automatically be transferred to Executive membership.
4. An Intermediate member is not eligible to vote in Club elections or hold office.
5. Intermediate members dues may vary according to age. See Fee Schedule.
6. Intermediate members must be at least twenty-three (23) years of age and shall not have reached their fortieth (40th) birth date.
7. The spouse of an Intermediate member is extended the use of the Clubhouse, Fitness Center, tennis facilities and swimming pool.

8. Children (under twenty-three [23] years of age) of an Intermediate member may join the Club as Junior members without paying a Membership Fee (see Junior Member).
9. By paying the applicable guest fee, the spouse and children of an Intermediate member may play an unlimited number of rounds of golf as the guest of their spouse.
10. An Intermediate member's children (under twenty-three [23] years of age), may play an unlimited amount of tennis and have use of the swimming pool and Fitness Center. Swim, tennis and fitness policies are subject to revision.

INTERMEDIATE PAYMENT SCHEDULE

1. An individual elected to Intermediate membership classification shall make quarterly installment payments of Membership Fees required to be transferred to Executive membership status.
2. At the time of election to Intermediate membership, an individual member shall \$3,000 with application.
3. This amount shall be applied to the total Membership Fee required. The balance is paid without interest in equal quarterly installments based on age of applicant at the time of application for membership to their fortieth (40th) birthday. When an Intermediate member satisfies their total commitment, they then become an Executive member.
4. The monies owed on any quarterly payments shall NOT be subject to interest.
5. Should an Intermediate member fail to make any quarterly payment, they shall be dropped from the membership rolls.

F. INTERMEDIATE SPORTS MEMBERSHIP

DEFINITION –

Intermediate Sports members are those elected to membership age twenty-three (23) and older, but not yet thirty (30) years of age, and have been granted the privilege of paying their membership fee in installment payments without having the unpaid balance subjected to interest payments.

Intermediate Sports members have full privileges of the tennis facilities, Fitness Center, Clubhouse and swimming pool.

OTHER INFORMATION –

1. The Intermediate Sports member classification is established to give deserving young people the opportunity to join the Club and help perpetuate the traditions and continued well-being of the Club. In establishing the classification, the Club recognizes its responsibility to attain Tennis or Fitness membership in the Club.
2. When the Intermediate Sports member reaches their thirtieth (30) birthday, the balance of the Membership Fee is due for the respective category of membership desired. Upon full payment of the Membership Fee, the Intermediate Sports member shall automatically be transferred to Tennis or Fitness membership.
3. The spouse of an Intermediate Sports member is extended use of the Clubhouse, Fitness Center, tennis facilities and swimming pool.
4. An Intermediate Sports member's children may play an unlimited amount of tennis and have use of the swimming pool and Clubhouse.

INTERMEDIATE SPORTS PAYMENT SCHEDULE

1. An individual elected to the Intermediate Sports membership classification shall make quarterly installment payments of Membership Fees required to be transferred to Tennis or Fitness Membership status.
2. At the time of election to Intermediate Sports membership, an individual shall pay an initial membership fee equal to ten (10) percent of the total Fitness membership fee. This amount shall be applied to the total Membership Fee required.
3. The balance of the Membership Fee is paid without interest in equal quarterly installments until their thirtieth (30th) birthday.
4. Should an Intermediate Sports member fail to make any quarterly payment, they shall be dropped from the membership rolls.

G. NATIONAL MEMBERSHIP

DEFINITION –

The National Membership is an invitational membership that entitles individuals to full club privileges thirty (30) days per year. The residence, primary business, and primary club membership of National members must be located outside a 120 mile radius of Avila. Family privileges are not included. National members are not eligible to participate in the Los Caballeros de Avila.

OTHER INFORMATION –

1. National members are subject to paying special daily fees for golf; but otherwise, enjoy full membership privileges.
2. Membership dues are billed annually in December.

H. PROVISIONAL MEMBERSHIP

DEFINITION -

The Provisional classification exists to accommodate those applicants on the waiting list for a Family, Family Limited, Executive, Corporate or Intermediate membership.

OTHER INFORMATION -

1. Upon acceptance to Provisional membership and payment of the required Membership Fee, the total membership fee required will be locked in.
2. Golf privileges for a Provisional member are strictly limited to weekdays only, excluding holidays, but otherwise Provisional members enjoy full membership privileges.
3. Monthly membership dues for a Provisional member are sixty-six (66) percent of the prevailing rate.
4. The total number of Provisional memberships available will be determined by the President.

I. NON-RESIDENT MEMBERSHIP

DEFINITION -

A Family, Family Limited, Executive, Corporate or Intermediate member with an existing membership in the Club whose residence and business are relocated more than one-hundred (100) miles from the Club may elect to transfer to a Non-Resident member. Non-Resident members have full use of the golf course, Clubhouse, Fitness Center, tennis facilities and swimming pool; subject to paying daily guest fees; but, otherwise enjoy full membership privileges. The number of Non-Resident memberships available will be determined by the President.

OTHER INFORMATION -

1. Special daily fees have been established for Non-Resident members.
2. Membership Dues are billed annually in December.

J. TENNIS MEMBERSHIP

DEFINITION -

Members in this classification are entitled to use the Clubhouse, Fitness Center, swimming pool and tennis facilities.

OTHER INFORMATION -

1. Tennis members may use the golf course only as a local guest of a regular member and are subject to the limitation of number of times per year, as set forth in the Club rules.
2. The foregoing limitations upon play shall not apply to participation in special golf events as specified by the Board of Governors.
3. The spouse of a Tennis member has full use of the Clubhouse, Fitness Center, tennis facilities and swimming pool.
4. A Tennis member's children (under twenty-three [23] years of age), may play an unlimited amount of tennis and have

use of the swimming pool and Fitness Center. Swim, tennis and fitness policies are subject to revision.

5. Tennis Guest Policy:

- Any in-town guest (one who lives within 50 miles from the club), may be the guest of the accompanying member, up to two (2) times per month. A \$15 guest fee will be charged to the host member's account.
- Any out-of-town guest, staying at the home of the member, may use the club during their length of stay. Regular guest fees apply.

K. FITNESS MEMBERSHIP

DEFINITION -

Members in this classification are entitled to the use of the Fitness Center, Clubhouse and swimming pool. Privileges extended under this classification include breakfast, luncheons, family and evening dining, Club-sponsored social functions and special functions.

OTHER INFORMATION -

1. Fitness members may use the golf course and tennis courts only as a local guest of a regular member and are subject to the limitation of number of times per year, as set forth in the Club rules.
2. The foregoing limitations upon play shall not apply to participation in special golf events as specified by the Board of Governors.
3. The spouse of a Fitness member has full use of the Clubhouse, Fitness Center and swimming pool.
4. A Fitness member's children (under twenty-three [23] years of age) have use of the swimming pool and Fitness Center (see page 40 for age restrictions). Swim and fitness policies are subject to revision.
5. Fitness Center Guest Policy:
 - Any in-town guest (one who lives within 50 miles from the club), may be the guest of the accompanying member, up to two (2) times per month. A \$15 guest fee will be charged to the host member's account, as well as any additional fees for fitness classes, personal training, Pilates, massage, or juice bar items.

- Any out-of-town guest, staying at the home of the member, may use the club during their length of stay. Regular guest fees apply.

L. SOCIAL MEMBERSHIP

DEFINITION -

Members in this classification are entitled to full use of the Clubhouse, Men's Card Room and swimming pool. Privileges extended under this classification include breakfast, luncheons, family and evening dining, Club-sponsored social functions and special functions.

OTHER INFORMATION -

1. Social members may use the golf course, tennis facilities, and Fitness Center only as a local guest of a regular member and are subject to the limitation of number of times per year, as set forth in the Club rules.
2. The foregoing limitations upon play shall not apply to participation in special events as specified by the Board of Governors.
3. The spouse and children (under twenty-three [23] years of age) of a Social member have use of the Clubhouse and swimming pool.

M. DINING MEMBERSHIP

DEFINITION -

Members in this classification are entitled to the use of the Clubhouse for dining purposes only. Privileges extended under this classification include breakfast, luncheons, family and evening dining, Club-sponsored social functions and special functions.

OTHER INFORMATION -

1. Dining members may use the golf course, Fitness Center,

tennis facilities or swimming pool only as a local guest of a regular member and are subject to the limitation of number of times per year, as set forth in the Club rules.

2. The foregoing limitations upon play shall not apply to participation in special events as specified by the Board of Governors.
3. The spouse and children (under twenty-three [23] years of age) of a Dining member have use of the Clubhouse for dining purposes only.

N. JUNIOR GOLF MEMBERSHIP

DEFINITION -

Junior Golf Members must be the children of Family, Family Limited, Executive, Corporate or Intermediate Members. Junior memberships will expire when the individual reaches their twenty-third (23rd) birth date. Junior members have restricted use of the golf course, Clubhouse, swimming pool and tennis facilities and enjoy some of the privileges of full Club members.

OTHER INFORMATION -

1. Junior members may be subject to restrictions as to times when they may use the various Club facilities; so as not to inconvenience adult members.
2. Junior members may extend guest invitations to other Juniors with a maximum of five (5) times per year for the same guest; however, Junior members may not bring adults to the Club as guests.
3. Children, under twenty-three (23) years of age, of any golf member of Avila Golf & Country Club may join the Junior Golf Membership without Membership Fee.
4. Junior members are subject to a testing program to determine their ability to use any Club-owned equipment or facilities in a safe and proper fashion.
5. Junior members are subject to a testing program to establish their knowledge of proper etiquette prior to being allowed to use the Club facilities.
6. The Board of Governors or management may cancel any Junior membership for serious violation of any Club rule.

Section 3. Procedure for Election of Membership.

- a. Anyone desiring membership in the Club shall submit a completed application form along with application fee.
- b. The applicant shall also submit a Member Sponsor Application signed by two (2) members **in good standing**.
- c. All required forms are made available from the Club office.
- d. All completed forms will be delivered to the Club office for transmittal to the Membership Committee.
- e. Any applicant for membership who receives no negative votes from the Committee shall be forthwith approved for membership.
- f. The negative votes of two (2) or more Committee members shall be sufficient for the rejection of any applicant.
- g. Any applicant receiving one (1) negative vote will be further evaluated prior to the next regular meeting of the Committee; at which time the Committee will again vote on the applicant's election to membership.
- h. Should the applicant still receive at least one (1) negative vote his membership application will be rejected.
- i. If no negative votes are cast the applicant shall be elected to membership.

Section 4. Acceptance of Membership.

- a. Upon approval of an individual's application for membership, the Club Secretary shall send written notice to the applicant of his election, along with a statement for the appropriate membership fee, a statement of first month dues, and a copy of the Club By-Laws.
- b. Payment of the required fees by an applicant shall constitute his acceptance of the offered membership.
- c. Acceptance of a membership into the Club by an applicant constitutes the new member's acceptance of an agreement to abide by the Rules and Regulations and By-Laws that are from time-to-time in force.
- d. When an individual accepts membership in the Club the Club Secretary shall assign the new member an account number, issue appropriate identification and provide the member with a copy of the most current membership directory.

Section 5. Membership Fees.

- a. Upon acceptance of an applicant's request for membership status in the Club, he shall be billed the appropriate membership fee for that membership classification (see current Fee Schedule).
- b. Membership fees are not refundable.

Section 6. Transfer of Membership. Memberships are not transferable.

Section 7. Relatives of Members.

- a. The application of a spouse, child, son-in-law or daughter-in-law of an Executive member shall be subject to regular membership acceptance procedures by the Board of Governors.
- b. At such time that any member's child reaches their twenty-third (23rd) birth date and desires continuing membership in the Club, that child shall submit an application to the Board of Governors. Such application shall be subject to approval as stated in these By-Laws by the Board.
- c. In the event of death of a member, the member's surviving spouse shall be eligible to retain the Social membership status already afforded him/her without payment of an additional membership fee. The surviving spouse shall begin paying full dues for the membership status granted.
- d. The spouse shall not have Executive membership transferred to them as a result of a Senior member's death. If elected to an Executive membership, the spouse of a deceased member shall pay all required membership fees.
- e. In the event of dissolution of marriage between a member and their spouse, the non-member spouse shall be eligible for election to Social membership in the Club, subject to paying the appropriate membership fee and required dues.

Section 8. Responsibility of Members.

- a. Members shall abide by all rules and regulations of the Club.
- b. Each member of the Club is responsible for promptly settling all fees, charges and other indebtedness incurred by said member, his family and all guests.

- c. Members are responsible for their own conduct and the conduct of their family and all guests.

Section 9. Use of Facilities. Membership does not give a member of the Club the unlimited or unrestricted right to use the Club facilities. The use of the Club facilities, including the golf course, may be limited or restricted by the Management of the Club from time-to-time. The Management, in its sole discretion, reserves the right to refuse use of the Club facilities to any person at any time.

Section 10. Discipline/Suspension/Termination.

- a. Any member whose conduct or the conduct of his family or guests shall be deemed by the Standards Committee improper or likely to endanger the welfare, safety, harmony or good reputation of the Club or of its members, may be reprimanded, suspended or expelled from the Club without refund of any membership fees.
- b. Subject to the requirements here stated, the Committee shall have full power and authority to fine, suspend or expel any member of the Club, or to take any other appropriate action, for any infraction of the By-Laws, or rules, or for conduct which, in the sole discretion and judgement of the Board of Governors or Management, warrants imposition of any such penalty. The decision of the Board of Governors shall be final.
- c. In the event any person entitled to use the facilities of the Club shall violate the By-Laws or any rule adopted pursuant thereto, or shall conduct himself in a disorderly or otherwise improper manner while on the premises of the Club, the appropriate committee or any officer of the Club, as the respective jurisdictions may be involved, or their representatives in charge of the premises, may, in their discretion, issue a warning to such person or eject him from the premises and forbid him to use the facilities of the Club until his violation has been passed upon by the Board of Governors. In such case, complaint shall be made to the Board of Governors by the person taking such action within twenty-four (24) hours after the occurrence of the violation.
- d. Except as noted in Section 11 b, no member shall be suspended or expelled without first being given the privilege of a hearing before the Board of Governors; and, such member shall be given written notice by certified mail of the date, time and place of such hearing, and shall be informed in writing of the general nature of the complaint or conduct in question. A majority vote of the members of the Board of Governors present and voting at any meeting shall be necessary to reprimand, fine or suspend any member, and a

two-thirds vote of the members of the Board of Governors present and voting shall be required to expel a member and remove his name from the roster.

- e. Complaints concerning other members' or guests' failure to abide by Club By-Laws, policies or standards of conduct must be registered directly with the Board of Governors, which has sole responsibility for consideration and disciplinary action should it prove necessary.
- f. The Board of Governors shall not consider any complaint against a member of the Club for violation of the By-Laws or any rule of the Club, unless such complaint shall be in writing and signed by the complainant, or appropriate committee or officer of the Club.

Section 11. Fines/Reprimands.

- a. The Board of Governors shall be empowered to issue written reprimands and may fine a member up to One Hundred Dollars (\$100.00) for occurrences deemed detrimental to the welfare of the Club.
- b. Notwithstanding any of the above, Management shall, at its sole discretion, have the right to fine, suspend or terminate the membership of any individual for non-payment of any fee, charge or other indebtedness, subject to the method outlined in the Appendix of the By-Laws concerning "Member Accounts."

Section 12. Remedy of Cause for Expulsion. In the event any member shall seek to remedy the cause of his suspension or expulsion from the Club, whether it be for misconduct or non-payment of account, he shall make written request to the Board of Governors. Such letter shall offer full explanation to the Board of Governors and shall state reasons why the Board of Governors should rescind actions already taken.

Section 13. Change in Membership Classification. A member in good standing for whatever reason may opt to downgrade to another membership classification. They will however lose their standing in their original membership classification. The member will be allowed to upgrade or re-establish their previous membership classification subject to availability and will be responsible to repay the membership fee differential between the previous membership classification and the current membership classification. Any change in membership classification must be submitted in writing giving thirty (30) days notice to the Club Secretary, General Manager or Board of Governors.

Section 14. Resignation.

- a. A member may resign his membership at any time without prejudice.
- b. Such resignation will be accepted only if the member's account is paid-in-full.
- c. Any resignation must be submitted in writing giving thirty (30) days notice to the Club Secretary, General Manager or Board of Governors.

ARTICLE V.

GUESTS

Section 1. General.

- a. A member in good standing may have as a guest at anytime a spouse and immediate family who are members of the household. Other persons may be accompanied guests of members, subject to such restrictions as may be adopted into these By-Laws.
- b. Members will not introduce as a guest any person who would not be acceptable as a member.
- c. Guests do not have the privilege of introducing guests.
- d. Members shall be held responsible for the conduct, fees, charges, and indebtedness of guests introduced by them or their families.
- e. All golf, swim, tennis or fitness guests must be registered, giving name and address, and the name of the introducing member.
- f. The Club reserves the unconditional right to refuse issuance of guest privileges to any person. Failure of a member to cooperate with this policy will constitute grounds for suspension of their membership.
- g. Guests are admitted to the Clubhouse and grounds only when accompanied by or sponsored by a member.
- h. It is requested that the name of all guests be phoned into the Pro Shop prior to the guest entering the grounds. The Pro Shop will call the gatehouse to arrange for a guest pass. The guards are not authorized to allow your guests to enter without approval of the Pro Shop.
- i. Members must register their golf guests in the Golf Shop prior to play.
- j. The member inviting a guest will be charged a guest green fee per eighteen-hole round played by the guest or appropriate court or pool fee. Other charges incurred by the guest, including golf cart rental, caddy fees, merchandise, etc., will be charged to the member's account.

- k. Each playing group must include at least one (1) Family, Family Limited, Executive, Intermediate, Corporate, or Non-Resident member.
- l. A member may entertain a maximum of only three (3) golfing guests unless prior permission has been received from the Golf Professional or the Club Manager.
- m. The spouse, or a child under the age of twenty-three (23), of a member may play an unlimited number of rounds in the playing group of their spouse or parent. The applicable green fee charge will be incurred by the member. The non-member may play as a local guest, subject to the local guest rules when playing in groups not including the member spouse.

Section 2. Local Guests.

- a. Non-members whose principal residence or business is located within seventy-five (75) miles of the Club are local guests.
- b. Local guests may play a maximum of four (4) rounds of golf per year.
- c. Management will send a letter to any person who has been a local golfing guest four (4) times in any calendar year advising him of the expiration of his golfing guest privileges for the rest of the calendar year.
- d. An individual's participation in a Member/Guest or other invitational tournament shall not be considered in determining the number of guest rounds played.
- e. Local guests are not allowed to play Saturday and holiday mornings until after 11:30 a.m. unless prior approval is given by the head golf professional.
- f. It is the responsibility of the member inviting a local guest to ascertain in advance if his guest is eligible to play under this rule. It is suggested that the sponsoring member call the Clubhouse to verify the status of his proposed guest.
- g. The Board may amend guest policies or hold this policy in abeyance until enforcement becomes necessary.

Section 3. Out-of-Town Guests.

- a. Persons whose residence and principal business office are farther than seventy-five (75) miles from the Club are considered out-of-town guests.

- b. Out-of-town guests are not limited to a specific number of rounds of golf per year, but the privilege should not be abused, and the Club reserves the right to terminate or limit the amount of play of an out-of-town guest.
- c. The Board may amend guest policies or hold this policy in abeyance until enforcement becomes necessary.

ARTICLE VI.

RULES AND REGULATIONS

Section 1. Rules in Appendix. All rules and regulations of the Club shall be listed in the appendix of these By-Laws and shall be considered part of these By-Laws of the Club.

Section 2. President Sets Rules. The President of the Club or his designated representative shall establish rules and regulations concerning use of all Club facilities and other proprieties concerning activities in the Club.

Section 3. Additional Rules Posted. Rules and regulations governing the day-to-day operation of the Club, when posted on the Club bulletin board, shall become part of these By-Laws and shall apply to all members and their guests.

Section 4. Board of Governors to Review. All rules and regulations concerning the Club shall be presented to the Board of Governors for their review and comments.

ARTICLE VII.

GENERAL PROVISIONS

Section 1. Amendments. These By-Laws may be amended, changed, and added to from time-to-time at the sole discretion of the President. Any rules and regulations governing the day-to-day operation of the golf course or other Club facilities, when posted on the bulletin board, shall be considered a part of these Rules and Regulations and shall apply to the membership and their guests as if included herein.

Section 2. Fiscal Year. The Fiscal year of the Club shall be maintained on a calendar year basis.

APPENDIX 1 - RULES AND REGULATIONS

A. GENERAL CLUB RULES

Section 1. Basic Provisions.

- a. Members and their guests are expected to abide by all By-Laws, Rules and Regulations of the Club, as well as be guided by the customary and traditional Avila Golf & Country Club proprieties. The Board of Governors is authorized to establish and maintain such rules and proprieties within its areas of authority.
- b. Any member who conducts himself in an unbecoming manner, or who shall knowingly violate any Club rule, may be denied service by the Management or may have his membership suspended or terminated.
- c. Good order, proper attire, decorum and consideration of the rights and comforts of others must be observed at all times in all places on the Club premises.

Section 2. Payment for Services.

- a. The Club does not accept credit cards except in the Golf and Tennis Pro shops.
- b. All members' account numbers shall be placed on file in the office and all service areas. The number will be used on all charge tickets. Members are required to sign all charge tickets.

Section 3. Members' Accounts.

- a. The monthly statement sent to each member will include a summary of all monthly charge expenditures. It will be sent on or about the first of each month.
- b. All fees and charges are due and payable within thirty (30) days after billing.
- c. If a member's account remains unpaid sixty (60) days after billing, the member may be suspended. Interest will be charged at legal rates.
- d. Failure to pay an account within ninety (90) days of billing date will result in termination of membership.
- e. Dues are billed one (1) month in advance.
- f. All expenses incurred by the Management for checks returned by the members' or guests' banks and/or in connection with delinquent accounts shall be borne by the members; further, members shall pay all reasonable attorney's fees associated with collection of their

account.

- g. Cancelling services - anyone desiring cancellation of a particular service, such as locker rental or bag storage, must do so in writing prior to such cancellation being accepted by Management. Expenses incurred for any service provided prior to receipt of written notice of cancellation shall be billed to the member. No cancellation of service shall be retroactive.
- h. Cancellation of membership - see Membership.

Section 4. Complaints.

- a. Suggestions concerning improvement of any phase of Club operation should be made to the Club Manager or the Board of Governors.
- b. Requests, suggestions, and complaints should be made in writing over the member's signature.
- c. Members are not allowed to reprimand an employee. Poor service should be reported to a manager on duty.

Section 5. Club Equipment.

- a. No property or furniture of the Club shall be moved from the room in which it is placed without the approval of the Management.
- b. No article belonging to the Club shall be loaned or removed from the premises without written permission.
- c. Members shall be accountable for misuse and damage to Club property. Willful or careless damage to property shall render the person causing it liable to the full extent thereof.

Section 6. Off-Limit Areas. The golf car storage building, golf course maintenance areas, tennis equipment building and pool equipment building are off-limits to members unless accompanied by an authorized employee of the Club.

Section 7. Food and Beverage Sales. All food and beverages consumed on the premises must be purchased from the Club.

Section 8. Alcoholic Beverages.

- a. Alcoholic beverages may not be brought into the Club premises at any time.
- b. No intoxicating liquors shall be served or consumed in the Clubhouse or premises in violation of State of Florida liquor laws.
- c. All intoxicating liquors served or consumed at the Club or on Club

- property shall be purchased at the Club from Management.
- d. No employees shall be permitted to accept intoxicating liquors from members on the Club grounds or in the Clubhouse.
 - e. Members and guests shall not bring any food or beverage on the Club premises at anytime.
 - f. Packaged goods liquor sales are expressly prohibited at all times.

Section 9. Traffic and Parking Policies.

- a. All Club members are reminded that they are visitors in Avila neighborhood is twenty-five (25) miles per hour. Drive carefully.
- b. The maximum speed allowed within the Avila subdivision is twenty-five (25) miles per hour.
- c. Members and guests will strictly observe any traffic regulations that may be established by the Club or the authorities of Avila.
- d. The parking areas are marked in a manner which permits maximum use. Members who park improperly will be warned, but repeated infractions will result in the removal of the offending cars.
- e. Members shall sign a Letter of Understanding concerning the regulations of Avila Subdivision and the Avila Property Owners' Association.
- f. Members' names and names of their family are registered with the security guards at the gatehouse. Identification stickers are provided for all vehicles owned by members of the Club. Members shall be assured of entry into the community at all times.
- g. Members shall provide the security guards proper identification when requested.
- h. Members and guests shall obey all security regulations of Avila that may from time-to-time be enforced.

Section 10. Solicitation and Subscriptions.

- a. No subscription, petition or notice not concerning Club affairs shall be posted in the Clubhouse without written approval of the Management.
- b. No private business or solicitation of any kind shall be transacted upon the Club stationery.
- c. No commercial advertisement shall be posted or circulated in the Club.

Section 11. Dress. All persons utilizing the Club facilities shall be neat, well-groomed and wear clothing appropriate to the functions being attended.

Section 12. Pets. No dogs or other pets are allowed on Club premises. Pets are not permitted on the golf course. Members permitting dogs and other pets on the golf course are subject to suspension. A member is responsible for damage caused by an animal owned by him.

Section 13. Children. Children under thirteen (13) years of age must be accompanied by a parent or other adult person who will assume responsibility for the behavior of the child while on Club premises. (Also see Junior Golfers.)

Section 14. Games and Cards. The Management shall have the right and power to prohibit any games, sports or other activities which it may, in its judgement, consider harmful to the interest of the general membership and/or the Club.

Section 15. Telephone. Telephones are available for local calls. All long distance calls will be billed through the operator to the member or guest.

Section 16. Member's Property. The Club will exercise every reasonable care for the property of the members, but will not be responsible for any type of damage or loss.

B. CLUBHOUSE RULES

Section 1. Smoking.

- a. Please note that smoking is not permitted in the Clubhouse or in any room of the Clubhouse at any time.
- b. Any individual found smoking in the Clubhouse or inside any building of the Clubhouse will be suspended and/or terminated.

Section 2. Dress.

- a. Standard country club attire is allowed in the Clubhouse. Bermuda or walking shorts are permitted. Collared shirts for men and ladies may wear sleeveless shirts provided they have a collar. Ladies' shirts without collars must have sleeves. Ladies are permitted to wear slacks, skirts or proper length shorts. No denim, jeans or jean-style pants, cutoffs or tank tops are allowed in the Clubhouse.
- b. No hats shall be worn in the Clubhouse by gentlemen members.
- c. Coats are requested in the main dining room after 6:00 p.m. for formal dining. Women should also wear suitable attire. No bathing attire may be worn in the Clubhouse.

- d. An exception to these rules shall be for theme parties, at which appropriate costumes shall be considered acceptable attire or for behind counters.
- e. Members will realize that it is not possible to stipulate exactly the type of clothing which is appropriate, but it is felt that all members will understand the intent of the rules and cooperate accordingly.
- f. Golf spikes are not permitted in the foyer, hard floor areas of the atrium, on the second floor, or other areas where such footwear will damage the flooring.
- g. Cell phone use: Cell phones must be on Vibrate Ring mode in the dining areas and all calls must be taken outside or in the lobby or phone booth areas. Cell phones on the golf course should be operated in a manner as not to disrupt other golfers.

Section 3. Children.

- a. All children must conduct themselves in an orderly manner, acceptable to other Club members, by not being loud or boisterous.
- b. All children under the age of thirteen (13) are not allowed in the Clubhouse unless accompanied by an adult member.
- c. Children thirteen (13) through fifteen (15) years of age will be allowed only in the Vista Grille until 6:00 p.m. In other sections of the Clubhouse and in the Vista Grille after 6:00 p.m., children must be with their parents or other adult members.
- d. Children sixteen (16) through twenty (20) years of age may utilize the Vista Grille unescorted by an adult member at any time.
- e. Children under the age of sixteen (16) years are not allowed in the Locker Room at any time.
- f. Children under the age of twenty-one (21) years are not allowed in the Men's Card Room or Men's Grille at any time.
- g. The Club reserves the right to cancel the privileges of children if for any reason they do not abide by the Club rules.
- h. Member parents shall be held responsible for their children at all times. Children are not permitted to play on the putting green or golf course.

Section 4. Card Facilities.

- a. Smoking is not permitted in the Men's Card Room at any time.

- b. Areas available for playing card games are the Men's Card Room, Ladies' Card Room, and private banquet rooms.
- c. Card rooms are reserved for adults only. All adult Family, Family Limited, Executive, Corporate, Intermediate, Tennis, Fitness and Social members are entitled to use the card rooms, provided, however, that Management reserves the right to temporarily restrict the use of card rooms for any special functions when necessary.
- d. Persons under twenty-one (21) years of age are not allowed to play cards in the Clubhouse.

Section 5. Dinner Reservations.

- a. Cancellations of dinner parties must be received by noon of the day of the function, otherwise the member will be charged full price for the dinners reserved.
- b. For all Club functions table locations will be assigned in the order that reservations are received.
- c. Members requesting dinner reservations may be assigned preferred table locations at Club dinner/dances if available.
- d. Failing to cancel dinner reservations will result in a \$10.00 per person charge.
- e. A 48-hour cancellation policy will be in effect for all special events. Failure to cancel within 48 hours will result in a charge per contract.
- f. Special events, such as dinner dances, New Year's Eve, Easter, and Mother's Day must be reserved no later than 48 hours before the event.

Section 6. Kitchen. No member or guest is allowed in the kitchen except by special permission from the Club Manager.

Section 7. Parties/Reservations.

- a. Party facilities - certain rooms in the Club are available for private parties such as weddings, or special meetings.
- b. All arrangements for private parties, special parties, for members or member-sponsored groups should be made through the Director of Sales office by phoning 963-3537, in advance.
- c. Reservations should be made in advance whenever possible. If an unusual number of people is involved and/or whenever special menus or service of any kind is desired, it is imperative that the Management be given advance notice.

- d. Cancellations will be permitted up to 48 hours in advance or the member will be charged for all special club functions.

Section 8. Locker Rooms.

- a. Only members and their guests will be permitted in the locker rooms. Minors are at all times excluded from men's locker rooms.
- b. No caddies or employees of members shall be permitted in the locker room, except when accompanying a member as their personal attendant.
- c. Lockers will be available for yearly rental by members.
- d. All clothing must be kept in the locker.
- e. The Club will not be responsible for articles placed in lockers.
- f. Clothing left out will be put in storage and if not claimed within thirty (30) days will be disposed of by Management.
- g. No sets of golf clubs shall be stored in lockers.
- h. Storage of food and beverages in the lockers or on the premises is prohibited.
- i. Bath towels that are the property of the Club shall not be removed from the locker rooms for any reason. Utility towels may be used outside the Clubhouse, but shall not be removed from the Club grounds. Failure to abide by this rule will result in suspension.
- j. Shoe Shine Policy: Each member having a locker and their guest(s) will be entitled to have one (1) pair of dress shoes cleaned and shined without charge. In addition, the golf shoes worn by the member or their guest(s) during a round of golf will be cleaned and shined without charge. Members desiring additional pairs of shoes polished will be charged the regular tariff. This service will be available only at certain hours. The Club reserves the right to change or discontinue this service.

C. GOLF RULES

Section 1. Golf Registration.

- a. All Golfing members and their guests must register and sign appropriate charge tickets prior to playing their round of golf. Registration also includes members that pay an annual trail fee.
- b. Members are responsible for registering their guests and filling out the appropriate guest information card. Each guest is limited to 4 rounds of golf annually as a guest of any golf member.
- c. The golf shop staff will be in charge of letting each group know when it is their time to tee-off. All play will commence off the first tee unless permission is granted by the golf shop staff.

Section 2. Allowable Groups.

- a. Members are encouraged to play in foursomes. Foursomes always have the right of way.
- b. Single players, as well as groups of two (2), three (3) and five (5), will be permitted to play if, in the opinion of the Golf Professional, such approval does not disrupt normal play.

Section 3. Slow Play.

- a. Position on the golf course must be maintained at all times with relation to the group that is in front of you, not the group that is behind you.
- b. An acceptable pace of play for 18 holes of golf has been deemed to be 4 hours for a foursome of golfers.
- c. Groups of lesser number should not request or expect to be invited to play through. (Note: It is the opinion of the Board of Governors that an average rate of twelve [12] minutes per hole, for a walking foursome, would be deemed reasonable.)

Section 4. Dress.

- a. All players must wear soft spike golf shoes. Metal spikes are not allowed.
- b. Those who desire to wear shorts will need to have a minimum hem length of 4 inches from the middle of the knee. Only Bermuda or walking shorts are permitted. No tennis or coaching apparel, jeans or jeans-style pants, cutoffs or tank tops are allowed. Men's shirts must have collars. Men's slacks must be of a style and design acceptable as golf attire. Ladies' sleeveless shirts must have collars. Ladies' shirts without collars must have sleeves. Ladies are permitted to wear slacks, skirts or proper length shorts.
- c. Golf shirts must be worn on the golf course, driving range, and putting greens at all times. The shirt must be tucked into the golfer's shorts or pants at all times while on the property.
- d. It is the member's responsibility to inform their guests of the dress code and insure that proper attire is worn by their guests at the Club.

Section 5. Walking.

- a. Members and guests may play the course while walking and carrying their own clubs.
- b. Members and guests may employ caddies to carry their clubs.

Caddies are independent contractors to the member and are not employees of the Club.

- c. Pull carts are not allowed.

Section 6. Other Vehicles. No automobiles, trucks or other vehicles, except company-owned maintenance vehicles and automobiles of employees on special duty, are allowed on the golf course at anytime.

Section 7. Power Golf Cars.

- a. Members and guests may use power golf cars for transportation on the course.
- b. The Club shall maintain a fleet of power golf cars for rental by members and guests.
- c. Members whose residence is within the community of Avila may own a private golf car for use on the course.
- d. Power golf cars are not to be used by more than two (2) passengers. Only two (2) golf bags are permitted on a power golf car at any one time.
- e. Power golf cars are not to be used beyond the number of holes for which rented without first signing a charge slip for their additional use.
- f. Golf cars are not to be operated within thirty (30) feet of any putting surface. They are not to be used on the tees or the sides of tees. Golf cars must not leave paved car paths except at designated places. Members are urged to avoid soft spots or any area where the operation of a golf car could disfigure or damage the golf course.
- g. Members and their guests will be held responsible for any damage to a golf car while in their possession.
- h. Members will be held responsible for any damage to the course resulting from their use of power golf cars.
- i. Upon report, either orally or written, by any member, of a violation of the golf car rules, the offender shall be written a letter by the Management under the direction of the Board of Governors, notifying the member of the violation.
- j. Golf cars (Club or privately owned) shall be operated by the following individuals:
 - 1. Juniors - fifteen (15) years of age and under - operation not permitted.
 - 2. Juniors - sixteen (16) and seventeen (17) years of age –

operation permitted with possession of a valid driver's license.

3. Juniors - eighteen (18) years and older - operation permitted without an adult.

Section 8. Privately Owned Golf Car Policy.

- a. Only property owners who are members in residence may own and operate a "private golf car" on Club property.
- b. Owners of private golf cars shall abide by all rules of the Club concerning proper use of golf cars on Club property (Section 7) and on the streets of Avila Subdivision.
- c. Owners of private golf cars shall be responsible for proper use of the golf car and will be held liable for any damage done by their golf car or violation of any Club rule pertaining to use of their golf car.
- d. An annual trail fee will be assessed each member owning/operating a golf car on Club property (see Fee Schedule).
- e. The owner of a private golf car and their children (under twenty-three (23) years of age) that qualify under the membership may ride in their private golf cart without additional per round charge.
- f. A spouse, personal guest, other members, and guests of other members will be required to pay the standard fee for golf car use to the Club when riding in a privately owned golf car. It is the responsibility of the privately owned golf car owner to advise riders in their golf car that a fee is due the Club (see Fee Schedule).
- g. Private golf car owners must equip their vehicle with all special equipment and maintain insurance policies deemed necessary by Management (see order blank - "Privately Owned Golf Car").
- h. Owners of private golf cars must agree to store their golf car indoors in a garage at all times when it is not in use.
- i. Juniors are subject to the same regulations as outlined in Section 7 when operating a private car on Club grounds.
- j. Private golf car owners must maintain a car basically identical to the fleet of cars operated by the Club. When deemed necessary by Management, private golf car owners will replace their golf car in conjunction with any replacement of golf cars by the Club. This is necessary so that all golf cars on the course will appear uniform.
- k. Management will act as the member's agent in negotiating trade arrangements and will secure the most favorable price possible utilizing the advantage of a fleet purchase.
- l. The Club may require a service charge to cover ordering and handling expenses in connection with new orders.
- m. A private golf car owner may obtain their golf car independently if they desire, so long as the car purchased is basically identical to

the Club's fleet and is approved by Management.

- n. Owners of private golf cars may dispose of their golf cars on an individual basis if they desire.
- o. The Club will include a limited number of private golf car owning members on a committee formed to investigate purchase, trading, etc., of golf cars.
- p. Golf car owners must sign an agreement concerning these rules, maintenance of insurance and the limiting of the Club's liability.
- q. Golf cart owners will not be issued tournament entry discounts.
- r. Private golf cart owners must pair up and share golf carts at all times. There must be only one golf cart used for every two riding golfers whether it is the Club's fleet golf cart or a private golf cart.
- s. A member will forfeit their trail fee and be pro-rated if during the course of the fiscal year they no longer own a personal cart or live within the community.

Section 9. Junior Play.

- a. Junior members and Junior guests (children under twenty-three [23] years of age); in order to be qualified to play without being accompanied by an adult player, must be certified by the Golf Professional as to their knowledge of golf rules, etiquette and playing technique.
- b. Non-qualified Junior players must be accompanied at all times by an adult member player.
- c. Junior members may not tee off before 11:30 a.m. on Saturdays or holidays.
- d. Junior member play will be subject to course availability based on how busy the course is on any given day.

Section 10. Use of the Course.

- a. The Golf Course Superintendent is authorized to determine when the golf course is unfit for play or use of golf cars due to weather conditions or the course maintenance program.
- b. Tournament activity will control starting times on Number One Tee and Number Ten Tee. Tournament play and scheduled activities shall take precedence over regular play.
- c. Informal, unscheduled tournaments or scrambles consisting of more than two (2) foursomes must be announced twenty-four (24) hours in advance so that proper notice may be posted in locker rooms and the Pro Shop.
- d. No golf tournaments of any kind, other than Club-sponsored tournaments, shall be considered for play on the golf course.

Section 11. Practice on Course.

- a. No practice of any kind, putting or second shots is permitted on any of the regular fairways.
- b. No player shall have more than one (1) ball in play at any time.
- c. All practice shall be confined to the practice range and practice putting green provided for this purpose.
- d. Mulligans are not allowed on the golf course when signs are posted indicating the prohibition.

Section 12. Driving Range.

- a. Personal practice balls are not allowed on the driving range.
- b. Range balls are not to be picked up or removed from the driving range. A member will be fined \$250.00 and/or suspended if range balls are found in their possession outside the practice facility.
- c. Irons may be hit from any of the practice tees.
- d. Members and guests will observe all special rules concerning use of the range that may be posted from time-to-time. There will be a fee for all members that bring guests to the driving range and are not playing golf on that day.

Section 13. Miscellaneous.

- a. No wading in lakes is permitted. Retrieve balls only from the bank of the lake.
- b. Fishing on golf course lakes is prohibited.
- c. Music on the golf course coming from homes is prohibited.
- d. Cell phone use: Please note cell phone calls made or received shall be restricted to warranted calls and all cell phones must be on the Vibrate Ring mode at all times.

D. TENNIS RULES

- a. The Tennis Pavilion is solely for the use of members and their guests. Family, Family Limited, Senior, Corporate, Intermediate, Interim and Tennis members, their spouse and children (under twenty-three [23] years of age) may play. Playing hours will be posted.
- b. All players must register before playing. All court assignments will be made by the staff.

- c. Guests of members must register before playing. A local guest shall not be extended tennis privileges more than two (2) times per month, regardless of who the member host may be. When members bring guests at hours when the shop is closed, they are expected to notify the staff later to insure proper billing for guest fees.

Section 1. Attire.

- a. Proper tennis wear is required at all times. No tank tops, muscle shirts, ripped or torn tee shirts, bare midriffs or other such clothing is permitted.
- b. Men must wear shirts at all times.
- c. Smooth soled tennis shoes only may be worn.

Section 2. Etiquette.

- a. Do not cross a court when play is in progress. Please wait until the point is completed. The same applies to retrieving a ball from the adjacent court.
- b. Loud talk and boisterous conduct is distracting to other players and the use of profanity is prohibited.

Section 3. Other Rules.

- a. Food and beverages may not be brought on the premises. Only food and beverages provided by the Club are permitted.
- b. Court maintenance is required at regular intervals each day. This will be scheduled by the staff to keep the courts in top condition while minimizing interference with play.
- c. The Teaching Professional may only teach members and guests of members. If a member arranges lessons for their guests, the member must introduce the guest.
- d. Only Avila staff members are permitted to teach. However, the Club Professional may invite another professional to assist in teaching classes and clinics or to give exhibitions for the benefit of the membership. A member of Avila who is a professional tennis player ranked in the ATP or WTA will be allowed to bring his or her coach/trainer with him/her to the Avila tennis courts.

Section 4. Court Assignments and Reservations.

- a. Court reservations may be made seven (7) days in advance, for a limited number of courts. Reservations will be for one and one half hours (1½) for singles and two (2) hours for doubles. Members who cannot keep their reservation must cancel them promptly to permit rescheduling. Failure to cancel may jeopardize future requests.
- b. Club tournaments, challenges and other scheduled events will have priority over casual play.
- c. Adults will have priority after 4 p.m. daily. Other peak playing hours will be established and those times will be reserved for adult play.

Section 5. League Play.

- a. Tennis leagues that involve outside teams must be approved by the Board of Governors or the General Manager of the Club.
- b. Requests for league play must be submitted to the Club at the earliest possible time so that proper consideration can be given.
- c. Avila League teams may only use Avila members in good standing. Non-Club members are not permitted to play for Avila teams.
- d. Court times for approved league play will be assigned by the Head Tennis Professional.

Section 6. Private Functions.

- a. You may request the use of the tennis facilities for private activities. There must be an adequate ratio of members to guests (1:3) before such functions will be considered.
- b. Requests for private functions must be submitted to the General Manager of the Club at least thirty (30) days prior to the scheduled event, and each request will be reviewed individually. The impact on the use by members will be considered. Guest fees and appropriate food and beverage regulations will apply.

E. FITNESS CENTER RULES

The Fitness Center will be open Monday through Thursday from 5:00 a.m. to 9:00 p.m., Friday from 5:00 a.m. to 8:00 p.m., and Saturday and Sunday from 7:00 a.m. to 6:00 p.m. Certified Personal Trainers, Pilates instructors, and licensed Massage Therapists are available by appointment.

- a. Members must register on sign-in sheet upon arrival.
- b. Fitness Center Guests: Any guest must be accompanied by a member. Guests must be registered on the sign-in sheet upon arrival. Prevailing guest fees will be charged to the member's account.
- c. Proper workout clothing and aerobic or cross-training shoes must be worn. No cutoffs, street shoes or sandals permitted. Shirts must be worn at all times. No Denim allowed in the Fitness Center. The determination of what constitutes "Proper Attire" will be made at the sole discretion of management.
- d. All equipment must stay in fitness area. Weights, pads, towels, etc., may not be removed from the area.
- e. Children under twelve (12) years of age are not permitted to use the Fitness Center unless attending a program supervised by an Avila Certified Personal Trainer. Children twelve (12) through sixteen (16) years of age may use the Center only when accompanied and supervised by an adult. A Junior fitness orientation is required for all youth prior to using the Fitness Center.
- f. No food is permitted in the studio. Beverages in plastic, no-spill containers are permitted in the juice bar area only.
- g. No outside trainers or therapists are permitted in the Fitness Center.
- h. Please wipe down the equipment after use.
- i. As a courtesy to other users, please limit equipment use to thirty (30) minutes per machine if others are waiting.
- j. Cancellations of private trainings/massages must be received 24 hours in advance from private session, otherwise the member will be charged 50% of club service.
- k. Participation in a workout program or utilizing a fitness center poses some unavoidable risks of injury. Please use caution when operating equipment and weights. Exercise at your own risk.

F. SWIMMING POOL RULES

Section 1. Registration.

- a. Membership Eligibility for Pool Use: Family, Family Limited, Executive, Corporate, Intermediate, Tennis, Fitness and Social members, their spouses and dependents have pool privileges. Dining members do not have pool privileges.
- b. All Swimmers must sign in and out with membership number. All persons using the pool do so at their own risk.
- c. Pool Guests: Any guest must be accompanied by a member. Prevailing guest fees will be charged to the member's account.

- d. Groups numbering over twelve (12) must be approved.
- e. Private parties must share the pool with other members.

Section 2. Children.

- a. Children under ten (10) must be accompanied and supervised by an adult.
- b. Parents are responsible for the conduct of their children; thus assuring the continued enjoyment of the facility by all.

Section 3. Attire.

- a. Proper swimming attire is required. No cutoffs or other such clothing is allowed in the pool. The determination of what constitutes "Proper Attire" will be made at the sole discretion of management.
- b. Infants must be wearing secure swim diapers.
- c. Swim attire is not allowed in the Main Clubhouse, Clubhouse Snack Bar area or Tennis Pavilion.
- d. Swimmers must shower before entering pool.
- e. Anyone with a cold, canker or any other open sores, skin disease or bandages shall NOT use the pool.

Section 4. Etiquette.

- a. There shall be NO diving, running, horseplay, loud music or dangerous conduct in or around the pool.
- b. Casual swimmers must stay clear of lap lanes when lap lanes are in use.

Section 5. Other Rules.

- a. The pool is to be cleared during threatening weather.
- b. Wading Pool: For tots only.
- c. Balls and floats are permitted at the discretion of the attendant.
- d. No glass containers allowed in the pool area.
- e. Food is not allowed within ten (10) feet of the pool. Chewing gum is prohibited. Swimmers must place empty food and drink containers in trash cans. Do not leave containers on tables or deck area.
- f. Food and beverage consumed in any Club facility must be purchased from the Club.
- g. No skates, skateboards, bicycles, scooters, remote control toys or the like are permitted.

- h. No pets of any kind are allowed in the Pool Pavilion.
- i. The Club is not responsible for your valuables; lost or stolen.

Section 6. Enforcement. The Pool Pavilion Staff are responsible for enforcing the Swim Rules. They have the authority to expel anyone from the Pool Complex if, in their judgement, the person is jeopardizing the enjoyment of others.

Section 7. Adult Lap Swimmers. Adult members who wish to use the pool during unattended hours to swim laps may do so under the following guidelines:

- a. Swim at your own risk.
- b. You must purchase a key from the Aquatics Director and sign a contract stating you understand the guidelines and agree to abide by them.
- c. No children are allowed under any circumstances.
- d. You must keep the gate closed and not permit unauthorized entry.
- e. No swimming on Mondays, due to pool maintenance.
- f. Swimming available April 1 through October 31 and during daylight hours only.
- g. Abuse of this policy could lead to withdrawal of this privilege.