

VASARI COUNTRY CLUB MASTER ASSOCIATION, INC.

RULES AND REGULATIONS

Revision History

- Section 11.3 Golf Tee Times – added section F, regarding Gaming the System.
- Section 11.6 Golf Cart Rules – added section J, regarding Handicap Golf Carts.
- Section 2.5.6 - amended subsection a) regarding use of credit cards
- Added Section 10.21 – Whistleblower Protection
- Section 8.6.3 b – length of women's golf shorts or skirts
- Section 2.4.6 b – Tennis non-resident membership privileges

Revisions – 2013 – 2015

- I. Section 3. Rental Terms and Transfer Member Privileges /3.1 Terms corrected; j) All applications and lease renewals shall be accompanied by the membership transfer fee then in effect. Note that Village Associations' applications may also require payment of an application fee.

Section 4. Guests /4.1 General added; i) Guests of renters may not play golf before 12:30 pm in season (November 1 -April 30). Renter shall be permitted to walk the golf course without a cart when walkers are permitted by the Pro Shop. The renter may not bring a walking guest.

Section 10. General Rules /10.9 Parking and Traffic rewritten; d) On-street parking is prohibited at all times except for special events per Section 14.2 of the Declarations. Special events for which on-street parking is permitted shall include A) parking by Vasari residents and non-residents who are visiting a Vasari resident and B) parking by Vasari residents when their garage or parking space is inaccessible because the space or driveway is being sealed or repaired or a service vehicle must use the space or driveway. In both cases, on-street parking is limited to 6 hours a day between 6:00 am and 12:00 am. On-street parking is prohibited for all vehicles between 12:00 am and 6:00 am.

Section 10. General Rules /10.10 Smoking added; a) Smoking is prohibited in all portions of the Clubhouse, Fitness Center and Tennis Courts. For purposes of this provision, the ban on smoking shall include the use of Electronic Nicotine Delivery Systems (E-Cigarettes).

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Overview

Vasari Country Club encourages its Members to participate in its on-going efforts to maintain a community of outstanding reputation and quality. These Rules and Regulations have been prepared by Club Members after review of the rules and regulations of other golf communities and through the contribution of many involved in the growth and well-being of the Vasari community. The goal of these Rules and Regulations is to educate about Vasari Country Club and to set a tone and standard of excellence. Although it is recognized that an occasional Member may find this document cumbersome, there is agreement that setting standards helps to ensure a community's reputation and the growth of its property values. It is from these perspectives that these Rules and Regulations have been created. Each Member is encouraged to read this booklet, become an active part of the growth and development of Vasari's outstanding reputation. We thank you for your contribution toward the efforts to make Vasari Country Club the best it can be. A summary of the perspective of Vasari Members' participation has been suggested as follows:

“The quality of a Club can be measured by the etiquette of its Members.”

1.1 Purpose

- a) These Rules and Regulations are intended to clarify and interpret the Declaration and By-Laws and inform Members of common Club rules, policies, and procedures that have been adopted by the General Manager and the Board of Directors.
- 6) These Rules and Regulations are by no means a comprehensive restatement of all the conditions and restrictions contained in the Declaration and By-Laws or all the policies and procedures of the Club, but only those that routinely affect most Members and their guests. All Resident Members should become reasonably familiar with the Declaration, especially Articles IV, V, XIII, XIV, and XX. In the event of any conflict between these Rules and Regulations and the Club's other governing documents, such other documents shall take priority.

1.2 Governance

- a) The normal day to day operations and procedures of the Club are the responsibility of the General Manager, Department Heads, and their staff. The General Manager is hired by the Board of Directors, and the General Manager is responsible for hiring Department Heads and staff personnel.
- b) The Board of Directors is responsible for interpreting the Declaration and By-Laws and setting Club policy in relationship to those documents and approving changes to these Rules and Regulations. Certain legal instruments of the Club require signatures of Board members. In general, the Board of Directors does not direct the day to day activities of Club management or staff.

- c) The Board of Directors, as authorized by the By-Laws, has created certain committees, composed of Resident Members and Club staff appointed to those committees by the President and approved by the Board of Directors, to research and provide recommendations to the Board on policy questions. Committee members have no authority to set policy or direct activities of Club management or staff. The Architectural Review Committee is described in both the By-Laws and the Declaration and has more responsibility and authority than other committees. See the ARC section of these Rules and Regulations.
- d) The Board of Directors has retained legal counsel for the Club to provide advice and guidance on legal questions.
- e) The General Manager's and Board of Directors' actions are bound by and subject to the Declaration, By-Laws, and applicable Florida Statutes.
- f) The general Resident Membership may be called upon from time to time to vote on matters requiring a vote of the Resident Members as described in the Declaration and By-Laws. Examples are the annual election of the Board of Directors and amendments to the By-Laws or Declaration.

1.3 Definitions

By-Laws shall mean the document "By-Laws of the Vasari Country Club Master Association, Inc.", as may be amended at any time and from time to time.

Board or Board of Directors shall mean and refer to the Club's Board of Directors as elected in accordance with the By-Laws.

Club shall mean Vasari Country Club Master Association, Inc.

Club Facilities shall mean the portions of the Common Properties comprising the golf course, golf practice, tennis, swim, exercise, restaurant, social, and related facilities and equipment owned, leased, or operated by the Club for the enjoyment of the Members.

Declaration shall mean the document "Declaration of Covenants, Conditions, Restrictions and Easements for Vasari Country Club" as may be amended or supplemented at any time and from time to time.

Dependent Children shall mean and refer to unmarried, children twenty-three (23) years of age and under living at home with their parent(s) or attending school full-time.

Home shall mean and refer to the term Lot as used in the Declaration and for most purposes is equivalent to a single residential unit in Vasari Country Club.

Member shall be a general term to refer to any person who has been extended Membership Usage Privileges in accordance with these Rules and Regulations.

Membership Usage Privileges shall mean beneficial use of the Club Facilities as extended to persons in accordance with these Rules and Regulations and shall not include voting rights. The extent of Membership Usage Privileges may differ depending on the method by which Membership Usage Privileges were extended to a specific person.

Non-Resident Member shall mean and refer to the persons(s) who have been extended Membership Usage Privileges by submitting an approved Non-Resident Member Application form to the Club.

Owner shall mean and refer to the record title holder, whether one (1) or more persons or entities, of the fee simple title to any Home (“Lot”) situated within or upon Vasari Country Club.

Principal Residence shall mean and refer to the principal residence of an individual as that term is used or interpreted under U.S. Federal Income Tax principles.

Resident Member shall mean and refer to the person(s) identified or designated as such in accordance with these Rules and Regulations.

Primary Resident Member shall mean and refer to the Resident Member whose name appears first on an applicable Resident Member Application Form, and such person’s contact information shall be used for billing purposes and legal notices, including the mailing of ballots and proxies.

Properties shall mean the real property legally described in the Declaration and includes all residential and common property.

Rules and Regulations shall mean these Rules and Regulations.

Transfer Member shall mean and refer to a person who has been extended temporary Membership Usage Privileges for the term of an approved Lease. Such term is equivalent to the commonly used terms “Renter” or “Lessee”.

Villages) shall mean and refer to those portions of the Properties in which Owners may have common interests other than those common to all Owners and facilities which are not available for use by all Members. Villages are governed by Village documents which supplement the Club documents for those Villages and may be more restrictive than the Club’s governing documents.

1.4 Amendments

- a) The Board of Directors may modify, amend or add to these Rules and Regulations at any time and from time to time, without any membership vote.
- b) Amendments to these Rules and Regulations shall not discriminate against Non-Resident Members or Owners of multiple Lots (as defined in the Declaration).
- c) All amendments to these Rules and Regulations will be binding on all Members.

- d) Notice of changes will be posted in the Clubhouse and will be distributed to the Members by regular or electronic mail. Such notice may also be included in the Club's newsletter. The most current specific text of these Rules and Regulations, including all amendments approved since last formal publication and distribution to the general membership, will be posted on the Club's website from which it may be printed, and paper copies may be requested from the administration office.

1.5 Rules are Binding

All Owners, Members, and occupants of any Home, and their guests and invitees, agree to be bound by the terms and conditions of these Rules and Regulations as same may be amended. Compliance with these Rules and Regulations is a condition of membership.

1.6 Enforcement

- a) Questions concerning use of the Club Facilities should be directed to the Membership Office.
- b) All complaints concerning normal operations of the Club Facilities, the Club's employees and other matters are to be directed to the General Manager or, if the complaint involves the General Manager, to the President. All complaints must be made in writing and signed by the complainant.
- c) Violation of any of these rules or conduct which is prejudicial to the best interests of the Club will subject the violator to disciplinary action in accordance with the By-Laws and these Rules and Regulations.
- d) The personnel of the Club have full authority to enforce these Rules and Regulations and any infractions will be reported to the General Manager.

2. Membership Terms

2.1 Use of Club Facilities

- a) Vasari Country Club is a private Club for the use of its Members and others to whom Membership Usage Privileges have been transferred or extended in compliance with the Declaration and these Rules and Regulations.
- b) Membership Usage Privileges may be extended only to the following categories of persons. The Board of Directors may limit the extent of these privileges, modify sign-up procedures, and set fee structures for each category.
 - 1. Resident Members
 - 2. Non-Resident Members
 - 3. Transfer Members to whom Membership Usage Privileges have been properly transferred with a lease in accordance with these Rules and Regulations
 - 4. Dependent Children of Members
 - 5. Guests of Members
 - 6. Those to whom reciprocal usage privileges are extended by mutual agreement with other clubs
 - 7. Other persons who are granted access to the Club Facilities by action of the Board of Directors or the General Manager
- c) During the period which a Resident Member's Membership
- d) Usage Privileges have been transferred to a Transfer Member, such Resident Member(s) shall have no Membership Usage Privileges.
- e) The usage of Club Facilities by all other persons is prohibited.

2.2 Resident Membership

- a) Resident Membership pertains to Ownership of a Home in Vasari Country Club. Upon the resale or transfer of a Home within Vasari Country Club, the new Owner MUST submit the Resident Membership Application to designate those persons entitled to Resident Membership Usage Privileges (see Resident Member Designation below). A Resident Membership is not active for use until the Resident Membership Application has been completed and accepted by the Club and until the requisite assessments and fees are paid to the Club.
- b) The Resident Membership of the selling or transferring Owner shall terminate upon the closing of the sale or transfer of the Home. Resident Membership is governed by these Rules and Regulations and the Declaration.

- c) Resident Members shall be entitled to use all the Club Facilities. Resident Members may use the golf and tennis facilities without payment of greens or court fees. Resident Members will be required to pay cart and guest fees and personal charges as applicable. Resident Members shall be entitled to reserve golf tee times and tennis court times seven (7) days in advance of the date of play.

2.2.1. Voting Rights

Only Resident Members have voting rights on matters that require a Membership Vote; for example, the election of Board members. Only one ballot may be submitted per Home and must be signed by at least one Resident Member.

2.2.2. Eligibility for Board and Committee Membership

Resident Members are the only Members eligible for election to the Vasari Board of Directors. In general, only Resident Members may be appointed to Committees that may be formed at any time and from time to time by the Board of Directors as described in the By-Laws. The President of the Board of Directors may, in special circumstances, and with approval of the Board, appoint a Non-Resident Member to a Committee.

2.3 Resident Membership Designation

Designation of Resident Membership is dependent on the specifics of Ownership of a Home and may be extended only in accordance with the following rules and acceptance by the Club of a Resident Membership Application. Although all individuals with an ownership interest in a Home are considered to fulfill the residency requirements of the Declaration, under no circumstance may more than two (2) of such persons be deemed to be, or designated as, Resident Members.

2.3.1. Married Couple Who Are Sole Owners of a Home

Each spouse of a married couple who are the sole, joint Owners of a Home are deemed to be Resident Members, and Membership Usage Privileges shall extend to both of such Resident Members and their respective Dependent Children.

2.3.2. Married Individual Who Is Sole Owner of a Home

A married individual who is the sole owner of a Home is deemed to be the Primary Resident Member and may designate only such Owner's spouse as a Resident Member, and Membership Usage Privileges shall extend to such Owner, such spouse (if so designated and the respective Dependent Children of such Owner and such spouse (if such spouse is so designated).

2.2.3. An Unmarried Individual Who Is Sole Owner of a Home

An unmarried individual who is the sole Owner of a Home is deemed to be the Primary Resident Member and may designate as a Resident Member another unmarried individual who maintains his or her Principal Residence at such Owner's Principal Residence (whether within the Club or elsewhere), and Membership Usage Privileges shall extend to such Owner, such designee (if any), and the respective Dependent Children of such Owner and such designee.

2.3.4. Two Individuals Who are Sole Owners of a Home

Two (2) individuals who are the sole, joint Owners of a Home may designate Resident Membership in one, and only one, of the following three ways:

- a) Designate one individual Owner as the Primary Resident Member and follow the provisions for individual Ownership in either of Sections 2.3.2 or 2.3.3, as may be applicable, and Membership Usage Privileges shall extend as provided in the applicable Section.
- b) If both Owners are unmarried and maintain their Principal Residence (whether within the Club or elsewhere) with each other, they may designate a Primary Resident Member and a Resident Member in accordance with the provisions of Section 2.3.3, and Membership Usage Privileges shall extend as provided in such Section.
- c) If both Owners are unmarried individuals who do not share a Principal Residence OR two individuals either of whom is married but not to the other, the Owners must designate one of them as the Primary Resident Member and the other of such Owners shall be deemed to be the Resident Member, and Membership Usage Privileges shall extend only to such two individuals. Neither the spouses nor any Dependent Children of either of such Owners shall have Membership Usage Privileges.

2.3.5. Ownership by More than Two Individuals or an Entity

An Owner that is more than two (2) individuals or one or more entities, or a combination of one or more individuals and one or more entities, shall designate Resident Membership as follows:

- a) The Owner must select either one or two individuals who, for this purpose, shall be treated as if they were sole Owners of the Home, and the individuals so selected must designate the deemed Primary Resident Member and the deemed Resident Member in accordance with any of the designation methods as provided in Sections 2.3.1 through 2.3.4, as may be applicable, and Membership Usage Privileges shall extend as provided in the applicable Section.
- b) Only individuals whose name(s) appear on the deed to a Home, individual beneficial owners of equity interests in an entity, or the current beneficiaries of an entity are eligible to be selected under the provisions of subsection a) of this Section 2.3.5.

- c) Examples of entities include, but are not limited to, corporations, partnerships, limited liability companies, and revocable or irrevocable trusts.

2.3.6. Re-designation

- a) Following the initial designation of the person(s) to whom Resident Membership Usage Privileges shall be extended when an Owner initially acquires a Home, an Owner may change the designated user(s), not more often than once in each 12-month period, upon application to the Club as provided in these Rules and Regulations and payment of a re-designation fee of twenty five (25%) percent of the Club Facilities assessment applicable during the year in which such re-designation is made.
- b) The 12-month period and/or re-designation fee may be waived by the Board of Directors in its sole and absolute discretion for good cause shown.
- c) The Club shall obtain and maintain affidavits or other satisfactory evidence confirming the factual matters on the basis of which Owners make designations in accordance with this Section 2.3.

2.4. Non-Resident Memberships

2.4.1 Description

The Club, at the discretion of the Board of Directors, may offer Non-Resident Memberships having such Membership Usage Privileges, and on such terms and conditions, as may be established from time to time by the Board. Non-Resident Memberships are offered on an annual basis.

2.4.2 Rights of Non-Resident Members

Non-Resident Membership is not an investment in the Club or the Club Facilities, nor does it provide an equity or Ownership interest in the Club Facilities. Non-Resident Membership is solely a revocable license to use the Club Facilities.

2.4.3 Application for Membership

- a) Non-Residents desiring a Membership will be required to complete a Non-Resident Membership Application in the form provided.
- b) The Club has a policy of non-discrimination, and applicants will be considered without regard to race, creed, color, age, sex, religion or national origin.
- c) Completed Non-Resident Membership Applications will be reviewed and acted upon in the sole and absolute discretion of the Board of Directors. If the Non-Resident Membership Application

is accepted, the applicant will be sent notification of acceptance, and Non-Resident Membership cards for eligible Members will be issued. The applicant will not be entitled to use the Club Facilities as a Non-Resident Member until notification of acceptance is received.

- d) An applicant whose Non-Resident Membership Application is not acted upon favorably will have any payment made returned without interest thereon.

2.4.4 Membership Fee

To acquire a Non-Resident Membership, applicants may be required to pay a Non-Resident Membership Fee in the amount and manner indicated in the Non-Resident Membership Application. The Club shall determine, at any time and from time to time, the amount of the required Non-Resident Membership Fee. Non-Resident Membership Fees paid to the Club shall be operating income of the Club and may be used for any purpose determined appropriate by the Club.

2.4.5 Non-Resident Member Usage Privileges Designation

An applicant for Non-Resident Membership may request Membership Usage Privileges only as follows:

- a) Single Membership: Only the applicant is eligible for Membership Usage Privileges.

Family Membership:

- 1) The applicant and his or her spouse (if any) and their respective Dependent Children are eligible for Membership Usage Privileges.
- 2) If the applicant is unmarried, such applicant and another unmarried individual who maintains his or her Principal Residence at such applicant's Principal Residence, and their respective Dependent Children are eligible for Membership Usage Privileges.

2.4.6 Types of Non-Resident Membership

Two types of Non-Resident Membership are currently authorized by the Club:

- a) Full Non-Resident Membership includes Membership Usage Privileges at all Club Facilities and access to all Club events.
- b) Tennis Non-Resident Membership includes Membership Usage Privileges for Tennis and Dining only, and excludes access to non-Tennis Club events. Dining includes only the use of dining facilities until 4:00 PM daily.

2.5. General Membership Terms

2.5.1 Application for Membership/Mailing Addresses

Each Member shall be responsible for providing the Club with the Member's mailing address, and any changes thereto, to which the Member wishes all notices and invoices sent. A Member shall be deemed to have received mailings from the Club ten (10) calendar days after the same have been mailed to the address on file with the Club.

2.5.2 Dues, Fees, and Other Charges

- a) The membership year will coincide with the calendar year. Each year, the Board of Directors will determine the amount of dues to be paid by each category and classification of Non-Resident Membership. Resident Members will pay assessments as provided in the Declaration in lieu of dues. Assessments are set in accordance with the terms of the Declaration and any documents referred to in the Declaration. Periodically, the Board of Directors will determine applicable use fees and charges to be paid by users of the Club Facilities. Assessments and dues will be payable in advance in the manner determined by the Board of Directors. Upon termination of a Membership there shall be no Assessments or dues refunded.
- b) The current dues, assessments, fees, and charges for use of the Club Facilities are described on the Tariff Schedule. The amount of dues, fees and charges is subject to change at any time and from time to time. The payment of dues, assessments, fees, state taxes, service charges, and personal and other charges as the Club may establish at any time and from time to time in its sole and absolute discretion is required to acquire and maintain Membership Usage Privileges, and is not a capital or operating assessment. The Club will not levy operating or capital assessments against Non-Resident Members.
- c) When a Home in Vasari Country Club is owned by or a Membership is issued in the name of more than one (1) person, each Owner and/or Member shall be jointly and severally liable for all dues, fees, assessments, personal and other charges and liabilities associated with the Membership, including those incurred by Transfer Members.
- d) The Club will not offer single membership assessments to Resident Members.
- e) All food, beverage, merchandise and services of the Club charged to a Member's Club account shall be billed monthly. Members' Club accounts shall be considered delinquent if not paid within thirty (30) days after the date of the monthly statement. For all delinquent accounts, the Club may suspend membership or charge privileges. The Club may, for any reason or no reason, require any or all Members to post a security deposit, in the amount determined by the Club, to cover Club charges. The requirement to post a security

deposit may be imposed based upon a Member's prior delinquency, resignation or volume of prior account charges. Past due bills will be subject to a one-time late charge and shall accrue interest per month at the lesser of 18% per year or the maximum rate permitted by applicable law, from the date of the statement until paid in full. In the event a Member's account remains unpaid for a period of sixty (60) days after the date of the monthly statement, or in the event that a Member is repeatedly delinquent in payment, Membership Usage Privileges may be involuntarily suspended without refund of any Assessment or membership fee or dues previously paid. The Club may limit the charge privileges on any Club account.

- f) If the Club account of any Member is delinquent, the Club may, at its option take, any action it deems necessary and appropriate to effect collection. If the Club commences any legal action to collect any amount owed by a Member, or to enforce any other liability of a Member to the Club, and if judgment is obtained by the Club, the Member shall also be liable for all costs and expenses of the legal action including reasonable attorneys' fees (including fees required in connection with any appellate proceedings).

2.5.3 Resignation and Resale

- a) Resident Membership pertains to Home Ownership in Vasari Country Club, and such Membership will be transferred to the purchaser or transferee of the Home, upon application.
- b) Upon the death of a Non-Resident Member, the surviving spouse of a Non-Resident Membership issued in the name of both spouses will have such Membership Usage Privileges continued without the payment of any additional Membership Fee. If such Non-Resident Membership was not issued in the name of both spouses, or the deceased Member is not survived by a spouse, or the surviving spouse does not desire to continue such Membership and so notifies the Club within six (6) months following such Member's death, the Non-Resident Membership will be deemed to have been terminated on the date of notice from such spouse or the executor or personal representative of such Member's estate, as the case may be. Non-Resident Membership is not subject to testamentary disposition.
- c) In the event married Members whose Non-Resident Membership was issued in the name of both spouses are legally separated or divorced, title to the Non-Resident Membership, including all rights and benefits associated therewith, shall vest in the spouse awarded the Non Resident Membership by separation agreement, divorce decree or other binding contract entered into by the parties. Until written notice has been provided to the Club, both spouses shall remain jointly and severally responsible for the payment of all dues and other fees associated with such Non-Resident Membership; provided, however, that upon termination of cohabitation by such spouses, only one spouse shall

be entitled to use the Club Facilities. In the event of such separation or divorce or termination of cohabitation, the Club may suspend the Membership Usage Privileges associated with such Non-Resident Membership until written notification from both spouses is provided to the Club indicating the particular party who is entitled to such Non-Resident Membership or Membership Usage Privileges. During any such period of suspension, all applicable dues and other charges shall remain due and payable.

2.5.4 Suspension of Membership Usage Privileges

- a) A Member may be fined or have his/her Membership Usage Privileges suspended and/or, if a Non-Resident, his/her Membership involuntary terminated if, in the sole judgment of the Board of Directors, the person:
 1. Exhibits unsatisfactory behavior, conduct, or appearance,
 2. Submits false information on the Membership Application or Information Statement,
 3. Permits his or her membership card to be used by anyone other than the Member,
 4. Fails to pay any amount owed to the Club within ninety (90) days.
 5. Fails to abide by the Declaration or these Rules and Regulations,
 6. Fails in or refrains from any other conduct or obligation determined by the Board of Directors as appropriate for suspension or involuntary termination, at any time and from time to time.
- b) The Board of Directors may at any time, and from time to time, fine, restrict, or suspend a Member, for a period not to exceed one (1) year, for cause or causes described in the preceding paragraph, any Member's privilege to use any or all of the Club Facilities; provided the one (1) year limit on suspension may be extended for a period not to exceed one (1) year after full payment is received if suspension was for failure to pay amounts owed to the Club in a timely manner. During a Member's suspension, dues, assessments and other charges shall continue to accrue and shall be paid in full prior to reinstatement. An administrative reinstatement fee may also be charged, and payment required, prior to reinstatement.
- c) Prior to suspension of Membership Usage Privileges for a period in excess of twenty-one (21) days, a Resident Member is entitled to a hearing as provided in the By-Laws. A Member will receive a written notice describing:
 1. the general nature of the alleged violation,
 2. the proposed sanction to be imposed,
 3. a period of not less than twenty-one (21) days within which the alleged violator may present a written request to the Board of Directors for a hearing, and

- 4. a statement that the proposed sanction shall be imposed as contained in the notice unless a hearing has been requested within the twenty-one (21) day notice period.
- d) Members will not be entitled to a hearing for failure to pay amounts owed to the Club in a timely manner.
- e) Notwithstanding anything to the contrary, Club management may refuse service, at any time in its discretion, to any Member or guest who violates these Rules and Regulations or appears under the influence of drugs or alcohol.
- f) Notwithstanding involuntary termination or suspension of Membership Usage Privileges, the subject Member shall remain liable for any and all amounts owed to the Club. No Member will be entitled to any refund of any dues or assessment on account of any such suspension, or involuntary termination of Membership.

2.5.5 Membership Cards

- a) A membership card indicating a Club account number shall be issued to each Member as well as other persons to whom Membership Usage Privileges have been extended upon payment of all applicable dues and assessments. Membership cards must be presented upon request. Membership cards are not transferable.
- b) A membership card may not be used by any persons other than the person to whom it is issued. Failure to comply with this rule may result in suspension or termination of Membership Usage Privileges.
- c) In order to protect Members from improper charges, the Club may require the presentation of membership cards at the point of sale for all transactions. Receipts will be available at point of sale, and copies thereof will not be included in the monthly statement.
- d) The Club must be notified, in writing, immediately of a lost or stolen membership card. The Member's account shall thereupon be canceled and a new account created. The Member shall be responsible for all charges placed on the account until written notification of card loss has been received by the Club.
- e) A card replacement fee may be charged for lost or stolen membership cards or in any situation where the Club account number is changed.

2.5.6 Payment Methods

- a) Credit cards (MasterCard and Visa only) may be used by Members to pay the annual assessment. A convenience fee will be added, and the Member must follow the procedures designated by club management. Additionally, credit cards may be used by Members to purchase golf shop merchandise. No other use of credit cards by Members is permitted unless the Board approves by means of Board resolution.

- b) All guests, including persons having access to the Club Facilities under reciprocal playing arrangements but with which Vasari does not have a reciprocal charging agreements, may use credit cards for purchases in the restaurant, pro shop, or golf course.
- c) The use of cash by all Members and guests is restricted to purchases from the Taverna, the food cart, and as tips for bag assistants.
- d) The General Manager and Department Heads may accept cash in their discretion and in very limited situations to satisfy customer needs or maintain normal business.

3. Rental Terms and Transfer Member Privileges

3.1 Terms

- a) Resident Members whose membership has not been suspended may lease their Home upon application, approval by the Club, and payment of the transfer fees as established, at any time and from time to time, by the Board of Directors.
- b) As per Declaration Section 4.2 and applicable Board Resolution, Resident Members who have properly leased their Homes are deemed to have transferred their Membership Usage Privileges to the lessee, and such Member shall not retain any of such rights as are associated with such Home during the term of such lease.
- c) The Resident Member shall be fully responsible for the conduct of such Member's lessees.
- d) The minimum lease term is thirty (30) days (leases comprising the entire calendar month of February for 28 or 29 days will be accepted). No more than six (6) leases may be entered into for any calendar year. Village Documents may be more restrictive than these Rules and Regulations.
- e) No lease shall be approved by the Club, unless the lease instrument contains provisions to the effect that the lessee's right to use and occupy the leased Home, along with the associated Membership Usage Privileges, shall each automatically terminate upon the delinquency (as determined by Board resolution applicable to all Owners or, if applicable, by the applicable condominium association) in the payment of any assessment or other amounts or charges relating to such Home.
- f) Subletting is strictly prohibited.
- g) If applicable, approval of leases by Village Associations is a prerequisite to approval of such leases by the Club. Resident Members who are in arrears with Village Assessments will not be approved by the Village Associations or the Club.
- h) Application Forms for Village Associations and the Master Association are available at the Clubhouse and on the Club's website.

- i) Applications for lease approvals, including completion of all forms required by the Club and a copy of the lease agreement, shall be submitted to the Club not fewer than thirty (30) days prior to the start of lease term.
- j) All applications and lease renewals shall be accompanied by the membership transfer fee then in effect. Note that Village Associations' applications may also require payment of an application fee.
- k) Applications received, or not completed in full, within fewer than twenty-one (21) days prior to the start of the lease term will be subject to a late processing fee.
- l) Should any changes be made to a lease agreement, the Club and Village Association must be notified immediately.
- m) The gatehouse shall deny access to the Club's grounds to every tenant as to whom the foregoing lease processing policies are not followed, or if processing or transfer fees are not paid, or if the Resident Member's Membership Usage Privileges have been suspended.

3.2 Transfer Member Privileges

- a) Lessees will have use of the Club Facilities as a Transfer Member.
- b) Club usage fees for Transfer Members shall be established, at any time and from time to time, by the Board of Directors.
- c) Charge privileges for use of the Club Facilities will be available to a Transfer Member. The Transfer Member is responsible for payment of all charges incurred at the Club Facilities. The Resident Member shall be fully responsible for payment of all charges incurred by a Transfer Member that are not paid within the customary billing and payment procedures of the Club.
- d) Transfer Member's Membership Usage Privileges will terminate on the earlier of the expiration of the lease term or the suspension or expiration of the Transfer Member's or the applicable Resident Member's Membership Usage Privileges.

3.3 Special Holiday Lease Policy

- a) A single transfer fee will apply for the same individual leasing the same unit with one interruption, as long as the break interval does not exceed 50 days and is between the Thanksgiving and the New Year's Holidays.
- b) The owner is permitted to use their unit and the club amenities during this Holiday interruption, while their lessee has temporarily vacated. The break period must be stipulated in the original lease. No intervening lease will be allowed.

4. Guests

4.1 General

- a) Guest privileges may be extended at any time and from time to time. The Board of Directors will establish at any time and from time to time the rate of the guest fees and guest charges.
- b) All guests shall either be houseguests or day guests. A houseguest is defined as a guest residing overnight in a Member's Home. All other guests shall be considered day guests.
- c) The sponsoring Member shall be responsible for all charges incurred by such Member's guest.
- d) The sponsoring Member is also responsible for the conduct of such Member's guest while at the Club. If the manner, deportment or appearance of any guest is deemed to be unsatisfactory, the sponsoring Member shall, at the request of the Club, require such guest to leave the Club's premises.
- e) The Club requires advance notification for all guests, whether day guests or houseguests. The method of this required notification varies based on specific guest access criteria and is discussed in more detail in the day guest, houseguest, and long term family houseguest sections that follow.
- f) The Club reserves the right to require identification from each guest.
- g) The Guest Policies MAY NOT be used to bypass the rental procedures of the Club. Use of the Guest Policies to effectuate undocumented leases, short term leases, or subletting will result in disciplinary action against the Member, such discipline to include, but not limited to, fines and suspension of Membership Usage Privileges. By registering a visitor as a guest, the Member certifies that that the visitor is a friend or family member, not a tenant, and that the sponsoring Member is not receiving any compensation for the use or occupancy of the Home.
- h) Guest privileges may be limited by the Club, at any time and from time to time, at the sole and absolute discretion of the Club. Notice of such limitation will be given by the Club.
- i) Guests of renters may not play golf before 12:30 pm in season (November 1 -April 30). Renter shall be permitted to walk the golf course without a cart when walkers are permitted by the Pro Shop. The renter may not bring a walking guest.

4.2 Day Guests:

- a) An individual day guest may not use the golf, tennis, fitness swim or card room facilities more than a cumulative total of three (3) times per month or a maximum of six (6) times per year. The General Manager may waive this limitation at any time and from time to time in his or her sole discretion. Day guests may use the dining facilities without limitation.
- b) Advance notification to the Club for day guests requires only authorization for gate access. See Section 13.1 “Gatehouse Access” for details.
- c) Day guests must be accompanied by the sponsoring Member at all times when using any of the Club Facilities, except at the discretion of the General Manager.

4.3 Houseguests:

- a) The maximum length of stay for a houseguest is two (2) weeks except for guests registered as Long Term Family houseguests (see Section 4.4). At the expiration of the houseguest registration or gate access authorization periods, renewals of houseguest privileges will be granted at the discretion of the General Manager. It is the Club’s policy that requests for long term houseguests when the sponsoring Member is not in residence shall be handled by a lease and subject to the lease provisions of these Rules.
- b) The sponsoring Member does not give up such Member’s Membership Usage Privileges for the period during which the houseguest is in residence.
- c) Advance notification to the Club for houseguests that will be visiting the sponsoring Member while the Member is also occupying the Home and will not be using the Club Facilities unaccompanied by the sponsoring Member requires only authorization for gate access. See Section 13.1 “Gatehouse Access” for details.
- d) Advance notification to the Club by submission of a signed houseguest Registration Form at least five (5) business days prior to the arrival of the guest is required if ANY of the following criteria apply:
 - 1. The sponsoring Member wishes the houseguest to be able to use the Club Facilities unaccompanied by such Member OR,
 - 2. The sponsoring Member will NOT be occupying the Home during the houseguest visit OR,
 - 3. The sponsoring Member wishes to register a Long Term Family houseguest (see section 4.4).

- e) Registered houseguests will be issued a temporary membership card.
- f) In addition to all daily use fees, registered houseguests may be charged a temporary membership fee as determined by the Club at any time and from time to time. The temporary membership fee will be on a per week basis and shall not be prorated for actual time the houseguest is in residence.
- g) Upon approval by the Club, a registered houseguest may be issued temporary charge privileges. The houseguest will have the opportunity to pay his or her charges at the end of his or her stay at the Club.
- h) The Club must be notified of a cancellation at least two (2) days prior to the arrival date of a registered houseguest. Failure to advise the Club of a cancellation may result in the Member's account being charged the full houseguest fee.
- i) A Member may not submit more than six (6) houseguest registration forms for houseguests that use the Member's Home during periods when the Member is not also occupying the Home during any calendar year. There is no limit to the number of houseguests a Member may have when the Member is also occupying the Home, but the total number of times a Member's houseguests may use the Club facilities may be restricted to best serve the entire Club.

4.4 Long Term Family Houseguest

The Club recognizes that a Resident Member may from time to time have a family member who is not eligible for Membership Usage Privileges living with them for an extended period of time but who needs regular access through the gate. Such family members may be registered as a long term family houseguest by application to the Club under the following criteria:

- a) The individual must be a family member within three (3) degrees of consanguinity: parents/children, siblings/grandparents/grandchildren, great grandparents/great grandchildren/aunt/uncle/ niece/nephew. Exceptions can be made at the discretion of the General Manager
- b) The individual's Principal Residence or Vasari seasonal residence must be the same as that of the sponsoring Resident Member. In the event that the guest is in the process of changing Principal Residence, the initial registration will be valid for one (1) month only but may be extended upon review by the Club.
- c) The maximum length of stay shall not exceed one (1) calendar year, but may be renewed by the sponsoring Resident Member upon request and review by the Club.
- d) Application and temporary membership fees may be charged as determined by the Club at any time and from time to time.

- e) Temporary membership cards, charging privileges, and bar codes may be issued for the term of the houseguest registration.
- f) Usage Privileges for long term family houseguests may be restricted to best serve the entire Club Membership.

5. Children

- a) Children under sixteen (16) years of age are permitted on the Club Facilities only if accompanied or supervised by an adult, unless participating in organized activities sponsored by the Club
- b) Children under eighteen (18) years of age must be certificated by the golf professional as to etiquette and level of play prior to unaccompanied use of the golf facilities.
- c) Children under the legal drinking age are not allowed in any bar area, unless accompanied by an adult.
- d) Children present in the Clubhouse must be controlled from disrupting the comfort of other guests; for example, no running, or screaming.

6. Safety and Security

6.1 Gate Access

Bar Codes will be issued to Resident Members, Non-Resident Members, Transfer Members (for the term of their lease), Long Term Family houseguests and other persons authorized by the General Manager. This bar code will allow access through the automatic gate. All bar codes shall be affixed to vehicles by Club employees. Members may also enter through the visitor gate by showing their membership cards.

All visitors to the Club may be required to show a picture ID and must be pre-authorized through the gate in one of the following ways:

- a) Transfer Members who are just arriving and are on the list of approved leases provided to the gatehouse by the Club will be authorized through the visitor gate with a day pass for up to 72 hours to allow them time to have their bar codes issued and affixed to their vehicles.
- b) Day guests may be authorized by calling the automated gate access system. Picture ID required for access.

- c) Each Resident Member shall have a permanent visitor list that allows routine access through the visitor gate to frequent day guests or vendors. Guests will be issued a day guest gate pass. The list is maintained as follows:
 - 1. The list may contain up to 6 day guests and their immediate family (spouse and Dependent Children).
 - 2. The list may contain unlimited number of contracted vendors such as NC service, home watch service, cleaning services. Vendors that are not in marked vehicles and wearing uniforms must be clearly identified as such on the list.
 - 3. Guests may be added to the day guest portion of the list only during September of each year, whenever a new membership application is filed, or by approval of the General Manager.
 - 4. Deletions may be made at any time.
 - 5. The day guest portion of the list will be inactive during the term of an active lease of the Resident Member's Home.
- d) Persons approved by the Club as houseguests will be granted access for the term of their stay.
- e) Utility and Delivery Services such as Comcast, FPL, Embarq, garbage collection, UPS, FedEx, and U.S. Mail will be allowed through the visitors gate if driving marked vehicles with uniformed drivers.
- f) Persons on the golf tee sheet or tennis court sheet for the day will be admitted as day guests or reciprocal guests.
- g) Vendors to the Club as authorized by the General Manager and his staff.

7. Architectural Review Committee

- a) The goal of the Architectural Review Committee (ARC) is to assure that all Properties, both common and residential, adhere to strict aesthetic standards in order to maintain the allure of the Club and to maintain and enhance the value of Homes within the community.
- b) The Architectural Review Committee maintains the “**ARC ABC Standards, Guidelines and Procedures**” document to provide specific guidelines to Owners. This document can be obtained from the Club administration office, and is also available on the Club's website
- c) Any modification and/ or improvement to an Owner's property or landscaping visible from the exterior requires prior approval through the submission of an ARC Request Form, including all necessary descriptive information.
- d) ARC Request Forms are available on the Club's website or may be obtained from the Club administration offices.

8. Dress Codes

8.1. General

- a) The following dress code applies to all adults, including guests, and to children age 6 or older. Children under the age of 6 are expected to be dressed in neat and clean clothing appropriate for the age and the environment.
- b) The dress code is mandatory. Members and guests who are improperly dressed will be asked to change or leave the premises. If you are in doubt concerning your attire, please check with the management.
- c) Shirts and shoes or sandals are required at all times in all Club Facilities except the enclosed swimming pool area during open hours of the pool. Shirts must be tucked in at all times.

8.2. Responsibility/Authority

- a) Club management is responsible for, and authorized to enforce, the dress code regulations in all Club Facilities.
- b) The Tennis staff is responsible for, and authorized to enforce, the dress code regulations in the Tennis area.
- c) The Golf Course staff is responsible for, and authorized to enforce, the dress code regulations in the pro shop, practice areas, and on the golf course.
- d) At the discretion of Club management, the dress code may be altered to accommodate a special event or theme party. Members/ guests will be notified in advance of the change.
- e) Members are required to ensure that their guests comply with the dress code requirements.

8.3. Prohibited in the Clubhouse at Any Time

- a) Hats for men (except in the Pro Shop)
- b) Denim of any kind or color
- c) Athletic sportswear including running shorts, swimwear, exercise wear, sweat pants/shirts
- d) Athletic tank or halter/bare, midriff tops
- e) Shorts or skirts shorter than 4 inches above the knee
- f) Beach flip-flops
- g) Football shirts
- h) Cut-offs, "ragged", camouflage, or cargo style shorts/pants.

8. 4. Clubhouse Main Floor

- a) The Clubhouse main floor includes all dining and bar areas, meeting rooms, and office areas open to the membership on the upper level of the Clubhouse.
- b) Dinner/Evening:
 - 1. Appropriate resort wear for men and women shall be worn in the dining room or grill room at dinner or Club social events.
 - 2. Women's wear should be of appropriate style and good taste. Slacks, skirts, or Capri pants are preferred for dinner, but dress shorts are acceptable.
 - 3. Men may wear collared or mock turtle neck shirts with short or long sleeves; slacks are preferred but dress type shorts are allowed at dinner.
 - 4. Men are not required to wear ties or jackets unless stated for a specific Club event.
 - 5. Golf shoes are not permitted in the dining room at dinner.

b)Lunch:

- 1. Golf attire and golf shoes may be worn at lunch or specifically identified Club meetings/events; shirts must be tucked in at all times.
- 2. Tennis attire is acceptable at lunch only.

8. 5. Clubhouse Lower Level

- a) The Clubhouse lower level consists of the Pro Shop and Taverna.
- b) Same requirements as for golf course or the Clubhouse main floor, except:
- c) Fitness wear, or swim wear with cover-up may be worn outside of the Taverna while purchasing refreshments

8. 6. Golf:

8.6.1. Shoes

Golf shoes are required at all times on the course. Golf shoes or sneakers that look like athletic golf shoes may be worn on the practice range or putting green; only non-metal spikes permitted.

8.6.2. Men:

- a) Shirts
 - 1. Collared or mock turtleneck golf shirts with short or long sleeves shall be worn.
 - 2. Logos on the shirt are permitted if plain with no phrases, slogans, or pictures.

3. Shirts must be tucked in at all times.
4. Shorts or skirts are to be no shorter than mid-thigh length.
5. Slacks may be worn at any time.

8.6.3. Women:

- a) Shirts and Tops
 1. Golf shirts and tops with sleeves may be worn at any time.
 2. Sleeveless shirts and tops must be collared, mock turtleneck, or have high neck tops.
 3. Shirts and Tops shall be tucked in unless specifically designed to be worn out.
- b) Shorts or skirts are to be no shorter than mid-thigh length.
- c) Slacks and Capri pants may be worn at any time.

8.6.4. Prohibited for All:

- a) Denim of any kind or color
- b) Athletic sportswear including running shorts, swimwear, exercise wear, sweat pants/shirts, athletic suits
- c) Tank tops, tee shirts, halter or bare midriff tops, string tops, football shirts
- d) Shorts or skirts are to be no shorter than mid-thigh length.
- a) Tennis wear
- a) Jeans, cur-offs, “ragged”, camouflage, or cargo style shorts/ pants

8.7. Tennis:

- a) Shirts must be worn at all times.
- b) Shirts, shorts, and skirts shall be proper tennis attire.
- c) Tennis warm-up suits are acceptable.
- d) Shoes shall be regulation type with smooth soles.

8.7.1. Prohibited at all times

- a) Denim of any kind or color
- b) Athletic sportswear including running shorts, swimwear, exercise wear, sweat pants/shirts
- c) Tank or halter/bare midriff tops
- d) Bermuda shorts, jams, slacks, cut-offs, “ragged”, camouflage, or cargo style shorts/pants

8.8 Fitness:

- a) Shirts must be worn at all times.
- b) For men, gym shorts and shirts are required.
- c) For women, gym shorts and shirts and/or leotards are required.
- d) Appropriate gym shoes or sneakers must be worn at all times.
- e) For safety as well as security, wearing jewelry is not recommended.
- a) Fitness clothes are not appropriate to be worn in the Clubhouse.

8.8.1. Prohibited at All Times:

- a) Denim of any kind or color
- b) Cut-offs
- c) Swimwear
- d) Slacks
- e) Halter tops
- f) Street shoes; beach flip-flops

9. Dining, Special Events, and Other Functions

The Club provides a variety of social, cultural and recreational events at the Club Facilities. Activities will be publicized by the Club from time to time.

9.1 Reservations and Cancellations

- a) Reservations are required for dinner and all special events. Reservations are taken on a first-call, first choice basis by pre registering with appropriate personnel.
- b) Dining reservations will be held for fifteen (15) minutes after the reserved time.
- c) Reservations for Special Events can be made one (1) month ahead of time unless otherwise specified.
- d) Reservations for special events must be cancelled not later than twenty-four (24) hours prior to the scheduled event. If a Member does not properly cancel or attend such event, he/she will be charged for the event.
- e) Reservations for activities scheduled off property, where transportation is provided by the Club, must be paid by Member charge or, if applicable, cancelled, at least 30 days in advance of such activity. Members canceling within such 30-day period will be placed on a waiting list for a possible buyer and available positions will be assigned to buyers on a "first on, first off" basis. If no buyer takes the place of the canceling Member, the Member will be charged for the activity, unless Vasari cancels the event.

- f) A reservation for New Year's Eve can be made two (2) months ahead of time. A reservation for the New Year's Eve special event must be cancelled not later than forty-eight (48) hours ahead of time or the Member will be charged for the event.
- g) Special Events with limited seating will be open to Member-only reservations one (1) month in advance; guest reservations will be accepted fifteen (15) days prior to the event, if space is available.

9.2 Gratuities and Tipping

- a) Cash tipping of employees, other than bag boys, valets, and locker attendants, is not permitted.
- b) A gratuity in the amount determined by the Board of Directors will be added to all food and beverage charges. The gratuity is voluntary and is added solely for the convenience of the Member. Members may increase or decrease the gratuity as they deem appropriate.
- c) Each year, the Club will establish a Holiday Fund for employees and will solicit voluntary contributions. There are many people employed by the Club, ranging from those in the office administration to those in Club services, and the Holiday Fund provides an opportunity to show the Club's appreciation for the employees' efforts. The Board of Directors shall be responsible for the equitable distribution of the Holiday Fund.

9.3 Private Parties

- a) The Club wishes to encourage the use of the Clubhouse facilities for private parties, on any day or evening, provided such use does not interfere with the normal operation of the Club Facilities or with the services regularly available. Persons are requested to make reservations with the Food & Beverage Director for available dates and arrangements.
- b) Private parties are not permitted on the Club Facilities unless prior approval is obtained from the Food & Beverage Director. A security deposit may be required for any party. The individual sponsoring the private party shall be responsible for any damage caused by the installation or removal of party decor and shall be responsible for the removal of all party decor.

9.4 Charitable Functions

- a) No event for the purpose of supporting any charitable organization or purpose shall be presented or advertised in any manner stating or suggesting that it is sponsored or approved by the Club or the Board, unless and until such even is specifically approved by the Board.
- b) No portion of the costs incurred in connection with any such event shall be subsidized or underwritten by the Club, unless and until such subsidy or underwriting is specifically approved by the Board.
- c) No solicitations in respect of any such event shall be permitted on or within the property owned or controlled by the Club, except in accordance with the Club's Communications Policy.

10. General Rules

10.1 Hours of Club Operation

The hours of operation of the Club Facilities will be established and published by the Board of Directors from time to time.

10.2 Alcoholic Beverages and Food

- a) Alcoholic beverages will not be served or sold, nor permitted to be consumed, on the Club Facilities during hours or at locations prohibited by law. No alcoholic beverages will be sold or served to any person not permitted to purchase the same under the laws of the State of Florida.
- b) Employees are not permitted to deliver food or liquor outside areas designated by the Board of Directors.
- c) All food and beverage consumed on the Club Facilities shall be furnished by or at the direction of the Club.

10.3 Employee Services

It is unbecoming and shall be grounds for disciplinary action for any person to abuse any of the Club's employees, orally or otherwise. Any employee not rendering courteous and prompt service should be reported to the General Manager immediately.

10.4 Service Areas

Unauthorized personnel are not allowed in the service areas within the Club Facilities.

10.5 Entertainment

No performance by entertainers will be permitted at the Club Facilities without the permission of the Board of Directors.

10.6 Social Clubs

- a) Formation of social clubs by Members, such as book clubs, card clubs, game clubs, and luncheon clubs, is encouraged.
- b) To start a new social club, contact the Membership Director for the proper procedure.
- c) Social club events must be scheduled with, and approved by, the Clubhouse Manager.

10.7 Pets and Animals

Declaration Section 14.4 applies to pets and animals and any Owner or Member who intends to bring pets or animals onto the Properties, or allow their guests, invitees, or lessees to do so, should become familiar with the contents of that section. Below are several Rules adapted from that section that apply to the most common situations:

- a) Dogs or other pets (with the exception of service dogs for the physically challenged) are not permitted on the Club Facilities including the golf course.
- b) Dogs must be kept on a leash of length no greater than fifteen (15) feet at all times.
- c) Pit Bulls and breeds crossbred with pit bulls are not allowed.
- d) Cats are not allowed to roam freely outside of a Member's Home.
- e) All persons who take a pet onto the Properties shall be responsible for removing solid waste and disposing of it properly in a closed container.
- f) Any pets that endanger the health of other persons, make objectionable noise, or constitute a nuisance or inconvenience to the other Owners shall be removed upon request of the Board.

10.8 Cellular Phones

Cell phones must be put on "vibrate" or turned off when in the Clubhouse. When answering or placing a cell phone call, please go to an outside area and away from other persons.

10.9 Parking and Traffic

- a) All Members and their guests shall obey posted traffic signs and speed limits.
- b) Parking is allowed only in designated parking areas. Parking is prohibited on lawns and common areas, or in any manner which blocks pedestrian sidewalk right of way across driveways. On-street parking is prohibited, except for service or construction vehicles temporarily parked to provide service to a lot or other portion of the Property.
- c) No parking is allowed in the entrance circle of the Clubhouse.
- d) On-street parking is prohibited at all times except for special events per Section 14.2 of the Declarations. Special events for which on-street parking is permitted shall include A) parking by Vasari residents and non-residents who are visiting a Vasari resident and B) parking by Vasari residents when their garage or parking space is inaccessible because the space or driveway is being sealed or repaired or a service vehicle must use the space or driveway. In both cases, on-street parking is limited to 6 hours a day between 6:00 am and 12:00 am. On-street parking is prohibited for all vehicles between 12:00 am and 6:00 am.
- e) No commercial vehicles, campers, mobile homes, trailers of any kind, recreational vehicles, boats or vans (other than passenger vans) shall be permitted to be parked or to be stored at any place within the Properties, except in fully enclosed garages or in areas specifically designated, if any, by the Club.
- f) No person may conduct repairs (except in an emergency) or restorations of any vehicle upon any portion of the Properties, except in an enclosed area with the doors closed or in a portion of the Properties, if any, designated for that use by the Club.
- g) The Club may impose fines or tow vehicles in violation of these Parking and Traffic rules in accordance with the provisions of Sections 14.2 and 14.3 of the Declaration.

10.10 Smoking

- a) Smoking is prohibited in all portions of the Clubhouse, Fitness Center and Tennis Courts. For purposes of this provision, the ban on smoking shall include the use of Electronic Nicotine Delivery Systems (E-Cigarettes).
- b) Designated smoking areas are available outside the Clubhouse front entrance, outside the pro shop entrance, certain portions of the patio outside the Taverna, and selected areas of the pool enclosure.
- c) Smoking is permitted on the golf course and other outside common areas, but smokers are required to fully extinguish cigarettes and properly dispose of cigarette butts and to defer to the requests of non-smokers who may be offended.

10.11 Bicycles, Rollerblades, Skateboards, Scooters, etc

- a) Skateboards and scooters are prohibited on the Properties except in private driveways.
- b) Bicycles and rollerblades are prohibited on the cart paths, tennis courts, the bag drop and cart assembly area, the circular drive entrance to the Clubhouse, parking lots, and all sidewalks and walking paths on the Properties, but may be used on the paved streets.
- c) Bicyclists and rollerbladers shall endeavor to move in a predictable fashion and shall move in the direction of traffic, not opposed to it.
- d) Bicycles may only be parked in the common areas of the Club in the bicycle racks near the Fitness Center entrance or any other bicycle racks that may be provided by the Club or Villages. The villages of Trieste and Matera owners, renters or guests may park no more than two adult bicycles, as defined below, in the covered parking areas for vehicles. Enforcement of this policy is the responsibility of the Master Village Associations of Trieste and Matera and the sub-associations of Trieste and Matera.

10.12 Golf Course and Cart Path Use

- a) Golf cart paths and the golf course are intended only for use for the play of golf. No persons shall be permitted to jog, walk, roller skate, bike, roller blade along the golf cart paths or any other portion of the golf course, unless prior written approval of the Club management has been obtained.
- b) Golfers, during a normal round of golf, are allowed to enter a Lot to retrieve an errant golf ball (see Declaration Section 14.20, Easement for Golf Balls). However, golfers must adhere to the USGA rule of a maximum of five (5) minutes to search for a lost ball. Common courtesy would dictate that if occupants are present, the golfer would request permission to enter the Lot and for such occupants to allow such entry or return the ball to the golfer if it is clearly visible. At no other times are Members and their guests or invitees allowed to enter Lots or the golf course to search for golf balls.

10.13 Garbage Disposal and Collection

- a) No rubbish, trash, garbage or other waste material shall be kept or permitted on the Properties except in containers with covers or lids or in recycle bins located in appropriate areas.
- b) All such containers shall not be visible from rights-of-way, common areas and adjacent Homes except for the minimum time necessary for collection. For Villages with curbside collection, containers shall be stored in enclosed garages and placed curbside no earlier than dusk the day prior to collection, and empty containers shall be removed from the curbside by dusk on the day of collection.

- c) No trash or garbage is allowed to be placed curbside except in covered containers or recycle bins.
- d) Appliance, electronic items, and other large items may be scheduled for pickup with the waste disposal vendor. These items may be placed curbside only on the scheduled day of collection.
- e) Plant waste may be placed neatly curbside for collection by the landscape maintenance contractors at dusk on the evening prior to regularly scheduled lawn service in the Village.
- f) All Members that wish to rent their Homes in the Villages with curbside pickup should provide their renters with at least two covered garbage cans and at least one recycle bin.

10.13.1. Dumpsters

- a) The garbage dumpsters at the Trieste and Matera Villages are for the exclusive use of the Members, guests, and lessees who reside in those Villages and **MAY NOT BE USED** by other persons.
- b) The dumpsters on the west side of the Clubhouse will be available for occupants of Homes seven days per week dawn to dusk to use when leaving the Properties for an extended period prior to curbside collection day or when other unusual needs exist. Household garbage and cardboard dumpsters are at the rear of the delivery entrance on the left side of the Clubhouse.
- c) The dumpsters at the Clubhouse are for household garbage and cardboard only.
- d) **NO** construction materials, furniture, electronics, white goods or large bulky items are accepted. Cardboard must be broken down, flattened and placed in the appropriate dumpster.

10.14 Street Side Carriage Lighting

- a) The residential Homes in the community are designed to have street-side carriage lighting that is activated by light sensors to provide light from dusk to dawn to protect the Homes and enhance pedestrian safety.
- b) This lighting is required to remain illuminated from dusk to dawn, irrespective of whether the Home is occupied.
- c) Each Owner is responsible to assure compliance with respect to their Home.

- d) The General Manager is authorized to notify any Owner whose Home is not in compliance and further authorized to levy a fine in accordance with Resolution by the Board of Directors if the non compliance continues beyond 21 days from such notification.
- e) Note: The General Manager has arranged for maintenance services on these lights to be available from a contract handyman. Contact the Club if you need this service.

10.15 Real Estate Signage

- a) No “For Sale” Signs are permitted.
- b) For Open Houses the following rules apply:
 - 1. One 18 X 24 green on tan “open house” sign, as available through the Board of Realtors®, will be permitted in front of the host residence.
 - 2. In multi-family structures, one small 12 X 18 “open house” sign may be affixed to the door of the actual unit.
 - 3. One 18 X 24 green on tan directional sign, as available through the Board of Realtors®, may be posted at the corner of the street intersecting that on which the open house is being conducted. No modifications (logo, address, phone#, etc) are permitted to be made to the directional sign.
 - 4. “Open house” signs may be posted for actual open houses between 9:00am and 5:00pm only.
- c) No other promotional or marketing material may be displayed. A non-exclusive list of such other prohibited materials includes flags, balloons, banners, signs in or on vehicles, arrows, broker signage, or signs in residence windows or doors. No modification to the Realtors® stock signage is permitted.

10.16 Solicitation/Advertisement/Petitions

- a) Except as permitted by the Board of Directors, no commercial advertisements shall be posted or circulated on the Club Facilities; nor shall solicitations of any kind be made on the Club Facilities.
- b) Other than as permitted by the Board of Directors, no petition shall be originated, solicited, circulated or posted within the Club Facilities.

10.17 Condition of Home and Nuisances

- a) No item, plant, animal, or device shall be stored or maintained on a Home that might become a nuisance to the occupants of the surrounding Homes.
- b) No activity shall be carried out on a Home that might reasonably be expected to be a nuisance to the occupants of the surrounding Homes.
- c) Community Standards have been developed to ensure that Vasari Maintains and Enhances the Values and Allure described in our Mission Statement; to convey a Positive image within and outside our gates; and to focus Community Expectations so that compliance is the NORM and deviations become obvious and unacceptable.
 1. It is every Member's and/or Association Board's responsibility to prevent any unclean, unsightly or unkempt exterior conditions (per the Declarations). It is the responsibility of all Vasari Members and/ or Association Boards to know and understand the Community Standards and what is expected of them to maintain these Standards.
 2. Every neighborhood within Vasari will be checked for compliance with the Community Standards during February/ March and September/October, annually. The standards address maintenance and repair items such as roofs, pavers, paint, fascia boards, lanais, torn or missing screens, cracked or missing windows, awnings, light fixtures, pools, mailboxes, etc. Landscape issues will be the responsibility of ARC.
 3. If a violation has been identified, an initial letter will be sent that a maintenance issue has been noted with a picture(s) to confirm the violation. If there has been no response within two (2) weeks, a second letter will be sent outlining the consequences. If there is no response four (4) weeks after the second letter, the violation will be referred to the Hearing Committee. It should be noted that Owners/Association Boards are responsible for timely corrections whether they are currently in residence at the time or not.
- d) No person shall, at any time the golf course is open for play, engage in any obnoxious, unpleasant, unsightly, or offensive activity which shall interfere with any player's performance on, or use of, the golf course.

10.18 Lakes, Preserves, and Wildlife

- a) All lakes, ponds, and streams within the Properties are designated as aesthetic amenities only; no swimming, boating, playing, or fishing is permitted.

- b) Access is restricted to several areas within the Properties that have been designated as conservation, preservation, or buffer areas for the purposes of protection of wetlands, endangered and protected species, and preservation of valuable habitat.

10.19 Permanent Storm Shutters

Permanent storm shutters which are installed as permitted by the last sentence of Section 14.28.12 of the Declaration with the approval of the Architectural Review Committee may be deployed not earlier than June 1, and must be retracted not later than November 30, of a particular calendar year and as otherwise permitted by such Section in respect of temporary storm shutters (referring to hurricane warnings which may be issued prior to or after such respective dates).

10.20 Gifts to the Club

The Club shall not accept gifts of art, furniture, decor, and other such decorative items in order to maintain a well-planned, cohesive design style in the common areas, both interior and exterior. Cash donations are always appreciated, if they come without “strings.”

10.21 Whistleblower Protection

In order to increase efficiency, deter wrongful or illegal conduct, and better enforce the high ethical standards that we expect from all members and employees, Vasari Country Club adopts this Whistleblower Protection Policy. Members and employees have the right to voice their concerns to management about any activity, policy or practice of Vasari Country Club which is reasonably believed to be in violation of a law, rule, policy, or regulation that is applicable to our business. Members and employees also have the right to object to, or refuse to participate in any activity, policy, or practice of Vasari Country Club believed to be in violation of a law, rule, policy, or regulation that is applicable to our operation. Member and employees are not expected or authorized to conduct their own investigations into alleged wrongdoing. Instead, they should leave appropriate corrective measures to Vasari Country Club.

Due to the serious nature of these matters and in order for Vasari Country Club to better respond to such concerns, we ask that you write them down and address them to your immediate supervisor (for an employee), the Controller, General Manager/COO, or the President of Vasari Country Club. Confidentiality will be preserved to the extent possible, although an effective response may require Vasari Country Club to disclose the concern to appropriate personnel. Applicable Federal, State, and local laws prohibit retaliation against an employee or member for simply bringing his or her concerns to the attention of Vasari Country Club. However, everyone must understand that this policy does not give anyone the right to bring false or malicious claims, nor to pursue minor grievances that do not impact on an activity, policy or practice of Vasari Country Club, as opposed to action of an individual with whom the employee or member may be having a dispute.

Disputes of an individual nature should be taken up under Vasari Country Club's normal complaint process. Vasari Country Club will take all Whistle Blower concerns seriously. Conversely, false or malicious claims will not be tolerated and will result in appropriate disciplinary action against the maker. Any questions regarding this policy should be directed to the General Manager/COO or the President of the Vasari Master Association Board.

11. Golf

11.1 General Golf Rules

- a) All persons must register at the Golfro Shop before beginning play.
- b) United States Golf Association rules shall govern all play, except when modified by local rules.
- c) "Cutting-in" is not permitted at any time. Play must only be commenced at the first hole unless otherwise permitted or directed by the Golf Professional.
- d) Practice is not allowed on the golf course. The practice range, if available, and the practice putting and chipping greens should be used for all practice.
- e) Each group is responsible for maintaining a proper pace of play. See next section "Pace of Play" for details.
- f) Players who stop after any hole for any reason may not delay the following foursome and are expected to give way in order to maintain continuity of play.
- g) All tournament play must be approved in advance by the Club.
- h) The course ranger has full authority on the golf course to enforce all rules and speed of play.
- i) Each player must have his or her own set of golf clubs.
- j) "Course Closed" and "Hole Closed" signs are to be adhered to without exception.
- k) All Members should be prepared to present his/ her membership card when registering.
- l) Proper golf attire is required (see Dress Code).
- m) Golf cart paths and the golf course are intended only for use for the play of golf. No persons shall be permitted to jog, walk, roller skate, bike, roller blade along the golf cart paths or any other portion of the golf course, unless prior written approval of the Club management has been obtained.
- n) Walking golfers will be permitted after 4pm from November through April, and after 3 pm the rest of the year. All walking golfers must obtain a tee time, must check in at the pro shop before starting play, and must start on hole #1 unless directed otherwise by the pro shop staff

- o) On days where tee times are assigned in dual shotgun starts, a \$2.00 charge will be added to the fees for each player to compensate the bag assistants, who shall decline cash tips on those days.
- p) Guest play will be limited to 10a.m. or later from January through March, beginning in 2012. Chelsea penalty point rankings for guest requests will no longer occur.
- q) All Chelsea requests that include guests must include the guest name.
- r) If a Chelsea request is made for a guest and someone else shows up to play, that person must pay the guest fee regardless of whether they would normally play for a different fee.
- s) The Pro Shop is authorized to take other steps, as they deem appropriate, to penalize those who attempt to 'game' the Chelsea system.
- t) The Pro Shop is authorized to establish different sign-up lead times for owner members and renters for those events that might reasonably be sold out.

11.2 Pace of Play

Each person using the golf course should do his part to make a round of golf at the Club Facilities a pleasant experience for everyone. Pace of play is most important. Your group should remain in contact with the group in front of you. The USGA has pace rated the Golf Course at 4 hours and 11 minutes. Each group is responsible for maintaining a pace of play to finish 18 holes within the rated time. Each group must either be within one hole of the group in front of them or within the pace of play guidelines. The rangers will monitor pace of play, and all groups must follow ranger instructions. Following are some suggestions for maintaining pace of play:

- a) Do not waste time. Be ready to make your shot when it is your turn to play and don't be afraid to shoot out of turn if doing so will contribute significantly to the progress of your group.
- b) 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.
- c) 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.
- d) If you are not maintaining the proper pace of play, please consider skipping a hole. In general, the course is too tightly booked for you to allow a group to play through. The ranger may ask you to pick up and make contact with group in front of you.

11.3 Golf Tee Times (the “Chelsea” system)

- a) All players must have a tee time and all player names are required for a tee time request.
- b) No more than four players are permitted in a single group.
- c) Tee time requests can be made for one to four players per group. The pro shop and tee time request system may add additional players to any group of less than four. The reservation policy for tee times will be determined by the Board of Directors from time to time. Said policy may include a tee time allocation system that will consider prior play history in fairly allocating tee times.
- d) Tee time changes must be approved by the Golf Staff.
- e) Please notify the Pro Shop of any cancellation as soon as possible. All cancellations for tee times must be made at least four hours prior to tee time. Cancellations for tee times that are reserved for the morning between the hours of 7:30am and 11:30am must be made by closing time the night before (5:30pm), or be made by leaving a message on the Golf Shop answering machine after closing hours. Penalties for canceling after these times or for a “no show” on a reserved tee time is a full 18 hole cart fee and a full Chelsea point for each player.

f) Gaming the System

The Chelsea system is designed to assign tee times on an equitable basis for all Members. When a Member requests a tee time that includes a Member with low Chelsea points who will not be playing for the purpose of gaining priority for obtaining a tee time or a preferred tee time, it is considered Gaming the System.

1. Disciplinary actions

The first time a Member is caught Gaming the System that Member will receive a written warning from the Head Golf Professional. The second infraction will result in a penalty of 10 Chelsea penalty points and the loss of the tee time which was obtained through this play. The third infraction will result in the loss of the tee time, the suspension of the Member’s Chelsea and playing privileges for 30 days, and all members in the request will be charged the appropriate fee for a tee time. Any subsequent infraction will result in the same 30 day suspension of privileges and billing of all Members for the tee time.

11.4 Rain Check Policy

When rain prevails and causes the termination of play:

- a) A rain check for that day’s greens and/or cart fees may be granted as determined by the golf shop staff and can be used to pay greens and/or cart fees on a later play date

- b) Rain Checks will only be issued on that day of play, and it will be the sole responsibility of the player to apply for a rain check from the golf shop.
- c) At the discretion of the golf shop staff, Resident Members may apply rain checks as a credit to their accounts.

11.5 Driving Range

- a) All players wishing to practice on the range must check in at the golf shop and will be given a range pass.
- b) Range balls are for use on the driving range only. Range balls are not permitted to be used on the golf course.
- c) Range balls are available at the driving range.
- d) Balls must be hit from designated areas only.
- e) Proper golf attire is required at all times on the driving range (see Dress Code, Section 7).

11.6 Golf Cart Rules

- a) Golf carts shall not be used by a Member or guest without proper assignment and registration in the golf shop.
- b) Each operator of a golf cart must be at least sixteen (16) years of age and have a valid automobile driver's license.
- c) No more than two (2) people and no more than two (2) sets of golf clubs per golf cart are permitted.
- d) Obey all traffic signs.
- e) Except on a cart path, do not drive a golf cart beyond the colored no drive stakes located in front of the greens.
- f) Be careful to avoid soft areas on fairways, especially after rains. Use the roughs wherever possible.
- g) Operation of a golf cart is at the risk of the operator. Cost of repair to a golf cart damaged by a Member will be charged to such Member or, in the case of damage by guest, to the sponsoring Member.
- h) When a "Cart Path Only" sign is posted, it must be strictly followed.
- i) Only Vasari golf carts may be used, and their use is limited for the play of golf only. Carts may not be removed from the golf facilities, unless otherwise approved by Club management. All carts must be immediately returned to the cart return area after completing golf play or driving range activity.
- j) Handicap Golf Cart

Vasari Country Club may allow the use of a handicap golf cart for Members in need to be used on the golf course. The golf cart must be purchased by the Members, stored in the resident's garage, must be electric, and the style and color must be approved by the General

Manager. The Member must provide proof of insurance covering damage and liability. The Member must abide by all rules that apply to regular golf carts and pay appropriate cart fees. Each handicap golf cart must be approved by the Board of Directors. This rule is not intended to allow the use of a private golf cart when the use of a handicap flag could reasonably meet the member's need.

11.7 Handicaps

- a) Handicaps are computed under the supervision of the Golf Professional in accordance with current USGA recommendations.
- b) Accurate records are to be kept of scores must be turned in and posted for all full rounds played.
- c) Members should familiarize themselves with the USGA handicap scoring system which has several provisions for posting a valid score when a hole or a round cannot be completed.
- d) The Club's Handicap Committee will assist the Pro Shop Staff to assure that Club Handicaps are current, accurate, and applied equitably for Club sponsored events.

11.8 Golf Course Etiquette

Each person using the golf course should do his part to maintain the golf course in best possible condition:

- a) Repair your ball marks on the greens.
- b) Any divots made in the fairways should be filled with sand contained in the sand buckets located on the golf course and on the golf carts.
- c) Carefully rake sand traps after use and leave the rakes in the traps.

12. Tennis

- a) Court reservations may be made by phoning or stopping by the tennis shop. The names of all players must be given when reserving a court time. Day guests whose names are on the court sheet provided to the gatehouse will be required to show picture ID at the gate and be given a day pass to enter the Club.
- b) All players must check in and register at the tennis shop ten (10) minutes prior to their starting time or the court will be released to the first name on the waiting list.
- c) All players who fail to cancel their reservation a minimum of one (1) hour prior to their scheduled court time or who do not register ten (10) minutes prior to their court time may be charged a fee.
- d) Each Member may reserve two (2) courts per day as long as the same individual is not using both courts.

- e) At the end of the reserved period, players must promptly relinquish their court to the next reserving players. Once a Member is off a court, the Member may sign up for the next available court.
- f) Playing on a court constitutes having that court reserved (i.e., Smith may not play on Jones' court at 9:00 a.m. and have a court in his own name at 10:30 a.m.).
- g) Singles and doubles may reserve a court for an hour and a half (except for certain times designated by the Tennis Professional when singles play may be limited).
- h) Proper tennis etiquette should be observed at all times. Excessive noise, racquet throwing, profanity or crossing another player's court will not be permitted at any time.
- i) A limited number of courts may be available for night play. For night play, a light fee may be charged. If a reservation is made and not cancelled, the fee will be charged to the Member's account.
- j) Ball machines may be used at the discretion of the Tennis Professional. A fee may be charged for use of a ball machine.
- k) Use of the tennis courts and facilities shall, at all times, be subject to the control of the Tennis Professional. The Tennis Professional shall determine the suitability of the tennis courts for play. Courts will be dosed when necessary for maintenance operations or when dictated by safety considerations or by reason of adverse weather conditions as determined by the Tennis Professional in his sole discretion.
- l) The Tennis Professional is authorized to implement temporary rules as may be necessary during peak periods of play and tournaments, including, without limitation:
 1. Certain courts may be reserved for tennis instruction at all times, except during tournaments and exhibitions.
 2. Players may secure only one (1) reservation time per day and cannot make additional reservations for members of their family or friends. Only if a court is available may players play a second time on the same day.

13. Fitness Center

- a) All persons must register prior to using the equipment.
- b) Children under twelve (12) years of age are not allowed to be in the Fitness Center, even if accompanied by an adult. Children between twelve (12) and sixteen (16) years of age are not allowed to use the exercise rooms unless accompanied by an adult.

- c) Horseplay, profanity, disruptive conduct, smoking and eating are strictly prohibited.
- d) No food or beverages are permitted in the exercise area.
- e) For personal safety, all jewelry and watches should be removed prior to exercising.
- f) All persons must sign a medical release form prior to using the health and fitness facility, if requested.
- g) If you wish to listen to the televisions you must provide your own FM radio with earphones and tune into the designated station listed on each television.
- h) The cardio side of the fitness center may be closed for drop-in use during scheduled classes.

14. Swimming Pool

- a) Swimming is permitted only during open hours of the pool.
- b) Use of the pool facilities is at the swimmer's own risk.
- c) Children under twelve (12) years of age are permitted to use the pool facilities only if accompanied and supervised by an adult, except when participating in an organized program or activity sponsored by the Club.
- d) Showers are required prior to entering the pool to remove all suntan oils and lotions.
- e) Glass objects, drinking glasses and sharp objects are not permitted in the pool area.
- f) All swimmers must wear bona fide swimming attire. Cut-offs, dungarees and Bermuda shorts are not considered appropriate swimwear.
- g) Children wearing diapers are not permitted in the pool.
- h) Running, ball playing and noisy or hazardous activity will not be permitted in the pool area. Pushing, dunking and dangerous games are not permitted.
- i) Snorkeling equipment, other than a mask, is not to be used in the pool area except as part of an organized course of instruction.

- j) Radios may only be used at a low volume or with earphones.
- k) All persons using the pool area are urged to cooperate in keeping the area clean by properly disposing of towels, cans, cigarettes, etc.
- l) Smoking is permitted only in designated sections in the pool area.
- m) Saving of chairs for persons absent from the pool area is not permitted.
- n) Private parties may be held in the pool area only with the prior approval of the General Manager.
- o) Food is only allowed in designated areas of the pool facilities.
- p) Floatation devices, other than “noodles,” are not permitted. Any non-swimming children must be accompanied in the water by their parent or adult guardian. Small toys such as balls, water guns, rings, etc. are not permitted in the pool area. Tire inner tubes and air mattresses are not permitted.

15. Bocce

- a) The Vasari Bocce Club shall establish By-Laws within which its members will govern and operate such Association.
- b) The Vasari Bocce Club shall establish a calendar of its events and game formats, and other directional and policy decisions for these events.
- c) The General Manager is hereby authorized to open and maintain dedicated bank accounts for the use of the Vasari Bocce Club, and funds maintained therein shall be disbursed only in accordance with such procedures as shall be provided in the Vasari Bocce Club By Laws.

16. Loss or Destruction of Property or Instances of Personal Liability

- a) Each Member, as a condition of use of the Club Facilities, and each guest, as a condition of invitation to the Club Facilities, assumes sole responsibility for his property. The Club shall not be responsible for any loss or damage to any private property used or stored on the Club Facilities, whether in lockers or elsewhere. All personal property left without payment of storage thereon, in or on the Club Facilities for six (6) months or more, may be sold by the Club, with or without notice, at a public or private sale, or may be otherwise disposed of, and the proceeds, if any, shall belong to the Club.
- b) No Member shall remove from the room in which it is placed or from the Club Facilities, any property or furniture belonging to the Club without proper authorization.

- c) Each Member 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, 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 their own risk and shall release and hold the Club and its directors, officers, employees, representatives and agents harmless from any and all loss, cost, claim, injury, damage or liability sustained or incurred by such person resulting there from and/or from any act or omission of any director, officer, employee, representative or agent of the Club.
- d) Should any party bound by these Rules and Regulations bring suit against the Club, its directors, officers, employees, representatives or agents in connection with any event operated, organized, arranged or sponsored by the Club and fail to obtain judgment thereof, the Member shall reimburse the Club, its directors, officers, employees, representatives and agents for all fees (including attorneys' fees), costs and expenses incurred by them in the defense of the suit (including all of such fees, costs and expenses incurred incident to appeals).