



## General Club Rules & Regulations

Revised February 18, 2023

**Estero Country Club, Inc. – General Club Rules & Regulations**  
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## **I. General Club Rules**

1. The Club's hours of operations will be established and published by the Club. Hours may change without prior notification.
2. The use of Club property to offer products or services for sale other than business conducted by Estero Country Club, Inc. (ECC or Club) without the written consent of the Board of Governors of the Club is strictly prohibited. No commercial advertisements and no petition originated or solicited shall be posted or circulated in the Club nor shall solicitations of any kind be made on the Club facilities or upon the Club's stationery.
3. Dogs or other pets (with the exception of service dogs) are never permitted on Club property unless there is a pet specific club sponsored event. Service animals must be registered with Club management and adhere to current guidelines per State of Florida, and ECC pet policy addendum.
4. Absolutely no fireworks are permitted anywhere on Club facilities unless authorized by the Club in writing.
5. No member, visitor or guest is allowed in the service areas of the Club.
6. Use of Club facilities may be restricted or reserved from time to time. Members must comply with all Club directives including areas that are specifically closed for use.
7. The personnel of the Club have full authority to enforce these rules and regulations and are encouraged to do so. Member infractions will be reported to the GM and Board of Governors.
8. All ECC's reciprocal arrangements including tee times, dining reservations and court times must be made by ECC personnel. Member's reciprocity privileges are defined below:
  - Golf & Sport Equity members have full reciprocity privileges including golf, racquet & dining.
  - Social Equity members are limited to racquet and dining privileges only.
9. No Cell phone conversations are allowed in any of the dining venues. Cell phone conversations are limited to the Clubhouse hallways and restrooms. Cell phones may be used on the golf course to call and report on-course emergencies. Please silence your devices at all times.
10. Tablets, cell phones and laptops may be used in silent mode only.
11. Card and game playing is only permissible in rooms assigned by the Activities Coordinator and must be signed up in advance. If you would like to set up a large-scale card or game event outside of these areas, you must obtain prior management approval.
12. When the golf course is closed for maintenance, no one is permitted on the golf course for any reason.
13. Pedestrian vehicles and bicycles are prohibited on the golf course at all times.
14. Walking, pets, and jogging are prohibited on the golf course at all times.
15. ECC is a smoke free environment. Smoking is prohibited in all areas of the Clubhouse including all dining venues, the Golf Shop, and the Racquet Pro Shop. Smoking is allowed in designated areas only located by the outside entrance to the elevator near the Palm Room and the southside of the front portico. This includes all tobacco, e-cigarettes, vaporizers, etc.
16. While fishing is permitted, you must stay on the development side of the water at all times. No fishing is allowed on the golf course side or on golf course bridges.
17. Hunting on Club grounds is strictly prohibited. Additionally, the use and/or discharge of any weaponry of any kind is not allowed on ECC property.

## **II. Member Account**

1. A member is entitled to charge privileges at the Club as long as the membership is in good standing.
2. Club accounts will be billed monthly and shall be deemed delinquent if payment in full is not received by the end of the month after the date of the monthly statement. Delinquent accounts may incur late fees, reinstatement fees, mandatory ACH, etc., as deemed necessary by the Board of Governors.
3. If full payment of a member's account statement is not made within sixty (60) days of the invoice date, the rights and privileges of membership for such member and his or her family and guests to use Club properties and facilities will automatically be suspended until such time as all indebtedness has been paid in full.
4. Should a suspended member's delinquent account not be paid within one hundred twenty (120) days of the date of its rendition, Club will be entitled to permanently suspend such member from the Club at any time thereafter subject to any notice and hearing requirements adopted by the Board, if any. The termination or permanent suspension of membership in the Club does not relieve or release any former member from liability or obligation incurred under or in any way connected with the Club during the period of his or her membership, nor does it

impair any rights or remedies which the Club may have against any former member arising out of, or in any way connected with, such membership and the obligations incident thereto.

5. Delinquent accounts may be referred by the Board to an attorney for collection and for the institution of such legal proceedings as may be required for such collections. Following any such referral of a delinquent account, the member is responsible and liable to the Club for the payment of such account will also be responsible and liable to the Club for payment of all attorney's fees, expenses and court costs associated with such collection, whether any such legal proceedings are instituted.

### **III. Membership**

#### **A. General**

1. Membership downgrades are permitted in accordance with Article XI of the Club By-laws. Members are requested to inform the Club in writing of a decision to downgrade or resign their membership at least 90 days prior to the end of the fiscal year (October 31). All members on that membership must approve the request to the Club.
2. A membership card indicating the name, account number and type of membership shall be issued to each member. Membership cards will not be issued to children under the age of ten or to children over the age of twenty-six.
3. Membership cards are not transferable and may not be loaned.
4. In the event of a lost or stolen membership card, the Club must be notified immediately in writing. Until notification of card loss or theft is received in writing by the Club, the members shall be responsible for all charges placed on the account.

#### **B. Transferability**

The holder of a Golf Equity Membership may transfer said membership in accordance with Article XI of the Club Bylaws. This applies to all Golf Equity members. The Golf Equity member and purchaser of the residence must meet all the requirements as stated in Article XI of the Club Bylaws. Said transfer can occur even if the total Golf Equity membership is 325 or greater at the time of transaction.

If the purchaser of the Golf Equity member's residence does not wish to acquire the Golf Membership, then the Golf Equity Membership shall be processed pursuant to Article XI (A) (11) (b) of the Club Bylaws.

#### **C. Waiting List**

1. If at any time the total number of Golf Equity Memberships reaches or exceeds the maximum number set forth in Article XI (A) (1) of the Bylaws (currently 325), a waiting list shall be in effect pursuant to Article XI (A) (6), of the Club Bylaws. The rules shall be as follows:
  - a. All applicants owning a residence inside The Vines may upgrade their membership to a Golf Equity Membership at any time. All applicants purchasing a residence inside The Vines may purchase a Golf Equity Membership at the time of closing following the process pursuant to Article XI (A) (11) of the Club Bylaws. This provision applies even if the maximum number of Golf Equity Memberships pursuant to Article XI (A) (1) (currently 325) has been reached or exceeded.
  - b. All non-resident applicants, who wish to purchase a Golf Equity Membership will have to become Members of the Club according to the applicable process and file a Notice of Interest Form with the Club's Membership Office. The ECC Board of Governors will administer a waiting list listing all applicants who have filed a Notice of Interest Form and will put such applicants up for a vote of approval pursuant to its standard approval process when Golf Equity Memberships become available in the order of the priority as set forth below:
    - i. Sport Members (residing in Belle Lago or elsewhere) will have priority and first right of refusal to upgrade their Sport Memberships to Golf Equity Membership, provided such applicants accept the upgrade offered by ECC by 5:00 pm on the second business day following ECC's offer.
    - ii. Other Belle Lago applicants will have priority over all other applicants, except Vines and Sport Member applicants as set forth above in Rules III (C) (1) (a) and III (C) (1) (b) (i).
    - iii. All other applicants not residing in The Vines or Belle Lago.

2. The following additional waiting list Rules apply to the extent that Golf Equity Memberships or other memberships are not for sale, due to any caps under the then current Bylaws or stop-sell decisions adopted by the ECC Board of Governors:
  - i. To be placed on the waiting list, an applicant shall complete the required application and pay a non-refundable \$2,500.00 fee.
  - ii. If an opening occurs but the applicant defers and still desires to be on the waiting list, they shall keep their place on the waiting list, but if such applicant wishes to defer a second time, such applicant will submit another \$2,500.00 non-refundable fee and be placed on the bottom of the waiting list.
  - iii. If at any time an applicant desires to be removed from the waiting list, their name shall be removed, and no money refunded.
  - iv. All funds collected by ECC while on the waiting list shall be credited towards the joining fees of the applicable membership category in effect at the time of the offer and acceptance of such Membership.
  - v. All applicants shall have no privileges on ECC property while on the waiting list except non-Vines residents seeking to upgrade their membership shall still have all rights of their existing membership.
  - vi. A Belle Lago resident who has not been a member of any category of Membership within the last two (2) calendar years prior to their application, may become a Social Equity member subject to the ordinary Club process upon the payment of the applicable joining fees and all other fees and costs associated with a Social Equity Membership.

#### **IV. Guests**

##### **A. General**

The number of times that a guest may utilize Club facilities is limited as defined below. Family guests and unrelated guests have different limitations. Any combination of golf, tennis, pickleball, bocce, cards, bingo, etc. constitutes a “time”. Dining does not count as a visit unless for a special “dining event” (e.g., Valentine’s Day, Mother’s Day, Dinner Shows, etc.). Each “dining event” visit would be counted as a “time.”

When appropriate, all guest charges for services or merchandise will be charged to the sponsoring member’s Club account. Cash payments are not permitted.

The sponsoring member is responsible for the conduct of all guests while on Club property. If the behavior or appearance of any guest is deemed to be unsatisfactory, the sponsoring member and/or the houseguest may, at the request of Club management, be asked to leave the premises. At their sole discretion, the Board of Governors may deny or revoke guest privileges of a particular guest.

Family Guests (whether House or Day Guest) may not play, participate, or visit the Club more than twelve (12) times between November 1 – April 30 and twelve (12) times between May 1 – October 31 during any regular fiscal year, exclusive of play, participation, or visit in connection with the annual Men’s Invitational or Ladies Invitational. Family members are parents, children, grandchildren, and brothers/sisters (including spouses) of the member.

Non-Family Guests (whether House or Day Guest) may not play, participate, or visit the Club more than six (6) times between November 1 – April 30 and twelve (12) times between May 1 – October 31 during any regular fiscal year, exclusive of play, participation, or visit in connection with the annual Men’s Invitational or Ladies Invitational.

##### **B. Houseguests**

1. A houseguest is defined as a guest temporarily residing in a member’s residence. Houseguests must be accompanied by the member unless said houseguest is a family member. Family members are parents, children, grandchildren, and brothers/sisters (including spouses) of the member and will be charged at the family guest rate. All non-family houseguests will be charged at the regular guest rate.

In accordance with the Club’s Bylaws, houseguests must be registered with the Club to be granted privileges. They will be entitled to use the facilities of the Club consistent with the membership privileges of the sponsoring member.

2. Houseguests may be given Member privileges for dining, tennis, pickleball, bocce, and golf by paying all appropriate fees. The sponsoring member must pre-register the houseguest with the Club a minimum of two weeks in advance of the houseguest's expected stay. A houseguest is authorized to stay up to a 2-week period. Houseguest authorization forms are available in the Club office or can be auto-filled online in the member's area of the Club website. When auto-filled, forms come directly to the Club in an email. These forms are also available for download in the member's area of the Club website. Houseguest authorization forms can be submitted for up to a maximum of a 2-week period. Any additional time requested for houseguest privileges, above and beyond the initial 2-week period, requires a houseguest form submission (up to the maximum of one additional 2-week stay) and will require approval of the Board of Governors.
3. Family Houseguests are permitted to use the Club facilities without being accompanied by the member. The houseguest membership is available subject to the following conditions:
  - a) The sponsoring member does not have to give up membership rights for the period of time that the houseguest is in residence.
  - b) The houseguest may, as determined by the Club, be charged a temporary membership fee for use of the Club in addition to all daily use fees. Any temporary houseguest membership fee will be for each two-week period and shall be determined by the Club.

### **C. Day Guests**

1. A Day guest is defined as a guest that is not a registered houseguest. Family day guests are defined as parents, children, grandchildren, and brothers/sisters (including spouses) of a member and will be charged at the family guest rate. All non-family day guests will be charged at the regular guest rate.
2. Day guests are **not** permitted to use the Club facilities without being accompanied by the member.

### **D. Racquet Guests (including tennis, pickleball and bocce)**

1. Definitions – Guests, Houseguests, Day Guests, and Family Members are defined in section IV.A.
2. Fees and Procedures

#### *Family Members & Houseguests:*

- a. Must be registered by Club Member with the racquet staff.
- b. Have a two-week limit of play.
- c. Are allowed three (3) plays per week; after three (3) plays a per-person fee will apply.
- d. Club Member is responsible for any services used or items purchased at the Club.

#### *Day Guests:*

- a. Must be registered by Club Member with the racquet staff.
- b. Can play as a guest no more than six (6) times per year.
- c. A seasonal guest fee will apply.
- d. Club Member is responsible for any services used or items purchased at the Club.
- e. Must be accompanied by a Club Member.

### **V. Renter Privileges**

1. Renters of an equity member's unit may obtain membership transfer privileges upon application and approval by the Club, payment of any fees established by the Club, and compliance with the rules and regulations of the Club. A membership must be acquired for this residential unit in order for the renters of such unit to be eligible to use the Club facilities. A renter membership provides access only to the Club facilities permitted by the designating member's membership category. Membership transfer is not transferable to another unit/home other than the one the member resides in. Background check is required for all renters.

2. During the period when a renter of a member's unit has acquired use privileges, the member will continue to pay dues, but will not have the right to use the Club facilities except as a guest in accordance with rules established for a day guest.
3. The renter will receive a Member charge account number for use of the facilities of the Club. The renter is responsible for payment of all charges incurred at the Club. The equity/unit owner member shall be responsible for payment of all charges incurred by a renter if the renter defaults. Food and beverage purchases during the term of the rental will be applied to the equity/unit owner member's minimum at time of checkout.
4. Membership use privileges will terminate on the earlier of the expiration of the rental term or the termination of the member's membership use privileges.
5. A renter of a golf or sports member's unit can only obtain transfer of membership privileges for three (3) years, which years do not have to be consecutive.
6. Social memberships are exempt from the three-year limit on membership transfer to an individual.

## **VI. Children**

Children under ten years of age must be accompanied and supervised by an adult at all times in all Club facilities. Children under the age of sixteen must be accompanied and supervised by an adult to be in the Fitness Center. Children must also adhere to Club attire policies.

## **VII. Gate Access**

1. Vehicle access of ECC members into the Vines for the purpose of using ECC facilities will be granted upon the satisfactory completion of the Vines application process and obtaining a vehicle barcode decal from the Vines security guard if desired.
2. The gate from Belle Lago to ECC is restricted to ECC members residing in Belle Lago **only**. Please see the ECC front office for transponder details.
3. Please be sure to follow the security guidelines required by the Vines. All guests must be registered at the community front gate. If guests are not registered and no one can be contacted to approve the guests, they will **NOT** be admitted to the premises. See the front office for methods to authorize your guests.

## **VIII. Food & Beverage**

### **A. General Rules**

1. Performance by entertainers on property requires Club permission in writing.
2. All food and beverages (F&B) consumed on property shall be furnished by the Club, except where stated.
3. F&B purchased on a member's account will apply to their annual F&B minimum.
4. All F&B being applied to a member's minimum must be member charged to the member's account and member must be present. F&B purchases are not transferable to another member's account. Payments made by guests, or a business will not be credited to the member's F&B minimum.
5. Member private parties and non-member parties sponsored by a member are permitted on Club property with prior approval from the General Manager. The member/member sponsor must be in good standing and assumes full responsibility for the conduct of all invited guests in accordance with Club rules. The Club may require a security deposit and an advance payment for a private party. The member/member sponsor of the private party shall be responsible for any financial costs of the private party and also any damages to Club property, including but not limited to that caused by the installation of party décor. The member/member sponsor is responsible for the removal of all such party décor.

### **B. Member Dining Reservations and Cancellations**

Reservations are strongly encouraged for regular member dining and required for all Club Social Events. As certain seating times become filled, you may be assigned a time other than originally requested. To avoid disappointment and ensure quality service, make reservations early and arrive at or prior to your appointed time so that you can be seated at your table at your reservation time.



1. For groups over eight (8) the Club will attempt to accommodate your seating request. Reservations for groups larger than 16 people require a special limited menu so all members can be properly served.
2. Last minute reservations for the same evening, as well as walk-ins, will be accepted on a space-available and staff-available basis only. In addition, members dining at the club have priority over take-out orders.
3. The preferred methods for making a reservation are (1) ForeTees online reservation system or (2) calling the Club directly. Your reservation is not confirmed until you receive confirmation from the Club.
4. Members are welcome to invite guests. Please remember that non-members are only allowed to participate in any combination of golf, racquet, dining events, or lifestyle activities in accordance with club rule IV (Guests). The exception to this rule is for visiting family members and houseguests. They have unlimited guest dining privileges.
5. Reservations for a specific dining area or table can be requested but are not guaranteed.

#### **C. Club Social Event Reservations and Cancellations**

1. Reservations are required for all Club Social Events unless specifically noted otherwise.
2. Reservations for Club Social Events should be made on ForeTees or by calling the Club.
3. Reservations for specific dining areas and/or tables can be requested but are not guaranteed.
4. Reservations for Club Social Events will open 30 days prior to the event at 9AM on both ForeTees and for call-ins. Should 30 days prior fall on a weekend, reservations for that event will open on the following Monday.
5. The maximum number of people that can sit at one table for a Club Social Event is 10, but the majority of tables only accommodate eight (8) people. If you make a reservation for less than eight (8) people, the Club may fill your table with other members.
6. There is a two-table limit for any individual member making a reservation. Should more than two tables be required, another member from the group will be required to call to reserve additional tables.
7. When a Club Social Event allows members to invite guests, the same rules apply as section B, number 4 above. Club Social Event reservations may be cancelled without penalty up to 48-hours prior to the start of the event. Cancellations received after that will incur full billing for the event unless approved by the General Manager or Food and Beverage Director
8. Certain Club Social Events will be open to members only. Member-only events that are not filled 72-hours prior to the event will be opened for guest reservations.
9. Single members may always bring one guest to Club Social Events regardless of being a members-only event or not.

#### **D. Alcohol Policies**

The Club's policy is to comply with the laws of the State of Florida as they pertain to the purchase, service, and consumption of alcohol.

1. Club staff shall not serve alcoholic beverages to anyone who appears to be intoxicated. The judgment of Club staff concerning the state of intoxication will be final. Members may not challenge, reprimand, or abuse staff for refusal to serve alcohol to someone deemed intoxicated by a staff member.
2. A partially consumed bottle of wine may be taken home when packaged by staff per Florida law.
3. Each member assumes responsibility for themselves and for their guests' actions and behavior.
4. Alcoholic beverages will not be served or sold, nor permitted to be consumed, on the Club's premises 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.

#### **IX. Gratuities**

1. A gratuity will be added to all F&B sales for the convenience of members. A member may either increase or decrease the gratuity amount at their discretion.
2. Annually, the Club President will send a letter providing an opportunity for members to voluntarily contribute to a holiday fund for employees with a suggested contribution. The Club shall be responsible for the distribution of these funds in an equitable manner.

## X. Golf Rules

### A. General Golf Rules

1. All non-family guests must be accompanied by a member at all times during the use of any facility of the Club, unless otherwise determined by the Head Golf Professional or General Manager.
2. All players must have a tee time and all players' names are required.
3. Use of Club's golf facilities may be restricted or reserved from time to time. Members must comply with all golf course and golf shop directives including areas that are specifically closed for use.
4. The reservation policy for tee times is as follows:

#### Members

#### Sign-Up

- |                      |                                                                         |
|----------------------|-------------------------------------------------------------------------|
| ▪ Golf Equity        | 7 days in advance through ForeTees; 5 days in advance through Golf Shop |
| ▪ Golf Equity Renter | 7 days in advance through ForeTees; 5 days in advance through Golf Shop |
| ▪ Sports Equity      | 4 days in advance through Pro Shop                                      |
| ▪ Social Equity      | 2 days in advance through Pro Shop                                      |

5. The golf staff must approve tee time changes, twosomes and fivesomes..
6. The golf staff has the discretion to manage the tee sheet to maximize member access; for example, combining twosomes.
7. All guests must check-in to the Golf Shop, presenting valid ID, with their sponsoring member prior to play.
8. Please notify the golf staff of any cancellations as soon as possible.
9. Merchandise Return, Restock and Hold Procedures:
  - a. All returns must be made within 30 days of the date of purchase.
  - b. All tags must be returned with the garment.
  - c. All purchased gifts will have the prices blacked out and the tag will remain attached to the item.
  - d. All sales are final on sale-priced merchandise.
  - e. A fee may be applied to any returned special orders to cover shipping and restocking fees that the vendors charge to the Club.
10. Demo Club Policy: Demo clubs are provided for use by all Club Members. All demo clubs are charged to your account on the day of demo. Once the club is returned, the charge will be reversed. If the demo club is not returned within 30 days, the charge to the member account is not reversible.

### B. Golf Starting Times

1. All players must have a starting time reserved through the Golf Shop or ForeTees.
2. Twosomes and singles may be grouped with other players.
3. A member can request a maximum of (5) consecutive tee times in the lottery system. When a member's group size exceeds the maximum number of consecutive requests, placement for the additional requests will be based on the group's assignment in the lottery system.

### C. Rain Check Policy

When rains prevail and cause termination of play:

1. A refund for that day's green fees may be granted as determined by the Club. Once a player has teed off his or her fifth hole of the day, the player is deemed to have played nine holes. Once the player has teed off his or her fourteenth hole of the day, the player is deemed to have played eighteen holes.
2. Credit will be issued only on the day of play, and it will be the sole responsibility of the player to apply for a refund from the Golf Shop.

#### D. Driving Range/Golf Practice Areas

1. Range balls are for use on the driving range and golf practice areas only and are available on the practice tee. Range balls are not permitted to be taken and used on the golf course.
2. Balls must be hit from designated areas only.

#### E. Golf Cart Rules

1. Operation of a golf cart is at the risk of the operator.
2. No more than two golf carts are permitted per foursome. Exceptions are only allowed with written request and approval by the board of governors.
3. Each operator of a golf cart must be at least 16 years of age and have a valid driver's license.
4. Rental golf carts are not to be used off the golf course or within any of the residential communities.
5. No more than two people, and no more than two sets of clubs, per golf cart are permitted.
6. Obey all traffic signs.
7. Except on a path, **do not drive a golf cart within 30' feet of a green or tee.** NEVER drive a cart between greenside bunkers and a green, nor on the sides or behind the greens.
8. Use of the golf carts on cart paths and the golf course is limited to those who are registered to play golf on the course. Members may use golf cart paths **from 6PM – 6AM ONLY** for travel to and from individual homes and the Clubhouse.
9. Golf carts are NOT permitted on the golf course or golf course paths during the day when the golf course is closed for course maintenance. No exceptions.
10. Cost of repair to a golf cart provided by the Club and damaged by a member will be charged to such member or, in the case of damage by a guest, to the sponsoring member.
11. When "carts on path only" signs are posted, all carts must remain on the cart paths, no exceptions.
12. Golf carts must remain on the cart paths on all par 3's.

#### F. Private Golf Cart Rules

1. **Privately owned golf carts must be white, off-white or beige.** No other colors are permitted. Carts may have custom seat covers, roof canopy, and club protector. Golf carts must have a maximum of two seats, a bag well for golf clubs, headlights, taillights, brake lights, and a windshield. Any modification to cart's body, suspension or tires needs preapproval from the Golf Committee. Appearance and the mechanics of golf carts must be properly maintained.
2. Private carts are available to residents of the Vines and Belle Lago only and trail fees are required to use the cart on the course.
3. Members who have a trail fee for use of a private golf cart must use their personal cart and may not use the Club's fleet cart except when their cart is being used by a spouse or when their cart is unavailable due to short-term mechanical problems. The use of a Club's golf cart hereunder shall be in accordance with the general golf cart rules.
4. Each year, a member who owns a private golf cart and wishes to use it on the golf course shall be required to provide the Club with proof that the operation of the golf cart is covered by a liability insurance policy with policy limits at least equal to \$100,000 personal injury coverage per person, \$300,000 personal injury coverage per occurrence and \$100,000 property damage coverage. The policy shall name as additional insured Estero Country Club, Inc. and shall provide that it can only be canceled upon 30 days prior written notice to the Club.
5. Members using a private golf cart will be held fully responsible for all damages caused by its misuse. The member shall reimburse the Club for all damages sustained by the Club for misuse, including and without limitation, damage to other golf carts and any Club property.
6. Privately owned golf carts must be electrically operated, equipped with sand buckets and have four wheels.
7. An annual trail fee will be charged for private golf cart(s) (limit two carts per membership) as determined by the Club. The trail fee includes use of the golf cart only by Members who have private golf cart privileges. All other persons except Members with private golf cart privileges will be considered guests and are subject to payment of the prevailing golf cart fees.
8. The trail fees will be billed on a membership year basis with November 1 as the effective date. The trail fees shall not be prorated, except for the first year a member applies for private golf cart privileges.

9. A yearly decal will be issued for the cart(s) when the application, proof of liability insurance and payment are received. Upon inspection, the golf staff will place a yearly decal on the member's cart.
10. Private golf carts without a current decal (i.e., no insurance); will not be allowed on ECC property or access to the golf course. The Club does not allow anyone to use a private cart on a per round basis.
11. No more than two golf carts are permitted per foursome. Resident Golf Members with private golf carts may be required to share their golf cart with a daily fee golfer designated by the Club. The daily fee golfer will be required to pay the Club the golf cart fee. The Resident Golf Member will not be entitled to any compensation from the Club or the daily fee golfer.
12. Resident Golf Members with private golf carts may ride with each other but may not transfer their trail fee privileges to other members or guests.
13. No privately owned golf carts will be stored, charged, or maintained by the Club at any time.
14. Private golf carts who have paid the trail fee may be driven on the golf course only when the course is open for play, and after registration at the Golf Shop.
15. These rules shall be subject to all other rules of the Club, including the general Golf Cart Rules, except where the general Golf Cart Rules conflict with the rules for Members with private golf cart privileges.
16. Any flags displayed on golf carts cannot be greater than 11" x 14".

#### **G. Walking Policy**

1. Members are allowed to walk the golf course when playing a round of golf. All members are required to pay either an annual trail fee or a single use cart fee, even if they elect to walk the course. The club will not store members' pull carts, nor will the club purchase pull carts for member use. All walkers must carry sand for repairing divots.

#### **H. Handicap Flag Guidelines**

1. All handicap flags are owned by the Club and must be issued by a member of the ECC golf staff.
2. To obtain either a temporary flag or a permanent flag, the member must submit either a note from his or her doctor's office or a copy of a handicap parking placard issued by the DMV.
3. All handicap flag recipients must obey all general cart rules, including the restriction of carts to the paths on all par 3 holes. Carts are to remain 10 yards (30 feet from any putting green).
4. A blue stake will be placed adjacent to each putting green to designate handicap parking. Players with a valid handicap flag may park next to the stake, keeping the stake between the green and the cart.

#### **I. Handicaps**

Players participating in Club organized events must have a USGA handicap. Fair handicapping depends upon having an accurate score posted for every player for each round they play. Each player is responsible for seeing that all of their scores are properly posted. It is recommended that you post in GHIN.

#### **J. Golf Course Etiquette**

1. Each person using the course should do his or her part to make a round of golf at the Club a pleasant experience for everyone.
2. Golfers are expected to keep up with the group ahead of them. The round should be completed in less than 4 hours.
3. Golfers are to maintain their position on the course; for example, not jumping ahead of a group after 9 holes.
4. Please be courtesy and never hit into or close to the golfers in front of you.
5. Do not waste time...Play Ready Golf!
6. 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.
7. Repair your ball marks and one additional ball mark on the greens and fill divots on the fairways with sand.
8. Rake all bunkers after use.
9. Smokers must never leave butts anywhere on the golf course, cart paths, or lakes.
10. All golfers are required to use the provided restroom facilities.

## **K. Lightning Policy**

1. Lightning Policy – The Club has established a Lightning Policy to address the threat of severe weather in the area.
  - a. When conditions are present to generate lightning, a warning will be sounded with a one prolonged blast to signal the suspension of play. Everyone must immediately discontinue outdoor activity and seek shelter.
  - b. All players are required to return to the Clubhouse or seek other appropriate shelter when the lightning prediction system sounds
  - c. The resumption of play will be signaled by three (3) five second blasts.
  - d. Players may stop play whenever they believe lightning threatens them even though no warning has been sounded.

## **XI. Racquet Rules**

ECC Racquet Program refers to the USTA code on all matters of court and play etiquette. The Players Guide to Fair Play and the Unwritten Rules of Racquet can be found on the USTA web site, or a copy can be obtained in the Racquet Shop.

### **A. General Racquet Rules**

1. Court Reservations – All Members may reserve court times in advance according to their Membership category.
  - a. Golf Equity and Sports Equity Members – four (4) days in advance.
  - b. Social Equity and Annual Racquet Members – three (3) days in advance.
2. Tennis Court Use
  - a. All court reservations must go through the Racquet Shop.
  - b. Reservations will be in 1½ hour increments, beginning at 8AM, including weekends and holidays. Repeated no-shows will be referred to the Racquet Committee.
  - c. Once a member completes play, he or she may sign up for the next available court.
  - d. Please notify the Racquet Shop of any cancellations.
  - e. All other non-league groups must reserve courts in accordance with a. & b. above. A maximum of three (3) courts may be reserved for this purpose. The member arranging for a non-league group is responsible for notifying the pro of guests' names and payment of the appropriate fees. If a guest fee is not paid, the member's account will be automatically billed.
  - f. The Club retains the right to reserve courts for special events and rescheduled matches. Notice will be given to Members five (5) days in advance by posting notice on the Club bulletin board. With weekly events the Club may reserve all courts if no court reservations have been made the prior day before 3PM (Nov. 1 – April 30).
  - g. Court times are posted on ForeTees.
  - h. Each player taking a court without reservation must sign in at the Racquet Shop.
- 3.. Pickleball Court Use
  - a. All court reservations must go through the Racquet Shop or ForeTees
  - b. Reservations will be in 1-hour increments, beginning at 9:30 AM, including weekends and holidays.
  - c. Once a member completes play, he or she may sign up for the next available court.
  - d. Drop-ins are held Monday through Saturday from 8 AM to 9:30 AM.
  - e. The Club retains the right to reserve courts for special events
  - f. Court times are posted on ForeTees.

### **B. Racquet Drink and Snack Policy**

All food and beverages must be provided and purchased from the Club.

## **C. Team Racquet Policies**

Ratings and Team Eligibility – All Members must have a NTRP rating to participate in NTRP league play. Players will play at their rating level. The Racquet Professional must approve any exceptions.

### **1. Team Play**

- a. Team Captains must be approved by the Racquet Professional.
- b. The team Captain will submit team rosters to the Racquet Professional. If a member wishes to participate in team play and the team roster is filled, he/she will consult the Racquet Professional.
- c. The Racquet Professional has final say on team members and team line-ups. All team members must be Members in good standing of ECC before playing in league matches. The Racquet Professional will have an up-to-date list of all Members. New Members will be posted immediately.
- d. Any new teams formed must be approved by the Racquet Professional before rosters are completed.
- e. Any abuse of the stated rules shall be reported to the Racquet Professional or Racquet Committee for action.

### **2. Teams at ECC**

#### **a. General Team Racquet Policy**

1. Before any team is formed or allowed to play, approval must be obtained from the Racquet Professional and the Racquet Committee.
2. The Racquet Committee will determine which teams will be included in the racquet program each year.

#### **b. Specific Racquet Teams**

1. Non USTA leagues.
2. Lee County Women's League. Each player must be a resident for three (3) full months during the playing season (October–April). Players must be 21 years of age and shall have a current USTA/FL section NTRP verification card.
3. Men's 50+ League.

## **XII. Bocce Rules**

1. Court hours: 9:00 am to Clubhouse Closing.
2. Monday thru Sunday
3. Bocce equipment will be available in bins by the Benches.
4. Reservation can be made on ForeTees, with no reservations, play is based on open time. Please always limit games to 10 points and rotate out if players are waiting.
5. Designated groups are open to all members. Couples' night, Men's night & Ladies night are all examples of designated groups. See pro shop to join group play.
6. Bocce equipment will be on courts until closing. See pro shop location for how to play Bocce handouts.
7. Please watch your step and use handrails to enter and exit courts.
8. Night players, turn timer to maximum time so lights do not shut off during play.

## **XIII. Fitness/Wellness Center Rules**

1. ECC Fitness/Wellness Center is used at the sole risk of the members or guests.
2. Consult your physician before beginning any exercise program.
3. The Waiver Sign-In sheet in the Fitness/Wellness Center MUST be signed before using the facilities.
4. Report faulty or damaged equipment to a staff member immediately – DO NOT USE.
5. Children under 16 years of age are not permitted to use the Fitness/Wellness facilities unless accompanied and supervised by an adult.
  - a. Proper shoes and workout attire is required, and shirts must be always worn.
  - b. No black-soled shoes or open-toed shoes are permitted.

7. Casual workout attire is acceptable such as t-shirts, tank tops, gym shorts, leotards, tights, and warm-up pants. No swim attire is permitted.
8. Return all equipment to its original location.
9. When the fitness center is busy, please adhere to a 30-minute time limit on cardio equipment.
10. Please be courteous and wipe down equipment before and after use.
11. Silence your cell phone while working out and use earbuds/headsets for sound.
12. Refrain from cell phone conversations while working out.
13. Smoking, alcoholic beverages, and food are prohibited.
14. Personal training may only be conducted by Club Personnel.
15. ECC Fitness/Wellness Center Personnel reserve the right to request that a member or guest vacate the premises.
16. ECC Fitness /Wellness Center is not responsible for lost or stolen items. Lost and stolen item inquiries should be made through the Member Services Desk.
17. Fitness/Wellness Center orientations are provided during season. Please consult the club calendar for available dates and times.
18. It is strongly recommended that you work out with a partner.
19. On you cell phone, please call 911 for emergency.

**Disclaimer to members:**

**ECC does not provide supervision or instruction for use of the fitness room and equipment. I understand that I may use the equipment subject to any rules and regulations for their use as the Club may adopt as modified at any time. The fitness room and equipment are available entirely at the user's own risk. I understand and agree that I will promptly report to the Club any equipment that appears in need of maintenance or repair and will not use such equipment. The Club disclaims any liability for injuries sustained by those using the fitness room/equipment.**

**XIV. Dress Codes**

Members must advise their guests of the dress code requirement ahead of time. If a member/guest is not in proper attire, staff will inform the member and ask for compliance with the dress code rules. If a member continues to not comply with the dress code policy the Grievance Committee will be advised of the infractions.

**Clubhouse Dress Code:**

*(NOTE: Club Theme Events may have a specified dress code that will be set forth in the advertising and promotional materials)*

***Permitted Attire:***

- Smart Country Club casual and golf attire is acceptable for ladies and gentlemen. Shorts for men and women must be of appropriate length. Unless golf specific, shirts must be tucked into trousers unless Tommy Bahama® style, which may be worn out. Dresses, skirts, skorts, leggings, sleeveless/strapless/tank tops (including spaghetti straps) are allowed for women.
- Denim is permitted throughout the Clubhouse and must be in keeping with smart casual attire. It should not be baggy or bleached and must be clean, neat, hole-free and unfrayed.
- Gentlemen may be required to wear jackets to select events.
  - Members and guests are permitted to wear hats in the main dining rooms until 5:00PM or the beginning of dinner service. Hats are permitted in Mulligans.

***Attire Not Permitted:***

- T-shirts, bathing suits & cover-ups, workout attire, tube tops, mesh shirts, or midriff-baring attire, sweatpants, and cargo pants or cargo shorts are not permitted. No cutoffs, overalls will be allowed. Tee shirts with large graphic designs, or tee shirts with large graph designs. Except team attire on Sunday game day in Mulligans.
- Children: attire for boys and girls is the same as for adults.

**Golf Dress Code:**

This dress code applies to any person in the practice areas or golf course. Members are responsible for the attire of their guests.

- ECC is a soft spike facility.
- Attire for Ladies: Golf slacks, skorts, dresses or appropriate mid-thigh length shorts. Shirts must have a collar or sleeves.
- Leggings, tights (except when worn under a skort for warmth), tee shirts, and workout clothes are not acceptable.
- Attire for Men: Collared or banded collar golf shirt, slacks, or appropriate length shorts. All shirts must be tucked in.
- Denim, cut-off shorts, tank tops, cargo pants, cargo shorts and t-shirts are not acceptable golf attire.
- Golf Attire for boys and girls is the same as noted above for men and women excluding infants and toddlers.

**Racquet Dress Code:**

Members and guests must wear proper racquet attire at all times both tennis and pickleball. While traditional court attire has changed dramatically over the years, the intent of this policy is for all members to display good taste in their dress on the courts.

- ECC is a soft court facility, proper footwear is always required for play. No cross trainers, running shoes or street shoes.
- Attire for Ladies: Tennis skirts, skorts, leggings and tennis shorts. Tennis sport tops, sun shirts and sport shirts. No halter or sports bras.
- Attire for Men: Collared or banded collar tennis shirt, sun shirts, sports shirts (without large graphic logos), tennis shorts or appropriate length sport shorts. No sleeveless shirts,
- Street clothes, cut-off shorts, tank tops, cargo pants, cargo shorts, swim wear, cotton tee shirts, flip flops or bare feet are not acceptable court attire.
- Court Attire for boys, girls and guests is the same as noted above for men and women.

**Bocce Dress Code:**

- Dress code for Bocce is the same as for Mulligans. Hats are permitted. Tank tops, mid-riff revealing tops, bathing suits and/or bathing suit cover ups are NOT permitted.

**Fitness Center Dress Code:**

- Casual workout attire is acceptable including t-shirts, gym shorts or warm-up pants for men, and leotards, tights, t-shirts, tank tops, gym shorts or warm-up pants for women. Only non-marking aerobic, sneaker or court shoes are permitted in the fitness facility. Flip flops are not permitted in the Fitness Center except while walking to and from fitness classes.

**XV. Employees**

1. Members must not request special personal services from employees without permission from the General Manager.



2. Member complaints concerning Club operations and/or Club employees must be directed to the appropriate department head. Complaints concerning a manager must be made in writing to the General Manager or the Board of Governors and signed by the member; anonymous letters will be discarded.
3. No member or guest may physically or mentally abuse or attempt to discipline any employee at any time.

**XVI. Loss or Destruction of Property or Instances of Personal Injury**

1. Each member, as a condition of membership, and each guest, as a condition of invitation to the premises of the Club, assumes sole responsibility for his or her property. The Club shall not be responsible for any loss or damage to any private property used or stored on the premises of the Club. Any such personal property which may have been left without payment of storage thereon, in or on the Club facilities for six (6) months or more may be sold, 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.
2. No person shall remove from the Club's premises any property or furniture belonging to the Club without proper authorization. Every member of the Club shall be liable for any property damage or personal injury at the Club, or at any activity or function operated, organized, arranged, or sponsored by the Club, caused by the member, member's guest or family member. The cost of such damage shall be charged to the member's Club account.
3. Any member, guest or other person who, in any manner, makes use of or accepts the use of any apparatus, appliance, facility, privilege or service whatsoever owned, leased or operated by the Club, 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 Club premises, shall do so at his or her own risk, and shall hold the Club, its affiliates and the operator of the Club and their governors, directors, officers, employees, representatives and agents harmless from any act or omission, including negligence of the Club, its affiliates or the operator of the Club and their governors, directors, officers, employees, representatives or agents. Any member shall have, owe and perform the same obligation to the Club, its affiliates and hereunder in respect to any such loss, cost, claim, injury, damage or liability sustained or incurred by any guest or family member of such member.
4. Should any party bound by these Rules and Regulations bring suit against the Club, its affiliates or the operator of the Club or their governors, directors, officers, employees, representatives or agents in connection with any event operated, organized, arranged or sponsored by the Club or on any other claim or matter in connection with membership in the Club, fail to obtain judgment therein against the Club, its affiliates or the operator of the Club or their governors, directors, officers, employees, representatives or said agent, the aforementioned party shall be liable to the Club and its affiliates, operators, governors, officers, employees, representatives and agents for all costs and expenses incurred by it in the defense of such suit (including court costs and attorney's fees through all appellate proceedings).

**XVI. Grievance Procedures**

- A. Definition: A grievance is an alleged infraction of an ECC BYLAW or Rule that has been documented in writing by a Club member or staff member and submitted to the ECC Club General Manager or ECC Club President, within ten days of its occurrence.
- B. Procedure: Once the written document is received, the ECC Grievance Chair will be notified. Upon notification, and in consideration of the severity of the alleged grievance, the chair shall:
  1. Confirm whether an ECC Rule or BYLAW has in fact been violated.
  2. Members and employees are required to cooperate with the investigation of a claimed grievance.
    - a. If not sustainable, there is no assumed grievance and initiator(s) is notified as such.
    - b. If sustainable:
      - Notify Grievance Committee for their input and feedback.
      - Grievance Committee will evaluate the grievance and investigate the circumstances, witnesses, Club employees, or any others with information, etc., as it deems to be necessary.
      - The Grievance Committee will make a recommendation of disciplinary action to the Board of Governors (BOG) at the next BOG meeting or before, if appropriate. The BOG will discuss and vote on the recommendations, or otherwise determine a course of action.
      - Grievance Chair will communicate the action approved by the BOG to the aggrieved party in writing or via email and will notify the offending party(ies) of the action taken.
- C. Grievance Challenges:

1. Aggrieved party and/or the offending party(ies) may challenge the actions of the BOG in writing, via phone, or in person with Grievance Chair.
2. Grievance Chair or other assigned Grievance Committee Member will meet with such aggrieved party and/or offending party(ies), in person(s), if possible.
3. New evidence, further investigations, etc., will be evaluated and reported back to BOG in a timely fashion.
4. BOG will vote again on this new information providing a final resolution to this situation.

D. Disciplinary Actions shall be kept in the Club's records and shall include, but are not limited to:

1. Warning either informally or by letter.
2. Monetary fines.
3. Suspension of privileges of the offender.
4. Suspension of privileges of the member and the offender.
5. Suspension of privileges of the member, member's family, and member's guests.
6. Termination of Membership at ECC or permanent suspension of Membership at ECC.

E. Grievances and any associated disciplinary actions can be very subjective, and each grievance should be considered unique.