

## **PREFACE**

**The House and Ground Rules are designed to protect the rights, privileges and safety of all Members and guests, to add to the enjoyment of Hideaway's beauty and charm, and to safeguard the Association's property.**

**We have no desire to be an enforcement agency. We ask all Members, guests, and employees to abide by the spirit of these rules voluntarily. No rude or offensive conduct or language will be permitted. Members are expected to be considerate of, and to, other members, their guests, and Club employees at all times. Members are requested to refrain from policing or approaching fellow members and their guests regarding rule infractions. The general manager and executive staff has the authority and duty to enforce these rules, members are encouraged to bring any concerns they may have regarding rules the other members and/or guests to the attention of the appropriate manager. The staff will then take action as deemed appropriate.**

**Your suggestions for improving Hideaway Beach are always welcome. Feel free to discuss them with the General Manager, or provide your comments in writing. We also welcome all Owner-Members to the regular Board of Directors' meetings, where they will have an opportunity to learn about the issues facing the Association.**

**We want all Members and guests to be fully informed so they can have an enjoyable experience at Hideaway.**

**The Board of Directors  
Hideaway Beach Association**

### **Important Phone Numbers**

Beach Club Office - (239) 394-5555  
Beach Club Fax - (239) 394-4176  
Sports Center - (239) 642-6300  
Sports Center Fax - (239) 642-4728  
Main Gate Duty Guard - (239) 642-3137  
Main Gate Automated Visitor Clearing - (239) 642-6301

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## **I. MEMBERSHIP POLICIES**

### **A. Membership: General.**

1. Each Membership provides specified privileges to not more than two named adults and their dependent children. A membership may be held by any form of legal entity, including, but not limited to, a corporation, partnership or trust, or in the name of several persons; but not more than two persons shall be designated as Owners for purposes of use rights. Dependents include all unmarried children under the age of 21 who live at home, and all unmarried dependent full-time students under the age of 25.
2. When a property is owned by an entity other than by a husband and wife only, a Voter Certificate must be completed assign one individual; one of the designated members related to the ownership of the property to vote in Association matters.
3. The rights of any Member in any category of membership are subject to temporary suspension by action of the Board of Directors for violation of any of the governing documents of the Association.

### **B. Owner Membership.**

Subject to the provisions of I,A,1, each owner of a home, lot or condominium in Hideaway shall be an Owner/Member and have full use rights to all Association facilities. Subject to the provisions of III,A,1, an Owner who leases his or her home or condominium unit (single family residence), will have no right to use the Club facilities during the term of the lease other than as a guest of another Member, unless the member owns more than one property. Annual Memberships to be eliminated through attrition.

### **C. Associates**

Associates and accompanied guests have the full use of the Hideaway Beach Clubhouse facilities, pool, Jacuzzi and beach access. This includes all dining facilities. and social functions (dances, holiday functions, pool parties, etc.). Sports Center facilities (golf, tennis, croquet, Bocce and fitness room) are not included. During the reciprocal season (May 1 through October 31): Associates will have Hideaway Beach golf, tennis, croquet, Bocce and fitness privileges; b. Associates will have social member privileges with those clubs having reciprocal arrangements with Hideaway Beach Association. The membership fee includes the prepaid service charge. The Associate is subject to a non-refundable initiation fee as set by the Board of Directors when becoming a Associates for the first

time, and must be recommended by an existing member. Associates are required to provide the necessary information and consent to the General Manager to allow the Hideaway Beach Association to obtain both a credit and criminal background report. Associate do not have Association voting rights, and are not responsible for any special assessments that are approved by the Board of Directors. Associates may use facilities not included in their membership category only if sponsored by a Member with a broader classification and only upon payment of the applicable guest fees and subject to the six-visit limitation of Rule II, E.

The number of Associates will not exceed a total of 30 in any one year. Associates are subject to renewal each year by action of a vote by the Board of Directors. This will take place on or before the October Board meeting. The dues for Associate membership are non-refundable.

#### **D. Designation of Persons to Use Facilities.**

1. When a residential lot or condominium unit is owned by two or more persons (other than husband and wife) or by a corporation, general or limited partnership, trustee or other legal entity, the Owner shall provide the Association with a written designation of not more than two persons who will be occupying the lot or unit as permanent residents. (Art. III, Section 17 of the Declaration.)
2. A designee shall be deemed the Owner/Member for purposes of determining the persons entitled to use the Association's facilities. A designee shall be a person who has a bona fide intent to occupy (the home or condo) as a permanent resident. If no such person is identifiable, a designee shall be a person who has a bona fide ownership interest in the lot or unit as a record title holder or who is a member of the immediate family thereof; or if a legal entity holds record title, a person who has a substantive relationship with such entity as a director, officer, partner, trustee or beneficiary or who is a member of the immediate family of such person. For purposes of this Section, "immediate family" means mother, father, children and siblings and spouses thereof.
3. The Association shall not approve the designation of a person whose ownership interest is *de minimis* or of a person whom the Association reasonably determines has been named as a record title holder, director, officer, partner, trustee or beneficiary solely or primarily for the purpose of obtaining rights to use the Association's facilities.
4. The Association also shall not recognize any designation which it reasonably determines has been made to circumvent or evade the provisions of the Declaration and the House and

Ground Rules, including a designation of a person for the following purposes: rewarding or compensating an Owner's employee, vendor, contractor, professional, representative or agent; or granting use rights to a former Owner who is not otherwise entitled to be a designee.

#### **E. Transfer of Use Privileges.**

Use privileges are not transferable to other parties through any means other than lease of a home or condominium unit (single family residence).

#### **F. Multiple Properties.**

Owners of more than one unit/property acquire a full Membership for each property and are responsible for all assessments for each of the properties.

### **II. MEMBER GUEST POLICIES**

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

Members are responsible for the conduct of their guests. If the conduct or attire of any guest is inappropriate for the use of any Association facility, and is not promptly rectified, the staff may ask the sponsor to have the guest leave the facility. Owners/Member must make sure all guests have a copy of the current House and Ground Rules available to them. Copies of the House and Ground Rules are available in the Hideaway administrative office. Guests of Hideaway Owners are not permitted to have guests of their own enter the property.

#### **B. Fees and Charges.**

Members should acquaint themselves concerning charges and fees applicable to activities of guests. Members are responsible for all charges and fees incurred by their guests as well as for any and all damages and charges, which occur as the result of the conduct of a guest or an attendee at a member-sponsored function or party. Guest fees for tennis, golf, bocce, croquet and the use of the fitness room will not be charged for a member's husband, wife, children, parents, son/daughter-in-law and grandchildren. Overnight Hideaway Beach house guests, provided they are not Collier County residents, will not be charged guest fees for tennis, bocce, croquet and the use of the fitness room guest fees will apply for tennis, golf, and applicable fitness classes.

#### **C. House Guests.**

House guests of an Owner Member will be issued guest cards at

any time of the year, and may use Club facilities unaccompanied. The sponsoring Owner Member must confirm in writing that the guests are house guests residing in the Owner Member's Hideaway Beach home or condominium unit (single family residence) and must specify the length of the visit at Hideaway Beach (not to exceed **14 days** in any given month). The house guest(s) must produce the appropriate guest card in order to charge to a Owner's account. Staff has been directed that service will be declined if a House Guest cannot produce a guest card as proper identification.

#### **D. Guests Other Than House Guests.**

Such guests, when utilizing Club facilities during the November through April season must be accompanied by the sponsoring Member. During the May through October season, a Member may request Club privileges for an unaccompanied guest. Such requests must be made in writing to the General Manager. Unaccompanied guest passes for immediate family (i.e. mother, father, children and siblings) have no frequency limit. Unaccompanied guest passes for persons who are not immediate family are limited to **two** guests each for a maximum of **14 days** per summer season. (A family unit of mother, father and children will be considered to be one guest.) Exceptions may be granted at the discretion of the General Manager. Guests will be issued guest cards indicating their names, sponsor's name and number, and dates of authorization. Guest cards must be carried at all times. Accompanied out-of-town guests are not subject to the use restrictions of Article II-E but are subject to guest fees.

#### **E. Local Area Guests.**

Local Guests (living in Collier County) are limited to an aggregate maximum of six visits to the recreational facilities per calendar year whether introduced by one or more Members during that period of time. Between November and April, local guests must be accompanied by the sponsoring Member. There are no frequency restrictions on entertaining a guest in the dining areas of the Beach Club, although some social functions may be limited to Members. The guest may drive to meet a member at the Sport center, Beach club or Home/Condo in season.

#### **F. No Call List.**

Visitors entering Hideaway Beach via an Owner's "No Call List" are only authorized to proceed to the member's home. This includes but is not limited to family, friends, house/condo may not use any of the facilities unless separately introduced as a guest.

1. Each "No Call List" shall be limited to a maximum of (2) persons who are related to the owner/member. The no call list

will also have a list for key holders, will also include medical assistance personnel, cleaning service, It is not necessary to put lawn or pool maintenance personnel on the list.

2. Each Member's "No Call List" will expire on January 1st of each year. The member must renew the list with the Security staff.
3. Construction contractors will not be listed on the "No Call
4. Persons listed on an Owner/Member's "No Call List" must be accompanied by the Owner/Member at any Hideaway Beach sports or recreational facility or dining venue in season. Staff has been directed to refuse access to sports and/or recreational facilities and dining venues if a person on a member's "No Call List" is not accompanied by the Owner/Member in season.

### **III. RENTAL/LEASE POLICIES**

#### **A. Lessee/Renter Memberships.**

1. Home or Condominium unit (single family residence) Member/Owners of good standing have the right to lease (the term "lease" shall also mean "rent") with the understanding that lessees will occupy and reside in the leased home or condominium unit (single family residence) during the term of the lease. Member/owners may lease their property not more than once in any twelve (12) month period, and for a period of not less than thirty (30) days. (See Article III, Section 4, A, of the Restated Declaration of Covenants, Conditions and Restrictions of Hideaway Beach.) As noted in House & Ground Rule I, B, "An Owner/Member who leases his or her home or condominium unit (single family residence), will have no right to use the Club facilities during the term of the lease other than as a guest of another Member, unless the member owns more than one property. Multi-family homes and or duplexes are not permitted within the Hideaway Beach community.
2. All applications for Lease/Rentals must be submitted by the Owner/Member, in writing, to the General Manager at least thirty (30) days prior to occupancy. At the same time the application is submitted, the Owner/Member must include the following: (i) a copy of the rental agreement (lease or contract); (ii) HBA approved Lease Addendum signed by the Lessor(s) and Lessee(s); (iii) if the lease/rental is for a condominium unit, a copy of authorization by the respective condominium association, if required, that the lease has been approved; and (iv) a check payable to Hideaway Beach Association, Inc., for the application fee of \$200.00 as set by the Board of Directors.



3. The Lessee is required to provide the necessary information to the General Manager for Hideaway Beach Association to obtain a credit and criminal background report as part of the application process and sign a form authorizing Hideaway Beach Association to conduct same at the Association's discretion.
4. The Lessee is responsible for a monthly Food and Beverage minimum of \$250.00 as set by the Board of Directors. Alcoholic beverages are excluded.
5. The Owner/Member remains responsible for the annual Association assessment and any special assessments as approved by the Board of Directors.
6. The Owner is responsible for any unpaid charges or fees incurred by the Lessee and will be subject to the existing membership billing policy.
7. By appointment, at the start of the lease, the new Lessee(s), two named adults, are required to attend a mandatory meeting, conducted by the General Manager or his designee, to communicate to the Lessee the Association's rules, describe hours of operation, introduce key staff, describe Club functions, and the like.
8. Each home or condominium unit (single family residence) is allowed a maximum of two adults, and their dependent children, who are afforded the use of Hideaway Beach facilities during the term of their lease agreement of a home or condominium unit (single family residence) at Hideaway Beach.
9. Voting rights will be retained by the Owner/Member or individual authorized by a Voter Certificate.
10. Violations of Rules and Regulations – The Lessee(s) are responsible for their own actions and the actions of their dependents and guests. Any conduct in violation of the Hideaway Beach Association's House and Ground Rules may warrant the suspension of the Lessor's or Owner/Member's and the Lessee's privileges. The Association may also institute legal action for which the Lessee and Owner/Member may be liable for attorney's fees.
11. A Lessee, or Owner/Member or any of his/her family or guests, may be subject to disciplinary action by the Association for the submission of false information on the lease application, application for guest privileges and any other action deemed to be "conduct unbecoming a member of the Association."

12. An Owner may list a property with a rental agency but the listing Owner Member is responsible for insuring that the agency clearly advertises the unit as a minimum 30 day or longer single rental of a home or condominium unit (single family residence). A member's property may only be rented once per year. (See bylaws)

#### **IV. SALES POLICIES**

##### **A. Sales.**

1. Realtors may drive up to the gate with clients and be admitted by showing a photo business card, or a non-photo business card and driver's license. The gate staff will collect the business card and record the date, time and location(s) of the visit on the back of the card. The card will be kept on file should any questions arise concerning the visit.
2. The realtor and client(s) are allowed to peruse the grounds, clubhouse, golf course, tennis courts, beach, etc. before or after showing the properties in question.
3. There will be no need for escorts, except open houses. If the agency contacts the Gate House concerning who will be arriving to visit a property, or if the realtor simply drives up to the gate with a client on the spur of the moment, access will be granted based on the owners form on file at the Gate House.
4. Realtors may show clients multiple listings within Hideaway Beach on one visit.
5. Open Houses will be continued with no open gate policy. Interested parties, defined as realtor/owner, will need to coordinate access and escort functions.
6. To arrange an Open House, the agent should contact the Security Manager at the Gate House telephone (239)-642-2870.
7. If a realtor is unfamiliar with Hideaway Beach and desires assistance from Hideaway Beach to show our common property, the main office should be contacted, and a member of the staff will greet the interested parties and assist in the showing process.
8. The HIDEAWAY BEACH CONDO, HOUSE, LOT FOR SALE REGISTRATION form will be completed by the owner and held on file at the Hideaway Beach Club Office, with a copy on file at the front gate, until the property is sold. (This form and the file provide legitimacy to the realtors desiring access to Hideaway Beach from the members

desiring to sell their properties.)

9. Realtors will be expected to follow the rules and regulations of Hideaway Beach when on the property. At the same time, realtors who are treated rudely or inappropriately should contact the Security Manager at the above number.

#### **B. Sign Regulations.**

1. No signs of any kind or description shall be posted on any lots at Hideaway Beach. (Emergency or safety signs are exempt and one security service sign, no larger than 12" x 12" is permitted per home.)
2. No visible "For Sale" signs shall be posted on the property, affixed to the property or structure, or otherwise displayed at any existing building at Hideaway Beach.
3. Refer to the ARC Manual for regulations pertaining to construction signage.
4. No vender signs are allowed anywhere on Hideaway Beach property.

### **V. SERVICE CHARGE/GRATUITIES/BILLING POLICIES**

#### **A. Service Charge/Gratuities.**

A Food and Beverage service charge for an amount designated annually by the Board of Directors is automatically added annually to members' statements. A Service Charge for Private party food and beverage purchases will be automatically added to the event statement. Members will be invited each year to contribute to a holiday fund to be shared by **all** employees. It is permissible to offer a gratuity to the valet parking attendant.

#### **B. Billing Policies.**

1. Annual Assessments for Owner Members:

Annual assessments for Owner Members will be billed on or about November 30<sup>th</sup> and shall be due and payable in full by January 1<sup>st</sup> of the year for which the assessments are made.

Per Hideaway Beach Association Restated Declaration of Covenants, Conditions and Restrictions, Article VII, Sections 1 through 8, if an annual assessment is not paid in full on or before January 31<sup>st</sup> of such year ("due date"), the assessment shall become delinquent and interest at the rate of 1½% per month, or 18% per annum, shall be charged on such delinquent amount from the due date until such

assessment is paid.

If an annual assessment is not paid in full on or before the end of January of such year, the Owner Member's use rights and privileges shall be automatically suspended until such assessment is paid.

If an annual assessment is not paid in full on or before the end of February of such year, the Owner Member's account shall be referred for collection action.

2. Monthly Charges:

All monthly charges incurred by an Owner Member or Associate will be billed monthly on the last day of the calendar month in which the charges are entered. Such charges shall be due and payable on the last business day of the following month ("due date"). If the charges are not paid by the due date, interest at the rate of 1½% per month, or 18% per annum, shall then be charged on such unpaid amounts until paid.

If a balance of monthly charges becomes more than 90 days past due, the use rights and privileges of the Owner Member or Associate shall be automatically suspended and can be referred for collection action.

If the balance of the monthly charges of a Associate becomes more than 60 days past due, the membership of the Associate shall be subject to termination.

The General Manager is authorized to waive up to one month's interest charges of an Owner/member or Associate whose account is past due 30 days on grounds of undue hardship or other special circumstance; provided that such past due amounts are paid in full within 30 days of the due date. The Board of Directors must approve any waivers of interest on accounts past due in excess of 30 days.

3. Collection Action/Costs and Fees:

Collection action may include an action at law to recover unpaid amounts and interest owing thereon and enforce the Association's lien on an Owner Member's property for unpaid assessments. The Owner Members and Associates shall be responsible for costs and reasonable attorney fees incurred by the Association in bringing or taking such action.

**C. Exchange Rates.**

Foreign currency will be credited to an account at the exchange

rate at the time of deposit as realized by the Association. The amount credited will be the actual amount received by the Club in U.S. dollars, after deduction of any applicable fees or charges.

#### **D. Gift Certificates.**

Any Gift Certificate issued by the Club for Food and Beverage or for Pro Shop merchandise or services will be valid for only the time stated. No extensions may be given. Gift Certificates may not be used towards payment of Member's accounts.

### **VI. BEACH CLUB POLICIES**

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

The Association is not responsible for the loss of any personal property of Members or guests. A "Lost and Found" is located in the Clubhouse and Pro Shop.

The Association must comply with all State of Florida Alcohol Beverage Laws. Therefore, the Association must verify their age upon the request of an employee of the Association when ordering alcoholic beverages (21 or older). This applies to all venues. Service will be denied if it is determined that any person has consumed too much alcohol. In addition, valet service attendants have the right to refuse to allow a person to operate a motor vehicle if he/she is deemed to be intoxicated.

#### **B. Dining Reservations.**

1. Lunch and dinner reservations are strongly recommended to ensure that dining rooms are appropriately staffed, and that Members and guests receive proper service. Reservations for special events must be cancelled 48 hours in advance or the full price of the event will be charged. Some events will have an extended cancellation policy, the time period to be posted.

#### **C. Private Dining Room Use and Vintner's Club**

1. Reservations are required in advance for use of the private dining rooms, lounge and Gulfview Room by individual members or groups. The Catering Director should be contacted a minimum of 72 hours prior to the event. Availability is not guaranteed.
2. The Vintner's Club shall be open for membership to all Owner/members,

#### **D. Member Directory**

The Member Roster, in any form (i.e. written, electronic, etc.) is

meant for the personal social use of the membership. It is not to be used for business or personal charitable solicitation purposes.

## **E. Dress Code**

Sand Bar: Beach attire, tank tops, tee shirts, denim, and shorts are permitted at the Sand Bar for lunch and dinner. A shirt or cover up must be worn over swim attire. Shoes or sandals must be worn.

Clubhouse: Bathing suits, beach attire, tank tops, extreme shorts, cut-offs and men's hats are not permitted. Shoes must be worn. Men must wear shirts with sleeves.

Lounge & Terrace: For Lunch, golf and tennis attire, dress shorts, tee shirts, slacks or dress jeans (defined as tasteful and neat with no holes or distress/tattered) are permitted. Shoes or sandals must be worn.

Lounge & Terrace: After 5:00 pm, collared shirts are required for men. Dress shorts are permitted for men and woman. Slacks or dress jeans (defined as tasteful and neat with no holes or distress/tattered) are permitted.

Coconut Grille: For dinner service, collared shirts and slacks are required for men. May – October shorts are permitted. Slacks (defined as tasteful and neat with no holes or distress/tattered) are permitted. There will be no denim permitted.

Gulfview Room: Dress code to be determined by the room's event.

### Pool-Spa Rules

Proper swim attire is required. A shirt or cover up must be worn while utilizing the common grounds and when dining at the Sand Bar.

### Golf

Dress Code for gentlemen: golf shirts or mock turtleneck with sleeves and slacks or Bermuda shorts. Shorts for the gentlemen shall be no more than 4" above the knee. Dress Code for ladies: tops with collars and/or sleeves, slacks, Bermuda shorts, or golf skirts. Ladies shorts/skorts are to be no shorter than 16" long. Cut-offs, cargo pants/shorts, bathing suits, running shorts, tank tops, denim, or jeans are not permitted. Proper footwear consists of rubber or soft spiked shoes. Tennis and soft-soled shoes will be permitted. Improperly dressed golfers will be refused play. If there is any doubt about attire, please check with the Pro Shop.

### Bocce

Outdoor sports attire. Swimsuits must have coverups. No spikes or heels are permitted on the Bocce courts.

### **Tennis and Pickleball**

Dress Code for gentlemen: tennis shirts with sleeves, tennis shorts or warm-ups. Dress Code for ladies: tennis tops and tennis shorts or skirts, dresses, athletic legwear or warm-ups. Not permitted are cut-offs, bathing suits, running shorts, denim, or jeans. Only tennis shoes approved for soft courts are permitted. Improperly dressed tennis players will be asked by the staff to change before playing. If there is any doubt about proper attire, please check with the Pro Shop.

### **Croquet**

Dress Code: Spikeless golf or tennis shoes are the only shoes acceptable. Cut-offs, bathing suits, running shorts, denim, and jeans are not permitted. Improperly dressed croquet players will be asked by the staff to change before playing. If there is any doubt about attire, please check with the Pro Shop.

### **Sport Center / and or Gym/ Fitness Classes etc.**

Dress Code: Traditional gym clothing is acceptable.

Shoes worn on the Golf Course or Tennis Court must be thoroughly cleaned of soil before entering the Fitness Center or using the exercise equipment.

## **F. Decorum.**

1. Our goal is to provide Members and their guests with an atmosphere conducive to warm social gatherings. The staff may refuse service to anyone who may jeopardize this atmosphere as a result of inappropriate conduct or the excessive consumption of alcohol. Cell phone use is prohibited in the dining areas and smoking is prohibited in the Beach Club and in the screened-in area of the Sand Bar. Smoking will only be permitted in the designated smoking areas and the Golf Course. Smoking also includes the use of e-cigarette or vaping paraphernalia
2. No glass is permitted in the pool, picnic or beach areas. Food and beverages are welcome at the picnic area. Please use caution around the barbeques. Be sure that all embers are extinguished and all debris is in trash receptacles with the lids tightly sealed.
3. Food and beverage service is available at the Sand Bar. Members may not bring coolers, food or alcoholic beverages to the Beach Club, Sports Center or pool area; refreshments are allowed at the bocce and croquet courts.

## **G. Pool-Spa Rules.**

1. Pool hours are from 10:00 a.m. until sunset, unless otherwise posted. Management has the right to adjust opening and closing hours to accommodate private functions and social events. Members and guests must observe posted pool and spa rules. No diving is permitted. Conduct in the pool and spa areas must be considerate of others.
2. Proper swim attire is required. A shirt or cover up must be worn while utilizing the common grounds and when dining at the Sand Bar.
3. Please shower before entering the pool and spa. If you apply oils or lotions while sunbathing, please shower again before reentering the pool.
4. Children under 12 must be supervised in the pool area. Any child not toilet trained must wear waterproof “rubber” pants over diapers. Water wings for small children are appropriate; floating rafts are not permitted. No children under 12 are permitted in the spa at any time.
5. No pets are allowed in the pool or the pool area.
6. Staff may request that a Member or guest leave the pool or pool area for non-compliance with the rules.

## **VII. SPORTS CENTER POLICIES**

### **A. General.**

1. The Association is not responsible for the loss of golf clubs, tennis racquets, sports equipment or other personal property. HBA staff does not retrieve articles left behind at Club facilities. If another Member turns in articles, they are placed in the “lost and found” located at the Pro Shop.
2. No teaching pro in any sport - tennis, golf, croquet, or fitness - may solicit business at Hideaway Beach or use the facilities of Hideaway Beach for teaching purposes unless he/she is an employee of the Hideaway Beach Association.
3. Members may not bring coolers, food or alcoholic beverages to any of the Sports Center facilities.

### **B. Live Oak and Acorn Rooms.**

Room reservations must be made through the Pro Shop. There will be a charge to use the Live Oak Room for a non-Hideaway event. The General Manager may waive the fee. Any food or



drink served at any function in the Live Oak/Acorn Rooms must be catered by Hideaway Beach Club.

### **C. Pro Shop Purchases, Other Charges.**

1. Members and guest's purchases, guest fees, entry fees, lessons, equipment and professional services may be charged to the Member's account. Under no circumstances may the member pay or the Pros accept cash.
2. Guests who make purchases may charge them to the introducing Member's account or by credit card or personal check. Merchandise charged to a Member's account must be returned within 30 days for exchange or crediting to a Member's account. Purchases paid for by personal check may only be exchanged for other merchandise. No refunds or exchanges will be allowed after 30 days.
3. Demo equipment must be signed out with the Pro Shop staff and returned the same day, or within 24 hours if playing at another golf course. Failure to return the equipment will result in the Member's account being charged for the item(s).

### **D. Golf Rules and Regulations.**

1. Dress code applies on the golf course and encouraged at golf practice facilities. Dress code for gentlemen: golf shirts and mock turtlenecks with sleeves and slacks or Bermuda shorts. Shorts for the gentlemen shall be no shorter than the extended length of your arm to the tip of your finger. Dress code for ladies: tops with collars and/or sleeves, slacks, Bermuda shorts, or golf skirts. Ladies shorts/skorts are to be no shorter than the extended length of your arm to the tip of your finger. Cut-offs, cargo pants/shorts, bathing suits, running shorts, tank tops, yoga and tennis apparel, teeshirts, and jeans are not permitted. Proper footwear consists of rubber or soft spiked shoes. Tennis and soft soled shoes will be permitted. Certain modifications and/or amendments to this dress code may be requested with approval of the Golf Professional only. Improperly dressed golfers will be refused play. If there is any doubt about attire, please check with the golf staff.
2. No play will commence before 8:00 a.m. Each group must sign in at the Pro Shop and check in with the starter before commencing play. Players may not start regular play from any tee other than number one unless otherwise instructed by the golf operations staff. This is not intended to prohibit late day/early evening casual hole-by-hole play that does not interfere with any reserved rounds. Tee times are accepted seven (7) days in advance.

Ex: If your intention is to play 27 holes (3 tee times x 9 holes) you may only book a maximum of 3 tee times.

3. Members who sponsor guests, other than houseguests, during the November through April season must accompany the guests. Family and House guest may play golf unaccompanied, but the sponsoring member must arrange the tee time. All other guest must be accompanied by a member during the months of November through April. Any other unaccompanied play must be approved by the General Manager or Golf Professional.
4. In general, play is by walking; however single riding golf carts are permitted on the course upon approval of the Golf Professional and General Manager. Each cart must be approved by the Golf Professional and General Manager prior to purchase on a case-by-case basis. The Golf Professional or Superintendent will determine when course conditions prohibit play or the use of riding carts. All riding carts must remain on paved surfaces where accessible around tees and greens, or no closer than 20 feet from the tees and greens. Handicap stickers will be provided for those who are deemed medically necessary on a case-by case basis to provide closer access. When the golf course is closed for maintenance, the practice areas may also be closed. Please check with the golf staff.
5. Excessive practicing on the golf course is prohibited. Searching for golf balls on the golf course and in the water hazards is prohibited other than in the normal course of play. Each player is limited to playing only one ball and practice is not permitted except at the driving cages, practice putting green and the practice chipping area bordering the fourth fairway. Practice range balls are furnished for all players and must be kept solely on those practice facilities. No range balls are permitted for play on the course. "Ball Hawking" (i.e. retrieving balls, other than your own, from hazards) is not permitted. It is unsafe to stand on the rocks surrounding water hazards and therefore is strictly prohibited.
6. Players are requested to avoid newly planted trees or areas marked ground under repair. All carts should be no closer than ten 10 feet from greens and tees from greens and tees. Players should repair all ball marks on all greens and rake bunkers after play in line with play within the bunker. Divots should be filled with sand provided on tees and around the golf course. Do not replace your divot as they will not grow back.
7. United States Golf Association (USGA) Rules apply except

as noted on the scorecard. Foursomes will have priority over twosomes or singles. 5-somes may be permitted only at the discretion of the Golf Professional. As courtesy slower groups should allow faster groups play through. Golfers playing a second nine holes must give way to those with tee times starting on number one tee. In all cases slower golfers must allow following golfers to play through. At the discretion of the Professional Staff, twosomes and singles may be paired.

8. Members and guests must conduct themselves in an appropriate manner. Members are responsible for acquainting guests with the rules and etiquette of golf. Juniors need to be accompanied by an adult at all times. A junior is 16 years of age and younger.
9. To be eligible for prizes and awards in Club events a member must have a Handicap established GHIN handicap. Five (5) scores must have been recorded in the GHIN network within the past 12 months to qualify. Scores must be posted for all events AND casual rounds. The professional has the discretion and ability to modify and adjust all Handicaps. Sweeps will run from the period of June 1 to May 31, and must be redeemed by May 31 of each year. Championship events are open to Owner Members who are 21 years of age or older. Non-Championship events are open to Owner Members and guests provided they have a verifiable GHIN Handicap number.
10. Each player must have his/her own golf bag. Sharing bags is not permitted unless expressly approved by the Golf Professional. Locker storage may be rented on an annual basis and is to be used only for the golf equipment.
11. No pets are allowed on the golf course.
12. Walking, jogging, bicycling, fishing, or recreational activities are not permitted on the golf course at any time.

#### **E. Bocce**

Outdoor sports attire. Swimsuits must have coverups. No spikes or heels are permitted on the Bocce courts.

#### **F. Tennis and Pickleball Rules and Regulations.**

1. Dress Code for gentlemen: tennis shirts with sleeves, tennis shorts or warm-ups. Dress Code for ladies: tennis tops and tennis shorts or skirts, dresses, athletic legwear or warm-ups.

Not permitted are cut-offs, bathing suits, running shorts or jeans. Only tennis shoes approved for soft courts are permitted. Improperly dressed tennis players will be asked by the staff to change before playing. If there is any doubt about proper attire, please check with the Pro Shop.

2. No play will commence before 7:30 a.m. or continue after 10:00 p.m. All players must register in the Pro Shop or ForeTees before playing. Advance reservations are accepted two days in advance. Evening reservations will be posted on the Pro Shop door. Players who are not on their assigned court within 15 minutes of their reservation will forfeit their reservation.
3. Reservations are limited to one and one-half hours. Those who wish to continue play should contact the Pro Shop or ForeTees to see if a court is available. Players must cancel any court reservation, which they are unable to use. Failure to do so may result in loss of reservation privileges.
4. Tournaments and scheduled Club matches planned in advance will have priority over other play. In all such cases, efforts will be made not to schedule all courts so as to leave some open for general play. Players who sign up for an event and do not show up may be charged for the event.
5. Championship events are open to Owner/Members who are 18 years of age or older. Non- championship events are open to Owner/ Members, dependents of members who are 18 years of age or older, and renters.

#### **G. Croquet Rules and Regulations.**

1. Dress Code: Spikeless golf or tennis shoes are the only shoes acceptable.. Cut-offs, bathing suits, running shorts and jeans are not permitted. Improperly dressed croquet players will be asked by the staff to change before playing. If there is any doubt about attire, please check with the Pro Shop.
2. No play will commence before 9:00 a.m. All Members and guests must register before commencing play.
3. Reservations are accepted up to two (2) days in advance. Court is subject to availability on days when clinics or special events are scheduled.

#### **H. Sports Center / and or Gym / Fitness Classes.**

1. Sign Up: From 6:00 a.m. until closing Members and guests must sign up in the Fitness center prior to use.

2. Dress Code: Traditional gym clothing is acceptable. Shoes worn on the Golf Course or Tennis Courts must be thoroughly cleaned before entering the Fitness Center or using the exercise equipment
3. No child under the age of 12 may use the Fitness Center facilities. Children ages 13 to 17 may use the Fitness Center until closing, and must be supervised by an adult Member.
4. In consideration of fellow Members who are waiting for a particular piece of equipment, please limit usage to 30 minutes.
5. Towels and other locker room amenities must not be removed from the Fitness Center/locker room. Soiled towels should be put in the receptacles provided.
6. Shoes worn on the golf course or tennis court must be thoroughly cleaned of soil before using the exercise equipment.
7. When fitness classes are limited in size, preference will be given to participants in this order: Owner/Members, Lessees/Renters.

#### **I. “Thorguard” Lightning Warning System.**

When the lightning warning sounds all outdoor activity; on the golf course, tennis courts, croquet court, walk paths, etc., must cease and individuals should seek shelter. When the threat of lightning has passed the alarm will sound an “all clear.”

### **VIII. VEHICULAR AND PEDESTRIAN TRAFFIC**

#### **A. Vehicle Identification at Gatehouse.**

1. The Security staff will issue bar codes to all Members so that they may use the automatic gate. Initially, all Members will receive (2) bar codes free of charge. Additional bar codes may be purchased by a Member for the going rate with proper documentation. All vehicles must be registered to the Member. Associate Members will be issued (2) bar codes free of charge. Bar codes will only be provided for vehicles registered to the Member. Condo owners must follow the rules of their condo association. Adult family members who live outside Hideaway must use guest passes. Hideaway is not responsible for damage to any vehicle while on Association property unless caused by a Hideaway Beach Association employee in performance of their duties.

2. To receive a bar code, the Member must produce the vehicle, the permanent vehicle registration showing that the vehicle is registered to the Member and sign the Association's standard application form. Bar codes will only be available from the Main Gate Monday – Friday from 9:00 a.m. until 1:00 p.m.
3. If a Member's vehicle is transferred or a new license plate is issued, the Security staff must be notified so that the old bar code can be deactivated in the computer and the new tag information entered.
4. A Lessee/Renter whose lease term is for three (3) months or more may apply for a bar code. It will operate the automatic gate during the term of the lease and the lessor/Owner's bar code will be deactivated during that period. A Renter whose lease term is shorter than three (3) months may receive an extended gate pass.
5. Members must supply Security with the name of each non-member invitee to their homes. All such persons, and all deliverymen, must give a destination to the Security staff; if there are multiple destinations, they must all be registered at the gate. No one will be admitted whose name has not previously been furnished to the Security staff by a Member.
6. Persons entering the gate to do construction work, home improvements, or landscaping contractors are permitted on the grounds from 7:30 a.m. to 5:00 p.m., Monday through Friday only. Weekend work may be permitted only at the General Manager's discretion and written approval and only by completing and submitting, in advance, a Saturday Work Request Form. The forms are available in the Association office and on the Hideaway Beach Website. Emergency repair service is allowed. No deliveries on weekends without the General Manager's approval. This will not conflict with Condo rules. Saturday construction is allowed April 15 through October 15, from 8:30 a.m. – 4:00 p.m. with prior approval as discussed above. Please refer to the ARC manual for additional questions or call the Director of Land and Environmental Management at 239-642-2830.

## **B. Traffic Rules/Violations**

1. All vehicles must abide by posted speed limits and Members are responsible for insuring compliance by Dependents and guests. All vehicles must abide by posted speed limits throughout the community. The speed limit is 20 mph. Members are responsible for violations of the speed limit by all family members and guests. The Association has a speed measuring device that monitors speed and will take a photo of the speeding vehicle. During a twelve (12) month period,

a first-time violation of the speed limit by a member, his family, or his guest, may result in a written warning being issued to the member responsible for the violation. A second violation within that 12-month period may result in a fine of \$100 being levied against the member responsible for the violation. Any subsequent violations within that 12-month period may result in the suspension/deactivation of the gate entry bar code of the member responsible for a period of thirty (30) days. Vendors or contractors who violate the speed limit will receive a warning for a first-time violation. Any subsequent violations by a vendor or subcontractor may result in the identified driver of the vehicle being denied access to Hideaway Beach.

2. Parking is allowed only in designated parking spaces or in an Owner's condominium or driveway. Overflow parking should use either the Beach Club or Sports Center parking lots. Parking is not allowed on the right-of-ways, on Association common property, or on empty lots except ARC construction projects.
3. No commercial vehicles, recreational vehicles, trucks, trailers, boats, or boat trailers shall be parked overnight except in a Member's garage.
4. Construction vehicles must comply with a parking plan approved by the ARC.
5. Security will monitor construction sites for parking and environmental compliance; violations shall be reported to the General Manager, logged for action against the Owner of the property involved and reported to the ARC.
6. When Security notifies an Owner about their, or their guest(s), violations they are not to be subjected to threats, bad language, or denigration. All such incidents will be immediately reported to the General Manager.

### **C. Internal Violations by Guests.**

The gate staff may witness violations of our rules and will inform the guest and Owner of the violation. Examples of the most often cited violations on Hideaway Beach property are underage operators of golf carts (guest must have a valid driver's license to operate a golf cart in Florida), in the pools after hours, driving golf carts on the beach or other restricted areas, etc. The first violation will result in a warning; after a second violation the General Manager will be notified and a letter will be sent to the Owner. A third violation will result in the Board of Directors being informed of all infractions.

### **D. Contractors.**

Any contractor entering Hideaway Beach property, except pool service people and landscapers, will be checked in the computer system to ascertain if they are authorized entry. If authorized, a computer entry will be made and they will be issued a colored pass. This pass will contain the date, time, and location of the visit. The contractor must display this pass on dashboard of his vehicle. A different colored pass will be used each day.

#### **E. Golf Carts and Other Self-Propelled Vehicles.**

All owners of golf carts, motorized scooters, mopeds or any other self-propelled vehicles are required to register them with Security at the Gate House and to complete the Association's standard registration form. A sticker will be issued and must be displayed on the vehicle at all times. No one may operate or allow the operation of a golf cart or other self-propelled vehicles on the property without a valid driver's license. Normal traffic rules apply at all times (stay to the right, signal all turns). No golf carts or other self-propelled vehicles are permitted on the beach except for maintenance by the Association or in emergencies.

#### **D. Skates and Skateboards.**

Skaters are not allowed in or on the pavers surrounding the Beach Club and the Sports Center, or in the pool or Sand Bar area. Skates are not permitted inside any building. Skateboarding is not permitted anywhere in Hideaway.

#### **E. Walk Paths.**

The walk paths are for the use of walkers, joggers, and strollers only. Do not drive golf carts, other self-propelled vehicles or bicycles on the paths. Only Association staffs are permitted to drive on the paths.

#### **F. Pets.**

Except for service dogs, no pets are allowed at the Beach Club or on the recreational grounds. Collier County law bars dogs and other pets from the beach. When on any part of Hideaway common property, including the south side, dogs must be leashed at all times. Dog owners are responsible for cleaning up waste matter left by their dogs on ALL Hideaway property.

### **IX. MEMBER-EMPLOYEE CODE OF CONDUCT AND ETHICS**

#### **A. Harassment**

The Association is committed to maintaining a discrimination-



free environment. It is the policy of the Association to prohibit discrimination based on any legally protected status, including, but not limited to race, color, religion, national origin, gender, disability, age or marital status.

One aspect of our equal employment opportunity policy is that the Association strictly prohibits and does not tolerate harassment of any form related to an individual's race, color, gender (sex), marital status, national origin, age, religion, disability, or any other characteristic protected by law. The Association prohibits such harassment of members or employees by one another or by third parties. Prohibited conduct may result in the member being subject to grievance and the employee being subject to disciplinary action up to and including discharge. Employees, please refer to the Association's Equal Employment Opportunity and Anti-Harassment Policy in the Employee Handbook.

Sexual and other harassment may take many forms. These forms include, but are not limited to:

- Unwelcome and offensive verbal conduct, such as remarks, comments, yelling, abusive language, jokes, slurs or lyrics or sexually explicit conversation.
- Unwelcome and offensive visual conduct, including pictures, cartoon drawings, photographs or other communications, including videotape, e-mail, Internet programs or web sites.
- Unwelcome sexually explicit or suggestive objects.
- Unwelcome physical conduct, including touching, staring, fondling, restraining, patting, rubbing, or brushing, regardless of the gender of the individuals involved.
- Unwelcome and repeated requests for sexual favors, or sexual advances or dates.

The Association takes good faith allegations of sexual and other forms of harassment very seriously. If you believe that you have been subjected to any type of harassment or if you observe incidents of harassment, you should do the following:

1. Document any incident of alleged harassment, including the date, time, place, what was said or done, and the surrounding circumstances; and
2. Members should immediately report the matter to the Association's General Manager or the President of the Board of Directors. Employees should immediately report the matter to their supervisor, the Human Resources Director or the Association's General Manager.

## **B. Fraternization.**

While the Hideaway Beach Association encourages amicable, cordial and professional relationships between Association Members and employees, it recognizes that relationships between members and employees may affect performance. Accordingly, relationships between members and employees, which affect employee performance, are prohibited.

Fraternization may take many forms. These forms include, but are not limited to the following:

1. Staff members are not guests of the Association and may only use the facilities when introduced as the guest of a Member.
2. To avoid the appearance of a conflict of interest, gifts and invitations should not be offered or given to staff members beyond the level, which is reasonable and customary under the circumstances of the staff member/club member relationship.
3. Close or intimate club member/staff member relationships and socialization, may be perceived to create an environment of favoritism between staff and certain members or vice versa.

If at any time an Association member and an employee become involved in a relationship in violation of the Anti-Fraternization Policy, it is the duty of the employee to disclose the issue to the General Manager.

Violation of this policy may result in the employee's termination.

## **C. Civility**

In furtherance of maintaining a pleasant and professional environment at all times and achieving high standards of conduct, the Association expects professional and respectful behavior, conduct and civility on the part of its members and employees. All Association members and employees deserve a professional and congenial environment, and should treat one another with courtesy, consideration and professionalism. This means exhibiting a genuine respect for each other and practicing **"The Golden Rule."**

## **X. MISCELLANEOUS**

Violations of any of the following items will be referred to the General Manager.

#### **A. Conservation Area.**

No one will remove, clear, or trim any vegetation in the Conservation Area except in compliance with state and local environmental and conservation regulations and the Association's Conservation Area Management Plan (C.A.M.P.).

#### **B. Wildlife.**

No person, under any circumstance, shall feed any wildlife within the confines of Hideaway Beach. Feeding alligators is a misdemeanor in Florida and may require the State to remove and destroy the animal.

#### **C. Beach.**

The beaches are public property to the erosion control line, which is approximately the vegetation line. Therefore, we have no jurisdiction over people walking or beaching boats as long as they comply with County laws including but not limited to animal, alcohol, noise, and fire restrictions. State law prohibits personal watercraft from being launched from or stored on the beach.

#### **D. Condominiums.**

Each condominium is private property, and has its own rules. Members who are not residents in a particular condominium are not permitted on its premises, except as guests of residents.

#### **E. T-Groins.**

The T-Groins are very dangerous and should be avoided at all costs. To avoid a serious accident, keep off the T-Groins on the beach.

#### **F. Keys and Packages.**

Under no circumstances should a staff member, including Security personnel, be asked to hold keys and/or packages (incoming or outgoing).

### **XI. ADMINISTRATION OF RULES**

#### **A. Penalties.**

As a general matter, and subject to exception when warranted by the Board of Directors, on the occasion of a first offense for a

violation of these Rules and Regulations, the Member will receive a letter from the General Manager. A subsequent offense will result in further remedial action, including but not limited to referral to the Board of Directors.

#### **B. Violations by Guests and Dependents.**

Members are responsible for the actions of their guests and dependents, and monetary fines or other remedial measures in respect to the conduct of a guest or dependent will be assessed against the sponsoring Member. In addition to such action as may be taken against the sponsoring Member, guest privileges may be suspended.

#### **C. Action by the General Manager.**

Staff members have been instructed that if they witness behavior by a Member or a guest in violation of the Rules of the Association which can easily be corrected by the Member, (such as improper attire), the staff member may remind the Member of the provision of the applicable rule or regulation. Similarly, staff members welcome questions, comments, and constructive criticism. However, any serious complaint about staff service or employee behavior must be brought to the General Manager and serious violations by a Member or guest will be referred by staff to the General Manager.

#### **D. Action by the Board of Directors.**

1. In accordance with the applicable provisions of the Association's By-Laws, no Member shall be suspended or fined except by the affirmative vote of a majority of the members of the Board, and only after the Member has been furnished written notice of the charges, has had 14 days notice, and has had an opportunity to appear before a three- Member non-Board Committee appointed by the Board of Directors. Written materials that either the Board or the Member wishes to furnish to the members of the three- member Committee must be furnished to them at least two (2) days prior to any scheduled hearing.
2. Major violations may warrant suspension of privileges for a period not greater than 90 days and/or the imposition of fines. In an extreme case, the Association also may institute legal action against the offender.
3. Major violations may include, but are not limited to, the following:
  - a. Physical assault upon a Hideaway Member, guest, or Hideaway staff, which includes any unwelcome touching;

- b. Using profanity toward, or other verbal abuse of a Hideaway Member, Hideaway staff, management or the Board of Directors;
- c. Knowingly misrepresenting a material fact concerning a charge of alleged misconduct;
- d. Willful damage to, or theft of, any property of the Association;
- e. Repeated speeding within Hideaway Beach property;
- f. Repeated violations of these Rules and Regulations or other governing documents of the Association.

The above does not apply to the failure to pay Annual Assessments or Monthly Charges. Procedure for these events is outlined in V, B, 1-4.