

**LAKES BY THE BAY SOUTH
COMMUNITY DEVELOPMENT DISTRICT**

**ISLES AT BAYSHORE CLUB
RULES AND REGULATIONS**

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LAKES BY THE BAY SOUTH COMMUNITY DEVELOPMENT DISTRICT

ISLES AT BAY SHORE CLUB RULES AND REGULATIONS

The Lakes by the Bay South Community Development District (“**District**”) adopts these Isles at Bayshore Club Rules and Regulations (the “Club Rules and Regulations,” “Club Rules” or “Rules and Regulations”). The rights and obligations of each user of Isles at Bayshore Club (the “**Club**”) are set forth in the Amended and Restated Isles at Bayshore Club Plan, as amended from time to time (the “**Club Plan**”), and in these Rules and Regulations. All initially capitalized terms shall have the meanings set forth in the Club Plan.

1. **Membership.**

1.1 **Members.** Every Owner (other than an Owner who has leased his Home to a Lessee) and every Lessee shall be a Member; provided, however, for the purposes of Membership, there shall be only one Owner or Lessee per Home. A person shall continue to be a Member until he or she ceases to be an Owner, or ceases to be a Lessee legally entitled to possession of a rental Home. Once an Owner leases a Home, only the Lessee shall be entitled to exercise the privileges of a Member with respect to such Home; however, the Owner and Lessee shall be jointly and severally liable for all Club fees and charges.

1.2 **Lessees.** “Lessee” shall mean the lessee named in any written lease respecting a Home who is legally entitled to possession of any rental Home within the Community and who has obtained the prior approval of the Association. If there is more than one (1) Lessee of a Home, only one (1) of the persons occupying the Home shall be considered a Member. A Lessee may not exercise his or her rights as a Member until such Lessee’s lease of a Home has been submitted to Club Manager. An Owner who has leased his or her Home remains liable for Club Assessments but will not have membership rights at any time his or her Home is leased.

1.2.1 **Application.** Each Lessee must submit an application to Club Manager along with a copy of his or her lease, and Lease Certificate of Approval from the neighborhood community and obtain a membership card (“**Membership Card**”) before his or her membership rights will be recognized. Each Lessee shall notify the Club of any changes in the terms of such lease.

1.2.2 **Administrative Charges.** The District may, from time to time, establish the amount to be charged for processing of the application of a Lessee to exercise his or her membership rights.

1.2.3 **Expiration of Lease.** A Lessee’s status as a Member will terminate upon the earlier of the expiration of the lease or termination of Lessee’s rights of occupancy under such lease. The Owner shall notify the Club Manager in writing of the expiration of the lease or termination of Lessee’s rights of occupancy under such lease, absent which the Owner shall not be deemed a Member.

1.3 Annual Members. Annual Memberships shall run from the date of acceptance of an application for membership by Club Manager until the end of the Club fiscal year, September 30. Annual Membership renewals shall run from the beginning of the renewal Club fiscal year, October 1, to September 30 of the succeeding year. Annual Dues shall be payable by the Annual Member in advance of the Club fiscal year, which shall be prorated for applications accepted during the initial fiscal year. Annual Members may be subject to a criminal background check to be performed by the Club Manager. Registered sex offenders or predators pursuant to Florida law shall not be approved as Annual Members.

1.4 Corporate and Partnership Members. When a Member or Annual Member is a corporation, partnership or other legal entity (“Entity”), the Entity must notify the Club Manager in writing of the one (1) person to be designated to exercise the rights of the Entity with respect to the membership (“Designees”). Only the one (1) person designated will be considered as the Member.

1.4.1 Application. Each Designee must submit an application to Club Manager and obtain a Membership Card before his or her membership rights will be recognized.

1.4.2 Administrative Charges. Club Manager may, from time to time, establish the amount to be charged for processing of the application of a Designee to exercise his or her membership rights.

1.5 Immediate Family Members. Immediate Family Members shall mean the spouse of the Member or Annual Member, and all unmarried children of either under the age of twenty-two (22) years of age. If a Member or Annual Member is unmarried, he or she may designate one (1) person who is living with such Member or Annual Member as an adult Immediate Family Member. By way of example, if a Member is single and her twelve year old daughter and her mother live with such Member, the Member may designate her mother as an Immediate Family Member. If a Member is single and lives with his father and mother in a Home, the Member may designate his father as an Immediate Family Member, and his mother as a Supplemental Member (hereinafter defined) (upon payment of all applicable fees). Notwithstanding the foregoing, a minor or person shall not qualify as an Immediate Family Member unless such person is living with the Member or Annual Member. Notwithstanding the foregoing, a minor who only lives with an adult parent Member during part of the year as a result of divorce, service in the Armed Services, or pursuit of educational opportunities at an institution of higher learning shall be deemed an Immediate Family Member. No person may claim the status of Immediate Family Member until designated by the Member or Annual Member in writing to Club Manager.

1.6 Supplemental Members. A Member or Annual Member may have persons other than Immediate Family Members living with such Member or Annual Member designated as a supplemental member (“Supplemental Member”). A Supplemental Member may be designated by the payment of an annual fee to Club Owner.

1.7 Guests. A person shall be deemed a guest (“Guest”) if he or she enters the Club Facilities at the invitation of a Member, Annual Member, Immediate Family Member or Supplemental Member or the Club Owner. Upon application to the Club Manager, each Member

and each Annual Member shall be entitled to allow a Guest to use the Club Facilities for thirty (30) days, which need not be consecutive, during each calendar year. Guest are not permitted to use the Exercise Room at any time. All Guests must sign a waiver form before using the Club Facilities. All Guests must be eighteen (18) years of age or older, or be accompanied by a Member, Annual Member, Supplemental Member and Immediate Family Member who is eighteen (18) years of age or older. Only Guests may access the Club Facilities without being accompanied by a Member, Annual Member, Immediate Family Member or a Supplemental Member. All other Guests must be accompanied when using the Club Facilities. GUEST PRIVILEGES FOR A GUEST MAY BE CHANGED AT ANY TIME BY THE CLUB MANAGER.

1.7.1 Caregiver Pass. A caregiver or other person who provides care to a Member, Annual Member, Immediate Family Member or Supplemental Member while within the Club Facilities is deemed to be a Guest. A Member must obtain a caregiver pass (“**Caregiver Pass**”) for household staff for use of the Club Facilities. Only one Caregiver Pass is permitted per household. Persons utilizing such Caregiver Passes are not permitted to utilize the Club Facilities other than to accompany the persons under their care. The Club Manager shall set the cost of such a Caregiver Pass. The Caregiver Pass is non-transferable.

1.8 Membership Cards. A Membership Card shall be issued to each Member, Annual Member, Supplemental Member and Immediate Family Member who is sixteen (16) years of age or older.

1.8.1 Requirement to Present Card. Membership Cards must be presented when requested for use of the Club Facilities. Club staff may require any person using or present at the Club Facilities to present credentials authorizing their use of and presence at the Club Facilities.

1.8.2 Transfer of Membership Cards. Membership Cards are not transferable. A Membership Card may not be used by any person other than the person to whom it is issued. Membership Cards are the property of the Club.

1.8.3 Lost Cards. You must immediately notify the Club in writing of a lost or stolen Membership Card. The replacement fee for a Membership Card shall be established from time to time by Club Owner. If an unauthorized person uses the Membership Card, the Member or Annual Member shall be liable for any loss, damage, or expense resulting from such unauthorized use.

1.9 Registered Sexual Offenders and Predators. Notwithstanding the restrictions of section 1.3 of these Rules, there may be registered sexual offenders or predators residing within the District and which may be Members, Supplemental Members, or otherwise as a result thereof. For information regarding registered sexual offenders and predators residing within the boundaries of the District, you should access the offender/predator registry maintained by the Florida Department of Law Enforcement at <http://offender.fdle.state.fl.us>.

2. The Club Facilities.

2.1 Supplemental Rules. Before using the various Club Facilities, users should inquire about supplemental Rules and Regulations. For example, Club Manager may promulgate supplemental or additional rules respecting the clubhouse meeting rooms, pools and the fitness center from time to time. The Club Manager shall have reasonable discretion to police the Club Facilities and take such necessary actions to maintain proper order and the safe and healthy use of the Club Facilities.

2.2 The Clubhouse. The Clubhouse shall be open on the days and during the hours established by Club Owner, provided the Club Manager shall have reasonable discretion to temporarily vary such hours as necessary from time to time.

2.3 Special Functions and Parties. Certain Club Facilities may be used for private functions, subject to availability, only with the prior consent of Club Manager, upon execution of a license agreement and upon payment of all applicable fees, deposits and costs therefor. The sponsor of the private party shall be responsible for any damage to the Club Facilities and for the payment of any charges not paid by individuals attending the private party.

2.4 Alcoholic Beverages. No person may enter or leave the Club Facilities with any alcoholic beverage. It is the intent of these Rules that the possession or consumption of alcoholic beverages at or within the Club Facilities is prohibited unless previously approved in connection with an approved (in accordance with section 2.3 above) event, function or party.

2.5 Smoking. Smoking, including, but not limited to, cigarette, cigar, and pipe smoking, the use of smokeless tobacco, and the use of electronic cigarettes, “vape” pens, and any other electronic or non-electronic alternative smoking devices, is not permitted within any of the Club Facilities including, but not limited to, the pool or playground areas. Notwithstanding the foregoing, all cigarettes and cigars must be extinguished and properly disposed of prior to entering the Club Facilities.

2.6 Attire. Shirts, pants, cover ups and shoes must be worn at all times when on the Club Facilities, except in the pools and pool deck areas. All persons using the pools must dry off before accessing the Clubhouse lobby and using any indoor furniture within the Club Facilities.

2.7 Minors. Minors sixteen (16) years and older are permitted to use the Club Facilities (other than the fitness center) without adult supervision. Minors sixteen (16) years of age and older may use the fitness center either with adult supervision or without adult supervision if such minor’s parent or legal guardian releases Club Owner from liability for such use pursuant to consent form(s) provided by Club Owner from time to time; provided, however, parents are responsible for the actions and safety of such minors and any damages to the equipment in the fitness center caused by such minors. Minors under sixteen (16) years of age are not permitted to use the fitness center. Minors under sixteen (16) years of age are not permitted to use the pools without adult supervision. Parents are responsible for the actions and safety of such minors and any damages to the pools caused by such minors. Minors under twelve (12) years of age are not permitted to use the hot tub / Jacuzzi. Notwithstanding the foregoing, if

minors use the Club Facilities without the proper execution of a consent form or without adult supervision, Club Owner is not liable for the actions of such minors.

2.8 Hours of Operation. The Club Owner shall set the scheduled hours of operation for the Club Facilities. The Club Manager shall have reasonable discretion to vary such hours as necessary from time to time. No person shall be permitted to use the Club Facilities other than during such hours of operation.

2.9 Use of Meeting or Function Room by Associations. All legal homeowners, neighborhood, or condominium association entities (each an “association”) having jurisdiction over private property located within the boundaries of the District and whose members or landowners are responsible for paying non-ad valorem debt assessments under the Series 2012 Bonds issued by the District, shall be permitted to utilize, subject to availability and satisfying the conditions herein, the Meeting or Function Room at the Clubhouse for purposes of conducting association business through meetings or elections, as authorized or required under Florida law or the recorded declaration of covenants applicable to said association. Subject to availability, any association whose members are not subject to the Series 2012 Bonds non-ad valorem debt assessment may utilize the Meeting of Function Room for the purposes outlined in this section, provided that the Association pays the association meeting rate and satisfies the conditions herein. Each association shall be permitted to hold no more than eighteen (18) association meetings per calendar year. Prior to any association utilizing the Meeting or Function Room for the purposes described herein, the association must post the applicable security deposit with the District and properly execute the applicable facility rental agreement, if required. Any association utilizing the Meeting of Function Room pursuant to this section agrees to abide by the terms, conditions and provisions contained in the Schedule of Hours of Operation, Dues, Fees and Charges, Areas & Fees for Rental, Rental Policies, Procedures and Regulations, as amended from time to time, a copy of which is available on the District’s website or by requesting a copy of the same from the Club Manager.

2.10 Inspection of Bags and Coolers. Any and all bags, purses, coolers, or containers brought into or upon the Club Facilities shall be subject to inspection by Club staff at any time. Any prohibited items shall be removed from the Club Facilities or properly disposed of. Cooler size is limited to no larger than twelve (12) can capacity or twenty-four (24) quarts.

3. General Rules.

3.1 Advertisements and Pamphlets. Commercial advertisements, private announcements, pamphlets, and solicitations shall not be posted or circulated in the Club without the prior written approval of Club Manager. Upon approval, Club management or staff may, at their discretion, place materials on the Club bulletin board or display the materials at the front desk. Materials may not be distributed to any persons using the Club Facilities at any time except as provided in this section. Anyone distributing such materials may be directed to cease such activity or leave the Club Facilities and may further be subjected to the provisions of Section 11 of these Rules and Regulations.

3.2 Bikes and Skates. Skates, in-line skates, skateboards, and bikes may be used on paved driveways and sidewalks only for access to the entrances to the Club Facilities.

None of the foregoing may be used in Club Facilities at any time. All bikes must be stored in bike storage areas. Bike racks must be used if provided by Club Owner. Notwithstanding the foregoing, bikes left within the Club Facilities, bike storage areas and/or bike racks (if provided) are stored at such person's own risk. Those using bike storage areas and/or bike racks are required to provide and utilize their own bike locks.

3.3 Club Employees. Persons using the Club Facilities may not abuse any of the employees of the Club, verbally or otherwise. All service employees are under the supervision of Club Manager and no person shall reprimand or discipline any employee or send any employee outside of the Club for any reason. Any concerns regarding the conduct or Club staff should be directed in writing to the Club Manager, and if such concerns relate to the Club Manager, to the District Manager of the District.

3.4 Pets. No pets (with the exception of service animals assisting persons with disabilities as defined in Section 413.08, Florida Statutes) are permitted on any portion of the Club Property including, without limitation, the pool area and any other areas of the Club Facilities. To determine the difference between a service animal and a pet, Club staff may ask if an animal is a service animal required because of a disability and what work or tasks the animal has been trained to perform.

3.5 Parking Areas. Self-parking is permitted in Parking Areas identified as such. Parking, standing, or stopping of any vehicles or trailers is strictly prohibited on all grassed areas, within the roundabout on the Clubhouse parcel at the entrance to the facility, or along, over, or beyond curbed areas. “**No Parking**” signs must be observed. Overnight parking in the Parking Areas is prohibited. Overnight Parking is defined as the parking of a vehicle or trailer in the Parking Areas at any time between the hours of 1:00 AM and 5:00 AM. Heavy trucks, commercial vehicles not performing services for the District or at the Clubhouse facility and trailers are prohibited from parking at any time in the Clubhouse Parking Area. Parking is strictly prohibited anywhere within the District's Linear Park located immediately adjacent to and south of the District-owned lake parcel (Tract F, Lakes By The Bay Amber Plat, Plat Book 161, Page 80) and identified at theoretical SE 223 Terrace between the SW 97 Avenue and SW 93 Path rights-of-way, and at the entrance to the Linear Park located at SW 93rd Path. There are no Parking Areas at or immediately adjacent to the Linear Park. A vehicle of a District vendor performing services on behalf of the District or any person making delivery to the Clubhouse is permitted to park the subject vehicle in an area where parking is prohibited, provided such vehicle is parked for no more than three (3) hours, the parking of the vehicle in such location is necessary for the vendor to perform the services they are hired or contracted to perform, and provided the vendor or person has obtained a temporary parking permit from the District and posted the same on the front dashboard of the vehicle. Temporary permits are valid only on the day of issuance and are available at the Clubhouse. Any vehicles parked in violation of this section are subject to being towed without notice or warning.

3.6 Guns. Firearms and other weapons of any kind are not permitted on the Club Property at any time, except as expressly provided in any applicable Florida Statutes.

4. **Responsibility for Personal Property and Persons.** Each person using the Club Facilities assumes sole responsibility for the health, safety and welfare of such person, his or her Immediate Family Members, Supplemental Members and Guests, and the personal property of all of the foregoing.

4.1 **Vehicles and Personal Property.** The Club is not responsible for any loss or damage to any private property used or stored on the Club Facilities. Without limiting the foregoing, any person parking a vehicle within the Parking Areas assumes all risk of loss with respect to (i) his or her car in the Parking Areas or Common Areas of the Association, and (ii) equipment, wallets, bags, jewelry, clothing, books, personal items or other possessions stored in lockers (if lockers are provided by Club Owner), on bicycles, within vehicles, or left in the pool and recreation areas.

4.2 **Activities.** Any 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 the Club Property, shall do so at their own risk. Every person shall be liable for any property damage and/or personal injury at the Club, or at any activity or function operated, organized, arranged or sponsored by the Club, caused by such person. All Members, Annual Members, Immediate Family Members and Supplemental Members shall be jointly and severally liable to Club Owner in connection with the foregoing.

4.3 **Property Belonging to the Club.** Property, furniture and equipment belonging to the Club shall not be removed from the room or area in which it is located or from the Club Facilities.

5. **Obligation to Pay Club Assessments and Dues.** Each Member shall pay Club Assessments when due in accordance with law. Each Annual Member shall pay Annual Club Dues in advance to Club Owner. Each other person shall pay such Club Dues and Fees as established from time to time by the Club Owner.

5.1 **Suspension.** Notwithstanding any suspension of Membership, an Owner shall remain liable for Club Dues. A Member's use of the Club Facilities shall be suspended in the event Club Assessments and Club Fees are not paid when due and shall remain suspended until such time as the Club Assessments are paid in full. An Annual Member's use of the Club Facilities shall be suspended in the event Club Dues and Club Fees are not paid when due and shall remain suspended until such time as the Club Dues and Club Fees are paid in full.

6. **Pools.**

6.1 **Presentation of Membership Cards.** Everyone must register and present Membership Cards and/or proof of Guest status to Club attendants prior to entering the pools and the adjacent patio areas. Users of Club Facilities shall keep Membership Cards with them and present the Membership Card or proof of Guest status to any staff member upon request. There shall be **NO EXCEPTIONS** to this rule.

6.2 Risk of Use. Use of the pools is at the swimmer's own risk. Without limiting any other provision of these Rules and Regulations, each person is personally liable for any injury to his or her Immediate Family Members, Supplemental Members and Guests using the pools.

6.3 Equipment and Towels.

6.3.1 Towels. Users of the Club Facilities are required to bring their own towels.

6.3.2 Equipment and Furniture. Chaise lounges are available for use at no charge. All persons using pool furniture must cover the furniture with a towel. It shall be the Member's responsibility to pay for the cost of any damage to pool furniture caused by a Member or Member's Guest, with the cost of repair or replacement to be provided to the Member by the Club Manager.

6.4 Hours of Use. Swimming is permitted only during published open hours of the pools, which are subject to change. Club staff may require that all persons vacate the pool and adjacent deck areas in the event of adverse weather conditions or necessary maintenance.

6.5 Showers. Showers are required prior to entering the pools to remove all suntan oils and lotions.

6.6 Aqua Classes. From time to time, classes (including, without limitation, so called "Aqua Classes") may be offered by the Club or upon payment of a fee for participation. When participating in scheduled classes, please check in on time, follow the directions of the instructor, and stay for the entire class.

6.7 Restrictions. Glass objects and sharp objects are not permitted in the pool area. Light snacks, such as chips or sandwiches, or beverages may be brought into the pool areas; however, such light snacks or beverages and their containers or packaging must be removed or disposed of after use. Purchased meals or bags or boxes of food may not be brought into the pool areas. Food cannot be brought to Members, Annual Members, or Guests in the pool area from the outside. Food deliveries are not permitted to the Clubhouse or pool area by Members, Annual Members or Guests. All food items must be consumed under the pool terrace. Toys, pool noodles, kickboards, and floatation devices are not permitted in the pool area. Small floatation devices intended for use by infants or toddlers shall be permitted in the pool area. Running, horseplay, unreasonably noisy activity, hazardous activity, and dangerous games, which could include the throwing of objects or balls, are not and will not be permitted in the pool areas. Diving equipment, such as scuba tanks, are not to be used in the pools. No diving is permitted in any of the pools. Alcoholic beverages are **not** permitted in any pool or pool area at any time. Minors under twelve (12) years of age are not permitted to use the hot tub / Jacuzzi.

6.8 Attire. All swimmers must wear appropriate swimming attire. Thongs, cut-offs and shorts are not considered appropriate swimwear. Long hair should be tied up or placed in a bathing cap. Children less than three (3) years of age, and those individuals who are not reliably toilet trained must wear rubber-lined swim diapers, as well as a swimsuit over the swim diaper, to reduce health risks associated with human waste in the pools and adjacent deck areas.

6.9 Music. No music shall be played on the pool deck or adjacent areas. Music may be played on personal music devices with earphones only.

6.10 Trash. All persons using the pool areas must cooperate in keeping the pool areas clean by properly disposing of personal items and trash.

6.11 Pets. No pets are permitted in the pool area at any time with the exception of service animals as provided in Section 3.4.

7. **Exercise Room.**

7.1 Hours of Operation. The hours of operation of the exercise room located at the Club ("**Exercise Room**") will be established from time to time by Club Manager.

7.2 Membership Cards. Membership Cards must be presented before any person will be given access to the Exercise Room.

7.3 Equipment and Towels. When others are waiting to use equipment, use of cardio equipment is limited to thirty (30) minutes per person. Use of all equipment is at your own risk. Persons using the Exercise Room must bring their own towels and wipe down equipment after use.

7.4 Attire. Proper attire, such as t-shirt, tank top or sweatshirt, with gym shorts, sweatpants, track pants, yoga pants or other fitted workout pants, and closed shoes, such as sneakers or running shoes, are required to be worn.

7.5 Minors. Persons under sixteen (16) years of age are not permitted in the Exercise Room under any circumstances.

7.6 Cancellation Policy. Persons using the Exercise Room must cancel appointments for special services at least 12 hours prior to the scheduled appointment or the responsible user will be charged the full amount of the service. If a person has prepaid for the services, and properly cancels, that person may reschedule within the same month at no additional charge.

8. **Authority to Promulgate and Amend Rules.** THESE RULES AND REGULATIONS ARE SUBJECT TO CHANGE AT ANY TIME. ALL USERS OF THE CLUB FACILITIES ARE SUBJECT TO THE RULES AND REGULATIONS OF THE CLUB AS PROMULGATED BY THE CLUB OWNER. These Rules and Regulations may be amended from time to time by Club Owner without the joinder or consent of any other person or entity. All changes to these Rules and Regulations shall be available at the Club Facilities. All Rules and Regulations promulgated by Club Owner shall become effective on the date determined by Club Owner.

9. **Application of Rules and Regulations.** All of these Rules and Regulations shall apply to all persons on or about the Club Property even if not specifically stated in portions hereof. The Club Manager, in its reasonable discretion, shall be permitted, but not required, to

grant relief to one or more persons from specific Rules and Regulations upon a written request and a showing of good cause that shall be determined in the sole discretion of the Club Manager.

10. **Club Dues, Fees, and Charges.** The Club dues, fees, and charges, including but not limited to fees for Annual Members, Supplemental Members, Caregivers, Personal Trainers, and Guests, and for card replacement, rentals and deposits shall be established by Resolution of the District Board of Supervisors in accordance with Section 190.035, Florida Statutes.

11. **Violation of Club Rules.**

11.1 **Basis For Suspension.** Membership rights and Club Facilities use rights of any person (and the benefits for their Guests) may be suspended by Club Manager if, in the sole judgment of Club Manager, it is determined or found that:

11.1.1 a person submits false information on the Application for Membership; or

11.1.2 the person violates one or more of these Rules and Regulations; or

11.1.3 the person has injured or harmed or threatened to injure or harm any other person within the Club Facilities, or harmed, destroyed or stolen any personal property on the Club Property or within the Club Facilities, whether belonging to a third party or to District; or

11.1.4 the person has committed, engaged, or in any way participated in any illegal drug use, criminal, illicit or inappropriate activity or any act or acts of indecency within or at the Club Facilities; or

11.1.5 the person has failed to pay the District for any monies due District, for past due assessments, fees, charges, or damages caused by such person or his or her guest(s).

11.2 **Types of Suspension.** Club Manager or District Manager may restrict or suspend, for cause or causes described in the preceding section, privileges of any person to use any or all of the Club Facilities, for such period of time as reasonably determined by Club Manager or District Manager, as the case may be, but for periods no longer than one (1) year per violation. In addition, Club Manager or District Manager may suspend some membership rights while allowing a Member to continue to exercise other membership rights. For example, Club Manager may suspend the rights of a particular Member (and/or Immediate Family Member), or Club Manager or District Manager may prohibit a Member (and/or Immediate Family Member) from using the pools or other Club Facilities. Any suspension shall be in writing and sent by the Club Manager or District Manager to the suspended person(s) at the address on file with the Club. No person whose Membership privileges have been fully or partially suspended shall on account of any such restriction or suspension be entitled to any refund of Club Assessments, Club Dues, Club Fees, District assessments, or any other fees and charges.

During the restriction or suspension, Club Assessments, Club Dues, Club Fees, and District assessments shall continue to accrue and be payable for each billing period. Under no circumstance will a person be reinstated until all amounts due to the Club, including but not limited to any amounts arising out of or in any way connected to damage caused to the Club by said person, his or her family member(s) or guests, are paid in full.

11.4 Appeal of Suspension. Any person suspended by the Club Manager or District Manager pursuant to this Section 6 may appeal such suspension to the District Board of Supervisors. Appeals must be in writing and shall be filed with the Club Manager or District Manager within forty-five (45) days of the date of the suspension letter. The Board of Supervisors will then schedule the appeal to be heard during the next regularly scheduled public meeting of the Board of Supervisors. However, appeals filed within five (5) business days of the next regularly scheduled Board meeting will be heard at the Board meeting following the next regularly scheduled Board meeting. During the meeting of the Board of Supervisors in which the appeal is to be heard, the person or persons suspended shall appear before the Board. The Board of Supervisors shall have the power to reduce, remove, or impose conditions related thereto, but not increase the length of the suspension.