**PALM GLADES**

**COMMUNITY DEVELOPMENT DISTRICT**

# CLUB SILVER PALMS

# RULES AND REGULATIONS

Adopted July 10, 2018 (Resolution 2018-08)
(Amended November 13, 2018 by Resolution 2019-01)
(Amended December 14, 2021 by Resolution 2022-02)
(Amended September 10, 2024 by Resolution 2024-06)

## TABLE OF CONTENTS

**Page**


1. Membership. ..... 1
   - 1.1 Members ..... 1
   - 1.2 Lessees ..... 1
   - 1.3 Annual Members ..... 2
   - 1.4 Corporate and Partnership Members ..... 2
   - 1.5 Immediate Family Members ..... 2
   - 1.6 Guests ..... 2
   - 1.7 Membership Cards ..... 3

2. The Club Facilities. ..... 4
   - 2.1 Supplemental Rules ..... 4
   - 2.2 The Clubhouse ..... 4
   - 2.3 Special Functions and Parties ..... 4
   - 2.4 Alcoholic Beverages ..... 4
   - 2.5 Smoking ..... 4
   - 2.6 Attire ..... 4
   - 2.7 Minors ..... 4
   - 2.8 Hours of Operation ..... 5

3. General Rules. ..... 5
   - 3.1 Advertisements and Pamphlets ..... 5
   - 3.2 Bikes and Skates ..... 5
   - 3.3 Club Employees ..... 5
   - 3.4 Pets ..... 5
   - 3.5 Parking Areas ..... 5
   - 3.6 Guns ..... 6
   - 3.7 Coolers ..... 6

4. Responsibility for Personal Property and Persons ..... 6
   - 4.1 Cars and Personal Property ..... 6
   - 4.2 Activities ..... 6
   - 4.3 Property Belonging to the Club ..... 6

5. Obligation to Pay Club Assessments and Dues ..... 6
   - 5.1 Bills and Coupon Books ..... 6
   - 5.2 Suspension ..... 6

6. Pools. ..... 7
   - 6.1 Presentation of Membership Cards ..... 7
   - 6.2 Risk of Use ..... 7
   - 6.3 Equipment and Towels. ..... 7

6.4 Hours of Use ..... 7
6.5 Showers ..... 7
6.6 Aqua Classes ..... 7
6.7 Swimming Instructors ..... 8
6.8 Restrictions ..... 8
6.9 Attire ..... 8
6.10 Audio/Video Devices and Speakers ..... 9
6.11 Trash ..... 9
6.12 Pets. ..... 9
6.13 Minors. ..... 9

7. Fitness Center ..... 9
7.1 Hours of Operation ..... 9
7.2 Membership Cards ..... 9
7.3 Equipment and Towels ..... 9
7.4 Attire ..... 9
7.5 Minors ..... 9
7.6 Personal Trainers ..... 9
7.7 Cancellation Policy ..... 10
7.8 Audio/Video Devices and Speakers ..... 10

8 Violation of the Club Rules ..... 10
8.1 Basis for Suspension ..... 10
8.2 Types of Suspension ..... 11
8.3 Efective Date ..... 11

9. Authority to Promulgate and Amend Rules ..... 11

10. Application of Rules and Regulations ..... 11

11. Club Dues, Fees, and Charges ..... 11

**PALM GLADES COMMUNITY DEVELOPMENT DISTRICT**

**CLUB SILVER PALMS RULES AND REGULATIONS**

Palm Glades Community Development District ("**District**"), as owner of Club Silver Palms, adopts these Club Silver Palms Rules and Regulations (the "Club Rules and Regulations", "Club Rules", or "Rules and Regulations"). The rights and obligations of each user of Club Silver Palms (the "**Club")** are set forth in the Amended and Restated Club Silver Palms 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, unless Owner otherwise notifies the Club Manager in writing; 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 District 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, unless Owner has notified the Club Manager pursuant to Section 1.1. A Lessee, for purposes of these Rules and Regulations, shall be a person or persons who obtained the prior approval of the respective homeowners or property owners association to lease a Home within the boundaries of the District pursuant to the rules, regulations, or covenants of said association entity having jurisdiction thereof.

1.2.1 Application. Each Lessee must submit an application to District 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 District 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 the District 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.

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 District 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 the District Manager and obtain a Membership Card before his or her membership rights will be recognized.

1.4.2 Administrative Charges. The District 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 or domestic partner of the Member or Annual Member, and all unmarried children of either under the age of twenty-two (22) years of age and up to two (2) family members related to a Member by birth, adoption or marriage and who reside at the same Home as the Member. If a Member or Annual Member is unmarried, he or she may designate up to two (2) persons related by birth or adoption who are living with such Member or Annual Member as Immediate Family Members. 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 and daughter as Immediate Family Members. If a Member is single and lives with his son and his father and mother in a Home, the Member may designate his son and his father as an Immediate Family Member, but not his Mother (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, or a child of a Member or Annual Member who is serving in the Armed Services~~,~~ or is currently pursuing educational opportunities at an institution of higher learning (e.g. college, university or technical school) may 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 District Manager.

1.6 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 the District. Each Member (per Home) and each Annual Member (per Annual Membership) shall be

entitled to have up to four (4) guests per visit accompany such Member or Annual Member when utilizing the Club Facilities. A maximum of four (4) additional daily Guest Passes per Member Home or per Annual Membership may be purchased by the Member, Annual Member, or Immediate Family Member at the rate set forth in the current fee schedule. Guests may be required to sign a waiver form before using the Club Facilities. All Guests must be sixteen (16) years of age or older, or be accompanied by a Member, Annual Member, or Immediate Family Member who is eighteen (18) years of age or older. All Guests must be accompanied by a Member, Annual Member or Immediate Family Member who is eighteen (18) years of age or older when using the Club Facilities. A daily Guest Pass is nontransferable. GUEST PRIVILEGES FOR A GUEST MAY BE CHANGED AT ANY TIME BY THE DISTRICT MANAGER. Nothing herein shall prohibit the District Board of Supervisors from implementing (1) a temporary guest policy by resolution to address long-term guests of Members or (2) a policy limiting the number of Guests per Home on a specified day, time of year, or time of day.

1.6.1 Caregiver Pass. A caregiver or other person who provides medical, nursing or child care to a Member, Annual Member or Immediate Family Member while within the Club Facilities is deemed to be a Guest; however, there will be no additional fee or charge provided that the caregiver accompanies and remains in the company of the Member, Annual Member or Intermediate Family Member, as the case may be, providing caregiver services while that person is using the Club Facilities. A Member must obtain a caregiver pass **("Caregiver Pass")** from Club 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 Caregiver Pass is non-transferable. Only one Caregiver Pass is permitted per Home.

1.6.2 Guest Passes. Guest Passes give Guests access to the Club Facilities for one (1) day. Guest Passes may be purchased by a Member, Annual Member, or Immediate Family Member at the Club's office. A person may be a Guest for no more than thirty (30) days in a calendar year.

1.6.3 Personal Trainer. A Member, Annual Member or Immediate Family Member may be accompanied in the Fitness Center or Pool by a personal trainer, who is retained for the purpose of providing physical fitness or exercise training, education or guidance to the Member, Annual Member or Immediate Family Member ("**Personal Trainer**"). The Personal Trainer shall be required to pay a fee of $10.00 for each training session, which training session shall be no more than three (3) hours in duration. A training session is defined as the providing of training to one (1) individual. Personal Trainers shall not solicit business within the Clubhouse or on the grounds of the Clubhouse, shall leave the Clubhouse when the training session is completed, and shall not utilize the Clubhouse facilities for personal business use.

1.7 Membership Cards. A maximum of four (4) Membership Cards will be issued to each Home or Annual Membership at no additional charge. Additional Membership Cards beyond the four (4) allowed without additional charges (including those for Immediate Family Members) may be purchased for the fee set forth in the current fee schedule. Membership Cards shall only be issued to Members, Annual Members, and Immediate Family Members who are sixteen (16) years of age or older.

1.7.1 Requirement to Present Card. Membership Cards, Caregiver Passes, and Guest Passes must be presented when requested for use of the Club Facilities.

1.7.2 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.

1.7.3 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 the District. 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.

## 2. **The Club Facilities.**

2.1 Supplemental Rules. Before using the various Club Facilities, users should inquire about supplemental Rules and Regulations. For example, District Manager and Club Manager may promulgate supplemental or additional rules respecting the clubhouse meeting rooms, pools and the fitness center from time to time. The District Manager and Club Manager shall have reasonable discretion to police the Club Facilities to maintain proper order and the safe and healthy use of the Club Facilities, including, but not limited to, expulsion of an individual from the Club Facilities.

2.2 The Clubhouse. The Clubhouse shall be open on the days and during the hours established by the District, provided the District 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 District 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 cigar and pipe smoking and the use of smokeless tobacco, is not permitted within any of the Club Facilities including, but not limited to, the pool or playground areas.

2.6 Attire. Shirts and shoes must be worn at all times when on the Club Facilities, except in the pools and adjacent patio areas.

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 the District from liability for such use pursuant to consent form(s) provided by the District 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 sixteen (16) years of age may not be left unattended by an adult anywhere in the Club Facilities or on the Clubhouse grounds, including the Clubhouse parking lot. Notwithstanding the foregoing, if minors use the Club Facilities without the proper execution of a consent form or without adult supervision, the District is not liable for the actions of such minors. Minors with Membership Cards are not allowed to bring Guests onto the Clubhouse grounds or in the Club Facilities.

2.8 Hours of Operation. The District shall set the scheduled hours of operation for the Club Facilities. The District Manager and Club Manager shall have reasonable discretion to temporarily 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.

## 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 District Manager.

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 The District. 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.

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 the District Manager and no person shall reprimand or discipline any employee or send any employee outside of the Club for any reason.

3.4 Pets. No pets (with the exception of those assisting persons with disabilities) are permitted on any portion of the Club Property including, without limitation, the pool area and any other areas of the Club Facilities.

3.5 Parking Areas. Self parking is permitted in Parking Areas identified as such. No parking will be allowed on grassed areas 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 anytime between the hours of 12:00 AM and 4:00 AM. Any vehicles parked in violation of this section

or the Palm Glades Community Development District Parking Rules and Regulations, as amended from time to time, 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.

3.7 Coolers. Any coolers or similar forms or food or beverage storage brought to the Club Facilities are subject to inspection by the district manager, club manager or club staff at anytime.

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, and Guests, and the personal property of all of the foregoing.

4.1 Cars 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 car 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 the District), on bicycles, within cars, 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, and Immediate Family Members shall be jointly and severally liable to the District 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 the District. Each other person shall pay such Club Dues and Fees as established from time to time by the District.

5.1 Bills and Coupon Books. Annually, the District Manager, or his or her designee, may, in its discretion, send bills or coupon books with instructions for payment of Club Dues and Fees.

5.2 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 Guest Passes or Monthly Guest Passes to Club attendants prior to entering the pools and the adjacent patio areas. For purposes of these Club Rules and unless otherwise specified, all references to "pool" or "pools" shall include the swimming pool, the hot tub, and any other recreational water facility or feature intended for use by patrons. Users of Club Facilities shall keep Membership Cards, Guest Passes or Monthly Guest Passes with them and present the Membership Card, Guest Pass or Monthly Guest Pass 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, 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. All equipment used for water classes (if provided) is the property of the Club and should be returned to the Club. Chaise lounges are available for use at no charge. All persons using pool furniture must cover the furniture with a towel when using suntan lotions. The use of these lotions could stain or damage the furniture. Damage caused by such products must be repaired by the responsible user.

6.4 Hours of Use. Swimming is permitted only during published open hours of the pools, which are subject to change. The pools are also officially closed when a "Closed" sign is posted; however, the absence of a posted "Closed" sign does not authorize use of the pools after hours. The District Manager and Club Manager shall have reasonable discretion to temporarily vary the hours for pools as necessary from time to time. No person shall be permitted to use the pools other than during such hours of operation. Any person swimming or using the pools facility outside of the published open hours of the pools may be suspended from using the facility.

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 Swimming Instructors. Persons may not bring an independent swimming instructor into the pools as a Guest or otherwise.

6.8 Restrictions.

6.8.1 Glass objects and sharp objects are not permitted in the pool area.

6.8.2 Food or beverages may be brought into the pool areas, however, any foods or snacks shall be eaten, distributed, or consumed only in those food areas so designated by the district manager or the club manager. Such food, beverages, and any garbage or trash resulting therefrom shall be properly removed or disposed of after use. Alcoholic beverages are **not** permitted in any pool or pool area at any time. Under no circumstances, shall any food or beverages be possessed or consumed in pool or within ten feet (10') of the water's edge of the pool.

6.8.3 Running, ball playing and noisy or hazardous activity will not be permitted in the pool areas. The throwing of any object is not permitted at any time within the pools or pool areas. Pushing, dunking, and dangerous games are not permitted.

6.8.4 Only floats or rafts smaller than eighteen (18) square feet, snorkels, dive sticks, flotation devices, and toys (collectively, "Pool Toys") designed for use in swimming areas may be utilized in District pools. The use of such Pool Toys may be suspended at the club manager's discretion when there are more than fifty (50) persons at the pool, during weekends and holidays, or during other heavy use of the pools and pool areas. Where the use of Pool Toys is suspended, the club manager will post a sign at the club entrance informing members and the public of the restriction. The use of masks, goggles, or certified personal flotation devices ("PFDs") is not prohibited. Radio-controlled watercraft or other similar devices are not permitted in the Pools at anytime. Diving equipment such as scuba tanks, are not to be used in the pools except as part of an organized course of instruction permitted by the club manager.

6.8.5 No diving is permitted in any of the pools.

6.9 Attire. All swimmers must wear appropriate swimming attire. Thong swimsuit bottoms, cut-offs and shorts are not considered appropriate swimwear. Long hair should be tied up or placed in a bathing cap. Children under two (2) 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.

6.10 Audio/Video Devices and Speakers. Stereos, radios, iPods, MP3 players, compact disc players, tape players, smartphones, tablets, laptops, and similar audio or video devices of any kind may only be used with earphones or earbuds. The use of portable speakers of any kind is prohibited.

6.11 Trash. All persons using the pool areas are urged to cooperate in keeping the pool areas clean by properly disposing of towels, cans and all other trash. Notwithstanding the foregoing, all cigarettes must be extinguished and properly disposed of prior to entering the Club Facilities.

6.12 Pets. No pets are permitted in the pool area at any time.

6.13 Minors. Minors under sixteen (16) years of age are not permitted to use the pools without adult supervision. Persons under the age of fourteen (14) years of age are prohibited from using the hot tub. Minors over ten (10) years of age are not permitted to use the kids' splash pad.

## 7. **Fitness Center.**

7.1 Hours of Operation. The hours of operation of the exercise and fitness room and facilities located at the Club **("Fitness Center")** will be established from time to time by the District.

7.2 Membership Cards. Membership Cards and Guest Passes must be presented before any person will be given access to the Fitness Center. Guests, when accompanied by a Member or Immediate Family Member, are only permitted to use the Fitness Center on weekends and between the non-peak hours of 10:00 a.m. and 6:00 p.m. on weekdays.

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 Fitness Center must bring their own towels and wipe down equipment after use.

7.4 Attire. Proper attire is required; shirts or tank tops shall be worn at all times. Those utilizing the Fitness Center equipment and facilities shall not wear sandals or open-toed shoes.

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

7.6 Personal Trainers. Except as provided in Section 1.6.3 above, persons using the Fitness Center may not train another person in the Fitness Center. Personal trainers

may be made available through the Club upon prior reservation and at charges to be set by the District Manager.

7.7 Cancellation Policy. Persons using the Fitness Center must cancel appointments for special services at least twelve (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.

7.8 Audio/Video Devices and Speakers. Stereos, radios, iPods, MP3 players, compact disc players, smartphones, tablets, laptops, and similar audio or video devices of any kind may only be used with earphones or earbuds. The use of portable speakers of any kind is prohibited.

8. **Violation of Club Rules.**

8.1 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:

8.1.1 the person submits false information on the Application for Membership;

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

8.1.3 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 Club Owner.

8.1.4 the person permitted the unauthorized use of a Membership Card or Guest Pass;

8.1.5 the person treated the Club Manager, Club staff, personnel, employees, or other patrons of the Club Facilities in an unreasonable or abusive manner;

8.1.6 the person committed, engaged, or in any way participated in any illegal drug use, criminal, illicit, or inappropriate activity or any act(s) of indecency within or at the Club Facilities;

8.1.7 the person engaged in conduct that is improper or likely to endanger the welfare, safety, or reputation of the Club Facilities, its management personnel, or other patrons of the Club Facilities; or

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

8.2 Types of Suspension. Club 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. In addition, Club 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 may prohibit a Member (and/or Immediate Family Member) from using the pools or other Club Facilities. 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 or any other fees and charges. During the restriction or suspension, Club Assessments, Club Dues and Club Fees 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 are paid in full.

8.3 Effective Date. Prior to the effective date of a suspension, the District Manager shall provide notice and an opportunity to be heard to the person proposed to be suspended. If the person does not submit a request to be heard in writing within the time frame set forth in the notice, the suspension shall become effective immediately upon the date provided in the notice for submitting a request to be heard; otherwise, the suspension, as may be adjusted by the District Manager after hearing, shall become effective as of the end of business on the date of the hearing.

9. **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 DISTRICT. These Rules and Regulations may be amended from time to time by the District 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 the District shall become effective on the date determined by the District.

10. **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 District Manager or Club Manager, in their 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 District Manager or Club Manager.

11. **Club Dues, Fees, and Charges**. The Club dues, fees, and charges, including but not limited to fees for Annual 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.