



## GENERAL CLUB RULES & REGULATIONS

### SECTION I

1. Members and their guests shall abide by all rules and regulations of the Club.
2. The Club's Facilities shall be open on the days and during the hours as established by the Club. Areas of the Club may also be closed from time to time for scheduled maintenance, repairs, and events as permitted by the Club Manager.
3. Performance by entertainers will be permitted at the Club only with the permission of the Club Manager.
4. Dining room activities for groups will be permitted only with the permission of the Club Manager.
5. Alcoholic beverages will not be served or sold, nor permitted to be consumed at the Club during hours prohibited by law. No alcoholic beverages will be sold or served to any person not permitted to purchase the same under the laws of the State of Florida, and any and all ordinances or regulations as established by the County of Miami-Dade.
6. Outside catering is not permitted. The Club must furnish all food and beverages consumed on the Club Facilities unless otherwise permitted by the Club Manager.
7. Employees are not permitted to deliver food or alcoholic beverages to locations away from the immediate area of the clubhouse, beachfront, and pool area without the prior approval of the Club Manager.
8. Commercial advertisements shall not be posted or circulated in the Club nor shall solicitations of any kind be made on the Club Facilities or upon the Club's stationary without the prior approval of the Club Manager.
9. Other than as permitted by the Club Manager, no petition shall be originated, solicited, circulated, or posted within the Club Facilities or on Club property.

10. It is contrary to Club policy to have the facilities used for functions which are related to past, present, or future fund-raising efforts for the benefit of a political cause, except as specifically permitted by the Club Manager. The Club Facilities shall not be used in connection with organized religious services unless otherwise determined by the Club Manager.
11. Parents are responsible for the conduct of their children at all times while on the Club premises and shall be responsible for and pay all charges incurred by said children while on the Club premises. **Children under sixteen (16) years of age are not permitted to utilize the Club's spa, fitness facilities, tennis courts or lap pool.** Children under the age of 16 are permitted to utilize the salon facilities, food service areas, and beach if accompanied by an adult member at all times.
12. Members shall not request special personal services from employees of the Club who are on duty or the personal use of the Club's furnishings or equipment, which are not ordinarily available for use by members, unless approved by the Club Manager.
13. Dogs or other pets (with the exception of Service Animals) are not permitted in the Club.
14. All complaints, criticisms, or suggestions of any kind relating to any of the operations of the Club, or its employees must be in writing, signed, and addressed to the Club Manager.
15. Members and their guests may not abuse any of the Club's employees, verbally or otherwise. All service employees of the Club are under the supervision of the Club Manager and no member shall reprimand or discipline any employee, nor shall a member request an employee to leave the Club Facilities for any purpose whatsoever. Any employee not rendering courteous and prompt service should be reported to the Club Manager immediately.
16. No unlicensed vehicles are permitted on the Club premises. All vehicles brought onto the Club premises must utilize the valet parking provided by Club. All persons who use the valet services must at all times retain duplicate vehicle keys. The liability of Club for keys lost by the valet attendants shall be limited to the cost of making a copy of a key from an existing key. In no event shall the Club be responsible for making new or original keys or for re-keying or replacing vehicle locks in connection with any damages or claims which may arise as a result of the loss of a key.
17. Smoking, of any kind, including e-cigarettes, are not permitted at any time on the Club premises. Smoking on the beach is permitted in designated smoking area only.
18. No member, visitor or guest is allowed in the service or restricted areas of the Club.
19. Absolutely no fireworks are permitted anywhere on the Club premises or adjacent areas unless part of a fireworks exhibit organized and conducted by the Club.

20. Firearms and all other weapons of any kind are not permitted on Club premises, at any time.
21. Use of the Club facilities may be restricted or reserved from time to time by the Club Manager.
22. Violation of any of these rules or conduct in a manner prejudicial to the best interests of the Club will subject the person in violation to disciplinary action by the Club in accordance with these General Club Rules.
23. The Club may amend or modify these General Club Rules as it determines appropriate from time to time.
24. The personnel of the Club will have full authority to enforce these General Club Rules and any infractions will be reported to the Club Manager.
25. Any determined violations will be handled directly through the Club Manager, including noticing members, should they violate the General Club Rules.
26. Member violations to the Club Rules & Regulations may be subject to suspension of Club privileges, and or including a hearing in front of the Board to review the proposed suspension.
27. No portable grills, barbecues or open fires shall be permitted on Club Property, except those operated by the Club.
28. No outside or unauthorized personal trainers will be allowed on Club Property for the purpose of training members, unless approved by the Club Manager.

## SECTION II

### MEMBERSHIP ACCOUNTS

1. The Club will issue a membership card to the member or members, who are eligible for membership privileges. Members must have their membership cards at all times while using the facilities of the Club. Members not presenting membership credentials may be subject to a lengthy waiting period while proof of Membership is obtained. Membership cards are non-transferable. Members who require a temporary or replacement card may be charged a \$25 new card processing fee.
2. All resident memberships will include the maximum of two adult memberships and their dependent children under twenty-one (21) years of age that reside with their parents. A birth certificate will be required as proof of age. A Tower Certificate of Approval for occupancy is required for each member.

3. Membership cards can be picked up at the Club Membership office.
4. In the event of a lost or stolen membership card, the Club must be notified immediately. The member's club account will be canceled, and the Club will issue a new membership card number. This procedure reduces the risk that unauthorized persons will be able to charge items to the account. Until the Club receives notification of card loss or theft in writing, the member shall be responsible for all charges placed on the account.
5. Members who require a temporary or replacement card may be charged a \$25 new card processing fee.
6. Each member shall receive such identification decals and other insignia as the Club may from time to time designate and shall display such insignia as required by the Club from time to time.
7. A member is entitled to credit and charge privileges at the Club so long as his or her membership is in good standing. Cash payments are not permitted.
8. All charges to the member's club account for food, beverage, merchandise, and services of the Club will be billed monthly and are due in full upon receipt.
9. Club accounts shall be deemed delinquent if not paid by the due date. A late fee of twenty-five dollars (25.00) per month there on, beginning from the due date until paid in full, may be levied until the assessment is paid. Past due members may be charged a reinstatement fee at the discretion of the Club to reactivate an account once it is deemed delinquent.
10. If a member fails to pay any club account within thirty (30) days of when it is first billed, the Club shall have the right to suspend such membership privileges in the Club at any time until the delinquent account is paid in full. Continued delinquency for a period of sixty (60) days from the date a Club account is first billed or repeated incidents of delinquency by a member may result in termination of charging privileges and/or termination of membership and further collection efforts.
11. If payment in full, including any reinstatement fees owed by a member, is received prior to the Club's suspending a membership, the member making payment shall be reinstated as a member in good standing.

12. If the Club account of any member is delinquent, the Club may at its option take whatever action it deems necessary to effect collection. If the Club commences any legal action to collect any amount owed by any member or to enforce any other liability of any member to the Club, and if judgment is obtained by the Club, the member shall also be liable for all cost and expenses of such legal action and reasonable attorneys' fees, including any fees required in connection with appellate proceedings.
13. In order to protect members from improper charges, membership cards must be presented at the point of sale for all transactions, excluding food and beverage, in which case presentation of membership cards is required prior to placing any order.
14. Membership dues are non-refundable, and members are responsible for any outstanding balances owed to the Club. In the event a member sells his/her residence, he as the seller, is responsible for the collection of any pro-rated dues from the buyer for the months that have not been consumed. The Club will not reimburse the seller and bill the buyer under any circumstances. The Club will bill future dues to the new homeowner.
15. If the Member does not accompany the guest, the guest must have prior written permission from the owner. A member must complete and submit a **Temporary Membership Change Form** in order to sponsor the unaccompanied guests. Members may authorize up to three (3) *visits* per year per unit, using the **Temporary Membership Change Form**. A \$25 temporary membership card fee will be charged to the member's account to cover the costs associated with printing the temporary card. As a reminder, during the requested period, the principal member's account will be inactive, in order to accommodate their guest(s). The sponsoring member is responsible to ensure that their guest(s) adhere to all Club rules at all times. Members are responsible for all charges during the period of time that their guests are deemed to have a temporary membership.

#### FEE SCHEDULE

1. Club dues are collected quarterly (March, June, September, December) in the amount of \$749.00. Club dues are considered past due at the close of business on the last day of each month as indicated above. All past due amounts are subject to a \$25 late fee per month, until the unpaid balance is paid in full.
2. Club members are responsible to spend a minimum of \$750 annually between the months of January – December. Any unspent minimum that has not been spent will be collected on December 31<sup>st</sup> at the close of business and the member will be billed for the unspent minimum.

## MEMBERSHIPS/GUEST PASSES

3. Members are allowed up to four (4) chairs and one umbrella per day per unit at no charge.
4. **Guest Passes** may be used for the following areas: gym, fitness classes, steam room, sauna, jacuzzi, basketball, racquetball, salon, squash, tennis, and beach, but limited to one chair. Guest passes are not transferable or refundable.
5. To use the Club facilities (gym, classes, or spa), a **Daily Pass** may be purchased for twenty-five dollars (\$25) per person per day. Daily Pass holders will be entitled to the use of all Club facilities, including the beach, but limited to one chair.
6. Members may purchase **Weekly Family Guest Memberships** for one hundred dollars (\$100) per guest. These can be used for both the beach and the Club facilities (gym, classes, and spa). The guest memberships are not transferable & nonrefundable.
7. Daily Pass holders and Weekly Family Guest Membership holders must provide government issued photo ID and sign a waiver of liability to use Club facilities.
8. Guests using daily passes, guest passes, and weekly family guest memberships are subject to the same daily chair limits per unit. **Members and guests combined may not have more than six chairs per day per unit (four on black out days).**
9. Guest passes, daily pass holders and weekly guest memberships do not include the use of umbrellas which may be rented at an additional charge of ten dollars (\$10) per day.

## MAILING ADDRESSES

1. Each member shall be responsible for filing with the Membership Office, in writing, preferably on a form provided by the Club, his or her mailing address and any changes thereto, where the member wishes all notices and invoices of the Club to be sent. A member shall be deemed to have received mailings from the Club ten (10) days after they have been mailed to the address on file with the Club. In absence of an address on file at the Membership Office, any Club mailing may, with the same effect described above, be addressed as the Club Manager may think is most likely to cause its prompt delivery.
2. The Club must be notified in writing of any changes of address. Failure to do so shall constitute a waiver of the right to receive club notices, bulletins and any other communication, and a violation of these General Club Rules.

## TRANSFER OF MEMBERSHIP

1. A membership may be transferred upon either of the following events. (i) the death of a member; (ii) legal separation or divorce of married members; (iii) sale of unit owner's residence in Oceania, (iiii) or the leasing of an owner's residence.

## DEATH

1. Upon the death of a member, the surviving spouse, if any, may continue membership privileges without payment of any additional charges, by applying for Membership Privileges. This right shall be subject to applicable inheritance laws.

## LEGAL SEPARATION OR DIVORCE

1. Upon the legal separation or divorce of married members, title to the membership, including all rights and benefits given the holder thereof, shall vest in the spouse awarded the membership, provided that such spouse fulfills the eligibility requirements for membership.
2. Immediately following the legal separation or divorce, the Club must be provided written notice as the spouse designated the membership privileges. Both spouses shall be responsible for the payment of all dues and fees, until the Club receives such notice.
3. Should the ownership of the membership be disputed, the Club, in its sole discretion, may suspend membership privileges until the ownership of the membership is resolved.

## RESIGNATION, SUSPENSION AND TERMINATION OF MEMBERSHIP

1. A non-resident member may resign membership in the Club by delivering written notice of resignation to the Club's Membership Office. Notwithstanding any resignation, suspension or termination of a non-resident membership, the member and his or her spouse shall remain liable for any amounts unpaid, on the member's club account, membership dues and other fees.
2. A membership may be suspended or terminated by the Club, if, in the sole judgment of the Club, the member:
  - a. Submits false information on the Application for Membership Privileges or for guest privileges.
  - b. Permits his or her membership card or club account to be used by anyone other than the designated holder.

- c. Exhibits unsatisfactory behavior, deportment, or appearance.
- d. Fails to pay any amount owed to the Club in a proper and timely manner.
- e. Fails to abide by these General Club Rules.
- f. Is convicted of a felony or is convicted of a misdemeanor involving moral turpitude.
- g. Treats the personnel or employees of the Club in an unreasonable or abusive manner.
- h. Fails in, or refrains from, any other conduct or obligation determined by the Club as appropriate for suspension or termination of memberships; or
- i. No longer meets eligibility requirements.

However, the Club shall not discriminate against any individual because of the individual's race, color, religion, sex, national origin, age, handicap, or marital status.

3. The Club may at any time and from time to time restrict or suspend, for cause or causes described in the preceding paragraph, any member's rights to use any of the Club Facilities. No member may on account of any restriction or suspension be entitled to any refund of any fees. During the restriction or suspension, fees and other charges shall continue to accrue and shall be paid in full prior to reinstatement as a member in good standing. A fee will be assessed for reinstatement of a suspended member account.
4. Any non-resident membership, which has been terminated hereunder, shall be treated as a resigned membership, and enforced in the same manner as any other resigned membership.
5. Any member of the Club who has had his or her membership terminated for any reason other than the failure to meet eligibility requirements for Membership shall not again be eligible for membership nor admitted using the Club Facilities under any circumstances without approval of the Club.

#### LOSS OR DESTRUCTION OF PROPERTY OR INSTANCES OF PERSONAL INJURY

1. Each member as a condition of membership and each guest as a condition of invitation to the Club Facilities assume sole responsibility for his or her property. The Club shall not be responsible for any loss or damage to any private property used or stored on the Club Facilities. Any such personal property which has been left in or on the facilities for six (6) months or more without payment of storage thereon, may be sold by the Club, with or without notice, at a public or private sale, or may be otherwise disposed of, and the proceeds, if any, shall belong to the Club.
2. No person shall remove from the Club's premises any property or furniture belonging to the Club without proper written authorization. Every member of the Club 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 the member, any guest, or any family member. The cost of such damage shall be charged to the responsible member.



3. Any member, family member, guest, or other person who, in any manner makes use of or accepts the use of any apparatus, appliance, facility, privilege or service whatsoever owned, leased or operated by the Club, or who engage in any contest, game, function, competition or other such activity operated, organized, arranged, or sponsored by the Club, either on or off the Club's premises, shall do so at his or her own risk. The member, his or her family members and guests shall hold Oceania Club Inc. the Club and its partners, directors, officers, employees, affiliates, representatives and agents harmless from any and all loss, cost, claim, injury, damage or liability sustained or incurred by him or her, resulting therefrom and/or from any act or omission, whether due to negligence or otherwise, of Oceania Club Inc., the Club or its partners, directors, officers, employees, affiliates, representatives and agents for any losses, costs, claims, injuries, damages, or liabilities sustained or incurred by any guest or family member.
4. Should any party bound by these General Club Rules bring suit against Oceania Club Inc., the Club or its partners, directors, officers, employees, affiliates, representatives and agents in connection with any event operated, organized, arranged or sponsored by the Club or on any other claim or matter in connection with membership in the Club, and fail to obtain judgment therein against Oceania Club Inc., the Club or its partners, directors, officers, employees, affiliates, representatives and agents, said party shall be liable to Oceania Club Inc., the Club and its affiliates, employees, representatives and agents for all costs and expenses incurred by it in the defense of such suit, including court costs and attorneys' fees through all appellate proceedings.

### GRATUITIES

For the convenience of all members, a gratuity percentage, as determined by the Club, may be added to all purchases of food and beverage and other Club services. If established, a member may add to the gratuity percentage by signing the ticket invoice and including the amount of the additional gratuity the member deems appropriate. Specific "private party" gratuity surcharges will be clearly spelled out and added to the overall bills for such affairs.

### CHILDREN

1. Unless otherwise permitted by the Club, children under sixteen (16) years of age are not allowed in the Club Facilities unless accompanied and supervised by an adult.
2. Parents are responsible for the conduct of their children at all times while on the Club premises and shall be responsible for and pay all charges incurred by said children while on the Club premises.

3. Children under sixteen (16) years of age are not permitted to utilize the Club's spa, fitness facilities, court areas and lap pool. Children under the age of 16 are permitted to utilize the salon facilities, food service areas, and beach if accompanied by an adult member.

### ATTIRE

1. Shirts and shoes must be worn at all times when on Club Facilities, other than at the swimming facilities.
2. Bathing suits may only be worn in the pool areas. All other Club Facilities require appropriate cover-ups and shoes to be worn. Bathing suits are inappropriate after the pool closes. Thong bikinis, cut-offs and dungarees are not considered appropriate swimwear and may not be worn in the setting of the Club.
3. The dress standards of the Club may be changed or waived by Club management from time to time for special activities and functions.
4. Sporting attire is acceptable unless a specific function dictates otherwise. Bathing attire is acceptable if worn with a cover up and shoes or sandals when in route to the beach area. Bare feet are prohibited in all indoor areas at all times.

### GUEST AND GUEST PRIVILEGES

Guest privileges may be extended under the rules established by the Club from time to time. Although it is the intention of the Club to accommodate guests without inconveniences to the members, the Club reserves the right to limit the number of guests that accompany a member on any given day. The Club shall establish from time to time the rate of the guest fees, charges and the rules and regulations for use of the Club Facilities by guests. Guest privileges may be denied, withdrawn, or revoked at any time for reasons considered sufficient by the Club in its sole and absolute discretion. All guests shall be resident guests, houseguests, or day guests.

### GUEST POLICIES

1. Oceania Club facilities are for the use of Members and their occasional guests.
2. Club facilities are not open to the general public unless they purchase an outside membership at the set rate.
3. All Members are issued 12 guest passes per unit per year and agree to the charge of \$25 for each additional pass. Guest passes can be used for all amenities.

4. Excessive use of Club facilities by non-members creates unreasonable inconvenience for Members.
5. The Club reserves the right to identify Members who are abusing the guest privilege.
6. Abuse of guest privileges is defined as use of the Club facilities in excess of four times per year by a non-member individual who lives in the following counties: Miami-Dade, Broward, and Palm Beach. The Club reserves the right to request a government issued photo ID for any guest. Refusal to provide the ID grounds for denial of entry.
7. Members hosting non-members who are abusing guest privileges will receive a *warning letter* from the General Manager. The letter will be mailed to the address identified on the Miami-Dade County Tax Appraiser website.
8. After the *warning letter* (see #7) has been sent, Members hosting non-members who are abusing guest privileges may have their hosting privileges suspended by a majority vote of the Board of Directors.
9. The suspension will be in effect for up to one full year (365 days) from the date of the Board Vote.
10. Blackout days apply. On blackout days, guests must be accompanied by a Member.
11. Guests will be entitled to use the Club Facilities only in accordance with the privileges of the membership of the sponsoring member upon the payment of applicable fees.
12. The Club may limit guest privileges, from time to time, in the sole and absolute discretion of the Club. The Club will give notice of such limitation.

### LEASING

1. A Homeowner may lease his residence in accordance with the Condominium documents and by-laws of the association. The Homeowner must register the lessee in the Club administration office and provide a copy of the lease agreement. Upon arrival of the Tenant (Lessee), he should visit the Club administration office to receive his membership card(s). It is the responsibility of the Homeowner to issue his gatehouse entry control device to the lessee for the duration of the lease.
2. The Club administration office will require the lessee to complete a resident profile, provide them with a copy of the Club rules and a tour of the facilities. The lessee will be required to pay a two hundred-dollar (\$200.00) Membership transfer fee that transfers the privileges of the unit owner to the lessee for the duration of the lease. The lessee will also be required to pay a five-hundred-dollar (refundable) deposit. During the period of the lease the Homeowner (Lessor) becomes the guest, and the Tenant (Lessee) becomes the Member of

record. If at any time during the period of the lease, the Club dues and or charges become delinquent, the membership privileges of the tenant (Lessee) will be suspended until all account balances are paid in full.

3. In order for the Tenant (Lessee) to open a Club account, it will be necessary to establish credit by furnishing the Club with a valid major credit card that the Club accepts and placing a deposit that will be processed at the time of application. The Homeowner (Lessor), upon leasing his residence, remains responsible for any damages to the Club Property and/or unpaid dues or Club charges incurred during the period of the lease.

### SECTION III

#### GENERAL POOL RULES

1. Use of the pool at any time is at the swimmer's own risk. The Club does not provide pool supervision.
2. Use of the Lap Pool is restricted to members, their families, and their guests.
3. Children under sixteen (16) years of age may not use the lap pool or deck area.
4. Swimming is permitted only during designated hours.
5. Showers are required before entering the pool to remove all suntan oils and lotions.
6. Glass objects, sharp objects, drinking glasses, and other personal coolers are not permitted at the pool.
7. No food or beverages may be brought in the pool area premises and these premises should be kept in an orderly manner at all times. Food and beverage purchased through the Club restaurant may be consumed only in designated areas of the pool facilities. All trash should be placed in the containers located throughout the pool areas.
8. All swimmers must wear bona fide swimming attire. Cut-offs, dungarees and Bermudas are not considered appropriate swimwear. Proper non-swim attire is required at all time in the clubhouse, other than locker rooms. Shoes or other foot coverings and caftans or shirts must be worn outside the swimming pools areas.
9. Radios, televisions, and the like may be listened to if played at a sound level, which is not offensive to the members and guests.

10. Animals are restricted from the pool areas.
11. Lifesaving and pool cleaning equipment should be used only for the purpose intended.
12. Running, ball playing, and noisy or hazardous activity will not be permitted in the pool area. Pushing, ball playing, and dangerous games are prohibited.
13. Diving is not permitted in any area of the pool.
14. Fishing, spear-fishing and snorkeling equipment, other than a mask and snorkel, are not to be used in the pool areas, except as part of an organized course of instruction.
15. All persons using the pool furniture are required to cover the furniture with a towel when using suntan oils and lotions. The use of these oils and lotions could stain or damage the furniture.
16. Smoking is permitted only in designated sections of the pool area.
17. Air mattresses and other floatation devices will be permitted, depending on the size of the mattress and the number of persons in the pool. Tire inner tubes are not permitted.
18. The Club staff has the authority to expel from the pool areas anyone who fails to cooperate in following the Club Rules or whose conduct is otherwise unbecoming. Any infractions will be reported to the Club Manager.
19. Cover-ups are required everywhere at the Club, except while at the pool areas.
20. Any person with a health problem that can be communicated by use of the pool or whirlpool is specifically prohibited from using the pools.
21. Nude or topless sunbathing is expressly prohibited.
22. If lightening is in the area, all persons must discontinue use of the pool and seek appropriate shelter immediately.
23. Any reference to the pool or pool area shall be deemed to include the Jacuzzi area as well.
24. All persons using the pool do so at their own risk. There is no lifeguard on duty. There is always a risk of personal injury when using the pool and the pool area. All persons must read and observe all warning signs and rules posted in the pool area. The Club shall not be responsible for any accidents, injury, or loss.

## SECTION IV

### GENERAL SPA & FITNESS RULES

1. All Club members are entitled to participate in any Spa programs which may periodically be offered and to utilize all Spa services, amenities, and facilities as they may exist from time to time, and subject to payment of any fees, space availability, and these General Club Rules, as they may exist from time to time.
2. Only person's sixteen (16) years of age or older are permitted in the Spa. Children under the age of sixteen (16) are not permitted to use the Spa or locker room facilities.
3. Operating Hours: Regular operating hours of the Spa will be posted at the Spa. From time to time, the hours of operation of the Spa may be changed or the Spa may be closed for necessary repairs and maintenance.
4. Exercise Class: All exercise classes and class times shall be determined by the Spa and may be changed from time to time.
5. Personal exercise trainers not employed by the Spa are not permitted to conduct personal exercise training programs unless approved by Club management and all requisite liability insurance, indemnity agreements and other pertinent regulations germane to personal training have been met Personal trainers must follow all established Club rules and regulations, check in at the Front desk and receive a guest check in slip.
6. Dress Code/Decorum: Casual workout attire is acceptable. Cut-offs and/or tom garment shall not be permitted to be worn in any exercise areas of the Spa. Men must wear shirts. Those improperly dressed will be asked to change prior to using the Spa facilities.
7. The Club may implement limitations of maximum durations of equipment use in the event of waiting periods or during peak times.
8. Proper athletic footwear is required when using any of the exercise facilities. Sandals or bare feet are prohibited. No black-soled (running type) shoes shall be permitted in the aerobic studio. Only aerobic or court shoes may be worn. No persons will be allowed to participate in exercise classes without proper footwear.
9. No bare feet are allowed outside the steam, sauna, and treatment areas.
10. Smoking is not permitted in the Spa.
11. Consumption of alcoholic beverages at the Spa is not permitted.

12. All persons using the fitness facilities do so at their own risk and may be required to execute such forms releasing the Club from liability for their use of the Club Facilities as determined from time to time.
13. No leg weights or wrist weights may be worn during exercise classes unless specified as part of the class by the fitness instructor.
14. It is the responsibility of all persons to obtain instruction on how to use the equipment prior to using such equipment, and the equipment is only to be used in accordance with such instructions.
15. It is the responsibility of all persons using the fitness facilities to consult with their physician, and such person should be in good physical condition and have no physical, medical, or psychological conditions, disabilities, impairments, or ailments, chronic or otherwise, which would preclude, impair or prevent such person from using the Spa and Fitness Center, equipment or amenities or engage in active or passive exercise. Each person using the Spa and Fitness Center assumes full risk of loss and responsibility for damage to their health.
16. Fitness classes are designed to commence on a timely manner providing ample warm up time. The instructor reserves the right to deny entrance to the class participants who are more than five (5) minutes late or any participant who fail to present a valid check in slip.
17. Regular hours of the Spa will be posted at the Spa. From time to time, the hours of operation of the Spa may be changed or the Spa may be closed for necessary repairs or maintenance.
18. Classes will be considered cancelled if participants do not arrive within fifteen (15) minutes of the scheduled time.

#### WET AREAS, SAUNA AND STEAM ROOM

1. Consult your physician before using the sauna or steam treatment rooms. These treatments produce dry and moist heat and generally reach temperatures above 105 degrees. It is not advisable to remain in the treatment rooms for more than minutes at any one time. Pregnant women should not use the whirlpools or other facilities that would elevate the core body temperature.
2. Never use a steam or sauna treatment when you are under the influence of alcohol or narcotics, or when you have taken antihistamines, tranquilizers, vasoconstrictors, or stimulants.

3. Elderly people and those who suffer from diabetes, heart disease or high/low blood pressure should not use saunas.
4. Never go into a sauna or steam treatment on a full stomach. Wait two hours after heavy meal before using a steam or sauna treatment.
5. Following a strenuous exercise period, DO NOT GO DIRECTLY INTO A SAUNA OR STEAM TREATMENT Rest and cool down; allow your pulse to return as close as possible to your resting rate before entering either facility.
6. Whirlpool usage - for health reasons, soap showers are mandatory prior to use. We recommend you rinse well after using the whirlpool to remove disinfectant chemicals used in the whirlpool and to help you cool down. No soap or shampoo is permitted in the whirlpool. No smoking, eating, or drinking is permitted in or about the whirlpool area.
7. No beauty products of any kind are permitted inside the sauna, steam room, or whirlpool. Violators will be removed from Club and membership may be suspended for up to sixty (60) days.
8. No cups, magazines or newspapers are permitted inside the sauna. Do not pour water or any liquid on the hot rocks or any heating elements.
9. For sanitary reasons, no shaving or paper cups are permitted in the steam treatment room.
10. Indoor/outdoor pools; shower is mandatory prior to use. Use of the indoor pool must yield to class participants.
11. Use of the pool facilities at any time is at the swimmer's risk.
12. No smoking, eating, or drinking is permitted in or about the whirlpool or indoor pool Glass bottles and sharp objects are not permitted in the pool areas.
13. Individuals with color treated hair are advised to wear waterproof swim caps in the pools and whirlpools.
14. Anyone with body infections or open sores should not use any of the Spa or pool facilities as this could possibly spread infection.

#### LOCKER ROOM FACILITIES

1. Members must check in at the Front Desk reception area to obtain a key for a locker and submit their member's card as collateral.



2. Day lockers are available on a per visit basis. Locker keys must be returned at time of checkout. A fee will be charged for keys, which are not returned daily, to the members Club account.
3. We recommend you not bring valuables into the Spa. Each person entering the Spa assumes liability for the loss of any items stored in a locker or common closet.
4. For members' convenience, robes, slippers, and towels are provided in the locker. The removal of these items from the Club premises shall subject the member, visitor, or guest to expulsion from the Club, and the charges for the replacement costs thereof.
5. For fire safety reasons, all clothing and personal articles must be stored in a locker or common closet in the locker room and not under benches or in the common areas.

## SECTION V

### TENNIS COURTS

1. All members and guests using the tennis facilities do so at their own risk and may be required to execute such forms releasing the Club from liability for their use of Club Facilities as determined from time to time.
2. Proper attire must be worn at all times by members and guests.
3. Tennis Court hours of operation are 8:00am – 8:00pm daily and may be closed for maintenance and repairs from time to time. The last reservation allowed is at 6:30pm, no exceptions.
4. Each unit may reserve up to three (3) reservations maximum per week.
5. Reservations may be made up to five (5) days in advance, by utilizing the Club's Court Bookings System/Mobile App or by calling the Club at 305.956.5738.
6. Reservations are allotted 1 ½ hours of play time per day.
7. No music, food, animals, or glass permitted on the courts at any time.
8. Children under the age of sixteen (16) are not permitted to use the Club's tennis courts at any time.
9. Guests are not permitted to use the Club's tennis courts unless accompanied by a Club member. Guests found playing without a member will be trespassed from Club property.

The member who reserved the court will be fined a \$100 non-refundable fee and will be issued a notice of violation.

10. Any member reserving courts under a different unit number will be suspended, No exceptions.
11. Abusive language or conduct will not be tolerated.
12. In the event a reserved court is not occupied within 15 minutes after the reserved time, that court will be released and open to anyone waiting to play.
13. If the court is not reserved and available, members may contact the Club to book additional play time (circumventing the weekly 3 reservations per unit rule).
14. Courts Bookings must be cancelled no less than 24 hours prior from the reserved booking time.
15. No show reservations will be monitored by the Club. Excessive abuse will result in a written notice of violation and may include suspension of tennis privileges.
16. Members that wish to utilize a professional tennis coach/instructor **must** contact the Club Manager prior to reserving the court. Proof of proper insurance and waivers must be submitted to the Club management office. Members found utilizing a professional tennis coach/instructor without proper authorization will be fined a \$100 non-refundable fee and will be issued a notice of violation.
17. No one coach may train different parties more than one (1) reservation per day. This must be strictly enforced as we only have two (2) tennis courts that are for our residents; not for coaches to run their business.
18. Violation of the Club's tennis rules may result in membership suspension of Club privileges.

#### RACKET SPORTS

1. Protective eyewear must be worn at all times when using the Racquetball and Squash courts.
2. Children under sixteen (16) are not permitted to use the Club's court areas at any time.

#### SPA SERVICES

1. The Spa requires a twenty-four (24), hour notice of cancellation and/or change of appointment or the member account will be charged the full amount of the service.

2. We ask that you arrive fifteen (15) to twenty (20) minutes prior to your service to relax and prepare for your treatment. If you are late for your appointment, it may be shortened to allow the therapist to be on time for the next appointment.
3. It is recommended that treatment and fitness services be booked well in advance - a minimum of seventy-two (72) hours and one (1) week during holiday periods.
4. For your convenience, a gratuity may be added to the charge for each treatment.

#### EXERCISE ROOM

1. All persons using the fitness facilities do so at their own risk and may be required to execute such forms releasing the Club from liability for their use of the Club Facilities as determined from time to time.
2. For member's safety, no leg weights or wrist weights may be worn during exercise classes unless specified as part of the class by your fitness instructor.
3. It is the responsibility of all persons to obtain instruction on how to use the equipment prior to usage of such equipment, and the equipment is only to be used in accordance with such instructions.
4. It is the responsibility of all persons using the fitness facilities to consult with their physician, and such person should be in good physical condition and have no physical, medical, or psychological conditions, disabilities, impairments, or ailments, chronic or otherwise, which would preclude, impair, or prevent the member from using the Spa facilities, equipment or amenities or engaging in active or passive exercise. Members assume full risk of loss and responsibility for damage to their health if the foregoing representations are not and do not continue to remain true.
5. Proper athletic footwear is required when using any of the exercise facilities. Sandal or bare feet are prohibited.
6. Proper workout attire is required at all times. Bathing suits, robes or other non-athletic attire is prohibited. Men must wear shirts.
7. The Club may implement a time limitation on the use of exercise equipment in the event of waiting periods during peak times.
8. The Club in its sole discretion will make the selections on the content and volume level of music and television programming. Members will not be permitted to adjust or change the volume or programming of the television or sound system. Requests can be made to the attendant on duty.

## SECTION VI

### BEAUTY SALON

1. Pets are not allowed in the Salon in accordance with state law, unless deemed a service animal.
2. Operating Hours: Regular hours of Salon operation will be posted in the Salon from time to time and the hours of operation of the salon may be changed or the Salon may be closed for necessary repairs and maintenance.
3. Membership Cards: All members must present their membership card at the Salon Reception desk.
4. No bare feet are permitted in the Salon.
5. Smoking is not permitted in the Salon.
6. Appointment cancellations must be made twenty-four (24) hours in advance of the scheduled appointment or the member account will be charged at the full amount of the service.
7. Please arrive a minimum of five (5) minutes prior to your appointment in order to check in and prepare for your service. If you are late for an appointment, it may be shortened to allow the technicians to be on time for the next guest's appointment.

### SECURITY

1. All members entering the Club property are required to present membership credentials if requested by the security officer to gain access to the property. Members must notify the Club when expecting visitors. Names of visitors and their anticipated arrival date and time must be provided to the Club in advance to prevent the delay of the visitor's entry. Guests not registered by the Club member will not be permitted access to the property.