



**Parkland Golf & Country Club  
Sports Club**

**Rules and Regulations**

*March 25, 2011*

## **PARKLAND GOLF & COUNTRY CLUB SPORTS CLUB**

### **RULES AND REGULATIONS**

The rights and obligations of each Associate of the Parkland Golf & Country Club Sports Club (the "Club") are set forth in the Amended and Restated Club Plan for Parkland Golf & Country Club Sports Club, dated March 25, 2011 and recorded in Official Record Book 47812, Pages 1115-1148 of the Public Records of Broward County, Florida (as amended, the "Club Plan") and in these Rules and Regulations. All initially capitalized terms shall have the meanings set forth in the Club Plan.

#### **1. THE CLUBHOUSE AND CLUB FACILITIES**

##### **1.1 In General.**

##### **1.1.1 Photo ID Cards, Nanny Pass:**

1.1.1.1 All Associates, their Immediate Family Members (and, if applicable, Extended Family Members) using the Club Facilities must have in their possession a "Photo ID Card". The number of guests for any Associate will be limited to four (4) at any one time, unless otherwise approved by the Club Owner in its discretion. Guest fees will be established by the Club from time to time and may be modified in the discretion of the Club Owner.

1.1.1.2 A Nanny or other person who is responsible for the minors of an Associate or his or her spouse while they are within the Club Facilities is deemed to be a guest. An Associate must obtain a "Nanny Pass" for the household staff for purposes of accompanying minors to the Pools and Club Facilities. Only one Nanny Pass is permitted per household. Persons utilizing such Nanny Passes are not permitted to utilize the Club Facilities other than to accompany minors. The Club shall establish the fees for such Nanny Pass, which shall be set and modified by the Club Owner in its discretion. The Nanny Pass is non-transferable, and a Nanny must be 18 years of age or older.

1.1.1.3 A Photo ID Card shall be issued to each Associate and each of such Associate's Immediate Family Members who is fourteen (14) years old or older, and to each of such Associate's Extended Family Members, if applicable. Immediate Family Members who are minors between fourteen (14) years and sixteen (16) of age will be issued a Photo ID Card only if a Consent, Waiver, Release and Indemnification form is signed by the parent or legal guardian of such minor Immediate Family Member and must have the Photo ID Card at all times while at the Club Facilities. Immediate Family Members younger than fourteen (14) must be accompanied by the adult Associate, or Immediate Family Member with a Photo ID Card, or a Nanny with a Nanny Pass in order to gain access to the Clubhouse or the other Club Facilities, unless the minor is (i) attending a Club-sponsored minors' event, or (ii) using the swimming pool pursuant to a Consent, Waiver, Release and Indemnification form signed by the parent or legal guardian of such minor Immediate Family Member. Minors under the age of fourteen (14) shall not be permitted in the Fitness Center under any circumstances. A minor fourteen (14) years to seventeen (17) years will be

permitted to use the Fitness Center provided his or her parent or legal guardian signs a Consent, Waiver, Release or Indemnification form.

1.1.1.4 Photo ID Cards must be presented when signing in for use of the Club Facilities. Representatives of the Club have the right at any and all times to request that an Associate present his or her Photo ID Card. An Associate shall leave the Club Facilities at any time a Club representative advises such Associate that this or her presence at the Club and/or use of the Club Facilities violates the Rules and Regulations.

1.1.1.5 Photo ID Cards are not transferable. A Photo ID Card may not be used by any person other than the person to whom it is issued.

1.1.1.6 An Associate must immediately notify the Club in writing of a lost or stolen Photo ID Card. The replacement fee for the Photo ID Card shall be established from time to time by the Club. If an unauthorized person uses the Photo ID Card, the Associate it belongs to shall be liable for any loss, damage, or expense resulting from such unauthorized use.

1.2 Pets. With the exception of facilitating animals (i.e. seeing eye or hearing impaired dogs), no animals may be brought onto the Club premises or into the Club Facilities. In no event shall such animals be permitted in the swimming pool.

1.3 Attire.

1.3.1 No attire other than appropriate swimwear attire, as determined in the sole discretion of Club Owner, shall be worn in the pool, surrounding deck and restroom/locker areas. Said swimwear is restricted to the pool, surrounding deck and restroom/locker areas. Swimmers may not walk through the Clubhouse or other Club Facilities and must use the pool restroom only. Cut-off clothing and swimwear, thongs and similar attire are prohibited.

1.3.2 Shirts and shoes must be worn in the Clubhouse at all times.

1.3.3 The Club may implement additional dress requirements from time to time in the Club Owner's sole discretion.

1.4 Facilities Rental Agreement. Private functions are permitted at the Club only with prior permission of the Club. A Club "License Agreement" for use of portions of the Club Facilities for private functions must be executed prior to such use. Such Agreements are available at the Clubhouse Administrative offices. 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. Upon prior written consent of the Club, which may be withheld for any reason, a private party held in the Club and/or properties comprising the Club may serve food and non-alcoholic beverages purchased outside the Club.

1.5 Parking. Self-parking is permitted in Parking Areas identified as such. No parking will be allowed on grassed areas. "No Parking" signs must be observed.

1.6 Commercial Advertisements. Commercial advertisements may not be posted or circulated in the Clubhouse or other Club Facilities nor shall business of any kind be solicited or

conducted on the Club premises. Use of the Club's stationery without the prior authorization of the Club is prohibited. The Club Facilities may not be used without the prior approval of the Club for any function or activity involving the attendance or participation of non-Associates where a fee is charged for such attendance or participation.

**1.7    Other Restrictions.**

**1.7.1** Minors fourteen (14) years and over may use the Club Facilities with or without adult supervision provided that a Consent, Waiver, Release and Indemnification Agreement has been executed by the minor's parent or legal guardian. Children under fourteen (14) must be accompanied at all times by an adult, who is 18 years old or older, who may not be engaged in aerobics, fitness exercises, swimming, or any other activity that may diminish his or her ability to supervise the child.

**1.7.2** Associates must provide a guest list to the privacy gate for guests to gain entry for any social function at the Club Facilities.

**1.7.3** Smoking, including cigar and pipe smoking, is prohibited in all Club Facilities and is permitted only in certain designated outside areas.

**1.7.4** Absolutely no alcoholic beverages of any kind may be brought into or used at or in the Club Facilities, except alcoholic beverages purchased from the Club or during scheduled events. Glass and breakables are strictly prohibited.

**1.7.5** Eating and drinking (except water from spill-proof containers) are prohibited, except at locations designated by the Club from time to time.

**1.7.6** Complaints, criticism, or suggestions related to the operation of the Club and Club Facilities or conduct of the Club staff should be presented, preferably in writing, to the General Manager.

**1.7.7** Associates and guests may not, verbally or otherwise, abuse, reprimand or discipline any employee of the Club, or order any employee off the Club premises for any reason whatsoever.

**1.7.8** Roller blades, skateboards, inline skating, bicycles and similar devices may be used only in those areas specifically designated and authorized by the Club, as determined in the Club Owner's discretion.

**1.7.9** Horseplay, profanity, disruptive behavior and lewd and lascivious behavior are strictly prohibited at all times at the Club Facilities.

**1.7.10** Firearms and other weapons of any kind are not permitted on the Club Facilities at any time.

**1.8    Hours of Operation.** The Clubhouse and the Club Facilities shall be open on the days and during the hours established by the Club from time to time. Please call the clubhouse for current hours of operation. Associates may use their Photo ID Cards to gain entry to the Fitness Center.

**1.9     Responsibility for Personal Property and Persons.**

**1.9.1** Each Associate assumes sole responsibility for the health, safety and welfare of such Associate, his or her Immediate Family Members, Extended Family Members and guests, and the personal property of all of the foregoing.

**1.9.2** 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 his or her car in the Parking Areas; equipment, jewelry or other possessions stored in the Fitness Center, on bicycles, or within cars, and wallets, books and clothing left in the pool areas.

**1.9.3** Any Associate, Immediate Family Member, Extended 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 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 Facilities, shall do so at their own risk. Every Associate 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 or Club Owner, caused by any Associate, Immediate Family Member, Extended Family Member or guest. Each Associate and Immediate Family Member of a household shall be jointly and severally liable to the Club Owner in connection with the foregoing. Without limiting the foregoing, the Club Owner may impose a fine on an Associate of \$500.00 (which shall constitute a Special Use Fee with respect to any Associate who is an Owner), in addition to requesting that an Associate pay Indemnified Parties all losses incurred.

**1.9.4** Property or furniture belonging to the Club shall not be removed from the room or area in which it is placed or from the Club Facilities.

**1.9.5** In addition, each Associate, Immediate Family Member, Extended Family Member and guest agrees to indemnify and hold harmless Declarant, Club Owner and the Club Management, their officers, partners, agents, employees, affiliates, directors and attorneys (collectively, "Indemnified Parties") and the Review Committee described in Section 16.2 of the Club Plan against all actions, injury, claims, loss, liability, damages, costs and expenses of any kind or nature whatsoever (including without limitation all court costs, counsel fees, paraprofessional fees, including all pre-trial, trial and appellate levels and whether or not suit be instituted, and all expenses and liabilities incurred or arising from any such claim, the investigation thereof, or the defense of any action or proceedings brought thereon, and from and against any orders judgments or decrees which may be entered relating thereto) (collectively, "Losses") incurred by or asserted against any of the Indemnified Parties from and after the date hereof, whether direct, indirect, or consequential, as a result of or in any way related to such Associate's use rights and obligations, including, without limitation, use of the Club Facilities by Associates, Immediate Family Members, and their guests, or the interpretation of the Club Plan, and/or these Rules and Regulations and/or from any act or omission of any of the Indemnified Parties.

**1.9.6** Should any Associate, Immediate Family Member and/or Extended Family Member bring suit against Declarant, Club Owner or the Club Management or any of the Indemnified Parties for any claim or matter and fail to obtain judgment therein against

such Indemnified Parties, the Associate, Immediate Family Member and/or Extended Family Member shall be liable to such parties for all Losses, costs and expenses incurred by the Indemnified Parties in the defense of such suit, including, without limitation, court costs, attorney's fees and paraprofessional fees during pre-trial, at trial and upon appeal.

**1.10 Obligations to Pay Club Payment and Other Amounts.**

**1.10.1** Each Owner of any Home located within Parkland Golf & Country Club shall pay for all Club Payments as provided in the Club Plan.

**1.10.2** Each Non-Owner Associate shall pay all dues, fees and other charges established by the Club, from time to time, for the category of membership held by such Non-Owner Associate.

**1.10.3** Associates shall be responsible for all debts and other obligations to the Club incurred by Immediate Family Members, Extended Family Members, Significant Others, Lessees and guests. Chits, if applicable, must be signed legibly (initials are not permitted) and MUST include the Associate's Club account number. A Photo ID Card must be presented at all times when entering the Club Facilities and/or signing charges against Club accounts.

**1.10.4** The opportunity to charge to an Associate's personal Club account is extended as a privilege of membership at the Club and is subject to continuing review and approval by the Club Owner. The Club reserves the right to eliminate the use of Club accounts and monthly billings for Associates and to require that all Club Payments, dues, fees and other charges incurred at the Club be charged to an Associate's personal credit card or bank account. Club Expenses and dues are typically set at the beginning of each fiscal membership year of the Club, and the Club may elect to bill the Club Expenses and dues on an annual, quarterly, or monthly basis, as determined by the Club Owner.

**1.10.5** Associates are granted charging privileges upon approval by the Club Owner. Monthly statements reflecting all usage activity incurred by the Associate for the previous month and including all Club Fees for the upcoming month, quarter and/or year and all payments received by the Club from the Associate will be closed on the last day of each month and will typically be sent by regular mail or e-mail to the Associates within five (5) days from closing. All statements are due and payable upon receipt and in no event later than the twentieth (20<sup>th</sup>) day of the month in which the statement was sent. Associates may pay the statement in full by check mailed to the Club or pre-arranged preauthorized ACH (Automated Clearing House) electronic funds transfer service provided by the Club and available by contacting the Club Controller or Membership Director. Each Associate is required to designate and maintain (2) two active credit or debit cards (Visa or MasterCard only) with an active expiration date at all times during the period of membership. Associates whose monthly statements are not paid in full by the twentieth (20<sup>th</sup>) day of the month in which it was billed authorize the Club to charge the full balance due to the credit or debit card on file and agree to pay an Alternative Payment Method Convenience Fee as set by the Club and subject to change by the Club Operator from time to time. A Late Charge and/or Finance Charge (up to the maximum rate permitted by law) as established by the Club will be added to all outstanding balances if the statement is not paid in full by the last day of the month in which the statement was sent. As of the date of these Rules and Regulations, the Alternative Payment Method Convenience Fee is \$5.00 and the Late Charge is \$35.00.

Notwithstanding the foregoing, the Club Owner may, in its sole discretion, increase or decrease the amount of the Alternative Payment Method Convenience Fee and/or Late Charge to be charged by the Club.

**1.10.6** If the entire balance of the Club's statement is not paid by the thirtieth (30<sup>th</sup>) day of the month (or with respect to a statement delivered in February, the last day of such month) in which it was billed, the Club may declare any remaining balance of the Club Payments, annual dues, fees and charges immediately due and payable. The Club, in the sole discretion of the Club Owner, shall have the right but not the obligation to waive any Late Charge and/or Finance Charge. The Club shall also be entitled to collect from the Associate any and all costs and expenses incurred by the Club in attempting to collect any amount(s) owed to the Club, including attorneys' fees, collection fees and court costs, regardless of whether legal action is filed.

**1.10.7** Associate privileges shall be suspended if outstanding balances are not paid in full by the last day of each month and will remain suspended until payment in full has been received by the Club and two (2) active credit or debit cards (Visa or MasterCard only) with an active expiration date are on file. Notwithstanding any suspension of an Associate, an Associate shall remain liable for Club Payments, and any non-Owner Associate shall remain liable for all dues, fees and other charges of the Club applicable to such non-Owner Associate.

**1.11** Committees. The Club may establish advisory committees from time to time respecting the Club. Any committees established shall act only in an advisory capacity and will not have any duty or authority to act on behalf of the Associates of the Club.

**1.12** Violation of Club Rules.

**1.12.1** Basis for Suspension: Use rights and privileges of an Associate and/or such Associate's Immediate Family Members and Extended Family Members (and the benefits for their guests) may be suspended by the Club, if, in the sole judgment of the Club Owner:

1.12.1.1 False information was provided to the Club Owner or General Manager.

1.12.1.2 An Associate, Immediate Family Member and/or Extended Family Member permits the unauthorized use of his or her Photo ID Card or the Associate's Club account.

1.12.1.3 An Associate, Immediate Family Member, Extended Family Member and/or guest exhibits unsatisfactory behavior, deportment or appearance or acts in any other manner determined to not be in the best interest of the Club or other Associates;

1.12.1.4 An Associate, Immediate Family Member, Extended Family Member and/or guest treats the personnel or employees of the Club in an unreasonable or abusive manner;

1.12.1.5 An Associate, Immediate Family Member and/or Extended Family Member violates one or more of the Rules and Regulations.

1.12.1.6 A guest or other person for whom an Associate is responsible violates one or more of the Rules and Regulations.

1.12.1.7 An Owner or other Associate fails to pay Club Payments or other amounts owed to Club Owner in a proper and timely manner.

1.12.1.8 An Associate or adult Immediate Family Member fails to accompany a guest or Extended Family Member when required by the Club Owner.

1.12.1.9 An Associate, Immediate Family Member, Extended Family Member and/or guest has injured or harmed any person within the Club Facilities, or harmed, destroyed or stolen any personal property within the Club Facilities belonging to the Club Owner or any third party.

1.12.1.10 An Associate, Immediate Family Member, Extended Family Member and/or guest engages in conduct which is deemed by the Club Owner to be improper or likely to endanger the welfare, safety, harmony or good reputation of the Club or its Associates.

**1.12.2 Types of Suspension.** The Club may restrict or suspend, for cause or causes described in the proceeding section, privileges of any Associate, Immediate Family Member, and/or supplemental member, and/or their guests, to use any or all of the Club Facilities. By way of example, and not as a limitation, The Club may suspend the membership rights and privileges of a Lessee if such Lessee's Owner fails to pay Club Payments due in connection with a leased Home. In addition, the Club may suspend some membership rights and privileges, while allowing an Associate to continue to exercise other membership rights and privileges. For example, the Club may suspend the rights of a particular Immediate Family Member, or the Club may prohibit an Associate and his Immediate Family Members from using the pools or Fitness Center Facilities and Aerobics. No Associate whose membership rights and privileges are fully or partially suspended shall on account to any such restriction or suspension be entitled to any refund of Club Payments or any other Club related fees or charges. During the restriction or suspension, Club Payments (including, without limitation, License Fees and Club Expenses) and dues of non-Owner Associates shall continue to accrue and be payable each month. Under no circumstances, will an Associate be reinstated until all Club Payments, dues and other amounts due to the Club are paid in full.

**1.12.3 Termination of Non-Owner Membership.** In addition to the foregoing, the Club Owner, in its discretion, may terminate the membership of any non-Owner Associate if there is any basis for the Club to suspend the membership privileges of such non-Owner Associate under the Club Plan or the Rules and Regulations of the Club.

**1.13 Consent to Use.** By becoming an Associate of the Club or otherwise utilizing Club Facilities, Associates, their Immediate Family Members, Extended Family Members, Lessees and guests, give the Club, the Club Owner, and their affiliates and assigns a non-exclusive license to use their name, nickname, quoted statements and likeness in website(s) and publications of the Club, Club Owner and/or Club Owner's affiliates and on the Club's and Golf Club's premises, for purposes of promoting and endorsing Parkland Golf & Country Club, the Club and/or the Golf Club. The Club, Club Owner and/or Club Owner's affiliates may use photographs of participants at the Club Facilities and/or Golf Club's facilities and statements

made by Associates, their Immediate Family Members, Extended Family Members, Lessees and their guests at the Club Facilities or Golf Club's facilities for Club, Club Owner's, Club Owner's affiliates' and/or Parkland Golf & Country Club publications without any prior approval.

## 2. FITNESS CENTER AND AEROBICS ROOM

2.1 Hours of Operation. The Fitness Center and the Aerobics Room hours of operation will be set by the Club, in the Club Owner's discretion, and such hours will be posted. The Club Owner reserves the right to modify the hours of operation.

2.2 Attire. Suitable attire and footwear must be worn at all times. Shirts and shorts must have hemmed edges and no docksiders or flip-flops are permitted. Jewelry which may interfere with exercising must be removed prior to exercising.

### 2.3 Equipment.

**2.3.1** Equipment must be wiped down after every use. Wipes are provided in the Fitness Center.

**2.3.2** Use of equipment is AT YOUR OWN RISK.

**2.3.3** Cardiovascular equipment may not be reserved. The maximum time limit for using the cardiovascular equipment will be thirty (30) minutes per person if there is any other person waiting to use such equipment.

**2.3.4** All equipment must be returned to its proper location.

**2.3.5** Associates shall be responsible for any damage to the equipment in the Fitness Center and Aerobics Room.

2.4 Other Restrictions. Food and beverages may not be brought into the Fitness Center, except for water in sports bottles.

2.5 Fitness Center. When participating in scheduled classes, you should check in on time, follow the directions of the instructor, and stay for the entire class.

2.6 MINORS FOURTEEN (14) YEARS TO SEVENTEEN (17) YEARS WILL BE PERMITTED ACCESS TO AND USE OF THE FITNESS CENTER AND THE AEROBICS ROOM ONLY IF A CONSENT, WAIVER, RELEASE AND INDEMNIFICATION AGREEMENT IS COMPLETED AND SIGNED BY HIS OR HER PARENT OR LEGAL GUARDIAN. MINORS UNDER FOURTEEN (14) ARE NOT PERMITTED IN THE FITNESS CENTER AT ANY TIME.

2.7 Personal Trainers. Outside personal trainers/instructors are not permitted at the Club. All personal training sessions/instructions must be performed by trainers/instructors contracted with the Club.

3. SWIMMING POOL AND SURROUNDING DECK

3.1 Risk of Use.

**3.1.1** No lifeguard is present in the pool area. Use of the pool is AT YOUR OWN RISK.

**3.1.2** Diving, running, horseplay, loud music, rafts, bicycles, roller blades and skateboards are not permitted in the pool or the surrounding deck.

3.2 Hours of Operation. The pool and surrounding deck will be open during such hours as are determined by the Club Owner, in its discretion, and such hours will be posted.

3.3 Other Restrictions.

**3.3.1** All persons must shower before entering the pool.

**3.3.2** MINORS UNDER THREE (3) ARE NOT PERMITTED IN THE POOL UNLESS SAID MINOR IS BEING HELD BY AN ADULT WHILE IN THE POOL. MINORS UNDER THE AGE OF SIX (6) ARE NOT ALLOWED IN THE DEEP AREA OF THE POOL.

**3.3.3** MINORS WHO ARE NOT TOILET TRAINED MUST WEAR SWIMMING ATTIRE DESIGNED TO PREVENT POOL CONTAMINATION. DISPOSABLE DIAPERS ARE NOT ALLOWED. ANY PERSON CAUSING CONTAMINATION OF THE POOL WILL BE ASSESSED FOR THE COST OF DRAINING AND RE-TREATING THE POOL IF NECESSARY.

**3.3.4** Minors who are unable to swim may use water wings with an adult's supervision. Except as otherwise provided in the immediately preceding sentence, no toys, balls or inflatable items are permitted in the pool, unless such items are provided by the Club Owner.

**3.3.5** Associates entering the Clubhouse from the pool area must be dry and be properly attired.

**3.3.6** Tables are to be wiped clean, debris removed, and umbrellas closed after use and prior to leaving.

**3.3.7** All pool furniture, if moved, must be returned to its original location.

**3.3.8** All persons using the pool areas are responsible for keeping the areas clean by properly disposing of trash.

**3.3.9** Chaise lounges are available for Associates' use at no charge. All persons using pool furniture must cover the furniture with a towel when using suntan lotions. All chairs and lounges must be wiped clean of any lotion, oil, etc, prior to leaving. The use of these lotions could stain or damage the furniture. Damage caused by such products must be repaired by the responsible Associate.

**3.3.10** Pool towels may be provided by the Club pursuant to such procedures and conditions as may be established by the Club Owner from time to time. Locker room towels are Club property and are not for pool use. The Club/General Manager has the right to request towels be returned from an Associate if an Associate is seen removing them from the Club property.

**3.3.11** Smoking is prohibited on the pool deck. All persons must use designated smoking areas outside of the pool gates.

#### 4. LAKES & WATER BODIES

4.1 Swimming Prohibited. The lakes and other water bodies located adjacent to the Club are not the property of the Club and are for aesthetic, water retention and drainage purposes only. No person, whether child or adult, is permitted to swim, bathe, play or otherwise enter in any such lake or water body from the Club Property at any time for any purpose whatsoever. IT IS HEREBY DECLARED TO BE A VIOLATION OF THESE RULES AND REGULATIONS FOR ANY PERSON TO ENTER, OR FOR ANY PERSON TO ALLOW A CHILD UNDER THEIR SUPERVISION TO ENTER, ANY LAKE OR WATER BODY FROM THE CLUB PROPERTY FOR ANY PURPOSE WHATSOEVER. SUCH LAKES AND WATER BODIES ARE NOT INTENDED FOR SWIMMING OR BATHING AND MAY CONTAIN DANGEROUS ROCKS, GRADATION, ANIMALS OR VEGETATION. SWIMMING OR BATHING IN SUCH WATER BODIES MAY RESULT IN SERIOUS INJURY OR DEATH.

#### 5. TENNIS COURTS

##### 5.1 Conduct.

**5.1.1** Proper tennis etiquette should be observed at all times. Unsportsmanlike conduct will not be permitted and may result in the violator being asked to vacate the courts.

**5.1.2** When arriving to a court that is currently occupied please politely inform the occupants that you have the court reserved for the next reservation time.

**5.1.3** Occupants must promptly vacate the court at the time of the new court reservation when players are waiting.

5.2 Hours of Operation. The tennis courts are open from 8:00 a.m. to 10:00 p.m. daily. Court availability prior to 8:00 a.m. is at the sole discretion of the General Manager. Light switches can be found at the entrance of each court. Club Owner reserves the right to modify the hours during which the tennis courts are open and available.

##### 5.3 Reservations.

**5.3.1** Court reservation must be made in person at the tennis pro shop or by calling the tennis pro shop at 954-905-2133. The voicemail at the foregoing telephone number is the only voicemail that will take court reservations. Club Owner may establish one or more other methods for reserving tennis courts.

**5.3.2** Reservations of tennis courts for singles or doubles will be made for 1½ hours.

**5.3.3** Court reservations made by email or in any other manner not expressly permitted in Section 5.3.1 above will not be honored.

**5.3.4** Except with respect to any person holding an annual membership or preview membership, an Associate may reserve a court 7 days in advance.

**5.3.5** A person holding an annual membership or preview membership may reserve a court 5 days in advance.

**5.3.6** Prime time court reservations are 9:00-10:30 and 10:30-12:00. Club Owner reserves the right to modify such times that are considered prime time.

**5.3.7** Associates may book only 1 court during prime time.

**5.3.8** Associates must give the name of their single partner at the time of reserving the court for singles or Associate must give 3 of the 4 names when reserving a court for doubles.

**5.3.9** All guests must be registered at the time of the court registration and checked in at the tennis pro shop before play.

**5.3.10** Parkland Tennis Programming will have court priority.

#### 5.4 Cancellation Policy.

**5.4.1** Cancellation must be made in person at the tennis pro shop or by calling the tennis pro shop at 954-905-2133. This is the only voice mail that will take cancellations.

**5.4.2** Prompt cancellation of courts is required if Associates are unable to play.

**5.4.3** Failure to do so may result in cancellation of their reservation privileges.

**5.4.4** Associates are responsible for payment for lesson cancelled with less than 24 hours notice.

#### 5.5 Weather.

**5.5.1** It is Associate's responsibility to call the pro shop to find out about court availability.

**5.5.2** If courts are unplayable due to weather all court reservations are cancelled and Associates must call the pro shop to reschedule when conditions allow.

**5.5.3** Court reservations will not be carried over.

#### 5.6 Attire.

**5.6.1** Proper tennis attire and tennis shoes must be worn at all times.

**5.6.2** Tennis sneaker must be worn as soft tennis courts can easily be damaged by the hard sole/edge sneakers. Please be aware if your sneakers are leaving marks in the clay. Proper tennis sneakers will not tear up the courts.

**5.6.3** No jogging shoes, street clothes, bathing suits or flip flops are permitted.

5.7 Check in.

All Associates and their guests must check in at the tennis pro shop before using a court.

5.8 Guests.

**5.8.1** All guests must be registered when making a court reservation and checked in at the tennis pro shop before play.

**5.8.2** Registering and checking in guests is the responsibility of the Associate.

**5.8.3** Guest fees, as established by the Club from time to time in Club Owner's discretion, may be charged to an Associate's account or shall be paid for by credit card.

**5.8.4** Associates can have the same guest 12 times per year.

**5.8.5** Guest may be limited during prime time if demand dictates.

5.9 Other Restrictions.

**5.9.1** The courts may not be used as walkways or thoroughfares. Bicycles, carriages, skates, roller blades and other such extraneous items may not be brought onto the courts. Associates should never enter or exit courts through the service/maintenance gate.

**5.9.2** An Associate using a court is responsible for removing all trash and debris from the court prior to departure.

6. **CHILDREN'S ACTIVITY CENTER**

6.1 In General.

**6.1.1** The Children's Activity Center (the "Activity Center") hours of operation will be established by the Club in the Club Owner's discretion, shall be posted and are subject to change by the Club at any time in the Club Owner's discretion.

**6.1.2** The Activity Center will accept children between the ages of two (2) years and ten (10) years of age. All children entering the facility must be properly registered at all times. All children entering the facility must be properly toilet trained.

**6.1.3** All Associates and guests placing their children in the Activity Center **must be personally utilizing the Club's facilities.** The staff must be informed of the exact location of the approved adult at all times, and the approved adult shall provide at each check-in a mobile telephone number where such person can be reached. Due to specific state regulations regarding the welfare of children, adults may not return to their

residence or leave the property. Periodic checks on the availability of the adults may be conducted. In a situation where the staff is unable to reach the adult, the Club reserves the right to suspend facility privileges.

**6.1.4** Parents or guardians must provide all appropriate clothing and supplies for the child. Restrooms facilities are available in the Activity Center, but the staff does not change diapers or clothing. Parents or guardians of the child will be notified in all instances where changing of clothing is required or a child needs assistance when using the bathroom facilities. Wet clothing and swimwear are not permitted inside the building at any time. Please make sure that all personal belongings are clearly marked with the child's name, as the Club cannot be responsible for any item lost or stolen.

**6.1.5** Meals are not provided, are not to be brought into the Activity Center, and will not be served during the time the child is in the Activity Center. Snacks or drinks will not be provided for children. However, juices (in a non-spill cup or juice box) and small snacks are permitted to be brought into the Activity Center and distributed at the direction of the parents. Dry snacks such as pretzels, crackers, goldfish, bologna, turkey, chicken, cheese sandwiches are the only food items allowed. Cups without lids or open cups of ice are NOT permitted. THE FOLLOWING ARE NOT ALLOWED AT ANY TIME IN THE ACTIVITY CENTER: Peanut butter (or any product containing peanuts or peanut oil of any kind). This list is subject to updates and changes as necessary. Associates will be notified if a change occurs in food products that cannot be brought into the Activity Center.

**6.1.6** Associates and nannies are not permitted to stay with the child in the Activity Center or outside play area. However, they may wait outside and if they are needed, we will call or get them.

**6.2** Behavior. When behavioral or disciplinary problems occur, parents will be provided with a written description of the incident. For a second occurrence, a meeting will be called with the General Manager and the parents to discuss the problem. Parents or guardians will be notified immediately and asked to remove a child who is persistently crying or displaying inappropriate behavior. No act that presents a risk to another child or staff member will be tolerated at any time.

**6.3** Medical Information.

**6.3.1** The parent or approved adult must supply all information requested on the registration form prior to the adult's departure, including all phone numbers in the event of an emergency. Parent or approved adult will be notified immediately in a case of emergency.

**6.3.2** Children are not permitted in the Activity Center if they display any obvious signs of illness such as a runny nose, cough or fever. If a child is too ill to attend school, they should not attend the Activity Center. The staff is not permitted to administer any type of medication under any circumstances. This includes Children's Tylenol, cough medicine, cough drops, etc.

**6.3.3** The Club Owner shall not be held responsible for any illness or injury contracted while utilizing the Club facilities.

#### 6.4 Fees.

The fees and charges for services provided by the Activity Center shall be established by the Club Owner and may be modified from time to time in the Club Owner's discretion. The Club Owner may establish specific rules, procedures and fees relating to the use of the Activity Center by guests, which are subject to change from time to time in the discretion of the Club Owner.

6.5 Registration. In order to best serve all Associates, we ask that you telephone the Activity Center at 954-905-2119, prior to arrival to make reservations. We can accommodate walk-ins only when space is available. Keep in mind that although we may not appear to be full, there may be scheduled appointments that we are awaiting.

6.6 Reservations. Reservations may be made up to two (2) weeks in advance. The Activity Center is considered to be at capacity when ten (10) children are registered. If an Associate fails to cancel a scheduled appointment, there will be a per child fee (as established and modified by the Club Owner from time to time) applied to the Associate's account. Whenever possible, please make cancellations by 5:00 p.m. the prior evening.

6.7 Drop-off/Pick-up. Children must be picked up and signed out of the Activity Center by the adult or guardian who dropped the child off or by someone listed on the approved child pick-up list. The staff retains the right to verify all identification of adults picking up a child.

For the protection of your child and the Activity Center, use of the Activity Center must be continuous. Once a child is signed in for a specific period of time, they may not leave the Activity Center and return.

Our goal at the Activity Center is to provide a safe and fun experience for the children. This Activity Center, however, is provided as a service for our Associates and guests while they use the Club facilities. We appreciate your cooperation in adhering to the guidelines to ensure maximum enjoyment by as many Associates as possible.

If you have any questions or comments, please contact the Club/General Manager.

#### 7. CELL PHONES

Cellular phone use is prohibited in the Fitness Center. In all other areas of the Club's facilities, please have your phone set to vibrate at all times and take your call away from other Associates and guests.

#### 8. MEMBERSHIP ROSTER

8.1 Ownership of Membership Roster. The roster of Associates of the Club is the property of the Club Owner and may be furnished to Associates of the Club, in the sole discretion of the Club Owner, to facilitate "Associate to Associate" communication of a personal nature.

8.2 Use of Membership Roster. The roster of Associates of the Club shall not be used or given to anyone by an Associate for any reason whatsoever. Unauthorized release or use of the roster of Associates by an Associate is viewed as a very serious breach of Club policy. Violations will be reviewed by the Club Owner and may result in immediate suspension

of membership privileges or other sanctions, including termination of a non-Owner Associate's Club membership. Any use of the roster by an Associate of the Club for the purposes of solicitation of another Club Associate is strictly prohibited.

## 9. TRANSFER AND RESIGNATION

9.1 Transfers. Owners and other Associates may not sell, transfer or otherwise assign their membership at the Club, or any right, privilege or interest therein, directly or indirectly to any third party. Any attempt to sell, transfer or otherwise assign a membership, or any right, privilege or interest therein, either voluntarily, involuntarily or by operation of law, shall be null and void and be of no force and effect and shall not confer any membership rights or other privileges upon any such purchaser, transferee or assignee to use the Club Facilities.

9.2 Resignation. A non-Owner who acquires rights under the Club Plan as an Associate pursuant to Section 4.2 of the Club Plan may resign as an Associate in accordance with the terms of their respective Application and Membership Agreement pursuant to which such Associate acquired his or her rights and privileges as an Associate.

**THESE RULES AND REGULATIONS ARE SUBJECT TO CHANGE AT ANY TIME. THE PARKLAND GOLF & COUNTRY CLUB SPORTS CLUB IS A PRIVATELY OWNED FACILITY AND IS SUBJECT TO THE RULES AND REGULATIONS OF THE CLUB AS PROMULGATED BY THE CLUB OWNER. THESE RULES AND REGULATIONS ARE PROMULGATED BY CLUB OWNER PURSUANT TO SECTION 15 OF THE CLUB PLAN.**

**THESE RULES AND REGULATIONS MAY BE AMENDED FROM TIME TO TIME BY CLUB OWNER WITHOUT THE JOINER OR CONSENT OF ANY OTHER PERSON OR ENTITY. ALL CHANGES TO THESE RULES AND REGULATIONS SHALL BE POSTED IN A CONSPICUOUS PLACE WITHIN THE CLUB OR, IN CLUB OWNER'S SOLE DISCRETION, COMMUNICATED OTHERWISE TO THE ASSOCIATES OF THE CLUB. ALL RULES AND REGULATIONS PROMULGATED BY CLUB OWNER SHALL BECOME EFFECTIVE ON THE DATE DETERMINED BY THE CLUB OWNER.**