



CLUB PEMBROKE ISLES

RULES AND REGULATIONS

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PEMBROKE ISLES CLUB RULES AND REGULATIONS

The rights and obligations of each Member of Pembroke Isles Club (the "Club") are set forth in the Pembroke Isles Third Amended and Restated Club Covenants, as amended (the "Covenants"), and in these Rules and Regulations. All initially capitalized terms shall have the meanings set forth in the Covenants.

1. Membership.

1.1. Members. Every Owner (other than an Owner who has leased his or her Home to a Tenant) and Tenant is a Member of the Club. A person shall continue to be a Member until such Owner ceases to be an Owner, or ceases to be Tenant legally entitled to possession of a rental Home or individual residential apartment.

1.2. Tenants. If there is more than one Tenant of a Home, only one of the Tenants shall be considered a Member. A Tenant may not exercise his or her rights as a Member until such Tenant's lease of a Home has been submitted to Club Manager. An Owner who has leased his or her Home remains liable for Club Charges but will not have Membership rights to any time his or her Home is leased.

1.2.1. Application. Each Tenant must submit an application to Club Manager along with a copy of his or her lease and obtain a Membership Card before his or her Membership rights will be recognized. Each Tenant shall notify the Club of any changes in the terms of such lease.

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

1.2.3. Expiration of Lease. A Tenant's status as a Member will terminate upon the earlier of the expiration of the lease or termination of Tenant's rights of occupancy under such lease.

1.3. Corporate and Partnership Members. When an Owner or a Tenant is a corporation or partnership, the corporate or partnership Member must notify the Club Manager in writing of the persons who are directors or officers of the corporation or the partners of the partnership who are living in the Home. Only those directors, officers or partners living in the Home will be considered Members.

1.3.1. Application. Each officer, director, or partner must submit an application to Club Manager and obtain a Membership Card before his or her Membership rights will be recognized.

1.3.2. Administrative Charges. Club Manager may, from time to time, establish the amount to be charged for processing of the application of an officer, director, or partner to exercise his or her Membership rights.

1.4. Immediate Family Members. Immediate Family Members shall mean the spouse of the Member and all unmarried children living in the Home, twenty-two (22) years of age and younger of either the Member or the Member's spouse. If a Member is unmarried, the Member may designate one person who is living with such Member in the Home in addition to children of the Member as an adult Immediate Family Member. By way of example, if a Member is single and her twelve year old daughter and her mother live with such Member in her Home, the Member may designate her child and her mother as Immediate Family Members. If a Member is single and lives with his father and mother in a Home, the Member may designate his father as an Immediate Family Member, and his mother as a Supplemental Member (upon payment of all applicable fees). Notwithstanding the foregoing, no unmarried child or other person shall qualify as an Immediate Family Member unless such person is living with the Member within the Home. In no event shall the Member plus all Immediate Family Members exceed a number equal to two times the number of bedrooms in the Home. No person may claim the status of Immediate Family Member until such Member has designated such person in writing to Club Manager.

1.5. Supplemental Members. A Member may have persons other than Immediate Family Members living in his or her Home with such Member or have a child who is in college and does not live in the Home. These persons may become Supplemental Members. A Member may designate Supplemental Members by the payment of an annual fee to Club Owner. For example, the mother and father of a Member may be living in a Home with the Member, the Member's wife, and the Member's children. The Member's wife and children are Immediate Family Members. The mother and father can be designated Supplemental Members by the Member upon the payment of an annual Supplemental Membership fee for the mother and the father. Club Manager shall establish the annual fee for Supplemental Members from time to time. In order to purchase a Supplemental Membership, the Supplemental Member must first furnish proof of residency (or college attendance). Proof of residency may be established by a driver's license, car registration, bank statement showing the Home address, university identification card, or other evidence satisfactory to the Club Manager.

✓ 1.6. Guests. A person shall be deemed a Guest if he or she enters the Club Facilities at the invitation of a Member, Immediate Family Member or Supplemental Member. All Guests must sign in with the receptionist and sign a waiver form before using the Club Facilities. Only Guests holding a Nanny Pass or Special Guest Pass may access the Club Facilities without being accompanied by a Member, an Immediate Family Member, or a Supplemental Member. All other Guests must be accompanied by a Member when using the Club Facilities. GUEST PRIVILEGES MAY BE CHANGED AT ANY TIME BY THE CLUB MANAGER.

✓ 1.6.1. Nanny Pass. A Nanny or other person who is responsible for the children of a Member or his or her spouse while they are within the Club Facilities is deemed to be a Guest. A Member must obtain a Nanny Pass for 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 Manager shall set the cost of such a Nanny Pass. The Nanny Pass is non-transferable.

1.6.2. Pool Guest Passes. Each Member may have up to four (4) Pool Guests per day at no additional charge. Pool Guest Passes for over four (4) persons in a single day may be purchased from the Club Manager. Pool Guest Passes are for access to the Pools only and **do not** give Guests access to the Fitness Center.

✓ 1.6.3. Full Guest Passes. Full Guest Passes give your Guest access to the Fitness Center, the Pools, and the rest of the Club Facilities. Each Member's household is given twelve (12) complimentary Full Guest Passes per year (the number of passes issued shall be prorated based on when Membership commences). Additional Full Guest Passes can be purchased from the Club Manager.

1.6.4. Special Guest Passes. If a person is residing in a Member's Home for two (2) months or less, such person may obtain a Special Guest Pass. Club Manager will establish the qualification requirements and fee for such Special Guest Pass from time to time.

1.7. Membership Cards. A Membership Card shall be issued to each Member, each Supplemental Member, and each Immediate Family Member who is fourteen (14) years or older (provided that a Consent, Waiver, Release and Indemnification form must be signed by the parent or legal guardian of each minor Immediate Family Member). Immediate Family Members younger than fourteen (14) must be accompanied by an adult Member, Supplemental Member, or Immediate Family Member with a Membership Card, or a Nanny with a Nanny Guest Pass in order to gain access to the Clubhouse or the other Club Facilities unless the minor is attending a Club sponsored minor's event. Children under the age of fourteen (14) shall not be permitted in the Fitness Center under any circumstances. A minor fourteen (14) years or older will be permitted to use the Fitness Center provided his or her parent or legal guardian signs a Consent, Waiver, Release and Indemnification form.

1.7.1. Requirement to Present Card. Membership Cards and Guest Passes must be presented when signing in 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.

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 Club Manager. If an unauthorized person uses the Membership Card, the 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, a Member should inquire about supplemental Rules and Regulations. For example, Club Manager may promulgate supplemental or additional rules respecting the Pools and the Fitness Center from time to time.

2.2. The Clubhouse. The Clubhouse shall be open on the days and during the hours established by Club Owner.

2.3. Tennis Courts. Proper attire and shoes with no black soles must be worn. Members and Guests must sign in with the Clubhouse receptionist. Tennis play should be limited to one (1) hour for singles and one and one-half (1 1/2) hours for doubles when others are waiting.

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

2.5. Alcoholic Beverages. No Member may enter or leave the Club Facilities with any alcoholic beverage, unless such beverages are served at a party with signed a License Agreement, which includes guard.

2.6. Smoking. Smoking, including cigar and pipe smoking, is not permitted within any of the Club Facilities, other than the Pools and Pool areas.

2.7. Attire. Shirts and shoes must be worn at all times when on the Club Facilities, except in the Pools and adjacent patio areas. No black or hard-soled shoes are allowed on the aerobic floor, basketball court, or tennis courts.

2.8. Beaches. No swimming is permitted.

2.9. Fishing Pier. Use of the Fishing Pier is restricted to fishing only. No jumping, diving or swimming is permitted off the Fishing Pier.

2.10. Minors. Minors under fourteen (14) years of age are permitted to use the Club Facilities only if accompanied or supervised by an adult Member, Immediate Family Member, or Supplemental Member holding a Membership Card or a Nanny holding a Nanny Pass; provided, however, minors under fourteen (14) years of age shall not be permitted in the Fitness Center under any circumstances. Minors fourteen (14) years of age or older may use the Pools without adult supervision only if the Club Manager has received a Consent, Waiver, Release and Indemnification for such minor's use of the Pools executed by the minor's parent. Minors age fourteen (14) or older, may only use the Fitness Center without an adult Member's supervision if the Club Manager has received a Consent, Waiver, Release and Indemnification Agreement for such minor's use of the Fitness Center executed by such minor's parent. These Consent, Waiver, Release and Indemnification Agreement forms may be obtained from the Club Manager during regular business hours.

2.11. Hours of Operation. The Club Manager shall set the scheduled hours of operation for the Club Facilities. The current hours of operation are:

Fitness Center	Monday through Thursday:	6:30 a.m. - 9:00 p.m.
	Friday:	6:30 a.m. - 7:30 p.m.
	Saturday and Sunday:	9:00 a.m. - 7:00 p.m.

Pools	Monday through Friday:	Sunrise to Sunset
	Saturday and Sunday	8:00 a.m. - Sunset

Hours are subject to change.

3. General Rules.

3.1. Advertisements and Pamphlets. Commercial advertisements, private announcements, pamphlets, and solicitations shall not be posted or circulated in the Club without the prior written approval of Club Manager.

3.2. Bikes and Skates. Skates, in-line skates, skateboards, and bikes may be used on paved driveways and sidewalks for only access to the Club Facilities. None of the foregoing may be used in the Clubhouse or in areas adjacent to the Pools. Bikes left on the Club Facilities are stored at your own risk. Bikes are not allowed in front of Clubhouse.

3.3. Club Employees. Members and their Guests may not abuse any of the employees of the Club, verbally or otherwise. All service employees are under the supervision of Club Manager and no Member, Immediate Family Member, Supplemental Member or Guest shall reprimand or discipline any employee or send any employee outside of the Club for any reason.

3.4. Pets. No pets are permitted in the Pool or Pool area or any portion of the Club, including the tennis courts, basketball courts, Tot Lot, beaches, fields and pavilions, etc.

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

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

4. Responsibility for Personal Property and Persons. Each Member assumes sole responsibility for the health, safety and welfare of such Member, his or her Immediate Family Members, Supplemental 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 his or her car in the Parking Areas; equipment, jewelry or other possessions stored in the Fitness Center lockers, on bicycles, or within cars; and wallets, books and clothing left in the Pool areas.

4.2. Activities. Any Member, Immediate Family Member, Supplemental 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 Member 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 any Member, Immediate Family Member, Supplemental Member or Guest. Each Member, Immediate Family Member, and Supplemental Member of a household shall be jointly and severally liable to Club Owner in connection with the foregoing.

✓ 4.3. Property Belonging to the Club. 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.

4.4. Indemnification of Club Owner. In addition, each Member, Immediate Family Member, Supplemental Member and Guest agrees to indemnify and hold harmless Club Owner and Club Manager, their officers, partners, agents, employees, affiliates, directors and attorneys (collectively, "Indemnified Parties") against all actions, injury, claims, loss, liability, damages, costs and expenses of any kind or nature whatsoever ("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 Member's Membership, including, without limitation, use of the Club Facilities by Members, Immediate Family Members, Supplemental Members and their Guests, or the interpretation of the Club Covenants and/or these Rules and Regulations and/or from any act or omission of the Club or of any of the Indemnified Parties.

4.5. Attorneys' Fees. Should any Member, Immediate Family Member, Supplemental Member, or Guest bring suit against Club Owner or Club Manager or any of the Indemnified Parties for any claim or matter and fail to obtain judgment therein against such Indemnified Parties, the Member, Immediate Family Member, Supplemental Member and Guest shall be liable, jointly and severally, to such parties for all Losses, costs and expenses incurred by the Indemnified Parties in the defense of such suit, including attorney's fees, paraprofessional fees, and court costs and expenses at trial and upon appeal.

5. Obligation to Pay Club Charges. Each Owner of any Home located within Pembroke Isles shall pay for Membership monthly Club Charges in advance to Club Owner for each Home owned by such Owner as provided in the Covenants.

5.1. Grace Period and Late Fee. A monthly payment of Club Charges shall be deemed past due if received after the 15th of the month. A late fee of a maximum of \$25.00 per month shall be payable for each past due monthly payment in order to cover the administrative costs of the Club in processing such late payment.

5.2. Bills and Coupon Books. From time to time Club Manager, or an agent of Club Manager, will send Members bills or coupon books with instructions for payment of Club Charges.

5.3. Suspension. Notwithstanding any suspension of Membership, an Owner shall remain liable for Club Charges.

6. Committees. Club Manager may establish committees from time to time respecting the Club.

✓ 7. Violation of Club Rules.

✓ 7.1. Basis For Suspension. Membership Rights of a Member, Immediate Family Member, or Supplemental Member (and the benefits for their Guests) may be suspended by Club Manager if, in the sole judgment of Club Manager:

7.1.1. an Owner or a Tenant submits false information on the Application for Membership;

✓ 7.1.2. the Member, Immediate Family Member, or Supplemental Member violates one or more of these Rules and Regulations;

✓ 7.1.3. a Guest or other person for whom a Member is responsible violates one or more of these Rules and Regulations;

7.1.4. an Owner fails to pay Club Charges in a proper and timely manner; or

7.1.5. a Member, Immediate Family Member, Supplemental 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, whether belonging to a third party or to Club Owner.

✓ 7.2. Types of Suspension. Club Manager may restrict or suspend, for cause or causes described in the preceding section, privileges of any Member, Immediate Family Member, and/or

Supplemental Member (and their Guests) to use any or all of the Club Facilities. By way of example, and not as a limitation, Club Manager may suspend the Membership of a Tenant if such Tenant's Owner fails to pay Club Charges due in connection with a leased Home. 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 Immediate Family Member, or Club Manager may prohibit a Member and his Immediate Family Members from using the Pools or Fitness Center Facilities. No Member whose Membership privileges have been fully or partially suspended shall on account to any such restriction or suspension be entitled to any refund of Club Charges or any other fees. During the restriction or suspension, Club Charges shall continue to accrue and be payable each month. Under no circumstance will a Member be reinstated until all Club Charges and other amounts due to the Club are paid in full.

8. Pools.

8.1. Presentation of Membership Cards. Everyone must register and present Membership Cards and Guest Passes to Clubhouse attendants prior to entering the Pools and the adjacent patio areas. Members shall keep Membership cards with them and present the Membership Card to any staff member upon request.

8.2. Types of Pools.

8.2.1. Adult Pool. The pool with the island in it is available for Adults only (18 years of age and older).

8.2.2. Lap Pool. The Lap Pool is primarily for exercise classes and individuals desiring to swim laps. However, when exercise classes are not in process or individuals are not swimming laps, the Lap Pool is available for Members and their Guests.

8.2.3. Family Pool. Adult Members, Supplemental Members and Immediate Family Members or an adult Nanny must supervise minors at all times in the Family Pool.

8.3. 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 Member is personally liable for any injury to his or her Immediate Family Members, Supplemental Members and Guests using the Pools.

8.4. Equipment and Towels.

8.4.1. Towels. You are required to bring your own towels.

8.4.2. Equipment and Furniture. All equipment used for water classes is the property of the Club and should be returned to the Club. Chaise lounges are available for Members' 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 Member.

8.4.3. Floats. The use of inflatable floats is prohibited. By way of example, inner tubes, air mattresses, inflatable rafts and other flotation devices are not permitted. Minors who are unable to swim may use water wings with an adult's supervision. "Noodles" may be used as well as flotation devices to assist non-swimming minors under adult supervision.

8.5. Hours of Use. Swimming is permitted only during published open hours of the Pools, which are subject to change. The Pools are officially closed when a "Closed" sign is posted.

8.6. Whirlpool/Spa. Use of the Whirlpool/Spa is at your own risk. Pregnant women and others with medical conditions should check with their doctors before using the Whirlpool/Spa. All persons should take appropriate precautions when using the Whirlpool/Spa and should not use the Whirlpool/Spa for more than ten (10) minutes at a time. Minors under fourteen (14) years of age are not permitted to use the Whirlpool/Spa.

8.7. Minors.

8.7.1. Diapers. Minors who are not toilet trained must wear swimming attire designed to prevent pool contamination. Diapers are not permitted in the Pools.

8.7.2. Adult Supervision. Any non-swimming minors must be accompanied in the Pools by an adult that can swim. Minors under the age of six (6) must be accompanied in the Pools by an adult who is in the Pool at the same time. Minors from six (6) to fourteen (14) years of age are permitted to use the Pools only if accompanied and supervised by an adult and are not permitted under any circumstances in the Whirlpool/Spa. Minors under the age of fourteen (14) are not permitted in the locker room without a parent. Minors fourteen (14) years of age and older may use the Pools without parental supervision only if there is on file in the Club Manager's office a Consent, Waiver, Release and Indemnification Agreement for Minor's Use of Pools executed by the minor's parent or legal guardian.

8.7.3. Other Restrictions. Minors under the age of six (6) are not allowed in the deep area of the Pools.

8.8. Showers. Showers are required prior to entering the Pools to remove all suntan oils and lotions.

8.9. Aqua Classes. From time to time, 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.

8.10. Restrictions. Glass objects and sharp objects are not permitted in the Pool area. Food or beverages may be brought into the Pool areas, however, such food or beverages must be removed or disposed of after use. Running, ball playing and noisy or hazardous activity will not be permitted in the Pool areas. Pushing, dunking, and dangerous games are not permitted. Snorkeling equipment, other than a mask, and diving equipment such as scuba tanks are not to be used in the Pools except as part of an organized course of instruction. No diving is permitted in any of the Pools. No climbing is permitted on any structure, including the island in the Adult Pool. The throwing of frisbees, wet clothes, or any other object is not permitted at any time within the Pools or Pool areas. Alcoholic beverages are **not** permitted in any Pool or Pool area at any time.

8.11. Attire. All swimmers must wear swimming attire. Tongas, cut-offs and shorts are not considered appropriate swimwear. Long hair should be tied up or placed in a bathing cap.

8.12. Radios and Compact Disk Players. Radios, compact disk players and tape players may only be used with earphones.

8.13. Trash. All persons using the Pool areas are urged to cooperate in keeping the areas clean by properly disposing of towels, cans, cigarettes, and all other trash.

9. Fitness Center.

9.1. Hours of Operation. The hours of operation of the Fitness Center will be established from time to time by Club Manager.

9.2. Membership Cards. Membership Cards must be presented before any person will be given access to the Fitness Center.

9.3. Equipment and Towels. When others are waiting to use equipment, use of cardio equipment is limited to thirty (30) minutes per person. Do not drop or bang weights. Use of all

9.4. Food and Beverages. Food and beverages may not be brought into the Fitness Center except for water in sports bottles.

9.5. Attire. Proper attire is required. Black soled shoes are not allowed in the aerobics room.

9.6. Minors. Minors under fourteen (14) years of age are not permitted in the Fitness Center under any circumstances. Minors fourteen (14) years of age or older may use the Fitness Center with adult supervision. Minors fourteen (14) years of age or older may not use the Fitness Center without supervision unless there is on file with the Club Manager a Consent, Waiver, Release and Indemnification Agreement for minor's use of Fitness Center executed by such minor's parent or legal guardian.

9.7. Personal Trainers. You may not bring your personal trainers or fitness instructors into the Fitness Center as a Guest or otherwise. You may not train another person in the Fitness Center. Personal trainers are available through the Club upon prior reservation and at charges to be set by the Club Manager.

9.8. Cancellation Policy. You must cancel appointments for special services 12 hours prior to the scheduled appointment or the responsible Member will be charged the full amount of the service. If you have prepaid for the services, and you properly cancel, you may reschedule within the same month at no additional charge.

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

10. Authority to Promulgate and Amended Rules. THESE RULES AND REGULATIONS ARE SUBJECT TO CHANGE AT ANY TIME. THE CLUB IS A PRIVATELY OWNED FACILITY AND IS SUBJECT TO THE RULES AND REGULATIONS OF THE CLUB OWNER AS PROMULGATED BY THE CLUB MANAGER. These Rules and Regulations are promulgated by Club Owner pursuant to Section 14 of the Club Covenants. These Rules and Regulations may be amended from time to time By Club Owner without the joinder or consent of any other person or entity. All changes to these Rules and Regulations shall be posted in a conspicuous place within the Club or, in Club Owner's sole discretion, communicated otherwise to the Members of the Club. All Rules and Regulations promulgated by Club Owner shall become effective on the date determined by Club Owner.