

**SOUTH-DADE VENTURE COMMUNITY DEVELOPMENT
DISTRICT**

**WATERSTONE BAY CLUBHOUSE
RULES AND REGULATIONS**

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SOUTH DADE VENTURE COMMUNITY DEVELOPMENT DISTRICT

WATERSTONE BAY CLUBHOUSE RULES AND REGULATIONS

The rights and obligations of each user of the Waterstone Bay Clubhouse facilities (the “**Club**”) are set forth in these Rules and Regulations.

1. **Membership.**

1.1 **Members.** Every Owner (other than an Owner who has leased his or her residential unit to Lessee), Lessee, and other person paying and qualifying as a Home Member, Home Plus Member, Resident Member, or Annual Member, as defined below, shall be a Member; provided, however, for the purposes of Membership, there shall be only one Owner and Lessee designated per residential unit. A person shall continue to be a Member until he or she ceases to be an Owner, ceases to be a Lessee legally entitled to possession of a rental unit, or ceases to be a paid Member. Once an Owner leases a residential unit, only the Lessee shall be entitled to exercise the privileges of a Member with respect to such residential unit, unless Owner otherwise notifies the Club Manager in writing that Lessee does not have privileges of a

Member. Owner and Lessee shall be jointly and severally liable for all Club fees and charges. For purposes of these Rules, Owner shall mean any person legally owning a residential unit within the District.

1.2 Lessees. If there is more than one (1) Lessee of a residential unit, only one (1) of the persons occupying the unit of an Owner shall be considered and designated as a Member; however all persons named as parties to the lease agreement shall be afforded the benefits of a Member provided all other requirements of these Rules have been satisfied. A Lessee may not exercise his or her rights as a Member until such Lessee's lease of a unit has been submitted to Club Manager and any applicable fees have been paid. An Owner who has leased his or her unit remains liable for Club Assessments but will not have membership rights at any time his or her unit is leased, unless Owner has notified Club Manager pursuant to section 1.1. A Lessee, for purposes of these Rules and Regulations, shall be a person or persons who have obtained the prior approval of the particular homeowners and/or property owners association (Homeowner Approval Acknowledgment Form) to lease a unit within the boundaries of the District pursuant to the rules, regulations, or covenants of said Association.

1.2.1 Application. Each Lessee must submit an application to Club Manager along with a copy of his or her lease of a unit from an Owner, and Lease Certificate of Approval (Homeowner Approval Acknowledgment Form) from the particular homeowners or property owners association and obtains a membership card ("**Membership Card**") before his or her membership rights will be recognized. Each Lessee and Owner shall notify the Club of any changes in the terms of such lease.

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

1.2.3 Expiration of Lease. A Lessee's status as a Resident Member, as defined below, will terminate upon the earlier of the expiration of the lease or termination of Lessee's rights of occupancy under such lease of an Owner's unit or upon written notification by Owner to District that such privileges are no longer conferred upon Lessee pursuant to Owner's lease with Lessee. It shall be the Owner's obligation to notify Club Manager in writing of the expiration or termination of a Lease.

1.3 Membership Types. Memberships are divided into three categories:

(a) Type A Home Membership, which includes up to two (2) confirmed resident owners per unit. Membership does not expire; however, evidence of new ownership automatically cancels membership of the Home Member. Home Members shall be verified by deed or county records, whichever is most current, and must own a residential unit within the Waterstone II phase of the development and be subject to non-ad valorem special assessments that fund the operation and maintenance of the Club Facilities. A subcategory of Home Membership is the Home Plus Membership, which includes up to four (4) confirmed residents or immediate family members of a unit, all over the age of sixteen (16) years old, and as designated by the Home Member. Home Members may designate up to four (4) persons

under sixteen (16) years of age who reside in the unit with the Home Member; however, such persons must be accompanied at all times by a Member when utilizing Club Facilities.

(b) Type B Resident Membership is subdivided into two subcategories: (i) Waterstone II Resident Membership and (ii) Waterstone I Resident Membership. A Waterstone II Resident Member is limited to those Lessees of residential unit within the Waterstone II phase of the community approved pursuant to this section and Section 1.2 of these Rules and meeting all other requirements of these Rules and where the subject leased unit is subject to the levy of non-ad valorem special assessments funding the operation and maintenance of the Waterstone Bay Club Facilities. A Waterstone I Resident Membership is available to those residents of the Waterstone I phase of the community (unit not subject to levy of non-ad valorem special assessments for operation and maintenance of Club Facilities) who pay the applicable Resident Membership Fee and who otherwise satisfy the requirements of these Rules. A Resident Membership includes up to six (6) confirmed persons residing within the residential unit in the District and who are sixteen (16) years old or older, provided the occupation of the residential unit has been approved by the respective homeowners or property owners association and that a notarized Homeowner Approval Acknowledgment Form is on file with the District. Resident Memberships shall expire and must be renewed at the end of each annual rental agreement for leased properties and on an annual basis for resident-owned properties. Resident Members may designate up to four (4) persons per unit who are under sixteen (16) years of age and who reside in the unit with the Resident Member; however, such persons must be accompanied at all times by a Member when utilizing Club Facilities. Guest Points, as defined below, must be utilized for any additional persons.

(c) Type C Annual Membership, which includes one (1) adult person that does not reside within the District and is not an authorized Resident Member (as defined in (b) above). Type C Annual Memberships shall run from the date of acceptance of an application for membership by Club Manager until the end of the Club fiscal year, September 30. Annual Membership renewals shall run from the beginning of the renewal Club fiscal year, October 1, to September 30 of the succeeding year. Non-residents are eligible to become Annual Members upon payment of the required Club Fees. Guest Points, as defined below, must be utilized for any additional persons.

1.4 Corporate and Partnership Members. When a Member, other than an Annual Member, is a corporation, partnership or other legal entity ("Entity"), the Entity must notify the Club Manager in writing of the persons to be designated to exercise the rights of the Entity with respect to the membership ("Designees"). Only two (2) of those persons will be considered Members under the applicable membership type. For Annual Members that are corporations or partnerships, each Designee must pay the applicable Annual Member fee.

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

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

1.5 Guests. A person shall be deemed a guest (“**Guest**”) if he or she enters the Club Facilities at the invitation of any Home Member, Resident Member, or the District. Membership cards grant access to the Club Facilities, with the exception of the Exercise Room, to the Member and up to five (5) guests per unit. No Member shall allow a non-member to utilize a Member’s membership card.

1.6 Membership Cards. A membership card shall be issued to each Home Member, Home Plus Member, Resident Member, and Annual Member who is sixteen (16) years of age or older. Persons under the age of sixteen (16) years old may not hold a membership card and may not authorize Guests. Membership cards shall be considered the property of the District.

1.6.1 Requirement to Present Card. Membership cards must be presented when requested by the Club Manager or Club staff for use of the Club Facilities.

1.6.2 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 and whose picture is on the Card.

1.6.3 Lost Cards. You must immediately notify the Club in writing of a lost or stolen membership card. If an unauthorized person uses the Membership Card, the Member or Annual Member shall be liable for any loss, damage, or expense resulting from such unauthorized use. An additional application and activation fee shall be applied to accounts requiring a replacement membership card.

1.7 Offender/Predator Check. Any individual applying for or included as part of the application for membership, regardless of the membership type, shall be subject to a sexual offender/predator check to be performed by Club staff. Sexual offenders or sexual predators, as those terms are defined by Florida law, may be denied membership rights or their membership rights may be limited or suspended indefinitely as determined by Club staff.

2. **The Club Facilities.**

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

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

2.3 Special Functions and Parties. Certain Club Facilities may be used for private functions, subject to availability, only with the **prior** consent of Club Manager, upon

execution of a license or rental agreement and upon payment of all applicable fees, deposits and costs therefore. 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, and for any false alarm or alarm costs arising out of or in any way connected to the party or event, as imposed by the City of Homestead, Miami-Dade County, or the District's alarm monitoring provider. In addition to the requirements set forth in this section, upon proof of required event insurance in the form of a certificate of insurance naming the District (South Dade Venture Community Development District) as an additional insured, alcoholic beverages may be permitted for special private functions and parties held in the Event Room at the Club. Additional event liability insurance coverage in the amount of Five Hundred Thousand Dollars (\$500,000) will be required for any events that are approved to serve alcoholic beverages. Club Manager and District Manager reserve the right to require that off-duty police or security be present for events where deemed necessary. The sponsor of the private event shall be responsible to insure that alcoholic beverages are distributed, poured, and consumed in accordance with applicable state and local laws. No alcoholic beverages distributed or served at the event shall be permitted outside of the Event Room at any time. The event, function or party shall remain contained in the Event Room and shall not extend into the pool area or other areas of the Club. Should the sponsor fail to keep the event contained in the Event Room, the Club Manager or his designee may require everyone to leave the Club and all fees and charges paid shall be forfeited.

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

2.5 Smoking. Smoking, including cigar and pipe smoking and the use of smokeless tobacco, is not permitted anywhere within the Clubhouse or in any portion of the pool or playground areas. Smoking is only permitted outside at the front entrance of the Clubhouse on the paved areas, provided that ashtrays or other proper means of disposing of cigarette and cigar butts are available.

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

2.7 Minors. Minors sixteen (16) years and older are permitted to use the Club Facilities (other than the fitness center) without adult supervision. Minors under sixteen (16) years of age are not permitted to use the pool facilities without adult supervision as provided in these Rules. Parents are responsible for the actions and safety of such minors and any damages to the pools caused by such minors. Notwithstanding the foregoing, if minors use the Club Facilities without the proper execution of a consent form or without adult supervision, District shall not be liable for the actions of such minors.

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

such hours as necessary from time to time. No person shall be permitted to use the Club Facilities other than during such hours of operation.

3. **General Rules.**

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

3.2 **Bikes and Skates.** Skates, in-line skates, skateboards, and bikes may be used on paved driveways and sidewalks only for access to the entrances to the Club Facilities. None of the foregoing may be used in or within the Club Facilities at any time. All bikes must be stored in bike storage areas. Bike racks must be used if provided by District. Notwithstanding the foregoing, bikes left within the Club Facilities, bike storage areas and/or bike racks (if provided) are stored at such person's own risk.

3.3 **Club Employees.** Persons using the Club Facilities may not abuse any of the employees of the Club, verbally or otherwise. All service employees are under the supervision of Club Manager, and no person, other than Club Manager or District Manager, shall reprimand or discipline any employee or send any employee outside of the Club for any reason. Club Manager or District Manager may suspend Members for abusive behavior towards Club or District employees.

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

3.5 **Parking Areas.** Self parking is permitted in parking areas adjacent to the Clubhouse and identified for parking. "**No Parking**" signs must be observed. Overnight parking in the Parking Areas is prohibited. Overnight Parking is defined as the parking of a vehicle or trailer in the Parking Areas at anytime between the hours of 1:00 AM and 5:00 AM. Any vehicles parked in violation of this section are subject to being towed without warning. An overflow parking plan shall be adhered to when implemented and necessary and a parking attendant may be required for events, all as determined by and at the discretion of Club Manager or District Manager, and at no additional cost to the District.

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

4.1 **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 or at the Club assumes all risk of loss with respect to his or her car; equipment, jewelry or other possessions stored in lockers (if lockers are provided by District), or bicycles, or within cars; and wallets, books, bags and clothing left in the pool areas.

4.2 Activities. Any person who, in any manner, makes use of, or accepts the use of, any apparatus, appliance, facility, privilege or service whatsoever owned, leased or operated by the Club, or who engages in any contest, game, function, exercise, competition or other activity operated, organized, arranged or sponsored by the Club, either on or off the Club Property, shall do so at their own risk. Every person shall be liable for any property damage and/or personal injury at the Club, or at any activity or function operated, organized, arranged or sponsored by the Club, caused by such person. All Members, Annual Members, Immediate Family Members and Supplemental Members shall be jointly and severally liable to District 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 located or from the Club Facilities.

4.4 Indemnification of District and Club Manager. In addition, each Member, Annual Member, Immediate Family Member, Supplemental Member, Guest and all other persons using the Club Facilities, by entering onto the Club Facilities, agrees to indemnify and hold harmless District and Club Manager, and their respective officers, partners, agents, employees, affiliates, directors and attorneys (collectively, “**Indemnified Parties**”), against any and 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 person’s use of the Club Facilities, or the interpretation of the Club Plan and/or these Rules and Regulations (and any supplemental 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 person bring suit against District or Club Manager or any of the Indemnified Parties for any claim or matter and fail to obtain judgment therein against such Indemnified Parties, said person 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 incurred at (or prior to) trial and upon appeal.

5. **Obligation to Pay Club Assessments and Dues.** Each Annual Member shall pay Annual Club Fees in advance to District. Each other person, including but not limited to Home Members and Resident Members shall pay Club Fees in accordance with collection and enforcement procedures as established from time to time by the District. A late fee of a maximum of \$25.00 per month shall be payable for each past due payment in order to cover the administrative costs of the Club in processing late payment for fees or any. Notwithstanding any suspension of Membership, a Member shall remain liable for Club Dues and shall not be entitled to any reimbursement. A Member’s use of the Club Facilities shall be suspended in the event Club Fees are not paid when due and shall remain suspended until such time as the fees are paid in full. An Annual Member’s use of the Club Facilities shall be suspended in the event Club Fees are not paid when due and shall remain suspended until such time as the Club Fees are paid in full.

6. **Violation of Club Rules.**

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

6.1.1 a person submits false information on the Application for Membership or other form or application of the District; or

6.1.2 the person violates one or more of these Rules and Regulations or the Amended and Restated Rules of Procedure and Operations of the District; or

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

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

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

6.2 **Types of Suspension.** Club Manager or District Manager may restrict or suspend, for cause or causes described in the preceding section, privileges of any person to use any or all of the Club Facilities, for such period of time as reasonably determined by Club Manager or District Manager, as the case may be, but for periods no longer than one (1) year per violation. In addition, Club Manager or District Manager may suspend some membership rights while allowing a Member to continue to exercise other membership rights. For example, Club Manager or District Manager may suspend the rights of a particular Member (and/or Immediate Family Member), or Club Manager or District Manager may prohibit a Member (and/or Immediate Family Member) from using the pools or other Club Facilities. Any suspension shall be in writing and sent by the Club Manager or District Manager to the suspended person(s) at the address on file with the Club. No person whose Membership privileges have been fully or partially suspended shall on account of any such restriction or suspension be entitled to any refund of Club Assessments, Club Dues, Club Fees, District assessments, or any other fees and charges. During the restriction or suspension, Club Assessments, Club Dues, Club Fees, and District assessments shall continue to accrue and be payable for each billing period or budget year, as the case may be. Under no circumstance will a person be reinstated until all amounts due to the Club, including but not limited to any amounts arising out of or in any way connected to damage caused to the Club by said person, his or her family member(s) or guests, are paid in full.

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

7. Pools.

7.1 Presentation of Membership Cards. Everyone must register and present membership cards to Club attendants prior to entering the pools and the adjacent patio areas. Club Facilities users shall keep membership cards with them and present the membership card to any staff member upon request. There shall be **NO EXCEPTIONS** to this rule.

7.2 Risk of Use. Use of the pools is at the swimmer's or user's own risk. Without limiting any other provision of these Rules and Regulations, each person and each Member is personally liable for any injury to his or her family members and Guests using the pools.

7.3 Equipment and Towels.

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

7.3.2 Equipment and Furniture. All equipment used for water classes (if provided) is the property of the Club and should be returned to the Club. 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 or paid for by the responsible user.

7.4 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; however, the absence of a posted "Closed" sign does not authorize use of the pools after hours.

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

7.6 Aqua Classes. From time to time, classes (including, without limitation, so called "**Aqua Classes**") may be offered by the Club or upon payment of a fee for participation.

When participating in scheduled classes, please check in on time, follow the directions of the instructor, and stay for the entire class.

7.7 Swimming Instructors. Persons may not bring an independent swimming instructor into the pools as a Guest or otherwise. However, nothing herein shall prohibit the District from approving or providing public swimming instruction through an independent swimming instructor.

7.8 Restrictions.

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

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

7.8.3 Running, ball playing, and noisy or hazardous activity will not be permitted in the pool areas. With the exception of dive sticks or dive rings designed for pool use, the throwing of any object is not permitted at any time within the pools or pool areas. The use of such dive sticks or dive rings shall not be permitted during times when there are more than fifty (50) people in the pool area. Pushing, dunking, and dangerous games are not permitted.

7.8.4 Only floats or rafts smaller than eighteen (18) square feet, snorkels, dive masks, dive sticks, flotation devices, and toys (collectively, "Pool Toys") designed for use in swimming areas may be utilized in District pools. The use of such Pool Toys may be suspended at the club manager's discretion (1) when there are more than fifty (50) persons in the pool area, (2) during weekends and holidays, or (3) during other heavy use of the pools and pool areas. Where the use of Pool Toys is suspended, the Club Manager will post a sign at the club entrance informing members and the public of the restriction. The use of masks, goggles, or certified personal flotation devices (PFDs) is not prohibited. Radio-controlled watercraft or other similar devices are not permitted in the Pools at anytime. Diving equipment such as scuba tanks, are not to be used in the pools except as part of an organized course of instruction permitted by the club manager.

7.8.5 No diving is permitted in any of the pools.

7.9 Attire. All swimmers must wear appropriate swimming attire. Thongs, cut-offs, shorts, and attire in which an individual's underwear can be seen are not considered appropriate swimwear. Long hair should be tied up or placed in a bathing cap. Children under

three (3) years of age, and those individuals who are not reliably toilet trained, must wear rubber-lined swim diapers, as well as a swimsuit over the swim diaper, to reduce the health risks associated with human waste in the pools and adjacent patio areas.

7.10 Radios and Compact Disk Players. Radios, compact disk players, MP3 players, and tape players may only be used with earphones.

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

7.12 Alcoholic Beverages at Pool. The possession or consumption of alcoholic beverages of any kind are **not** permitted in, on or at any pool, pool deck, or pool area at any time. The only area within the Club where alcoholic beverages may be possessed or consumed is within the confines of the Event Room and in conjunction with an event, party, or function authorized and approved pursuant to Section 2.3 of these Club Rules.

7.13 Smoking at Pool. Smoking, including cigar and pipe smoking and the use of smokeless tobacco, is not permitted in, on, or at any pool, pool deck, or pool area at any time. Section 2.5 of these Rules define the permitted smoking areas at the Club.

8. **Exercise Room.**

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

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

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

8.4 Attire. Proper and appropriate attire is required.

8.5 Minors. Persons under eighteen (18) years of age are not permitted in the Exercise Room under any circumstances, except that persons sixteen (16) years of age or older are permitted in the Exercise Room when accompanied by an adult twenty-five (25) years of age or older.

9. **Authority to Promulgate and Amend Rules.** THESE RULES AND REGULATIONS ARE SUBJECT TO CHANGE AT ANY TIME. ALL USERS OF THE CLUB FACILITIES ARE SUBJECT TO THE RULES AND REGULATIONS OF THE CLUB AS PROMULGATED BY THE DISTRICT. These Rules and Regulations may be amended from time to time by District without the joinder or consent of any other person or entity. All changes

to these Rules and Regulations shall be available for public access at the Club Facilities. All Rules and Regulations, and amendments thereto, promulgated by District shall become effective on the date determined by District.

10. **Application of Rules and Regulations.** All of these Rules and Regulations shall apply to all persons on or about the Club Property even if not specifically stated in portions hereof. The Club Manager, in its reasonable discretion, shall be permitted, but not required, to grant relief to one or more persons from specific Rules and Regulations upon a written request and a showing of good cause that shall be determined in the sole discretion of the Club Manager.

11. **Club Dues, Fees, and Charges.** The Club dues, fees, and charges, including but not limited to fees for annual members, supplemental members, caregivers and personal trainers, guests, card replacement, rentals and deposits shall be established by Resolution of the District Board of Supervisors in accordance with Section 190.035, Florida Statutes. Nothing herein shall prohibit the District Manager from establishing policies or rates with respect to the deposits for reserving the Event Room, provided such policies do not require the payment of fees, charges or deposits in excess of those previously approved by the District.

SOUTH DADE VENTURE CDD

Waterstone Bay Clubhouse

CLUB DUES, FEES, AND CHARGES

CATEGORY	AMOUNT
Home Member Fee	No Charge - Part of O&M Assessment
Home Plus Member Fee	No Charge - Part of O&M Assessment
Waterstone II Resident Member Fee	No Charge – Part of O&M Assessment
Waterstone I Resident Member Fee	Difference in Phase 1 and Phase 2 O&M Assessments
Annual Member Fee (Non-Resident)	\$700 annually
Event Room Rental	* Deposit \$350; Fee \$150 (4 hr)
Janitorial Cleaning Charge for Rentals	\$40.00
Cleaning Fee (Failure to Remove Trash)	\$100.00
Club, Pool or Fitness Center Access Card	\$20.00
Additional Hour Rental	\$25/hour or portion thereof
Annual Member and Resident Member Application Fee	\$10.00
Guest Day Pass Fee	\$5.00
Membership Re-activation Fee	\$25.00

* Note: Cleaning costs, if required, may be subtracted from Deposit.

ANY CLUB DUES, FEES, AND CHARGES NOT SPECIFICALLY MODIFIED ABOVE SHALL BE UNCHANGED AND SHALL REMAIN IN EFFECT AS PREVIOUSLY ADOPTED AND APPROVED BY THE BOARD OF SUPERVISORS OF THE SOUTH DADE COMMUNITY DEVELOPMENT DISTRICT. ALL HOURLY RATES AND CHARGES SET FORTH HEREIN ARE CHARGED FOR ANY PORTION OF AN HOUR AND ARE NOT TO BE PRO-RATED.

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