

STONEGATE COMMUNITY DEVELOPMENT DISTRICT

**CLUB MALIBU BAY
RULES AND REGULATIONS**

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STONEGATE COMMUNITY DEVELOPMENT DISTRICT

CLUB MALIBU BAY RULES AND REGULATIONS

The rights and obligations of each user of Club Malibu Bay (the “**Club**”) are set forth in the Club Malibu Bay Club Plan, as amended and restated (the “**Club Plan**”), and in these Rules and Regulations. All initially capitalized terms shall have the meanings set forth in the Club Plan.

1. **Membership.**

1.1 **Members.** Every Owner (other than an Owner who has leased his Home to Lessee) and Lessee shall be a Member; provided, however, for the purposes of Membership, there shall be only one Owner and Lessee per Home. A person shall continue to be a Member until he or she ceases to be an Owner, or ceases to be a Lessee legally entitled to possession of a rental Home. Once an Owner leases a Home, only the Lessee shall be entitled to exercise the privileges of a Member with respect to such Home, unless Owner otherwise notifies the Club Manager in writing; however, the Owner and Lessee shall be jointly and severally liable for all Club fees and charges.

1.2 **Lessees.** If there is more than one (1) Lessee of a Home, only one (1) of the persons occupying the Home shall be considered a Member; 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 Home has been submitted to Club Manager and any past due fees or damage reimbursement costs owed by the Owner or a prior lessee of the Home to the District have been satisfied in full by the Owner. An Owner who has leased his or her Home remains liable for Club Assessments but will not have membership rights at any time his or her Home is leased, unless Owner has notified Club Manager pursuant to section 1.1 or Owner has purchased a Seasonal Membership, as defined in this section. A Lessee, for purposes of these Rules and Regulations, shall be a person or persons who have obtained the prior approval of the homeowners or property owners association having jurisdiction over the lease a Home within the boundaries of the District pursuant to the rules, regulations, or covenants of said association. A Seasonal Membership, which is valid for four (4) consecutive months from the date of purchase, may be purchased by a Member who has leased his home in accordance with this section.

1.2.1 **Application.** Each Lessee must submit an application to Club Manager along with a copy of his or her lease, and Lease Certificate of Approval from the neighborhood community and obtain a membership card (“**Membership Card**”) before his or her membership rights will be recognized. Each Lessee shall notify the Club of any changes in the terms of such lease.

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

1.2.3 Expiration of Lease. A Lessee's status as a Member will terminate upon the earlier of the expiration of the lease or termination of Lessee's rights of occupancy under such lease. It shall be the Owner's obligation to notify Club Manager in writing of the expiration or termination of a Lease.

1.3 Annual Members. 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. Annual Dues shall be payable by the Annual Member in advance of the Club fiscal year, which shall be prorated for applications accepted during the initial fiscal year.

1.4 Corporate and Partnership Members. When a Member or Annual Member is a corporation, partnership or other legal entity ("Entity"), the Entity must notify the 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.

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 Immediate Family Members.

1.5.1 Immediate Family Members shall mean the Member's spouse and all unmarried children of either under the age of twenty-six (26) years of age, and up to two (2) family members related to a Member by birth or marriage who reside at a Home within the District boundaries. By way of example, if a Member is single and her twelve year old daughter and her mother live with such Member, the Member may designate her minor and her mother as Immediate Family Members. However, if an Annual Member (i.e. non-Owner or nonresident member who has paid all applicable fees for membership) is single and lives with her mother, the Annual Member may not designate her mother as an Immediate Family Member, and her mother would need to become an Annual Member (upon payment of all applicable fees).

1.5.2 Notwithstanding the foregoing, a minor or other person shall not qualify as an Immediate Family Member unless such person is living with the Member. A minor who only lives with an adult parent during part of the year as a result of divorce or resides part of the year outside the Home while pursuing educational opportunities at an institution of higher learning may obtain a special Guest Pass without charge from Club Manager depending on circumstances and length of stay with the divorced adult parent or parent as the case may be.

1.5.3 No person may claim the status of Immediate Family Member until designated by the Member in writing to Club Manager.

1.6 Supplemental Members. A Member may have persons other than Immediate Family Members living with such Member designated as a supplemental member ("**Supplemental Member**"). A Supplemental Member may be designated by the payment of an annual fee to Club Owner.

1.7 Guests. A person shall be deemed a guest ("**Guest**") if he or she enters the Club Facilities at the invitation of a Member, Annual Member, Immediate Family Member, Supplemental Member, or the Club Owner or enters with an approved Guest Pass. All Guests are required to sign a waiver form before using the Club Facilities. Only Guests holding a Caregiver Pass (hereinafter defined) or Guest Pass, and who are sixteen (16) years of age or older may access the Club Facilities without being accompanied by a Member, Annual Member, Immediate Family Member or a Supplemental Member. A Member may acquire in advance a courtesy non-transferable Guest Pass from the Club Manager for those instances when the Member is unable to accompany the Guest at the Club Facilities. All other Guests must be accompanied when using the Club Facilities. GUEST PRIVILEGES FOR A GUEST MAY BE CHANGED AT ANY TIME BY THE CLUB MANAGER. Notwithstanding the above, the District Board of Supervisors may implement, by Resolution, requirements for the issuance of Guest Passes to all Guests, limiting the issuance of Guest Passes to Members for any period of time, and provide for fees for the purchase of additional Guest Passes. Unless such a policy regarding Guests has been adopted by Resolution, the Club Manager shall have the discretion and flexibility to limit the number of Guests permitted per Member or Unit at any given time when the Facilities are being heavily used and nearing capacity during special events, community or club-sponsored events, weekends and holidays and shall identify such restrictions with signage conspicuously placed at the entrance to the Club.

1.7.1 Caregiver Pass. A caregiver or other person who provides medical, nursing, or child care to a Member, Annual Member, Immediate Family Member or Supplemental Member while within the Club Facilities is deemed to be a Guest; however, there will be no additional fee or charge provided that the Caregiver accompanies and remains in the company of the Member, Annual Member, Immediate Family Member or Supplemental Member, providing caregiver services while such person is utilizing the Club facilities. A Member must obtain a caregiver pass ("**Caregiver Pass**") from Club staff for use of the Club Facilities. Only one Caregiver Pass is permitted per household. Persons utilizing such Caregiver Passes are not permitted to utilize the Club Facilities other than to accompany the persons under their care. The Caregiver Pass is non-transferable.

1.7.2 Guest Passes. Guest Passes give Guests access to the Club Facilities. Guest Passes may be picked up by a Member or Annual Member at the Club Manager's office.

1.8 Membership Cards. A Membership Card shall be issued to each Member, Annual Member, Supplemental Member and Immediate Family Member who is sixteen (16) years of age or older.

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

1.8.2 Transfer of Membership Cards. Membership Cards are not transferable. A Membership Card may not be used by any person other than the person to whom it is issued. Membership Cards are the property of the Club.

1.8.3 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 Owner. If an unauthorized person uses the Membership Card, the Member or Annual Member shall be liable for any loss, damage, or expense resulting from such unauthorized use.

2. The Club Facilities.

2.1 Supplemental Rules. Before using the various Club Facilities, users should inquire about supplemental Rules and Regulations. For example, Club Manager may promulgate supplemental or additional rules respecting 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 Club Owner, provided 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, 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 Club Owner (Stonegate Community Development District) as an additional insured, alcoholic beverages may be permitted for special private functions and parties held in the Grand Room and at the BBQ Pavilion and North Terrace at the Club. Additional event liability insurance coverage in the amount of One Hundred Thousand Dollars (\$100,000) will be required for any events that are approved to serve alcoholic beverages, which insurance may either be provided by the sponsor of the event or a licensed bartender/caterer. 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 approved event area at any time. The event, function or party shall remain contained within the approved event area and shall not extend into the pool area or other areas of the Club without the prior written consent of the Club Manager. Should the sponsor fail to keep the event contained in the approved event area, the Club Manager or his designee may require everyone to leave the Club and all fees and charges paid shall be forfeited. NO COOKING WITH OPEN FLAMES ARE PERMITTED IN THE GRAND ROOM OR INSIDE THE CLUB FACILITY. THE CABINETS AND APPLIANCES ARE FOR THE EXCLUSIVE

USE OF THE DISTRICT AND FOR DISTRICT OR CLUB-SPONSORED EVENTS; HOWEVER, THE SPONSOR MAY COORDINATE WITH THE CLUB MANAGER FOR THE USE OF LIMITED CABINET SPACE AND THE APPLIANCES.

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 Grand Room, BBQ Pavilion and North Terrace, or approved event area.

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 Clubhouse Property, except where so specifically designated by the District.

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

2.7 Minors. Minors sixteen (16) years and older are permitted to use the Club Facilities (other than the fitness center) without adult supervision. Minors under sixteen (16) years of age are not permitted to use the pools without adult supervision, which supervision must be provided from the pool deck or from within the pool. 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, Club Owner is not liable for the actions of such minors.

2.8 Hours of Operation. The Club Owner 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 Club Facilities at any time. All bikes must be stored in bike storage areas. Bike racks must be used if provided by Club Owner. 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 shall reprimand or discipline any employee or send any employee outside of the Club for any reason.

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

3.5 Parking Areas. Self-parking is permitted in Parking Areas identified as such. No parking will be allowed on grassed areas or along or over existing curbing. "**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 when the Club is closed. Any vehicles parked in violation of this section are subject to being towed without warning.

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 assumes all risk of loss with respect to his or her car in the Parking Areas; equipment, jewelry or other possessions stored in lockers (if lockers are provided by Club Owner), on bicycles, or within cars; and wallets, books 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 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 located or from the Club Facilities.

4.4 Indemnification of Club Owner 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 Club Owner 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 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, 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 Member shall pay Club Assessments when due in accordance with law. Each Annual Member shall pay Annual Club Dues in advance to Club Owner. Each other person shall pay such Club Dues and Fees as established from time to time by the Club Owner.

Notwithstanding any suspension of Membership, an Owner shall remain liable for Club Dues. A Member's use of the Club Facilities shall be suspended in the event Club Assessments and Club Fees are not paid when due and shall remain suspended until such time as the Club Assessments are paid in full. An Annual Member's use of the Club Facilities shall be suspended in the event Club Dues and Club Fees are not paid when due and shall remain suspended until such time as the Club Dues and Club Fees are paid in full.

6. Violation of Club Rules.

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

- 6.1.1 a person submits false information on the Application for Membership; or
- 6.1.2 the person violates one or more of these Rules and Regulations; 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 Club Owner; 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 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. 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.

6.4 Appeal of Suspension. Any person suspended by the Club Manager or District Manager pursuant to this Section 6 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 and/or Guest Passes or Monthly Guest Passes to Club attendants prior to entering the pools and the adjacent patio areas. Club Facilities users shall keep Membership Cards or Guest Passes or Monthly Guest Passes with them and present the Membership Card or Guest Pass or Monthly Guest Pass 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 own risk. Without limiting any other provision of these Rules and Regulations, each person is personally liable for any injury to his or her Immediate Family Members, Supplemental 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. Chaise lounges are available for use at no charge. All persons using pool furniture must cover the furniture with a towel when using suntan lotions. The use of these lotions could stain or damage the furniture. Damage caused by such products must be repaired by the responsible user.

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, provided 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 to teach more than two persons at a time. The Club Manager has full discretion to prohibit personal swim instruction at the pools during weekends, holidays, and high use times. Any public instruction or swim classes offered to more than two persons at a time shall be approved by the Board of Supervisors.

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, excepting approved events within the enclosed outdoor BBQ Pavilion and North Terrace or other approved event area. 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, portable music players, compact disk players and tape players may only be used with earphones. The Club Facility may provide music by the pool through the Club Facility's audio system.

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. The only areas within the Club where alcoholic beverages may be possessed or consumed are within the confines of the Grand Room, BBQ Pavilion and North Terrace, or an approved event area, provided such is 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, e-cigarettes, vapor 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 provides for permitted smoking areas at Club Malibu Bay.

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 Club Owner.

8.2 Membership Cards. Membership Cards and Guest Passes and Monthly Guest Passes 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 attire is required.

8.5 Minors. Persons under sixteen (16) years of age are not permitted in the Exercise Room under any circumstances. Minors sixteen (16) years of age and older may use the fitness center either with adult supervision or without adult supervision if such minor's parent or legal guardian releases Club Owner from liability for such use pursuant to consent form(s) provided by Club Owner from time to time; provided, however, parents are responsible for the actions and safety of such minors and any damages to the equipment in the fitness center caused by such minors.

8.6 Cancellation Policy. Persons using the Exercise room must cancel appointments for special services 12 hours prior to the scheduled appointment or the responsible user will be charged the full amount of the service. If a person has prepaid for the services, and properly cancels, that person may reschedule within the same month at no additional charge.

9. **BBQ Pavilion and North Terrace.**

9.1 BBQ Pavilion and North Terrace. For purposes of these Rules, the BBQ Pavilion and North Terrace shall be considered an extension of the pool deck and is defined as the area under the pergola and within the fenced-in area that includes, but is not limited to, the equipment used for cooking, storing and preparing foods, grills, countertops, refrigerator, sink, trash bins, and seating.

9.2 Risk of Use. Use of the BBQ Pavilion and North Terrace and the facilities and equipment within the outdoor pavilion area is at the user's own risk. Without limiting any other provision of these Rules, each person is personally liable for any injury to his or her Immediate Family Members, Supplemental Members and Guests using the BBQ Pavilion and North

Terrace.

- 9.3 Permitted Use. When not under an approved rental authorizing the exclusive use of the BBQ Pavilion and North Terrace by the renter, the BBQ Pavilion and North Terrace shall be considered an extension of the pool deck and may be utilized on a non-exclusive, first-come, first-served basis, subject to required fees being paid prior to such use. Members using the grill in the BBQ Pavilion and North Terrace shall ensure that the grill is thoroughly cleaned after use, and if not thoroughly cleaned shall forfeit in its entirety the security deposit required for such use. It shall be considered a violation of this Section 9 should a Member renting or otherwise utilizing or responsible for the use of the BBQ Grill on an exclusive or non-exclusive basis fail to adhere to the applicable rental times purchased or otherwise reserved by said Member.
- 9.4 Restrictions.
- 9.5.1 Unless under an approved rental or District-sponsored event, glass objects, including, but not limited to, bottles, dishes, and decorative items are not permitted at any time in the BBQ Pavilion and North Terrace.
- 9.4.2 Food or beverages may be brought into the BBQ Pavilion and North Terrace; however, any foods or beverages shall be eaten, distributed, or consumed only in the BBQ Pavilion and North Terrace or those other 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 and disposed of immediately after use.
- 9.4.3 Children under the age of sixteen (16) shall not be permitted in the BBQ Pavilion and North Terrace unless under the supervision of an adult.
- 9.5 Trash. All persons using the BBQ Pavilion and North Terrace shall keep the BBQ Pavilion and North Terrace clean by removing and properly disposing of all garbage, trash, and debris.
- 9.6 Suspension. In addition to the remedies available to the District pursuant to Section 6 of the Club Rules, for purposes of the rental of the BBQ Pavilion on an exclusive or non-exclusive basis, the Club Manager or District Manager has the authority to suspend for up to six (6) months the future renting of the BBQ Pavilion by any Member of a particular Home or Unit after the Club Manager or District Manager has documented three (3) or more instances within any one (1) year period where any Member of a particular Unit has violated the provisions of this Section 9.

10. **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 CLUB OWNER. 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 available at the Club Facilities. All Rules and Regulations promulgated by Club Owner shall become effective on the date determined by Club Owner.

11. **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.

12. **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 Grand Room or Pool Terrace, provided such policies do not require the payment of fees, charges or deposits in excess of those previously approved by the District.

**STONEGATE CDD
Malibu Bay Clubhouse**

CLUB DUES, FEES, AND CHARGES

| CATEGORY | AMOUNT |
|--|---|
| Annual Member Club Fee | \$800.00 |
| Supplemental Member Annual Fee (for Non-Residents) | \$800.00 |
| Seasonal Member Fee (Four Consecutive Months)** | \$375.00 |
| Membership Card Replacement | \$25.00 |
| Event Rental of the Grand Room or BBQ Pavilion/North Terrace | \$40/hr Rental Fee, \$75 Cleaning Fee*** and \$125 Security Deposit (no alcohol) or \$250 Security Deposit (alcohol) |
| After Hours Event Rental (includes Grand Room, Pool Terraces, and BBQ Pavilion) (10:00 pm – Midnight) | \$250.00 Rental Fee (2 hour rental), \$150.00 Cleaning Fee, and \$250.00 Security Deposit (no alcohol) or \$350.00 Security Deposit (alcohol) |
| Non-Exclusive (“Limited”) Use of BBQ Pavilion Grill (use of one grill) **** | 1-2 people...1 hour...\$5.00 3-4 people...1.5 hours...\$15.00 5-6 people...2.5 hours...\$30.00 |
| Additional Hours on a Rental (in addition to rental fees if additional hours or any portion thereof are beyond the operating hours for the Club) | \$30.00/hr (or any portion of an hour) |

* 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 STONEGATE 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.

** Seasonal Membership is available only to Members who have leased their unit pursuant to District and association rules.

*** No up front cleaning fee is required if the event is scheduled for less than two (2) hours; however, any costs attributed to cleaning are authorized to be taken from the applicable security deposit. Should such rental exceed two (2) hours, the renter is liable for the cleaning fee, which may be removed from the security deposit

**** (a) The initial use fee shall be paid up front prior to the use of the equipment of the BBQ Pavilion.

(b) Members shall leave their Driver’s License or Club Membership Card (collectively, the “ID Card”) with Club staff, which ID Card will be returned upon inspection and payment of all fees to the District. In

addition, the failure to pay any fees to the District pursuant to this section may result in suspension of the Member's use of the Club Facilities pursuant to Section 6 of the Club Malibu Bay Rules and Regulations.

- (c) Members shall complete all cooking and cleaning prior to the end of their rental or otherwise be subject to the fees associated with the next time slot and a suspension from future use pursuant to Section 9.6 of the Rules, regardless of whether or not Members are waiting to use the equipment. If the approved or assigned Members are waiting to use the equipment, an additional cleaning fee of \$25.00 shall immediately be due and owing to the District and all persons associated with the rental shall immediately leave the BBQ Pavilion their belongings.
- (d) This non-exclusive use of a BBQ Pavilion Grill DOES NOT include the use of the bar area at the BBQ Pavilion and shall not in any way be construed to permit the use, consumption or possession of any alcoholic beverages.
- (e) For purposes of this subsection, the term, "people" includes all individuals over the age of two (2) years old.
- (f) This use of the equipment in the BBQ Pavilion includes the use of one grill only. Should a Member wish to use more than one grill or the other amenities of the BBQ Pavilion and North Terrace, such Member shall be required to rent the BBQ Pavilion and North Terrace as an event rental on an exclusive basis in accordance with the fees provided above.
- (g) In the discretion of the Club Manager, the Club Manager may permit pre-registration or call-ahead reservations with same day requests.