



*Vizcaya in Kendall
Community Development District*

<http://www.vizcakendallcdd.com>

Jean-Carlo Larrea, Chairman

Robert Gibson, Vice Chairman

Charley Berio, Assistant Secretary

Steven Guasch, Assistant Secretary

Max Stamos, Assistant Secretary

October 26, 2016



Vizcaya in Kendall

Community Development District

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October 19, 2016

Board of Supervisors
Vizcaya in Kendall
Community Development District

Dear Board Members:

A meeting of the Board of Supervisors of **Vizcaya in Kendall Community Development District** will be held on **October 26, 2016 at 6:00 p.m. at Kendall Square Club, 9501 S.W. 171 Avenue, Miami, Florida.** Following is the advance agenda:

1. Roll Call
2. Public Hearing to Adopt the Rules
 - A. Motion to Open the Public Hearing
 - B. Public Comment and Discussion
 - C. Consideration of **Resolution #2017-02** Approving the Amended and Restated Club Kendall Square Club Plan, Adopting the Club Kendall Square Club Rules and Regulations and Adopting the Schedule of Hours, Operation, Dues, Fees and Charges, Rental Areas and Fees, Rental Policies, Procedures and Regulations
 - D. Motion to Close the Public Hearing
3. Supervisors Requests and Audience Comments
4. Adjournment

The second order of business is the public hearing to adopt the rules. Enclosed for your review is a copy of **Resolution #2017-02** Approving the Amended and Restated Club Kendall Square Club Plan, Adopting the Club Kendall Square Club Rules and Regulations and Adopting the Schedule of Hours, Operation, Dues, Fees and Charges, Rental Areas and Fees, Rental Policies, Procedures and Regulations.

Any additional documentation will be provided under separate cover as soon as it becomes available or presented at the meeting. I look forward to seeing you at the meeting and in the meantime if you have any questions, please contact me.

Sincerely,



Luis Hernandez
Manager

CC: Dennis Lyles Carlos Ballbe Steve Sanford Jon Kessler Yaniv Ness

RESOLUTION 2017-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE VIZCAYA IN KENDALL COMMUNITY DEVELOPMENT DISTRICT APPROVING THE AMENDED AND RESTATED CLUB KENDALL SQUARE CLUB PLAN; ADOPTING THE CLUB KENDALL SQUARE CLUB RULES AND REGULATIONS, AND ADOPTING THE SCHEDULE OF HOURS OF OPERATION, DUES, FEES AND CHARGES, RENTAL AREAS & FEES, RENTAL POLICIES, PROCEDURES AND REGULATIONS, AND ADDITIONAL RULES PERTAINING TO FACILITY RENTAL

WHEREAS, the Vizcaya in Kendall Community Development District (the "District") is a local unit of special purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated in unincorporated Miami-Dade County, Florida; and

WHEREAS, the District has approved and authorized the execution of an Agreement for Purchase and Sale (Club Kendall Square Clubhouse) to acquire the real property, structures, and facilities at Tract L1, Kendall Commons Townhomes, according to the Plat thereof, recorded at Plat Book 170, Page 44 of the Public Records of Miami-Dade County, Florida, of which the District will, upon closing, become the owner ("Club Property"); and

WHEREAS, the District has received or will receive at closing on the Club Property a written assignment from the Kendall Square Homeowners Association, Inc. of the Club Kendall Square Club Plan recorded in OR Book 28214, Page 2621 of the Public Records of Miami-Dade County, Florida, and the First Amendment to Club Kendall Square Club Plan, recorded in OR Book 28348, Page 1415 of the Public Records of Miami-Dade County, Florida (collectively, the "Original Club Plan"); and

WHEREAS, the Board of Supervisors finds it to be necessary and in the best interests of the District and its residents to amend and restate the Original Club Plan in its entirety, and to declare that the Club Property shall be subject to the following restrictions, covenants, terms and conditions set forth in the approved Club Plan.

WHEREAS, with the acceptance of the Amended and Restated Aragon Club Plan, the District, pursuant to Section 190.011, Florida Statutes, the District is authorized to adopt and modify rules, regulations, and rates pursuant to the provisions of Chapter 120, Florida Statutes, prescribing the conduct of the business of the District; and

WHEREAS, Section 190.035, Florida Statutes, authorizes the District to prescribe, fix, establish, modify, and collect rates, fees and other charges for facilities and services furnished by the District; and

WHEREAS, the District Board has determined that is necessary to adopt those certain Club Kendall Square Club Rules and Regulations, as well as a schedule of hours, and facility rental policies governing the use of the Clubhouse and its various recreational facilities, amenities and areas, providing for membership provisions, providing for suspension for violations of the Club Kendall Square Club Rules and Regulations; and

WHEREAS, the District Board has further determined that is necessary to adopt those certain rates, fees and charges pertaining to non-resident membership, supplemental member annual fee, guest pass fees, personal trainer fees, lease application processing fees, membership card fees, and facility rental fees and deposits; and

WHEREAS, the District has complied with the provisions of Chapter 120, Section 190.011, and Section 190.035, and has conducted a public hearing to address certain the adoption of the Club Kendall Square Club Rules and Regulations and the Schedule of Hours of Operation, Dues, Fees, and Charges, Areas & Fees for Rental, Rental Policies, Procedures and Regulations, and the Additional Rules Pertaining to Facility Rental, as contemplated herein; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE VIZCAYA IN KENDALL COMMUNITY DEVELOPMENT DISTRICT, THAT:

Section 1. The foregoing recitals are hereby incorporated as the findings of fact of the District Board of Supervisors.

Section 2. The Amended and Restated Club Kendall Square Club Plan, a copy of which is attached hereto and incorporated herein as Exhibit "A" is approved and the proper District officials are hereby authorized to execute the same.

Section 3. The following are hereby adopted and enacted by the Vizcaya in Kendall Community Development District:

1. Club Kendall Square Club Rules and Regulations, a copy of which is attached hereto and incorporated herein as Exhibit "B";
2. Schedule of Hours of Operation, Dues, Fees, and Charges, Facility Rental Fees and Deposits for Rental, Rental Policies, Procedures and Regulations, and the Additional Rules Pertaining to Facility Rental a copy of which is attached hereto and incorporated herein as Exhibit "C",

(collectively, the "Club Rules").

Section 4. The District Manager shall include the Amended and Restated Club Kendall Square Club Plan and the Club Rules, as each may be amended from time to time, in the Official Records of Proceeding of the District, and shall post the same on the District's website after the acquisition of the Club Property by the District.

EXHIBIT "A"

EXHIBIT "B"

EXHIBIT "C"

THIS INSTRUMENT PREPARED BY:
Gerald L. Knight
Billing, Cochran, Lyles, Mauro & Ramsey, P.A.
Suntrust Center, Sixth Floor
515 East Las Olas Boulevard
Fort Lauderdale, Florida 33301

**VIZCAYA IN KENDALL COMMUNITY DEVELOPMENT DISTRICT
AMENDED AND RESTATED
KENDALL SQUARE CLUB PLAN**

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AMENDED AND RESTATED
KENDALL SQUARE CLUB PLAN

THIS AMENDED AND RESTATED KENDALL SQUARE CLUB PLAN (this “**Club Plan**”) is made by Vizcaya in Kendall Community Development District (the “**District**” or “**Club Owner**”).

RECITALS

A. Lennar Homes, LLC (the “**Pre-Transfer Club Owner**”) is the owner of the real property described on **Exhibit A**, attached hereto and made a part hereof (the “**Club Property**”) on which the Kendall Square Club (the “**Club**”) is located.

B. On August 2, 2012, that certain Kendall Square Club Plan was recorded in Official Records Book 28214, at Page 2621, Public Records of Miami-Dade County, Florida (the “**Original Club Plan**”); on November 7, 2012, that certain First Amendment to Kendall Square Club Plan was recorded in Official Records Book 28348, at Page 1415 of the Public Records of Miami-Dade County, Florida (the “**First Amendment**”) (the Original Club Plan, as amended by the First Amendment, collectively referred to as the “**Pre-Transfer Club Plan**”).

C. The District has acquired the Club Property from the Pre-Transfer Club Owner, together with all of the Pre-Transfer Club Owner’s rights and privileges as the Club Owner under the Pre-Transfer Club Plan, as defined in the Pre-Transfer Club Plan (“**Club Plan Assignment**”).

D. Pursuant to Section 26 of the Pre-Transfer Club Plan, the District, as the Club Owner has the right to amend the Pre-Transfer Club Plan as it deems appropriate, without the joinder or consent of any person or entity whatsoever.

E. The District, as Club Owner, wishes to amend and restate in its entirety, the Pre-Transfer Club Plan as set forth herein.

NOW THEREFORE, the District, as Club Owner, hereby amends and restates the Pre-Transfer Club Plan in its entirety, and declares that the Club Property shall be subject to the following restrictions, covenants, terms and conditions set forth in this Club Plan:

1. **Definitions**. In addition to the terms defined elsewhere herein, the following terms shall have the meanings specified below:

“**Annual Member**” shall mean a member of the public who acquires an Annual Membership in the Club.

“**Annual Membership**” shall mean a non-exclusive license issued to an Annual Member to use the Club pursuant to the provisions of the Club Plan.

“**Association**” shall mean Kendall Square Homeowners Association, Inc., and its successors and assigns.

“**Bonds**” shall mean such notes, obligations, bonds or bond anticipation notes, and any refunding, restructuring or replacement notes, obligations, bonds or bonds anticipation notes, issued by the District from time to time.

“**Bond Counsel**” shall mean Greenberg Traurig, P.A. or any other nationally recognized law firm selected by the District.

“**Budget**” shall have the meaning set forth in Section 7 hereof.

“**Builder**” shall have the meaning set forth in the Declaration.

“**Club**” shall have the meaning set forth in the Recitals, and shall further mean the Club Property and all facilities constructed thereon subject to additions and deletions made by Club Owner from time to time. The Club may be comprised of one or more parcels of land, which may not be connected or adjacent to one another.

“**Club Assessments**” shall mean non-ad valorem special assessments imposed and levied by the Club Owner pursuant to Section 190.022, Florida Statutes, and maintenance special assessments imposed and levied by the Club Owner pursuant to Section 190.021, Florida Statutes, in each case levied against the Owners in relation to the acquisition, operation and maintenance of the Club.

“**Club Dues**” shall mean the charges for use of the Club Facilities to be paid by the Annual Members and Supplemental Members pursuant to the provisions of this Club Plan.

“**Club Expenses**” shall mean all costs (as such term is used in its broadest sense) of owning, acquiring, operating, managing, maintaining, repairing, replacing, expanding and insuring the Club, whether direct or indirect, including, but not limited to, trash collection, utility charges, cableVizion charges, telecommunications charges, internet access charges, maintenance, legal fees of Club Owner relative to the Club, accounting fees, cost of superVizion, management fees, reserves, repairs, replacement, refurbishments, construction, payroll and payroll costs, insurance, working capital, ad valorem or other taxes, assessments, costs, expenses, levies and charges of any nature which may be levied, imposed or assessed against, or in connection with, the Club. By way of example, and not as a limitation, the following expenses shall be included within Club Expenses: liability, casualty and business interruption insurance (with such deductibles as Club Owner deems appropriate); roof repair and replacement; and all other costs associated with changing or enhancing Club Facilities. Club Owner may allocate a reasonable portion of its overhead (e.g., District Manager costs) to Club Expenses.

“**Club Facilities**” shall mean the actual facilities, improvements and personal property which Club Owner shall actually have made available to Owners, Annual Members, Immediate Family Members, Supplemental Members, and members of the public pursuant to this Club Plan. The Club Facilities are more specifically set forth in Section 3.2 herein. THE CLUB FACILITIES ARE SUBJECT TO CHANGE AT ANY TIME AT CLUB OWNER’S SOLE AND ABSOLUTE DISCRETION.

“**Club Fees**” shall mean the rates, fees, rentals and other charges determined from time to time by the Club Owner for the use of the Club Facilities and services by Members,

Annual Members, Immediate Family Members, and members of the public, in accordance with Section 190.035, Florida Statutes, as amended from time to time. Club Fees shall not include Club Assessments.

“Club Manager” shall mean the person or entity operating and managing the Club, at any time, as designated by the District. The District Manager may be the Club Manager. Club Owner reserves the right to designate the Club Manager in Club Owner’s sole and absolute discretion.

“Club Owner” shall mean the Kendall Square Community Development District, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, being situated in Hialeah, Miami-Dade County, Florida, and any of its designees, successors and assigns who receive a written assignment of all or some of the rights of Club Owner hereunder, subject to receipt of an opinion of Bond Counsel to the effect that such assignment will not cause interest on the Bonds to be included in gross income for federal income tax purposes. Such assignment need not be recorded in the Public Records in order to be effective. In the event of such a partial assignment, the assignee shall not be deemed Club Owner but may exercise such rights of Club Owner specifically assigned to it. Any such assignment may be made on a non-exclusive basis. Club Owner may change from time to time.

“Club Plan” shall mean this Amended and Restated Kendall Square Club Plan, together with all amendments and modifications hereto by the Club Owner from time to time.

“Club Property” shall initially mean the real property described on **Exhibit A** attached hereto and made a part hereof. Thereafter, Club Property shall include any real property designated by Club Owner as part of the Club Property by amendment to this Club Plan.

“Common Areas” shall mean the Common Areas within Kendall Square as set forth in the Declaration.

“Community” shall mean “Kendall Square” as defined in the Declaration.

“Declaration” shall mean that certain Declaration for Kendall Square, recorded on November 9, 2012, in Official Records Book 28353, at Page 643 of the Public Records of Miami-Dade County, Florida, as such Declaration shall be amended or modified from time to time.

“Developer” shall have the meaning set forth in the Declaration.

“District” shall mean the Vizcaya in Kendall Community Development District, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, being situated in Hialeah, Miami-Dade County, Florida.

“District Manager” shall mean the manager of the District.

“Home” shall have the meaning set forth in the Declaration. The loss of a certificate of occupancy for a Home (e.g., by casualty, destruction or remodeling) shall not affect the status of a Home, or the obligation of a Member to pay Club Assessments with respect to

such Home. The term “**Home**” includes any interest in land, improvements, or other property appurtenant to the Home.

“**Immediate Family Members**” shall mean the spouse or domestic partner of the Member, or Annual Member, and all unmarried children of either under the age of twenty-two (22) years of age and up to two (2) family members related to a Member by birth, adoption or marriage and who reside at the same Home as the Member. If a Member or Annual Member is unmarried, he or she may designate up to two (2) persons related by birth or adoption who are living with such Member or Annual Member as Immediate Family Members. By way of example, if a Member is single and her twelve (12) year old daughter and her mother live with such Member, the Member may designate her mother and daughter as Immediate Family Members. If a Member is single and lives with his son and his father and mother in a Home, the Member may designate his son and his father as an Immediate Family Member, and his mother as a Supplemental Member (hereinafter defined) (upon payment of all applicable fees). Notwithstanding the foregoing, a minor or person shall not qualify as an Immediate Family Member unless such person is living with the Member or Annual Member. Notwithstanding the foregoing, a minor who only lives with an adult parent Member during part of the year as a result of divorce, or a child of a Member or Annual Member who is serving in the Armed Services; or is currently pursuing educational opportunities at an institution of higher learning (e.g. college; university or technical school) may be deemed an Immediate Family Member. No person may claim the status of Immediate Family Member until designated by the Member or Annual Member in writing to District Manager. Upon designation of a Supplemental Member, the definition of Immediate Family Members shall apply to the Supplemental Member.

“**Kendall Square**” shall have the meaning set forth in the Declaration.

“**Kendall Square Club Rules and Regulations**” shall have the meaning set forth in Section 10.8 hereof.

“**Lender**” shall have the meaning set forth in the Declaration.

“**Lessee**” shall mean the lessee named in any written lease respecting a Home who is legally entitled to possession of any rental Home within the Kendall Square.

“**Member**” shall mean every Owner or Lessee; provided, however, for the purposes of Membership, there shall be only one Member 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. Member shall also mean the Developer to the extent that the Developer is the record owner of fee simple title to any Home.

“**Original Club Plan**” shall have the meaning set forth in the preamble above

“**Owner**” shall mean the record owner (whether one or more persons or entities) of the fee simple title to any Home. For purposes of this Club Plan, Developer and/or a Builder shall be deemed an Owner to the extent Developer and/or a Builder is the record owner of fee simple title to any Parcel upon which a Home will be constructed.

“**Parcel**” shall mean a platted or unplatted lot, tract, unit or other subdivision of real property located within the legal boundaries of the District, not including any such real property interest owned by the District. Once improved, the term Parcel shall include all improvements thereon and appurtenances thereto. The term Parcel, as used herein, may include more than one Home.

“**Parking Areas**” shall mean all areas designated for parking for use of the Club Facilities within the Club Facilities or the Common Areas.

“**Public Records**” shall mean the Public Records of Miami-Dade County, Florida, as applicable.

“**Special Use Fees**” shall have the meaning set forth in Section 6.7 below.

“**Supplemental Members**” shall mean a person, other than Immediate Family Members, living with a Member or Annual Member designated as a supplemental member by the Member or Annual Member. A Supplemental Member may be designated upon the payment of an annual fee to the Club Owner.

All other initially capitalized terms not defined herein shall have the meanings set forth in the Declaration.

2. **Non-Exclusive License.** The provisions of this Club Plan do not grant any ownership rights in the Club in favor of the Association, Members, Annual Members, Immediate Members, Supplemental Members, members of the public or Lenders, but, rather, grant a nonexclusive license to use the Club subject to the provisions of this Club Plan and subject to full compliance with all obligations imposed by this Club Plan and the District from time to time.

3. **Club Facilities.**

3.1 **Club Property.** Club Owner presently owns all of the real property comprising the Club Property. The Club Property may be expanded to include additional property in Club Owner’s sole and absolute discretion. Likewise, Club Owner may elect to remove portions of the Club Property from the definition of Club Property by amendment to this Club Plan. Such additions and deletions may cause an increase or decrease in Club Expenses.

3.2 **Composition of the Club Facilities.** The current Club Facilities consist of a clubhouse, with offices, conference room and business center, a meeting hall and kitchen, fitness center, kids play room, billiard room, tv sitting room, pool and spa, kids’ splash zone, playground, gazebo, and parking facilities. With respect to the Club Facilities, Club Owner shall have the unequivocal right to:

3.2.1 construct, reconstruct, in whole or in part, the Club Facilities and related improvements upon the Club Property, and make any additions, alterations, deletions, improvements, or changes thereto;

3.2.2 place, erect, and/or construct portable, temporary, or accessory buildings or structures upon the Club Property for construction storage, or other purposes;

3.2.3 temporarily deposit, dump or accumulate materials, trash, refuse and rubbish on the Club Property in connection with the development or construction of any of the Club;

3.2.4 develop, operate and maintain the Club Facilities as deemed necessary, in its sole and absolute discretion; and

3.2.5 conduct all activities which, in the sole opinion of Club Owner, are necessary for the development and sale of the Club or any lands or improvements therein.

3.2.6 use the Association Common Areas for ingress and egress to and parking for the Club Property for the Club Owner, Members, Annual Members, Immediate Family Members, Supplemental Members, members of the public, and the Club Owner's representatives, agents, guests, invitees, and vendors (collectively, the "Club Parties").

3.2.7 Exercise all Club Owner rights set forth in the Declaration.

3.3 Changes. Club Owner reserves the absolute right in Club Owner's discretion to, from time to time, remove, modify, alter, change or discontinue use of the Club Facilities, including construction of additional Club Facilities and/or the removal or modification thereof, at any time. Such alterations, modifications and amendments may cause an increase or decrease in Club Expenses.

4. Persons Entitled to Use the Club Facilities.

4.1 Rights of Members. Each Member and his Immediate Family Members shall have such non-exclusive rights and privileges to use the Club Facilities as shall from time to time be granted by Club Owner. In order to exercise the rights of a Member, a person must be a resident of the Home. If a Home is owned by a corporation, trust or other legal entity, or is owned by more than one family, then the Owner(s) collectively shall designate one (1) person residing in the Home who will be the Member of the Club with respect to such Home.

4.2 Rights of Annual Members and Supplemental Members. Each Annual Member, Supplemental Member and his or her Immediate Family Members shall have the same non-exclusive rights and privileges as shall from time to time be granted by Club Owner to Members. Annual Memberships are open to any member of the public, subject to reasonable limitations in number that may be imposed by the Club Owner from time to time. In order to exercise the rights of an Annual Member, a person must apply for and be issued an Annual Membership by the Club Owner. Supplemental Memberships are open to Member designees. Annual Memberships and Supplemental Memberships shall be renewable on an annual basis. If an Annual Membership is acquired by a corporation, trust or other legal entity, then such Annual Member shall designate one (1) person who will exercise the rights of the Annual Member with respect to such Annual Membership.

4.3 Use by Persons Other than Members. Club Owner has the right at any and all times, and from time to time, to make the Club Facilities available to members of the public, including individuals, persons, firms or corporations other than Members, Annual Members and Supplemental Members. Without limiting such rights, Club Owner has the right to reserve the

Club Facilities for charitable, educational, social or business functions to the exclusion of the Members, Annual Members and Supplemental Members. Club Owner shall establish the fees to be paid, if any, by any person or entity using the Club who is not a Member, Annual Member or Supplemental Member. The granting of such rights shall not invalidate this Club Plan, reduce or abate any Member's, Annual Member's or Supplemental Member's obligations to the Club pursuant to this Club Plan, or give any Member, Annual Member or Supplemental Member the right to avoid any of the provisions of this Club Plan.

4.4 Subordination. This Club Plan and the rights of Members to use the Club Facilities are and shall be subject and subordinate to: (a) any mortgage, deed of trust, bond covenant or other encumbrance and any renewals, modifications and extensions thereof, now or hereafter placed on the Club by Club Owner; and (b) easements, restrictions, limitations and conditions, covenants and restrictions of record, and other conditions of governmental authorities. This provision shall be self-operative. The Association, in its own name and, as agent for all Owners, shall sign any documents confirming the subordination provided herein promptly upon request of Club Owner.

5. **Ownership and Control of the Club.**

5.1 Control of Club By Club Owner. The Club shall be under the complete superVizion and control of Club Owner.

5.2 Transfer of Club. Club Owner may sell, encumber or convey the Club to any person or entity in its sole and absolute discretion at any time, provided that, while any Bonds remain outstanding, the District must have received an opinion of Bond Counsel to the effect that such transfer will not cause the interest on the Bonds to be includable in gross income for federal income tax purposes.

5.3 Ambiguities. In the event that there is any ambiguity or question regarding the provisions of this Club Plan, Club Owner's determination of such matter shall be conclusive and binding.

6. **Club Expenses.**

6.1 Club Assessments. In consideration for acquiring and providing for use of the Club by the Members, the District intends to cover payment of the Club Expenses by levying Club Assessments against each Owner. Collection of Club Assessments from the Owners shall be pursuant to the provisions of Chapter 190, Florida Statutes, and other applicable laws, as amended from time to time.

6.2 Club Dues. Club Owner will set the Club Dues to be payable in advance by Annual Members and Supplemental Members for the ensuing Membership year, which will be the twelve (12) month period commencing October 1 of each year and ending on September 30 of the succeeding year. Club Owner reserves the right to set the amount of such annual Club Dues to be payable by Annual Members and Supplemental Members at any level it deems appropriate, provided it is the intent of Club Owner that the Club Dues payable by an Annual Member and Supplemental Members approximate the amount of the annual Club Assessments levied by Club Owner against an Owner from time to time. All Club Dues are subject to payment

by the Annual Member or Supplemental Member of any applicable sales, use or other taxes, fees and charges imposed by any governmental entity. Annual Members and Supplemental Members may not use the Club Facilities without payment in full of the Club Dues. Club Dues shall not be abated for any reason, including, without limitation, temporary unavailability of all or any portion of the Club Facilities, disability of the Annual Member, Supplemental Member or their absence from use of the Club Facilities.

6.3 Club Fees. Club Owner will, from time to time, determine the amount of Club Fees to be paid by Members, Annual Members, Immediate Family Members, Supplemental Members and non-members for services provided at the Club (e.g., food and beverages), for use of the Club Facilities by members of the public, and for rental of the Club Facilities by Members, Annual Members, Immediate Family Members, Supplemental Members and members of the public. All Club Fees are subject to payment of applicable sales, use or other taxes and required transfer fees or charges imposed by any governmental entity. The failure of any Member, Annual Member, Immediate Family Member, Supplemental Member, or member of the public to pay Club Fees shall constitute grounds for suspension of use of the Club Facilities, to disciplinary action and exercise of available legal remedies by the Club Owner.

6.4 Club Dues and Fees Schedule. The Club Dues and Club Fees shall be established by the Club Owner, and may be reVized from time to time (the "**Club Dues and Fees Schedule**").

6.5 Perpetual. Subject to the provisions of Chapter 190, Florida Statutes, each Member's obligation to pay Club Assessments shall be perpetual regardless of: (i) whether there is a Home on the Member's Parcel, (ii) if there is a Home located on the Member's Parcel, whether the Home is occupied, foreclosed, destroyed, renovated, replaced, rebuilt or leased or (iii) whether the Member desires to or is physically capable of using the Club.

6.6 Individual Homes. Owners of individual Homes shall pay Club Assessments for one membership per Home. If an Owner owns more than one Home, Club Assessments are payable for each and every Home owned by such Owner.

6.7 Special Use Fees. Club Owner shall have the right to establish from time to time, specific charges, ticket, service and/or use fees and charges ("**Special Use Fees**"), for which one or more Members, Annual Members, Immediate Family Members or Supplemental Member (but less than all Members, Annual Members or Supplemental Members) are subject, such as, costs of special services or facilities provided to an Owner relating to the special use of the Club Facilities or tickets for shows, special events, or performances held in the Club Facilities which are paid initially by Club Owner. Special Use Fees shall be payable at such time or time(s) as determined by Club Owner. Without limiting the foregoing, Members, Annual Members, Immediate Family Members, Supplemental Members and members of the public shall be charged Special Use Fees for the use of vending machines, video arcade machines and entertainment devices. For those programs or events, if any, for which tickets are sold, Club Owner shall adopt such Club Rules and Regulations as to entitlement of the tickets as Club Owner deems necessary.

6.8 Additional Club Fees. If a Member, Annual Member, Immediate Family Member, Supplemental Member, his or her guests, invitees, licensees, agents, servants or employees do anything which increases the cost of maintaining or operating the Club, or cause damage to any part of the Club, Club Owner may levy additional Club Fees against such Member, Annual Member, Immediate Family Member or Supplemental Member in the amount necessary to pay such increased cost or repair such damage.

6.9 Time Is of Essence. Faithful payment of the sums due, and performance of the other obligations hereunder, at the times stated, shall be of the essence.

7. **Determination of Club Expenses.**

7.1 Fiscal Year. The fiscal year for the Club shall be October 1 of each year to September 30 of the succeeding year.

7.2 Adoption of Budget. Club Assessments shall be established by the adoption of a projected Club budget by Club Owner (the "**Budget**"). Written notice of the amount and date of commencement thereof shall be given in accordance with Chapter 190, Florida Statutes and other applicable law, as amended from time to time.

7.3 Adjustments If Budget Estimates Incorrect. In the event the estimate of Club Expenses for the year is less than the actual Club Expenses, then the difference shall be subject to levy of an additional Club Assessment against the Owners.

7.4 Reserves. The Budget may, at the election of Club Owner, include one or more reserve funds funded by annual Club Assessments for the periodic maintenance, repair and replacement of improvements to the Club Facilities, and any required Bond covenants.

7.5 Collection. Club Owner shall determine from time to time the method by which Club Assessments, Club Dues, Club Fees, Special Use Fees and any other amounts due to Club Owner shall be collected. In addition to all rights of collection provided in this Club Plan and otherwise by law, the Pre-Transfer Club Owner shall continue to retain any and all rights set forth in the Pre-Transfer Club Plan or as provided by law to enforce the collection of Club Dues, Special Use Fees, Membership Fees (all as defined in the Pre-Transfer Club Plan) and other amounts due to the Pre-Transfer Club Owner under the Pre-Transfer Club Plan accrued through the date of the Club Plan Assignment, including, but not limited to, the right to foreclose any lien resulting from the non-payment of Membership Fees, as provided in the Pre-Transfer Club Plan ("**Pre-Transfer Club Plan Collection Rights**"), which Pre-Transfer Club Plan Collection Rights are incorporated into this Club Plan by reference as if fully stated herein.

8. **Operations.**

8.1 Control. The Club and the Club Facilities shall be under the complete superVizion and control of Club Owner.

8.2 Club Manager. The District Manager shall initially be the Club Manager, provided that, at any time, Club Owner may appoint a different Club Manager to act as its agent.

The Club Manager and the District Manager may enforce the Kendall Square Club Rules and Regulations.

9. **Right of Association.** Association shall have the right to post all notices of its Board and member meetings and all notices required by the Florida Statutes at a designated location within the Club Facilities visible to all Members without charge. The Club may lease any part of the Club Facilities to the Association for use for the benefit of residents of the Community.

10. **General Restrictions.** Club Owner has adopted the following general restrictions governing the use of the Club. Each Member, Annual Member, Immediate Family Member, Supplemental Member, and member of the public entitled to use the Club shall comply with following general restrictions:

10.1 **Minors.** The use of the Club by minors is governed by the Kendal Square Club Rules and Regulations. Parents are responsible for the actions and safety of such minors and any damages to the Club Facilities. Club Owner is not liable for the actions of such minors.

10.2 **Responsibility for Personal Property and Persons.** Each Member, Annual Member, Supplemental Member and member of the public using the Club Facilities assumes sole responsibility for its own health, safety and welfare, and the health, safety and welfare of his or her Immediate Family Members and guests, and the personal property of all of the foregoing, and each such person shall not allow any of the foregoing to damage the Club or interfere with the rights of other persons hereunder.

10.3 **Cars and Personal Property.** The Club is not responsible for any loss or damage to any private property used, placed or stored on the Club Facilities or Common Areas. Without limiting the foregoing, any person parking a car within the Parking Areas or Common Areas assumes all risk of loss with respect to his or her car in the Parking Areas or Common Areas. Further, any person entering the Club Facilities assumes all risk of loss with respect to his or her 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 area. No trailers or boats may be parked on the Club Property at any time.

10.4 **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 Facilities, shall do so at their own risk. Every such 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. No person may use the Club Facilities for any club, society, party, religious, political, charitable, fraternal, civil, fund-raising or other purposes without the prior written consent of Club Owner, which consent may be withheld for any reason.

10.5 Property Belonging to the Club. Property, furniture or equipment belonging to the Club shall not be removed from the room in which it is placed or from the Club Facilities.

10.6 Indemnification of Club Owner. EACH MEMBER, ANNUAL MEMBER, IMMEDIATE FAMILY MEMBER, SUPPLEMENTAL MEMBER, GUEST, NON-MEMBER AND OTHER PERSON USING THE CLUB FACILITIES (EACH AN "INDEMNIFYING PARTY") AGREES TO INDEMNIFY AND HOLD HARMLESS CLUB OWNER AND CLUB MANAGER, THEIR OFFICERS, SUPERVISORS, 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 THE INDEMNIFYING PARTY'S ACTIONS RELATING TO OR ARISING OUT OF USE OF THE CLUB FACILITIES BY THE INDEMNIFYING PARTY AND THEIR IMMEDIATE FAMILY MEMBERS, SUPPLEMENTAL MEMBER AND GUESTS, OR THE INTERPRETATION OF THIS CLUB PLAN, AND/OR THE CLUB RULES AND REGULATIONS AND/OR FROM ANY ACT OR OMISSION OF THE CLUB OR OF ANY OF THE INDEMNIFIED PARTIES RELATED TO OR ARISING OUT OF THE FOREGOING. LOSSES SHALL INCLUDE THE DEDUCTIBLE PAYABLE UNDER ANY OF THE CLUB'S INSURANCE POLICIES. THIS PROVISION SHALL SURVIVE TERMINATION OF THE CLUB PLAN, PROVIDED, HOWEVER, THAT THE INDEMNIFIED PARTIES SHALL NOT BE INDEMNIFIED FOR LOSSES TO THE EXTENT DUE TO THEIR OWN GROSS NEGLIGENCE OR INTENTIONAL ACTS. THE INDEMNIFICATIONS PROVIDED IN THIS SECTION SHALL SURVIVE TERMINATION OF THIS CLUB PLAN.

10.7 Attorneys' Fees. Should any Indemnifying Party 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 Indemnifying Party shall be liable to such parties for all Losses, costs and expenses incurred by the Indemnified Parties in the defense of such suit, including attorneys' fees and paraprofessional fees at trial and upon appeal. Otherwise, in any dispute arising out of or related to this Agreement, each party shall bear its own attorney's fees and costs.

10.8 Unrecorded Rules. Club Owner may adopt rules and regulations ("Kendall Square Club Rules and Regulations") from time to time. Club Owner may determine not to record such Kendall Square Club Rules and Regulations; therefore, each Owner and Lessee should request a copy of unrecorded Kendall Square Club Rules and Regulations from the Club and become familiar with the same. Such Kendall Square Club Rules and Regulations are in addition to the general restrictions set forth in this Club Plan, and shall be binding upon the Members, Annual Members, Immediate Family Members, Supplemental Members, and the general public.

10.9 Waiver of Club Rules and Regulations. Club Owner may waive the application of any Kendall Square Club Rules and Regulations to one or more Members, Annual Members, Immediate Family Members, Supplemental Members, Lessees, guests, invitees, employees or agents in Club Owner's sole and absolute discretion. A waiver may be revoked at any time without notice.

11. Violation of the Kendall Square Club Rules and Regulations.

11.1 Basis For Suspension. The membership rights of a Member, Annual Member, Immediate Family Member or Supplemental Member may be suspended by Club Owner if in the sole judgment of Club Owner:

11.1.1 such person is not an Owner, Lessee, Annual Member or Supplemental Member;

11.1.2 the Member, Annual Member or Supplemental Member violates one or more of these Kendall Square Club Rules and Regulations;

11.1.3 an Immediate Family Member, a guest or other person for whom a Member, Annual Member or Supplemental Member is responsible violates one or more of these Kendall Square Club Rules and Regulations;

11.1.4 a Member fails to pay Club Assessments or an Annual Member or Supplemental Member fails to pay Club Dues in a proper and timely manner or an Member, Annual Member or Supplemental Member fails to pay Club Fees or Club Special Use Fees;

11.1.5 a Member, Annual Member, Immediate Family Member, Supplemental Member and/or guest has injured, harmed or threatened to injure or harm 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; or

11.1.6 Any other reasons as set forth in the Kendall Square Club Rules and Regulations

11.2 Types of Suspension. Club Owner may restrict or suspend, for cause or causes described in the preceding Section, any membership or use privileges to use any or all of the Club Facilities or services. By way of example, and not as a limitation, Club Owner may suspend the membership use rights of a Lessee if such Lessee's Owner fails to pay Club Assessments due in connection with a leased Home. In addition, Club Manager may suspend some membership rights while allowing a person 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 may prohibit a Member (and/or Immediate Family Member) from using a portion of the Club Facilities. 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 or abatement of Club Assessments, Club Dues or any other fees. Under no circumstance will a person's membership privileges be reinstated until all Club Assessments, Club Dues, Club Fees, Club Special Use Fees and other amounts due to the Club are paid in full.

Other rights and remedies pertaining to suspension may be provided for in the Kendall Square Club Rules and Regulations.

12. **Destruction.** In the event of the damage by partial or total destruction by fire, windstorm, or any other casualty for which insurance shall be payable, any insurance proceeds shall be paid to Club Owner. If Club Owner elects, in Club Owner's sole and absolute discretion, to reconstruct the Club Facilities, the insurance proceeds shall be available for the purpose of reconstruction or repair of the Club; provided, however, Club Owner shall have the right to change the design or facilities comprising the Club in its sole and absolute discretion. There shall be no abatement in payments of Club Assessments of Club Dues during casualty or reconstruction. After any reconstruction or repairs have been made, if there are any insurance proceeds left over, then and in that event, the excess shall be the sole property of Club Owner. If Club Owner elects not to reconstruct the Club Facilities, Club Owner may terminate this Club Plan by document recorded in the Public Records, provided termination of the Club Plan shall not terminate Club Assessments.

13. **Risk of Loss.** Club Owner shall not be liable for, and the Members and Annual Members assume all risks that may occur by reason of, any condition or occurrence, including, but not limited to, damage to the Club on account of casualty, water or the bursting or leaking of any pipes or waste water about the Club, or from any act of negligence of any other person, or fire, or hurricane, or other act of God or force majeure, or from any cause whatsoever, occurring after the date of the recording of this Club Plan. No Member or Annual Member shall be entitled to cancel its obligations under this Club Plan or any abatement in Club Assessments of Club Dues on account of any such occurrence.

14. **Additional Indemnification of Club Owner.** THE ASSOCIATION AND EACH MEMBER COVENANT AND AGREE JOINTLY AND SEVERALLY TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE INDEMNIFIED PARTIES FROM AND AGAINST ANY AND ALL CLAIMS, SUITS, ACTIONS, CAUSES OF ACTION OR DAMAGES ARISING FROM ANY PERSONAL INJURY, LOSS OF LIFE, OR DAMAGE TO PROPERTY, SUSTAINED ON OR ABOUT THE COMMON AREAS, CLUB PROPERTY, OR OTHER PROPERTY SERVING ASSOCIATION, AND IMPROVEMENTS THEREON, OR RESULTING FROM OR ARISING OUT OF ACTIVITIES OR OPERATIONS OF ASSOCIATION OR OWNERS, AND FROM AND AGAINST ALL COSTS, EXPENSES, COURT COSTS, COUNSEL FEES, PARAPROFESSIONAL FEES (INCLUDING, BUT NOT LIMITED TO, ALL TRIAL AND APPELLATE LEVELS AND WHETHER OR NOT SUIT BE INSTITUTED), EXPENSES AND LIABILITIES INCURRED OR ARISING FROM ANY SUCH CLAIM, THE INVESTIGATION THEREOF, OR THE DEFENSE OF ANY ACTION OR PROCEEDINGS BROUGHT THEREON, AND FROM AND AGAINST ANY ORDERS, JUDGMENTS OR DECREES WHICH MAY BE ENTERED RELATING THERETO, PROVIDED, HOWEVER, THAT THE INDEMNIFIED PARTIES SHALL NOT BE INDEMNIFIED FOR LOSSES TO THE EXTENT DUE TO THEIR OWN GROSS NEGLIGENCE OR INTENTIONAL ACTS. THE INDEMNIFICATIONS PROVIDED IN THIS SECTION SHALL SURVIVE TERMINATION OF THIS CLUB PLAN. THE COSTS AND EXPENSE OF FULFILLING THIS COVENANT OF INDEMNIFICATION

SHALL BE OPERATING COSTS OF ASSOCIATION TO THE EXTENT SUCH MATTERS ARE NOT COVERED BY INSURANCE MAINTAINED BY ASSOCIATION.

15. **Estoppel.** The Association shall, from time to time, upon not less than ten (10) days' prior written notice from Club Owner, execute, acknowledge and deliver a written statement: (a) certifying that the Declaration is unmodified and in full force and effect (or, if modified, stating the nature of such modification, listing the instruments of modification, and certifying that the Declaration, as so modified, is in full force and effect); and (b) acknowledging that there are not, to the Association's knowledge, any uncured defaults by the Association, Club Owner or Owners with respect to the Declaration or this Club Plan. Any such statement may be conclusively relied upon by any prospective purchaser of Club Owner's interest. The Association's failure to deliver such statement within such time shall be conclusive evidence: (1) that the Declaration is in full force and effect; and (2) that there are no uncured defaults.

16. **No Waiver.** The failure of Club Owner in one or more instances to insist upon strict performance or observance of one or more provisions of the Club Plan or conditions hereof or to exercise any remedy, privilege or option herein conferred upon or reserved to Club Owner, shall not operate or be construed as a relinquishment or waiver of such covenant or condition or of the right to enforce the same or to exercise such privilege, option or remedy, but the same shall continue in full force and effect. The receipt by Club Owner of any payment required to be made by any person, or any part thereof, shall not be a waiver of any other payment then due, nor shall such receipt, though with knowledge of the breach of any covenant or condition hereof, operate as, or be deemed to be a waiver of such breach. No waiver of Club Owner shall be effective unless made by Club Owner in writing.

17. **Term and Covenant Running with Land.** The terms of this Club Plan shall be covenants running with Kendall Square in perpetuity and be binding on each Owner and his, her or its successors in title and assigns. Every portion of Kendall Square and property owned by Club Owner, shall be burdened with the provisions of this Club Plan. Every Owner, by acceptance of a deed, shall automatically assume and agree to comply with the provisions of this Club Plan.

18. **Resolution of Disputes.** ASSOCIATION, CLUB OWNER, AND, BY ACCEPTANCE OF A DEED, EACH OWNER AND LESSEE, AND EACH ANNUAL MEMBER AGREE THAT THIS CLUB PLAN IS A VERY COMPLEX DOCUMENT. ACCORDINGLY, ASSOCIATION, EACH OWNER, MEMBER, IMMEDIATE FAMILY MEMBER, SUPPLEMENTAL MEMBER, GUEST, LESSEE AND ANNUAL MEMBER AGREE THAT JUSTICE WILL BEST BE SERVED IF ALL DISPUTES RESPECTING THIS CLUB PLAN ARE HEARD BY A JUDGE, AND NOT A JURY. ANY CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION, WITH RESPECT TO ANY ACTION, PROCEEDING, CLAIM, COUNTERCLAIM, OR CROSS CLAIM, WHETHER IN CONTRACT AND/OR IN TORT (REGARDLESS IF THE TORT ACTION IS PRESENTLY RECOGNIZED OR NOT), INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURIES, PAIN, SUFFERING AND WRONGFUL DEATH, BASED ON, ARISING OUT OF, IN CONNECTION WITH OR IN ANY WAY RELATED TO THIS CLUB PLAN, INCLUDING ANY COURSE OF CONDUCT, COURSE OF DEALING, VERBAL OR WRITTEN STATEMENT, VALIDATION, PROTECTION,

ENFORCEMENT ACTION OR OMISSION OF ANY PARTY, SHALL BE HEARD IN A COURT PROCEEDING BY A JUDGE, AND NOT A JURY. NOTWITHSTANDING ANYTHING IN THIS CLUB PLAN TO THE CONTRARY, THE CLUB OWNER SHALL NOT BE LIABLE TO ANY MEMBER, ANNUAL MEMBER, OWNER, IMMEDIATE FAMILY MEMBER, SUPPLEMENTAL MEMBER, GUEST, OR LESSEE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES. EACH OWNER, MEMBER, IMMEDIATE FAMILY MEMBER, SUPPLEMENTAL MEMBER, GUEST, LESSEE AND ANNUAL MEMBER AGREES NOT TO BRING ANY CLAIM AGAINST CLUB OWNER AS A REPRESENTATIVE OF A CLASS OR TO PARTICIPATE AS A MEMBER IN ANY CLASS ACTION AGAINST CLUB OWNER. THIS PROVISION SHALL SURVIVE TERMINATION OF THE CLUB PLAN.

19. Venue. VENUE FOR THE RESOLUTION OF ANY DISPUTE ARISING OUT OF, REGARDING OR IN ANY WAY CONNECTED TO THE CLUB, THE CLUB PLAN OR USE OF THE CLUB FACILITIES SHALL LIE EXCLUSIVELY IN MIAMI-DADE COUNTY, FLORIDA.

20. Release. BEFORE ACCEPTING A DEED TO A HOME, OR BEFORE APPLYING FOR AN ANNUAL MEMBERSHIP, EACH OWNER AND ANNUAL MEMBER HAS AN OBLIGATION TO RETAIN AN ATTORNEY IN ORDER TO CONFIRM THE VALIDITY OF THIS CLUB PLAN. BY ACCEPTANCE OF A DEED TO A HOME OR SUBMITTAL OF AN APPLICATION FOR AN ANNUAL MEMBERSHIP, EACH OWNER AND ANNUAL MEMBER ACKNOWLEDGES THAT HE OR SHE HAS SOUGHT (OR HAD THE OPTION TO SEEK) AND RECEIVED (OR DECLINED TO OBTAIN) SUCH AN OPINION OR HAS MADE AN AFFIRMATIVE DECISION NOT TO SEEK SUCH AN OPINION. CLUB OWNER IS RELYING ON EACH OWNER AND ANNUAL MEMBER CONFIRMING IN ADVANCE OF ACQUIRING A HOME OR APPLYING FOR AN ANNUAL MEMBERSHIP THAT THIS CLUB PLAN IS VALID, FAIR AND ENFORCEABLE. SUCH RELIANCE IS DETRIMENTAL TO CLUB OWNER ACCORDINGLY, AN ESTOPPEL AND WAIVER EXISTS PROHIBITING EACH OWNER OR ANNUAL MEMBER FROM TAKING THE POSITION THAT ANY PROVISION OF THIS CLUB PLAN IS INVALID IN ANY RESPECT. AS A FURTHER MATERIAL INDUCEMENT FOR CLUB OWNER TO SUBJECT THE CLUB PROPERTY TO THIS CLUB PLAN, EACH OWNER AND ANNUAL MEMBER DOES HEREBY RELEASE, WAIVE, DISCHARGE, COVENANT NOT TO SUE, ACQUIT, SATISFY AND FOREVER DISCHARGE CLUB OWNER, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS AND ITS AFFILIATES AND ASSIGNS FROM ANY AND ALL LIABILITY, CLAIMS, COUNTERCLAIMS, DEFENSES, ACTIONS, CAUSES OF ACTION, SUITS, CONTROVERSIES, AGREEMENTS, PROMISES AND DEMANDS WHATSOEVER IN LAW OR IN EQUITY WHICH AN OWNER MAY HAVE IN THE FUTURE, OR WHICH ANY PERSONAL REPRESENTATIVE, SUCCESSOR, HEIR OR ASSIGN OF OWNER HEREAFTER CAN, SHALL OR MAY HAVE AGAINST CLUB OWNER, ITS OFFICERS, SUPERVISORS, EMPLOYEES, AND AGENTS, AND ITS AFFILIATES AND ASSIGNS, FOR, UPON OR BY REASON OF ANY MATTER, CAUSE OR THING WHATSOEVER RESPECTING THIS CLUB PLAN, OR THE EXHIBITS HERETO.

THIS RELEASE AND WAIVER IS INTENDED TO BE AS BROAD AND INCLUSIVE AS PERMITTED BY THE LAWS OF THE STATE OF FLORIDA AND SHALL SURVIVE TERMINATION OF THIS CLUB PLAN.

21. **Amendment.** Club Owner shall have the right to terminate this Club Plan or amend any portion or portions of this Club Plan as it deems appropriate in its sole discretion, at any time and from time to time, without the joinder or consent of any person or entity whatsoever, and without notice. Club Owner's right to amend under this provision is to be construed as broadly as possible. Each Owner, Member and Annual Member agrees that he, she or it has no vested property, contract or other legal or equitable rights under current statutory or case law or otherwise with respect to any provision in this Club Plan. In the event of an ambiguity arising out of or related to this Club Plan, Club Owner shall have the sole right and authority to interpret the meaning of the Club Plan and resolve any ambiguities, the determination of the Club Owner shall be binding on all parties.

22. **Severability.** Invalidation of any of the provisions of this Club Plan by judgment or court order shall in no way affect any other provision, and the remainder of this Club Plan shall remain in full force and effect.

23. **Notices.** Any notice required to be sent to any person, firm, or entity under the provisions of this Club Plan shall be deemed to have been properly sent when mailed, postpaid, hand delivered, telefaxed, e-mailed or delivered by professional carrier or overnight delivery to the last known address at the time of such mailing, provided proof of receipt is required for telefaxed or emailed delivery of notice.

24. **Florida Statutes.** Notwithstanding anything in this Club Plan to the contrary, the provisions of Chapter 190, Florida Statutes, and other laws applicable to the District, as amended from time to time, shall control in the event of a conflict with or ambiguity in the terms of this Club Plan.

25. **Headings.** The headings within this Club Plan are for convenience only and shall not be used to limit or interpret the terms hereof.

[Signatures on following page]

NOW, WHEREFORE, Vizcaya in Kendall Community Development District has set its signature and seal below this ___ day of _____, 2016.

WITNESSES:

**VIZCAYA IN KENDALL
COMMUNITY DEVELOPMENT
DISTRICT**

Print Name: _____

By: _____
Chairperson/Vice-Chairperson

Print Name: _____

_____ day of _____, 2016

ATTEST:

Secretary/Asst. Secretary

STATE OF FLORIDA }
COUNTY OF MIAMI-DADE }

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by _____, as Chairperson/Vice-Chairperson of the Board of Supervisors for **VIZCAYA IN KENDALL COMMUNITY DEVELOPMENT DISTRICT**, who is personally known and/or produced _____ as identification who being duly sworn, deposes and says that the aforementioned is true and correct to the best of his or her knowledge.

Notary Public

My commission expires:

STATE OF FLORIDA }
COUNTY OF MIAMI-DADE }

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by _____, as Secretary/Assistant Secretary of **VIZCAYA IN KENDALL COMMUNITY DEVELOPMENT DISTRICT**, who is personally known and/or produced _____ as identification who being duly sworn, deposes and says that the aforementioned is true and correct to the best of his or her knowledge.

Notary Public

My commission expires:

JOINDER

KENDALL SQUARE HOMEOWNERS ASSOCIATION, INC. ("Association") joins in the Amended and Restated Kendall Square Club Plan to which this Joinder is attached, and the terms thereof are binding upon the Association, and its successors and assigns.

IN WITNESS WHEREOF, the Association has executed this Joinder on this _____ day of _____, 2016.

WITNESSES:

KENDALL SQUARE HOMEOWNERS ASSOCIATION, INC.,
a Florida not for profit corporation

Print Name: _____

By: _____
Name: Teresa Baluja
Title: President

Print Name: _____

STATE OF FLORIDA }
COUNTY OF MIAMI-DADE }

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by Teresa Baluja, as President of **KENDALL SQUARE HOMEOWNERS ASSOCIATION, INC.**, who is personally known and/or produced _____ as identification who being duly sworn, deposes and says that the aforementioned is true and correct to the best of his or her knowledge.

Notary Public

My commission expires:

EXHIBIT "A"
CLUB PROPERTY
LEGAL DESCRIPTION

**VIZCAYA IN KENDALL
COMMUNITY DEVELOPMENT DISTRICT**

**KENDALL SQUARE CLUB
RULES AND REGULATIONS**

Adopted ____, 2016 (Resolution ____)

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VIZCAYA IN KENDALL COMMUNITY DEVELOPMENT DISTRICT

KENDALL SQUARE CLUB RULES AND REGULATIONS

Vizcaya in Kendall Community Development District (“**District**”) adopts these Kendall Square Club Rules and Regulations (the “Club Rules and Regulations”, “Club Rules”, or “Rules and Regulations”). The rights and obligations of each user of Kendall Square Club (the “**Club**”) are set forth in the Amended and Restated Kendall Square Club Plan, as amended from time to time (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 a Lessee) and every Lessee shall be a Member; provided, however, for the purposes of Membership, there shall be only one Owner or 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. “Lessee” shall mean the lessee named in any written lease respecting a Home who is legally entitled to possession of any rental Home within the Community and who has obtained the prior approval of the Association. 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. A Lessee may not exercise his or her rights as a Member until such Lessee’s lease of a Home has been submitted to District Manager. 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 the Club Manager pursuant to Section 1.1. A Lessee, for purposes of these Rules and Regulations, shall be a person or persons who obtained the prior approval of the respective homeowners or property owners association to lease a Home within the boundaries of the District pursuant to the rules, regulations, or covenants of said association entity having jurisdiction thereof.

1.2.1 Application. Each Lessee must submit an application to District 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. The Owner shall notify the District Manager in writing of the expiration of the lease or termination of Lessee's rights of occupancy under such lease, absent which the Owner shall not be deemed a Member.

1.3 Annual Members. Annual Memberships shall run from the date of acceptance of an application for membership by the District 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 District Manager in writing of the one (1) person to be designated to exercise the rights of the Entity with respect to the membership ("Designees"). Only the one (1) person designated will be considered as the Member.

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

1.4.2 Administrative Charges. The District 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. Immediate Family Members shall mean the spouse or domestic partner of the Member or Annual Member, and all unmarried children of either under the age of twenty-two (22) years of age and up to two (2) family members related to a Member by birth, adoption or marriage and who reside at the same Home as the Member. If a Member or Annual Member is unmarried, he or she may designate up to two (2) persons related by birth or adoption who are living with such Member or Annual Member as Immediate Family Members. 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 mother and daughter as Immediate Family Members. If a Member is single and lives with his son and his father and mother in a Home, the Member may designate his son and his father as an Immediate Family Member, and his mother as a Supplemental Member (hereinafter defined) (upon payment of all applicable fees). Notwithstanding the foregoing, a minor or person shall not qualify as an Immediate Family Member unless such person is living with the Member or Annual Member. Notwithstanding the foregoing, a minor who only lives with an adult parent Member during part of the year as a result of divorce, or a child of a Member or Annual Member who is serving in the Armed Services; or is currently pursuing educational opportunities at an institution of higher learning (e.g. college, university or technical school) may be deemed an Immediate Family Member. No person may claim the status of Immediate Family Member until designated by the Member or Annual Member in writing to District Manager.

1.6 Supplemental Members. A Member or Annual Member may have persons other than Immediate Family Members living with such Member or Annual Member designated

as a supplemental member ("**Supplemental Member**"). A Supplemental Member may be designated by the payment of an annual fee to the District.

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 or Supplemental Member or the District. Each Member (per Home) and each Annual Member (per Annual Membership) shall be entitled to have up to four (4) guests per visit accompany such Member or Annual Member when utilizing the Club Facilities. Additional Guest Passes may be purchased by the Member or Annual Member at the rate set forth in the current fee schedule. Guests may be required to sign a waiver form before using the Club Facilities. All Guests must be sixteen (16) years of age or older, or be accompanied by a Member, Annual Member, Supplemental Member and Immediate Family Member who is sixteen (16) years of age or older. All Guests must be accompanied by a Member, Annual Member, Immediate Family Member or Supplemental Member when using the Club Facilities. A Guest Pass is nontransferable. GUEST PRIVILEGES FOR A GUEST MAY BE CHANGED AT ANY TIME BY THE DISTRICT MANAGER. Nothing herein shall prohibit the District Board of Supervisors from implementing (1) a temporary guest policy by resolution to address long-term guests of Members or (2) a policy limiting the number of Guests per Home on a specified day, time of year, or time of day.

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, Intermediate Family Member, or Supplemental Member, as the case may be, providing caregiver services while that person is using 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. Only one Caregiver Pass is permitted per Home.

1.7.2 Guest Passes. Guest Passes give Guests access to the Club Facilities. Guest Passes may be purchased at the Club's office. A person may be a Guest for no more than thirty (30) days in a calendar year.

1.7.3 Personal Trainer. A Member, Annual Member, Immediate Family Member, or Supplemental Member may be accompanied in the Exercise Room or Pool by a personal trainer, who is retained for the purpose of providing physical fitness or exercise training, education or guidance to the Member, Annual Member, Immediate Family Member, or Supplemental Member ("**Personal Trainer**"). The Personal Trainer shall be required to pay a fee of \$10.00 for each training session, which training session shall be no more than three (3) hours in duration. A training session is defined as the providing of training to one (1) individual. Personal Trainers shall not solicit business within the Clubhouse or on the grounds of the Clubhouse, shall leave the Clubhouse when the training session is completed, and shall not utilize the Clubhouse facilities for personal business use.

1.8 Membership Cards. A maximum of four (4) Membership Cards will be issued to each Home or Annual Membership at no additional charge. Membership Cards shall only be issued to Members, Annual Members, Supplemental Members and Immediate Family Members who are sixteen (16) years of age or older. Additional Membership Cards may be purchased for Immediate Family Members for a fee.

1.8.1 Requirement to Present Card. Membership Cards, Caregiver 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 the District. 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, District Manager may promulgate supplemental or additional rules respecting the clubhouse meeting rooms, pools and the fitness center from time to time. The District 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, provided the District 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 District 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.

2.4 Alcoholic Beverages. 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 previously approved in connection with an approved (in accordance with Section 2.3 above) event, function or party.

2.5 Smoking. Smoking, including cigar and pipe smoking and the use of smokeless tobacco, is not permitted within any of the Club Facilities including, but not limited to, the pool or playground areas.

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 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 the District from liability for such use pursuant to consent form(s) provided by the District 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. Minors under sixteen (16) years of age are not permitted to use the fitness center. Minors under sixteen (16) years of age are not permitted to use the pools without adult supervision. 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, the District is not 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 District 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 District 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 The 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 the District 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, over, or beyond curbed areas. "**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 notice or warning.

3.6 Guns. Firearms and other weapons of any kind are not permitted on the Club Property at any time, except as expressly provided in any applicable Florida Statutes.

3.7 Coolers. Any coolers or similar forms or food or beverage storage brought to the Club Facilities are subject to inspection by the district manager, club manager or club staff at anytime.

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 (i) his or her car in the Parking Areas or Common Areas of the Association, and (ii) equipment, wallets, bags, jewelry, clothing, books, personal items or other possessions stored in lockers (if lockers are provided by the District), on bicycles, within cars, or left in the pool and recreation 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 the District in connection with the foregoing.

4.3 Property Belonging to the Club. Property, furniture and equipment belonging to the Club shall not be removed from the room or area in which it is located or from the Club Facilities.

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 the District. Each other person shall pay such Club Dues and Fees as established from time to time by the District.

5.1 Grace Period and Late Fee. A monthly or annual payment of Club Dues and Fees shall be deemed past due if received after the 15th of the month or 15 days after the day payment is due. 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 such late payment.

5.2 Bills and Coupon Books. Annually, the District Manager, or his or her designee, may, in its discretion, send bills or coupon books with instructions for payment of Club Dues and Fees.

5.3 Suspension. 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. Pools.

6.1 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. For purposes of these Club Rules and unless otherwise specified, all references to "pool" or "pools" shall include the swimming pool, the hot tub, and any other recreational water facility or feature intended for use by patrons. Users of Club Facilities shall keep Membership Cards, Guest Passes or Monthly Guest Passes with them and present the Membership Card, Guest Pass or Monthly Guest Pass to any staff member upon request. There shall be **NO EXCEPTIONS** to this rule.

6.2 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.

6.3 Equipment and Towels.

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

6.3.2 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.

6.4 Hours of Use. Swimming is permitted only during published open hours of the pools, which are subject to change. The pools are also 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. Any person swimming or using the pools facility outside of the published open hours of the pools may be suspended from using the facility.

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

6.6 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.

6.7 Swimming Instructors. Persons may not bring an independent swimming instructor into the pools as a Guest or otherwise.

6.8 Restrictions.

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

6.8.2 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.

6.8.3 Running, ball playing and noisy or hazardous activity will not be permitted in the pool areas. The throwing of any object is not permitted at any time within the pools or pool areas. Pushing, dunking, and dangerous games are not permitted.

6.8.4 Only floats or rafts smaller than eighteen (18) square feet, snorkels, 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 when there are more than fifty (50) persons at the pool, during weekends and holidays, or 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.

6.8.5 No diving is permitted in any of the pools.

6.9 Attire. All swimmers must wear appropriate swimming attire. Thong swimsuit bottoms, cut-offs and shorts are not considered appropriate swimwear. Long hair should be tied up or placed in a bathing cap. Children under two (2) 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 health risks associated with human waste in the pools and adjacent deck areas.

6.10 Radios and Compact Disk Players. Radios, iPods, MP3 Players, compact disk players, tape players and similar audio or video devices may only be used with earphones.

6.11 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.

6.12 Pets. No pets are permitted in the pool area at any time.

6.13 Minors. Minors under sixteen (16) years of age are not permitted to use the pools without adult supervision. Persons under the age of fourteen (14) years of age are prohibited from using the hot tub.

7. Exercise Room.

7.1 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 the District.

7.2 Membership Cards. Membership Cards and Guest Passes must be presented before any person will be given access to the Exercise Room. Guests, when accompanied by a Member, Immediate Family Member or Supplemental Family Member, are only permitted to use the Exercise Room on weekends and between the non-peak hours of 10:00 a.m. and 6:00 p.m. on weekdays.

7.3 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.

7.4 Attire. Proper attire is required; shirts or tank tops shall be worn at all times. Those utilizing the Exercise Room equipment and facilities shall not wear sandals or open-toed shoes.

7.5 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.

7.6 Personal Trainers. Except as provided in Section 1.7.3 above, persons using the Exercise Room may not train another person in the Exercise Room. Personal trainers may be made available through the Club upon prior reservation and at charges to be set by the District Manager.

7.7 Cancellation Policy. Persons using the Exercise Room must cancel appointments for special services at least 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.

8. Violation of Club Rules.

8.1 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 if, in the sole judgment of Club Manager:

8.1.1 a person submits false information on the Application for Membership;

8.1.2 the person violates one or more of these Rules and Regulations;

8.1.3 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.

8.2 Types of Suspension. Club 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. 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 Member (and/or Immediate Family Member), or Club Manager may prohibit a Member (and/or Immediate Family Member) from using the pools or other Club Facilities. 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 or any other fees and charges. During the restriction or suspension, Club Assessments, Club Dues and Club Fees 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 are paid in full.

8.3 Effective Date. Prior to the effective date of a suspension, the District Manager shall provide notice and an opportunity to be heard to the person proposed to be suspended. If the person does not submit a request to be heard in writing within the time frame set forth in the notice, the suspension shall become effective immediately upon the date provided in the notice for submitting a request to be heard; otherwise, the suspension, as may be adjusted by the District Manager after hearing, shall become effective as of the end of business on the date of the hearing.

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 the District 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 the District shall become effective on the date determined by the 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 District 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 District 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, Personal Trainers, and Guests, and for card replacement, rentals and deposits shall be established by Resolution of the District Board of Supervisors in accordance with Section 190.035, Florida Statutes.

**VIZCAYA IN KENDALL
COMMUNITY DEVELOPMENT DISTRICT**

KENDALL SQUARE CLUB

**SCHEDULE OF
HOURS OF OPERATION
DUES, FEES AND CHARGES
AREAS & FEES FOR RENTAL
RENTAL POLICIES, PROCEDURES AND REGULATIONS
(the "Club Schedule")**

HOURS OF OPERATION

CLUB FACILITY	HOURS
CLUB HOUSE	Monday - Friday: 8:00 am to 8:00 pm* Saturday - Sunday 10:00 am to 8:00 pm*
FITNESS CENTER	Monday - Friday: 6:00 am to 11:00 pm * Saturday - Sunday: 6:00 am to 11:00 pm*
POOL	Monday - Friday: 8:00 am to Sunset* Saturday - Sunday 10:00 am to Sunset*
	*Hours subject to change by District Manager

CLUB DUES, FEES AND CHARGES

CATEGORY	AMOUNT
ANNUAL MEMBER CLUB DUES – Residents ⁽¹⁾	*\$1,432.47
ANNUAL MEMBER CLUB DUES – Non-Residents	*\$1,432.47
SUPPLEMENTAL MEMBER ANNUAL FEE	\$150.00
GUEST PASS FEE	\$10.00
PERSONAL TRAINER FEE	\$10.00
LEASE APPLICATION PROCESSING FEE	\$50.00
MEMBERSHIP CARD REPLACEMENT FEE	\$10.00
ADDITIONAL MEMBERSHIP CARDS (per Section 1.8 of Club Rules)	\$40.00
LATE PAYMENT FEES	\$25.00 PER MONTH

- * Annual Member club Dues are calculated on a fiscal year basis based on the District's fiscal year, which runs from October 1st through September 30th of the following year.
- (1) Residents fees are levied within the property taxes. One member per unit, it does not include tenants, or the member will have to assign his/her membership rights to the tenant for the duration of the tenancy. Annual amount until be grossed up 4% for discounts as it is included on the Miami – Dade County tax bill.

FACILITY RENTAL FEES AND DEPOSITS REQUIRED FOR RENTAL

MULTI-PURPOSE ROOM- 4 hours (Available during & after hours, includes multi-purpose room with kitchen, may be use for all types of events. No other club amenities/areas are included in the rental).

MONDAY-THURSDAY: \$250.00 Non-Refundable Fee + \$250.00 Deposit (Refundable) + \$40.00 Optional Cleaning Fee* + \$40.00 per additional hour up to 11:59 pm.

FRIDAY-SUNDAY: \$250.00 Non-Refundable Fee + \$250.00 Deposit (Refundable) + \$40.00 Optional Cleaning Fee* + \$40.00 per additional hour up to 11:59 pm.

FOR AFTER HOURS EVENTS, THE RENTER WILL BE REQUIRED TO PAY ADDITIONAL \$15.00 PER EACH HOUR OR PART THEREOF FOR FACILITY RENTAL

IF ALCOHOL IS TO BE CONSUMED, A GUARD FEE OF \$45.00 PER HOUR IS CHARGED FOR ALL HOURS GUARD IS PRESENT. AS DETERMINED BY CLUB MANAGER, IF EVENT REQUIRES CLUB FACILITY MONITOR AND POLICE/TRAFFIC CONTROL MONITOR, THE RENTER WILL PAY ADDITIONAL \$45.00 PER SERVICE PER HOUR. DISTRICT SHALL HAVE THE DISCRETION TO REQUIRE THE RENTER TO HIRE AN OFF-DUTY LAW ENFORCEMENT OFFICER, FOR WHICH THERE MAY BE A MINIMUM NUMBER OF HOURS CHARGED TO THE RENTER.

THW RENTER IS ALLOWED ONE HOUR BEFORE THE EVENT FOR PREPARATION AND ONE HOUR AFTER FOR CLEANING. IT IS IN THE AFTER INSPECTION WHERE IT WILL BE DETERMINED IF ADDITIONAL CLEAN IS REQUIRED IN WHICH CASE THE COLLECTED FEES WILL BE USED. IF ADDITIONAL CLEAN-UP IS NECESSARY, IN THE DISCRETION OF THE CLUB MANAGER, SHALL BE \$20.00 PER HOUR THAT WILL BE CHARGED TO THE RENTER.

DEPOSIT REQUIREMENT: A deposit is required in advance for all rentals of the Club Facilities. The deposit shall be paid by the Renter in the form of check or money order along with copy of the Renter's driver's license. In the event that the Renter does not cancel the reservation within fifteen (15) days prior to the event (or such other date reasonably determined by the Club Manager for reservations made within fifteen (15) days of the event), the Club will retain the full amount of the deposit as liquidated damages. If the Club Facility after the event and the inspection by the Club Manager (or its representative attendant) is in good order (e.g., there is no damage to walls, area, or equipment, the Club Facility is clean (including the removal and proper disposal of all party balloons, strings, trash, etc.), and the Club Facility is restored to the condition existing prior to the function), then the full amount of the Deposit shall be refunded. If any damage is found, or if janitorial services or staff time are required to clean or restore the Club Facility, then the Club Manager will apply the deposit to pay all costs of repairs and the expense of janitorial services and staff time in full, with any remaining deposit refunded (provided that if the deposit is not sufficient to pay such costs and expenses in full, the Renter shall remain liable to pay the District the balance of such costs and expenses).

FITNESS CENTER-

May NOT be rented for private functions.

ADDITIONAL REGULATIONS:

1. **Limited Time to Rent:** Reservations can be made no more than ninety (90) days in advance.
2. **Fees include:** Fees are just for the area being rented, they do not include chairs, tables, or set-up fees.
3. **Inspections:** Inspections are performed within 24-hours after the end of your event. It is not required to call District and ask for status of inspection.
4. **Deposits:** If a deposit is made by check or money order, the Club Manager may cash such check or money order before the event or hold such check or money order pending the event. If the Club Manager holds the deposit check or money order, and no costs and expenses are chargeable against the deposit, then the check or money order will be voided and will be returned to the Renter via by mail. If Club Manager holds the deposit check or money order and costs and expenses are chargeable against the deposit, the Club Manager may cash the deposit and refund any amount due the Renter by the District check via mail.
5. **Janitorial:** The Renter is responsible for full clean up of area rented, this includes the removal and proper disposal of all decorations, balloons and trash, and the cleaning of floors, kitchen area, District barbeque grills, etc. If the Club Manager determines that additional janitorial services are required beyond that which is covered by the Cleaning Fee in order to put the Club Facility back to the same condition prior to the event, the costs of such additional janitorial services (with a minimum fee of \$20.00) will be charged to the Renter.
6. **Time Slots:** Rental of any area must fit within one of the time frames ("Rental Times") provided by the Club. Only one (1) event will be reserved per day.

RULES OF USE FOR THE CLUB CLUBHOUSE AREAS RENTALS

I. GENERAL RULES.

A. The Kendall Square Club Facilities rental areas are available to the public upon application and acceptance by the Club Manager. For official meetings and official functions of the Kendall Square Homeowners Association, Inc., and its Board of Directors and Committees, there is no charge for use of a Club Area, except for lease of office space for which rent will be charged to the Association.

B. A Club Area may be reserved only by an applicant in good standing (the "Renter"). Reservations must be requested at least fourteen (14) days prior to event, but no more than ninety (90) days in advance through the Club Manager. Reservation requests shall be accepted on a first-come, first-served basis. Requests shall be noted and filed by the Club Manager and marked on a calendar maintained by the Club Manager. Reservation

requests and applications are not accepted unless accompanied by payment of all required fees and deposits and receipt of a fully executed application form.

C. Written notice of cancellation must be received no later than ten (10) days prior to the event date and time. Cancellations received less than ten (10) days prior to the event date and time will result in the forfeiture of the non-refundable rental fee.

D. Club Areas may not be used for any profit-making activities. No advertising will be permitted and no charge or admittance fee will be allowed nor is it to be charged by the applicant for the event.

E. The Renter agrees to be personally in attendance during the reserved hours. Only the approved the Renter reserving the Club Area may gain access to the Club Area, no more than one (1) hours before the event. Approved Renters may gain access to the Club Area by using their swipe cards. Any change in plans, caterer, deliveries or number of guests must be communicated to and cleared with the Club Manager prior to the date of the event. The Renter agrees to pay all key, swipe-key system and lock replacement costs resulting from misuse, loss or damage to the swipe-key system, lock, or doors.

F. The Renter agrees to assume full financial responsibility for any loss or damage to the Club Area, the furniture, furnishings and equipment, and adjacent premises, including the parking lot, as a result of the Club Area use and for the proper conduct of guests or other persons employed or otherwise engaged by the Renter while they are on the Club premises, whether inside or outside of the building or Club Area. Such damage amounts shall not be limited to the amount of the any security deposit received.

G. Prior to the use of the Club Area by the Renter, the Club Manager shall inspect the Area with a prepared checklist. The same checklist will be used to re-inspect the Area after the event. If the Club Area is in its original condition and there are no other charges or rules' violations, the security deposit shall be refunded. If the Club Area is not in its original condition or there are other charges, damages or loss sustained, those costs and charges will be deducted from the security deposit. If there are covenants or rules' violations, the security deposit will be withheld until after a rules' violation hearing has been held and a decision rendered as to whether charges will be assessed. Any difference over the original deposit will be charged to the Renter and shall be payable on demand.

H. Furniture and furnishings may be removed from the Club Area and, at the conclusion of the event, all furniture and furnishings must be returned to the same position and in their original condition as prior to the event.

I. All events shall be confined to the Club Area reserved. However, use of nearby restroom facilities is permitted. The Renters must advise their guests of Club Rules and Regulations, the guest parking areas available, and that spaces are on a first-come, first-served basis. All guests must go directly to the Club Area where the event is being held. No loitering or disturbing noises in the common areas shall be permitted. In no instance may parties or gatherings extend to halls or any other Club Areas within or outside of the

building. These other common area facilities adjacent to the Club Area may be used by other Club users while a Renter's function is in progress in the Club Area.

J. The number of persons in attendance in the Club Area is limited by the posted number, according to the applicable Fire Codes.

K. Parties or events for minors under the age of eighteen (18) years are required to be continuously chaperoned by the Renter hosting the event. Two (2) adult chaperones are required for every ten (10) minors in attendance. The Renter and chaperone(s) must be present throughout the entire event.

L. Smoking is prohibited in the Club Areas, restrooms, or the Clubhouse. Use and/or availability of alcoholic beverages will be in accordance with the Florida State and County Alcoholic Beverage Control laws (no monies allowed to be exchanged, no alcohol for persons under 21, etc.).

M. Use of the Club Areas and all facilities by the Renter and all guests must be at all times in compliance with Federal, State and local laws, statutes and ordinances as well as all Club Rules, including these Rules. A Renter shall not permit the use of the Club Areas or other Club property for any unlawful purpose, nor will any act be performed or permitted which will unreasonably interfere with the rights, comforts, or convenience of other Club users. The Renter will maintain volume of music and noise at a level sufficiently reduced so as not to disturb other Club users. Playing of loud amplified music is not permitted. Speakers must be placed on tables or elevated stands away from walls to reduce transmission of sound and/or vibrations to adjacent parts of the building. Foam rubber pads or other similar acoustical materials must be placed beneath each speaker. The Club Area's doors and windows must remain closed during any event or function.

N. The Renter agrees that any decorations or the decorating of the Club Area must be done in a manner so as not to cause any damage to any area of the Clubhouse. Decorations must not be attached to or hung from any sprinklers, ceilings, lights or wallpaper and must be fire resistant. The use of tape, nails, tacks, staples and any substance or item which may cause permanent damage are not permitted to be used to attach decoration or other items to the walls, doors, door trim, windows, furniture or any other surfaces in the Club Area.

O. The Renter agrees to remove and properly dispose of all personal property immediately after the event, such as dishes, foods, bottles, trash, decorations, etc., and to leave the Club Area and adjacent premises in good conditions similar to that of the original condition of the Club Area and adjacent premises prior to the function. Nothing should be left in the refrigerator and the garbage disposal must be empty. The Club Area must be cleaned and restored to its pre-event condition by the Applicant one (1) hour after the event. Arrangements must be made with the Club Manager concerning delivery and removal of any rented tables, chairs, or catering items if unable to be picked up by the rental company immediately following the function or if after 11:00 P.M. must be removed by 10:00 A.M. the following day. Deliveries and removal of food, tables,

musical equipment, or caterers providing service, will be permitted during certain hours from 9 A.M. through 8 P.M. on weekdays. The Renter must be present to deal and meet with the rental or service companies for delivery or pick up.

P. The Club Owner and Club Manager and its agents will not be responsible for the loss or damage of any personal effects, dishes, equipment, decorations or food. Any personal property or items left unattended after the event will be considered abandoned and will be removed for disposal.

Q. All music and noise making activities must stop by the prescribed hour. The Club Area must be returned to their original condition, vacated of people, lights out (except for one which should be left on), window shades placed in the up position, the room secured and the door locked by the prescribed closing hours. Adjacent restrooms should be left in the same condition as they were in prior to the event with lights out.

R. The Club Owner and Club Manager each reserve the right, at any time prior to or during the function to immediately revoke the approval granted herein and immediately suspend the right of use of the Club Area by the Renter and his or her guests and require the Renter and guests to vacate the premises during the function if it is determined that there were misrepresentations set forth in the rent agreement or if there is any violation of the Association's declaration or rules or damage to property or violation of any Federal, State or local laws, statutes or ordinances. Such revocation, suspension and vacation of the premises will also result in no refund of the use fee. Such determination to revoke, suspend and vacate the premises shall be within the sole discretion of the Club Owner or Club Manager. If the Renter fails to abate noise, excessively loud music or any other disturbing activities when requested to do so, the Club Owner and Club Manager are each authorized and directed to immediately revoke the approval, suspend the right of use and vacate the Club Area and/or to call the local police. A partial refund is in the Club Manager's discretion if use is suspended for reasons other than rules' violations or damages. The full security deposit and use fee may be refunded if the Club Area use is suspended, in the absence of rules' violations or damages, prior to the start of the function or if the application is not approved, except as otherwise provided herein.

S. The Club Manager and Club Owner shall have free access to the Club Area and adjacent facilities at all times.

T. All trash and garbage should be properly bagged and sealed and deposited in the outside trash dumpster. Spilled liquids or food must be cleaned from the floors, counters, walls, furniture or other surfaces. A charge of \$20.00 per hour/per worker will be assessed to cover additional cleanup if the Club Owner or Club Manager deems it necessary.

U. No candles or other open flame items are permitted. Food warming trays may be used only under the strict supervision of a caterer or attendant and must be removed from the premises at the conclusion of the event.

V. Violation of any provision of the Club Rules and Regulations, including this Club Schedule, constitute grounds for Club Manager to prohibit a Renter from using the Club Area for a period of one year and suspension of the use of other services and Club facilities for up to one year for rules violation.

W. The Renter assumes sole and total responsibility for any property damage, injury or accident to any person arising out of the Club Area use. The Renter further agrees on behalf of itself and its guests and invitees to indemnify, reimburse and hold the Club Owner and Club Manager harmless for any and all violations of any and all Federal, State or local laws, statutes or ordinances, and to indemnify, reimburse and hold the Club Owner and Club Manager harmless for any and all losses, damages, causes of actions claims, proceedings, and/or injuries sustained, including attorneys fees, arising out of or related to Applicant's and his or her guests' or invitees' use of the Club Area.

V. No pets, except trained see-eye dogs used by a blind Renter or guest, are permitted in the Club Area's.

W. Any Club Area that is rented must be cleaned. If the Club Area is not found as it was given to you, a portion of the Renter's deposit will be kept. Renter must broom, vacuum, and mop the grand room if it is used. The counter tops and tables need to be wiped down. All trash must be taken with you and not left in the room. The Club does not provide any trash bags for the party. The Club will provide the Renter with the broom, mop, and vacuum. All other cleaning supplies must be brought by the Renter.

X. The Club Area will be available for use only between the hours of 8:00 A.M. - 11:59 P.M. Under no circumstances will time be extended past 11:59 PM.

Y. The District Manager may waive or amend any of the above requirements in its reasonable discretion, provided such waivers must be in writing and signed by the District Manager and the Renter.

Z. The form of Facility Rental Agreement, Clubhouse Areas Inspection Form and Access Card Control Information Sheet attached below are approved for use by the Club Manager.

**FOR ANY ADDITIONAL INFORMATION PLEASE CHECK WITH THE CLUB
ADMINISTRATIVE OFFICES FROM MONDAY-FRIDAY 8:00 AM -12:00 PM
YOU MUST HAVE AN APPOINTMENT IN ORDER TO RESERVE A DATE**

KENDALL SQUARE CLUB
Facility Rental Agreement
Vizcaya in Kendall Community Development District

This Agreement is by and between **Vizcaya in Kendall Community Development District** (the “**District**”) and a **Renter** who is further defined as a: *(check one) Kendall Square Club Member or Annual Member _____ or General Public User _____*. This Agreement is for the rental of a portion of the “**Kendall Square Club**” facility, to be used for a private function (the “**Club Facility**”), and shall be subject to the terms and conditions set forth in the “*Kendall Square Club Rules and Regulations*”(referred to in this Agreement as the “**Club Rules and Regulations**”), which document is attached hereto and made a part hereof and the “*Kendall Square Club Schedule Of Hours Of Operation, Dues, Fees And Charges, Areas & Fees For Rental, Rental Policies, Procedures And Regulations*” (referred to in this Agreement as the “**Club Schedule**”), which document is attached hereto and made a part hereof. To the extent of any conflict between the terms of this Agreement and the terms of the Rules and Regulations and Club Schedule, the terms of the Rules and Regulations shall prevail over the terms of the Club Schedule and this Agreement, and the terms of the Club Schedule shall prevail over the terms of this Agreement.

Renter: (print clearly) _____

Phone: Home _____ Work: _____ Cell: _____

Fax: _____

Renter’s Address: _____

Date of Function: _____ Time From _____ To _____

1. **Club Facility** (s) being requested:
A) Multi-purpose Room _____

(Note: use of fitness center is prohibited)

2. **Purpose** of rental: _____

Number of people expected to attend this function: _____

Renter will:

Serve Food: Yes _____ No _____

(Note: The District reserves the right to establish and enforce a list of approved caterers)

Serve Alcohol: Yes _____ No _____

(Note: Alcohol is not to be sold on the premises at any time.)

Provide Music: Yes _____ No _____

If "Yes" state type of music: (Live Band, Stereo, etc.)

(Note: If music can be heard by surrounding neighbors, it is too loud.)

All requests are subject to the approval of the District's Club Manager.
Reservations will be granted on a first come, first served basis.

Time Slots for Reservations (4 Hours each):

Multi-purpose Room time slots:

Sunday - Thursday

Friday - Saturday

8:00 AM - 2:00 PM _____

8:00 AM - 2:00 PM _____

3:00 PM - 11:00 PM _____

3:00 PM - 11:00 PM _____

Other: _____

3. Fee Schedule & Usage: See Attached Rental Schedule

4. Reservations, Applications, Payment of Fees:

The Rental Fee and Deposit must accompany this application and will be cashed upon receipt. The Club Manager may not accept an application or confirm reserved space without receipt of 100% of the Deposit and Rental Fee. Rental Fees and Deposits must be received at least fourteen (14) days in advance of the function to allow time for bank clearance of the checks. Shorter time frames will require cashier's checks, certified checks or money orders. Payments are made to: "Vizcaya at Kendall Community Development District."

5. Deposit Refund, Inspection:

If the Club Facility being rented and other Club Areas are left in acceptable condition after the event, no damage or loss has occurred, and there have been no infractions of the Rental Schedule as deemed by the Club Manager's inspection, the Deposit will be fully refunded. The Deposit, or portion thereof, will be refunded by the District Office within thirty (30) days after receipt of the signed "Cleaning & Usage Checklist" inspection form. The Renter is entitled to be present during that inspection. If the Renter is not present during the inspection, the Club Manager will mail a copy of the final inspection, based upon the "Cleaning & Usage Checklist," to the Renter.

The Renter is responsible for the repair or replacement of all Club property, indoors and outdoors, damaged or lost during the function. This responsibility shall remain in effect until the Club Manager completes its portion of the "Cleaning & Usage Checklist" inspection form and the facility(s) keys are returned.

The Renter is also responsible for cleaning that portion of the Club Facility and other impacted Club Areas used after use, unless payment and arrangements have been made with the Club Manager for cleaning by the District's cleaning contractor. In such event, the Renter is still responsible for removing all event debris and trash from the premises and its proper disposal immediately following the function. Cleaning is to be in accordance with the "Cleaning & Usage Checklist." Charges for unacceptable conditions not listed in the cleaning checklist will be added if they occur.

All trash, garbage, trays, decorations, etc., must be removed from the premises and properly disposed of at the conclusion of the function.

6. **Additional Renter Responsibilities:**

- a) The Renter making the reservation must be in attendance for the ENTIRE duration of the function and is responsible for the conduct of all guests.

At the discretion of the Club Manager, Renters may be required to pay a reasonable hourly fee for a Club Manager appointed "*facility monitor*" or "*police/traffic control monitor*" during the hours of the special event. The need for such fee would be determined during the review process based upon the nature of the event and the history of the Renter. Should a monitor be required, the Renter would be notified prior to the Club Manager accepting the facility engagement. The Renter would have the right to withdraw the Application for facility's rental.

- b) Under no circumstances may Renter or guests mark the walls, ceilings and furnishings in any way, to include decorations, signs, tape, tacks, etc.
- c) All guest cars must be properly parked in the parking lot area only and the parking and driveway area must be clean of any party-related debris after the function. Absolutely NO PARKING ON GRASS. Any infractions may damage the irrigation system or landscaping. Such damages will be back charged to the Renter.
- d) Renters and/or guests are absolutely NOT allowed in the Swimming Pool, Fitness Center or Club lounge areas during a function.
- e) Closing time for private functions is **11:59 PM, if extended.** cleaning must be completed before check-out time at 10:00 a.m. the morning after the function, or by other arrangements made with the Club Manager. **Short term Rentals (4 hours) shall be cleaned within the rental period, unless a cleaning service is scheduled.**

Note: Any infractions of the Club Rules and Regulations or Club Schedule, or any disturbances created as a result of the function, will require the Renter to appear before the District Board of Supervisors for approval of any future reservations. The Board of Supervisors has the right to suspend privileges of any Renter who has, in the opinion of the Board, abused the terms of this Agreement, the Rules and Regulations or the Club Schedule. An automatic 60-day non-use penalty will be imposed at the time of said infraction or damage until the matter can be brought before the Board for its decision. If there is property damage in excess of the Deposit, the Board reserves the right to bill the Renter for the damage and to pursue collection to recover the funds.

I understand and agree to abide by the above and understand that I am responsible for any loss or damage to Club Facilities, Club Property and Association Common Areas which may occur as a result of this function and rental.

This AGREEMENT entered into on (date) _____

Photo ID is required, one or two forms of ID may be required by the Club Manager:

Signature of the RENTER: _____

If a corporation, print name of above signature _____ Title: _____

Name of Club Manager _____

Signature _____

Copy of Renter's Photo ID attached: _____ Copies of 2 separate checks attached: _____

KENDALL SQUARE CLUB Clubhouse Areas Inspection Form

	Pre-Event Inspection	Post-Event Inspection
1. Exterior Doors	_____	_____
2. Women's Bathroom	_____	_____
3. Men's Bathroom	_____	_____
4. Kitchen	_____	_____
Floor	_____	_____
Counter Top/Sink	_____	_____
Cabinet's	_____	_____
Appliances	_____	_____
5. Carpeting	_____	_____
6. Furniture Sofa	_____	_____
7. Furniture Loveseat	_____	_____
8. Coffee/End tables	_____	_____
9. Chairs and tables	_____	_____
10. Interior Decor	_____	_____
11. Walls	_____	_____
12. Windows	_____	_____
13. Interior Doors	_____	_____
14. Interior window shades	_____	_____
15. Exterior (rails, plants, etc.)	_____	_____
16. Pool tables	_____	_____
17. Pool chairs	_____	_____
18. Height back pool chairs	_____	_____
19. Playground/tot Lot	_____	_____
20. Others	_____	_____
Comments:		

Pre-Event Inspection: _____ Date _____ Time _____
Signature of Applicant

Pre-Event Inspection: _____ Date _____ Time _____
Signature of Authorized Agent
Bellagio Community Development District

Post-Event Inspection: _____ Date _____ Time _____
Signature of Applicant

Post-Event Inspection: _____ Date _____ Time _____
Signature of Authorized Agent:
Bellagio Community Development District

**VIZCAYA IN KENDALL COMMUNITY DEVELOPMENT
DISTRICT
KENDALL SQUARE CLUB**

ACCESS CARD CONTROL INFORMATION SHEET

Applicant(s):	Access Card # 1	Access Card # 2
Property Address:	Access Card # 3	Access Card # 4
Home Phone #	Work Phone #	
Cellular Phone #	Email Address, if any	
Mailing Address (if different)		
City	State	Zip Code
Immediate Family Members		
Last	First	Age
		Relationship
		Day Phone #, if diff
Name of Approved Lessee(s) (if Applicant is resident within the District):		
Home Phone #	Work Phone #	
Cellular Phone #	Email Address, if any	

I **authorize** my Lessee(s) to have an Access Card(s) on my behalf. Yes ___ No ___
N/A ___

Applicant Signature: _____ Date: _____

With the signing of this form I acknowledge that I have received the Access Card(s) stated above and that if my card is lost I will contact the Club Manager immediately

to terminate the card from the system. In addition, if there is a change in tenant I will collect the card from the previous Lessee and inform management.

_____ Date: _____
Signature of Applicant

Print Name: _____