

**ORCHID GROVE  
COMMUNITY DEVELOPMENT DISTRICT**

**CLUB  
RULES AND REGULATIONS**

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# ORCHID GROVE COMMUNITY DEVELOPMENT DISTRICT

## CLUB RULES AND REGULATIONS

Orchid Grove Community Development District (“**District**”) adopts these Clubhouse Rules and Regulations (the “**Club Rules**”). The rights and obligations of each user of Clubhouse (the “**Club**”) are set forth in these Club Rules.

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.

“**Association**” shall mean Orchid Grove Association, Inc., its successors and assigns.

“**Club**” shall mean the parcel of property identified as Clubhouse of Cypress Grove, Plat Book 175, Pages 137 through 150, as recorded in the public records of Broward County, Florida, and shall further mean the Club Property and all facilities constructed thereon subject to additions and deletions made by the District from time to time.

“**Club Dues**” shall mean the charges for use of the Club Facilities to be paid by the Annual Members.

“**Club Facilities**” shall mean the actual facilities, improvements and personal property which District shall actually have made available to Members, Annual Members and other persons entitled to access the Club Facilities pursuant to Section 2., including the pool areas unless otherwise indicated. THE CLUB FACILITIES ARE SUBJECT TO CHANGE AT ANY TIME AT DISTRICT’S SOLE AND ABSOLUTE DISCRETION.

“**Club Fees**” shall mean the rates, fees, rentals and other charges determined from time to time by the District for the use of the Club Facilities and services by Members and Annual Member, 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. District reserves the right to designate the Club Manager in District’s sole and absolute discretion.

“**District**” shall mean Orchid Grove Community Development District, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, being situated in Pompano Beach, Broward County, Florida.

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

**“Home”** shall mean a residential unit within the Orchid Grove Community.

**“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 her 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.

**“Owner”** shall mean the owner of a home as shown on the records of the Property Appraiser for Broward County, Florida.

## 2. **Membership.**

2.1 **Members.** Every Owner (other than an Owner who has leased his or her 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.

2.2 **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 Orchid Grove Community and who has obtained the prior approval of the Association. If there is more than one Lessee of a Home, only one of the persons occupying the Home shall be considered a Member. A Lessee may not exercise his or her rights as a Member until the 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 2.1. A Lessee, for purposes of these Club Rules, shall be a person or persons who obtained the prior approval of the Association to lease a Home within the boundaries of the District pursuant to the rules, regulations, or covenants of the Association.

2.2.1 **Application.** Each Lessee must submit an application to the District Manager along with a copy of his or her lease, and Lease Certificate of Approval from the Association and obtain a document, FOB, or other electronic device (“Evidence of Membership”) issued by the District Manager before his or her membership rights will be recognized. Each Lessee shall notify the District Manager of any changes in the terms of such lease.

2.2.2 **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.

2.2.3 **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.

2.3 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 District fiscal year, September 30. Annual Membership renewals shall run from the beginning of the District fiscal year, October 1<sup>st</sup> to September 30<sup>th</sup> of the succeeding year. Annual Dues shall be payable by the Annual Member in advance of the District fiscal year, which shall be prorated for applications accepted during the initial fiscal year.

2.4 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.

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

2.4.2 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.

2.5 Immediate Family Members. Immediate Family Members shall mean the spouse 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 or at the same residence as the Annual Member. If a Member or Annual Member is unmarried, he or she may designate one (1) person who is living with such Member or Annual Member as an adult Immediate Family Member. By way of example, if a Member is single and her twelve year old daughter and her mother live with such Member, the Member may designate her mother as an Immediate Family Member. If a Member is single and lives with his father and mother in a Home, the Member may designate both his father and mother as an Immediate Family Member (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, service in the Armed Services, or pursuit of educational opportunities at an institution of higher learning shall 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.

2.6 Guests. Up to four (4) guests may be permitted to enter the Club Facilities and must be accompanied at all times by a Member, Annual Member or Immediate Family Member who is sixteen (16) years of age or older.

2.7 Caregivers. A caregiver or other person who provides medical, nursing or child care to a Member, Annual Member or Immediate Family Member while within the Club Facilities will be permitted to access the Club Facilities in the company of the Member, Annual Member or Intermediate Family Member, as the case may be, to provide caregiver services while that person is using the Club Facilities. Such caregiver is not permitted to utilize the Club Facilities other than to accompany the person or persons under their care. Only one person per household shall serve as a Caregiver with access to the Club Facilities at any one time.

2.8. Personal Trainers. A Member, Annual Member, or Immediate Family Member may be accompanied in the Fitness Center 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 or Immediate Family 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 Club Facilities or on the surrounding grounds, shall leave the Club Facilities when the training session is completed, and shall not utilize the Club Facilities for personal business use. Prior to providing services, the personal trainer shall provide the District with a certificate of adequate insurance, as determined by the District Manager of the District, and naming the District as an additional insured.

2.9 Evidence of Membership. At the option of the District Manager, a Membership Card, FOB, access card or other Evidence of Membership may be issued to each Member, Annual Member and Immediate Family Member who is sixteen (16) years of age or older. If issued, the following requirements shall apply:

2.9.1 Requirement to Evidence of Membership. Evidence of Membership must be presented when requested by the District Manager or his/her designee for use of the Club Facilities.

2.9.2 Transfer of Evidence of Membership. Membership Cards FOBs, access cards or other Membership of Evidence are not transferable. A Membership Card, FOB, access card or other Evidence of Membership may not be used by any person other than the person to whom it is issued. Any Evidence of Membership as described herein is property of the District.

2.9.3 Lost Cards. The Club Manager shall be notified in writing of a lost or stolen Membership Card, FOB, access card or Evidence of Membership. The replacement fee for such Evidence of Membership Card shall be established from time to time by the District Manager. If an unauthorized person uses the Evidence of Membership issued by the District, the Member or Annual Member shall be liable for any loss, damage, or expense resulting from such unauthorized use.

### 3. The Club Facilities.

3.1 Club Rules. All Club Rules are available for inspection at the Club Facilities and on the District website. Before using the various Club Facilities, users should

become familiar with and observe all Club Rules. The District Manager may promulgate supplemental or additional rules respecting the clubhouse meeting rooms, pool 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.

3.2 The Club Facilities. The Club Facilities 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.

3.3 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. Unless otherwise provided by Resolution of the Board of Supervisors, the Function Room located in the Club Facilities will be available for only one private party, function or event between Friday – Sunday of any week, during such hours as established by the District Manager, and on a first come, first served basis. 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. In the event the sponsor does not pay all fees and costs assessed for use of the Club Facilities in connection with the private party, function or event, the Member's use of the Club Facilities shall be suspended until such fees and costs are paid in full.

3.4 Alcoholic Beverages. No person may enter or leave the Club Facilities with any alcoholic beverage. It is the intent of these Club 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 3.3 above) event, function or party.

3.5 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 area.

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

3.7 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. For purposes of these Rules, an adult is an individual eighteen (18) years of age or older.

3.8 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.

4. **General Rules.**

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

4.2 Bikes and Skates. Skates, in-line skates, skateboards, and bikes may be used on paved driveways and sidewalks within the Orchid Grove Community 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.

4.3 Abuse of Club Employees. Persons using the Club Facilities may not abuse any of the employees or vendors, verbally or otherwise.

4.4 Pets. No pets (with the exception of those defined as service animals under Florida law and assisting persons with disabilities) are permitted on any portion of the property comprising the Club Facilities including, without limitation, the pool area and any other areas surrounding the Club Facilities.

4.5 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. Any vehicles parked in violation of this section are subject to being towed without notice or warning.

5. **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 and Guests, and the personal property of all of the foregoing. Any personal property or items left unattended shall be considered abandoned and will be removed for disposal.

5.1 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.

5.2 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 District, or who engages in any contest, game, function, exercise, competition or

other activity operated, organized, arranged or sponsored by the District, either on or off the Club Facilities and the surrounding area, shall do so at their own risk. Every person shall be liable for any property damage and/or personal injury at the Club Facilities or surrounding area, or at any activity or function operated, organized, arranged or sponsored by the District, caused by such person. All Members, Annual Members and Immediate Family Members shall be jointly and severally liable to the District in connection with the foregoing.

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

6. Obligation to Pay Club Assessments and Dues. Each Owner shall pay Club Assessments when due in accordance with law. Each Annual Member shall pay Annual Club Dues in advance to the District. Each person entitled to utilize the Club Facilities shall pay such Club Fees as established from time to time by the District.

6.1 Grace Period and Late Fee. A required payment of Club Dues and Fees shall be deemed past due if received more than 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 District in processing such late payment.

6.2 Suspension. Notwithstanding any suspension of Membership, an Owner shall remain liable for Club Assessments. 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 same 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.

7. Pool.

7.1 Presentation of Evidence of Membership. Users of Club Facilities shall keep their Evidence of Membership with them and present same to any staff member upon request. There shall be **NO EXCEPTIONS** to this rule.

7.2 Risk of Use. Use of the pool is at the swimmer's own risk. Without limiting any other provision of the Club Rules, each person is personally responsible for any injury to his or her Immediate Family Members and Guests using the pool. **NO LIFEGUARDS ARE ON DUTY AT THE POOLS.**

7.3 Equipment and Towels.

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

7.3.2 Equipment and Furniture. Any equipment furnished by Club (if made available for use) is the property of the District and should be returned to the Club Manager. Chaise lounges and other outdoor furniture are available for use at no charge. All persons using pool furniture must cover the furniture with a towel when using suntan lotions.

The use of these lotions could stain or damage the furniture. Damage caused by such products must be repaired by the responsible user.

7.4 Hours of Use. Swimming is permitted only during published open hours of the pool, which are subject to change. No swimming or use of the pool is permitted when the pool is closed, whether outside the published hours or for maintenance and repair purposes.

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

7.6 Swimming Instructors. Except as provided in Section 2.8 of these Club Rules, persons may not bring an independent swimming instructor into the pool as a Guest or otherwise.

7.7 Restrictions. Glass objects and sharp objects are not permitted in the pool area. Food or beverages may be brought into the pool area, however, such food or beverages must be removed or disposed of after use. Running, ball playing and noisy or hazardous activity will not be permitted in the pool area. Pushing, dunking, and dangerous games are not permitted. Dive masks, swim goggles, and snorkel tubes may be utilized in the pool. No diving is permitted in the pool. The throwing of any object is not permitted at any time within the pool or pool area. Alcoholic beverages are **not** permitted in the pool or pool area at any time.

7.8 Attire. All swimmers must wear appropriate swimming attire. Thongs, cut-offs and shorts are not considered appropriate swimwear. Long hair should be tied up or placed in a bathing cap. Children under three (3) years of age, and those individuals who are not reliably toilet trained must wear rubber-lined swim diapers, as well as a swimsuit over the swim diaper, to reduce health risks associated with human waste in the pools and adjacent deck areas.

7.9 Radios and Compact Disk Players. Radios, iPods, mobile phones, bluetooth speakers, MP3 Players, compact disk players, tape players and similar audio or video devices may only be used with earphones. Notwithstanding, the District may provide its own audio or video devices.

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

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

## 8. Fitness Center.

8.1 Hours of Operation. The hours of operation of the Fitness Center located at the Club Facilities ("**Fitness Center**") will be established from time to time by the District.

8.2 Evidence of Membership. Users of the Fitness Center shall keep their Evidence of Membership with them at all times while using the Fitness Center and shall present the same to any Club staff member upon request.

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

8.4 Attire. Proper attire is required.

8.5 Minors. Persons under sixteen (16) years of age are not permitted in the Fitness Center 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 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.

8.6 Personal Trainers. Except as provided in Section 2.8 above, persons using the Fitness Center may not train another person in the Fitness Center.

8.7 Cancellation Policy. Persons using the Fitness Center 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.

## 9. Violation of Club Rules.

9.1 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 District Manager:

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

9.1.2 the person violates one or more of these Club Rules;

9.1.3 the person has injured or harmed or threatened to injure or harm any other person within the Club Facilities or surrounding area, or harmed, destroyed or stolen any personal property in or on the Club Facilities or surrounding area whether belonging to a third party or to District.

9.2 Types of Suspension. The District Manager may restrict or suspend, for cause or causes described in the preceding section, privileges of any person to use any or all of the Club Facilities, for such period of time as reasonably determined by the District Manager. In addition, the District Manager may suspend some membership rights while allowing a Member or Annual Member to continue to exercise other membership rights. For example, the District Manager may suspend the rights of a particular Member or Annual Member (and/or Immediate Family Member), or District Manager may prohibit a Member or Annual 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.

9.3 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.

10. Authority to Promulgate and Amend Club Rules. THESE CLUB RULES ARE SUBJECT TO CHANGE AT ANY TIME. ALL USERS OF THE CLUB FACILITIES ARE SUBJECT TO THE RULES OF THE CLUB AS PROMULGATED BY THE DISTRICT. These Club Rules 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 Club Rules shall be available at the Club Facilities. All Club Rules promulgated by the District shall become effective on the date determined by the District.

11. Application of Rules and Regulations. All of these Club Rules shall apply to all persons on or about the Club Facilities and surrounding area 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 Club Rules upon a written request and a showing of good cause that shall be determined in the sole discretion of the District Manager.

12. Club Dues, Fees, and Charges. The Club dues, fees, and charges, including but not limited to fees for Annual Members and Personal Trainers, and for Evidence of Membership replacement, rentals and deposits shall be established by Resolution of the District Board of Supervisors in accordance with Section 190.035, Florida Statutes, a copy of which Resolution shall be on file with the District Manager's office.