



TURNBERRY OCEAN COLONY CLUB

These Club Rules (these "*Club Rules*"), **dated February, 2015** are hereby implemented in connection with Turnberry Ocean Colony Club (the "*Club*") to supplement the obligations and restrictions contained in the Declaration of Covenants, Restrictions and Easements (the "*Declaration*") and Master Covenants (the "*Master Covenants*") for Turnberry Ocean Colony.

The Club Rules shall govern the conduct and activities of, and be binding upon, every person or entity that is a record Owner of a fee interest in any Lot in the Turnberry Ocean Colony project (the "*Members*") of the Master Association (the "*Master Association*"); each Member's Family, guests and permitted users. Each shall comply with these Club Rules and any other rules and regulations which from time to time may be adopted.

CLUB RULES

1. Members and their guests shall abide by all rules and regulations of the Club as they may be amended from time to time.
2. The Club's Facilities shall be open on the days and during the hours as may be established by the Club and various Club Facilities may have different hours of operations. Areas of the Club may also be closed from time to time for scheduled maintenance and repairs. Use of the Club Facilities may be restricted or reserved from time to time.
3. Performance by entertainers will be permitted at the Club only with the permission of Catering Department.
4. Dining room activities for groups will be permitted only with the permission of the Catering Department.
5. Alcoholic beverages will not be served or sold, nor permitted to be consumed, at the Club during hours prohibited by law. Alcoholic beverages will not be sold or served any person not permitted to purchase the same under the laws of the State of Florida, and any and all ordinances or regulations as established by Miami-Dade County, Florida. No alcoholic beverages will be allowed at the Club unless purchased at the Club.
6. Outside catering is not permitted. The Club must furnish all food and beverages consumed on the Club Facilities, including the Beach Concession.
7. Employees are not permitted to deliver food or alcoholic beverages to locations away from the immediate area of the clubhouse, beachfront and pools.
8. Commercial advertisements shall not be posted or circulated in the Club nor shall solicitations of any kind be made on the Club Facilities or upon the Club's stationary without the prior approval of the Marketing Director. No petition shall be originated, solicited, circulated or posted within the Club Facilities.



9. The Club may not be used for functions which are related to past, present or future fund raising efforts for the benefit of a political cause. The Club Facilities shall not be used in connection with organized religious services.
10. No person shall request special personal services from employees of the Club whom are on duty or the personal use of the Club's furnishings or equipment, which are not ordinarily available for use by Members. Staff currently employed by Turnberry Ocean Colony cannot be personally employed by Members of the Associations.
11. Dogs or other pets (with the exception of those assisting persons with disabilities) are not permitted on the Club Facilities. Where dogs or other pets are permitted on the grounds, they must be on a leash or closed carrier. Members are responsible for damage caused by an animal owned by the Member or under the Member's control.
12. A Member may report a violation of these Club Rules or of any other Club Document in writing to General Manager or any person or committee designated by the Club, which writing sets forth: (i) the alleged violation; (ii) the name of the individual who allegedly committed the violation; (iii) the name of the Member who is responsible for the violation; and (iv) the name, address and phone number of the person making the complaint. All letters will be sent by regular mail and registered mail, return receipt requested.
13. No person may abuse any of the Club's employees, verbally or otherwise. All employees of the Club are under the supervision of the General Manager and no person shall reprimand or discipline any employee, nor request an employee to leave the Club Facilities for any purpose whatsoever. Any employee not rendering courteous and prompt service should be reported to the General Manager immediately.
14. Smoking is not permitted in the Ocean Cabana and in all indoor Club facilities. Cigar and pipe smoking are not permitted in the dining and lounge area.
15. No unauthorized person is allowed in the service or employees areas of the Club.
16. Absolutely no fireworks are permitted anywhere on the Club Facilities or adjacent areas unless part of a fireworks exhibit organized and conducted by the Club.
17. The use of cellular phones, pagers or similar devices in the Club Facilities is discouraged. If you must be able to receive calls or messages on a cellular phone or similar device, please have the cellular phone or device set on vibrate or silent mode, so as not to make an audible sound. Please limit conversations on cellular phones and speak in a manner so as not to disturb others. If you are dining in Acqua and receive or need to make a phone call, please step out of the restaurant.
18. No firearms or any other weapons of any kind are permitted at the Club Facilities at any time.
19. No portable grills, barbecues or open fires shall be permitted on Club Property, except those operated by the Club.

20. The roster or list of Members of the Club is confidential, and shall not be accessible to Members.
21. The Club shall have the right to designate other persons to use any or all the Club Facilities upon such terms and conditions as may be determined from time to time by the Club. The Club reserves the right, in its sole and absolute discretion, to restrict or to otherwise reserve the Club Facilities for promotional use and other special events from time to time.
22. The personnel of the Club have full authority to enforce these Club Rules and any infractions will be reported to the Management Office.
23. Violation of any of these rules or conduct in a manner prejudicial to the best interests of the Club will subject the person in violation to disciplinary action by the Club in accordance with these Club Rules.
24. The Club may amend or modify these Club Rules as it determines appropriate from time to time.

MEMBERSHIP CHARGES

1. A Member is entitled to credit and charge privileges at the Club so long as his or her Membership is in good standing. Cash payments are not permitted.
2. All charges to the Member's Club account for service charges, charges for dining services, personal services, à la carte spa treatments, merchandise and other services of the Club, as well as any installment of assessment and/or dues payable to the Master Association, will be billed monthly and are due in full upon receipt.
3. Club accounts shall be deemed delinquent from the date first billed if payment is not received within thirty (30) days after the date of the monthly statement. Past due bills will accrue a one and one-half percent (1½%) service charge per month from the date of the monthly statement until paid in full.
4. If a Member fails to pay any Club account within thirty (30) days of when it is first billed, the Club shall suspend such Member's charging privileges in the Club until the delinquent account is paid in full.
5. Each Member and all permitted users shall be jointly and severally liable for all assessments, service charges, dues, fees and other charges and liabilities related to Membership and will be legally and financially responsible for his or her acts or omissions as well as those of his or her immediate family, permitted users, guests and Lessees.
6. If the Club account of any Member is delinquent, the Club may at its option take whatever action it deems necessary to effect collection. The Member shall be responsible for all cost and expenses of such legal action and reasonable attorneys' fees, including any fees required in connection with appellate proceedings.



MAILING ADDRESSES

Each Member shall be responsible for filing with the Management Office, in writing, on a form provided by the Club, his or her mailing address and any changes thereto, where the Member wishes all notices and invoices of the Club to be sent. A Member shall be deemed to have received mailings from the Club three (3) days after they have been mailed to the address on file with the Management Office. In absence of an address on file at the Management Office, any Club mailing may, with the same effect described above, be addressed as the General Manager may think is most likely to cause its prompt delivery.

The Management Office must be notified in writing of any changes of address. Failure to do so shall constitute a waiver of the right to receive Club notices, bulletins and any other communication, and a violation of these Club Rules.

CLUB SERVICES AND ACTIVITIES

1. The Club provides a variety of social, cultural and recreational events in which all Members are encouraged to participate.
2. The Club desires to encourage the use of the Club Facilities by Members for private parties on any day or evening, provided it does not interfere with the normal operation of the Club, or with the services regularly available to Members. Members are requested to make reservations with the appropriate Club personnel for available dates and arrangements.
3. Private parties are permitted at the Club only with prior permission. The individual sponsoring the party shall assume full responsibility for the conduct of guests and shall be responsible for the removal of any party decor. The sponsor of the party shall be responsible for any damage to the Club Facilities and for the payment of any charges not paid by the individuals attending the private party.

SUSPENSION AND TERMINATION OF MEMBERSHIP

The Club, without any liability to an affected person, may at any time, and from time to time, restrict, suspend or terminate for cause or causes described hereinafter, any Member (or Members') rights to use any of the Club Facilities or the use privileges of his or her family, permitted users, guests or other users, if in the sole judgment of the Club, the Member or his or her family, permitted users, guests or other users:

1. Permits his or her Club Membership or Club account to be used by anyone other than the designated holder;
2. Submits false information on the Membership Agreement, and/or for guest privileges;
3. Exhibits unsatisfactory behavior, deportment or appearance, or damages property of the Club;
4. Fails to pay any amount owed to the Club in a proper and timely manner;



5. Fails to abide by the Declaration, the Master Covenants or these Club Rules as set forth herein and as established from time to time for the Club Facilities;
6. Carelessly and/or maliciously fails to sign food and beverage checks;
7. Acts in a manner incompatible with the standard of conduct of the existing Membership or which would likely injure the reputation of the Members or the Club;
8. Treats the personnel or employees of the Club in an unreasonable or abusive manner;
9. Fails in, or refrains from, any other conduct or obligation determined by the Club as appropriate for suspension or termination of Memberships; or no longer meets eligibility requirements.

Notwithstanding any suspension or termination of a Membership, the Member and his or her spouse shall remain liable for any amounts unpaid, on the Member's Club account, Membership assessments, dues and other fees.

No Member may on account of any restriction or suspension be entitled to any refund of any fees. During the restriction or suspension, assessments, fees and other charges shall continue to accrue and shall be paid in full prior to reinstatement as a Member in good standing.

ENFORCEMENT OF VIOLATIONS OF CLUB RULES AND REGULATIONS

These Club Rules shall be enforced by the Club. In the event a Member, a Member's Family, permitted user and/or guest does not comply with these Club Rules, and any other rules and regulations which from time to time may be adopted by the Club, the Club may take any of the following actions (each a "*disciplinary action*"): (i) levy a fine or fee against a Member; (ii) suspend or condition the right of the Member, a Member's Family, guest and/or permitted user to use any of the Club Facilities; and/or (iii) suspend or terminate the Member's Membership.

The severity of disciplinary action is in the Club's sole discretion and will be determined on a case by case basis. The Club will impose whatever reprimand is deemed appropriate. There is no requirement that a Member receive a warning or that the offense be continued or repetitive prior to disciplinary action being taken. However, as a general rule, any Member accused of improper conduct shall be notified of the Club's proposed disciplinary action and shall afford such individual with an opportunity to be heard in accordance with procedures adopted by the Club from time to time. Notwithstanding the foregoing, the Club may, without notice, and without a hearing, immediately suspend some or all privileges associated with a Membership.

The Club may restrict or suspend some or all of a Member's, Member's Family, permitted user, and/or guests' Club privileges. If the Club determines that a Member's conduct or the conduct of his or her family, permitted user or guest is improper, the Club may expel the Member, suspend or restrict the Member's Membership privileges, or restrict the use privileges of the Member's Family, permitted user or guest whose conduct was improper.

LOSS OR DESTRUCTION OF PROPERTY OR INSTANCES OF PERSONAL INJURY

1. When the National Hurricane Center issues A Tropical Storm Watch or worse for the Sunny Isles Beach area, which means that Tropical Storm winds (39 to 74 mph) are possible within 48 hours, the Association will send notices to all residents. When a Tropical Storm Watch is issued the pool deck will remain open with limited services. When a Tropical Storm Warning, Hurricane Warning or Watch is issued the pool deck will be closed and off limits to residents and all Club services may be suspended. Residents are responsible for removing their own patio furniture. Residents can designate a responsible firm or individual to remove their patio furniture for them. Failure to do so will result in a \$100 fine. The association will access the units that have failed to remove their patio furniture in order to move the furniture inside the unit, a \$70 fee for moving the furniture inside the unit will apply on top of the \$100 fine. Damages caused to the building for not securing the unit properly will be the unit owner's responsibility.
2. Unit Owners can request for the Association to assist them in removing the patio furniture. A fee of \$70 an hour (one hour minimum) for moving the furniture off the balconies into the unit, and a fee of \$70 an hour (one hour minimum) to move the furniture back out to the balconies, will be charged to the Unit Owner's Club Account. It is requested that the Association receives at least a 24 hours notice.
3. Each Member as a condition of Membership and each permitted user and/or guest as a condition of invitation to the Club Facilities assume sole responsibility for his or her property. The Club shall not be responsible for any loss or damage to any private property used or stored on the Club Facilities. Any such personal property which has been left in or on the facilities for six (6) months or more without payment of storage thereon, may be sold by the Club, with or without notice, at a public or private sale, or may be otherwise disposed of, and the proceeds, if any, shall belong to the Club.
4. No person shall remove from the Club's premises any property or furniture belonging to the Club without proper written authorization. Every Member of the Club 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 the Member, any permitted user, guest or any Family Member. The cost of such damage shall be charged to the responsible Member.
5. Any Member, Family Member, permitted user, guest or other person who, in any manner makes use of or accepts the use of any apparatus, appliance, facility, privilege or service whatsoever owned, leased or operated by the Club, or who engage in any contest, game, function, competition or other such activity operated, organized, arranged or sponsored by the Club, either on or off the Club's premises, shall do so at his or her own risk. The Member, his or her Family Members, permitted users and guests shall hold the Club, its directors, officers, employees, affiliates, representatives and agents harmless from any and all loss, cost, claim, injury, damage or liability sustained or incurred by him or her, resulting therefrom and/or from any act or omission, whether due to negligence or otherwise, of the Club, the Declarant or its partners, directors, officers, employees, affiliates, representatives and agents for any losses, costs, claims, injuries, damages, or liabilities sustained or incurred by any such person.

6. Should any party bound by these Club Rules bring suit against the Club, the Declarant, or its partners, directors, officers, employees, affiliates, representatives and agents in connection with any event operated, organized, arranged or sponsored by the Club or on any other claim or matter in connection with Membership, and fail to obtain judgment therein against such person, said party shall be liable for all costs and expenses incurred by it in the defense of such suit, including court costs and attorneys' fees through all appellate proceedings.

RESERVATIONS AND CANCELLATIONS

1. Dinner reservations are always encouraged. A twenty-four 48 hour notice is requested for parties of ten 14 or more persons and a set menu should be arranged. All outside guests must be notified to the Security Gate.
2. Reservations are required for most activities and for all functions of the Club held in the dining rooms. Tables will be assigned on a first-call, first-choice basis pre-registering with the appropriate personnel of the Club.
3. Reservations for dining will be held for only fifteen (15) minutes after the reserved time.
4. Reservations for banquets and private events are encouraged to be made at least three (3) weeks in advance. However, private parties requests received within seven (7) days notice will incur in a rush fee of \$250.00. The Association reserves the right to refuse any last minute requests based upon current operations and availability.
5. Private catered events by Members are subject to food and beverage catering guidelines with respect to deposits and/or cancellations: an initial non-refundable deposit of approximately twenty-five (25%) percent of the estimated charges of the function will be required to confirm the event space reserved and will be due and payable along with the signed Letter of Agreement. Payment of fifty (50%) percent of the estimated balance is due fifteen (15) days prior to the event. The balance of the estimated total expenditure is to be paid at the time of the guarantee (5 days in advance). Payment may be in the form of approved credit card or approved check. By signing the event check or food, beverage, and/or services, the Member acknowledges the fact that there is no dispute over such services and are solely responsible for the payment of the total amount due. Should it be necessary to cancel the function, the following policy concerning refunds will apply:
 - 90 days or more prior the event: full refund.
 - 89 days to 30 days prior the event: 50% refund.
 - 29 days or less prior the event: no refund.
6. Should the event space and date be rebooked with a comparable function after cancellation, all advance deposits will be refunded. We can accept the following forms of payment: ACH direct debit, wire transfer, credit card plus 3% convenience fee, or personal check (in the case of a Member with a history of delinquencies, only a cashier's check is acceptable).
7. The Club shall assign the dining and special event reservation policies as required.
8. No Member or committee shall plan or set dates for dining room activities without prior approval of the Catering Department



GRATUITIES

In accordance with our policy as a non-tipping Club and to essentially free Members' from the details of day to day tipping, the Master Association will determine pay rates for service personnel which shall account for gratuity. Maintenance assessments, in turn, will cover all service personnel gratuities on Club food, beverage, Spa charges, as well as other related services with the Club for a 12-month period. However, this does not apply to gratuities for private parties and individual function held on or away from the Club's premises. Specific "private party" gratuity surcharge, as determined by Club, will be clearly spelled out and added to the overall bills for such affairs.

CHILDREN

1. Unless otherwise permitted by the Club, children under twelve (12) years of age are not allowed in the Club Facilities unless accompanied and supervised by an adult, age twenty one (21) and over.
2. Children under twelve (12) years of age must be accompanied and supervised by an adult age twenty one (21) and older while using the buffet.
3. Children under sixteen (16) years of age are not allowed to use the Club Facilities after 10:00 p.m., unless accompanied by an adult, age twenty one (21) or older.
4. Children under the lawful drinking age are not permitted in any bar or lounge unless accompanied by an adult, age twenty one (21) and over and allowed by law.

ATTIRE

It is expected that the Members will choose to dress in a fashion befitting the surroundings and atmosphere provided in the setting of the Club. It is also expected that Members will advise their guests of the dress requirements. From time to time, the Club will publish dress requirements. The following attire is required in the dining areas of the Club:

1. Ocean Cabana Bar & Restaurant

Men & Women: Casual clothes, including jeans, sweats, tee-shirts and athletic dress are suitable. Bathing suits with a cover-up, shirts and shoes must be worn at all times.

Children: Must be dressed accordingly.

2. Acqua and Living Lounge (Evening Only)

Men: Shirts with sleeves, appropriate tee-shirts, slacks or appropriate jeans must be worn. Attire at dinner shall not include warm-ups suits, sweats, tank tops, walking shorts and inappropriate tee-shirts. It is suggested that gentleman remove their hats in the social areas and for evening dining.

Women: Dresses, skirts, appropriate tee-shirts and blouses, appropriate slacks or jeans, appropriate shorts and tank-tops. No warm-ups suits, sweats, fitness attire or tee-shirt.



Children: Must be dressed accordingly.

Bathing suits may only be worn in the pool and beach areas. All other Club Facilities require appropriate cover-ups and shoes to be worn. Bathing suits are inappropriate after the pool closes. Cut-offs and dungarees are not considered appropriate swimwear and may not be worn in the setting of the Club.

FAMILY AND GUEST PRIVILEGES

Membership will entitle every person or entity that is a record Owner of a fee interest in any Lot in the Turnberry Ocean Colony Project, and their Family to use the Club Facilities. "Family" shall mean the Member's spouse and unmarried children. In the event a Member is not married, "Family" shall also include a significant other of the Member who lives with such Member on a full-time basis and has a relationship with the Member similar to that of a husband and wife.

Family Privileges. Immediate family including the Resident's parents, married children including their spouses and children up to age twenty-one (21) do not require Guests Passes. Members can authorize Family Privilege to use the Member's Club account. Alternately, a Member may indicate that Family Privileges will pay for their own charges by using a major credit card at the point of sale; a 20% service charge will be applied. Any charges unpaid by Family Privileges shall be the responsibility of the Member and will be billed to such Member's Club account, after the customary billing and collection procedure of the Club.

Guest Privileges. Members are entitled to limited guest privileges in accordance with the Club Rules, subject to payment of applicable guest fees for guests ages 12 and up, and the rights of the Club to limit, deny, or revoke guest privileges of any Member, or of all Members, at any time in its sole discretion. The Club will charge all costs and fees associated with the guest to the sponsoring Member. The sponsoring Member must use a Guest Pass Form to register all guests at the Front Desk of their respective tower prior to arrival. An appropriate guest card will be issued for Club access through the Front Desk. Guests not arriving in the same vehicle as the Member must be registered by the sponsoring Member with the Front Desk before guest arrival.

All Guests and Family Privilege using the Club Facilities must comply with the Club Rules. A "guest" is a person who is not a Member at Turnberry Ocean Colony and is invited by a sponsoring Member to use the Club Facilities. Guests are not permitted to sponsor or introduce other guests. Family Privilege members are not permitted to sponsor or introduce other guests.

Nannies, nurses and other healthcare or childcare providers shall not be subject to the guest policy except that they must comply with the Club Rules at all times. Nannies, nurses and other healthcare or childcare providers are not permitted to sponsor or introduce other guests, are not permitted to use the Club facilities such as Gym, Spa, Pool and Beach; however, they are allowed to order room service if authorized by the unit owner.

GUESTS

1. A member may not sponsor more than six (6) outside guests per unit at any one time.



2. The Club will accommodate Members before guests. As such the Club shall designate peak times for the Spa, Fitness Center, Beach and Pool areas during which Members must call in advance to determine availability of space for their guest(s). The Club reserves the right to limit or prohibit guest access during peak periods.
3. The Club reserves the right to require picture identification or finger print from each guest.
4. If a Unit Owner wants to use the Club Facilities (with the exception of the Restaurants) while his or her unit is rented, he may do so at any time by paying \$35 per visit and registering at the Front Desk. The Unit Owner can't be a Guest of the lessee or a Guest of any other unit Owner. The Immediate Family of the Unit Owner can use the Club Facilities also by paying \$35 per visit. Immediate family includes the Resident's parents, married children including their spouses and children up to age twenty-one (21). In the event a Member is not married, "Family" shall also include a significant other of the Member who lives with such Member on a full-time basis and has a relationship with the Member similar to that of a husband and wife.
5. A particular guest may be sponsored by a Member without being assessed a guest fee for up to 15-visits in a calendar year. All subsequent visits by a particular guest will incur a guest fee of \$35 per visit (which will not be redeemable for purchases in the restaurants or the spa), assessed to the Member's club account. A visit is one day or any fraction thereof for use of the Club Facilities.
6. Members may host Guests in the dining areas without limitation or without incurring a guest fee, but only with a confirmed reservation being made ahead of time to the Food and Beverage Department. Under this circumstance Guests access to Club facilities will not be granted.
7. Guest charges for any services will be charged against the sponsoring Member's Club account that shall be responsible for all charges incurred by the guest. Alternately, a Member may indicate that their guest will pay for their own charges other than the guest fee by using a major credit card at the point of sale; a 20% service charge will be applied. Any charges unpaid by the guest shall be the responsibility of the Member sponsoring such guest and will be billed to such Member's Club account, after the customary billing and collection procedure of the Club.
8. Guests must have their guest card with them at all times while using the Club Facilities.
9. The Club may limit guest privileges, from time to time, in the sole and absolute discretion of the Club. The Club will give notice of such limitation.
10. The sponsoring Member is responsible for the conduct of a guest while at the Club. If the manner, deportment or appearance of any guest is deemed to be unsatisfactory, the sponsoring Member shall, at the request of the Club, because such guest to surrender the guest card and leave the Club immediately.



GENERAL POOL AND BEACH RULES

1. The Club staff has the authority to expel from the pool and beach areas anyone who fails to cooperate in following the Club Rules or whose conduct is otherwise unbecoming. Any infractions will be reported to the Club Manager.
2. Use of the pools and beach at any time is at the swimmer's own risk. Any injuries or accidents should be reported to the attendant immediately.
3. Users of the pools and beach facilities must first register with the attendant to use the pools and obtain a lounge chair, beach furniture and towel. Guest must present their Guest Passes in order to obtain chairs and towels.
4. In the event a Member fails to register any guest, the Club reserves the right to post charges to the Member's Club account without the Member's signature.
5. Pool parties are not allowed at the Club.
6. Children under twelve (12) years of age must be accompanied and supervised by an adult, age twenty one (21) or older, in all pool and beach areas at all times. The adult, age twenty one (21) or older, may not have more than four (4) children under twelve (12) years of age under his or her supervision at any one time, unless they are his/her own children.
7. A parent or guardian must accompany children who do not swim at all times.
8. Children under twelve (12) years of age cannot use the Jacuzzi.
9. The Master Association will designate one (1) of the two (2) common area swimming pools for use by supervised children ages fifteen (15) and under. The "child friendly" pool will be alternated annually unless otherwise permitted by Club Management. Children ages four (4) and under who are not bathroom independent are required to use disposable swim pants along with the appropriate swimwear. Disposable swim pants must be similar in design and fitted construction to Pampers "Splashers," or Huggies "Little Swimmers." The alternate "adult friendly" pool will be restricted for use only by individuals ages sixteen (16) and older.
10. Swimming is permitted only during designated hours. The pools are officially closed when a "CLOSED" sign is posted.
11. Showers are required before entering the pools to remove all suntan oils and lotions.
12. Glass objects, sharp objects, drinking glasses, and other personal coolers are not permitted at the pool and beach areas.
13. Bicycles and skateboards of any type are not permitted at the pool and beach areas.
14. No pets, food or beverages may be brought in the pool and beach areas. Food and beverage purchased through the Club restaurant may be consumed only in designated table areas of the pool and beach facilities. All trash should be placed in the containers located



throughout the pool and beach areas. All persons using the pool and beach areas are required to cooperate in keeping the area orderly, clean and by properly disposing of towels, cans, and debris.

15. All swimmers must wear bona fide swimming attire. Cut-offs, dungarees and bermudas are not considered appropriate swimwear. Proper non-swim attire is required at all times in the clubhouse, other than locker rooms. Shoes or other foot coverings and caftans or shirts must be worn outside the swimming pools and beach areas. Improperly dressed swimmers will be asked to change before using the facilities.
16. Radios, iPods and the like may be listened to with earphones only. Use of such devices must be immediately discontinued if requested by the attendant.
17. Lifesaving and pool cleaning equipment should be used only for the purpose intended.
18. Running, ball playing and noisy or hazardous activity will not be permitted in the pool areas. Pushing, dunking and dangerous games are prohibited.
19. Diving is not permitted in any area of the pools.
20. Fishing, spearfishing and snorkeling equipment, other than a mask and snorkel, are not to be used in the pool areas, except as part of an organized course of instruction approved by the Club.
21. The throwing of footballs, Frisbees, tennis balls, or other objects, and tag games will only be permitted in specifically designated areas of the beach, if any.
22. All persons using the pool and beach furniture are required to cover the furniture with a towel when using suntan oils and lotions.
23. Smoking is permitted on the sundeck, the beach and the Veranda outside Acqua the Restaurant. Smoking in the pool deck is not permitted.
24. Floatation devices are only permitted in the pools for non-swimming children up to the age of five (5) years. Their parent or adult guardian must accompany any non-swimming children in the water at all times. No inflatable air mattresses tire inner tubes and/or other floatation devices are allowed in the pools.
25. Chairs and seating reservations will be held for a maximum of fifteen (15) minutes after the reservation time.
26. Persons who leave the pool or beach areas for more than thirty (30) minutes must relinquish lounges and chairs by removing all towels and personal belongings.
27. Cover-ups are required everywhere at the Club, except while at the pool and beach areas.
28. Any person with a health problem that can be transmitted by use of the pools or whirlpool is specifically prohibited from using the pools.



29. Nude or topless sunbathing is expressly prohibited.
30. Windsurfers and other vessels will only be permitted in specifically designated areas of the beach, if any.
31. If lightning is in the area, all persons must discontinue use of the pools and beach and seek appropriate shelter immediately. If winds are over 15 miles per hour, umbrellas are not allowed.
32. Any reference to the pools or pool area, beach and beach area shall be deemed to include the Jacuzzi area as well.
33. All persons using the pools and beach do so at their own risk. There is no lifeguard on duty. There is always a risk of personal injury when using the pool and the beach areas. All persons must read and observe all warning signs and rules posted in the pool area. The Club shall not be responsible for any accidents, injury or loss.
34. Diaper and/or swim pants changing in and around the pools and beach common areas is not permitted. Changing stations are located in the Bather's Vestibule Restrooms.

GENERAL CABANA RULES

1. The maximum occupancy of each Cabana is six (6) adults. The Club may allow Cabana owners to permit their guests and other Members to use their Cabanas upon the terms and conditions established from time to time.
2. In the event a Cabana owner fails to properly maintain a Cabana, the Master Association may cause such maintenance or repairs to be made, and bill such maintenance fees and costs to the Cabana owner who shall be responsible for such charges.
3. The Cabanas close at dark. Persons are not permitted to stay in the Cabanas overnight.
4. Members and guests occupying the Cabanas shall abide by all rules and regulations established by the Master Association or the General Manager from time to time.
5. Radios, televisions and the like may be listened to in the Cabanas if played at a sound level which is not offensive to other Members and guests.
6. No private parties may be held in the Cabanas.
7. The Master Association reserves the right to establish additional rules governing the use of the Cabanas Facilities.

GENERAL SPA AND FITNESS CENTER RULES

1. All Members are entitled to utilize all Spa services and to participate in all programs subject to payment of any fees, space availability, and these Club Rules, as they may exist from time to time.

2. Appointments for aerobics, yoga, exercise classes, massage therapy, body treatments, personal training, fitness testing and any other programs or courses must be made twenty-four (24) hours in advance. If a cancellation is necessary, the appointment must be cancelled by 6pm the day prior. Members and guests will be charged full price for last minute or non-apprised cancellations.
3. Regular operating hours of the Spa and the fitness facilities are as posted. From time to time, the hours of operation of the Spa and the fitness facilities may be changed or the Spa and the fitness facilities may be closed for necessary repairs and maintenance.
4. Only persons sixteen (16) years of age or older are permitted in and to use the Spa and fitness facilities.
5. Pets are absolutely prohibited in the Spa and fitness facilities.
6. Persons under sixteen (16) years of age need parent or guardian consent to get treatments at the Spa.
7. Members are permitted to bring guests to the Spa subject to the policies and procedures specified by the Club.
8. A fee of 20% will be charged to the Guest's or Family Privilege Credit Card in accordance with the Club's guest privilege policy in addition to fees for the use of specific Spa services. Members are exempt of the 20% fee.
9. All guests, upon entry to the Spa must register with the Spa Concierge as a guest of the Spa. In the event a Member fails to register a guest, the Club reserves the right to post guest charges to the Member's Club account without the Member's signature.
10. All exercise classes and class times shall be determined by the Spa, and may be changed from time to time. Personal exercise trainers not employed by the Spa are not permitted to conduct personal exercise training programs. However, in an effort to provide the highest level of satisfaction to our Residents, the Management has determined that there are two (2) acceptable conditions that, when met, would permit non-employee Personal Trainers to conduct their business on Club property. To avoid either of the options below, the Resident must train in their unit or anywhere other than Master Association's Community Property.
 - Bringing your Own Contractor - Option I: Payment and advanced reservation for the hourly "rental" of the Fitness Center, Pool, or other specific common area. In addition, the Club requires:
 1. Proof of Trainer certification to be kept on file.
 2. Proof of current professional liability insurance for \$1,000,000 aggregate to be kept on file.
 3. Reservation for the time requested 24 hours in advance by communicating to the Spa Concierge the requested day, time and location for the session to be entered into the Club booking system. If sufficient space or time is not available, alternate dates, times or locations will be suggested.
 4. A "rental" fee (currently \$25, but subject to change without notice), for each session will be billed to the Resident's unit under "Studio Rental/Training Fee".

5. Cancellation of the session must be communicated to the Spa Concierge by 6PM on the day prior of the reservation. Club cancellation policies apply to these reservations.
 6. All Club rules and regulations must be followed at all times by both Resident and outside trainer.
- Using a TOC Trainer - Option II: Payment and advanced reservation through the Club accounting system for Fitness Center, Pool, or other specific common area usage; in addition, the Club requires:
 1. Reservation for the time requested 24 hours in advance by communicating to the Spa Concierge the requested day, time and location for the session to be entered into the Club booking system. If sufficient space or time is not available, alternate dates, times or locations will be suggested.
 2. Resident will be charged the published service rate for each session to be billed to their unit through the Club booking system. Various packages and sessions are available depending on the Resident's needs.
 3. Residents training with outside trainers are permitted to purchase a 10-session discounted package. Packages in numbers greater than 10 are reserved exclusively for residents working with Trainers employed by the Master Association.
 4. Cancellation of the session must be communicated to the Spa Concierge by 6PM on the day prior of the reservation. Note; Club cancellation policies are applicable to these reservations.
11. All Club rules and regulations must be followed at all times by both Resident and outside trainer.
 12. All Members must check in at the Spa Attendant desk and register before entry into or use of the Spa and Fitness Center facilities.
 13. No bare feet are allowed outside the steam, sauna and treatment areas.
 14. Robes or any other appropriate cover-ups are required at all times in the Spa areas.
 15. Please be courteous and allow others to work in with you in the Fitness Center facilities.
 16. No dropping weights is allowed in the Fitness Center Facilities.
 17. Utilize only one section of the Fitness Center at a time.
 18. Music is controlled by the fitness center. Outside music sources are prohibited.
 19. Cell phone use is discouraged during any group fitness class.
 20. Use of house phone should be utilized for emergency purposes.
 21. Use personal devices with consideration; please silence your cell phone.
 22. Proper workout attire is required at all times. Cut-offs and/or torn garments, bathing suits, robes, and/or other non-athletic attire shall not be permitted to be worn in any exercise areas of the Spa and Fitness Center. Men must wear shirts. Proper athletic footwear is



required when using any of the exercise facilities. Sandals, flip-flops or bare feet are prohibited. No black-soled (running type) shoes shall be permitted in the aerobic studio. Only aerobic or court shoes may be worn. No persons will be allowed to participate in exercise classes without proper footwear. Those improperly dressed will be asked to change prior to using the Fitness Center facilities.

23. The Club may implement limitations of maximum duration's of equipment use in the event of waiting periods or during peak times.
24. Smoking is not permitted in the Spa and Fitness Center.
25. Consumption of alcoholic beverages at the Spa or Fitness Center is not permitted. No food or beverages may be brought to the Spa Areas. Food and beverage purchased through the Club restaurant may be consumed only in the Lounge Areas.
26. All persons using the fitness facilities do so at their own risk and may be required to execute such forms releasing the Club from liability for their use of the Club Facilities as determined from time to time.
27. No leg weights or wrist weights may be worn during exercise classes unless specified as part of the class by the fitness instructor.
28. All weights and pieces of equipment must be returned to their proper places at the completion of use.
29. It is the responsibility of all persons to obtain instruction on how to use the equipment prior to using such equipment, and the equipment is only to be used in accordance with such instructions.
30. It is the responsibility of all persons using the fitness facilities to consult with their physician, and such person should be in good physical condition and have no physical, medical or psychological conditions, disabilities, impairments or ailments, chronic or otherwise, which would preclude, impair or prevent such person from using the Spa and Fitness Center, equipment or amenities or engage in active or passive exercise. Each person using the Spa and Fitness Center assumes full risk of loss and responsibility for damage to their health if the foregoing representations are not and do not continue to remain true.
31. Pregnant women should not use those fitness facilities that would elevate their core body temperature.
32. Any reference to the Spa or Spa areas shall be deemed to include the fitness and exercise areas as well.

WET AREAS, SAUNA AND STEAM ROOM

1. Consult your physician before using the sauna or steam treatment rooms. These treatments produce dry and moist heat and generally reach temperatures above 105° degrees. It is not advisable to remain in the treatment rooms for more than five (5) minutes at any one time. Pregnant women should not use the whirlpools or other facilities that would elevate the core body temperature.



2. Never use a steam or sauna treatment when you are under the influence of alcohol or narcotics, or when you have taken antihistamines, tranquilizers, vasoconstrictors, vasculators or stimulants.
3. For sanitary reasons do not use the wet areas, sauna and steam room if you have your period.
4. Elderly people and those who suffer from diabetes, heart disease or high/low blood pressure should not use saunas.
5. Only products supplied by the Spa may be used in the shower areas to include hair coloring, scrubs and salts.
6. Following a strenuous exercise period, DO NOT GO DIRECTLY INTO A SAUNA OR STEAM TREATMENT. Rest and cool down; allow your pulse to return as close as possible to your resting rate before entering either facility.
7. For health reasons, soap showers are mandatory prior to use of the whirlpool. We recommend you rinse well after using the whirlpool to remove disinfectant chemicals used in the whirlpool and to help you cool down. No soap or shampoo is permitted in the whirlpool.
8. No cups, magazines or newspapers are permitted inside the sauna. Do not pour water or any liquid on the hot rocks or any heating elements.
9. For sanitary reasons, no shaving or paper cups are permitted in the steam treatment room.
10. A soap shower is mandatory prior to use of the wet areas.
11. No smoking, eating or drinking is permitted in or about the whirlpool or wet areas. Glass bottles and sharp objects are not permitted.
12. Anyone with body infections or open sores should not use any of the Spa or pool facilities as this could possibly spread infection.

LOCKER ROOM FACILITIES

1. All persons scheduled for treatment services must check in at the locker room reception to be provided with a locker key.
2. Day lockers are available on a per visit basis. Locker keys must be returned at time of checkout. A fee will be charged for keys, which are not returned.
3. We recommend you not bring valuables into the Spa. Each person entering the Spa assumes liability for the loss of any items stored in a locker or common closet.
4. Robes and slippers can be checked out at the locker room reception desk. Such items may not be removed from the Spa and Fitness Center. The removal of these items from the Club premises will subject the Member or guest to disciplinary action by the Club, and the charges for the replacement costs thereby.
5. For fire safety reasons, all clothing and personal articles must be stored in a locker or



common closet in the locker room and not under benches or in the common areas.

SPA SERVICES

1. Appointment cancellations must be made by 6PM of the business the day prior in order to avoid a cancellation fee for the service. Members and guests will be charged full price for the last minute or non-approved cancellations.
2. Please arrive twenty (20) minutes prior to your service to relax and prepare for your treatment. If you are late for your appointment, it may be shortened to allow the therapist to be on time for the next appointment.
3. It is recommended that treatment and fitness services be booked well in advance – a minimum of seventy-two (72) hours and one (1) week during holiday periods.

BEAUTY SALON

1. Regular hours of Salon operation are posted in the Salon from time to time and the hours of operation of the Salon may be changed or the Salon may be closed for necessary repairs and maintenance.
2. No bare feet are permitted in the Salon.
3. Smoking is not permitted in the Salon.
4. Pets are not allowed in the Salon in accordance with state law.
5. Appointment cancellations must be made with eight (8) hours' notice or a fifty (50%) percent cancellation fee will be charged. Members and guests will be charged full price for last minute or non-approved cancellations.
6. Please arrive a minimum of fifteen (15) minutes prior to your appointment in order to check in and prepare for your service. If you are late for your appointment, it may be shortened to allow the technicians to be on time for the next appointment.

PLAYROOM RULES

1. Only children ages seven (7) and under are authorized to use the playroom.
2. The playroom is open daily from 8:00am to 8:00pm.
3. Children eleven (7) years and younger must be accompanied and supervised by an adult, age twenty-one (21) or older at all times. The adult, age twenty-one (21) or older, may not have more than four (4) children under twelve (7) years of age under his or her supervision at any one time, unless they are his/her own children.
4. No pets, food or beverages are allowed in the playroom.
5. Smoking is prohibited inside the playroom.
6. All trash should be placed in the containers located throughout the room. All persons using



the Playroom are required to cooperate in keeping the area orderly and clean by disposing of trash and returning equipment to appropriate locations.

7. All footwear must be removed inside the playroom and placed inside the designated bin at the entrance.
8. No roughhousing, kicking, shoving or any similar behavior is permitted inside the playroom.
9. Bicycles, tricycles, skateboards and the like are not permitted in the playroom.
10. Destroying or tampering with room equipment is not permitted. Violators will be charged for damages.
11. Every Member shall be liable for any property damage and/or personal injury incurred in the Playroom. The Association shall not be held responsible for any injuries that may occur.
12. Items inside the room are the property of Turnberry Ocean Colony and cannot be removed.
13. Toy donations must be approved by the Playroom Committee. Toys brought to the Playroom without approval may be disposed if considered inappropriate by the Playroom Committee.
14. Do not leave personal items unattended. Unattended personal items may be discarded. The Association shall not be responsible for any property used or stored on the premises.
15. The Playroom is not staffed by the Association. Staff Members are not permitted to engage in childcare services and are not permissible substitutes for adult supervision.
16. Owners, Tenants and Guests are responsible for their own conduct. Any conduct which is deemed by the Association to be improper or likely to endanger the welfare, safety, harmony or good reputation of others, may result in a reprimand, suspension, or expulsion, either temporary or permanent, from the Playroom.
17. The Association reserves the right to prohibit access to the Playroom to any individual in their sole discretion.
18. The Playroom Waiver must be signed prior to use of the Playroom. The playroom Waiver shall apply to the signing party as well as the minor child utilizing the Playroom.
19. Abstain from using the Playroom if you or your child is sick.
20. Members assume full risk of loss and responsibility for damage to their health.