

**BERMUDA ISLES & CAYS  
SWIM & RACQUET CLUB, INC.**

**MEMBERSHIP AGREEMENT**

**CLUB RULES & REGULATIONS  
FOR ALL CLUB MEMBERS**

**SECTIONS 7 - 14  
AMENDED & MODIFIED BY THE  
MEMBERSHIP & BOARD OF DIRECTORS**

---

# **Bermuda Isles & Cays Swim & Racquet Club**

## **Membership Agreement — Sections 7 - 14 Club Rules**

**Modified on July 1, 2005**

7. **CONTROL OF CLUB OPERATIONS.** The Board of Directors of the Club will be responsible for the administration of the Club and will have exclusive authority to establish rules and regulations and, in general, control the management and affairs of the Club.

8. **GENERAL CLUB RULES.**

8.1 No performance by entertainers will be permitted on Club property without the permission of the Board.

8.2 Alcoholic beverages will not be served or sold, nor permitted to be consumed on the premises during hours prohibited by law. No alcoholic beverages will be sold or serviced to any person not permitted to purchase the same under the laws of the State of Florida or be sold for off premises consumption.

8.3 Except as permitted by the Board, no commercial advertisements shall be posted or circulated in the Club nor shall business of any kind be solicited or transacted on Club property nor upon Club stationery.

8.4 Other than as permitted by the Board, no petition shall be originated, solicited circulated or posted on any Club property.

8.5 It is contrary to Club policy to have the facilities used for functions which are in any way related to past, present or future fund raising efforts for the benefit of a political cause. The Club's facilities shall not be used in connection with organized religious services.

8.6 Dogs or other pets are not permitted on the Club property, except under special circumstances when authorized by the Board.

8.7 All complaints or suggestions must be in writing, signed and addressed to the Chairman of the Board.

8.8 The roster or list of members in the Club shall not be used or given to anyone by a Club member for any reason whatsoever and shall be furnished only to members.

8.9 The Board reserves the right to amend or modify these rules when necessary and will notify the membership of such changes.

8.10 All rules and regulations contained herein shall be subject to and controlled by the applicable provisions of the By-Laws.

## **Bermuda Isles & Cays Swim & Racquet Club**

8.11 In order to preserve a residential quality and avoid an atmosphere or transience and motel-like environment, the Board of Directors may, by regulation, impose further restrictions upon the number of guests and frequency of their visits in the case of leased units. All the provisions of the Condominium Documents and the Rules and Regulations of the respective Associations and membership agreement pertaining to use and/or occupancy of the units and Club facilities shall be applicable and enforceable against any person occupying a unit as a lessee or guest to the same extent as against an owner, and a covenant upon the part of each occupant to abide by the rules and regulations of the respective Associations and Club and the provisions of the Condominium Documents and Membership Agreement, and designating the respective Association and Club as the owner's agent for the purpose of and with the authority to terminate the privilege to use the Club facility in the event of a violation by the tenant or guest, shall be an essential element of any occupancy agreement, whether oral or written and whether specifically expressed in such agreement or not.

8.12 Any person or persons occupying a condominium Unit, who is not the legal owner(s) of the Unit, must accompany their guests, and remain present with the guests, when such guests use any of the Club facilities.

### **9. MEMBERSHIP CARDS.**

9.1 One Membership Card will be issued to the Unit Owner as defined in Article 4.15 or the Primary User as defined in Article 4.13 and one card shall be issued to the unit owner's or primary user's tenant/guest as defined in Article 4.10 and 4.12, respectively, entitled to Club privileges. Membership Cards are not transferable. Presentation of a membership card is required prior to the use of the Club facilities and must be displayed while using the facilities.

9.1A Any owner(s) who sell their unit must return the membership cards (2) and original keys (2) to the Board of Directors of the Bermuda Isles & Cays Swim & Racquet Club, Inc., before the appropriate Condo Association will issue the Estoppel Letter required by the Title Companies. If membership cards (2) and keys (2) are not returned by the time the Estoppel Letter is issued, the seller will be assessed a two hundred dollar (\$200.00) non-compliance fee.

9.1B Any new owners) in Bermuda Isles I, Bermuda Isles II and Bermuda Cays Condominium Associations, Inc., will be charged a administration fee. The amount of the fee will be determined annually by the Board of Directors at a duly called and held Board meeting.

9.1C Any owner(s) in one of the three Associations, Bermuda Isles I, Bermuda Isles II and Bermuda Cays, who purchases a unit to substitute their present unit with one in the aforementioned Associations, will be required to turn in their present membership cards (2) and keys (2) to the Board of Directors, but will not be required to pay the administration fee, unless the seller(s) did not turn in their membership Cards (2) and Keys (2) to the Association. In that case, the Club will charge only for the replacement of membership Cards (2) and keys (2) in the amount to be established by the Board of Directors annually at a duly called and held Board meeting.

## **Bermuda Isles & Cays Swim & Racquet Club**

9.2 A membership card may not be used by any person other than the party to whom it is issued.

9.3 In the event of a lost or stolen membership card the Board must be notified immediately.

9.4 Membership dues and maintenance fees are payable in full in advance.

9.5 If the Club account of any member of the Club is delinquent, the Club may at its option take whatever action it deems necessary to effect collection including foreclosure of a lien on Club members property as more fully provided in the Membership Agreement. If the Club commences any legal action to collect any Club accounts owned by any member of the Club, or to enforce any other Club liability of such member, and if judgment is obtained by the Club, such member shall also be liable for all costs and expenses of such legal action and reasonable attorneys' fees (including such fees required in connection with appeal proceeding).

### **10. MEMBER TERMINATION / SUSPENSION**

10.1 A member shall not terminate membership in the Club.

10.2 A member may be suspended by the Club if the member,

- a. fails to pay membership dues or maintenance fees in a proper and timely manner
- b. fails to abide by the rules and regulations set forth for use of the Club facilities.

10.3 Notwithstanding any suspension of membership the member shall remain liable for any membership dues and maintenance fees.

### **11. LOSS OR DESTRUCTION OF PROPERTY OR INSTANCES OF PERSONAL INJURY.**

11.1 The Club shall not be responsible for any loss or damage to any private party used or stored on the Club premises.

11.2 No person shall remove from the grounds any property belonging to the Club without proper 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 guest, or any family member. Members shall pay the cost of such damage promptly upon receipt of a statement from the Club.

11.3 Any member, 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 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's premises, shall do so at his or her own risk, and shall hold the Club, its board members, officers, employees, representatives and agents harmless from any and all loss, cost, claim, injury, damage or liability sustained or incurred by any guest of such member.

## **Bermuda Isles & Cays Swim & Racquet Club**

### **12. MAILING ADDRESSES.**

Each member shall be responsible for informing and filing with the Board in writing, preferably on a form provided, his or her mailing address, or any change thereof, to which the member wishes all Club notices and invoices be sent. A member shall be held to have received Club mailings ten (10) days after they have been mailed to the address on file with the Board.

### **13. SWIMMING POOLS.**

13.1 Use of the pool facilities at any time is at the swimmer's own risk.

13.2 Swimming, bathing and lounging in the pool and spa are permitted only during open hours of the pool, which are 8:00 AM to DUSK.

13.3 Children under twelve (12) years of age are not allowed to use the pool facilities unless accompanied by an adult.

13.4 Showers are required before entering any pool/spa.

13.5 Glass bottles, glasses and sharp objects are not permitted in the pool areas.

13.6 All swimmers must wear bona fide swimming attire. Cutoffs, dungarees, and bermudas are not considered appropriate swimwear. Children wearing diapers and children who are not completely toilet trained are not permitted in any pool. Diaper changing of children is allowed only in the Restrooms.

13.7 Dogs and other pets are not permitted in any pool area.

13.8 All persons using the pool furniture are required to cover the furniture with a towel when using suntan lotions and oils. It has been found that these preparations stain and damage the plastic strappings.

13.9 Running, ball playing, noisy or hazardous activity will not be permitted in the pool areas. Pushing, dunking and dangerous games are prohibited.

13.10 Jumping off starting blocks, hanging on lane lines and unauthorized diving is prohibited.

13.11 Fishing, spear fishing and snorkeling/scuba equipment, other than a mask, are not to be used in the pool areas except as part of an organized course of instruction.

13.12 Out of consideration of others, volume of radios and recorders must be kept at a reasonable level.

13.13 Alcoholic beverages and food are not allowed on or within the spa and pool deck areas or cabana area. Gum, soda pop, carbonated and flavored beverages, etc. are forbidden within four (4) feet of any pool or spa.

## **Bermuda Isles & Cays Swim & Racquet Club**

13.14 All persons using the pool areas and washrooms are urged to cooperate in keeping the areas clean by properly disposing of towels, cans, paper plates, cigarettes, etc.

13.15 Smoking is prohibited in the pool areas except in the designated sections.

13.16 Saving of chairs for persons absent from the pool area is prohibited.

13.17 No children under twelve (12) years of age are allowed in any spa.

13.18 Swimming floats and rafts are not allowed in the pools when four (4) or more persons are present in the pool/spa deck areas.

### **14. TENNIS RULES AND REGULATIONS.**

14.1 The Board reserves the right to maintain a reservation policy and court time availability for Club Members and guests.

14.2 Proper tennis attire is required at all times. Colors are permitted, however, cutoffs, bermudas, bathing suits, gym shorts, slacks and running shorts are not permitted. Smooth soled tennis shoes are required.

14.3 Alcoholic beverages and food are not allowed on or within the tennis court.

14.4 Use of the tennis court is limited to the hours of 8:00 AM to DUSK.