

# KEYS GATE COMMUNITY ASSOCIATION, INC.

## RULES & REGULATIONS

It is the intent of the Association to adopt Rules and Regulations that will preserve and enhance the lifestyle of the Keys Gate community and to enforce them uniformly without prejudice or exception.

1. **Definitions.** All initially capitalized terms shall have the meanings set forth in the Amended and Restated Declaration of Master Covenants for Keys Gate, as amended (collectively the "**Declaration**") unless otherwise defined herein.
2. **Applicability.** The provisions of these Rules and Regulations shall be applicable to all of Keys Gate but shall not be applicable to Declarant, the Golf Club Owner or any of their designees. Every Owner, lessee and guest shall comply with these Rules and Regulations and the provisions of the Association Documents, as amended from time to time. Failure of an Owner, lessee, occupant, or guest to comply with these Rules and Regulations shall be grounds for the Association to initiate enforcement action as outlined in the Association Documents.
3. **Management.** The Board, upon execution of a management agreement, hired the professional management company ("**Management**") to administer the affairs of the Association and maintenance of its Common Areas. Employees hired to provide such administration and maintenance are employees of Management and as such shall not be interfered with by Owners, lessees and/or their guests in the performance of their duties.
4. **Common Area Obstructions.** The common areas and facilities shall be used for their intended purpose. Carts, bicycles, carriages, chairs, tables, grills, waste receptacles or similar objects are not to be stored on Common Areas, unless provided for by the Association. Owners will not discard material onto any adjacent or adjoining Common Area. To provide emergency ingress and egress to each Residence, sidewalks, entrances, passages and stairways shall not be obstructed.
5. **Commercial Operations.** No commercial activity may be conducted within any Residence or upon any designated residential Lot. Commercial operations are permitted only in those areas of Keys Gate designated and zoned for commercial use. No Lot shall be used except for residential purposes. No building constructed on a Lot shall be used except for residential purposes, or as a garage, if applicable. No building shall be erected, altered, placed or permitted to remain on any Lot other than one (1) Residence. Uses by Declarant and its affiliates for model homes, sales displays, parking lots, sales offices and other offices, or any one or combination of such uses, shall be permitted. No changes may be made in buildings erected by Declarant or its affiliates (except if such changes are made by Declarant) without the consent of the Committee.
6. **Nuisances.** No noxious, offensive or unlawful activity may be carried out within Keys Gate. Similarly, activities which become an annoyance or nuisance to other Owners, lessees or neighbors are prohibited. Nothing shall be done or maintained on any Lot which may be or may become an annoyance or nuisance to the Neighborhood. Any activity on a Lot which interferes with television, cable or radio reception on another Lot shall be deemed a nuisance and a prohibited activity. In the event of a dispute or question as to what may be or may become a nuisance, such dispute or question shall be submitted to the Board, which shall render a decision in writing. Such decision shall be dispositive of such dispute or questions.
7. **Storage.** Personal property of the Owner or occupant of a portable nature must be enclosed within an Owner's Residence or enclosed porch, out of sight from the street or adjoining properties.

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8. **Storm Preparation and Removal After Storm.** Owners who plan to be absent during the hurricane season must make arrangements for pre-storm preparation of their Residences prior to their departure. Management is not responsible for storm preparation of Lots or Residences.
9. **Damage to Common Property.** Any activity by Owners, lessees and/or their guests which causes damage beyond reasonable wear and tear to Association property including, without limitation, buildings, parking areas, lawns and/or landscaping within or upon any Common Areas is prohibited. Payment for such damage will be the responsibility and charged as a Personal Assessment to the appropriate Owner. Nonpayment of the Personal Assessment for such damage will constitute cause for filing a lien against such Owner's property.
10. **Smoking.** Smoking in enclosed Common Areas or facilities is prohibited.
11. **Pets, Livestock and Poultry.** Generally, no animals, reptiles, wildlife, livestock or poultry of any kind shall be raised, bred or kept on any Lot except no more than three (3) household pets may be kept on a Lot in East Lake and Fairways and two (2) household pets may be kept on any Lot elsewhere in Keys Gate, provided they are not kept, bred, or maintained for any commercial purpose, and provided that they do not become a nuisance or annoyance to any neighbor by reason of barking or otherwise. A determination by the Board that an animal or pet kept or harbored in a Residence is a nuisance shall be removed within forty-eight (48) hours of the giving of the notice. Notwithstanding anything to the contrary, seeing-eye dogs shall not be governed by the restrictions contained in this Section. No dogs or other pets shall be permitted to have excretions on any Common Area, unless owners immediately clean up any such excretions. No dogs, cats and other animals permitted by the Association Documents (collectively "**Household Pets**") shall be tied out on the exterior of the Residence or in the Common Areas, or left unattended. Possession of Household Pets are permitted as specifically provided for in the Association Documents and Condominium Association Documents. Owners, lessees, and guests are responsible for assuring their pets do not become a nuisance or annoyance to any neighbor.
- a. Tropical fish and domestic birds are permitted as long as the latter are kept indoors. Reptiles, livestock, wildlife or poultry are not permitted.
  - b. No animal may be raised, bred, or kept for commercial purposes.
  - c. When outside a Residence, pets must be physically restrained. If not held or in a carrier, cats and dogs must be on a leash, such leash may not be more than six (6) feet long.
  - d. Pets will not be permitted to have excretions on other Lots or Common Area property unless the owner immediately cleans up such excretion, places it in a sealed bag and deposits it in a garbage receptacle.
  - e. Pets shall also be subject to applicable Rules and Regulations concerned with damage to Association, Lot, Residence, and Common Area property.
12. **Parking of Vehicles.** Each assignment of a parking space shall be evidenced by a written assignment executed by Declarant, or the Board, in favor of the applicable Residence. The assignment shall be entered in a parking space registry maintained by the Association, but no assignment shall be recorded in any Public Records. The right to use a parking space shall be appurtenant, and shall pass with the title, to the Residence to which it is originally assigned without the necessity of any reference in a deed of conveyance or other instrument. Owners may exchange or otherwise assign to one another their rights to use their respective parking spaces, provided that there shall be one (1) parking space assigned to each Residence at all times. In the event that the Declarant or Association designates parking spaces by painting numbers thereon, the Association shall maintain such numbers so as to be readable at all times. The cost of such maintenance is to be paid for by appropriate Neighborhood Assessments levied against the Lots in the Neighborhood in which

parking is assigned. Nothing herein contained shall require Declarant to assign parking spaces. The following Rules govern the parking of vehicles within Keys Gate:

13. **Parking Decals and Passes.** All vehicles shall be parked in the specific Neighborhood where the resident lives or a guest is visiting. Vehicles parked in a Neighborhood different from where the resident lives or a guest is visiting shall be considered parked illegally and subject to towing at the owner's expense. All guest vehicles must have a currently dated parking pass in order to park in a visitor parking space. If there is no pass then the vehicle shall be considered parked illegally and subject to towing at the owner's expense. Residents may obtain additional parking passes from Management or Security.

- ◆ **Fairways (Cocoplum), Augusta Greens - Single Family, Dunwoodie, Augusta Greens - Condo, , Cali Greens, and Palm Isle Estates** which do not have a manned guardhouse will need to go to The Shores guardhouse in order to obtain **dated** parking passes for their guest(s). In **Keys Landing**, once the guard is not onsite, all guest(s) would have to go to The Shores guardhouse for their **dated** parking pass. In **Eastlake Village**, once the guard is not onsite, all guest(s) would need to go to the Northgate guardhouse their **dated** parking pass.
- ◆ In the event that any resident will be having a party, get-together, or any other such event, **residents** may contact Security or Management prior to the event to acquire additional **dated** parking passes.
- ◆ Guest vehicles may be parked in the street for short periods of time during the day and evening to facilitate those attending private parties and social gatherings. Vehicles must have an authorized guest pass displayed on the front windshield of vehicle and must follow the parking rules listed below:
  - (a) **Guest pass must be visible on the front windshield of the vehicle**
  - (b) **Do not block mailboxes or driveways**
  - (c) **Do not park on the grass or sidewalk**
  - (d) **Do not impede the flow of traffic**
  - (e) **Do not park in another homeowner's assigned parking space**
- ◆ Guest(s) of residents may be permitted to park their vehicles in the street for overnight periods with prior notification and approval of Security, Management, or the Board, provided the vehicle does not block neighboring driveways or restrict traffic flow and a valid guest parking pass must be displayed on the front windshield of the car. This provision is designed for short visits by out-of-town guests and not as a method of handling a second or third vehicle on a daily basis. Failure to follow these rules will result in an immediate tow without advance notice to vehicle owner.
- ◆ All residents are **required** to have a valid decal. No resident may park on the street at any time. Any resident that parks on the street will be at risk of having vehicle towed **immediately** at the vehicle owner's expense. Vehicles must be parked in the garage, on the driveway, or within their designated parking areas established by the Association. Parking is **prohibited** to block any mailboxes or driveways. Parking is **prohibited** on the grass and the sidewalks and may not impede the flow of traffic.
- ◆ For Keys Gate special events, Management may designate and assign certain roadways and areas as temporary parking areas.
- ◆ There shall be no parking on driveways of Lots or Residences owned by the Declarant or on driveways of neighbors who are away for the season without their written permission. In no event shall cars be parked where they will restrict visibility at intersections or impede the flow of emergency or service vehicles (i.e. police, fire, ambulances, mail delivery and garbage, etc.).

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◆ In North Gate, parking across the **driveway apron** is **not permitted**.

14. **Vehicle Towing**. Vehicles in violation of municipal traffic laws or ordinances or in violation of these Rules & Regulations may be towed by the Association. The owner of such vehicle shall be solely responsible for all expenses. The Association shall not be held liable for any damage incurred or resulting from towing, nor guilty of any criminal act by reason of such towing once proper notice of the violation is posted. Neither removal, nor failure of the owner to receive notice for any other reason, shall be grounds for relief of any kind. For purposes of this paragraph, vehicle shall also mean campers, mobile homes, and trailers, etc. An affidavit of the person posting the aforesaid notice stating that it was properly posted shall be conclusive evidence of proper posting. Violations also subject the owner to fines and restrictions as provided in the Association Documents.
15. **Inoperative or Unlicensed Vehicles**. Vehicles which cannot operate under their own power, or do not display a valid license plate, including vehicles on blocks and/or jack stands with missing or flat tires may not be kept within Keys Gate for periods of time exceeding twenty-four(24) hours unless they are stored within an enclosed garage. Repairs, other than emergency repairs, cannot be made to vehicles unless within the enclosed garage. Waste petroleum products must be disposed of outside of Keys Gate in accordance with Miami-Dade County and City of Homestead regulations.
16. **Traffic Regulations**. All posted Association traffic regulations will be enforced by the Association through Security. State & Municipal traffic regulations will be enforced by local law enforcement authorities.
17. **Commercial Trucks, Recreational Vehicles, Trailers, and Boats**. No trucks or commercial vehicles, campers, mobile homes, motor homes, house trailers of any description, recreational vehicles, boats, boat trailers, horse trailer or vans, shall be permitted to be parked or stored within the designated residential areas of Keys Gate, except in (i) enclosed garages; (ii) spaces dedicated specifically by the Declarant and/or the Association for some or all of the above; or (iii) in the Residence driveway without encroaching onto the sidewalk or street. For purposes of this Section, parking shall be for a period of time up to **twenty-four (24) hours, but not exceeding a one (1) overnight stay**, with the exception of **Fairways(Cocoplum), Augusta Greens, Dunwoodie and Palm Isle Estates** which **permits seventy-two (72) hours, not exceeding a third (3) overnight stay**. After the mandatory three (3) day time period expires, such boats and/or trailers are not allowed to return to driveway for a period of five (5) calendar days. 6 Commercial vehicles shall mean those vehicles which are not designed or used for daily personal and/or family purposes. **Commercial advertising on a vehicle is prohibited**. Boats and/or boat trailers may not encroach on sidewalks for any period of time. No on-street parking or parking on lawns shall be permitted. Guests may not use any motorized or mobile vehicles for overnight or extended stays. Under no circumstances may a boat and/or trailer be left in driveway after a Hurricane Watch is issued by local authorities. Such violation may result in an immediate tow.
18. **Garbage and Trash Containers and Disposal**. No Lot shall be used or maintained by an Owner as a dumping ground for rubbish, trash or other waste. No garbage, refuse, trash, or rubbish shall be disposed of except as specified by the local regulations. The ordinances of local governmental authority shall be followed. All trash, garbage and other waste shall be kept in clean, sanitary containers and, except during pickup if required to be placed at the curb, all containers shall be kept within an enclosed garage, storage room or out of public view. Storage on the side of the Residence or under foliage is prohibited. Under no circumstances shall any trash, garbage or other waste be placed outside the dumpster. Trash or garbage containers can only be placed curb side twenty-four (24) hours prior to pick up on the day of collection and must be stored away within eighteen (18) hours after collection. At no time should landscape materials be

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deposited in with the regular garbage. A weekly pick up of disposal landscape materials will be scheduled. No building waste or other material of any kind, including grass clippings, shall be dumped or stored within Keys Gate except the Declarant may temporarily store clean earth for the purpose of grading in connection with the erection of a building thereon or for the immediate improvement of the grounds. All large items shall be disposed of at the city dump.

19. **Pedestrians.** Pedestrians should use the sidewalks whenever possible. When sidewalks are not available, pedestrians shall walk on the side of the road facing traffic.
20. **Sales.** Owners shall submit a completed transfer application form ("**Transfer Application**"), which is available at the Management office, and a check made payable to Management for the Association transfer fee, if applicable (the "**Transfer Fee**"). Completed Transfer Applications must be submitted to Management no less than ten (10) days prior to closing. A certificate of estoppel shall be issued by Management upon receipt of the Transfer Application and the Transfer Fee, if applicable.
21. **Leases.** No portion of a residence, other than an entire Residence, may be leased. All leases for the leasing of Residences must be in writing and specifically provide that the lease is subject to all of the terms set forth in the Association Documents. Owners may not enter into a lease for a term of less than six (6) consecutive months. In no event, however, shall the giving, or application, of a security deposit serve to limit any lessee's (or applicable Owner's) liability for damages to the Common Areas or for the violation of this Declaration or any applicable Rules and Regulations. Each prospective lessee must submit the proposed lease to the Association along with an application fee so that the Association can run a background check on the lessee. Association will not process any request for lease approval until all Assessments for the Residence are current. The leasing of a Residence may require a security deposit not to exceed the lesser of \$1,000.00, or the maximum amount permitted by law (if any), such deposit to be held and applied, if necessary, first to compensate Association for any damage to the Common Areas, District Common Areas, or Neighborhood Common Areas, or loss incurred by Association by virtue of a violation of the Declaration or any Rules or Regulations of Association caused by the applicable lessee. Owners shall be responsible for the actions of their lessees and guests or any other persons who are within the Keys Gate community. Owners are subject to a fine as a result of their failure, or the failure of their lessee or guest, to comply with these Rules and Regulations.
22. **Resident Orientation.** The purpose of an orientation is to acquaint new Owners and lessees with the Keys Gate community. Both Owners and lessees must attend an orientation prior to auto decals or identification cards being issued. 8

# Keys Gate Playground Rules & Regulations

- No pets are permitted in the playground area of parks.

## 1. Fairways (Cocoplum) Playground Rules & Regulations.

- a. Fairways (Cocoplum) Park is for the use of Fairways (Cocoplum) residents and their guests only.
- b. Hours of operation are from sunrise to sunset.
- c. Children under the age of twelve (12) must be accompanied by an adult over the age of eighteen (18) years old.
- d. The park is intended to be a Neighborhood park where the residents walk and bike to the park.
- e. Vehicle parking has not been established; therefore no vehicles are to be parked on the grass and in the street in front of the park.
- f. Owners are responsible for any damage caused by their guests, lessees or any individual residing in their Residence.
- g. Residents are expected to cleanup up after themselves and throw trash away in the receptacles provided.

## 2. The Shores Playground Rules & Regulations.

- a. The Shores Park is for the use of the Shores residents and their guests only.
- b. Hours of operation are from sunrise to sunset.
- c. Children under the age of twelve (12) must be accompanied by an adult over the age of eighteen (18) years.
- d. The park is intended to be a Neighborhood park where the residents walk and bike to the park.
- e. Vehicle parking has not been established; therefore no vehicles are to be parked on the grass and in the street in front of the park.
- f. Owners are responsible for any damage caused by their guests, lessees or any individual residing in their Residence.
- g. Residents are expected to cleanup up after themselves and throw trash away in the receptacles provided.

3. **Fishing.** Residents of Neighborhoods have exclusive use of the lakes within the Neighborhoods because such lakes are Neighborhood Common Areas. Non-residents are not permitted to fish in the lakes within the Neighborhoods.

4. **Conflicts.** In the event there is a conflict between these Rules and Regulations and the Declaration, the Declaration shall prevail.

## TENNIS CLUB & RECREATIONAL FACILITIES

### RULES & REGULATIONS

The following Rules and Regulations govern the use of the Keys Gate Tennis Club (“**Tennis Club**”) and adjacent recreational facilities.

1. **Membership Eligibility.** Owners, lessees and guests residing in Keys Gate are eligible to use the Tennis Club and adjacent recreational facilities.

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## **2. Keys Gate Tennis Club.**

- a. The Tennis Club may be used by Owners, lessees, their guests and the general public during normal operating hours, either on a first come first serve basis or by advance reservation. Use of the facility is free to Keys Gate residents and their guests, but a fee will be charge to the general public. The reservation procedures will be posted at the Tennis Club.
- b. Residents using the Tennis Club must sign in at the designated location and show their Owner, lessee or guest Identification to the attendant. Any person not having the required Identification must pay the appropriate fees.
- c. Non-Keys Gate residents using the Tennis Club must sign in at the designated location and show proof of their Tennis Club membership or pay the appropriate fees.
- d. Owners and lessees are responsible for the actions of their guests.
- e. Children are the responsibility of their parent(s) or accompanying adult(s). This includes full supervision of them while using the Tennis Club. Certain Tennis Club activities may require a minimum age to participate or use the facility. In those instances, the age requirement will be posted adjacent to the facility.
- f. All persons using the Tennis Club must follow the posted Rules and Regulations. Posted Rules and Regulations include but are not limited to the following:
  - ◆ Players must sign in at the Tennis Pro Shop before taking a court.
  - ◆ Posted reservation procedures must be followed when scheduling play.
  - ◆ No alcoholic beverages, drinks, food, gum, or smoking is permitted on the tennis courts. Food and drinks are permitted in the center walkway area outside of the courts.
  - ◆ Proper attire must be worn.
  - ◆ The Tennis Club staff and/or Management are responsible for enforcement of the Tennis Club Rules and Regulations.

## **3. Keys Gate Recreational Facilities.**

- a. The Keys Gate Tennis Club adjacent recreational facilities may be used by Owners, lessees, their guests and the general public during normal hours, either on a first come first serve basis or by advance reservation. The reservation procedures will be posted at the facility.
- b. Residents using the Tennis Club adjacent recreational facilities must sign in at the designated location and show their Owner Identification, lessee Identification or guest Identification, to the attendant. Any person not having the required Identification must pay the appropriate fees.
- c. Non-Keys Gate Residents using the Tennis Club adjacent recreational facilities must sign in at the designated location and show their Identification or proof of membership and/or pay the appropriate fees.
- d. Owners are responsible for the conduct of their lessees and/or guests.
- e. Children are the direct responsibility of their parent(s) or accompanying adult(s). This includes full supervision of them while using the recreational facilities. Certain activities may require a minimum age to participate or use the facility. In those instances, the age requirement will be posted adjacent to the facility.
- f. All persons using the recreational facilities must abide by the posted Rules and Regulations and sign in at the appropriate location prior to beginning use of the recreational facilities.

## **MULTIPURPOSE TRAIL, EXERCISE STATION, & SIDEWALK RULES & REGULATIONS**

Given the limited size of the facilities and the expanding number of users, the following Rules and Regulations govern the use of the multipurpose trail, exercise stations and sidewalks located within the gated sections of Keys Gate.

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## 1. North Gate Village Neighborhoods.

- a. Only Owners, lessees and their guests living in the North Gate Neighborhood are permitted to use the multipurpose trail system and exercise stations located in North Gate.
- b. Proper Owner or lessee Identification must be carried at all times within the gated sections of Keys Gate.
- c. Trails and sidewalks are limited to walking, jogging, motorized handicapped vehicles, biking, roller-blading, roller-skating, and skate boarding. Motorized vehicles are not allowed on the multipurpose trail except for maintenance and security.
- d. Pet owners are responsible for clean-up of any excrement created by their pets when using the multipurpose trail. Pet excrement must be placed in a sealed bag and disposed of in an appropriate garbage receptacle.

## 2. East Lake Village and Fairways Neighborhoods.

- a. Owners, lessees and/or their guests living in the East Lake Neighborhood or the Fairways Neighborhood are not permitted to use the multipurpose trail system located within North Gate.
- b. Proper Owner, lessee or guest Identification must be carried at all times within the gated sections of Keys Gate.
- c. Sidewalk use is limited to walking, jogging, biking, roller-blading, roller-skating, and skate boarding.
- d. Pet owners are responsible for clean-up of any excrement left by their animals while using the sidewalk. Pet excrement must be placed in a sealed bag and disposed of in an appropriate garbage receptacle.

3. **Towngate and Arbor Park Recreational Area.** The Towngate and Arbor Park recreational area is reserved as a Neighborhood Common Area for the Towngate and Arbor Park Neighborhoods only.

## LAKES & CANAL RULES & REGULATIONS

The following Rules and Regulations govern the use of the lakes and canals located within or adjacent to Keys Gate:

1. No swimming, diving or wading is permitted in the lakes or canals located within or adjacent to the North Gate Neighborhood or Center Gate Neighborhood.
2. Owners, lessees and/or guests are permitted to fish from any area that slopes down to the water around the perimeter of the lake or along the edges of the canal ("**Open Common Area**") which is not designated as a Neighborhood Common Area. Owners, lessees and/or guests cannot trespass on private property to reach the Open Common Area, but rather must enter from other Common Areas.
3. Night fishing from Open Common Area is permitted providing it is done in an area where there are no Residences directly in back of the Open Common Area. Spotlight fishing is prohibited.
4. All Florida State Fishing laws must be abided by and will be enforced within Keys Gate.
5. No watercraft of any kind is allowed on the lakes except for maintenance and security purposes.
6. Owners, lessees and/or guests are not permitted to store any equipment, construct permanent or temporary structures, plant any landscape materials, or to alter in any way the Open Common Area adjacent to the lakes.

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7. Owners, lessees and/or guests are responsible for clean-up of excrement left by their pets and/or debris and remains from cleaning fish while using the lakes and canals. Such debris must be placed in a sealed bag and disposed of in an appropriate garbage receptacle.

## **RECREATIONAL FACILITIES**

### **RULES AND REGULATIONS**

To enjoy the Keys Gate Royal Palm recreation facilities, every Member and guest is required to become familiar with and comply with the following Rules and Regulations. Failure of any Member or guest to comply shall be grounds for suspending his/her privileges to use any or all such recreational facilities.

Management and the recreational director (the "Director"), if any, shall have the authority to refuse admittance or to remove anyone from any recreational facility for reasons including, without limitation, failure to pay Assessments, failure to provide a valid identification, reasons defined by the Department of Public Health, intoxication, misconduct, disregard for the Rules and Regulations, or such Member whose privileges have otherwise been suspended by the Board and or Association.

**1. Identification Required:** All Members or guests must be able to show a valid resident identification ("identification"), when using any Keys Gate recreation facility. There are no exceptions to this requirement. Members in good standing may obtain valid identification at the Royal Palm Clubhouse after filing out the appropriate documents during or after orientation held at the Management Office. No lessee identification can be issued until the Owner identification has been returned to the Royal Palm Clubhouse and all documents required by the association have been obtained through the Management Office.

**2. Guest Passes:** Each Member in good standing will be issued a guest pass containing sixty (60) numbers at the beginning of each fiscal year. Each number represents one guest visit. For every day a guest uses the recreational facilities, a number will be logged onto the Members guest log by a recreational staff. When all of the numbers have been used, a new guest log may be purchased (\$100.00) by the Member. Pricing for additional visits is subjected to change without notice. Six (6) guests per day will be permitted to use the Association recreational facilities for each eligible resident. Guest passes are issued to resident's homeowners 18 years or older.

**3. Damages:** Members are responsible for the actions of their lessees and guests. Costs to repair the Keys Gate recreational facilities and repair or replace its property, where damage is caused by an action of the Member or guest, shall be the sole responsibility of the sponsoring Member. This cost shall become a Personal Assessment against such Member.

**4. Hours of Operation:** The hours of operation will be posted at each recreational facility and are subject to change. When scheduled hours of operation are changed, notices will be posted fifteen (15) days in advance, at the appropriate recreational facility to alert the Keys Gate Members.

**5. Loss of Privileges:** The use of recreational facilities at Keys Gate is a privilege afforded to Members who are current with their Assessments, and obey these Rules and Regulations. Members who are delinquent in their Assessments, or do not comply with these Rules and Regulations, may lose the privilege until they become current with their Assessments and or correct the violation of the Rules and Regulations.

**6. Children:** The Association reserves the right to develop further Rules and Regulations regarding the use and access of recreational facilities by persons under the age of eighteen (18) years of age ("children"). When such Rules and Regulations have been adopted, they shall be posted upon and or within the respective facility to which said Rules and Regulations pertain.

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Subsequent Rules and Regulations, upon notification to all Members, shall have the full force and effect of the Rules and Regulations contained herein, and shall be binding upon all Members of the Association and their guests. Children are the direct responsibility of their parent(s) or designated adult(s). See Rules and Regulations for restrictions regarding specific recreational facilities.

**7. Over Night Parking:** No overnight parking is permitted unless you obtain a parking permit through the RPC management or security. The parking pass is only good for one (1) overnight parking.

## ROYAL PALM CLUBHOUSE

**1. Eligibility:** The Royal Palm Clubhouse ("RPC") is reserved as a Royal Palm Shared District Common Area for the use of North Gate and Center Gate. Residents within East Lake Neighborhood, Cocoplum Neighborhood, Keys Landing Neighborhood, The Shores Neighborhood, Town Gate Arbor Park Neighborhood, Palm Isle Estate Neighborhood and such other Neighborhoods as Declarant shall determine in its sole discretion by amendment to the Declaration from time to time are currently allowed to purchase memberships from Declarant to the Royal Palm Clubhouse. Declarant reserves the right to discontinue the availability of memberships for new East Lake and Fairways Owners at any time, or to sell memberships in the Royal Palm Clubhouse to other residents of Keys Gate. Declarant has the right to sell memberships to the Royal Palm Clubhouse to Keys Gate residents in Neighborhoods other than North Gate and Center Gate until the Turnover Date. Monies from the sale of memberships in the Royal Palm Clubhouse shall be used to offset the operating expenses of the Royal Palm Clubhouse that are presently being partially funded by the Declarant. Members and guest identification may be obtained at the Royal Palm Clubhouse and are coded by District, to facilitate identification.

**2. Proper Attire:** All persons entering or exiting the RPC shall be properly attired. Bathing suits may be worn in areas of the RPC if bathing suits are dry and completely covered. Footwear is required.

### **3. Swimming Pool Rules:**

A. No lifeguard is on duty. Swim at own risk. Swimming alone is not recommended, B. No food or drink is allowed in the pool or on the pool deck, or within 15 feet of the pool edge, except during special events sponsored by the Association and then only in designated areas of the pool deck.

C. No glass or exposed containers of alcohol beverages.

D. No animals are allowed in the pool or on the pool deck.

E. All people must shower before entering the water.

F. Maximum number in pool is 90 persons, on a first come, first serve basis.

G. No diving, running, jumping, horseplay, or throwing anyone from pool edge.

H. No running on pool deck.

I. Proper bathing attire is required. No cut offs, shorts or underwear garments permitted.

J. For hygienic and health reasons, no persons in diapers are permitted in the pool. However, approved swim diapers are permitted and are required for all persons three (3) or younger.

K. No toys are permitted in the pool.

L. Children seventeen (17) and under must be accompanied by an adult at all times.

M. No smoking in the pool, smoking is permitted in designated areas.

N. Small baby floats with built in seat, noodles as well as other flotation devices not otherwise banned, are permitted providing they are being used for flotation. No inner tubes, rings or mats permitted.

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O. Mask, goggles, snorkel breathing tubes, hand and feet fins allowed provided the user does not interfere with others in the pool.

P. When someone is in the lap lane, all other swimmers must stay clear of this area.

Q. In the event of inclement weather, (thunder, lightning) all bathers must exit the pool. After 15 minutes of uninterrupted weather, the pool will resume regular operation.

#### **4. Rules for use of the Jacuzzi:**

A. Use of the Jacuzzi is at your own risk.

B. Persons with heart or respiratory conditions should consult with their doctor and use the Jacuzzi with caution.

C. Refrain from staying in the heat for extended periods or exposure. Maximum use is limited to fifteen (15) minutes.

D. Maximum temperature 102 Fahrenheit.

E. No glass or beverages of any type permitted while using Jacuzzi.

F. Shower before entering.

G. No running, jumping or diving.

H. No hairpins or barrettes in hair while using Jacuzzi.

I. Children under the age of five (5) are not permitted to enter Jacuzzi. Children over the age of five (5) and under the age of eighteen (18), must be accompanied by an adult.

J. Bathing load is twelve (12) persons.

K. No one other than the RPC Team is permitted to touch the heater or Jacuzzi equipment.

L. In the event of inclement weather please refer to Q under the pool rules.

#### **5. Rules for the Sauna:**

A. Use of the Sauna is at your own risk.

B. Persons with health conditions should consult with their doctor or use the Sauna with extreme caution.

C. Refrain from excessive periods of exposure.

D. All minors must be accompanied by an adult.

E. No person or children of the opposite sex allowed in the sauna or locker rooms at any time.

#### **6. Rules for the Ping Pong Room:**

A. Use of the Ping Pong room is at your own risk.

B. Residents must leave Clubhouse ID badge at front desk.

C. All minors must be accompanied by an adult.

Updated on website March 2016

### **7. Rules for using the Exercise & Weight Room:**

- A. Use of the Exercise & Weight Room is at your own risk.
- B. For safety and liability reasons, children seventeen (17) years of age and under are not permitted in the exercise and weight room.

### **8. Rules for using the Billiard Room:**

- A. No minors are allowed in Billiard area unless accompanied by an adult.

### **9. Rules for using the Card Room:**

- A. No wagering or garnishing as prohibited by Florida Statutes.

### **10. Rules for using the Library:**

- A. Open to everyone.

### **11. Rules for Shuffle Board Court:**

- A. As posted.

### **12. General Rules:**

- A. There shall be no rollerblading, roller skating or skate boarding on the RPC property (i.e. portico, pool deck or adjacent parking area).
- B. With prior approval from Management, publications may be posted in the designated area within the RPC. There shall be no distribution or commercial or political advertising leaflets from adjacent to the RPC unless prior authorization has been received from Management and or the Board.
- C. Within the RPC children are the responsibility of their parent(s) or accompanying adult(s)
- D. No running permitted in the facility.
- E. Clubhouse special purpose rooms may be used by Members and their guests during operating hours either on a first come first serve basis or by reservation. These rooms are not to be used for religious or political groups or by anyone seeking personal or business financial gain.
- F. Bikes must be parked in the bike rack or bike rack area. Bikes are not to be parked under the front entry area or brought into the Clubhouse.
- G. Licensed motorcycles, scooters, golf carts and mopeds must be parked in the regular parking area.
- H. Representatives of the Association, RPC Staff or employees of the Management are not responsible for lost or stolen items. However, lost & found property may be recovered at the Front Desk.

I. Barbeque area available by reservation only. Reservations must be made seventy two (72) hours prior to usage. A \$50.00 refundable deposit is needed to secure the reservation. Members are permitted to use the area and are responsible for the set up and cleanup of the area. This area is for private usage only, no corporate entry, religious or political group is permitted. Additionally, this area may not be used for financial gain, during the usage of this area, no one is permitted to use any other area of the clubhouse other than the bathrooms located in the front lobby of the facility, to gain entrance to the clubhouse, and all people must come through the front entrance. There is no usage of the craft room or kitchen area.

J. The Kitchen is not open to the residents. However, during Special Events, the kitchen may be used by volunteers for purpose of raising funds to support the RPC.

K. The Ice Machine is for the sole purpose of the RPC and is not to be used to fill coolers other than for the purpose of an event held by the Association.

L. Foul or vulgar language will not be tolerated.

M. Verbal abuse of the staff will not be tolerated.

N. Violation or abuse of privileges could result in suspension of your membership.

O. No pets including fowl are permitted in the facility.