

the Pearl

REGENCY AT AVENIR

CLUBHOUSE RULES & REGULATIONS

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INTRODUCTION

Homeownership in Regency at Avenir grants residents full access to our plus 31,000 square foot Clubhouse and its extensive amenities. These Rules and Regulations serve as guidelines for use of the facilities including all indoor and outdoor common areas. Your involvement is both necessary and encouraged; responsibility, cooperation and action have many rewards including the preservation, maintenance and enhancement of the community as a whole.

The Management Company approved by the Board of Directors is the managing agent for the Regency at Avenir Community Association. Management is responsible for the operation of the Association, including the management and operation of all facilities and common areas as well as day-to-day business operations including personnel and fiscal management. The Manager is charged by the Board of Directors with implementing and enforcing established Rules and Regulations in a courteous, fair and equal manner for all members.

The Board of Directors has the authority to change, add to or repeal any or all of these Rules and Regulations.

MEMBER CODE OF CONDUCT

At Regency at Avenir we strive to uphold a safe, fun, and social environment. As such, we expect proper, respectful conduct on the premises at all times. Disrespectful conduct toward our members, guests, staff, vendors or property including, but not limited to vulgar, profane, indecent, offensive, violent, hostile, aggressive, threatening, harassing, stalking, fraudulent, or other inappropriate conduct or communications will not be tolerated.

Management staff reserves the right, in their sole discretion, to require anyone in violation of the Code of Conduct to immediately leave the premises.

ASSOCIATION KEY FOBS/TRANSPONDERS

Association key FOBS are required to access the community and clubhouse facilities. Key FOBS are issued upon close of escrow with proper identification and current vehicle registration. Each residence will receive up to two key FOBS at issuance dependent on the number of vehicles owned. Replacement key FOBS will be available for purchase through Management. Please note that issuance of new key FOBS will result in the deactivation of old key FOBS.

A. Occupancy Requirement

The right to an Association key FOB is based upon occupancy of a Unit. Any Owner who sells, leases or otherwise transfers occupancy of his/her Unit, or any key Fob holder member of the Owner's household who ceases to occupy the Unit, shall provide the Association with immediate notice thereof and surrender to the Association his/her previously issued Association key FOB. Likewise, any lessee or member of the lessee's household who ceases to occupy the Unit shall provide the Association with immediate notice thereof and surrender to the Association his/her previously issued Association key FOB.

B. Qualified Occupant

Association key FOBS shall be issued based on the residency of a qualified occupant as that term is defined in Article I of the CC&Rs and subject to the further requirement that at least 80% of the units be occupied by at least one-person age 55 or older.

C. Proof of Residency

Individuals, other than Owners, seeking to obtain Association key FOBS shall provide proof of residency in the form of a valid driver license with a Regency at Avenir address.

D. Proof of Age

No Association key FOBS shall be issued to individuals under the age of 18.

E. Good Standing

In order for an Association key FOB to be issued or to continue to be valid, the Owner of the Unit shall be in good standing. A Unit Owner shall be in good standing unless his Association key FOBs have been revoked or suspended for the following actions of a member of their respective household:

- a) Use of false information in obtaining the key FOBs;
- b) Unauthorized use;
- c) Violation of the governing documents including rules and regulations; or
- d) Non-payment of assessments or other charges.

TENANTS AND GUESTS

- A. Owners are responsible for the conduct of their tenants and guests.
- B. Tenants and guests are subject to all Rules and Regulations.
- C. It is the intention of the Association to accommodate guests without inconvenience to other Members, therefore, the Association reserves the right to limit the number of guests that may accompany a Member on any given day and the number of times a particular guest may use the common facilities in any single year.
- D. Guests may not check out equipment; only Members or Tenants with valid Association key FOBs can check out equipment.
- E. Guests must sign a hold harmless waiver in order to play Pickleball and Tennis.
- F. Leasing of a Unit

Any Homeowner desiring to lease his/her Unit shall obtain an affidavit from the Management Company. **Please note: A minimum of one year from a homeowner's recorded deed date must elapse before a unit can be leased, per the Toll Brothers Building Contract.** The affidavit is to be completed by the prospective Lessee and Lessor and shall be submitted to the Management Company for processing prior to the Lessee occupying the Unit. The documentation shall include the following:

- a) Completion of the Age Qualification Verification Form. The Lessee must be at least 55 years old and no one under the age of 18 years of age is permitted to be a resident. Proof of age shall be required and may include: A driver's license, state issued ID card, or current Passport.
- b) Copy of the proposed Lease Agreement. The actual lease fee is not required to be included in the copy of the Lease Agreement. The Lease Agreement shall be pursuant to Regency at Avenir governing documents restrictions.
- c) No subleases will be permitted without approval from the Board.

COMMON AREA FACILITIES

Hours of Operation

- A. The Clubhouse is accessible via FOBS from 6:00AM to 10:00PM daily..
- B. A Clubhouse Attendant will be present from 10AM to 8PM.
- C. Pool hours are sunrise to sundown per Palm Beach County regulations.

A. General Facility Use

- a) All Members and guests are strongly encouraged to consult a physician before undertaking any physical activity or workout regimen. Anyone with health issues is especially encouraged to seek their doctor's advice before engaging in any physical activity in common area facilities. Everyone using the facilities does so at their own risk and assumes full responsibility for any illness or injury they sustain while using the facilities.
- b) The Clubhouse is a private facility, reserved for the exclusive use of Members and their guests. Use of all facilities is predicated on a first-come, first-serve basis, unless reserved with the approval of Management.

- c) All individuals inside the Clubhouse must be properly attired. Shirts, shorts or pants, and foot coverings are required in all common areas except in the swimming pool/spa/locker room areas where proper swimming attire is required. Proper athletic attire is required in the fitness center and the Yoga Room.
- d) No calls may be made or taken in the fitness center and the Yoga Room. Please use common courtesy when using mobile devices in any other area of the Clubhouse.
- e) Only Management staff may make room reservations. The Association has priority in the usage of common area facilities.
- f) Furniture, chairs and all other Association property are to remain in their designated areas. Residents are not allowed to move furniture. Exceptions can be granted by Management.
- g) The Association will not be responsible for any misplaced or lost items such as clothing, jewelry, money or any other items left in any common areas.
- h) Weapons of any kind may not be brought into or used on the premises for any reason.
- i) Pets are not allowed inside the clubhouse or pool areas with the exception of service animals.
- j) Coffee, tea and water bottles may be available, at the Board's discretion. It is intended that these beverages be consumed at the community facility.

B. The Harbor Lounge, the Co-work Den and Oasis Cafe

- a) Coffee table books will be provided. We encourage residents to bring their own reading materials and electronic devices and enjoy the quiet, private atmosphere.
- b) Complimentary coffee and water is available in the Harbor Lounge. Lids should always be placed on coffee cups to prevent spills.

C. The Wellness Studio:

The Fitness Center, Yoga & Meditation Center, Locker Rooms, Serenity Rooms and the Tee Up Golf Simulator

- a) No children under the age of 18 will be permitted in the Wellness Studio
- b) No glass or glass containers of any kind are permitted in the Fitness Center and Yoga & Meditation Space.
- c) Non-alcoholic drinks are allowed in covered, spill-proof containers only.
- d) Appropriate exercise attire is required at all times – shirts/shorts/pants/sweats and closed toe shoes. Proper footwear must be worn in all areas of the Fitness Center and the Yoga & Meditation Space.
- e) Individuals utilizing exercise equipment must have a workout towel while exercising to help absorb sweat. It is mandatory that equipment be wiped down after each use. The Association supplies cleaning agents for this purpose.
- f) It is recognized that some persons and/or groups may desire to contract with a personal trainer, a massage therapist or individuals having expertise in certain areas. Personal trainers, massage therapists and other health practitioners must register with Management and provide information as determined by Management. At a minimum, contact name, address, phone number, e-mail, certification and insurance information. Management will also implement procedures to ensure that tax obligations are met, as well as other applicable federal, state and local requirements. Time limits may be established for the usage of fitness equipment.
- g) Fees may be charged for group classes.
- h) Management staff is responsible for the scheduling of all areas of The Wellness Studio. Unless reserved, all areas, are available on a first-come, first-serve basis. The Serenity Rooms are available for residents to book a private massage with their own personal massage therapist. Prior to booking, copies of all required licenses and insurance must be provided. Please contact the front desk for additional information.
- i) Class equipment may be available for general use during regular operating hours.
- j) To utilize equipment and supplies that may be kept secured in locked cabinets or drawers, qualified Residents shall present their Association key FOB to the Club Attendant. It will be kept on file until the appropriate key or supplies are returned.

D. Massage Rooms

- a) Clubhouse amenities include 2 Massage Rooms, available for residents to book a private massage with their own personal massage therapist. Prior to booking, copies of all required licenses and insurance must be provided. Please contact the Lifestyle Director for additional information.

E. The Tee Up Golf Simulator Room

- a) The Golf Simulator Room is available in 1 to 4 hour blocks through reservation only. The room also facilitates other games such as bowling, dodge ball, soccer, and corn hole.–The room may be reserved at the front desk.
- b) The Association will provide all equipment including golf clubs, a bowling ball, a dodge ball, soccer ball, and sand bags. Please note that personal equipment is not allowed in the room. Golf clubs and other equipment are to be returned to their proper storage place upon completion of play.

F. Stripes and Solids Billiards Room and the Dealer's choice Card Room

- a) Do not place food or drink on card and poker tables to protect them from damage.
- c) Players must act in turn. Proper etiquette and respect is expected of all occupants and guests.
- c) Tables are available on first come, first serve basis. Tables cannot be reserved by placing object on chairs or tables.

G. Locker Rooms

- a) Day lockers are available at the front desk on a first-come, first-serve basis and are not permanently assigned.
- b) Shower facilities are provided for users of Association activity areas. They are not intended to be used as a substitute for at-home shower and bathing areas.
- c) Activities such as hair dyeing are not allowed.

H. Stow Away Wine Lockers

- a) Wine Lockers are available on a first come first serve basis for an annual lease. Please contact the front desk for additional information.

I. The Lagoon: Swimming Pool and Hot Tub

- a) Persons with infectious skin diseases, open sores, eye, nasal or ear discharges are not allowed in the outdoor pool or Hot Tub. All dressings (Band-Aids) are to be removed before entering the pool areas.
- b) Appropriate swimwear is required in the pools and pool areas.
- c) The pool temperature will be kept between 82- and 85-degrees Fahrenheit, in accordance with industry standards. A third-party vendor will be responsible for pool maintenance; Management will not have access to pool thermostats.
- d) The Hot Tub temperatures will be kept between 102- and 104-degrees Fahrenheit, in accordance with industry standards. A third-party vendor will be responsible for spa maintenance; Management will not have access to thermostats.
- e) Personal audio or video devices may not be used in the pool areas.
- f) No glass or glass containers of any kind are permitted in the pool areas. Liquids are allowed in covered, spill-proof containers.
- g) Lap lane are reserved for continuous swimming only.
- h) Lap lane must be shared if multiple lap swimmers are present.
- i) Pool and Hot Tub chemicals are used in accordance with prevailing health codes. While every effort will be made to ensure that chemical levels are always at appropriate levels, swimmers are informed that, because of several factors (temperature, utilization, equipment function), there may be times that

chemicals could cause damage to swimwear. The Association will not be responsible for any such damage.

- j) Management may close the pool or Hot Tub with or without notice, to perform maintenance or service the pool and Hot Tub, or for special events.
- k) Jumping, diving or splashing will not be permitted in Hot Tub.
- l) Members and their guests must use caution when using the Hot Tub. Excessive exposure is discouraged. No more than 10 to 15 minutes at any one time is suggested.
- m) Flotation devices are not permitted in the Hot Tub.
- n) Management staff is responsible for the scheduling of classes in the pool area. All classes are available on a first-come, first-serve basis.

J. The Recreation Courts

- a) The Tennis and Pickle ball Courts are open from dawn to 10 PM, the basketball court closes at sundown. Courts are provided for Members and their guests 13 years of age and older. Guest players are required to be accompanied by an Occupant at the start of play and remain with the Occupant at all times.
- b) All players must wear proper attire and shoes.
- d) Food, chewing gum and tobacco products are not allowed on the courts. Liquids in non-glass, spill-proof containers are permitted.
- e) Except for clubs and Association events, there are no court reservations. A first-come, first-play policy will be utilized.
- f) Pets are not permitted on the courts.
- g) Bocce Ball, Corn Hole, Ping Pong, Billiards and Basketball Equipment can be checked out at the front desk by an owner. Guest players are required to be accompanied by an owner at the start of play and remain with the owner at all times.
- h) The fire pit operates by a key and button combination. Once it is lit a timer can be set for up to 60 minutes. The key is in the lock by the fire pit. Please be aware that the fire pit cannot be turned on later than an hour before closing time.

K. Facility Rental

The Coquina Ballroom and Marina Club with the adjoining outside Veranda area located in the Clubhouse are available for rental by Residents and Chartered Clubs under the terms and conditions outlined below and in the Rental Agreement and Fee Schedule, which may from time to time amended.

Residents may contract for personal private parties, for themselves or their immediate family members which are defined as an activity for the benefit of the spouse, sibling, child or grandchild of a Resident. Examples include birthday parties, anniversary celebrations and weddings. Residents are required to state the type of function when reserving. Attendees may include both Residents and non-Residents of Regency at Avenir. Please note – the celebrant must be 18 years of age or older. Variances may be requested for review by the Board of Directors.

Please refer to the Rental Agreement and Fee Schedule for rental fees and other contract specifications.

CLUBS

Clubs promote recreational pursuits among the Association's Members. It is the purpose of these rules and regulations to provide direction and structure to the Clubhouse system and enable the membership to fully enjoy the facilities and programs offered. Clubs function as nonprofit organizations within the organizational purview of the Association.

A. Establishing a Club

- a) Club applications must be filed using the forms provided by Management. Applications will be reviewed by Management and then submitted to the Board of Directors for approval and charter. Applications must be completed in their entirety prior to being forwarded to the Board for approval.
- b) Revisions to an approved application and Charter, including name change or the formation of an additional group under the umbrella of an existing Club, will require submission of a new Club application. Upon approval of the revision, the original Charter will be dissolved.
- c) Applications denied by Management may be appealed to the Board of Directors.
- d) Approval will not be granted to applicants that:
 - Are political, religious, gender based, ethnic culture, national origin, racial or that bar disability.
 - Are similar to existing Clubs or whose purpose is a duplication of existing clubs.
 - Need amenities the Association does not have, unless the Club agrees to purchase them.
 - Sets or implies a restrictive precondition for membership.

B. Club Requirements

- a) To be eligible for Charter Club status, the club must:
 - Have a minimum of 10 members.
 - Provide a stated specific purpose.
 - Be open to all Members of the Association without discrimination as to race, religion or ethnicity.
 - Submit a guest policy for both Member guests and non-Member guests when completing the application form.
- b) Clubs must hold a minimum of one meeting per year. Additional meetings may be held as deemed necessary by each Club.
- c) Clubs must elect officers comprised of a president, vice president and secretary. Each officer holds a one-year term. Only owners can serve as president. If the Club anticipates dues or other financial considerations, a treasurer must be elected. If desired, clubs may combine the position of secretary and treasurer.
- d) Elections must be held once a year. Clubs must operate on a calendar year schedule January through December.

C. Allocation of Space

- a) Space allocation is dependent upon Membership interest in a Clubs' activity and the availability of Association space. As space allows, Clubs are provided with regular meeting and activity space without charge. Depending on the nature and size of an activity, Management will determine the facility to be allocated. Due to limited resources, it may be necessary for Management to require more than one activity in a room. In all cases, the decision will be based on maximizing facility utilization. The Association reserves the right to preempt club space at any time on the basis of priorities established by the Association's general operations and policies.
- b) The facility and all equipment located therein remain the property of the Association. Regular facility usage and table assignments will be scheduled through Management. *Regular* is defined as consistently scheduled on the same day and time of the week/month/quarter throughout the calendar year.
- c) Clubs that have special equipment, used exclusively for the purpose of the Club, will be responsible for the maintenance, replacement and/or repair of those items. Storage space is limited for Club equipment and

supplies and must be requested and assigned through Management and authorized by the Board of Directors.

D. Club Membership and Operation

- a) Club Membership is open to any Association Member.
- b) Guests must check in at the front desk prior to participation in a Club meeting and/or Club function. Non-Association Member guests do not qualify for Club membership and must be accompanied by an Association Member at all times.

F. Annual Review

- a) Every Charter Club is required to provide Management with the following information by the end of January each year:
 - Name, address, phone number and email address for each officer.
 - Membership roster reflecting name, phone number and address. If Membership is not evidenced by payment of dues, Management reserves the right to contact the Members shown on the roster to determine their actual active participation.
 - An activity attendance report for the current year.
 - An annual financial report reflecting source of all revenues, the expenses that were paid by the Club and the current balance of the account. If the Club has a checking account, a copy of the latest statement will satisfy the requirement for the balance in the account. This report must be signed and dated by the treasurer.

G. Financial Procedures

- a) If the Club has a checking account, a financial statement must be submitted annually as part of the Annual Review in accordance with NRS 116. Clubs are responsible to ensure that all required taxes are paid and properly reported. All financial information is to be submitted to Management. Submission of financial information from groups in no way obligates Management, the Board of Directors, nor the Association as to the accuracy of said documents. If the group does not collect dues and does not have funds, this is to be noted on the annual financial statement.
- b) All clubs are required to follow the appropriate financial controls and such other procedures as deemed necessary by Management and/or the Board of Directors.

H. Code of Conduct

- a) All Club Members must abide by the Members' Code of Conduct as presented in the Clubhouse Rules and Regulations.
- b) If a Club or its officers fails to maintain compliance with the Clubhouse Rules and Regulations or through an incident that creates an issue for the Association, or if the duly elected offices of that Club fail to comply with the authorized direction of Management or the Board, it is the responsibility of Management to report it to the Board of Directors and suspend the Club's charter privileges for up to 30 days. Pending a review and hearing at the next scheduled Executive session, the Board of Directors reserves the right to remove the suspension, impose a longer suspension or revoke the Charter.
- c) Club rosters are solely intended to facilitate Club business. Care should be taken to protect the privacy of Members.

I. Club Dissolution

- a) If a Club disbands for any reason other than a name change or the formation of an additional group under the umbrella of an existing Charter Club, all Club assets (monies and equipment) shall be transferred to the Association. All financial obligations incurred by a Club must be satisfied prior to the final dissolution.
- b) If a Club disbands because of a name change or the formation of an additional group under the umbrella of an existing Charter Club, all Club assets (monies and equipment) shall be transferred to the new Charter Club if approved by the Board of Directors. If the Board of Directors does not approve the application for the new Charter Club and the existing Charter Club elects not to continue operation under the existing Charter Club, all Club assets shall be transferred to the Association.
- c) The Board of Directors has the right to suspend or revoke the Charter of any existing Club if the total membership falls below the required membership of 10 active members or the Club fails to maintain compliance with the rules and regulations stated herein.