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TAMPA PALMS

**RULES & REGULATIONS**

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TAMPA PALMS  
**RULES & REGULATIONS**

The rights and obligations of each member of Club Tampa Palms, herein known as the “Club”, are set forth in the Club Tampa Palms Covenants, as amended (the “Club Covenants”), and in these Rules and Regulations. All initially capitalized terms shall have the meanings set forth in the Club Covenants.

In order to insure Members’ enjoyment of all the Club Facilities, all persons using the Club shall conduct themselves in a courteous manner with due regard for the rights of others to use and enjoy the facilities. Proper etiquette and language are to be observed at all times. Violations of rules and regulations could result in suspension of Club privileges for a period determined by Club Management.

The number of persons using any or all of the recreational facilities at any given time may be limited as needed by Club Management.

All persons using the clubhouse facilities will follow the instructions and decisions of Club Management or a member of the Club Staff regarding the use of the facilities, priority of use and the length of time. Persons who fail to comply with the rules will be subject to removal by demand.

Club Management may post supplementary rules and regulations in specific areas as needed from time to time. All residents and their guests will be responsible for reading and abiding by these rules. Rules and regulations that are posted in any particular area, room or facility will control the use thereof and shall be deemed supplemental to these rules and regulations.

## 1. Membership

Every household within Tampa Palms North is given the privilege of membership to the Club. Each adult household member is entitled to membership at a cost of \$10 each.

### 1.1 Membership Activation:

#### a. Owners:

For an owner to activate membership privileges, an adult head of the household must complete a homeowner’s profile and provide the Club with proof of ownership as follows:

- Closing statement
- Picture identification - The owner will have 30 days from issuance of membership card to provide driver’s license with their current address.

Upon providing the Club with this information, he/she will be provided with a membership card. The head of the household is responsible for listing the names of everyone living in his/her home that are eligible for membership to the Club, keeping in mind the guidelines set in Item Number 1 above.

Once this has been accomplished, each household member listed on the homeowner's profile must come to the Club with picture identification to receive a membership card. The household member will have 30 days from issuance of membership card to provide identification with their current address.

b. Tenants:

Once an owner leases his/her home, he/she remains liable for Club charges, but will notify the club if they will be giving their tenant Club membership. Once occupancy is established, the adult head of the household must complete a homeowner's profile and provide the Club with the following:

- Proof of residence in the form of a lease agreement
- Picture identification - The tenant will have 30 days from issuance of membership card to provide driver's license with their current address.

Lease documents must be for a period longer than 3 months for the tenant's listed on the lease to take advantage of member privileges. Upon providing the Club with this information, he/she will pay card processing fee of \$10.00 and will be provided with a membership card. Membership to the Club will expire at the same time as the lease agreement that is on file with the Club. It is the Tenants responsibility to provide the Club with an updated lease agreement on an annual basis.

1.2 Guests

a. Owners:

Each household is eligible to bring ten (10) guests with them to the Club per year. After using ten (10) guest passes, more passes may be purchased for \$5/day per guest. Adult members (over the age of 18) must bring their guest(s) to the front desk at the Club and sign them in. Each guest must sign a waiver before using the Club facilities. Guests under the age of 18 must have a parent or guardian sign the waiver form before being issued a guest pass. Upon signing in the guest will be provided with a dated wristband. The wristband is good for one (1) day. And every guest must have the wristband on or they will be asked to leave the Club. Members are responsible for the actions of their guests and to make sure the guest is aware of the Club's Rules and Regulations.

b. Tenants:

Apartment Units will receive 1 guest pass per quarter. Adult members (over the age of 18) are eligible to purchase extra guest passes at the front desk. Adult members must bring their guest(s) to the front desk at the Club and sign them in. Each guest must sign a waiver before using the Club facilities. Guests under the age of 18 must have a parent or guardian sign the waiver form before being issued a guest pass. Upon signing in, the guest will be provided with a dated wristband. The wristband is good for one (1) day. And every guest must have the wristband on or they will be asked to leave the Club. Members are responsible for the actions of their guests and to make sure the guest is aware of the Club's Rules and Regulations.

- c. Purchase Price of Guest Passes :
  - \$5.00 for a One (1) Day Pass
  - \$20.00 for a Seven (7) Day Pass with a 7 day expiration date on card (\$10 for card and \$10 for membership - Homeowners only)
  - \$50.00 for a Thirty (30) Day Pass with a 30 day expiration date on card (\$10 for card and \$40 for membership – Homeowners only)
  
- d. Nanny/Caregiver Pass:
  - A Nanny/Caregiver or other person who provides care to a member while within the Club facilities is deemed to be a guest. Adult members may obtain one Nanny/Caregiver membership for \$10.00 per household. Nanny/Caregiver passes are only given membership privileges while accompanying the person under their care. The head of the household must bring the Nanny/Caregiver to the front desk. At that time they will add the Nanny/Caregiver to their homeowner profile and obtain a Nanny/Caregiver pass.
  - If the Nanny/Caregiver Pass is lost/stolen there will be a \$10.00 charge to replace it.

### 1.3 Membership Cards:

Membership cards are not transferable and are not to be used by anyone other than the club member.

#### Membership cards for Adult Members

Membership cards are issued to each member over the age of 14. For members between the age of 14 and 18 to receive a membership card a parent or legal guardian must sign a Consent, Waiver, Release and Indemnification form. Any member under the age of 18 who does not possess a membership card must be accompanied by an adult member or Nanny/Caregiver at all times.

#### a. Requirements to Present Membership Cards

It is the responsibility of every member of the Club to present their membership card upon entering the Club or at any time that Club staff requests to see a membership card. Failure to be able to produce a membership card or guest pass will result in Club staff asking you to leave the Club. As a necessary measure to prevent unauthorized use of the Club, Club staff is not allowed to look up membership information under any circumstances.

#### b. Lost Cards

Every member is responsible for their membership card. If your membership card is lost or stolen, you must report it to the Club immediately. The replacement fee for lost/stolen membership cards is \$10.00 per card. This fee cannot be waived; this covers the Club's cost for the card. If an unauthorized person uses the membership card, the member shall be liable for any loss damage or expense resulting from such unauthorized use.

## 2. Club Facilities

- 2.1 Hours of Operation:  
Club Office - Monday through Sunday – 8:00AM – 10:00PM

Pool Area, Fitness Center, Children’s Room and Sports Courts:  
Daily - 5AM – 11:00PM

The Club lobby will be closed on Thanksgiving, Christmas and New Year’s Days.

- 2.2 Club Staff:  
Members and their guests may not abuse any of the employees of the Club, verbally or otherwise. All service employees are under the supervision of the Club Manager, members and/or guests are not permitted to reprimand or dismiss or give directions to any member of the Club staff for any reason or at any time.

- 2.3 Club Property:  
Any property such as, but not limited to, furniture or any equipment owned by the Club shall not be removed from the Club by anyone. Furniture shall not be rearranged for any reason in the Club nor shall any furniture or equipment be moved from one room to another for any reason or at any time.

- 2.4 Parking:  
Self parking is permitted in the identified parking areas. No parking will be allowed on the grass. Driveways must not be blocked and no parking signs must be observed.

- 2.5 Attire:  
While in the Clubhouse proper attire is required at all times. Proper attire consists of Pants/shorts/skirt/dress, shirt and shoes.

Pools: While in the Pool area, proper swimming attire is required. Thongs, cut-offs and shorts are not considered appropriate swimming attire. When walking through the clubhouse to or from the pool areas, please use tasteful cover-ups.

Fitness Center: Proper workout attire is required.

Tennis Courts: Proper sports attire is required as stated under Clubhouse above. Anyone on the tennis courts must wear tennis shoes. No black or hard-soled shoes are allowed on the tennis courts at any time.

- 2.6 Food and Beverages:  
Inside the clubhouse, food and beverages will be permitted in the lobby area and the media room. Food and beverages are not permitted in the fitness center, the multipurpose room, children’s room or locker rooms.

- a. Alcoholic Beverages:  
Members may not enter or leave the Club Facilities with any alcoholic beverages, unless such beverages are served at a party or event. Alcoholic beverages are not allowed in the fitness Center, multipurpose room, children’s room, or any of the pool areas at any time.

2.7 Smoking:  
Club Tampa Palms is a smoke free facility. Smoking will not be permitted inside the clubhouse or in any of the fenced in areas to include all three pool areas, playground, and back patios. Members will be permitted to smoke only in the designated areas.

2.8 Minors:  
Anyone under the age of 18, who does not possess a membership card (14 or older) must be accompanied by an adult member at all times in any Club facility.

Minors under the age of 14 are not permitted in the Fitness Center at any time. Minors between the age of 14 and 18 are permitted in the fitness center if they possess a membership card or are accompanied by an adult member.

Minors under the age of 14 must be supervised by an Adult Swimmer.

2.9 Advertisements and Pamphlets:  
Commercial advertisements, private announcements, pamphlets or any other solicitation may not be posted or circulated within the Club without written approval of the Club Manager.

2.10 Personal Property:  
The Club is not responsible for any loss or damage to any private property used or stored anywhere on Club property or in Club facilities at any time. This applies to, but not limited to, cars, contents in cars, equipment, jewelry, items stored in lockers, bicycles or clothing.

2.11 Bikes and Skates:  
Bikes, Scooters and Skates of any kind are only permitted on paved areas for access purposes to the Club facilities. None of these are permitted to be used in the Clubhouse or Pool areas. Any of the above mentioned equipment left on the Club facilities are stored at the owner's risk. Bikes are not allowed in front of the Clubhouse.

2.12 Pets:  
No pets of any kind are permitted in any part of the Club facilities. This includes but not limited to the pools, pool areas, tennis courts, basketball courts and the Clubhouse.

2.13 Weapons:  
Firearms and other weapons of any kind are not permitted in the Club facilities at any time.

### 3. Facilities:

#### 3.1 Fitness Center:

a. Hours of Operation:  
5AM – 11PM – Daily

b. Attire:  
Proper workout attire is required.  
Water bottles are permitted in the fitness room. No glass containers.



- c. **Minors:**  
Minors under the age of 14 are never permitted in the fitness center. Minors between the ages of 14 to 18 are permitted if they possess a membership card with their name on it or if they are accompanied by an adult member.
- d. **Equipment:**  
When others are waiting to use equipment, use of cardio equipment is limited to thirty (30) minutes per person.  
  
Use of all equipment is at your own risk.
- e. **Sanitizing:**  
Everyone is responsible for wiping down every piece of equipment with the sanitizer provided by the Club after every use.
- f. **Towels:**  
Members are required to bring their own towels.

### 3.2 Children's Room:

This area is provided for children between the ages of 3 through 13. The children's room is not staffed by a Club staff member. Parents/guardians are responsible for the safety and actions of their own children.

No food or drink is permitted in the children's room.

As a courtesy to other members and their guests, everyone is required to clean up after themselves.

### 3.3 Pools:

- a. **Hours of Operation:**  
5:00AM – 11:00PM - Daily
- b. **Attire:**  
While in the Pool area, proper swimming attire is required. Thongs, cut-offs and shorts are not considered appropriate swimming attire. Minors who are not toilet trained must wear swimming attire designed for swimming and to prevent pool contamination. Diapers are not permitted in any of the pools.
- c. **Towels:**  
Members and their guests are required to bring their own towels.
- d. **Chaise lounges are available for use by members and their guests. All pool furniture must be covered with a towel when using sunscreen products. The use of these products can stain and/or damage the furniture.**
- e. **Risk of Use:**  
Members acknowledge that there are not lifeguards on duty at any of the pools at the Club. Use of the pools is at the members and/or guests own risk. Without limiting any other provision of these rules and regulations, each member is personally liable for any injury to themselves and/or their guests while using the pools.

- f. **Adult Supervision:**  
Minors under the age of 10 must be supervised by an adult member who is in the pool at the same time. Minors between the ages of 10 to 14 years old are permitted to use the pools only if accompanied and supervised by an adult member in the pool area and are not permitted under any circumstances in the Whirlpool/Spa. Minors under the age of 18 are permitted to use the pool if they have a membership card in their name or if they are accompanied and supervised by an adult member in the pool area.
  
- g. **Whirlpool/Spa:**  
Use of the whirlpool/spa is at your own risk. The temperature of the spa will be kept at 104 degrees. Persons with medical conditions should check with their doctor before using the whirlpool/spa. Do not use the whirlpool/spa if you are pregnant, under the influence of drugs or alcohol or after heavy exercise. If light headed, dizziness or nausea occur exit immediately. All persons should take appropriate precautions when using the whirlpool/spa and should not use the whirlpool/spa for more than ten (10) minutes at a time. Never use the spa alone. Minors under the age of 14 are never permitted in the Whirlpool/Spa. Minors between the ages of 14 to 18 are permitted if they possess a membership card with their name on it or if they are accompanied by an adult member.
  
- h. **Restrictions:**  
During a thunderstorm, the pool will be closed. Glass and sharp objects are not permitted in the pool area. Food and beverages may be brought into the pool area, however, such food or beverages must be removed or disposed of after use. Running and ball playing and noisy or hazardous activity will not be permitted in the pool areas. Pushing, dunking and dangerous games are not permitted. Snorkeling equipment, other than a mask and diving equipment such as scuba tanks are not to be used in the pools. No diving is permitted in any of the pools. The throwing of any object is not permitted at any time within the pools or pool areas. Rafts and flotation devises are not permitted. Flotation devises that are used as a swim aid are permitted.
  
- i. **Slide:**  
Only one (1) person at a time is permitted to go down the slide. After sliding, be courteous to others and be safe and move away from the slide area. Parents must supervise their children at all times when using the slide, making sure all posted slide rules are being followed at all times.
  
- j. **Trash:**  
Members and/or their guests are responsible for cleaning up after themselves while using any part of the Club facilities, including the pool areas. Clean up towels and all belongings and dispose of any and all trash.
  
- k. **Music:**  
Radios, cd players, ipods or any other personal music devises are only permitted to be used with earphones.

- 3.4 Locker Room Areas:
- a. Locker room hours are 5AM – 11PM.
  - b. Lockers are available for daily use and should be emptied at the end of each day.
  - c. Lockers are operated on a key system that requires a quarter deposit. Once the key is returned to the locker, your quarter will be returned.
  - d. There is a sauna located in each locker room. Members may check the key to the sauna out at the front desk. Please observe the posted sauna rules.
- 3.5 Tennis Courts and Basketball Courts:
- a. Proper attire and shoes are required on the sports courts. No chairs or other objects that may damage the surface of the courts are permitted on the courts. No glass containers are permitted.
  - b. Basketball Courts are used on a first come first serve basis.
  - c. Use of the tennis courts is by reservation only. Members may make reservations up to 48 hours in advance by stopping by or calling the front desk in the Club at (813) 979-9595. Members should be prepared to give the front desk their name, member number and time the court will be needed.
  - d. Tennis reservations are limited to two and a half hours for singles and three and a half hours for doubles.
- 3.6 Room Rentals:
- Members who are in good standing are able to rent the following areas of the Club for small private events:
- ◆ The Media Center
  - ◆ The Multipurpose Room
  - ◆ The Back Patio
  - ◆ The Veranda
- a. All rentals must abide by the following guidelines:

#### **ROOM RENTAL GUIDELINES**

- “Renter” is required to be an active member of Club Tampa Palms. The “Renter” must be here for entire event including all set-up and clean-up. And the “Renter” must do all walkthroughs and sign all check sheets at the end of the event. **NO EXCEPTIONS!** If “Renter” is not available during the entire event, including set-up and clean-up, he/she will be subject to loss of deposit.
- The Club will not accept any deliveries for events that will take place. Nothing shall be delivered to or left at the club before the One (1) Hour Set-up and everything that the “Renter” brings into the Club must be removed before clean-up is completed. Any items that arrive early or are left behind at the Club will be subject to a storage fee to be determined by the Club Manager.
- Deposits must be received at the time the event is booked. Rooms will not be held without the receipt of a deposit and a signed Room Rental Agreement.
- All deposits must be remitted by check.

- Returned Checks will result in a \$40 or 5% charge, whichever is greater, to the “Renter” and/or loss of rental privileges at Club Tampa Palms. “Renter” also agrees to pay cost of collection including agency fee, court costs and a five percent (5%) late fee based on balance due to be compounded monthly.
- Events must be paid in full no later than Two (2) Weeks before the Event Date. If payment is not received, the contract will be considered null and void and room will be released for other members to rent.
- Subject to availability, Room Rentals will include use of the Lobby Bar and Kitchen area.
- Room Rentals are based on a Four (4) Hour Increment. The Club will allow for a One (1) Hour Set-up Time and a One (1) Hour Clean-Up Time included in the above prices. Any set-up or clean-up taking place before or after the one hour allotted time will be charged an extra hour charge. Any set-up or clean-up that does not fall within normal Club Hours will be charged an after hours charge.
- All events must end One (1) Hour before Club Closing Time in order to allow clean-up time. At no time shall any furniture or equipment be moved or any decorations put in place by the Club be taken down or changed.
- “Renter” is responsible for all Clean-up and to leave the Club in its original condition. “Renter” is responsible to do a walk through with Club Staff before their set-up time to point out pre-existing damages and a walk through after clean-up to ensure no damages occurred during their event.
- “Renter” is responsible for damages that occur during their event and for the actions of his/her guests throughout the Club during the event. Consideration of damages will be at the sole discretion of Club Tampa Palms Management.
- Once the event is over, Management will review the paperwork for the event. After 2 business days the “Renter” should call the Club or stop by and find out about retrieving their deposit. If the deposit is going to be returned, the “Renter” will have Two (2) Weeks to pick up the check. After Two (2) weeks the Club will shred the check.
- All Club Members will have access to all common areas of the Club. Common Areas shall include all entrances to the Club property, the Club Lobby, Fitness Room, Children’s Room, Rest Rooms/Locker Room, Pools, Jacuzzi and Tennis Courts.
- “Renter” and his guests and vendors are expected to follow all rules of Club Tampa Palms. **Absolutely no pyrotechnics, candles or any other violation of city and county fire codes will be permitted on Club Tampa Palms property.**
- Any changes to the above guidelines must be approved by Club Management and put in writing.

Only members are permitted to rent any space in the Club. Members renting the space must be in attendance at the event from set-up all the way through to the final clean-up or will be subject to loss of their deposit. Any member in good standing that is interested in renting one of the above areas of the club for a private event should go to the front desk in the Club and fill out a Room Rental Request form. The request form will be reviewed by the club manager, who will be in touch with the member the next business day to let the member know if the requested space is available and to make an appointment to sign a rental agreement and leave a deposit. Rental space will not be held for anyone without a signed rental agreement and a deposit. There will be no exceptions to these rules.

### 3.7 Kitchen and Lobby bar Area:

Members and their guests are welcome to use these facilities. The lobby bar is always stocked with coffee for members and their guests. Please clean up after each use of these facilities. An ice machine is available. Please wash your hands prior to using the ice machine and ice scoop. Please do not leave ice scoop inside machine. There is a microwave and a toaster oven available in the kitchen for member use. These appliances must be cleaned after each use. When using the microwave, please safely cover your food. Storage is not permitted anywhere in the kitchen without authorization from Club

Management. This includes the refrigerator. The refrigerator will be cleaned out on a weekly basis and everything will be thrown out.

The kitchen and the lobby bar may be included in the rental of rooms within the clubhouse. This is based on availability and on a first come first serve basis.

### 3.8 Club Grill

Use of the Club propane grill on the back patio is by reservation only. Members may make a reservation by stopping by or calling the front desk in the Club at (813) 979-9595.

The Big Green Egg is available on a first come first serve basis. Lump charcoal can be purchased at Publix and see the front desk for hardwood chips.

Members are required to clean up the Grill area after each use including grill tops. If needed, please ask for assistance when operating the grill equipment.

4. All activities are open to members and their guests. Any member and/or guest 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 facilities, shall do so at their own risk. Every member shall be liable for any property and/or personal injury at the Club, or at any activity or function operated, organized, arranged or sponsored by the Club, caused by any Member, or guest. All members and guests of a household shall be jointly and severally liable to the Club in connection with the foregoing.
5. Indemnification of Club Owner:  
In addition, each member and guest agrees to indemnify and hold harmless the Club Owner and Club Manager, their officers, partners, agents, employees, affiliates, directors and attorneys (collectively, "Indemnified Parties") against all actions, injury, claims, loss, liability, damages, costs and expenses of any kind or nature whatsoever ("Losses") incurred by or asserted against any of the indemnified parties from and after the date hereof, whether direct, indirect, or consequential, as a result of or in any way related to such member's membership, including, without limitation, use of the Club facilities by members and guests, or the interpretations of the Club Covenants and/or these Rules and Regulations and/or from any act or omission of the Club or of any of the indemnified parties.
6. Attorney's Fees:  
Should any member or guest bring suit against the Club Owner or Club Manager or any of the indemnified parties for any claim or matter and fail to obtain judgment therein against such indemnified parties, the member or guest shall be liable, jointly and severally, to such parties for all losses, costs and expenses incurred by the indemnified parties in the defense of such suit, including attorney's fees, paraprofessional fees, and court costs and expenses at trial and upon appeal.
7. Violations of Club Rules:  
Basis for Suspension:  
Membership rights may be suspended by the Club Manager if, in the sole judgment of the Club Manager:
  - An owner or a tenant submits false information on the application for membership or homeowner profile.

- The member violates one or more of these Rules and Regulations.
- A guest or other person for whom a member is responsible violates one or more of these Rules and Regulations.
- An owner fails to pay Club fees in a proper and timely manner.
- A member or guest has injured or harmed any person within the Club facilities or harmed, destroyed or stolen any person property within the Club facilities, whether belong to a third party or to the Club.
- A member or guest is interfering with other member club enjoyment.

Types of Suspension:

The Club Manager may restrict or suspend, for cause or causes described in the preceding section, privileges of any member to use any or all of the Club facilities. By way of example, and not as a limitation, the Club Manager may suspend the membership of a tenant if such tenant's owner fails to pay club charges due in connection with a leased home. In addition, the Club Manager may suspend some membership rights while allowing a member to continue to exercise other membership rights. For example, the Club Manager may suspend the rights of a particular member, or the Club Manager may prohibit a member from using the pools or other club facilities. No member whose membership privileges have been fully or partially suspended shall, on account of any such restriction or suspension, be entitled to any refund of club charges or any other fees. During the restriction or suspension, club charges shall continue to accrue. Under no circumstance will a member be reinstated until all club charges and other amounts due to the club are paid in full.