Portico - Amenities Center

Rules And Regulations

The social, activity and entertainment facilities available at the Portico Amenities Center (the "Amenities Facilities") are presently owned and operated by WCI Communities, LLC, hereinafter referred to as the "Amenities Owner." It is the intention of the Amenities Owner (which for purposes herein shall be specifically deemed to include any manager of the facilities) to establish Rules and Regulations in a manner which promotes an atmosphere of enjoyment for all Deeded Users and Non-Deeded Users, guests, day guests, and others permitted to use the Amenities Facilities. The Amenities Owner may modify these Rules and Regulations from time to time, as it deems necessary or desirable. Amendments and additions will be posted at the Amenities Facilities.

General Rules

1. The hours of operation of the Amenities Facilities will be established and published by the Amenities Owner from time to time. Areas of the Amenities Facilities may be closed for scheduled maintenance and repairs from time to time. The Amenities Owner reserves the right to close certain Amenities Facilities to hold promotional or private events.

2. No performance by entertainers will be permitted at the Amenities Facilities without the permission of the Amenities Owner.

3. Except as permitted by the Amenities Owner, no commercial advertisements shall be posted or circulated on the Amenities Facilities nor shall solicitations of any kind be made on the Amenities property.

4. Other than as permitted by the Amenities Owner, no petition shall be originated, solicited, circulated or posted within the Amenities Facilities.

5. Employees are not permitted to deliver food or liquor outside areas designated by the Amenities Owner.

6. All food and beverage consumed on the Amenities Facilities shall be furnished by or at the direction of the Amenities Owner.

7. Employees are not permitted to provide special services, outside of those normally provided by the Amenities Owner, to any User, guest or others permitted to use the Amenities Facilities while on Amenities Facilities property.

8. Dogs or other pets (with the exception of service dogs) are not permitted on the Amenities Facilities, except under special circumstances or where authorized by the Amenities Owner. Where dogs are permitted on the grounds, they must be kept on a leash at all times.

9. All complaints concerning the operations of the Amenities Facilities and other matters are to be directed to Amenities Owner. All complaints must be made in writing and signed by the complainant.

10. It will be considered unbecoming conduct and shall be grounds for disciplinary action for any person to abuse any of the Amenities Facilities employees, verbally or otherwise. All service employees are under the ultimate supervision of the Amenities Owner and no person using the Amenities Facilities shall reprimand or discipline any employee for any reason. Any employee not rendering courteous and prompt service should be reported to the Amenities Owner immediately.

11. Unauthorized personnel are not allowed in the service areas within the Amenities Facilities.

12. Instruction/classes/seminars, etc. by unauthorized professionals at the Amenities Facilities is prohibited.

13. Violation of any of these rules or conduct in a manner prejudicial to the best interests of the Amenities Owner will subject the violator to disciplinary action in accordance with the Amenities Declaration for Portico (the "Amenities Declaration").

14. The management personnel of the Amenities Facilities have full authority to enforce these Rules and Regulations and any infractions will be reported to the Amenities Owner.

15. Smoking of any kind or the use of tobacco products is not permitted within any portion of the Amenities Facilities.

User Entry Device

1. User Entry Device or FOB indicating an Amenities Facilities User account number shall be issued to each eligible User as well as other individuals eligible for privileges under the User's privileges in the Amenities Facilities, upon payment of dues, fees and charges by the User. User Entry Devices must be presented upon request. User Entry Devices are not transferable.

2. User Entry Device may not be used by any persons other than the person to whom it is issued. Failure to comply with this rule may result in suspension or termination of User privileges.

3. All food, beverage, merchandise and services of the Amenities Facilities charged to the User's Amenities Facilities account shall be billed monthly and each User's Amenities Facilities account shall be due and payable within ten (10) days of the date of the monthly statement. Users' Amenities Facilities accounts shall be considered delinquent if not paid within thirty (30) days after the date of the monthly statement. For all delinquent accounts, the Amenities Owner may suspend User's charge privileges. The Amenities Owner may for any or no reason require any or all Users to post a security deposit, in the amount determined by the Amenities Owner, to cover the Amenities Facilities charges. The requirement to post a security deposit may be imposed based on a User's prior delinquency, resignation or volume of prior account charges. Past due bills will be subject to a one-time late charge and shall accrue interest per month at the lesser of eighteen percent (18%) per year or the maximum rate permitted by applicable usury law, from the date of the statement until paid in full as determined by the Amenities Owner, and the Amenities Owner shall be entitled to perfect such unpaid balance and foreclose the lien therefor for Deeded Users as described in the Amenities Declaration. In the event a User's account remains unpaid for a period of thirty (30) days after the date of the monthly statement or the User is repeatedly delinquent in payment, User privileges may be involuntarily suspended without refund of any User fees or dues previously paid. The Amenities Owner may limit the charge privileges on any Amenities Facilities User account.

4. In order to protect Users from improper charges, the Amenities Owner may require the presentation of User Entry Devices at the point of sale for all transactions. Receipts will be available at point of sale; however, copies thereof will not be included in the monthly statement.

5. If the Amenities Facilities account of any User is delinquent, the Amenities Owner may,

at its option, take whatever action it deems necessary to effect collection. If the Amenities Owner commences any legal action to collect any amount owed by a User, or to enforce any other liability of a User to the Amenities Facilities, and if judgment is obtained by the Amenities Owner, the User shall also be liable for all costs and expenses of the legal action and reasonable attorneys' fees (including fees required in connection with appellate proceedings.)

6. The Amenities Owner must be notified in writing immediately of a lost or stolen User Entry Device. The User's account shall then be suspended. The User shall be responsible for all charges placed on the account until written notification of card loss has been received by the Amenities Owner.

7. A User Entry Device replacement fee may be charged for lost or stolen User Entry Devices or in any situation where the Amenities Facilities account number is changed.

Mailing Addresses

Each User shall be responsible for providing the Amenities Owner with the User's mailing address, and any changes thereto, to which the User wishes all notices and invoices sent. A User shall be deemed to have received mailing from the Amenities Owner ten (10) days after they have been mailed to the address on file with the Amenities Owner.

Services and Activities

1. The Amenities Owner provides a variety of social, cultural and recreational events at the Amenities Facilities. Activities will be publicized by the Amenities Owner from time to time.

2. Reservations are required for most activities and are taken on a first-come, first-served basis by pre-registering with the appropriate Amenities Facilities management personnel. The Amenities Owner reserves the right to provide priority reservation access to the Deeded Users or any other category of User at the sole and absolute discretion.

3. Cancellation of reservations after any published deadline for cancellation or failure to cancel a reservation may result in the User being charged a cancellation fee, as determined by the Amenities Owner from time to time. The Amenities Owner reserves the right to cancel any event in its sole and absolute discretion.

4. The Amenities Owner wishes to encourage the use of the Amenities Facilities for private parties and functions, on any day or evening, provided such use does not interfere with the normal operation of the Amenities Facilities or with the services regularly available. Persons are requested to make reservations with Amenities Facilities management personnel for available dates and arrangements.

5. Private parties and functions are not permitted on the Amenities Facilities property unless approval is obtained from the Amenities Owner. A non-refundable security deposit may be required for any party or function. The individual sponsoring the private party shall be responsible for any damage caused by the installation or removal of decor or any other items specifically part of the party or function and shall be responsible for the removal for all such decor or item.

Loss or Destruction of Property or Instances of Personal Injury

1. Each User, as a condition of use of the Amenities Facilities and each guest as a condition of invitation to the Amenities Facilities, assumes sole responsibility for his property. The Amenities Owner shall not be responsible for any loss or damage to any

private property used at the Amenities Facilities, whether in the parking lot, lockers or elsewhere. All personal property left in or on the Amenities Facilities may be otherwise disposed of, and the proceeds, if any, shall belong to the Amenities Owner.

2. No User shall remove from the room in which it is placed, or from the Amenities Facilities, any property or furniture belonging to the Amenities Owner without proper authorization.

3. Each User 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 User, or who engages in any contest, game, function, exercise, competition or other activity operated, organized, arranged or sponsored by the Amenities Owner, either on or off the Amenities Facilities, shall do so at their own risk, and shall release and hold the Amenities Owner and its directors, officers, employees, representatives and agents harmless from any and all loss, cost, claim, injury, damage or liability sustained or incurred by such person, resulting there from and/or from any act or omission of any director, officer, employee, representative or agent of the Amenities Owner.

4. Should any party bound by these Rules and Regulations bring suit against the Amenities Owner, its directors, officers, employees, representatives or agents in connection with any event operated, organized, arranged or sponsored by the Amenities Facilities and fail to obtain judgment thereof, the User shall reimburse the Amenities Owner, its directors, officers, employees, representatives and agents for all costs and expenses incurred by them in the defense of the suit (including court costs and attorneys' fees incident to appeals).

Gratuity

1. A gratuity, as determined, from time to time, by the Amenities Owner will be added to all events which may include food and beverage services.

2. Each year, the Amenities Owner will establish a Holiday Fund for employees to be billed on the Users' November statement and will solicit voluntary contributions. There are many people employed by the Amenities Owner, ranging from those in the office administration to those in Amenities Facilities services, and the Holiday Fund provides an opportunity to show appreciation for the employees' efforts. The Amenities Owner will be responsible for the equitable distribution of the Holiday Fund.

Children

1. Children under sixteen (16) years of age are permitted on the Amenities Facilities property only if accompanied and/or supervised by an adult, unless participating in organized activities sponsored by and with the permission of the Amenities Owne

Attire

1. The following is considered appropriate attire for use of the Amenities Facilities.

   Tennis: Proper attire is required at all times.

   Pool: All swimmers must wear bona fide swimming attire. Cut-offs, dungarees and Bermuda's are not considered appropriate swimwear. Infants must have appropriate swim diapers at all times.

   Fitness: Gym shorts and shirts are required for men. Women may wear gym shorts and

shirts and/or leotards. Bathing suits are not appropriate. Appropriate sneakers must be worn at all times.

2. The dress code is mandatory. Users and guests who are improperly dressed will be asked to change or leave the premises. If you are in doubt concerning your attire, please check with Amenities Facilities management personnel.

Guests

1. Guest privileges may be extended from time to time. The Amenities Owner will establish from time to time the rate of the guest fees and guest charges. All guests are required to register at any of the Amenities Facilities each time and prior to use of the Amenities Facilities.

2. All guests shall either be Houseguests or Day Guests. A Houseguest is defined as a guest residing in a Deeded User's residence in the Portico residential community, as defined in the Amenities Declaration. All other guests shall be considered Day Guests.

3. Day Guests:

   a. Day Guests may not use the tennis, fitness, swim or other amenities more than a cumulative total of three (3) times per month or a maximum of six (6) times per year. The Amenities Facilities management personnel may waive this limitation from time to time in their sole discretion. Day Guests must present their issued guest card and may be required to show identification.

   b. A particular individual using the Amenities Facilities as a Day Guest must be registered by his or her User host with the Amenities Owner.

   c. Day Guest children must be accompanied by sponsoring User host at all times when using any of the Amenities Facilities, except at the discretion of the Amenities Owner.

   d. Day Guests will be charged a fee for use privileges at the discretion of Owner. Day Guest charges for any service may be charged against the User sponsor's Amenities Facilities account or cash payment may be made.

4. Houseguests:

   a. Houseguests must be registered by the sponsoring User with the Amenities Owner prior to the arrival of the guests. Houseguests may be issued temporary User Entry Devices upon the payment of the applicable temporary User fee. In addition to all daily use fees, houseguests will be charged a temporary User fee as determined by the Amenities Owner from time to time. The temporary User fee will be on a per week basis and shall not be prorated for actual time the houseguest is in residence.

   b. Houseguests are permitted to use the Amenities Facilities unaccompanied by the User, provided that the Houseguest has been issued a temporary User Entry Device.

   c. The maximum length of stay for a Houseguest is twenty-one (21) consecutive days per year and in any event, no more than (42) days in any twelve (12) month period, as indicated in the Amenities Declaration. At the expiration of the User Entry Device, renewals of Houseguest privileges will be granted at the discretion of Amenities Facilities management personnel.

   d. The sponsoring User does not have to give up User privileges for the period of time that the Houseguest is in residence.

e. Upon approval by the Amenities Owner, the Houseguest may be issued temporary charge privileges on the User's account. The Houseguest will have the opportunity to pay his or her charges at the end of his or her stay at Portico.

g. To provide User privileges for a Houseguest, the sponsoring User must initiate the application for Houseguest privileges at least five (5) business days prior to the arrival date of the Houseguest.

h. The Amenities Owner must be notified in advance of the length of stay of their guest and of a cancellation at least two (2) days prior to the arrival date of the Houseguest. Failure to advise the Amenities Owner of a cancellation may result in the User's Amenities Facilities account being charged the full Houseguest fee in advance.

i. A User may not have more than six (6) Houseguests during any single calendar year.

5. Guests must have their guest cards or User Entry Device with them at all times while using the Amenities Facilities.

6. The sponsoring User shall be responsible for all charges incurred by the guest. The sponsoring User is also responsible for the conduct of a guest while at the Amenities Facilities. If the manner, deportment or appearance of any guest is deemed to be unsatisfactory, the sponsoring User shall, at the request of the Amenities Owner, to cause such guest to surrender his or her guest card and to leave the Amenities Facilities property.

7. The Amenities Owner reserves the right to require identification from each guest.

8. Guest privileges may be limited by the Amenities Owner, from time to time, at the Amenities Owner's sole and absolute discretion. Notice of such limitation will be given by the Amenities Owner.

Lessee Privileges

1. Users who own a home within Portico may designate a lessee of their home in Portico, with a minimum lease term complying with the Master Declaration for Portico (the "Master Declaration") and any applicable Neighborhood Declarations (as such term is defined in the Master Declaration), as the beneficial user of the User's privileges upon application, approval by the Amenities Owner and payment of a rental designation fee established, from time to time, by the Amenities Owner.

2. Approved lessees will be issued a temporary User Entry Device providing them with access to the Amenities Facilities. The lessee is responsible for payment of all charges incurred at the Amenities Facilities. The User shall be fully responsible for payment of all charges incurred by a lessee that are not paid by the lessee and for the conduct of such lessee.

3. Users are required to provide the Amenities Owner with a copy of the approved lease with the designated lessee prior to the issuance of User use privileges at the Amenities Facilities.

4. Should any changes be made to a lease contract, the Amenities Owner must be notified immediately.

5. Lessee use privileges will terminate on the earlier of the expiration of the lease term or the lessee's use privileges.

Tennis Rules

1. Children under sixteen (16) years of age are permitted to use the tennis facilities only if accompanied and supervised by an adult, except when participating in an organized program or activity sponsored, supervised and with the permission of the Amenities Owner.

2. Proper tennis etiquette should be observed at all times. Excessive noise, racquet throwing, profanity or crossing another player's court will not be permitted at any time.

3. Use of the tennis courts and facilities shall, at all times, be subject to the control of the Amenities Facilities management personnel. Amenities Facilities management personnel shall determine the suitability of the tennis courts for play. Courts will be closed when necessary for maintenance operations or when dictated by safety considerations or by reason of adverse weather conditions as determined by the Tennis Amenities Facilities management personnel in their sole discretion.

4. Amenities Facilities management personnel are authorized to implement temporary rules as may be necessary during peak periods of play and tournaments, including, without limitation:

    a. certain courts may be reserved for tennis instruction at all times, except during tournaments and exhibitions; and

5. The rules of tennis of the U.S.T.A. shall apply at all times, except when in conflict with local rules or with any rules herein.

Pool Rules

1. Swimming is permitted only during open hours of the pool.

2. All use of the pool facilities is at the swimmer's own risk.

3. Children under sixteen (16) years of age are permitted to use the pool facilities only if accompanied and supervised by an adult, except when participating in an organized program or activity sponsored and supervised and with the permission of the Amenities Owner.

4. Showers are required prior to entering the pool to remove all suntan oils and lotions.

5. Glass objects, drinking glasses and sharp/breakable objects are not permitted in the pool area.

6. All swimmers must wear bona fide swimming attire.

7. Infants must wear appropriate swim diapers.

8. Running, ball playing, diving, and noisy or hazardous activity will not be permitted in the pool area. Pushing, dunking and dangerous games are not permitted.

9. Radios may only be used at a low volume or with earphones.

10. All persons using the pool area are urged to cooperate in keeping the area clean by properly disposing of towels, cans, cigarettes, etc.

11. Smoking of any kind or use of tobacco products is not permitted in any sections of the outdoor deck and pool area.

12. Saving of chairs for persons absent from the pool area is not permitted.

13. Private parties may be held in the pool area only with the prior approval of the Amenities Owner.

14. Food is only allowed in designated areas of the pool facilities. All food and beverage consumed on the Amenities Facilities shall be furnished by the Amenities Owner.

15. Flotation devices are not permitted. Any non-swimming children must be accompanied in the water by their parent or adult guardian. Tire inner tubes and air mattresses are not permitted.

16. All persons using the pool furniture are required to cover the furniture with a towel when using suntan lotions.

Fitness Area Rules

1. All eligible persons must register prior to using the Fitness Center equipment and participating in any fitness activities.

2. Children under sixteen (16) years of age are not allowed to use the exercise room area unless accompanied by an adult or with prior approval by the Amenities Owner. No children under twelve (12) will be allowed to use the fitness facilities.

3. Horseplay, profanity, disruptive conduct, smoking and eating are strictly prohibited.

4. Other than bottled water or sports drinks, no food or other type beverages are permitted in any exercise areas.

5. All persons must sign a Personal Training Assessment form prior to using the health and fitness facility, if requested by the Amenities Owner or management personnel.

6. After use, all persons are responsible for clean-up of area and equipment.

7. Usage of machines shall be limited to 30 minutes per machine per person if others are waiting.

NOTE: Regular hours are posted at the facility and on the bulletin board in the Amenities Facilities and can be changed by the Amenities Owner without prior notice.