

- (e) Boat owners shall, at all times, exercise care and prudence in the manner in which they use the docking facilities. The cost of any damages to the dock caused by an owner's boat shall be the responsibility of the boat owner.
- (f) Those unable to swim are to be accompanied by someone who can swim.
- (g) Fishing is permitted on the dock.
- (h) The Board of Directors shall from time to time establish the rates for leasing of slips, and the qualifications for vessels. In addition, the Board of Directors shall from time-to-time review and recommend revisions of the dock rules.
- (i) Dock Rules and Regulations as included in the Lease are attached hereto and made a part hereof as **APPENDIX A-3** and may be duplicative of that which is stated above.

20. *FITNESS CENTER*****

- (a) The Fitness Center and its equipment has been provided for the benefit of all owners, their families and guests. Please treat it as you would your own. All owners and their guests must follow the guidelines and rules, as follows:
- (b) Use of the Fitness Center is "AT YOUR OWN RISK". A security camera has been installed to monitor the use of the Fitness Center.
- (c) Be considerate of others using the Presidents Club and Fitness Center.
- (d) All persons using the Fitness Center are **required** to "sign in" in the Log Book. In order to promote the health, safety and welfare of Children on the premises, children under the age of 15 are not permitted in the Fitness Center unless accompanied by a responsible adult.
- (e) Smoking is prohibited in all areas of the Fitness Center.
- (f) **MEMBERS USE OF 'PERSONAL TRAINERS:** Personal trainers are welcome. They must follow the rules and regulations of the Fitness Center. If you are using a virtual personal trainer and/or virtual training program, or playing music during your work-out, you are required to use ear buds or headphones so as to avoid disrupting others in the Gym.
- (g) **ATTIRE:** At all times during use of the Fitness Center, users must be properly attired as follows:

- (1) Shirts, shorts/tights or sweat pants and sneakers must be worn at all times.
- (2) NO BARE FEET ARE PERMITTED; No bathing suits or briefs are permitted.
- (h) HAND TOWEL: Please bring a hand towel when using the Fitness Center to wipe perspiration off the equipment. Sanitizing wipes will also be available for use.
- (i) THE FITNESS CENTER MAY BE CLOSED FOR MAINTENANCE PURPOSES: On occasion, the facilities may be temporarily closed as long as necessary for maintenance purposes or renovations.
- (j) The Fitness equipment has been placed in the gym room to meet the safety requirements for use of the equipment. DO NOT MOVE ANY EQUIPMENT.
- (k) **WORKOUT ETIQUETTE:** The Fitness Center is for the enjoyment of all the Owners and their guests. To enhance the workout experience, all Owners and Guests must follow the guidelines of common etiquette, as follows:
 - (1) During your workout, it is policy that all must abide by a 20 minute time limitation for cardiovascular equipment, when others are waiting.
 - (2) When using any strength training equipment or machines, it is the policy to permit another to "work in" if you are doing multiple sets.
 - (3) After using any pieces of exercise equipment, please wipe any perspiration off any equipment pad and return weights to their proper places.

21. * PRESIDENT'S CLUB - PARTY RENTAL.**

- (a) A Unit Owner may reserve the President's Club for social functions upon approval by Management. All reservations must be approved by Management prior to any event taking place. There is a President's Club Rental Agreement which must be completed prior to the date of the event which must be signed off/approved by Management on the same form. If the Rental Agreement is not signed by Management, the request will be deemed denied and no party/private social function shall occur in the President's Club. As noted below, Management, in its discretion, may require that a Security Deposit be remitted at the time of the reservation.

- (b) No Rental to any Under-aged Person shall occur. Any person renting the President's Club for any party or private social function shall be a minimum of 21 years of age. Unit Owners must be in attendance at the event for parties/private social functions held for, or attended by, persons under the age of 21.
- (c) No alcohol may be served to any person under the age of 21 at the President's Club.
- (d) In the event there is any unauthorized use of the President's Club or any violation of any laws, statutes, ordinances of any governmental authority or any violation of any Association Rules/Regulations, Management including Door Personnel are authorized to terminate use of the facility and call law enforcement if deemed necessary and appropriate by any such Management and/or any Door Person.
- (e) All persons using the President's Club are required to clean up after any such use. No garbage, debris, etc., shall be left in the President's Club and all food and party materials shall be cleaned up and removed from the President's Club. Notwithstanding the foregoing, there is a \$100.00 non-refundable Cleaning Fee which must be paid prior to the Rental.
- (f) Security Deposit. In addition to the afore-said cleaning fee, and prior to the use of the Facility, Management in its discretion, may require the Unit Owner reserving the President's Club to remit a Security Deposit in an amount not less than \$200.00 but not more than \$500.00 prior to use of the Facility to cover costs of potential damages to the President's Club and any other portion of the Premises as caused by, or resulting from, either directly or indirectly, that Person's use of the President's Club. Any Owner reserving the President's Club is responsible for all conduct and damages caused by any invitee, licensee, or any other person on premises as a result of or in accordance the said rental of the President's Club. The costs of all damage, repairs, replacements, cleaning costs in excess of \$100.00, etc., shall be itemized by Management and deducted from the Security Deposit Amount. The amount of the security deposit shall not serve to limit the liability of the Person having reserved the President's Club and said person is liable and responsible to pay all costs for all items contemplated by this provision in excess of the said Security Deposit.
- (g) In the event there is any use of the President's Club by any under-aged person, that person's parent, guardian, etc., is responsible for all damage caused by any such use, as contemplated by paragraph (f) above.

22. *GRILL USAGE; GRILL AREA.**

- (a) There is a barbecue grill provided for Owner and Tenant usage located just off the walkway at the North End boardwalk.
- (b) Any Owner or Tenant using the grill is required to immediately clean the grill upon usage and to ensure that the grill and area are free of any food remnants, garbage, cooking utensils, food wrappers, etc. Do not leave any garbage or debris of any kind at the Grill area.
- (c) Any Owner or Tenant using the grill shall ensure that the gas to the Grill is turned off and that the Grill itself is turned off immediately after usage.
- (d) The grilling of particularly odorous foods is prohibited.
- (e) Any Owner or Tenant using the grill shall use their best efforts to do so as quietly as possible so as not to disturb other Owners and Tenants on the North Side.