

# Tara Community Center Policy and Procedures

Revised 5.20.25

## **DEFINITIONS**

**“Amenities” or “Amenity Facilities”** – shall mean the properties and areas owned by the District and intended for recreational use and shall include, but not specifically be limited to, the Community Center, Swimming Pool & Spa, and the Tennis/Pickle Ball Courts, together with their appurtenant facilities and areas.

**“Amenity Policies” or “Policies”** – shall mean these Tara Community Center Policy and Procedures, as amended from time to time. The Board of Supervisors reserves the right to amend or modify these Policies and will notify the public of any changes by posting the revised Policies on the District’s website. The Board of Supervisors and its designees shall have full authority to enforce the Amenity Policies.

**“Annual User Fee”** – shall mean the fee established by the District for any person that is not a Resident or Renter and wishes to become a Patron. The amount of the Annual User Fee is set forth in Exhibit “A” attached hereto. The Annual User Fee shall not be prorated for any time period other than six (6) months or one (1) year.

**“Board of Supervisors” or “Board”** – shall mean the Tara Community Development District 1’s Board of Supervisors.

**“Community Center”** – shall mean the amenity building located at 7340 Tara Preserve Lane, Bradenton, Florida 34203.

**“District”** – shall mean the Tara Community Development District 1.

**“District Field Manager”** – shall mean the management company, including its employees, staff and agents, contracted by the District to manage the Amenity Facilities.

**“District Manager”** – shall mean the professional management company with which the District has contracted to provide management services to the District.

**“Guest”** – shall mean any person, other than a Patron, who is expressly authorized by the District to use the Amenities or invited for a specific visit by a Patron over the age of eighteen (18) years to use the Amenities.

**“Household”** – shall mean those individuals residing within the immediate household of a Patron. This can consist of individuals who have not yet attained the age of eighteen (18) or individuals over the age of eighteen (18) actually residing in the household. This does not include visiting relatives or extended family not residing in the home. Proof of residency for individuals over the age of eighteen (18) years is required by driver’s license or state or federal issued form of identification. A signed affidavit of residency shall be required for individuals under the age of eighteen (18) years.

**“Key Fob” or “Fob”** – shall mean an electronic device issued to a Patron to provide access to the Amenity Facilities.

**“Non-Resident Patron”** – shall mean any person not owning or renting property within the District who is paying the Annual User Fee to the District for use of the Amenity Facilities.

**“Patron”** – shall mean any Resident, Renter, or Non-Resident Patron, as defined herein.

**“Renter”** – shall mean an individual maintaining his or her residence in a home located within the District pursuant to a valid rental or lease agreement. Proof of valid rental, lease agreement, and photo identification shall be required to acquire a Key Fob.

**“Resident”** – shall mean any person or entity owning property within the District.

## **Tara Community Development District 1**

### **Amenities Access and Usage**

Only Patrons and Guests have the right to use the Amenities; provided, however, that certain community programming events may be available to the general public, where permitted by the District, and subject to payment of any applicable fees and satisfaction of any other applicable requirements, including adherence to the Amenity Policies. All persons using the Amenities do so at their own risk and agree to abide by the Amenity Policies. The District shall assume no responsibility and shall not be liable for any accidents, personal injury or death, or damage to or loss of property arising from the use of the Amenities or from the acts, omissions, or negligence of other persons using the Amenities.

At any time, the use of the Amenity Facilities may be restricted, prohibited, or modified by the Chair or the Vice-Chair of the Board of Supervisors, the District Manager, the District Field Manager, or emergency management personnel as needed. This includes, but is not limited to, use of the Community Center during a declared emergency.

***Resident Access and Usage.*** Residents must pay Operations & Maintenance Assessments applicable to property owners within the District in accordance with the District's annual assessment resolution. Payment of Operations & Maintenance Assessments covers the Annual User Fee for such Resident and entitles the Resident to use of the Amenities for the corresponding fiscal year of the District, which year begins October 1 and ends September 30. Residents must complete the Amenities Access Registration Form, provide proof of residency (i.e., a copy of the deed) and photo identification, and pay any applicable fee before he or she receives a Key Fob.

***Non-Resident Access and Usage.*** A Non-Resident Patron must pay the Annual User Fee in order to have the right to use the Amenities for one full year, which year begins from the date of receipt of payment by the District. The Annual User Fee must be paid in full before the Non-Resident Patron may use the Amenities. Each subsequent Annual User Fee shall be paid in full on or before the anniversary date of application. Annual User Fees may be renewed no more than thirty (30) days in advance of the date of expiration and for no more than one (1) calendar year. Multi-year memberships are not available. The Annual User Fee is nonrefundable and nontransferable. Non-Resident Patrons must complete the Amenities Access Registration Form prior to access to or use of the Amenities.

***Renter's Privileges.*** Residents who rent or lease residential unit(s) in the District shall have the right to designate the Renter of the residential unit(s) as the beneficial users of the Resident's privileges to use the Amenities upon submission of proper written documentation as specified herein. Residents may retain their Amenities rights in lieu of granting them to their Renters. A Resident may not retain their rights to use the Amenities and grant them to a Renter at the same time for the same residential property.

1. A Renter who is designated by a Resident as the beneficial user of the Resident's rights to use the Amenities may be entitled to the same rights and privileges to use the Amenities as the Resident. A Renter will be required to complete the Amenities Access Registration Form, provide proof of residency (i.e., a copy of the lease agreement) and photo identification, and pay any applicable fee before he or she receives a Key Fob. Such Renter shall receive a Key Fob which shall expire at the end of the lease term and may be reactivated upon provision of proof of residency.
2. During the period when a Renter is designated as the beneficial user, the Resident shall not be entitled to use the Amenities.
3. Residents shall be responsible for all charges incurred by their Renters which remain unpaid after the customary billing and collection procedure established by the District. Resident owners are responsible for the deportment of their respective Renter.
4. Renters shall be subject to the Amenity Policies.

***Guest Access and Usage.*** Each Patron (limited to one Patron per Household at any one time) is entitled to bring up to four (4) persons as Guests to the Amenities at one time (unless the Patron has reserved the Community Center). A Patron over the age of eighteen (18) years must accompany Guests at all times during Guests' use of the Amenities and are responsible for any and all actions taken by such Guests. Violation of the Amenity Policies by a Guest may result in suspension or termination of the Patron's Amenities access and usage privileges. Exceeding the authorized number of Guests specified above shall be grounds for suspension or termination of a Patron's Household's Amenities access and usage privileges.

***Key Fobs.*** A Patron may be issued a Key Fob by the District upon completion of the Amenities Access Registration Form and approval by the District. Key Fobs will allow Patrons entry to the Amenities during regular operating hours of the Amenities.

Patron Household members that are sixteen (16) years or older may receive a Key Fob allowing access to the Amenities. All minors under sixteen (16) years of age must be accompanied by an adult eighteen (18) years or older at all times while using the Amenity Facilities. Each Patron Household will be authorized initial Key Fobs for up to four (4) Household members, two (2) of which are free of charge. A fee shall be charged for each additional Key Fob in accordance with the Amenity Rates then in effect.

Under no circumstances, shall a Patron provide their Key Fob to another person, whether Patron or non-Patron, to allow access to the Amenities.

Key Fobs are the property of the District and are non-transferable except in accordance with the District's Amenity Policies. All lost or stolen Key Fobs must be reported immediately to the District. Applicable fees shall apply to replace any lost or stolen Key Fobs.

**Tara Community Development District 1**  
**Swimming Pool and Spa Policies & Procedures**

1. The community center swimming pool and spa facilities, which includes the pool deck area, are for use by Patrons.
2. The swimming pool and spa facilities are open daily from dawn to dusk.
3. All persons using the swimming pool and spa facilities do so at their own risk.
4. Each Household may bring up to four (4) Guests for use of the swimming pool and spa facilities.
5. Guests using the swimming pool and spa facilities must be accompanied by a Patron at all times.
6. Lifeguards will not be present at the swimming pool and spa facilities. 911 should be called in the event of an emergency.
7. An adult over the age of eighteen (18) must be present at all times to supervise any children under the age of fourteen (14) using the swimming pool or spa facilities.
8. Parents are responsible for ensuring that their children do not urinate or defecate in the pool or spa. Infants, toddlers and incontinent individuals using the swimming pool or spa facilities must wear swim diapers or swim pants that are form-fitting. (Rubber briefs must be placed over diapers).
9. The maximum bathing load in the pool is thirty (30) persons.
10. Proper swimming attire must be worn while using the swimming pool or spa facilities. (Bathing suits only). No street clothes can be worn in the water.
11. Showering is mandatory before use of the swimming pool or spa facilities.
12. No running is allowed on the pool deck area.
13. No diving is allowed in the swimming pool.
14. No kickboards or buoys are allowed in the swimming pool or spa except for water wings, swim rings, or personal flotation devices (U.S. Coast Guard approved) or swimming fins used by small children, unless deemed unsafe by the District Field Manager.
15. No rough housing, "chicken" fighting, horseplay or ball playing is allowed in the swimming pool or spa facilities.
16. Spitting or spouting of water is not allowed in the swimming pool or spa facilities.
17. Except for service animals, no animals are allowed in the in the pool deck area. No animals are permitted to be in the pool or spa.
18. Plastic bottled water and packaged snacks are permitted under the pergola only. There is no smoking or vaping permitted within the swimming pool or spa facilities.

19. No alcoholic beverages are allowed in the swimming pool or spa facilities.
20. No glass containers are allowed in the swimming pool or spa facilities.
21. No parties are allowed in the swimming pool or spa facilities.
22. Electronic devices brought to the swimming pool or spa facilities shall be kept at reasonable volumes in consideration of others.
23. Pool furniture shall not be removed from the pool deck area or placed into the swimming pool or spa.
24. No rollerblades/in-line skates, skateboards or the like are permitted in the swimming pool or spa facilities.
25. No use of profanity will be tolerated in the swimming pool or spa facilities.
26. All occupants of the swimming pool and spa facilities must vacate and leave the area if lightning is observed or thunder is heard in the area.
27. The pool gate must be kept shut at all times.
28. Patrons or their Guests without a FOB for access to the pool and spa facilities will not be allowed in the pool and spa facilities.
29. Persons within the confines of the pool and spa facilities must not allow anyone in the pool and spa facilities who does not have a FOB to enter.
30. Any persons using the pool or spa facilities must follow the applicable rules and regulations of Manatee County and the State of Florida.
31. No illegal or unlawful activities may occur at the swimming pool and spa facilities.
32. No foreign substances are to be put into the pool or spa. For example: bubble bath, oils, shampoos etc.
33. The temperature setting for the pool heater shall be established by the Board. Adjustments to the temperature setting for the pool heater by anyone not authorized by the Board or its designee is strictly prohibited.
34. Any person found in violation of any of the Amenity Policies may be asked to leave the pool and spa facilities immediately.

## **ADDITIONAL RULES FOR THE SPA**

35. All rules shown above also apply to the use of the spa.
36. No one under the age of fourteen (14) is allowed in the spa.
37. The maximum bathing load in the spa is five (5) persons.
38. Maximum use of the spa is fifteen (15) minutes.
39. Pregnant persons should consider potential health issues before using the spa.
40. The temperature setting for the spa heater shall be established by the Board. Adjustments to the temperature setting for the spa heater by anyone not authorized by the Board or its designee is strictly prohibited.

## **POOL FLOATS**

The only flotation devices permitted in the swimming pool or elsewhere in the pool deck area are pool flotation noodles, and, for children, other flotation devices that are securely fastened to their body or worn as a life preserving device. All such flotation devices must be approved by the U.S. Coast Guard and carry a tag or seal stating such. No other flotation devices including, but not limited to kickboards, buoys, or balls of any kind are permitted in the swimming pool or elsewhere in the pool deck area. Any otherwise approved device, if determined by the District Field Manager to be unsafe or in poor condition, will not be allowed for use in the swimming pool.

## **Tara Community Development District 1 Community Center Policies**

- I. The Community Center is for use by Patrons and their Guests.
2. The Community Center shall be open from 12:00 p.m. to 5:00 p.m. Monday through Friday. It shall be closed outside of these times unless it is occupied by an authorized individual or group. Access to the Community Center for authorized meetings will be organized by activating the Fob of the meeting leader. Changes to the leadership must be communicated to the District Field Manager in advance of the scheduled meeting. The District Management company should be contacted for after hours emergencies requiring immediate attention,
3. The Community Center may not be used under any circumstances without the prior scheduling of the event with the District Field Manager, and the posting of that the activity or rental on the official calendar.
4. Parties wishing to make reservations for private and exclusive use of the Community Center, not-to-exceed four (4) hours, shall contact the District Field Manager no later than two (2) weeks preceding the date of the reservation requested. Reservations are taken in the order in which they are received. Any illegal activities as defined by Florida Statutes or Manatee County ordinances will not be permitted within any community facilities. The facility renter must be present during the entire time that they have rented the Community Center. The facility renter will receive an after hours access fob activated to enable access for the event.
5. Tara Preserve Clubs may use the Community Center at no charge, but must return the Community Center to its original state of cleanliness and setup as they found it or pay a two hundred dollar (\$200.00) clean-up fee. Club members are responsible for the setup and break down of any additional tables. There shall be nothing left on premises by the Club using the Community Center. Additionally, Clubs must advertise on community channel 196 as a public notice of their acceptance of any resident in their activity. Information regarding scheduling, minimum number of users in a group to use the community center and the other facilities is set forth herein. The executive long, wooden tables and chairs are to be used for business meetings only.

**Weekly Schedule:** Social/recreational groups of District (Preserve) residents wishing to schedule weekly time slots must sustain at least eight (8) District (Preserve) residents, plus their guests for each reserved time slot. Groups that fall below that number for three (3) consecutive weeks will result in loss of the weekly reservation, freeing that slot for general community resident use for that calendar year. If a group can sustain six (6) members, the group may continue with a bi-monthly or monthly reservation for the remainder of the year. No group designated by the Board of Supervisors of the District as having special permission to obtain more than one (1) time slot during prime time may request more than two (2), two (2)-hour time slots in a given week.

**Bi-monthly or Monthly Schedule:** Social/recreational groups of District (Preserve) residents wishing to schedule bi-monthly or monthly time slots must have at least eight (8) District (Preserve) residents present at all sessions. Groups that fall below that number for three (3) consecutive weeks will release the reserved time slot for general community use for the



remainder of the season.

Meetings of the community associations within the District (Preserve) which include the Tara Community Development District 1, the Tara Master Association and its committees, the six (6) condominium associations and the Golf Villa Landscape Association (collectively, the "Associations"), that meet the statutory posting and public session requirements are exempt from these requirements. Any of the Associations using the Community Center for its meetings or other purposes shall at all times have a copy of its current certificate of insurance on file with the District, which shall further name the District as an additional insured.

If any group believes it can sustain the eight (8) or six (6) District (Preserve) resident requirement for a reserved time slot, it is encouraged to apply for a standing reservation complete with roster of District (Preserve) names anticipated. Groups who have lost weekly, bi-monthly or monthly slots may reapply in October for the new calendar year if they believe they can again meet the standard continuing basis at some point in time. The District Field Manager will schedule on a first-come, first-serve basis with no "holding" of specific times that may have been previously assigned.

**Small Groups:** District (Preserve) residents that are involved with groups with fewer than required attending District (Preserve) residents for a standing reservation or meeting may utilize the "no charge" rental options available to all District (Preserve) residents if open time slots are available. The District Field Manager may schedule up to two (2) small group meetings for the community center at his or her discretion.

**Conduct:** It is the District's intent to ensure orderly conduct during any and all meetings of the Associations, Clubs or other groups held at the Community Center. All attendees are expected to conduct themselves respectfully at all times. Any behavior deemed to be disruptive or belligerent including, but not necessarily limited to, shouting, constant interruptions, aggressive conduct, physical or verbal abuse is strictly prohibited. In the event of any such behavior, the responsible Association, Club, or group may, at the sole discretion of the Board of Supervisors, have its privileges to use the Community Center for its meetings revoked or suspended. Any such suspension may result in the Board of Supervisors requiring the subject Association, Club, or group to have a Manatee County Sheriff on site for subsequent meetings of said organization, the cost of which shall be the responsibility of the subject Association, Club, or group.

6. All persons using the Community Center or tennis/pickle ball courts do so at their own risk.
7. No group can expect use of the entire Community Center, with the exception for the District, Manatee County and the State of Florida.
8. The Community Center may not be used for commercial purposes.
9. Residents may not reserve the Community Center and sublet the facility to any other person or organization.
10. Children under the age of fourteen (14) must be accompanied by an adult (18 years of age or older) at all times while in the Community Center.
11. Skateboards, in-line skates and similar equipment are not allowed in the Community Center at any time.

12. Exercise classes are limited to a maximum of twenty (20) participants per class which includes the instructor.

## **Tara Community Development District 1 Community Center Rental Fees and Waiver**

---

**Rental Fees:** Rental Fees shall mean those fees, including applicable security deposits and cleaning fees, charged for the exclusive use of the Community Center, which includes the clubhouse and the outdoor pavilion, for private functions. (The District swimming pool and spa facilities, tennis/pickle ball facilities, or any other area located outside of the Community Center may not be rented for private functions). The clubhouse and outdoor pavilion shall be rented out as follows:

- Event open to the Community - no charge – Residents only
- Private Event – Resident/Member - \$125.00 rental fee (includes both clubhouse and outdoor pavilion)
- Private Event – Resident/Member - outdoor pavilion only – \$25.00 rental fee
- Private Event - Non-Resident/Member - \$300.00 rental fee (includes both clubhouse and outdoor pavilion)

All rental fees include applicable taxes.

- All Users - \$200.00 Refundable Cleaning fee
- All Users - \$200.00 Refundable Security Deposit

**Security Deposit:** A refundable security deposit of \$200.00 shall be charged for all rentals. Upon inspection by the District Field Manager and the determination that there are no damages, the deposit will be fully refunded. The deposit will be fully refunded if the function is cancelled due to inclement weather or emergency. However, deposits are non-refundable in the event that a function is cancelled with less than forty-eight (48) hours' notice.

**Cleaning Fee:** A refundable fee of \$200.00 shall be charged to cover the cost of cleaning the facility for functions if necessary. Upon inspection by the District Field Manager and the determination that the facility is clean, the deposit will be fully refunded.

**Waiver:** All adult users of the Community Center, swimming pool or spa facilities, and tennis/pickle ball courts shall be required to execute an Adult Participant Assumption of Risk, Release, Waiver, Indemnification, and Hold Harmless Form prior to their use of the District's facilities. All non-adult users of the District community center, swimming pool or spa facilities, and tennis/pickle ball courts shall be required to have a parent/guardian execute a Participant Assumption of Risk, Release, Waiver, Indemnification, and Hold Harmless Form on their behalf prior to their use of the District's facilities.

**Tara Community Development District 1 Tennis/Pickle Ball Court  
Policies**

1. Tennis/Pickle ball courts are for use by Patrons in possession of a Key Fob. Guests are permitted only when accompanied by a Patron on the court that they are using at that time. Guests are limited to two (2) Guests per Patron, with a Key Fob, playing on one (1) court.
2. No user activity except tennis/pickle ball is permitted on the courts. No furniture is allowed in the courts. Anyone found violating these rules is subject to a fine and/ or deactivation of the resident's/member's Key Fob. There will be a \$25.00 re-activation fee pending approval.  
No pets are permitted on the tennis/pickle ball courts at any time.
3. No food or alcoholic beverages are permitted on the tennis/pickle ball courts.
4. Children under the age of fourteen (14) must be accompanied by an adult eighteen (18) years of age or older at all times when on the tennis/pickle ball courts.
5. Tennis/Pickle ball shoes must be worn on the tennis/pickle ball courts. Shirts must be worn at all times on the tennis/pickle ball courts.
6. Tennis/Pickle ball courts are available on a first-come, first-served basis. There are no advanced reservations. The "holding" or "saving" of courts is expressly prohibited when players are waiting.
7. Tennis/Pickle ball may commence daily at dawn and users may continue using the courts and lights until 10:00 p.m.
8. Players are required to observe court etiquette, as well as rules of good conduct on and around the tennis/pickle ball courts.

## **Tara Community Development District 1 Violation of Policies**

It is the goal and responsibility of the Tara Community Development District 1 to provide a safe and enjoyable environment for all residents of this community and their guests. These policies and procedures have been established by the Board of Supervisors to accomplish this goal.

Any resident/member found violating any Tara Community Development District Community Center Policy and Procedures will be subject to deactivation of their Access Fob at the sole discretion of the District Field Manager. There will be a \$25.00 re-activation fee pending approval by the District Field Manager or the District Board of Supervisors.