

WATERGRASS CLUB



**RULES AND RATES FOR
THE CLUBHOUSE AND ALL AMENITY FACILITIES
AMENDED October 16, 2019**

The WaterGrass Club
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Wesley Chapel, Florida 33545
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www.watergrass2cdd.com

DEFINITIONS

"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 WaterGrass Club, together with their appurtenant facilities and areas.

"Amenity Facilities Policies" or "Policies" – shall mean all Amenity Facilities Policies of Watergrass Community Development District, as amended from time to time.

"Amenity Manager" – shall mean the management company, including its employees, staff and agents, contracted by the District to manage all Amenity Facilities within the District, which facilities include, but are not limited to, The WaterGrass Club.

"Annual User Fee" – shall mean the fee established by the District for any person that is not a member and wishes to become a Non-Resident Member. The amount of the Annual User Fee is set forth herein, and that amount is subject to change based on Board action.

"Board of Supervisors" or "Board" – shall mean the Watergrass Community Development District II Board of Supervisors.

"District" – shall mean the Watergrass Community Development District II

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

"Family" – shall mean a group of individuals living under one roof or head of household. This can consist of individuals who have not yet attained the age of eighteen (18), together with their parents or legal guardians. This does not include visiting relatives, or extended family not residing in the home.

"Guest" – shall mean any person or persons who are invited and accompanied for the day by a Patron to participate in the use of the Amenity Facilities.

"Non-Resident" – shall mean any person or persons that do not own property within the District.

"Non-Resident Member" – shall mean any person or Family not owning property in the District who is paying the Annual User Fee to the District for use of all Amenity Facilities.

"Patron" or "Patrons" – shall mean Residents, Non-Resident Members, and Renters; who are sixteen (16) years of age and older.

“Renter” – shall mean any tenant residing in a Resident’s home pursuant to a valid rental or lease agreement.

“Resident” – shall mean any person or family owning property within WaterGrass I CDD and WaterGrass II CDD.

“Adult” – shall be considered any person eighteen (18) years of age or older.

“Minor” – shall be considered any person seventeen (17) years of age or younger.

NON RESIDENT ANNUAL USAGE FEE STRUCTURE

The annual usage fee for persons not owning property within the District is \$1,500.00 per person for Fiscal Year which shall be reviewed periodically in conjunction with the adoption of the annual Fiscal Year budget for Watergrass Community Development District II, (“the District”). The fee includes all amenities within the District. This fee will cover membership to all Amenity Facilities for one (1) full year from the date of receipt of payment by the District. This fee must be paid in full at the time of the completion of the Non-Resident Member application. Each subsequent annual membership fee shall be paid in full on the anniversary date of application for membership. This membership is not available for commercial purposes.

FACILITY ACCESS

Use of the District’s amenity areas is restricted to Resident’s Family, Non-Resident Members and Renters that have been designated as the beneficial user of the Resident’s membership. An access card is necessary to gain entry to the amenity facilities. Each resident family is issued two (2) initial access cards at no charge. Additional cards and replacements for lost or damaged cards are available for a \$25.00 charge. No more than four (4) access cards (issued to those 16 years or older) may be held by any resident or member household at any time. This access card system protects you and the facility from unapproved non-resident entry. Under no circumstance should a resident or member provide their access card to an unapproved non -resident to allow them to utilize the amenities. All Patrons will be required to sign an amenity facilities registration form and be required to show proof of residence i.e. Driver’s License, State ID, closing statement, utility bill or a vehicle registration upon receiving their access card.

RENTER'S PRIVILEGES

- (1) Residents who rent out or lease out their residential unit(s) in the District shall have the right to designate the Renter of their residential unit(s) as the beneficial users of the Resident's membership privileges for purposes of Amenity Facilities use.
- (2) In order for the Renter to be entitled to use the Amenity Facilities, the Renter must acquire a membership with respect to the residence which is being rented or leased. A Renter who is designated as the beneficial user of the Resident's membership shall be entitled to the same rights and privileges to use the Amenity Facilities as the Resident.
- (3) During the period when a Renter is designated as the beneficial user of the membership, the Resident shall not be entitled to use the Amenity Facilities with respect to that membership. They would have to pay the non-resident user fee, or serve as a guest of the renter.
- (4) Residents shall be responsible for all charges incurred by their Renters which remain unpaid. Resident owners are responsible for the deportment of their respective Renter.
- (5) Renters shall be subject to such other rules and regulations as the Board may adopt from time to time.

GUEST POLICY

- (1) Swimming Pool – Patrons sixteen (16) and seventeen (17) years of age are only permitted to bring one (1) Guest each. A Family, as defined in these polices is limited to a maximum of four (4) total Guests. One of the Family members must be eighteen (18) years of age or older in order to bring up to four (4) total guests.
- (2) Fitness Center – **No Guests** are allowed in the Fitness Center at anytime. Patrons may bring a certified trainer approved by management to the Fitness Center for personal training session only.
- (3) Amenity Facilities - Guests must be accompanied by a Patron when using any amenity facility. Patron will be responsible for any damages caused by Guests while using facilities.

GENERAL FACILITY PROVISIONS

- (1) The Board reserves the right to amend, modify, or delete, in part or in their entirety, these Rules and Policies when necessary, at a duly-noticed Board meeting, or on the Districts Website which is located at www.watergrass2cdd.com and will notify the Patrons of any changes. However, in order to change or modify rates or fees beyond

the increases specifically allowed for by the District's rules and regulations, the Board must hold a duly-noticed public hearing on said rates and fees.

- (2) All Patrons must have their assigned access card upon entering the amenities. Access cards are only to be used by the Patron they are issued to. Patron must present access card upon request from Amenity Staff members.
- (3) Residents and members under the age of 16 must be accompanied by an Adult resident (18 years or older) when using the amenity facilities.
- (4) Residents and members are not permitted to "drop off" anyone under the age of 16 without the appropriate supervision.
- (4) All hours of operation of Amenity Facilities will be established and published by the District. The Clubhouse Facilities will be closed on the following holidays: Easter, Thanksgiving Day, Christmas Day and New Year's Day. The Clubhouse Facilities may also have limited hours of operation or be closed on Christmas Eve and New Year's Eve with Board authorization.
- (5) Dogs and all other pets (with the exception of Service Animals) are not permitted at the Clubhouse Facilities and pool. Where Service Animals are permitted on the grounds, they must be leashed.
- (6) Alcoholic beverages shall not be served or sold, nor permitted to be consumed on the Amenity Facilities premises unless in conjunction with a clubhouse approved room rental or special event. All Private Events where alcohol is to be served will require a licensed and insured vendor of alcoholic beverages. They must provide proof of this to the Clubhouse prior to the event.
- (7) Vehicles must be parked in designated areas.
- (8) The Board of Supervisors (as an entity) and the District Manager, the Amenity Manager and its staff shall have full authority to enforce these policies.
- (9) Smoking is not permitted anywhere on District owned property. This includes the amenity facilities, pool area, park, play courts and surrounding area
- (10) Guests must be accompanied by a Patron while using the Amenities.
- (11) Patrons must present their access cards when requested by staff at any Amenity Facility.
- (12) All Patrons must use their access card for entrance to the Amenity Facility. All lost or stolen access cards should be reported immediately to the Amenity Center Manager. There will be a \$25.00 replacement card fee.

- (13) Disregard for any Amenity Facilities rules or policies may result in expulsion from the facility and/or loss of Amenity Center privileges in accordance with the procedures set forth herein.
- (14) Patrons and their guests shall treat all staff members with courtesy and respect.
- (15) Skateboarding is not allowed on any District Amenity Facility Property, this includes but is not limited to: the amenity facilities, tennis courts, basketball courts, playground area, and sidewalks surrounding this area.
- (16) Commercial advertisements shall not be posted or circulated in the Amenity Facilities. Petitions, posters or promotional material shall not be originated, solicited, circulated or posted on Amenity Facilities property unless approved in writing by the Amenity Manager.
- (17) The Amenity Facilities shall not be used for commercial purposes without prior written permission from the Amenity Manager and the District Manager. The term "commercial purposes" shall mean those activities which involve, in any way, the provision of goods or services for compensation.
- (18) The Amenity Manager reserves the right to authorize all programs and activities, including the number of participants, equipment and supplies usage, facility reservations, etc., at the Amenity Facilities, except usage and rental fees that have been established by the Board. The Amenity Manager also has the right to authorize management-sponsored events and programs to better serve the Patrons, and to reserve any Amenity Facility for said events (if the schedule permits) and to collect revenue for those services provided. This includes, but is not limited to, various athletic events and programs, and children's programs, social events, etc. Should the District be entitled to any of these revenues based on its established rental or usage fees, the Amenity Manager will be required to compensate the District accordingly.
- (19) There is no trespassing allowed in all designated wetland conservation areas, ponds mitigation areas located on District property. Trespasser will be reported to the local authorities.
- (20) Loitering (the offense of standing idly or prowling in a place, at a time or in a manner not usual for law-abiding individuals, under circumstances that warrant a justifiable and reasonable alarm or immediate concern for the safety of persons or property in the vicinity) is not permitted at the Amenity Facility.
- (21) All Patrons shall abide by and comply with any and all federal, state and local laws and ordinances while present at or utilizing the Amenity Facilities, and shall ensure that any minor for whom they are responsible also complies with the same.

- (22) The Amenity Facilities are under twenty-four (24) hour audio and video surveillance.
- (23) Outdoor grilling is prohibited at all amenity facilities unless at a District pre-approved special event.

LOSS OR DESTRUCTION OF PROPERTY OR INSTANCES OF PERSONAL INJURY

Each Patron and each guest as a condition of invitation to the premises of the center assume sole responsibility for his or her property. The District and its contractors shall not be responsible for the loss or damage to any private property used or stored on the premises of the center.

No person shall remove from the room in which it is placed or from the Amenity Facilities' premises any property or furniture belonging to the District or its contractors without proper authorization. Amenity Facilities Patrons shall be liable for any property damage and/or personal injury at the Amenity Facilities, or at any activity or function operated, organized, arranged or sponsored by the District or its contractors, caused by the member, any guests or any family members. The District reserves the right to pursue any and all legal and equitable measures necessary to remedy any losses due to property damage or personal injury.

Any Patron, guest or other person 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 District or its contractors, or who engages in any contest, game, function, exercise, competition or other activity operated, organized, arranged or sponsored by the District, either on or off the Amenity Facilities' premises, shall do so at his or her own risk, and shall hold the Amenity Facility, the District, the Board of Supervisors, District employees, District representatives, District contractors, District agents, harmless for any and all loss, cost, claim, injury damage or liability sustained or incurred by him or her, resulting there from and/or from any act of omission of the District, or their respective operators, Supervisors, employees, representatives, contractors, or agents. Any Patron shall have, owe, and perform the same obligation to the District and their respective operators, Supervisors, employees, representative, contractors, and agents hereunder in respect to any loss, cost, claim, injury, damage or liability sustained or incurred by any guest or family member of such Patron.

Should any party bound by these Policies bring suit against the District, the Board of Supervisors or staff, agents or employees of the District, any Amenity Facility operator or its officers, employees, representatives, contractors or agents in connection with any event operated, organized, arranged or sponsored by the District or any other claim or matter in connection with any event operated, organized, arranged or sponsored by the District, and fail to obtain judgment therein against the District or the Amenity Facility operator, officers, employee, representative, contractor or agent, said party shall be liable to the District for all costs and

expenses incurred by it in the defense of such suit (including court costs and attorney's fees through all appellate proceedings).

GENERAL AMENITY FACILITY USAGE POLICIES FOR THE WATERGRASS CLUB

All Patrons and Daily Guests using the Amenity Facilities are expected to conduct themselves in a responsible, courteous and safe manner, in compliance with all policies and rules of the District governing the Amenity Facilities. Violation of the District's Policies and/or misuse or destruction of Amenity Facility equipment may result in the suspension or termination of District Amenity Facility privileges with respect to the offending Patron or Guest. The District may pursue further legal action and restitution in regards to destruction of Amenity Facility property or equipment.

Hours: The District Amenity Facilities are available for use by Patrons during normal operating hours to be established and posted by the District.

Emergencies: After contacting 911 if required, all emergencies and injuries must be reported to the Amenity Staff at the Clubhouse and will then be forwarded on to the District Manager (813) 991-1116.

Persons using the Amenity Facilities do so at their own risk. Amenity Manager's staff members are not present to provide personal training, swim instruction, lifeguard services, exercise consultation or athletic instruction, unless otherwise noted, to Patrons or Guests. Persons interested in using the Amenity Facilities are encouraged to consult with a physician prior to commencing a fitness program.

GENERAL RULES FOR SWIMMING POOL

****NO LIFEGUARD ON DUTY – SWIM AT YOUR OWN RISK****

- (1) All Patrons must use their assigned access card issued to them upon entering the pool area. At any given time, a family may accompany a maximum of four (4) total guests to the swimming pools.
- (2) Children under the age of sixteen (16) must be accompanied by a Parent or Adult Patron at all times for usage of the pool facility.
- (3) Cell Phones, Radios, tape players, CD players, MP3 players and televisions, and the like are not permitted unless they are personal units equipped with headphones.
- (4) Swimming is permitted only during designated hours, as posted at the pool. Dusk is considered 30 minutes before dark. During the posted hours Patrons swim at their own risk while adhering to swimming pool rules.

- (5) Pool availability may be limited or rotated in order to facilitate maintenance of the facility. Depending upon usage, the pool may be closed for various periods of time to facilitate maintenance and to maintain health code regulations.
- (6) Showers are required before entering the pool.
- (7) Glass containers are not permitted in the pool area.
- (8) No jumping, pushing, running or other horseplay is allowed in the pool or on the pool deck area.
- (9) Children under three (3) years of age, and those who are not reliably toilet trained, must wear rubber lined swim diapers, as well as a swim suit over the swim diaper, to reduce the health risks associated with human waste in the swimming pool/deck area.
- (10) Diving is strictly prohibited.
- (11) Any person swimming during non-posted swimming hours may be suspended from using the facility and possibly all the facilities.
- (12) Proper swim attire must be worn in the pool. Thongs, denim and/ or street clothes prohibited.
- (13) No chewing gum is permitted in the pool or on the pool deck area.
- (14) For the comfort of others, the changing of diapers or clothes is not allowed at pool side. Changing tables are available for your convenience in the restrooms.
- (15) No one shall pollute the pool. Anyone who does pollute the pool is liable for any costs incurred in treating and reopening the pool.
- (16) Remote controlled watercraft are not allowed in the pool area.
- (17) Pool entrances must be kept clear at all times.
- (18) No swinging on ladders, fences, railings or ADA equipment is allowed.
- (19) Pool furniture is not to be removed from the pool area.
- (20) Loud, profane, or abusive language is absolutely prohibited.
- (21) No physical or verbal abuse will be tolerated.

- (22) Chemicals used in the pool may affect certain hair or fabric colors. The District is not responsible for these effects.
- (23) Alcoholic beverages are not permitted.
- (24) Pets, (with the exception of service animals), bicycles, skateboards, roller blades, and scooters are not permitted on the pool deck area inside the pool gates at any time.
- (25) The Amenity Management Staff reserves the right to authorize all programs and activities, with regard to the number of guest participants, equipment, supplies, usage, etc.
- (26) All food and drink must be kept at a minimum of four (4) feet from the pool.
- (27) Smoking and vaping are not permitted on CDD property at any time.

AQUATIC TOY AND RECREATIONAL FLOATATION DEVICE POLICY

- (1) Aquatic toys and equipment are not permitted in the pool. Prohibited items include, but are not limited to, rafts, kickboards, inner tubes, scuba gear, swim fins, balls, Frisbees, inflatable objects, or other similar water play items.
- (2) Exceptions are Coast Guard approved personal floatation devices, kickboards for lap swimming/swim classes, masks, goggles, water wings, and water toys for organized special events.
- (3) Amenity Management Staff has the final say regarding the use of any and all recreational floatation devices at all pools.

FECES POLICY FOR SWIMMING POOLS

- (1) If contamination occurs, the affected pool will be fenced off and closed for twenty-four (24) hours. The water will be shocked with chlorine to kill the bacteria.
- (2) Parents should take their children to the restroom before entering the pool.

FITNESS CENTER POLICIES

All Patrons using the Fitness Center are expected to conduct themselves in a responsible, courteous and safe manner in compliance with all policies and rules of the District governing the amenity facilities. Disregard or violation of the District's policies and rules and misuse or destruction of the Fitness Center equipment may result in the suspension or termination of usage privileges. The District may pursue further legal action and restitution in regards to destruction of Amenity Facility property or equipment.

Please note the Fitness Center is an unattended facility. Persons using the facilities do so at their own risk. Staff is not present to provide Personal Training or Exercise Consultation to Patrons. Persons interested in using the Fitness Center are encouraged to consult with a physician prior to commencing a fitness program.

- (1) Hours:** The Fitness Center is open for use by Patrons during normal operating hours to be established and posted by the District.
- (2) Emergencies:** All emergencies and injuries must be reported to the Amenity Staff at the Clubhouse and will then be forwarded to the District Manager at (813) 991-1116.
- (3) Eligible Users:** Patrons sixteen (16) years of age and older are permitted to use the Fitness Center during designated operating hours. No one under the age of sixteen (16) is allowed in the Fitness Center at anytime. Patron must provide proof of age if requested by Staff to use the Fitness Center.
- (4) Guest Policy:** No Guests are allowed in the Fitness Center at anytime. Patrons may bring a trainer to the Fitness Center for personal training sessions only. Personal trainers must be preapproved by management. In addition, personal trainers must present a copy of their fitness certification and present a copy of a certificate of liability naming the District as an additional insured.
- (5) Food and Beverage:** Food (including chewing gum) is not permitted within the Fitness Center. Beverages, however, are permitted in the Fitness Center if contained in non-breakable containers with screw top or sealed lids.
- (6) Proper Attire:** Appropriate clothing and athletic footwear (covering the entire foot) must be worn at all times in the Fitness Center. Appropriate clothing includes t-shirts, tank tops, athletic shorts (no jeans), and/or sweat suits (no swimsuits).
- (7) Children's Room:** Residents are responsible for their children when bringing them into the children's room. Children must be residents, NO guests allowed. No food and drink are allowed in the children's room. No horseplay will be allowed. Residents assume all responsibility for their children. Children are not allowed in the Fitness Center.

General Policies:

- Each individual is responsible for wiping off fitness equipment after use.
- Use of personal trainers is not permitted in the Fitness Center unless pre-approved by the District.
- Hand chalk is not permitted to be used in the Fitness Center.
- Radios, tape players, cell phones, tablets and/or portable devices are not permitted unless they are personal units equipped with headphones.
- Weights or other fitness equipment may not be removed from the Fitness Center.
 - Please limit use of cardiovascular equipment to thirty (30) minutes and step aside between multiple sets on weight equipment if other persons are waiting.
 - Please replace weights to their proper location after use.
 - Free weights are not to be dropped and should be placed only on the floor or on equipment made specifically for storage of the weights.

BASKETBALL AND TENNIS COURT FACILITY POLICIES

All Patrons and guests using the Basketball and Tennis Courts are expected to conduct themselves in a responsible, courteous and safe manner in compliance with all policies and rules of the District governing the amenity facilities. Disregard or violation of the District's policies and rules and misuse or destruction of Facility equipment may result in the suspension or termination of Facility privileges. The District may pursue further legal action and restitution in regards to destruction of Amenity Facility property or equipment. Guests may use the Basketball and Tennis Court if accompanied by an adult Patron.

Please note that the Basketball and Tennis Courts are unattended Facilities and persons using the facilities do so at their own risk. Persons interested in using these Facilities are encouraged to consult with a physician prior to use.

- (1) Hours:** The Basketball and Tennis Courts are available for use by Patrons during normal operating hours which are posted. These facilities may not be rented, and are available on a first come first served basis.
- (2) Emergencies:** All emergencies and injuries must be reported to the Amenity Staff at the Clubhouse and then forwarded on to the District Manager at (813) 991-1116.
- (3) Proper Attire:** Proper basketball or athletic shoes and attire are required at all times while on the courts. Proper attire shall consist of athletic shoes, shirts, and shorts or athletic pants.

General Policies:

- The Basketball and Tennis Courts Facility is for the play of Basketball and Tennis only. Pets, roller blades, bikes, skates, skateboards, and scooters are prohibited at the facility.
- Beverages are permitted at the Basketball and Tennis Courts if contained in non-breakable containers with screw top or sealed lids. No glass containers are permitted on the basketball and tennis courts.
- Alcoholic beverages are not permitted.
- Anyone under the age of sixteen (16) is not allowed to use the Basketball and Tennis Court unless accompanied by an adult Patron.
- The Basketball and Tennis Courts are available on a first come, first serve basis. Use of the Basketball and Tennis Courts is limited to one (1) hour when others are waiting.
- Proper Basketball and Tennis etiquette shall be adhered to at all times. The use of profanity or disruptive behavior is prohibited.
- Persons using the Basketball and Tennis Courts must supply their own equipment.
- Persons using courts must clean up the courts and surrounding areas after use.
- Smoking and vaping are not permitted.
- All other general facility rules apply.

PLAYGROUND POLICIES

- (1) For the safety of all children and adults, only children between the ages of two (2) years and twelve (12) years of age may use the playground equipment.
- (2) No roughhousing on the playground.
- (3) Persons using the playground must clean up all food, beverages and miscellaneous trash brought to the playground. Glass containers are prohibited.
- (4) The use of profanity or disruptive behavior is absolutely prohibited.
- (5) Alcoholic beverages are not permitted.
- (6) Inflatable equipment, such as bounce houses, are permitted at the playground with proof of liability coverage.
- (7) Smoking and vaping are not permitted.
- (8) All other general facility rules apply.

OUTDOOR AREA AND OPEN PLAY FIELD

- (1) The outdoor area/open play field is open from 7:00 am to dusk.
- (2) All outdoor areas are available for use by residents, members and their guests on a first come first served basis only.
- (3) No one under the age of 16 is allowed in these areas alone unless accompanied by an adult resident (18 years or older).
- (4) Bikes, rollerblades, skateboards and equipment with wheels is prohibited.
- (5) Pets must be kept on a leash and residents and members must pick up and dispose of pet waste in appropriate outdoor receptacles.
- (6) Profanity, fighting and disruptive behavior will not be tolerated.
- (7) Smoking in these areas is prohibited.
- (8) Residents and members are responsible for bringing their own sports equipment.
- (9) Amplified sound systems and DJ'S are prohibited unless it is a community approved program or event.
- (10) Residents and members must clean up after themselves and dispose of trash in the appropriate outdoor receptacles.
- (11) All other general facility rules apply.

WATERGRASS COMMUNITY DEVELOPMENT DISTRICT II

FACILITY RENTAL POLICIES FOR

The WaterGrass Club

Patrons may reserve for rental certain portions of the Amenity Center for private events. Only one (1) room or portion of the facility is available for rental during regular hours of operation and reservations may not be made more than three (3) months prior to the event. Persons interested in doing so should contact the Amenity Center regarding the anticipated date and time of the event to determine availability. Please note that all the facilities are unavailable for private events on the following holidays (including the weekends before or after depending on which date the holiday falls):

New Year's Day
Easter Sunday
Mother's Day
Memorial Day
July 4th
New Year's Eve

Father's Day
Labor Day
Thanksgiving
Christmas Eve
Christmas Day

The pool and pool deck area (with the exception of the Shaded Lanai area) of the facilities are not available for private rental and shall remain open to other Patrons and their guests during normal operating hours.

The Patron renting any portion of the facility shall be responsible for any and all damage and expenses arising from the event.

Available Facilities: The Club Room, Promenade Park and Shaded Lanai area is available for private rental.

- The **Club Room** is available after office hours, for up to five (5) total hours, including set up and post-event cleanup. The room capacity is 20-25 people.
- The **Shaded Lanai** area is available for up to four (4) total hours, including set up and post-event cleanup. The Lanai capacity is 15 people.
- The **Promenade Park** area is available for up to (4) total hours, including set up and post-even cleanup. The Park capacity is 100 people.

Reservations: Patrons interested in reserving a room must submit to the Amenity Center Office a completed Facility Rental Application. Residents will be given a (7) day temporary hold period in which they must finalize and submit rental fees to the Amenity Office.

- **Club Room:** One payment should be in the amount of one hundred and seventy-five dollars (\$175.00) for the room rental fee and the other payment should be in the amount of one hundred and seventy-five dollars (\$175.00) as a deposit. All checks and money orders are made payable to the WaterGrass II CDD (no cash is accepted).
- **Shaded Lanai:** One payment should be in the amount of seventy-five dollars (\$75.00) for the lanai rental fee and the other payment should be in the amount of seventy-five dollars (\$125.00) as a deposit. All checks and money orders are made payable to the WaterGrass II CDD (no cash is accepted).
- **Promenade Park:** One payment should be in the amount of one hundred and twenty-five dollars (\$125.00) for the promenade park rental fee and the other payment should be in the amount of one hundred and twenty-five dollars (\$300.00) as a deposit. All checks and money orders are made payable to the WaterGrass II CDD (no cash is accepted)

The Amenity Manager will review the Facility Rental Application on a case-by-case basis and has the authority to reasonably deny a request. Denial of a request may be appealed to the District's Board of Supervisors for consideration.

Deposit: As stated previously, the Club Room, Promenade Park, and Shaded Lanai deposits are required by the time the reservation is approved. To receive a full refund of the deposit, the following must be completed:

- Patron must be present for the duration of the rental.
- Garbage must be removed and placed in the dumpster.
- All displays, favors or remnants of the event must be removed.
- Furniture and other items must be restored to their original position.
- Counters, table tops, chairs and sink area must be wiped clean.
- Garbage liner must be replaced.
- Refrigerator, microwave oven, and all cabinets and appliances used must be cleaned.
- Windows, doors, and mirrors in the rented room must be cleaned.
- Floors must be swept, vacuumed and / or mopped.
- No damage must have occurred to the Amenity Center and its property.

Cancellation Policy:

Notice of cancellation of facility rental must be made at least 72 hours in advance. Failure to do so will incur a fee of 50% of the total rental fee.

General Policies:

- Rental Lease Holders are responsible for ensuring that their guests adhere to the policies set forth herein. Violations by guests of District policies will lead to forfeiture of Rental Lease Holder's deposit.
- Facility & room maximum capacity limits must be observed at all times and will be strictly enforced. District staff reserves the right to take all necessary actions to comply with this requirement. Examples of these actions are, but are not limited to:
 - o Event Cancellation & Closure
 - o Access Restrictions
 - o Parking Enforcement & Towing
- The Rental Lease Holder will be responsible for any and all monetary citations and fines that may be received by the District for such a violation.
- Alcoholic beverages shall not be served or sold, nor permitted to be consumed on the Amenity Facilities premises unless in conjunction with a clubhouse approved room rental or special event. All Private Events where alcohol is to be served, will require a licensed and insured vendor of alcoholic beverages. They must provide proof of this to the Clubhouse prior to the event.
- No glitter. Confetti, large candles or open flames are allowed on the amenity premises. Birthday candles may be used.

- No tape, push pins, hooks, nails or any other attachments to ceiling, floors or walls are permitted. Use of any of these items will result in a fee.
- Swimsuit and/or bare feet are not allowed inside the Clubhouse at anytime.

SUSPENSION AND TERMINATION OF PRIVILEGES

(1) Privileges at the amenity facilities can be subject to suspension or termination by the Board of Supervisors if a Patron:

- Submits false information on the application for an access card.
- Permits unauthorized use of an access card.
- Exhibits unsatisfactory behavior or language.
- Fails to abide by the Rules and Policies established for the use of facilities.
- Treats the personnel or employees of the facilities in an unreasonable or abusive manner. Examples include, but are not limited to the use of profanity, verbal and physical assault.
- Engages in conduct that is improper or likely to endanger the welfare, safety or reputation of the facility or Staff.

Policy Enforcement

Please be aware that staff must protect the rights and privileges of rule-abiding residents and members, and that inappropriate behavior will not be tolerated. All patrons are responsible for compliance with the rules and regulations established for the safe operations of all the facilities. For severe violations or anyone continuing to violate clubhouse rules, individual(s) may be refused access to the clubhouse and its amenities. The staff reserves the right to ask residents, members, or guests to leave the facilities and suspend their privileges and/or access cards. The staff retains the full right to contact the local law enforcement agency and have violators trespassed permanently from any District property.

Depending on the severity of the violation, the individual(s) may be asked to leave the facilities until a consequence is determined. If a minor is involved in a violation, a parent or guardian will be contacted and a written warning may be issued. Documentation of incidences will be kept on file.

Any appeals will need to be made in writing to the District's Board of Supervisors. Appeals will be reviewed at the next regularly scheduled District Board of Supervisors meeting from the date the appeal was received.

Consequences

- 1. Warnings:** The violation will be brought to the attention of the individual(s) involved. If the behavior continues, the violator will be asked to leave the property.

- 2. Suspensions:** All suspensions will be treated on a case by case basis. Consequences and decision outcomes will be determined by the management. While suspended from District property, access cards for residents or members will be deactivated. Any suspension of privileges from District property, which resulted from Policy and Guideline violations, may be issued as follows:
 - 7 days/1 week
 - 1 month
 - 3 - 6 months
 - Indefinite

INDEMNIFICATION

Each organization, group or individual reserving the use of CDD facilities agrees to indemnify and hold harmless the Watergrass Community Development District II ("District") and the amenity management firm, and the respective officers, agents and employees of each, from any and all liability, claims, actions, suits or demands by and person, corporation or other entity, for injuries, death, property damage of any nature, arising out of or in connection with, the use of the district lands, premises and / or facilities, including litigation or any appellate proceeding with respect thereto. Nothing herein shall constitute or be construed as a waiver of the District's sovereign immunity granted pursuant to Section 768.28, Florida Statutes.

The District and its agent, employees and officers shall not be liable for, and the Resident or Non-Resident Club Member user shall release all claims for injury or damage to or loss of personal property or to the person, sustained by the user or any person claiming through the user resulting from any fire, accident, occurrence, theft or condition in or upon the District's lands, premises and/or facilities.

The above policies were amended by the Board of Supervisors for the Watergrass II Community Development District on October 16, 2019 at a duly noticed public meeting.