

HARBOR BAY COMMUNITY DEVELOPMENT DISTRICT

AMENDED AND RESTATED AMENITIES RULES HANDBOOK

**Patricia Thibault
District Manager
250 International Parkway Suite 280
Lake Mary, FL 32746
www.harborbaycdd.org
321-263-0132 ext. 4205**

**Margaret Alfano
General Manager
Harbor Bay CDD Clubhouse
107 Manns Harbor Drive
Apollo Beach, Florida 33572
(813) 649-1500 ext. 31**

TABLE OF CONTENTS

PART 1: Amenities Operating Rules	1
Definitions.....	1
Description of Amenities	3
Amenities Usage	3
Community Programming	7
General Provisions	10
Alcohol Policy	14
Fitness Center & Group Exercise Studio	14
Locker Rooms	16
Saunas	17
Pool, Waterslide & Lap Lanes	17
Lagoon Room, Admiral’s Lounge & Related Gathering Areas	21
The Dockers	21
Galley Café	22
Wireless Internet Access.....	22
Basketball Courts	23
Sand Volleyball Courts	24
Tennis Courts	25
Playgrounds and Parks	29
The Outfitters	30
Admiral Pointe Clubhouse	31
Pond Areas	32
Facility Rental Policies	33
Property Damage	34
Emergency Procedures.....	35
Disciplinary Rule	35
Use at Own Risk; Indemnification.....	35
Sovereign Immunity	36
Severability	36
Amendments / Waivers.....	36
Other Rules and Policies.....	37
PART 2: Rule for Amenities Rates.....	38
PART 3: Disciplinary & Enforcement Rule	42
PART 4: Amenity Forms.....	44
New Patron Information Form	
Consent and Waiver Agreement	
Credit Application Form	
Rental Form	

PART 1: Harbor Bay Community Development District
Amenities Operating Rules

Law Implemented: ss. 190.011, 190.035, Fla. Stat. (2019)
Effective Date: June 18, 2020

In accordance with Chapter 190 of the Florida Statutes, and on June 18, 2020 at a duly noticed public meeting and after a duly noticed public hearing, the Board of Supervisors of the Harbor Bay Community Development District adopted the following rules / policies to govern the operation of the District’s Amenities. All prior rules / policies of the District governing this subject matter are hereby rescinded.

DEFINITIONS

The following definitions shall apply to these policies in their entirety:

“Amenities” – shall mean the properties and areas owned by the District and intended for recreational use. The Amenities are subject to change. Amenities shall include the following amenities, together with their appurtenant areas, facilities, equipment, and any other appurtenances:

- Fitness Center and group exercise room
- Resort-style locker rooms with saunas
- Resort-style pool with restroom and lap swimming lanes
- The Outfitters
- Admiral’s Lounge with wireless internet access
- The Galley Cafe
- Lagoon Room and veranda with catering kitchen
- Five (5) night-lit champion Tennis Courts / Racquet Club with restroom facilities
- Two (2) full court (non-regulation sized) Basketball Courts / multipurpose for Pickle Ball
- Tots Playground
- Dockers Youth Activities Room
- Landings Park with Tiki Huts
- Sand Volleyball Court
- Admiral Pointe Clubhouse and pool
- Wolf Creek Park
- Boat lift & ramp
- Lagoons and Canals

“Amenities Rules” or “Rules” – shall mean this document together with the Rule for Amenity Rates, the Amenities Disciplinary Rule, and all related forms of the District, as amended from time to time.

“Amenity Manager” – shall mean the management company, including its employees, staff and agents, legally charged by the District to manage the daily operations of Amenities.

“Annual User Fee” – shall mean the base fee established by the District for the non-exclusive right to use the Amenities by a Non-Resident. The amount of the Annual User Fee is set forth in the District’s Amenity Rules.

“Board of Supervisors” or “Board” – shall mean the Board of Supervisors of the District.

“District” – shall mean the Harbor Bay Community Development District.

“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, together with their parents or legal guardians. This does not include visiting relatives, or extended family not residing in the house.

“Guest” – shall mean any person accompanied and invited by a Patron who is expressly authorized by the District to use the Amenities. The Patron must remain with their guest/s for the duration of their visit.

“Non-Resident” – shall mean any person who does not fall under the definition of Resident, below.

“Non-Resident Tennis Patron” – shall mean any Non-Resident who has paid the program fees for the Non-Resident Tennis Program.

“Patron” or “Patrons” – shall include (i) Residents; and (ii) Non-Residents paying the Annual User Fee.

“Proximity Card” – shall mean the identification card issued to Patrons and Non-Resident Tennis Patrons.

“Renter” – shall mean any tenant residing in a home located within the District pursuant to a valid rental or lease agreement.

“Resident” – shall mean any person owning property within the District. It also includes a Renter that has been exclusively assigned the beneficial use of the amenity access privileges of the owner of the property at which they reside.

DESCRIPTION OF AMENITIES

The District is a local unit of special-purpose government, created pursuant to and existing under the provisions of Chapter 190, Florida Statutes. The District operates and maintains various public improvements and community facilities, including the Amenities.

The Amenities clubhouse is located at 107 Manns Harbor Drive, in Apollo Beach.

The main clubhouse features the Galley Café with outdoor patio seating, and the adjacent Admiral’s Lounge which is popular for clubs and events. The District also has an office on the main floor for Amenity Center staff.

Upstairs in the clubhouse is the Lagoon Room, which is available for party rental. Most club events are held upstairs in the Lagoon Room and adjacent veranda area.

The resort pool is located behind the clubhouse on the lagoon and features a zero entry area with teardrop water fall, a lighthouse pool slide and a junior Olympic lap pool. The resort pool has lounge chairs and umbrellas for Patrons and Guests.

The Outfitters is a special amenity, multipurpose building for the community, providing access to the water for all Patrons and Guests, including the use of canoes, kayaks, and paddleboards.

The Dockers is the center for young children’s activities and events. It is located adjacent to the restrooms at the resort pool.

The Admiral Pointe Clubhouse and pool are located at 5248 Admiral Pointe Drive. This clubhouse has an open layout that is great for any type of event. It features a kitchen, restrooms and an office. The pool is located directly behind the clubhouse and features outdoor patio seating, lounge chairs and a pergola.

AMENITIES USAGE

Only Patrons and their Guests have the right to use the Amenities, provided however that 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.

Non-Residents. A Non-Resident must pay the Annual User Fee applicable to Non-Residents 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. This fee must be paid in full before the Non-Resident may use the Amenities. Each subsequent Annual User Fee shall be paid in full on the anniversary date of application. Non-Residents that are Patrons must abide by all current policies, procedures and are subject to all enforcements.

Renter's Privileges. Owners of property who rent or lease residential unit(s) in the District to others shall have the right to designate the Renter of the residential unit(s) as the beneficial users of the owner's privileges to use the Amenities.

1. A Renter who is designated as the beneficial user of the owner's rights to use the Amenities shall be entitled to the same rights and privileges to use the Amenities as the owner. A Renter will be required to provide proof of residency (minimum twelve (12) month lease agreement, and complete a landlord-tenant agreement form) and pay any applicable fee before he or she receives a Proximity Card.
2. During the period when a Renter is designated as the beneficial user, the owner shall not be entitled to use of the Amenities.
3. Owners shall be responsible for all charges incurred by their Renters which remain unpaid after the customary billing and collection procedure established by the District. Owners are responsible for the department of their respective Renter.
4. Renters shall be subject to all Amenities Rules as the Board may adopt from time to time.

Guests. Except as otherwise provided for herein, each Patron Household may bring a maximum of five (5) Guests to the Amenities at any one visit; provided, however, that Guests must either (i) be accompanied by a Patron who is at least eighteen (18) years of age provided they present their own valid proximity card. when using the Amenities, or (ii) carry a Resident Guest Pass when using the Amenities. For clarification purposes, the preceding sentence shall be construed to place a five (5) Guest limitation per visit on the total number of Guests that a Patron may bring on behalf of that Patron's particular Family – e.g., a Patron Family consisting of four people cannot bring up to five (5) Guests each for a total of twenty (20) Guests, but instead can only bring a total of five Guests per visit on behalf of the entire household. The Patron will be responsible for any harm caused by the Patron's Guests while using the Amenities. The District may also in its discretion invite Guests as part of any community programming activities. Applicable fees may apply. Guests shall be subject to all Rules as the Board may adopt from time to time. To better manage use of the facilities, the Amenity Manager in his or her discretion may require Patrons and Guests to "sign-in" prior to accessing the Amenities and/or to wear District-issued bracelets at the Amenities in order to better identify authorized users of the Amenities.

Registration / Disclaimer. In order to use the Amenities, each Patron and all members of a Patron's Family shall register with the District at the reception desk by executing a New Patron/Guest Information Form, and by executing the Consent and Waiver Agreement, copies of which are attached hereto. Additionally, each Patron is responsible for ensuring that each of the Patron's Guests executes a Consent and Waiver Agreement prior to each use of the Amenities. **All persons using the Amenities do so at their own risk and agree to abide by the rules and policies for the use of the Amenities. As set forth more fully later herein, the District shall assume no responsibility and shall not be liable for any accidents, personal injury, 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. Patrons are responsible for their actions and those of their Guests.**

Proximity Cards. All Patrons will be issued a Proximity Card at the District offices designated location. Proximity Cards will give Patrons entry to the fitness center, The Galley Café, Admiral's Lounge, Basketball Courts, Tennis Courts, Admiral's Pointe Amenity Center and resort pool area during the regular operating hours of the clubhouse. You can make an appointment to obtain your Proximity Card by contacting the reception desk.

Each Patron will receive a Proximity Card upon registration with the District. For Families, each Patron may obtain additional Proximity Cards for any member of a Patron's Family who is sixteen years of age or older. A minor who is a member of a Patron's Family and between the ages of twelve (12) and fifteen (15) may receive a Proximity Card with limited access following that . Similarly, a minor who is a member of a Patron's Family and is cared for by a babysitter, au pair, nanny, grandparent, or similar caregiver may receive a Proximity Card with limited access, provided that the minor receives a legal guardian's consent.

Patrons can use their Proximity Cards to gain access to the Amenities. Upon arrival at the clubhouse, Patrons will scan their Proximity Cards in the card reader located outside of the main entrance doors in order to unlock the doors. Card readers are also located at the pool access gate on the west side of the facility as well as the fitness center entrance, and at the tennis and basketball courts. This proximity card system protects you and the Amenities from non-Patron entry. Unless otherwise stated herein, under no circumstance should a Patron provide their Proximity Card to a non-Patron to allow a non-Patron to use the Amenities.

Proximity Cards are the property of the District and are non-transferable except in accordance with the District's Amenities Rules. All lost or stolen cards need to be reported immediately to the District. Fees may apply to replace any lost or stolen cards.

Caregivers. The District allows caregivers to accompany minors or infirm Patrons using the Amenities, provided that the following requirements are met:

- The caregiver, who is considered a Guest for purposes of the Amenities Rules, does not count toward the limitations on the number of Guests set forth above.
- The caregiver must be eighteen (18) years of age or older and must accompany a Patron or a member of the Patron's Family who is otherwise authorized to use the Amenities.
- The Patron employing the caregiver must make a written request to authorize the caregiver to accompany the Patron's family member requiring care.
- The Patron employing the caregiver is responsible for any violations, damage, etc. caused by the caregiver.
- The caregiver will use a Proximity Card with limited access in order to access the Amenities and must execute a Consent and Waiver Agreement.
- The caregiver's use of the Amenities will expire after one year, but may be renewed annually by request of the Patron.

Teen Tune-Up. The District offers a “**Teen Tune-Up**” program for ages twelve (12) through fifteen (15). This program educates and motivates teens who want to utilize the fitness center without a parent or guardian present. Teens can achieve their fitness goals either through personalized instruction by a MiraBay Club professional personal trainer. designed to enhance results and provide improved quality of life, or they can work out on their own. Completion of the Teen Tune-Up program and certification course is required before this age group can utilize the fitness center or personal training programs, as well as the athletic courts. The major workout components that the teens learn in the introductory course include: how to set up a program (reps, sets, etc.), how to safely perform the selected exercises, and how to practice weight room safety and etiquette. Once the twelve (12) to fifteen (15) year old has completed the Teen Tune-Up program and has been evaluated by a trainer, he or she will be able to take part in personal training programs and utilize the fitness center and athletic courts.

Patrons and Guests Only. Unless otherwise directed by the District, programs will be open to Patrons and their Guests only, subject to payment of any applicable fees. Patrons may register Guests for programs; however, in order to provide Patrons with priority registration, Guests may be assessed a surcharge and will only be able to register for programs if space permits.

Registration. Patrons will be able to register for all programs and activities in person at the reception desk, by completing and submitting a program registration form with payment (if applicable). Most programs will require advance registration (typically, one week prior to the start of a class, unless otherwise noted) to allow the staff to plan effectively. To avoid the unnecessary cancellation of a program, register by the posted deadline. Late registrations may be accepted on a case-by-case basis. Due to the nature of some programs and the availability of space, late registration may not always be feasible. Some programs will have maximum registration limitations. In the event a program is full, a waiting list will be created. If there are cancellations in the program, the Patrons on the waiting list will be contacted. This waiting list will also be used to determine if an additional program can be offered.

Payment. A variety of complimentary and fee based programs will be offered to Patrons. Fees for programs are occasionally required to offset the cost of instruction, supplies, equipment, and administrative expenses. Full payment must be made at the time of registration or by the registration deadline, to be determined by the Amenity Management Team. Patrons may pay for programs utilizing a credit, debit card (Visa, MasterCard, Discover or AMEX) or check made out to Harbor Bay CDD (note, there is a \$50 fee for any returned checks). Cash is not accepted for any programming. A Patron may put a credit card on file at reception to expedite the process.

Programs and Activities. All programs and services including personal training, group exercise, tennis lessons, instructional programs, competitive events, and other programs must be conducted through the Amenity Management Team or as directed by the Board. A schedule of activities for the Amenities will be posted at the clubhouse and updated by the Amenity Management Team.

Athletic Teams. The District may from time to time authorize certain District sponsored athletic teams that may be eligible to use the Amenities for both practice and competitions. For such events, teams from outside the District may be invited to participate in competitions. The District's Amenities Rules apply to all such teams, and all such members of any outside teams shall be required to execute a Consent and Waiver Agreement. After these competitions are complete, all team members and their families must leave unless they are signed in as a Guest of a Patron. Please contact the Amenity Management Team for further information.

Cancellation by the District. The Amenity Management Team will notify Patrons if there is a need to change or cancel a program. If a program is cancelled, Patrons will be issued a refund or credit on their account on a case-by-case basis.

Refunds. At the sole discretion of the Amenity Management Team, program refunds and credit may be granted on a case-by-case basis. Refunds and credits after the program registration deadline or after a program begins may not be approved.

Patron Clubs and Interest Groups. The Amenities will host many interest groups and activity club meetings and social events. Clubs and interest groups will be Patron managed and self-supporting. Any Patron wishing to develop an interest group or club should contact the Amenity Management Team to receive information and an application. Meeting and event dates will be subject to facility availability. All clubs must be open to any Patron of the community. Room set up and break down is the responsibility of the club members. Failure to adhere to room break down will result in additional fees. Any additional services, such as food, beverages and or bar tender services will require an additional fee.

Program Suggestions and Ideas. The staff is constantly striving to improve programs and services offered to the community. Patrons are encouraged to submit ideas and suggestions for upcoming programs by emailing our reception team at reception@mirabayclub.com.

GENERAL PROVISIONS

All Patrons and their Guests using the facilities are expected to conduct themselves in a reasonable, responsible, courteous and safe manner in compliance with all policies and rules of the District governing the Amenity facilities. Disregard of the Districts policies and rules and misuse or destruction of facility equipment may result in the suspension or termination of Amenity privileges. Residents are responsible for the actions and behavior of their Guests.

Hours of Operation. All hours of operation of the Amenities will be established and published by the District. The District may restrict access or close some or all of the Amenities due to inclement weather, for purposes of providing a community activity, for making improvements, for conducting maintenance, to prevent illness, or for other purposes. Any programs or activities of the District may have priority over other users of the Amenities.

Unless otherwise posted, all outdoor Amenities are open only from dawn until dusk. Both pool hours are subject to the sunrise/sunset calendar following the guidelines set under the State of Florida Health Department. Here are the specific, current hours of operation for several of the Amenities, which may be amended from time to time and which may be subject to closure for holidays and other special circumstances:

Main Clubhouse Business Hours

Monday-Friday 9am-5pm

Fitness Center

Monday-Friday 5:30am-9pm

Saturday 7am-8pm

Sunday 9am-8pm

Outfitters

TBD

Galley Café

September – March

Everyday, 11am to 5 pm

Friday, 11 am to 9 pm

April – August

Everyday 11 am to 7 pm

Friday, 11 am to 9 pm

Lighted Athletic Courts

Basketball 7am-9pm

Tennis 7am-10pm

Resort Pool

Subject to the sunrise/sunset calendar following the guidelines set under the State of Florida Health Department. The calendar is also posted at the clubhouse.

Unlighted Athletic Courts

Dawn to Dusk

Boat Ramp

Monday-Friday, 5:30 am to 9 pm

Saturday, 7 am to 8 pm

Sunday, 9 am to 8 pm

Boat Lift

Open at all hours (boat transfer only)

Admiral Pointe Clubhouse

For Hours and Availability please see the receptionist

Admiral Pointe Pool

Subject to the sunrise/sunset calendar following the guidelines set under the State of Florida Health Department. The calendar is also posted at the clubhouse.

General Usage Guidelines. Except as otherwise stated herein, the following guidelines govern the use of the Amenities generally. Specific rules for each Amenity are posted in each area and outlined under their own section herein.

1. **Registration and Proximity Cards.** Each Patron must “swipe” his or her Proximity Card in order to access the Amenities and must have his or her assigned Proximity Card available for inspection. Cards are only to be used by the Patron to whom they are issued. Patrons must have at all times in their possession their personalized Proximity Card to enter and use the Amenities, and must present their Proximity Cards upon request by the Amenity Management Team.
2. **Guests.** While using the Amenities, Guests must be accompanied by a Patron. Residents must sign their Guests in at the reception desk upon entering the clubhouse.
3. **Minors.** Except as otherwise stated herein, children under sixteen (16) years of age must be accompanied by an adult aged eighteen (18) or older.
4. **Attire.** With the exception of the pool and wet areas where bathing suits are permitted, Patrons and their Guests must be properly attired with shirts and shoes to use the Amenities. Bathing suits and wet feet are not allowed indoors with the exception of the locker room areas. Proper swim attire must be worn at all times. Cutoffs, thongs, and overly revealing clothes that do not coincide with our family friendly environment are prohibited. Patrons and/or their Guests could be asked to leave the facility as deemed necessary by the Amenity Management Team.
5. **Food and Drink.** Food and drink will be limited to designated areas only. No glass or breakable items are permitted in or on the pool area. Food and drink are not allowed on the wet deck area of the pool, meaning 4 feet from it’s edge.
6. **Drugs and Alcohol.** Anyone that appears to be under the influence of drugs or alcohol will be asked to leave the Amenities.
7. **No Smoking.** Except in designated areas, smoking and vaping is not permitted on any interior or exterior Amenity property. Any violation of this policy shall be reported to the Amenity Management Team.
8. **Pets.** Dogs or other pets (with the exception of “Service Animals” trained to do work or perform tasks for an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disabilities) are not permitted within any District-owned public accommodations including, but not limited to, Amenity buildings (offices, social halls, and fitness center), Pools, Tennis Courts, Basketball Courts, Playgrounds, Parking Lots, open spaces and other appurtenances or related improvements. A Service Animal must be kept under the control of its handler by leash or harness, unless doing so interferes with the Service Animal’s work or tasks or the individual’s disability prevents doing so. The District may remove the Service Animal under the following conditions: If the Service Animal is out of control and the handler does not

take effective measures to control it; If the Service Animal is not housebroken; or, If the Service Animal's behavior poses a direct threat to the health and safety of others. However, the District may ask whether an animal is a Service Animal required because of a disability and what work or tasks the animal has been trained to perform. Patrons and their Guests are responsible for picking up after all pets as a courtesy to others and in accordance with the law.

9. **Vehicles.** Vehicles must be parked in designated areas. Vehicles should not be parked on grass lawns, or in any way which blocks the normal flow of traffic. Off-road bikes/vehicles (including ATV's), and motorized scooters are prohibited on all property owned, maintained, and operated by the District or at any of the Amenities within the District unless they are owned by the District. Golf carts, if properly licensed for on road usage and permitted under applicable State and Local laws, are allowed to park in the District parking lots.
10. **Skateboards, Etc.** Bicycles, skateboards, rollerblades and other devices of similar use are limited to outdoor areas only, excluding inside of any gated areas included but not limited to Tennis and Basketball courts, Pool decks, etc.
11. **Fireworks.** Fireworks of any kind are not permitted anywhere on the Amenities or District property.
12. **Service Areas.** Only District employees and staff are allowed in the service areas of the Amenities.
13. **Courtesy.** Patrons and their Guests shall treat all staff members and other Patrons and Guests with courtesy and respect. Failure to do so could result in the loss of Amenity privileges for that day or longer.
14. **Profanity.** Loud, profane or abusive language is prohibited.
15. **Horseplay.** Disorderly conduct and horseplay are prohibited.
16. **Excessive Noise.** Excessive noise that will disturb other Patrons and their Guests is not permitted. Radio and other electronic devices are permitted with the use of headphones.
17. **Equipment.** All equipment and supplies provided for use of the Amenities must be returned in good condition after use. Patrons and their Guests are encouraged to let the staff know if an area of the Amenities or a piece of equipment is in need of cleaning or maintenance.
18. **Littering.** Patrons and their Guests are responsible for cleaning up after themselves and helping to keep the Amenities clean at all times.
19. **Solicitation and Advertising.** Commercial advertisements shall not be posted or circulated in the Amenities. Petitions, posters or promotional material shall not be originated, solicited, circulated or posted on Amenities property unless approved in writing by the District as determined by the Amenity Management Team. Please contact the District Manager for a copy of the District's policies on advertising.
20. **Firearms.** Firearms are not permitted in the Amenities unless the Patron is authorized to possess and carry a firearm under Florida law. Among

other prohibitions, no firearms may be carried to any meeting of the District's Board of Supervisors.

21. **Trespassing / Loitering.** There is no trespassing or loitering allowed at the Amenities. Any individual violating this policy may be reported to the local authorities.
22. **Compliance with Laws.** All Patrons and their Guests shall abide by and comply with any and all federal, state and local laws and ordinances, as well as any District rules and policies, while present at or utilizing the Amenities, and shall ensure that any minor for whom they are responsible also complies with the same.
23. **Surveillance.** Various areas of all Amenities and District property are under twenty-four (24) hour video/audio surveillance.
24. **Grills.** Grills are permitted only upon Amenity Management Team approval.
25. **Bounce Houses & Other Structures.** Bounce houses and similar apparatus are not permitted on District property unless at District authorized and managed activities. Resident use of such equipment is permitted in designated locations with Amenity Management Team approval, insurance qualifications, deposits, and any other fees required. All inflatable attractions must be secured to sandbags, no spikes or nails into the ground are permitted.
26. **Cellular Phones.** To prevent disturbance to others, use of cellular telephones is limited while in the clubhouse. Patrons and their Guests are asked to keep their ringers turned off or on vibrate while in the clubhouse. Please refrain from cellphone usage while using the fitness center as a courtesy to others.
27. **Lost Property.** The District is not responsible for lost or stolen items. Staff members are not permitted to hold valuables or bags for Patrons or Guests. All found items should be turned in to the Amenity Management Team for storage in the lost and found. Items will be stored in the lost and found for two weeks.
28. **Community Programming by District Representatives Only.** All programs and services, including personal training, group exercise, tennis lessons, and instructional programs must be conducted by an approved and certified employee of the Amenity Management Team. Patrons who provide personal training or any fitness or sports instruction services are prohibited from conducting such services at the Amenity Facility, including but not limited to swim lessons, Yoga, Zumba, weight lifting, and tennis lessons.
29. **Emergencies.** In the event of an injury, property damage or other emergency, please contact the District immediately pursuant to the terms of this policy (see the provisions herein addressing the same).

ALCOHOL POLICY

The District is licensed for the sale of beer, wine, and liquor in certain areas. **Patrons and their Guests are not allowed to bring alcohol onto District property or the Amenities at any time.** Patrons who rent the Amenities are required to use bartenders employed by the Amenity Management Team, unless bar services are outsourced by a licensed caterer and that company provides bartenders that are covered under their liability insurance policy. Said vendor must also list the District as an additional insured. Please see the Amenity Management Team for scheduling and rental fees. Patrons and their Guests under twenty-one (21) years of age may not consume alcohol on-property at any time.

As more fully set forth in District Resolution 2008-03, the following policy applies to the consumption of alcoholic beverages at the clubhouse:

1. Patrons and their Guests must be at least twenty-one (21) years of age to be served alcohol.
2. All Patrons and their Guests must present valid picture identification at the request of the Amenity Management Team.
3. Alcohol served on the premises must be consumed on the premises.
4. The District reserves the right to refuse to serve alcohol to anyone.
5. The District reserves the right to ask intoxicated persons to leave the Amenities or District property.
6. Subject to the rental policy, only alcoholic beverages served by the clubhouse staff are allowed at the Amenities or District property.
7. Alcohol policies may be changed at any time at the discretion of the District.

FITNESS CENTER

Usage Guidelines

The following policies apply to the District's fitness center and group exercise studio:

1. ***Exercise at Your Own Risk.*** The fitness center is not supervised at all times and persons using this facility do so at their own risk. All Patrons and their Guests are encouraged to consult their physician before beginning an exercise program.
2. ***Usage Restrictions.*** Patrons and their Guests ages sixteen (16) and older may use the fitness center, but they must have a Proximity Card and signed waiver on file. Patrons aged twelve (12) to fifteen (15) who have completed the Teen Tune-Up program may also use the fitness center.
3. ***Attire.*** Appropriate attire including shorts, shirts, and closed toed athletic footwear must be worn at all times in the fitness center.

4. **Courtesy.** If a Patron or their Guest is waiting, cardiovascular equipment utilization is limited to thirty (30) minutes. If a Patron or their Guest is waiting for the weight equipment, individuals should allow others to “work in” between sets. All equipment must be wiped down after use with the wipes and/or spray provided.
5. **Food and Drink.** No food or chewing gum is permitted in the fitness center. Water or other sport drinks must be contained in non-breakable spill-proof containers.
6. **Noise.** Personal music devices are permitted if used with headphones and played at a volume that does not disturb others. Cell phones should be turned off and not used while in the fitness center.
7. **Equipment.** Weights or other fitness equipment may not be removed from the fitness center. 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.
8. **Hand Chalk.** Hand chalk is not permitted.
9. **Personal Training.** Except as expressly authorized by the District, the provision of personal training services for fees, or solicitation of personal training services for fees, is prohibited. The District offers a personal training program for Patrons seeking more individualized attention and guidance. Information on trainers, packages, and fees is available in the newsletter and posted in the facility. All instructors must be approved, certified and employed by the Amenity Management Team.
10. **Maintenance Items.** All concerns, equipment malfunctions, and maintenance needs should be reported to the staff.

The following additional policies apply to the group exercise studio:

1. **Group Classes.** Classes are scheduled each month based on the interests of the Patrons and the availability of qualified instructors. Information on class times, dates, fees, and instructors is available at the reception desk and on the District’s website. Class fees are required by all patrons and their guests. All instructors must be approved, certified and employed by the Amenities Management Team.
2. **General Usage.** Patrons and Guests may use the studio and the equipment when classes are not in session and the room is unlocked; however, all equipment must remain in the studio and be returned to its proper location.
3. **Music System.** The music system may only be utilized as part of a structured and supervised program.
4. **Usage Restrictions.** Patrons and their Guests between the ages of twelve (12) and fifteen (15) may participate in group exercise classes when accompanied by a parent/guardian or individually if the patron has completed the teen tune-up program. Patrons and their Guests sixteen (16) years and older may participate in a group exercise class independently.

LOCKER ROOMS

Usage Guidelines

1. **Daily Use.** Lockers are for daily use only, and all items must be removed from the lockers at the end of the day.
 - a. If a locker is not vacated at the end of the day, items and locks left in or on the locker are subject to removal by the Amenity Management Team.
 - b. Under normal circumstances, the Amenity Management Team will make reasonable efforts to provide twenty-four (24) hours notice before removing items and locks. Items removed from lockers will be kept for two (2) weeks at the clubhouse lost and found. After two (2) weeks, unclaimed items will be donated or otherwise disposed of.
 - c. The Amenity Management Team reserves the right, at its sole discretion, to remove and dispose of items immediately and without notice.
2. **Age Restriction.** Children seven (7) years of age and older are required to use the locker room/restroom of their gender.
3. **Dressing Room.** Men's and Women's accessible dressing rooms are available to anyone who may need assistance changing.

SAUNAS

The following policies apply to the District saunas:

1. **Age Restriction.** Participants must be sixteen (16) years of age or older to use the sauna.
2. **Attire.** A towel, bathing suit or gym shorts must be worn. Do not wear jewelry or contact lenses.
3. **Health.** Women who are pregnant, persons with high or low blood pressure, heart disease or diabetes should not utilize the sauna without first consulting a physician.
4. **Time Limit.** Limit the usage time in the sauna to ten (10) minutes. Long exposure in the sauna may result in nausea, dizziness or fainting.
5. **Paper Materials.** No paper materials (newspaper, magazines, etc.) are permitted in the sauna.
6. **Usage.** Do not put water on the sauna rocks. Hanging clothes or towels over the sauna rocks is also prohibited.

POOL, WATERSLIDE & LAP LANES

Usage Guidelines

1. **Operating Hours.** Swimming is permitted only during designated hours subject to the sunrise/sunset calendar following the guidelines set under the State of Florida Health Department and posted at the pool. Such hours are subject to change at the discretion of the District. No one is permitted in the pool at any other time unless a specific event is scheduled.
2. **Check-In.** Patrons with their Guests are required to check in at the reception desk, register their guests, pay any applicable fees and must remain with their guests for the duration of their visit. Before utilizing the pool, and, at the Amenity Management Team's discretion, may be required to wear a District-issued wristband to ensure that only authorized Patrons and their Guests are using the pool. Access to the pool is on a first-come, first-served basis and the District reserves the right to refuse entry if the pool is at capacity.
3. **Swim at Your Own Risk.** All persons using the pool do so at their own risk and must abide by all swimming pool rules and policies.
4. **Supervision of Children.** Children under sixteen (16) years of age must be accompanied by, and supervised by, an adult at least eighteen (18) years of age at all times for usage of the pool. All children 4 years of age or younger, as well as all children who are unable to swim by themselves, must be supervised by a responsible individual (eighteen (18) years of age or older) within arm's length at all times when on the pool deck or in the pool. All children, regardless of age, using inflatable armbands (i.e., water wings) or any approved Coast Guard flotation device MUST be supervised one-on-one by an adult who is in the water and within arm's length of the child.
5. **Small Children; Swim Diapers.** Children three (3) years and younger are restricted to the tot pool unless being held by an adult who is eighteen (18) years of age or older. Parents should take their children to the restroom before entering the pool and are responsible for ensuring that their children do not urinate or defecate in the pool. Swim diapers are required. Children who are not reliably toilet trained must wear rubber lined swim diapers and a swimsuit over the swim diaper. Diapers (cloth and disposable) are prohibited. If contamination occurs, the tot pool will be closed for twenty-four (24) hours and the water will be shocked with chlorine to kill the bacteria. Any individual responsible for contamination of the tot pool may be held responsible for any clean-up or decontamination expenses incurred by the District.
6. **Food and Drink.** Patrons will be permitted to bring their own snacks and water to the pool; however, no coolers are permitted. Additionally, no food or beverages are permitted in the pool or on the pool wet deck area, 4 feet from pool edge, and instead food and beverages are only allowed in designated areas. Possession of alcohol other than purchased through the Galley Café will result in immediate expulsion.

7. ***Glass Containers.*** Glass containers or breakable objects of any kind are not permitted in the pool area or locker rooms.
8. ***Aquatic Toys and Recreational Equipment.*** Pool toys and flotation devices are permitted in the pool under the direct supervision of an adult. Amenity Center staff has the right to deem certain toys and/or flotation devices inappropriate. Amenity Center staff reserves the right to prohibit use of any play equipment, especially during times of peak or scheduled activities or if the equipment provides a safety concern or nuisance to others as determined by Amenity Center staff. The following items are generally allowed: noodles, kick boards, water wings, soft foam balls, dive sticks, infant flotation devices equipped with leg holes. The following items are generally prohibited: large rafts and inflatable floats, inflatable or any other type not specified herein, boogie boards, hard toys, battery operated toys, any rings or flotation devices larger than 30 inches.
9. ***Skateboards, Etc.*** No bicycles, scooters, roller skates, roller blades or skateboards are permitted inside the clubhouse gates. A bike rack is provided near the pool gate in the parking lot area. Please be sure to secure and lock your belongs as the District is not responsible for lost or stolen items.
10. ***Prevention of Disease.*** All swimmers must shower before initially entering the pool. Persons with open cuts, wounds, sores or blisters, nasal or ear discharge may not use the pool. No person should use the pool with or suspected of having a communicable disease which could be transmitted through the use of the pool.
11. ***Attire.*** Proper swim attire must be worn at all times. Cutoffs, thongs, and overly revealing clothes that do not coincide with our family friendly environment are prohibited. Patrons and/or their Guests could be asked to leave the facility as deemed necessary by the Amenity Management Team.
12. ***Pets.*** Dogs or other pets (with the exception of “Service Animal’s” trained to do work or perform tasks for an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disabilities) are not permitted within any District-owned public accommodations including, but not limited to, Amenity buildings (offices, social halls, and fitness center), Pools, Tennis Courts, Basketball Courts, Playgrounds, Parking Lots, open spaces and other appurtenances or related improvements. A Service Animal must be kept under the control of its handler by leash or harness, unless doing so interferes with the Service Animal’s work or tasks or the individual’s disability prevents doing so. The District may remove the Service Animal under the following conditions: If the Service Animal is out of control and the handler does not take effective measures to control it; If the Service Animal is not housebroken; or, If the Service Animal’s behavior poses a direct threat to the health and safety of others. However, the District may ask whether an animal is a Service Animal required because of a disability and what work or tasks the animal has been trained to perform. Patrons and their Guests are responsible for picking up after all pets as a courtesy to others and in

accordance with the law. Service Animals are prohibited from entering the pool water.

13. **Horseplay.** No jumping, pushing, running, wrestling, excessive splashing, sitting or standing on shoulders, spitting water, or other horseplay is allowed in the pool or on the pool deck area. No hanging or jumping off the bridge as well as no sitting or hanging on the lap lanes at any time.
14. **Diving.** Diving is strictly prohibited at the pool. Back dives, back flips, back jumps or other dangerous actions are prohibited.
15. **Weather.** The pool and pool area will be closed during electrical storms or when rain makes it difficult to see any part of the pool or pool bottom clearly. The pool will be closed at the first sound of thunder or sighting of lightning and will remain closed for thirty (30) minutes after the last sighting. Everyone must leave the pool deck immediately upon hearing thunder or sighting lightning, or when instructed to do so by the staff.
16. **Reservation of Tables or Chairs.** Tables or chairs on the deck area may not be reserved by placing towels or personal belongings on them.
17. **Noise.** Radios, tape players, CD players, MP3 players, televisions and the like are not permitted unless they are personal units equipped with headphones.
18. **Entrances.** Pool entrances must be kept clear at all times.
19. **Railings.** No swinging on ladders, fences, lap lane ropes, safety lines, or railings is allowed.
20. **Pool Furniture.** Pool furniture is not to be removed from the pool area.
21. **Chemicals.** Chemicals used in the pool may affect certain hair or fabric colors. The District is not responsible for these effects.
22. **Pollution.** No one shall pollute the pool. Anyone who does pollute the pool is liable for any costs incurred in treating and reopening the pool.
23. **Swim Instruction.** Except as expressly authorized by the District, swim instruction, or solicitation of swim instruction, is prohibited.
24. **Restrooms / Locker Rooms.** Please use the restrooms adjacent to the resort pool, not the locker rooms. Children, ages seven and older, MUST use their gender appropriate changing room.
25. **Staff Only.** Only authorized staff members are allowed in the filter rooms, chemical storage rooms, first aid station and staff office area.
26. **Pool Closure.** In addition to Hillsborough County and the State of Florida Health Code Standards, and as noted above, the pool will be closed for the following reasons:
 - Operational and mechanical difficulties affecting pool water quality.
 - During severe weather conditions (heavy rain, lightning, and thunder) and warnings, especially when visibility to the pool bottom is compromised (deck also closed).
 - For thirty (30) minutes following the last occurrence of thunder or lightning (deck also closed).
 - For a period of time following any mishap that results in feces or vomit in the pool water.

- Any other reason deemed to be in the best interests of the District as determined by District staff.
27. **Private Parties.** Private parties cannot be accommodated.
 28. **Compliance with Adopted Pool Safety Plan.** The District has adopted a pool safety plan which has been approved by the Hillsborough County Department of Health (“Pool Safety Plan”). Patrons and Guests must not engage in behavior which violates the Pool Safety Plan.

Additional Usage Guidelines (Waterslide)

1. Use of the slide is only permitted when the slide is officially open.
2. Pregnant women and persons with heart conditions or back trouble should not ride the slide.
3. Only 1 person may slide down the waterslide at any given time.
4. Children may not stand or climb on the waterslide and must always ride down feet first.
5. Diving into/off of, kneeling, changing positions, slowing down, stopping, forming chains or sliding down head first is prohibited at all times.
6. No floats, rafts, balls, toys, jewelry, water wings, goggles, masks, safety floats and not approved swim attire of any kind are permitted on the waterslide.
7. Children less than forty (40) inches tall are not permitted to ride the slide.
8. Children more than forty (40) inches tall may ride the slide only if they demonstrate the ability to swim independently to the side of the pool after exiting.
9. Keep arms and hands inside the flume at all times.
10. The slide may only be used when it is attended at the top and bottom of the slide.
11. The water play feature is not monitored by lifeguards.
12. Parents and children are not permitted to catch children at the bottom of the slide.
13. Before sliding check that there is water in the flume. Riding a dry slide is strictly prohibited.
14. After your ride, leave the slide splash area IMMEDIATELY.
15. No pushing in line.
16. All waterslide riders shall obey lifeguard instructions, or may be restricted from use of the slide or pool facility.
17. Guidelines not followed after an initial warning will result in a loss of slide privileges for the remainder of the day, or other disciplinary action.

Additional Usage Guidelines (Lap Lane)

1. Lap lanes are to be used only by persons swimming laps or water walking.
2. Lap lane swimmers are encouraged to share the lane and circle swim.
3. Do not hang on the lane lines as they are not designed to support weight.
4. Backstroke flags will be available during the week only.

5. The District reserves the right to remove some lap lanes on weekends.

Additional Usage Guidelines (ADA Chair Lifts)

1. ADA chair lifts are for use by disabled Patrons and their Guests only. Users should consult with their physician to determine if water activities are appropriate.
2. Chair lifts are designed for self-use. The Amenity Management Team is not authorized to assist Patrons or their Guests with use beyond initial review of operating instructions.

LAGOON ROOM, ADMIRAL'S LOUNGE AND RELATED GATHERING AREAS

The facility contains common social areas that will be programmed at specific times of the day and will also be open for Patron use. The Lagoon Room is only available through registration.

Usage Guidelines

1. **Availability.** All areas, except for the Lagoon Room, are open for Patron utilization unless a structured program, event or exclusive rental is taking place.
2. **Rental of Lagoon Room.** The Lagoon Room is available for rental (see the section herein on rentals).
3. **Age Restriction.** No one under the age of sixteen (16) is allowed in these areas alone unless accompanied by an adult or has completed the teen tune-up program. Patrons are not permitted to "drop off" their children/grandchildren without specific supervision from an adult.

WIRELESS INTERNET ACCESS

Usage Guidelines

1. The District assumes no responsibility for any damages, direct or indirect, that may occur from the use of its electronic resources. Further, the District assumes no responsibility for accuracy, authority, objectivity, currency, or content of any Internet resource. Computer users peruse the Internet at their own risk, realizing the potential for accessing offensive, inaccurate or illegal information.
2. Use of the District's wireless internet access for purposes contrary to state or federal laws or in a manner that violates this policy will not be allowed and may result in the loss of privileges. Such violations may include, but are not limited to:

- a. Intentionally displaying, sending, or receiving inappropriate materials in either text or graphic format that may be reasonably construed as obscene, child pornography, or harmful to minors.
 - b. Propagating malicious software.
 - c. Unauthorized copying of copyrighted material.
 - d. Attempting to access unauthorized files or systems.
3. Parents/legal guardians are responsible for deciding which Internet resources are appropriate for their own children under age eighteen (18). Restriction of a child's access to the Internet is the responsibility of the parent/legal guardian. Guardians are advised to read and share with children under eighteen (18) the document published by the National Center for Missing and Exploited Children entitled Child Safety on the Information Superhighway.

BASKETBALL COURTS

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

Usage Guidelines

1. *Hours*: The Basketball Court Facilities are available for use by Patrons during normal operating hours which are 7am – 9pm. These facilities may not be rented, and work on a “first-come, first-served” basis, unless otherwise programmed by the District.
2. *Emergencies*: The Emergency Procedures set forth in this Handbook should be followed when any emergency occurs. Furthermore, all injuries should be reported to the Amenity Staff at (813) 649-1500.
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.
4. *Pickle Ball Court Reservations*: Pickle Ball Court usage schedules will be posted at the courts and are subject to change.
5. *General Policies*:
 - a. The Basketball Court Facilities are for the use of Patrons and their Guests and are for Basketball and Pickle Ball only. Pets, roller blades, bikes, skates, skateboards, scooters, and the use of sidewalk chalk are prohibited at the facility.
 - b. Beverages are permitted at the Basketball Court Facilities if contained in non-breakable containers with screw top or sealed lids. No glass containers are permitted on the basketball courts.
 - c. Alcoholic beverages and food are not permitted on Basketball Courts.
 - d. Anyone under the age of sixteen (16) is not allowed to use the Basketball Court Facilities unless they have been certified by Staff through the Teen Tune-Up Orientation Program. In that case anyone above the age of

twelve (12) may be permitted to use the Basketball Court Facilities. Otherwise, anyone under the age of sixteen (16) is not allowed to use the Basketball Court Facilities unless accompanied by an Adult Patron.

- e. The Basketball Courts are available on a first-come, first-served basis. It is recommended that persons desiring to use the Basketball Court check with the Amenity Staff to verify availability in case they are reserved for programs or closed for maintenance. Use of the Basketball Court is limited to one (1) hour when others are waiting.
- f. Proper etiquette shall be adhered to at all times. The use of profanity or disruptive behavior is prohibited.
- g. Persons using the Basketball Court Facilities must supply their own equipment.
- h. Basketball backboard height must stay at ten feet, unless children 9 and younger are using the court with adult supervision, in which case the basketball backboard height may be adjusted. If the height is adjusted, it must be returned to ten feet upon exiting the Basketball Court Facilities.
 - i. Youth Backboard Height Recommendations:
 - 1. Eight (8) foot goals are recommended for Ages five (5) to six (6).
 - 2. Nine (9) foot goals are recommended for Ages seven (7) to nine (9).
 - 3. Ten (10) foot goals are recommended for all other ages.

Usage of the Basketball Court Facilities by Guests is strictly prohibited, unless the Guest either (i) is accompanied by a Patron; or (ii) is carrying a Resident Guest Pass.

SAND VOLLEYBALL COURTS

Usage Guidelines

1. **First Come Basis.** The court is available for use by Patrons and their Guests only on a first-come, first-served basis and cannot be reserved unless it is for an approved, monitored community program or event.
2. **Adult Supervision.** No one under the age of sixteen (16) is allowed in the area alone unless accompanied by an adult. Patrons are not permitted to “drop off” their children/grandchildren without specific supervision from an adult. Patrons aged twelve (12) to fifteen (15) who have completed the Teen Tune-Up program may also use these athletic courts without adult supervision.
3. **Vehicles.** No bicycles, scooters, skateboards, or other equipment or vehicles with wheels are permitted.
4. **Food and Drinks.** Food and gum are not permitted on the courts. Drinks must be in a non-breakable spill-proof container.
5. **Destructive Use of Equipment Prohibited.** Hanging on the volleyball nets and destructive use of the equipment is prohibited.

6. **Equipment.** Patrons are responsible for bringing their own equipment. The staff may have some equipment available for sign out on a first-come, first-served basis.
7. **Wait Times.** Teams should limit use to one (1) hour when another group of Patrons is waiting. Winning teams are limited to a maximum of three (3) consecutive games.
8. **Sports Instruction.** Except as expressly authorized by the District, sports instruction for fees, or solicitation of sports instruction for fees, is prohibited.

TENNIS COURTS

Our community offers five (5) “hard-tru” championship tennis courts for informal use, lessons, and league play.

Usage Guidelines

1. **Reservations & Scheduling.**
 - a. Tennis courts may be reserved on a two (2) hour basis at the reception desk in person, by phone, or through our online court reservation system up to fourteen (14) days in advance.
 - b. Court reservations will be honored and enforced over unscheduled play with the exception of players who arrive more than twenty minutes late for their reservation.
 - c. Please check in ten minutes prior to play. Several courts may be unavailable due to cleaning or reservations.
 - d. A schedule of activities will be posted in each area and updated by the staff.
 - e. When other players are waiting, the tennis court use should be limited to one (1) hour.
2. **League Play.** Organized leagues must be approved through the Amenity Management Team. All teams should be comprised of Patrons and any persons paying the Tennis Annual User Fee.
3. **Access.** Patrons must have their Proximity Card to access the restrooms at the tennis pavilion. Patrons must obtain the program code to access the closet. The code is changed periodically, and available to you at the reception desk, upon presentation of a Proximity Card.
4. **Supervision of Children.** No one under the age of sixteen (16) is allowed in the area alone unless accompanied by an adult (eighteen (18) years and older). Patrons are not permitted to “drop off” their children/grandchildren without specific supervision from an adult. Patrons aged twelve (12) to fifteen (15) who have completed the **Teen Tune-Up** program may also use these athletic courts without adult supervision.
5. **Attire.** All players shall be dressed in appropriate attire, which includes: shirts, clay court tennis specific shoes, shorts or warm-up suits. These items must be worn at all times.

6. **Use Rules.** Tennis courts are for tennis only. The rules established by the United States Tennis Association (U.S.T.A.) will be strictly followed and adhered to by all players at all times.
7. **Pets.** Dogs or other pets (with the exception of “Service Animal’s” trained to do work or perform tasks for an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disabilities) are not permitted within any District-owned public accommodations including, but not limited to, Amenity buildings (offices, social halls, and fitness center), Pools, Tennis Courts, Basketball Courts, Playgrounds, Parking Lots, open spaces and other appurtenances or related improvements. A Service Animal must be kept under the control of its handler by leash or harness, unless doing so interferes with the Service Animal’s work or tasks or the individual’s disability prevents doing so. The District may remove the Service Animal under the following conditions: If the Service Animal is out of control and the handler does not take effective measures to control it; If the Service Animal is not housebroken; or, If the Service Animal’s behavior poses a direct threat to the health and safety of others. However, the District may ask whether an animal is a Service Animal required because of a disability and what work or tasks the animal has been trained to perform. Patrons and their Guests are responsible for picking up after all pets as a courtesy to others and in accordance with the law.
8. **Food and Drinks.** Food and gum are not permitted on the courts. Drinks must be in a non-breakable spill-proof container.
9. **Glass Containers.** No glass containers or breakable objects of any kind are permitted on the tennis courts.
10. **Operating Hours.** The tennis courts are open from 6:00 am to 10:00 pm only. No one is permitted on the tennis courts at any other time unless a specific event is scheduled.
11. **Court Lights.** Court lights controls are located in the combination controlled closet on MiraBay Boulevard and are labeled according to court number. Please allow up to five (5) minutes for lights to fully illuminate. After play, please turn off the lights prior to leaving the court area.
12. **Other Activities.** No bicycles, scooters, roller skates, roller blades or skateboards or other devices of similar use are permitted on the tennis courts. No other sports are permitted unless approved by the Amenity Management Team.
13. **Furniture.** No furniture, other than benches already provided, will be allowed on the playing surfaces.
14. **Equipment.** Patrons are responsible for bringing their own equipment.
15. **Tennis Instruction.** Except as expressly authorized by the District, tennis instruction for fees, or solicitation of tennis instruction for fees, is prohibited.
16. **Guests.** Patrons are permitted to bring a Non-Resident guest up to five (5) times; provided, however, that once such Non-Resident guest accesses the tennis courts more than five (5) times in any one (1) month, the Amenity

Management Team has the authority to require such Non-Resident guest shall pay a fee based on current market rates ,as determined by the Amenities Management Team.

Non-Resident Tennis Program

1. **Program.** The District oversees the Non-Resident Tennis Program, whereby the District, in exchange for the payment of fees, offers access to its tennis courts to Non-Residents, subject to the rules and policies of the District. As described herein and subject to the District’s rules and policies, the Non-Resident Tennis Program shall provide its participants with: access to the District’s tennis courts; opportunities to participate in free tennis socials, if any; and opportunities to participate in tennis clinics, if any, for the same rates paid by Residents. As set forth above, a member of the Non-Resident Tennis Program is referred to as “Non-Resident Tennis Patron.”
2. **Enrollment.** The District, in its discretion, currently offers enrollment in the Non-Resident Tennis Program to up to twenty (20) Non-Residents. The District reserves the right to offer enrollment to more than twenty (20) Non-Residents, however.
3. **Enrollment Packages.** The District shall offer to Non-Residents who are selected to enroll in the Non-Resident Tennis Program the opportunity to select either (i) a Six (6) Months Enrollment Package; or (ii) a Twelve (12) Month Enrollment Package. Non-Residents who purchase the Six (6) Month Enrollment Package shall be granted enrollment in the Non-Resident Tennis Program for a period of six (6) months, subject to the District’s rules and policies, beginning on the date of purchase and concluding six (6) months after such date. Non-Residents who purchase the Twelve (12) Month Enrollment Package shall be granted enrollment in the Non-Resident Tennis Program for a period of (12) months, subject to the District’s rules and policies, beginning on the date of purchase and concluding twelve (12) months after such date. A Non-Resident Tennis Patron’s enrollment package shall automatically renew at its conclusion if the Non-Resident Tennis Patron submits the enrollment payment for a renewed enrollment package to the District; provided, however, that District staff must receive such Payment at least fifteen (15) days in advance of the current enrollment package’s expiration date for the enrollment package to renew.
4. **Fees.** For those Non-Residents who are offered enrollment in the Non-Resident Tennis Program, there shall be an initiation fee of Zero Dollars and Zero Cents (\$0.00). Non-Residents who wish to purchase the Six (6) Month Enrollment Package shall pay a fee of Three Hundred Seventy-Five Dollars and No Cents (\$375.00), which may be adjusted up or down based on current market rates ,as determined by the Amenities Manager, and Non-Residents who wish to purchase the Twelve (12) Month Enrollment Package shall pay a fee of Seven Hundred Dollars and No Cents

(\$700.00), which may be adjusted up or down based on current market rates ,as determined by the Amenities Manager. Any Non-Resident who is selected by the District for enrollment in the Non-Resident Tennis Program must pay all applicable fees prior to beginning enrollment in the Non-Resident Tennis Program, and a Non-Resident's enrollment in the Non-Resident Tennis Program shall begin upon the District's receipt of such Non-Resident's payment of such fees. Failure of a Non-Resident to pay such applicable fees shall result in the District revoking that Non-Resident's opportunity for enrollment in the Non-Resident Tennis Program.

5. ***Tennis Orientation.*** After paying all applicable fees, each Non-Resident Tennis Patron must complete one (1) tennis orientation session with the District's tennis professional, at no cost to the Non-Resident Tennis Patron, in order to access and utilize the District's tennis courts pursuant to the Non-Resident Tennis Program. A Non-Resident Tennis Patron may access and/or utilize the District's tennis courts, consistent with the District's rules and policies, following the completion of such orientation session and the tennis professional's written acknowledgment that such Non-Resident Tennis Patron has completed the session. Any Non-Resident Tennis Patron who reapplies for enrollment and purchases an Enrollment Package after the expiration of his or her former Enrollment Package shall not be required to complete another tennis orientation session with the District's tennis professional for purposes of the Non-Resident Tennis Program.
6. ***Rules and Policies.*** By participating in the Non-Resident Tennis Program, each Non-Resident Tennis Patron assumes responsibility for familiarizing himself or herself with the District rules and policies, as set forth herein and elsewhere, and abiding by such rules and policies.
7. ***Access.*** To access any one of the District's tennis courts, Non-Resident Tennis Patrons must be issued a Non-Resident Proximity Card.
8. ***Reservations.*** Non-Resident Tennis Patrons may reserve a tennis court on a 1½ hour basis by phone up to two (2) days in advance of such reservation. Non-Resident Tennis Patrons are not permitted to reserve a tennis court in-person.
9. ***Requisite Age.*** Each Non-Resident Tennis Patron must be at least eighteen (18) years of age. The District shall not grant enrollment in the Non-Resident Tennis Program to any Non-Resident who is not at least eighteen (18) years of age.
10. ***No Guests.*** The Non-Resident Tennis Program's benefits, as described herein, are specific to only Non-Resident Tennis Patrons and may be enjoyed by only Non-Resident Tennis Patrons. Accordingly, Non-Resident Tennis Patrons are prohibited from inviting any person who is not authorized to use the District's tennis courts to such tennis courts for the purpose of having that person partake or participate in any of the Non-Resident Tennis Program's benefits.

- 11. Identification.** The District shall issue a Non-Resident Tennis Program card to each Non-Resident Tennis Patron, which shall identify that the card-carrying Non-Resident Tennis Patron is enrolled in the Non-Resident Tennis Program. Each Non-Resident Tennis Patron shall carry, or have immediate access to, his or her Non-Resident Tennis Program card when at the Amenities or other District facilities.
- 12. Interpretation.** These rules and policies for the Non-Resident Tennis Program shall be interpreted as consistent with, and shall be read together with, all other rules and policies for the District's tennis courts, as set forth herein. To the extent that there is any conflict between these rules and policies for the Non-Resident Tennis Program and other rules and/or policies for the District's tennis courts, these rules and policies shall control. In the event that the rules and policies for the Non-Resident Tennis Program are silent on a particular subject, the District's other rules and policies for its tennis courts shall govern.

PLAYGROUNDS AND PARKS

Usage Guidelines:

1. **Use at Own Risk.** Patrons and their Guests may use the playgrounds and parks at their own risk, and must comply with all posted signage.
2. **Hours of Operation.** Unless otherwise posted, all playground and park hours are from sunrise to sunset.
3. **Supervision of Children.** Adult supervision (eighteen (18) years and older) is required for children under the age of sixteen (16). Children must remain in the sight of parents/guardians. All children are expected to play cooperatively with other children.
4. **Shoes.** Proper footwear is required and no loose clothing especially with strings should be worn.
5. **Mulch.** The mulch material is necessary for reducing fall impact and for good drainage. It is not to be picked up, thrown, or kicked for any reason.
6. **Food & Drink.** No food, drinks or gum are permitted on the playground, but are permitted at the parks. Patrons and their Guests are responsible for clean-up of any food or drinks brought by them to the parks.
7. **Pets.** Dogs or other pets (with the exception of "Service Animal's" trained to do work or perform tasks for an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disabilities) are not permitted within any District-owned public accommodations including, but not limited to, Amenity buildings (offices, social halls, and fitness center), Pools, Tennis Courts, Basketball Courts, Playgrounds, Parking Lots, open spaces and other appurtenances or related

improvements. A Service Animal must be kept under the control of its handler by leash or harness, unless doing so interferes with the Service Animal's work or tasks or the individual's disability prevents doing so. The District may remove the Service Animal under the following conditions: If the Service Animal is out of control and the handler does not take effective measures to control it; If the Service Animal is not housebroken; or, If the Service Animal's behavior poses a direct threat to the health and safety of others. However, the District may ask whether an animal is a Service Animal required because of a disability and what work or tasks the animal has been trained to perform. Patrons and their Guests are responsible for picking up after all pets as a courtesy to others and in accordance with the law.

8. ***Glass Containers.*** No glass containers are permitted.
9. ***Equipment.*** No hard balls such as baseballs, golf balls, etc. are permitted.
10. ***No Jumping.*** No jumping off from any climbing bar or platform.
11. ***Playground Slides.*** Climb the ladder and go down the slide one at a time; go down in a sitting position, feet forward; wait until the person before you finishes the sliding first; slide inside the tunnel slide, do not climb on top; no clogging the tunnel slide; and no running or climbing up the slides.
12. ***Use of Grills and Tiki Hut.***
 - a. Use of Grills and Grill area are at your own risk.
 - b. Never leave hot grill unattended.
 - c. Do not place hot ashes or coals in trash receptacles.
 - d. Bag cold ashes before disposal.
 - e. Check the surrounding area for flammable debris.
 - f. Supervise children in grill area at all times.
 - g. Please clean grill and grill area after use.
 - h. Please be courteous with your time if others are waiting to use the grills.

THE OUTFITTERS

Usage Guidelines for Boat Lift / Boat Ramp

1. ***Use at Own Risk.*** Use of the livery boats and other equipment is at your own risk.
2. ***Toys / Vehicles.*** No toys, skates, or skateboards allowed.
3. ***Fishing.*** Subject to any other applicable requirements of governmental and other authorities, and without making any representations regarding the same, fishing is permitted from floating docks (but not from the Boat Lift) maintained by the District, with adult supervision.
4. ***Age Restrictions.*** No one under the age of sixteen (16) is allowed in the area alone unless accompanied by an adult (eighteen (18) years and older).

Patrons are not permitted to “drop off” their children / grandchildren without specific supervision from an adult. Minimum age for boat livery is sixteen (16) years. Each boat must have at least one (1) occupant sixteen (16) years or older.

5. **Swimming.** Swimming is prohibited in all ponds, lagoons, or from shoreline of water bodies maintained by the District unless otherwise posted.
6. **Reckless Behavior.** Reckless behavior, profanity, horseplay, and intentionally causing boats to collide or capsize are prohibited. Conduct that may endanger the welfare of any person or the environment is prohibited.
7. **Loading & Unloading.** Livery Boats must load or unload passengers in designated areas.
8. **Personal Flotation Devices.** All occupants of livery canoes, kayaks and sunfish must wear a Coast Guard approved Class I, II, or III Personal Flotation Device (“PFD”). All children less than fifty (50) pounds in weight must wear a PFD at all times when in a liveried boat.
9. **Maximum Number of People.** Exceeding the maximum number of people allowed in canoes, kayaks and sunfish is prohibited.
10. **Pets.** Pets are not permitted in livery boats unless participating in an approved program or event.
11. **Storms / Fishing.** Fishing docks are closed in the event of electrical storms and must be vacated immediately.
12. **Boating / Fishing Laws.** All state boating and fishing laws apply, and each Patron and Guest is responsible for being knowledgeable about those laws and shall comply with the same. Additionally, all Patrons and Guests must comply with restrictions posted at the individual marinas. Further, the District does not presently own the canals and, accordingly, additional restrictions on boating and/or fishing may apply in these areas.

Additional Usage Guidelines (Boat Ramp Access)

The Boat Ramp is NOT to be utilized as a “day ramp.” As per the permit requirements, the Boat Ramp is for the exclusive use of registered boats. It is to be used for emergency, maintenance and delivery purposes only.

1. **Hours.** Hours of Operation (unless otherwise posted) are from 9:00a.m.to 5:00p.m.
2. **Appointments.** When expecting to use the Boat Ramp, please make an appointment with the reception desk ahead of time.
3. **Keys.** Obtain a key from the reception desk and leave a Proximity Card.
4. **Procedure.** At the boat ramp, do the following in order to access the ramp:
 - a. Open the chain
 - b. Put in or take out craft

- c. Secure craft to dock or on trailer and immediately return key. **DO NOT LEAVE WITH KEY.**

ADMIRAL POINTE CLUBHOUSE

Usage Guidelines

1. **Availability.** All areas are open for Patron utilization unless a structured program, event or exclusive rental is taking place.
2. **Rental of Common Area.** The clubhouse's common area is available for rental (see the section herein on rentals).
3. **Age Restriction.** No one under the age of sixteen (16) is allowed in these areas alone unless accompanied by an individual eighteen (18) years of age or older. Patrons are not permitted to "drop off" their children/grandchildren without specific supervision from an adult.

POND AREAS

The following additional guidelines apply:

1. **Privacy.** Please be respectful of the privacy of the residents living near the ponds.
2. **Age Restrictions.** Children under the age of sixteen (16) must be accompanied by an individual eighteen (18) years of age or older when fishing.
3. **Parking.** Parking along the right-of-way or on any grassed area near the ponds is prohibited. It is recommended that residents wishing to fish, walk or ride bicycles to the ponds.
4. **Equipment.** Do not leave fishing poles, lines, equipment or bait unattended.
5. **Litter.** Do not leave any litter. Fishing line is hazardous to wildlife.
6. **Wildlife.** Do not feed the wildlife anything, ever.
7. **Catch & Release.** Fish caught from the lakes may not be edible since the lakes are designed to detain pollutants. Catch and release is required, and removal of hooks and lures from fish should be performed in a manner that gives the fish the best chance of survival.
8. **Prohibition on Dangerous Equipment; No Cast Netting.** Spear fishing, or the use of spear guns, bows and arrows and firearms (to the extent of the prohibitions allowed by law), are not permitted as acceptable methods of fishing. Cast netting, and the use of traps, are also prohibited.
9. **No Swimming.** Swimming is prohibited in all ponds on District property.
10. **No Boating.** No watercrafts of any kind are allowed in any of the ponds on District property.

11. **Licensing Requirements.** Licensing requirements from other governmental agencies may apply, and it is the responsibility of Patrons and Guests to ensure that they have met all legal requirements to fish.
12. **Stormwater Management System.** The ponds owned by the District are part of the District's stormwater management system. Consistent with the District's existing "Natural Areas Policy," maintenance of the system, disposal of personal property within the system, and other similar activities are strictly prohibited, except by authorized representatives of the District. Please contact the District's Manager in the event that you witness any event in violation of these policies or requiring the District's attention.

FACILITY RENTAL POLICIES

The following policies apply to the rental of these Amenities:

1. **Rentals; Patrons Only.** Patrons must reserve the Lagoon Room, the Small Meeting Room, and the Admiral Pointe Clubhouse in order to use those areas on an exclusive basis, and must reserve the Playground(s) and Tot Lots / Promenade for any organized party or event and in order to use those areas on a non-exclusive basis. Unless otherwise directed by the District, only Patrons may reserve the Amenities for parties and events. All rentals are subject to availability and the discretion of the Amenity Manager. Please contact the Amenity Management Team in order to determine availability of the Amenities for any particular reservation.
2. **Amenities Available for Rental:** The following Amenities are available for rental: Lagoon Room, the Small Meeting Room, and the Admiral Pointe Clubhouse, as well as Playground(s) and Tot Lots, and Promenade.
3. **Payment & Registration.** Patrons interested in a rental of facilities may pick up the applicable packet from the Amenity Manager. At the time the reservation is made, two checks or money orders (no cash), one for the deposit and one for the room rental, both made out to the District must be delivered to the Amenity Management Team along with completed paperwork and insurance certificate. Each Patron renting the Amenities must sign and execute a Rental Agreement acceptable to the District. Regardless of whether the Rental Agreement is executed, the Patron is bound by the Rental Agreement, which is incorporated herein by this reference.
4. **Rates and Deposits.** The rental rates and deposits for use of the Amenities are as set forth in the District's rules. The deposit will secure the rental time, location and date. To receive the full refund of the deposit within ten (10) days after the party, the renter must:
 - i. Remove all garbage, place in dumpster and replace garbage liners;
 - ii. Take down all decorations or event displays; and
 - iii. Otherwise clean the rented Amenities and restore them to their pre-rented condition, and to the satisfaction of the District.

The District may retain all or part of any deposit if the District determines, in its sole discretion, that it is necessary to repair any damages (including any clean-up costs) arising from the rental.

5. **Food & Drinks.** The Patron may bring in his or her own food and non-alcoholic beverages. If the Patron desires to have alcohol available at the event, the Patron must notify the Amenity Management Team in advance, and the Amenity Management Team may make arrangements to provide such beverages. Alcohol must be purchased from the MiraBay Clubhouse and all other alcohol is prohibited.
6. **Computation of Rental Time.** The rental time period is inclusive of set-up and clean-up time.
7. **Duration of Events.** Unless otherwise authorized by the District, each rental shall be for a minimum of two (2) hours, but no more than four (4) hours, and no after-hours events shall extend past midnight.
8. **Available Hours.** The Amenities may be rented for parties and events during normal operating hours. Additionally, the clubhouse may be rented after hours and until midnight. All parties and events, including clean-up, at the clubhouse must conclude by midnight.
9. **Capacity.** The clubhouse capacity limit shall not be exceeded at any time for a party or event.
10. **Noise.** The volume of live or recorded music must not violate applicable County noise ordinances, or unreasonably interfere with residents' enjoyment of their homes.
11. **Insurance.** Additional liability insurance coverage may be required for all events that are approved to serve alcoholic beverages, or for other events that the District determines in its sole discretion should require additional liability insurance. The District is to be named on these policies as an additional insured party.
12. **Cancellation.** If the renter wishes to cancel a reservation, the cancellation must be communicated to the Amenity Management Team no later than thirty (30) days prior to the scheduled event to receive one hundred percent (100%) of the rental fee and deposit. If the event is cancelled less than thirty (30) days prior to the event one hundred percent (100%) of the security deposit and zero percent (0%) of the rental fee will be returned.

PROPERTY DAMAGE

Each Patron shall be liable for any property damage at the Amenities caused by him or her, his or her Guests, or members of his or her Family. The District reserves the right to pursue any and all legal and equitable measures necessary to remedy any losses due to property damage.

Each Patron and their Guest, as a condition of invitation to the premises of the Amenities, assumes sole responsibility for his or her property. The District shall not be responsible for the loss or damage to any private property used or stored on the premises of the Amenities, whether in lockers or elsewhere.

EMERGENCY PROCEDURES

In the event of an emergency, please dial 911, and call the clubhouse at (813) 649-1500 follow the prompts for emergency assistance, and the District Manager at (321) 263-0132 ext. 4205. The facilities are equipped with emergency phones, a first aid kits and an AED units in their designated location.

DISCIPLINARY RULE

Please be aware that staff must protect the rights and privileges of rule-abiding Patrons, and that inappropriate behavior will not be accepted. All Patrons and their Guests are responsible for compliance with the Amenities Rules established for the safe operations of the Amenities. A copy of the District's Amenities Disciplinary Rule is included as Part 3 of this Amenities Rules Handbook.

USE AT OWN RISK; INDEMNIFICATION

Any Patron, Guest, or other person who participates in the Activities (as defined below), shall do so at his or her own risk, and shall indemnify, defend, release, hold harmless, and forever discharge the District and its contractors, and the present, former, and future supervisors, staff, officers, employees, representatives, agents, and contractors of each (together, "Indemnitees"), for any and all liability, claims, lawsuits, actions, suits or demands, whether known or unknown, in law or equity, by any individual of any age, or any corporation or other entity, for any and all loss, injury, damage, theft, real or personal property damage, expenses (including attorney's fees, costs and other expenses for investigation and defense and in connection with, among other proceedings, alternative dispute resolution, trial court, and appellate proceedings), and harm of any kind or nature arising out of, or in connection with, the participation in the Activities, by said Patron, Guest, or other person, and any of his or her Guests and any members of his or her Family.

Should any Patron, Guest, or other person, bring suit against the Indemnitees in connection with the Activities or relating in any way to the Amenities, and fail to obtain judgment therein against the Indemnitees, said Patron, Guest, or other person shall be liable to the District for all attorney's fees, costs, and other expenses for investigation and defense and in connection with, among other proceedings, alternative dispute resolution, trial court, and appellate proceedings.

The waiver of liability contained herein does not apply to any act of intentional, willful or wanton misconduct by the Indemnitees.

For purposes of this section, the term "Activities," shall mean the use of or acceptance of the use of the Amenities, or engagement in any contest, game, function, exercise, competition, sport, event, or other activity operated, organized,

arranged or sponsored by the District, its contractors or third parties authorized by the District.

SOVEREIGN IMMUNITY

Nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, F.S., or other statutes or law.

SEVERABILITY

The invalidity or unenforceability of any one or more provisions of these policies shall not affect the validity or enforceability of the remaining provisions, or any part of the policies not held to be invalid or unenforceable.

AMENDMENTS / WAIVERS

The Board in its sole discretion may amend these Amenities Rules from time to time. The Board by vote at a public meeting, or the District Manager, and/or Amenity Manager, may elect in its/their sole discretion at any time to grant waivers to any of the provisions of these Amenities Rules, provided however that the Board is informed within a reasonable time of any such waivers.

OTHER RULES AND POLICIES

The District also has adopted other rules and policies governing the use of District property, including the Amenities. Please contact the District Manager for copies of all such rules and policies.

[Remainder of page intentionally left blank]

PART 2: Harbor Bay Community Development District
Rule for Amenities Rates

Law Implemented: ss. 190.011, 190.035, Fla. Stat. (2016)

Effective Date: December 14, 2017

In accordance with Chapters 190 and 120 of the Florida Statutes, and on December 14, 2017 at a duly noticed public meeting and after a duly noticed public hearing, the Board of Supervisors of the Harbor Bay Community Development District adopted the following rules to govern rates for the District’s Amenities. All prior rules of the District governing this subject matter are hereby rescinded.

1. **Introduction.** This rule addresses various rates, fees and charges associated with the Amenities owned and managed by the Harbor Bay Community Development District. All capitalized terms not otherwise defined herein have the definitions ascribed to them in the District’s Amenities Operating Rules.

2. **Annual User Fee.** Any Non-Resident that pays an Annual User Fee shall be entitled to all rights and obligations of residents with respect to the use of the Amenities. The Annual User Fee is equal to the average annual operation and maintenance assessment and debt assessment as established by the District in connection with the adoption of the District’s annual fiscal year budgets, plus a fifteen percent (15%) surcharge, which amount may be increased or decreased based upon the prevailing market rates. The fee is to be paid for a single year from the date of issuance, and is payable in advance in one lump sum payment.

3. **Rental Rates.** Any Patron wishing to rent the following portions of the Amenities must pay the appropriate fee and submit a security deposit in the amounts set forth below:

Area / Service	Fee	Deposit
Lagoon Room	<ul style="list-style-type: none"> • \$50 to \$200 / hour, as established at the discretion of the Amenity Management Team • An additional \$50 to \$150 / hour fee will be charged for each hour used after the club’s normal operating hours. 	\$300 to \$500
Small Meeting Room	<ul style="list-style-type: none"> • \$100 to \$250 per event, as established at the discretion of the Amenity Management Team 	\$100 to \$200
Admiral Pointe Clubhouse	<ul style="list-style-type: none"> • \$25 to \$200 / hour, as established at the discretion of the Amenity Management. • An additional \$25 to \$200 / hour fee will be charged for each hour used after the club’s normal operation hours. 	\$250 to \$450

Playground(s) & Tot Lots / Promenade	• FREE (subject to availability and Amenity Management Team's discretion, on a non-exclusive basis)	N/A
--------------------------------------	-----------------------------------------------------------------------------------------------------	-----

4. **Proximity Card & Registration Fees**

Item	Fee (as established at the discretion of the Amenity Management Team)
Patron Proximity Card	No Charge (up to 2 cards per house hold)
Renters Fee (doesn't apply to Non-Residents who directly paid their Annual User Fee and may be renters of property outside the District)	\$10.00 to \$25.00 per card
Replacement Proximity Card	\$10.00 to \$25.00 per card
Caregiver Registration Fee	\$10.00 to \$20.00 per card
Insufficient Funds Fee	\$25.00 to \$50.00 per card

5. **Vehicle Credentials**

Item	Fee (as established at the discretion of the Amenity Management Team)
Patron Vehicle Barcode and/or Wand	No charge for the first two (2) vehicle credentials; provided, however, that any additional vehicle credential shall be issued at a fee of \$15.00 to \$30.00 each.
Renters Fee Vehicle Barcode and/or Wand	\$15.00 to \$30.00 each.
Replacement Credentials Vehicle Barcode and/or Wand	For any vehicle credential that is replaced for any purpose other than a malfunction not caused by the Patron or other user, as determined by the Amenity Management Team, there shall be a fee of \$15.00 to \$30.00 each; provided however that there shall be no fee for replacement of a vehicle credential malfunctioning through

	no fault of the Patron or other user as determined by the Amenity Management Team.
--	------------------------------------------------------------------------------------

6. **Resident Programs, Activities, Services and Goods Fees.** A wide variety of programs, activities, services and goods are offered by the District. The fees for these will be based on market rates as determined by the Amenities Manager.

7. **Non-Resident Programs, Activities, Services and Goods Fees.** As set forth in more detail in the District’s Amenities Rules, and as a general rule, only Patrons and Guests are authorized to use the District’s Amenities and enroll in community programming. That said, where authorized by the District, Non-Residents may attend certain events or programs and purchase goods and services of the District. Non-Residents participating in a program will pay the price of the program plus an additional fifteen percent (15%), which amount may be increased or decreased based upon the prevailing market rates; provided, however, that they will not be required to pay the Annual User Fee. Non-Residents will pay for events, goods and services at the same prices as Patrons.

8. **Special Provisions for Rental Events.** The District may in its sole discretion require additional staffing, insurance, cleaning, or other service for any given event, and, if so, may charge an additional fee for the event equal to the cost of such staffing, insurance, cleaning, or service plus up to an additional fifteen percent (15%), which amount may be increased or decreased based upon the prevailing market rates. Unless identified herein, no other amenities or facilities of the District may be rented.

9. **Rental by Approved Recreational Clubs and Homeowner’s Associations.** The District’s Board has determined that the purpose of the Amenities is to provide a facility for recreational activities and, in furtherance of that stated purpose, desires to offer free rental of the Lagoon Room and Small Meeting Room to recreational clubs comprised of Patrons and approved by the District. Such approved clubs may be allowed to reserve the Lagoon Room and Small Meeting Room at no charge up to once per month (as space permits, and in the sole discretion of the Amenities Manager) and up to twelve (12) months in advance. Similarly, homeowner’s associations serving the community within the District may be allowed to reserve the Lagoon Room and Small Meeting Room at no charge up to once per month (as space permits, and in the sole discretion of the Amenities Manager) and up to 12 months in advance. Table set up and break down are the Patron clubs responsibility. Food, beverage, Bartender or additional staff services will result in an additional charge of \$10-\$35 per hour as determined by the Amenity Management Team.

10. **Non-Resident Tennis Program Fees and Rates.** The amount of the fees and rates for the Non-Resident Tennis Program shall be based on market rates for comparable tennis programs. Accordingly, the District reserves the right to amend the fees and rates for the Non-Resident Tennis Program from time to time to ensure that such

fees and rates are consistent with market rates, provided that any amendment shall be made in accordance with all applicable laws, rules, regulations, and the District’s rules and policies. The following fees and rates shall apply to the Non-Resident Tennis Program:

Type of Fee/Rate	Amount (as established at the discretion of the Amenity Management Team)
Initiation Fee	\$0.00
Six Months Enrollment Package	\$375.00 to \$500.00
Twelve Months Enrollment Package	\$700.00 to \$825.00

11. **Adjustment of Rates.** The Amenities Management Team has authority to establish fees within the ranges set forth herein. Further, the Board may adjust by resolution adopted at a duly noticed public meeting any of the fees set forth herein by not more than ten percent (10%) per year to reflect actual costs of operation of the amenities, to promote use of the amenities, or for any other purpose as determined by the Board to be in the best interests of the District. The Board may also in its discretion authorize discounts.

12. **Prior Rules.** Any prior rules setting amenities rates are hereby rescinded to the extent such rules are in conflict with the rules set forth herein.

13. **Severability.** The invalidity or unenforceability of any one or more provisions of this rule shall not affect the validity or enforceability of the remaining portions of this rule, or any part of this rule not held to be invalid or unenforceable.

[Remainder of page intentionally left blank]

PART 3: Harbor Bay Community Development District
Disciplinary & Enforcement Rule

Law Implemented: ss. 120.69, 190.011, 190.012, Fla. Stat. (2016)
Effective Date: _____

In accordance with Chapters 190 and 120 of the Florida Statutes, and on [_____, 2020] at a duly noticed public meeting and after a duly noticed public hearing, the Board of Supervisors of the Harbor Bay Community Development District adopted the following rules / policies to govern disciplinary and enforcement matters. All prior rules / policies of the District governing this subject matter are hereby rescinded.

1. **Introduction.** This Rule addresses disciplinary and enforcement matters relating to the use of the Amenities and other properties owned and managed by the District. All capitalized terms not otherwise defined herein have the definitions ascribed to them in the District’s Amenities Operating Rules.

2. **General Rule.** All persons using the Amenities and entering District properties are responsible for compliance with, and shall comply with, the Amenities Rules established for the safe operations of the District’s Amenities.

3. **Offenses.** The District, through its Board, District Manager, and Amenities Management Team, shall have the right to take Enforcement Action, as defined below, against any person when such person commits any of the following prohibited actions (“**Offenses**” and, individually, “**Offense**”):

- a. Submits false information on any application for use of the Amenities;
- b. Permits the unauthorized use of a Proximity Card;
- c. Exhibits unsatisfactory behavior, deportment or appearance;
- d. Fails to pay amounts owed to the District in a proper and timely manner;
- e. Fails to abide by any District rules or policies (e.g., Amenity Rules Handbook);
- f. Treats the District’s supervisors, staff, amenities management, contractors or other representatives, or other residents or guests, in an unreasonable or abusive manner;
- g. Damages or destroys District property; or
- h. Engages in conduct that is improper or likely to endanger the health, safety, or welfare of the District, or its supervisors, staff, amenities management, contractors or other representatives, or other residents or Guests.

4. **Enforcement Action.**
- a. The District, through its Board, District Manager, and Amenities Management Team may take certain action to limit a person's ability to use the Amenities when such person has committed an Offense ("**Enforcement Action**"). The District, through its Board, District Manager, and Amenities Management Team, may take the following Enforcement Actions against any person who commits an Offense:
- i. Upon the first Offense: issue a verbal warning to such offender. The warning shall be recorded by the District Manager or Amenities Management Team, signed by the individual offender, and held on file with the District.
 - ii. Upon the second Offense: issue a written warning to such offender. The warning shall be recorded by the District Manager or Amenities Management Team, signed by the individual offender, and filed with the District.
 - iii. Upon the third Offense: restrict such offender's access to and use of the Amenities for one (1) day. The District Manager or Amenities Management Team shall promptly prepare a written report, which shall be signed by the offender and filed with the District.
 - iv. Upon the fourth Offense: suspend such offender's access to and use of the Amenities for one (1) week. The District Manager or Amenities Management Team shall promptly prepare a written report, which shall be signed by the offender and filed with the District.
 - v. Upon the fifth Offense: suspend such offender's access to and use of the Amenities for one (1) month. The District Manager or Amenities Management Team shall promptly prepare a written report, which shall be signed by the offender and filed with the District. Such suspension shall be considered at the next regular meeting of the Board of the Supervisors, at which time the record of all previous offenses will be presented to the Board for a recommendation of the suspension of the offender's Amenities privileges for one (1) month. The suspension will be effective and begin upon the Board's issuance of a suspension recommendation at such meeting.
 - vi. Upon the sixth Offense: terminate such offender's Amenities privileges for up to one (1) year. The District Manager or Amenities Management Team shall promptly prepare a written report, which shall be signed by the offender and filed with the District. Such termination shall be considered at the next regular meeting of the Board of the Supervisors, at which time the record of all previous offenses will be presented to the Board for a recommendation of the termination of the offender's privileges for up to one (1) year. The termination

will be effective and begin upon the Board's issuance of a termination recommendation at such meeting.

- b. The District is not required to follow the process set forth in this section and the District, through its Board, District Manager, and Amenities Management Team, may in its discretion elect to select an Enforcement Action that it considers appropriate based on the nature of the Offense.
- c. Notwithstanding the foregoing, any refusal of an offender to sign a warning or written report shall not invalidate or otherwise undermine the accompanying Enforcement Action.

5. **Authority of Amenities Management Team.** Notwithstanding anything herein, the Amenities Management Team or his or her designee has the ability to remove any person from one or all Amenities if such person commits an Offense. The Amenities Management Team or his or her designee may at any time restrict or suspend for cause, with such cause including without limitation when a person commits an Offense, such person's privileges to use any or all of the Amenities until the next scheduled CDD Meeting.

6. **Authority of District Manager.** Notwithstanding anything herein, the District Manager may at any time restrict, suspend, or terminate for cause, with such cause including without limitation when a person commits an Offense, such person's privileges to use any or all of the Amenities until the next scheduled CDD Meeting.

7. **Enforcement of Penalties/Fines.** For any of the Offenses set forth in Section 3 above, the District shall additionally have the right to impose a fine of up to One Thousand Dollars and No Cents (\$1,000.00) and collect such fine and attorney's fees as a contractual lien or as otherwise provided pursuant to Florida law.

8. **Legal Action; Criminal Prosecution.** If any person is found to have committed any of the Offenses in Section 3 above, such person may additionally be subject to arrest for trespassing or other legal action, as applicable, whether civil or criminal in nature.

9. **Appeals.** Any Patron or Guest who has his or her Amenities privileges restricted for at least one (1) week, suspended for at least one (1) week, or terminated in accordance with this Rule may appeal such restriction, suspension, or termination to the Board of Supervisors for reversal or reduction at the next regular meeting of the Board of Supervisors. The Board's decision on appeal shall be final.

10. **Severability.** If any section, paragraph, clause or provision of this rule shall be held to be invalid or ineffective for any reason, the remainder of this rule shall continue in full force and effect, it being expressly hereby found and declared that the remainder of this rule would have been adopted despite the invalidity or ineffectiveness of such section, paragraph, clause or provision