

BEACH COMMUNITY DEVELOPMENT DISTRICT

Comprehensive Amenity Facility Policies

Removes and replaces all previous policies and enforcement practices.

Effective Date	August 01, 2026
Document Version	Comprehensive Amenity Facility Policies – Version 202608
Board Approval	July 20, 2026
District Manager	Vesta District Services

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I. DEFINITIONS AND GENERAL PROVISIONS

DEFINITIONS

"Amenity Facility" – shall mean the properties and areas owned by the District, intended for recreational use and available for rent in certain circumstances, including, but not specifically limited to, the pools, tennis and basketball courts, playground, fitness center, group fitness room, banquet event hall and large event lawn, together with its appurtenant facilities and areas.

"Amenity Facility Policies" or "Policies" – shall mean these Comprehensive Amenity Facility Policies of Beach Community Development District, as amended from time to time.

"Basketball Facilities" – shall mean the basketball court that is a part of the District's Amenity Facility.

"Board of Supervisors" or "Board" – shall mean the Beach Community Development District's Board of Supervisors.

"Community Club" – shall mean a group of two (2) or more self-organized Residents, Renters and/or Non-Resident Members with a common hobby or recreational, social, service and/or cultural interest that has applied for and received such designation from the District's Board.

"Credit Card Convenience Fee" – shall mean a 3% fee added to any and all fees or rates adopted by the District to be paid by any Patron seeking to pay such fee or rate with a credit card.

"District" – shall mean the Beach Community Development District.

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

"Facility / Amenity Manager" – shall mean the management company, including its employees, staff and agents, contracted by the District to manage the Amenity Facility.

"Fitness Center" – shall mean the fully equipped fitness facility including cardiovascular equipment, strength training equipment, free weights, and associated wellness amenities.

"Group Fitness Room" – shall mean the dedicated studio space for fitness classes, yoga, pilates, and other group wellness activities.

"Guest" – shall mean any individual who is 4 years of age or over and is invited to use the Amenity Facility. Guests must be accompanied to use the Amenity Facility by a Resident, Non-Resident Member, or Renter. Refer to the maximum number of guests allowed per Amenity for maximum number of guests allowed on any given day.

"Homeowners Association" – shall mean the Tamaya Residential Homeowners' Association, Inc.

"Identification" – shall mean an acceptable photo identification card, which indicates a birthdate and an address. A valid student identification card may be used for a person under 18 years of age. The card may be on an electronic device, such as a picture on phone, but must be available upon request by the Amenity Manager / Facility Manager.

"Instructor" or "Trainer" – shall mean any person providing instruction or training to a non-family member, or more than one household, regardless of payment for such services. This term does not apply to the instruction or training of any person, or group of people, lasting less than ten minutes during a forty-eight (48) hour period of time.

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

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

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

"Patron(s)" – shall mean Residents, Non-Resident Members, and Renters who are eighteen (18) years of age and older.

"Pool Complex" – shall mean the resort-style swimming pool complex including the main pool, lap pool, waterslide, spa, and associated deck areas.

"Renter" – shall mean any tenant residing in a Resident's home pursuant to a valid rental or lease agreement, or any person who rents certain portions or spaces of the Amenity Facility for specified events pursuant to the approval of the District staff.

"Resident" – shall mean any person, spouse or registered domestic partner of a person or family owning property within the Beach Community Development District.

"Swimming Pools and Waterslide" – shall mean the swimming pools and the waterslide that are part of the District's pool complex.

"Tamaya Hall" – shall mean the premier event facility available for private rentals and community programming.

"Tennis Facilities" – shall mean those tennis courts that are a part of the District's Amenity Facility.

IDENTIFICATION AND ACCESS CARDS

- 1. Access Card Issuance:** Two (2) access cards will be issued to each household. There is a charge to replace a lost or stolen card as determined by the Board of Supervisors.
- 2. Liability Waiver Requirement:** A Patron will be required to sign a waiver of liability before using the District amenities and will be held responsible for any loss or damage if the waiver is not signed before use of the amenities. Each Patron assumes sole responsibility for his or her property.
- 3. Identification Verification:** Patrons shall be required to present Identification and Access cards upon request by staff at the Amenity Facility. This requirement ensures proper facility usage and maintains security standards.
- 4. Card Security:** All lost or stolen Access cards must be reported immediately to the Amenity Manager's office. A fee will be assessed for any replacement cards as set forth herein. Any damage to District property as a result of a stolen or lost card may be the responsibility of the Resident, if not reported to the Amenity Manager's office within 24 hours of the loss being discovered.

NON-RESIDENT ANNUAL USER FEE

The Non-Resident Annual User Fee for any person not owning or renting real property within the District is \$3,500, and this fee shall include privileges for up to 2 adults and anyone under the age of 18 residing in the household. This payment must be paid in full at the time of completion of the Non-Resident application and the corresponding agreement.

This fee will cover membership to the Amenity Facility for one (1) fiscal year, October 1st through September 30th of following year, prorated if applicable. Each subsequent annual membership fee shall be paid in full by October 1st. Such fee may be increased by action of the Board of Supervisors. This membership is not available for commercial purposes.

HOMEOWNERS ASSOCIATION USE OF FACILITIES

- 1. Fee Waiver:** Each Homeowners Association within the Beach CDD may use the Amenity Facility without being required to pay an Annual User Fee and/or a room rental fee. The District may limit or terminate a Homeowners Association's use of the Amenity Facility at any time.
- 2. Damage Responsibility:** Any Homeowners Association that uses the Amenity Facility shall be responsible for the cost of cleaning and/or repairing any damage to the Amenity Facility occurring during Homeowners' Association events.

COMMUNITY CLUB USE OF FACILITIES

- 1. Approval Process:** Each Community Club must fill out a form for approval to be considered as a club before they can use the Amenity Facility. Once approved, the Community Club may use the Amenity Facility for a function without being required to pay an Annual User Fee and/or a room rental fee. However, the District may limit or terminate a Community Club's use of the Amenity Facility at any time, including but not limited to circumstances in which the Community Club proposes to host an event or function in which the primary attendance at such event or function is not Residents, Renters and/or Non-Resident Members.
- 2. Damage Responsibility:** Any Community Club that uses the Amenity Facility shall be responsible for the cost of cleaning and/or repairing any damage to the Amenity Facility occurring during the Community Club's events.
- 3. Status Revocation:** The Board may revoke an organization's status under these policies as a Community Club at any time.

GUEST POLICIES

- 1. Guest Responsibility:** Residents, Non-Resident Members, and Renters are responsible for all actions taken by their Guest. Violation by a Guest of any of these Policies as set forth by the District could result in loss of the privileges and/or membership of that Resident, Non-Resident Member or Renter. Guests using any amenities must be accompanied by a Patron at all times.
- 2. Age Restrictions:** Residents, Non-Resident Members, or Renters under the age of 18 may not invite guests to use the amenity facilities.
- 3. Instruction Prohibition:** Guests are not allowed to receive training/instruction for any amenities within the District.

RENTER'S PRIVILEGES

- 1. Designation Rights:** Residents who rent or lease out their residential unit(s) in the District shall have the right to designate the Renter of their residential unit(s) as the beneficial users of the Resident's membership privileges for purposes of Amenity Facility use.
- 2. Equal Rights:** A Renter who is designated as the beneficial user of the Resident's membership shall be entitled to the same rights and privileges to use the Amenity Facility as the Resident. Renter's privileges shall only be in effect for the duration of the Rental Agreement for the residential unit.
- 3. Mutual Exclusivity:** During the period when a Renter is designated as the beneficial user of the membership, the Resident shall not be entitled to use the Amenity Facility with respect to that membership.
- 4. Financial Responsibility:** Residents shall be responsible for all charges incurred by their Renters which remain unpaid after the customary billing and collection procedure established by the District. Residents are responsible for the department of their respective Renter.

5. Policy Compliance: Renters shall be subject to rules and regulations as the Board may adopt from time to time.

INSTRUCTOR / TRAINER POLICIES

Application and Approval Process

- a. Instructor Approval:** An Instructor / Trainer must be approved by the Amenity Manager. A list of approved Instructors will be kept in the Amenity Manager's office and will be posted on the District website. Instructors must re-apply annually.
- b. Definition of Instruction:** Instruction means any activity where one person provides targeted guidance, feedback, demonstrations, or structured practice to another person for the purpose of improving their skills. While casual play or practice between residents and guests is encouraged, even if occasional tips or advice are exchanged, structured lessons, drills, or practice sessions designed to enhance skills constitute "instruction" and are prohibited. This policy does not apply to family members who provide instruction to each other.

Required Documentation

- c. Application Requirements:** The following must be completed or provided by an Instructor/Trainer applicant prior to approval:
 - Certificate of Insurance (COI)
 - Waiver of Liability (e.g. Hold Harmless Agreement) signed by each student receiving instruction. A parent or legal guardian must sign a Waiver of Liability for each student under 18 years of age.
 - Successfully pass a criminal background check, paid for by the applicant.

Operating Requirements

- d. Guest Restrictions:** Instructors / Trainers are not allowed to invite Non-Resident / Guests to receive Instruction / Training.
- e. Reporting Requirements:** Instructors / Trainers will provide a weekly list of trainees and their addresses that were trained during the week prior, to the Amenity Manager.
- f. Revenue Sharing:** A 10% revenue sharing is required of District-approved instructors/trainers. This is to be paid to the Amenity Manager monthly and put into the general fund of the community. Instructors/trainers who fail to keep current on paying their stipends will be removed from the list of approved District instructors/trainers.

Policy Compliance

- g. Facility Rules:** Instructors / Trainers shall abide by the District's Amenity Facility Policies while using an Amenity.
- h. Privilege Suspension:** Instructors / Trainers not following these policies may have their access to the Amenity privileges suspended.
- i. Compliance Maintenance:** Instructors / Trainers must keep compliance up to date.

Tennis Instruction

Tennis Instruction: Instructors / Trainers for tennis require explicit approval by the Board.

II. GENERAL AMENITY FACILITY PROVISIONS

GENERAL FACILITY POLICIES

- 1. Policy Amendment Authority:** The Board reserves the right to amend, modify, or delete, in part or in their entirety, these Policies at a duly noticed Board meeting. However, in order to change or modify rates or fees beyond any increases that may be specifically allowed for by the District's rules and regulations, the Board must hold a duly noticed public hearing on said rates and fees.
- 2. Identification Requirements:** All users of amenities must present their Identification and Access cards upon request by staff at any Amenity Facility. Each Amenity has different minimum age requirements, please refer to specific Amenity sections to determine minimum age allowed.
- 3. Hours of Operation:** All hours of operation, including holiday schedules, of the Amenity Facility will be established by the Board upon consultation with the Facility Manager.

HOURS OF OPERATION

Tamaya Hall Hours: Tuesday–Thursday: 10:00 am – 6:00 pm; Friday–Saturday: 12:00 pm – 6:00 pm; Sunday: 1:00 pm – 5:00 pm; Closed Monday

Tennis Court Hours: 7:00 am – 10:00 pm

Fitness Center: 4:00 am – 10:00 pm

Pool Deck (Fenced Pool Area): Sunrise – 10:00 pm

Pools: SWIM AT YOUR OWN RISK. Swimming permitted Dawn to Dusk (30 minutes after sunrise until 30 minutes before sunset)

Waterslide: (Seasonal Hours, Memorial Day - Labor Day) Tuesday–Friday: 12:00 pm – 7:00 pm; Saturday–Sunday: 10:00 am – 7:00 pm. Monday of Memorial Day, July 04, and Labor Day: 10:00 am – 7:00 pm.

Basketball: Sunrise – Sunset

VEHICLE AND PARKING POLICIES

- 4. Parking Requirements:** Vehicles and golf carts operated by a resident, non-resident member or a renter, must be parked in designated areas. Vehicles should not be parked on grass lawns, in any way which blocks the normal flow of traffic or in any way that limits the ability of emergency service workers to respond to situations. Vehicles should not be parked on CDD common grassy areas throughout the community (e.g. pocket parks and other common grassy areas). Vehicles cannot block the normal flow of traffic in any way that limits the ability of emergency service workers to respond to situations.
- 5. Fireworks Prohibition:** Fireworks of any kind are not permitted anywhere at or in the Amenity Facility or adjacent areas; however, notwithstanding this general prohibition, the Board may approve the use of fireworks over a body of water.
- 6. Service Area Restrictions:** Only District employees, District contractors or employees of the Facility Manager are allowed in the service areas of the Amenity Facility.

ADMINISTRATIVE AUTHORITY

- 7. Enforcement Authority:** The Board of Supervisors (as an entity), the Amenity Manager and its staff shall have full authority to enforce these policies. However, the Amenity Manager shall have the

authority to waive strict application of any of these Policies when prudent, necessary, or in the best interest of the District and its Residents. Such a temporary waiver of any policy by the Amenity Manager shall not constitute a continuous, ongoing waiver of said policy, and the Amenity Manager reserves the right to enforce all of these policies at any time he or she sees fit.

FACILITY SAFETY AND CONDUCT

- 8. Safety Restrictions:** No climbing over or swinging on ladders, fences, or railings is allowed.
- 9. Staff Courtesy:** Residents and Guests of all ages shall treat all staff members with courtesy and respect.
- 10. Prohibited Vehicles:** Off-road motorbikes/vehicles are prohibited on all property owned, maintained and operated by the District including, but not limited to, the Amenity Facility.
- 11. Skateboard Policy:** Skateboarding is not allowed on the Amenity Facility property at any time.
- 12. Indoor Vehicle Policy:** Bicycles, scooters, and skateboards are not permitted inside any Amenity Facility building (e.g. Tamaya Hall, Fitness Center, Group Exercise Room, and Amenity Center Breezeway) or on the pool deck at any time.

COMMERCIAL AND ENTERTAINMENT POLICIES

- 13. Entertainment Approval:** Performances at the Amenity Facility, including those by outside entertainers, must be approved in advance by the Amenity Manager.
- 14. Advertisement Restrictions:** Commercial advertisements shall not be posted or circulated in the Amenity Facility. Petitions, posters or promotional material shall not be originated, solicited, circulated or posted on Amenity Facility property.
- 15. Commercial Use Prohibition:** The Amenity Facility shall not be used for commercial purposes. The term "commercial purposes" shall mean those activities which involve, in any way, the provision of goods or services for compensation or advertising.
- 16. Weapons Policy:** Firearms or any other weapons are prohibited in the Amenity Facility during any governmental meetings or functions, including those of the District, and as otherwise prohibited in the Amenity Facility in accordance with Florida law.

AMENITY MANAGER AUTHORITY

- 17. Program Authorization:** The Amenity Manager reserves the right to authorize all programs and activities, including the number of participants, usage of equipment and supplies, facility reservations, etc., at the Amenity Facility, except usage and rental fees that have been established by the Board. The Amenity Manager also has the right to authorize management sponsored events and programs to better serve the Patrons, and to reserve any Amenity Facility for said events (if the schedule permits) and to collect revenue for those services provided.

GENERAL CONDUCT POLICIES

- 18. Smoking Restrictions:** Smoking is not permitted at the Amenity Facility except within smoking areas designated by the Amenity Manager, if any.
- 19. Policy Compliance:** Disregard for rules or policies or failure to follow instruction by Amenity Manager may result in expulsion from the Amenity Facility and/or loss of Amenity Facility privileges in accordance with the procedures set forth herein.
- 20. Loitering Policy:** Loitering (the offense of standing idly or prowling in a place, at a time or in a manner not usual for law-abiding individuals, under circumstances that warrant a justifiable and

reasonable alarm or immediate concern for the safety of persons or property in the vicinity) is not permitted at the Amenity Facility.

- 21. Dumpster Policy:** Dumpsters are not to be used for the disposal of residential household refuse and are only to be accessed and used by District authorized staff.
- 22. Legal Compliance:** All Patrons and their guests shall abide by and comply with any and all federal, state and local laws and ordinances while present at or utilizing the Amenity Facility and shall ensure that any minor for whom they are responsible also complies with the same.
- 23. Public Displays:** Public displays of affection which are inconsistent with the family-oriented nature of the Amenity Facility, are prohibited.
- 24. Identification Requirement:** Any person using any District amenity shall have a District acceptable photo identification card, which indicates their birthday, with them at all times. A valid student identification card may be used for a person under 18 years of age. This policy does not apply to a minor when accompanied by a parent or legal guardian.

LOSS OR DESTRUCTION OF PROPERTY OR INSTANCES OF PERSONAL INJURY

- 1. Personal Responsibility:** Each Patron and their Guest assumes sole responsibility for his or her property. The District and its contractors shall not be responsible for the loss or damage to any private property used or stored on or in the Amenity Facility.
- 2. Liability for Damages:** Patrons and their guest shall be liable for any property damage and/or personal injury at the Amenity Facility, or at any activity or function operated, organized, arranged or sponsored by the District or its contractors, which is caused by the Patron or the Patron's family member(s). The District reserves the right to pursue any and all legal and equitable measures necessary to remedy any losses it suffers due to property damage or personal injury caused by a Patron or the Patron's family member(s).
- 3. Hold Harmless Agreement:** Any Patron or other person who, in any manner, makes use of or accepts the use of any apparatus, appliance, facility, privilege or service whatsoever owned, leased, or operated by the District or its contractors, or who engages in any contest, game, function, exercise, competition or other activity operated, organized, arranged, or sponsored by the District, either on or off the Amenity Facility's premises, shall do so at his or her own risk, and shall hold the Amenity Facility's owners, the District, the Board of Supervisors, District employees, District representatives, District contractors, and District agents, harmless from any and all loss, cost, claim, injury, damage or liability sustained or incurred by him or her, resulting therefrom and/or from any act of omission of the District, or its respective operators, supervisors, employees, representatives, contractors or agents.

SERVICE ANIMAL POLICY

Dogs and all other pets (with the exception of a Service Animal as defined herein and complying with section 413.08(1)(d), Florida Statutes) are not permitted within any District-owned public accommodations including, but not limited to, the Amenity Facility. In the event a special event is held, as previously approved by the Board, and dogs are permitted at the Amenity Facility as part of the special event, they must be leashed. Owners are responsible for picking up after all pets as a courtesy to residents. All such animals must be in compliance with all current ordinances of the City of Jacksonville. It is the owners' responsibility to ensure that all dogs, including Service Animals, are healthy, vaccinated and collared with identification.

Service Animal Requirements

- 1. Work and Task Requirements:** The work done or tasks performed must be directly related to the individual's disability and may include, but are not limited to, guiding an individual who is visually impaired or blind, alerting an individual who is deaf or hard of hearing, pulling a wheelchair, assisting with mobility or balance, alerting and protecting an individual who is having a seizure, retrieving objects, alerting an individual to the presence of allergens, providing physical support and assistance with balance and stability to an individual with a mobility disability, helping an individual with a psychiatric or neurological disability by preventing or interrupting impulsive or destructive behaviors, reminding an individual with mental illness to take prescribed medications, calming an individual with posttraumatic stress disorder during an anxiety attack, or doing other specific work or performing other special tasks.
- 2. Control Requirements:** A Service Animal must be under the control of its handler and must have a harness, leash, or other tether, unless either the handler is unable because of a disability to use a harness, leash, or other tether, or the use of a harness, leash, or other tether would interfere with the service animal's safe, effective performance of work or tasks, in which case the service animal must be otherwise under the handler's control by means of voice control, signals, or other effective means.
- 3. Removal Conditions:** The District may exclude or remove from its premises a Service Animal if the Service Animal is out of control and its handler does not take effective action to control it, the Service Animal is not housebroken, or the Service Animal's behavior poses a direct threat to the health and safety of others. Allergies and fear of animals are not valid reasons for denying access or refusing service to an individual with a Service Animal.
- 4. Misrepresentation Penalties:** A person who knowingly and willfully misrepresents herself or himself, through conduct or verbal or written notice, as using a Service Animal and being qualified to use a Service Animal or as a trainer of a Service Animal commits a misdemeanor of the second degree, punishable as provided in sections 775.082 or 775.083, Florida Statutes, and may be subject to expulsion from the District's premises and/or suspension or termination of Amenities privileges as described herein.

GENERAL BEACH CDD AMENITY FACILITY USAGE POLICY

All Patrons and their guest using the Amenity Facility are expected to conduct themselves in a responsible, courteous, and safe manner, in compliance with all District policies and rules governing the Amenity Facility. Violation of the District's Policies and/or misuse or destruction of Amenity Facility equipment may result in the suspension or termination of District Amenity Facility privileges with respect to the offending Patron or Guest in accordance with District Policies set forth herein.

- 1. Hours:** The Amenity Facility is available for use by Patrons during normal operating hours to be established and posted by the District and Facility Manager.
- 2. Emergencies:** After contacting 911 Emergency Services if required, all emergencies and injuries must be reported to the Amenity Manager and to the office of the District Manager.
- 3. District Equipment:** Any Patron utilizing District equipment is responsible for said equipment. If, as a result of the use of the equipment it is damaged, missing pieces or is in worse condition than when it was when usage began, that Patron or their guest will be responsible to the District for any cost associated with repair or replacement of the equipment.

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

III. RESORT-STYLE POOL FACILITIES

GENERAL SWIMMING POOL RULES

NO LIFEGUARD ON DUTY – SWIM AT YOUR OWN RISK

INCLEMENT WEATHER / THUNDERSTORM – SWIM AT YOUR OWN RISK

The Beach Community pool facilities feature resort-style amenities including a main swimming pool, dedicated lap pool, waterslide, and spa area, all designed to provide a premium recreational experience.

A. Access and Supervision Requirements

- 1. Identification and Guest Limits:** All users of amenities must present their Identification and Access cards upon request by staff at any Amenity Facility. At any given time, a Patron may allow up to four (4) Guests to the swimming pool per household (unless a greater number of guests has been approved by the Amenity Manager).
- 2. Child Supervision:** Children under fifteen (15) years of age must be accompanied and supervised at all times by a Patron during usage of the pool facility. Parents are responsible for the conduct of their children.

B. Safety and Behavioral Rules

3. Prohibited Activities:

- Horseplay. No jumping, pushing, running, throwing any item or other horseplay is allowed in the pool, slide or on the pool deck area
- Diving. Diving is prohibited
- Rails/Ladders. No hanging on guard rails or jumping from the ladder
- Structures. Swinging on ladders, fences, or railings is not permitted
- Do not toss rocks, vegetation, or foreign material into the pool

- 4. Equipment Restrictions:** Electronic devices used to play music or other forms of entertainment are not permitted unless they are personal units equipped with headphones or for scheduled activities such as water aerobics or group fitness classes.

- 5. Operating Hours:** Swimming is permitted only during designated hours as posted at the pool, and such hours are subject to change at the discretion of Facility Manager. Everyone must adhere to swimming pool rules at all times.

- 6. Health Requirements:** Showers are required before entering the pool.

- 7. Container Restrictions:** Glass containers are prohibited.

- 8. Diaper Policy:** Children under three (3) years of age, and those who are not reliably toilet trained, must wear swim diapers, as well as a swimsuit over the swim diaper, to reduce the health risks associated with human waste in the swimming pools/deck area.

C. Equipment and Personal Items

- 9. Play Equipment:** Play equipment and recreational items, such as floats, rafts, snorkels, dive sticks, flotation devices, balls and pool toys must have staff approval. The Amenity Manager reserves the right to discontinue usage of such play equipment during times of peak or scheduled activity at the pool, or if the equipment causes a safety concern or annoyance to other users of the facility.
- 10. Pool Availability:** Pool availability may be limited or rotated in order to facilitate maintenance of the facility. Depending upon usage, the pool may be closed for various periods of time to facilitate maintenance and to maintain health code regulations.

- 11. Prohibited Items on Pool Deck:** The use of bicycles, skateboards, roller blades, scooters, and golf carts is not permitted on the pool deck area, or inside any Amenity Facility gates at any time. Pets (except service dogs) are not permitted inside the Amenity Facilities.

D. Programming and Activities

- 12. Program Authorization:** The Amenity Manager reserves the right to authorize all programs and activities (including the number of participants, equipment and supplies usage, etc.) conducted at the pool, including swim lessons and aquatic/recreational programs.

E. Dress Code and Conduct

- 14. Swim Attire:** Proper family-friendly swim attire must be worn in the pool (no cutoffs). Absolutely no footwear is permitted in the pool at any time.
- 15. Prohibited Items:** Chewing gum is not permitted in the pool or on the pool deck area.
- 16. Changing Areas:** The changing of diapers or clothes is not allowed poolside.
- 17. Pool Pollution:** No one shall pollute the pool. Anyone who pollutes the pool will be liable for any costs incurred in treating and reopening the pool.
- 18. Radio Controlled Items:** Radio controlled watercraft are not allowed in the pool or the pool area.

F. Facility Management

- 19. Access Maintenance:** Pool entrances must be kept clear at all times.
- 20. Furniture Policy:** Pool furniture is not to be removed from the pool area.
- 21. Conduct Standards:**
- Loud, profane, or abusive language is prohibited
 - Physical or verbal abuse will not be tolerated
 - Parents are responsible for the supervision and conduct of their children
- 22. Lost Items:** The District is not responsible for lost or stolen items.
- 23. Chemical Effects:** Chemicals used in the pool/spa may affect certain hair or fabric colors. The District is not responsible for these effects.

G. Deck Area Policies

- 24. Deck Rental:** The deck area may not be rented at any time; however, access may be limited at certain times for various District functions, as approved by the Board and/or Amenity Manager.
- 25. Food and Beverage:** No food, glass, or beverages (except bottled water) in the pool or on the pool wet deck.
- 26. Alcohol Policy:** Discreet alcohol (i.e., unobtrusive, unnoticeable) use allowed four feet from pool edge. Glass bottles or containers are not permitted.

H. Swimming Instruction Policy

- 27. Instruction Prohibition:** No swimming instruction is permitted in Beach CDD pools except by individuals specifically authorized by the District. Nonresidents may not give nor receive swimming instruction in Beach CDD pools. Swimming instruction means any activity where one person provides targeted guidance, feedback, demonstrations, or structured practice to another person for the purpose of improving their swimming skills. While practice between residents and guests is encouraged, even if occasional tips or advice are exchanged, structured lessons, drills, or practice sessions designed to enhance a swimmer's skills constitute "swimming instruction" and are prohibited. This policy does not apply to family members providing swimming instruction to each other.

LAP POOL POLICIES

Dedicated Lap Swimming Facility

- 1. Priority Usage:** Swimmers have priority on the use of the Lap Pool, for the purpose of swimming laps.
- 2. Lane Courtesy:** If swimmers are present, you must clear the lane to avoid interference.
- 3. Child Supervision:** Children under age of 15 must be accompanied and supervised by a patron at all times. Parents are responsible for the conduct of their children.

WATERSLIDE POLICIES

Seasonal Operation with Enhanced Safety Protocols

- 1. Risk Assumption:** Any person who uses the waterslide does so solely at his or her own risk.
- 2. Height Requirement:** Children less than forty-eight (48) inches tall are not permitted to ride the waterslide.
- 3. Lifeguard Supervision:** Lifeguards will supervise waterslide activity when the waterslide is open, and any person who uses the waterslide must abide by the supervising lifeguard's instructions and directions regarding use of the waterslide.
- 4. Operating Conditions:** The waterslide may only be used during hours when it is attended at the top and bottom of the waterslide when a lifeguard is on duty.
- 5. Single User Policy:** Only one person may ride the waterslide at a time.
- 6. Clothing Restrictions:** No shorts with snaps or rivets will be allowed on the slide.
- 7. Safety Position:** Arms and hands must be kept inside the waterslide at times. Users must slide feet first.
- 8. Prohibited Items:** No jewelry, flotation devices or casts may be worn while using the waterslide.
- 9. Health Restrictions:** For safety reasons, pregnant women and persons with health conditions or back problems should not ride the waterslide.

IV. FITNESS CENTER AND WELLNESS FACILITIES

FITNESS CENTER POLICIES

State-of-the-Art Fitness Experience

The Beach Community Fitness Center provides resort-quality fitness equipment and programming in a premium environment designed for all fitness levels. Persons using the Fitness Center do so at their own risk. Persons using the Fitness Center are encouraged to consult with a physician prior to commencing a fitness program.

A. Facility Access and Eligibility

- 1. Age Requirements:**
 - No one under the age of twelve (12) is allowed in the fitness center at any time
 - Children under sixteen (16) years of age must be accompanied at all times by a Patron during usage of the Fitness Center
- 2. Guest Policy:** A maximum of one guest is permitted per member and must be accompanied by a Patron at all times.

- 3. Operating Hours:** The Fitness Center is available for use by Patrons and guests during the hours of 4:00am to 10:00pm.

B. Emergency Procedures

- 4. Emergency Response:** For all emergencies, call 911 Emergency Services immediately. All emergencies and injuries must also be reported to Amenity Facility Staff.

C. General Fitness Center Policies

Dress Code and Attire

- 1. Required Attire:** Appropriate clothing and footwear (covering the entire foot) must be worn at all times in the Fitness Center. Appropriate attire includes t-shirts, tank tops, shorts, leotards, and/or sweat suits. No swimsuits, sandals, or flip-flops are allowed.
- 2. Family-Friendly Environment:** The fitness center is family friendly. The fitness center was not built for and is not intended for powerlifting or special heavy weight training that requires safety equipment not available at the fitness center.

Behavioral Standards

- 3. Prohibited Behavior:** No horseplay, aggressive or boisterous behavior, or rough play is allowed in the fitness center.
- 4. Equipment Purpose:** Equipment is for exercise only. Do not sit on equipment to browse the internet, watch videos, listen to audio, or text.
- 5. Equipment Hygiene:** Each individual is responsible for wiping off all fitness equipment, using provided disinfectants, after each use.

Authorized Personnel

- 6. Trainer Requirements:** Only approved Instructor / Trainers are permitted in the District Fitness Center. The approved Instructor / Trainer list will be in the Facility Manager's office.

Prohibited Items

- 7. Chalk Policy:** Hand chalk is not permitted to be used in the Fitness Center.
- 8. Electronic Devices:** Electronic devices used to play music or other forms of entertainment are not permitted unless they are personal units equipped with headphones. The use of mobile phone speakers for any purpose is prohibited.
- 9. Personal Items:** No bags, gear, or jackets are permitted on the floor of the Fitness Center or on the fitness equipment. Use hooks or lockers provided by the Amenity Facility.

Equipment Usage

- 10. Equipment Restrictions:** Fitness equipment may not be removed from the Fitness Center or brought to other rooms. Weights must remain in the designated free weights area. Weights are not to be taken into the adjacent Group Fitness Room unless approved by the Facility Manager.
- 11. Time Limits:** Limit use of cardiovascular equipment to thirty (30) minutes and step aside between multiple sets on weight equipment if other people are waiting.
- 12. Weight Management:** Limit use of dumbbells to one set at a time. Return weights to their proper location after use.
- 13. Weight Handling:** Do not drop the weights. 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 and must be kept in designated area. The floor was not designed for power lifting; dropping the weights will damage the floor and machines.

- 14. Program Priority:** Any fitness program operated, established and run by the Facility Manager may have priority over other users of the District fitness centers.

EQUIPMENT SHARING AND MACHINE POLICIES

Optimizing Facility Usage During Peak Hours (typically 6-9 am and 5-8 pm)

Time Limits on Equipment

- 1. Cardiovascular Equipment:** 30-minute limit during peak hours.
- 2. Weightlifting Stations:** 15-minute limit on squat racks, bench presses, and similar equipment if others are waiting.

Equipment Sharing Protocol

- 3. Working In:** Do not monopolize any equipment. If performing sets with rest periods, members should allow others to "work in" during their breaks.
- 4. Peak Hour Courtesy:** During high-traffic times, members are encouraged to limit extended conversations or phone use while on machines or with equipment.
- 5. Equipment Hoarding:** Using multiple pieces of equipment simultaneously for circuit training during peak hours is discouraged unless pre-approved by gym staff.

FOOD AND BEVERAGE POLICIES

Nutrition and Hydration Guidelines

- 1. Food Restrictions:** No food, including chewing gum, is permitted within the fitness center.
- 2. Beverage Policy:** Beverages are permitted in the fitness center if contained in non-breakable containers with screw top or sealed lids. Alcoholic beverages are not permitted.

V. TENNIS FACILITY OPERATIONS

TENNIS FACILITY POLICIES

INCLEMENT WEATHER / THUNDERSTORM – PLAY AT YOUR OWN RISK

Professional Tennis Experience

The Beach Community tennis facilities feature professionally maintained courts providing an authentic tennis club experience for players of all skill levels. Persons using the Tennis Facility do so at their own risk. Persons interested in using the Tennis Facility are encouraged to consult with a physician prior to using the facility.

As a courtesy to other Patrons, we ask that all players please recognize and abide by these rules and guidelines. Remember, not only is tennis a lifetime sport, it is also a game of sportsmanship, proper etiquette and fair play.

A. Court Access and Eligibility

- 1. Age Requirements:** Children under twelve (12) years of age must be accompanied at all times by a Patron, during use of the Tennis Facility. The limit is 4 players per court, one must be a Patron. One court per Household. Parents are not allowed to drop off children under 12 years of age without specific supervision by a Patron.
- 2. Operating Hours:** The Tennis Facility shall be available from 7:00am until 10:00pm daily.

3. Emergency Procedures: For all emergencies, call 911 Emergency Services immediately. All emergencies and injuries must also be reported to Amenity Facility Staff.

B. Dress Code and Equipment

4. Proper Attire: Proper tennis shoes and attire, as determined by the Facility Manager, are required at all times while on the courts. Shirts must be worn at all times. No black-soled or open-toe shoes are permitted.

C. Court Reservation and Usage System

5. Availability System: The tennis courts are available on a "first come, first served" basis for Patrons. Each Patron and the Patron's guests are limited to the use of one (1) tennis court for one (1) hour when others are waiting.

Court Changeover Procedures

If you find it necessary to "bump" other players when it is your turn to play:

- a. Never attempt to enter someone else's court before your turn.
- b. Never enter the court or distract players while others are in the middle of a point or game.
- c. Wait outside the entrance gate and politely inform the players that it is your turn.
- d. Allow players to finish out one more point, and then begin the player changeover for the court.
- e. When others are waiting, only Patrons may "hold" a court, and only for no more than ten minutes and those ten minutes are included in the one-hour time limit to use the court (i.e., usage is limited to 50 minutes if the court is held for ten minutes).

Prohibited Activities

1. Tournaments: No tournaments are allowed.

2. Instruction: Instruction of tennis is not permitted without explicit approval by the Board.

D. Tennis Instruction Policy

Comprehensive Instruction Prohibition: No tennis instruction is permitted on Beach CDD courts except by individuals specifically authorized by the District. Nonresidents may not give nor receive tennis instruction on Beach CDD courts. Tennis instruction means any activity where one person provides targeted guidance, feedback, demonstrations, or structured practice to another person for the purpose of improving their tennis skills. This includes, but is not limited to, instruction on stroke production, footwork, strategy, and match play. While casual play or practice between residents and guests is encouraged, even if occasional tips or advice are exchanged, structured lessons, drills, or practice sessions designed to enhance a player's skills constitute "tennis instruction" and are prohibited. This policy does not apply to family members providing tennis instruction to each other.

E. General Court Policies

Court Etiquette and Conduct

1. Tennis Etiquette: Proper tennis etiquette shall be adhered to at all times. The use of profanity or disruptive behavior is prohibited.

2. Court Usage: Tennis Courts are to be used for Tennis only.

3. Equipment Responsibility: Persons using the Tennis Facility must supply their own equipment (rackets, balls, etc.).

Prohibited Items and Activities

- 4. Prohibited Items:** The Tennis Facility is for the play of tennis only. Pets (with the exception of "Service Animals"), roller blades, bikes, skates, skateboards, and scooters are prohibited from the tennis facility.
- 5. Beverage Policy:** Beverages are permitted at the Tennis Facility if contained in non-breakable containers with screw top or sealed lids. No alcoholic beverages, glass or other breakable items are permitted on the tennis courts.
- 6. Furniture Restrictions:** No chairs other than those provided by the District are permitted on the tennis courts.
- 7. Net Safety:** No jumping over nets.

Court Maintenance and Care

- 8. Cleanup Responsibility:** Players must clean up after play. This includes "dead" balls, trash, cups, plastic bottles, etc. The goal is to show common courtesy by leaving the court ready for play for Patrons who follow you.
- 9. Damage Reporting:** Court hazards or damages, such as popped line nails, need to be reported to the Amenity Manager for repair.
- 10. Court Brushing:** Brush court after use is required.

VI. BASKETBALL AND RECREATIONAL COURTS

BASKETBALL FACILITY POLICIES

INCLEMENT WEATHER / THUNDERSTORM – PLAY AT YOUR OWN RISK

Full-Court Basketball Experience

The Beach Community basketball facilities provide a regulation-size court suitable for full games, half-court play, and recreational activities. Persons using the Basketball Facilities do so at their own risk. Persons interested in using the facilities are encouraged to consult with a physician prior to using the facilities.

A. Access and Safety Requirements

- 1. Age Requirements:** Children under twelve (12) years of age must be accompanied at all times by a Patron, during use of the Basketball Facility.
- 2. Capacity Limits:** The maximum number of people on the Basketball Court is 10. There is a limit of 4 Guests per Household at any time.
- 3. Operating Hours:** The Basketball Facilities are available for use from sunrise until sunset. The facilities may not be used after dark.
- 4. Emergency Procedures:** For all emergencies, call 911 Emergency Services immediately. All emergencies and injuries must also be reported to Amenity Facility Staff.

B. Dress Code and Equipment

- 5. Proper Attire:** Proper athletic shoes and attire are required at all times while on the courts. Shirts must be worn. No black-soled or open-toe shoes are permitted.

C. Court Usage Guidelines

6. Availability System: The basketball courts are available on a "first come, first served" basis. Players are limited to the use of one (1) basketball half-court when others are waiting.

D. General Basketball Policies

Conduct Standards

a. Behavioral Requirements: The use of profanity or disruptive behavior is prohibited.

Equipment Policies

b. Basketball Provision: Persons using the Basketball Facilities must supply their own basketballs. Basketballs, if available, may be obtained from the office.

Prohibited Items

c. Restricted Items: The Basketball Facilities is for the play of basketball only. Pets (with the exception of "Service Animals"), roller blades, bikes, skates, skateboards, golf carts, vehicles, and scooters are prohibited from the basketball facility.

d. Beverage Policy: Beverages are permitted at the Facilities if contained in non-breakable containers with screw top or sealed lids. No alcoholic beverages, glass or other breakable items are permitted on the basketball courts.

e. Furniture Restrictions: No chairs other than those provided by the District are permitted on the courts.

Facility Maintenance

f. Cleanup Requirements: The courts must be left clean after use. Pick up all trash, cups, plastic bottles, etc.

Basketball Instruction Policy

g. Instruction Prohibition: No basketball instruction is permitted on Beach CDD courts except by individuals specifically authorized by the District. Nonresidents may not give nor receive basketball instruction on Beach CDD courts. Basketball instruction means any activity where one person provides targeted guidance, feedback, demonstrations, or structured practice to another person for the purpose of improving their basketball skills. This includes, but is not limited to, instruction on shooting and passing production, footwork, strategy, and match play. While casual play or practice between residents and guests is encouraged, even if occasional tips or advice are exchanged, structured lessons, drills, or practice sessions designed to enhance a player's skills constitute "basketball instruction" and are prohibited. This policy does not apply to family members who provide basketball instruction to each other.

Special Events

h. Event Authorization: Patrons who would like to use the basketball courts for events such as organized games for birthday parties or other special events must speak with the Amenities Manager prior to the event for permission to hold such events on Beach CDD basketball courts. This may also require a waiver for the number of guests allowed on Beach CDD basketball courts.

VII. PLAYGROUND AND FAMILY AMENITIES

PLAYGROUND POLICIES

Safe Family Recreation Environment

The Beach Community playground facilities provide age-appropriate recreation equipment designed for safe family enjoyment with comprehensive safety protocols. Persons using the Playground Facility do so at their own risk.

Supervision and Safety Notice: Playground equipment manufacturers and safety organizations emphasize the importance of active supervision to ensure children's safety during play. Although Florida law does not impose specific requirements on parental supervision at playgrounds within state facilities, parents share a responsibility to ensure children's safety during play. While not legally mandated, it is strongly recommended that parents actively supervise their children at playgrounds to ensure their safety. Active supervision involves being present, attentive, and engaging with your child during play to prevent accidents and respond promptly to any incidents. Adhering to recommended supervision practices and being vigilant about playground conditions can help create a safer environment for all children.

The District provides a playground for Patrons to enjoy with their children.
The following guidelines apply:

A. Safety Requirements

- 1. Footwear Requirements:** Footwear is required. Loose clothing, especially with strings, is prohibited.
- 2. Surface Material Protection:** Since mulch material is necessary for reducing fall impact and for good drainage, mulch must not be picked up, thrown, or kicked for any reason.

B. Food and Beverage Policies

- 3. Beverage Policy:** Beverages are permitted if contained in non-breakable containers with screw top or sealed lids on the playground but not on playground equipment.
- 4. Food Restrictions:** No food or gum permitted on the playground.

C. Prohibited Items and Activities

- 5. Animal Policy:** No pets of any kind are permitted at the playground.
- 6. Container Restrictions:** No glass containers are permitted at the playground.
- 7. Safety Restrictions:** No jumping off from any climbing bar or platform.
- 8. Conduct Standards:** Profanity, rough-housing, and disruptive behavior are prohibited.

D. Incident Reporting and Maintenance

- 9. Damage/Injury Reporting:** If anything is wrong with the equipment or someone gets hurt, notify the District immediately.
- 10. Cleanup Requirements:** The playground must be left clean after use. Pick up all trash, cups, plastic bottles, etc.

VIII. EVENT FACILITIES AND RENTAL POLICIES

EVENT LAWN POLICIES

Expansive Outdoor Event Space

Persons using the Event Lawn Facility do so at their own risk.

The District offers an Event Lawn.

The following policies apply:

A. Usage Guidelines

- 1. Availability:** The lawn is available for use by Patrons only on a "first come, first served" basis.
- 2. Vehicle Restrictions:** No bicycles, scooters, skateboards, hover boards, golf carts (without prior approval by the Amenity Facility Manager), or other equipment or vehicles with wheels are permitted.
- 3. Ground Markings:** Chalking or marking the lawn must be approved in advance, if at all, and proper marking materials must be used.
- 4. Container Policy:** No glass containers or breakable objects of any kind are permitted on the lawn.
- 5. Pet Policy:** Pets must be kept on leash, and Patrons must pick up and dispose of pet waste in appropriate receptacles.
- 6. Equipment Responsibility:** Patrons are responsible for bringing their own equipment.
- 7. Activity Restrictions:** Golfing is not permitted on the lawn.
- 8. Instruction Policy:** Except as expressly authorized by the District, sports instruction for fees, or solicitation of sports instruction for fees, is prohibited.
- 9. Cleanup Requirements:** The lawn must be left clean after use. Pick up all trash, cups, plastic bottles, etc.

GENERAL FACILITY RENTAL POLICY

Premier Event Facilities

Patrons may reserve for rental certain portions of the Amenity Facility for private events. Reservations may not be made more than four (4) months prior to the event or made less than two (2) weeks prior to the event; the Amenities Manager may grant exceptions to these timelines at his/her availability and discretion. A wedding and reception may be booked more than four (4) months prior to the event.

Restricted Rental Dates

The Amenity Facility is unavailable for private events on Memorial Day Weekend, Labor Day Weekend or any other weekend on which a federal holiday falls on either a Monday or Friday (with exception of Martin Luther King Day, Washington's Birthday, Columbus Day and Veterans Day) as well as the following holidays/weekends:

- Easter Sunday
- Memorial Day
- 4th of July
- Labor Day
- Thanksgiving
- Christmas Eve
- Christmas Day

- New Year's Eve

A. Eligible Renters

Certain portions of the Amenity Facility may be rented by the following individuals/groups:

- Residents (includes both events held by the Resident and events sponsored by the Resident)
- Renters
- Non-Resident Members
- Homeowners Association
- Community Clubs

B. Available Facilities and Rental Rates

The following portions of the Amenity Facility are available for rental for functions for up to eight (8) hours (including set-up and post-event cleanup). The rental time is inclusive of set-up and clean-up time. Rental fees may be waived for community use. For private events, rental fees shall apply.

Reference APPENDIX D for Event Facility Rental Rates (All rates subject to 3% Credit Card Convenience Fee)

Large Event Lawn Special Conditions: The Large Event Lawn may be used by a Patron and no more than four guests without a rental contract. Usage of the Large Event Lawn by a patron with more than four guests requires a rental contract and is subject to the policies outlined. The Large Event Lawn may be rented for no longer than eight hours. Patrons using the Large Event Lawn shall be responsible for the costs of cleaning and/or repairing any adverse impacts to the lawn. Any failure to clean and/or repair the Large Event Lawn will result in the security deposit being used to pay for such cleaning and/or repair, and Patron shall be responsible for all amounts, if any, in excess of the security deposit. Patrons are encouraged to photograph the Large Event Lawn prior to and after rental to document any damages. Any use of the Large Event Lawn by more than 100 guests shall require the District's written approval.

Important Note: The Pool Areas of the Amenity Facility are not available for private rental and shall remain open to other Patrons and their guests during normal operating hours. The Patron renting any portion of the Amenity Facility shall be responsible for any and all damages and expenses arising from the event.

C. Reservation Procedures

Reservation Process: Staff will take reservations in advance for the Amenity Facility. Reservations are on a "first come, first served" basis and can be made only in person by filling out a Facility Use Application. Reservations must be made at least two (2) weeks in advance to the Amenity Manager Staff; the Amenities Manager may grant exceptions to these timelines at his/her availability and discretion. Patrons interested in reserving a room must submit to the Amenity Manager Staff a completed Facility Use Application.

Reservation Hold Policy: Reservations will be held for fifteen (15) minutes past the scheduled start time before re-assigning the reservation time slot. There are no personal "standing" reservations allowed for the facilities listed in the reservation policy.

Cancellation Policy: If the renter wishes to cancel a reservation, the cancellation must be communicated to the Amenity Manager no later than two (2) weeks prior to the scheduled event to have the full rental fee and the full deposit returned. If the event is cancelled less than two (2) weeks prior to the event, only the rental fee, but none of the security deposit, will be returned.

D. Payment and Deposit Requirements

Payment Processing: At the time of submission, the Patron shall provide the rental fee referenced above and a deposit. Rental fees may be paid by check, money order, and made payable to Beach Community Development District. The Amenity Manager Staff will review the Facility Use Application on a case-by-case basis and has the authority to reasonably deny a request. Denial of a request may be appealed to the District's Board of Supervisors for consideration.

Documentation Requirements: 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 District must be delivered to the Amenity Manager along with completed paperwork and insurances, if necessary. 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.

E. Deposit Return Requirements

Deposit Security: Payment of the deposit and rental fee 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:

- a. Ensure that all garbage is removed and placed in the dumpster.
- b. Remove all displays, favors or remnants of the event.
- c. Restore the furniture and other items to their original position.
- d. Wipe off counters, table tops and sink area.
- e. Replace garbage liner.
- f. Clean out and wipe down the refrigerator, and all cabinets and appliances used.
- g. Clean any windows and doors in the rented area.
- h. Ensure that no damage has occurred to the Amenity Facility.
- i. Patron and Patron's guests are required to adhere to all Amenity Facility rules and policies.

Failure to comply with such rules and policies may result in the forfeiture of Patron's deposit.

Pets (with the exception of "Service Animals") are prohibited from any and all rented facilities.

Damage Assessment: 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. If additional damages have occurred to the property, the renter will be responsible for any additional cost to return property to original condition it was rented. The deposit will be returned within 10 days of rental if no costs to repair have occurred.

F. Alcohol Service Policies

Alcohol Notification: Patrons intending to serve alcohol at a rented facility must so indicate on the Facility Use Application. Any Patron who does not so indicate at the time the application is submitted shall not be permitted to serve alcohol.

Insurance Requirements: Event Liability insurance coverage in the amount of One Million Dollars (\$1,000,000) will be required for all events that are approved to serve alcoholic beverages. The District, the Board, and District staff and consultants are to be named on these policies as additional insureds.

Indemnification Agreement: Patrons serving alcohol agree to indemnify and hold harmless the District, Amenity Services Group and their Supervisors, officers, directors, consultants and staff from any and all liability, claims, actions, suits, or demands by any person, corporation or other entity, for injuries, death property damage of any nature, arising out of, or in connection with the service of alcohol. Patrons agree

that such indemnification shall not constitute or be construed as a waiver of the District's sovereign immunity granted pursuant to Section 768.28, Florida Statutes.

Bartender Requirements: Patrons must hire a certified bartender to dispense alcohol. Events, during which alcohol is served, may have additional requirements for private security services.

G. Additional Event Policies

Capacity and Safety: The following additional policies apply to any rental of an Amenity Facility or space:

- a. The capacity limit of any portion of the Amenity Facility or space shall not be exceeded at any time for a party or event.
- b. The volume of live or recorded music must not violate applicable Duval County noise ordinances, or unreasonably interfere with residents' enjoyment of their homes.
- c. The Amenities may be rented for parties and events during normal operating hours. Additionally, the clubhouse may be rented after hours and until 11:00pm. All parties and events, including clean-up, at the clubhouse must conclude by midnight.
- d. No decorations may be affixed to the walls, doors or any fixtures.
- e. Event Liability coverage may be required, even in the absence of alcohol service, on a case-by-case basis in the sole discretion of the Board of Supervisors.
- f. Patron and Patron's Guests are required to adhere to all Amenity Facility rules, policies, and directions from Amenity Facility staff.
- g. No glass or breakable items are permitted in the Pool Area.

IX. NO FISHING POLICY

WATER FEATURE RESTRICTIONS

Environmental and Safety Protections

Patrons may not fish from any District owned lake/retention pond within the Beach Community Development District. No watercrafts of any kind are allowed in these bodies of water except for small remote-controlled boats intended for recreational purposes. Swimming is also prohibited in any of the waters.

Safety and Environmental Reasons: Water features are designed for stormwater management, not recreation. There are potential safety hazards from water depth and conditions, and the District maintains these policies for protection of local wildlife and ecosystem, as well as compliance with environmental regulations.

X. ENFORCEMENT AND DISCIPLINARY PROCEDURES

SUSPENSION AND TERMINATION OF PRIVILEGES

Section 1: Introduction

This rule addresses the suspension and termination of privileges to use the Beach Community Development District's ("District") recreational facilities ("Amenities"), as well as the requirement to

reimburse the District for any damages to its property or procedures resulting in additional expense to the District.

Section 2: Violations

The privileges of a patron of the Amenities, including resident owners, designated tenants, non-residents who pay the applicable non-resident usage fee, and members of the households of any of the foregoing (collectively, "Patron"), to use the Amenities will be suspended or terminated if the Patron engages in any of the following violations:

Violation Categories:

- a.** Damages, destroys, defaces or steals District property such as: structures; lawns or other vegetation; or encroaches on real property such as that meant to be left in its natural state, which the District is responsible to preserve.
- b.** Discards private refuse anywhere on District property, including a District dumpster. Dumpsters are reserved solely for District usage, such as District personnel in performance of their duties, or when the renter of a District Amenity approved function disposes of garbage to recover Deposit fees. Unauthorized private refuse results in additional unanticipated charges to the CDD by the company servicing the dumpster.
- c.** Submits false information on any application for use of the Amenities.
- d.** Permits the unauthorized use of an amenity pass.
- e.** Exhibits unsatisfactory behavior, deportment or appearance.
- f.** Fails to pay fees owed to the District in a proper and timely manner.
- g.** Fails to abide by any policies or rules established for the use of the Amenities.
- h.** Treats the District's supervisors, staff, facility management, contractors, or other representatives, or other Patrons, in an unreasonable or abusive manner.
- i.** Does not follow instructions of the Amenity Manager or staff or provides false answers to the Amenity Manager or staff upon questioning.
- j.** Engages in conduct that is improper or likely to endanger the welfare, safety, harmony or reputation of the District, or its supervisors, staff, facility management, contractors, or other representatives, or other Patrons.

Section 3: Reporting of Violations

For all offenses outlined in Section 2 above, the District Manager, or District's Amenity Manager, will create a written report of the incident, which will be signed by the offending Patron and the District Manager or Amenity Manager, as the case may be, and kept on file by the District. If the offending Patron refuses to sign the incident report, it will be kept on file by the District with a notation to that effect by the District Manager or the Amenity Manager, as the case may be. This report will have the incident listed, with date, a statement if District property damage occurred, in addition to Amenities suspension, that full payment of costs to the District (including physical items, installation, engineering studies and staff follow-up) must be made by the offending Patron. Damages, along with other incidents, will be reported to the Board of Supervisors at monthly meetings.

Damage Recovery: The District will schedule the appropriate payments with the offending Patron in a reasonable time frame. The first notification will be after all costs have been considered, which should be completed within two (2) weeks. If no response, or a negative one, is received within two (2) weeks, a demand letter will be sent by the District Manager or other appropriate manager explaining that if the payment is not made within the stated time frame, the District will exercise its rights to the fullest extent of the law. This should include obtaining a judgment through Small Claims Court.

Complaint Process: Patrons may file a complaint to the Amenity Manager at any time. If a Patron files a complaint, this complaint must have a response to the complaint within 72 hours. Response should state the actions that will be taken as a result of the complaint.

Section 4: Suspension Procedures

Immediate Suspension Authority: The Amenity Manager has the ability to immediately remove any person from one or all Amenities or Issue a suspension for up to 30 days for infractions including but not limited to those Violations described above. These infractions involve use of profanity or vulgarity, failure to follow staff directions, disrespect, or threats toward staff or other Patrons, disruptions of the operation and activities of the Amenities or when such action is necessary to protect the health, safety, and the welfare of Patrons or their guest(s) or to protect the Districts facilities from damage.

Progressive Discipline System:

First Offense: Verbal or written warning by Amenity Staff. Violation is recorded by Amenity staff and held on file by the District.

Second Offense: Automatic suspension of all Amenity privileges for up to thirty days from the commencement of the suspension, with the preparation by District Staff of a written report to be signed by the offender(s) and filed with the District. Failure or refusal of the offender to sign the report will not invalidate the suspension.

Third Offense: Suspension of all Amenity privileges for up to one (1) year. Such suspension shall run to the next regular meeting of the Board of Supervisors. At said meeting, the record of all previous offenses will be presented to the Board for recommendation of termination of the offender(s) privileges for one (1) calendar year. The length of the suspension is in the discretion of the Board and may be for less than one (1) year.

Household Suspensions: Suspensions can be the entire household depending on violations and who the violators are (i.e., children or guests of resident).

Emergency Response: Any violent confrontations happening on Amenity Facilities, Call 911.

Section 5: Suspension of Minors

Any Resident under the age of eighteen (18) who is suspended from the facility three (3) times in a one-year period, shall, until the child reaches the age of eighteen (18), only be entitled to use the facility if accompanied by a parent, legal guardian, or adult Patron at all times.

Section 6: Appeal of Suspension

The District Manager, or the District's Amenity Manager, may at any time suspend a Patron's privileges to use the Amenities for committing any of the violations outlined in Section 2. Such suspension shall be for a maximum period of 30 consecutive days. In determining the length of any suspension, the District Manager, or Amenity Manager, shall take into account the nature of the conduct and any prior violations.

Appeal Process: A Patron subject to a suspension under this Section may appeal the suspension to the District's Board of Supervisors ("Board") by filing a written request for an appeal, which shall be immediately sent to the District's Chairperson. The filing of a request for an appeal shall not result in the stay of the suspension. The District shall consider the appeal at its next Board meeting and shall provide reasonable notice to the Patron of the Board meeting where the appeal will be considered. At that meeting, the Board shall allow the Patron to appear and present statements and/or evidence on the Patron's behalf, subject to any reasonable restrictions that the Board may impose. The Board may take any action deemed by it in its sole discretion to be appropriate under the circumstances, including affirming, overturning, or otherwise modifying the suspension, to address the appeal and any violations

outlined in Section 2. In determining the appropriate action to be taken, the Board shall take into account the nature of the violation and any prior violations.

Section 7: Suspension or Termination by the Board

The District Manager, or the District's Amenity Manager, may recommend to the Board, or the Board on its own initiative may elect to consider, a suspension or termination of a Patron's privileges for committing any of the violations outlined in Section 2. At least 15 days prior to any Board meeting where a suspension or termination is to be considered under this Section, the District will send written notice of the meeting by United States mail to the Patron's last known address. Upon prior written request submitted by the Patron to the District at least 5 days prior to the meeting, the Board shall allow the Patron to appear at the meeting and present statements and/or evidence on the Patron's behalf, subject to any reasonable restrictions that the Board may impose. The Board may take any action deemed by it in its sole discretion to be appropriate under the circumstances to address the violations outlined in Section 2, including suspension or permanent termination of a Patron's privileges to use the Facilities. In determining the appropriate action to be taken, the Board will take into account the nature of the violation and any prior violations.

Section 8: Trespass

If a Patron subject to a suspension or termination is found on the Amenity premises, such Patron will be subject to arrest for trespassing.

XI. CONSENT TO VIDEO AND AUDIO MONITORING

To promote the safety and security of the District, its Amenity Facilities, and all guests and occupants, and to support the effective administration of facility rules, the District may, at its discretion, install and operate video and/or audio monitoring systems on District property. By accessing or utilizing any Amenity Facility or other District-owned property, individuals acknowledge and consent to the electronic recording and storage of video and/or audio data. These recordings may be used to verify compliance with District policies and investigate reported incidents. The District reserves the right to disregard any incident report submitted more than thirty (30) days after the alleged injury or rule violation, as delayed reporting may hinder the District's ability to review and substantiate the event using available electronic records.

XII. APPENDICES

APPENDIX A: EMERGENCY PROCEDURES

Emergency Services Contact Information: 911

Medical Emergency Procedures:

1. Call 911 immediately
2. Provide first aid if trained and safe to do so
3. Notify Amenity Manager as soon as possible
4. Complete incident report within 24 hours
5. Cooperate with emergency responders

Facility Emergency Procedures:

1. Seek shelter in designated safe areas

2. Wait for all-clear before resuming activities

3. Report any damage immediately

APPENDIX B: CONTACT INFORMATION

District Management:

- Vesta District Services
- 250 International Parkway, Suite 208
- Lake Mary, FL 32746
- **Phone:** [<https://www.beachcdd.com/contacts>]
- **Email:** [<https://www.beachcdd.com/contacts>]
- **Website:** [<https://www.beachcdd.com/>]

Amenity Manager:

- Oliver Ingram
- **Phone:** [+1-904-329-2277]
- **Email:** [olingram@vestapropertyservices.com]

Board of Supervisors:

- **Meeting Schedule:** [<https://www.beachcdd.com/meetings>]
- **Board Member Contact:** [<https://www.beachcdd.com/contacts>]

APPENDIX C: FORMS AND APPLICATIONS

Required Forms Available:

- **Contact Amenity Manager for:** Facility Use Application, Rental Agreement, Instructor/Trainer Application, Community Club Application, Non-Resident Membership Application, Incident Report Form, Equipment Checkout Form, etc.

Online Resources:

- **Community website:** [<https://tamayaamenities.com/>]
- **Newsletter sign-up:** [Contact Amenity Manager]

APPENDIX D: FACILITY RENTAL RATES

All rates are subject to a 3% Credit Card Convenience Fee.

Facility	Duration	Capacity	Rental Rate	Security Deposit
Boardroom	Up to 4 Hours	12 people	\$200 (Additional \$50/hour)	\$150
Pool Cabana	Up to 4 Hours	25 people	\$200 (Additional \$50/hour)	\$150
Palm Court & Bar	Up to 4 Hours	50 people	\$250 (Additional \$50/hour)	\$200
Tamaya Hall	Up to 6 Hours	80 people	\$850 (Additional \$50/hour)	\$750
Combo (Tamaya Hall, Palm Court & Bar)	Up to 8 Hours	130 people (does not include use of Pool)	\$1,250	\$750

Facility	Duration	Capacity	Rental Rate	Security Deposit
Group Fitness Room	Up to 4 Hours	25 people	\$250	\$350
Large Event Lawn	Up to 8 Hours	Special Conditions	No Charge	\$350

POLICY ACKNOWLEDGMENT

By using any Beach Community Development District amenity facility, all patrons acknowledge they have read, understood, and agree to comply with all policies contained herein. These policies are subject to change with proper notice as determined by the Board of Supervisors.

This document represents the comprehensive amenity policies for the Beach Community Development District. For questions or clarifications, contact the Amenity Manager or District Manager at the contact information provided above.

Important Legal Notice

These policies are established by the Beach Community Development District Board of Supervisors and carry the full force of District regulations. Violations may result in suspension or termination of amenity privileges and may be subject to legal enforcement. All patrons are responsible for ensuring their guests and family members comply with these policies.

Americans with Disabilities Act Compliance

The Beach Community Development District is committed to providing equal access to all amenity facilities in compliance with the Americans with Disabilities Act. Reasonable accommodations will be made upon request. Contact the District Manager for accommodation requests.

Non-Discrimination Policy

The Beach Community Development District provides amenity services without regard to race, color, religion, sex, national origin, age, disability, or any other characteristic protected by law.