

# **BEACH COMMUNITY DEVELOPMENT DISTRICT**

## **AMENITY FACILITY POLICIES**

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**TABLE OF CONTENTS**

	<b><u>Page</u></b>
DEFINITIONS.....	1
IDENTIFICATION AND ACCESS CARDS .....	2
NON-RESIDENT ANNUAL USER FEE .....	3
HOMEOWNERS ASSOCIATION USE OF FACILITIES .....	3
COMMUNITY CLUB USE OF FACILITIES.....	3
GUEST POLICIES .....	4
RENTER’S PRIVILEGES.....	4
INSTRUCTOR/TRAINER POLICIES.....	4
GENERAL AMENITY FACILITY PROVISIONS.....	5
LOSS OR DESTRUCTION OF PROPERTY OR INSTANCES OF PERSONAL INJURY .....	8
SERVICE ANIMAL POLICY .....	8
GENERAL AMENITY FACILITY USAGE POLICY .....	9
GENERAL SWIMMING POOL RULES .....	10
SWIMMING POOL THUNDERSTORM POLICY .....	132
FITNESS CENTER POLICIES.....	13
TENNIS FACILITY POLICIES.....	14
TENNIS COURTS THUNDERSTORM POLICES .....	15
BASKETBALL FACILITY POLICIES.....	16
EVENT LAWN POLICIES.....	17
PLAYGROUND POLICIES .....	17
NO FISHING POLICY.....	18
GENERAL FACILITY RESERVATION POLICY .....	18
SUSPENSION AND TERMINATION OF PRIVILEGES .....	19

## 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 be 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 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 2% 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.

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

**“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” and “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” or “Patrons”** – shall mean Residents, Non-Resident Members, and Renters who are eighteen (18) years of age and older.

**“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.

**“Tennis Facilities”** – shall mean those tennis courts that are a part of the District’s Amenity Facility.

### **IDENTIFICATION and ACCESS CARDS**

1. Two (2) access cards will be issued to each household. There is a charge to replace a lost or stolen card.
2. 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. Patrons shall be required to present Identification and Access cards upon request by staff at the Amenity Facility.

### **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. 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. 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. 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 (i.e. a wedding, birthday party, etc.).
2. 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. The Board may revoke an organization's status under these policies as a Community Club at any time.

### **GUEST POLICIES**

1. 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 amenities must be accompanied by a Patron at all times.
2. Residents, Non-Resident Members, or Renters under the age of 16 may not invite guests.
3. Guests are not allowed to receive instruction for any Amenities at Tamaya,

### **RENTER'S PRIVILEGES**

1. 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. 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 Tamaya residential unit.
3. During the period when a Renter is designated as the beneficial user of the membership, the Resident shall not be entitled to use the Amenity Facility with respect to that membership.
4. 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 deportment of their respective Renter.
5. Renters shall be subject to rules and regulations as the Board may adopt from time to time.

### **INSTRUCTOR / TRAINER POLICIES**

1. 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 Tamaya Lifestyles website.
2. 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 which will be paid for by the applicant.
3. Instructors / Trainers are not allowed to invite Non-Resident / Guests to receive Instruction / Training.
  4. Instructors / Trainers will provide a weekly list of trainees and their addresses that were trained during the week prior, to the Amenity Manager.
  5. Instructors / Trainers shall abide by the District's Amenity Facility Policies while using an Amenity.
  6. Instructors / Trainers not following these policies may have their access to the Amenity privileges suspended.
  7. Instructors / Trainers must keep compliance up to date.
  8. Instructors / Trainers are not permitted for tennis. Instruction for tennis is not permitted at anytime.

### **GENERAL AMENITY FACILITY PROVISIONS**

1. 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. 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. All hours of operation, including holiday schedules, of the Amenity Facility will be established by the Board upon consultation with the Facility Manager.
  - Tamaya Hall: Closed on Mondays; Tuesdays-Saturdays: 12:00 pm-6:00 p.m.; Sundays: 1:00 pm.m-5:00 p.m.
  - Tennis Court Hours: Mondays-Thursdays: 7:00 a.m.-9:00 p.m.; (Fridays-Sundays): 7:00 a.m.-10:00 p.m.
  - Fitness Center: 4:00 a.m.-10:00 p.m.
  - Pools: 30 minutes after sunrise until 30 minutes before sunset. (Swim at your own risk)

- Waterslide: (Seasonal Hours) Tuesdays -Saturday: 12:00 p.m.-6:00 p.m.; Sundays: 1:00 p.m.-5:00 p.m.. Open on the Monday of Memorial Day and Labor Day: 12:00 p.m.-6:00 p.m.. If July 4<sup>th</sup> is on a Monday: 12:00 p.m.-6:00 p.m.
  - Basketball: Sunrise -Sunset
4. 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.
  5. 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. Only District employees, District contractors or employees of the Facility Manager are allowed in the service areas of the Amenity Facility.
  7. 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.
  8. 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 Tamaya 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.
  9. Smoking is not permitted at the Amenity Facility except within smoking areas designated by the Amenity Manager, if any.
  10. 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.
  11. No climbing over or swinging on ladders, fences, or railings is allowed.
  12. Residents and Guests of all ages shall treat all staff members with courtesy and respect.
  13. Off-road motorbikes/vehicles are prohibited on all property owned, maintained and operated by the District including, but not limited to, the Amenity Facility.



14. Skateboarding is not allowed on the Amenity Facility property at any time.
15. Bicycles, scooters, and skateboards are not permitted inside any Amenity Facility building (e.g. Tamaya Hall, Fitness Center, Group Exercise Room, Amenity Center Breezeway) or on the pool deck at any time.
15. Performances at the Amenity Facility, including those by outside entertainers, must be approved in advance by the Amenity Manager.
16. 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 unless approved in writing by the Amenity Manager.
17. The Amenity Facility shall not be used for commercial purposes without written permission from the Amenity Manager and the District Manager. The term “commercial purposes” shall mean those activities which involve, in any way, the provision of goods or services for compensation or advertising.
18. 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.
19. 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. This includes, but is not limited to, various athletic events, cultural programs and social events. Should the District be entitled to any of these revenues based on its established rental or usage fees, the Amenity Manager will be required to compensate the District accordingly.
20. Loitering (the offense of standing idly or prowling in a place, at a time or in a manner not usual for law-abiding individuals, under circumstances that warrant a justifiable and reasonable alarm or immediate concern for the safety of persons or property in the vicinity) is not permitted at the Amenity Facility.
21. All Patrons 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.
22. Public displays of affection which are inconsistent with the family-oriented nature of the Amenity Facility, are prohibited.

23. 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. 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. 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. 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. Any Patron shall have, owe, and perform the same obligation to the District and their respective operators, supervisors, employees, representatives, contractors, and agents hereunder with respect to any loss, cost, claim, injury, damage, or liability sustained or incurred by any family member of such Patron.

### **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.

1. 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. 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. 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. If a Service Animal is excluded or removed for being a direct threat to others, the District shall provide the Individual with a Disability the option of continuing access to the District's premises without having the Service Animal on the premises.
4. 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.

***Please note that the facilities at the Amenity Facility are often unsupervised facilities. Persons using the Amenity Facility 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.***

## **GENERAL SWIMMING POOL RULES**

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

#### **A. General Swimming Pool Rules**

1. 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. Children under fifteen (15) years of age must be accompanied at all times by a Patron during usage of the pool facility.
3. No pushing, running, throwing any item or other horseplay is allowed in the pool, slide or on the pool deck area.
4. Diving is prohibited.
5. Radios, tape players, CD players, MP3 players, televisions or other 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.
6. 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.

7. Showers are required before entering the pool.
8. Glass containers are prohibited.
9. 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.
10. Play equipment, such as floats, rafts, snorkels, dive sticks, flotation devices and other recreational items such as balls and pool toys must meet with 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.
11. 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.
12. Pets (except service dogs), bicycles, skateboards, roller blades, scooters and golf carts are not permitted on the pool deck area inside any Amenity Facility gates at any time.
13. 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.
14. Any person swimming during non-posted swimming hours may be suspended or terminated from using the facility.
15. Proper swim attire (no cutoffs or string bikinis) must be worn in the pool.
16. Chewing gum is not permitted in the pool or on the pool deck area.
17. The changing of diapers or clothes is not allowed poolside.
18. No one shall pollute the pool. Anyone who pollutes the pool will be liable for any costs incurred in treating and reopening the pool.
19. Radio controlled watercraft are not allowed in the pool or the pool area.
20. Pool entrances must be kept clear at all times.
21. Swinging on ladders, fences, or railings is not permitted.
22. Pool furniture is not to be removed from the pool area

23. Loud, profane, or abusive language is prohibited.
24. Physical or verbal abuse will not be tolerated.
25. The District is not responsible for lost or stolen items.
26. Chemicals used in the pool/spa may affect certain hair or fabric colors. The District is not responsible for these effects.
27. 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.

B. Additional Rules for Lap Pool

1. Swimmers have priority on the use of the Lap Pool, for the purpose of swimming laps.
2. If swimmers are present, you must clear the lane to avoid interference.

C. Waterslide Rules

1. Any person who uses the waterslide does so solely at his or her own risk.
2. Children less than forty-eight (48) inches tall are not permitted to ride the waterslide.
3. 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. 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. Only one person may ride the waterslide at a time.
6. No shorts with snaps or rivets will be allowed on the slide.
7. Arms and hands must be kept inside the waterslide at times. Users must slide feet first.
8. No jewelry, flotation devices or casts may be worn while using the waterslide.
9. For safety reasons, pregnant women and persons with health conditions or back problems should not ride the waterslide.

## SWIMMING POOL THUNDERSTORM POLICY

The Facility Manager will control whether swimming is permitted in inclement weather, and the pool facility may be closed or opened at his or her discretion.

## FITNESS CENTER POLICIES

**Please note that the Fitness Center is an unattended facility and persons using this facility do so at their own risk. Amenity Facility Staff are not present to provide personal training or exercise consultation to Patrons or guests. Persons interested in using the Fitness Center are encouraged to consult with a physician prior to commencing a fitness program.**

1. *Eligible Users:* Children under sixteen (16) years of age must be accompanied at all times by a Patron during usage of the Fitness Center. No one under the age of twelve (12) is allowed in the fitness center at any time. One guest is permitted.
2. *Food and Beverage:* Food, including chewing gum, is not permitted within the fitness center. Beverages, however, are permitted in the fitness center if contained in non-breakable containers with screw top or sealed lids. Alcoholic beverages are not permitted.
3. *Emergencies:* For all emergencies, call 911 Emergency Services immediately. All emergencies and injuries must also be reported to Amenity Facility Staff.
4. *Hours:* The Fitness Center is available for use by Patrons and guests during the hours of 4:00am to 10:00pm.
5. *General Policies*
  - a. 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 but no swimsuits are allowed.
  - b. Each individual is responsible for wiping off fitness equipment after each use using provided disinfectants.
  - c. Only approved Instructor / Trainers are permitted in the District Fitness Center. The approved Instructor / Trainer list will be in the Facility Manager's office.
  - d. Hand chalk is not permitted to be used in the Fitness Center.
  - e. Radios, tape players, MP3 players, CD players or other electronic devices used to play music or other forms of entertainment are not permitted unless they are personal units equipped with headphones.
  - f. 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.

- g. Fitness equipment may not be removed from the Fitness Center. Weights must remain in the designated free weights area. Weights are not to be taken into the Group Fitness Room unless approved by the Facility Manager.
- h. limit use of cardiovascular equipment to thirty (30) minutes and step aside between multiple sets on weight equipment if other people are waiting.
- i. Return weights to their proper location after use.
- j. 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.
- k. Any fitness program operated, established and run by the Facility Manager may have priority over other users of the District fitness centers.

### **TENNIS FACILITY POLICIES**

**Please note the Tennis Facility is an unsupervised facility and persons using the 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.

1. *Eligible Users.* 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. *Hours.* The Tennis Facility shall be available from 7:00am until 9:00pm during the weekdays and 7:00am until 10:00pm on weekends.
3. *Emergencies:* For all emergencies, call 911 Emergency Services immediately. All emergencies and injuries must also be reported to Amenity Facility Staff.
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.
5. *Availability:* 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. 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).
- f. No Tournaments or Camps are allowed.
- g. Instruction of tennis is not permitted.

6. General Policies

- a. Proper tennis etiquette shall be adhered to at all times. The use of profanity or disruptive behavior is prohibited.
- b. Tennis Courts are to be used for Tennis only.
- c. Persons using the Tennis Facility must supply their own equipment (rackets, balls, etc.).
- d. 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.
- e. 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.
- f. No chairs other than those provided by the District are permitted on the tennis courts.
- g. No jumping over nets.
- h. 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.
- i. Court hazards or damages, such as popped line nails, need to be reported to the Amenity Manager for repair.
- j. Brush court after use is required.

## **TENNIS COURTS: THUNDERSTORM POLICY**

The Amenity Manager, when present, will control whether tennis is permitted in inclement weather, and the tennis courts may be closed or opened at their discretion. Otherwise, play is at your own risk.

### **BASKETBALL FACILITY POLICIES**

**Please note the Basketball Facilities are unsupervised facilities and persons using the 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.**

1. *Eligible Users.* Children under twelve (12) years of age must be accompanied at all times by a Patron, during use of the Basketball Facility. The maximum number of people on the Basketball Court is 10. There is a limit of 4 Guests per Household at any time.
2. *Hours.* The Basketball Facilities are available for use from sunrise until sunset. The facilities may not be used after dark.
3. *Emergencies:* For all emergencies, call 911 Emergency Services immediately. All emergencies and injuries must also be reported to Amenity Facility Staff.
4. *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.
5. 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.
6. *General Policies*
  - a. The use of profanity or disruptive behavior is prohibited.
  - b. Persons using the Basketball Facilities must supply their own basketballs. Basketball, if available, may be obtained from the office.
  - c. 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. 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. No chairs other than those provided by the District are permitted on the courts.
  - f. The courts must be left clean after use. Pick up all trash, cups, plastic bottles, etc.

## EVENT LAWN POLICIES

**Please note the Event Lawn is unattended facility and persons using the facility do so at their own risk.**

The District offers an Event Lawn. The following policies apply:

1. *First Come Basis.* The lawn is available for use by Patrons only on a “first come, first served” basis.
2. *Vehicles.* 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. *Chalking.* Chalking or marking the lawn must be approved in advance, if at all, and proper marking materials must be used.
4. *Glass Containers.* No glass containers or breakable objects of any kind are permitted on the lawn.
5. *Pets.* Pets must be kept on leash, and Patrons must pick up and dispose of pet waste in appropriate receptacles.
6. *Equipment.* Patrons are responsible for bringing their own equipment.
7. *Golfing.* Golfing is not permitted on the lawn.
8. *Sports Instruction.* Except as expressly authorized by the District, sports instruction for fees, or solicitation of sports instruction for fees, is prohibited.

The lawn must be left clean after use. Pick up all trash, cups, plastic bottles, etc

## PLAYGROUND POLICIES

**Please note the Playground is an unattended facility and persons using the facility do so at their own risk.**

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

1. Supervision by someone who is sixteen (16) years of age and older is required for children under the age of twelve (12) years old. Supervision by someone under the age of sixteen (16) years of age is permitted with written consent of the parent of the child

being supervised. All children must remain in the sight of parents/guardians. All children are expected to play cooperatively with other children.

2. Footwear is required. Loose clothing, especially with strings, is prohibited.
3. 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.
4. No food, drinks or gum are permitted on the playground.
5. No pets of any kind are permitted at the playground.
6. No glass containers are permitted at the playground.
7. No jumping off from any climbing bar or platform.
8. Profanity, rough-housing, and disruptive behavior are prohibited.
9. If anything is wrong with the equipment or someone gets hurt, notify the District immediately.
10. The playground must be left clean after use. Pick up all trash, cups, plastic bottles, etc

### **NO FISHING POLICY**

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.

### **GENERAL FACILITY RENTAL POLICY**

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. A wedding and reception may be booked more than four (4) months prior to the event. In addition, each household may rent a portion of the Amenity Facility no more than six (6) times per calendar year. Persons interested in doing so should contact the Amenity Manager regarding the anticipated date and time of the event to determine availability. Please note that 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  
 Labor Day  
 Christmas Day

Memorial Day  
 Thanksgiving  
 New Year's Eve

4<sup>th</sup> of July  
 Christmas Eve

1. *Rentals:* Certain portions of the Amenity Facility may be rented by the following individuals/groups:
  - A. Residents (includes both events held by the Resident and events sponsored by the Resident)
  - B. Renters
  - C. Non-Resident Members
  - D. Homeowners Association
  - E. Community Clubs
  
2. *Available Facilities:* 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. For Community Use, rental fees may be waived; however, a refundable damage security deposit shall be required. For private events, the following rental fees shall apply:

<b><u>Event Facility Rentals</u></b>	<b><u>Rental Rate</u></b>	<b><u>Security Deposit</u></b>
• Boardroom (Up to 4 Hours, Limit of 12 people):	\$150.00	\$150.00 <b>Additional \$25.00 p/hour</b>
• Pool Cabana (Up to 4 Hours, Limit of 25 people, includes use of pool):	\$150.00	\$150 <b>Additional \$25.00p/hour</b>
• Palm Court & Bar (Up to 4 Hours, Limit of 50 people, includes use of Pool):	\$200.00	\$200.00 <b>Additional \$25 p/hour</b>
• Tamaya Hall (Up to 6 Hours, Limit of 80 people):	\$700.00	\$750.00 <b>Additional \$25.00 p/hour</b>
• Tamaya Hall, Palm Court & Bar (Up to 8 Hours, does not include use of Pool):	<b>\$1,050.00</b>	\$750.00

- Group Fitness Room (Up to 4 Hours, Limit of 25 people):
 \$200.00
\$350.00
  
- : 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 following policies. 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. Patrons shall be responsible for any damage caused by their guests and, if a rental company is being used for the rental period, Patrons are encouraged to use a rental company that provides insurance for the District's property, including the Large Event Lawn. Any use of the Large Event Lawn by more
 No Charge
\$350.00

than 100 guests shall require the District's written approval.

NOTE: All of the Rental Rates set forth in the above chart are subject to the Credit Card Convenience Fee.

**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.**

3. *Reservations:* 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. Patrons interested in reserving a room must submit to the Amenity Manager Staff a completed Facility Use Application. 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. 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.
4. *Deposit and Payment:* 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. 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.
5. *Deposit:* 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.
- j. Pets (with the exception of "Service Animals") are prohibited from any and all rented facilities.

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.

- 6. *Staffing*: During the Amenity Facility's operating hours in which Amenity Facility Staff is present, private events with twenty-five (25) people or less are not required to pay for additional staff unless otherwise required by the District. For events with more than twenty-five (25) people during operating hours, or for events after operating hours, additional staff will be required at a rate determined by the Facility Manager per event.
- 7. *Alcohol Policies*: 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. 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. 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*. Patrons must hire a certified bartender to dispense alcohol.
- 8. *Additional Policies*: 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, breakable items or alcohol are permitted in the Pool Area.

### **SUSPENSION AND TERMINATION OF PRIVILEGES**

1. **Introduction.** This rule addresses the suspension and termination of privileges to use the Beach Community Development District's ("District") recreational facilities ("Amenities").
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 may be suspended or terminated if the Patron engages in any of the following behavior:
  - a. Submits false information on any application for use of the Amenities.
  - b. Permits the unauthorized use of an amenity pass.
  - c. Exhibits unsatisfactory behavior, deportment or appearance.
  - d. Fails to pay fees owed to the District in a proper and timely manner.
  - e. Fails to abide by any policies or rules established for the use of the Amenities.
  - f. Treats the District's supervisors, staff, facility management, contractors, or other representatives, or other Patrons, in an unreasonable or abusive manner.

- g. Does not follow instructions of the Amenity Manager or staff or provides false answers to the Amenity Manager or staff upon questioning.
  - h. Damages or destroys District property.
  - i. 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.
3. **Reporting of Violations.** For all offenses outlined in Section 2 above, the District Manager, or District's Amenity Manager, shall create a written report of the incident, which report shall 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 shall 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.
4. **Suspension by the District Manager or District's Facility Manager / 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. A Patron subject to a suspension under this Section 4 may appeal the suspension to the District's Board of Supervisors ("Board") by filing a written request for an appeal, which written request 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.
5. **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 shall 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 shall take into account the nature of the violation and any prior violations.

6. **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.