

**JOINT AMENITY FACILITIES RULES, POLICIES
AND FEES

OF THE

VARREA SOUTH
COMMUNITY DEVELOPMENT DISTRICT
AND
VARREA NORTH
COMMUNITY DEVELOPMENT DISTRICT**

Adopted August 9, 2024

**JOINT AMENITY FACILITY POLICIES:
Varrea South Community Development District
Varrea North Community Development District**

Law Implemented: ss. 190.011, 190.035, Fla. Stat. (2024)

EFFECTIVE DATE: AUGUST 9, 2024

In accordance with Chapter 190 of the Florida Statutes, and on, August 9, 2024 at a duly noticed public meeting and after a duly noticed public hearing, the Boards of Supervisors of the Varrea South Community Development District and Varrea North Community Development District adopted the following rules / policies to govern the operation of the Districts' Amenity Facilities. All prior rules / policies of the Districts governing this subject matter are hereby rescinded.

DEFINITIONS

"Access Card" – shall mean the identification card issued to Patrons.

"Amenity Facilities" or "Amenity" - shall mean the properties and areas owned by the Districts and intended for recreational use and shall include, but not specifically be limited to, the amenity center, a swimming pool, fitness center, playground, basketball court, stormwater ponds, multi-purpose room, and dog park together with their appurtenant facilities and areas.

"Amenity Facilities Policies" or "Policies" - shall mean these Rules, Policies and Fees for the Amenity Facilities of the Districts, as amended from time to time.

"Amenity Manager" - shall mean the District Manager or that person or firm so designated by each respective District's Board.

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

"Board" or "Boards" - shall mean Board of Supervisors of the Varrea South Community Development District and the Varrea North Community Development District. Each individually may be referred to herein as a "Board."

"Districts" - shall mean the Varrea South Community Development District and the Varrea North Community Development District, each a political subdivision of the State of Florida, created pursuant to Chapter 190 of the Florida Statutes. Each individually may be referred to herein as a "District."

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

"Guest" - shall mean any Non-Resident invited by a Patron to participate in the use of the Amenity Facilities.

"Non-Resident User" - shall mean any person or persons not currently residing in or owning property in a District who is paying the Annual User Fee to a District for the non-exclusive privilege to use the Amenity Facilities.

"Patron" or "Patrons" - shall mean Residents, Non-Resident Users, and Renters who are eighteen (18) years of age or older.

"Property Owner" or "Resident" - shall mean that person or persons having fee simple ownership of property within a District.

"Renter" - shall mean any tenant residing in a Resident's home pursuant to a valid rental or lease agreement.

PURPOSE

This document, jointly prepared and agreed to by the Boards, applies to all Patrons for the usage of all Amenity Facilities within both Districts. Compliance with the Policies and provisions is mandatory and will be enforced.

The Boards, the District Manager(s), the Amenity Manager(s) and Staff shall have full authority to enforce these Policies. However, each Board by a vote at a public meeting, District Manager, and/or Amenity Manager shall have the authority in their sole discretion to waive strict application of any of these Policies when prudent, necessary or in the best interest of the applicable District and Patrons, provided however, any permanent waiver must be approved by both Boards and such a temporary waiver of any Policy by the Amenity Manager shall not constitute a continuous, ongoing waiver of said Policy.

The Boards jointly reserve the right to amend, modify, or delete, in part or in their entirety, these Policies, when necessary, at a duly-noticed Board meeting, and will notify the Patrons of any changes. Use of the Amenity Facilities may be subject to payment of applicable fees or rates set by the respective Districts. To change or modify rates or fees beyond the increases specifically allowed by District(s) rules and regulations, the Boards must hold a duly-noticed public hearing on said rates and fees. Each District may unilaterally update rules specific to Amenity Facilities solely within their respective boundaries.

ANNUAL USER FEE

The Annual User Fee for any Non-Resident User is identified in **Exhibit A** attached hereto. This payment must be paid in full at the time of completion of the Non-Resident User application. This fee will permit the use of all Amenity Facilities for one (1) full year from the date of receipt of payment by a District. Each subsequent renewal shall be paid in full on the anniversary date of application for use of the Amenity Facilities by such Non-Resident User. Such fee may be increased, by action of the Boards, to reflect increased costs of operation of the Amenity Facilities; such increase may not exceed ten percent (10%) per year. Annual User Fees may be renewed no more than thirty (30) days in advance of the date of expiration and for no more than one calendar year. Multi-year memberships are not available. The Annual User Fee is nonrefundable and nontransferable. The use of the Amenity Facilities is not available for commercial purposes.

ACCESS CARDS

- (1) Patrons must use, or present upon request, their Access Cards to gain access to the Amenity Facilities. Patrons will scan their Access Cards in the card reader in order to unlock the doors or access gate. Under no circumstance should a Patron provide an Access Card to another person to allow him or her to use the Amenity Facilities.

- (2) Each Patron family will receive two (2) Access Cards per lot (not per Patron) upon registration with the Amenity Managers.
- (3) Access Cards are the property of the Districts and are non-transferable except in accordance with the Policies.
- (4) All lost or stolen cards need to be reported immediately to the Amenity Manager. The charge to replace lost or stolen cards is identified in **Exhibit A** attached hereto. A Patron with a lost or stolen Access Card will be financially responsible for damages resulting from unreported loss or theft of the access card.

GUESTS

- (1) Patrons bringing a Guest(s) are responsible for any and all actions taken by such Guest(s). Violation by a Guest on any of these Policies could result in loss of that Patron's privileges. Guests must be accompanied by the Patron.
- (2) Guests must be accompanied by the Patron.
- (3) Except for Registered Events (as defined herein), no more than two (2) persons per Patron are permitted as Guests to the Amenity Facilities at one time. For purposes of this limitation, Resident Patrons are limited to two (2) guests per homeowner (according to property appraiser records), Non-Resident User Patrons are limited to two (2) guests per Non-Resident User, and Renter Patrons are limited to two (2) guests per person named on the lease as the renter/tenant of the Resident's home.
- (4) For purposes of Registered Events, the number of Guests is instead limited to the event registration information approved by the Amenity Manager, which may not exceed the room or meeting space maximum pursuant to applicable building and safety codes.
- (5) Babysitters/caregivers are considered Guests and must provide a notarized written statement from the child's or children's parents or guardians authorizing custodial rights and proof of proper identification listing an emergency contact.

RENTER'S PRIVILEGES

- (1) Property Owners who rent out or lease out their residential unit(s) in the Districts shall have the right to designate the Renter of their residential unit(s) as the beneficial users of the Property Owner's Amenity Facilities privileges.
- (2) In order for the Renter to be entitled to use the Amenity Facilities, the Renter must complete the Non-Resident User application. The Annual User Fee will then be waived for the Renter. A Renter who is designated as the beneficial user of the Property Owner's Amenity

Facilities privileges shall be entitled to the same rights and privileges to use the Amenity Facilities as the Property Owner.

- (3) During the period when a Renter is designated as the beneficial user of the Property Owner's privilege to use the Amenity Facilities, the Property Owner shall not be entitled to use the Amenity Facilities with respect to that property.
- (4) Property Owners shall be responsible for all charges incurred by their Renters which remain unpaid after the customary billing and collection procedure established by the Districts. Property Owners are responsible for the behavior of their respective Renter.
- (5) Renters shall be subject to such other rules and regulations as the Boards may adopt from time to time.

GENERAL FACILITY PROVISIONS

All Patrons and Guests using the Amenity Facilities are expected to conduct themselves in a responsible, courteous and safe manner, in compliance with the Policies. Violation of the Policies and/or misuse or destruction of Amenity Facility equipment may result in the suspension or termination of Amenity Facility privileges with respect to the offending Patron or Guest.

The Boards reserves the right to amend, modify or delete, in part or in their entirety, these Policies when necessary, at duly-noticed Board meetings. However, in order to change or modify rates or fees beyond the increases specifically allowed for by the Districts' rules and regulations, the Boards must hold duly-noticed public hearings on said rates and fees.

- (1) In order to enter and/or utilize the following Amenity Facilities, children under 18 years of age must be accompanied by a Patron or Guest who is 18 years of age or older unless specifically stated elsewhere in the Policies:

<u>Amenity Facility</u>	<u>Age of Minor Requiring Accompaniment</u>
Playgrounds/Tot Lot	Under 10 years of age
Basketball Facilities	Under 12 years of age
Pool and Water Slide Facilities	Under 14 years of age
Dog Park	Under 16 years of age
Fitness Center	No entrance/use under 14 years of age. See "Fitness Center Policies" herein for further details.
Multi-Purpose Room	Under 14 years of age
Stormwater Ponds	Under 13 years of age

- (2) Pets and Service Animals. Dogs and all other pets (with the exception of service animals, as such term is defined by the Americans with Disabilities Act) shall not be permitted at the Amenity Facilities (with the exception of the dog park). Dogs and all other pets (with the exception of service animals, as such term is defined by the Americans with Disabilities Act) must be kept on a leash at all times on property that is owned by a District other than the Dog Park, including, but not limited to the stormwater pond banks. As a point of clarity, animals whose sole function is to provide comfort or emotional support do not qualify as service animals.
- (3) Vehicles must be parked in designated areas. Vehicles should not be parked on grass lawns or in any way which blocks the normal flow of traffic.
- (4) Fireworks of any kind are not permitted anywhere at or on the Amenity Facilities or adjacent areas.
- (5) The Boards, Amenity Manager(s) and/or the District Manager(s) shall have full authority to enforce these policies.
- (6) Smoking of any kind using any device is not permitted at any Amenity Facility.
- (7) Glass and other breakable items are not permitted at any Amenity Facility.
- (8) Patrons and their Guests shall treat all staff members with courtesy and respect.
- (9) Off-road bikes/vehicles are prohibited on all property owned, maintained or operated by a District or on any of the Amenity Facilities.
- (10) The Districts will not offer childcare services at any of the Amenity Facilities.
- (11) Skateboarding and rollerblading are not allowed on the Amenity Facilities property at any time.
- (12) Events/performances at any Amenity Facility, including those by outside entertainers, must be approved in advance by the Amenity Manager.
- (13) Alcoholic beverages are not permitted at any Amenity Facility.
- (14) Commercial advertisements shall not be posted or circulated in the Amenity Facilities. Except as may otherwise be permitted by law, petitions, posters or promotional material shall not be originated, solicited, circulated or posted on Amenity Facilities property unless approved in writing by the Amenity Manager.
- (15) The Amenity Facilities 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. Notwithstanding the foregoing, the District may authorize

community events or limited use of District facilities which involve the provision of goods or services pursuant to a separate agreement.

- (16) Firearms or any other weapons are not permitted in any of the Amenity Facilities unless otherwise authorized pursuant to Florida law.
- (17) Amenity Managers reserve the right to authorize all programs and activities, including the number of participants, equipment and supplies usage, facility reservations, etc., at all Amenity Facilities, except fees that have been established by the Boards.
- (18) 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 any Amenity Facility.
- (19) All Patrons and Guests shall abide by and comply with any and all federal, state and local laws and ordinances while present at or utilizing the Amenity Facilities and shall ensure that any minor for whom they are responsible also complies with the same.
- (20) Portable grills of all kinds are prohibited at the Amenity Facilities.

AMENITY FACILITY OPERATIONS

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

Emergencies: After contacting 911, when appropriate, all emergencies and injuries must be reported to the office of the Amenity Manager (phone number 813-421-9898).

Please note that the Amenity Facilities are unattended facilities. Persons using the Amenity Facilities do so at their own risk. Staff members are not present to provide personal training, exercise consultation or athletic instruction, unless otherwise noted, to Patrons or Guests. Persons interested in using the Amenity Facilities are encouraged to consult with a physician prior to commencing a fitness program.

LOSS OR DESTRUCTION OF PROPERTY OR INSTANCES OF PERSONAL INJURY

- (1) Each Patron and each Guest, as a condition of using the Amenity Facilities, assumes sole responsibility for his or her property. The Districts and its contractors shall not be responsible for the loss or damage to any private property used or stored on or in any of the Amenity Facilities.
- (2) No person shall remove from the room in which it is placed or from any Amenity Facility, any property or furniture belonging to a District or its contractors without proper authorization from the Amenity Manager. Patrons shall be liable for any property damage

and/or personal injury at the Amenity Facilities or at any activity or function operated organized, arranged or sponsored by the District or its contractors, which is caused by the Patron or the Patron's Guest or family member(s). The Districts reserve 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 Guest or family member(s).

- (3) Any Patron, Guest or other person who, in any manner, makes use of or accepts the use of any apparatus, appliance, facility, privilege or service whatsoever owned, leased or operated by a District or its contractors or who engages in any contest, game, function, exercise, competition or other activity operated organized, arranged or sponsored by a District or its contractors, either on or off the Amenity Facilities' premises, shall do so at his or her own risk, and shall hold the Amenity Facilities' owners, the Districts, the Boards, 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 or omission of a District or their respective operators, supervisors, employees, contractors or agents. Any Patron shall have, owe, and perform the same obligation to the Districts 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 Guest or Patron.
- (4) Should any party bound by these Policies bring suit against a District, a Board or staff, agents or employee of a District or any Amenity Facility operator or its officers, employees, representatives, contractors or agents in connection with any event operated organized, arranged or sponsored by a District or any other claim or matter in connection with any event operated organized, arranged or sponsored by a District, and fail to obtain judgment therein against a District or the Amenity Facilities' operators, officers, employees, representatives, contractors or agents, said party bringing suit shall be liable to the prevailing party (i.e. the District, etc.) for all costs and expenses incurred by it in the defense of such suit, including court costs and attorney's fees through all appellate proceedings.

GENERAL SWIMMING POOL RULES
NO LIFEGUARD ON DUTY -SWIM AT YOUR OWN RISK

- (1) Usage by children is subject to age accompaniment requirements set forth herein.
- (2) Guests must be accompanied by a Patron. Patrons are responsible for the conduct of their guests.
- (3) No diving, jumping, pushing, running or other horseplay is allowed in the pool or on the pool deck area.
- (4) Hanging on the lane lines, interfering with the lap-swimming lane, and diving are prohibited.

- (5) Any music playing device and/or televisions are not permitted unless they are personal units equipped with headphones.
- (6) Swimming is permitted only during designated hours as posted at the pool, and such hours are subject to change at the discretion of the Amenity Manager. Swimming after dusk is prohibited by the Florida Department of Health. Patrons and Guests swim at their own risk and must adhere to swimming pool rules at all times.
- (7) Showers are required before entering the pool.
- (8) Alcohol and glass containers are prohibited.
- (9) Food is prohibited on the pool deck area.
- (10) Children under three (3) years of age, and those who are not reliably toilet trained, must wear rubber lined swim diapers, as well as a swimsuit over the swim diaper, to reduce the health risks associated with human waste in the swimming pool/deck area.
- (11) The Amenity Manager is authorized to direct the discontinued usage of play equipment, such as floats, rafts, snorkels, dive sticks, and flotation devices during times of peak or scheduled activity at the pool or if the equipment causes a safety concern.
- (12) 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.
- (13) Bicycles, skateboards, roller blades, scooters and golf carts are not permitted on the pool deck area or inside the Amenity Facilities.
- (14) 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.
- (15) Any person swimming during non-posted swimming hours may be suspended from using the facility.
- (16) Proper swim attire, swimsuits or board shorts, shirts that are made of dry fit material must be worn in the pool. No street clothes, cut offs or gym shorts are permitted in the pool at any time.
- (17) No chewing gum is permitted in the pool or on the pool deck area.
- (18) For the comfort of others, the changing of diapers or clothes is not allowed poolside.
- (19) No one shall pollute the pool. Anyone who pollutes the pool is liable for any costs incurred in treating and reopening the pool.
- (20) Radio controlled watercraft are not allowed in the pool area.

- (21) Pool entrances must be kept clear at all times.
- (22) No swinging on ladders, fences or railings is allowed.
- (23) Pool furniture is not to be removed from the pool area.
- (24) Loud, profane or abusive language is absolutely prohibited.
- (25) No physical or verbal abuse will be tolerated.
- (26) Tobacco products are not allowed in the pool area.
- (27) Illegal drugs are not permitted.
- (28) Chemicals used in the pool/spa may affect certain hair or fabric colors. The Districts are not responsible for these effects.
- (29) The pool and covered lanai area may not be rented or reserved at any time; however, access may be limited at certain times for various District functions or Registered Events.
- (30) Food, beverages, glass containers, and animals are prohibited in the pool.
- (31) Pets are generally prohibited. Individuals with a disability and service animal trainers may be accompanied by a service animal, as defined in Chapter 413.08, F.S., but the service animal is not allowed to enter the water in order to prevent a direct threat to the health of pool patrons.

SWIMMING POOL WATER SLIDE RULES

- (1) In addition to the rules set forth in this section, all General Swimming Pool Rules apply to water slide usage.
- (2) Usage by children is subject to age accompaniment requirements set forth herein.
- (3) Slide may not be used unless (i) a certified lifeguard (“**Slide Attendant**”) is present, (ii) the slide gate is opened, and (iii) the water slide dispatch and traffic control system (“**Dispatch System**”) is functioning. Riders must wait for the green light indicated on the Dispatch System to indicate the rider is cleared to enter the slide surface. In addition to the Dispatch System, Riders must follow all directions from the Slide Attendant. Slide Attendant may request riders demonstrate their ability to swim prior to using the slide. Slide Attendant and/or Amenity Manager is authorized to direct the discontinued usage of the slide during times of peak or scheduled activity at the pool or if the equipment causes a safety concern.
- (4) Riders must be a minimum of 42 inches tall.

- (5) Riders must be 300 pounds or less.
- (6) Riders must be in good general health. Persons with heart or back conditions shall not ride. Pregnant women are strongly discouraged from using the slide and should consult with physician prior to using the slide.
- (7) Riders must be seated and wait for the attendant approval to start down the slide.
- (8) Riders must be in the proper riding position (lying on back, feet first, arms crossed or hands interlocked behind head, legs crossed at the ankles).
- (9) No standing or head first riding. No climbing or walking up the slide.
- (10) Only one rider may go down the slide at a time – No multiple or chain riding.
- (11) No life jackets, inner tubes, water wings, jewelry, cut off jeans or tee shirts or other “street clothes” are allowed – Proper swim wear is required.
- (12) No riders under the influence of alcohol or drugs are permitted.
- (13) Riders must exit the slide quickly and clear the plunge area completely prior to next rider.

SWIMMING POOL: POOLSIDE CABANA AND SEATING POLICY

All poolside cabana and seating are available on a first-come-first-service basis. Reservations are prohibited.

SWIMMING POOL: FECES POLICY

- (1) If contamination occurs, the pool will be closed for twelve (12) hours or more as necessary so that remedial measures may be taken to ensure safe swimming conditions in accordance with Department of Health rules.
- (2) Parents/guardians should take their children to the restroom before entering the pool.
- (3) Children under three (3) years of age, and those who are not reliably toilet trained, must wear rubber lined swim diapers and a swimsuit over the swim diaper.

DISTRICT PLAYGROUND/TOT LOT POLICIES

- (1) The playground is intended for use by children between the ages of 5-12 years old. Usage by children is subject to age accompaniment requirements set forth herein.
- (2) No roughhousing on the playground.

- (3) Persons using the playground must clean up all trash brought to the playground. Food and glass containers are prohibited.
- (4) Do not use the play equipment when it is wet.
- (5) Wear proper footwear – no bare feet.
- (6) The use of profanity or disruptive behavior is absolutely prohibited.
- (7) Patrons and Guests who use the playground do so at their own risk.
- (8) The playgrounds may not be reserved or rented by Patrons; however, they may be reserved by the District for District-sponsored events or functions.
- (9) The playground's operating hours are to be established and posted by the Amenity Manager.
- (10) Failure to follow the above rules may result in restriction from use of the playground.

MULTI-PURPOSE ROOM POLICIES

- (1) Usage by children is subject to age accompaniment requirements set forth herein.
- (2) Persons using the multi-purpose room must clean up all trash brought therein. Each person is responsible for wiping off surfaces after use.
- (3) Food and beverages are permitted only in designated areas and must be in non-breakable containers with screw top or sealed lids. Glass containers are prohibited.
- (4) Smoking of any kind and alcoholic beverages are not permitted within the multi-purpose room.
- (5) Patrons and Guests may not use or enter the multi-purpose room when clothes are wet.
- (6) Pets are not permitted in the multi-purpose room.
- (7) Report any spills or accidents to the facility manager immediately.
- (8) Furniture, games, décor, and accessories may not be removed from the multi-purpose room.
- (9) Wear proper footwear and clothing – no bare feet, swimwear, or wet clothing is permitted.
- (10) The use of profanity or disruptive behavior or roughhousing is absolutely prohibited. Keep noise levels to a minimum to avoid disturbing other users. Music playing devices are not permitted unless they are personal units equipped with headphones.

- (11) The multi-purpose room may not be reserved or rented by Patrons; however, they may be reserved by the District for District-sponsored events or functions.
- (12) The multi-purpose room's operating hours are to be established and posted by the Amenity Manager.
- (13) Members and their guests will be held responsible for any damage to the furniture, equipment, or game accessories. Costs for repair or replacement of damaged items may be charged to the responsible member's account.
- (14) The multi-purpose room is an unattended facility. Persons using the facility do so at their own risk. The District's staff and contractors are not responsible for any accidents, injuries, or lost, stolen, damaged, or misplaced items. Any theft or suspicious activity should be reported to the facility manager immediately. Users caught stealing or damaging property will face disciplinary action, which may include suspension of facility privileges and legal action.
- (15) Failure to follow the above rules may result in restriction from use of the multi-purpose room. Facility staff and management have the authority to enforce these rules.

DOG PARK POLICIES

- (1) The park's operating hours are to be established and posted by the Amenity Manager.
- (2) The park is not staffed and shall be used at the user's own risk. The Districts are not responsible for injuries to visiting dogs, their owners, or others using the park. Voluntary use of the park evidences waiver of any claims against the Districts resulting from activities occurring at the park.
- (3) Usage by children is subject to age accompaniment requirements set forth herein.
- (4) Users of the park must dispose of trash in proper receptacle.
- (5) All dog handlers are responsible for the behavior of their dogs at all times.
- (6) Dogs must be leashed while entering and exiting dog park.
- (7) Dog waste must be cleaned up by handler immediately.
- (8) Handlers must be within dog park and supervising their dog with leash readily available.
- (9) Handlers must be at least 16 years of age.
- (10) Aggressive dogs must be removed immediately.
- (11) Dogs should be under voice control.

- (12) Dogs shall be up-to-date on vaccinations prior to entering the park, and shall have current rabies and applicable license tags clipped to their collars at all times
- (13) Handlers must immediately fill in any holes dug by their dogs.
- (14) Dogs in heat, with fleas, skin conditions, or are otherwise ill are not allowed in the park.
- (15) Limit two (2) dogs per dog handler.
- (16) Puppies under four months of age shall not enter the dog park.
- (17) Human or dog food inside the dog park is prohibited.
- (18) Dog toys are not permitted inside the dog park.
- (19) The dog park is designated a “No Smoking” area.

FITNESS CENTER POLICIES

Fitness Center is open all hours unless posted otherwise.

Eligible Users: Patrons and Guests eighteen (18) years of age and older are permitted to use the fitness center. No children under the age of eighteen (18) are allowed in the fitness center at any time, unless such child is at least fourteen (14), has their parent/guardian approval and satisfies the following steps: Children complete a fitness orientation with the Amenity Manager and an executed liability release is provided signed by the parent/guardian.

Smoking, Food and Beverage: Smoking of any kind and 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.

Please note the fitness center is an unattended facility, persons using the facility do so at their own risk. The Districts, staffs, and contractors are not responsible for any accidents, injuries, or lost, stolen, damaged, or misplaced items.

- (1) Appropriate attire 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).
- (2) Each individual is responsible for wiping off fitness equipment after use.
- (3) Use of personal trainers by Patrons or Guests is not permitted in the fitness center.
- (4) Hand chalk is not permitted to be used in the fitness center.

- (5) Music playing devices are not permitted unless they are personal units equipped with headphones.
- (6) No bags, gear or jackets are permitted on the floor of the fitness center or on the fitness equipment.
- (7) Weights or other fitness equipment may not be removed from the fitness centers.
- (8) Please limit use of cardiovascular equipment to thirty (30) minutes and step aside between multiple sets on weight equipment if other persons are waiting.
- (9) Please be respectful of others. Allow other Patrons and Guests to also use equipment.
- (10) Please replace weights to their proper location after use.
- (11) 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.
- (12) Pets are not permitted in the fitness center.

BASKETBALL COURT

All Patrons and Guests using the Basketball Court are expected to conduct themselves in a responsible, courteous and safe manner. Disregard or violation of the Policies and misuse or destruction of court equipment may result in the suspension or termination of court privileges. Guests may use the court only if accompanied by a Patron.

Please note that the court is an unattended facility and persons using the facility do so at their own risk. Persons interested in using the court are encouraged to consult with a physician prior to using the facility.

Policies:

- (1) Proper etiquette shall be adhered to at all times. The use of profanity or disruptive behavior is prohibited.
- (2) Persons using the court must supply their own equipment.
- (3) The court is for the play of basketball only. Pets, roller blades, bikes, skates, skateboards, and scooters are prohibited from the court.
- (4) Beverages are permitted at the court if contained in non-breakable containers with screw top or sealed lids. No glass containers are permitted on the courts. Alcoholic beverages are not permitted on courts.
- (5) No chairs other than those provided by the Districts are permitted on the courts.

FISHING AND POND POLICY

- (1) Patrons and Guests thirteen (13) years of age and older may fish in the District's lakes/retention ponds ("**Ponds**") within the District, provided that such use does not violate any ordinance, resolution, law, permit requirement, or regulation of any governmental entity relating to the Ponds.
- (2) Guests fishing in the Ponds must be accompanied by a Patron when fishing in the Ponds.
- (3) Patrons and Guests fishing in the Ponds must present, upon request, a District-issued fishing pass. Patrons may obtain the pass, and replacements thereof, from the Amenity Manager free of charge.
- (4) No children under the age of thirteen (13) are allowed on the Pond banks at any time, unless accompanied by an adult.
- (5) Pets are not allowed in the Ponds or on the Pond banks at any time.
- (6) Patrons and Guests fishing in the Ponds shall remove and properly dispose of all garbage, fishing line, hooks and all other materials/supplies.
- (7) The District request that everyone respect your fellow neighbor/property owner and access the Ponds through the proper access points. Patrons and Guests may not fish from Ponds that are only accessible from private property without written permission from the private property owner.
- (8) No watercraft except authorized maintenance vehicles are allowed in the Ponds. Any violation of this policy will be reported to the local authorities.
- (9) The District has a catch and release policy for all fish and any other aquatic wildlife caught in the Ponds, requiring that any fish or other aquatic wildlife caught immediately be returned to the Ponds from where it was caught. The purpose of the Ponds is to help facilitate the District's natural water system for run off and overflow. As a result, contaminants may be present in the water. Anyone who violates this provision does so at their own risk.
- (10) Swimming is prohibited in all of the Ponds. Please use the pool at the Amenity Facilities for swimming activities.
- (11) Beware of wildlife - water moccasins and other snakes, alligators, snapping turtles, and other wildlife which may pose a threat to your safety are commonly found in stormwater management facilities in Florida.

EVENT SPACE RENTAL POLICIES – REGISTERED EVENTS

Patrons may reserve space in the Amenity Facilities (“**Event Space**”) by registration with the Amenity Manager's office for various meetings, classes, events, etc. Upon approval by the Amenity Manager, the requested event will be considered a “**Registered Event**.”

Below are the guidelines set forth and agreed upon by the Board and Amenity Manager regarding Registered Events:

- (12) Registered Events are limited to a maximum of five (5) hours per event, including set up and clean up time. The five (5) hour limitation can only be exceeded upon specific authorization from the Boards.
- (13) Patrons may not hold more than four (4) Registered Events in any twelve (12) month period.
- (14) The daily guest limitation shall not apply to Registered Events. The maximum number of persons attending any event shall not exceed the limitation determined by the Amenity Manager, which in no case may exceed the room or meeting space maximum pursuant to applicable building and safety codes.
- (15) Applicant must be a Patron who will be responsible for ensuring that their Guests adhere to the policies set forth herein.
- (16) All applicants will be required to fill out and sign the Amenity Facility Event Space Rental Application available from the Amenity Manager's office, a form of which is attached hereto as **Exhibit C** (form may be updated from time to time).
- (17) Registered Events are subject to the schedule of fees/deposits set forth herein and Exhibit A.
- (18) Reservations of Event Space are on a first come, first serve basis and are subject to approval by the Amenity Manager. Amenity Manager has the authority to reasonably deny a reservation request. Denial of a request may be appealed in writing to the Board for consideration. Reservations are not available when the Event Space has been otherwise reserved for use by the Districts or HOAs.
- (19) Registered Events are not available for rentals during January 1, Easter Sunday, Memorial Day Weekend, July 4, Labor Day Weekend, Thanksgiving Day, December 24, December 25, December 31 or any other weekend on which a federal holiday falls on either a Monday or Friday.
- (20) In the event the Patron wishes to cancel the reservation once the reservation has been approved and confirmed by the Amenity Manager, such cancellation must occur at least

one (1) week prior to the date of reservation. Any cancellation within one (1) week of the date of such reservation will forfeit its refundable deposit.

- (21) Upon application for use of the Amenity Facilities, the Amenity Manager will determine if a paid attendant will be necessary. If an attendant is necessary, the party requesting the Event Space will be required to pay the costs associated with the attendant.
- (22) Additional Event Liability Insurance coverage in the amount of One Million Dollars (\$1,000,000) may be required for certain events the District determines should require additional Event Liability coverage on a case by case basis (to be reviewed by the District Manager or the Boards). The District shall be named as an additional insured party on any such policies, and a certificate of insurance illustrating the appropriate coverage amount and parties is to be provided to the District Manager prior to the event.
- (23) During Registered Events, except for the Event Space, all other areas of the Amenity Facilities, including the pool and pool area, including the surrounding decks and furniture, shall remain open to all Patrons and their Guests during normal operating hours.
- (24) No open burning or campfires are allowed at the Amenity Facilities or other District property.
- (25) Patrons are not allowed to bring or use grills or smokers at the Amenity Facilities.

Schedule of Fees/Deposits:

- (1) A refundable security deposit in the amount set forth in Exhibit A shall be charged to the persons making the reservation and shall be submitted to the Amenity Manager's Office in the form of a separate check (which shall be made payable to the District). The deposit will be returned after the Registered Event is complete provided there is no evidence of damage to the facility and the Patron abided by these Policies. The Amenity Manager shall determine the amount of deposit to be returned, if any. If damages occurred to the Event Space or its surrounding property or facilities, the Patron reserving the room will be liable for any expenses incurred by the Districts to hire an outside contractor to remediate the damage. To receive a full refund of the deposit, the following must be completed:
 - 1. All garbage is placed in a dumpster or garbage can.
 - 2. All displays, favors or remnants of the event. (No adhesives permitted on walls or windows)
 - 3. Wipe off and restore the furniture and other items to their original position.
 - 4. Wipe off counters, table tops and sink area.
 - 5. No damage has occurred to Event Space and its surrounding property and facilities.

- (3) A non-refundable room cleanup fee will be charged to Patrons as is identified in Exhibit A attached hereto.

Indemnification – Each organization, group or individual reserving the use of Event Space (or any part thereof) agrees to indemnify and hold harmless the Districts, officers, agents, contractors and employees thereof 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, whether whole or in part, the renter's use of the District lands, premises and/or Amenity Facilities, including litigation or any appellate proceeding with respect thereto. Nothing herein shall constitute or be construed as a waiver of the Districts' sovereign immunity granted pursuant to Section 768.38, *Florida Statutes* or other statute.

RULES RELATING TO SUSPENSION AND TERMINATION OF PRIVILEGES

A Patron's or Guest's privileges at any or all Amenity Facilities may be subject to various lengths of suspension or termination for up to one (1) calendar year, and a Patron or Guest may also be required to pay restitution for any property damage, if he or she (each a "**Violation**"):

- (1) Fails to abide by the Policies and Fees for the Amenity Facilities established and approved by the Boards.
- (2) Submits false information to a District or Amenity Manager.
- (3) Permits unauthorized use of an Access Card.
- (4) Exhibits unsatisfactory behavior, deportment or appearance.
- (5) Fails to pay fees owed to a District in a proper and timely manner.
- (6) Treats District supervisors, staff, facility management, contractors or other representatives or other Patrons in an unreasonable or abusive manner.
- (7) Engages in conduct that is improper or likely to endanger the health, welfare, safety, harmony or reputation of a District or its supervisors, staff, facility management, contractors, other representatives or other Patrons.
- (8) Damages or destroys District property.
- (9) As it relates to a Patron, such Patron's Guest(s) violates any of the above.

Administrative Reimbursement

Each Board may, in its discretion, require payment by a Patron of an administrative reimbursement of up to Five Hundred Dollars (\$500) in order to offset the legal and/or administrative expenses

incurred by such District as a result of a Violation (“**Administrative Reimbursement**”). Such Administrative Reimbursement shall be in addition to any suspension or termination of Amenity Facility access, any applicable legal action warranted by the circumstances, and/or any Property Damage Reimbursement (defined below).

Property Damage Reimbursement

If damage to District property occurred in connection with a Violation, the Patron or Guest who caused the damage, or the person who has charge of a minor that caused the damage, shall reimburse the Districts for the costs of cleaning, repairing, and/or replacing the property (“**Property Damage Reimbursement**”). Such Property Damage Reimbursement shall be in addition to any suspension or termination of Amenity Facility access, any applicable legal action warranted by the circumstances, and/or any Administrative Reimbursement.

District Suspension and Termination Process

Jurisdiction Reciprocal

The ability to suspend or terminate privileges as provided herein shall be held by the District, through its Board, District Manager, and/or Amenity Manager, in whose boundaries the incident occurred. Violations that result in a suspension or termination in one District shall be brought up at the next Board meeting for the other District. Suspension or termination of privileges shall in no way prevent a member of the District Boards, the District Manager, District Staff or members of the public from attending a duly advertised public meeting of either District.

Removal Authority

Amenity Manager or its designee, such as onsite staff or personnel under contract with the Districts, if any, has the independent ability to remove any person from the Amenity Facilities if a Violation occurs, or if in his or her discretion, it is in the applicable District’s best interest to do so.

Process

In response to any Violation of the Policies, including, but not limited to, those set forth in the preceding paragraph, the District shall follow the process outlined below with regard to suspension or termination of a person’s privileges:

(1) Initial Suspension. The Amenity Manager or his or her designee may at any time restrict or suspend for cause or causes, including but not limited to a Violation, any person’s access to the Amenity Facilities until a date not later than the next regularly scheduled meeting date of the Board of the District in which the Violation occurred that is scheduled to occur at least twenty-

one (21) days after the date of initial suspension. In the event of such a suspension, the District Manager or his or her designee shall mail a letter to the person suspended referencing the conduct at issue, the sections of the Policies violated, the time, date, and location of the next regular Board meeting where the person's suspension will be presented to the applicable Board, and a statement that the person has a right to appear before such Board and offer testimony and evidence why the suspension should be lifted. If the person is a minor, the letter shall be sent to the minor's parent or guardian's address.

(2) Hearing by the Board; Administrative Reimbursement; Property Damage Reimbursement.

a. At the Board meeting referenced in the letter sent under Section (1) above, or as soon thereafter as a Board meeting is held if the meeting referenced in the letter is canceled, a hearing shall be held at which both District staff and the person subject to the suspension shall be given the opportunity to appear, present testimony and evidence, cross examine witnesses present, and make arguments. The Board may also ask questions of District staff, the person subject to the suspension, and witnesses present. All persons are entitled to be represented by a licensed Florida attorney at such hearing.

b. After the presentations by District staff and the person subject to the suspension, the Board shall consider the facts and circumstances and determine whether to lift or extend the suspension or impose a termination. In determining the length of any suspension, or a termination, the Board shall consider the nature of the conduct, the circumstances of the conduct, the number of rules or policies violated, the person's escalation or de-escalation of the situation, and any prior Violations and/or suspensions.

c. The Board shall also determine whether an Administrative Reimbursement is warranted and, if so, set the amount of such Administrative Reimbursement.

d. The Board shall also determine whether a Property Damage Reimbursement is warranted and, if so, set the amount of such Property Damage Reimbursement. If the cost to clean, repair and/or replace the property is not yet available, the Property Damage Reimbursement shall be fixed at the next regularly scheduled Board meeting after the cost to clean, repair, and/or replace the property is known.

e. After the conclusion of the hearing, the District Manager shall mail a letter to the person suspended identifying the Board's determination at such hearing.

(3) Suspension by the Board. Each Board on its own initiative acting at a noticed public meeting may elect to consider a suspension of a person's access for committing any of the Violations outlined herein. In such circumstance, a letter shall be sent to the person suspended

which contains all the information required by Section (1) above, and the hearing shall be conducted in accordance with Section (2) above.

(4) Automatic Extension of Suspension for Non-Payment. Unless there is an affirmative vote of the applicable Board otherwise, no suspension or termination will be lifted or expire until all Administrative Reimbursements and Property Damage Reimbursements have been paid to the District. If an Administrative Reimbursement or Property Damage Reimbursement is not paid by its due date, the District reserves the right to request surrender of, or deactivate, all access cards or key fobs associated with an address within the District until such time as the outstanding amounts are paid.

(5) Appeal of Board Suspension. After the hearing held by the Board required by Section (2) above, a person subject to a suspension or termination may appeal the suspension or termination, or the assessment or amount of an Administrative Reimbursement or Property Damage Reimbursement, to the Board by filing a written request for an appeal (“**Appeal Request**”). The filing of an Appeal Request shall not result in the stay of the suspension or termination. The Appeal Request shall be filed within thirty (30) calendar days after mailing of the notice of the Board’s determination as required by Section (2)(e), above. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt by the District. Failure to file an Appeal Request shall constitute a waiver of all rights to protest the District’s suspension or termination and shall constitute a failure to exhaust administrative remedies. The District shall consider the appeal at a Board meeting and shall provide reasonable notice to the person of the Board meeting where the appeal will be considered. At the appeal stage, no new evidence shall be offered or considered; instead, the appeal is an opportunity for the person subject to the suspension or termination to argue, based on the evidence elicited at the hearing, why the suspension or termination should be reduced or vacated. 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 or termination. The Board’s decision on appeal shall be final.

(6) Legal Action; Criminal Prosecution; Trespass. If any person is found to have committed a Violation, such person may additionally be subject to arrest for trespassing or other applicable legal action, civil or criminal in nature. If a person subject to a suspension or termination is found at an Amenity Facility, such Person will be subject to arrest for trespassing. If a trespass warrant is issued to a person by a law enforcement agency, the Districts have no obligation to seek a withdrawal or termination of the trespass warrant even though the issuance of the trespass warrant may effectively prevent a person from using the Amenity Facilities after expiration of a suspension imposed by the District.

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

EXHIBIT A

Non-Resident User Fee	The annual Non-Resident User Fee is \$3,000, which may increased or decreased each year by the District. The fee is to be paid annually and shall be split between the District in a manner determined by the Districts.
Access Card Replacement Fee	\$35
Registered Event Security Deposit (refundable)	\$500
Registered Event Cleaning Fee (non-refundable)	\$100
Administrative Reimbursement (related to violations of Rules)	\$500

EXHIBIT B
NON-RESIDENT USER APPLICATION

**Varrea South Community Development District
Varrea North Community Development District
NON-RESIDENT MEMBERSHIP APPLICATION**

Name: _____

Date of Birth: _____ Phone: _____

Social Security#: _____ Driver's License #(s): _____

Home Address: _____

City: _____ State: _____ Zip Code: _____

Cell Phone # 1: _____ Cell Phone # 2: _____

Name of Company: _____

Position Held: _____ Phone: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Email Address: _____

Marital Status: Married ☐ Single ☐

Name of Spouse: _____ Date of Birth: _____

Social Security #: _____ Driver's License #: _____

Spouse's Employment: _____

Position Held: _____ Phone: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Children/Birthdates: _____

What prompted your interest in the Varrea Amenity Facilities?

☐ Annual Non-Resident Patron Fee: \$ _____

Please make checks payable to Varrea South Community Development District or Varrea North Community Development District.

Signature(s) of Applicant(s): _____

Date: _____

Applicant(s) acknowledges and agrees that by execution of this membership application that they shall be bound by all the terms and conditions of the Rules and Regulations of the Varrea South CDD, Varrea North CDD, and Joint Amenity Facility Policies, as currently in effect and as may be amended from time to time.

** Prices subject to change at any time, at the sole discretion of the District's Board of Supervisors.*

EXHIBIT C
AMENITY FACILITY EVENT SPACE RENTAL APPLICATION

**Varrea South Community Development District
Varrea North Community Development District**

Amenity Facility Event Space Rental Application

Name of Applicant: _____ Date: _____
 Organization (if applicable): _____
 Street Address: _____ City: _____ State: _____
 Daytime Phone: _____ Facility/Room Requested: _____
 Intended Use: _____
 Date Requested: _____ Time (5 hr. max.) From: _____ To: _____ Estimated Attendance: _____

I agree to indemnify and hold harmless the Varrea South Community Development District ("Varrea South") and Varrea North Community Development District ("Varrea North" and, collectively with Varrea South, the "Districts") and the agents, supervisors, officers, directors, employees and staff of the Districts from any and all liability, claims, actions, suits, or demands by any person, corporation or other entity, for injuries, death, property damage or damages of any nature, arising out of, or in connection with, the use of the Amenity Facilities. Nothing herein shall constitute or be construed as a waiver of the Districts' sovereign immunity granted pursuant to Section 768.28, Fla. Stat., or other statute.

I have read, understand and agree to abide by all policies and rules of the Districts governing the Amenity Facilities. I acknowledge that failure to adhere to the Districts' policies and rules may result in the suspension or termination of my privileges to use the facility. I also understand that I am financially responsible for any damages caused by me, my family members, and/or my guests. If requested, I will obtain an event insurance policy naming the Districts and agents, supervisors, officers, directors, employees and staff thereof as additional insureds.

 Signature of Applicant

 Date

I have read and understood the following (please initial each):

1. _____ There is a maximum capacity of [_____] persons in the Event Space.
2. _____ The five (5) hour maximum time limit includes setup and clean up time and applies to all attendees. No persons are permitted in the Event Space after the end of the Registered Event. Please schedule accordingly.
3. _____ Each Patron may rent a portion of the Amenity Facility a maximum of four (4) times per calendar year.
4. _____ Alcohol is not permitted in the Amenity Facilities, including the Event Space.
5. _____ The Amenity Facilities (except for the Event Space during the Registered Event) are to remain accessible to all Patrons. Additional tables and chairs are available upon request.
6. _____ Once the Registered Event is completed, all guests are required to exit. Upon conclusion of the event, standard guest policy applies. The Patron shall be responsible for enforcement of this provision.
7. _____ The deposit check may be picked up only after the Amenity Manager inspects the Event Space. If the Event Space is in satisfactory condition and there is no property damage, the check will be shredded within 48 hours if not timely picked up.
8. _____ The deposit check may not be returned, and additional fees may be assessed, if the Event Space is not in satisfactory condition post-Registered Event or there is property damage to the Event Space, or if the Registered Event is not kept within the identified times.
9. _____ Registered Events in the Event Space are being held in a public facility and may be subject to surveillance by the District's security company.

 Deposit Amount

 Check Number

 Cleanup Fee

 Check Number

 Received By

 Receipt Number

 Approved By

 Date