

**GREYHAWK LANDING
COMMUNITY DEVELOPMENT DISTRICT**

**Common Property Policies,
Rules, Regulations and Forms**

Issued by the Greyhawk Landing CDD Board of Supervisors

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Definitions

"Access Card" – shall mean the photo ID issued by the Greyhawk Landing CDD Board of Supervisors which is required for use of District common property. Upon request, all access cards must be available for inspection by a representative of the District; failure to comply with this request may result in suspension of common property privileges.

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

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

"Board of Supervisors" or "Board" – shall mean the Greyhawk Landing Community Development District Board of Supervisors.

"Club House" – shall mean the common property amenity facilities located at 12350 Mulberry Avenue.

"Community Event" - An event that is organized and conducted by a Board-recognized community organization for the benefit of the entire community.

"Common Property" or "Recreation Facilities"– shall mean all the properties and areas owned by the District including those intended for recreational use and shall include but not specifically be limited to the Recreation Center and Fitness Center, Club House, the playgrounds and existing or to be added recreational areas, walkways, pools, basketball court, lakes and docks and all CDD-owned land parcels and waterways and storm drain systems in Greyhawk Landing, together with their appurtenant facilities and areas.

"District" – shall mean the Greyhawk Landing Community Development District.

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

"District Representative" – shall mean members of the District's Board of Supervisors, District Manager, Field Manager and the District's onsite and offsite security companies.

"Field Manager" - contracted facility/property manager employed by the District.

"Family" – shall mean a group of individuals residing under one roof in the District. This does not include relatives or family members not residing in the home except military personnel on assignment. Proof of residence as detailed in the "Resident Access Card Information Form" is required to obtain an access card.

"Fitness Center" – exercise and weight lifting equipment use rooms within the District's Recreation Center facility.

"Guest" or "House Guest" – shall mean any person (i.e., infants, children and adults) who is invited and accompanied for the day by a Patron to use the common property. The number of guests allowed per household, per visit is limited as defined herein.

"Minor" – shall be considered any person under the age of eighteen (18) years of age.

"Non-Resident Dependent Care Provider" – shall mean an access card will be provided to an adult person charged with the on-going care of a minor under fifteen (15) years of age for the purpose of accompanying such minor to common property facilities. This pass cannot be used to access facilities without the accompanying minor. Written documentation must be provided to the District on forms provided by the District acknowledging the relationship.

"Non-Resident Member" – shall mean any person or family not owning or renting property in the District who has paid the annual user fee to the District for use of all common property.

"Patron" or "Patrons" – shall mean residents, non-resident members, and approved renters.

"Property Manager" – shall mean the management company, including its employees, staff and agents contracted by the District to manage all common property within the District.

"Recreation Center" – shall mean the Common Property amenity facilities located at 700 Greyhawk Blvd.

"Renter" – shall mean any tenant residing in a resident's home pursuant to submitting a notarized copy of the membership rights designation form and in conformance with applicable HOA restrictions.

"Resident" – shall mean any person, family or organization owning property within the District.

Common Property User Fee Structure

- (1) User Fees for Owners of Property within the District: The District shall assess no user fees to owners of property within the District because such owners are required to pay special assessments for operation and maintenance expenses as an incident to ownership of property within the District.
- (2) User Fees for Non-Owners of Property: The District shall assess user fees to those individuals who do not own property within the District and are not Guests or Renters but wish to use the District's recreation facilities (collectively "Non-Owner User"). The user fees shall be established each year in conjunction with the adoption by the District of its annual budget and shall apply to the following Fiscal Year.
- (3) Annual User Fee for Non-Owners: The annual fee shall be the sum of two components calculated as follows: (i) the total budgeted operation and maintenance assessment divided by the total number of dwelling units (Operational Component) for Fiscal Year total Budget; (ii) a surcharge of 20% of the Operational Component for administration. Each fee is calculated annually and is available at the District Manager's Office.
- (4) Fee Agreement: Non-Owner Users desiring to join for a year shall enter into a non-assignable agreement with the District to pay the fees described herein. The Agreement shall require that all fees be paid upon execution of the Agreement.
- (5) Use of the District's Common Property is restricted to Resident's Family and Guests, Non-Resident Members, and Renters who have been designated as the beneficial users of the Resident's membership. An access card is necessary to gain entry to and use facilities located on Common Property. Each resident family, upon proof of residency, will be issued access cards for a one time fee of \$25 (plus tax) for anyone 15 years and older residing in the home. Replacements for access cards are available for a \$25 (plus tax). Upon resale of a home in the District, the purchasing family will be issued access cards once proof of residency has been provided and the seller's access cards will be cancelled. Use of the seller's access cards by the purchaser is prohibited. Access cards will be provided to authorized renters at a cost of \$25 (plus tax) per card.

This access card system protects you and the District's facilities from unapproved non-resident use. Under no circumstance should a Patron provide their access card to an unapproved individual to allow them to utilize the District's facilities; to do so may result in suspension of the Patron's privileges. All Patrons will be required to complete a Resident Access Card Information Form (Exhibit "A") and must show proof of residence with a deed or closing statement and a utility bill plus proof of identity with a Driver's License, state ID, passport, military ID or some other form of government photo ID in order to receive an access card.

- (6) All Guests must sign in at the Recreation Center or Club House office and must be accompanied by a Patron at all times, with a limit of four (4) Guests per visit per household. Patrons are responsible for the conduct of their Guests; violation of District rules by Guests may result in the suspension of both the Patron's and Guest's Common Property privileges.

- (7) For a fee of \$25 (plus tax), a "Non-Resident Dependent Care Provider" access card may be issued to an adult charged with the ongoing care of a minor under fifteen (15) years of age. Written documentation acknowledging the relationship must be provided to the District on forms provided by the District (see exhibits).

Rules and Policies

I. General Provisions

- (1) Disregard for any of the rules or policies concerning the Common Property may result in suspension, expulsion from the District's facilities and/or loss of Common Property privileges. The Board of Supervisors or its designee will review such incident(s) and determine the terms of suspension, expulsion and/or loss of privileges all in accordance with the policies more fully stated herein.**
- (2) Emergencies: All emergencies and injuries should be reported through the 911 system and must also reported to the Field Manager staff, as well as the District Manager at (813) 933-5571.**
- (3) The hours of operation for the office, fitness center and pools will be established and published by the District considering the season of the year and other circumstances. The office will be closed on the following holidays: Christmas Day, New Year's Day, Easter, and Thanksgiving Day. These facilities will also close early at the discretion of the Board of Supervisors on Christmas Eve and New Year's Eve.**
- (4) Children under the age of fifteen (15) must be supervised by a parent or Adult Patron when using any of the Recreation Center or Club House facilities.**
- (5) Guests must sign in and be accompanied by a Patron when entering the Recreation Center or Club House facilities.**
- (6) Smoking is not permitted anywhere in the Common Property facilities to including but not limited to the Recreation Center or Club House, pool or pool areas, playground, basketball court, baseball/softball field or soccer field.**
- (7) Glass and other breakable items are not permitted in the Common Property facilities including but not limited to the Recreation Center or Club House pool or pool areas, playground, basketball court, baseball/softball field or soccer field. No smoking or chewing tobacco is permitted at any of the Recreation Center or Club House facilities. No gum chewing is permitted at any Recreation Center or Club house facilities. Alcohol shall not be served at the Recreation Center or Club House Facilities but users shall be entitled to bring their own alcohol as long as they are of legal age and do not abuse the privilege. Persons suspected of being under the influence of drugs or alcohol shall be prohibited from using the Common Property facilities.**
- (8) Personal gas grills are permitted in designated picnic areas only. Grills must be on concrete slab. Table top gas grill are not permitted on picnic tables.**

- (9) Fireworks of any kind are not permitted anywhere on Common Property.
- (10) Dogs and all other pets (with the exception of service dogs) are not permitted in the Common Property facilities to include the Recreation Center or Club House, pool or pool areas, playground, basketball court, baseball/softball field or soccer field. Dogs are permitted on the walking trail and other Common Property but must be leashed and under control at all times. Patrons are responsible for picking up after their pets as it is required by Manatee County regulations. Violators will be subject to fines as allowed by law and suspension of District privileges.
- (11) Vehicles must be parked in designated areas and in conformance with the District's parking policy attached hereto as Exhibit E. Vehicles parked in areas not in conformance may be subject to being towed at the owner's expense and the Patron's District privileges may be suspended.
- (12) Skateboarding is not allowed on pool decks, nature trail, basketball court, playground area and sidewalks surrounding these areas.
- (13) The Field Manager staff will not offer child care services to Patrons or Guest under the authority or supervision of the District at any of its facilities.
- (14) No Patron, visitor or Guest is allowed in the service areas of any facility.
- (15) All lost or stolen access cards should be reported immediately to the Field Manager or staff.
- (16) Patrons and their Guests shall treat all staff members with courtesy and respect.
- (17) The Board of Supervisors, Field Manager Staff and the District's security company shall have full authority to enforce these policies.
- (18) The Board of Supervisors reserves the right to amend or modify these policies when necessary and will notify the Patrons of any changes.
- (19) On-site management has the authority and discretion to determine that any activity being conducted by Patrons or Guests presents a real or potential threat to the health, safety or welfare of the Greyhawk Landing community or facilities and not specifically prohibited by these rules and can take appropriate enforcement action to stop such real or potential threat.
- (20) Loss or Destruction of Property or Instances of Personal Injury:
Each Patron and each Guest as a condition of invitation to the use of Common Property 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 Common Property, whether in lockers or elsewhere.

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

Any Patron, Guest or other person who, in any manner, makes use of or accepts the use of any apparatus, appliance, facility, privilege or service whatsoever owned, leased or operated by the District or its contractors or who engages in any contest, game, function, exercise, competition or other activity operated, organized, arranged or sponsored by the District, either on or off the District's premises, shall do so at his or her own risk and shall hold the amenity center, 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 or omission of the District, or their respective operators, Supervisors, employees, representatives, contractors, or agents. Any Patron shall have, owe, and perform the same obligation to the District and their respective operators, Supervisors, employees, representative, contractors, and agents hereunder in respect to any loss, cost, claim, injury, damage or liability sustained or incurred by any Guest or Family member of such Patron.

Should any party bound by these Policies bring suit against the District, the Board of Supervisors or staff, agents or employees of the District, or its officers, employees, representatives, contractors or agents in connection with any event operated, organized, arranged or sponsored by the District or any other claim or matter in connection with any event operated, organized, arranged or sponsored by the District and fail to obtain judgment therein against the District or the Common Property operator, officers, employee, representative, contractor or agent, said party shall be liable to the District for all costs and expenses incurred by it in the defense of such suit including court costs and attorney's fees through all appellate proceedings as well as attorney fees and costs incurred in determining entitlement to such fees and costs.

II. General Rules for All Swimming Pools and Spas

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

For your safety and the safety of others it is required that you observe the following rules. The Board of Supervisors and its agents shall have full authority to enforce these policies and control conduct. Disregard for any of the pool rules or policies may result in expulsion from the pool and/or loss of Common Property privileges. All pool and spa policies will comply with Florida Admin Code 64.E.

- (1) All District access card holders must use their own photo ID access cards issued to them to enter the pool area. A maximum of four (4) total Guests, including children and babies, are permitted per household to the swimming pools.
- (2) Children under the age of fifteen (15) must be supervised by an authorized Adult at all times.
- (3) Diving is strictly prohibited.
- (4) No jumping, pushing, running or other horseplay is allowed in the pool or within the pool enclosure.
- (5) To help prevent the disturbance of other pool users, aquatic toys and equipment are not permitted in the pool. Prohibited items include but are not limited to rafts, kickboards, inner tubes, SCUBA gear, swim fins, balls, Frisbees, inflatable objects or other similar items. However, District reserves the right to authorize the use of items determined as needed due to accommodate individuals with special needs. The District may require physician's documentation to validate the needed use.
- (6) Items permitted in the pool are U.S. Coast Guard-approved personal flotation devices, masks, goggles, water wings, noodles and aquatic devices for organized special events as approved by the Field Manager staff. The District, however, reserves the right to discontinue usage of certain allowed equipment during times of peak or scheduled activity at the pool or if the equipment becomes a safety concern.
- (7) Loud, profane and/or abusive language is prohibited.
- (8) No physical or verbal abuse of anyone will be tolerated.
- (9) No food or beverages are allowed in the pool or on the pool wet deck (five feet from the edge of the pool), as per Florida Administrative Code.
- (10) No glass or items made of glass are permitted within the fenced pool area, as per Florida Administrative Code.
- (11) No pets (with the exception of service animals) are permitted within the fenced pool

area, as per Florida Administrative Code.

- (12) Smoking is not allowed in the Club House, Recreation Center or within the fenced pool areas.
- (13) Chewing gum is not allowed in the pool/SPAS or within the fenced pool area.
- (14) To help prevent the disturbance of other pool users, radios, tape players, CD players, MP3 players and televisions and the like are not permitted unless they are battery-operated personal units equipped with headphones.
- (15) Remote-controlled watercraft are not allowed in the pool area.
- (16) Everyone using the pool is required to shower before entering the pool, as per Florida Administrative code.
- (17) Proper swim attire must be worn in the pool, i.e. bathing suits only; no cutoffs, no thong bathing suits and no gym shorts.
- (18) Children under the age of three (3) 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 and pool deck area.
- (19) For the comfort of others, the changing of diapers or clothes is not allowed at poolside. Changing tables are available in the restrooms for your convenience.
- (20) Swimming is permitted only during designated hours as posted at the pool. Dawn is considered to be thirty (30) minutes after sunup and dusk is considered to be thirty (30) minutes before sunset, as per Florida Administrative Code.
- (21) Any person found swimming during non-designated pool hours may result in that person's suspension from all Common Property privileges.
- (22) The pool may be closed for various periods of time to facilitate maintenance and to maintain health code regulations.
- (23) No one shall pollute the pool. Anyone who does pollute the pool may be liable for any costs incurred in treating and reopening the pool.
- (24) Entrances must be kept clear at all times.
- (25) Pool furniture is not to be removed from the pool area.

(26) Chemicals used in the pool may affect certain hair or fabric colors. The District is not responsible for these effects.

SPAs:

- (1) The SPAs are limited to 8 individuals.
- (2) Children **12 and under** are allowed in the SPA with ADULT Supervision (an Adult must be present in the SPA). *
- (3) No jumping, pushing, running or other horseplay is allowed in the SPAs.
- (4) It is not recommended that Children under the age of 12 use the SPAs!
- (5) The Maximum water temperature for the SPA is 104 degrees F
- (6) Maximum use is 15 minutes.
- (7) Pregnant women, small children, individuals with health problems or ingesting prescription drugs that cause drowsiness should not use the SPA, or pools without consulting a doctor.

*Per Florida Admin Code 64E-9.010 Spa Pools.

(8) Fitness Center Policies

All Patrons and Guests using the Fitness Center are expected to conduct themselves in a responsible, courteous and safe manner in compliance with all policies and rules of the Greyhawk Landing Community Development District governing the Common Property. Disregard or violation of the District's policies and rules and misuse or destruction of Fitness Center equipment may result in the suspension or termination of Common Property privileges.

Please note the Fitness Center is an unattended facility. Persons using the facility do so at their own risk. Field Manager staff is 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) Hours: The Fitness Center is open for use by Patrons and their Guests during normal operating hours to be established and posted by the District. Currently the operation hours are 5:00 a.m. to 11:00 p.m.
- (2) Eligible Users: Patrons fifteen (15) years of age and older are permitted to use the Fitness Center during designated operating hours. Two (2) Guests per household are allowed in the Fitness Center if accompanied by an adult Patron. Use of this facility is at the user's own risk.
- (3) Proper Attire: Appropriate clothing and footwear (which covers the entire foot) must be worn in the Fitness Center at all times. Appropriate clothing includes t-shirts, shorts (no jeans), leotards, and/or sweat suits (no swimsuits).
- (4) 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.
- (5) General Policies:
 - Each individual is responsible for wiping off fitness equipment after use.
 - Hand chalk is not permitted to be used in the Fitness Center.
 - Radios, tape players and CD players are not permitted unless they are personal units equipped with headphones.
 - No bags, gear, or jackets are permitted on the floor of the Fitness Center or on the fitness equipment.
 - Weights or other fitness equipment may not be removed from the Fitness Center.
 - Please limit use of cardiovascular equipment to twenty (20) minutes and step aside between multiple sets on weight equipment if other persons are waiting.
 - Please replace weights to their proper location after use.

- Free weights are not to be dropped and should be placed only on the floor or on equipment made specifically for storage of the weights.
- Any fitness program operated, established and/or run by Field Manager staff may have priority over other users of the Fitness Center.
- Pet animals (except for accepted service animals) are not permitted in the facility.
- For safety and liability concern, children under 15 years are not allowed to sit, stand, play or attempt to use the exercise equipment.

(9) Basketball and Tennis Courts Facilities Policies

All authorized Patrons using the Basketball and Tennis Courts and are expected to conduct themselves in a responsible, courteous and safe manner in compliance with all policies and rules of the Greyhawk Landing Community Development District governing the Common Property facilities. Disregard or violation of the District's policies and rules and misuse or destruction of Facility equipment may result in the suspension or termination of Common Property privileges.

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

(1) Hours: The Basketball and Tennis Courts are available for use by Patrons and Guests during normal operating hours which are posted. The Basketball and Tennis courts are available on a first come, first serve basis. Use of these facilities is limited to one (1) hour when others are waiting. These facilities may not be rented; however, they may be reserved for a Community Event.

(2) Proper Attire: Proper attire and proper basketball/athletic shoes are required to be worn at all times while on the courts.

(3) General Policies:

- Patrons using the Tennis Courts must use their access card to gain entry.
- Proper etiquette shall be adhered to at all times. The use of profanity or disruptive behavior is prohibited.
- Persons using the basketball facility must supply their own ball.
- Pets, roller blades, bikes, skates, skateboards, and scooters are prohibited from use on the Basketball and Tennis Courts.
- No chairs other than those provided by the District are permitted on the basketball courts.
- Lights at the Basketball and Tennis Courts must be turned off after use.
- Beverages are permitted at the Basketball and Tennis Courts only if contained in non-breakable containers with screw tops or sealed lids. Glass containers are not permitted on the either of these two courts.

IV. Playground Policies

- (1) For the safety of all children and Adults, only children between the ages of two (2) and twelve (12) years of age may use the playground equipment.
- (2) Children must be accompanied by an authorized Adult cardholder.
- (3) Roughhousing on the playground is prohibited.
- (4) Persons using the playground must clean up all food, beverages and miscellaneous trash upon leaving the playground. Glass containers are prohibited.
- (5) Use of the playground may be limited from time to time due to a sponsored event, which must be approved by the District Manager or Field Manager staff.
- (6) The use of profanity or disruptive behavior is absolutely prohibited.
- (7) Alcoholic beverages and smoking are not permitted on the playground.

V. Fishing and Pond/Lake Policies.

Patrons may fish in designated ponds/lakes ("lakes") in conformance with applicable HOA restrictions

General Policies:

- (1) Swimming is prohibited in all lakes and ponds on District property. This is for your safety and the legal protection of the District.
- (2) Jumping or diving in all lakes and ponds is prohibited at all times.
- (3) No watercraft of any kind is allowed in any of the lakes or ponds on Greyhawk Landing property.
- (4) Continued violation of this policy will result in the immediate reporting to local law enforcement authorities and may result in the suspension of Common Property privileges.
- (5) Miscellaneous:
 - All users of lakes shall refrain from any conduct or omission which violates any ordinance, resolution, law, permit requirement or regulation of any governmental entity relating to the District's lakes.
 - Any hazardous condition concerning the lakes must immediately be reported to the District Manager and the proper authorities.
 - Pets are not allowed in the lakes.
 - No docks or other structures, whether permanent or temporary, shall be constructed or placed in or around the lakes unless properly permitted and approved by the District and other applicable governmental agencies and in accordance with any applicable covenants, conditions, restrictions, and easements of record.
 - No foreign materials may be disposed of in the lakes, including but not limited to tree branches, paint, cement, oils, soap suds, building materials, chemicals, fertilizers, or any other material that is not naturally occurring or which may be detrimental to the lake environment.
 - Patrons are responsible for their Renters', Guests', and invitees' adherence to these policies.
 - Continued violation of any of these policies will result in immediate reporting of such violation to local law enforcement authorities.

VI. Facility Rental Policies (Community and Private Events)

Adult Patrons may reserve for rental areas of the Recreation Center or Club House for private events. Rental of the facilities may be made during regular hours of operation. Reservations may not be made more than four (4) months prior to the event. In addition, each household may rent the facilities only once per quarter of the calendar year. Persons interested in doing so should contact the Field Manager staff regarding the anticipated date and time of the event to determine availability.

Please note that the Recreation Center and Club House are unavailable for parties and/or private events on the following holidays:

Easter Sunday	Christmas Day
Thanksgiving Day	New Year's Eve
Christmas Eve	New Year's Day

- (1) General Information: Private rental of the Recreation Center and Club House (capacity and rental fee established by rule) is limited to four (4) hours total, including setup and post-event cleanup. Authorized number of function attendees at a Recreation Center and Club House function is as follows:

	<u>Private Events</u>	<u>Community Events</u>
Recreation Center Lanai Area:	40	limited to pool occupancy limits.
Club House Meeting Room:	60	80
Club House Pool Area:	60	limited to pool occupancy limits.

(Under no circumstances can any event exceed the Fire Marshall's capacity restrictions)

The current rental fee is \$107.00. The District reserves the right to change the fee when necessary and will notify Patrons of such change.

At any function that involves entering the pool, the attendees are not permitted to enter/use the Meeting Room (Club House) or Fitness Center (Recreation Center) areas. Those functions that use the Meeting Room area are not permitted to also use the pool and then return to the Meeting Room.

At the conclusion of the event, attending Patrons and their guests may use the facilities as access card holders but guests will be limited to four (4) per household as per the District's Guest policy. Guests in excess of the prescribed limit will be required to vacate the facilities. Patrons are required to have their District access cards available for inspection when attending a private event.

The Patron renting any portion of the Recreation Center and Club House shall be responsible for any and all damages and expenses arising from the event.

- (2) Reservations: Patrons interested in reserving the Recreation Center or Club House facilities must submit to the Field Manager a completed Facility Rental Agreement and Rental Deposit form (see exhibits). At the time of approval, two (2) checks or money orders (no cash) made payable to the Greyhawk Landing Community Development District should be submitted to the Field Manager in order to reserve the room. One (1) check should be in the amount of \$107.00 for non-refundable rental fee and the other check should be in the amount of \$100.00 as a refundable cleaning deposit. The Field Manager 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. Patrons under suspension by the District may not rent or attend an event in the Recreation Center and Club House until such time as the suspension period has expired.
- (3) Deposit: As stated above, deposit in the amount of \$100.00 is required by the time the reservation is approved. This amount is refundable.

Prior to the event, a walkthrough of the Recreation Center or Club House will be performed by the renting Patron and a District staff member to inspect the area and note its condition. To receive a full refund of the deposit, the following must be completed:

- Ensure that all garbage is removed and placed in the dumpster.
- Remove all displays, favors or remnants of the event.
- Restore the furniture and other items to their original positions.
- Wipe off counters, table tops and sink area.
- Replace garbage can liner.
- Clean out and wipe down the refrigerator and all cabinets and appliances used.
- Ensure that no damage has occurred to the facility and its property.

If additional cleaning is required (including carpet stains and such not noted during the walkthrough), the Patron reserving the room will be liable for any expenses incurred by the District. In light of the foregoing, Patrons may opt to pay for the actual cost of cleaning by a professional cleaning service hired by the District. The Field Manager and District Board of Supervisors shall determine the amount of deposit to return, if any.

(4) General Policies:

- Patrons are responsible for ensuring that their Guests adhere to the policies set forth herein.
- Guests are not allowed the use of other facilities during private rentals i.e. pool, fitness center.
- The volume of live or recorded music must not violate applicable County noise ordinances.

- No glass or breakable items are permitted in or around the pool deck area.
- Additional liability insurance coverage may be required for certain events as determined by the District Manager or Board of Supervisors. The District is to be named on such coverage as an additional insured party.

VIII. Baseball/Softball, Volleyball and Soccer Facility Policies

All authorized Patrons using these facilities are expected to conduct themselves in a responsible, courteous and safe manner in compliance with all policies and rules of the Greyhawk Landing Community Development District governing the Common Property facilities. Disregard or violation of the District's policies and rules and misuse or destruction of facility equipment may result in the suspension or termination of Common Property privileges.

Please note that these facilities are unattended and any person using these facilities does so at their own risk. Persons interested in using these facilities are encouraged to consult with a physician prior to using the facilities.

(1) These facilities may not be rented; however, they may be reserved for ~~use by Patrons~~ for Community Events.

(2) Volleyball net and ball is available from the Field Manager or the Assistant to the Field Manager.

(3) General Policies:

- Proper etiquette shall be adhered to at all times. The use of profanity or disruptive behavior is prohibited.
- Beverages are permitted at the facilities only if contained in non-breakable containers with screw tops or sealed lids. Glass containers are not permitted.

IX. Renter's Privileges

- (1) A Resident who rents out or leases 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 Common Property use. In doing so, the Resident relinquishes their rights to use of all the District's facilities.
- (2) In order for the Renter to be entitled to use the Common Property, the Renter must acquire a membership with respect to the residence which is being rented or leased by showing a photo id and by providing the Property Manager with a notarized copy of the membership rights designation form provided in the Exhibits of these guidelines. 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 District's facilities as the resident and is bound by its rules and regulations.
- (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 District's facilities with respect to that membership and is required to return all previously issued access cards.
- (4) Residents shall be responsible for all charges incurred by their Renters which remain unpaid. Resident owners are responsible for the department of their respective Renter.

X. SUSPENSION AND TERMINATION OF ADULT PRIVILEGES

(1) Privileges to use the District's Common Property can be subject to suspension or termination by the Board of Supervisors if a Patron:

- Submits false information on the application for an access card.
- Permits unauthorized use of an access card.
- Exhibits unsatisfactory behavior or appearance.
- Fails to abide by the Rules and Policies established for the use of Common Property.
- Treats Board Supervisors, personnel or employees of the District or its vendors in an unreasonable or abusive manner. Examples include but are not limited to the use of profanity, verbal and physical assault.
- Engages in conduct including statements of a false or misleading nature that is improper or likely to endanger the welfare, safety or reputation of the District, Board Supervisors, District staff and the District's vendors.

(2) Management may at any time restrict or suspend any Patron's privileges to use any or all of the Common Property when such action is necessary to protect the health, safety and welfare of other Patrons and their Guests, or to protect the District's facilities from damage.

(3) The District shall follow the process below in regards to suspension or termination of an adult Patron's privileges:

- a. First Offense – at the discretion of the Board, a First Offense Violation may result in either a written warning and an explanation of the violation being given to the Patron, or a suspension of not less than thirty (30) days with a copy of such notice being filed in the Club House Office.
- b. Second Offense – a Second Offense Violation within twelve (12) months of a First Offense Violation warning notice will result in an automatic suspension of all Common Property privileges for not less than thirty (30) days. If a minimum 30-day suspension was issued for a First Offense Violation, an automatic suspension of not less than sixty (60) days will be imposed. A written notice and explanation will be given to the Patron with a copy of such notice to be filed in the Club House Office.
- c. Third Offense – a Third Offense Violation within twelve (12) months of any First Offense Violation will result in an immediate suspension of all Common Property privileges until the next meeting of the Board of Supervisors. At the Board meeting a record of all previous offenses will be presented to the Board for recommendation of termination of the Patron's privileges for twelve (12) months from the date of the Third Offense; at the Board's discretion, a shorter period may be imposed. Written notice of the Board's decision will be given to the Patron.

- (4) **IMMEDIATE SUSPENSION & REMOVAL:** The District Manager and the Field Manager have the exclusive right, authority and discretion to immediately suspend any Adult Patron for the use of profanity, failure to follow staff direction or other violations of these rules for a period of no more than thirty (30) days up to the next Board of Supervisors' meeting. An incident report will be generated, a copy of which will be provided to the Board of Supervisors to determine whether further suspension is warranted, with a copy of such report filed in the Club House Office. If verbal notification is given to the Patron at the time of the violation that an immediate suspension has been dispensed and the Patron continues to act or perform in an inappropriate manner/behavior, that Patron shall forfeit all Common Property privileges until the next Board of Supervisors meeting. Furthermore, District Staff may recommend suspension of the Adult Patron's privileges for a period of six (6) months. A written notice and explanation will be given to the Patron.
- (5) Notwithstanding the foregoing, if at any time an Adult Patron is arrested for an act committed or allegedly committed while on the District's Common Property, that Adult Patron shall have all Common Property privileges suspended until the next Board of Supervisors meeting. At the Board meeting, the Board will be presented with the facts surrounding the arrest and a recommendation of suspension of Adult Patron's privileges for up to twelve (12) months from the date of the violation; at the Board's discretion, a shorter period may be imposed. Written notice of the Board's decision will be given to the Patron.
- (6) The Patron and family and access card holders sponsored by the Patron are prohibited from entering upon Common Property during the suspension period. Individuals violating this provision may result in a trespassing citation issued by the Manatee County Sheriff's Office and an extension of the suspension period as determined by the Board. Attendance as a guest at any event on Common Property is also prohibited during the suspension period. Attempts made to gain access to the District's facilities using another person's access card will result in the suspension of that cardholder's privileges for a period of thirty (30) days.
- (7) Suspension Effective Date:
- a. The effective date for suspension of Common Property privileges will be from the date of the written notice of suspension except in the case of immediate suspension detailed above.
 - b. Weekdays (Monday through Friday) and Weekends (Saturdays and Sundays) will be calculated toward the total number of suspension days.
- (8) Appeal Process – Adult Patrons:
- a. Any person(s) has the right to dispute and request an appeal to the District's Board of Supervisors:

- A notice of appeal must be submitted in writing to the District Management Office for placement on the next regularly scheduled District meeting agenda.
 - Such notice of appeal shall outline all facts and support documentation that constitutes the basis of appeal.
 - The District Management Office must be in receipt of such appeal no fewer than five (5) business days prior to the next regularly scheduled District meeting or such appeal will be heard at the next subsequent scheduled District meeting.
- b. Any person(s) appealing will be governed by the following procedures:
- Appellant must be physically present or represented by counsel at meeting in which the appeal will be heard by the Board of Supervisors.
 - Failure of attendance will result in dismissal of appeal with no resubmission on future District agenda docket.
 - Appellant's argument & basis for appeal will be limited to five (5) minutes per account unless otherwise expanded by the Board of Supervisors.
 - The District Board of Supervisors and District Staff may question the appellant on any matter relevant to the appeal.
 - The District Board of Supervisors and District Staff may present testimony or documentary evidence on any matter, from any source, relevant to the appeal.
 - Appellant must furnish sufficient copies (8) of any documentation to present to the Board of Supervisors supplementing the argument and basis for the appeal (if applicable).
- c. The District's Board of Supervisors reserves the right to grant or deny any appeal at their sole and absolute discretion:
- District action(s) will be resolved by way of an approved Board motion.
 - Upon Board action on an appeal, no subsequent appeal will be given or heard for the same offense.

XI. Suspension and Termination of Minor Privileges

- (1) At the discretion of Field Manager staff, minors [children under the age of eighteen (18)] who violate the rules and policies may be expelled from the District facilities for one (1) day. Upon such expulsion a written report shall be prepared detailing the name of the child, the prohibited act committed and the date. This report will be kept on file at the Club House Office and a written notice of the violation will be provided the minor's guardian(s).
- (2) Any minor who is expelled from the District's facilities three (3) times within a twelve (12) month period shall have his/her Common Property privileges suspended for a twelve (12) month period from the date of the third offense.
- (3) Notwithstanding the foregoing, if at any time a minor is arrested for an act committed or allegedly committed while at any District facility, that minor shall have all Common Property privileges suspended until the next Board of Supervisors meeting. At the Board meeting, the Board will be presented with the facts surrounding the arrest and a recommendation of suspension of said minor's privileges for up to a twelve (12) month period; at the Board's discretion, a shorter period may be imposed. Written notice will be given to known minor's guardian(s) as to the Board of Supervisors decision.
- (4) The minor, the Patron who sponsors the minor, family and access card holders sponsored by the Patron are prohibited from entering upon Common Property during the suspension period. Any individual violating this provision may result in a trespassing citation issued by the County Sheriff's Office and an extension of the suspension period as determined by the Board. Attendance as a guest at any event on Common Property is also prohibited during the suspension period. Attempts made to gain access to the District's facilities using another person's access card will result in the suspension of that cardholder's privileges for a period of thirty (30) days.
- (5) Suspension Effective Date:
 - a. The effective date for suspension of Common Property privileges will be from the date of the written notice of suspension except in the case of immediate suspension.
 - b. Weekdays (Monday–Friday) and weekends (Saturday–Sunday) will be calculated toward the total number of suspension days.
- (6) Appeal Process – Minor Patrons:
 - a. Any guardian of any minor has the right to dispute and request an appeal to the District's Board of Supervisors:
 - A notice of appeal must be submitted in writing to the District Management Office for placement on the next regularly scheduled District meeting agenda.

- The District Management Office must be in receipt of such appeal no fewer than five (5) business days prior to the next regularly scheduled District meeting.
- b. Any minor appealing a suspension will be governed by the following conditions:
- Must be physically present with his/her legal guardian at the meeting in which the appeal will be heard by the Board of Supervisors.
 - Failure of attendance will result in dismissal of appeal with no resubmission on future District agenda dockets.
 - Argument & basis for appeal will be limited to five (5) minutes per account.
 - Must furnish own copies of any documentation to present to the Board of Supervisors supplementing the argument and basis for the appeal (if applicable).
 - The District's Board of Supervisors reserves the right to grant or deny any appeal at their sole and absolute discretion.
 - District action(s) will be resolved by way of an approved Board motion.
 - Upon Board action on an appeal, no subsequent appeal will be given or heard for the same offense.

The above policies were adopted by the Board of Supervisors for the Greyhawk Landing Community Development District on this February 23, 2017.

X

Secretary/Assistant Secretary

X 

Chairman/Vice Chairman