



**HARBOUR ISLES  
COMMUNITY DEVELOPMENT DISTRICT**

## **Common Property Policies and Forms**

*Issued by the Harbour Isles CDD Board of Supervisors*

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## Definitions

**"Access Card"** – shall mean the photo ID issued by the Harbour Isles 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 Harbour Isles Community Development District Board of Supervisors.

**"Commercial Vehicle"** – shall mean any self-propelled vehicle capable of motion used for commercial purposes with a gross vehicle weight not exceeding 3.5 ton, including, but not limited to, standard capacity vans with company logos painted or affixed to the exterior. For purposes of this rule, the following shall not be considered commercial vehicles regardless of size: box trucks or vans (e.g. UPS trucks), cube trucks or vans, straight trucks or vans with cuboid –shaped cargo areas or vehicles transporting or storing any hazardous or flammable materials except for fuels and oils required for the operation of the vehicle. Exceptions to these rules must be approved by the District's Board of Supervisors.

**"Common Property"** – 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 clubhouse, the fitness center, the playgrounds and existing or to be added recreational areas, walkways, gazebos, pools, basketball court, lakes and docks, watercraft/RV storage lots and all CDD-owned land parcels and waterways and storm drain systems in Harbour Isles, together with their appurtenant facilities and areas.

**"District"** – shall mean the Harbour Isles 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, Property Manager and the District's onsite and offsite security companies.

**"Facility"** – (RV/boat storage area) shall mean the tract of real property within the District which the District has designated as parking for RVs, watercraft, and commercial vehicles.

**"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 Information Form", is required to obtain an access card.

**"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.

**“Guest Pass”** – shall mean a temporary access card issued to an adult guest under the rules defined in Common Property User Fee Structure.

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

**“Nanny Pass”** – shall mean a pass provided to an adult person charged with the on-going care of a minor under 14 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 who are eighteen (18) years of age and older.

**“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.

**“Recreational Facilities”** – shall mean that portion of Common Property represented by the swimming and wading pools and surrounding area, fitness center, basketball and volleyball courts, playground, activity room, and the walking path and fishing pond behind the District’s clubhouse.

**“Recreational Vehicle” or “RV”** – shall mean a motor home, camper and similar vehicles containing living space and used for transportation and overnight accommodations of persons, whether or not such vehicles are self-propelled or towed; all-terrain vehicles and golf carts.

**“Renter”** – shall mean any tenant residing in a Homeowner’s home pursuant to a valid rental or lease agreement of a minimum of seven months’ duration, unless otherwise approved by the Board.

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

**“RV/Boat Storage Area”** – (Facility) shall mean the tract of real property within the District which the District has designated as parking for RVs, watercraft, and commercial vehicles.

**“Watercraft”** – shall mean boats, rafts, flotation devices, and personal watercraft whether self-propelled or not, on trailer or other conveyances capable of motion.

## Common Property User Fee Structure

- (1) The annual user fee for non-resident members within the District is \$2,362 per family, which shall be reviewed each year in conjunction with the adoption by the District of its annual budget.
- (2) 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 at no charge for residents 14 years or age or older. Replacements for access cards are available for a \$25 charge. 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 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 non-resident 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 i.e. driver's license or state ID, closing statement, utility bill or vehicle registration in order to receive an access card.

- (3) A temporary guest pass access card may be issued to guests of residents at a cost of \$20 per card. Guest cards are valid for fourteen (14) days and will have a specific expiration date; cards may be extended for an additional fourteen (14) days without an additional fee only if the request for extension is made before the assigned expiration date. Guest cards will only be issued twice per year for the same guest. Residents are allowed to have up to four (4) guest cards with each card counting towards the total of four (4) guests allowed per household. Guest cards may only be used by the guest the card was issued to. Guests with temporary access cards are permitted to have registered members of the sponsoring Patron under the age of 18 accompany them while using Common Property. Guest access cards will display the guest's name and photo along with the sponsoring Patron's information. Guests issued a temporary access card are required to sign in at the Club House office prior to using the pool or fitness center. Guests with Guest Passes may not bring additional guests.
- (4) All guests without a temporary access card using the pool or fitness center must sign in at the Clubhouse office and must be accompanied by a patron at all times, with a limit of four (4) guests per visit per household for the pool and one (1) guest for the

fitness center. 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.

- (5) For a fee of \$20, a "Nanny Pass" access card may be issued to an adult charged with the ongoing care of a minor under 14 years of age. Written documentation acknowledging the relationship must be provided to the District on forms provided by the District (Exhibit E).

## **Rules and Policies**

### **I. GENERAL COMMON PROPERTY PROVISIONS**

- (1) The hours of operation for the office, fitness center, activity room, and pool will be established and published by the District considering the season of the year and other circumstances. The office and pool 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.
- (2) Children under the age of fourteen (14) must be supervised by a parent or adult Patron when using any of the District's facilities.
- (3) Guests without guest access passes must sign in and be accompanied by a Patron before entering the pool area and/or fitness center. Minors are not permitted to have guests.
- (4) Alcoholic beverages, including beer and wine, shall not be served or sold or permitted to be consumed on any Common Property. Approval to do so may only be granted by the District's Board of Supervisors (request to be presented to the District Manager's Office in advance of the event) and may be contingent upon providing proof of event insurance with the District named as an additional insured party. Patrons may also be required to hire a licensed and insured vendor of alcoholic beverages and provide proof of such to the District Manager's Office prior to the event.
- (5) Smoking is not permitted anywhere in the clubhouse, pool or pool area, playground, volleyball court, basketball court or fitness center.
- (6) Glass and other breakable items are not permitted in the clubhouse, pool or pool area, playground, volleyball court, basketball court or fitness center.
- (7) Personal grills of any kind are not permitted anywhere on Common Property.
- (8) Fireworks of any kind are not permitted anywhere on Common Property.

- (9) Dogs and all other pets (with the exception of service dogs) are not permitted in the fitness center, meeting room, pool area, playground, basketball court and volleyball court. 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 Hillsborough County regulations. Violators will be subject to fines as allowed by law and suspension of District privileges.
- (10) Vehicles must be parked in designated areas. Vehicles parked in areas not designated for parking or on Common Property may be subject to being towed and the Patron's District privileges may be suspended.
- (11) Privately owned golf carts, ATVs and other motorized vehicles may only be parked in the Common Property parking lot or RV/Boat Storage area. They are prohibited from being driven on all other property owned, maintained and operated by the Harbour Isles Community Development District.
- (12) Skateboarding is not allowed on any of the Common Property which includes but is not limited to the Common Property facilities, pool deck, walking trail, basketball court, playground area, piers, gazebos and sidewalks surrounding these areas.
- (13) The Property Management 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 the facility.
- (15) All lost or stolen access cards should be reported immediately to the Property Manager or staff.
- (16) Patrons and their guests shall treat all staff members with courtesy and respect.
- (17) The Board of Supervisors, Property Management Staff and the District's security company shall have full authority to enforce these policies.
- (18) Disregard for any of the rules or policies concerning the Common Property may result in expulsion from the District's facilities and/or loss of Common Property privileges. The Board of Supervisors will review such incident(s) and determine the terms of expulsion and/or loss of privileges.
- (19) The Board of Supervisors reserves the right to amend or modify these policies when necessary and will notify the Patrons of any changes.
- (20) On-site management has the authority and discretion to determine that any activity

being conducted by residents or guests presents a real or potential threat to the health, safety or welfare of the Harbour Isles community or facilities and not specifically prohibited by these rules and can take appropriate enforcement action to stop such real or potential threat.

**(21) 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. Common Property 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 amenity center'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 for any and all loss, cost, claim, injury damage or liability sustained or incurred by him or her resulting therefrom and/or from any act of omission of the District, or 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, any amenity center operator 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.



- (22) To maintain an atmosphere that is comfortable to all our residents and their guests, at our amenities and common property, intentional public nudity is inappropriate and a violation of these rules, as is the intentional public exposure or touching of genitalia or female breasts (except for nursing mothers), simulation of sexual acts or performances, and prolonged, passionate kissing. Residents (or their guests for whom they are responsible) displaying such public behavior at our amenities and common property areas will be subject to immediate suspension of all privileges for use of the amenities and common property consistent with these rules.

## II. GENERAL RULES FOR ALL SWIMMING AND WADING POOLS

### **\*\*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.*

- (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. Guests without guest access cards must sign in at the front entrance to the clubhouse. Minors are not permitted to have guests.
- (2) Children under the age of fourteen (14) 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) Play equipment such as floats, rafts, masks, goggles, snorkels, dive sticks, and such items are allowed; however, users must meet with Property Management staff to obtain approval prior to use. The District reserves the right to discontinue usage of such play equipment during times of peak pool use or a scheduled activity at the pool or if the equipment provides a safety concern. Items that are designed to be thrown such as Frisbees, balls, and similar items are not allowed. Use of SCUBA equipment is not permitted.
- (6) Items permitted in the pool without Property Management review are U.S. Coast Guard-approved personal flotation devices, water wings and aquatic devices for organized special events as approved by the Property Management staff.

- (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) Alcoholic beverages of any kind are prohibited.
- (13) Smoking is not allowed in the clubhouse or within the fenced pool area.
- (14) Chewing gum is not allowed in the pool or within the fenced pool area.
- (15) 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.
- (16) Remote-controlled watercraft are not allowed in the pool area.
- (17) Everyone using the pool is required to shower before entering the pool, as per Florida Administrative code.
- (18) Proper swim attire must be worn in the pool, i.e. bathing suits only; no cutoffs, no thong bathing suits and no gym shorts.
- (19) 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.
- (20) 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.
- (21) 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.

- (22) Any person found swimming during non-designated pool hours may result in that person's suspension from all Common Property privileges.
- (23) The pool may be closed for various periods of time to facilitate maintenance and to maintain health code regulations.
- (24) 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.
- (25) Entrances must be kept clear at all times.
- (26) Pool furniture is not to be removed from the pool area.
- (27) Chemicals used in the pool may affect certain hair or fabric colors. The District is not responsible for these effects.

### III. 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 Harbour Isles Community Development District governing the amenity facilities. 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. Property Management 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 with a Fitness Center access card with no more than one (1) guest per household during normal operating hours to be established and posted by the District.
- (2) Emergencies: All emergencies and injuries must be reported to the Property Management Staff, as well as the District Manager at (813) 933-5571.
- (3) Eligible Users: Patrons and Minors fourteen (14) years of age and older are permitted to use the Fitness Center during designated operating hours. Children twelve to thirteen (12-13) years of age must be supervised by a parent at all times. No children under the age of twelve (12) are allowed in the Fitness Center at any time. One (1) Guest per household is allowed in the Fitness Center if accompanied by an adult Patron. Minors are not permitted to have guests. Use of this facility is at the user's own risk.

- (4) 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).
- (5) Food and Beverage: Food (including chewing gum) is not permitted within the Fitness Center. Beverages, however, are permitted in the Fitness Center if contained in non-breakable containers with screw top or sealed lids. Alcoholic beverages are not permitted.
- (6) Each Patron must use their own Fitness Center access card to enter the Fitness Center. Failure to do so or allowing someone else to use your card may result in the suspension of privileges.
- (7) 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 Property Management Staff may have priority over other users of the Fitness Center.

#### IV. BASKETBALL AND VOLLEYBALL FACILITY POLICIES

All authorized access card holders using the basketball and volleyball facilities must have their District-issued photo ID access card with them and are expected to conduct themselves in a responsible, courteous and safe manner in compliance with all policies and rules of the Harbour Isles 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 Facility privileges.

**Please note that the basketball and volleyball 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 volleyball facilities are available for use by Patrons during normal operating hours which are posted. The basketball courts and volleyball field are available on a first come, first serve basis. Use of a basketball court and/or volleyball field is limited to one (1) hour when others are waiting. These facilities may not be rented; however, they may be reserved for use by Patrons.
- (2) Emergencies: All emergencies and injuries must be reported to the Property Management Staff as well as the District Manager at (813) 933-5571.
- (3) Proper Attire: Proper attire and proper basketball/athletic shoes are required to be worn at all times while on the courts.
- (4) General Policies:
  - Proper basketball and volleyball etiquette shall be adhered to at all times. The use of profanity or disruptive behavior is prohibited.
  - Persons using the basketball or volleyball facility must supply their own equipment.
  - The basketball facility is for the play of basketball only. Pets, roller blades, bikes, skates, skateboards, and scooters are prohibited from use at the facility.
  - No chairs other than those provided by the District are permitted on the basketball courts.
  - Lights at the basketball and volleyball facility must be turned off after use.
  - Beverages are permitted at the basketball and volleyball facility only if contained in non-breakable containers with screw tops or sealed lids. Glass containers are not permitted on the basketball and volleyball courts. Alcoholic beverages are not permitted on basketball and volleyball courts.
  - Children under the age of fourteen (14) are not allowed to use the basketball or volleyball facilities unless supervised by an authorized adult cardholder.

## V. 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. Children age 13 and over are not permitted on the playground equipment.
- (2) The preschool playground equipment is for children ages two to five (2-5) years of age. The elementary school-aged equipment is for children ages five to twelve (5-12) years of age.
- (3) Children must be accompanied by an authorized adult cardholder.
- (4) Skate boards, roller-blades and bicycles are not allowed on the playground equipment or within the playground border.
- (5) No pets are allowed in the playground area with the exception of service animals.
- (6) The use of profanity or disruptive behavior is absolutely prohibited.
- (7) Roughhousing on the playground is prohibited.

- (8) Alcoholic beverages and smoking are not permitted on the playground.
- (9) Persons using the playground must clean up all food, beverages and miscellaneous trash upon leaving the playground. Glass containers are prohibited.

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 Property Management Staff.

## **VI. FISHING AND POND/LAKE POLICIES**

Patrons may fish in designated ponds/lakes ("lakes") with fishing piers within the Harbour Isles Community Development District. Patrons who live on a lake can fish from their own backyard. We ask that you respect your fellow landowners and access the lakes only through the proper access points. Harbour Isles has a catch-and release policy for all fish caught in the lakes. The lakes serve storm water management purposes and are not maintained to State code for keeping or consuming what you catch so please protect yourself and our fish population and return them to the water.

### **General Policies:**

- (1) Swimming is prohibited in all lakes and ponds on District property. Swimming is permitted only at the amenity center. This is for your safety and the legal protection of the District.
- (2) Jumping or diving in all lakes and ponds from the bridge, docks, shade structures or island pavilion located near the Amenity center is prohibited at all times.
- (3) No watercraft of any kind is allowed in any of the lakes or ponds on Harbour Isles 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 tenants', 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.

## **VII. FACILITY RENTAL AND USE POLICIES**

Adult Patrons may reserve for rental the Clubhouse Room of the Amenity center for private events. Rental of the Clubhouse Room 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 Clubhouse Room only once per quarter of the calendar year. Persons interested in doing so should contact the Property Management Staff regarding the anticipated date and time of the event to determine availability.

Please note that the Clubhouse Room is 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 Clubhouse Room (capacity and rental fee established by rule) is limited to four (4) hours total, including setup and post-event cleanup. Maximum capacity of the Clubhouse Room is thirty-five (35) persons. The current rental fee is \$50.00. The District reserves the right to change the fee when necessary and will notify Patrons of such change.

The pool, pool deck, lanai area and other areas of the Amenity center, except the restrooms, are not available for use by Patrons and their guests attending the private event while the event is in progress; any attending Patron or guest entering the pool will be prohibited from reentering the Clubhouse Room. At the conclusion of the event, attending Patrons and their guests may use the Amenity Center's facilities 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. All Patrons and guests attending a private event in the Clubhouse Room are required to sign in on a separate attendance sheet for the event, indicating whether they are a Patron or a guest. Patrons are required to have their District access cards available for inspection when attending a private event.

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

- (2) Reservations: Patrons interested in reserving a room must submit to the Property Manager a completed Facility Rental Agreement and Rental Deposit form (Exhibit B). At the time of approval, two (2) checks or money orders (no cash) made payable to the Harbour Isles Community Development District should be submitted to the Property Manager in order to reserve the room. One (1) check should be in the amount of the room rental fee and the other check should be in the amount of One Hundred and Fifty Dollars (\$150.00) as a deposit. The Property 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 Clubhouse Room until such time as the suspension period has expired.

- (3) Staffing: During the Amenity Center's operating hours in which a Property Management staff member is present, private events held in the Clubhouse Room with attendance of (twenty-five (25) persons or less are not required to pay for an additional staff person unless otherwise required by the District. For events with attendance in excess of twenty-five (25) persons with a maximum of thirty-five (35) persons, additional staff will be required at a rate to be determined by the on-site Property Manager and the cost of which must be paid in advance of the event.
- (4) Deposit: As stated above, deposit in the amount of One Hundred and Fifty Dollars (\$150.00) is required by the time the reservation is approved.

Prior to the start of the event a walkthrough of the Clubhouse Room 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.
- Clean any windows and doors in the rented room.
- Ensure that no damage has occurred to the Amenity Center 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 to hire an outside cleaning contractor. 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 Property Manager and District Board of Supervisors shall determine the amount of deposit to return, if any.

(5) 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 Hillsborough County noise ordinances.



- No glass, alcohol or breakable items are permitted in or around the pool deck area.
- Alcohol is prohibited at the private event unless prior approval is obtained from the District Board of Supervisors. If approval is granted, the requirements for serving alcoholic beverages detailed under the "General Common Property Provisions" section of these policies must be complied with.
- 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.

#### (6) Activity Room Policies

This room may be used for playing games, reading, watching television, working on your computer or relaxing. It will be open during normal operating hours to be set by the Board of Supervisors and posted.

When taking advantage of this area please conduct yourself and your guests in a responsible, courteous manner, always observing the following policies:

- All district access card holders must use their own photo ID access cards issued to them to enter the Activity Room. An adult card holder may invite a maximum of 4 total guests, including children and babies, per household.
- Minors under the age of 18 having access cards may use this room but are not permitted to have guests.
- No wet clothing is allowed.
- Dogs and all other pets (with the exception of service animals) are not permitted.
- Smoking and the use of alcohol, including beer and wine, are prohibited.
- Loud, profane and/or abusive language is prohibited.
- Radios, tape players, CD players and similar devices are not permitted unless they are personal units equipped with headphones.
- The changing of diapers is not allowed in this room. Changing tables are available in the restrooms.
- Please do not scratch, write on or in any way mar the furniture.
- Please do not sit on or climb on the tables.
- Before leaving, please clean up after yourself, returning furniture and games to their rightful places.
- The Board of Supervisors, Property Management Staff and the District Security Company Staff shall have full authority to enforce these policies. Disregard for any of these policies may result in expulsion from the room and/or loss of Common Property privileges.
- You may borrow the books but please do not remove the games or any of the game pieces from the room.

## VIII. RECREATIONAL VEHICLE AND WATERCRAFT FACILITY POLICIES

### User Fee Structure

- (1) The monthly user fee for a Patron of the District, to lease a storage space for a Recreational Vehicle (RV), Watercraft (Boat/Jet Ski) or approved Commercial Vehicle may be no more than a maximum of Seventy-Five Dollars (\$75.00) per month and no less than a minimum of Twenty-Five Dollars (\$25.00) per month. Fees shall be set and subsequently may be adjusted within the maximum and minimum fee range established herein by resolution of the Board of Supervisors.
- (2) A signed Storage Space Agreement ("lease") must be on file with the District (Exhibit C). The lease permits the Renter the use of one assigned, numbered space in the designated RV/boat storage area. Each space may contain only one vehicle or watercraft. The District may provide spaces which allow for two vehicles or watercraft and may set a premium rate for such space to be no more than a maximum of Seventy-Five Dollars (\$75.00) per month, but under no circumstances may the total length of items stored in the RV/Boat Storage Area exceed 90% of the length of the space assigned. Any Recreational Vehicle (RV), Watercraft (Boat/Jet Ski) or approved Commercial Vehicle stored must be properly licensed and insured and capable of motion. The first month's fee is due in full at lease signing. There will be a Ten Dollar (\$10.00) late payment per month for any portion of a fee not paid before the 10<sup>th</sup> of the month on which first due.
- (3) Users are required to provide a fifteen (15) day written notice prior to terminating their lease, otherwise, the monthly fee for the subsequent month will be assessed.
- (4) The Board of Supervisors has the right to terminate any Patron's lease early or require removal of the Patron's RV, Watercraft or Commercial Vehicle from the facility for violation of facility policies or upon Board action suspending a Patron's Common Property privileges.
- (5) The Board of Supervisors has the right to cancel the lease of any person who is no longer a Patron of the District or who relinquishes his/her rights as a beneficial user of the District's Common Property privileges.
- (6) The Patron's District-issued access card is required to enter the facility.

### Eligibility for and Allocation of Storage

- (1) Only RV's, Watercrafts, and Commercial Vehicles with current, government issued registrations and identification tags (if required by law) are allowed to be stored in the facility. Proof of current registration is required to lease a space, a copy of which will be retained at the Clubhouse office during the lease period.

- (2) Storage spaces are provided for lease on a first come, first served basis. In the event the facility is filled to capacity, a waiting list will be created and used to lease available spaces based on the date of each Patron's request to lease.
- (3) Patrons are limited to storing a total of one (1) RV, watercraft or commercial vehicle in their assigned standard space. The District may provide spaces which allow for two vehicles or watercraft and may set a premium rate for such space to be no more than maximum of Seventy-Five Dollars (\$75.00) per month. Under no circumstances may the total length of items stored in the RV/Boat Storage Area exceed 90% of the length of the space assigned. Use of a non-assigned space is prohibited.
- (4) Renters of property in the District may only lease a storage space if the owner of the leased property has designated the renter as the beneficial user of the District's Common Property privileges.
- (5) Only Patrons owning a RV, Watercraft or Commercial Vehicle at the time of lease request are eligible to lease a space.

#### **General Facility Provisions**

- (1) This facility is for RVs and Watercraft (Boats/Jet Skis) only and Board-approved Commercial Vehicles.
- (2) Only the RV, Watercraft or Commercial Vehicle whose registration is on file at the Clubhouse is permitted in the storage space.
- (3) Except in case of emergencies, persons are not permitted to work on RVs or Watercraft within the storage facility at any time.
- (4) Persons are permitted to use covers on RVs, Watercraft, and Commercial Vehicles within the storage facility.
- (5) All Watercraft must be on a tow trailer capable of motion while in the storage facility.
- (6) No electric or water service will be provided at the storage facility by the District.
- (7) The Harbour Isles Community Development District, the Board of Supervisors, and the Property Management Staff cannot guarantee security at the facility and do not accept responsibility for loss or damage due to theft, vandalism or any other cause. Persons using the RV/Boat Storage Area are responsible for tying down or otherwise securing their RVs, Watercraft, and Commercial Vehicles and may be held responsible if their property damages the property of another person or the District. There will be NO security staff for the storage facility. The District strongly advises lessees to insure their stored property.

- (8) The Renter shall keep the space in good order and free of any debris and shall immediately notify the District of any defects or dangerous conditions at their space. The Renter shall surrender the space to the District at the termination of this Agreement in the same condition as when initially leased.
- (9) The Property Management Staff and District Employees are not on site to assist lessees.
- (10) Smoking and the use of alcohol are prohibited at the storage facility.
- (11) Lessees may not keep any of the following items in or on their RV, Watercraft or Commercial Vehicle while it is stored at the storage facility: flammables of any kind, drugs, hazardous items or waste, any living thing, and any item deemed inappropriate by the District Manager or Property Management.
- (12) Lessees may be held liable if their property damages property of the District or that of another lessee.

## **IX. Homeowner Assignment & Renter's Privileges**

- (1) Homeowners who rent out or lease out their residential unit(s) in the District pursuant to a written document whose term is a minimum of seven months (unless otherwise approved by the Board), shall have the right to assign the Renter of their residential unit(s) as the beneficial users of the Homeowner's membership privileges for purposes of amenity facilities use. Homeowners may assign his/her membership privileges in the rental agreement or a separate document, however, written proof acknowledging the assignment shall be necessary before access cards may be issued. A Homeowner that assigns the membership privileges associated with any lot in the community is surrendering his/her rights for the full term of the lease period to the Renter. Homeowner privileges shall be reinstated to the Homeowner upon expiration of the lease or proof that the lease has been terminated, provided, however, that Homeowner shall be responsible for fees of \$10.00 per card to obtain/reinstate new access card(s).
- (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 COMMON PROPERTY 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, Minor, or their guest:
  - 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 or minor'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, Minors 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 Common Property privileges for all Patrons or Minors violating the District's Common Property Policies:
  - 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 Minor's guardian, or a suspension of not less than thirty (30) days with a copy of such notice being filed in the Clubhouse 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 or Minor's guardian with a copy of such notice to be filed in the Clubhouse 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 or Minor'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 or Minor's guardian.
- (4) **IMMEDIATE SUSPENSION & REMOVAL**: Any Board Supervisor, the District Manager and the Property Manager have the exclusive right, authority and discretion to immediately suspend any Patron or Minor for the use of profanity or failure to follow staff direction for a period from the date of violation until the next regularly scheduled 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 Clubhouse Office. Furthermore, District Staff may recommend suspension of the Patron's or Minor's privileges for a period of six (6) months or longer. A written notice and explanation will be given to the Patron or Minor's guardian.
- (5) Notwithstanding the foregoing, if at any time a Patron or Minor is arrested for an act committed or allegedly committed while on the District's Common Property, that Patron or 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 the Patron's or Minor'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 or Minor's guardian.

- (6) When a Patron is suspended in accordance with any of the above provisions, the Patron is prohibited from entering upon Common Property during the suspension period. When a Minor is suspended in accordance with any of the above provisions, the Minor and all access card holders who are members of the Minor's family (as defined herein) are prohibited from entering upon Common Property during the suspension period. Cardholders violating this provision may result in a trespassing citation issued by the Hillsborough 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) **IMMEDIATE SUSPENSION OF MINORS AT RECREATIONAL FACILITIES:** In addition to the preceding rules for suspension of Common Property privileges, Minors violating the District's policies governing the Recreational Facilities are also subject to the following:

- a. At the discretion of Property Management staff, Minors who violate the rules and policies may be expelled from the District's Recreational Facilities for one (1) day. Upon such expulsion a written report shall be prepared detailing the name of the Minor, the prohibited act committed, and the date. This report will be kept on file at the clubhouse office and a written notice of violation will be provided to the Minor's guardian(s).
- b. Any Minor who is expelled from the District's Recreational Facilities three (3) times within a twelve (12) month period from the date of the first violation shall have his/her Common Property privileges suspended for a twelve (12) month period from the date of the third offense.

(9) Appeal Process – 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 subsequently scheduled District meeting. Any suspension will remain in effect until the appeal is heard.
- 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 and 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 successful Board motion (1<sup>st</sup>, 2<sup>nd</sup>, MC).
  - Upon Board action on an appeal, no subsequent appeal will be given or heard for the same offense.

**(10) Appeal Process – Minors:**

- 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.
  - Such notice of appeal shall outline all facts and supporting documentation which constitutes the basis of the 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 subsequently scheduled District meeting. Any suspension will remain in effect until the appeal is heard.



b. Any Minor appealing a suspension will be governed by the following procedures:

- 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 to attend will result in dismissal of appeal with no resubmission on future District agenda dockets.
- Argument and basis for appeal will be limited to five (5) minutes per account unless otherwise extended by the Board of Supervisors.
- The District Board of Supervisors and District Staff may question the Minor's guardian on any matter relevant to the appeal.
- The District Board of Supervisors and District Staff may present testimony or documentary evidence from any source on any matter relevant to the appeal.
- The Minor's guardian must furnish eight (8) copies of any sufficient 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 successful Board motion (1<sup>st</sup>, 2<sup>nd</sup>, MC).
- 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 Harbour Isles Community Development District on this 15th day of October, 2013; amended on January 21, 2014; amended again on July 15, 2014; amended again on September 16, 2014; amended again on January 27, 2015; and amended again on June 28, 2016.

Gregory B. Cox (original signed)  
Secretary/Asst. Secretary

Gregg Letizia (original signed)  
Chairman