Lakeview at Tributary

Amenity Rules and Regulations

Adopted: October 2025

Lakeview at Tributary Amenity

75325 Pondside Lane

Yulee, FL 32097

TABLE OF CONTENTS

TABLE OF CONTENTS 1

PREAMBLE 2

DEFINITIONS 1

HOURS OF OPERATION FOR CERTAIN AMENITY CENTER FACILITIES 3

INCLEMENT WEATHER 3

MAINTENANCE DAYS 3

PROGRAMS, ACTIVITIES AND SERVICES 4

- **Program Descriptions** 4
- **Program Calendars and Flyers** 4
- **Program Registrations** 4
- **Program Fees and Payment Types** 4
- **Program Changes, Cancellations, Refunds and Credits** 4
- **RSVPs and Registration Deadlines** 4
- **Waiting Lists** 4
- **Resident Clubs and Interest Groups** 5

FACILITY ACCESS FOB 5

RENTER'S PRIVILEGES 5

GUEST POLICY 6

LOSS OR DESTRUCTION OF PROPERTY; ASSUMPTION OF RISK 7

INDEMNIFICATION AND RELEASE 8

AMENITY CENTER FACILITY RULES 10

FACILITY PRIVATE EVENT RENTAL POLICIES 12

SWIMMING POOL AREA POLICIES 14

FITNESS CENTER POLICIES 15

PICKLEBALL COURT POLICIES 16

BOCCE BALL COURT POLICIES 17

SUSPENSION OF PRIVILEGES 19

PREAMBLE

These Lakeview at Tributary Amenity Rules and Regulations (referred to herein as "**Rules and Regulations**") are established for the Amenity Center Facilities at LAKEVIEW AT TRIBUTARY pursuant to the COMMUNITY DECLARATION FOR LAKEVIEW AT TRIBUTARY as Instrument # 202145046176, in O.R. Book 2521, Page 1612, in the Public Records of Nassau County, Florida, as amended and/or supplemented from time to time (the "**Declaration**"). All capitalized terms used in these Rules and Regulations which are not defined herein shall have the meanings given to them in the Declaration or the other Governing Documents of the LAKEVIEW AT TRIBUTARY HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation (the "**Association**").

The Declarant and the Board have established and adopted these Rules and Regulations to protect the Amenity Center Facilities and to promote the health, safety, welfare, and enjoyment of all persons using the Amenity Center Facilities. The Amenity Center Facilities are Common Areas of the Association, and the Declarant and/or the Association has engaged a management company to operate the Amenity Center Facilities (the "**HOA Management Company**"). References in these Rules and Regulations to the "Association" in regard to decision making or the exercise of discretion shall be deemed to refer to the Board and the HOA Management Company. In the interest of making the use of the Amenity Center Facilities a pleasurable experience for all persons and to protect the Amenity Center Facilities, the Board or the Declarant may amend these Rules and Regulations from time to time, in accordance with the Declaration. Nothing in these Rules and Regulations shall be deemed to restrict, limit or impede any rights of Declarant as set forth in the Governing Documents. The Board and/or the Declarant may adopt additional rules and regulations with respect to other portions of the Amenity Center Facilities or Common Area.

Each Owner, Occupant or any other user of facilities within LAKEVIEW AT TRIBUTARY is responsible for complying with all such Rules and Regulations applicable to LAKEVIEW AT TRIBUTARY, as may be amended from time to time.

DEFINITIONS

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

"Amenity Center Facilities" – shall mean the properties and areas owned by Lakeview at Tributary Homeowners Association, Inc. and intended for recreational use and shall include, but not specifically be limited to, the clubhouse, fitness center, pool and pool area, pickleball courts, bocce ball court, and event lawn.

"Amenity Rules" – shall mean these Amenity Rules and Regulations of Lakeview at Tributary Homeowners Association, Inc., as amended, supplemented and/or restated from time to time.

"Board" – shall mean the Board of Directors of Lakeview at Tributary Homeowners Association, Inc.

"Community" – shall mean the multi-phased planned residential community known as "Lakeview at Tributary" in Nassau County, Florida.

"Family" – shall mean a group of Residents living together in a single home within the Community.

"Governing Documents" – means the Declaration, the Articles of Incorporation, and the Bylaws of the Association.

"Guest" – shall mean any person or persons who are invited by a Resident to participate in the use of any Amenity Center Facility on an occasional and temporary basis.

"HOA" – shall mean Lakeview at Tributary Homeowners Association, Inc.

"**HOA Management Company"** – shall mean any such management company, contracted by the HOA to manage the HOA.

"Invitee" – shall mean a person permitted to be present on or within any part of LAKEVIEW AT TRIBUTARY, including without limitation on or within the Common Areas, Facilities, and Recreational Facilities, at the request, or with the permission, of any Owner, Resident, Occupant, Renter, or Guest.

"Lifestyle Director" – shall mean staff designated by the HOA to be responsible for the management of activities at the Amenity Center Facilities.

"Declaration" – shall mean the Declaration of Covenants, Conditions, Restrictions and Easements for Lakeview at Tributary recorded on as Instrument Number: 202145046176 in Official Records Book 2521, Page 1612 of the Public Records of Nassau County, Florida, as amended, supplemented and/or restated from time to time.

"**Minor**" – shall mean any person seventeen (17) years of age or younger.

"Released Parties" – shall mean the HOA, the HOA Management Company, the Declarant, the Lifestyle Director, and each of their respective officers, directors, principals, agents, employees, managers, managing members, representatives, shareholders, successors, assigns, attorneys, and affiliates.

"Renter" – shall mean any tenant residing in a home within the Community pursuant to a valid rental or lease agreement.

"Resident" or "Residents" – shall mean any person, including a Renter, occupying a home within the Community, but excluding Guests and other persons visiting the home on a temporary basis.

"Rules" – shall mean the rules and regulations of Lakeview at Tributary Homeowners Association, Inc., as amended from time to time, as defined in the Declaration, including the Amenity Rules.

HOURS OF OPERATION FOR CERTAIN AMENITY CENTER FACILITIES

Facility	Days	Hours
Clubhouse	Monday - Sunday	6:00 a.m. to 11:00 p.m.
Fitness Center	Monday - Sunday	24/7
Swimming Pool	Monday	10:00 a.m. to Dusk
	Tuesday - Sunday	Dawn to Dusk
Pickleball Courts	Monday - Sunday	8:00 a.m. to 10:00 p.m.
Bocce Ball Court	Monday - Sunday	8:00 a.m. to 10:00p.m.

All hours of operation are subject to change. The HOA maintains the right to close any of the Amenity Center Facilities for any reason, including unforeseen circumstances.

INCLEMENT WEATHER

Every attempt will be made to remain open during times of inclement weather; however, the Amenity Center Facilities will be closed if the conditions are determined to be a threat to the Residents and/or staff. During periods of heavy rain, thunderstorms or other inclement weather, the pool, pool area and outdoor spa will be closed. The pool and pool area will be closed at any visual sighting of lightning or audible sound of thunder and shall not reopen until 30 minutes have elapsed from the last sighting of lightning or sound of thunder. The clubhouse is not a designated emergency shelter.

MAINTENANCE DAYS

In an effort to achieve the highest standards of facility cleanliness and safety, there will be times when certain areas of the Amenity Center Facilities will be shut down for improvements, cleaning, and preventative maintenance. Resident understanding and patience are appreciated as efforts are made to improve and maintain the cleanliness, safety, and aesthetics of the Amenity Center Facilities. When possible, maintenance days will be planned in advance and notice thereof may be posted on the HOA website or otherwise provided to Residents.

PROGRAMS, ACTIVITIES AND SERVICES

Program Descriptions

The HOA is pleased to offer our Residents a wide variety of programs and activities designed to meet the needs of Residents of a community for persons aged 55 years or older. Each year, the Lifestyle Director will evaluate existing programs. The format of each program or activity will be structured to most effectively provide participants with a positive recreational experience.

Program Calendars and Flyers

Residents can find information on new programs and events by staying in contact with the Lifestyle Director. Information on programs is also posted on a Community bulletin board, posted on the HOA website or sent out via email.

Program Registrations

Programs will be open to Residents and their Guests only. Residents may register Guests for programs; however, in order to provide Residents with priority registration, Guests will be assessed a surcharge and will only be able to register for programs if space permits. Registration dates and deadlines will be advertised each month. Registration will typically end one week prior to the start of the class or event unless otherwise noted.

Program Fees and Payment Types

A variety of complimentary and fee-based programs will be offered to Residents. Fees for programs and events are occasionally required to offset the cost of instruction, supplies, equipment and entertainment. Full payment must be made at the time of registration. Unless otherwise specified by the Lifestyle Director, payments shall be payable to the HOA.

Program Changes, Cancellations, Refunds and Credits

Program refunds may be granted on a case-by-case basis. Refunds after the program registration deadline or after a program begins may not be approved. *The Lifestyle Director will notify Residents if there is a need to change or cancel a program. If a program is cancelled, registered Residents and Guests may be issued a refund or credit.*

RSVPs and Registration Deadlines

Most programs will require advance registration or an RSVP to allow the Lifestyle Director to plan effectively. To avoid the unnecessary cancellation of a program, please register by the posted deadline. Late registrations may be accepted on a case-by-case basis. Due to the nature of some programs, the timing of events and the availability of space, late registration may not always be feasible.

Waiting Lists

Some programs may have maximum registration limitations. In the event that a program is full, a waiting list will be created. If there are cancellations in the program, the Residents on the waiting list will be contacted. This waiting list will also be utilized to determine if an additional program can be offered.

Resident Clubs and Interest Groups

Interest group meetings, activity club meetings and social events may be hosted at the Amenity Center Facilities. Clubs and interest groups will be Resident-managed and self-supporting. The Lifestyle Director will help to facilitate meetings and assist in the development and promotion of activities developed by the clubs. Any Resident wishing to develop an interest group or club should contact the Lifestyle Director to receive information and an application. Meeting and event dates will be subject to facility availability. All clubs must be open to any Resident. Guests may be permitted to attend club functions on a limited basis with permission from the Lifestyle Director.

FACILITY ACCESS FOB

A facility access fob is necessary to gain entry to the Amenity Center Facilities, including, without limitation, the clubhouse, fitness center, pool, and pickleball courts. Two (2) facility access fobs will be issued to each home at closing. Purchasers of homes upon resale should contact the HOA Management Company to have the facility access fobs updated with new Resident information. There are fees to replace any lost, stolen, or damaged fobs (for any reason). All lost or stolen access fobs should be reported immediately to the HOA Management Company. A maximum of two (2) access fobs will be issued per home. A current schedule of fees is available from the HOA Management Company. All Residents will be required to provide proof of residency.

RENTER'S PRIVILEGES

1) Owners who lease their residential unit(s) in the Community designate the Renter(s) of their Homes as the beneficial users of the Resident's membership privileges for purposes of Amenity Center Facilities use.
2) In order for a Renter to be entitled to use the Amenity Center Facilities, the Owner of the Home shall provide a copy of the executed lease to the HOA, at which point the Renter(s) listed in such lease will be designated by the owner of such Home as the beneficial user of the Amenity Center Facilities.
3) During the period when a Renter is designated as the beneficial user, the Owners of the Home leased by such Renter shall not be entitled to use the Amenity Center Facilities, and the Owners' access fobs will be deactivated for purposes of accessing the Amenity Center Facilities.
4) Owners of Homes shall be responsible for all charges incurred by their Renters which remain unpaid after the customary billing and collection procedure established by the HOA.
5) Renters shall comply with all Governing Documents and Rules of the HOA.

GUEST POLICY

1) It is the intent of the HOA that the Amenity Center Facilities are first and foremost for the benefit of Residents. The Guest Policy is not intended to allow Guests repeated access to the Amenity Center Facilities. Guests must be accompanied by a Resident when using any Amenity Center Facility. Owners and Residents are responsible for the conduct of, and any damages caused by, Guests while using the Amenity Center Facilities. Guests must comply with the Governing Documents and Rules.
2) Any person who does not qualify as an "Owner" or an "Immediate Family Member" or an "Occupant" as such terms are defined in the Declaration may only use the Amenity Center and other Common Area as a Guest of an Owner or Occupant, if and as applicable as determined by the Board in its sole discretion.
3) Guest privileges may be extended under these Rules and Regulations, as amended, from time to time, in the Declarant or the Board's sole discretion.
4) The Board reserves the right to limit the number of Guests that may accompany an Owner on any given day.
5) Guest Fees may be set forth as determined by the Board in its sole discretion. The Board may change the amount of such Guest Fees and policies for use of the Amenity Center Facilities by Guests at any time in its sole discretion. Guests will be charged the applicable Guest Fees as established by the Board from time to time. The sponsoring Owner and/or Occupant will be responsible for all such charges incurred but not paid by their Guests.
6) Guest privileges may be denied, withdrawn or revoked by the Board pursuant to the Governing Documents and Rules.
7) Guests are permitted to use the Amenity Center Facilities in accordance with these Rules and Regulations and other posted policies as established by the Board from time to time. The Association reserves the right to restrict or otherwise prohibit Guests' usage of certain Amenity Center Facilities for any reason at any time.
8) Each Owner and Occupant is responsible for the conduct of his/her Guests at the Amenity Center Facilities and all other portions of LAKEVIEW AT TRIBUTARY.
9) The Board reserves the right to amend and modify the number of times Guests are permitted to use the Amenity Center (or certain portions thereof) at any time.
10) If the manner, deportment or appearance of any Guest is deemed to be unsatisfactory, as determined by the Board or Community Manager in its sole discretion, the sponsoring Owner must, or the Community Manager may, cause such Guest to leave the Amenity Center upon the Community Manager's or Board's request.
11) The Board may allow use of the Amenity Center by Guests on such terms, conditions and at such Use Fees and rates and with such privileges as the Board determines in its sole discretion, from time to time.
12) Each Owner is responsible for informing and updating their Guests as to the Governing Documents, Rules and Regulations, and other policies of the Board.

LOSS OR DESTRUCTION OF PROPERTY; ASSUMPTION OF RISK

Each Owner, Resident, Occupant, Renter, Guest, and Invitee, as a condition of accessing and using the Amenity Center Facilities, shall be solely responsible for any personal property he or she brings into the Amenity Center Facilities. Placement or storage of any personal property in designated or permitted locations shall not constitute a bailment to the HOA. The HOA, the HOA Management Company, the Lifestyle Director, and their agents, contractors and/or employees shall not be responsible for loss of or damage to any item of personal property of an Owner, Resident, Occupant, Renter, Guest, or Invitee that has been brought into the Amenity Center Facilities. No person shall remove or relocate any piece of furniture or piece of property in the Amenity Center Facilities that belongs to the HOA, the Lifestyle Director and/or their contractors, without prior authorization from the HOA and/or the Lifestyle Director. Owners shall be liable for any damage to the Amenities Center Facilities and/or any furniture and/or property within the Amenity Center Facilities, which damage has been caused by the Owner, Resident, Occupant, Renter, Guest, or Invitee using the Amenity Center Facilities. The HOA reserves the right to pursue any and all legal and equitable remedies against any persons for any damages and/or losses to the Amenity Center Facilities or any furniture or property within the Amenity Center Facilities. Should any party bound by these policies bring suit against the HOA, or any staff, agents, officers or employees of the HOA in connection with any event operated, organized, arranged or sponsored by the HOA and fail to obtain judgment therein against the HOA or the staff, agents, officers or employees of the HOA (as applicable), then, to the extent permitted by law, such party shall be liable to the HOA for all costs and expenses incurred by the HOA in the defense of such suit (including court costs and attorneys' fees through all appellate proceedings).

INDEMNIFICATION AND RELEASE

Any Owner, Resident, Occupant, Guest, family member of a Resident or Guest, Invitee, or other person who, in any manner, uses any of the Amenity Center Facilities or other apparatus, appliance, facility, privilege or service owned, leased, or operated by the HOA, the HOA Management Company, the Lifestyle Director or their contractors, or participates in any activity or function held in any of the Amenity Center Facilities, whether or not operated or sponsored by the HOA, the HOA Management Company, or the Lifestyle Director shall do so at his or her own risk. To the fullest extent permitted by law, each Owner, Resident, Occupant, Renter, Guest, and Invitee agrees that he or she shall indemnify, hold harmless, and defend the HOA, the HOA Management Company, the Declarant, the Lifestyle Director, and each of their respective officers, directors, principals, agents, employees, managers, managing members, representatives, shareholders, successors, assigns, attorneys, and affiliates (the foregoing collectively, "Released Parties") from and against any and all claims, demands, causes of action, liabilities, losses, costs, damages, and expenses (including reasonable attorneys' fees and expenses and court costs incurred in defending any such claim or in enforcing this indemnity), of any nature, whether at law or in equity, past or present, known or unknown, fixed or contingent, and future and unaccrued, arising out of or related to: (i) the use and occupancy of any Common Areas, Facilities, Recreational Facilities (including the Amenity Center Facilities), and other HOA property; (ii) the operation or use of the apparatuses, appliances, equipment, tangible property, or amenities located on or within any Common Areas, Facilities, Recreational Facilities (including the Amenity Center Facilities), and other HOA property; (iii) the tortious or criminal acts of any person, except the criminal acts of one of the Released Parties; (iv) the provision of, decision to not provide, or the adequacy of any security of persons or property; (v) participation in any activity or function held on or within any Common Areas, Facilities, Recreational Facilities (including the Amenity Center Facilities), and other HOA property, whether or not operated or sponsored by the HOA, the HOA Management Company, Declarant, or the Lifestyle Director; (vi) breach of the Governing Documents or Rules, or violations of applicable law, by an Owner, Resident, Occupant, Renter, Guest, or any of their Invitees; and (vii) personal injury (including death) and property damage (including theft and loss of use of property), except to the extent finally adjudicated to have been solely caused by the gross negligence or willful misconduct of one or more of the Released Parties.

In addition, notwithstanding that these Rules may contemplate rights of some of the Released Parties to act or refrain from acting in furtherance of the promotion of the health, safety, or welfare of persons, such language is only present in these rules to clarify the scope of authority of such action or inaction, and is no way an undertaking of any duty or obligation by any of the Released Parties to ensure or protect the safety or security of any person or property under any circumstances. NOTWITHSTANDING ANY OTHER PROVISION OF THESE RULES, ALL PERSONS USING OR OCCUPYING ANY PORTION OF THE COMMON AREAS, FACILITIES, RECREATIONAL FACILITIES (INCLUDING THE AMENITY CENTER FACILITIES), OR OTHER PROPERTY OWNED OR OPERATED BY THE ASSOCIATION ARE EXCLUSIVELY RESPONSIBLE FOR ENSURING AND PROTECTING THEIR PERSONAL SAFETY AND PROPERTY AND AGREE THAT NONE OF THE RELEASED PARTIES ARE

RESPONSIBLE UNDER ANY CIRCUMSTANCES FOR ENSURING THE SAFETY OR SECURITY OF ANY PERSONS OR PROPERTY. ALL PERSONS USING OR OCCUPYING ANY PORTION OF THE COMMON AREAS, FACILITIES, RECREATIONAL FACILITIES (INCLUDING THE AMENITY CENTER FACILITIES), OR OTHER PROPERTY OWNED OR OPERATED BY THE ASSOCIATION OR DECLARANT, AS A CONDITION OF SUCH USE OR OCCUPANCY, RELEASE, WAIVE, AND FOREVER DISCHARGE THE RELEASED PARTIES FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, LIABILITIES, LOSSES, COSTS, DAMAGES, AND EXPENSES (INCLUDING REASONABLE ATTORNEY FEES AND COSTS), OF ANY NATURE, WHETHER AT LAW OR IN EQUITY, PAST OR PRESENT, KNOWN OR UNKNOWN, FIXED OR CONTINGENT, AND FUTURE AND UNACCRUED, ARISING OUT OF OR RELATED TO: (A) THE TORTIOUS OR CRIMINAL ACTS OF ANY PERSON, EXCEPT THE CRIMINAL ACTS OF ONE OF THE RELEASED PARTIES; (B) THE PROVISION OF, DECISION TO NOT PROVIDE, OR THE ADEQUACY OF ANY SECURITY OF PERSONS OR PROPERTY; AND (C) PERSONAL INJURY (INCLUDING DEATH) AND PROPERTY DAMAGE (INCLUDING THEFT AND LOSS OF USE OF PROPERTY), EXCEPT TO THE EXTENT FINALLY ADJUDICATED TO HAVE BEEN SOLELY CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ONE OR MORE OF THE RELEASED PARTIES.

In addition, all parents or natural guardians of Minors must, as a mandatory condition precedent of the Minor being permitted to use, occupy, or access any of the Common Areas, Facilities, Recreational Facilities (including the Amenity Center Facilities), or other HOA property, or being permitted to participate in any event or activity conducted by or with the consent of the HOA, execute a release of liability agreement on the Minor's behalf, in a form and content determined by the HOA.

AMENITY CENTER FACILITY RULES

1) All persons using the Amenity Center Facilities must comply with the Governing Documents and Rules.
2) Prior to access to and use of the Amenity Center Facilities, the Use and Release Agreement in the form adopted by the Board shall be signed by any user of the Amenity Center Facilities including, without limitation, all Owners, Residents, Occupants, Renters, Guests, and Invitees.
3) All Residents must have their assigned access fob to enter the Amenity Center Facilities. Fobs are only to be used by the Resident to whom they are issued. Residents must present their access fob upon request from the Lifestyle Director or any staff member.
4) Vehicles and golf carts must be parked in the parking lot of the clubhouse. Parking is permitted in the arrival plaza in front of the clubhouse for 15-minute loading/unloading purposes only. Overnight (between the hours of 12:00 a.m. and 6:00 a.m. on a calendar day) parking at the Amenity Center Facilities is prohibited. Vehicles shall not be parked on grass lawns or in any way which blocks the normal flow of traffic.
5) Anyone under eighteen (18) years of age must be accompanied by an Adult Resident in the clubhouse.
6) Smoking and vaping are not permitted anywhere on the Amenity Center Facility property.
7) Firearms and other weapons are not permitted in any of the Amenity Center Facilities.
8) Fireworks of any kind are not permitted anywhere on the Amenity Center Facilities or adjacent areas.
9) Outdoor grilling is prohibited at all Amenity Center Facilities.
10) Pets and other animals are prohibited on or within any of the Amenity Center Facilities, except for animals necessary to ameliorate the substantial impairment of one or more major bodily functions or major life activities that the Association is required to permit on or within certain parts of the Amenity Center Facilities by applicable law. Requests for accommodation should be presented in writing to the HOA Management Company.
11)
12) Alcoholic beverages may not be consumed on the Amenity Center Facilities in any manner prohibited by law. Alcoholic beverages may not be consumed by any person not permitted to purchase or consume them under the laws of the State of Florida. The Association reserves the right, in its sole discretion, to refuse service for alcoholic beverages to any person for any reason or no reason whatsoever.
13) Owners, Residents, Occupants, Renters, Guests, and Invitees are responsible for cleaning up after themselves and disposing of trash in appropriate containers.
14) Environmental controls, such as fans and HVAC systems, will remain on and at a set level and may not be adjusted by Owners, Residents, Occupants, Renters, Guests, or Invitees.
15) Skateboards, roller skates, roller blades, mopeds, scooters, hover boards, and other similar items are not permitted at any of the Amenity Center Facilities.
16) The Board reserves the right to authorize all programs and activities, including the number of participants, equipment and supplies usage, facility reservations, etc., at all Amenity Center Facilities. The Board also has the right to authorize HOA-sponsored events and

programs to better serve the Residents, to reserve any Amenity Center Facility for said events (if the schedule permits), and to collect revenue for those services provided.

17) Owners, Residents, Occupants, Renters, Guests, and Invitees shall treat all staff members with courtesy and respect and shall comply with any verbal instruction of staff members.

18) Complaints, criticisms, and suggestions of any kind relating to the management, service, or operation of the Amenity Center Facilities or vendors at the Amenity Center Facilities should be in writing, signed by the person and addressed to the Board and Community Manager.

19) Performance by entertainers of any sort is permitted at the Amenity Center only with the prior written permission of the Board. The Association may provide a variety of events at the Amenity Center some of which may be designated "Lakeview at Tributary Residents Only."

20) Except for advertisements by the Declarant or its approved designees, commercial advertisements cannot be posted or circulated anywhere on the Amenity Center Facilities, and solicitations of any kind cannot be made on the Amenity Center Facilities without the prior written approval of the Declarant and the Board. Other than as permitted in writing by the Board, petitions of any kind cannot be originated, solicited, circulated, or posted on the Amenity Center Facilities.

21) All Owners, Residents, Occupants, Renters, Guests, and Invitees shall abide by and comply with any and all federal, state, and local laws and ordinances while present at or utilizing the Amenity Center Facilities and shall ensure that any Minor for whom they are responsible, and any of their Guests and Invitees, also comply with them.

22) The Board, the HOA Management Company, the Lifestyle Director, and staff shall have full authority to enforce the Amenity Rules.

FACILITY PRIVATE EVENT RENTAL POLICIES

1) For a fee, rooms in the clubhouse may be reserved by Residents for a private event up to four (4) times per year. Reservations may not be made more than six (6) months prior to the event. Persons interested in reserving a room in the clubhouse should contact the Lifestyle Director regarding the availability of the anticipated date and time of the event and associated reservation fees. Please note that the facilities may be unavailable for private events during scheduled events and certain holidays and holiday weekends.
2) The pool area, fitness center, pickleball courts, and bocce ball court are not available for private reservation and shall be available for use by other Residents and their Guests, subject to the Guest Policies, during normal operating hours.
3) **Reservations:** Persons interested in reserving a room in the clubhouse must submit a completed Private Event Rental Agreement to the Lifestyle Director. All reservations are subject to the review and approval of the Board. The Board will review the Private Event Rental Agreement on a case-by-case basis and has the authority to reasonably deny a request. Upon approval of the Board, the Lifestyle Director will set up an appointment with the reserving party to finalize the Private Event Rental Agreement and to collect all fees and deposits associated with the reservation. All fees and deposits associated with the reservation must be submitted to the Lifestyle Director to reserve the room.
4) **Available Facilities:** The following areas of the Amenity Center Facilities are available for private reservation for up to six (6) total hours at a time, including set up and post-event cleanup.
    a. Tavern & Deck- maximum capacity of 48
    b. Multipurpose Room - maximum capacity of 26
5) **Facility Capacity:** Facility and room maximum capacity limits must be observed at all times and will be strictly enforced. The HOA and the HOA Management Company reserve the right to take all necessary actions to enforce compliance with this requirement. Examples of these actions include, but are not limited to, event cancellation, room or facility closure, access restrictions, and removal of event attendees.
6) **Reservations After Hours:** Under special circumstances, the Board will consider requests to reserve a room in the clubhouse for a timeframe outside the posted hours of operation. The latest time a private event may last until is 11:00 pm.
7) **Serving Alcohol:** If alcohol is to be served, a licensed, insured, third-party vendor must be obtained at the reserving party's expense. A copy of the vendor's alcoholic beverage license and a Certificate of Insurance (COI) must be presented to the Lifestyle Director prior to the event. The HOA must be listed as an additional insured on the COI. The HOA may condition the permitting of the service of alcohol on the execution of an agreement or agreements by such persons as deemed required by the HOA providing for waivers, releases, indemnity, and insurance for the benefit of the Released Parties. The person(s) reserving the room will be responsible and liable for any and all actions of the event attendees.
8) **Liability Insurance and Licensing:** Liability insurance coverage and licensing may be required by the HOA for certain events, on a case-by-case basis. If liability insurance coverage is required,

the Released Parties must be named on these policies as an additional insured party. Proof of this insurance is required prior to the event.

9) **Entertainment:** Due to sound system, electrical requirements, and copyright issues, prior approval of the Lifestyle Director is required for any entertainment. The volume of live or recorded music must not violate applicable Nassau County noise ordinances.

10) **Deliveries:** Deliveries of any rental items, decorations, food, etc. must be arranged in advance with the Lifestyle Director.

11) **Deposit:** A deposit is required at the time the reservation is approved. To receive a full refund of the deposit, the following must be completed:

    a. The person reserving the facility must be present for the duration of the reservation.
    b. All furniture must be left in its original arrangement and condition.
    c. Ensure that all garbage is removed and placed in the dumpster.
    d. Replace all garbage liners.
    e. Remove all displays, favors or remnants of the event.
    f. Using provided cleaners, wipe off counters, tabletops, chairs and sink area.
    g. Clean out and wipe down the refrigerator, microwave and all cabinets and appliances used.
    h. Clean any windows, doors, and mirrors in the rented room.
    i. Vacuum and/or sweep floors and clean up any spills with approved cleaners.
    j. Restrooms must be checked and cleaned if necessary.
    k. Ensure that no damage has occurred to the Amenity Center Facility and HOA property.
    l. Compliance with any other terms contained in the Governing Documents, Rules, and Private Event Rental Agreement.

12) **Cancellation Policy**: Cancellation of the reservation less than 48 hours before the date of the event shall result in a loss of the reservation fee.

13) **Fees / Deposits:** Reservation fees and deposits may be increased or decreased at any time, by action of the Board, in the discretion of the Board.

14) **Gambling:** Gambling (including games of chance) is not permitted at any event in the Amenity Center Facilities unless permitted under the Florida Statutes, Chapter 849, and approved in advance by the Board.

SWIMMING POOL AREA POLICIES

1) Owners, Residents, Occupants, and Renters are required to use an access fob to enter the Pool Area. Pool Rules are posted on the Pool Deck. The pool area is primarily for Owners, Residents, Occupants, and Renters to enjoy; it is not to be used for large groups of Guests or Invitees. The pool may not be rented or reserved for private events.
2) Guests must be accompanied by an Owner, Resident, Occupant, or Renter, and Owners, Residents, Occupants, and Renters are responsible for their Guests and Invitees at all times. Each Home is permitted four (4) Guests or Invitees (cumulatively) while using the pool Facilities.
3) Guests under the age of eighteen (18) are not permitted to use the pool Facilities.
4) Swim at your own risk. No lifeguards are provided.
5) No one is permitted in the pool area after dusk, unless a specific event is scheduled by the HOA.
6) Hard-sided coolers larger than 30qt. are prohibited in the pool area.
7)
8) Facility access fobs must be readily available for a staff member to view upon request.
9) The pool area is available for use by Owners, Residents, Occupants, Renters, and their two (2) Guests (cumulatively on a per-Home basis) on a first come, first served basis only. Owners, Residents, Occupants, and Renters are responsible for and must accompany their Guests in accordance with the Rules.
10) To avoid pool contamination and to mitigate health hazards, incontinent persons must wear appropriate swimming attire capable of fully containing all bodily waste as a mandatory condition of using the pool. Changing of diapers and clothes must be done in restrooms only.
11) Only proper clothing designed for swimming is permitted.
12) Aquatic toys and equipment are not permitted in the pool. No rafts, large kickboards, inner tubes, scuba gear, swim fins, balls, disks, inflatable objects, or other similar water play items are permitted. Exceptions for pool use are Coast Guard approved personal floatation devices, lap swimming kickboards, pool noodles, water aerobics accessories, masks, goggles, water wings, and water toys for organized special events. Staff members have the final say regarding the use of any and all recreational floatation devices.
13) Headphones must be worn when listening to personal music.
14) Physical and verbal abuse of any person are prohibited.
15) Pool furniture may not be reserved, removed from the pool area, or placed in the pool and must be returned to its proper location after use. Umbrellas must be lowered after use.
16) Pool facility users are responsible for cleaning up after themselves.
17) Chemicals used in the pool may affect certain hair or fabric colors. The HOA is not responsible or liable for these effects.
18) The pool may be closed due to weather warnings, contamination, chemical balancing, general maintenance and repairs, or staffing issues. In the event of contamination, the pool and pool area may be closed for up to 12 hours so that the pool may be chemically treated.
19) Pool policies, including hours of operation, may be changed at the discretion of the Board.

FITNESS CENTER POLICIES

1) The fitness center is an unattended facility. Persons using the facility do so at their own risk. Staff is not present to provide personal training, exercise consultation, or medical attention. Persons interested in using the fitness center are encouraged to consult with a physician prior to commencing a fitness program or using any fitness equipment. Use of spotters (another person present while engaging in an exercise to aid when required for safety) is encouraged. All fitness equipment must be used in accordance with manufacturer specifications.
2) Guests are not permitted to use the Fitness Center.
3) Food (including chewing gum) is not permitted within the fitness center. Beverages are permitted in the fitness center if contained in non-breakable containers with screw top or sealed lids. Alcoholic beverages are not permitted.
4) Appropriate clothing and athletic footwear (covering the entire foot) must always be worn in the fitness center. Appropriate clothing includes t-shirts, tank tops, and athletic wear (no jeans or swimsuits).
5) Each individual is responsible for sanitizing the fitness equipment before and after each use.
6) Hand chalk is not permitted to be used in the fitness center.
7) Headphones must be worn when listening to personal music.
8) Weights or other fitness equipment may not be removed from the fitness center.
9) Please limit use of cardiovascular equipment to thirty (30) minutes and step aside between multiple sets on weight equipment if other persons are waiting.
10) 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.
11) Please return weights to their proper location after use.
12) Any fitness program operated, established, and run by a staff member may have priority over other users of the fitness center.
13) Cease use and notify a staff member immediately if anything is wrong with the equipment.
14) Audio and television systems are provided for the convenience and enjoyment of Residents. Programs will be tuned to satisfy the interests of the majority, but the final decision rests with the Lifestyle Director.
15) No person may cause or permit any fitness instruction or training in exchange for consideration (i.e., personal trainers are prohibited) in the Fitness Center. All instructors and coaches are independent contractors that must be approved, certified, insured, and have a contractual agreement with the HOA.

PICKLEBALL COURT POLICIES

1) Courts are available for use by Owners, Residents, Occupants, Renters, and Guests. Owners, Residents, Occupants, and Renters are responsible for and must accompany their Guests in accordance with the Rules.
2) The courts are available on a first come, first served basis using the reservation system.
3) Anyone under eighteen (18) years of age must be accompanied by an Adult Resident while on the pickleball courts.
4) Courts may be reserved for a Community approved program or event.
5) There are times when the courts will be unavailable for use due to maintenance, weather, or unforeseen circumstances. Scheduled maintenance times will be posted.
6) A schedule of activities will be posted and updated by the Lifestyle Director.
7) Bikes, rollerblades, roller shoes, skateboards, and equipment with wheels are not permitted on the courts.
8) All players shall be dressed in appropriate attire, which includes: shirts, shorts, skirts, or warm-up suits. These items must always be worn when using the courts.
9) Proper footwear is required. Hard-soled shoes, running shoes, shoes with heels, rough-soled or ridged-bottom shoes are not permitted.
10) Food and gum are not permitted on the courts. Drinks must be in a non-breakable, spill-proof container.
11) Profanity, excessive noise, fighting, and disruptive behavior are prohibited.
12) No furniture is permitted on the playing surfaces.
13) Pets or other animals are not permitted within the court areas, except for animals necessary to ameliorate the substantial impairment of one or more major bodily functions or major life activities that the Association is required to permit on or within the court areas by applicable law. Requests for accommodation should be presented in writing to the HOA Management Company.
14) No person may cause or permit any instruction or training in exchange for consideration. All instructors and coaches are independent contractors that must be approved, certified, insured, and must have a contractual agreement with the HOA.

BOCCE BALL COURT POLICIES

1) The bocce ball court is available for use by Owners, Residents, Occupants, Renters, and Guests. Owners, Residents, Occupants, and Renters are responsible for and must accompany their Guests in accordance with the Rules.
2) The bocce ball court is available on a first come, first served basis.
3) Anyone under eighteen (18) years of age must be accompanied by an Adult Resident while on the bocce courts.
4) There are times when the bocce ball court will be unavailable for use due to maintenance, weather, or unforeseen circumstances. Scheduled maintenance times will be posted.
5) A schedule of activities will be posted and updated by the Lifestyle Director.
6) Proper footwear is required to prevent damage to the bocce ball court.
7) Food and gum are not permitted on the bocce ball court.
8) Profanity, excessive noise, fighting, and disruptive behavior are prohibited.
9) Using provided equipment, Owners, Residents, Occupants, Renters, and Guests shall return the bocce ball court to good condition and return provided equipment after play.
10) Pets or other animals are not permitted within the bocce ball court, except for animals necessary to ameliorate the substantial impairment of one or more major bodily functions or major life activities that the Association is required to permit on or within the court areas by applicable law. Requests for accommodation should be presented in writing to the HOA Management Company.
11) When other players are waiting, bocce ball court use is limited to 1 hour.
12) No person may cause or permit any instruction or training in exchange for consideration. All instructors and coaches are independent contractors that must be approved, certified, insured and must have a contractual agreement with the HOA.

FISHING POLICIES

1) Residents may only fish from the pier at the pond located at the Clubhouse. We ask that you respect your fellow landowners and access the pond through the proper access points.
2) No watercrafts of any kind are allowed in the ponds.
3) Swimming is prohibited in any of the ponds.
4) Catch and release for all fish caught in the pond. The pond is not intended for anything but catch and release, as it is designed as a retention pond. The purpose of the pond is to help facilitate the District's natural water system for run off and overflow. The ponds are not to State code for keeping your catch so please protect yourself and our fish population and return them to the water. `

SUSPENSION OF PRIVILEGES

1) The Declaration provides the authority for the Board to establish and enforce these Amenity Rules, and the Board has granted the right to the HOA Management Company and/or the Lifestyle Director to enforce these Amenity Rules.
2) Privileges at the Amenity Center Facilities can be subject to suspension, if an Owner, Resident, Occupant, Renter, Guest, or Invitee:
    a. Submits false information on the application for an access fob
    b. Permits unauthorized use of an access fob.
    c. Exhibits unsatisfactory behavior or appearance.
    d. Fails to comply with the Governing Documents or Rules.
    e. Treats the personnel or employees of the Amenity Center Facilities in an unreasonable or abusive manner. Examples include, but are not limited to the use of profanity, verbal and physical assault and harassment.
    f. Engages in conduct that is improper or likely to endanger the welfare, safety, or reputation of the facility or staff.
    g. Fails to pay any amounts owed to the HOA for 90 days or more.
    h. Engaged in such other objectionable conduct as determined in the discretion of the Board.
3) The right of all Owners, Residents, Occupants, Renters, Guests, and Invitees associated with a Home to use any Common Areas, Facilities, and Recreational Facilities (including the Amenity Center Facilities may be suspended even if the violation was committed by one Owner, Resident, Occupant, Renter, Guest, or Invitee associated with a Home.
4) In addition to the remedies set forth in these Amenity Rules, the Board may pursue any and all legal and equitable remedies available pursuant to the Governing Documents, Rules, and applicable law for a violation of these Amenity Rules.
5) The following procedure shall apply in the event of a violation of these Amenity Rules: a warning shall be given to the violator for the first violation. If the violation continues or recurs, the violating person will be asked to leave the Amenity Center Facilities, and the Owners, Residents, Occupants, Renters, Guests, and Invitees associated with the person may be subject to suspension of privileges to use the Amenity Center Facilities, or such other remedies determined in the Board's discretion, consistent with applicable law and the Governing Documents.
6) Notwithstanding anything to the contrary contained herein, the Board, the HOA Management Company, and/or the Lifestyle Director may at any time restrict or suspend any Resident privileges to use any or all of the Amenity Center Facilities when such action is necessary to protect the health, safety, and welfare of other Owners, Residents, Occupants, Renters, Guests, and Invitees, the Lifestyle Director, or staff members, or to protect the Amenity Center Facilities from damage.