

# **Laurel Road Community Development District**

## **RESIDENT HANDBOOK Rules and Regulations for Amenity Facilities**

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## **Definitions**

**“Amenity Facilities or Amenity”** – shall mean the properties and areas owned by the District and intended for recreational use and shall include, but not specifically be limited to, the Visterra of Venice community amenity location, together with their appurtenant facilities and areas.

**“Amenity Facilities Policies” or “Policies”** – shall mean all Amenity Facilities Policies of the District as amended from time to time.

**“Amenity or Lifestyle Manager”** – shall mean the management company, including its employees, staff and agents, contracted by the District to manage Amenity Facilities within the District, which facilities include, but are not limited to, Visterra of Venice future community amenity location.

**“Annual User Fee”** – shall mean the fee established by the District for any person that is not a member 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 Laurel Road Community Development District Board of Supervisors.

**“Clubhouse Facilities”** – shall mean the Visterra of Venice community amenity.

**“District”** – shall mean the Laurel Road Community Development District.

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

**“Resident Services Office”** – shall mean the on-site location for the management company, including its employees, staff and agents.

**“Family”** – shall mean a group of individuals living under one roof or head of household. This does not include visiting relatives or extended family not residing in the home.

**“Guest”** – shall mean any person or persons who are invited and accompanied for the day by a Patron to participate in the use of the Amenity Facilities.

**“Non-Resident”** – shall mean any person or persons that do not own property within the District.

**“Non-Resident Member”** – shall mean any person or Family not owning property in the District who is paying the Annual User Fee to the District for use of all Amenity Facilities.

**“Patron” or “Patrons”** – shall mean Residents, Non-Resident Members, and Renters who are sixteen (16) years of age and older.

**“Renter”** – shall mean any tenant residing in a Resident’s home pursuant to a valid rental or license agreement.

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

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

**“Minor”** – shall be considered any person seventeen (17) years of age or younger.

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## **Annual User Fee Structure**

The annual user fee for persons not owning property within the District is equivalent to approved total assessments levied per the District's fiscal year of the largest front footage product, per the approved methodology. This fee is per family, which shall be reviewed each year in conjunction with the adoption of the annual Fiscal Year budgets for Laurel Road Community Development District. The fee includes all amenities within the District. This fee will cover usage of all Amenity Facilities for one (1) full year from the date of receipt of payment by the District. This fee must be paid in full at the time of the completion of the Non-Resident User application. Each subsequent annual user fee shall be paid in full on the anniversary date of application for usage. Such fee may be increased, in accordance with the annual approved budget. This usage application is not available for commercial or business purposes.

## **Amenity Access Mobile Credentials**

Two (2) amenity access mobile credentials will be issued to each Resident or Non-Resident household; this includes all children sixteen (16) years of age and older. Each time an amenity access mobile credential is issued, members will be required to provide proof of District residence or an executed Non-Resident Member Application, paid in full. All members will be required to complete an Amenity Facilities registration form before receiving their amenity access mobile credential.

Residents wishing to purchase mobile credentials for additional family members over the age of sixteen (16) may do so by contacting the Lifestyle Manager. There is a \$15 charge per additional mobile credential issued. Amenity access mobile credentials are non-transferable and may be deactivated on site if being used by someone other than the person to whom it was issued. Amenity access mobile credentials will not be issued on a Guest basis. At the discretion of the Lifestyle Manager, temporary access mobile credentials for a limited time may be issued to an extended visitor. There will be a \$25 charge for the extended visitor amenity access mobile credential. See the Lifestyle Manager for replacement and reissuing of amenity access mobile credentials; this may incur a fee of \$25.00.

## **Guardian Access Mobile Credentials**

Up to two (2) guardian amenity access mobile credentials may be issued to a Resident Family, Non-Resident Member Family, or Renter Family at any one time. The person(s) being issued this mobile credential must be at least eighteen (18) years of age or older. An executed and notarized Guardianship Power of Attorney Form is required for each guardian. Where there are multiple children under the age of eighteen (18) who will be under the guardian's care, each child must be listed on the form(s).

Guardian mobile credentials are valid for one (1) year from the date of issuance. Guardians may not use the Amenity Facilities unless using them with the child or children assigned to their mobile credentials. Guardians are also not permitted to bring Guests to the Amenity Facilities at any time. There is a \$25.00 charge per mobile credential. The child or children assigned to the guardian may be required to obtain a child identification per the Lifestyle Manager. There is a \$10.00 charge for this child identification.

## **Renters' Privileges**

1. Residents who rent out their residential unit(s) in the District shall have the right to designate the Renter of their residential unit(s) as the beneficial users of the Resident's membership privileges for purposes of Amenity Facilities use.
2. In order for the Renter to be entitled to use the Amenity Facilities, the Renter must acquire a membership with respect to the residence which is being rented or licensed. An Amenity Assignment of Rights and Privileges Form must be executed by the Resident on behalf of the renter and witnessed prior to any facility access fobs being issued to the Renter. A Renter who is designated as the beneficial user of the Resident's membership shall be entitled to the same rights and privileges to use the Amenity Facilities as the Resident. There is a \$25.00 charge per mobile credential issued to Renters. No charge applies for extending an existing mobile credential.
3. During the period when a Renter is designated as the beneficial user of the membership, the Resident shall not be entitled to use the Amenity Facilities with respect to that membership.
4. Residents shall be responsible for all charges incurred by their Renters which remain unpaid after the customary billing and collection procedure established by the District. Resident owners are responsible for the deportment of their respective Renter.
5. Renters shall be subject to such other rules and regulations as the District may adopt from time to time.

## **Guest Policy**

1. The guest policy varies by facility. See each section for the specific policy applicable to that facility.
2. Access mobile credentials are not issued on a Guest basis.
3. Guests must always be accompanied by a Patron when using any of the Amenity Facilities.
4. Patron will be responsible for any damages caused by Guests while using facilities.

## **Loss or Destruction of Property or Instances of Personal Injury**

Each Patron and each Guest, as a condition of invitation to the premises of the Amenity Facilities, 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 the premises of the center, whether in lockers or elsewhere.

No person shall remove from the room in which it is placed or from the Amenity Facilities' premises any property or furniture belonging to the District or its contractors without proper authorization. Amenity Facilities Patrons shall be liable for any property damage and/or personal injury at the Amenity Facilities, or at any activity or function operated, organized, arranged or sponsored by the District or its contractors, caused by the member, 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, licensed 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 Facilities' premises, shall do so at his or her own risk, and shall hold the Amenity Facility, the District, the Board of Supervisors, District employees, District representatives, District contractors, District agents, harmless for any and all loss, cost, claim, injury damage or liability sustained or incurred by him or her, resulting there from 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 Facility 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 Amenity Facility 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).

### **Indemnification**

Each organization, group or individual reserving the use of an Amenity Facility (or any part thereof) agrees to indemnify and hold harmless the District, the owners of the Amenity Facility and the owner's officers, agents and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity, for injuries, death, property damage of any nature, arising out of, or in connection with, the use of the District.

Each organization, group or individual reserving the use of District facilities agrees to indemnify and hold harmless the District and the amenity management firm, and the respective officers, agents and employees of each, from any and all liability, claims, actions, suits or demands by any person, corporation or other entity, for injuries, death, property damage of any nature, arising out of or in connection with, the use of the district lands, premises and / or facilities, including litigation or any appellate proceeding with respect thereto. Nothing herein shall constitute or be construed as a waiver of the District's sovereign immunity granted pursuant to Section 768.28, Florida Statutes.

The District and its agent, employees and officers shall not be liable for. The Resident or Non-Resident Member user shall release all claims for injury or damage to or loss of personal property or to the person, sustained by the user or any person claiming through the user resulting from any fire, accident, occurrence, theft or condition in or upon the District's lands, premises and/or facilities.

### **Suspension and Termination of Adult Privileges**

1. Privileges at the Amenity Facilities can be subject to suspension or termination by the Board of Supervisors if a Patron:
  - a. Submits false information on the application for an access mobile credentials.
  - b. Permits unauthorized use of an access mobile credentials.
  - c. Exhibits unsatisfactory behavior or appearance.
  - d. Fails to abide by the Rules and Policies established for the use of facilities.
  - e. Treats the personnel or employees of the facilities in an unreasonable or abusive manner. Examples include, but are not limited to the use of profanity, verbal or physical assault.
  - f. Engages in conduct that is improper or likely to endanger the welfare, safety or reputation of the facility or Staff.



2. Management may at any time restrict or suspend any Patron's privileges to use any or all the Amenity Facilities when such action is necessary to protect the health, safety and welfare of other Patrons and their guests, or to protect the District's facilities from damage.
3. The District shall follow the process below regarding Suspension or Termination of an Adult Patron's privileges:
  - a. First Offense - Written notice & explanation of the violation will be given to the Patron and a copy of such notice will be filed in the Resident Services Office.
  - b. Second Offense –Will result in an automatic suspension of all amenity privileges for thirty (30) days. Written notice & explanation will be given to the Patron and a copy of such notice will be filed in the Resident Services Office.
  - c. Third Offense – Will result in a suspension of all amenity privileges until the next Board of Supervisors Meeting. At the Board meeting, a record of all previous offenses will be presented to the Board for recommendation of termination of the Patron's privileges for one (1) year (or some shorter amount of time at the Board's discretion). Written notice will be given to the Patron as to the Board of Supervisors decision.
4. Immediate Suspension & Removal:
  - a. The Board Chairperson, District Manager, Amenity Manager have the exclusive right, authority and discretion to suspend any Adult Patron for the use of profanity and failure to follow staff direction for a period of no less than seven (7) days.
  - b. An incident report will be generated, and a copy of such notice will be filed in the Resident Services Office.
  - c. Upon issue of an immediate suspension, should the Patron continue to act or perform in an inappropriate manner/behavior, that Adult Patron shall forfeit all amenity privileges until the next Board of Supervisors meeting. Furthermore, District Staff will recommend termination of Adult Patron's privileges for a period of six (6) months.
5. Notwithstanding the foregoing, if at any time an Adult Patron is arrested for an act committed, or allegedly committed, while at any District Facility, that Adult Patron shall have all amenity 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 termination of Adult Patron's privileges for up to one (1) year (or some shorter amount of time at the Board's discretion). Written notice will be given to Adult Patron as to the Board of Supervisors decision.
6. Utilizing the facilities during the suspension period will result in a trespassing citation issued by law enforcement officers of the Sarasota County Sheriff's Office or Florida Highway Patrol. Furthermore, attendance as a guest will also be prohibited during such time. Attempts made to gain access to the facilities using another person's access mobile credentials will result in confiscation of the access mobile credentials being used and the suspension of that mobile credentials holder's privileges for a period of fifteen (15) days.

7. Suspension Effective Date:
  - a. The Effective Date for amenity privilege suspension will be from the date of the written notice of suspension.
  - b. Weekdays (Monday – Friday) and Weekends (Saturday – Sunday) will be calculated toward the total number of suspension days.
  - c. The Effective Date for the amenity privilege suspension will be stayed if the party subject to suspension files a notice of appeal of such suspension, in writing, to the District Management Office within 5 business days of the date of the written notice.
8. Appeal Process – Adult Patrons:
  - a. Any person has the right to dispute and request an appeal to the District's Board of Supervisors.
  - b. A notice of appeal must be submitted in writing to the District Management Office within five (5) business days of the date of the written notice for placement on the next regularly scheduled District meeting agenda.
  - c. Such notice of appeal shall outline all facts and support documentation that constitutes the basis of appeal.
  - d. The District Management Office must be in receipt of such appeal no fewer than five (5) business days prior to the next regularly scheduled District meeting or such appeal will be heard at the next subsequent scheduled District meeting.
  - e. Any person appealing will be governed by the following procedures:
    - i. Appellant must be physically present or represented by counsel at meeting in which the appeal will be heard by the Board of Supervisors.
    - ii. Failure to attend will result in dismissal of appeal with no resubmission on future District agenda docket.
    - iii. Appellant's argument & basis for appeal will be limited to five (5) minutes per account unless otherwise expanded by the Board of Supervisors.
    - iv. The District Board of Supervisors and District Staff may question the appellant on any matter relevant to the appeal.
    - v. The District Board of Supervisors and District Staff may present testimony or documentary evidence on any matter, from any source, relevant to the appeal.
    - vi. Appellant must furnish enough copies (8) of any documentation to present to the Board of Supervisors supplementing the argument and basis for the appeal (if applicable).
  - f. The District's Board of Supervisors reserves the right to grant or deny any appeal at their sole and absolute discretion.
  - g. District action(s) will be resolved by way of successful Board motion.
  - h. Upon Board action on an appeal, no subsequent appeal will be given or heard for the same offense.

## **Suspension and Termination of Minor Privileges**

1. At the discretion of Amenity Facilities Staff, Minors (children under the age of eighteen (18)), who violate the rules and policies may be expelled from the Amenity Facilities for one (1) day. Upon such expulsion, a written report shall be prepared detailing the name of the child, the prohibited act committed and the date. This report will be mailed to the parents of the child and will be kept on file at the Resident Services Office.
2. Any Minor who is expelled from the Amenity Facilities three (3) times in a one-year period shall have their Amenity Facilities privileges suspended for one (1) year from the date of the third offense.
3. Notwithstanding the foregoing, at any time a Minor is arrested for an act committed, or allegedly committed, while at any District Facility, that minor shall have all amenity 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 termination of minor's privileges for up to one (1) year (or some shorter amount of time at the Board's discretion). Written notice will be given to known minor's guardian(s) as to the Board of Supervisors decision.
4. Utilizing the facilities during the suspension period will result in a trespassing citation issued by the law enforcement officers of the Sarasota County Sheriff's Office or Florida Highway Patrol. Furthermore, attendance as a guest will also be prohibited during such time. Attempts made to gain access to the facilities using another person's access mobile credentials will result in confiscation of the access mobile credentials being used and the suspension of that mobile credentials holder's privileges for a period of fifteen (15) days.
5. Suspension Effective Date:
  - a. The Effective Date for amenity privilege suspension will be from the date of the written notice of suspension.
  - b. Weekdays (Monday – Friday) and Weekends (Saturday – Sundays) will be calculated toward the total number of suspension days.
  - c. The Effective Date for the amenity privilege suspension will be stayed if the party subject to suspension files a notice of appeal of such suspension, in writing, to the District Management Office within 5 business days of the date of the written notice.
6. Appeal Process – Minor Patrons:
  - a. Any minor has the right to dispute and request an appeal to the District's Board of Supervisors.
  - b. A notice of appeal must be submitted in writing to the District Management Office within five (5) business days of the date of the written notice for placement on the next regularly scheduled District meeting agenda.
  - c. Such notice of appeal shall outline all facts and support documentation that constitutes the basis of appeal.
  - d. The District Management Office must be in receipt of such appeal no fewer than five (5) business days prior to the next regularly scheduled District meeting or such appeal will be heard at the next subsequent scheduled District meeting.

- e. Any minor appealing will be governed by the following procedures:
  - i. Minor Appellant and at least one parent or guardian must be physically present or represented by counsel at meeting in which the appeal will be heard by the Board of Supervisors.
  - ii. Failure to attend will result in dismissal of appeal with no resubmission on future District agenda docket.
  - iii. Appellant's argument & basis for appeal will be limited to five (5) minutes per account unless otherwise expanded by the Board of Supervisors.
  - iv. The District Board of Supervisors and District Staff may question the appellant on any matter relevant to the appeal.
  - v. The District Board of Supervisors and District Staff may present testimony or documentary evidence on any matter, from any source, relevant to the appeal.
  - vi. Appellant must furnish enough copies (8) of any documentation to present to the Board of Supervisors supplementing the argument and basis for the appeal (if applicable).
- f. The District's Board of Supervisors reserves the right to grant or deny any appeal at their sole and absolute discretion.
- g. District action(s) will be resolved by way of successful Board motion.
- h. Upon Board action on an appeal, no subsequent appeal will be given or heard for the same offense.

### **General Facility Provisions**

1. The Board reserves the right to amend, modify, or delete, in part or in their entirety, these Rules and Regulations when necessary, at a duly noticed Board meeting, and will notify the Patrons of any changes. However, in order to change or modify rates or fees beyond the increases specifically allowed for by the District's rules and regulations, the Board must hold a duly noticed public hearing on said rates and fees.
2. All Patrons must have their assigned facility access mobile credentials upon entering the amenities. Facility access mobile credentials are non-transferable and may be confiscated on site if being used by someone other than the person to whom it was issued. Patron must present facility access mobile credentials upon request from Amenity Staff members.
3. Children under sixteen (16) years of age must be accompanied by a parent/guardian/adult patron aged eighteen (18) or older, with a valid Amenity Access mobile credential or child identification.
4. Patrons aged twelve-sixteen (12-16) may access the Fitness Center accompanied by a parent/guardian/adult patron and must be supervised at all times by said patron.
5. All hours of operation of Amenity Facilities will be established and published by the District. The Clubhouse Facilities will be closed on the following holidays: Easter, Memorial Day, July 4<sup>th</sup>, Labor Day, Thanksgiving Day, Christmas Day and New Year's Day. The Clubhouse Facilities may also have limited hours of operation or be closed on Christmas Eve and New Year's Eve with Board authorization.

6. Dogs and all other pets (except for Service Animals) are not permitted at the Clubhouse Facilities and pool. Where Service Animals are permitted on the grounds, they must be leashed. Patrons are responsible for picking up after all pets as a courtesy to residents and in accordance with the law.
7. No open containers or glass are not permitted at any of the Amenity Facilities, parks, playgrounds and common areas. Alcoholic beverages shall not be served or sold. Alcoholic beverages are only permitted at pre-approved private parties and may also be served at District pre-approved or programmed special events.
8. Facility parking lots are intended for use by Patrons and their guests only while they're using the facilities. Vehicles must be parked in designated areas. Vehicles may not be parked on grass lawns, or in any way which blocks the normal flow of traffic. No extended or overnight parking is permitted.
9. Fireworks of any kind are not permitted anywhere on the Amenity Facilities, District Property, and adjacent areas.
10. Only District employees and staff are allowed in the service areas of the Amenity Facilities.
11. The Board of Supervisors (as an entity) and the District Manager, the Amenity Manager, and its staff shall have full authority to enforce these policies.
12. No use of tobacco, vaping, or marijuana products, including cigarettes, spit tobacco, or e-cigarettes, is permitted within any of the Amenity Facilities.
13. Guests must be accompanied by a Patron while using the Amenities.
14. All lost or stolen access mobile credentials should be reported immediately to the Resident Services Office.
15. Disregard for any Amenity Facilities rules or policies may result in expulsion from the facility and/or loss of Amenity Facilities privileges in accordance with the procedures set forth herein.
16. Patrons and their guests shall treat all staff courteously and respectfully.
17. Golf carts, motorcycles, off-road vehicles (including ATVs), and motorized scooters are prohibited on all property owned, maintained, and operated by the District or at any of the Amenities within the District with the exception of parking lots or unless the said vehicles are owned by the District.
18. Skateboarding is not allowed on any District Amenity Facility Property; this includes, but is not limited to, the Amenity Facilities, parks, open green spaces, and sidewalks or common areas surrounding these areas.
19. Commercial advertisements shall not be posted or circulated in the Amenity Facilities. Petitions, posters, or promotional material shall not be originated, solicited, circulated, or posted on Amenity Facilities property unless approved in writing by the Amenity Manager.
20. The Amenity Facilities shall not be used for commercial purposes without written permission from the Amenity Manager and the District Manager. The term "commercial purposes" shall mean those activities which involve, in any way, the provision of goods or services for compensation.
21. Firearms or any other weapons are not permitted in any of the Amenity Facilities.

22. The Amenity Manager reserves the right to authorize all programs and activities, including the number of participants, equipment and supplies usage, facility reservations, etc., at all Amenity Facilities, except usage and license fees that have been established by the Board. The Amenity Manager also has the right to authorize management-sponsored events and programs to better serve the Patrons and to reserve any Amenity Facility for said events (if the schedule permits) and to collect revenue for those services provided. This includes, but is not limited to, various athletic events and programs, children's programs, social events, etc. Should the District be entitled to any of these revenues based on its established license or usage fees, the Amenity Manager will be required to compensate the District accordingly.
23. There is no trespassing or fishing allowed in all designated wetland conservation and/or mitigation areas located on District property. Trespassers will be reported to the local authorities.
24. Loitering (the offense of standing idly or prowling in a place, at a time or in a manner not usual for law-abiding individuals, under circumstances that warrant a justifiable and reasonable alarm or immediate concern for the safety of persons or property in the vicinity) is not permitted at any Amenity Facility.
25. All Patrons shall abide by and comply with any and all federal, state and local laws and ordinances while present at or utilizing the Amenity Facilities and shall ensure that any minor for whom they are responsible also complies with the same.
26. Various areas of all Amenity Facilities are under twenty-four (24) hour video surveillance.
27. Outdoor grilling, with the exception of the District-owned grill, is prohibited at all Amenity Facilities.
28. Garbage cans located on District property are for doggie pot bags or garbage generated while using District amenities. These garbage cans are not to be used for personal home trash. Residents using these garbage cans for personal trash may be subject to a disposal fee of Two Hundred Dollars (\$200.00) per violation.
29. Lifestyle Manager may close all facilities due to inclement weather and evidence of lightning.

### **General Amenity Facilities Usage Policy**

All Patrons and Guests using the Amenity Facilities are expected to conduct themselves in a responsible, courteous and safe manner, in compliance with all policies and rules of the District. Violation of the District's Policies and/or misuse or destruction of Amenity Facilities equipment may result in the suspension or termination of District Amenity Facilities privileges with respect to the offending Patron or Guest. The District may pursue further legal action and restitution regarding destruction of Amenity Facilities property or equipment.

1. Hours: The District Amenity Facilities are available for use by Patrons during normal operating hours to be established and posted by the District.
2. Emergencies: After contacting 911 if required, all emergencies and injuries must be reported to the office of the District Manager PFM Group Consulting, LLC, (PFM) Tel. 407.723.5900

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

### **Instructor Use of District Property**

Any person wishing to conduct or instruct a class or program on District property, whether fee-based or free, must be preapproved by the Laurel Road Community Development District Board of Supervisors. The Board of Supervisors may, at its discretion, delegate this authority to the Lifestyle Manager. A fully completed and approved Instructor Agreement, proof of compliance with the District's insurance requirements and proof of any requested instructor certification requirements must be on file with the District prior to the commencement of the first class and must remain in effect throughout the duration of the class or program. Approved instructors are bound by the Instructor Agreement which is incorporated herein by this reference. Failure to comply with the provisions of the Instructor Agreement will result in cancellation of the class or program.

### **Amenity Facility Licensing Policies**

Adult Patrons may reserve for license certain portions of the Amenity Facilities for private events.

Current Facility License availability is limited to Tuesday – Saturday between the hours of 10:00 am – 8:00 pm, and provided no community activity or program is scheduled, and adequate staff are available. These license times will be reviewed on a continual basis and may change in the future.

Only one (1) room or portion of the facility is available for license during regular hours of operation and reservations may not be made more than six (6) months prior to the event. Persons interested in doing so should follow the procedures set forth in Paragraph 1. Reservations. Please note all the facilities are unavailable for private events on the following holidays:

New Year's Day	Good Friday	Easter Sunday
Friday Preceding Spring Break		Mother's Day
Last Day of School	Memorial Day	Father's Day
Fourth of July	Labor Day	Thanksgiving Day
Christmas Eve	Christmas Day	New Year's Eve

The pool and pool deck areas, the event/yoga lawn, firepit, or other common areas of the facilities are not available for private license and shall remain open to other Patrons and their guests during normal operating hours. The Patron licensing any portion of the facility shall be responsible for any and all damage and expenses arising from the event.

1. Reservations: In order to reserve a room for license, Patrons must contact the Resident Services Office at least four (4) weeks prior to the license date. Patrons will be required to submit a Preliminary Facility License Form to the Resident Services Office and, upon approval, will be required to submit a completed Facility Licensing Agreement and all fees associated with the license. The Facility Licensing Agreement must be completed, and payment received at least two (2) weeks before the private event date. One payment must be in the amount of the room licensing fee and the other payment must be in the amount of Two Hundred Dollars (\$200.00) as a deposit. All checks and money orders must be made payable to the Laurel Road Community Development District. The Resident Services Office has the authority to reasonably deny a request. Denial of a request may be appealed to the District's Board of Supervisors for consideration. Reservations for Charity Events must be made at least ninety (90) days in advance of event and are contingent on District Board approval.
2. Cancellation Policy: Cancellation of a reservation less than thirty (30) days from the reserved date will result in the loss of the license fee and return of the deposit.  
Available Facilities: The following areas of the District are available for private license (capacity; license fee established by rule, time frame available) for up to five (5) total hours, including set up and post-event cleanup, including returning any relocated items and furnishings. Additional hours may be available upon request at a pro-rated amount provided staff are available. Approval for additional hours, and to rent both locations, is at the discretion of the Lifestyle Manager.
  - a. Visterra Club Lounge
    - Eight-two (82) Fire Code
    - Sixty (60) Person Capacity
    - Anytime between 10:00 am to 4:00 pm, \$100.00 (max. 5 hours)
    - Anytime between 4:00 pm to 9:00 pm, \$150.00 (max. 5 hours)
  - b. Visterra Club Game Room
    - Seventy (70) Fire Code
    - Forty (40) Person Capacity
    - Anytime between 10:00 am to 4:00 pm, \$100.00 (max. 5 hours)
    - Anytime between 4:00 pm to 9:00 pm, \$150.00 (max. 5 hours)
3. Staffing: One (1) staff person is required to be present on site during the facility license period. Should alcohol be added to the Facility License, an additional staff person is required by the District to be present at the private event, as such, an additional one-hundred-dollar (\$100.00) license fee will be added to the total amount owed.
4. Deposit: A deposit in the amount of Two Hundred Dollars (\$200.00) is required at the time the reservation is made. The deposit will be refunded in full if all conditions listed on the Facility Leasing Agreement are met. The District may retain all or part of the deposit if the District determines, at its sole discretion, that it is necessary to repair any damage, including cleanup costs, arising from the license or if one or more of the conditions of the Facility Leasing Agreement are not met.



5. General Policies:

- a. Patron is bound by the Facilities Leasing Agreement which is incorporated herein by this reference.
- b. Facility & room maximum capacity limits must be observed at all times and will be strictly enforced. District staff reserves the right to take all necessary actions to comply with this requirement. Examples of these actions include, but are not limited to:
  - i. Event Cancellation & Closure
  - ii. Access Restrictions
  - iii. Parking Enforcement & Towing. The Patron leasing the facility will be responsible for any and all monetary citations and fines that may be received by the District for such a violation
- c. Rooms may be licensed outside of the hours listed above provided staff are available and may require an additional fee. These reservation requests are not guaranteed to be approved and the Resident Services Office has the authority to reasonably deny any request. Details relating to additional license cost, staffing cost/availability and facility availability may be obtained from the Resident Services Office. All facility leasing policies remain in force for these special circumstances and the District has final say in these matters.
- d. License fees and deposits may be increased, not more than once per year, by action of the Board of Supervisors, to reflect increased costs of operation of the Amenity Facilities; such increase may not exceed ten percent (10%) per year.
- e. The volume of live or recorded music must not violate applicable Sarasota County Noise Ordinances.
- f. Additional liability insurance coverage may be required for any event that is approved to serve alcoholic beverages. This policy also pertains to certain events the District feels should require additional liability coverage on a case-by-case basis to be reviewed by the District Manager or Board of Supervisors. The District is to be named on these policies as an additional insured party.
- g. Due to the volume of requests, the District is generally unable to approve free or reduced rate use of the meeting room space. Requests for vendor programs or creation of a community group may be submitted to the Lifestyle Manager (Director of Fun) for consideration.

## **General Rules for All Swimming Pool Facilities**

### **No lifeguard on duty – Swim at your own risk**

All swimming pool facilities open daily **DAWN TO DUSK**. Dawn is 30 minutes before sunrise. Dusk is 30 minutes after sunset.

1. All Patrons must use their assigned Facility Access Mobile credentials to enter the pool area.
2. Guest Policy: Patrons sixteen (16) and seventeen (17) years of age are permitted to bring one (1) Guest each. That Guest must be sixteen (16) years of age or older and have proper identification to verify age. A Family, as defined in these policies, is limited to a maximum of six (6) total Guests.
3. Children under sixteen (16) years of age must always be directly supervised by a Parent, Guardian or Adult Patron while in the pool facility.
4. Portable wi-fi speakers, radios, tape players, CD players, MP3 players, televisions, and the like are not permitted unless they are personal units equipped with headphones.
5. Swimming is permitted only during designated hours, as posted at the pool. Swimming after dusk is prohibited by the Florida Department of Health. During the posted hours Patrons swim at their own risk and must adhere to swimming pool rules.
6. Showers are required before entering the pools, water park, or using the water slide.
7. Glass containers are not permitted in the pool area.
8. Alcoholic beverages are not permitted in the pool area, unless a pre-programmed community event.
9. No jumping, pushing, running or other horseplay is allowed in the pool or on the pool deck area.
10. Hanging on the lane lines (where applicable) and interfering with the lap-swimming lane is prohibited.
11. Children under three (3) years of age, and those who are not reliably toilet trained, must wear rubber lined swim diapers, as well as a swimsuit over the swim diaper, to reduce the health risks associated with human waste in the swimming pool/deck area.
12. Diving is strictly prohibited at all pools, except for Swim Team competitions pre-approved by the Board of Supervisors.
13. Swimming Pool hours will be posted. Pool availability may be limited or rotated in order to facilitate maintenance of the facility. Depending upon usage, the pool may be closed for various periods of time to facilitate maintenance and to maintain health code regulations. Advance notice will be given to residents, whenever feasible.
14. Any person swimming during non-posted swimming hours may be suspended from using the facility and possibly all the facilities.
15. Proper swim attire must be worn in the pool and bathing suit tops must always be tied.
16. No chewing gum is permitted in the pool or on the pool deck area.

17. For the comfort of others, the changing of diapers or clothes is not allowed at pool side.
18. No one shall pollute the pool. Anyone who does pollute the pool is liable for any costs incurred in treating and reopening the pool.
19. Remote controlled watercraft are not allowed in the pool area.
20. Pool entrances must always be kept clear.
21. No swinging on ladders, fences, or railings is allowed.
22. Pool furniture is not to be removed from the pool area.
23. Loud, profane, or abusive language is absolutely prohibited.
24. No physical or verbal abuse will be tolerated.
25. Chemicals used in the pool may affect certain hair or fabric colors. The District is not responsible for these effects.
26. Pets, (except for service animals), bicycles, skateboards, rollerblades, and scooters are not permitted on the pool deck area inside the pool gates at any time.
27. The Amenity Staff reserves the right to authorize all programs and activities, regarding the number of guest participants, equipment, supplies, usage, etc., conducted at the pool, including Swim Lessons, Aquatic/Recreational Programs, District and/or Homeowner's Association Sponsored Events.
28. Lifestyle Manager may close all facilities due to inclement weather and evidence of lightning.

### **Feces Policy for All Swimming and Wading Pools**

1. To avoid contamination:
  - a. Parents should take their children to the restroom before entering the pool.
  - b. Children under three (3) years of age, and those who are not reliably toilet trained, must wear rubber-lined swim diapers and a swimsuit over the swim diaper.
  - c. Patrons who have diarrhea are prohibited from using the pool.
2. If contamination occurs, the affected pool will be fenced off and closed for twenty-four (24) hours per the Florida Department of Health guidelines. The water will be shocked with chlorine to kill the bacteria.

### **ADA Chair Lift Usage Policy**

1. ADA chair lifts are for use by disabled Patrons and Guests only. Users should consult with their physician to determine if water activities are appropriate for them.
2. Chair lifts are designed for self-use. Amenity Management Staff is not authorized to assist Patrons or Guests with use beyond initial review of operating instructions.
3. Use of the chair lifts by non-disabled Patrons or Guests will result in immediate suspension from the facility for a period of one (1) day, no exceptions.

## **Aquatic Toy and Recreational Flotation Device Policy**

1. Toys and other aquatic equipment are prohibited in the pool.
2. Exceptions to the above include Coast Guard-approved personal flotation devices, kickboards for lap swimming or swim classes, masks, goggles, water wings, and water toys for organized special events previously approved by the Amenity Manager.
3. Amenity Management Staff has the final say regarding the use of any and all recreational floatation devices at all pools.

## **Fitness Center Policies**

1. Please note the Fitness Center is unattended. Persons using the facilities do so at their own risk. Staff is not present to provide Personal Training or Exercise Consultation to Patrons. Persons interested in using the Fitness Center are encouraged to consult with a physician prior to commencing a fitness program.
2. All Patrons 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 District governing the Amenity Facilities. Disregard or violation of the District's policies and rules and misuse or destruction of the Fitness Center equipment may result in the suspension or termination of usage privileges. The District may pursue further legal action and restitution regarding destruction of Amenity Facility property or equipment.
3. Hours: The Fitness Center is open daily 24-hours for use by Patrons and their accompanied guests.
3. Emergencies: Call 911 if immediate medical attention is necessary. All emergencies and injuries must be reported to the Amenity Staff as well as the District Manager, District Manager PFM Group Consulting, LLC, (PFM) Tel. 407.723.5900.
4. Eligible Users: Patrons sixteen (16) years of age and older are permitted to use the Fitness Centers during designated operating hours. Patrons twelve -fifteen (12-15) years of age are permitted to use the Fitness Centers during designated operating hours if accompanied and supervised by a parent/guardian/adult patron with a valid access mobile credentials. No one under the specified ages is allowed in the Fitness Centers at any time.
5. Guest Policy: Residents may accompany up to two (2) guests to the Fitness Centers. Residents are responsible for cleaning up after themselves and their guest(s).
6. Food and Beverage: Food (including chewing gum) is not permitted within the Fitness Center. Water is permitted in the Fitness Center if contained in non-breakable containers with screw tops or sealed lids. Alcoholic beverages are not permitted.
7. Proper Attire: Appropriate clothing and athletic footwear (covering the entire foot) must always be worn in the Fitness Centers. Appropriate clothing includes t-shirts, tank tops, athletic shorts (no jeans), and/or sweatsuits (no swimsuits).

8. General Policies:

- a. Everyone is responsible for wiping off fitness equipment after use.
- b. Use of personal trainers is not permitted in the Fitness Centers.
- c. Hand chalk is not permitted to be used in the Fitness Centers.
- d. Portable wi-fi speakers, radios, tape players, CD players and MP 3 players are not permitted unless they are personal units equipped with headphones.
- e. Weights or other fitness equipment may not be removed from the Fitness Centers.
- f. When other Patrons are waiting, use of cardiovascular equipment should be limited to thirty (30) minutes and breaks should be taken between multiple sets on weight equipment.
- g. Weights must be returned to their proper location after use.
- h. 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.
- i. Any fitness program operated, established, and run by Amenity Staff may have priority over other users of the Fitness Centers.

### **Event /Multi-Purpose Lawn Policies**

All Patrons and guests using the Event/Multi-Purpose Lawn are expected to conduct themselves in a responsible, courteous and safe manner in compliance with all policies and rules of the District. 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.

The District may pursue further legal action and restitution regarding destruction of Amenity Facility property or equipment. Guests may use the Event/Multi-Purpose Lawn if accompanied by a Patron. Please note that the Event/Multi-Purpose Lawn is an unattended Facility and persons using the facility do so at their own risk. Persons interested in using these Facilities are encouraged to consult with a physician prior to use.

1. Hours: The Event/Multi-Purpose Lawn is available for use by Patrons daily from dawn to dusk.
2. Emergencies: All emergencies and injuries must be reported to the Amenity Staff as well as the District Manager, District Manager PFM Group Consulting, LLC, (PFM) Tel. 407.723.5900
3. Proper Attire: Proper athletic shoes and attire are required at all times while on the field. Proper attire shall consist of athletic shoes, shirts, and shorts or athletic pants.
4. Guest Policy: Patrons under the age of sixteen (16) are permitted to bring one (1) guest provided both the patron and the guest have parental/guardian/adult supervision. Patrons over the age of sixteen (16) may bring a maximum of six (6) guests to this facility.

5. General Policies:

- a. Usage is available on a first come first serve basis, unless otherwise programmed by District.
- b. Schedules of programs will be posted.
- c. Usage of the Event/Multi-Purpose Lawn by organizations charging a fee is strictly prohibited unless pre-approved by the District.
- d. The exclusive and reserved scheduled uses of the Event/Multi-Purpose Lawn are limited to community-based teams and programs scheduled through the Amenity Staff.
- e. Roller blades, skates, skateboards, and motorized scooters are prohibited at the Event/Multi-Purpose Lawn.
- f. Portable wi-fi speakers, radios, tape players, CD players and MP 3 players are not permitted unless they are personal units equipped with headphones.
- g. Loud, profane, or abusive language is absolutely prohibited.
- h. No physical or verbal abuse will be tolerated.
- i. Beverages are permitted at the Event/Multi-Purpose Lawn if contained in non-breakable containers with screw top or sealed lids. No glass containers are permitted at or on the Event/Multi-Purpose Lawn.
- j. Alcoholic beverages are not permitted at or on the Event Lawn/Multi-purpose Playing Field, unless a community event pre-approved by the District.
- k. Lifestyle Manager may close all facilities due to inclement weather and evidence of lightning.

### **Policies for Open Green Spaces**

1. Organized assemblies are not permitted without explicit approval by The District.
2. Guest Policy: Patrons under the age of sixteen (16) are permitted to bring one (1) guest provided both the patron and the guest have parental/guardian/adult supervision. Patrons over the age of sixteen (16) may bring a maximum of four (4) guests to this facility.
3. Parks and Open Green Spaces are available on a first come first serve basis, no reservations are permitted.
4. Guests must be accompanied by Patrons in accordance with the Districts guest policies.
5. No grills of any kind are permitted.
6. The use of fireworks is prohibited.
7. No roughhousing is permitted at the parks and playgrounds.
8. Roller blades, skates, skateboards, and motorized scooters are prohibited at all Parks and Open Green Spaces.
9. Portable wi-fi speakers, radios, tape players, CD players and MP 3 players are not permitted unless they are personal units equipped with headphones.
10. Persons using the Parks and Open Green Spaces must clean up all food, beverages and miscellaneous trash brought to the park/playground.
11. The use of profanity or disruptive behavior is absolutely prohibited.

12. Beverages are permitted at all Parks and Open Green Spaces if contained in non- breakable containers with screw top or sealed lids. No glass containers are permitted at or on all Parks and Open Green Spaces.
13. Alcoholic beverages are not permitted at or on all Parks and Open Green Spaces, unless a community event pre-approved by the District.
14. Inflatable equipment, such as bounce houses, is not permitted at the Parks and Open Green Spaces.
15. Parks and Open Green Spaces hours are as posted. Unless otherwise posted, hours are from dawn to dusk, Monday through Sunday.
16. Lifestyle Manager may close all facilities due to inclement weather and evidence of lightning.

### **Fishing and Pond Policies**

There is a community-wide NO FISHING policy at North River Ranch. The ponds serve stormwater management purposes and are not to State Code for fishing, swimming or ingesting. The purpose of these bodies of water is to help facilitate the District's natural water system for stormwater runoff.

### **Dog Care**

1. Dogs should be kept on a leash at all times outside of the home.
2. Patrons are required to pick up after their dog and dispose of feces properly.
3. Dogs that have been declared dangerous or aggressive are prohibited.
4. All Patrons must have proof of their dog's current rabies vaccination and license.

### **Game Room Policies**

1. Residents use only with a valid Amenity Access mobile credential.
2. All Patrons may be required to present their assigned Amenity Access mobile credential to the staff person on duty in order to check out game\_room equipment including but not limited to bocce ball, pool toys and balls, shuffleboard supplies and billiard balls.
3. Usage of each game is limited to a maximum amount of time of one (1) hour of play per game.
4. No one under the age of sixteen (16) is allowed in the game room unless accompanied by a parent/guardian/adult patron.
5. Guest Policy: Patrons under the age of sixteen (16) are permitted to bring one (1) guest provided both the patron and the guest have parental/guardian/adult supervision. A Family, as defined in these policies is limited to a maximum of four (4) total Guests. One of the Family members present must be sixteen (16) years of age or older in order to bring up to four (4) total Guests.

6. Portable wi-fi speakers, radios, tape players, CD players and MP 3 players are not permitted unless they are personal units equipped with headphones.
7. Persons using the Game Room must clean up all food, beverages, miscellaneous trash, including returning any used or relocated items and furnishings.
8. The use of profanity or disruptive behavior is absolutely prohibited.
9. Beverages are permitted at the Game Room if contained in non-breakable containers with screw top or sealed lids. No glass containers are permitted at the Game Room.
10. Alcoholic beverages are not permitted at the Game Room, unless a community event pre-approved by the District.
11. No running.
12. No horseplay.
13. Any violation of these rules could result in expulsion from the Game Room for a minimum of one day.

### **Lost and Found Property**

All property found at any amenity of North River Ranch will be recorded, collected, and placed in a designated bin to be available for homeowner collection during calendar listed Resident Services Office open hours or new homeowner orientations. Lost and found items will be kept for a period of 3 months, after which items will be donated.

Value-deemed items such as jewelry, electronics, and confidential personal property will be kept for a period of 1 year at Resident Services Office. All efforts will be made to return the value-deemed item(s) by e-newsletter notifications and neighborhood social pages. Thereafter, the items will be donated or suitably disposed of.

### **Natural Buffer Areas Policy Statement**

The following is the policy statement of the District as it regards the natural tree protection, wetland and upland buffer areas that are scattered in large numbers throughout the Community. The policy statement is consistent with the policies of other governments including Sarasota County, and Southwest Florida Water Management District (SWFWMD) as it regards their natural, conservation tree protection and wetland conservation/preservation areas:

The natural areas are not intended to be maintained. These areas are to be left untouched to allow for nature to take its normal course. Vegetation that dies including, but not limited to trees, are left to fulfill their role in nature's process.



Trees, within or immediately adjacent to these areas that have died and appear to pose a threat of falling and damaging an abutting property owner's property may be addressed as follows: Such abutting property owner must initially contact the District. The District will send a representative to confirm that the tree in question is located on District property. Once confirmed, the District will send an arborist to determine whether the tree poses a hazard. If so, and at its discretion, the District will remedy the situation by removing the tree or a portion thereof. If it is determined that the tree does not pose a hazard, the property owner may elect to cut or remove the tree at their own expense. Such abutting property owner must secure permission from the District and shall then be responsible for any needed permitting or review by Sarasota County and SWFWMD. The goal of permitted trimming and/or removal, where warranted, is to minimize disturbance to these areas.

If a tree does fall onto another's property, that property owner has the right to cut back or limb the tree as necessary to their individual property line. The rest of the tree is to be left as is. This would also pertain to normal maintenance, which would allow an owner to trim back any encroaching vegetation to their property line. No one can encroach upon the natural areas for any reason, including maintenance or the placement of personal property of any kind.

### **E-Bike Rules and Regulations Addendum**

See attached addendum pages 26-27.

## **Vistara E-Bike Share Program Addendum**

### **PURPOSE:**

These guidelines set forth the procedures and responsibilities required to ensure the safe and efficient operation of the E-Bike Share Program.

### **E-BIKE SHARE ELIGIBILITY**

- The E-Bike Share Program is available exclusively to Vistara residents and their guest(s) aged 18 or older.
- Residents must have an active MindBody account and a valid credit card on file.
- Under Contract homebuyers may not participate in the E-Bike Share program.
- Riders must provide and wear their own helmet at all times.

### **RESERVATION PROCESS**

- All E-Bike reservation requests must be submitted using the resident's MindBody account and is subject to approval by the Amenity staff\*.
- Reservations are limited to a maximum of five (5) hours per session.
- E-Bikes are available on a first-come, first-served basis. Advance reservations may be made, subject to availability, by contacting the Amenity staff.
- Each resident may have only one (1) active E-Bike reservation at a time.
- Residents may reserve one (1) additional E-Bike for an eligible guest.
- E-bikes may be picked up and returned to The Club only during the Amenity staff posted on-site hours.
- For reservations extending beyond staffed on-site hours, E-bikes must be returned by 12:00 PM on the next scheduled working day. Arrangements must be made at the time of reservation.
- The Lifestyle Director reserves the right to approve or deny any reservation request at their discretion.
- Residents assume full responsibility for any E-Bike theft, damage, late returns, or violations of program policies, including all related costs and fees.

*\*Excludes Maintenance Staff*

### **E-BIKE USAGE POLICY**

- Riders agree to indemnify and hold harmless the District from any claims arising from the use of E-Bikes.
- Riders must provide and wear their own helmet at all times.
- Riders must obey all local traffic laws and operate E-Bikes in a safe and responsible manner.
- All E-Bikes are equipped with tracking devices and must remain within a forty (40) mile radius of Vistara.
- Residents are responsible for securing the E-Bike with the provided lock whenever it is left unattended or taken off-site.
- Residents are responsible for ensuring that any accompanying guests comply with all E-Bike rules and regulations.

## **GUEST PRIVILEGES**

- Guests may use E-Bikes only when accompanied by an eligible resident.
- Guests must be at least eighteen (18) years of age to participate in the E-Bike Share Program.
- Guests must present a valid government-issued ID and will be required to provide a valid credit card.
- Residents are responsible for their guests' use of the E-Bike Share Program and may be held liable for any theft, damage, late returns, policy violations, or associated costs and fees incurred by their guests during the reservation period.

## **WAIVER & AGREEMENT**

- Residents and their guest(s) must sign a liability waiver and agree to the E-Bike Share terms before their first reservation.

## **CANCELLATION POLICY**

- Reservations may be canceled by contacting the Amenity staff no later than two (2) hours prior to the scheduled start time.

## **LATE RETURNS & FEES**

- E-Bikes must be returned by the scheduled end time of the reservation.
- Late returns will result in a fee of ten dollars (\$10) per hour, or any portion of an hour thereof, past the scheduled return time.
- E-Bikes not returned within twenty-four (24) hours of the scheduled return time will be considered **unreturned** and user may be subject to the replacement costs plus damages.
- Residents may be charged for damaged or unreturned e-bikes. Charges will be determined by the District and may include repair or replacement costs.
- E-Bike Share privileges may be suspended for residents who return e-bikes more than twenty-four (24) hours late or damaged.
- Any late fees incurred by guests may be charged to the accompanying resident's or guest's credit card on file.
- The Lifestyle Director reserves the right to waive or adjust late fees at their discretion.

## **DAMAGE OR THEFT**

- Any damage, malfunction, or theft must be reported to the Lifestyle Director immediately.
- Residents may be charged for damaged or unreturned e-bikes. Charges will be determined by the District and may include repair or replacement costs.