

**WATERSTONE
COMMUNITY DEVELOPMENT DISTRICT**

Amenity Facility Policies

December 2019

DEFINITIONS

“Amenity Facility” or “Amenity Facilities” – 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 amenity center, together with their appurtenant facilities and areas.

“Amenity Facility Policies” or “Amenity Facilities Policies” – shall mean the District’s Amenity Facility Policies document(s), including without limitation, pool rules and fitness center rules, as amended from time to time.

“Amenity Manager” or “Amenity Staff” – shall mean the District Manager or that person or firm so designated by the District’s Board of Supervisors, including their employees.

“Board” – shall mean the District’s governing Board of Supervisors.

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

“District” – shall mean the Waterstone Community Development District.

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

“Key Card” – shall mean an electronic key card or fob distributed by the Amenity Manager or Amenity Staff to residents of the District to access the Amenity Facilities.

“Members” - shall mean Property Owners, Tenants, and Non-Resident Users of the Amenity Facilities.

“Non-Resident(s)” – shall mean any person or group of persons who are not a Resident(s) of the District.

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

“Non-Resident User Fee” – shall mean the fee established by the District for any person who is not a Resident and wishes to become a Non-Resident User of the Amenity Facilities. The amount of the Non-Resident User Fee set forth herein is subject to periodic change by Board action.

“Patron” or “Patrons” – shall mean Property Owners, Guests, Residents, Non-Resident Users, and Tenants who are eighteen (18) years of age and older and their immediate family members residing in the same unit within the District, who are obligated to use the Amenity Facilities in a lawful manner and in accordance with the Amenity Facility Policies.

“Property Owner” – shall mean that person or persons having fee simple ownership or legal title to land within the District.

“Renter” - shall mean persons or entities renting the Waterstone Clubhouse meeting room for private events.

“Resident” – shall mean any person, spouse or registered domestic partner of a person, and/or immediate family, including minor and/or dependent children, lawfully residing in a residence within the District.

“Tenant” – shall mean any tenant lawfully residing in a Property Owner’s home located within the District and pursuant to a valid rental or lease agreement.

AMENITY FACILITIES HOURS OF OPERATION

The Amenity Facilities hours of operation will be established and published by the District considering the season of the year and other circumstances. The Amenity Facilities will be closed on the following Holidays: Christmas Day, Thanksgiving Day, and New Year’s Day. The Amenity Facilities may close early on Easter Sunday, Memorial Day, Mother’s Day, Father’s Day, Independence Day, Labor Day, Christmas Eve, and New Year’s Eve.

GENERAL AMENITY CENTER PROVISIONS

- (1) The Board reserves the right to amend or modify these policies when necessary and will notify Patrons of any changes.
- (2) The Board, Amenity Manager and Amenity Staff have full authority to enforce these policies.
- (3) Disregard for any of the Amenity Facility Policies may result in suspension of use of Amenity Facility privileges, as defined in the Suspension section below.
- (4) Patrons shall treat all Amenity Staff with courtesy and respect.
- (5) No Patron is allowed in the employee only service areas of the Amenity Facility.
- (6) Patrons must use their assigned Key Card to enter the Amenity Facilities.
- (7) Two facility Key Cards will be issued by the Amenity Manager or Amenity Staff to the property-owning person or entity at the time they are closing upon their purchase of property within the District. The fee for each initial card will be \$30.00. Proof of property ownership may be required annually. All Patrons must use their Key Card for entrance to the Amenity Facilities. A Key Card should not be issued to Non-Residents unless they are a Non-Resident User.

- (8) Lost, Damaged or Stolen Key Card Fee. Residents, Tenants and Non-Residents will be charged thirty dollars (\$30.00) to obtain a new or replacement Key Card. Patrons must contact the Amenity Manager for instructions on how to obtain a replacement Key Card and to initiate the replacement process. Damaged Key Cards must be mailed or delivered to the Amenity Manager's office prior to obtaining a replacement. All lost or stolen Key Cards will be permanently deactivated for security reasons.
- (9) Children under seventeen (17) years of age must be accompanied by a parent or adult Patron.
- (10) Alcoholic beverages shall not be served or sold at the Amenity Facilities. Alcohol may only be brought to the Clubhouse by residents and consumed in the Clubhouse at private or Clubhouse-sponsored adults-only events. These events must be pre-approved by the Amenity Manager, acting on behalf of the Board.
- (11) CDD and HOA Board meetings take precedence over other activities in scheduling conflicts.
- (12) No Patron wearing a wet bathing suit will be allowed to sit on the indoor clubhouse furniture.
- (13) Dogs and all other pets (with the exception of certified service animals) are not permitted on or at the Amenity Facilities. Where dogs are permitted on the grounds, they must be leashed. Patrons are responsible for picking up after all pets.
- (14) Vehicles must be parked in designated areas. Vehicles shall not be parked on grass lawns, or in any way that blocks the normal flow of traffic. Overnight parking for vehicles of any kind in the Clubhouse parking lot will be only be allowed with permission from the Amenity Manager or designated Amenity Staff.
- (15) Fireworks of any kind are not permitted anywhere at the Amenity Facilities or adjacent areas.
- (16) Smoking and the use of smokeless tobacco products, including e-cigarettes, are banned from all Amenity Facilities.
- (17) Except for designated parking areas, motorized off-road bikes, vehicles, scooters, and ATVs are prohibited on all property owned, maintained, and operated by the District, including the Amenity Facilities. Only motorized vehicles owned and operated by the District, if any, are permitted on District property.
- (18) The Amenity Facilities will not offer child care services to Patrons.
- (19) Skateboarding is not allowed on any Amenity Facility property, including but not limited to: the amenity center, tennis and game courts, pool area, fields, playground area, parking lot, and sidewalks surrounding this area.

LOSS OR DESTRUCTION OF PROPERTY OR INSTANCES OF PERSONAL INJURY

Any Patron or other person who makes use of the Amenity Facilities for any purpose whatsoever does so at his or her own risk, and as a condition precedent to such use, waives any and all claims and holds the District, its officers, agents and employees harmless for any and all losses, costs, claims, injuries, damages or liability sustained or resulting from such use.

Patrons are solely responsible for personal property brought onto the Amenity Facilities. The District is not responsible for the loss or damage to any personal property used or brought onto the Amenity Facilities.

All Patrons using the Amenity Facilities are required to conduct themselves in a responsible, courteous and safe manner in compliance with all policies and rules of the District governing the Amenity Facilities. Violation of the District's policies and/or misuse or destruction of Amenity Facility property or equipment may result in the Short-Term or Long-Term Suspension of Amenity Facility privileges with respect to the offending Patron, to be determined at the discretion of the Board. The District may pursue further legal action and restitution in regard to destruction of Amenity Facility property or equipment. No person shall remove from the room in which it is placed or from the Amenity Facilities any property or furniture belonging to the District or its contractors without proper authorization. Patrons shall be liable for any property damage and/or personal injury caused by them at the Amenity Facilities. The District reserves all legal and equitable remedies for losses due to property damage or personal injury.

INDEMNIFICATION

Each organization, group or individual using or reserving the use of the Amenity Facilities shall indemnify and hold the District, and its officers, employees and agents harmless from any and all liability, claims, actions, suits or demands by any person, corporation or other entity, for injuries, death, and property damage of any nature, arising out of or in connection with the use of the Amenity Facilities and/or other District property, including attorneys' fees, litigation related costs, and appellate proceedings related 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 agents, employees and officers shall not be liable for, and as a condition for use and access to the Amenity Facilities, the Patrons release all such parties from 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 Patron resulting from any fire, accident, occurrence, theft or condition in or upon the District's lands, premises and/or facilities.

GENERAL SWIMMING POOL & WADING POOL RULES

- (1) Patrons and Guests may only gain access to the pool area through the use of the Patron(s)' assigned Key Card(s). At any given time, a Patron may accompany up to four (4) Guests at the swimming pool.

- (2) The Board reserves the right to authorize all programs and activities, including specifying the number of guest participants, allowable equipment, supplies, usage, etc., conducted at the pool, including swim lessons, aquatic or recreational programs, and pool parties. Pool rentals for parties or special events to occur after normal operating hours may be approved by Amenity Staff on behalf of the Board. Organized activities such as swim lessons or recreational programs must first be approved by the Board.
- (3) Swimming hours will be posted at the pool and **no lifeguard will be on duty. Patrons swim at their own risk and must adhere to swimming pool rules.** Swimming is permitted only during posted swimming hours. Swimming after dusk is prohibited.
- (4) No access will be allowed, by a Patron before or after posted swimming pool hours. Trespassing may be prosecuted as a criminal offense and may lead to the loss of the Key Card and suspension of access to the Amenity Facilities. Any person swimming during non-posted swimming hours may be suspended from using the Amenity Facilities pursuant to the provisions of the Suspension section below.
- (5) Pool availability may be rotated in order to facilitate maintenance of the Amenity Facilities, or for inclement weather. Maintenance may require the pool to be closed for one (1) full day at the discretion of the Amenity Manager or Amenity Staff. Depending upon the intensity of pool usage, Amenity Staff may close the pool for additional periods of time to facilitate maintenance and to ensure compliance with applicable Florida health codes.
- (6) 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 swim suit over the swim diaper, to reduce the health risks associated with human waste in the swimming pool/deck area. The changing of diapers or clothes is not allowed at pool side. Changing tables are provided in the restroom facility.
- (7) Showers are required before entering the pools. All Patrons shall wear proper swim attire while using the pool. Proper swim attire is traditional swimwear such as one-piece swimsuits, two-piece swimsuits, swim trunks and/or board shorts. Clothing including but not limited to jean shorts, athletic shorts, underwear, “thong” swimsuits and other similar items are not proper swim attire.
- (8) Pool entrances must be kept clear at all times. Pool furniture is not to be removed from the pool area.
- (9) Children under seventeen (17) years of age must be accompanied by a Parent or adult Patron at all times for usage of the pool facility.
- (10) Loud, profane, or abusive language is prohibited. No diving, jumping, pushing, running or other horseplay is allowed in the pool or on the pool deck area. No swinging on ladders, fences, or railings is allowed. Alcoholic beverages, gum, and glass containers are not permitted in the pool area, with the exception of alcoholic beverages at a private event rental as stated above. Pets, bicycles, skateboards, roller blades, scooters, radio-

controlled watercraft, and golf carts are not permitted on the pool deck area inside the pool gates at any time.

- (11) Play equipment, such as floats, rafts, snorkels, dive sticks, and flotation devices must meet with Amenity Staff approval prior to use. The Amenity Staff reserves the right to discontinue usage of such play equipment during times of peak or scheduled activity at the pool, or if the equipment provides a safety concern. Ear buds or headphones must be used while listening to radios or other personal audio devices at the pool.

SWIMMING POOL & WADING POOL: FECES POLICY

- (1) No Patron shall pollute the pool. Any Patron who does pollute the pool is liable for any costs incurred in treating and reopening the pool. If contamination occurs, the pool will be closed for the requisite time provided for by Florida law and the water will be treated or shocked with chlorine to kill all bacteria, as necessary.
- (2) Parents should take their children to the restroom before entering the pool. 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.

FITNESS CENTER POLICIES

All Patrons using the fitness center within the Amenity Facility are expected to conduct themselves in a responsible, courteous and safe manner in compliance with this Amenity Facilities Policy. A Patron's disregard or violation of this policy, misuse of the fitness center, or destruction of fitness center equipment may result in the suspension of fitness center privileges pursuant to the provisions of the Suspension section below.

Please note the fitness center is an unattended facility, persons using the facility do so at their own risk. Amenity Staff is not present to provide personal training or exercise consultation to Patrons. Patrons interested in using the fitness center are encouraged to consult with a physician prior to commencing a fitness program.

(1) *Hours:* The fitness center is open for use by Patrons during normal operating hours to be established and posted by the District. No access will be allowed, by a Patron or any other person, before or after fitness center hours, except for Amenity Staff to perform official duties and tasks. Trespassing may be prosecuted as a criminal offense and may lead to the loss of the Key Card and/or suspension of access to the Amenity Facilities pursuant to the provisions of the Suspension section below.

(2) *Emergencies:* All emergencies and injuries must be promptly reported to the Amenity Staff as well as the District Manager at (954) 582-2861.

(3) *Eligible Users:* Patrons sixteen (16) years of age and older are permitted to use the fitness center during designated operating hours. No children under the age of sixteen

(16) are allowed in the fitness center at any time. **Patrons use all Amenity Facilities at their own risk.**

(4) *Proper Attire:* Appropriate clothing and athletic footwear (covering the entire foot) must be worn at all times. Appropriate clothing includes t-shirts, shorts, leotards, and/or sweat suits.

(5) *Food and Beverage:* Food (including chewing gum) is not permitted. Non-alcoholic beverages, however, are permitted if contained in non-breakable containers with screw top or sealed lids. Glass containers and alcoholic beverages are not permitted.

(6) *Miscellaneous Policies:*

- Each Patron is responsible for wiping off fitness equipment after use.
- Use of personal trainers is not permitted.
- Hand chalk is not permitted.
- Music and/or digital media players are not permitted unless they are personal units equipped and used with headphones.
- No bags, gear, or jackets are permitted on the floor of the fitness center or on the fitness equipment.
- Smoking and smokeless tobacco products are not permitted.
- Weights or other fitness equipment may not be removed from the fitness center.
- Patron use of cardiovascular equipment shall be limited to thirty (30) minute periods.
- Patrons shall alternate between multiple sets on weight equipment if other individuals are waiting.
- Patrons must return weights and other fitness equipment to the proper location after use.
- Patrons should not drop free weights. Free weights should be placed only on the floor or on equipment made specifically for storage of the weights.
- Any fitness program operated, established, and run by Amenity Staff may have priority over other users of the fitness center.
- Televisions are available for use at volumes courteous to other Patrons using the fitness center. Patrons must turn off the TV when finished watching the television.

SPORTS FACILITIES POLICY

All Patrons using the District's tennis courts or fields (the "**Sports Facilities**") are expected to conduct themselves in a responsible, courteous and safe manner, and in compliance with this Amenity Facilities Policy. Disregard or violation of the District's policies and rules and misuse or destruction of Sports Facility equipment may result in the suspension of Sports Facilities and/or Amenity Facilities privileges pursuant to the Suspension Section below. Guests may use the Sports Facilities if accompanied by an adult Resident or Non-Resident User.

Please note that the Sports Facilities are unattended. All persons using the Sports Facilities do so at their own risk. Persons interested in using the Amenity Facilities and/or Sports Facilities are encouraged to consult with a physician prior to using the facility.

- (1) *Hours:* The Sports Facilities are available for use by Patrons from dawn to dusk. No access will be allowed, by a Patron or any other person, before or after dawn to dusk. Trespassing may be prosecuted as a criminal offense and may lead to suspension of that Patron's Key Card and/or the suspension of access to the Amenity Facilities pursuant to the Suspension section below.
- (2) *Emergencies:* All emergencies and injuries must be reported to the Amenity Staff as well as the District Manager at (954) 582-2861.
- (3) *Proper Attire:* Proper athletic apparel and athletic shoes are required at all times while using the Sports Facilities. Proper attire shall consist of athletic shoes with non-marking soles, shirts, and shorts or athletic pants. No cutoffs, swimsuits, or jeans are allowed to be worn at the Sports Facilities.
- (4) *Reservations:* The Sports Facilities may not be rented nor reserved. The Sports Facilities are on a first come, first serve basis. Use of the Sports Facilities is limited to one (1) hour when other Patrons are waiting.
- (5) *General Policies:*
 - Proper sportsmanship and etiquette shall be adhered to at all times. The use of profanity or disruptive behavior is prohibited.
 - Persons using the Sports Facilities must supply their own equipment.
 - Each Sport Facility is for the play of its intended sport only. Pets, roller blades, bikes, skates, skateboards, and scooters are prohibited from use at all Sports Facilities.
 - Beverages are permitted at the Sports Facilities if contained in non-breakable containers with screw top or sealed lids. No glass containers are permitted. Alcoholic beverages are not permitted at the Sports Facilities.
 - No chairs other than those provided by the District are permitted at the Sports Facilities.
 - Children under the age of twelve (12) shall not use the Sports Facilities without a seventeen (17) year-old or older Resident or Non-Resident User present.

PLAYGROUND POLICY

- (1) No one over the age of eight (8) is allowed on the equipment. Children under the age of seventeen (17) must be accompanied by an adult Patron.
- (2) No roughhousing on the playground.

- (3) Patrons using the playground must clean up all food, beverages and miscellaneous trash brought to the playground. Smoking and smokeless tobacco products, e-cigarettes, alcoholic beverages, and glass containers are not permitted on or near the playground.
- (4) Use of the playground may be limited from time to time due to sponsored events which must be approved in advance by the Amenity Manager.
- (5) The use of profanity or disruptive behavior at the playground is prohibited.

AMENITY FACILITIES NON-RESIDENT USER FEE

- (1) Non-Resident Users may purchase an annual membership for use of the Amenity Facilities on a year to year basis. The Non-Resident User Fee is \$_____, per Family, payable in advance. “Family” being defined as immediate family members residing in the same unit within the District. The rate for an individual is the same as for a Family. Upon purchase of the membership, the Non-Resident User is entitled to two (2) Key Cards for a Family unit. Non-Resident User membership becomes effective upon the date full payment of the Non-Resident User Fee and the Non-Resident User Application are received by the District. A sample Non-Resident User Application is attached to this Amenity Facility Policy. To renew the membership for another year, the Non-Resident User must pay the Non-Resident User Fee on or before the expiration date of the prior term. The Non-Resident User Fee rate is subject to change from year to year based upon the costs of operation of the Amenity Facilities. Due to the size and capacity limitations of the Amenity Facilities, the number of Non-Resident Users is limited to twenty-five (25) memberships.

GUEST PRIVILEGES

All Guests must be registered at the amenity center by Amenity Staff and accompanied by a Member at all times. Members are permitted to bring a maximum of four (4) Guests per visit. Guests are not limited to a certain number of visits, so long as they are accompanied by a Member. Members who have a Guest are responsible for any and all actions taken by such Guest. Violations of the Amenity Facility Policies by a Guest may result in suspension of that Member’s privileges.

TENANT’S PRIVILEGES

- (1) Property Owners who rent out or lease out their residential unit(s) in the District shall have the right to designate the Tenant of their residential unit(s) as the beneficial users of the Property Owners’ Amenity Facilities privileges.
- (2) A Tenant who is designated as the beneficial user of the Property Owner’s privileges shall be entitled to the same rights and privileges to use the Amenity Facilities as the Property Owner and other Residents.

- (3) During the period when a Tenant is designated as the beneficial user of the Property Owner's privilege to use the Amenity Facilities, the Property Owner shall not be entitled to use the Amenity Facilities with respect to that property, unless the Property Owner is a Guest or a paying Non-Resident User.
- (4) Property Owners shall be responsible for all charges incurred by their Tenants which remain unpaid after the customary billing and collection procedure established by the District. Property Owners are responsible for the department of their respective Tenants.
- (5) All Tenants are required to obtain a Key Card from the Property Owner and register the Key-Card with the Amenity Manager.
- (6) Tenants shall be subject to such other rules and regulations as the Board may adopt from time to time, and all policies applicable to the Amenity Facilities.

FACILITY RENTAL POLICIES

Members and/or non-residents of the District (referred to as "**Non-Residents**" for purposes of this section) may reserve for rental the Clubhouse meeting room for private events. *The pool and pool deck area are not available for private rental during normal operating hours and shall remain open to Patrons during normal operating hours.* Reservations may not be made more than four (4) months prior to the event. In addition, each Member household may rent the Clubhouse meeting room only once per quarter of the calendar year.

All Amenity Facility Policies remain in force for rental events. The Clubhouse meeting room may not be rented for political activities or events for political candidates, nor for events where the Renter would receive a direct financial benefit or gain.

Please see the Amenity Manager for details relating to additional rental cost, staffing cost and availability, and facility availability for the anticipated date and time of the event. Please note that the room rental is not available for the month of December of each calendar year and for private events on the following holidays:

Easter Sunday	Memorial Day Weekend	Fourth of July
Labor Day Weekend	Thanksgiving	Christmas Eve
Christmas Day	New Year's Eve	

(1) *Private Rental of Clubhouse Meeting Room:* The Clubhouse meeting room is the only room available for private rental. Maximum rental time is five (5) total hours, which includes time for set-up and post-event cleanup. All persons renting the Clubhouse must abide by limitations on the room capacity and must pay the rental fee described below. Anyone renting the Clubhouse shall be responsible for any and all damage and expenses arising from the event.

(2) *Clubhouse Meeting Room Reservation and Rental Process:*

- a. Any person interested in reserving the Clubhouse meeting room must submit to the Amenity Manager, no later than thirty (30) days prior to the event, a

completed Clubhouse Rental Information Form. The Amenity Manager will review the Clubhouse Rental Information Form on a case-by-case basis and has the authority to reasonably deny a request. Denial of a request may be appealed to the Board for reconsideration.

- b. A Member desiring to reserve the Clubhouse meeting room must pay a refundable reservation deposit in the amount of two hundred fifty dollars (\$250.00), made payable electronically to the District at the time of the reservation pursuant to the guidelines established by Amenity Staff. A Non-Resident desiring to reserve the Clubhouse meeting room must pay a refundable reservation deposit in the amount of five hundred dollars (\$500.00), made payable electronically to the District at the time of the reservation pursuant to the guidelines established by Amenity Staff. The deposit will be returned following the rental event, provided the Amenity Manager determines that there has been no damage to the facility and the facility has been properly cleaned after use. If the facility is not properly cleaned, the deposit will be retained by the Amenity Manager for this purpose.
 - c. Members shall pay a room rental fee in the amount of one hundred dollars (\$100.00), and Non-Residents shall pay a room rental fee in the amount of three hundred dollars (\$300.00). Rental fees are due and payable a minimum of thirty (30) days prior to the rental event. Renters must pay electronically to the District. In addition, the Renter shall provide to the Amenity Manager an estimated number of guests to use the Clubhouse no less than five days prior to the date of the rental. The number of guests shall not exceed the allowable number or capacity authorized by the fire marshal. Failure to provide an estimated number of guests for the event may result in the cancellation of the rental at the discretion of the Amenity Manager.
- (3) *Refund of Reservation Deposit:* The Amenity Manager shall determine the amount of deposit to return, if any. To be eligible to receive a full refund of the deposit, the renting person must ensure the following actions are completed:
- Ensure that all garbage is removed and placed in the dumpster.
 - Remove all displays, favors or remnants of the event.
 - Restore the furniture and other items to their original position(s).
 - Wipe off counters, table tops and sink area.
 - Replace garbage liner(s).
 - Clean out and wipe down the refrigerator, and all cabinets and appliances used. Clean any windows and doors in the rented room. Floor should be swept clean.
 - Ensure that no damage has occurred to the Amenity Facility and its property.

In addition, a person or group remaining in the rented room after the allotted rental time will cause the Renter to be billed \$25.00 per half hour, to be subtracted from the reservation deposit.

If additional cleaning is required, the Renter will be liable for any expenses incurred by the District to hire an outside cleaning contractor. Additional cleaning costs shall first be subtracted from the amount of reservation deposit. If the reservation deposit is insufficient to cover all such cleaning costs, the Amenity Manager shall bill the Renter for the remaining balance. The Renter may also opt to pay for the actual cost of cleaning by a professional cleaning service hired by the District.

- (4) *Room Cancellations:* The room reservation must be cancelled at least fifteen (15) days prior to the reserved date by notifying the Amenity Manager by phone or in writing. If the room reservation is cancelled less than fifteen (15) days prior to the scheduled rental, one half of the rental deposit will be retained as a cancellation fee.
- (5) *General Rental Policies:* During a scheduled rental event, the Renter shall ensure all attendees abide by the following rules:
 - All attendees must adhere to the Amenity Facility Policies set forth herein.
 - The volume of live or recorded music must not violate applicable St. Lucie County noise ordinances.
 - No glass, breakable items or alcohol are permitted in or around the pool deck area.
 - Additional liability insurance coverage naming the District as an additional insured will be required for all events that are approved to serve alcoholic beverages. This policy also pertains to certain events the District determines should require additional liability coverage on a case by case basis to be reviewed by the Amenity Manager and/or Board.
 - The kitchen may be only used by the Renter during their approved events. Otherwise, the refrigerator and the items within the refrigerator and within the cabinet are not for residential use.
 - Only the Amenity Staff may operate the dishwasher.
 - During days when there are events sponsored by the District or reserved by the Renter, the meeting room will not be available for rental.

SUSPENSION OF PRIVILEGES

To ensure the use and enjoyment of the Amenity Facilities by all Patrons, the following policy shall be followed for those Patrons who are not adhering to the rules and regulations. This policy will be enforced and applied uniformly in a standard way to all Patrons, without prejudice.

- (1) Patrons and Amenity Staff are expected to act, at all times, in a courteous and respectful manner. A Patron displaying aggressive or argumentative behaviors may be subject to immediate suspension by Amenity Staff. Any Patron who is physically or verbally abusive to other Patrons or Amenity Staff or who engages in other impermissible behavior may be immediately suspended for up to twenty (20) days, without prior notice, at the discretion of the Amenity Manager (a “**Short-Term Suspension**”). Suspensions of a time period longer than twenty (20) days shall be determined by the Board (a “**Long-**

Term Suspension”). For each rule violation, the Amenity Staff shall fill out an incident report. A sample incident report is attached to this Amenity Facility Policy.

(2) At the discretion of Amenity Staff, children between the ages of sixteen (16) and eighteen (18) years old who violate the rules and policies may be expelled from the facility for one (1) day. Upon such expulsion, a written incident report shall be prepared detailing the name of the child, the prohibited act of offense committed and the date. This report will be kept on file with the District. Any child who is expelled from the facility three (3) times in a one (1) year period, shall, until the child reaches the age of eighteen (18), only be entitled to use the facility if accompanied by a parent or adult Patron at all times.

(3) All other rule violations shall be handled by the Amenity Manager and/or Amenity Staff in the following manner:

1ST Violation: Verbal Warning

2nd Violation: Written Warning

3rd Violation: 1 to 20 day Short-Term Suspension

Multiple violations and/or impermissible behavior: Referral to the Board for suspension.

(5) Patrons' Amenity Facility privileges may be subject to a Short-Term Suspension or Long-Term Suspension by the Board, to be determined at the Board's discretion, if a Patron behaves in a manner described below in this non-exhaustive list of impermissible behavior:

- Permits unauthorized use of his or her assigned Key Card by another person
- Exhibits unsatisfactory behavior, manners or appearance
- Fails to abide any portion of the Amenity Facility Policies
- Treats the Amenity Staff in an unreasonable or abusive manner
- Engages in conduct that is improper or likely to endanger the welfare, safety or reputation of the District, the Amenity Facility or Amenity Staff.

(6) Any Patron receiving a notice for rules violation will have the violation removed if they receive no further violations within a ninety (90) day period following the notification. If the member corrects the situation which is a violation on the spot, then no notice (oral or written) will be issued.

(7) In any disciplinary case coming before the Board for suspension of Amenity Facility Privileges or an appeal of a Short-Term Suspension, the suspension hearing or appeal will be conducted as follows:

- At least ten (10) days in advance of the Board meeting, the District Manager will provide mailed written notice to the affected Patron, as appropriate, stating the date, time and place for the suspension or appeal hearing.

- At the meeting, the District Manager or Amenity Manager/Amenity Staff shall describe the relevant events and occurrences surrounding the alleged violation, present evidence and incident reports related to the violation, and any past history of violations.
- The affected Patron (and Property Owner in the case of a minor, immediate family or Tenant) shall be entitled to respond, and present a rebuttal and relevant evidence to the Board.
- The Board shall deliberate and deliver a ruling. The Amenity Manager shall notify the offender of the results of the appeal.

Waterstone Community Development District

Incident Report

Date of Incident: _____ **Time of Incident:** _____ (am/pm)

Party Involved: _____ **Sex:** Male/Female

Is this person 18 years or older? Yes/No

If not, name of Parent or Guardian: _____

Mailing Address: _____

Was local law enforcement called? Yes/No

Description of what happened (include location):

Names, phone numbers, and addresses of who witnessed the incident:

Immediately Suspended: Yes/No

If yes, the reason: _____

Recommendation: _____

Name of Staff Member writing this report: _____

Signature of Staff Member writing this report: _____

Date: _____

Waterstone Community Development District

Non-Resident User Application

Date of Application: _____ **Date of Non-Resident User Fee Payment:** _____

Mailing Address: _____

Phone Number: _____

Alternate Phone Number: _____

Email Address(es): _____

Total Number of Immediate Family Members: _____

Names of Adult Members: _____

Names of Dependent Children Aged 18-22 and Ages: _____

Number of Minor Children Age 16 or Older: _____

Number of Minor Children Age 15 or Younger: _____

Names of Minor Children and Ages: _____

Emergency Contact Information:

Primary Emergency Contact:

Name(s): _____ **Phone Number(s):** _____

By executing this application, I agree to abide and be bound by all terms and conditions of the Amenity Facility Policy, including, without limitation, the indemnity and release provisions set forth in the policy, and acknowledge that my use of the District Amenity Facility is at my own risk. I understand and acknowledge that I may access the Amenity Facility Policy online at the District website at any time or may request a paper copy from the District Manager. I further acknowledge that I have read or had the opportunity to read the Amenity Facility Policy prior to signing this agreement.

(signature)

By: _____
(print name)