

BERRY BAY COMMUNITY DEVELOPMENT DISTRICT
RECREATIONAL FACILITIES POLICIES AND REGULATIONS

Recreational Facilities Policies and Regulations

The Berry Bay Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, being situated entirely in Hillsborough County, Florida with a mailing address of 2005 Pan Am Circle, Suite 300, Tampa, Florida 33607 (hereinafter the “**District**”), owns and maintains various Recreational Facilities throughout its boundaries, as well as an Amenity Center located at 5380 Night Tide Lane, Wimauma, Florida 33598.

The Recreational Facilities and Recreation Center includes, but is not limited to, a Clubhouse, Clubhouse Gathering Room, Pool, Pool Patio, Basketball Court, Tennis/Pickleball Court, Playground, Dog Park, Picnic Area, and Various Common Areas. In order to provide for efficient and effective District operations, and for the safety and security of the District and its members, the District wishes to put the following Policies and Regulations in place.

The Clubhouse Gathering Room is available for rental by residents and non-residents. Further information regarding the Reservation Policies and Usage Agreements for said Clubhouse Gathering Room is available on the attached Clubhouse Gathering Room Reservation Policies and Usage Agreement attached hereto as **Exhibit A**.

General

The District has adopted these Policies and Regulations for the safety and security of the District and its Members (as defined herein). The Board of Supervisors may modify these Policies and Regulations from time to time as needed.

Violations of the Policies and Regulations are subject to verbal warnings, written warnings, suspension of usage rights, and further actions taken as outlined in these Policies and Regulations and as deemed appropriate by the Board of Supervisors and its duly authorized representative.

PLEASE NOTE: violations of these Policies will not only be immediate grounds for Forfeiture of Key Fob Access and/or Amenity Center Access; but, will also subject the Resident/Member to possible suspension of Recreational Facilities Access as deemed appropriate by the District’s Board of Supervisors.

**PARENTAL CONSENT AND WAIVER FORM FOR GUEST AND/OR
MINOR-USE OF RECREATIONAL FACILITIES**

Any guests under the age of 18 that utilize the Recreational Facilities without an adult present **MUST** have a notarized Parental Consent and Waiver Form (attached hereto as **Exhibit B**) on file by the guest’s legal guardian.

Recreational Facilities and Amenity Center Usage Policies

The Recreational Facilities and Recreation Center includes, but is not limited to, a Clubhouse, Clubhouse Gathering Room, Pool, Pool Patio, Basketball Court, Tennis/Pickleball Court, Playground, Dog Park, Picnic Area, and Various Common Areas.

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1. _____ All Residents and Members are entitled to utilize the Recreational Facilities if they meet all eligibility requirements.
2. _____ **All Residents and/or Members using the Recreational Facilities MUST have their Key Fob with them AT ALL TIMES.**
3. _____ Residents and Members must have, at all times, in their possession, their key fob/access card for identification and to enter and utilize the Facilities.
4. _____ Residents and Members are encouraged to speak to their physician before engaging in physical exercise. All Residents and Members utilize the Facilities at their own risk.
5. _____ All persons using the District's Recreational Facilities and Amenity Center do so at their own risk.
6. _____ All persons using the Amenity Center do so at their own risk.
7. _____ All persons using the Pool and Pool Patio do so at their own risk.
8. _____ All persons using the Playground do so at their own risk.
9. _____ All persons using the Basketball Court do so at their own risk.
10. _____ All persons using the Tennis/Pickleball Court do so at their own risk.
11. _____ All persons using the Dog Park do so at their own risk.
12. _____ All persons using the Picnic Area do so at their own risk.
13. _____ Residents and Members must be properly attired with shirts and shoes to utilize the Facilities, with the exception of the Pool and Pool Patio, where bathing suits are permitted.
14. _____ Children under the age of sixteen must be accompanied by an adult over the age of 18 at all times.
15. _____ Staff is to be treated in a courteous and considerate manner. No associate shall be reprimanded or harassed in any way by an individual utilizing the Facilities or other District property.
16. _____ Anyone who verbally threatens the physical well-being of another person, or who engages in behavior which may be dangerous, create a health or safety problem, create a hostile environment, or otherwise disturb others may be reported to the local law enforcement agency.
17. _____ Alcohol is **NOT** permitted on District property, including in and around the Pool and/or Pool Patio. (NO EXCEPTIONS).
18. _____ Anyone that appears to be under the influence of drugs or alcohol will be asked to leave the Facilities, immediately.
19. _____ Glass containers, of any kind, are **NOT** permitted on District property, including in and around the Pool and/or Pool Patio.
20. _____ The pool area is not supervised by lifeguards.
21. _____ All swimmers must shower before initially entering the Pool.
22. _____ Furniture shall NOT be removed from the Amenity Center (i.e., Gathering Room, Pool, Pool Patio, etc.) at any time.
23. _____ All equipment, furnishings, and property of the District shall be found in the same condition after use of same.
24. _____ It shall be the responsibility of any Resident or Member utilizing the Recreational Facilities to remove food and/or other items brought in.
25. _____ All persons shall obey the Hillsborough County Noise Ordinance and capacity limits as set by the Fire Marshall.
26. _____ Glitter and Confetti are **NOT** allowed on District property.
27. _____ The Facility and District Staff are not responsible for lost or stolen items. District Staff is not permitted to hold valuables or accept deliveries for Residents or Members.
28. _____ No person may use any District Recreational Facility in such a manner as to interfere with the rights, comforts, conveniences, or peaceful enjoyment of the adjoining areas within the District by other residents. Specifically, no person may use District Recreational Facilities in such a manner that creates excessive noise, profanity, or boisterous action.

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29. _____ No pets shall be allowed at or within the Amenity Center, Clubhouse, Pool, and/or Pool Patio any time except for verified service animals as defined by Florida Statutes.
30. _____ Per Florida's Clean Air Act (FCAA), codified in Chapter 386 of the Florida Statutes, prohibits **smoking and vaping** in most public places.
31. _____ With the exception of firearms and ammunition permitted under Chapter 790, Florida Statutes, no other weapons are permitted on District property.
32. _____ Call 911 in the event of an emergency or any safety concerns.
33. _____ PLEASE NOTE: violations of these Policies will not only be immediate grounds for Forfeiture of Key Fob access and/or Amenity Center access but will also be subject to possible suspension of Amenity Center Access as deemed appropriate by the District's Board of Supervisors.
34. _____ Policies and Regulations are subject to change as deemed necessary after appropriate approval by the Board of Supervisors.

Pool and Pool Patio Specific Usage Policies

In addition to the Policies and Regulations listed above, below are Pool and Pool Patio Specific Usage Policies.

1. _____ In the event of an emergency, or any safety concern, please call 911.
2. _____ Swim at your own risk. The pool areas are not supervised by lifeguards.
3. _____ Residents and Members under the age of 18 that utilize the pool or pool patio independently MUST have a key fob/access card and a Signed Parental Consent and Waiver Form (Exhibit B) prior to use of the pool or pool patio.
4. _____ The Pool and Pool Patio is open from Dawn until Dusk.
5. _____ All swimmers must shower before entering the pool.
6. _____ Flotation devices, such as rafts, rings, or play items, are NOT allowed in the pool or on the pool patio.
7. _____ Bicycles, scooters, roller skates, rollerblades, skateboards, etc. are NOT permitted on the pool patio.
8. _____ Persons with open cuts, wounds, sores, or blisters may NOT use the pool.
9. _____ Persons that are ill with diarrhea may NOT use the pool.
10. _____ Swim diapers are recommended for use by infants/children that are not toilet trained.
11. _____ Animals are not permitted in or around the pool with the exception of certified service animals.
12. _____ The pool and pool patio may be closed due to weather warnings, fecal accidents, chemical balancing, or general maintenance and repairs.
13. _____ Pool and pool patio Policies may be changed at the discretion of the District's Board of Supervisors.
14. _____ All other general Recreational Facilities and Amenity Center Usage Policies apply.

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CONSEQUENCES FOR VIOLATIONS OF POLICIES AND REGULATIONS

POLICY ENFORCEMENT. Please be aware that District Representatives **MUST** protect the rights and privileges of rule-abiding Residents and Members, and that inappropriate behavior will **NOT** be tolerated. All patrons are responsible for compliance with the Policies and Regulations established for the safe operations of all the Recreational Facilities. For severe violations or anyone continuing to violate Facilities Policies and Regulations, individual(s) may be refused access to the Facilities and associated amenities. The District Staff reserves the right to ask Residents, Members, and/or Guests to leave the Facilities and may suspend their privileges and/or key fobs. The District Staff retain the full right to contact the local law enforcement agency and have violators trespassed permanently from any District Property.

Depending on the severity of the violation, the individual(s) may be asked to leave the facilities until a consequence is determined. If a minor is involved in a violation, a parent or guardian will be contacted, and a written warning may be issued. Documentation of incidents will be kept on file with the District Manager.

Any appeals will need to be made in writing to the District's Board of Supervisors. Appeals will be reviewed at the next regularly scheduled District Board of Supervisors meeting from the date the appeal was received.

CONSEQUENCES. The following Consequences are at the sole discretion of the District Representative on site and are only to be used as a Guideline.

- I. WARNINGS:** The violation will be brought to the attention of the individual(s) involved. If the behavior continues, the violator will be asked to leave the property.
- II. SUSPENSIONS:** All suspensions will be treated on a case-by-case basis. Consequences and decision outcomes will be determined by District Management. While suspended from District Property, access cards / key fobs for Residents and/or Members will be deactivated. Any suspension of privileges from District Property, which resulted from Policy and Regulation violations, may be issues as follows and is automatically sent to the Board of Supervisors for ratification:
 - a. 3 days
 - b. 7 days
 - c. 1 month
 - d. 3-6 months
 - e. Indefinite

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SIGNATURES

I, the Resident and/or Member, have read, initialed, and understand the (1) Recreational Facilities and Amenity Center Policies and Regulations; the (2) Pool and Pool Patio Specific Usage Policies; and the (3) Consequences for Violations of Policies and Regulations listed above.

**Berry Bay
Community Development District**

District Representative Name: _____
Title: _____
Date of Signature: _____

Member (Resident/Member) *(please circle one)*

Printed Name: _____
Mailing Address: _____
Date of Signature: _____
Email Address: _____

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Cancellation Policy: PLEASE NOTE that the District MUST receive formal, written notice of a cancellation a minimum of 72 hours prior to the Reservation Date and Time in order for a refund of the Security Deposit to be allowed. Without proper notice, the Rental Fee and the Security Deposit are forfeited.

Gathering Room Rental Usage Policies

1. _____ All persons using the Gathering Room do so at their own risk.
2. _____ Children under the age of sixteen must be accompanied by an adult over the age of 18 at all times while in the Gathering Room.
3. _____ Alcohol is **NOT** permitted in the Gathering Room – presence of alcohol, whether open or otherwise, will **AUTOMATICALLY FORFEIT THE RENTAL FEE AND THE SECURITY DEPOSIT (NO EXCEPTIONS)**.
4. _____ Glass containers, of any kind, are **NOT** permitted in the Gathering Room.
5. _____ Furniture shall **NOT** be removed from the Gathering Room at any time.
6. _____ All equipment, furnishings, and property of the District shall be found in the same condition after use of the Gathering Room.
7. _____ It shall be the responsibility of any resident renting the Gathering Room to remove food and/or other items brought in during the event.
8. _____ Non-perishable items left in the Gathering Room after use will be kept for a period of “One Week.” Items not claimed by the end of that period will be discarded.
9. _____ All persons renting and utilizing the Gathering Room shall obey the Hillsborough County Noise Ordinance and capacity limits as set by the Fire Marshall.
10. _____ Glitter and Confetti are **NOT** allowed in Gathering Room.
11. _____ Residents wishing to reserve the Gathering Room shall contact District staff no later than two (2) weeks prior to the date of intended reservation request. District staff will then review a list of policies and procedures for the reserved special event at the Gathering Room with the applicant. Use of the Gathering Room for parties or other group functions will require the execution of an indemnification agreement and a security deposit.
12. _____ Use of the Gathering Room is **STRICTLY** limited to the confines of the Gathering Room within the Clubhouse. Use of the Pool and/or the Pool Patio is **STRICTLY PROHIBITED** and will result in the **FORFEITURE OF THE SECURITY DEPOSIT**.
13. _____ Use of tape, push pins, etc. on the walls and/or ceiling of the Gathering Room is **STRICTLY PROHIBITED**.
14. _____ The Gathering Room, including but not limited to, ALL surfaces, walls, floors, etc. are to be **thoroughly cleaned** upon the completion of the rental event before leaving the Gathering Room. Failure to adequately clean will result in **FORFEITURE OF THE SECURITY DEPOSIT**. The depositor letter of explanation concerning the withholding of any funds shall be forwarded within 10 days.
 - i. **Please Note:** the District will do its best, but will not be obligated to provide, brooms, mops, etc. Renters must provide their own cleaning products and remove them at the conclusion of the event.
15. _____ **ALL CLEANING MUST BE COMPLETED**, and the Gathering Room locked up securely (all windows and doors closed and locked) by the ending time of the reservation; persons in the Gathering Room **AFTER** ending time of the reservation will be considered as **TRESPASSING** and **NOT ONLY** will the **SECURITY DEPOSIT BE AUTOMATICALLY FORFEITED** but the Trespassers will be subject to arrest by patrolling legal entities (Security and/or Hillsborough County Sheriff’s Office).

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16. _____ No person may use the Gathering Room in such a manner as to interfere with the rights, comforts, conveniences, or peaceful enjoyment of the adjoining areas within the District by other residents. Specifically, no person may use the Gathering Room in such a manner that creates excessive noise, profanity, or boisterous action.
17. _____ Approval of all events is subject to the discretion of the District Manager and/or the District's Board of Supervisors. The District Manager has, within his/her sole discretion, the authority to reduce or waive rental fees for Community Service functions and events.
18. _____ No pets shall be allowed at any time in the Gathering Room except for service animals as defined by Florida Statutes.
19. _____ All exterior doors and windows must be closed when the air conditioning or heat is on and temperatures reset to original settings.
20. _____ Per Florida's Clean Air Act (FCAA), codified in Chapter 386 of the Florida Statutes, prohibits **smoking and vaping** in most public places.
21. _____ Call 911 in the event of an emergency or any safety concerns.
22. _____ PLEASE NOTE: violations of these Policies will not only be immediate grounds for Forfeiture of the Security Deposit but will also be subject to possible suspension of Amenity Center Access as deemed appropriate by the District's Board of Supervisors.

I, the renter, have read, initialed, and understand the Gathering Room Reservation Policies listed above.

**Berry Bay
Community Development District**

District Representative Name: _____
Title: _____
Date of Signature: _____

Renter (Resident/Non-Resident) *(please circle one)*

Printed Name: _____
Date of Signature: _____
Email Address: _____

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Permission to use Gathering Room, Release of Liability, and Indemnification Agreement

1. The District is the owner of the Gathering Room.
2. The District is a residential development.
3. Upon request, the District, while it is the owner of the Gathering Room, will consider the use of the Gathering Room by groups and other entities for limited purposes.
4. The "Renter," has applied to the District to use the Gathering Room.
5. The District, by its execution of this Agreement, has approved the use of the Gathering Room, as described herein, subject to all applicable laws, rules, and regulations, and subject to the District's receipt of a Rental Fee of \$50.00 for rentals up to four (4) hours or Rental Fee of \$100.00 for rentals up to six (6) hours. Every rental will require the receipt of a \$200.00 Security Deposit. All monies must be in the form of U.S. Bank Check. Please make two separate checks, one each for the Rental Fee and the Security Deposit. Checks should be made payable to: Berry Bay CDD.
6. The District has consented to the above use by the Renter, its agents, employees, and invitees.
7. In consideration of the District's permission to the Renter, its agents, employees, and invitees to use the Gathering Room, the Renter, for itself, its agents, employees, and invitees, and any other person or entity claiming by or through them, releases, discharges and acquits the District, its agents or employees, for any and all claims for loss, damage, or injury of any nature whatsoever to person (including but not limited to personal injury and death) or property resulting in any way from, or in any fashion arising from, connected with, or resulting in any way from the use of the Gathering in whatever manner the loss, damage, or injury may be cause and whether or not the loss, damage, or injury may be caused, occasioned, or contributed to by the negligence, sole or concurrent, of the District, its agents or employees; it being specifically understood and agreed that this release of liability applies to any and all claims for loss, injury, or damage caused solely or partially by the negligence of the District, its agents or employees.
8. As further consideration for the District's permission to the Renter, its agents, employees, and invitees to use the Gathering Room, the Renter, for itself, its representatives and assigns, agrees to defend, indemnify, and hold harmless the District, its agents or employees, from any and all claims for loss, damage, or injury of any nature whatsoever to person (including, but not limited to, personal injury and death) or property resulting in any way from or in any fashion arising from, connected with or resulting from the use of the Gathering Room in whatever manner the loss, damage, or injury may be caused and whether or not the loss, damage, or injury may be caused, occasioned, or contributed to by the negligence, sole, or concurrent, of the District, its agents or employees; it being specifically understood and agreed that this Agreement to defend, indemnify, and hold harmless applies to any and all claims for loss, injury, or damage caused solely or partially by the negligence of the District, their agents, or employees.
9. Should any provision of this Agreement be declared or be determined by any court to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby and said illegal part, term, or provisions shall be deemed not a part of this Agreement.

Renter's Printed Name and Signature

Date

District Representative Name and Signature

Date

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CHECK PAYMENT FORM

*This form must be completed by **each individual** issuing a check to the Berry Bay Community Development District as payment for Gathering Room rentals, keys, or any other products/services. A copy of the check, issuer's driver's license and/or valid ID MUST be obtained **for each individual occurrence.***

TODAY'S DATE: _____

NAME OF ISSUER: _____

DOB: _____

ADDRESS: _____

HOME PHONE: _____

CELL PHONE: _____

DRIVER LICENSE NUMBER: _____

Please attach a copy of Driver's license.

PLACE OF EMPLOYMENT: _____

WORK PHONE: _____

AMOUNT OF CHECK: _____

REASON FOR CHECK: _____

Non-Sufficient Funds (NSF) Policy:

In the event that a check is sent back to the Berry Bay Community Development District (the "District") for non-sufficient funds, the check writer must make payment within 30 days of receipt of a demand letter. Payment may be made by cashier's check, money order or cash at a cost of \$25.00 in addition to the original check amount.

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EXHIBIT B

Parental Consent and Waiver Form for Minor-Use of Recreational Facilities

In addition to agreeing to abide by all Community Standards, Guidelines, Policies and Usage Regulations while utilizing the District's Recreational Facilities I, _____, hereby agree on behalf of myself, and _____ (child/minor) to the following:

Disclaimer and Use of Recreational Facilities at Your Own Risk

PROPERTY OWNERS, RESIDENTS, NON-RESIDENTS, MEMBERS, RENTERS, AND/OR GUESTS USING THE RECREATIONAL FACILITIES DO SO AT THEIR OWN RISK. The safety of our Property Owners, Residents, Non-Resident Users, Members, Renters, and/or Guests of our community is a primary concern. All persons using the Facilities do so at their own risk and agree to abide by the Policies and Regulations for use of the Facilities. The Berry Bay Community Development District assumes no responsibility and shall not be liable for any accidents, personal injury, or damage to, or loss of, property arising from the use of the Facilities or from the acts, omissions, or negligence of other persons using the Facilities. The District assumes no liability for any theft, vandalism, and/ or damage that might occur to personal property. Residents and Members are responsible for their actions and those of their Guests.

THE DISTRICT DOES NOT PROVIDE ON-SITE STAFF DEDICATED FOR THE PURPOSE OF MONITORING THE USE OF THE RECREATIONAL FACILITIES OR SAFETY OF THE RESIDENTS, MEMBERS, OR THEIR GUESTS. PRIOR TO USING THE COMMUNITY RECREATIONAL FACILITIES, PROPERTY OWNERS, RESIDENTS, NON-RESIDENT USERS, MEMBERS, RENTERS, AND/OR GUESTS ACKNOWLEDGE AND UNDERSTAND THE INHERENT RISKS INVOLVED IN USING THE FACILITIES OR PARTICIPATING IN ACTIVITIES AND VOLUNTARILY AGREE TO ASSUME RESPONSIBILITY FOR THESE RISKS AND THEIR OWN SAFETY.

Persons interested in using the Recreational Facilities are encouraged to consult with a physician prior to engaging in physical exercise, swimming, aerobics, weightlifting, sports, and/or cardiovascular exercise.

**NOTICE TO THE MINOR CHILD'S
NATURAL LEGAL GUARDIAN**

READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF BERRY BAY COMMUNITY DEVELOPMENT DISTRICT USES REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM, YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM BERRY BAY COMMUNITY DEVELOPMENT DISTRICT IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND BERRY BAY

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COMMUNITY DEVELOPMENT DISTRICT HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE, IF YOU DO NOT SIGN THIS FORM.

I further agree to indemnify, defend, and hold harmless the Released Parties from and against any and all claims, demands, losses, liabilities, costs, or expenses arising out of or in any way connected with my child/minor's use of the community amenities or participation in activities at the amenities.

I agree that this release, waiver, and indemnity agreement is intended to be as broad and inclusive as permitted by the laws of the State of Florida, and that if any portion of the agreement is held invalid, it is agreed that the balance shall; notwithstanding, continue in full legal force and effect.

Property Owners, Residents, Non-Resident Users, Renters and Guests hereby acknowledge a non-waiver of the District's limitation of liability contained in Fla. Stat. 768.28.

Property Owners, Residents, Non-Resident Users, Members, Renters, and/or Guests further acknowledge that they will comply with all Federal, State, County, and Municipal statutes, including Fla. Stat. 877.22.

By signing this, Parental Consent and Waiver Form, I acknowledge having read and agreed to the above release, waiver, and indemnity.

Name of Minor: _____

Name of Parent/Guardian: _____

Address of Parent/Guardian: _____

Relation to Minor: _____

Signature of Parent/Guardian: _____ Date: _____