

BERRY BAY COMMUNITY DEVELOPMENT DISTRICT

Recreation Center Reservation Policies

The Recreation Center (which does not include the pool area) will be available for rental by residents for a maximum of 6 hours unless otherwise approved by the District Manager. Rentals are on a first come, first serve basis, with **security deposit in place to reserve the date and time**. Rentals may begin as early as 9:00 a.m. and must terminate by 11:00 p.m.

Cancellation Policy: A 72 hour written notice required must be provided prior to event date. Without proper notice, rental fee is non-refundable.

1. All persons using the Recreation Center do so at their own risk.
2. Children under the age of sixteen must be accompanied by an adult at all times while at the Recreation Center or pool.
3. Alcohol is NOT permitted at the Recreation Center or pool – presence of alcohol **AUTOMATICALLY FORFEITS SECURITY DEPOSIT** (THERE WILL BE NO EXCEPTIONS).
4. Glass beverage containers are NOT permitted at the Recreation Center or pool.
5. Furniture shall NOT be removed from the Recreation Center or pool at any time.
6. All equipment, furnishings and property of the District shall be found in the same condition after use of the Recreation Center.
7. It shall be the responsibility of any resident using the Recreation Center to remove food or other items.
8. Non-perishable items left in the Recreation Center 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 using the Recreation Center shall obey the Hillsborough County Noise Ordinance and capacity limits as set by the Fire Marshall.
10. Glitter and Confetti are not allowed in Recreation Center
11. Residents wishing to reserve the Recreation Center shall contact District staff no later than two weeks preceding the date of intended reservation request. District staff will then review a list of policies and procedures for the reserved special event at the Recreation Center with the applicant. Use of the Recreation Center for parties or other group functions will require the execution of an indemnification agreement and a security deposit.
12. Use of the Recreation Center is STRICTLY limited to the confines of the building and adjacent parking area. Use of pool is STRICTLY PROHIBITED and will result in the **FORFEITURE OF THE SECURITY DEPOSIT**.
13. Please respect all walls and surface areas of the Recreation Center as you would your own home: DO NOT PLACE TAPE ON WALLS, PUT PUSH-PINS INTO WALLS, ETC.

14. All surfaces are to be **thoroughly cleaned** upon the completion of the rental event before leaving the Recreation Center. Failure to thoroughly clean will result to **FORFEITURE OF THE SECURITY DEPOSIT**. The depositor letter of explanation concerning the withholding of any funds shall be forwarded within 10 days. (Wipe all surfaces, tables, chairs; sweep and mop the entire floor area; remove all trash from clubhouse to dumpster – replace trash bags). **Note:** the CDD 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 Recreation Center locked up securely (all windows and doors) by 11 pm of the rental day; persons in the Recreation Center AFTER 11 pm will be considered as TRESPASSING and subject to arrest by patrolling legal entities (Security and/or Hillsborough County Sheriff's Office).
16. No person may use the Recreation Center in such a manner as to interfere with the rights, comforts, conveniences, or peaceful enjoyment of the adjoining areas within the community by other residents. Specifically, no person may use the center 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. The District Manager has within its 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 center 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. There is NO SMOKING allowed. Smoking in the Recreation Center will result in the **FORFEITURE OF THESE SECURITY DEPOSIT**.
21. Call 911 in the event of an emergency.
22. Violations will be subject to suspension as deemed appropriate by the Board of Supervisors.

APPLICANT

Signature: _____

Print Name: _____

Date: _____

BERRY BAY COMMUNITY DEVELOPMENT DISTRICT

Signature: _____

Print Name & Title: _____

Date: _____

BERRY BAY COMMUNITY DEVELOPMENT DISTRICT

CHECK PAYMENT FORM

This form must be completed by each person issuing a check to the Berry Bay Community Development District as payment for amenity center meeting room rentals, keys or any other products/services. A copy of the check issuer's driver's license or valid ID must be obtained for each occurrence.

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.

BERRY BAY COMMUNITY DEVELOPMENT DISTRICT

**AMENITY CENTER MEETING ROOM USAGE AGREEMENT
RELEASE OF LIABILITY AND INDEMNIFICATION**

1. **BERRY BAY COMMUNITY DEVELOPMENT DISTRICT** (hereinafter, the “District”) is the owner of the amenity center meeting room and related facilities (hereinafter, the “Facilities”), located within the Berry Bay community in Hillsborough County, Florida.
2. The District, by its execution of this Agreement, has approved the use of the amenity center meeting 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 \$100.00 for rentals up to six (6) hours, plus a refundable security deposit in the amount of \$200.00 for the Applicant. All monies must be in the form of U.S. Bank Check. Please make two separate checks (one each for the rental fee and security deposit) payable to:

BERRY BAY CDD

3. The undersigned, _____, (the Applicant), has applied to the District to use the amenity center meeting room as follows:

Applicant Address: _____

Purpose: _____

Date of Event: _____ Phone: _____

Time of Event (ALL Events shall end by Dusk): _____

Maximum Number of Attendees (NOT TO EXCEED 30): _____

4. The District has consented to the above use by the Applicant, its agents, employees and invitees.
5. In Consideration of the District’s permission to the Applicant, its agents, employees and invitees to use the Facilities, the Applicant, for itself, its agents, employees and invitees, and any 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 persons or property, including but not limited to personal injury or death, resulting in any way from, or in any fashion arising from, or connected with, the use of the Facilities. In whatever manner the loss, damage or injury may be caused and whether or not the loss, damage, injury or death 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, damage or death caused solely or partially by the negligence of the District, its agents or employees.

6. As further consideration for the District's permission to the Applicant, its agents, employees and invitees to use the Facilities, the Applicant, for itself, its representatives and assigns, agrees to indemnify, defend and hold harmless the District, its agents and employees, from any and all claims for loss, damage, injury or death of any nature whatsoever to persons or property, including, but not limited to personal injury or death, resulting in any way from or in any fashion arising from or connected with the use of the Facilities, in whatever manner the loss, damage, injury or death may be caused, occasioned or contributed to by the negligence, sole or concurrent, of the District, its agents or employees.
7. Should any provision of this Agreement be declared or be determined by any court of jurisdiction to be illegal or invalid, the validity of the remaining parts, term or provision shall not be affected thereby and said illegal part, term or provision shall be deemed not part of this Agreement.
8. The security deposit, less the cost of repair of any damage or costs to clean up any mess or litter left following the Event, shall be returned to the Applicant within one (1) week of the Event.

APPLICANT

Signature

Print Name

Date

**BERRY BAY COMMUNITY
DEVELOPMENT DISTRICT**

Signature

Print Name & Title

Date

*** 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.

BERRY BAY
Community Development District

Recreational Facilities
Rules & Regulations

Adopted; November 02, 2023

Recreational Facilities Rules & Regulations

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Recreational Facilities Rules & Regulations

General

The Berry Bay Community Development District (the “District”) has adopted these Rules and Regulations for the safety and security of the District and its Members (as defined herein). The Board of Supervisors may modify these Rules and Regulations from time to time as needed.

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

Definitions

All capitalized terms shall have the meanings as defined herein.

1. Adult – An individual eighteen (18) years of age, or older.
2. Amenity Access Cards (also referred to as “Fobs”) – Amenity Access Cards or Fobs are issued to eligible Members who meet the requirements contained in these Rules and Regulations strictly for the use of the Member to access the Recreational Facilities in accordance with these Rules and Regulations.
3. Annual Pass; Annual Passholders – An Annual Pass may be purchased by a non-resident of the District at a cost of \$2,852.39 each per household. Annual Passholders have the right to use the Community Facilities and will be subject to the same Rules and Regulations and Penalties as Residents within the District.
4. Board of Supervisors – The Board of Supervisors of the Berry Bay Community Development District.
5. Common Areas – All real property (including the improvements thereto) now or hereafter owned by the District for the common use.
6. Community Facilities – All areas included in the Recreational Facilities and Common Areas.
7. District Management; District Manager – Those agents and representatives of the management firm hired by the District.

8. Guest(s) – A Member who is 18 years or older shall be responsible for all Guests within the Community Facilities. All Members shall remain with their Guests at all times. The District Manager may make accommodations as necessary for unaccompanied Guests. Approvals for unaccompanied Guests must be received in advance and are at the discretion of the District Manager.
9. Household – A house and its occupants regarded as a unit.
10. Member – A Resident, Annual Passholder or Tenant.
11. Pool Cabana – Covered area near the pool.
12. Properties – Shall mean and refer to that certain real property located within the District boundaries, and such additions thereto as may hereafter be brought within the boundaries of the District.
13. Recreational Facilities – Includes the swimming pool facilities, picnic area, basketball court, pickle ball court, playground, restrooms, and dog park.
14. Staff – Those individuals employed by the District such as the field services manager and maintenance personnel.
15. Resident – A homeowner living within the District’s boundaries.
16. Rules and Regulations – Any written rules or regulations adopted, implemented or published by the District or its Board of Supervisors, at any time and from time to time amended, with respect to the conduct and security of the Members and their Guests, invitees, agents and contractors within the Properties.
17. Tenant – A lessee of a dwelling within the District who has had privileges for use transferred pursuant to these Rules and Regulations.

Conduct Code

Improper conduct, obscenities, verbal or physical threats by Members and/or Guests will not be tolerated anywhere in the Community Facilities. Actions by any person of any nature, which may be dangerous, create a health or safety problem, create a hostile environment, or disturb others, are not permitted. This includes noise, intoxication, quarreling, threatening, fighting, offensive or abusive language or behavior. Members are responsible for their family, guests, and invitees.

All Members are expected to conduct themselves properly with due consideration for each other and for fellow Members, Guests and Staff. The District Manager has the authority to discipline within the Rules and Regulations any person for conduct which, in their opinion, tends to endanger the welfare, interest or character of the District, as well as for violations of the specific Rules and Regulations of the District.

As stated in the Rules and Regulations, the District and/or Staff have the right to ask any person(s) to cease their conduct and/or leave the premises as a result of conduct that serves to harass or annoy other persons using or working in the Community Facilities.

At the discretion of the Staff and District Management dealing with the situation, the assistance of the local law enforcement agency may be sought to maintain order. A copy of the official law enforcement report of the incident shall be obtained and delivered to District Management within five (5) business days.

Any person who verbally threatens the physical well-being of another person or who engages in behavior that may be dangerous, creates a health or safety problem, creates a hostile environment, or otherwise disturbs others and causes them to fear for their physical well-being may be reported to the local law enforcement agency by Staff members.

Anyone who observes a violation of these Rules and Regulations shall bring the matter to the attention of any Staff member on duty or to District Management. Members are discouraged from trying to enforce the Rules and Regulations on their own.

Staff, fellow Members and Guests are to be treated in a courteous and considerate manner. No member of the Staff shall be reprimanded or harassed in any way by a Member or Guest. All complaints regarding services rendered by any Staff member must be made to the onsite Manager or District Management.

Members shall not engage or direct Staff on any private business, nor shall any Staff member be used for the individual benefit of the Member, nor shall any Member direct, supervise, or in any manner attempt to assert control over any such Staff members.

Lease Procedures and Transfer of Privileges

All Tenants living within the District's boundaries must be listed on the Lease Agreement. Leases must contain a clause indicating that the Tenant has received a copy of all District Rules and Regulations and agrees to be bound by them. A Tenant may not transfer privileges to another person. Upon transferring his or her privileges to a Tenant, the homeowner no longer has any privileges to use the Community Facilities until such time that the District Manager is notified of termination of transfer and the Amenity Access Cards or Fobs for the Tenant are returned. In the event a home is sold, the homeowner's Amenity Access Card or Fob is to be turned in to the District Manager. The card will be deactivated and reissued to the new homeowner.

Use of Community Facilities

1. Community Facilities are for the use of Members and Guests. Staff may ask to inspect proper identification and those persons not showing it may be required to leave. **All Community Facilities are used at the risk and responsibility of the user and the user shall hold the District harmless from damage or claims by virtue of such use.**
2. Each household or Annual Passholder is allowed up to five (5) Guests at one time unless prior approval for additional Guests is given by District Management. Guests must be accompanied by a member of the household who is 18 years old or older.
3. Members and Guests may use the Recreational Facilities as follows:
 - a. Each household/Annual Passholder will be issued one (1) Amenity Access Card or Fob. This card is for use by the cardholder only.
 - b. The Amenity Access Card or Fob is used to access the swimming pool and bathrooms. Age restrictions apply.
 - c. When you use the Amenity Access Card or Fob, your name and time of entry are registered.
 - d. Your Amenity Access Card or Fob is your responsibility. If you misplace your Amenity Access Card or Fob, please contact the on-site Manager immediately so that it can be deactivated.
 - e. Replacement Amenity Access Cards or Fobs will be issued at a charge of \$25 per Amenity Access Card or Fob.
 - f. Hours for the Community Facilities are from dawn to dusk. Hillsborough County curfew laws supersede this policy and applicable individuals must adhere to these laws first and foremost.
 - g. When applying for a replacement Amenity Access Card or Fob, State issued identification must be presented (i.e. a driver's license, birth certificate, or passport), along with a copy of a utility statement and or a vehicle registration showing the individual's address of residence. Each cardholder is required to sign an Amenity Access Card Agreement. Tenants must also provide a copy of their lease.
 - h. Skateboarding, scooters, or use of similar equipment will not be permitted anywhere on the Community Facilities. This includes the pool area, basketball court and pickle ball court.
 - i. Shirts and shoes are to be worn in the Recreational Facilities, except for the swimming pool area.

- j. Proper disposal of personal trash is required.
 - k. Profanity and bullying will not be tolerated.
 - l. No vandalizing of Community Facilities.
 - m. Anyone under the age of sixteen (16) must be accompanied by an Adult while at the swimming pool facilities. Anyone under the age of twelve (12) must be accompanied by an Adult while at basketball court, pickle ball court, dog park, picknick area, or playground.
 - n. Diving or flips from the deck into the swimming pool will not be allowed.
 - o. No fighting.
 - p. Except as permitted under Florida law, no firearms or weapons (as defined in Chapter 790, Florida Statutes) are permitted on the Properties.
 - q. Members or Guests of any age may not bring or consume alcoholic beverages within the Community Facilities.
 - r. Illegal drugs and paraphernalia are prohibited.
 - s. Pets (except for service animals as defined by Florida Law) are prohibited within the swimming pool area, and playground. With the exception of the Dog Park, all pets must be on a leash when on any Common Area.
 - t. Community Facilities shall be used only for the purpose for which they are designed.
 - u. Climbing gates, fences, or gaining access to the Community Facilities through non-traditional or unorthodox means is not allowed.
4. Community property may not be altered or removed from any Community Facility without written consent from the Board of Supervisors or District Manager.
5. Nothing is to be stored or accumulated on Common Areas. No accumulation of rubbish, debris or unsightly materials will be permitted on Common Areas.
6. No person shall commit any nuisance, vandalism, boisterous or improper behavior on or within the Community Facilities that interferes with or limits the enjoyment of the Community Facilities by Members. Anyone damaging community property or Community Facilities must reimburse the District for all costs associated with its repair or replacement. Members are responsible for damages caused by their family, guests and invitees.

7. In accordance with the Florida Clean Air Act, smoking is prohibited within the Community Facilities, unless it is within the designated areas established for smoking.
8. The District has the right to close any Community Facility. Any Community Facility closed by the District shall not be used in any manner until it is reopened.
9. All instructors are independent contractors that must be approved, certified and insured and must have a contractual agreement with the District.
10. Except at community-sponsored events as approved by the District Management, bounce houses, waterslides and other similar temporary play structures/equipment are strictly prohibited.
11. Call 911 in the event of an emergency and inform the District Manager.

Community Facility Reservation Policies

Private reservations of recreational facilities are prohibited, except as provided in the attached Amenity Center Meeting Room Usage Agreement (Exhibit "A").

Community Ponds

1. Swimming is not permitted in any of the stormwater ponds within the District.
2. The operation of motorized watercraft upon the stormwater ponds within the District is prohibited. This shall not apply to operation of motorized watercraft by an agent of the District while acting within the scope of his/her duties.
3. Fishing in stormwater ponds is prohibited.

Dog Park Rules (the "Dog Park")

1. Dogs must be on leashes at all times, except within the Dog Park area.
2. Dogs inside the Dog Park must be under voice control by their handler at all times. If voice control is not possible, do not enter the Dog Park.
3. Dog handler must have the leash with them at all times.
4. Dogs may not be left unattended and must be within unobstructed sight of the dog handler.
5. Dogs must be vaccinated and wear a visible rabies and license tag at all times.
6. Limit three dogs per adult dog handler.

7. Puppies under four months of age should not enter the Dog Park.
8. Children under the age of twelve (12) are not permitted within the Dog Park area without Adult supervision.
9. Dog handlers are responsible for the behavior of their animals.
10. Aggressive dogs are not allowed in the Dog Park. Any dog showing signs of aggression should be removed from the Dog Park immediately.
11. Female dogs in heat are not permitted in the Dog Park.
12. Human or dog food inside the Dog Park is prohibited.
13. Dog handlers must clean up any dog droppings made by their pets.
15. Dog handlers must fill in any holes made by their pets.
16. Please do not brush or groom pets inside the Dog Park. The Dog Park is for play time.
17. The Dog Park is designated a "No Smoking" area.

Playground Rules (the "Park")

1. Park hours are from dawn to dusk.
2. The play structures are designed for children under the age of twelve (12).
3. Children under the age of twelve (12) must be supervised by an Adult at all times.
4. No glass containers are allowed in area.
5. Use of profanity and/or disruptive behavior will not be tolerated.
6. Report violators, damaged equipment and unsafe conditions to the District Manager.

Swimming Pool Facility (the “Pool Facilities”)

1. The Pool Facilities are open from dawn until dusk.
2. The District assumes no liability for injuries, damage or loss.
3. Lifeguards will not be present at the Pool Facilities. All persons using the Pool Facilities do so at their own risk.
4. Children under the age of sixteen (16) must be accompanied by an Adult at all times while using the Pool Facilities.
5. All persons using the Pool Facilities shall obey the capacity requirements posted, which are defined by Hillsborough County and the State of Florida.
6. Proper swimming attire (bathing suits only) must be worn while using the Pool Facilities.
7. No smoking is allowed in the Pool Facilities.
8. No diving is allowed.
9. Incontinent persons, including children who are not toilet-trained, must wear swim diapers or other protective pants designed for use in a swimming environment when using the pool.
10. No floatation devices are permitted in the pool, except for swim aids and water aerobic equipment.
11. No running or rough housing is allowed in the Pool Facilities. No bikes, roller skates/blades or scooters in pool area.
12. No animals with the exception of qualified service animals are allowed within the Pool Facilities.
13. Alcohol is prohibited at the Pool Facilities.
14. No glass containers of any kind are allowed in the Pool Facilities.
15. Radios and/or “boom boxes” may not be played at the pool. All portable electronic devices are allowed if headphones are used.
16. Food and beverages are prohibited in the pool and on the pool wet deck area per the Florida Statutes.
17. No profanity and/or disruptive behavior, loud noise, running, jumping, diving, flips or boisterous activity is permitted in the Pool Facilities.

18. Pool furniture shall not be removed from the pool deck area or placed into the swimming pool.
19. Call 911 in the event of an emergency.
20. The Pool Facilities will be closed during electrical storms or when rain makes it difficult to see any part of the pool or pool bottom clearly. The pool will be closed at the first sound of thunder or sighting of lightning and will remain closed for thirty (30) minutes after the last sighting. Everyone must leave the pool deck immediately upon hearing thunder or sighting lightning, or when instructed to do so by Staff.

Violation of Rules and Regulations

All persons using or entering the Community Facilities are responsible for compliance with, and shall comply with, the Rules and Regulations established for the safe operations of the Community Facilities.

1. *Suspension of Rights.* The District, through its Board of Supervisors and District Manager, shall have the right to restrict, suspend, or terminate the privileges of any person to use the Community Facilities for any of the following behaviors:
 - a. Submitting false information on any application for use of the Community Facilities;
 - b. Permitting the unauthorized use of an Amenity Access Card;
 - c. Exhibiting unsatisfactory behavior or appearance;
 - d. Failing to pay amounts owed to the District in a proper and timely manner;
 - e. Failing to abide by any District Rule or Regulation contained herein;
 - f. Treating the District's supervisors, Staff, contractors, or other representatives, or other Member or Guests, in an unreasonable or abusive manner;

- g. Damaging or destroying District property; or
 - h. Engaging in conduct that is improper or likely to endanger the health, safety, or welfare of the District, or its supervisors, Staff, contractors, or other representatives, or other Members or Guests.
2. *Authority of Staff.* Staff has the ability to remove any person from one or all Community Facilities if any of the above-referenced behaviors are exhibited or actions committed. Staff may at any time restrict or suspend for cause or causes, including but not limited to those described above, any person's privileges to use any or all of the Community Facilities for a period not to exceed seven days.
 3. *Authority of District Manager.* The District Manager may at any time restrict, suspend or terminate for cause or causes, including but not limited to those described above, any person's privileges to use any or all of the Community Facilities for a period greater than seven days. Any such person will have the right to appeal the imposition of the restriction, suspension or termination before the Board of Supervisors. For consideration, all written appeals should be delivered to the District Manager.
 4. *Legal Action; Criminal Prosecution.* If any person is found to have committed any of the infractions noted in Section 1 above, such person may additionally be subject to arrest for trespassing or other applicable legal action, civil or criminal in nature.