

FISHHAWK RANCH WEST HOA

RULES AND RATES FOR ALL AMENITY FACILITIES

Adopted 10/21/14

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DEFINITIONS

“Amenity Facilities” – shall mean the properties and areas owned by the FishHawk Ranch West HOA and intended for recreational use and shall include, but not specifically be limited to, the Central Park Pool, Dog Park and Lake House along with their appurtenant facilities and areas.

“Amenity Facilities Policies” or “Policies” – shall mean all Amenity Facilities Policies of FishHawk Community Development District IV and FishHawk Ranch West HOA, as amended from time to time.

“Amenity Manager” – shall mean the management company, including its employees, staff and agents, contracted by the HOA to manage Amenity Facilities within the District, which facilities include, but are not limited to, the Central Park Pool, Dog Park and Lake House.

“HOA” – shall mean the FishHawk Ranch West Homeowners’ Association.

“Board” – shall mean the FishHawk Ranch West HOA Board of Directors.

“Clubhouse Facilities” – shall mean the Central Park Pool and Lake House.

“Family” – shall mean a group of individuals living under one roof or head of household. This can consist of individuals who have not yet attained the age of eighteen (18), together with their parents or legal guardians. This does not include visiting relatives, or extended family not residing in the home.

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

“Non-Resident” – shall mean any person(s) that does not own property within the District.

“Resident” or “Residents” – shall mean any person or family owning property within the HOA, including Residents, Non-Resident Members (owners), and Renters; who are fourteen (14) years of age and older.

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

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

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

FACILITY ACCESS CARDS

One (1) Facility Access Card will be issued to all members of each Resident's Family; this includes all children fourteen (14) years of age and older. There is a \$10.00 charge to replace any lost or stolen cards. All members will be required to provide proof of residence. All members will be asked to execute an amenity facilities registration form prior to receiving their access card.

GUARDIAN ACCESS CARDS

One (1) Guardian Facility Access Card may be issued to a Resident Family or Renter Family at any one time. There is a \$10.00 charge for this card. The person being issued this card must be at least eighteen (18) years of age or older. An executed and notarized Guardianship Power of Attorney Form for each child under the age of fourteen (14) they will be responsible for is required. This card is good for one (1) year from the date of issuance. For residents who are leasing, the guardian card will expire one calendar year from the date of issue or at the end of the current approved lease period, whichever occurs first. The Guardian is not allowed to use the Amenity Facilities unless using them with the child or children assigned to the card. The Guardian is also not allowed to bring Guests to the Amenity Facilities at any time. The child or children assigned to the Guardian Card will be required to obtain a Child Identification Card. There is a \$5.00 charge for this card.

RENTER'S PRIVILEGES

- 1) Owners who rent out or lease out their residential unit(s) in the community shall have the right to designate the Renter of their residential unit(s) as the beneficial users of the Resident's membership privileges for purposes of Amenity Facilities use.
- 2) In order for the Renter to be entitled to use the Amenity Facilities, the Renter must acquire a membership with respect to the residence which is being rented or leased. The Renter will need to get the Assignment of Rights and Privileges Form from the Resident Services Office and have it executed by the Resident and notarized prior to any Facility Access Cards being issued to the Renter. A Renter who is designated as the beneficial user of the Resident's membership shall be entitled to the same rights and privileges to use the Amenity Facilities as the Resident. There is a \$10.00 charge per card if issuing a new one to first time Renters.
- 3) During the period when a Renter is designated as the beneficial user of the membership, the Resident shall not be entitled to use the Amenity Facilities with respect to that membership.
- 4) Residents shall be responsible for all charges incurred by their Renters which remain unpaid after the customary billing and collection procedure established by the HOA. Resident owners are responsible for the department of their respective Renter.

- 5) Renters shall be subject to the Governing Documents for FishHawk Ranch West, s they may be amended, and to such other rules and regulations as the HOA may adopt from time to time.

GUEST POLICY

- 1) **All Pools** –There are Guest limits for the use of the pool. Residents sixteen (16) and seventeen (17) years of age are only permitted to bring one (1) Guest each. That Guest must be sixteen (16) years of age or older and have proper identification to verify age when being accompanied by a Patron sixteen (16) and seventeen (17) years of age. A Family, as defined in these polices is limited to a maximum of four (4) total Guests at FishHawk West pools. Infants, one year old and younger, do not count against the maximum for total Guests for the pool. One of the Family members present must be eighteen (18) years of age or older in order to bring up to the total maximum Guests for the pool.
- 2) **Fitness Center** – No Guests are allowed in the Fitness Centers at any time. Residents may bring a preapproved trainer to the Fitness Centers for a personal training session only.
- 3) Guests must be accompanied by a Resident when using any amenity facility. Residents will be responsible for the behavior of their guests. All guests shall be subject to the Governing Documents for FishHawk Ranch West, as they may be amended, and to such other rules and regulations as the HOA may adopt from time to time. Residents shall be responsible for any damage caused by guests while using the facilities.

LOSS OR DESTRUCTION OF PROPERTY OR INSTANCES OF PERSONAL INJURY

Each Resident and each guest as a condition of invitation to the premises of the Facility assume sole responsibility for his or her property. The HOA and its contractors shall not be responsible for the loss or damage to any private property used or stored on the premises of the Facility, whether in lockers or elsewhere.

No person shall remove from the room in which it is placed or from the Amenity Facilities' premises any property or furniture belonging to the HOA or its contractors without proper authorization. Amenity Facilities Patrons shall be liable for any property damage and/or personal injury at the Amenity Facilities, or at any activity or function operated, organized, arranged or sponsored by the HOA or its contractors, caused by the member, any guests or any family members. The HOA reserves the right to pursue any and all legal and equitable measures necessary to remedy any losses due to property damage or personal injury.

Any Resident, guest or other person who, in any manner, makes use of or accepts the use of any apparatus, appliance, facility, privilege or service whatsoever owned, leased or operated by the HOA or its contractors, or who engages in any contest, game, function, exercise, competition or other activity operated, organized, arranged or sponsored by the HOA, either on or off the Amenity Facilities' premises, shall do so at his or her own risk,

and shall hold the Amenity Facility, the HOA, the HOA Board of Directors, HOA employees, HOA representatives, HOA contractors, HOA agents, harmless for any and all loss, cost, claim, injury damage or liability sustained or incurred by him or her, resulting there from and/or from any act of omission of the HOA, or their respective operators, Directors, employees, representatives, contractors, or agents. Any Resident shall have, owe, and perform the same obligation to the HOA and their respective operators, Directors, employees, representative, contractors, and agents hereunder in respect to any loss, cost, claim, injury, damage or liability sustained or incurred by any guest or family member of such Resident.

Should any party bound by these Policies bring suit against the HOA, the HOA Board of Directors or staff, agents or employees of the HOA or any Amenity Facility operator or its officers, employees, representatives, contractors or agents in connection with any event operated, organized, arranged or sponsored by the HOA or any other claim or matter in connection with any event operated, organized, arranged or sponsored by the HOA, and fail to obtain judgment therein against the HOA or the Amenity Facility operator, officers, employee, representative, contractor or agent, said party shall be liable to the HOA for all costs and expenses incurred by it in the defense of such suit (including court costs and attorney's fees through all appellate proceedings).

INDEMNIFICATION

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

Each organization, group or individual reserving the use of HOA facilities agrees to indemnify and hold harmless the FishHawk Ranch West HOA, and the amenity management firm, and the respective officers, agents and employees of each, from any and all liability, claims, actions, suits or demands by and person, corporation or other entity, for injuries, death, property damage of any nature, arising out of or in connection with, the use of HOA lands, premises and / or facilities, including litigation or any appellate proceeding with respect thereto.

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

SUSPENSION AND TERMINATION OF ADULT PRIVILEGES

“The Association, pursuant to the Community Charter and Florida law (F.S. Chapter 720), may suspend for a reasonable time the right to use Association facilities of an Owner, or their family, tenant, guest or invitee, for failure to abide by the Association's Governing Documents and rules and regulations. The Association may also suspend the rights of an Owner, and their family

members, tenants, guests and invitees, to use Association facilities if an Owner is more than 90 days delinquent in paying a monetary obligation due to the Association, until such monetary obligation is paid in full.”

- 1) Privileges at the amenity facilities can be subject to suspension or termination by the Board of Directors if a Resident:
 - a) Submits false information on the application for an access card.
 - b) Permits unauthorized use of an access card.
 - c) Exhibits unsatisfactory behavior or appearance.
 - d) Fails to abide by the Rules and Policies established for the use of facilities.
 - e) Treats the personnel or employees of the facilities in an unreasonable or abusive manner. Examples include, but are not limited to the use of profanity, verbal and physical assault.
 - f) Engages in conduct that is improper or likely to endanger the welfare, safety or reputation of the facility or Staff.
- 2) Management may at any time restrict or suspend any Resident privileges to use any or all the amenity facilities when such action is necessary to protect the health, safety and welfare of other Residents and their guests, or to protect the HOA facilities from damage.
- 3) The HOA shall follow the process below in regards to Suspension or Termination of an Adult Resident’s privileges:
 - a) First Offense - A First Offense Violation will result in written notice & explanation of the violation being given to the Resident, and a copy of such notice being filed in the Resident Services Office.
 - b) Second Offense – A Second Offense Violation will result in an Automatic suspension of all amenity privileges for thirty (30) days. Written notice & explanation will be given to Resident and a copy of such notice will be filed in the Resident Services Office.
 - c) Third Offense – A Third Offense Violation will result in a suspension of all amenity privileges until the next Board of Directors Meeting. At the Board meeting, a record of all previous offenses will be presented to the Board for recommendation of termination of the Residents’ privileges for one (1) calendar year (or some shorter amount of time at the Board’s discretion). Written notice will be given to the Resident as to the Board of Directors’ decision.
- 4) **IMMEDIATE SUSPENSION & REMOVAL:** The Board Chair, HOA Manager, and Amenity Manager have the exclusive right, authority and discretion to suspend any Adult Resident for the use of profanity and failure to follow staff direction for a period of no less than seven (7) days. An incident report will be generated and a copy of such notice will be filed in the Resident Services Office. Upon issue of an immediate suspension, should Resident continue to act or perform in an inappropriate manner/behavior, that Adult Resident shall forfeit all amenity privileges until the next Board of Directors’ meeting. Furthermore, HOA Staff will recommend termination of Adult Resident’s privileges for a period of six (6) months.
- 5) Notwithstanding the foregoing, if at any time an Adult Resident is arrested for an act committed, or allegedly committed, while at any HOA Facility, that Adult Resident shall have all amenity privileges suspended until the next Board of Directors’ meeting. At the Board meeting, the Board will be presented with the facts surrounding the arrest and a recommendation of termination of Adult Resident’s privileges for up to one (1) calendar

- year (or some shorter amount of time at the Board's discretion). Written notice will be given to Adult Resident as to the Board of Director's decision.
- 6) Utilizing the facilities during the suspension period will result in a trespassing citation issued by the Hillsborough County Sheriff's Office, or FHP. Furthermore attendance as a guest will also be prohibited during such time. Attempts made to gain access to the facilities using another person's access card will result in the suspension of that card holder's privileges for a period of fifteen (15) days.
 - 7) **Suspension Effective Date**
 - a) The Effective Date for amenity privilege suspension will be from the date of the written notice of suspension.
 - b) Weekdays (Monday – Friday) and Weekends (Saturday – Sunday) will be calculated toward the total number of suspension days.
 - c) The Effective Date for the amenity privilege suspension will be stayed if the party subject to suspension files a notice of appeal of such suspension, in writing, to the HOA Management Office within 5 business days of the date of the written notice.
 - 8) **Appeal Process – Adult Residents**
 - a) Any person has the right to dispute and request an appeal to the HOA Board of Directors.
 - b) A notice of appeal must be submitted in writing to the HOA Management Office within five (5) business days of the date of the written notice for placement on the next regularly scheduled HOA meeting agenda.
 - c) Such notice of appeal shall outline all facts and support documentation that constitutes the basis of appeal.
 - d) The HOA Management Office must be in receipt of such appeal no fewer than five (5) business days prior to the next regularly scheduled HOA meeting or such appeal will be heard at the next subsequent scheduled HOA meeting.
 - e) Any person appealing will be governed by the following procedures:
 - f) Appellant must be physically present or represented by counsel at meeting in which the appeal will be heard by the Board of Directors.
 - g) Failure of attendance will result in dismissal of appeal with no resubmission on future HOA Agenda.
 - h) Appellant's argument & basis for appeal will be limited to five (5) minutes per account unless otherwise expanded by the Board of Directors.
 - i) The HOA Board of Directors and HOA Staff may question the appellant on any matter relevant to the appeal.
 - j) The HOA Board of Directors and HOA Staff may present testimony or documentary evidence on any matter, from any source, relevant to the appeal.
 - k) Appellant must furnish sufficient copies (8) of any documentation to present to the Board of Directors supplementing the argument and basis for the appeal (if applicable).
 - l) The HOA Board of Directors reserves the right to grant or deny any appeal at their sole and absolute discretion.
 - m) HOA action(s) will be resolved by way of successful Board motion.
 - n) Upon Board action on an appeal, no subsequent appeal will be given or heard for the same offense.

SUSPENSION AND TERMINATION OF MINOR PRIVILEGES

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

- g) Failure of attendance will result in dismissal of appeal with no resubmission.
- h) Appellant's argument & basis for appeal will be limited to five (5) minutes per account unless otherwise expanded by the Board of Directors.
- i) The HOA Board of Directors and HOA Staff may question the appellant on any matter relevant to the appeal.
- j) The HOA Board of Directors and HOA Staff may present testimony or documentary evidence on any matter, from any source, relevant to the appeal.
- k) Appellant must furnish sufficient copies (8) of any documentation to present to the HOA Board of Directors supplementing the argument and basis for the appeal (if applicable).
- l) The HOA Board of Directors reserves the right to grant or deny any appeal at their sole and absolute discretion.
- m) Board's action(s) will be resolved by way of successful Board motion.
- n) Upon Board action on an appeal, no subsequent appeal will be given or heard for the same offense.

GENERAL FACILITY PROVISIONS

- 1) The Board reserves the right to amend, modify, or delete, in part or in their entirety, these Rules and Policies when necessary, at a duly-noticed Board meeting, and will notify the Patrons of any changes.
- 2) All Patrons must have their assigned Facility Access Card upon entering the amenities. Cards are only to be used by the Patron they are issued to. Patron must present Facility Access Card upon request from Amenity Staff members.
- 3) Children under fourteen (14) years of age must be accompanied by a parent or adult Patron aged eighteen (18) or older.
- 4) All hours of operation of Amenity Facilities will be established and published by the HOA. The Clubhouse Facilities will be closed on the following holidays: Easter, Thanksgiving Day, Christmas Day and New Year's Day. The Clubhouse Facilities may also have limited hours of operation or be closed on Christmas Eve and New Year's Eve with Board authorization.
- 5) Dogs and all other pets (with the exception of Service Animals) are not permitted at the Clubhouse Facilities and pools. Where Service Animals are permitted on the grounds, they must be leashed. Patrons are responsible for picking up after all pets as a courtesy to residents and in accordance with the law.
- 6) Alcoholic beverages shall not be served or sold, nor permitted to be consumed on the Amenity Facilities premises; this is to include Central Park, unless it is at pre-approved private parties at designated amenity facilities listed in this policy manual. Alcoholic beverages may also be served at HOA pre-approved special events.
- 7) Vehicles must be parked in designated areas. Vehicles should not be parked on grass lawns, or in any way which blocks the normal flow of traffic.
- 8) Fireworks of any kind are not permitted anywhere on the Amenity Facilities or adjacent areas, except for HOA pre-approved special events.
- 9) Only HOA employees, staff and authorized contractors are allowed in the service areas of the Amenity Facilities.
- 10) The Board of Directors (as an entity) and the Association Manager, the Resident Services Manager and its staff shall have full authority to enforce these policies.

- 11) Smoking is not permitted anywhere within the Amenity Facilities.
- 12) Guests must be accompanied by a Patron while using the Amenities.
- 13) All Patrons must use their card for entrance to the Amenity Facility. All lost or stolen access cards should be reported immediately to the Amenity Center Manager. There will be a \$10.00 replacement card fee.
- 14) Disregard for any Amenity Facilities rules or policies may result in expulsion from the facility and/or loss of Amenity Center privileges in accordance with the procedures set forth herein.
- 15) Patrons and their guests shall treat all staff members with courtesy and respect.
- 16) Golf carts, motorcycles, off-road vehicles (including ATV's), and motorized scooters are prohibited on all property owned, maintained, and operated by the HOA or at any of the Amenities within HOA unless they are owned by the HOA.
- 17) Skateboarding is not allowed on any HOA Amenity Facility Property.
- 18) Commercial advertisements shall not be posted or circulated in the Amenity Facilities. Petitions, posters or promotional material shall not be originated, solicited, circulated or posted on Amenity Facilities property unless approved in writing by the Amenity Manager.
- 19) The Amenity Facilities shall not be used for commercial purposes without written permission from the Amenity Manager and the HOA Manager. The term "commercial purposes" shall mean those activities which involve, in any way, the provision of goods or services for compensation.
- 20) Firearms or any other weapons are not permitted within any of the Amenity Facilities.
- 21) The Amenity Manager and/or the Board reserve the right to authorize all programs and activities, including the number of participants, equipment and supplies usage, facility reservations, etc., at all Amenity Facilities, except usage and rental fees that have been established by the Board. The Amenity Manager also has the right to authorize management-sponsored events and programs to better serve the Patrons, and to reserve any Amenity Facility for said events (if the schedule permits) and to collect revenue for those services provided. This includes, but is not limited to, various athletic events and programs, and children's programs, social events, etc. Should the HOA be entitled to any of these revenues based on its established rental or usage fees, the Amenity Manager will be required to compensate the HOA accordingly.
- 22) There is no trespassing allowed in all designated wetland conservation and/or mitigation areas located on HOA property. Trespasser will be reported to the local authorities.
- 23) Loitering (the offense of standing idly or prowling in a place, at a time or in a manner not usual for law-abiding individuals, under circumstances that warrant a justifiable and reasonable alarm or immediate concern for the safety of persons or property in the vicinity) is not permitted at any Amenity Facility.
- 24) All Patrons shall abide by and comply with any and all federal, state and local laws and ordinances while present at or utilizing the Amenity Facilities, and shall ensure that any minor for whom they are responsible also complies with the same.
- 25) Various areas of all Amenity Facilities are under twenty-four (24) hour video surveillance.
- 26) Outdoor grilling is prohibited at all amenity facilities unless at a HOA pre-approved special event.

GENERAL AMENITY FACILITY USAGE POLICY

All Patrons and Guests using the Amenity Facilities are expected to conduct themselves in a responsible, courteous and safe manner, in compliance with all policies and rules of the HOA governing the Amenity Facilities. Violation of the HOA's Policies and/or misuse or destruction of Amenity Facility equipment may result in the suspension or termination of HOA Facility privileges with respect to the offending Patron or Guest. The HOA may pursue legal action for injunctive relief or money damages due to use of Amenity Facilities or equipment.

- 1) **Hours:** The HOA Amenity Facilities are available for use by Patrons during normal operating hours to be established and posted by the HOA.
- 2) **Emergencies:** After contacting 911 if required, all emergencies and injuries must be reported to the office of the District Manager (813) 515-5934.

Persons using the Amenity Facilities do so at their own risk. Amenity Manager's staff members are not present to provide personal training, exercise consultation, athletic instruction, or medical attention, unless otherwise noted, to Patrons or Guests.

HOA FACILITY RENTAL POLICIES

Patrons may reserve for rental certain portions of the Lake House for private events. Only one (1) room or portion of the facility is available for rental during regular hours of operation and reservations may not be made more than six (6) months prior to the event. Persons interested in doing so should contact the Resident Services Office regarding the anticipated date and time of the event to determine availability. Please note that all the facilities are unavailable for private events on the following holidays:

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

The pool and pool deck area of the facilities are not available for private rental and shall remain open to other Patrons and their guests during normal operating hours. The Patron renting any portion of the facility shall be responsible for any and all damage and expenses arising from the event. The HOA has a NO ALCOHOL policy at all of its facilities.

- 1) **Reservations:** Patrons interested in reserving a room must submit to the Resident Services Office a completed Facility Rental Application. At the time of approval, the fees associated with the rental **must** be submitted to the Resident Services Office in order to reserve the room. One payment should be in the amount of the room rental fee and the other payment should be in the amount of Two Hundred Dollars (\$200.00) as a deposit. All checks and money orders are made payable to the **FishHawk Ranch West HOA.**

The Resident Services Office will review the Facility Rental Application on a case-by-case basis and has the authority to reasonably deny a request. Denial of a request may be appealed to the HOA Board of Directors for consideration. Reservations for Charity Events must be made at least ninety (90) days in advance of event and are contingent on HOA Board approval.

- 2) **Cancellation Policy:** Cancellation of reservation less than thirty (30) days from Facility Rental Agreement date will result in a loss of rental fee and return of deposit.
- 3) **Available Facilities:** The following areas of HOA are available for private rental (capacity; rental fee established by rule, time frame available) for up to four and a half (4.5) total hours, including set up and post-event cleanup.

a) **Lake House Clubhouse, Lake House Fire Pit Area, Game Room (all inclusive)**

- **30 Person Capacity**
- **6:30 pm to 11:00 pm, \$150**

- 4) **Staffing:** One (1) staff person is required to work during the four and a half (4.5) hour Facility Rental.
- 5) **Deposit:** As stated previously, deposit in the amount of Two Hundred Dollars (\$200.00) is required by the time the reservation is approved. To receive a full refund of the deposit, the following must be completed:
 - a) Ensure you are present for the duration of the rental.
 - b) Ensure that all garbage is removed and placed in the dumpster.
 - c) Remove all displays, favors or remnants of the event.
 - d) Restore the furniture and other items to their original position.
 - e) Wipe off counters, table tops, chairs and sink area.
 - f) Replace garbage liner.
 - g) Clean out and wipe down the refrigerator, microwave, oven, and all cabinets and appliances used.
 - h) Clean any windows, doors, and mirrors in the rented room.
 - i) Sweep and mop floor.
 - j) Ensure that no damage has occurred to the Amenity Center and its property.
- 6) **General Policies:**
 - a) Facility & room maximum capacity limits must be observed at all times and will be strictly enforced. HOA staff reserves the right to take all necessary actions to comply with this requirement. Examples of these actions are, but are not limited to:
 - b) Event Cancellation & Closure
 - c) Access Restrictions
 - d) Parking Enforcement & Towing
 - e) The Rental Lease Holder will be responsible for any and all monetary citations and fines that may be received by the District for such a violation.
 - f) Rental fees and deposits may be increased, not more than once per year, by action of the Board of Supervisors, to reflect increased costs of operation of the amenity facilities; such increase may not exceed ten percent (10%) per year.
 - g) The volume of live or recorded music must not violate applicable Hillsborough County Noise Ordinances.

h) Renters may not attach anything to the walls, furniture, ceiling, etc.

GENERAL RULES FOR ALL SWIMMING POOLS

****NO LIFEGUARD ON DUTY – SWIM AT YOUR OWN RISK****

Hours:

September and October:	Open Dawn	Close 7:00 PM
November through February:	Open Dawn	Close 5:30 PM
March and April:	Open Dawn	Close 7:00 PM
May through August:	Open Dawn	Close 8:30 PM

- 1) All Patrons must use their assigned Facility Access Card issued to them upon entering the pool area. At any given time, a family may accompany a maximum of four (4) total guests to the swimming pools.
- 2) Children under fourteen (14) years of age must be accompanied by a Parent or Adult Patron at all times for usage of the pool facility.
- 3) Radios, tape players, CD players, MP3 players and televisions, and the like are not permitted unless they are personal units equipped with headphones.
- 4) Swimming is permitted only during designated hours, as posted at the pool. Swimming after dusk is prohibited by the Florida Department of Health. During the posted hours Patrons swim at your own risk while adhering to swimming pool rules.
- 5) Showers are required before entering the pools.
- 6) Glass containers are not permitted in the pool area.
- 7) Alcoholic beverages are not permitted in the pool area.
- 8) No jumping, pushing, running or other horseplay is allowed in the pool or on the pool deck area.
- 9) Hanging on the lane lines and interfering with the lap-swimming lane is prohibited.
- 10) 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.
- 11) Diving is strictly prohibited at all pools, with the exception of Swim Team competitions pre-approved by the Board of Directors.
- 12) Swimming Pool hours will be posted. Pool availability may be limited or rotated in order to facilitate maintenance of the facility. Depending upon usage, the pool may be closed for various periods of time to facilitate maintenance and to maintain health code regulations.
- 13) Any person swimming during non-posted swimming hours may be suspended from using the facility and possibly all the facilities.
- 14) Proper swim attire must be worn in the pool.
- 15) No chewing gum is permitted in the pool or on the pool deck area.
- 16) For the comfort of others, the changing of diapers or clothes is not allowed at pool side.
- 17) No one shall pollute the pool. Anyone who does pollute the pool is liable for any costs incurred in treating and reopening the pool.
- 18) Remote controlled water craft are not allowed in the pool area.

- 19) Pool entrances must be kept clear at all times.
- 20) No swinging on ladders, fences, or railings is allowed.
- 21) Pool furniture is not to be removed from the pool area.
- 22) Loud, profane, or abusive language is absolutely prohibited.
- 23) No physical or verbal abuse will be tolerated.
- 24) Chemicals used in the pool may affect certain hair or fabric colors. The HOA is not responsible for these effects.
- 25) Pets, (with the exception of service animals), bicycles, skateboards, roller blades, and scooters are not permitted on the pool deck area inside the pool gates at any time.
- 26) The Amenity Staff reserves the right to authorize all programs and activities, with regard to the number of guest participants, equipment, supplies, usage, etc., conducted at the pool, including Swim Lessons, Aquatic/Recreational Programs and Home Owner's Association Sponsored Events.

FECES POLICY FOR ALL SWIMMING AND WADING POOLS

- 1) If contamination occurs, the affected pool will be fenced off and closed for twenty four (24) hours per the Florida Department of Health guidelines. The water will be shocked with chlorine to kill the bacteria.
- 2) Parents should take their children to the restroom before entering the pool.
- 3) 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.

AQUATIC TOY AND RECREATIONAL FLOATATION DEVICE POLICY

- 1) Aquatic toys and equipment are not permitted in the pool. Prohibited items include, but are not limited to, rafts, kickboards, inner tubes, scuba gear, swim fins, balls, Frisbees, inflatable objects, or other similar water play items.
- 2) Exceptions are Coast Guard approved personal floatation devices, kickboards for lap swimming/swim classes, masks, goggles, water wings, and water toys for organized special events.
- 3) Amenity Management Staff has the final say regarding the use of any and all recreational floatation devices at all pools.

FITNESS CENTER POLICIES

- 1) All Patrons using the Fitness Center are expected to conduct themselves in a responsible, courteous and safe manner in compliance with all policies and rules of the HOA governing the amenity facilities. Disregard or violation of the HOA policies and rules and misuse or destruction of the Fitness Center equipment may result in the suspension or termination of usage privileges. The HOA may pursue further legal action and restitution in regards to destruction of Amenity Facility property or equipment.
- 2) **Please note the Fitness Center is an unattended facility. Persons using the facility do so at their own risk. Staff is not present to provide Personal Training or Exercise Consultation to Patrons. Persons interested in using the Fitness Center are encouraged to consult with a physician prior to commencing a fitness program.**

- 3) **Hours:** The Fitness Center is open for use by residents during normal operating hours to be established and posted by the HOA.
- 4) **Emergencies:** Call 911 if immediate medical attention is necessary. All emergencies and injuries must be reported to the Amenity Staff as well as the HOA Manager at (813) 933-5571.
- 5) **Eligible Users:** Residents sixteen (16) years of age and older are permitted to use the Fitness Center during designated operating hours. Residents fourteen (14) and fifteen (15) years of age that have a valid access card are permitted to use the Fitness Center during designated operating hours if accompanied by a parent with a valid access card. No one under the specified ages is allowed in the Fitness Center at any time. Patrons must provide proof of age if requested by Staff to use the Fitness Center
- 6) **Children's Room:** Residents are responsible for their children when bringing them into the children's room. Children must be residents, NO guests allowed. No food and drink are allowed in the children's room. No horseplay will be allowed. Residents assume all responsibility for their children. Children are not allowed in the Fitness Center.
- 7) **Guest Policy:** No Guests are allowed in the Fitness Center at any time. Residents may bring a trainer to the Fitness Center for personal training sessions only. Personal trainers must be preapproved by the Amenities Manager.
- 8) **Food and Beverage:** Food (including chewing gum) is not permitted within the Fitness Center. Water is permitted in the Fitness Center if contained in non-breakable containers with screw top or sealed lids. Alcoholic beverages are not permitted.
- 9) **Proper Attire:** Appropriate clothing and athletic footwear (covering the entire foot) must be worn at all times in the Fitness Center. Appropriate clothing includes t-shirts, tank tops, athletic shorts (no jeans), and/or sweat suits (no swimsuits).
- 10) **General Policies:**
 - a) Each individual is responsible for wiping off fitness equipment after use.
 - b) Use of personal trainers is not permitted in the Fitness Centers unless preapproved by the HOA.
 - c) Hand chalk is not permitted to be used in the Fitness Center.
 - d) Radios, tape players and CD players are not permitted unless they are personal units equipped with headphones.
 - e) Weights or other fitness equipment may not be removed from the Fitness Center.
 - f) Please limit use of cardiovascular equipment to thirty (30) minutes and step aside between multiple sets on weight equipment if other persons are waiting.
 - g) Please replace weights to their proper location after use.
 - h) Free weights are not to be dropped and should be placed only on the floor or on equipment made specifically for storage of the weights.
 - i) Any fitness program operated, established, and run by Amenity Staff may have priority over other users of the Fitness Center.

POLICIES FOR ALL PARKS AND PLAYGROUNDS

- 1) Parks and playgrounds are available on a first come first serve basis, no reservations are permitted.

- 2) Parks and playgrounds are for recreational use only by residents and guests. Organized assemblies are not permitted.
- 3) Guests must be accompanied by residents in accordance with the HOA guest policies.
- 4) Children under the age of eight (8) must be accompanied by an adult resident.
- 5) No grills of any kind are permitted.
- 6) The use of fireworks is prohibited.
- 7) No roughhousing at the parks and playgrounds.
- 8) Persons using the parks and playgrounds must clean up all food, beverages and miscellaneous trash brought to the playground. Glass containers are prohibited.
- 9) The use of profanity or disruptive behavior is absolutely prohibited.
- 10) Alcoholic beverages are not permitted on the parks or playgrounds.
- 11) Inflatable equipment, such a bounce houses, is not permitted at the parks or playgrounds.
- 12) Parks and playgrounds hours are as posted. If not posted then hours are from dawn to dusk, Monday thru Sunday.

DOG PARK AT FISHHAWK RANCH WEST POLICIES

Hours:

September and October:	Open 7:00 AM	Close 7:00 PM
November through February:	Open 7:00 AM	Close 5:30 PM
March and April:	Open 7:00 AM	Close 7:00 PM
May through August:	Open 7:00 AM	Close 8:30 PM

- 1) Park is unattended. Use at your own risk.
- 2) Park Hours are Dawn-Dusk and mirror the pool hours.
- 3) Residents must have their assigned Facility Access Card to enter the Dog Park.
- 4) Only residents with a FishHawk Ranch West Access Card are permitted to bring their own dog to the Dog Park. Up to 4 guests are allowed without dogs. Dogs that have been declared dangerous or aggressive are prohibited.
- 5) All residents must have proof of their dog's current rabies vaccination and license.
- 6) Children must be at least 6 years of age and accompanied by a parent or residents to enter the Dog Park. Children 6-13 years of age must be accompanied by an adult and must have a dog to enter the park area. Strollers are not allowed in the park.
- 7) Puppies under four months old are not permitted in the park.
- 8) Only dogs less than 40 lbs. in small dog park.
- 9) Limit two (2) dogs per resident per visit. Guests may not bring dogs into the Dog Park.
- 10) Dogs in heat are not allowed.
- 11) Residents must pick up after their dog and dispose of feces properly.
- 12) Dogs are not to be permitted to dig within the Dog Park. Any holes must be filled by residents.
- 13) Dogs must be on a leash when entering and exiting the Dog Park. Residents must carry a leash for each dog while inside the dog area and the dogs must be under voice command at all times.
- 14) Dogs are required to wear a basic flat buckle collar or harness with identification tags at all times. No spiked or pronged dog collars are allowed.
- 15) Animals other than dogs are not allowed.

- 16) Leaving dogs unattended is prohibited. All residents must remain in the park with their dog at all times.
- 17) Dogs that bark persistently, are a nuisance, are annoying or provoking other dogs or persons must leave the Dog Park area.
- 18) Climbing on or over the fence is not permitted as well as dogs jumping from one side to the other inside the dog park.
- 19) No smoking, food (dog or human), or raw hides allowed in the Dog Park. Residents must use caution when bringing dog toys to the park since fights could erupt.
- 20) No alcoholic beverages or glass containers are allowed in the park.
- 21) The HOA staff has the authority to close the park or sections of the park for any reason including maintenance, mowing, weather related problems, special events, or for the public's safety and/or health.

FISHHAWK RANCH WEST GAME ROOM POLICIES

- 1) All residents must have their assigned Facility Access Card to enter the Game Room.
- 2) All residents must present their assigned Facility Access Card to the staff person on duty in order to check out game room equipment including but not limited to ping pong paddles and balls, and billiard balls.
- 3) Usage of each game is limited to a maximum amount of time of one (1) hour of play per game.
- 4) No one under the age of 14 is allowed in the game room without a resident 18 years or older with a valid Access Card.
- 5) The Guest Policy is as follows—Residents sixteen (16) and seventeen (17) years of age are only permitted to bring one (1) Guest each. That Guest must be sixteen (16) years of age or older and have proper identification to verify age when being accompanied by a residents sixteen (16) and seventeen (17) years of age. A Family, as defined in these policies is limited to a maximum of four (4) total Guests. One of the Family members present must be eighteen (18) years of age or older in order to bring up to four (4) total Guests.
- 6) No food or drinks allowed in the Game Room.
- 7) No running.
- 8) No horseplay.
- 9) No wet bathing suits or towels.
- 10) Any violation of these rules could result in expulsion from the Game Room for a minimum of one day.

FISHHAWK RANCH WEST TREE HOUSE POLICIES

- 1) All residents must have their assigned Facility Access Card to enter the Tree House.
- 2) All residents must present their assigned Facility Access Card to the staff person on duty in order to use the Tree House.
- 3) No one under the age of 12 is allowed to use the Tree House without a resident 18 years or older.
- 4) No food or drinks allowed in Tree House.

- 5) No running or horseplay.
- 6) No wet bathing suits or towels.
- 7) Guest Policy is the same as the Pool and Game Room. Any violation of these rules could result in expulsion from the Tree House for a minimum of one day.

NATURAL BUFFER AREAS POLICY STATEMENT

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

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

Trees, within or immediately adjacent to these areas, that have died and appear to pose a threat of falling and damaging an abutting property owner's property may be addressed by the abutting property owner after securing permission to remedy the situation from the HOA and all required permits from all authorities having jurisdiction including Hillsborough County, and SWFWMD. Such abutting property owner must initially contact the CDD for permission to address the removal or remediation of the threatening situation and shall then be responsible for any needed permitting or review by Hillsborough County, and SWFWMD. Permitted trimming and/or removal, where warranted, shall be done at the expense of the abutting property owner. The goal is to minimize disturbance to these areas.

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