



Rizzetta & Company

Waterset Central Community Development District

**Board of Supervisors'
Special Meeting
June 05, 2018**

**District Office:
9428 Camden Field Parkway
Riverview, Florida 33578
813.533.2950**

www.watersetcentralcdd.org

WATERSET CENTRAL COMMUNITY DEVELOPMENT DISTRICT AGENDA June 05, 2018 at 9:00 AM

Office of Rizzetta & Company
9428 Camden Field Parkway
Riverview, FL 33578

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| District Board of Supervisors | Rob Bosarge Aaron Baker Maja Barnat Lynda McMorrow Pete Williams | Chairman Vice Chairman Assistant Secretary Assistant Secretary Assistant Secretary |
| District Manager | Joseph Roethke | Rizzetta & Company, Inc. |
| District Counsel | Erin McCormick | Erin McCormick Law, PA |
| District Engineer | Jamie Scarola | Scarola Associates |

All cellular phones and pagers must be turned off while in the meeting room.

The District Agenda is comprised of five different sections:

The meeting will begin promptly at **9:00 AM** with the first section which is called **Audience Comments**. The Audience Comment portion of the agenda is where individuals may comment on matters that concern the District. Each individual is limited to three (3) minutes for such comment. The Board of Supervisors or Staff is not obligated to provide a response until sufficient time for research or action is warranted. **IF THE COMMENT CONCERNS A MAINTENANCE RELATED ITEM, THE ITEM WILL NEED TO BE ADDRESSED BY THE DISTRICT MANAGER OUTSIDE THE CONTEXT OF THIS MEETING.** The second section is called **Staff Reports**. This section allows the District Manager, Engineer, and Attorney to update the Board of Supervisors on any pending issues that are being researched for Board action. The third section is called **Business Administration**. The Business Administration section contains items that require the review and approval of the District Board of Supervisors as a normal course of business. The fourth section is called **Business Items**. The Business Items section contains items for approval by the District Board of Supervisors that may require discussion, motion and votes on an item-by-item basis. Occasionally, certain items for decision within this section are required by Florida Statute to be held as a Public Hearing. During the Public Hearing portion of the agenda item, each member of the public will be permitted to provide one comment on the issue, prior to the Board of Supervisors' discussion, motion and vote. Agendas can be reviewed by contacting the Manager's office at (813)533-2950 at least seven days in advance of the scheduled meeting. Requests to place items on the agenda must be submitted in writing with an explanation to the District Manager at least fourteen (14) days prior to the date of the meeting. The final section is called **Supervisor Requests**. This is the section in which the Supervisors may request Staff to prepare certain items in an effort to meet residential needs.

Public workshops sessions may be advertised and held in an effort to provide informational services. These sessions allow staff or consultants to discuss a policy or business matter in a more informal manner and allow for lengthy presentations prior to scheduling the item for approval. Typically no motions or votes are made during these sessions.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting is asked to advise the District Office at (813)533-2950, at least 48 hours before the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 7-1-1, who can aid you in contacting the District Office.

Any person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that this same person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which the appeal is to be based.

**WATERSET CENTRAL COMMUNITY DEVELOPMENT DISTRICT
DISTRICT OFFICE • 9428 CAMDEN FIELD PARKWAY • RIVERVIEW, FL 33578**

**Board of Supervisors
Wataset Central Community
Development District**

June 4, 2018

AGENDA

Dear Board Members:

The Special meeting of the Board of Supervisors of the Wataset Central Community Development District will be held on **Tuesday, June 5, 2018 at 9:00 AM** at the offices of Rizzetta & Company, located at 9428 Camden Field Parkway, Riverview, Florida 33578. The following is the agenda for this meeting:

- 1. CALL TO ORDER**
- 2. AUDIENCE COMMENTS**
- 3. BUSINESS ADMINISTRATION**
- 4. BUSINESS ITEMS**
5. A. Consideration of Policies for Amenity Facilities.....Tab 1
B. Consideration of CDD Staffing Contract.....Tab 2
 1. Consideration of Recommended Initial
Operating Hours for Slide.....Tab 3
- 6. STAFF REPORTS**
 - A. District Counsel
 - B. District Engineer
 - C. District Manager
- 7. SUPERVISOR REQUESTS**
- 8. ADJOURNMENT**

We look forward to seeing you at the meeting. In the meantime, if you have any questions please do not hesitate to call us at (813)533-2950.

Sincerely,

Joseph Roethke

Joseph Roethke
District Manager

Tab 1

**WATERSET CENTRAL
COMMUNITY DEVELOPMENT DISTRICT**

**POLICIES FOR ALL
AMENITY FACILITIES**

ADOPTED JUNE 5, 2018

**The Waterset Club
7281 Paradiso Dr
Apollo Beach, FL 33572**

TABLE OF CONTENTS

| | |
|--|-----------|
| DEFINITIONS | 3 |
| FACILITY ACCESS CARDS..... | 4 |
| GUARDIAN ACCESS CARDS..... | 4 |
| RENTER’S PRIVILEGES | 5 |
| GUEST POLICY | 5 |
| LOSS OR DESTRUCTION OF PROPERTY OR INSTANCES OF PERSONAL INJURY | 6 |
| INDEMNIFICATION | 6 |
| SUSPENSION AND TERMINATION OF ADULT PRIVILEGES..... | 7 |
| SUSPENSION AND TERMINATION OF MINOR PRIVILEGES | 9 |
| GENERAL FACILITY PROVISIONS..... | 10 |
| GENERAL AMENITY FACILITY USAGE POLICY | 12 |
| INSTRUCTOR USE OF DISTRICT PROPERTY | 13 |
| GENERAL RULES FOR SWIMMING POOL..... | 13 |
| SLIDE RULES | 14 |
| FECES POLICY FOR ALL SWIMMING AND WADING POOLS..... | 15 |
| ADA CHAIR LIFT USAGE POLICY | 15 |
| AQUATIC TOY AND RECREATIONAL FLOATATION DEVICE POLICY | 15 |
| FITNESS CENTERS POLICIES..... | 16 |
| FITNESS CENTER POLICIES APPLICABLE TO PERSONAL TRAINERS..... | 17 |
| BASKETBALL COURT FACILITY POLICIES | 17 |
| PICKLEBALL AND TENNIS COURT POLICIES..... | 18 |
| GAME ROOM POLICIES | 18 |
| FISHING AND POND POLICIES | 19 |
| POLICIES FOR ALL PARKS AND PLAYGROUNDS | 20 |
| NATURAL BUFFER AREAS POLICY STATEMENT | 21 |
| POLICY ADOPTION PROCESS SUMMARY..... | 22 |

DEFINITIONS

“Amenity Facilities” – shall mean the properties and areas owned by the District and intended for recreational use together with their appurtenant facilities and areas. These areas include but are not limited to: The Landing, Pool, Dog Park, Parks, Playground, Fitness Center and Pavilion.

“Amenity Facilities Policies” or “Policies” – shall mean all Amenity Facilities Policies of Waterset Central Community Development District, as amended from time to time.

“Amenity Manager” – shall mean the management company, including its employees, staff and agents, contracted by the District to manage Amenity Facilities within the District.

“Annual User Fee” – shall mean the fee established by the District for any person that is not a member and wishes to become a Non-Resident Member. The amount of the Annual User Fee is set forth herein, and that amount is subject to change based on Board action.

“Board of Supervisors” or “Board” – shall mean the Waterset Central Community Development District, Board of Supervisors.

“Clubhouse Facilities” – shall mean The Landing (excludes: Fitness Center, Pool and Pavilion).

“District” – shall mean the Waterset Central Community Development District.

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

“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 Patron to participate in the use of the Amenity Facilities.

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

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

“Patron” or “Patrons” – shall mean Residents, Non-Resident Members, and Renters; who are 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.

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

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

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

FACILITY ACCESS CARDS

One (1) Facility Access Card will be issued to all members of each Resident’s Family and Non-Resident Members; 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 District residence or an executed Non-Resident Member Application paid in full. 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, Non-Resident Member 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. 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) Residents who rent out or lease out their residential unit(s) in the District shall have the right to designate the Renter of their residential unit(s) as the beneficial users of the Resident's membership privileges for purposes of Amenity Facilities use.
- 2) In order for the Renter to be entitled to use the Amenity Facilities, the Renter must acquire a membership with respect to the residence which is being rented or leased. The Renter will need to get the Assignment of Rights and Privileges Form from The Landing 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 District. Resident owners are responsible for the department of their respective Renter.
- 5) Renters shall be subject to such other rules and regulations as the District may adopt from time to time.

GUEST POLICY

- 1) **Pool** – Patrons 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 policies is limited to a maximum of four (4) total Guests. Infants, one year old and younger, do not count against the maximum for 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.
- 2) **Fitness Center** – No Guests are allowed in the Fitness Center at anytime. Patrons may bring a preapproved trainer to the Fitness Center for a personal training session only.
- 3) Patrons ages fourteen (14) years of age and older are permitted to bring one (1) Guest to all other amenities except the pools, and Fitness Centers. That Guest must be fourteen (14) years of age or older and have proper identification to verify age when being accompanied by a Patron fourteen (14) years of age or older.
- 4) Guests must be accompanied by a Patron when using any amenity facility. Patron will be responsible for any damages caused by Guests while using facilities.

LOSS OR DESTRUCTION OF PROPERTY OR INSTANCES OF PERSONAL INJURY

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

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

Any Patron, guest or other person who, in any manner, makes use of or accepts the use of any apparatus, appliance, facility, privilege or service whatsoever owned, leased or operated by the District or its contractors, or who engages in any contest, game, function, exercise, competition or other activity operated, organized, arranged or sponsored by the District, either on or off the Amenity Facilities' premises, shall do so at his or her own risk, and shall hold the Amenity Facility, the District, the Board of Supervisors, District employees, District representatives, District contractors, District agents, harmless for any and all loss, cost, claim, injury damage or liability sustained or incurred by him or her, resulting there from and/or from any act of omission of the District, or their respective operators, Supervisors, employees, representatives, contractors, or agents. Any Patron shall have, owe, and perform the same obligation to the District and their respective operators, Supervisors, employees, representative, contractors, and agents hereunder in respect to any loss, cost, claim, injury, damage or liability sustained or incurred by any guest or family member of such Patron.

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

INDEMNIFICATION

Each organization, group or individual reserving the use of an Amenity Facility (or any part thereof) agrees to indemnify and hold harmless the District, the owners of the Amenity Facility and the owner's officers, agents and employees from any and all liability, claims, actions, suits

or demands by any person, corporation or other entity, for injuries, death, property damage of any nature, arising out of, or in connection with, the use of the District.

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

The District and its agent, employees and officers shall not be liable for, and the Resident or Non-Resident 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 District’s lands, premises and/or facilities.

SUSPENSION AND TERMINATION OF ADULT PRIVILEGES

- 1) Privileges at the amenity facilities can be subject to suspension or termination by the Board of Supervisors if a Patron:
 - a) Submits false information on the application for an access 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 Patron’s privileges to use any or all the amenity facilities when such action is necessary to protect the health, safety and welfare of other Patrons and their guests, or to protect the District’s facilities from damage.
- 3) The District shall follow the process below in regards to Suspension or Termination of an Adult Patrons privileges:
 - a) *First Offense* - A First Offense Violation will result in written notice & explanation of the violation being given to Patron and a copy of such notice being filed in The Landing.
 - 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 Patron 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 Supervisors Meeting. At the Board meeting, a record of all previous offenses will be presented to the Board for recommendation of termination of Patrons privileges for one (1) calendar year (or some shorter amount of time at the Board’s discretion). Written notice will be given to Patron as to the Board of Supervisors decision.

- 4) **IMMEDIATE SUSPENSION & REMOVAL:** The Board Chair, District Manager, Community Director, have the exclusive right, authority and discretion to suspend any Adult Patron for the use of profanity and failure to follow staff direction for a period of no less than seven (7) days. An incident report will be generated and a copy of such notice will be filed in The Landing. Upon issue of an immediate suspension, should patron continue to act or perform in an inappropriate manner/behavior, that Adult Patron shall forfeit all amenity privileges until the next Board of Supervisors meeting. Furthermore, District Staff will recommend termination of Adult Patron's privileges for a period of six (6) months.
- 5) Notwithstanding the foregoing, if at any time an Adult Patron is arrested for an act committed, or allegedly committed, while at any District Facility, that Adult Patron shall have all amenity privileges suspended until the next Board of Supervisors meeting. At the Board meeting, the Board will be presented with the facts surrounding the arrest and a recommendation of termination of Adult Patron's privileges for up to one (1) calendar year (or some shorter amount of time at the Board's discretion). Written notice will be given to Adult Patron as to the Board of Supervisors decision.
- 6) Utilizing the facilities during the suspension period will result in a trespassing citation issued by 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.
- 7) **Suspension Effective Date**
 - a) The Effective Date for amenity privilege suspension will be from the date of the written notice of suspension.
 - b) Weekdays (Monday – Friday) and Weekends (Saturday – Sunday) will be calculated toward the total number of suspension days.
 - c) The Effective Date for the amenity privilege suspension will be stayed if the party subject to suspension files a notice of appeal of such suspension, in writing, to the District Management Office within 5 business days of the date of the written notice.
- 8) **Appeal Process – Adult Patrons**
 - a) Any person has the right to dispute and request an appeal to the District's Board of Supervisors.
 - b) A notice of appeal must be submitted in writing to the District Management Office within five (5) business days of the date of the written notice for placement on the next regularly scheduled District meeting agenda.
 - c) Such notice of appeal shall outline all facts and support documentation that constitutes the basis of appeal.
 - d) The District Management Office must be in receipt of such appeal no fewer than five (5) business days prior to the next regularly scheduled District meeting or such appeal will be heard at the next subsequent scheduled District meeting.
 - e) Any person appealing will be governed by the following procedures:
 - f) Appellant must be physically present or represented by counsel at meeting in which the appeal will be heard by the Board of Supervisors.
 - g) Failure of attendance will result in dismissal of appeal with no resubmission on future District agenda docket.

- h) Appellant's argument & basis for appeal will be limited to five (5) minutes per account unless otherwise expanded by the Board of Supervisors.
- i) The District Board of Supervisors and District Staff may question the appellant on any matter relevant to the appeal.
- j) The District Board of Supervisors and District 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 Supervisors supplementing the argument and basis for the appeal (if applicable).
- l) The District's Board of Supervisors reserves the right to grant or deny any appeal at their sole and absolute discretion.
- m) District 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 Landing.
- 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 District Facility, that minor shall have all amenity privileges suspended until the next Board of Supervisors meeting. At the Board meeting, the Board will be presented with the facts surrounding the arrest and a recommendation of termination of minor's privileges for up to one (1) 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 Supervisors 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 District Management Office within 5 business days of the date of the written notice.

- 6) **Appeal Process – Minor Patrons**
- a) Any minor has the right to dispute and request an appeal to the District’s Board of Supervisors.
 - b) A notice of appeal must be submitted in writing to the District Management Office within five (5) business days of the date of the written notice for placement on the next regularly scheduled District meeting agenda.
 - c) Such notice of appeal shall outline all facts and support documentation that constitutes the basis of appeal.
 - d) The District Management Office must be in receipt of such appeal no fewer than five (5) business days prior to the next regularly scheduled District meeting or such appeal will be heard at the next subsequent scheduled District meeting.
 - e) Any minor appealing will be governed by the following procedures:
 - 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 Supervisors.
 - g) Failure of attendance will result in dismissal of appeal with no resubmission on future District agenda docket.
 - h) Appellant’s argument & basis for appeal will be limited to five (5) minutes per account unless otherwise expanded by the Board of Supervisors.
 - i) The District Board of Supervisors and District Staff may question the appellant on any matter relevant to the appeal.
 - j) The District Board of Supervisors and District 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 Supervisors supplementing the argument and basis for the appeal (if applicable).
 - l) The District’s Board of Supervisors reserves the right to grant or deny any appeal at their sole and absolute discretion.
 - m) District 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. However, in order to change or modify rates or fees beyond the increases specifically allowed for by the District’s rules and regulations, the Board must hold a duly-noticed public hearing on said rates and fees.
- 2) All Patrons must have their assigned Facility Access 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 District. 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) 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. Overnight parking or use of parking lot when not using the Amenity Facilities is prohibited.
 - 7) Fireworks of any kind are not permitted anywhere on the Amenity Facilities or adjacent areas.
 - 8) Only District employees and staff are allowed in the service areas of the Amenity Facilities.
 - 9) The Board of Supervisors (as an entity) and the District Manager, the Amenity Manager and its staff shall have full authority to enforce these policies.
 - 10) Smoking or vaping is not permitted anywhere in the amenity facilities.
 - 11) Guests must be accompanied by a Patron while using the Amenities.
 - 12) Patrons must present their Facility Access Cards when requested by staff at any Amenity Facility.
 - 13) All Patrons must use their card for entrance to the Amenity Facility (excluding the Landing Café). 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 District or at any of the Amenities within District unless they are owned by the District.
 - 17) Skateboarding is not allowed on any District Amenity Facility Property, this includes but is not limited to: the amenity facilities, playground area, bridge areas, and sidewalks surrounding this area.
 - 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 District Manager, based on approval by the District's Board of Supervisors. 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 in any of the Amenity Facilities.
 - 21) The Amenity Manager may authorize programs and activities, including the number of participants, equipment and supplies usage, facility reservations, etc., at all Amenity Facilities, after consultation and approval by the Board of Supervisors of the District, and based upon usage and rental fees that have been established by the Board. The Amenity Manager may also authorize management-sponsored events and programs to better serve the Patrons, and to reserve any Amenity Facilities for said events (if the schedule

permits), after consultation and approval by the Board of Supervisors of the District. The Amenity Manager is responsible for collecting revenue for those services and programs provided, and remitting these revenues to the District, in accordance with the Agreement between the District and the Amenity Manager. This includes, but is not limited to, various athletic events and programs, and children's programs, social events, etc. If the Board of Supervisors of the District authorizes use of the Amenity Facilities by any independent contractor, vendor, or other third party who is providing programs or services, the Amenity Manager is responsible for collecting an attendance roster, and records showing the addresses of participants and the fees collected for such programs and remitting the appropriate revenues to the District.

- 22) There is no trespassing allowed in all designated wetland conservation and/or mitigation areas located on District 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 (with the exception of permanent grills at Lakeside amenity facility) unless at a District-approved special event where grilling is pre-approved by the Amenity Manager.

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 District governing the Amenity Facilities. Violation of the District's Policies and/or misuse or destruction of Amenity Facility equipment may result in the suspension or termination of District Amenity Facility privileges with respect to the offending Patron or Guest. The District may pursue further legal action and restitution in regards to destruction of Amenity Facility property or equipment.

- 1) **Hours:** The District Amenity Facilities are available for use by Patrons during normal operating hours to be established and posted by the District.
- 2) **Emergencies:** After contacting 911 if required, all emergencies and injuries must be reported to the office of the District Manager (813) 933-5571.

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

INSTRUCTOR USE OF DISTRICT PROPERTY

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

GENERAL RULES FOR SWIMMING POOL

The pool, pool deck, and slide areas 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.

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

Pool 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 area.
- 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 facilities.
- 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 pool.
- 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 pool deck.
- 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 or pool deck.
- 11) Diving is strictly prohibited at all pools, with the exception of Swim Team competitions pre-approved by the Board of Supervisors.
- 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 pool facility and/or all of the Amenity Facilities.
- 14) Proper swim attire must be worn in the pool. No denim or cotton shorts permitted.
- 15) No chewing gum is permitted in the pool or pool deck.
- 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 these areas 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 District 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.

SLIDE RULES

- 1) Riders must be at least 44" tall.
- 2) Weight limit for slides is 300 pounds.
- 3) Persons who are pregnant, have heart conditions or back problems should not ride the slides.
- 4) The slide is only available for use when attendants are present.
- 5) Staff has the authority to adjust slide operating times.
- 6) No guarantee is made to slide availability, slide may be closed due to low attendance, weather or other reasons without notice.
- 7) All riders must use the slide at their own risk.
- 8) Only one rider is allowed on the slide at one time, no multiple or chain riding.
- 9) Children are not permitted to ride down the slide with an adult.
- 10) All riders must be able to swim.
- 11) No life jackets, inflatables, mats or rafts are permitted on slides.
- 12) No jewelry, hair combs or shoes are permitted when using slides.

- 13) All patrons must obey instructions given by staff who have the authority to prevent any conditions which leads to unsafe operation of the slides.
- 14) Do not use the slides when under the influence of alcohol or impairing drugs.
- 15) No diving, running, standing, kneeling, rotating, tumbling or stopping on slides.
- 16) Riders must be seated, feet first. No traveling head first down the slide.
- 17) Keep all body parts within the slide.
- 18) Immediately swim away from the slide upon exit.
- 19) Proper swim attire must be worn. Swimwear with rivets, zippers or metal are not permitted as they can cause personal injury and damage to the slide.
- 20) Anyone observing violations of the Policies should bring it to the attention of staff.
- 21) Failure to abide by these rules may result in suspension of amenity privileges.
- 22) Staff has the ability to interpret and enforce these rules at their discretion to ensure the safety of Patrons.
- 23) CALL 911 IN CASE OF EMERGENCY

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.

ADA CHAIR LIFT USAGE POLICY

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

AQUATIC TOY AND RECREATIONAL 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 CENTERS POLICIES

- 1) All Patrons using the Fitness Centers are expected to conduct themselves in a responsible, courteous and safe manner in compliance with all policies and rules of the District governing the amenity facilities. Disregard or violation of the District's policies and rules and misuse or destruction of the Fitness Centers equipment may result in the suspension or termination of usage privileges. The District may pursue further legal action and restitution in regards to destruction of Amenity Facility property or equipment.
- 2) **Please note the Fitness Centers are unattended facilities. Persons using the facilities do so at their own risk. Staff is not present to provide Personal Training or Exercise Consultation to Patrons. Persons interested in using the Fitness Centers are encouraged to consult with a physician prior to commencing a fitness program.**
- 3) **Hours:** The Fitness Centers are open for use by Patrons during normal operating hours to be established and posted by the District.
- 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 District Manager at (813) 933-5571.
- 5) **Eligible Users:** Patrons sixteen (16) years of age and older are permitted to use the Fitness Centers during designated operating hours. No one under the age of sixteen (16) is allowed in the Fitness Centers at anytime. Patron must provide proof of age if requested by Staff to use the Fitness Centers.
- 6) **Guest Policy:** No Guests are allowed in the Fitness Centers at anytime. Patrons may bring a trainer to the Fitness Centers for personal training sessions only. Personal trainers must be preapproved by the Community Director.
- 7) **Food and Beverage:** Food (including chewing gum) is not permitted within the Fitness Centers. Water is permitted in the Fitness Centers if contained in non-breakable containers with screw top or sealed lids. Alcoholic beverages are not permitted.
- 8) **Proper Attire:** Appropriate clothing and athletic footwear (covering the entire foot) must be worn at all times in the Fitness Centers. Appropriate clothing includes t-shirts, tank tops, athletic shorts (no jeans), and/or sweat suits (no swimsuits).
- 9) **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 District.
 - c) Hand chalk is not permitted to be used in the Fitness Centers.
 - 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 Centers.
 - 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 Centers.

FITNESS CENTER POLICIES APPLICABLE TO PERSONAL TRAINERS

The following rules apply to all Personal Trainers regardless of whether the Personal Trainer is also a Patron. These rules apply in addition to general Fitness Center Policies.

- 1) A Patron who has a valid facility access card and is at least 16 years of age may bring an approved Personal Trainer to the fitness center to conduct one-on-one training.
- 2) Personal Trainers may not conduct classes with more than one Patron at a time.
- 3) No guests are permitted in the Fitness Center and a Personal Trainer may not bring a non-resident to the facility.
- 4) Personal Trainers must be pre-approved by the Community Director and must furnish proof of insurance and proper certification. Registration forms may be obtained from the Resident Services Office. Once approved, a Personal Trainer ID badge will be issued and must be worn while in the Fitness Center. The ID badge will include an expiration date that coincides with insurance expiration. In order to continue to provide personal training using District facilities, insurance and certification must be kept up to date.

BASKETBALL COURT FACILITY POLICIES

All Patrons and Guests using the Basketball Court Facility are expected to conduct themselves in a responsible, courteous and safe manner in compliance with all policies and rules of the District governing amenity facilities. Disregard or violation of the District's policies and rules and misuse or destruction of Facility equipment may result in the suspension or termination of Facility privileges. The District may pursue further legal action and restitution in regards to destruction of Amenity Facility property or equipment. Guests may use the Basketball Court Facility if accompanied by a Patron.

Please note that the Basketball Court Facility is an unattended Facility and persons using the Facility do so at their own risk. Persons interested in using this Facility are encouraged to consult with a physician prior to use.

- 1) **Hours:** The Basketball Court Facility is available for use by Patrons during normal operating hours which are posted. This Facility may not be reserved and are available on a first come first serve basis unless otherwise programmed by the District.
- 2) **Emergencies:** All emergencies and injuries must be reported to the Amenity Staff as well as the District Manager at (813) 933-5571.
- 3) **Proper Attire:** Proper basketball or athletic shoes and attire are required at all times while on the courts. Proper attire shall consist of athletic shoes, shirts, and shorts or athletic pants.
- 4) **General Policies:**
 - a) The Basketball Court Facility is for the play of Basketball only. Pets, roller blades, bikes, skates, skateboards, and scooters are prohibited at the Facility.
 - b) Beverages are permitted at the Basketball Facility if contained in non-breakable containers with screw top or sealed lids. No glass containers are permitted on the basketball courts.
 - c) Alcoholic beverages are not permitted on Basketball Courts.
 - d) Anyone under the age of fourteen (14) is not allowed to use the Basketball Court Facilities unless accompanied by an Adult Patron.

- e) The Basketball Courts are available on a first come, first serve basis. It is recommended that persons desiring to use the Basketball Court check with the Amenity Staff to verify availability in case they are reserved for programs or closed for maintenance. Use of the Basketball Court is limited to one (1) hour when others are waiting.
- f) Proper Basketball etiquette shall be adhered to at all times. The use of profanity or disruptive behavior is prohibited.
- g) Persons using the Basketball Court Facility must supply their own equipment.
- h) The courts and surrounding areas must be cleaned up by the Patron after use.
- i) Usage of the Basketball Court Facility by Guests, unless accompanied by a Patron, is strictly prohibited.
- j) The exclusive and reserved scheduled uses of the courts are limited to the community-based teams and programs schedule through the Amenity Staff.

PICKLEBALL AND TENNIS COURT POLICIES

All Patrons and Guests using the Waterset Club Pickleball and Tennis Facilities are expected to conduct themselves in a responsible, courteous and safe manner in compliance with all policies and rules of the District governing the amenity facilities. Disregard or violation of the District's policies and rules and misuse or destruction of Facility equipment may result in the suspension or termination of Facility privileges. The District may pursue further legal action and restitution in regards to destruction of Amenity Facility property or equipment. Guests may use the Facilities if accompanied by a Patron.

Facilities and persons using the facility do so at their own risk. Persons interested in using these Facilities are encouraged to consult with a physician prior to use.

- 1) **Hours:** The Pickleball and Tennis Facilities are available for use by Patrons from 7:00 am to 10:00 pm, Monday thru Sunday. Tennis Court lights are on a timer system. Timer cannot be set past 10:00pm.
- 2) **Emergencies:** All emergencies and injuries must be reported to the Amenity Staff as well as the District Manager at (813) 933-5571.
- 3) **General Policies:**
 - a) Court use is limited to one (1) hour when other Patrons and/or Guests are waiting. Court use limit commences upon Patron and/or Guest arrival.
 - b) Usage is available on a first come first serve basis, unless otherwise programmed by the District.
 - c) Schedules of programs will be posted.
 - d) Proper attire is required.
 - e) Patrons and Guest must supply their own equipment.
 - f) Use of glass containers on the tennis court is not permitted.
 - g) The Tennis Club is for the play of tennis only. Pets and the use of roller blades, bikes, skates, skateboards and scooters are prohibited on the pickleball and tennis courts.

GAME ROOM POLICIES

- 1) Game Room hours mirror the interior operating hours of the Amenity Facility

- 2) All Patrons must have their assigned Facility Access Card to enter the Game Room.
- 3) All Patrons 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 game controller access, game controllers, and shuffle board pucks.
- 4) Usage of each game is limited to a maximum amount of time of one (1) hour of play per game.
- 5) No one under the age of fourteen (14) is allowed in the Game Room unless accompanied by a resident eighteen (18) years or older.
- 6) The Guest Policy is as follows – Patrons sixteen (16) and seventeen (17) years of age are permitted to bring one (1) Guest each. That Guest must be sixteen (16) years of age or older and have proper identification to verify age when being accompanied by a Patron 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.
- 7) No food or drinks allowed in the Game Room.
- 8) No running.
- 9) No horseplay.
- 10) No profanity.
- 11) No wet bathing suits or towels.
- 12) Any violation of these rules could result in expulsion from the Game Room for a minimum for one day.

FISHING AND POND POLICIES

Only Patrons and their Guests may fish from ponds located within the District. We ask that you respect your fellow landowners and access the ponds through the proper access points. The District operates under a catch and release policy for all fish caught in the ponds. The ponds serve as stormwater management purposes and are not to State Code for keeping or consuming your catch. The purpose of these bodies of water is to help facilitate the District's natural water system for stormwater runoff.

- 1) Fishing is only permitted from dawn until dusk in District owned ponds.
- 2) The District operates under a catch and release policy. Removal of fish for personal keep or consumption is not authorized.
- 3) Spear fishing or the use of Spear Guns, Bow & Arrows, and Firearms are not permitted as acceptable methods to fish.
- 4) Cast Netting is prohibited.
- 5) Removal of hooks and lures from fish should be performed in a manner that gives the fish the best chance of survival. De-Hookers or needle-nose pliers need to be carried by authorized users at all times.
- 6) Circle Hooks are recommended for all live bait fishing.
- 7) In events when dangerous wildlife is "caught" by hook or lure, the line(s) should be cut at a safe distance so as to avoid possible bodily injury and harm.
- 8) The use of traps is strictly prohibited.
- 9) The use of profanity or disruptive behavior will not be tolerated.

- 10) All trash or debris must be disposed of in the appropriate receptacles. The philosophy of “If you bring it with you, you must take it with you when you leave” is employed.
- 11) Fish are not to be moved from one pond to another.
- 12) Authorized Users are not allowed to introduce or stock any of the lakes or ponds.
- 13) Authorized Users will be responsible to obtain any permits or licenses that may be required under Florida Law to legally fish. Any monetary penalties or fees incurred by the District as a result of user’s failure to acquire such required permits or licenses will be the liability of the individual determined to be in violation.
- 14) **General Polices:**
 - a) Swimming is prohibited in all ponds on District property.
 - b) No watercrafts of any kind are allowed in any of the ponds on District property.
 - c) Parking along the county right of way or on any grassed area near the ponds is prohibited. It is recommended that residents wishing to fish in the ponds walk or ride bicycles.
 - d) Continued violation of this policy will result in the immediate reporting to local law enforcement authorities.
 - e) There is a 20-foot District owned buffer surrounding each pond, residents may fish in the 20-foot buffer during the hours of dawn to dusk. Please be respectful of adjacent resident homes.
 - f) Homeowners whose lot abuts the pond are responsible for mowing, weeding and trash removal to the water’s edge.

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 Patrons and Guests. Organized assemblies are not permitted without approval of the Amenity Manager.
- 3) Guests must be accompanied by Patrons in accordance with the Districts guest policies.
- 4) Children under the age of eight (8) must be accompanied by an adult Patron.
- 5) No grills of any kind are permitted, with the exception of the permanent grills at the Lakeside amenity.
- 6) Lakeside amenity grills must be cleaned after each use, with coals removed and disposed of in the proper container, and grates scrubbed and cleaned.
- 7) The use of fireworks is prohibited.
- 8) No roughhousing at the parks and playgrounds.
- 9) Persons using the parks and playgrounds must clean up all food, beverages and miscellaneous trash brought to the playground. Glass containers are prohibited.
- 10) The use of profanity or disruptive behavior is absolutely prohibited.
- 11) Alcoholic beverages are not permitted on the parks or playgrounds.
- 12) Inflatable equipment, such a bounce houses, is not permitted at the parks or playgrounds.
- 13) Parks and playgrounds hours are as posted. If not posted then hours are from dawn to dusk, Monday thru Sunday.

NATURAL BUFFER AREAS POLICY STATEMENT

The following is the policy statement of the District as it regards the natural tree protection, wetland and upland buffer areas that are scattered in large numbers throughout the Community. The policy statement is consistent with the policies of other governments including 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 CDD 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.

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

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POLICY ADOPTION PROCESS SUMMARY

The Policies for all Amenity Facilities were originally adopted at a publicly noticed meeting by the Board of Supervisors for the Wasset Central Community Development District on June 5th, 2018.

Attest:

**WATERSET CENTRAL COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairman/Vice Chairman

Tab 2

WATERSET CENTRAL COMMUNITY DEVELOPMENT DISTRICT

AMENITY FACILITIES MANAGEMENT AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of June, 2018, by and between:

WATERSET CENTRAL COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, being situated in Hillsborough County, Florida, and having offices at 9428 Camden Field Parkway, Riverview, Florida 33578 (the "District"), and

CASTLE MANAGEMENT, LLC, a Florida limited liability company, having its principal address at 12770 S.W. 3rd Street, Suite 200, Plantation, FL 33325 ("Contractor").

RECITALS

WHEREAS, the District is the owner of amenity facilities that include two swimming pools, (a junior Olympic lap pool and a second pool with water slides), a clubhouse with a gathering room, kitchen, fitness center, game room and lounge with televisions, tennis courts, basketball courts, pickleball courts, volleyball courts, a playground, sports fields and a trail system (Comment: I am assuming all of these facilities be part of this Agreement, but please advise if not.) (collectively, the "Amenity Facilities"), said Amenity Facilities being located within the boundaries of the Waterset Central Community Development District in Tampa, Hillsborough, Florida; and

WHEREAS, the District intends to provide for the operation and management of Amenity Facilities; and

WHEREAS, Contractor has a background in the operation and management of recreational and amenity facilities and is willing to provide such operation and management services to the District in accordance with this Agreement; and

WHEREAS, the District desires to enter into a contractual relationship with Contractor by entering into this Agreement with Contractor to operate and manage the Amenity Facilities and to provide other services as described in this Agreement.

NOW THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which is hereby acknowledged, the District and Contractor agree as follows:

1. INCORPORATION OF RECITALS AND EXHIBITS. The recitals stated above and the Exhibits attached hereto, are true and correct and by this reference are incorporated by reference as a material part of this Agreement.

2. ENGAGEMENT OF SERVICES

A. The District agrees to utilize Contractor to provide operation and management

services in accord with the terms of this Agreement.

- B. Term. The District agrees to pay Contractor for its services for the period between June ____, 2018 through _____, 2019, (the “Initial Term”), in accordance with the terms and conditions contained in this Agreement. After the Initial Term, this Agreement may be extended for terms of one year upon the mutual consent of the parties.

- C. Services. (1) Contractor shall perform all normal duties associated with maintaining the Amenity Facilities, to ensure their smooth operation and to help promote the safe enjoyment by residents and guests. (2) Contractor shall furnish Amenity Facilities management and administrative services as more particularly described in the Specifications attached hereto and incorporated herein as Exhibit A and Exhibits B-1 and B-2 (the “Services”) (Question: Do we want to include the same Exhibit B-1 that was used in the Agreement with Waterset North CDD?).

- D. Compensation. The amount payable to Contractor for Services provided pursuant to this Agreement and described in C(1) above shall be Ninety Four Thousand Five Hundred Forty-Three and 65/100th Dollars (\$94,543.65) per year (the “Yearly Contract Amount”). (Comment: I have included option 2 – 26 hours per week for 2 monitors the amount for the Water Slide Monitors - it looks like the hours for water slide monitoring vary throughout the year, if we go with the second option) The fee includes all costs and expenses, incurred by Contractor in connection with the management and operation of the Amenity Facilities, consistent with the terms of this Agreement. Approved Reimbursables, in addition to the Annual Contract Amount, shall be reimbursed at cost and are limited to (1) postage, envelopes, printing and copying for mass mailings and (2) other District-approved reimbursable expenses, unless otherwise specifically provided for herein. The District agrees to pay the Contractor, in advance on the first day of each month, approved reimbursables as set out above, by check, subject to receipt by the District of an invoice for the amounts payable, which must be received at least fifteen (15) days prior to the date payment is due. Contractor’s failure to submit an invoice will result in a delay in payment until such invoice is received and processed by the District. If the District and Contractor mutually consent to the extension of the Agreement from the Initial Term or a previous extension term, the parties agree the Annual Contract Amount for that extension term shall increase two and one-half percent (2.5%) per year.

- E. Access to Facility. This Agreement grants to Contractor the right to access the Amenity Facilities for those purposes and uses described in this Agreement, and Contractor hereby agrees to comply with all applicable federal, state, and local laws, ordinances, rules, and regulations, including but not limited to Florida’s Sunshine Law, the District Rules of Procedure, the District Amenity Facilities Rules and Policies, and the Waterset HOA Club Rules (the “Club Rules”) (Question – do HOA Club Rules currently exist for Waterset Central?), as amended and supplemented from time to time.

3. REVENUE AND TAX EXEMPT STATUS.

- A. Revenue for a Public Purpose. The parties agree that the Amenity Facilities shall be

operated and maintained for an exclusively public purpose, and that any monies generated from the operation of the Amenity Facilities shall be remitted to the District and used to defray the public expense associated with operating and maintaining the Amenity Facilities.

- B. Collection of Revenues. The Contractor shall maintain an accurate record of all Amenity Facilities, using an accounting system provided by the District, revenues received from the operation of the Amenity Facilities, the collection of Amenity Fees, in accordance with the District's Amenity Facilities Rules and Policies, and the collection of recreational and/or program fees and revenues (collectively the "Revenues"). The Contractor shall remit to the District the Revenues, and an accounting for the Revenues for a given month no later than fifteen (15) days after the end of the month. The Contractor will not have charge of the Revenues other than to collect the Revenues and remit them to the District under this Agreement, subject to the provisions of Section 4. of this Agreement. The Contractor shall carry commercial crime insurance in the amounts set forth in the Agreement to secure the performance by the Contractor of its powers and duties under this Agreement relating to the collection of the Revenues and handling of petty cash direct purchases under this Agreement.
- C. Tax-Exempt Status. The District agrees to pay any applicable ad valorem taxes. Provided, however, if the Contractor violates the terms of this agreement, resulting in ad valorem taxation of the Amenity Facilities, the Contractor shall be responsible for the payment of ad valorem taxes.

4. **RECREATION PROGRAMS AND ACTIVITIES.** With the District's prior approval, the Contractor may, through its own employees provide recreation programs and activities in accordance with the applicable rules and policies of the District.

The Contractor shall ensure that all Amenity fees charged to Patrons and Guests are consistent with the rates set forth in the District's Rules and Policies, as may be amended from time to time. The Contractor may: (1) directly collect such Amenity fees; or (2) with prior written notice to and consent of the District, allow subcontractors providing programming services to collect fees for specific programs. The Contractor shall remain responsible for the collection of all amenity fees, programming fees and other Revenues, and shall remit all Revenues to the District, in accordance with Section 3. of this Agreement, except that, with prior written notice to and consent of the District, and subject to the terms of an Independent Contractor Agreement, in the form approved by the District, a service provider providing programming services may collect and keep program revenues as compensation for the service provider's services.

5. **GENERAL CONDITIONS.**

- A. The cost of all equipment and supplies required by the Contractor to properly complete the services will be the responsibility of the District. It may be necessary for Contractor to purchase certain goods and services in connection with the performance of this Agreement. However, all such purchases in excess of five hundred dollars (\$500) shall be approved in advance by the District's Board of Supervisors (the "Board") (or by the District Manager and

Board Chair, if authorized by the Board to provide such approval), and shall be coordinated with the District Manager, and shall be fully consistent with the approved District Budget. Any extraordinary purchase not contemplated in the approved District budget shall be approved by the Board. Any goods, materials, or equipment purchased by Contractor in accordance herewith or on behalf of the District shall be owned by the District.

- B. In the event of an emergency, if feasible, the Contractor shall report such expenditure and the reason to the District Manager and the Chair or Vice Chair for approval prior to incurring costs that are the responsibility of the District. Such reimbursements shall be paid only in accord with receipts for such costs provided to the District by Contractor.
- C. If any capital improvements to the Amenity Facilities are needed in the future, Contractor shall make recommendations to the District Board of Supervisors for consideration. Such recommendations shall be delivered to the District Manager prior to presentation to the District Board of Supervisors. Contractor agrees to cooperate with and make recommendations to the District with respect to establishing and amending facility hours, policies and procedures, rules and regulations, and other matters of importance for the smooth operation of the Amenity Facilities.
- E. Contractor agrees that it shall be responsible for reporting to the District all readily observable or known problems with the Amenity Facilities, its appurtenant facilities and equipment.
- F. Contractor shall not make or enter into contracts, institute legal proceedings, or take any other steps in the name of the District without the express written consent of the District.

6. TERMINATION.

- A. Either party may terminate this Agreement for convenience by providing the other party with at least sixty (60) days written notice of said party's intent to terminate. The District shall pay, in accordance with the terms of this Agreement, the monies owed to Contractor for that period after termination of this Agreement when services were performed by Contractor, subject to any setoffs to which the District may be entitled. In the District's sole discretion, the District may terminate this Agreement without cause and demand Contractor immediately remove its personnel and property from the Amenity Facilities; however, if the District makes such a demand, the District shall pay Contractor the monies owed it, as if Contractor had continued to perform under this Agreement for thirty (30) days after the District's notice of the termination of this Agreement without cause. District may immediately terminate this Agreement, with no further obligation to pay Contractor for future services, if Contractor engages in any illegal or fraudulent activities.
- B. Upon termination of this Agreement, the Contractor shall, as soon as practicable, but in no event later than the effective date of termination, (i) turn over and deliver to District all records, documents, contracts, agreements,

plans, accounts, computer files or other documentation pertaining to the Amenity Facilities and this Agreement, (ii) deliver to District all cash, investments, receivables deposits. Contractor shall be entitled, at its expense, to retain copies of all books, records, etc. pertaining to this Agreement with the exception of any membership lists, address lists for members, owners or residents of the District, and the like, and (iii) vacate any portion of the Amenity Facilities accessed by Contractor as a result of this Agreement. Contractor agrees that it shall cooperate with District to effect an efficient and orderly transition of responsibility with respect to the management of the Amenity Facilities upon termination or expiration of this Agreement.

7. INSURANCE.

A. Contractor shall maintain, at its expense, throughout the term of this Agreement the following insurance, written by a company or companies licensed to do business in the State of Florida:

- (i) Worker's Compensation Insurance to cover full liability under the worker's compensation laws of the State of Florida.
- (ii) Commercial General Liability Insurance with limits of \$2,000,000 (two million dollars) aggregate, and \$1,000,000 (one million dollars) per occurrence applicable to bodily injury, sickness or death and \$2,000,000 (two million dollars) aggregate, and \$1,000,000 (one million dollars) per occurrence for loss or damage to property. Comprehensive General Liability Insurance shall include Premises/Operations; Contractual Liability; Personal Injury; Fire; Products/Completed Operations; Broad Form Property Damage; Cross Liability and Severability of Interest Clause; and Incidental Medical Malpractice.
- (iii) Employment Practices Liability Insurance with limits of \$1,000,000 (One Million Dollars).
- (iv) Professional Liability Insurance with limits of \$1,000,000 (One Million Dollars) per each occurrence.
- (v) Commercial Crime Insurance with limits of \$2,000,000 (Two Million Dollars) per each occurrence.
- (vi) Comprehensive Automobile Liability Insurance for all vehicles used by Contractor's staff, whether owned or hired, with a combined single limit of \$1,000,000 (One Million Dollars).
- (vii) Umbrella or Excess Liability Insurance, including: (1) a minimum of \$5,000,000.00 each occurrence, and aggregate and (2) providing follow-form coverage over the General Liability and Employment Practices Liability policies.

B. The District, its officers and employees shall be named as additional insureds

in all policies of insurance. Contractor shall furnish the District with the Certificates of Insurance evidencing compliance with this requirement. Each Certificate of Insurance shall acknowledge that particular policy(ies) of insurance shall not be amended, modified, terminated, or canceled without the insurer first having provided at least thirty (30) days written notice to Contractor.

- C. Insurance obtained by Contractor shall be primary and noncontributory with respect to the insurance listed above. All such policies shall be issued by insurance companies licensed to do business in the State of Florida.
- D. The District hereby agrees to maintain, at its expense, at all times and to provide evidence of the following coverages:
 - i. Commercial General Liability Insurance, including: (1) a minimum of \$1,000,000.00 per occurrence for bodily injury and property damage with no aggregate limit (2) a minimum of \$1,000,000.00 personal and advertising injury, (3) a minimum of \$1,000,000.00 products and completed operations.
- E. The District shall ensure that all future Agreements with the Landscape Maintenance vendor(s) for the District (and other mutually agreed upon vendors for the District) requires that the vendor name the Contractor, as well as the District, as an additional insured, and requires at least thirty (30) days prior written notice to the District and the Contractor of any cancellation or changes in the policy.

8. INDEMNIFICATION.

- A. Obligations under this section shall include the payment of all settlements, judgments, damages to property and for bodily injury, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.
- B. Contractor will indemnify, save and hold the District harmless and shall defend the District from all loss, damage, or injury, including all judgments, liens, liabilities, debts, and obligations, attorney's fees and associated court costs that the District may incur, become responsible for, or be caused to pay out arising out of or resulting from: (i) the negligent, reckless, or willful misconduct of the Contractor or omission of the Contractor, or its employees, representatives or agents and resulting in harm, damages, or losses of any kind; or (ii) the failure of the Contractor, its employees, representative, or agents to comply with any applicable laws, ordinances, rules, regulations, permits, licenses, certifications, consents, approvals, and requirements of all federal, state and local governments or any other body which is applicable to the Amenity Facilities; or (iii) the failure of the Contractor, its employees, representatives of agents to comply with the terms of this Agreement.

Contractor agrees that nothing in this Agreement shall serve as or be construed as a waiver of the District's limitations on liability contained in section 768.28, Florida Statutes or any other laws.

- C. The provisions set forth in this Section 7. shall survive the expiration or earlier termination of this Agreement. Notwithstanding anything herein contained to the contrary, the financial liability of any indemnifying party to the other shall be limited to the maximum payable under the terms of each respective parties' insurance policies.

9. BOOKS AND RECORDS; PUBLIC RECORDS.

- A. Upon request of the District, Contractor shall open for inspection and copying its records pertaining to the operation, maintenance and management of the Amenity Facilities during regular business hours.
- B. Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and shall be treated as such in accordance with Chapter 119, Florida Statutes, and any other applicable requirements of Florida law.
- C. Contractor shall provide the public with access to public records on the same term and conditions that the District would provide the records and any cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- D. If Contractor does not comply with a public records request, such failure to comply shall be consider a default under the terms of this Agreement and applicable law, and District shall enforce the Agreement accordingly.

10. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsibility for enforcing its rights under this agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

11. CARE OF PROPERTY. This Agreement grants to Contractor access to the Amenity Facilities for the purposes described in this Agreement. The Contractor shall (a) use all due care to protect the property of the District from damage; (b) promptly repair any damage or harm resulting from Contractor's activities and work; and (c) promptly provide a full written report as to all accidents or claims for damage occurring to the Amenity Facilities, including any damage

or destruction of the property, and shall cooperate and make any and all reports required by any insurance company or the District in connection therewith.

12. ENFORCEMENT OF AGREEMENT. In the event that either the District or Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

13. SOVEREIGN IMMUNITY. Nothing herein shall cause or be construed as a waiver of the District's immunity or limitations of liability granted pursuant to Section 768.28, Florida Statutes, or other law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

14. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the District and Contractor relating to the subject matter of this Agreement.

15. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and Contractor.

16. CONFLICTS. In the event of a direct conflict with respect to the terms and conditions contained in the main body of this Agreement and Exhibit A or Exhibit B, the conflict shall be resolved in favor the prevailing terms and conditions of the main body of the Agreement.

17. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and Contractor, both the District and Contractor have complied with all the requirements of law, and both the District and Contractor have full power and authority to comply with the terms and provisions of this instrument.

18. NOTICES. All notices, requests, consents and other communications under this Agreement ("Notices") shall be in writing and shall be delivered by U.S. Certified Mail, Return Receipt Requested, postage prepaid, or overnight delivery service, to the parties, as follows:

- A. If to Contractor: Castle Management, LLC
12270 S.W. 3rd Street, Suite 200
Plantation, Florida 33325
Attention: Craig Vaughan

- B. If to District: Waterset Central Community Development District
9428 Camden Field Parkway
Riverview, Florida 33578
Attention: District Manager

Except as otherwise provided in this Agreement, any Notice shall be deemed received only

upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for Contractor may deliver Notice on behalf of the District and Contractor. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

19. **THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the District and Contractor and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and Contractor any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and Contractor and their respective representatives, successors, and assigns.

20. **ADDITIONAL WORK.** Additional services may be provided under this Agreement with the prior written approval of the District Board or District Manager or pursuant to an addendum or amendment to this Agreement.

21. **ASSIGNMENT.** Neither the District nor Contractor may assign this Agreement or any monies to become due hereunder without the prior written approval of the other.

22. **CONTROLLING LAW; VENUE.** This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. Venue for purposes of any litigation arising out of this Agreement shall be Hillsborough County, Florida.

23. **EFFECTIVE DATE.** This Agreement shall be effective after execution by both the District and Contractor, and shall remain in effect unless terminated by either of the District or Contractor.

24. **SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

25. **NO CONSTRUCTION AGAINST DRAFTING PARTY.** Each party to this Agreement expressly recognizes that this Agreement results from a negotiation process in which each party was represented or had the opportunity to be represented by counsel, and contributed to the drafting of this Agreement. No legal or other presumptions against the party drafting this Agreement concerning its construction, interpretation or otherwise accrue to the benefit of any party to this Agreement, and each party expressly waives the right to assert such a presumption in any proceedings or disputes connected with, arising out of, or involving this Agreement.

26. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

27. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.

DRAFT

IN WITNESS WHEREOF, the parties execute this Agreement the day and year first written above.

Attest:

WATERSET CENTRAL COMMUNITY
DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

By: _____
Chair

Date: _____, 2018

CASTLE MANAGEMENT, LLC, a Florida
limited liability company

WITNESSES:

By: _____

Print name

Print Name, Title

Date: _____, 2018

Print Name

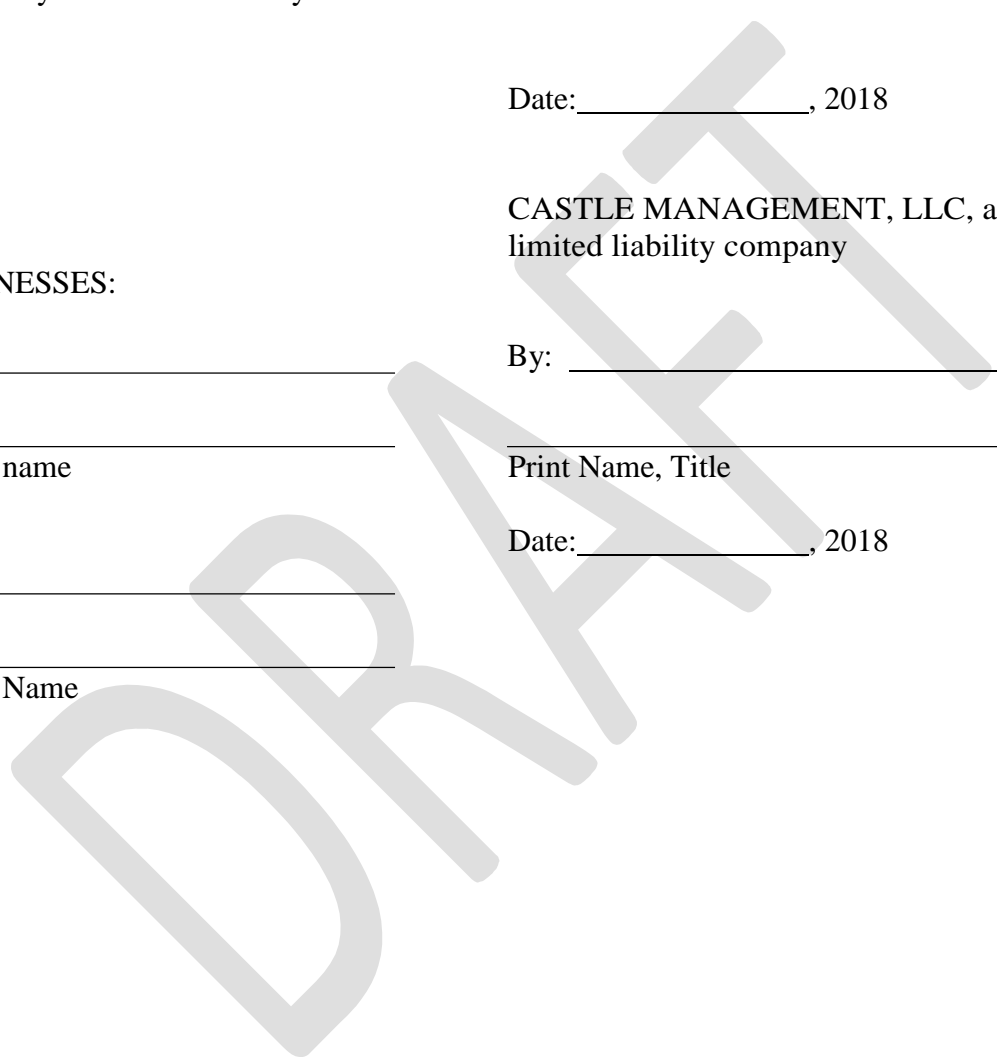


Exhibit A

Specifications

- A. The Contractor shall have the responsibilities of overseeing all recreation complex staff and outside maintenance services, interacting with other outside entities as needed, and providing a variety of programs and activities.
- B. Contractor shall serve the community in a professional manner, providing the residents the numerous benefits of a first-class operation of the Amenity Facilities. Included within the responsibility of the management is the occupation and oversight of the recreation facilities (securing and checking them, ordering and stocking supplies, responding to any necessary repairs, etc.). Contractor will also implement a Facility Maintenance Plan and Emergency Management Plan for the facilities, copies of which may be requested from the District Manager. An additional responsibility is the greeting of residents, guests and potential residents as they enter the Amenity Facilities, as well as monitoring the use and condition of the facilities throughout the day, and resolving any issues requiring attention on behalf of the residents.
- C. Contractor's management responsibility shall include professional interaction, coordination with and supervision of other outside entities and contractors, including but not limited to, janitorial maintenance, landscape maintenance, pool maintenance, aquatics management, and security services and shall further include the review of all invoices for services and goods provided by such third party contractors. Should extraordinary special services or repairs, including painting, be required, the Contractor and the Board shall approve, in advance, the scope and costs therefor and such costs shall be paid by the District. Finally, aspects such as budgeting, policy recommendations and enforcement, safety/security recommendations, and coordination and communication with the District Board of Supervisors and others shall be included.
- D. Contractor shall operate the Access Control Systems installed at the Amenity Facilities.
- E. Contractor shall attend, through its Community Director or an individual knowledgeable of the Amenity operations, the District's meetings (typically monthly) and be prepared to report to the District's Board of Supervisors regarding the general management of the Amenity Facilities, and provide written reports, as requested by the Board.
- F. Contractor shall maintain the cleanliness of the Amenity Facilities indoor space, including the fitness room and bathroom areas, and all outside facilities.
- G. Contractor shall keep all storage closets in neat and orderly condition and equipment and cleaning supplies shall be properly stored.
- H. Contractor shall maintain the Amenity Facilities, including but not limited to wiping down the pool furniture and fitness equipment as needed, straightening up the meeting room, offices, and fitness center, supplementing Janitorial Maintenance duties in between visits from the janitorial maintenance vendor.

- I. Contractor shall regularly check and test all safety equipment at the Amenity Facilities and secure and maintain adequate inventory for First Aid kits adequate to the size and operation of the Amenity Facilities.
- J. Contractor shall manage customer service complaints and inquiries, and coordinate regularly with the District Manager regarding same.
- K. Contractor shall coordinate meeting room rentals in accordance with the Club Rules and protocols, and maintain written records.
- L. Contractor shall assure that standard accounting procedures acceptable to the District are utilized in connection with the provision of services under this Agreement.
- M. In connection with the annual audit of the District, the Contractor shall provide access to any books and records of the Contractor relating to the services performed pursuant to this Agreement, and shall cooperate fully with the District Manager.
- N. Prior to the execution of this Agreement for the Initial Term, and prior to April 15th for each subsequent annual term, the Contractor shall assist the District in preparing an annual operating budget for the operation of the Facilities including an estimate of revenue and expenses, including all services described in Exhibit A for the upcoming Fiscal Year. At the request of the District, the Contractor will coordinate with District staff to update and make any necessary changes to the estimated annual operating budget, in anticipation of the District's final annual budget meeting and adoption.
- O. Contractor shall prepare and deliver all letters, reports and notices as reasonably requested by the District Board of Supervisors.

Exhibit B-1

Staff

- One (1) part time Community Director (8.0 hr/week)**(2 weeks' vacation/health insurance/6 personal days)*
- One (1) part time Lifestyle Assistant (12.5 hr/week)** (1 week vacation/health insurance/6 personal days)*
- One (1) part time Clubhouse Attendant (36.0 hr/week)** (1 week vacation/ 6 personal days)
- One (1) part time Maintenance Technician* (8hr/week)** (1 week vacation/health insurance/6 personal days)
- Two (2) part time Pool Attendants (26.0 hr/week each)** (1 week vacation/ /6 personal days)

****The Community Director is shared with Waterset Homeowner's Association and the Waterset North CDD. The Life Style Assistant and Maintenance Technician is shared with the Waterset North CDD. The District will be invoiced the pro-rata amount for the cost of providing the benefits set out above.***

Community Director and Lifestyle Assistant will be billed at salary cost plus 26%. All other positions will be billed at salary cost plus 36%. The 26%/36% carrying charge **includes** worker's compensation, 401K plan with matching under the safe harbor plan rules, federal taxes, social security, and unemployment insurance. The personnel charge may be increased as of the effective date of any increase in federal taxes, social security, unemployment insurance and workers compensation insurance rates as defined by NCCI.

The Management Agent provides a Group Health Insurance Plan for the full-time employees noted above. To the extent any employee listed above is a full-time employee of the Contractor (regardless of the number of hours they work pursuant to this agreement), the District will be invoiced for its pro-rata share of the portion of the health insurance premium (single person coverage) not paid directly by the employee. The cost of single person coverage at this time is three hundred and forty five dollars (\$345) per month. The amount adjusts on March 1 of each year, the anniversary date of the plan

The District recognizes that Contractor is engaged in the specialized and competitive property management and maintenance business and Contractor invests time and money in the hiring, training and development of its employees at all levels, which promotes productivity, efficiency and the employment of a competent and specialized workforce. Accordingly, the District covenants and agrees that it shall not directly hire, employ, or otherwise engage any employees, or former employees who directly provided services to the District and whom the District knew provided services, while this Agreement remains in force and continuing for a period of twenty four (24) consecutive calendar months following the expiration or earlier termination of the Agreement between the Parties hereto. The District may contract with or engage the services of firms which have hired employees or former employees who provided services directly to the District, if such individuals do not service the District for twenty four (24) consecutive calendar months from the expiration or earlier termination of this Agreement. For this purpose, "employees

and former employees” are limited to those individuals employed by Contractor who directly provided significant services to the District and whom the District’s Board of Directors was aware provided such services, at any time during the twenty four (24) consecutive month period prior to the expiration or earlier termination of the Agreement between the Parties hereto. Should the District intentionally violate this paragraph, it agrees to pay, as liquidated damages, and not a penalty, the sum of fifty percent (50%) of the annual salary/wages of said employee(s) (not including labor burden, vacation, medical and other benefits) at time of termination or resignation of said employee(s) by or from Contractor. The provisions set forth in this paragraph shall survive the termination or expiration of this Agreement for twenty four (24) consecutive months.

Exhibit B-2

[See attached file]

| CDD Central - Staffing (Proposed) | | | | | | | | |
|-----------------------------------|---------|---------------------|----|------|----------|--------|------|--------------------|
| Community Director | \$28.84 | Mon - Fri | 8 | 416 | 11997.44 | 3119.3 | 2808 | \$17,924.77 |
| Lifestyle | \$15.00 | | 8 | 416 | 6240 | 1622.4 | 4680 | \$12,542.40 |
| Clubhouse Attendant | \$12.00 | Sat & Sun | 16 | 832 | 9984 | 3594.2 | 0 | \$13,578.24 |
| Maintenance | \$15.00 | Mon - Fri | 8 | 416 | 6240 | 2246.4 | 1560 | \$10,046.40 |
| Part-time Pool Attendants | \$11.00 | Seasonal - Mon - Su | 52 | 2704 | 29744 | 10708 | 0 | \$40,451.84 |
| CDD Central Total | | | | | | | | \$94,543.65 |

Added hours for maintenance
Slide Hours Monday thru Friday from Noon - 5pm and Weekends 11am - 7pm - CLOSED December - February - No hours during school schedule - Opening in March for Spring Break

Note: The staff person filling Community Director position may be shared with the HOA and Waterset North CDD. The staff persons filling the Lifestyle position and the Maintenance position may be shared with the Wat

Tab 3

Recommended Initial Operating Hours for Slide:

Summer: (Hillsborough County School Calendar)

Slide opens from 11-4 weekdays and 10-5 weekends

Fall: (Hillsborough County School Calendar)

Slide Opens 10-6 on weekends and days when school is out (weather permitting, assuming it can be staffed)

Closed during the week

Christmas Break: Open 11-4 weather permitting (pool is not heated)

Spring Break: Open 10-6