

# **SAWGRASS LAKES COMMUNITY ASSOCIATION, INC.**

*Preliminary Version*

## **AMENITY FACILITIES POLICIES & USE RULES**

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## DEFINITIONS

The following words and phrases when used in these Amenity Facilities Policies & Use Rules (unless the context clearly reflects another meaning) shall have the following meanings or if not defined below, as defined in the Declaration of Covenants, Conditions, Restrictions and Easements for Sawgrass Lakes.

**“Access Card”** - shall mean the card issued by the Management Company to Owners which provides access to the Amenity Facilities.

**“Amenity Center”** – shall mean the building comprising the “Fitness Center” (as defined hereinafter) and other Improvements, and the “Tennis Facility” (as defined hereinafter), located within the Common Area and intended for recreational use, together with their appurtenant facilities and surrounding areas.

**“Amenity Facilities” or “Amenity”** – shall mean the facilities and areas located within the Common Area and intended for recreational use, and shall include the “Amenity Center,” “Pool,” “Slide,” “Playground” and “Campfire and Lawn Area” (as defined hereinafter), together with their appurtenant facilities and surrounding areas.

**“Amenity Facilities Policies” or “Policies”** – shall mean these Amenity Facilities policies and use rules.

**“Amenity Manager”** – shall mean the person or firm so designated by the Board of Directors to manage the Amenity Facilities.

**“Association”** – shall mean Sawgrass Lakes Community Association, Inc., a Florida not-for-profit corporation, its successors or assigns.

**“Board of Directors” or “Board”** – shall mean the body responsible for the general governance and administration of the Association.

**“Campfire Pit and Lawn Area”** – shall mean the fire pit and lawn area located within the Amenity Facilities, intended for recreational use, together with their appurtenant facilities and surrounding areas.

**“Community Association Management” or “Management Company”**– shall mean the professional management company hired by the Board of Directors for the management of the Community.

**“Community”** – shall mean Sawgrass Lakes.

**“Facility Attendant”** – shall mean the person(s) or firm(s) so designated by the Board of Directors to attend to the Amenity Facilities.

**“Fitness Center”** – shall mean the area located in the Amenity Center, intended for exercise, together with their appurtenant facilities and surrounding areas.

**“Guest”** – shall mean any person(s) invited by an Owner to enjoy use of the Amenity Facilities.

**“Lakes”** - shall mean those portions of the Community designated as lakes on any Plat for the Community.

**“Lifeguard”** – shall mean the person(s) in charge of users using Slide and responsible for supervision and safety, with authority to enforce the Policies applicable to Slide, as discussed in these Policies.

**“Owner”** – shall mean the record title holder to any Lot within the Community.

**“Patron”** – shall collectively mean Owner(s), Guest(s) and Renter(s).

**“Playground”** – shall mean the area within the Amenity Facilities, intended for children’s play, together with the appurtenant facilities.

**“Pool”** – shall mean the swimming pool, pool deck, water play equipment and areas immediately adjacent thereto, located within the Amenity Facilities.

**“Renter”** – shall mean any tenant residing in a Home pursuant to a valid rental or lease agreement.

**“Resident”** – shall mean an Owner and/or Renter.

**“Slide”** – shall mean the water slide located within the Amenity Facilities and adjacent to the Pool.

**“Tennis Facility”** – shall mean the tennis courts and tennis equipment located within the Amenity Facilities, together with its appurtenant facilities and surrounding areas.

**ARTICLE I**  
**GENERAL RULES FOR USE OF AMENITY FACILITIES**

1. One (1) Access Card will be issued to each Home and a twenty-five (\$25.00) dollar charge will apply for replacement of lost Access Cards.
2. Children under the age of sixteen (16) years must be accompanied by an adult at all times while using the Amenity Facilities. In addition, children between the ages of five (5) and sixteen (16) years are required to obtain a photo identification issued by the Management Company and adults accompanying children must be in possession of such photo identification when using the Amenity Facilities. A ten (\$10.00) dollar charge will apply for replacement of lost photo identification cards.
3. Owners and Renters are permitted to allow a maximum of two (2) Guests per resident at any given time to use the Amenity Facilities and Guests must be accompanied by an Owner at all times while using the Amenity Facilities.
4. All Patrons shall be required to register with the Amenity Manager and shall be required to present their Access Card prior to using the Amenity Facilities.
5. Patrons may only use the Amenity Facilities during hours of operation which shall be established by the Amenity Manager, and may not enter areas within the Amenity Facilities which have been clearly marked as prohibited.
6. No alcoholic beverages are permitted to be sold or consumed within the Amenity Facilities, except as may be specifically approved by the Board.
7. Animals (with the exception of registered assistance animals pursuant to and in accordance with the requirements of applicable law), bicycles, skateboards, roller blades, scooters and golf carts are not permitted in the Amenity Facilities, except within specific areas designated by the Board. Assistance animals are not permitted in the pool and must be registered with the Management Company in advance.
8. Use of fireworks of any kind is prohibited within the Amenity Facilities.
9. Smoking is prohibited within the Amenity Facilities.
10. Glass and other breakable containers are not permitted in the Amenity Facilities.
11. Use of loud, profane or abusive language while using the Amenity Facilities is prohibited.
12. Vehicles must only be parked in designated parking areas within the Amenity Facilities. Off-road bikes and other vehicles are prohibited.
13. Recreational equipment such as playgrounds, trampolines, swing sets, pools, toys, etc. are prohibited within the Amenity Facilities.

14. The Management Company reserves the right to authorize any use of childcare services within the Amenity Facilities.
15. The Board, Management Company, Amenity Manager, Facility Attendant and/or Lifeguards, as applicable, shall have full authority to enforce the Amenity Facilities Policies and any violation of the Amenity Facilities Policies may result in suspension of use of the Amenity Facilities in the manner provided by the Declaration and exhibits thereto and applicable laws. The Board reserves the right to amend or modify the Amenity Facilities Policies.

**ARTICLE II**  
**GENERAL RULES FOR USE OF AMENITY CENTER**

1. Patrons may only use the Amenity Center during hours of operation which shall be determined by the Management Company.
2. Children between the ages of sixteen and eighteen (18) are not permitted to use the Fitness Center, unless they are accompanied by an adult. Children under the age of sixteen (16) are not permitted to be in the Fitness Center at any time.
3. An Owner or Renter may invite up to a maximum of two (2) Guests at a given time to use the Fitness Center.
4. Proper attire must be worn at all times by Patrons while using the Fitness Center. Open footwear, denim shorts or pants and swimsuits are prohibited.
5. Food is prohibited in the Fitness Center and the Tennis Facility and only beverages contained within non-breakable containers with screw tops or sealed lids are permitted in the Fitness Center and the Tennis Facility.
6. Patrons using the Fitness Center must wipe off equipment after each use.
7. Patrons using the Fitness Center shall be only be permitted to use electronic devices, such as radios, televisions, etc. while using headphones at a volume so as not to disturb other Patrons.
8. Use of personal trainers is prohibited in the Fitness Center.
9. Use of hand chalk is prohibited in the Fitness Center.
10. No bags, gear or clothing shall be placed on the floor of the Fitness Center or on any of the equipment located therein.
11. Free weights should not be removed from the Fitness Center and should be placed on the storing rack after each use. In addition, free weights should not be dropped on the floor.
12. Patrons should be respectful of others using the Fitness Center and should therefore limit their use of any one piece of equipment to allow use by other Patrons.

13. Proper attire must be worn at all times by Patrons while using the Tennis Facility. Open footwear, footwear with black soles, denim shorts or pants, cutoff shorts and tank tops are prohibited.
14. If there are multiple Patrons who wish to use the Tennis Facility at the same time, use shall be limited to a maximum of one (1) hour per set per Patron(s).
15. Patrons using the Tennis Facility must utilize their own tennis equipment, including rackets, balls, etc.
16. Only the chairs provided by the Management Company are permitted to be in the Tennis Facility.
17. Lights in the Tennis Facility must be turned off after each use.
18. Patrons may reserve, for a maximum time period, not to exceed four (4) hours, the following portions of the Amenity Center for private use: Club Room, Outdoor Patio Room, Pool Shade Pavilion and Large Picnic Pavilion, Campfire Pit and Lawn Area (collectively, "Rentable Portions of the Amenity Center"). Reservations must be made not more than four (4) months prior to intended use, and not more than four (4) times per calendar year. Only one of the Rentable Portions of the Amenity Center may be reserved at a given time.
19. Prior to use of any Rentable Portions of the Amenity Center, Patrons must complete the reservation and rental application available through the Management Company and pay any exclusive use fees, charges and/or deposits with respect to same, subject to change from time to time, in the discretion of the Board. The Amenity Manager or Facility Attendant, as applicable, may determine that additional staff is required and in such event, the Patron reserving the Rentable Portions of the Amenity Center may be responsible for additional costs incurred therewith.
20. Security deposits paid in connection with the reservation of Rentable Portions of the Amenity Center shall be returned only when the following criteria has been met to the satisfaction of the Amenity Manager or Facility Attendant, as applicable:
  - All garbage is removed from the Rentable Portions of the Amenity Center and placed in dumpsters and the garbage liner is replaced in garbage containers;
  - Any and all decorations or other displays are removed;
  - Countertops, table tops, sink areas, refrigerators, cabinets, appliances, windows, doors, etc. are left free of debris and cleaned;
  - Furniture and other items are restored to their original position; and
  - Rentable Portions of the Amenity Center are otherwise restored to their original condition.
21. The Board reserves the right to deny use of the Rentable Portions of the Amenity Center for any reason it deems appropriate, in its sole discretion.

**ARTICLE III**  
**GENERAL RULES FOR USE OF POOL**

1. Except as may otherwise be necessary for maintenance or inclement weather, the Pool shall open and close at the hours posted ("Pool Use Hours") and Patrons may only use the Pool during Pool Use Hours.

Any Patron using the Pool other than during Pool Use Hours may be suspended from use of the Amenity Facilities.

2. Patrons must use showers provided for on the pool deck prior to using the Pool.
3. Lifeguards are on duty for the Slide only and are not required to monitor the Pool. Patrons use the Pool at their own risk.
4. Any incontinent Patron (or child thereof) is required to wear rubber-lined swim diapers as well as a swimsuit when using the Pool.
5. Proper swim attire must be worn while using the Pool.
6. Changing clothing or diapers must only be performed in restrooms located within the Amenity Facilities and is specifically prohibited in the Pool.
7. Patrons shall be only be permitted to use electronic devices, such as radios, televisions, etc. while using headphones at a volume so as not to disturb other Patrons.
8. Diving in the Pool is prohibited.
9. Jumping, pushing, running or other horseplay is prohibited in the Pool.
10. No chewing gum shall be permitted in the Pool.
11. Radio controlled watercraft are not permitted to be used in Pool.
12. Swinging on ladders, fences or railings in the Pool is prohibited.
13. Pool entrances must be kept clear at all times.
14. Furniture and other items located within the Pool must not be removed from the Pool.
15. No Patron shall place anything into the Pool that would cause it to become polluted and require treatment to restore the water to an acceptable level for safe swimming. In the event a Patron does so pollute the Pool, said Patron shall be responsible for any costs incurred by the Association to treat the Pool (and in the case of a Guest, the Owner accompanying or responsible for such Guest shall be responsible).
16. The Amenity Manager or Facility Attendant, as applicable, shall determine, in his or her discretion, whether balls designed for water play will be permitted for use in the Pool, depending upon bathing load and/or perceived safety issues. Tennis balls, beach balls measuring more than eight inches (8") in diameter, basketballs, Nerf Balls, soccer balls, or any other type of hard non-water sports balls are not permitted to be used in the Pool. Only the following inflatable or floating devices are permitted: 1) infant water floats with seats; 2) arm floats; and 3) pool noodles. No other inflatable rafts, tubes, or floats are permitted in the Pool.

17. The Management Company reserves the right to authorize any program or activity to be conducted at the Pool, including swimming lessons, aquatic/recreational programs and parties.

**ARTICLE IV**  
**GENERAL RULES FOR USE OF SLIDE**

1. Patrons may only use the Slide during Pool Use Hours and only when Lifeguards are present.
2. Patrons must use showers provided for in the restrooms located within the Amenity Facilities prior to using Slide.
3. Only one Patron is permitted to use the Slide at a time.
4. No Patron wearing clothing containing snaps or rivets shall be permitted to use the Slide.
5. No flotation devices are permitted to be used on the Slide.
6. Children measuring less than forty-five (45) inches in height shall only be permitted to use the Slide if they can demonstrate the following skills: (1) children must be able to swim the width of the Pool without assistance from an adult and (2) children must be able to use the Slide without the assistance of an adult. In addition, children must be able to observe and adhere to all of the Amenity Facilities Policies.
7. Patrons must follow the instructions of Lifeguards at all time while using the Slide, including as to the proper body position required for use.
8. It is not recommended that pregnant women and Patrons with medical conditions use the Slide.

**ARTICLE V**  
**GENERAL RULES FOR USE OF PLAYGROUND**

1. Except as may otherwise be necessary for maintenance, inclement weather, or sponsored event approved in advance by the Management Company, the Playground shall open from dawn and shall close at dusk daily for use by all Patrons. Children under the age of eighteen (18) years must be accompanied by an adult at all times while using the Playground.
2. Patrons using the Playground must collect any and all food, beverages and trash prior to departing the Playground.

**ARTICLE VI**



## **GENERAL RULES FOR USE OF CAMPFIRE PIT AND LAWN AREA**

1. The Campfire Pit and Lawn Area is available for use by Patrons except during a sponsored event which must be approved in advance by the Management Company.
2. Patrons over the age of twenty-one (21) years may reserve the Campfire Pit and Lawn Area, subject to availability, on a 'first come, first served' basis for private use for a period of time not to exceed three (3) hours and for a total number of Guests not to exceed twenty (20) for campfire pit or fifty (50) for lawn area, by completing the appropriate application and reservation agreement in advance.
3. An Amenity Manager or Facility Attendant must be in attendance at all times during private use of the Campfire Pit and Lawn Area by Patrons. Only the Amenity Manager or Facility Attendant, as applicable, shall be permitted to ignite and extinguish the Campfire Pit and to operate any equipment.
4. Children under the age of ten (10) years must be accompanied by an adult at all times during use of the Campfire Pit and Lawn Area.
5. Reservation of the Campfire Pit and Lawn Area cannot be used in conjunction with reservation of any other Amenity Facilities.

## **ARTICLE VII** **GENERAL POLICIES REGARDING LAKES**

1. Swimming and use of watercraft of any kind are prohibited within the Lakes.
2. Patrons may use the Lakes to fish, on a "catch and release" basis only. All tackle, lines, or lures must be removed from the fish and the fish is to be returned to the water. Patrons who wish to fish in the Lakes must be licensed to do so as may be required by County or other governmental agencies.
3. Patrons are prohibited from using the Lakes for irrigation purposes other than those certain homes specified in the declaration.

## **ARTICLE VIII** **SUSPENSION OF USE RIGHTS**

The Board, Management Company, Amenity Manager, Facility Attendant and/or Lifeguards, as applicable, have full authority to enforce the Amenity Facilities Policies and any violation of the Amenity Facilities Policies may result in suspension of use of the Amenity Facilities pursuant to the procedures contained in the Declaration and exhibits thereto and applicable laws. The Board reserves the right to amend or modify the Amenity Facilities Policies. Violations of the Amenity Facilities Policies include the following ("Violations"):

- Providing false or misleading information on any required application or agreement;
- Permitting an unauthorized person or persons to utilize an Access Card for use of the Amenity Facilities;
- Failure to adhere to any of the Amenity Facilities Policies;

- Exhibition of unsatisfactory behavior, appearance or conduct which is improper or likely to cause damage to the Amenity Facilities or endanger other Patrons or staff.

Unless applicable law provides for differing procedures, upon the occurrence of a Violation, the Board shall issue, (i) a verbal warning to the offending Patron for a first offense and possible suspension of use rights for a period of up to fourteen (14) days; (ii) a written warning to the offending Patron for a second offense and possible suspension of use rights for a period of up to thirty (30) days; (iii) automatic suspension of use rights of the Amenity Facilities for up to one (1) year; and (iv) automatic suspension of use rights of the Amenity Facilities for a time period to be determined by the Board. Any Patron whose use rights have been suspended three (3) or more times in a calendar year, shall receive an automatic one (1) year suspension of use rights from the time of the third Violation.

In the event of an arrest of a Patron while using the Amenity Facilities, such offending Patron's use rights of the Amenity Facilities shall be automatically suspended for a period of time to be determined by the Board and/or the maximum period allowable by law.

Notwithstanding anything to the contrary contained within these Amenity Facilities Policies and Use Rules, these Policies shall not be deemed all inclusive nor restrict the right of the Association to amend, supplement and/or adopt additional Policies, from time to time. Further, the use and occupancy provisions contained in the Declaration and exhibits thereto, shall be deemed incorporated herein and to the extent of any conflict between these Policies and the Declaration and exhibits thereto, the Declaration and exhibits thereto, shall control to the extent of the conflict.