

CHAPTER II:

RECREATIONAL FACILITIES POLICIES AND PROCEDURES

(Adopted June 6, 2018)

**2.01 Definitions.**

- A. “District” – shall mean the Baytree Community Development District, a political subdivision of the State of Florida, created pursuant to Chapter 190 of the Florida Statutes.
- B. “Fee Schedule” – shall mean the fee or fees established to defray the cost of construction, operation and maintenance of the District property by those families and individuals who do not reside in nor own property within the District.
- C. “Non-Resident” – shall mean those individuals and families who are not Renters or Residents within the District, nor those who have not paid the Non-Resident Annual User Fee.
- D. “Non-Resident Member” – shall mean Non-Residents who have paid the applicable Non-Residents Annual User Fee as established by the District.
- E. “Resident” – shall mean person(s) or family owning a home or lot, or other parcel of real property, within the Baytree Community.
- F. “Renter” - shall mean any tenant residing in a Resident’s home within the District pursuant to a valid rental or lease agreement, with a term of 12 consecutive months or more.
- G. Terms “may” and “shall” - As used herein, the word “may” is permissive, and the word “shall” is mandatory.

**2.02 Baytree Swimming Pool Policies, Procedures, Charges and Regulations.**

- A. **Purpose.** To adopt uniform policies and procedures for the use of the District Swimming Pool Facilities to ensure the uniform application of said policies on a non discriminatory, fair and equitable basis.

Specific Authority: Chapter 190.035; 190.012; 120.54, Florida Statutes

History: New

**B. Necessity.** To establish uniform and comprehensive policies and procedures for the Baytree Community Swimming Pool.

**C. General.**

- 1) **Use** - The pool facilities are for the use of Baytree residents, annual fee users, and their immediate families and guests. No other persons shall be permitted to use the Pool Facilities without prior written consent of the District. Cards for access can be obtained from the District Manager of the District.
- 2) **Conduct** - Conduct at the pool must be such as to furnish the greatest pleasure for the greatest number. The cooperation of all participants is requested. Failure to abide by the District Use Rules may result in the forfeiture of pool use privileges.
- 3) **Children** - Children 12 years old and under or who are wearing flotation devices in the pool must be accompanied by a responsible adult at all times. Children of diaper wearing age shall be permitted to use the pool, provided a swim diaper is worn.
- 4) **Pets** - no animals of any kind shall be allowed within the pool facilities, unless that pet is a certified service animal.
- 5) **Glass** - Glass containers of any kind are not allowed in the Pool facilities.
- 6) **Radios** - All iPods, MP3 Players, phones, tablets, radios, compact disc players, speakers, and similar audio or video devices shall only be used with headphones or earphones at the Swimming Pool Facilities.
- 7) **Refuse** - All refuse, waste, cans, newspapers, magazines and garbage shall be deposited in the covered sanitary containers.
- 8) **Food** - No cooking, including barbecuing, shall be permitted within the pool facility. Eating will be permitted, but prompt cleanup of refuse is mandatory. Arrangements may be made with the District to provide limited food service.
- 9) **Hours of Operation** - The District may designate specific hours of operation, but generally the facilities will be open for use from dawn to dusk.
- 10) **Swim At Your Own Risk** - No lifeguard or other medical or emergency personnel will be on duty. Therefore, USE OF THE POOL FACILITIES WILL BE AT THE USER'S RISK.

**2.03 Baytree Tennis and Bocce Court Facilities Policies, Procedures, Charges and Regulation.**

**A. Purpose.** To adopt uniform policies and procedures for the use of the District Tennis Facilities and Bocce Courts to ensure the uniform application of said policies on a non-discriminatory, fair and equitable basis.

Specific Authority: Chapter 190.035; 190.012; 120.54, Florida Statutes

History: New

**B. Necessity.** To establish uniform and comprehensive policies and procedures for the District Tennis Facilities and Bocce Courts.

**C. General.**

- 1) Hours of Facility are Dawn to 10 PM.
- 2) The tennis courts are provided for use of Baytree residents, Non-Resident fee payers, and their guests only.
- 3) Unless specific approval is given by the District, the tennis courts are only to be used for playing tennis and pickleball. Bike riding, skate boarding, roller blades (skating), and other non-tennis activities are prohibited.
- 4) Limit play to one (1) hour if others are waiting to use the courts.
- 5) No food or glass shall be permitted on the courts.
- 6) Appropriate footwear (tennis shoes or cross trainers) and clothing must be worn when using the Tennis Facilities and Bocce Courts.
- 7) No music is allowed during play.
- 8) Pickleball players shall remove all chalk lines upon completion of play.

**2.04 Baytree Pavilion Rules.**

**A. Title.** This rule may be cited and referred to as the Baytree Community Development District Pavilion Rule.

**B. Pavilion, defined.** The Baytree Community Development District (the “District”) operates and maintains a covered community pavilion, including, but not limited

to, pavilion, tables, and associated fixtures/furniture (the “Pavilion”), benefiting the residents and property owners within the District and the Isles of Baytree subdivision, and which is located at 8203 National Drive Recreation Area, Property Appraiser Account # 2617659 and includes the Pavilion, a parking area, and the lands owned by the District, referred to as Tract P1, 0039/0059 Plat, as recorded in the Public Records of Brevard County, Florida (the “Pavilion Area”).

### **C. General.**

- 1) Residents of the District 18 years old and over and Non-Resident members over 18 years, are permitted to use the Pavilion with their guests between the hours of 8:00 AM and 8:00 PM, unless permission is obtained from the Baytree Community Association (“BCA”) or the District to use the Pavilion outside of these standard hours of operation. Except as provided in Section 4.01(4) below and with respect to District or BCA community-sponsored events, the use of the Pavilion shall be on a non-exclusive first-come, first-served basis.
- 2) At least one Resident or Non-Resident Member must be present at the Pavilion in order for guests to be allowed to use the Pavilion. The Resident or Non-Resident Member must be present as long as his or her guest(s) is(are) using the Pavilion.
- 3) Children under 18 years of age within the Pavilion Area shall be supervised at all times.
- 4) Only animals on leashes and bonafide service animals, as defined by Florida law, will be allowed in the Pavilion Area.
- 5) Use of the Pavilion does not automatically grant the user(s) exclusive rights to use the pool, tennis courts, or bocce ball courts. Guests’ use of these facilities will be governed by the current rules for the pool, tennis and bocce ball courts. Residents and Non-Resident Members will always have priority for use of these District facilities over guests.
- 6) Guests will be allowed to use the toilet facilities at the adjacent District pool. The accompanying Resident or Non-Resident Member will be responsible to provide access for his or her guests.
- 7) The maximum number of people allowed in the Pavilion at any given time shall be 80.
- 8) The use of alcohol at the Pavilion only is not prohibited, although Residents, Non-Resident Members, and their guests will be asked to leave the Pavilion Area after one warning if their activities continue to be loud, boisterous or otherwise disruptive.

- 9) Each individual is responsible for cleaning up, including, but not limited to, picking up and properly disposing all trash, after their use of the Pavilion facilities in the Pavilion Area. All trash shall be deposited in the garbage receptacles and tables shall be cleaned.
- 10) No grills shall be permitted under the Pavilion roof or within the Pavilion Area owned by the District; however, permission to utilize a grill within the Pavilion Area (but not under the Pavilion roof) may be requested in advance from the District.
- 11) No bounce houses or inflatables are permitted within the Pavilion Area.
- 12) No DJ's or live music are permitted in the Pavilion Area, unless the user has received prior approval from the District. If music or other audio is played, it must not affect or be disruptive to any neighboring residential properties or the users of adjoining facilities (e.g., tennis courts and pool).
- 13) No vehicles shall be permitted within the Pavilion Area, except within the areas designated for parking.
- 14) All furniture/equipment within the Pavilion Area is to be used for the purposes for which it was designed and shall not be moved out from under the Pavilion without the express permission of the BCA or the District.
- 15) All users of the Pavilion are to ensure that lights and fans are turned off before leaving the Pavilion Area.
- 16) The electrical outlets at the Pavilion are on 20-amp GFIC circuits. Please do not overload these circuits to the extent that it trips the circuit breaker. The user will be responsible for any damage caused from overloading circuits.
- 17) Events sponsored by the BCA or the CDD that involve the use of the Pavilion shall have priority over any individual use of, rental of, or rental request with respect to the Pavilion.

**D. Pavilion Exclusive Use Rentals.** In addition to all other rules and regulations of the District, anyone requesting the use of the Pavilion for a private event shall also comply with the following:

- 1) The Pavilion may be only be rented by a Resident or an Non-Resident Member ("Approved Renter"), which individual must be present throughout the entire event rental period.

- 2) The Approved Renter shall be responsible for the proper conduct of all guests and participants utilizing the Pavilion and Pavilion Area during the rental.
- 3) Application for rental of the Pavilion and payment of the rental fee and the deposit shall be made at least five (5) working days prior to the intended date of use in accordance with the policies and direction set forth in the Application for Pavilion Rental that can be found on the BCA website and on the District website.
- 4) The Pavilion rental shall be no more than four (4) hours, unless the applicant has received an exemption in writing from the BCA or the District for longer use.
- 5) Rentals and the events associated therewith must not be loud, boisterous or otherwise disruptive to neighboring residents and users of adjoining facilities (e.g., tennis courts and pool). If complaints are received and after a single warning the complained of activity does not cease, the BCA or the District has the authority to terminate the rental and direct all users of the Pavilion to immediately leave the Pavilion Area. Such complaints may result, in the determination of the BCA Manager in the forfeiture of the deposit, or a portion thereof, and the suspension of the Approved Renter from the use of any District facilities, including the Pavilion, the pool, the tennis courts, and the bocce ball court, for a period not to exceed twelve (12) months. Such suspensions may be appealed in writing to the District Board of Supervisors, which shall have the power to reduce the suspension period and suspension conditions if determined as warranted by the District Board of Supervisors.
- 6) The Approved Renter is fully and completely responsible for any and all damages or clean-up expenses incurred by the BCA and the District excess of the deposit. The Approved Renter will be billed for such costs in accordance with Section 4.01(6)(d) of this Pavilion Rule.
- 7) The garbage receptacles at the Pavilion Area are only intended for incidental use; not private parties or rentals. The Approved Renter shall remove all trash and debris arising from the rental from the Pavilion Area and properly dispose of the same, whether in the personal garbage receptacles of the Approved Renter's home or otherwise. Under no circumstances shall any garbage receptacles of the District, the BCA or the golf course be utilized for the purposes stated herein.
- 8) The Pavilion Area must be "broom clean" at the conclusion of the rental period. If cleaning is determined, in the discretion of the District or its designee, to be less than satisfactory, a cleaning fee will be imposed in the amount set forth in Section 4.01(6)(2), which fee may be deducted from the deposit.

- 9) The Approved Renter shall hold the District and District and the Association harmless from any and all liability, injuries or damages arising out of or in any way connected to the use of the Pavilion and Pavilion Area and shall be fully responsible for the same. The Approved Renter will be required to execute a Facility Rental Agreement for any exclusive use of the Pavilion.

**E. Damage to Pavilion.** Any costs incurred by the District to repair damages to or clean the Pavilion or Pavilion Area shall be assessed against the individual causing the damage, and/or the Approved Renter, as the case may be, in accordance with the fees set forth in Section 4.01(06)(d) of this Pavilion Rule.

**F. Pavilion Fees.** Pavilion fees, charges, and deposits shall be as follows:

- 1) Annual Pavilion Membership Fee for Non-Residents \$1,200
- 2) Rental fee for exclusive use of Pavilion
  - i. Owner of a residential unit within the District \$100
  - ii. Annual Member \$100
- 3) Deposit for Rental \$200
- 4) Damages to and clean-up expenses with respect to the Pavilion or Pavilion Area shall be assessed at cost plus ten (10%) for administration fees.

**G. Deactivation of Gate Access Transponders.**

- 1) The District Manager or his designee shall have the authority to deactivate ALL Gate Access Transponders issued to a particular unit within the District or Isles of Baytree, upon a determination by the District Manager or his or her designee, after reviewing supporting documentation, that there exists unpaid Pavilion fees imposed pursuant to this Pavilion Rule or unpaid monies as a result of damages to the Pavilion or Pavilion Area, which are due and owing to the District, provided that:
  - i. the District possesses video, eyewitness, or documentary evidence that an individual, or a vehicle registered to the unit within the District or a guest to that unit has caused damage to the Pavilion or Pavilion Area; and
  - ii. The District has sent a correspondence to said unit, which correspondence shall (1) detail the date and location of the incident, the individual(s) or vehicle(s) involved, and the damage caused to the Pavilion or Pavilion Area,

(2) indicate that such fees or amounts must be paid to the District within at least thirty (30) days, and (3) indicate that all Gate Access Transponders issued to the unit will be deactivated without further notice if payment is not received by the District within said thirty (30) day period.

- 2) Any Appeals of deactivation of Gate Access Transponders or reactivation of Gate Access Transponders shall be in accordance with Section 3.01(5) and 3.01(6) of the District Gate Facilities Rule.

## **2.05 Fees for Use of Baytree Community Development District Recreation Facilities.**

**A. Purpose.** To establish a fee schedule for the use of the Baytree Community Development District amenities and facilities (generally referred to as the “Amenity Facilities”) by members of the public who do not rent in nor own property within the District.

**B. Policies and Fee Schedule.** The District does hereby establish the uniform, comprehensive fee schedule for the use of the Amenity Facilities by members of the public who do not rent nor own property within the District.

- 1) Pursuant to Chapter 190.035, Florida Statutes, the District has the authority to “prescribe, fix, establish, and collect rates, fees, rentals, or other charges ... for the facilities and services furnished by the district ... including, but not limited to, recreational facilities...”
- 2) The Residents (for themselves and on behalf of their Renters) have, through their payment of operations and maintenance special assessments and debt special assessments, made a long-term commitment to financing the construction, ongoing maintenance and day-to day operations of the Amenity Facilities.
- 3) An additional class of users of the Amenity Facilities consists of those families and individuals defined as Non-Residents. The fee schedule set forth in Section 2.05 herein has been established by the District for payment by such Non-Residents for use of the Amenity Facilities. This fee schedule has been promulgated based upon the actual estimated costs and assessments paid or to be paid by real property owners within the District, to allow such Non-Resident Members the use of the Amenity Facilities on the same basis as Residents and Renters.
- 4) Non-Resident Member Fee Schedule.



- i. **Annual Non-Resident Membership.** The annual membership fee to be paid by those Non-Residents who do not reside in nor own real property within the District shall be \$1,200.00, to be paid in full at the time of application for membership (the “Non-Resident Member Fee”). Membership shall include up to four (4) members per household. Each subsequent annual Non-Resident Member Fee shall be paid in full on the anniversary date of application for membership.
  - ii. **Increases, Fee Non-Refundable.** Such Non-Resident Member Fee may be increased, not more than once per year, by action of the Board of Supervisors, to reflect increased costs of operation and maintenance of the Amenity Facilities. All fees shall be fully non-refundable after receipt by the District. Annual increases, if any, shall be effective on the next at renewal anniversary date.
- 5) District staff, or an agent of the District, shall prepare an information sheet consisting of name, address and other pertinent information for each Non-Resident who desires to pay the Non-Resident Member Fee for usage of the Amenity Facilities, and the staff shall develop and maintain such records and/or perform such ministerial tasks as are necessary to manage the collection and documentation of such fees and the usage of the Amenity Facilities. District staff may also require the Non-Resident Members to execute a Non-Resident Membership application and agreement (or similar documents), as well as a waiver and indemnification form(s), prior to using the Amenity Facilities.
- 6) All Non-Resident Members desiring to utilize, or using, the Amenity Facilities will be required to comply with all regulations, policies and procedures set forth in the District’s Amenity Facilities Policies, as adopted by the Board of Supervisors and amended from time to time.

PASSED, ADOPTED AND EFFECTIVE THIS 6<sup>th</sup> DAY OF JUNE, 2018.

**Specific Authority: Chapter 190.035(1); 120.54, Florida Statutes**

**Law Implemented: Chapter 190.031, 190.035(1), 190.036, 190.037, 190.041, 190.012(1), Florida Statutes**