

**LAKESIDE PLANTATION COMMUNITY  
DEVELOPMENT DISTRICT**

**AMENITY FACILITIES POLICIES**

(Revised Adopted ~~September~~June 15, ~~2021~~2022)

Lakeside Plantation Clubhouse Office  
2200 Plantation Drive  
North Port, FL 34289

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## DEFINITIONS

**“Amenity Facilities”** – shall mean the properties and areas owned by the District and intended for recreational use and shall include, but not specifically be limited to, the Lakeside Plantation Clubhouse, together with its appurtenant facilities and areas.

**“Amenity Facilities Policies”** or **“Policies”** – shall mean these Amenity Facilities Policies of Lakeside Plantation Community Development District, as amended from time to time.

**“Board of Supervisors”** or **“Board”** – shall mean the Lakeside Plantation Community Development District’s Board of Supervisors.

**“Community Club”** – shall mean a group of two (2) or more self-organized Residents, Renters and/or Non-Resident Members with a common hobby or recreational, social, service and/or cultural interest that has applied for and received such designation from the District’s Board.

**“District”** – shall mean the Lakeside Plantation Community Development District.

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

**“Facility Manager”** – shall mean the management company, including its employees, staff and agents, contracted by the District to manage all Amenity Facilities within the District, which facilities include, but are not limited to, the Clubhouse and its peripheral facilities and amenities.

**“Guest”** – shall mean any individual that is invited to use the Amenity Facilities by a Resident, Non-Resident Member, Tennis Member, or Renter pursuant to these Policies and possesses a valid guest ~~pass~~[fob](#) issued by the Facility Manager.

**“Homeowners Association”** – shall mean any entity having jurisdiction over lands located within the District, either now or in the future, which exists to aid in the enforcement of deed restrictions and covenants.

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

**“Non-Resident Annual User Fee”** – shall mean the fee established by the District for any person that is not a Resident 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.

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

**“Patron” or “Patrons”** – shall mean Residents, ~~Guests~~, Non-Resident Members, Tennis Members, and Renters who are eighteen (18) 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, spouse or registered domestic partner of a person or family owning property within the Lakeside Plantation Community Development District.

**“Tennis Guest”** – shall mean a Guest as referred to in sections 3.b. and 3.c. of the Tennis Facility Policies – General Policies herein.

**“Tennis Member”** – shall mean any individual not owning property in the District who is paying the Tennis Member Annual User Fee to the District for use of the District’s Tennis Facilities.

**“Tennis Member Annual User Fee”** - shall mean the fee established by the District for any person that is not a Resident or a Non-Resident Member and wishes to become a Tennis Member. The amount of the Tennis Member Annual User Fee is set forth herein, and that amount is subject to change based on Board action. Payment of the Tennis Member Annual User Fee shall entitle the individual to use the Tennis Facilities only. Use of the pool, clubhouse, or other Amenity Facilities is not included in the Tennis Member Annual User Fee.

### **IDENTIFICATION ~~CARDS~~Fobs**

1. ~~ID-cards~~Fobs (or similar access devices) may be issued to all members of each Resident’s or Renter’s household and/or Non-Resident Members. There is a charge to replace lost or stolen ~~cards~~Fobs and/or for additional ~~cards~~fobs above two (2) ~~cards~~fobs. Residents or Renters can request temporary guest ~~passes~~fobs in the office.
2. All Patrons will be required to sign a waiver of liability before using the District amenities.
3. Patrons may be required to ~~present ID-cards~~use their assigned fobs or guest ~~passes-upon request by staff~~fobs at any Amenity Facility.

### **NON-RESIDENT ANNUAL USER FEE**

The Annual User Fee for any person not owning real property within the District is 1 ½ times the highest operating and maintenance and debt service rates added together, and this fee shall include privileges for up to two (2) people total. This payment must be paid in full at the time of completion of the Non-Resident application and the corresponding agreement. This fee will cover

membership to all Amenity Facilities for one (1) fiscal year, October 1st through September 30th of following year, prorated if applicable. Each subsequent annual membership fee shall be paid in full by October 1st. Such fee may be increased, not more than once per year, by action of the Board of Supervisors, to reflect increased costs of operation of the amenity facilities. This membership is not available for commercial purposes.

### **HOMEOWNERS ASSOCIATION USE OF FACILITIES**

1. Each Homeowners Association may use the Amenity Facilities without being required to pay an Annual User Fee and/or a room rental fee. The District may limit or terminate a Homeowners Association's use of the Amenity Facilities at any time.
2. Any Homeowners Association that uses the Amenity Facilities shall be responsible for the cost of repairing any damage to the Amenity Facilities occurring during Homeowners' Association events.

### **COMMUNITY CLUB USE OF FACILITIES**

1. Each Community Club may use the Amenity Facilities for a function without being required to pay an Annual User Fee and/or a room rental fee. The District may limit or terminate a Community Club's use of the Amenity Facilities at any time, including but not limited to circumstances in which the Community Club proposes to host an event or function in which the primary attendance at such event or function is not Residents, Renters and/or Non-Resident Members (i.e. a wedding, birthday party, etc.).
2. Any Community Club that uses the Amenity Facilities shall be responsible for the cost of repairing any damage to the Amenity Facilities occurring during the Community Club's events.
3. The District may revoke an organization's status under these policies as a Community Club at any time.

### **GUEST POLICIES**

1. All Guests, regardless of age, must register with the office of the Facility Manager prior to using the Amenity Facilities. In the event the Guest is under eighteen (18) years of age, the Resident, Non-Resident Member or Renter inviting the Guest must be present upon ~~registration~~ registration, unless other arrangements have been made with the Amenity Manager's office. ~~All~~ Except as otherwise provided in these Policies, all Guests under fifteen (15) years of age must also be accompanied at all times while using the Amenity Facilities by a parent or adult ~~Patron~~ over eighteen (18) years of age unless previously authorized by the Amenity Manager. Guests over the age of eighteen (18) must register and may use the Amenity Facilities unaccompanied by Patron.

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2. All Guests over the age of eighteen (18) must sign a waiver of liability upon registration at the Amenity Manager's office.

3. All Guests using the Amenity Facilities and entering District property are responsible for compliance with, and shall comply with these Amenity Facility Policies in the same manner as Patrons hereunder. Patrons who have registered a Guest are responsible for any and all actions taken by such Guest. Violation by a Guest of any of these Policies as set forth by the District could result in loss of that Patron's privileges and/or membership.

### **RENTER'S PRIVILEGES**

1. Residents who rent 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 may be required to acquire a membership with respect to the residence which is being rented or leased as well as obtain ~~an ID-card~~ a fob. 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.
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 deportment of their respective Renter.
5. Renters shall be subject to rules and regulations as the Board may adopt from time to time.

### **GENERAL FACILITY PROVISIONS**

1. The Board reserves the right to amend, modify, or delete, in part or in their entirety, these Policies when necessary, at a duly-noticed Board meeting. 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. Amenity facilities are for Patrons and their Guests only. All Patrons and Guests may be required to ~~present~~ use their ~~ID-cards~~ assigned fobs or guest ~~passes~~ fobs in order to gain access to the Amenity Facilities. Patrons and Guests must also present their ~~ID-cards or guest-passes~~ fobs upon request by staff while at any Amenity Facility.



3. All hours of operation, including holiday schedules, of the Amenity Facilities will be established and published by the District and Facility Manager.

4. Dogs and all other pets (with the exception of service dogs) are not permitted in the Amenity Facilities. In the event a special event is held, as previously approved by the Facility Manager, and dogs are permitted at the Amenity Facilities as part of the special event, they must be leashed. Patrons are responsible for picking up after all pets and disposing of any waste in a designated pet waste receptacle or an outdoor dumpster as a courtesy to residents.
5. Vehicles must be parked in designated areas. Vehicles and golf carts should not be parked on grass lawns, in any way which blocks the normal flow of traffic or in any way that limits the ability of emergency service workers to respond to situations. The Facility Manager reserves the right to waive this parking restriction in the event overflow parking is needed for a large event.
6. Fireworks of any kind are not permitted anywhere at or on the Amenity Facilities or adjacent areas; however, notwithstanding this general prohibition, the Board may approve the use of fireworks over a body of water.
7. Only District employees or employees of the Facility Manager are allowed in the service areas of the Amenity Facilities.
8.     &     The Board of Supervisors (as an entity), the Facility Manager and its staff shall have full authority to enforce these policies. However, the Facility Manager shall have the authority to waive strict application of any of these Policies when prudent, necessary or in the best interest of the District and its Residents. Such a temporary waiver of any policy by the Facility Manager shall not constitute a continuous, ongoing waiver of said policy, and the Facility Manager reserves the right to enforce all of these policies at any time he or she sees fit.
9. All lost or stolen ~~ID-cards~~fobs should be reported immediately to the Facility Manager's office. A fee will be assessed for any replacement ~~cards~~fobs as set forth herein.
10. Smoking and or vaping is not permitted at any of the Lakeside Plantation Amenity Facilities except within smoking areas designated by the Facility Manager. The main entrance to the Clubhouse is not a designated smoking area.
11. Disregard for rules or policies may result in expulsion from the Amenity Facilities and/or loss of Amenity Facilities privileges in accordance with the procedures set forth herein.
12. Pool and spa rules that are posted in the appropriate area must be observed.
13. Patrons and their Guests shall treat all staff members with courtesy and respect.

14. Off-road motorbikes/vehicles, excluding golf carts, are prohibited on all property owned, maintained and operated by the District or on any of the Amenity Facilities.

15. The District will not offer childcare services to Patrons or Guests at any of the Amenity Facilities.
16. Skateboarding is not allowed on the Amenity Facilities property at any ~~time~~.
17. Performances at any Amenity Facility, including those by outside entertainers, must be approved in advance by the Facility Manager.
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 Facility Manager.
19. The Amenity Facilities shall not be used for commercial purposes without written permission from the Facility Manager and the District Manager. The term “commercial purposes” shall mean those activities which involve, in any way, the provision of goods or services for compensation or advertising.
20. Firearms or any other weapons are prohibited in the Amenity Facilities during any governmental meetings or functions, including those of the District, and as otherwise prohibited in the Amenity Facilities in accordance with Florida law.
21. The Facility Manager reserves the right to authorize all programs and activities, including the number of participants, equipment and supplies usage, facility reservations, etc., at all Amenity Facilities, except usage and rental fees that have been established by the Board. The Facility Manager also has the right to authorize management-sponsored events and programs to better serve the Patrons, and to reserve any Amenity Facility for said events (if the schedule permits) and to collect revenue for those services provided. This includes, but is not limited to, various athletic events, cultural programs and social events, etc. Should the District be entitled to any of these revenues based on its established rental or usage fees, the Facility Manager will be required to compensate the District accordingly.
22. 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.
23. 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~~ and shall ensure that any minor for whom they are responsible also complies with the same.

24. There shall be no overnight parking in the Amenity Facility parking lot unless owner of vehicle notifies Facility Manager and obtains a 24-hour parking pass for the Amenity Center Parking Lot Only.
25. Public displays of affection, which in the discretion of the Facility Manager are inconsistent with the family-oriented nature of the Amenity Facilities, are prohibited.

26. All Patrons acknowledge that the Amenity Facility is in close proximity to private homes within the District. In order to ensure that Patrons' use of Amenity Facility does not interfere with the surrounding homeowners' right to use or quiet enjoyment of their homes, Patrons further acknowledge that they will refrain from all behaviors that may constitute nuisance to the homeowners, such as making loud noises. This policy shall be in effect during all hours of the Amenity Facility operation.

#### **LOSS OR DESTRUCTION OF PROPERTY OR INSTANCES OF PERSONAL INJURY**

1. Each Patron [and Guest](#) assumes 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 or in any of the Amenity Facilities.
2. 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, which is caused by the Patron or the Patron's Guest or family member(s). The District reserves the right to pursue any and all legal and equitable measures necessary to remedy any losses it suffers due to property damage or personal injury caused by a Patron or the Patron's Guest or family member(s).
3. Any Patron 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 Facilities' owners, the District, the Board of Supervisors, District employees, District representatives, District contractors and District agents, harmless from any and all loss, cost, claim, injury, damage or liability sustained or incurred by him or her, resulting therefrom 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, representatives, contractors, and agents hereunder with respect to any loss, cost, claim, injury, damage or liability sustained or incurred by any Guest or family member of such Patron.

#### **GENERAL LAKESIDE PLANTATION AMENITY FACILITY USAGE POLICY**

All [Patrons](#)[persons](#) 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 their Guest](#) in accordance with District Policies.

**Hours:** The District Amenity Facilities are available for use by Patrons during normal operating hours to be established and posted by the District and Facility Manager.

**Emergencies:** After contacting 911 if required, all emergencies and injuries must be reported to the Facility Manager (phone number 941-423-5500 ~~or 443-373-5464~~) and to the office of the District Manager (phone number ~~407-841-5524~~[813-344-4844](tel:813-344-4844)). If immediate attention to the facilities is required and the Facility Manager is not present, please contact one of the office attendants employed by the District.

**District Equipment:** Any Patron utilizing District equipment is responsible for said equipment. Should the equipment be returned to the District with damaged, missing pieces or in worse condition than when it was when usage began, that Patron will be responsible to the District for any cost associated with repair or replacement of the equipment.

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

## **GENERAL SWIMMING POOL RULES**

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

1. All Patrons and Guests must ~~present~~use their ~~ID cards~~assigned fob, guest ~~pass~~fob or verification of registration while in the swimming pool area. All Patrons must also ~~present their ID cards, guest pass or~~provide verification of registration when requested by staff. ~~At any given time, a Resident may have up to five (5) Guests per household to the swimming pool (unless a greater number of Guests has been approved by the Facility Manager).~~
- ~~2. Guests under fifteen (15) years of age must be accompanied at all times by a parent or adult Patron eighteen (18) years of age or older, during usage of the pool facility.~~
2. ~~3.~~ No diving, pushing, running, throwing any item or other horseplay is allowed in the pool or on the pool deck area.
3. ~~4.~~ Diving is prohibited.
4. ~~5.~~ Radios, tape players, CD players, MP3 players and televisions are not permitted unless they are personal units equipped with headphones or for scheduled activities such as water aerobics classes.



- 5. ~~6.~~ Swimming is permitted only during designated hours as posted at the pool, and such hours are subject to change at the discretion of Facility Manager. Patrons swim at their own risk and must adhere to swimming pool rules at all times.
- 6. ~~7.~~ Showers are required before entering the pool.
- 7. ~~8.~~ Glass containers are prohibited. No food or beverages are permitted on the wet deck area which is 4' around the perimeter of the pool and spa.

8. ~~9.~~ 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 swimsuit over the swim diaper, to reduce the health risks associated with human waste in the swimming pool/deck area.
9. ~~10.~~ Play equipment, such as floats, rafts, snorkels, dive sticks, flotation devices and other recreational items such as balls and pool toys must meet with staff approval. The facility reserves the right to discontinue usage of such play equipment during times of peak or scheduled activity at the pool, or if the equipment causes a safety concern or annoyance to other users of the facility.
10. ~~11.~~ 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.
11. ~~12.~~ Pets (except service dogs), bicycles, skateboards, roller blades, scooters and golf carts are not permitted on the pool deck area inside any Amenity Center gates at any time.
12. ~~13.~~ The Facility Manager reserves the right to authorize all programs and activities (including the number of participants, equipment and supplies usage, etc.) conducted at the pool, including swim lessons and aquatic/recreational programs.
13. ~~14.~~ Any person swimming during non-posted swimming hours may be suspended from using the facility.
14. ~~15.~~ Proper swim attire (no cutoffs) must be worn in the pool.
15. ~~16.~~ No chewing gum is permitted in the pool or on the pool deck area.
16. ~~17.~~ For the comfort of others, the changing of diapers or clothes is not allowed poolside.
17. ~~18.~~ No one shall pollute the pool. Anyone who pollutes the pool will be liable for any costs incurred in treating and reopening the pool.
18. ~~19.~~ Radio controlled ~~water-raft~~ [watercraft](#) are not allowed in the pool area.
19. ~~20.~~ Pool entrances must be kept clear at all times.
20. ~~21.~~ No swinging on ladders, fences, or railings is allowed.
21. ~~22.~~ Pool furniture is not to be removed from the pool area.
22. ~~23.~~ Loud, profane, or abusive language is prohibited.
23. ~~24.~~ No physical or verbal abuse will be tolerated.
24. ~~25.~~ Tobacco products are not allowed in the pool/spa area.
25. ~~26.~~ Illegal drugs are not permitted.
26. ~~27.~~ Smoking or vaping on pool deck is prohibited.
27. ~~28.~~ The District is not responsible for lost or stolen items.
28. ~~29.~~ Chemicals used in the pool/spa may affect certain hair or fabric colors. The District is not responsible for these effects.
29. ~~30.~~ The Clubhouse pool, spa and deck area may not be rented at any time; however, access may be limited at certain times for various District functions, as approved by the Board and/or Facility Manager.

### **SPA RULES**

***NO LIFEGUARD ON DUTY -- BATHE AT YOUR OWN RISK***

1. All previous safety issues under pool rules apply to the spa.

2. All Children under the age of fifteen (15) must be accompanied by a responsible adult. No children under the age of five (5) may use the spa.
3. Maximum capacity: Seven (7) people.
4. No food or drinks are allowed to be consumed while in the pool/spa or at the wet deck which is 4' around the perimeter of the pool and spa.
5. Tobacco products are not allowed in the spa.
6. No aquatic apparatus or toys allowed at any time in spa.
7. Avoid drinking alcohol before using spa.
8. Do not use spa if ill. Pregnant women should consult a physician before using the spa.

### **SWIMMING POOL: THUNDERSTORM POLICY**

The Facility Manager will control whether swimming is permitted in inclement weather, and the pool facility may be closed or opened at his or her discretion.

### **FITNESS CENTER POLICIES**

**Eligible Users:** Patrons [and Guests](#) fifteen (15) years of age and older are permitted to use the fitness center during designated operating hours. No one under the age of fifteen (15) is allowed in the fitness center at any time without direct adult supervision.

**Food and Beverage:** Food is not permitted within the fitness centers. Beverages, however, are permitted in the fitness center if contained in non-breakable containers with screw top or sealed lids. Alcoholic beverages are not permitted. Smoking is not permitted in the fitness center.

1. Appropriate attire and footwear (Example: Fitness Footwear) must be worn at all times in the fitness center. Appropriate attire includes t-shirts, tank tops, shorts, and/or athletic wear (no swimsuits).
2. Each individual is responsible for wiping off fitness equipment after use using antiseptic wipes provided by the District.
3. ~~Use of All personal trainers is permitted in the District fitness centers. Personal trainers must be preapproved by the Facility Manager prior to personal training session~~ [must be certified and employed by the Amenity Management Company.](#)
4. Hand chalk is not permitted to be used in the fitness center.
5. Radios, tape players, MP3 players and CD players are not permitted unless they are personal units equipped with headphones.
6. No bags, gear, or jackets are permitted on the floor of the Fitness Center or on the fitness equipment use hooks provided by the Amenity Center.
7. Fitness equipment may not be removed from the fitness center. Weights must remain in the designated free weights area.

8. Please limit use of cardiovascular equipment to thirty (30) minutes and step aside between multiple sets on weight equipment if other persons are waiting.
9. Please be respectful of others. Allow other Patrons [and Guests](#) to also use equipment, especially the cardiovascular equipment.
10. Please replace weights to their proper location after use.

11. 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 and must be kept in designated area.
12. Any fitness program operated, established and run by the Facility Manager may have priority over other users of the District fitness centers.
13. Vaping in the fitness center is prohibited.

### GENERAL FACILITY RESERVATION POLICY

1. The Amenity Facilities may be rented by the following individuals/groups:
  - A. Lakeside Plantation Residents (includes both events held by the Resident and events sponsored by the Resident);
  - B. Lakeside Plantation Renters;
  - ~~C. Non-Resident Members;~~
  - C. ~~D.~~ Lakeside Plantation Homeowners Associations; and
  - D. ~~E.~~ Lakeside Plantation Community Clubs.
2. Staff will take reservations in advance for the Amenity Facilities. Reservations are on a first come, first served basis and can be made only in person at the Clubhouse by filling out a reservation form. Reservations must be made at least (thirty) 30 days in advance.
3. Reservations are available for up to ~~si~~six (6) hour increments for all facilities listed in the reservation policy.
4. Late arrivals or no shows: we will hold your reservation for ~~fi ft e e n~~fifteen (15) minutes past your scheduled start time before re-assigning the reservation time slot.
5. There are no personal "standing" reservations allowed for the facilities listed in the reservation policy.

### TENNIS FACILITY POLICIES

As a courtesy to other Patrons, we ask that all players please recognize and abide by these ~~rules and guidelines. Remember, not only is tennis~~policies. Tennis a lifetime sport, ~~it is also a game of sportsmanship,~~ proper etiquette and fair play.

#### ~~General Policies~~GENERAL POLICIES

1. ~~Proper tennis etiquette shall be adhered to at all times.~~The use of profanity, yelling or loud/disruptive behavior is prohibited.
2. Proper tennis shoes and clothing attire, ~~as determined by the Facility Manager, are~~ are always required ~~at all times while on~~at the courts. ~~Shirts must be worn at all times. After~~

~~tennis play, please clean your tennis shoes prior to heading towards the clubhouse~~tennis facility.

3. Following the rules of use of the courts, players are reminded to discard any used/unwanted balls, trash, paper cups, plastic bottles, etc. into receptacles provided on the courts. Remember to take any/all personal belongings (i.e., iPhone, tennis equipment, clothing, etc.)

~~3. Patrons may invite Guests for play, but shall accompany their Guests and register them properly.~~

- ~~a. Each Guest must check in at the Clubhouse to register, sign a liability waiver, and obtain a Guest Pass. Guest Passes are available to Residents, Non-Resident Members, and Tennis Members only.~~
- ~~b. Residents, Non-Resident Members, and Renters with membership privileges: Residents, Non-Resident Members, and Renters with membership privileges may invite up to three (3) Guests per household to a single court. Each Guest may play up to two (2) times per month without paying the Daily Guest Fee. For more frequent play, a Guest may either become a Tennis Member or purchase a Daily Guest Pass.~~
- ~~c. Tennis Members (non-residents): Tennis Members may invite one (1) Guest per week, and the Guest must purchase a Daily Guest Pass. Each Guest may play up to two (2) times per month. Any league play not associated with the District shall count against the number of times the Guest may play at the District's facilities.~~

4. No jumping over nets.

5. ~~Players must clean up after play. Players are responsible for the "grooming" of their court, including brushing and re-lining prior to the end of their court time, and for removing all trash and personal items, including "dead" balls, cups, plastic bottles, etc. The goal is to show common courtesy by leaving the court ready for play for Patrons who follow you.~~

4. 6. Court hazards or damages, such as popped line nails, need to be reported to the **Facility Manager or Tennis Professional for repair** Clubhouse office staff as soon as possible.

~~7. Persons using the tennis facility must supply their own equipment (rackets, balls, etc.).~~

5. ~~8. The tennis facility is for the play of tennis only.~~ Pets, roller blades, bikes, skates, skateboards, and scooters are prohibited at the tennis facility.

6. ~~9. Beverages are permitted at the tennis facility if they are contained in non-breakable containers with screw top or sealed lids. No food or glass containers are permitted on the~~ and remain off tennis courts:

7. Only chairs provided by the District can be used at the tennis courts and are to be used in the gathering area, and near the exit/entry gates of courts one and four.

~~10. Chairs are permitted only near the exit doors of courts 1 and 4, and may not block the exits. No chairs are permitted elsewhere on the tennis courts.~~

~~11. Lights at the tennis facility must be turned off after use.~~

8. ~~12. Guests~~ Children under the age of fifteen (15) are not allowed to use the tennis facility unless accompanied by a Patron an adult eighteen (18) years of age or older.

9. ~~13.~~ The tennis courts may be reserved by the District for District-sponsored events or functions.

~~14. If you find it necessary to "bump" other players (i.e. ask other players to move from a court they are playing on) when it is your turn to play:~~

10. If nearing the end of your court time and other players are expected to start playing on your court at a designated time, your court must be brushed, re-lined and be available for others by the beginning of their starting time.



- a) ~~Never attempt to enter someone else's court before your reservation time.~~
- b) ~~Never enter the court or distract players while others are in the middle of a point or game.~~

**GUEST POLICY**

- e) ~~Wait outside the court entrance and politely inform the players that you have a reservation time.~~
- d) ~~Allow players to finish out one more point, and then begin the player changeover for the court.~~
- e) ~~If you are bumped from a court and wish to continue play, please notify the Clubhouse office staff and they will do their best to get you on the next available court.~~

~~15. During peak season, players are encouraged to reserve courts in advance. Individual players may reserve courts in advance. Team captains may reserve courts up to one (1) week in advance. Tennis leagues may reserve courts up to six (6) months in advance. Clubhouse staff may deny these requests if court is booked already or an event planned for that time slot. Courts may be reserved for a maximum of two (2) hours, but players may continue play if other courts are available.~~

~~16. Players must finish game, brush court and exit court by the end of their session time.~~

1. Patrons may invite Guests to play tennis. All Guests must be registered in the office and always accompanied by the Patron.
  - a. Residents, Non-Resident Members, and Renters: May invite up to 3 Guests per day to a single court. For Guests who frequently play, those Guests may either become a Tennis Member or purchase a Daily Guest Pass.
  - b. Tennis Members: Tennis Members may invite one (1) Guest per day, and the Guest must purchase a Daily Guest Pass.
2. A fee of \$10.00 per Tennis Guest will be collected from the Patron or Tennis Guest at the time of registration. Patrons must always accompany their Tennis Guest.
3. Tennis Guests are encouraged to become Tennis Members if they play more than twice a week.
4. This Pay to Play policy and the limitation on Tennis Guests does not apply to registered Guests staying in a Resident or Renter's home located within the District for a period of time.
5. ~~17. Smoking or~~ vaping on tennis courts is prohibited anywhere in the tennis facility.
- ~~18. Dogs and other pets are prohibited on the tennis courts and elsewhere inside the tennis court fenced area.~~
6. The facility manager will control whether tennis is permitted in inclement weather, and the tennis courts may be closed or opened at their discretion.

#### **TENNIS COURTS: THUNDERSTORM POLICY**

The Facility Manager will control whether tennis is permitted in inclement weather, and the tennis courts may be closed or opened at their discretion.

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### **BASKETBALL FACILITY POLICIES**

1. Basketballs, if available, may be obtained from the Clubhouse office.
2. Proper basketball etiquette shall be always adhered to ~~at all times~~. The use of profanity or disruptive behavior is prohibited.
3. Proper basketball or athletic shoes and attire are required at all times while on the courts. Shirts must be worn.
4. The basketball facility is for the play of approved sports only. Pets, roller blades, bikes, skates, skateboards, and scooters are prohibited from use at the facility.
5. Beverages are permitted at the basketball facility if they are contained in non-breakable containers with screw top or sealed lids.
6. No chairs are permitted on the basketball courts.
7. Please clean up court after use.
8. Smoking or vaping on basketball courts is prohibited.
- ~~9. Patrons are permitted up to three (3) guests per day.~~
9. ~~10.~~ Children under fifteen (15) years of age must be supervised by an adult ~~Patron~~.

### **PICKLEBALL FACILITY POLICIES**

When not subject to a reservation, the pickleball courts are available on a first come, first served basis. It is recommended that Patrons desiring to use the pickleball courts check with the staff to verify availability. Use of a pickleball court is limited to one hour when others are waiting. If no one is waiting, play may continue.

As a courtesy to other Patrons, we ask that all players please recognize and abide by these rules and guidelines. Remember, not only is pickleball a lifetime sport, it is also a game of sportsmanship, proper etiquette and fair play.

1. Proper pickleball etiquette shall be adhered to at all times. The use of profanity, yelling or loud/disruptive behavior is prohibited.
2. Proper court shoes and attire, as determined by the Amenity Manager, are required at all times while on the courts. Shirts must be worn at all times.
3. Pickleball courts are for Patrons and Guests only. Patrons may invite Guests for play, but shall accompany their Guests and register them properly. ~~The limit is three (3) Guests per household to a single court.~~
4. No jumping over nets.
5. Players must clean up after play. This includes “dead” balls, Styrofoam cups, plastic bottles, etc. The goal is to show common courtesy by leaving the court ready for play for Patrons who follow you.
6. Court hazards or damages need to be reported to the Amenity Manager for repair.
7. No smoking or vaping on pickleball courts.
8. Persons using the pickleball facility must supply their own equipment except for a limited supply of rackets, balls, etc.
9. The pickleball facility is for the play of approved sports only. Pets, roller blades, bikes, skates, skateboards and scooters are prohibited at the pickleball facility.
10. No permanent boundary markers or lines may be placed on the courts, other than the existing lines.
11. Beverages are permitted at the facility if they are contained in non-breakable containers with screw top or sealed lids. No food or glass containers are permitted on the tennis courts.
12. No chairs, other than those provided by the District, are permitted on the pickleball courts.
13. Children under the age of fifteen (15) are not allowed to use the pickleball facility unless supervised by a Patron eighteen (18) years of age or older.

#### **BOCCE POLICIES**

1. Bocce equipment, if available, may be checked-out from the Clubhouse office.
2. Appropriate dress is required on the court; this includes no bare feet or cover-ups for swimwear.
3. Bocce balls should not be tossed or thrown outside of the court.
4. Players on the opposite end of the playing or thrower’s end should stand outside of the court walls. Sitting on the walls is permissible provided one’s legs are on the outside of the walls. Please report any loose boards, protruding nails, etc., to the staff.
5. Children under fifteen (15) years of age must be supervised by an adult ~~Patron~~ who understands the rules of the game.

~~6. Please brush the playing surface at conclusion of play.~~

6. ~~7.~~ The bocce courts may be reserved by the District for District-sponsored events or functions.

### **CARD ROOM AND BILLIARDS ROOM POLICIES**

1. Reservations for the card/billiards room can be made through the Facility Manager's office.
2. Many different card and billiard games are held at regularly scheduled times. Please contact the Clubhouse office for a list of scheduled activities. When group activities are scheduled, please be courteous of others. Random play is acceptable when the rooms are not scheduled for group activities.
3. The card/billiards room may be reserved by the District for District-sponsored events or functions.
4. Children under fifteen (15) years of age must be supervised by an adult ~~Patron~~.





## FISHING POLICY

Residents may fish from any District owned lake/retention pond within the Lakeside Plantation Community Development District. Please check with the Facility Manager for rules and regulations pertaining to fishing and for proper access points to these bodies of water. The District has a “catch and release” policy for all fish caught in these waters. No watercrafts of any kind are allowed in these bodies of water. Swimming is also prohibited in any of the waters.

## SUSPENSION AND TERMINATION OF PRIVILEGES

1. ~~(1)~~ Privileges at the Amenity ~~Center~~Facilities can be subject to suspension or ~~terminated~~termination by the Board of Supervisors if a Patron or a Patron’s family member or Guest:

- Submits false information on the application for a ~~pass~~fob.
- Permits unauthorized use of a ~~pass~~fob.
- Exhibits unsatisfactory behavior, deportment or appearance.
- Fails to abide by the ~~Rules and Policies~~District’s rules or policies established for the use of District’s facilities, including the Amenity Facilities Policies.
- Treats the District’s personnel or employees ~~of the facilities~~ in an unreasonable or abusive manner.
- Engages in conduct that is improper or likely to endanger the welfare, safety or reputation of the ~~Amenity Center~~District or its management.

2. ~~(2)~~ The District shall follow the following process for suspending or terminating the Amenity ~~center~~Facilities privileges of a Patron or a Patron’s family member or Guest:

a. First Offense: Verbal and Written warning by the ~~Amenity Center Staff~~Facility Manager and Suspension from the Amenity ~~Center~~Facilities for the remainder of the day on which the violation occurs.

b. Second Offense: Automatic suspension of all Amenity ~~Center~~Facilities privileges for one

~~(1)~~ (1) week from the commencement of the suspension, with the preparation by the Facility Manager ~~week from the commencement of the suspension, with the preparation by~~

~~Amenity Center Staff~~ of a written report to be signed by the Patron and filed in the Amenity ~~Center~~Facilities office.

- c. Third Offense: Suspension of all Amenity ~~Center~~Facilities privileges from the time the violation occurs to the next regular meeting of the Board of Supervisors. At said meeting, the record of all previous offenses will be presented to the Board for recommendation of ~~termination~~suspension of the Patron's privileges for one (1) calendar year. The length of the suspension or termination is in the discretion of the Board and may be for less than one year.

3. ~~(3)~~ Each offense shall expire one (1) year after such offense was committed, at which time the number of offenses on record for the Patron or Patron's family member or Guest shall be reduced by one (1). For example, if a Patron commits a first offense on February 1 and second offense on August 1, the Patron will have two (2) offenses on record until February 1 of the following year, at which time the first offense will expire and the second offense will thereafter be considered a first offense until it expires on the following August 1. The provisions of this Paragraph 3 shall not at any time serve to reduce any suspensions or terminations pursuant to Paragraph 2.c, above or Paragraph 4, below, which may have been imposed prior to the expiration of any offenses.

4. ~~(4)~~ Notwithstanding the foregoing, any time a Patron, or Patron's family member or Guest, is arrested for an act committed, or allegedly committed, while on the premises of the Amenity ~~Center~~Facilities, or violates these Policies in a manner that, in the discretion of the ~~Amenity Center Staff~~District Manager and/or Facility Manager upon consultation with one (1) Board member, justifies suspension beyond the guidelines set forth above, such Patron shall have all amenity privileges immediately suspended until the next Board of Supervisors meeting. At the Board meeting, the Board will be presented with the facts surrounding the arrest or violation and the Board may make a recommendation of suspension or termination of the Patron's privileges, which suspension or termination may include members of the Patron's household.

5. ~~(5)~~ Any suspension or termination of Amenity Center privileges may be appealed to the Board of Supervisors for reversal or reduction. The Board's decision on appeal shall be final.

**Lakeside Plantation CDD**  
Amenities Rates, Deposits & Fees

Law Implemented: ss. 190.011, 190.035, Fla. Stat. (2021)  
Effective Date: September 15, 2021

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In accordance with Chapter 190 of the Florida Statutes, and on ~~September~~June 15, ~~2021~~2022, at a duly noticed public meeting and after a duly noticed public hearing, the Board of Supervisors of the Lakeside Plantation Community Development District adopted the following rules. All prior rules / policies of the District governing this subject matter are hereby rescinded.

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1. **Introduction.** This rule addresses various rates, fees and charges associated with the Amenities Facilities owned and managed by the Lakeside Plantation Community Development District. All capitalized terms not otherwise defined herein have the definitions ascribed to them in the District’s Amenity Facilities Policies.

2. **Annual User Fee.** Any non-resident that pays the Non-Resident Annual User Fee shall be entitled to use the Amenity Facilities as set forth in the Amenity Facilities Policies. The Non-Resident Annual User Fee is equal to one-and-one-half times the highest operating and maintenance and debt service assessments added together, and such Non- Resident Annual User Fee shall include privileges for up to two people total. This payment must be paid in full at the time of completion of the Non-Resident application and the corresponding agreement. The Non-Resident Annual User Fee will cover membership to all Amenity Facilities for one (1) fiscal year, October 1<sup>st</sup> through September 30<sup>th</sup> of the following year (pro-rated if applicable). Each subsequent annual Non-Resident Annual User Fee shall be paid in full by October 1<sup>st</sup>. Such Non-Resident Annual User Fee may be increased, not more than once per year, by action of the Board of Supervisors, to reflect increased costs of operation of the Amenity Facilities. This membership is not available for commercial purposes.

3. **General Rates.** The following rates apply to usage of the Amenity Facilities:

Access <del>Cards</del> <u>Key Fobs</u>	Adopted Fee
First Two <del>Cards</del> <u>Fobs</u>	<del>Free</del> <u>Complimentary</u>
Each Additional or Replacement <del>Card</del> <u>Fob</u>	<del>\$10.00</del> <u>25.00</u>
Guest <del>Card</del> <u>Fob</u>	<del>\$10.00</del> <u>50.00</u> (refundable deposit <u>only</u> )
<u>Tennis Guest Fee</u>	<u>\$10.00 per day</u>

Rental Rates	Adopted Fee
Standard Rental of Great Room (maximum of 6 hours)	\$300.00
Standard Rental of Multi-Purpose Room / Library (minimum of 1 hour; maximum of 6 hours)	\$30.00/hour
Additional "Closing Charge" (if renter requires additional clean-up time after rental expires, or for events after 9:00 p.m.)	\$50/half hour
Fee for Access to Set-Up Rented Room before start of rental time	\$30.00/hour
Rental of Tables/Chairs without room rental	\$10.00/day for 1 table and 6 chairs; \$50 deposit

Tennis Membership

1 month	\$ 111.00
3 month	\$ 334.00
6 month	\$ 790.00
12 month	\$ 989.00
Daily	\$ 10.00

Adopted Fees Single Membership

Adopted Fees Family Membership

1 month	\$ 169.00
3 month	\$ 1004.00
6 month	\$ 1101.00
12 month	\$ 2000.00

**4. Resident Programs, Activities, Services and Goods Fees.** A wide variety of programs, activities, services and goods are offered by the District. The fees will be based on market rates, taking into account the nature of the program, activity, service or good, as well as the costs to the District in providing the same, all as determined by the Facility Manager in his or her sole discretion.

**5. Non-Resident Programs, Activities, Services and Goods Fees.** As set forth in more detail in the District's Amenity Facilities Policies, and as a general rule, only Patrons and Guests are authorized to use the District's Amenity Facilities and enroll in community programming. That said, where authorized by the District, Non-Residents may attend certain events or programs and purchase goods and services

of the District. Non- Residents participating in a program will pay the price of the program plus an additional

15%; however, they will not be required to pay the Non-Resident Annual User Fee. Non-Residents will pay for goods at the same prices as Patrons.

**6. Special Provisions for Rental Events.** The District may in its sole discretion require additional staffing, insurance, cleaning, or other service for any given event, and, if so, may charge an additional fee for the event equal to the cost of such staffing, insurance, cleaning, or service. Unless identified herein, no other amenities or facilities of the District may be rented.

**7. Rental by Homeowner's Associations.** Each Homeowner's Association serving the community within the District may be allowed to reserve the Great Room at no charge up to once per month (as space permits, and in the sole discretion of the Facilities Manager) and up to 12 months in advance, for the purpose of holding meetings of the Homeowner's Association. The District may limit or terminate a Homeowner's Association's right to use the Amenity Facilities at any time. Each Homeowner's Association shall execute any applicable rental forms and be responsible for, among other things, any damage to the Amenity Facilities occurring during any rental by the Homeowner's Association.

**8. Adjustment of Rates.** The Facility Manager has authority to establish fees within any ranges set forth herein. Further, the Board may adjust by resolution adopted at a duly noticed public meeting any of the fees set forth herein by not more than ten percent per year to reflect actual costs of operation of the amenities, to promote use of the Amenity Facilities, or for any other purpose as determined by the Board to be in the best interests of the District. The Board may also in its discretion authorize discounts.

**9. Prior Rules.** Any prior rules setting amenities rates are hereby rescinded to the extent such rules are in conflict with the rules set forth herein.

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

## LSPCDD Tennis Fee Budget Worksheet

		<u>Single FY2022</u>	<u>Year #2</u>	<u>Year #3</u>	<u>Year #4</u>	<u>Year #5</u>		
<b>1-month</b>	<u>1 month</u>	\$ <u>75.00</u>	\$ <u>77</u>	\$ <u>80</u>	\$ <u>82</u>	\$ <u>84</u>		
<b>3-month</b>	<u>3 month</u>	\$ <u>165.00</u>	\$ <u>170</u>	\$ <u>175</u>	\$ <u>180</u>	\$ <u>186</u>		
<b>6-month</b>	<u>6 month</u>	\$ <u>320.00</u>	\$ <u>330</u>	\$ <u>339</u>	\$ <u>350</u>	\$ <u>360</u>		
<b>12-month</b>	<u>12 month</u>	\$ <u>640.00</u>	\$ <u>659</u>	\$ <u>679</u>	\$ <u>699</u>	\$ <u>720</u>		
<b>Daily</b>	<u>Daily</u>	\$ <u>10.00</u>	\$ <u>10</u>	\$ <u>11</u>	\$ <u>11</u>	\$ <u>11</u>		
		<u>Family FY2022</u>	<u>Year #2</u>	<u>Year #3</u>	<u>Year #4</u>	<u>Year #5</u>		
<b>1-month</b>	<u>1 month</u>	\$ <u>150.00</u>	\$ <u>155</u>	\$ <u>159</u>	\$ <u>164</u>	\$ <u>169</u>		
<b>3-month</b>	<u>3 month</u>	\$ <u>315.00</u>	\$ <u>324</u>	\$ <u>334</u>	\$ <u>344</u>	\$ <u>355</u>		
<b>6-month</b>	<u>6 month</u>	\$ <u>630.00</u>	\$ <u>649</u>	\$ <u>668</u>	\$ <u>688</u>	\$ <u>709</u>		
<b>12-month</b>	<u>12 month</u>	\$ <u>1,200.00</u>	\$ <u>1,236</u>	\$ <u>1,273</u>	\$ <u>1,311</u>	\$ <u>1,351</u>		
	<u>allows 3% annual increase effective October 1 each year</u>							

<b>Summary report: Litera Compare for Word 11.2.0.54 Document comparison done on 7/26/2022 1:45:29 PM</b>	
<b>Style name:</b> Default Style	
<b>Intelligent Table Comparison:</b> Active	
<b>Original filename:</b> original - Amenity Policies and Fees Adopted September 2021.docx	
<b>Modified filename:</b> revised-Amenity Facilities Policies - Lakeside Plantation.docx	
<b>Changes:</b>	
<u>Add</u>	192
<del>Delete</del>	224
<del>Move From</del>	0
<u>Move To</u>	0
<u>Table Insert</u>	1
<del>Table Delete</del>	1
<u>Table moves to</u>	0
<del>Table moves from</del>	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
<b>Total Changes:</b>	<b>418</b>