

Mirabella Community Development District

Recreational Facilities Policies

(August 2021)

Definitions

“Board” – shall mean the District’s Board of Supervisors.

“District” – shall mean the Mirabella Community Development District.

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

“Guest” – shall mean any individual who is invited and must be accompanied to use the Recreational Facilities by a Resident, Non-Resident Member, or Renter.

“Non-Resident Member” – shall mean any individual not owning or renting property in the District who has paid the Non-Resident Annual User Fee to the District for use of the Recreational Facilities.

“Patron” – shall mean Residents, Guests, Non-Resident Members, and Renters, including and members of the households of any of the foregoing, who are eighteen (18) years of age and older.

“Recreational Facilities” – shall mean the properties and areas owned by the District intended for recreational use, including but limited to, the Pool, Playground, and Dog Park together with its appurtenant facilities and areas.

“Renter” – shall mean any tenant residing in a Resident’s home pursuant to a valid rental or lease agreement, or any person who rents certain portions or spaces of the Recreational Facilities for specified events pursuant to the approval of the District staff.

“Resident” – shall mean any person, spouse, or registered domestic partner of a person or family owning property within the District.

Enforcement of Policies

The Board, the District Manager, and any District staff shall have full authority to enforce these policies. However, the District 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 Patrons. Such a temporary waiver of any policy by the District Manager shall not constitute a continuous, ongoing waiver of said policy, and the District Manager reserves the right to enforce all of these policies at any time.

Use of Recreational Facilities at Your Own Risk

Patrons are welcome to enjoy the Recreational Facilities at their own risk and pursuant to the District’s rules and policies. The District does not provide on-site staff dedicated for the purpose of monitoring the use of the Recreational Facilities or safety of the Patron. The District will not accept responsibility for any injuries from the use of the Recreational Facilities or damage or theft of personal property.

Persons interested in using the Recreational Facilities are encouraged to consult with a physician prior to commencing a physical fitness program.

General Policies

1. The Board reserves the right to amend, modify, or delete, in part or in their entirety, these policies at a duly-noticed Board meeting. However, in order to change or modify rates or fees beyond any increases that may be specifically allowed for by the District's rules and regulations, the Board must hold a duly-noticed public hearing.
2. All Patrons shall abide by and comply with any and all federal, state and local laws and ordinances while present at or utilizing the Recreational Facilities and shall ensure that any minor for whom they are responsible also complies with the same.
3. All Patrons using the Recreational Facilities are expected to conduct themselves in a responsible, courteous, respectful, and safe manner, in compliance with all District policies, and rules governing the Recreational Facilities. Violation of the District's Policies and/or misuse or destruction of Recreational Facilities equipment may result in the suspension or termination of privileges with respect to the offending Patron in accordance with the policies set forth herein.
4. The Recreational Facilities is available for use by Patrons during normal operating hours to be established and posted by the District.
5. Patrons are responsible for any damage they or their Guests cause to District property and will be responsible for the costs associated with repairing the damage.
6. Patrons are responsible for any and all actions taken by any of their Guests. Violation by a Guest of any of these policies as set forth by the District could result in loss of the privileges and/or membership of that Patron.
7. All Patrons may be required to present a valid government issued identification card in order to gain access to the Recreational Facilities.
8. Vehicles must be parked in designated areas. Vehicles must 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 District Manager reserves the right to waive this parking restriction in the event overflow parking is needed for a large event.
9. Fireworks of any kind are not permitted anywhere at or in the Recreational Facilities or adjacent areas; however, notwithstanding this general prohibition, the Board may approve the use of fireworks over a body of water.
10. Only District contractors, vendors, or authorized personnel are allowed in the service areas of the Recreational Facilities.
11. Except for District contractors, vendors, or authorized personnel, no watercrafts of any kind are allowed in any District stormwater ponds.

Mirabella Community Development District
Recreational Facilities Policies

12. No swimming is permitted in any District stormwater ponds. Only catch and release is permitted in the ponds.
13. Audio or Video playing devices must be kept at reasonable volumes.
14. Off-road motorbikes/vehicles are prohibited on all property owned, maintained and operated by the District including, but not limited to, the Recreational Facilities.
15. No signage or advertisements shall be posted or circulated within the Recreational Facilities property or other District property.
16. The Recreational Facilities shall not be used for commercial purposes without written permission from 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.
17. The District Manager reserves the right to authorize all programs and activities, including the number of participants, usage of equipment and supplies etc., at the Recreational Facilities, except usage and rental fees that have been established by the Board. The District Manager also has the right to authorize management sponsored events and programs to better serve the Patrons, and to reserve any Recreational Facilities 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. Should the District be entitled to any of these revenues based on its established rental or usage fees, the District Manager will be required to compensate the District accordingly.
18. For any emergencies, please call 911. Afterwards please report all emergencies and injuries to the District Manager.

Designation of Renter to Use Resident’s Membership Privileges

1. Residents who rent or lease out their home shall have the right to designate the Renter of their home as the beneficial users of the Resident’s membership privileges for purposes of Recreational Facilities use.
2. 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 Recreational Facilities as a Resident. If the Resident does not designate the Renter as a beneficial user of the Resident’s membership privileges, the Renter will be required to pay the Non-Resident Annual User Fee to acquire a membership, unless that Renter is a Guest.
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 Recreational Facilities with respect to that membership.

Mirabella Community Development District
Recreational Facilities Policies

Pool Policies

1. There is no lifeguard on duty.
2. Children under the age of 15 years old must be supervised by a Patron.
3. No one should use the pool during inclement weather (especially when lightning is present).
4. Proper swimwear is required. Loose clothing, especially with strings, is prohibited.
5. Children under 3 years of age and those who are not reliably toilet trained, must wear rubber lined swim diapers and a swimsuit over the swim diaper.
6. No glass containers are permitted in the fenced pool area. No grills are allowed in the pool area.
7. No Food or Beverages are permitted in the pool or on the wet deck.
8. Patrons should shower before entering the pool.
9. Pool Furniture should not be removed from the fenced pool area or placed in the pool.
10. No profanity, harassment, diving, running, rough housing, chicken fighting, or horseplay is permitted.
11. No skates, skateboards, scooters, or bicycles are permitted within the fenced pool area.
12. No more than 7 total persons can be brought by any Patron household at any time.

Access Cards for the Use of the Pool

1. The District operates an access system for entry into the District's Pool to ensure that only Patrons and their Guests enjoy the pool.
2. The current owners of a home in the District will be issued 2 initial Access Cards at no charge. If the current owners sell their property, then they are to transfer their Access Card to the purchaser of their home by contacting the CDD or a board member . If no transfer is made, then the new owners may purchase an Access Card from the District for a non-refundable fee of \$25.00 per card.
3. Renters who have permission from the homeowner will be issued Access Cards with proof of a valid rental agreement and pay the \$25.00 non-refundable fee per Access Card.
4. There is a \$25.00 non-refundable fee to replace a lost Access Card or to purchase an additional Access Card. No more than 4 Access Cards (issued to those 18 years or older) may be held by any Patron's household at any time.
5. Under no circumstance should a Patron provide their Access Cards to another person to allow them to utilize the Pool. To obtain an Access Card, proof of residence (Driver's License, State ID, utility bill or a vehicle registration) is required.

Suspension and Termination of Privileges

1. **Violations.** The privileges of a Patron to use the Recreational Facilities may be suspended or terminated if the Patron engages in any of the following behavior:
 - a. Submits false information on any application for use of the Recreational Facilities.
 - b. Permits the unauthorized use of an Access Card.
 - c. Exhibits unsatisfactory behavior or appearance.
 - d. Fails to pay fees or assessments owed to the District in a proper and timely manner.
 - e. Fails to abide by any policies or rules established for the use of the Recreational Facilities.
 - f. Treats the District's supervisors, contractors, or other representatives, or other Patrons, in an unreasonable or abusive manner.
 - g. Damages or destroys District property.
 - h. Engages in conduct that is improper or likely to endanger the welfare, safety, harmony or reputation of the District, or its supervisors, staff, facility management, contractors, or other representatives, or other Patrons.

2. **Documentation of Violations.** The District Manager shall record all violations, including repeat violations, on written incident reports and shall include the date, time, name of the parties involved, and nature of the violation. The District Manager shall file such report with the District Manager within 24 hours of the incident. The District Manager shall maintain all records in accordance with public record laws.

3. **Suspension by the District Manager**
 - a. The District Manager may at any time suspend a Patron's privileges to use the Recreational Facilities for committing any of the violations outlined above.
 - b. The District Manager shall ask the Patron to leave the Recreational Facilities immediately and shall call local law enforcement for assistance if the Patron fails to comply with the request.
 - c. Such suspension shall be for a maximum period of 30 consecutive days.
 - d. In determining the length of any suspension, the District Manager, shall take into account the nature of the conduct and any prior violations.

4. **Appeal of Suspension**
 - a. A Patron subject to a suspension may appeal the suspension to the District's Board by filing a written request for an appeal, which written request shall be immediately sent to the District's Chairperson with a copy to the District Manager.
 - b. The filing of a request for an appeal shall not result in the stay of the suspension.
 - c. The District shall consider the appeal at its next Board meeting and shall provide reasonable notice to the Patron of the Board meeting where the appeal will be considered.
 - d. At that meeting, the Board shall allow the Patron to appear and present statements and/or evidence on the Patron's behalf, subject to any reasonable restrictions that the Board may impose.
 - e. The Board may take any action deemed by it in its sole discretion to be appropriate under the circumstances, including affirming, overturning or otherwise modifying the suspension, to address the appeal and any violations.

Mirabella Community Development District
Recreational Facilities Policies

- f. In determining the appropriate action to be taken, the Board shall take into account the nature of the violation and any prior violations.

5. Longer Suspension or Termination of Privileges by the Board.

- a. The District Manager may recommend to the Board, or the Board on its own initiative may elect to consider, a longer suspension or termination of a Patron's privileges for committing any of the violations.
- b. At least 15 days prior to any Board meeting where a longer suspension or termination is to be considered, the District shall send written notice of the meeting by United States mail to the Patron's last known address.
- c. Upon prior written request submitted by the Patron to the District at least 5 days prior to the meeting, the Board shall allow the Patron to appear at the meeting and present statements and/or evidence on the Patron's behalf, subject to any reasonable restrictions that the Board may impose.
- d. The Board may take any action deemed by it in its sole discretion to be appropriate under the circumstances to address the violations, including imposing a longer suspension or permanent termination of a Patron's privileges to use the Recreation Facilities.
- e. In determining the appropriate action to be taken, the Board shall take into account the nature of the violation and any prior violations.

- 6. **Trespass.** If a Patron subject to a suspension or termination is found on the premises, such Patron may be subject to arrest for trespassing.

Mirabella Community Development District

Incident Report

Date of Incident: _____ **Time of Incident:** _____ (am/pm)

Party Involved: _____ **Sex:** Male/Female

Is this person 18 years or older? Yes/No

If not, name of Parent or Guardian: _____

Mailing Address: _____

Was local law enforcement called? Yes/No

Description of what happened (include location):

Names, phone numbers, and addresses of who witnessed the incident:

Immediately Suspended: Yes/No

If yes, the reason: _____

Recommendation: _____

Name of Staff Member writing this report: _____

Signature of Staff Member writing this report: _____

Date: _____

**MIRABELLA
COMMUNITY DEVELOPMENT DISTRICT**

District Office ♦ 2005 Pan Am Circle ♦ Suite 300 ♦ Tampa, Florida 33607 ♦ (813) 873-7300 ♦ Fax (813) 873-7070

**CLUBHOUSE USAGE AGREEMENT
RELEASE OF LIABILITY AND INDEMNIFICATION**

1. **MIRABELLA COMMUNITY DEVELOPMENT DISTRICT** (hereinafter, the “District”) is the owner of the clubhouse and related facilities (hereinafter, the “facilities”), located within the Mirabella community in Hillsborough County, Florida.
2. The District, by its execution of this Agreement, has approved the use of the Facilities as described herein, subject to all applicable laws, rules and regulations, and subject to the District’s receipt of a \$50.00, for up to four (4) hours, which will include set up and clean up. A fee of \$25.00 per every additional (1) hour for any time over the (4) hour rental. Refundable security deposit in the amount of \$200.00 for RESIDENT users. All monies for rental fees and refundable security deposit need to be submitted by U.S. Bank Check at least 72 hours prior to the rental. The resident completing the rental agreement must be in attendance at the event, otherwise the non-resident rental rate will be charged and deducted from the security deposit.
3. Security deposit refunds are subject to an inspection of the facility after the event, as well as complete adherence to the “Clubhouse Rules” (**see and initial**) attached. Please make checks (two, separate) payable to MIRABELLA CDD.
4. The undersigned, _____, (the Applicant), has applied to the District to use the Clubhouse as follows:
Applicant Address: _____
Purpose: _____
Date of Event: _____ Phone: _____
Time of Event (ALL Events shall end by 11:00 p.m.): _____
Extra Hours Required (\$25.00 per every (1) hour: _____
Number of Attendees (NOT TO EXCEED 40): _____
5. The District has consented to the above use by the Applicant, its agents, employees and invitees.
6. In Consideration of the District’s permission to the Applicant, its agents, employees and invitees to use the Facilities, the Applicant, for itself, its agents, employees and invitees, and any person or entity claiming by or through them, releases, discharges and acquits the District, its agents or employees, for any and all claims for loss, damage or injury of any nature whatsoever to persons or property, including but not limited to personal injury or death, resulting in any way from, or in any fashion arising from, or connected with, the use of the Facilities. In whatever manner the loss, damage or injury may be caused and whether or not the loss, damage, injury or death may be caused, occasioned or contributed to by the negligence, sole or concurrent, of the District, its agents or employees; it being specifically understood and agreed that this release of liability applies to any and all claims for loss, injury, damage or death caused solely or partially by the negligence of the District, its agents or employees.

**MIRABELLA
COMMUNITY DEVELOPMENT DISTRICT**

District Office ♦ 2005 Pan Am Circle ♦ Suite 300 ♦ Tampa, Florida 33607 ♦ (813) 873-7300 ♦ Fax (813) 873-7070

7. As further consideration for the District's permission to the Applicant, its agents, employees and invitees to use the Facilities, the Applicant, for itself, its representatives and assigns, agrees to indemnify, defend and hold harmless the District, its agents and employees, from any and all claims for loss, damage, injury or death of any nature whatsoever to persons or property, including, but not limited to personal injury or death, resulting in any way from or in any fashion arising from or connected with the use of the Facilities, in whatever manner the loss, damage, injury or death may be caused, occasioned or contributed to by the negligence, sole or concurrent, of the District, its agents or employees.

8. Should any provision of this Agreement be declared or be determined by any court of jurisdiction to be illegal or invalid, the validity of the remaining parts, term or provision shall not be affected thereby and said illegal part, term or provision shall be deemed not part of this Agreement.

Applicant:

Signature

Print name

Date

**MIRABELLA COMMUNITY
DEVELOPMENT DISTRICT**

By: _____

As: _____

Date: _____

**MIRABELLA
COMMUNITY DEVELOPMENT DISTRICT**

District Office ♦ 2005 Pan Am Circle ♦ Suite 300 ♦ Tampa, Florida 33607 ♦ (813) 873-7300 ♦ Fax (813) 873-7070

CHECK PAYMENT FORM

*This form must be completed by **each person** issuing a check to Mirabella CDD in payment for clubhouse rentals, keys or any other products/services. A copy of the check issuer's driver's license or valid ID must be obtained **for each occurrence.***

DATE: ____/____/____

NAME OF ISSUER: _____

ADDRESS: _____

HOME PHONE: (____)____-_____

CELL PHONE: (____)____-_____

DRIVER LICENSE NUMBER: _____
(Attach copy of license)

PLACE OF EMPLOYMENT: _____

WORK PHONE: (____)____-_____

AMOUNT OF CHECK: \$_____

REASON FOR CHECK: _____

**MIRABELLA
COMMUNITY DEVELOPMENT DISTRICT**

District Office ♦ 2005 Pan Am Circle ♦ Suite 300 ♦ Tampa, Florida 33607 ♦ (813) 873-7300 ♦ Fax (813) 873-7070

RECREATION CENTER POLICIES

The Recreation Center (which does not include the pool area) will be available for rental by residents for a maximum of 6 hours unless otherwise approved by the District Manager. Rentals are on a first come, first serve basis, with **security deposit in place to reserve the date and time**. Rentals may begin as early as 9:00 a.m. and must terminate by 11:00 p.m.

Rental Fees and Security Deposits for residents are as follows:

- Resident Rentals: Security Deposit \$200.00; Rental Fee \$50.00 per four (4) hours – each hour over two will be an additional \$25.00 per every (1) hour.
- Only checks or money orders will be accepted for payment, made payable to Mirabella Community Development District
- Neighborhood events are not subject to the rental fees, but renters will be responsible for any damages to the facility. Neighborhood events must meet the following criteria:
 - The event provides a benefit to the community;
 - The event encourages socialization amongst the neighbors;
 - The event must be approved by the District Manager; and
 - The event sponsor or chairman will be responsible for any damages and for cleaning the facility.

Cancellation Policy: A 72 hour written notice required must be provided prior to event date. Without proper notice, rental fee is non-refundable. _____

1. All persons using the Recreation Center do so at their own risk. _____
2. Children under the age of twelve must be accompanied by an adult at all times while at the Recreation Center. _____
3. Alcohol is NOT permitted at the Recreation Center – presence of alcohol **AUTOMATICALLY FORFEITS SECURITY DEPOSIT (THERE WILL BE NO EXCEPTIONS)** _____
4. Glass beverage containers are NOT permitted at the Recreation Center. _____
5. Furniture shall NOT be removed from the Recreation Center at any time. _____
6. All equipment, furnishings and property of the District shall be found in the same condition after use of the Recreation Center. _____
7. It shall be the responsibility of any resident using the Recreation Center to remove food or other items. _____
8. Non-perishable items left in the Recreation Center after use will be kept for a period of “One Week.” Items not claimed by the end of that period will be discarded. _____
9. All persons using the Recreation Center shall obey the Hillsborough County Noise Ordinance and capacity limits as set by the Fire Marshall. _____
10. Glitter and Confetti are not allowed in Recreation Center _____
11. Residents wishing to reserve the Recreation Center shall contact District staff no later than two weeks preceding the date of intended reservation request. District staff will then review a list of policies and procedures for the reserved special event at the Recreation Center with the applicant. Use of the Recreation Center for parties or other group functions will require the execution of an indemnification agreement and a security deposit. _____

**MIRABELLA
COMMUNITY DEVELOPMENT DISTRICT**

District Office ♦ 2005 Pan Am Circle ♦ Suite 300 ♦ Tampa, Florida 33607 ♦ (813) 873-7300 ♦ Fax (813) 873-7070

12. Use of the Recreation Center is **STRICTLY** limited to the confines of the building and adjacent parking area. Use of pool is **STRICTLY PROHIBITED** and will result in the **FORFEITURE OF THE SECURITY DEPOSIT**. _____
13. Please respect all walls and surface areas of the Recreation Center as you would your own home: **DO NOT PLACE TAPE ON WALLS, PUT PUSH-PINS INTO WALLS, ETC.** _____
14. All surfaces are to be **thoroughly cleaned** upon the completion of the rental event before leaving the Recreation Center. Failure to thoroughly clean will result to **FORFEITURE OF THE SECURITY DEPOSIT**. The deposit or letter of explanation concerning the withholding of any funds shall be forwarded within 10 days. (Wipe all surfaces, tables, chairs; sweep and mop the entire floor area; remove all trash from clubhouse to dumpster – replace trash bags). **Note:** the CDD will do its best, but will not be obligated to provide brooms, etc. Renters must provide their own cleaning products and remove them at the conclusion of the event. _____
15. **ALL CLEANING MUST BE COMPLETED** and the Recreation Center locked up securely (all windows and doors) by 11 pm of the rental day; persons in the Recreation Center **AFTER** 11 pm will be considered as **TRESPASSING** and subject to arrest by patrolling legal entities (Security and/or Hillsborough County Sheriff's Office). _____
16. No person may use the Recreation Center in such a manner as to interfere with the rights, comforts, conveniences, or peaceful enjoyment of the adjoining areas within the community by other residents. Specifically, no person may use the center in such a manner that creates excessive noise, profanity, or boisterous action. _____
17. Approval of all events is subject to the discretion of the District Manager. The District Manager has within its sole discretion the authority to reduce or waive rental fees for community service functions and events. _____
18. Individuals reserving the center must sign a Facility Usage Agreement and Release of Liability and Indemnification Agreement in order to rent the center. _____
19. No pets shall be allowed at any time in the center with the exception of service animals as defined by Florida Statutes. _____
20. All exterior doors and windows must be closed when the air conditioning or heat is on and temperatures reset to original settings. _____
21. There is **NO SMOKING** allowed. Smoking in the Recreation Center will result in the **FORFEITURE OF THE SECURITY DEPOSIT**. _____
22. Call 911 in the event of an emergency. _____
23. Violations will be subject to suspension as deemed appropriate by the Board of Supervisors. _____

Applicant Signature

Applicant Printed Name

Date