

**REDHAWK HOMEOWNERS
ASSOCIATION, INC.**

Amenity Center Policies

(August 31, 2017)

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I. DEFINITIONS

“Amenity Center” – shall mean the properties and areas owned by the RedHawk Homeowners Association, Inc. and intended for recreational use and shall include, but not specifically be limited to, the amenity center, pool, and playground together with its appurtenant facilities and areas.

“Amenity Center Policies” or **“Policies”** – shall mean these Amenity Center Policies of RedHawk Homeowners Association, Inc., as amended from time to time.

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

“Board of Directors” or **“Board”** – shall mean the RedHawk Homeowners Association, Inc. Board of Directors.

“Community” – shall mean the Red Hawk Community located in Jacksonville, Florida.

“Community Manager” – shall mean any manager or management company hired by the Board to provide professional management services to the Community.

“Guest” – shall mean any individual who does not reside within the Red Hawk Community and who is invited to use the Amenity Center by a Resident.

“Homeowner” – shall mean any person, spouse or registered domestic partner who is the legal owner of a home

“Renter(s)” – shall mean any tenant residing in a home pursuant to a valid rental or lease agreement.

“Resident(s)” – shall mean any person, spouse or registered domestic partner of a person or family whose primary residence is located within the Red Hawk Community.

II. AMENITY CENTER ACCESS CONTROL DEVICES

- a. Access cards (or similar access control devices) will be issued to Residents of each home inside the Community upon closing of their home. There shall be a charge to replace lost, damaged, or stolen cards and/or for any additional card above the two (2) cards initially provided to Residents upon closing of their home.
- b. Residents will be required to sign a waiver of liability before being provided access cards for use of the Amenity Center.

III. RESIDENTS USE OF AMENITY CENTER

- a. Each Resident may use the Amenity Center without being required to pay an annual user fee and/or a rental fee. However, the Association may limit or terminate a Homeowner’s right to use the Amenity Center at any time.

- b. Any Resident who is under sixteen (16) years of age must be accompanied at all times while using the Amenity Center by a parent or guardian who is at least eighteen (18) years of age or older.
- c. Any Resident that uses the Amenity Center shall be responsible for the cost of repairing any damage to the Amenity Center caused by them or their guests during the use of the Amenity Center.

IV. GUEST POLICIES

- a. All Guests, regardless of age, must be accompanied by a Homeowner while using the Amenity Center. All Guests under sixteen (16) years of age must also be accompanied at all times while using the Amenity Center by a parent or guardian who is at least eighteen (18) years of age or older.
- b. Residents are responsible for any and all actions taken by their Guests. Violation by a Guest of any of these Policies could result in loss of that Resident's right to use the Amenity Center.

V. RENTER'S PRIVILEGES

- a. Residents who rent or lease out their residential unit(s) in the Community shall have the right to designate to the Renter(s) of their residential unit(s) as the beneficial users of the Resident's Amenity Center use privileges.
- b. In order for the Renter(s) to be entitled to use the Amenity Center, the Homeowner must notify the management company of their designation of their Amenity Center use privileges to the Renter(s). 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 Center as the Homeowner during the term of their lease.
- c. Renters shall be subject to all rules and regulations as the Board may adopt from time to time.

VI. GENERAL FACILITY PROVISIONS

- a. 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, while the Board is under Declarant's control (as defined in the Covenants, Conditions & Restrictions), the Board may amend, modify or delete, in part or in their entirety, these policies as they deem fit.
- b. Dogs and all other pets (with the exception of service animals) are not permitted in the Amenity Center. In the event that a special event is held, as previously approved by the Community Manager, and dogs are permitted at the Amenity Center as part of the special event, they must be leashed. All pet owners 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 users of the Amenity Center.
- c. Vehicles must be parked in designated areas. Vehicles 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.

- d. Fireworks of any kind are not permitted anywhere at or on the Amenity Center or adjacent areas.
- e. Only Community employees or contractors are allowed in the service areas of the Amenity Center.
- f. Users of the Amenity Center must present their access cards upon request by Community employees or contractors of the Community.
- g. The Board, Community Manager and Community staff shall have full authority to enforce these policies. However, the Community Manager shall have the authority to waive strict application of any of these Policies when prudent, necessary, or in the best interest of the Community and its Residents. Such a temporary waiver of any policy by the Community Manager shall not constitute a continuous, ongoing waiver of said policy, and the Community Manager reserves the right to enforce all of these policies at any time he or she sees fit.
- h. All lost or stolen access cards should be reported immediately to the Community Manager. A fee will be assessed for any replacement cards as set forth herein.
- i. Smoking and vaping are not permitted at any area of the Amenity Center including restrooms.
- j. Disregard of the Policies may result in expulsion from the Amenity Center and/or loss of Amenity Center privileges in accordance with the procedures set forth herein.
- k. Pool rules that are posted in the appropriate area must be observed by all Residents and Guests
- l. User of the Amenity Center shall treat all staff members with courtesy and respect.
- m. Off-road motorbikes/vehicles are prohibited on all Amenity Center property owned, maintained and operated by the Association.
- n. Skateboarding, scooters, and bicycles are not allowed inside Amenity Center facilities at any time.
- o. The Amenity Center shall not be used for commercial purposes without written permission from the Community Manager. The term “commercial purposes” shall mean those activities which involve, in any way, the provision of goods or services for compensation or advertising.
- p. Firearms or any other weapons are prohibited in the Amenity Center in accordance with Florida law.
- q. The Community Manager reserves the right to authorize all programs and activities, including the number of participants, equipment and supplies usage, facility reservations, etc., at the Amenity Center, except usage and rental fees that have been established by the Board. The Community Manager also has the right to authorize management-sponsored events and programs to better serve the Residents, and to reserve any Amenity Center 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.

- r. 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 the Amenity Center.
- s. All Residents and Guest shall abide by and comply with any and all federal, state and local laws and ordinances while present at or utilizing the Amenity Center, and shall ensure that any minor for whom they are responsible also complies with the same.
- t. There shall be no longer term or overnight parking in the Amenity Center parking lot unless the owner of vehicle notifies the Community Manager and obtains a 24-hour parking pass.
- u. Public displays of affection, which in the discretion of the Community Manager are inconsistent with the family-oriented nature of the Amenity Center are prohibited.

VII. LOSS OR DESTRUCTION OF PROPERTY OR INSTANCES OF PERSONAL INJURY

- a. Each Resident using the Amenity Center assumes sole responsibility for his or her property. The Association, Association hired contractors, and / or Community Manager shall not be responsible for the loss or damage to any private property used or stored at the Amenity Center.
- b. Resident shall be liable for any property damage and/or personal injury at the Amenity Center or at any activity or function operated, organized, arranged or sponsored by the Association or its contractors, which is caused by the Resident or the Resident's family member(s) or Guest(s). The Association 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 Resident, the Residents family member(s), or Guest(s).
- c. Any Resident, Guest or other person who, in any manner, makes use of or accepts the use of any apparatus, appliance, facility, privilege or service whatsoever owned, leased or operated by the Association or its contractors, or who engages in any contest, game, function, exercise, competition or other activity operated, organized, arranged or sponsored by the Association, either on or off the Amenity Center' premises, shall do so at his or her own risk, and shall hold the Amenity Center's owners, the Board of Directors, Association employees, Association representatives, Association contractors and Association 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 Association, or their respective operators, supervisors, employees, representatives, contractors or agents. Any Resident shall have, owe, and perform the same obligation to the Association and its 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 family member or guest of such Resident.

VIII. SERVICE ANIMAL POLICY

- a. Dogs or other pets (with the exception of "Service Animal(s)" trained to do work or perform tasks for an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability) are not permitted within any Association-owned public accommodations including, but not limited to, the Amenity Center. A Service Animal

must be kept under the control of its handler by leash or harness, unless doing so interferes with the Service Animal's work or tasks or the individual's disability prevents doing so. The Association may remove the Service Animal under the following conditions:

1. If the Service Animal is out of control and the handler does not take effective measures to control it;
 2. If the Service Animal is not housebroken; or,
 3. If the Service Animal's behavior poses a direct threat to the health and safety of others.
- b. The Association is prohibited from asking about the nature or extent of an individual's disability in order to determine whether an animal is a Service Animal or pet. However, the Association may ask whether an animal is a Service Animal required because of a disability and what work or tasks the animal has been trained to perform.

IX. GENERAL AMENITY CENTER USAGE POLICY

- a. All Residents and Guests using the Amenity Center are expected to conduct themselves in a responsible, courteous and safe manner, in compliance with all Association policies and rules governing the Amenity Center. Violation of the Amenity Policies and/or misuse or destruction of Amenity Center equipment may result in the suspension or termination of Association's Amenity Center privileges with respect to the offending Resident in accordance with Association's Policies set forth herein.
1. *Hours:* The Amenity Center is available for use by Residents from dawn until dusk.
 2. *Emergencies:* After contacting 911 if required, all emergencies and injuries must be reported to the Community Manager (877-221-6919 or customerservice@evergreen-lm.com).
 3. *Association Equipment:* Any Resident or Guest utilizing Association equipment is responsible for said equipment. If, as a result of the use of the equipment it is damaged, missing pieces or is in worse condition than when it was when usage began, that Resident will be responsible to the Association for any cost associated with repair or replacement of the equipment.

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

X. GENERAL SWIMMING POOL RULES

NO LIFEGUARD ON DUTY – SWIM AT YOUR OWN RISK

- a. Pool hours shall be dawn to dusk.
- b. The swimming pool bathing load shall be 28 persons.

- c. The use of the swimming pool and wet deck shall be at Resident's own risk.
- d. The pool and wet deck are for Residents and Guests only.
- e. All Residents and Guests are required to shower before entering the pool.
- f. Food and beverages are prohibited in the pool and on the wet deck.
- g. An adult or guardian must accompany children under the age of sixteen (16) at all times during their use of the pool and wet deck.
- h. No glass, animals, skateboards, roller blades, bicycles, scooters are permitted within the fenced area of Amenity Center.
- i. No rafts, floats, or climb-on toys are permitted in the pool.
- j. Residents should not swallow the pool water.
- k. Alcohol, smoking and vaping is strictly prohibited inside the pool area at the Amenity Center.
- l. Residents and their Guests are required to clean up the pool area after each use.
- m. Amenity Center patio furniture shall not be placed in the pool.
- n. No pushing, running, throwing any item or other horseplay is allowed in the pool or on the pool deck area.
- o. Diving is prohibited.
- p. Radios, tape players, CD players, MP3 players, televisions or other electronic devices used to play music or other form of entertainment are not permitted unless they are personal units equipped with headphones or for scheduled activities such as water aerobics classes.
- q. 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. No children wearing diapers shall be permitted in the community pool.
- r. Any person swimming during non-posted swimming hours may be suspended or terminated from using the facility.
- s. Proper swim attire (no cutoffs) must be worn in the pool.
- t. No chewing gum is permitted in the pool or on the pool deck area.
- u. For the comfort of others, the changing of diapers or clothes is not allowed poolside.
- v. No one shall pollute the pool. Anyone who pollutes the pool will be liable for any costs incurred in treating and reopening the pool.

- w. Radio controlled water craft are not allowed in the pool or the pool area.
- x. Pool entrances must be kept clear at all times.
- y. No swinging on ladders, fences, or railings is allowed.
- z. Loud, profane, or abusive language is prohibited.
- aa. No physical or verbal abuse will be tolerated.
- bb. Chemicals used in the pool may affect certain hair or fabric colors. The Association is not responsible for these effects.

XI. SWIMMING POOL THUNDERSTORM POLICY

- a. Swimming is prohibited during inclement weather. Residents and Guests should vacate the pool immediately upon the first sound of thunder or sign of lightening in the area.

XII. PLAYGROUND POLICIES

- a. The Association provides a playground for Residents and their Guests to enjoy with their children. The following guidelines apply:
 - 1. Residents and their Guests are using the playground at their own risk.
 - 2. The playground is intended to be used by children twelve (12) years of age and under.
 - 3. Adult supervision (eighteen years and older) is required for children under the age of twelve (12). Children must remain in the sight of parents/guardians. All children are expected to play cooperatively with other children.
 - 4. Proper footwear is required and no loose clothing especially with strings should be worn.
 - 5. No food, drinks or gum are permitted at the playground.
 - 6. No pets of any kind are permitted at the playground.
 - 7. No glass containers are permitted at the playground.
 - 8. No jumping off from any climbing bar or platform.
 - 9. Profanity, rough-housing, and disruptive behavior are prohibited.
 - 10. If anything is wrong with the equipment or someone gets hurt, notify the Association immediately.

XIII. FISHING & BOATING POLICY

- a. Residents may not fish from owned lake/retention pond within the Association. No watercrafts of any kind are allowed in these bodies of water except for small remote-

controlled boats intended for recreational purposes. Swimming is also prohibited in any of the Association owned ponds and lakes.

XIV. SUSPENSION AND TERMINATION OF PRIVILEGES

- a. Introduction.** This rule addresses the suspension and termination of Resident privileges to use the Amenity Center.
- b. Violations.** A Resident and Guest's right to use the Amenity Center may be suspended or terminated if the Resident engages in any of, but not limited to, the following behavior:
1. Submits false information on any application for use of the Amenity Center;
 2. Permits the unauthorized use of any Amenity Center access card;
 3. Exhibits unsatisfactory behavior, deportment or appearance;
 4. Fails to pay assessments owed to the Association in a proper and timely manner;
 5. Fails to abide by any policies or rules established for the use of the Amenity Center;
 6. Treats the Community Manager, staff, facility management, contractors, or other representatives, or other Residents, or Guests in an unreasonable or abusive manner;
 7. Damages or destroys Association property; or
 8. Engages in conduct that is improper or likely to endanger the welfare, safety, harmony or reputation of the Association, or its supervisors, staff, facility management, contractors, or other representatives, Guests, or other Residents.
- c. Reporting of Violations.** For all offenses outlined in Section XIV(b) above, the Community Manager shall create a written report of the incident and such report will be mailed to the offending Resident and kept on file with the Community.
- d. Suspension or Termination by the Association.** The Association may restrict or suspend, for cause or causes described under Section XIV(b), any Residents privileges to use the Amenity Center. By way of example, and not as a limitation, the Association may suspend a Resident's privileges to use the Amenity Center if such Resident fails to pay Assessments due in connection with a leased home. In addition, the Association may suspend the rights of a particular Resident (and/or immediate family member) or prohibit a Resident (and/or immediate family member) from using a portion of the Amenity Center. No Resident whose privileges have been fully or partially suspended shall, on account of any such restriction or suspension, be entitled to any refund or abatement of Assessments or any other fees. During the restriction or suspension, Assessments shall continue to accrue and be payable each month. Under no circumstance will an Owner be reinstated until all Assessments and other amounts due to the Association are paid in full. Any suspension of an Residents rights to use the Amenity Center shall be imposed after fourteen (14) days notice to such Resident and an opportunity for a hearing before a committee of the Committee which is comprised of three (3) members who are not officers, directors, or employees of the Association, or the spouse, parent child, brother, or sister of an officer, director, or employee of the Association. Such suspension may not be imposed without the approval of a majority of the members of such committee. If the Association imposes a suspension, the

Association must provide written notice of such suspension by mail or hand delivery to the Resident.

- e. **Trespass.** If a Resident or Residents Guest subject to a suspension or termination is found on the Amenity Center premises, such Resident will be subject to arrest for trespassing.