

RESOLUTION 2018-04

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF
THE HEMINGWAY POINT COMMUNITY
DEVELOPMENT DISTRICT ADOPTING THE POOL
FACILITY RULES AND REGULATIONS; ADOPTING
FEES AND CHARGES RELATED TO MEMBERSHIP; AND
PROVIDING FOR AN EFFECTIVE DATE**

WHEREAS, the Hemingway Point Community Development District (the "District") is a local unit of special purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated in unincorporated Miami-Dade County, Florida; and

WHEREAS, the District is the owner of the pool facilities and cabana and the real property upon which it is situated, which property is more particularly described as Tract C of Hemingway Point Plat, as recorded at Plat Book 169, Page 46 in the Public Records of Miami-Dade County, Florida, Folio No. 30-6925-016-3240 (the "Pool Facility"); and

WHEREAS, pursuant to Section 190.011, Florida Statutes, the District is authorized to adopt and modify rules, regulations, and rates pursuant to the provisions of Chapter 120, Florida Statutes, prescribing the conduct of the business of the District; and

WHEREAS, Section 190.035, Florida Statutes, authorizes the District to prescribe, fix, establish, modify, and collect rates, fees and other charges for facilities and services furnished by the District; and

WHEREAS, the District Board has determined that is necessary to adopt those certain Hemingway Point CDD Pool Facility Rules and Regulations, as well as certain rates, fees and charges pertaining to membership of the Pool Facility or a portion thereof, and such other fees as provided herein; and

WHEREAS, the District has complied with the provisions of Chapter 120, Section 190.011, and Section 190.035, and has conducted a public hearing to address the adoption of the Hemingway Point CDD Pool Facility Rules and Regulations and the Fees and Charges, as contemplated herein; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE HEMINGWAY POINT COMMUNITY DEVELOPMENT DISTRICT, THAT:

Section 1. The foregoing recitals are hereby incorporated as the findings of fact of the District Board of Supervisors.

Section 2. The Hemingway Point Community Development District Pool Facility Rules and Regulations, a copy of which is attached hereto and incorporated herein as Exhibit "A" (the "Pool Facility Rules") are hereby adopted.

Section 3. The following fees, in conjunction with the Pool Facility Rules, are hereby adopted:

Annual Membership Fee	\$480.00
Evidence of Membership Fee	Cost to the District, plus 10%

Section 4. The District Manager shall include the Pool Facility Rules, as amended from time to time, in the Official Records of Proceeding of the District, and shall post the same on the District's website.

Section 5. The District Manager is hereby directed to take all actions consistent with this Resolution.

Section 6. All Resolutions or parts of Resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 7. If any clause, section or other part or application of this Resolution is held by a court of competent jurisdiction to be unconstitutional or invalid, in part or as applied, it shall not affect the validity of the remaining portions or applications of this Resolution.

Section 8. This Resolution shall take effect immediately upon adoption.


PASSED AND ADOPTED in Public Session of the Board of Supervisors of the Hemingway Point Community Development District, this **27th day of June, 2018.**

Attest:

**HEMINGWAY POINT COMMUNITY
DEVELOPMENT DISTRICT**



Secretary/Assistant Secretary



Chair
Board of Supervisors

EXHIBIT "A"

**HEMINGWAY POINT
COMMUNITY DEVELOPMENT DISTRICT**

**POOL FACILITY
RULES AND REGULATIONS**

Adopted June 27, 2018 (Resolution 2018-04)

HEMINGWAY POINT COMMUNITY DEVELOPMENT DISTRICT

POOL FACILITY

RULES AND REGULATIONS

The Hemingway Point Community Development District ("**District**"), as owner of swimming pool, pool deck, and cabana, as well as the real property identified as Tract C, Hemingway Point Plat, as recorded at Plat Book 169, Page 46 in the Public Records of Miami-Dade County, Florida, Folio No. 30-6926-016-3240 (collectively, the "Pool Facility"), adopts these Pool Facility Rules and Regulations (the "Rules and Regulations" or the "Rules"). The rights and obligations of each user of Pool Facility are set forth in these Rules and Regulations.

1.0 Membership.

1.1 Members. Every Owner (other than an Owner who has leased his or her Home to a Lessee) and every Lessee shall be a Member; provided, however, for the purposes of Membership, there shall be only one Owner or Lessee per Home. A person shall continue to be a Member until he or she ceases to be an Owner or ceases to be a Lessee legally entitled to possession of a rental Home. Once an Owner leases a Home, only the Lessee shall be entitled to exercise the privileges of a Member with respect to such Home.

1.2 Lessees. "Lessee" shall mean the lessee named in any written lease respecting a Home who is legally entitled to possession of any rental Home within the boundaries of the District and who has obtained the prior approval of the Hemingway Point Homeowners Association, Inc. (the "Association"). If there is more than one Lessee of a Home, only one of the persons occupying the Home shall be considered a Member. A Lessee may not exercise his or her rights as a Member until the lease of a Home has been submitted to and approved by the Association. The Association shall provide the District with written notification of approval of each Lessee and shall further furnish an updated list of Lessees to the District, at a minimum, on a quarterly basis. An Owner who has leased his or her Home will not have membership rights at any time during the term his or her Home is leased.

1.3 Expiration of Lease. A Lessee's status as a Member will terminate upon the earlier of the expiration of the lease or termination of Lessee's rights of occupancy under such lease. The Owner shall notify the Property Manager of the Association and the District Manager of the District in writing of the expiration of the lease or termination of Lessee's rights of occupancy under such lease, absent which the Owner shall not be deemed a Member.

1.4 Annual Members. Annual memberships shall run from the date of acceptance of an application for membership by the District Manager until the end of the District's fiscal year, which runs from October 1st through September 30 of the following year. Annual membership renewals shall run from the beginning of the renewal fiscal year, October 1st through September 30 of the following year. Annual membership fee shall be payable by the Annual Member in advance of the District's fiscal year, which shall be prorated for applications accepted during Fiscal Year 2018/2019. Annual Members do not have to reside within, own or lease any property within Hemingway Point. The annual membership fee shall be **\$480.00** per year.

1.5 Immediate Family Members. Immediate Family Members shall mean the spouse of the Member or Annual Member, and all unmarried children of either under the age of twenty-two (22) years of age and up to two (2) family members related to a Member by birth, adoption, or marriage and who reside at the same Home as the Member or at the same residence as the Annual Member. If a Member or Annual Member is unmarried, he or she may designate one (1) person who is living with such Member or Annual Member as an adult Immediate Family Member. By way of example, if a Member is single and her twelve-year-old daughter and her mother live with such Member, the Member may designate her mother as an Immediate Family Member. If a Member is single and lives with his father and mother in a Home, the Member may designate both his father and mother as an Immediate Family Member. Notwithstanding the foregoing, a minor or person shall not qualify as an Immediate Family Member unless such person is living with the Member or Annual Member. Notwithstanding the foregoing, a minor who only lives with an adult parent Member during part of the year because of divorce, service in the Armed Services, or pursuit of educational opportunities at an institution of higher learning shall be deemed an Immediate Family Member.

1.5 Guests. Up to four (4) guests may be permitted to enter the Pool Facility, but all guests shall be accompanied at all times by a Member, Annual Member, or an Immediate Family Member who is sixteen (16) years of age or older.

1.6 Caregivers. A caregiver or other person who provides medical, nursing or child care to a Member, Annual Member or Immediate Family Member while within the Pool Facility will be permitted to access the Pool Facility in the company of the Member, Annual Member, or Intermediate Family Member to provide caregiver services while that person is using the Pool Facilities. Such caregiver is not permitted to utilize the Pool Facility other than to accompany the person or persons under their care. Only one person per household shall serve as a Caregiver with access to the Pool Facility at any one time.

1.7 Evidence of Membership. At the option of the District Board of Supervisors (the "Board"), one or more Membership Cards, FOBs, access cards, or other Evidence of Membership may be issued to Members, Annual Members, or Immediate Family Members who are sixteen (16) years of age or older. If issued, the following requirements shall apply:

1.7.1 Requirement to Evidence of Membership. Evidence of Membership shall be presented when requested by the District Manager, Property Manager, Pool Monitor, or their respective designees when requested for use of the Pool Facility or any portion thereof. There shall be **NO EXCEPTIONS** to this rule.

1.7.2 Transfer of Evidence of Membership. Membership Cards FOBs, access cards, or other Evidence of Membership are not transferable. A Membership Card, FOB, access card, or other Evidence of Membership may not be used by any person other than the person to whom it is issued. Any evidence of misuse will result in surrender of the pass and removal of the user from the Pool Facility with suspension of members for up to thirty (30) days.

1.7.3 Lost Evidence of Membership. The District Manager or the Property Manager shall be notified in writing of a lost or stolen Membership Card, FOB, access card, or other Evidence of Membership. The replacement fee for such Evidence of Membership Card shall be established from time to time by the Board. If an unauthorized person uses the Evidence of Membership issued by the Board, the Member shall be liable and responsible for any loss, damage, or expense resulting from such unauthorized use.

1.7.4 Fee for New or Replacement Evidence of Membership. The fee for any new or replacement Evidence of Membership shall be equal to the cost incurred by the District for each Evidence of Membership plus an administrative charge of ten (10%) percent.

2.0 The Pool Facility

2.1 Pool Facility Rules. The Pool facility Rules and Regulations are available for inspection at the Property Management Office, the District Management Office, and are available on the District's website at www.cddsites.com/hemingway.htm. Before using the Pool Facility, Members, Annual Members, Intermediate Members, and their guests should become familiar with and observe all Pool Facility Rules. The Board may implement supplemental or additional policies respecting the use of the pool and from time to time. The District Manager, the Property Manager, and their respective designees shall have reasonable discretion to monitor the Pool Facility to maintain proper order and the safe and healthy use of the Pool Facility.

2.2 Special Functions and Parties. The Pool Facility may never be used for private functions, as required by the Florida Administrative Code, Rule 64E-9.

2.3 Alcoholic Beverages. No person may possess, enter or leave the Pool Facility with any alcoholic beverage. It is the intent of these Rules that the possession or consumption of alcoholic beverages at or within the Pool Facility is prohibited.

2.4 Smoking. Smoking, including cigar and pipe smoking, vaping, and the use of smokeless tobacco, is not permitted within any part of the Pool Facility.

2.5 Minors. Minors sixteen (16) years and older are permitted to use the Pool Facility without adult supervision. Minors sixteen (16) years of age and older may use the swimming pool, provided, however, that parents shall be responsible for the actions and safety of such minors and any damages to the equipment, appurtenances, or any portion of the Pool Facility caused by such minors. Minors under sixteen (16) years of age are not permitted to use the pools without adult supervision. Members and Annual Members are responsible for their minor guests and parents are responsible for the actions and safety of such minors and any damages to the pools caused by such minors. Notwithstanding the foregoing, if minors use the Pool Facility without adult supervision, neither the District nor the Association is liable for the actions of such minors. For purposes of these Rules, an adult is an individual eighteen (18) years of age or older.

2.6 Hours of Operation. The Pool Facility shall be open from dawn to dusk unless scheduled hours of operation, as determined by the Board, are otherwise posted at the Pool Facility. No person shall be permitted to use the Pool Facility other than during such hours of operation.

2.7 Advertisements and Pamphlets. Commercial advertisements, private announcements, pamphlets, and solicitations of any kind shall not be posted or circulated within or at the Pool Facility without the prior written approval of District Manager.

2.8 Bikes and Skates. No skates, in-line skates, skateboards, bikes, or similar items may be utilized within the fenced area of the Pool Facility at any time. All bikes must be stored outside the fenced area of the Pool Facility. Notwithstanding the foregoing, any bikes left within the Pool Facility are stored at such person's own risk.

2.9 Abuse at Pool Facility. Persons using the Pool Facility shall not abuse any of the other Members, Annual Members, Intermediate Members, any approved guests, or vendors, verbally or otherwise.

2.10 Pets. No pets (except for those defined as service dogs under Florida law and assisting persons with disabilities) are permitted on any portion of the property comprising the Pool Facility including, without limitation, the pool area and any other areas surrounding the Pool Facility.

2.11 Furniture at the Pool Facility. All persons using pool furniture must cover the furniture with a towel when using suntan or sunscreen lotions. The use of these lotions could stain or damage the furniture. Damage caused by such products must be repaired by the responsible user.

2.12 Showers. Showers are required prior to entering the swimming pool to remove all suntan and sunscreen oils and lotions.

2.13 Restrictions. Glass objects and sharp objects are not permitted within the fenced area of the Pool Facility containing the swimming pool and the pool deck. Food or

beverages shall not be brought into this pool area. Running, ball-playing, the throwing of objects, and noisy or hazardous activity will not be permitted in this pool area. Pushing, dunking, and dangerous games are prohibited. Dive masks, swim goggles, and snorkel tubes may be utilized in the swimming pool. No diving is permitted in the swimming pool. The throwing of any object is not permitted at any time within the swimming pool or pool area.

2.14 Attire. All swimmers must wear appropriate swimming attire. Thongs, cut-offs and shorts are not considered appropriate swimwear. Long hair should be tied up or placed in a bathing cap. Children under three (3) years of age, and those individuals who are not reliably toilet-trained must wear rubber-lined swim diapers, as well as a swimsuit over the swim diaper, to reduce health risks associated with human waste in the pools and adjacent deck areas.

2.15 Radios and Compact Disk Players. Radios, iPods, mobile phones, Bluetooth speakers, MP3 Players, compact disk players, tape players and similar audio or video devices may only be used with earphones.

2.16 Trash. All persons using the Pool Facility are urged to cooperate in keeping the Pool Facility clean by properly disposing of towels, cans, and all other trash. Notwithstanding the foregoing, all cigarettes must be extinguished and properly disposed of prior to entering the Pool Facility.

3.0 Responsibility for Personal Property and Persons.

3.1 Personal Property. Each person using the Pool Facility assumes sole responsibility for the health, safety, and welfare of such person, his or her Immediate Family Members, and guests, and the personal property of all the foregoing. Any personal property or items left unattended shall be considered abandoned and will be removed for disposal. Neither the District nor the Association shall be responsible for any loss or damage to any personal property used or stored on the Pool Facility. Without limiting the foregoing, any person parking a vehicle within or at the approved parking areas or otherwise or parking or leaving a bike or other item at the Club Facility assumes all risk of loss with respect to (i) his or her vehicle, bike, or otherwise and the contents thereof, and (ii) any equipment, wallets, bags, jewelry, clothing, books, personal items, or other possessions, on bicycles, within or on vehicles, or left in the Pool Facility.

3.2 Activities. Any 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 the Association, or who engages in any contest, game, function, exercise, competition on or at the Pool Facility and the surrounding area, shall do so at their own risk. Each person shall be personally liable and responsible for any property damage and/or personal injury he or she may have incurred at the Pool Facility or surrounding area, or as a result of any activity or function operated, organized, arranged, or sponsored by the District or the Association, caused by such person. All

Members, Annual Members and Immediate Family Members shall be jointly and severally liable to the District in connection with the foregoing.

3.3 Property Belonging to the District or the Association. Property, furniture, and equipment belonging to the District or to the Association shall not be removed from the area in which it is located or from the Pool Facility. Notwithstanding this provision, the District shall have the authority to add or remove any property, furniture or equipment in its discretion.

3.4 Risk of Use. Use of the swimming pool is at the swimmer's own risk. Without limiting any other provision of the Rules, each person is personally responsible for any injury to his or her Immediate Family Members and guests using the swimming pool. NO LIFEGUARDS ARE ON DUTY AT THE POOLS.

4.0 Violation of Club Rules.

4.1 Basis For Suspension. Membership rights and Pool Facility use rights of any person (and the benefits for their guests) may be suspended by District Manager, or his or her designee if, in the sole judgment of District Manager, or his or her designee:

- 4.1.1 a person submits false information on the Application for Membership;
- 4.1.2 the person violates one or more of these Rules and Regulations;
- 4.1.3 the person has injured or harmed or threatened to injure or harm any other person within the Pool Facility, or harmed, destroyed or stolen any personal property at the Pool Facility, whether belonging to a third party or to District.

4.2 Types of Suspension. The District Manager or his or her designee may restrict or suspend, for cause or causes described in the preceding section, privileges of any person to use any or all of the Pool Facility, for such period of time as reasonably determined by District Manager or his or her designee. In addition, District Manager or his or her designee may suspend some membership rights while allowing a Member, annual Member or Immediate Family Member to continue to exercise other membership rights. For example, the District Manager may suspend the rights of a particular Member (and/or Immediate Family Member). No person whose Membership privileges have been fully or partially suspended shall on account of any such restriction or suspension be entitled to any refund of non ad-valorem assessments, fees or any other fees and charges. During the restriction or suspension, non-ad valorem assessments and fees shall continue to accrue and be payable for each billing or assessment period. Under no circumstance will a person be reinstated until all amounts due to the District are paid in full.

4.3 Effective Date. Prior to the effective date of a suspension, the District Manager shall provide notice and an opportunity to be heard to the person proposed to be suspended. If the person does not submit a request to be heard in writing within the time

frame set forth in the notice, the suspension shall become effective immediately upon the date provided in the notice for submitting a request to be heard; otherwise, the suspension, as may be adjusted by the District Manager after hearing, shall become effective as of the end of business on the date of the hearing.

4.4 Appeal of Suspension. Any person suspended by the District Manager or his or her designee pursuant to this Section 4 may appeal such suspension to the Board. Appeals must be in writing and shall be filed with the District Manager within twenty (20) days of the date of the suspension letter. The Board will then schedule the appeal to be heard during the next regularly scheduled public meeting of the Board. However, appeals filed within ten (10) business days of the next regularly scheduled Board meeting will be heard at the Board meeting following the next regularly scheduled Board meeting. During the meeting of the Board of Supervisors in which the appeal is to be heard, the person or persons suspended shall appear before the Board. The Board of Supervisors shall have the power to reduce, remove, or impose conditions related the suspension, but not increase the length of the suspension.

5.0 Authority to Promulgate and Amend Pool Rules. THESE POOL FACILITY RULES ARE SUBJECT TO CHANGE AT ANY TIME. ALL USERS OF THE POOL FACILITY ARE SUBJECT TO THE POOL FACILITY RULES AS PROMULGATED BY THE DISTRICT. These Rules may be amended from time to time by the Board without the joinder or consent of any other person or entity. All changes to these Rules shall be available at the Property Management Office, the District Management Office, and on the District's website at www.cddsites.com/hemingway.htm. All Rules and amendments thereto promulgated by the District shall become effective on the date determined by the District.