CELESTINA MASTER PROPERTY OWNERS ASSOCIATION, INC.

Amenity Rules and Regulations

Celestina
20 Lunetta Court
St. Johns, Florida 32259
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DEFINITIONS

“Adult” – shall mean any person eighteen (18) years of age or older.

“Amenity Center Facilities” – shall mean the properties and areas owned by Celestina Master Property Owners Association, Inc. and intended for recreational use and shall include, but not specifically be limited to, the clubhouse, fitness center, pools and pool area, tennis courts, basketball courts, playgrounds, and gazebo.

“Amenity Rules” – shall mean these Amenity Rules and Regulations of Celestina Master Property Owners Association, Inc., as amended, supplemented and/or restated from time to time.

“Board” – shall mean the Board of Directors of Celestina Master Property Owners Association, Inc.

“Community” – shall mean the multi-phased planned residential community known as “Celestina” in St. Johns County, Florida.

“Family” – shall mean a group of Residents living together in a single home within the Community.

“Guest” – shall mean any person or persons who are invited by a Resident to participate in the use of any Amenity Center Facility on an occasional and temporary basis.

“Lifestyle Director” – shall mean Vesta Property Services, Inc., or such other manager designated by the MPOA to be responsible for the management of activities at the Amenity Center Facilities.

“Master Declaration” – shall mean the Master Declaration of Covenants, Conditions, Restrictions and Easements for Celestina recorded on April 28, 2015 in Official Records Book 4020, Page 1 of the Public Records of St. Johns County, Florida, as amended, supplemented and/or restated from time to time.

“Minor” – shall mean any person seventeen (17) years of age or younger.

“MPOA” – shall mean Celestina Master Property Owners Association, Inc.

“MPOA Management Company” – shall mean Leland Management, Inc. or such other management company, contracted by the MPOA to manage the MPOA.

“Renter” – shall mean any tenant residing in a home within the Community pursuant to a valid rental or lease agreement and approved by the MPOA in accordance with the Rules of the MPOA.

“Resident” or “Residents” – shall mean any person, including a Renter, occupying a home within the Community, but excluding Guests and other persons visiting the home on a temporary basis.

“Rules” – shall mean the rules and regulations of Celestina Master Property Owners Association, Inc., as amended from time to time, as defined in the Master Declaration, including the Amenity Rules.
HOURS OF OPERATION FOR CERTAIN AMENITY CENTER FACILITIES

<table>
<thead>
<tr>
<th>Facility</th>
<th>Days</th>
<th>Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>Clubhouse</td>
<td>Monday</td>
<td>1:00 p.m. to 11:00 p.m.</td>
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<tr>
<td></td>
<td>Tuesday – Sunday</td>
<td>9:00 a.m. to 11:00 p.m.</td>
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<tr>
<td>Fitness Center</td>
<td>Monday – Sunday</td>
<td>5:00 a.m. to 11:00 p.m.</td>
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<tr>
<td>Swimming Pools and</td>
<td>Monday</td>
<td>1:00 p.m. to dusk</td>
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<tr>
<td>Pool Area</td>
<td>Tuesday – Sunday</td>
<td>Dawn to dusk</td>
</tr>
<tr>
<td>Playground Area</td>
<td>Monday – Sunday</td>
<td>Dawn to dusk</td>
</tr>
<tr>
<td>Gazebo</td>
<td>Monday – Sunday</td>
<td>Dawn to dusk</td>
</tr>
<tr>
<td>Basketball Courts</td>
<td>Monday – Sunday</td>
<td>8:00 a.m. to 10:00 p.m.</td>
</tr>
<tr>
<td>Tennis Courts</td>
<td>Monday – Sunday</td>
<td>8:00 a.m. to 10:00 p.m.</td>
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All hours of operation are subject to change. The MPOA maintains the right to close any of the Amenity Center Facilities for any reason, including unforeseen circumstances.

The Lifestyle Director’s Office will be closed on the following holidays:
- Thanksgiving
- Christmas Eve (closed or limited hours of operation)
- Christmas Day
- New Year’s Eve (closed or limited hours of operation)
- New Year’s Day
- Easter Sunday

INCLEMENT WEATHER

Every attempt will be made to remain open during times of inclement weather; however, the Amenity Center Facilities will be closed if the conditions are determined to be a threat to the Residents and/or staff. During periods of heavy rain, thunderstorms or other inclement weather, the pools and pool area will be closed. The pools and pool area will be closed at any visual sighting of lighting or audible sound of thunder and shall not reopen until 30 minutes have elapsed from the last sighting of lightning or sound of thunder. The clubhouse is not a designated emergency shelter.

MAINTENANCE DAYS

In an effort to achieve the highest standards of facility cleanliness and safety, there will be times when certain areas of the Amenity Center Facilities will be shut down for improvements, cleaning, and preventative maintenance. Resident understanding and patience are appreciated as efforts are made to improve and maintain the cleanliness, safety, and aesthetics of the Amenity Center Facilities. When possible, maintenance days will be planned in advance and notice thereof may be posted on the
MPOA website or otherwise provided to Residents.

**PROGRAMS, ACTIVITIES AND SERVICES**

**Program Descriptions**

The MPOA is pleased to offer our Residents a wide variety of programs and activities designed to meet the needs of Residents of all ages, interests and skill levels.

Each year, the Lifestyle Director will evaluate existing programs. The format of each program or activity will be structured to most effectively provide participants with a positive recreational experience.

**Program Calendars and Flyers**

Residents can find information on new programs and events by staying in contact with the Lifestyle Director. Information on programs is also posted on the Community bulletin board, posted on the MPOA website or sent out via email.

**Program Registrations**

Programs will be open to Residents and their Guests only. Residents may register Guests for programs; however, in order to provide Residents with priority registration, Guests will be assessed a surcharge and will only be able to register for programs if space permits.

Registration dates and deadlines will be advertised each month. Registration will typically end one week prior to the start of the class or event unless otherwise noted.

**Program Fees and Payment Types**

A variety of complimentary and fee-based programs will be offered to Residents and Guests, if space permits. Fees for programs and events are occasionally required to offset the cost of instruction, supplies, equipment and entertainment. Full payment by personal check must be made at the time of registration.

**Program Changes, Cancellations, Refunds and Credits**

Program refunds may be granted on a case by case basis. Refunds after the program registration deadline or after a program begins may not be approved.

*The Lifestyle Director will notify Residents if there is a need to change or cancel a program. If a program is cancelled, registered Residents and Guests may be issued a refund or credit.*

**RSVPs and Registration Deadlines**

Most programs will require advance registration or an RSVP to allow the Lifestyle Director to plan effectively. To avoid the unnecessary cancellation of a program, please register by the posted deadline.

Late registrations may be accepted on a case by case basis. Due to the nature of some programs, the timing of events and the availability of space, late registration may not always be feasible.
**Waiting Lists**

Some programs may have maximum registration limitations. In the event that a program is full, a waiting list will be created. If there are cancellations in the program, the Residents on the waiting list will be contacted. This waiting list will also be utilized to determine if an additional program can be offered.

**Resident Clubs and Interest Groups**

Interest group meetings, activity club meetings and social events may be hosted at the Amenity Center Facilities. Clubs and interest groups will be Resident-managed and self-supporting. The Lifestyle Director will help to facilitate meetings and assist in the development and promotion of activities developed by the clubs. Any Resident wishing to develop an interest group or club should contact the Lifestyle Director to receive information and an application.

Meeting and event dates will be subject to facility availability. All clubs must be open to any Resident. Guests may be permitted to attend club functions on a limited basis with permission from the Lifestyle Director.

**FACILITY ACCESS CARDS**

A facility access card is necessary to gain entry to certain of the Amenity Center Facilities, including, without limitation, the clubhouse, fitness center, pools and pool area. Two (2) facility access cards will be issued to each Family at closing. Purchasers of homes upon resale should contact the MPOA Management Company to have the facility access cards updated with new Resident information. There are fees for additional cards and to replace any lost, stolen, or damaged cards (for any reason). All lost or stolen access cards should be reported immediately to the MPOA Management Company. A maximum of four (4) access cards will be issued per Family. A current schedule of fees is available from the MPOA Management Company. All Residents will be required to provide proof of residency.

**GATE BARCODE DECALS**

**Barcode Decals**

Barcode decals are issued at your closing. Purchasers of homes upon resale should contact the MPOA Management Company for issuance of barcode decals. Residents will be given instructions on how and where to apply the barcode decal in the appropriate location on their vehicle. Additional and replacement barcode decals will be available through the MPOA Management Company for a fee. A scanner will read the barcode decal as a vehicle passes by slowly and will automatically open the gate.

**Entrance into Community by Motor Vehicles**

In addition to barcode decals for vehicles, Residents may be issued a clicker for gate entry. Any visitors entering the Community by vehicle should be instructed to call the Resident they are visiting from the call box directory listing, or check in with the gate guard, if on duty. Once a Resident is contacted from the call box, the Resident will have the opportunity to enter a code on his/her phone to open the gate. Vehicles entering the gates will not be permitted to “tailgate” or follow another vehicle through the gate without the risk of damage to the gates or vehicle. The MPOA shall not be responsible for any damage to vehicles caused by gates. Residents or Guests causing damage to gates are responsible for such damage.
RENTER’S PRIVILEGES

1) Residents who lease their residential unit(s) in the Community designate the Renter(s) of their residential unit(s) as the beneficial users of the Resident’s membership privileges for purposes of Amenity Center Facilities use.

2) In order for a Renter to be entitled to use the Amenity Center Facilities, the Renter must comply with the Rules and the Master Declaration.

3) During the period when a Renter is designated as the beneficial user, the owners of the residential unit leased by such Renter shall not be entitled to use the Amenity Center Facilities, and the owners’ access cards will be deactivated for purposes of accessing the Amenity Center Facilities.

4) Owners of residential units shall be responsible for all charges incurred by their Renters which remain unpaid after the customary billing and collection procedure established by the MPOA.

5) Owners are responsible for the deportment of their Renter(s).

6) Renters shall be subject to all Rules of the MPOA.

GUEST POLICY

It is the intent of the MPOA that the Amenity Center Facilities are first and foremost for the benefit of Residents. The Guest Policy is not intended to allow Guests repeated access to the Amenity Center Facilities. Guests must be accompanied by a Resident when using any Amenity Center Facility. Residents are responsible for the conduct of, and any damages caused by, Guests while using the Amenity Center Facilities. Guests must comply with the Rules and the Master Declaration.

Pools and Pool Area ~ Clubhouse ~ Playground ~ Tennis and Basketball Courts

A Family is permitted to invite a maximum of four (4) total Guests at any one time to use the above-referenced Amenity Center Facilities. Infants, one year old and younger, do not count towards the maximum daily Guest total. At least one Adult Family member must be present while any Guest uses the above-referenced Amenity Center Facilities, except that Residents between the ages of fifteen (15) and seventeen (17) years of age who are visiting the Amenity Center Facilities without an Adult may bring one (1) Guest each that is fifteen (15) years of age or older and has proper identification to verify age.

Fitness Center

No Guests are allowed in the fitness center at any time.
LOSS OR DESTRUCTION OF PROPERTY: ASSUMPTION OF RISK

Each Resident and any Guests or invitees of the Resident or Renter, as a condition of accessing and using the Amenity Center Facilities, shall be solely responsible for any personal property he or she brings into the Amenity Center Facilities. The MPOA, the MPOA Management Company, the Lifestyle Director, and their agents, contractors and/or employees shall not be responsible for loss of or damage to any item of personal property of a Resident, Renter or Guest that has been brought into the Amenity Center Facilities. No person shall remove or relocate any piece of furniture or piece of property in the Amenity Center Facilities that belongs to the MPOA, the Lifestyle Director and/or their contractors, without prior authorization from the MPOA and/or the Lifestyle Director. Residents shall be liable for any damage to the Amenity Center Facilities and/or any furniture and/or property within the Amenity Center Facilities, which damage has been caused by the Resident, his/her family members and/or Guests using the Amenity Center Facilities. The MPOA reserves the right to pursue any and all legal and equitable remedies against any persons for any damages and/or losses to the Amenity Center Facilities or any furniture or property within the Amenity Center Facilities. Should any party bound by these policies bring suit against the MPOA, or any staff, agents, officers or employees of the MPOA in connection with any event operated, organized, arranged or sponsored by the MPOA and fail to obtain judgment therein against the MPOA or the staff, agents, officers or employees of the MPOA (as applicable), then, to the extent permitted by law, such party shall be liable to the MPOA for all costs and expenses incurred by the MPOA in the defense of such suit (including court costs and attorneys’ fees through all appellate proceedings).

INDEMNIFICATION AND RELEASE

Any Resident, Guest, family member of a Resident or Guest, or other person who, in any manner, uses any of the Amenity Center Facilities or other apparatus, appliance, facility, privilege or service owned, leased or operated by the MPOA, the MPOA Management Company, the Lifestyle Director or their contractors, or participates in any activity or function held in any of the Amenity Center Facilities, whether or not operated or sponsored by the MPOA, the MPOA Management Company or the Lifestyle Director shall do so at his or her own risk. To the fullest extent permitted by law, each Resident, together with any Guests invited by the Resident or family members of the Resident, agree that he or she shall indemnify, hold harmless and defend the MPOA, the MPOA Management Company, the Lifestyle Director and their agents, contractors and/or employees from and against any and all claims, demands, causes of action, liabilities, losses, costs, damages and expenses (including reasonable attorneys’ fees and expenses and court costs incurred in defending any such claim or in enforcing this indemnity) of whatsoever nature that may be incurred by the the MPOA, the MPOA Management Company, the Lifestyle Director and their agents, contractors and/or employees arising out of or in connection with the operation or use of the apparatuses, appliances or amenities located within the Amenity Center Facilities or in connection with the participation in any activity or function held in any of the Amenity Center Facilities, whether or not operated or sponsored by the MPOA, the MPOA Management Company or the Lifestyle Director, including, without limitation, claims arising out of or in connection with personal injury or death of persons, or loss, destruction or damage to property; and specifically including claims caused solely by the negligence of the MPOA, the MPOA Management Company, the Lifestyle Director or their agents, contractors or employees.

To the extent permitted by law, the MPOA and its agents, employees and officers shall not be liable for, and each Resident and Guest hereby releases all claims for injury or damage to property or persons, or loss of personal property, sustained by such Resident or Guest or any person claiming through such Resident or Guest, resulting from any occurrence, theft or condition in or upon the Amenity Center Facilities.
GENERAL AMENITY CENTER FACILITY USAGE

All Residents and Guests using the Amenity Center Facilities are expected to conduct themselves in a responsible, courteous and safe manner, in compliance with all Rules of the MPOA and the Master Declaration. Violation of the Rules and/or misuse or destruction of Amenity Center Facility equipment may result in the suspension of Amenity Center Facilities privileges with respect to the offending Resident or Guest. The MPOA may pursue further legal action in accordance with the Rules, the Master Declaration or applicable law with respect to destruction of Amenity Center Facility property or equipment.

Persons using the Amenity Center Facilities do so at their own risk. The Lifestyle Director is not present to provide personal training, exercise consultation, athletic instruction, or medical attention to Residents or Guests.

FACILITY PRIVATE EVENT RENTAL POLICIES

For a fee, the Club Room may be reserved by Residents or non-residents for a private event up to four (4) times per year. Reservations may not be made more than six (6) months prior to the event. Persons interested in reserving the Club Room should contact the Lifestyle Director regarding the availability of the anticipated date and time of the event and associated rental fees. Please note that the facilities may be unavailable for private events during scheduled events and certain holidays and holiday weekends.

The pools, pool deck areas, fitness center, tennis courts, basketball courts, gazebo and playground are not available for private rental and shall be available for use by other Residents and their Guests, subject to the Guest Policies, during normal operating hours.

1) **Reservations:** Persons interested in reserving the Club Room must submit a completed Private Event Rental Agreement to the Lifestyle Director. All reservations are subject to the review and approval of the Board. The Board will review the Private Event Rental Agreement on a case-by-case basis and has the authority to reasonably deny a request. Upon approval of the Board, the Lifestyle Director will set up an appointment with the renter to finalize the Private Event Rental Agreement and to collect all fees and deposits associated with the rental. All fees and deposits associated with the rental must be submitted to the Lifestyle Director in order to reserve the room. Reservations for charity events must be made at least ninety (90) days in advance of the event and are contingent on Board approval.

2) **Available Facilities:** The following areas of the Amenity Center Facilities are available for private rental for up to six (6) total hours at a time, including set up and post-event cleanup.
   a. Club Room – maximum capacity of 115.

3) **Facility Capacity:** Facility and room maximum capacity limits must be observed at all times and will be strictly enforced. The MPOA and the MPOA Management Company reserve the right to take all necessary actions to comply with this requirement. Examples of these actions include, but are not limited to:
   a. Event cancellation and closure,
   b. Access restrictions, and
   c. Parking enforcement and towing.

4) **Staffing:** One (1) staff member is required to work during each private event with 50 or less guests, and two (2) staff members are required to work during each private event with more than 50 guests.

5) **Rentals After Hours:** Under special circumstances, the Board will consider requests to rent the Club
Room for a timeframe outside the posted hours of operation. The latest time a private event may last until is 11:00 pm. If approved, a separate staffing fee past the posted hours of operation will be required.

6) **Serving Alcohol:** If alcohol is to be served, a licensed, insured, third-party vendor must be obtained at the renter’s expense. A copy of the vendor’s alcoholic beverage license and a Certificate of Insurance (COI) must be presented to the Lifestyle Director prior to the event. The MPOA must be listed as an additional insured on the COI. The person(s) renting the room will be responsible for any and all actions of the guests and invitees attending the event.

7) **Liability Insurance and Licensing:** Liability insurance coverage and licensing may be required by the MPOA for certain events, on a case by case basis. If liability insurance coverage is required, the MPOA is to be named on these policies as an additional insured party. Proof of this insurance is required prior to the event.

8) **Entertainment:** Due to sound system, electrical requirements, and copyright issues, prior approval of the Lifestyle Director is required for any entertainment. The volume of live or recorded music must not violate applicable St. Johns County noise ordinances.

9) **Deliveries:** Deliveries of any rental items, decorations, food, etc. must be arranged in advance with the Lifestyle Director.

10) **Deposit Refund:** A deposit is required at the time the reservation is approved. To receive a full refund of the deposit, the following must be completed:
   a. The person renting the facility must be present for the duration of the rental.
   b. All furniture must be left in its original arrangement and condition.
   c. Ensure that all garbage is removed and placed in the dumpster.
   d. Replace all garbage liners.
   e. Remove all displays, favors or remnants of the event.
   f. Using provided cleaners, wipe off counters, table tops, chairs and sink area.
   g. Clean out and wipe down the refrigerator, microwave and all cabinets and appliances used.
   h. Clean any windows, doors, and mirrors in the rented room.
   i. Vacuum and/or sweep floors and clean up any spills with approved cleaners.
   j. Restrooms must be checked and cleaned if necessary.
   k. Ensure that no damage has occurred to the Amenity Center Facility and MPOA property.
   l. Compliance with any other terms contained in the Private Event Rental Agreement.

11) **Cancellation Policy:** Cancellation of the reservation less than 48 hours before the date of the event shall result in a loss of the deposit.

12) **Fees / Deposits:** Rental fees and deposits may be increased or decreased at any time, by action of the Board, in the discretion of the Board.

13) **Gambling:** Gambling (including games of chance) is not permitted at any event in the Amenity Center Facilities unless permitted under the Florida Statutes, Chapter 849, and approved in advance by the Board.

**AMENITY CENTER FACILITY POLICIES**

1) All Residents must have their assigned facility access card in order to enter the Amenity Center Facilities. Cards are only to be used by the Resident to whom they are issued. Residents must present their facility access card upon request from the Lifestyle Director or any staff member.

2) Anyone under fifteen (15) years of age must be accompanied by an Adult Resident in the clubhouse.

3) Guests must be accompanied by a Resident while using the Amenity Center Facilities.

4) Pets and other animals (with the exception of service animals) are not permitted inside the fitness center, clubhouse or pool areas. Pets are otherwise permitted on the grounds, but they must be leashed.
Residents are responsible for picking up after all pets as a courtesy and in accordance with nuisance ordinances or other applicable law.

5) Smoking is not permitted anywhere on the Amenity Center Facility property.

6) Alcoholic beverages may only be used at MPOA pre-approved special events.

7) Firearms and other weapons are not permitted in any of the Amenity Center Facilities.

8) Vehicles must be parked in the parking lot of the clubhouse. Parking is permitted in the arrival plaza in front of the clubhouse for 15-minute loading/unloading purposes only. There is no overnight parking at the Amenity Center Facilities. Vehicles should not be parked on grass lawns, or in any way which blocks the normal flow of traffic.

9) Fireworks of any kind are not permitted anywhere on the Amenity Center Facilities or adjacent areas.

10) Outdoor grilling is prohibited at all Amenity Center Facilities unless at a MPOA pre-approved special event.

11) Residents and Guests are responsible for cleaning up after themselves and disposing of trash in appropriate containers.

12) Only MPOA employees, staff and authorized contractors are allowed in the service areas of the Amenity Center Facilities.

13) Motorcycles and off-road vehicles (including ATVs) are prohibited on all property owned, maintained and operated by the MPOA or the Isles of Bartram Park Community Development District. The use of ATVs and similar vehicles are permitted by the MPOA, the Isles of Bartram Park Community Development District, St. Johns River Water Management District and St. Johns County for maintenance and performance of their respective duties.

14) Skateboarding is not allowed on any Amenity Center Facility property.

15) Commercial advertisements shall not be posted or circulated in the Amenity Center Facilities. Petitions, posters or promotional material shall not be originated, solicited, circulated or posted on Amenity Center Facility property unless approved in writing by the Lifestyle Director.

16) The Board reserves the right to authorize all programs and activities, including the number of participants, equipment and supplies usage, facility reservations, etc., at all Amenity Center Facilities. The Board also has the right to authorize MPOA-sponsored events and programs to better serve the Residents, to reserve any Amenity Center 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 and programs, children’s programs and social events, etc.

17) There is no trespassing allowed in any designated wetland conservation and/or mitigation areas located on MPOA property. Trespassers will be reported to the local authorities.

18) 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 Center Facility.

19) Disregard for any Rules may result in expulsion from the facility and/or loss of Amenity Center Facility privileges in accordance with the procedures set forth herein.

20) Residents and their Guests shall treat all staff members with courtesy and respect and shall comply with any verbal instruction of staff members.

21) All Residents shall abide by and comply with any and all federal, state and local laws and ordinances while present at or utilizing the Amenity Center Facilities and shall ensure that any Minor for whom they are responsible, and any of their Guests, also comply with the same.

22) Environmental controls, such as fans and HVAC systems, will remain on and at a set level and may not be adjusted by Residents or Guests.

23) The Board, the MPOA Management Company, the Lifestyle Director and staff shall have full authority
24) The Board reserves the right to amend, modify, or delete, in part or in their entirety, these Amenity Rules when necessary and will notify the Residents of any changes.

25) **Emergencies:** Call 911 if immediate medical attention is necessary. All emergencies and injuries must be reported to a staff member, the MPOA Management Company and the Lifestyle Director.

**SWIMMING POOLS AND POOL AREA POLICIES**

In addition to the Amenity Center Facility Policies, the following policies apply with respect to the swimming pools and pool area:

- NO GLASS OR BREAKABLE OBJECTS IN THE POOL AREA OR RESTROOMS
- NO ANIMALS IN THE FENCED POOL AREA (with the exception of service animals)
- NO FOOD OR BEVERAGES IN POOL OR ON POOL WET DECK
- SHOWER BEFORE ENTERING POOL
- DO NOT SWALLOW THE POOL WATER
- MAXIMUM POOL CAPACITY: 96 persons

**NO ENTRY UPON OR ABOUT THE ROCKS AND WATERFALL FEATURE IN THE POOL AREA. ALL ACCESS TO THE ROCKS AND WATERFALL FEATURE IS STRICTLY PROHIBITED, AND NO JUMPING, DIVING, SITTING OR PLAYING ON OR ABOUT THE ROCKS AND WATERFALL FEATURE IS ALLOWED. SERIOUS INJURY MAY RESULT.**

1) Swim at your own risk. No lifeguards are provided.
2) No one is permitted in the pool area after dusk, unless a specific event is scheduled by the MPOA.
3) Alcohol or drugs are not permitted inside the pool area at any time.
4) Facility access cards must be readily available for a staff member to view upon request.
5) Pools and the pool area are available for use by Families and their four (4) Guests on a first come first serve basis only. Residents are responsible for and must accompany their Guests in accordance with the Rules.
6) Anyone under the age of thirteen (13) must be **directly** supervised by an Adult Resident in the water or from the pool deck area at all times.
7) Persons unable to swim 25 yards without stopping or otherwise unable to handle themselves well in the water are not permitted in water above their shoulders.
8) No one with skin disease, nasal or ear discharge, an open cut or communicable disease shall be permitted in the pool.
9) Persons that are ill with diarrhea cannot enter the pool.
10) Children in diapers or incontinent persons must wear swim diapers under a swim suit. Tight fitting vinyl pants are recommended over the swim diaper. Changing of diapers and clothes must be done in restrooms only. Parents are encouraged to take their children to the restroom before entering the pool.
11) Only proper clothing designed for swimming is permitted.
12) Rollerblades, skateboards or bicycles are not permitted in the pool area.
13) Lap lanes are to be used only by persons swimming laps, water walking or jogging. Hanging on lane lines, or floating lines and interfering with lap-swimming is prohibited.
14) Aquatic toys and equipment are not permitted in the pool. No, rafts, large kickboards, inner tubes, scuba gear, swim fins, balls, disks, inflatable objects, or other similar water play items are permitted.
Exceptions are Coast Guard approved personal floatation devices, lap swimming kickboards, masks, goggles, water wings, and water toys for organized special events. Staff members have the final say regarding the use of any and all recreational floatation devices.

15) Headphones must be worn when listening to personal music.
16) Physical or verbal abuse will not be tolerated.
17) Running, pushing, rough housing and loud noises are not permitted in the pools, or on the pool deck. Diving, flips, back jumps or other dangerous actions in and from the side of the pool are prohibited.
18) Swinging on ladders, fences, railings, or climbing on viewing towers is not allowed.
19) Remote controlled water craft are not allowed in the pool area.
20) Pool furniture may not be reserved, removed from the pool area or placed in the pool and must be returned to its proper location after use. Umbrellas must be lowered after use.
21) Residents and Guests are responsible for cleaning up after themselves.
22) Chemicals used in the pool may affect certain hair or fabric colors. The MPOA is not responsible for these effects.
23) The pool may be closed due to weather warnings, fecal accidents, chemical balancing, or general maintenance and repairs, or staffing issues. In the event of a fecal accident or other contamination, the pools and pool area may be closed for up to 12 hours so that the pools may be chemically treated.
24) Management reserves the right to deny the use of the pool to anyone at any time.
25) Pool policies, including hours of operation, may be changed at the discretion of the Board.
26) The teaching of private lessons in the pool is STRICTLY PROHIBITED. All instructors and coaches are independent contractors that must be approved, certified, insured and must have a contractual agreement with the MPOA.
27) Emergencies: Call 911 if immediate medical attention is necessary. All emergencies and injuries must be reported to a staff member, the MPOA Management Company and the Lifestyle Director.

FITNESS CENTER POLICIES

In addition to the Amenity Center Facility Policies, the following policies apply with respect to the fitness center:

1) The fitness center is an unattended facility. Persons using the facility do so at their own risk. Staff is not present to provide personal training or exercise consultation. Persons interested in using the fitness center are encouraged to consult with a physician prior to commencing a fitness program.
2) Residents fifteen (15) years of age and older are permitted to use the fitness center. Residents thirteen (13) and fourteen (14) years of age are permitted to use the fitness center, if accompanied by an Adult Resident. No one under the specified ages is allowed in the fitness center at any time. Residents must provide proof of age if requested by a staff member to use the fitness center.
3) Food (including chewing gum) is not permitted within the fitness center. Water is permitted in the fitness center if contained in non-breakable containers with screw top or sealed lids. Alcoholic beverages are not permitted.
4) Appropriate clothing and athletic footwear (covering the entire foot) must be worn at all times in the fitness center. Appropriate clothing includes t-shirts, tank tops, athletic wear (no jeans or swimsuits).
5) Each individual is responsible for sanitizing the fitness equipment before and after each use.
6) Hand chalk is not permitted to be used in the fitness center.
7) Radios, tape players and CD players are not permitted unless they are personal units equipped with
headphones.
8) Weights or other fitness equipment may not be removed from the fitness center.
9) Please limit use of cardiovascular equipment to thirty (30) minutes and step aside between multiple sets on weight equipment if other persons are waiting.
10) 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.
11) Please return weights to their proper location after use.
12) Any fitness program operated, established, and run by staff member may have priority over other users of the fitness center.
13) Notify a staff member immediately if anything is wrong with the equipment.
14) Audio and television systems are provided for the convenience and enjoyment of Residents. Programs will be tuned to satisfy the interests of the majority, but the final decision rests with the Lifestyle Director.
15) All instructors and coaches are independent contractors that must be approved, certified, insured and have a contractual agreement with the MPOA.
16) **Emergencies:** Call 911 if immediate medical attention is necessary. All emergencies and injuries must be reported to a staff member, the MPOA Management Company and the Lifestyle Director.

**PLAYGROUND AND GAZEBO POLICIES**

In addition to the Amenity Center Facility Policies, the following policies apply with respect to the playground and the gazebo:

1) Residents and their Guests may use the playground equipment at their own risk and are responsible for the behavior of their children. Guests must be accompanied by Residents and behave in accordance with the Rules.
2) The equipment is designed for children up to age twelve (12). Children under the age of five (5) must be accompanied by an Adult Resident.
3) The playground and gazebo are for recreational use only by Residents and Guests. Organized assemblies are not permitted, except for MPOA-approved events.
4) The playground and gazebo are available on a first come first serve basis. No reservations are permitted.
5) Children must remain in sight of those responsible for providing supervision at all times.
6) Proper footwear is required and no loose clothing, especially with strings, should be worn on the playground.
7) No rough-housing in the playground area.
8) The mulch material beneath the equipment should not be picked up, thrown, or kicked for any reason.
9) The following is not allowed around the playground equipment: food, drinks, gum, pets of any kind (with the exception of service animals), sticks, wooden or metal bats, ropes, roller skates, roller blades or skateboards, or hard balls (baseballs, golf balls, etc.).
10) No jumping off from any high climbing bars or platforms.
11) Improper use of the equipment will not be tolerated. Use traditional methods when going up ladders and down slides.
12) Persons using the playground or gazebo areas must clean up all food, beverages and miscellaneous trash brought to the area. Glass containers are prohibited.
13) The use of profanity or disruptive behavior is absolutely prohibited.
14) Alcoholic beverages are not permitted at the playground or gazebo.
15) Inflatable equipment, such as a bounce house, is not permitted at the playground or in the gazebo area.
16) Notify a staff member immediately if anything is wrong with the equipment.
17) **Emergencies:** Call 911 if immediate medical attention is necessary. All emergencies and injuries must be reported to a staff member, the MPOA Management Company and the Lifestyle Director.

**TENNIS COURT POLICIES**

In addition to the Amenity Center Facility Policies, the following policies apply with respect to the tennis courts:

1) Courts are available for use by Families and their Guests. Residents are responsible for and must accompany their Guests in accordance with the Rules.
2) No one under the age of fifteen (15) is allowed on the tennis courts unless accompanied by an Adult Resident.
3) The courts are available on a first come first serve basis unless usage dictates that management implements a reservation system. Residents will be informed if a reservation system is created.
4) Courts may only be reserved for a Community approved program or event.
5) There are times when the courts will be unavailable for use due to maintenance, weather or unforeseen circumstances. Maintenance times will be posted.
6) A schedule of activities will be posted and updated by the Lifestyle Director.
7) Bikes, rollerblades, roller shoes, skateboards and equipment with wheels are not permitted on the courts.
8) All players shall be dressed in appropriate tennis attire, which includes: shirts, shorts, skirts or warm up suits. These items must be worn at all times.
9) Proper footwear is imperative. Shoes specifically designed for tennis are **required.** Hard soled shoes, running shoes, shoes with heels, rough soled or ridged-bottom shoes are not permitted.
10) The rules established by the United States Tennis Association (U.S.T.A.) should be strictly followed and adhered to by all players at all times.
11) Food and gum are not permitted on the courts. Drinks must be in a non-breakable spill-proof container. Alcohol is not permitted.
12) Profanity, excessive noise, fighting and disruptive behavior will not be tolerated.
13) Using provided equipment, it is requested that Residents and Guests return the courts to good condition after play.
14) No furniture will be allowed on the playing surfaces.
15) Pets or other animals (with the exception of service animals) are not permitted within the tennis court areas.
16) All tennis instructors and coaches are independent contractors that must be approved, certified, insured and must have a contractual agreement with the MPOA.
17) **Emergencies:** Call 911 if immediate medical attention is necessary. All emergencies and injuries must be reported to a staff member, the MPOA Management Company and the Lifestyle Director.
**BASKETBALL COURT POLICIES**

In addition to the Amenity Center Facility Policies, the following policies apply with respect to the basketball courts:

1) Courts are available for use by Residents and their Guests. Residents are responsible for and must accompany their Guests in accordance with the Rules.
2) No one under the age of twelve (12) is allowed on the basketball courts unless accompanied by an Adult Resident.
3) When other players are waiting, court use should be limited to 1 hour.
4) Courts may only be reserved for a Community approved program or event.
5) There are times when the courts will be unavailable for use due to maintenance, or unforeseen circumstances. Maintenance times will be posted.
6) A schedule of activities will be posted and updated by the Lifestyle Director.
7) Bikes, rollerblades, roller shoes, skateboards and equipment with wheels that may damage the courts are not permitted.
8) All players shall be dressed in appropriate attire, which includes: shirts, shorts or warm up suits. These items must be worn at all times. Hard and/or black soled shoes are prohibited on the basketball courts.
9) Profanity, fighting and disruptive behavior will not be tolerated.
10) Food and gum are not permitted on the courts. Drinks must be in a non-breakable spill-proof container. Alcohol is not permitted.
11) All sports instructors and coaches are independent contractors that must be approved, certified, insured and must have a contractual agreement with the MPOA.
12) **Emergencies:** Call 911 if immediate medical attention is necessary. All emergencies and injuries must be reported to a staff member, the MPOA Management Company and the Lifestyle Director.
SUSPENSION OF PRIVILEGES

1) The Master Declaration provides the authority for the Board to establish and enforce these Amenity Rules, and the Board has granted the right to the MPOA Management Company and/or the Lifestyle Director to enforce these Amenity Rules.

2) Privileges at the Amenity Center Facilities can be subject to suspension, if a Resident or Guest:
   a. Submits false information on the application for a facility access card.
   b. Permits unauthorized use of a facility access card.
   c. Exhibits unsatisfactory behavior or appearance.
   d. Fails to abide by the Rules or the Master Declaration.
   e. Treats the personnel or employees of the Amenity Center Facilities in an unreasonable or abusive manner. Examples include, but are not limited to the use of profanity, verbal and physical assault and harassment.
   f. Engages in conduct that is improper or likely to endanger the welfare, safety or reputation of the facility or staff.
   g. Failure to pay any amounts owed to the MPOA for 90 days or more.
   h. Such other objectionable conduct as determined in the discretion of the Board.

3) In addition to the remedies set forth in these Amenity Rules, the Board may pursue any and all legal and equitable remedies available pursuant to the Master Declaration and applicable law for a violation of these Amenity Rules.

4) The following procedure shall apply in the event of a violation of these Amenity Rules: a warning shall be given to the violator for the first violation. If the behavior continues, the violating Resident or Guest will be asked to leave the Amenity Center Facilities, and the Resident may be subject to suspension of privileges to use the Amenity Center Facilities or such other penalties determined in the Board’s discretion.

5) Notwithstanding anything to the contrary contained herein, the Board, the MPOA Management Company, and/or the Lifestyle Director may at any time restrict or suspend any Resident privileges to use any or all of the Amenity Center Facilities when such action is necessary to protect the health, safety and welfare of other Residents, Guests, the Lifestyle Director or staff members, or to protect the Amenity Center Facilities from damage.
The undersigned hereby acknowledge receipt of, and agree to be bound by, the Amenity Rules and Regulations of Celestina Master Property Owner’s Association, Inc. attached hereto.

Print Name: ____________________

Date: ____________

Print Name: ____________________

Date: ____________

Print Name: ____________________

Date: ____________

Print Name: ____________________

Date: ____________

Print Name: ____________________