

**The Trails at Bent Creek
Homeowners Association, Inc.**

**Amenity Center
Policy Handbook**

(Revised 6/10/2024)

THE TRAILS AT BENT CREEK HOA

Greetings TABC Home Owners Association Member,

We are pleased to present to you our Amenity Center Handbook. In it, you will find the guidelines for the uses of the pool, Amenity Center and play area. Please take a few minutes to review this handbook, and the forms found in the back. We ask that you fill out the applicable The Trails at Bent Creek Amenity Consent Form(s) and return them within 14 business days. You can mail your completed form to:

The Trails at Bent Creek HOA
c/o The CAM Team
Property Manager
1008-120 Park Ave
Orange Park, FL 32073
or
Email: thetrails@thecamteam.com
Fax: 904-638-1435

The list of returned consent forms will be compiled and put on file. You must return the consent form to access the Center.

Please make sure that you read the Acknowledgement Form carefully and sign your names at the bottom of the page. All adults residing at your residence 18 and older are required to sign this form.

We hope that you find these guidelines helpful as we work together to make The Trails at Bent Creek Amenity Center the family friendly environment, we all desire it to be.

If you have any questions, please feel free to contact The CAM Team at (904)278-2778.

Thank you,

The Trails at Bent Creek HOA
Board of Directors

TABLE OF CONTENTS

Article I – Promulgation

Article II – Rules of Conduct

Article III – Pool Rules

Article IV – Administration

Article V – Reservations and Special Events

Attachments –

Amenity center facility reservation and special event application

Post special event inspection form

Pool admission form for minors

Rules & regulations acknowledgement receipt

Article I. PROMULGATION

Section 1.01 Authority

- (a) In accordance with the By-laws for The Trails at Bent Creek (hereinafter referred to as "TABC"), Article 5 Board of Directors, Section 5.1, The Trails at Bent Creek Homeowners Association (hereinafter referred to as "HOA"); "The affairs of the HOA shall be managed by the Board of Directors" (hereinafter referred to as "BOD"), therefore, the BOD has the authority to exercise the powers and to undertake the duties and responsibilities specified in the following subparagraphs.
- (b) The definition of Amenity Center (hereinafter referred to as the "Center") includes all HOA community property, the pool, playground and all ancillary property and equipment associated with the operations and management thereof.
- (c) The Center policies are established by the BOD and operations are managed by The property management company under contract, in accordance with policy set by the BOD.

Section 1.02 Location

- (a) The Trails at Bent Creek Amenity Center is located at 6520 Harmon Hills Circle

Section 1.03 Use by Members

- (a) The Center is available for use by all Members in good standing.
 - (i) A Member is defined by the By-laws, as an owner of a lot in the HOA or a co-owner designated as the Member of record. There is only one voting Member of the HOA per lot.
- (b) Renters are not eligible for Membership
 - (i) Renters must obtain a RID Key Fob from the TABC property management company through their rental Agent or property owner.

Section 1.04 Access Control

- (a) Access to the Amenity Center at The Trails at Bent Creek is controlled by a Radio Identification Device (RID) Key Fob. Every member of the HOA is issued a serialized RID Fob. The fob records the name and address of the Member and logs entry to the electronic locks at the Center.
- (b) The fob must be carried by the HOA member, or the family while using the Center.
 - (i) One family member may carry the RID Fob for the entire family.
- (c) Access to the common areas will be denied without this key fob.
- (d) Members are responsible for the fob and will assume the \$25 cost for replacement of lost or damaged key fobs.
- (e) Denial of access to the Center for Members not in good standing, lost or stolen fobs or suspension of Center privileges is accomplished by de-activation of the RID fob.

Article II. RULES AND CODE OF CONDUCT

Section 2.01 Policy

- (a) This handbook is provided to ensure the peaceful enjoyment of the Center for all Members and a family friendly environment.
- (b) All members and guests using the Center are expected to conduct themselves in a responsible, courteous, and safe manner, in compliance with all policies and rules.
- (c) Privileges at the Center may be subject to suspension or termination by the Association if a Member or the Members guest(s) fails to abide by the rules and policies established for the use of the facilities.
- (d) The following rules apply to all facilities at the Center including the pool area, playground area and all areas adjoined inside the fenced area including sidewalks, grassy areas, and parking lot.

Section 2.02 General Rules

- (a) Children under the age of 14 must be accompanied by an adult age 18 or older
- (b) Amenity Center members must accompany guests and members are responsible for their guests at all times
- (c) No alcoholic beverages are allowed
- (d) Glass containers are prohibited
- (e) Vulgar, loud, or abusive language/music is prohibited
- (f) No pets allowed
- (g) No littering or loitering

Section 2.03 Playground Rules

- (a) Playground hours are 9 a.m. to 9 p.m.
 - (b) Children under the age of 14 must be accompanied by a parent or guardian age 18 or older.
 - (i) The parent/guardian is responsible for their child at all times while in the gated playground area.
 - (c) All persons within the gated playground area are there at their own risk.
 - (d) Parents and guardians are responsible for their own safety and the safety of those whom they supervise.
 - (e) The playground is not maintained on a full-time basis.
 - (f) Prior to use, everything within the gated playground area (including, but not limited to play equipment, fall surfacing, benches, etc.) should be inspected by the parent/authorized person to verify it is safe to play upon.
 - (g) If the playground is deemed unsafe, it must not be used. Please report any maintenance issues to the property management company.
 - (h) The play equipment is designed for children between the ages of two and fourteen.
 - (i) No pushing or rough play.
 - (j) Trash
 - (i) Please leave the playground area clean. All guests should take trash home and make sure there is no debris left in the area. Please remember the Center does not have the capacity for large amounts of trash.
 - (k) Hot Surfaces
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- (i) Florida heat and sun can make the surfaces of play equipment hot. Parents/guardians should test play equipment prior to allowing children on play equipment.
- (l) Attire
 - (i) All children should wear closed toe shoes at all times while on the play equipment or in the gated playground area.
- (m) Toys
 - (i) No toys should be brought onto the play equipment. However, toys may be brought into the playground area.
- (n) Do not dig in, throw, or eat the mulch.
- (o) Food and Drink
 - (i) Food and drink are allowed within the gated playground area. However, no food or drinks are allowed on the play equipment.
- (p) Grills
 - (i) No grills allowed within the gated playground area.
- (q) No smoking within the playground area.

Section 2.04 Reserved

Article III. POOL RULES

Section 3.01 Safety

- (a) No lifeguard on duty
 - (i) **Swim at your own risk.**
- (b) No running, diving or roughhousing in or around pool.
- (c) Unauthorized persons or Members or their guests jumping the pool fence, by-passing or tampering with security measures to access the area during open or closed hours will be reported to the police as trespassers and prosecuted.
- (d) The gate is never to be left or propped open.

Section 3.02 Access to pool

- (a) Persons authorized to use the Center are required to carry their Radio Identification Device (RID) Fob for admittance to the pool.
- (b) Pool capacity is 67 persons. The pool center is to provide a place for HOA Members to enjoy.
 - (i) The pool and Center are not to be used for large groups of non-residents (other than by reservation per Art 5 Parties) or for any type of competitive or educational events (for example: swimming lessons).

Section 3.03 Hours

- (a) The pool opens for the season on May 1, (or earlier by approval of the BOD) weather permitting, and closes on October 31. The pool is open daily from 9:00 A.M. to 9:00 P.M.
- (b) The pool may be closed occasionally for maintenance.
- (c) Maintenance on holiday weekends will be rescheduled for the following Tuesday.

Section 3.04 Closure of the pool

- (a) The pool may be closed for inclement weather, lightning with 5 miles of the HOA, contamination, and maintenance
- (b) During periods of heavy wind, rain, thunderstorms, tropical storms, and hurricanes, the pool center will be closed. Sometimes the weather can damage pool functioning and the center may have to be closed for additional time after the event.
 - (i) A pool closure sign may be posted when these policies are put into effect when practical.
- (c) Any person swimming when the facility is closed may be suspended from using the facility or subject to police escort to their residence.

Section 3.05 Guests

- (a) Guests must be accompanied by an Amenity Center member, and members are responsible for their guests at all times.
 - (i) The Pool Monitor on duty will maintain a Guest Sign-in Log.
 - (ii) All guests shall be required to sign in and record the name of the sponsoring HOA Member.
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- (b) Each Member household is permitted four (4) guests while using the pool facilities. Exceptions may be allowed for out of town relatives.

Section 3.06 Smoking

- (a) The pool center is a smoke free environment.

Section 3.07 Children

- (a) Children under 14 years of age must be accompanied by a parent or authorized person over the age of 18 years. The parent/adult is responsible for the children at all times in the pool areas.
- (b) Children under three years of age or those who are not reliably toilet trained must wear swimmy pants, as well as a swimsuit over the swim diaper to reduce the health risks associated with human waste in the swimming pool/deck area. Failure to comply with this policy may mandate a closure of pool facilities, and charges for pool cleanup.

Section 3.08 Pets / Animals

- (a) No animals are allowed within the pool-gated area, except for certified service dogs.

Section 3.09 Food and Beverage

- (a) No alcoholic beverages are allowed. Glass containers are not allowed. Food is only permitted in the covered portion of the pool deck and all guests should clean up after their stay.
- (b) No grills are allowed.
- (c) The bar and counter areas are only available for set-up and preparation areas.
 - (i) Please take your trash home. The pool center does not have capacity for large amounts of trash.

Section 3.10 Toys

- (a) Play equipment such as rafts, floats, snorkels, flippers, dive sticks, and floatation devices may be used so as not to disturb other guests. They will not be allowed during peak use times.
- (b) No water balloons are allowed.

Section 3.11 Conduct

- (a) No diving, running, pushing, or rough play.
 - (b) Profanity and loud music are prohibited.
 - (c) All guests should take trash home, have no debris on deck or grass, return chairs to original positions, and keep bathroom tidy.
 - (d) Guests may be asked to leave if not complying with the rules.
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Section 3.12 Vehicles

- (a) No bikes, skateboards, wagons, scooters or roller blades are allowed inside the gated area; they may cause damage to the pool decking. Vehicles must be parked in designated areas. Vehicles should not be parked on any grass area of the Amenity Center, or in any way that blocks the normal flow of traffic.
- (b) Parking is for Amenity Center use only; no overnight or long-term parking is allowed.
 - (i) Violators will be towed at the owner's expense.

Section 3.13 Overflow parking for special events

- (a) Parking for special events or private reservations is limited to the Amenity Center Parking lot, the on-street curbside parking surrounding the facility and the grass field adjacent to the Center.
- (b) Vehicles blocking the normal entrance or egress of private driveways, parked on other community property or in a manner contrary to law shall be subject to being towed at the owner's expense.

Section 3.14 Fireworks

- (a) Fireworks of any kind are not permitted anywhere on the Amenity Center facility or adjacent areas.

Section 3.15 Showering

- (a) Please shower before entering the pool, and only use waterproof sun lotion.

Section 3.16 Personal property

- (a) The Amenity Center will not be responsible for any money or personal property losses sustained by members or their guests.

Section 3.17 Center Furniture

- (a) No person shall remove any furniture from the pool center. The furniture is for members and their guests to enjoy and should not be misused or damaged.

Section 3.18 Liability

- (a) Amenity Center Members and their guests shall be liable for any property damage and/or personal injury, so the BOD reserves the right to pursue any and all legal and equitable measures necessary to remedy any losses due to property damage or personal injury

Section 3.19 Reserved

Article IV. ADMINISTRATION

Section 4.01 Modifications

- (a) The BOD reserves the right to amend or modify these policies when necessary and will notify the members of these changes. The Association has full authority to enforce the pool rules and regulations.

Section 4.02 Suspension and Termination of Pool Privileges

- (a) Privileges at the Amenity Center may be subject to suspension of Amenity Center benefits and de-activation of the Member's RID Key Fob if a Member:
 - (i) Submits false information on the application for a Radio Identification Device (RID) Fob
 - (ii) Permits unauthorized use of their Radio Identification Device (RID) Fob
 - (iii) Exhibits unsatisfactory behavior, deportment, or appearance
 - (iv) Fails to abide by the Rules and Policies established for the use of facilities
 - (v) Treats the personnel or Board representatives of the facilities in an unreasonable or abusive manner
 - (vi) Engages in conduct that is improper or likely to endanger the welfare, safety, or reputation of the Center or its management.

Section 4.03 Due process for loss of privileges

- (a) A warning letter will be sent to the offending Member stating the date, time and specific minor rule violation(s). The letter will also inform the Member that subsequent violations will result in the de-activation of the fob.
- (b) Second, multiple violations or serious offense
 - (i) Deactivation of the RID fob and suspension of Center privileges. To Reactivate of the RID Fob and Amenity Center privileges, the Member must appear before the BOD at its next stated meeting and request restoration of privileges. A majority vote of the BOD is required for restoration.
- (c) Third Offense
 - (i) Termination of all Center benefits for two calendar years then follow reinstatement procedure in 4.03(b).

Section 4.04 Consent

- (a) Every HOA Member household must sign the RULES AND REGULATIONS ACKNOWLEDGEMENT RECEIPT and MINORS ADMISSION FORM (if Applicable) and return it to The Property Management company office electronically or via USPS before their RID Fob will be activated.
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Article V. RESERVATIONS AND SPECIAL EVENTS

Section 5.01 Reservations

- (a) Parties and special events must be scheduled through The property Management company and will not be permitted without an approved reservation.
- (b) Members interested in reserving a time for a party or special event must contact the property manager and submit a completed Facility Use Application.
- (c) Reservations must be made at least two weeks in advance.
- (d) Reservations and Special Events are limited to one weekend day (Sat or Sun) and shall not exceed 4 hours in duration.
- (e) Dates and times for parties are assigned on a first-come, first-serve basis.
- (f) The following holidays will be unavailable for reservations: Memorial Day, Labor Day, Easter Sunday, and the 4th of July.
- (g) Party reservations are four hours maximum; this maximum includes set up and clean up time.
- (h) Attendance is limited to 40 persons.
- (i) The Facility Use Application will be reviewed on a case-by-case basis and BOD has the authority to reasonably deny a request.

Section 5.02 Fees

- (a) A non-refundable rental fee of Fifty Dollars (\$50) and a refundable security deposit check for Fifty Dollars (\$50) shall accompany the application effective July 1, 2019. Said rental fee shall be deposited into the general operating account of the HOA.
- (b) Members exceeding the reservation time shall be assessed an hourly fee pro-rated to the rental fee for the facility.

Section 5.03 Exclusivity

- (a) Reserving the Amenity Center does not grant exclusive use of the facility.
- (b) A benefit of HOA membership in good standing is the use of the Center for the member's peaceful enjoyment at their leisure during normal operating hours.

Section 5.04 Pool Monitor on Duty

- (a) Reserved

Section 5.05 Financial responsibility

- (a) The member renting the Center shall be responsible for any and all damage and expenses arising from the event.
 - (b) A member of the BOD (or their designee) will inspect the area before and after the special event using the inspection form, which will be signed by both the inspecting person and requesting HOA Member.
 - (c) If the cleanup is satisfactory, the form will be forwarded to the property management company and a refund check will be sent to the member.
 - (d) If the cleanup inspection is not satisfactory, the Member is responsible for additional cleaning fees and will forfeit their deposit.
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Section 5.06 Inspection

- (a) To receive a full refund of the deposit, the following must be completed:
 - (i) Ensure that all garbage is removed
 - (ii) Replace garbage liner if necessary
 - (iii) Remove all displays, favors, or remnants of the event
 - (iv) No confetti or water balloons are allowed
 - (v) Clean out and wipe down the sink and all cabinets around bar area used
 - (vi) Ensure bathroom is in original condition
 - (vii) Deck floor should be swept
 - (viii) Ensure that no damage has occurred to the Center and its property
- (b) If additional cleaning is required, the Member reserving the area will be liable for any additional expenses incurred by the Center to hire an outside cleaning contractor.
- (c) Members may opt to pay for the actual cost of cleaning by a professional cleaning service hired by the center in advance of the party

Section 5.07 Reserved

THE TRAILS AT BENT CREEK HOA

AMENITY CENTER FACILITY RESERVATION AND SPECIAL EVENT APPLICATION (Rev 6/10/24)

SECTION 5.03 RESERVED USE OF THE AMENITY CENTER AND FACILITIES ARE NOT EXCLUSIVE. MEMBERS OF THE HOA IN GOOD STANDING CANNOT BE DEINED ACCESS TO THE FACILITY DURING A RESERVED EVENT.

Name: _____ Emergency Contact #: _____

Address: _____

Date of Party: _____ Number of Guests: _____

Start Time: _____ End Time: _____
(4 Hours Max – Includes setup and cleanup)

I, (Print Name) _____ affirm that I am a Member of the TABC HOA in good standing. I hereby agree to The Trails at Bent Creek Amenity Pool Center rules. I acknowledge my deposit will be forfeited and additional fees incurred if I do not clean up and remove trash from the pool and/or common area after the party is completed. My guests and I understand alcohol is not allowed on the premises. I understand that I am liable and responsible for any and all damage, injury, and expenses arising from the event.

I will inform my guests the parking for special events or private reservations is limited to the Amenity Center Parking lot, the on-street curbside parking surrounding the facility and the grass field adjacent to the Center and that vehicles blocking the normal entrance or egress of private driveways, parked on other community property or in a manner contrary to law shall be subject to being towed at the owner's expense. *Members initials* _____

Applications shall be required to have a Pool Monitor on duty for the duration of the reservation.

I agree to indemnify and hold harmless The Trails at Bent Creek HOA, the Amenity Center, and their agents, supervisors, officers, directors, employees, and staff from any and all liability, claims, actions, suits, or demands by any person, corporation or other entity, for liability, claims, actions, suits, or demands by any person, corporation or other entity, for injuries, death, property damage of any nature, arising out of, or in connection with the use of the Amenity Center. Nothing herein shall constitute or be construed as a waiver of the Center's sovereign immunity granted pursuant to. Section 768.28, Fla. Stat.

I have read, understand and agree to abide by all policies and rules of the Center governing the Amenity Center. Failure to adhere to the Center's policies and rules may result in the suspension or termination of my privileges to use the facility. I also understand that I am financially responsible for any damages caused by my family members, my guests, and me. If requested, I will obtain an event insurance policy naming The Trails at Bent Creek HOA and their agents, supervisors, officers, directors, employees, and staff as additional insured's.

Signature of Applicant _____ Date _____

Standing in HOA Verified _____

Approved by _____ Date _____

Deposit Amount \$50
Rental Fee \$50

Check Number _____
Check Number _____

Return / Forfeit Date _____

THE TRAILS AT BENT CREEK HOA

Post Special Event Inspection Form

Member Name _____ Phone# _____

Date of Special Event _____ Number of Guests _____

Party Start Time: _____ Party End Time: _____

(4 hours max - includes set up and clean up)

Pre-Inspection Time: _____ Post-Inspection Time: _____

Please check if a violation has occurred.

- Ensure that all garbage is removed. Replace garbage liner if necessary.
- Remove all displays, favors, or remnants of the event. No confetti or water balloons are allowed.
- Clean out and wipe down the sink and all cabinets around bar area.
- Ensure bathroom is in original condition.
- Deck floor should be swept.
- Ensure that no damage has occurred to the Amenity Center and its property.

Satisfactory _____
\$50 Refund will be issued

Unsatisfactory _____
Because of violations circled above, refund will not be issued, and additional fees may be charged.

Member has opted to pay for the actual cost of cleaning by a professional cleaning service hired by the center in advance of the party.

Signature of Board Member

Signature of Member (Designee)

The CAM Team, 1008-120 Park Ave, Orange Park, FL 3273
Phone: (904)278-2338 / Email: thetrails@thecamteam.com

THE TRAILS AT BENT CREEK HOA

POOL ADMISSION FORM FOR MINORS

(AGE 14-17)

NAME OF RESPONSIBLE PARENT _____

ADDRESS _____

EMERGENCY CONTACT (Name, Relation & Number)

PHONE _____

FULL NAME OF CHILD

DOB

ALLERGIES OR SPECIAL MEDICAL NEEDS

I understand that by allowing my child to swim at the TABC Home Owners Association pool and / or use the Center facilities that I assume all responsibility of this (these) child (children).

The Association and/or the management company, will not assume the liability of the above-mentioned child's (children's) safety. You agree to instruct your child (children) as to the pool rules and regulations and take full responsibility for their actions. You also understand that no one under the age of 18 may bring a guest to the pool.

I agree to indemnify and hold harmless The Trails at Bent Creek HOA, the Amenity Center, and their agents, supervisors, officers, directors, employees, and staff from any and all liability, claims, actions, suits, or demands by any person, corporation or other entity, for liability, claims, actions, suits, or demands by any person, corporation or other entity, for injuries, death, property damage of any nature, arising out of, or in connection with the use of the Center.

Signature of Legal Parent or Guardian

Date

THE TRAILS AT BENT CREEK HOA

RULES & REGULATIONS

ACKNOWLEDGEMENT RECEIPT (REV 6-10-24)

_____ OWNER (HOA Member)

_____ TENANT

NAME: _____

PROPERTY ADDRESS:

I, _____ (Print Name), have received a copy of The Trails at Bent Creek Homeowners Associations 'The Amenity Center Policy Handbook Rev 6/10/24. I further acknowledge that I have read and understand them and agree to abide by these rules and any subsequent rules that may be adopted from time to time.

I understand that I am signing as the HOA Member of record and that this document applies to all persons who reside at my address and their guests.

I understand that I am responsible for the compliance of my guests while they are on the property and I accept any penalties that may be imposed on my guests for any violations to these rules.

SIGNED _____ DATE _____

******FAILURE TO EXECUTE AFFIDAVIT WILL RESULT IN DE-ACTIVATION OF RADIO IDENTIFICATION DEVICE (RID) FOB******

Send signed copy electronically or via USPS to:
The CAM Team, 1008-120 Park Ave, Orange Park, FL 3273
Phone: (904)278-2338 / Email: thetrails@thecamteam.com