

**GRAND HAMPTON
HOMEOWNERS ASSOCIATION, INC.
FITNESS AND RECREATIONAL OPERATING RULES & REGULATIONS**

The Hampton Club is owned and operated by the Grand Hampton Homeowners Association, Inc. (the “Association”). To facilitate maximum enjoyment for all residents within Grand Hampton, the Association has adopted these Rules and Regulations. These Rules and Regulations may be amended from time to time by the Board of Directors.

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I. ELIGIBILITY FOR USE

- a) All residents (resident owners, members of households living in Grand Hampton and designated tenants) are entitled to use the facilities of The Hampton Club, which includes pools, slide, spa, fitness center, tennis courts, playground, basketball court and multi-purpose field during posted hours. Non-resident owners who have delegated the right to use The Hampton Club and its facilities to their tenant must provide the Association with a written authorization on a form provided by the Association and a listing of tenants. Tenants will be required to provide proof of residency.
- b) The Association reserves the right to suspend a resident's use of The Hampton Club and its facilities for failure to follow these Rules and Regulations, posted rules and regulations, directives of staff on duty, and for a resident's failure to timely pay any amounts owed to the association.
- c) Exclusive use of the Hampton Room including the catering kitchen and seating area is limited to reservation and/or rental only. This area will be used for scheduled member interest group meetings, social gatherings and member events/ meetings as well as for privately reserved member parties.

Pool Party Guest Fees – Payment must be made ahead of time with the amenities staff with check only – no cash.

Fun Pool:

Two single-day guests per Grand Hampton family are allowed. After the two guests, the following charges will apply:

Five dollars (\$5) per day for guests 12 years of age and older

Three dollars (\$3) per day for guests 4 to 11 years of age

No charge for guests 3 years of age and younger.

The Fitness Center:

One guest per resident of appropriate age.

Limits on guest fees and guest policies may be modified at any time by the Board of Directors.

ALL GUESTS, except extended stay guests residing in a resident's home must be accompanied by a resident age eighteen (18) or older at all times.

If a resident's siblings, parents, etc. are supervising the resident's children while residents are on vacation or out of town, please inform the Resident Services Manager ("RSM") in advance. The RSM has the authority to develop policies that might permit the parents, siblings, etc. to use The Hampton Club on a temporary basis without payment of guest fees or upon payment of reduced fees. The parents/siblings will be required to meet with the RSM, sign a liability release and obtain a copy of the Rules and Regulations.

Residents are responsible for the conduct of their guest(s). Grand Hampton residents may bring only one guest to use the Fitness Center at any one time.

Any resident or other individual who permits or assists the entry of unauthorized persons into the Hampton Club may be subject to disciplinary action.

II. ACCESS

Each Grand Hampton adult resident prior to use of The Hampton Club must acknowledge receipt of the Rules and Regulations, complete and sign a liability waiver.

Owner

Picture ID Access cards will be issued to residents ages fourteen (14) years and older. Replacement and additional access cards can be purchased for a non-refundable fee of Fifteen Dollars (\$15) each. Any lost or stolen card key must be reported immediately to the Resident Services Manager. Card keys are non-transferable.

Barcode stickers will be issued to all residents for their vehicles to enter the front gate. Car registration is required. Replacement and additional barcode stickers can be purchased for a non-refundable fee of Seven Dollars (\$7) each.

Lessee

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Please make your checks payable to Grand Hampton Homeowners Association, Inc. You may download all forms via the Grand Hampton HOA website at:
www.egrandhampton.com

No person under the influence of alcohol or drugs will be permitted in the Hampton Club at any time.

All persons using these areas do so at their own risk and agree to abide by the posted rules for use of the facility.

III. HOURS OF OPERATION

The fitness and pool areas will be accessible by card key during the following posted hours.

POOLS and SPA:

YEAR ROUND – Dawn to Dusk

Pool hours are subject to change and will be posted.

FITNESS CENTER:

The Fitness Center will be accessible by card key access during the hours of 5:00am – midnight daily, unless otherwise posted.

For ALL OTHER FACILITIES, operating hours may be established by rule or posting at The Hampton Club.

IV. OCCUPANCY LIMITATIONS

- Fitness Center – 15 persons
- Multi-purpose Room – 15 persons
- Fun Pool – 103 persons
- Lap Pool – 76 persons
- Spa Pool – 7 persons

V. GENERAL DECORUM

Persons under twenty-one (21) years of age may not consume alcohol on Association property.

Excessive, extended noise (screaming, shrieking, and crying) is not permitted in any part of the Amenities Center.

The use of profanity or fighting is not permitted.

Smoking is not permitted at the Hampton Club or on its grounds (including the pool deck), except in designated smoking areas.

All refuse must be placed in containers provided for this purpose. Keeping the Hampton Club and pool area clean is everyone's responsibility.

Inappropriate behavior causing embarrassment to other guests is strictly prohibited.

Proper attire, including shirts and shoes, MUST be worn inside the Hampton Club at all times. Wet bathing suits are strictly prohibited inside the Hampton Club.

VI. POOLS

General:

The Fun Pool, Lap Pool, Spa and Waterslide will be unsupervised as part of normal operation.

Food and drink in glass or breakable containers are not permitted in the pool or on the pool deck.

Breakable objects are not permitted in the pool or on the pool deck area.

The Cabana area located at the bath-house may be used to hold small birthday parties, etc. not to exceed 30 guests/attendees.

Gum is not permitted in the pools or on the pool deck.

Users must wear proper bathing attire in the pools. No cut-offs, jeans, T-Back bathing suits or similar attire will be permitted.

Baby strollers must have operational brakes when parked on the pool deck.

No bicycles, scooters, roller skates or roller blades are permitted on the pool deck at any time.

Running, pushing, wrestling, excessive splashing, standing or sitting on shoulders or causing undue disturbance in or around the pool area is prohibited.

Spitting of water or similar unhygienic action is not allowed.

Items that may be potentially hazardous or annoying to another swimmer are not permitted (i.e. hard balls, water guns, etc.). Small personal rafts are permitted. Other large floating objects and rafts (i.e. inner tubes, inflatable rings, etc.) are not permitted. **No floats, rafts, balls or toys of any kind are permitted on the Waterslide.** Any of the above water accoutrements may be incorporated into an Association-sponsored activity.

All children using inflatable armbands, water wings, or any other approved Coast Guard flotation device, must be supervised one-on-one by an adult who is in the water and within arm's length of the child. At the RSM's discretion, certain flotation devices may not be permitted.

Radios, CD players or similar devices may be used inside the pool area as long as headphones are used in a manner that does not disturb others.

Except for official service animals, no pets are allowed in or around the pool area or on the pool deck.

All individuals must use the appropriate changing area (pool bath) designated for their gender.

Tables or chairs on the deck may not be reserved by placing towels and/or personal belongings on them.

All swimmers must shower before initially entering the pools.

The pools may be closed at any time due to breakdown or operational problems, and/or at the discretion of RSM, or Access Control Officer on duty. The pools and pool area will be closed during electrical storms and/or when rain makes it difficult to see any part of the pool or pool bottom clearly. The pools will be closed at the first sound of thunder and/or sighting of lightning and will remain closed for thirty minutes after the last sighting. Every one must leave the pool deck immediately when instructed to do so by the RSM or Access Control Officer on duty.

Persons who have infection or open wounds (colds, lesions, sores, inflamed eyes, nasal or ear discharge, communicable diseases, etc.) will not be allowed in the pool area. Sanitary habits are the responsibility of everyone, and anyone displaying improper behavior will be asked to leave the pool area by the RSM or Access Control Officer on duty.

The Lap Pool:

Children age fourteen (14) and under are not permitted in the lap pool unless accompanied by an adult eighteen (18) years of age or older, **who remains alert on the pool deck in the vicinity of the pool**, unless they are participating in an Association-sponsored lap pool activity **that is under the supervision of an adult.** **Residents age fifteen (15) and older** may use the lap pool unaccompanied. **BUT, parents need to keep in mind that the lap pool does not have a pool attendant on duty.**

The lap pool will be unsupervised as part of normal operation.

No diving is allowed.

No hanging or sitting on the lane markers is permitted.

All children three (3) years of age and younger or those not yet toilet trained must wear swimmers diapers. Children will not be admitted without swimmers diaper and the diaper must be worn at all times within the pool and/or pool area. Disposable diapers, cloth diapers or plastic/rubber pants are not substitutes and will not be permitted. If a child has a hygienic accident in the pool, the RSM, or Access Control Officer on duty, should be **notified immediately.**

The Fun Pool:

The Fun Pool will be unsupervised as part of normal operation.

Use of the slide is only permitted when the slide is officially open.

Children age fourteen (14) and under must always be supervised by an adult eighteen (18) years of age or older, **who remains alert on the pool deck in the vicinity of the pool.** Children must be four (4) years of age or older to go on the Waterslide alone. Only one (1) person may slide down the Waterslide at any given time unless an adult is sliding with a small child.

VII. FITNESS CENTER

The RSM has complete authority and responsibility for the safe and orderly operation of the Fitness Center. Safety is of primary concern to the Association. All persons using the Fitness Center do so at their own risk and agree to abide by the posted rules for use of the facility.

Residents **under the age of 14** are not permitted in the Fitness Center. This includes infants and toddlers.

Residents between the ages of twelve (12) and fourteen (14) are permitted in the Fitness Center, **only if accompanied by an adult eighteen (18) years of age or older.**

Residents age fifteen (15) and older are permitted to use the Fitness Center unaccompanied.

Guests under the age of eighteen (18) must be accompanied by a resident adult, eighteen (18) years of age or older.

Appropriate attire for the Fitness Center (shorts or warm-up suit, shirts or sports bra, tights or leotards) and appropriate athletic footwear must be worn. Bathing suits and bare feet are prohibited. Shirts must be worn at all times.

No food items will be brought into or consumed in the Fitness Center. Only non-alcoholic beverages in non-breakable containers are permitted.

All refuse must be placed in containers provided for this purpose. Keeping the Fitness Center clean is everyone's responsibility.

Radios and CD players are permitted in the Fitness Center **only** if used with headphones and played at a volume that does not disturb others.

Each user is requested to wipe off equipment after each use with disinfectant and paper towels that are in the Fitness Center.

VIII. BASKETBALL, TENNIS COURTS & THE TOT LOT PLAY AREA

Children under the age of twelve (12) and their maximum four (4) allowable guests must be supervised by a resident 18 years of age or older at all times in these areas. Children age twelve (12) and older and their maximum four (4) allowable guests do not require adult supervision (provided all guests are of 13 years or older as well as the resident).

Only shoes that have non-scuffing soles are permitted on the courts.

No gum, food or drink (except in a non-breakable containers) is allowed (except under the pavilions). Bicycles, rollerblades, skateboards etc. are not permitted on the tennis courts.

Any structure program scheduled for the courts by the Lifestyles Director ("LD") has priority over open court activity.

IX. EVENTS & MEETING ROOMS

General use of the Grand Room and Hampton Room is permitted for residents or guests accompanied by members age 18 and over, and are available for reservation and rental if residents would like a private party or meeting. This area will be used for **pre-scheduled** member interest group meetings, social gatherings and member events/meetings as well as for privately reserved member parties, etc. **Anyone age 14 or under** may not use the Grand Room without being accompanied by a household member age 18 or over. Lifestyle activities have priority over any reservations or use of the clubhouse.

X. RESERVATIONS

All reservations for The Hampton Room or Multi-purpose/Aerobics room will be made through the Lifestyle Director. Once a reservation is confirmed, it will be posted on a twelve (12) month calendar located in the LD's office. Residents reserving the Hampton Room/Grand Room or Multipurpose/Aerobics room are responsible for ensuring that the room is returned to its original condition after use.

Only residents/designated tenants in good standing with the Association are eligible to reserve the room. Priority for use will be given to the Association's Board of Directors and their Committees for regularly scheduled meetings and/or functions, Lifestyle events, and club meetings; otherwise, scheduling shall be on a first-come, first-serve basis. Residents reserving the room must be in attendance for the

duration of the reserved time.

At times, which do not conflict or interfere with activities sponsored by the Association, The Hampton Club's Grand Room, and Multipurpose/Aerobics rooms may be reserved for private use by any community resident for the use of that resident and his/her guests and invitees so long as the reserving resident is in good standing, and so long as the resident is in attendance for the full duration of the scheduled event. The resident is precluded from reserving the Center's Grand Room, or Multipurpose/Aerobics room on behalf of third party, non-residents.

XI. RENTAL

The Hampton Room (with overflow into the Grand Room), Multipurpose/Aerobics Studio, and Event/Sports Field can be rented for birthday parties and other social events by residents only. The renter shall be legally responsible for the behavior of all guests, agents, employees, invitees and licensees on the premises of The Hampton Club during the period of the rental of any room/grounds and shall be responsible for the cost of repairs or damage, as well as for any violations that occur on the premises of The Hampton Club.

The Renter is precluded from the transfer of any rental contract rights or responsibilities to any other individual or entity without the advance written approval of the Association. Failure to abide by the provision shall provide the Association with the power to terminate the renter's contract and retain the sums paid in advance.

Renting of any room/grounds requires completion and signature of a rental contract, as well as payment of the associated fees as follows:

Checks are made payable to: **Grand Hampton Homeowners Association, Inc.** There will be a Five Hundred Dollar (\$500) damage deposit for the Hampton Room and Grand Room and a Three Hundred Dollar (\$300) damage deposit for the Aerobics Room and Activity Field, refundable if there is no damage done to the facility or its furniture/equipment. The Security deposit can be made by check and is held without deposit until the event had concluded. The check is returned as long as there are not damages/losses.

Reservations must be made (no more than 3 months in advance) with the Lifestyle Director.

The Usage Fees are as follows:

HAMPTON ROOM

- \$200.00 for 6 hours (includes time for set up and breakdown)
- \$250.00 for the above option with overflow into the Grand Room (residents with access cards may pass through the Grand Room at any time during clubhouse open hours, 9am-9pm).

** Occupancy for the Hampton Room is a maximum of 50 people and the Grand Room is a maximum of 35 people.

MULTIPURPOSE ROOM / AEROBICS STUDIO

- \$35.00 for up to 5 hours

** The maximum occupancy for this room is 20 attendees.

EVENT / SPORTS FIELD

- \$35.00 for 5 hours

** This fee does not include access for guests to the pool area.

For all facility rentals, the renter acknowledges responsibility for the advance payment of a security deposit and usage fee. The entire fee will be due and payable upon the reservation of any other Grand Hampton facilities/grounds.

Cancellation must be made within 2 business days of the rental start time or the rental fee will be forfeited.

XII. ENFORCEMENT OF RULES & CONDUCT VIOLATIONS

All users are responsible for compliance with the Rules and Regulations.

Violations of published and posted rules and regulations will be enforced as follows:

First Violation – The RSM or Access Control Officer on duty will bring the violation to the attention of the individual involved. If the person fails to modify his/her behavior, the individual, and all parties involved, will be asked to leave The Hampton Club and/or activity immediately and will not be allowed to return until the next day. A written record of the violation will be made and forwarded to the Association as soon as possible. If the offending party is a guest, the guest and all parties involved will be asked to leave immediately, and not allowed to return for the remainder of that day.

If the offending individual/party willfully refuses to promptly vacate the premises, and/or the RSM, or Access Control Officer on duty is harassed or threatened in any way, the Tampa Police Department will be immediately dispatched

Subsequent Violation(s) – Upon a subsequent violation, the individual and all parties involved will again be asked to leave The Hampton Club and its grounds immediately. If a sanction other than a requirement to leave the grounds for the remainder of that day is imposed by the Board of Directors, the Association will provide the person, if a resident, with notice of the violation and an opportunity to request an informal hearing.

TERMS IN THIS POLICY ARE SUBJECT TO CHANGE WITHOUT NOTICE