



Rizzetta & Company

# Preserve at Wilderness Lake Community Development District

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**Workshop  
January 25, 2023**

**District Office:  
5844 Old Pasco Road, Suite 100  
Pasco, Florida 33544  
813.994.1001**

[www.wildernesslakecdd.org](http://www.wildernesslakecdd.org)

## PRESERVE AT WILDERNESS LAKE COMMUNITY DEVELOPMENT DISTRICT

The Preserve at Wilderness Lake Lodge  
21320 Wilderness Lake Boulevard, Land O' Lakes, FL 34637

[www.wildernesslakecdd.org](http://www.wildernesslakecdd.org)

<b>District Board of Supervisors</b>	Holly Ruhlig Bryan Norrie Heather Hepner Beth Edwards Agnieszka Fisher	Chairman Vice Chairman Assistant Secretary Assistant Secretary Assistant Secretary
<b>District Manager</b>	Jayna Cooper	Rizzetta & Company, Inc.
<b>District Counsel</b>	John Vericker	Straley Robin & Vericker
<b>District Engineer</b>	Stephen Brletic	BDI Engineering

**All cellular phones and pagers must be turned off while in the meeting room.**

The Audience Comment portion of the agenda is where individuals may make comments on matters that concern the District. Individuals are limited to a total of three (3) minutes to make comments during this time.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (813) 533-2950. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) 1-800-955-8770 (Voice), who can aid you in contacting the District Office.

A person who decides to appeal any decision made at the meeting/hearing/workshop with respect to any matter considered at the meeting/hearing/workshop is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made including the testimony and evidence upon which the appeal is to be based.

# PRESERVE AT WILDERNESS LAKE COMMUNITY DEVELOPMENT DISTRICT

District Office · Wesley Chapel, Florida · (813) 994-1001  
Mailing Address – 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614  
[www.wildernesslakecdd.org](http://www.wildernesslakecdd.org)

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**Board of Supervisors**  
**Preserve at Wilderness Lake**  
**Community Development District**

January 17, 2023

Dear Board Members:

The **workshop** of the Board of Supervisors of the Preserve at Wilderness Lake Community Development District will be held on **Wednesday, January 25, 2023 at 10:00 a.m.** at the Preserve at Wilderness Lake Lodge, located at 21320 Wilderness Lake Blvd., Land O' Lakes, FL 34637. The following is the agenda for this workshop.

- 1. CALL TO ORDER/PLEDGE OF ALLEGIANCE**
- 2. AUDIENCE COMMENTS/BOARD & STAFF RESPONSES**
- 3. BUSINESS ITEMS**
  - A.** Discussion Regarding Kayak Launch Options.....Tab 1
  - B.** Discussion Regarding Rules and Regulations.....Tab 2
  - C.** Discussion Regarding Amenity Staff Reviews and Bonus Program.....Tab 3
- 4. AUDIENCE COMMENTS/SUPERVISOR REQUESTS**
- 5. ADJOURNMENT**

We look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to call us at (813) 933-5571.

Sincerely,  
*Jayna Cooper*  
Jayna Cooper  
District Manager

# Tab 1



December 6, 2022

C/O Stephan Brletic  
The Reserve at Wilderness Lake  
21330 Wilderness Lake Blvd.  
Land of Lakes, FL

Via Email: [sbretic@jmt.com](mailto:sbretic@jmt.com)

**Re: Reserve at Wilderness Lake Preserve – Floating Dock Demo**

Thank you for considering Tampa Dock and Seawall (TDS) for your project. TDS has been in business since 2009, is bonded and insured, a drug free workplace with employee background checks, has earned an “A+” rating with the Better Business Bureau, and has built thousands of marine construction projects around Tampa Bay.

**Scope of Work:**

- TDS will remove the kayak rack on the floating and reinstalling it on shore adjacent to the fixed dock entrance.
- TDS will remove the 20’ x 19’ floating dock and piles & dispose of county approved landfill.
- TDS will move the 12’ x 12’ floating dock next to the fixed dock.

**Contract Cost of: \$8,900.00**

**Permitting:**

No permits are required for this work.

**Schedule:**

TDS can start your project within four (4) weeks of signing of contract and your project will take three days to complete.

**Change Orders:**

Change orders are for modifications to the original scope and costs of the original signed proposal. If you would like to make changes, please let your project manager know and we will work with you on executing an official change order.

**Unforeseen Submerged Soil Conditions Are Excluded:**

Sometimes we unexpectedly hit something hard underground that was not anticipated or accounted for in the original proposal. Simply put, we didn't know about it and you didn't know about it. Specialized equipment at an additional cost may be needed to safely proceed with the project in order to comply with legal building code requirements. If this happens, we will stop construction and discuss the issue and costs with you. An example of this when we discover an excessive amount of hard debris (rock, limestone, debris) below the water bottom that prevents a pile from being jetted and pounded in after repeated efforts. While this is unusual, it does happen and will result in time delays with additional costs.

It is understood that the Contractor does not have a drilling rig. If the Contractor encounters a large object that prohibits setting the pilings to the desired bottom penetration and cannot be moved quickly, the Contractor shall inform the Owner. If drilling or additional equipment and/or time are required, the Owner shall be responsible for all costs.

**Our Insurance:**

Always ask your builder or contractor about their insurance coverage. TDS maintains a \$1,000,000.00 Marine General Liability policy, Workman's Compensation, USL&H, Jones Act and Auto & Vessel Coverage on all our vehicles and barges. It is required by law that if you work on the water, you have to have Marine General Liability, USL&H and Jones Act policies. These coverages protect you as the homeowner. Whoever you choose to do your work, make sure they have proof of these policies.

**Our License:**

Always ask your builder who the licensed General Contractor (GC) is for their business. TDS maintains a state certified General Contractors License (CGC1518440). This is highest level of license you can have in the State of Florida. This assures you that the license holder has been vetted and authorized by the state to conduct business in the construction industry on your behalf.

Beware! Many companies have a "qualifier" GC rather than an actual employee or owner of the company. They use the qualifier's GC license (not their own) to obtain permits that only a GC can obtain for your project. That means they don't have one on staff. It also means they lack the qualifications (education, liability, performance bonds, experience, financial stability) needed to get it. Always ask about this!

**Our Payment Terms:**

Upon acceptance of this proposal, TDS requires \$4,450.00 upon signing of contract with \$4,450.00 upon completion of project.

This contract incorporates Florida Statute 713.015 relating to Florida construction lien law (see attached exhibit and signature line). In the event of default of contract, the prevailing party is entitled to receive reasonable and customary court costs, attorney

fees, and applicable fees, if any in relation to the enforcement of contract. Interest will accrue at a 18% per annum on all accounts not paid within (10) ten days of the project completion.

**Our Warranty:**

TDS warrants all workmanship for a period of one year. All manufacturer's warranties for products used are also included.

**What to Expect When Working With Us:**

Step 1. *Sign the proposal and submit a deposit.* After you sign a contract with TDS we will keep you informed during the entire process from permitting through to final inspection.

Step 2. *Sign the permit applications.* Our office manager will forward you the permit paperwork and detailed instructions on how to proceed. We will have all the pertinent information filled out and all you need to do is sign and return to us. This may require a notary depending on your location.

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Step 5. *Start the work!* Your project manager will let you know which crew members will be working on your project along with the contact information of the lead foreman. Any changes or questions about the contract scope or terms should only be directed to your project manager in order to avoid miscommunication.

Step 6. *Keep you informed.* TDS will make the customer aware of the status (on time, delays) and any potential site conditions or problems during build out. From time to time unexpected/unforeseen conditions do arise. This typically comes up when we hit rocks while trying to install or pound in the dock pilings. In certain areas, we occasionally run into limestone, debris and rocks below the water bottom. The only way to get through it is with a specialized drill rig that requires additional time and money. Since this is an additional cost to you, we will discuss this with you in advance to get your approval while pausing the project.

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documents/warranties and we ask that you submit the final payment. The project manager will then notify our office manager that the project is complete, and we will call in for all the final inspections. TDS maintains code compliance bonds with the regulatory agencies so you can rest assured that all of our work is built to code and all permits will be closed out. The job isn't complete until you say it is!

We appreciate the opportunity to serve you and hope you will choose us as your trusted marine construction contractor!

Respectfully submitted,

Chuck Juneau

*Note: TDS may withdraw this proposal if not accepted within (30) thirty days.*

**ACCEPTANCE OF PROPOSAL**

The above prices, specifications, and conditions are satisfactory and are hereby accepted. TDS is authorized to do the work specified above.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_



**ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS [713.001-713.37](#), FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND SERVICES AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS, THOSE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE ALREADY PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A "NOTICE TO OWNER." FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX, AND IT IS RECOMMENDED THAT YOU CONSULT AN ATTORNEY.**

**Acknowledged & Accepted:** \_\_\_\_\_

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December 6, 2022

C/O Stephan Brletic  
The Reserve at Wilderness Lake  
21330 Wilderness Lake Blvd.  
Land of Lakes, FL

Via Email: [sbretic@jmt.com](mailto:sbretic@jmt.com)

**Re: Reserve at Wilderness Lake Preserve – Floating Dock Demo**

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**Our Payment Terms:**

Upon acceptance of this proposal, TDS requires \$4,450.00 upon signing of contract with \$4,450.00 upon completion of project.

This contract incorporates Florida Statute 713.015 relating to Florida construction lien law (see attached exhibit and signature line). In the event of default of contract, the prevailing party is entitled to receive reasonable and customary court costs, attorney

fees, and applicable fees, if any in relation to the enforcement of contract. Interest will accrue at a 18% per annum on all accounts not paid within (10) ten days of the project completion.

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Respectfully submitted,

Chuck Juneau

*Note: TDS may withdraw this proposal if not accepted within (30) thirty days.*

**ACCEPTANCE OF PROPOSAL**

The above prices, specifications, and conditions are satisfactory and are hereby accepted. TDS is authorized to do the work specified above.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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**Acknowledged & Accepted:** \_\_\_\_\_

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January 4, 2023

C/O Stephan Brletic  
 The Reserve at Wilderness Lake  
 21330 Wilderness Lake Blvd.  
 Land of Lakes, FL

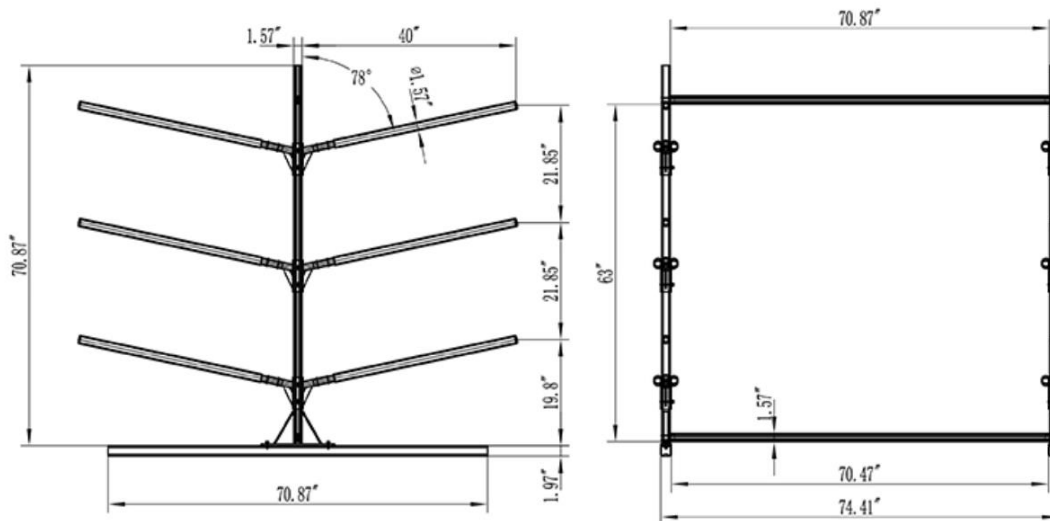
Via Email: [sbretic@jmt.com](mailto:sbretic@jmt.com)

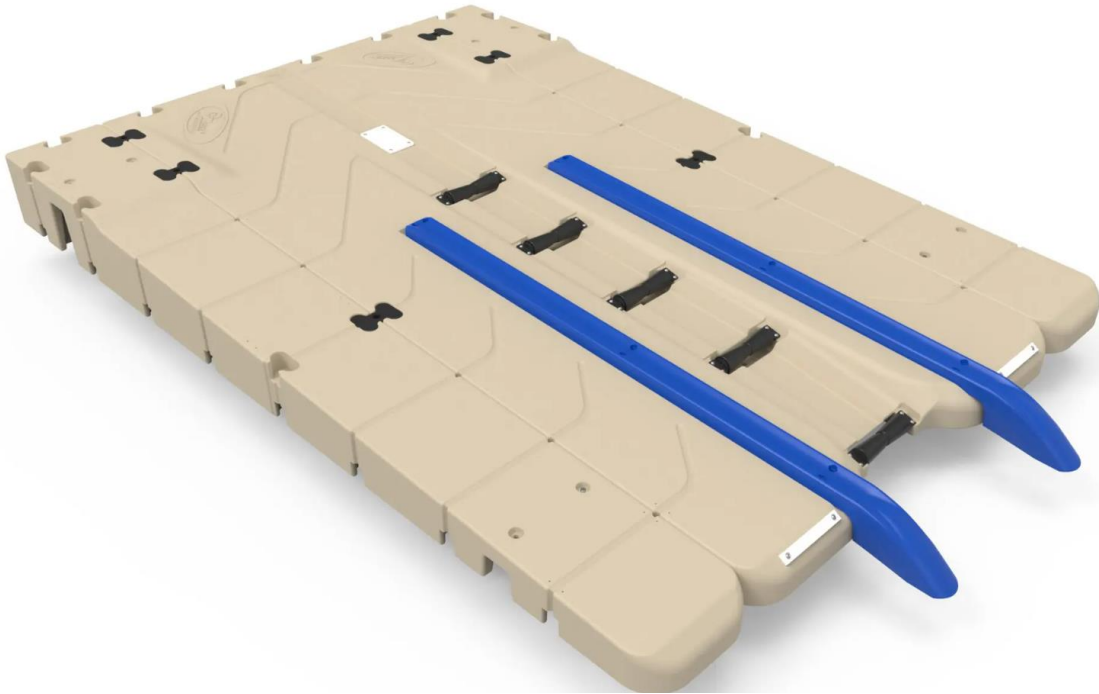
**Re: Reserve at Wilderness Lake Preserve – Dock Accessories**

Thank you for considering Tampa Dock and Seawall (TDS) for your project. TDS has been in business since 2009, is bonded and insured, a drug free workplace with employee background checks, has earned an “A+” rating with the Better Business Bureau, and has built thousands of marine construction projects around Tampa Bay.

**Dock Accessories:**

- \$2,877.00 - Freestanding T6061 aluminum rack for 6 kayaks and/or canoes
  - Heavy duty made of 2” square aluminum tubes
  - Delivered and installed on site.





- \$8,617.00 - EZ Boat port BP3000 10' x 14' with side extensions
  - Delivered and installed

**Note:**

The material costs in this proposal are subject to change due to the current market volatility and unpredictable supply shortages.

**Permitting:**

This may require a permit. If it does TDS will apply for the permit and customer will be billed at cost for any permit fees.

**Change Orders:**

Change orders are for modifications to the original scope and costs of the original signed proposal. If you would like to make changes, please let your project manager know and we will work with you on executing an official change order.

**Unforeseen Submerged Soil Conditions Are Excluded:**

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**Our Payment Terms:**

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Respectfully submitted,

Chuck Juneau

*Note: TDS may withdraw this proposal if not accepted within (30) thirty days.*

**ACCEPTANCE OF PROPOSAL**

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**Acknowledged & Accepted:** \_\_\_\_\_

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December 6, 2022

C/O Stephan Brletic  
The Reserve at Wilderness Lake  
21330 Wilderness Lake Blvd.  
Land of Lakes, FL

Via Email: [sbretic@jmt.com](mailto:sbretic@jmt.com)

**Re: Reserve at Wilderness Lake Preserve – Floating Dock Repair**

Thank you for considering Tampa Dock and Seawall (TDS) for your project. TDS has been in business since 2009, is bonded and insured, a drug free workplace with employee background checks, has earned an “A+” rating with the Better Business Bureau, and has built thousands of marine construction projects around Tampa Bay.

**Scope of Work:**

- TDS will remove the kayak rack on the floating and reinstalling it on shore adjacent to the fixed dock entrance,
  - TDS will use due diligence in relocating the kayak rack but can not be responsible if it is damaged during the move.
- After the kayak rack is relocated TDS will remove the decking on the 20’ x 19’ and 12’ x 12’ floating docks and dispose of all the decking in a county approved landfill.
- After the decking is removed on the 20’ x 19’ floating dock TDS will make the needed to repairs to the framing to make it structural sound.
- After the repairs are made TDS will redeck both floating docks with 5/4” x 6” Wear Deck fiberglass polymer decking fastened with 2.5” stainless screws.

**Contract Cost of: \$23,568.00**

**Option:**

To replace the floating docks with new aluminum framed floating docks decked with composite decking would add \$16,000 to the contract cost for a total contract of \$39,568.00

**Note:**

The material costs in this proposal are subject to change due to the current market volatility and unpredictable supply shortages.



**Permitting:**

No permits are required for this work.

**Schedule:**

TDS can start your project within four (4) weeks of signing of contract and your project will take seven days to complete.

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Change orders are for modifications to the original scope and costs of the original signed proposal. If you would like to make changes, please let your project manager know and we will work with you on executing an official change order.

**Unforeseen Submerged Soil Conditions Are Excluded:**

Sometimes we unexpectedly hit something hard underground that was not anticipated or accounted for in the original proposal. Simply put, we didn't know about it and you didn't know about it. Specialized equipment at an additional cost may be needed to safely proceed with the project in order to comply with legal building code requirements. If this happens, we will stop construction and discuss the issue and costs with you. An example of this when we discover an excessive amount of hard debris (rock, limestone, debris) below the water bottom that prevents a pile from being jetted and pounded in after repeated efforts. While this is unusual, it does happen and will result in time delays with additional costs.

It is understood that the Contractor does not have a drilling rig. If the Contractor encounters a large object that prohibits setting the pilings to the desired bottom penetration and cannot be moved quickly, the Contractor shall inform the Owner. If drilling or additional equipment and/or time are required, the Owner shall be responsible for all costs.

**Our Insurance:**

Always ask your builder or contractor about their insurance coverage.

TDS maintains a \$1,000,000.00 Marine General Liability policy, Workman's Compensation, USL&H, Jones Act and Auto & Vessel Coverage on all our vehicles and barges. It is required by law that if you work on the water, you have to have Marine General Liability, USL&H and Jones Act policies. These coverages protect you as the homeowner. Whoever you choose to do your work, make sure they have proof of these policies.

**Our License:**

Always ask your builder who the licensed General Contractor (GC) is for their business. TDS maintains a state certified General Contractors License (CGC1518440). This is highest level of license you can have in the State of Florida. This assures you that the license holder has been vetted and authorized by the state to conduct business in the construction industry on your behalf.

Beware! Many companies have a “qualifier” GC rather than an actual employee or owner of the company. They use the qualifier’s GC license (not their own) to obtain permits that only a GC can obtain for your project. That means they don’t have one on staff. It also means they lack the qualifications (education, liability, performance bonds, experience, financial stability) needed to get it. Always ask about this!

**Our Payment Terms:**

Upon acceptance of this proposal, TDS requires \$11,784.00 upon signing of contract with \$11,784.00 upon completion of project.

This contract incorporates Florida Statute 713.015 relating to Florida construction lien law (see attached exhibit and signature line). In the event of default of contract, the prevailing party is entitled to receive reasonable and customary court costs, attorney fees, and applicable fees, if any in relation to the enforcement of contract. Interest will accrue at a 18% per annum on all accounts not paid within (10) ten days of the project completion.

**Our Warranty:**

TDS warrants all workmanship for a period of one year. All manufacturer’s warranties for products used are also included.

**What to Expect When Working With Us:**

Step 1. *Sign the proposal and submit a deposit.* After you sign a contract with TDS we will keep you informed during the entire process from permitting through to final inspection.

Step 2. *Sign the permit applications.* Our office manager will forward you the permit paperwork and detailed instructions on how to proceed. We will have all the pertinent information filled out and all you need to do is sign and return to us. This may require a notary depending on your location.

Step 3. *Submit the permit applications.* After we receive the permit paperwork and deposit back from you we will submit it to the required governmental agencies for approval. Our office manager will send you weekly updates on the status of your permit until they are issued. This typically takes 2-6 weeks depending on your location.

Step 4. *Permits get issued.* Once all permits are issued for your project, you will be assigned to a project manager. Your project manager will contact you to work out the start date of the project along with other details like site access, staging areas for material delivery, parking, and work hours. At this point we will collect your next payment for the next phase of the project.

Step 5. *Start the work!* Your project manager will let you know which crew members will be working on your project along with the contact information of the lead foreman. Any

changes or questions about the contract scope or terms should only be directed to your project manager in order to avoid miscommunication.

Step 6. *Keep you informed.* TDS will make the customer aware of the status (on time, delays) and any potential site conditions or problems during build out. From time to time unexpected/unforeseen conditions do arise. This typically comes up when we hit rocks while trying to install or pound in the dock pilings. In certain areas, we occasionally run into limestone, debris and rocks below the water bottom. The only way to get through it is with a specialized drill rig that requires additional time and money. Since this is an additional cost to you, we will discuss this with you in advance to get your approval while pausing the project.

Step 7. *Inspect the finished project.* After your project is complete the project manager will walk the project with you. At this time you will receive the final close out documents/warranties and we ask that you submit the final payment. The project manager will then notify our office manager that the project is complete, and we will call in for all the final inspections. TDS maintains code compliance bonds with the regulatory agencies so you can rest assured that all of our work is built to code and all permits will be closed out. The job isn't complete until you say it is!

We appreciate the opportunity to serve you and hope you will choose us as your trusted marine construction contractor!

Respectfully submitted,

Chuck Juneau

*Note: TDS may withdraw this proposal if not accepted within (30) thirty days.*

### **ACCEPTANCE OF PROPOSAL**

The above prices, specifications, and conditions are satisfactory and are hereby accepted. TDS is authorized to do the work specified above.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**ACCORDING TO FLORIDA’S CONSTRUCTION LIEN LAW (SECTIONS [713.001-713.37](#), FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND SERVICES AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS, THOSE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE ALREADY PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A “NOTICE TO OWNER.” FLORIDA’S CONSTRUCTION LIEN LAW IS COMPLEX, AND IT IS RECOMMENDED THAT YOU CONSULT AN ATTORNEY.**

**Acknowledged & Accepted:** \_\_\_\_\_

**Please initial and return this page with the signed contract:**

1. Homeowner acknowledges that the dimensions are approximate and may vary due to the construction process, materials and trimming. By way of example, a dock that was specified to be 60" wide may end up being 56"-58" wide after trimming and finishing. Initial\_\_\_\_\_
2. Contract price does not include any permit fees or engineered plan costs. These fees, if applicable, will be added to the final invoice at cost. Initial\_\_\_\_\_
3. All electric work is excluded. The homeowner will contract directly with a licensed electrician for any electrical work needed for boatlift or dock in order for the product warranty to be valid. The homeowner is responsible for ensuring that proper voltage is being supplied to the boatlift. Initial\_\_\_\_\_
4. Any changes to the design after permits are applied for will incur a \$500 charge plus the additional cost of the work and new permit fees. Initial\_\_\_\_\_
5. Payment is due when Tampa Dock and Seawall's work is complete. Payment is due even if inspections or electrical work performed by others is not complete. Initial\_\_\_\_\_
6. Homeowner has reviewed the drawings for the dock, boatlift or seawall and acknowledges that their location on the property, the size, and dimensions are correct. Initial\_\_\_\_\_
7. If a survey becomes necessary for any reason at any time, the survey will be performed at the homeowner's expense. Initial\_\_\_\_\_
8. The homeowner will provide Tampa Dock and Seawall with the correct bunk spacing needed for cradles of the installed boatlift. This includes locations for scuppers, transducers, intakes, chines and other features present on the hull of the boat that may affect the bunk set up. We are not responsible for any damage to the vessel if these disclosures are not received. Initial\_\_\_\_\_
9. If unforeseen hazardous conditions or unpassable geological conditions are encountered after work begins, the homeowner will be notified and work may stop at the sole discretion of Tampa Dock and Seawall. If a solution cannot be mutually agreed upon for additional charges, the homeowner agrees to pay for work already completed or costs already incurred by Tampa Dock and Seawall. Initial\_\_\_\_\_

**NEW Heat-Reflective Technology**



**WearDeck™**  
Reinforced Polymeric Lumber

**> 120 Lbs/SqFt**  
**Live Load Rating\***

\*Testing performed on samples of 5/4 x 6" nominal size at 24" on center and is in compliance with ICC Building Code Requirements

**Marine  
Commercial  
Residential  
Municipal**

- Limited Lifetime Warranty**
- Mother Nature Proof**
- Foot Friendly**
- Easy, Low Cost Maintenance**
- Commercial Grade TOUGH**
- Color, Quality + UV Stable**
- Heat-Reflective Technology**



[info@weardeck.com](mailto:info@weardeck.com)  
[@weardeck](#)  
[Like us on Facebook](#)

**(352) 401-0880**

**"The last deck board you'll ever need"**

[www.WearDeck.com](http://www.WearDeck.com)

# Standard Profiles

2" x 4" (1.5" x 3.5")

1/2" x 6" (1/2" x 5.5")  
Trim/Fence

5/4" x 6" (1.05" x 5.5")

2" x 6" (1.35" x 5.5")

5/4" x 8" (1.05" x 7.25")

2" x 8" (1.5" x 7.25")

2" x 10" (1.5" x 9.25")

1/2" x 12" (1/2" x 11.25")  
Trim/Fascia

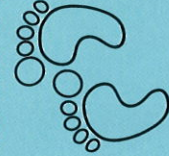
## Heat-Reflective Technology

- Reflects the sun's hot rays off the surface of the board
- Reduces surface temperature by at least 30% on each color

## Barefoot Collection

“Lighter colors, Cooler touch”

Two new WearDeck colors optimize our heat-reflective technology to keep your feet cooler than ever!



## The last deck board you will ever need.

- Highest "Live Load Capacity Ratings" in the industry: 120 Lbs/SqFt @ 24" on center
- 8 vibrant colors with a bold woodgrain, slip-resistant finish
- 8 different profiles
- Maximum color retention with 25-yr. UV package
- Rated for ground contact & underwater applications
- No mold or mildew growth
- 25-yr. Commercial & Lifetime Residential Warranty
- Structural capabilities
- Custom Cut-to-Order program reduces waste, cost & labor expenses (min. order of 800 linear ft.)
- Available in up to 28 ft. lengths
- Minimal thermal expansion & contraction (max. of 1/32" on a 20' board)
- Proudly made by the Wear family in Ocala, FL USA

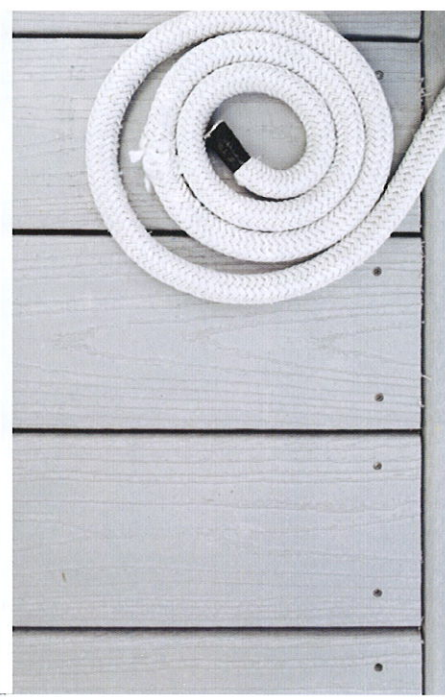
## Competition Comparison Chart

Brand	WearDeck RPL	Azek	Trex(Transcend)
Material	HDPE	PVC	Capped WPC
Nominal Size	5/4" x 6"	5/4" x 6"	1 x 6"
Actual Size	1.05" x 5.5"	1.0" x 5.5"	0.94" x 5.5"
Lbs / Lft	1.90 Lbs	1.565 Lbs	2.4 Lbs
100lbs Live Load Capacity per Sq Ft.	*24" O.C.	16" O.C.	16" O.C.
Max. Stair Tread Span	16" O.C.	9" O.C.	12" O.C.
Expansion & Contraction	1/32"	3/16"	3/16"

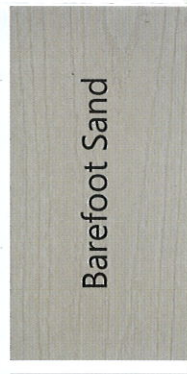
\*120Lbs \*\*Total movement on 12' board at a 50°F temp. change

Decking / Lumber Profiles - Standard & Special Lengths	Standard Lengths		
	12'	16'	20'
*5/4" x 6"	X	X	X
*2 x 6"	X	X	X
5/4" x 8"	X	X	X
2" x 8"	X	X	X
2" x 10"	X	X	X
2" x 4"		X	X
1/2" x 6"			X
1/2" x 12"	X		

\*Available in up to 28' lengths



Barefoot Grey



Barefoot Sand



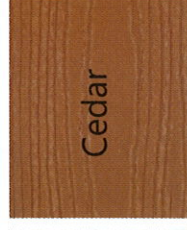
Sand



Cool Grey



Weatherwood



Cedar



Saddle



White



## Limited Lifetime Warranty

JR Plastics Corporation (hereinafter 'JR PLASTICS CORPORATION') WARRANTS that its WearDeck Reinforced Polymeric Decking product will not suffer structural damage from termites or fungal decay, and will not split, splinter or warp for the period of time beginning at the date of original consumer purchase of the products and extending through the lifetime of the original purchasers ownership, this warranty does not apply to commercial, institutional, association or related entities in which case a 25 year limited warranty applies. Labor, installation, and/or, reinstallation and any related costs including but not limited to removal of product, shipping, fabrication and service time for on-site assessment of alleged defects are not included within this warranty and shall not be paid by JR PLASTICS CORPORATION. This warranty only applies to plastic lumber products produced and manufactured by JR PLASTICS CORPORATION which are returned during the warranty period with the transportation charges prepaid by the purchaser.

THIS WARRANTY DOES NOT COVER ANY CLAIMS ARISING FROM ANY DIFFERENCES IN COLOR, FADING, OR SPOTTING AS SUCH IS INTRINSIC TO THE PRODUCT.

PURCHASERS SOLE REMEDY FOR ANY CLAIM WHATSOEVER, WHETHER IN CONTRACT, WARRANTY, TORT, OR STRICT LIABILITY, ARISING OUT OF THE USE STORAGE OR POSSESSION OF PRODUCT INCLUDING WITHOUT LIMITATION ANY CLAIM THAT PRODUCT FAILED TO PERFORM AS WARRANTED, SHALL BE REPLACEMENT WITH SUBSTITUTE PRODUCT. LABOR, TRANSPORTATION, INSURANCE AND OTHER INCIDENTAL COSTS OF REPAIR OR REPLACEMENT SHALL BE THE RESPONSIBILITY OF THE PURCHASER. PURCHASER IS SOLELY RESPONSIBLE FOR DETERMINING THE SUITABILITY OF USE, APPLICATION, OR FITNESS FOR PARTICULAR PURPOSE, OR WHETHER PRODUCT MEETS THE REQUIREMENTS OF APPLICABLE BUILDING CODES OR SAFETY CODES FOR SPECIFIC APPLICATIONS.

Notice of any claim under this warranty must be given promptly to JR PLASTICS



CORPORATION in writing along with the original purchase invoice indicating the date of purchase and purchase price, pictures of the defective product and a detailed description of the defect. This notice shall be given within (I) thirty (30) days after receipt of the product if the claim is for nonconformity or breach which could be discovered by visual inspection or (II) thirty (30) days after actual discovery of any nonconformity or breach. Any such claim shall be delivered personally or mailed postage prepaid, to JR PLASTICS CORPORATION, 5111 S. Pine Ave. Suite G Ocala, FL 34480, attention, Customer Service and shall be effective when personally delivered, or three (3) business days after mailing if mailed in the US, or when received by JR PLASTICS CORPORATION if not personally delivered or mailed in the US. Failure to give notice as required by this paragraph shall void any warranty and bar purchaser from any remedy.

THE WARRANTIES AND REMEDIES PRINTED ABOVE ARE THE ONLY WARRANTIES AND REMEDIES VALID TO THE PRODUCT. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. NO PERSON, AGENT OR DEALER IS AUTHORIZED TO ASSUME OR GRANT ANY GREATER WARRANTY OBLIGATION OR LIABILITY FOR JR PLASTICS CORPORATION. THIS WARRANTY AND ANY AND ALL RIGHTS CREATED HEREIN ARE NOT TRANSFERABLE AND SHALL NOT BE PRORATED DURING THE TERM OF THIS WARRANTY.

Voiding of Warranty, JR PLASTICS CORPORATION will have no warranty obligation with respect to the product if any of the following events occur: a) repairs required as a result of normal wear and tear (b) the product is subjected to abuse, misuse, negligence, improper or abnormal use, failure to maintain, fire, or accident including without limitation, acts of God, or environmental pollutants (c) installation, fabrication, engineering service, maintenance or use of the product is not in accordance with applicable laws and regulations or industry standards: (d) installation, fabrication, engineering service, maintenance or use of the product is performed improperly, negligently, or by unqualified or unauthorized personnel or without competent supervision (e) the movement and/or collapse of the ground or structure on which the assembly incorporating the product is installed: (f) any variations in the original color, including but not limited to fading, discoloration and spotting (g) the product is altered or modified without the prior written approval of JR PLASTICS CORPORATION; or JR PLASTICS CORPORATION has not received full payment of the invoice price of the order containing the warranted Product.

LIMITATION OF LIABILITY PURCHASER AGREES THAT JR PLASTICS CORPORATION'S LIABILITY, UNDER ANY WARRANTY, WHETHER IN CONTRACT, IN NEGLIGENCE OR OTHERWISE SHALL NOT EXCEED THE

AMOUNT OF THE PURCHASE PRICE PAID. UNDER NO CIRCUMSTANCES SHALL JR PLASTICS CORPORATION BE LIABLE FOR CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES. THE PRICE STATED FOR THE PRODUCT IS BASED UPON AND IN CONSIDERATION FOR LIMITING JR PLASTICS CORPORATION LIABILITY. NEITHER JR PLASTICS CORPORATION NOR ITS REPRESENTATIVE(S) APPROVE, RECOMMEND, OR PERFORM DESIGN REVIEW FOR SPECIFIC APPLICATIONS OF THESE PRODUCTS. NO PERSON OR ENTITY IS AUTHORIZED BY JR PLASTICS CORPORATION TO MAKE, AND JR PLASTICS CORPORATION SHALL NOT BE BOUND BY ANY STATEMENT OR REPRESENTATION AS TO THE PERFORMANCE OF PRODUCT OTHER THAN WHAT IS CONTAINED IN THIS WARRANTY. THIS WARRANTY SHALL NOT BE AMENDED OR ALTERED EXCEPT IN A WRITTEN INSTRUMENT SIGNED BY JR PLASTICS CORPORATION AND PURCHASER.

CHOICE OF LAWS/JURISDICTION/LEGAL FEES INCURRED IF THE PURCHASER BRINGS ANY JUDICIAL PROCEEDING IN RELATION TO ANY MATTER ARISING UNDER THIS LIMITED WARRANTY, THE PURCHASER IRREVOCABLY AGREES THAT ANY SUCH MATTER MUST BE ADJUDGED OR DETERMINED IN A COURT OF COMPETENT JURISDICTION WITHIN THE STATE OF FLORIDA IN THE COUNTY OF JR PLASTICS CORPORATION'S PRIMARY PLACE OF BUSINESS AND THAT SUCH MATTERS SHALL BE DETERMINED UNDER THE LAWS OF THE STATE OF FLORIDA. THE PURCHASER IRREVOCABLY SUBMITS GENERALLY AND UNCONDITIONALLY TO THE JURISDICTION OF SAID COURT IN RELATION TO SUCH MATTERS. THE PURCHASER SHALL BE LIABLE TO JR PLASTICS CORPORATION FOR ANY COSTS, DISBURSEMENTS AND/OR REASONABLE LEGAL FEES INCURRED IN SUCCESSFULLY DEFENDING JR PLASTICS CORPORATION'S POSITION IN SUCH MATTERS.

Some states do not allow limitations of the duration of implied warranties or the exclusions or limitation of incidental or consequential damages. This warranty gives you specific legal rights and you may have other rights, which vary from State to State.

JR Plastics Corporation  
5111 S. Pine Ave  
Suite G  
Ocala, FL 34480

# CERTIFICATE OF LIABILITY INSURANCE

Date  
1/17/2020

**Producer:** Plymouth Insurance Agency  
2739 U.S. Highway 19 N.  
Holiday, FL 34691  
(727) 938-5562

**This Certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded by the policies below.**

**Insured:** South East Personnel Leasing, Inc. & Subsidiaries  
2739 U.S. Highway 19 N.  
Holiday, FL 34691

Insurers Affording Coverage		NAIC #
Insurer A:	Lion Insurance Company	11075
Insurer B:		
Insurer C:		
Insurer D:		
Insurer E:		

## Coverages

The policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions, and conditions of such policies. Aggregate limits shown may have been reduced by paid claims.

INSR LTR	ADDL INSRD	Type of Insurance	Policy Number	Policy Effective Date (MM/DD/YY)	Policy Expiration Date (MM/DD/YY)	Limits																				
		<b>GENERAL LIABILITY</b> <input type="checkbox"/> Commercial General Liability <input type="checkbox"/> Claims Made <input type="checkbox"/> Occur <hr/> General aggregate limit applies per: <input type="checkbox"/> Policy <input type="checkbox"/> Project <input type="checkbox"/> LOC				Each Occurrence \$ Damage to rented premises (EA occurrence) \$ Med Exp \$ Personal Adv Injury \$ General Aggregate \$ Products - Comp/Op Agg \$																				
		<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-Owned Autos				Combined Single Limit (EA Accident) \$ Bodily Injury (Per Person) \$ Bodily Injury (Per Accident) \$ Property Damage (Per Accident) \$																				
		<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> Occur <input type="checkbox"/> Claims Made Deductible				Each Occurrence Aggregate																				
A		<b>Workers Compensation and Employers' Liability</b> Any proprietor/partner/executive officer/member excluded? <b>NO</b> If Yes, describe under special provisions below.	WC 71949	01/01/2021	01/01/2022	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 5%; text-align: center;"><b>X</b></td> <td style="width: 20%;">WC Statutory Limits</td> <td style="width: 10%;"></td> <td style="width: 10%; text-align: center;"><b>OTH-ER</b></td> <td style="width: 55%;"></td> </tr> <tr> <td></td> <td>E.L. Each Accident</td> <td></td> <td></td> <td style="text-align: right;">\$1,000,000</td> </tr> <tr> <td></td> <td>E.L. Disease - Ea Employee</td> <td></td> <td></td> <td style="text-align: right;">\$1,000,000</td> </tr> <tr> <td></td> <td>E.L. Disease - Policy Limits</td> <td></td> <td></td> <td style="text-align: right;">\$1,000,000</td> </tr> </table>	<b>X</b>	WC Statutory Limits		<b>OTH-ER</b>			E.L. Each Accident			\$1,000,000		E.L. Disease - Ea Employee			\$1,000,000		E.L. Disease - Policy Limits			\$1,000,000
<b>X</b>	WC Statutory Limits		<b>OTH-ER</b>																							
	E.L. Each Accident			\$1,000,000																						
	E.L. Disease - Ea Employee			\$1,000,000																						
	E.L. Disease - Policy Limits			\$1,000,000																						

**Other** **Lion Insurance Company is A.M. Best Company rated A (Excellent). AMB # 12616**

**Descriptions of Operations/Locations/Vehicles/Exclusions added by Endorsement/Special Provisions:** Client ID: 98-66-445  
 Coverage only applies to active employee(s) of South East Personnel Leasing, Inc. & Subsidiaries that are leased to the following "Client Company":  
**Florida Dock & Seawall, LLC dba Tampa Dock & Seawall**  
 Coverage only applies to injuries incurred by South East Personnel Leasing, Inc. & Subsidiaries active employee(s), while working in: FL.  
 Coverage does not apply to statutory employee(s) or independent contractor(s) of the Client Company or any other entity.  
 A list of the active employee(s) leased to the Client Company can be obtained by faxing a request to (727) 937-2138 or email certificates@lioninsurancecompany.com  
**Project Name:**  
 ISSUE 01-17-20 (CF)

**Begin Date: 1/15/2020**

CERTIFICATE HOLDER	CANCELLATION
HILLSBOROUGH COUNTY BUILDING DEPT.  601 E. KENNEDY BLVD., 19TH FLOOR TAMPA, FL 33601	Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.  



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/21/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> The Hilb Group of Florida, LLC 1345 S Missouri Ave Clearwater FL 33756-6533	<b>CONTACT NAME:</b> Danielle Aviles <b>PHONE (A/C. No. Ext):</b> 813-865-1189 <b>E-MAIL ADDRESS:</b> daviles@hilbgroup.com		<b>FAX (A/C. No):</b> 813-281-1086
	<b>INSURER(S) AFFORDING COVERAGE</b>		
<b>INSURED</b> Florida Dock & Seawall, LLC dba Tampa Dock & Seawall, Inc. 205 S Treasure Dr Tampa FL 33609	TAMPDOC-01	<b>INSURER A:</b> Continental Insurance Company (The)	<b>NAIC #</b> 35289
		<b>INSURER B:</b> Owners Insurance Co.	32700
		<b>INSURER C:</b>	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**COVERAGES**

CERTIFICATE NUMBER: 551267387

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	ML9780733	1/10/2021	1/10/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	5022423900	1/10/2021	1/10/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP EACH PERSON \$ 10,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			EX124511	1/10/2021	1/10/2022	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	PROTECTION & INDEMNITY LEASED/RENTED EQUIPMENT			H876608 6075769383	1/10/2021 1/10/2021	1/10/2022 1/10/2022	LIMIT 1,000,000 LIMIT / DEDUCTIBLE \$50,000 / \$1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Charles Lee Juneau: CGC1518440

PROTECTION & INDEMNITY COVERAGE INCLUDES CREW MEMBERS FOR JONES ACT.  
 Charles Lee Juneau License #: CGC1518440

**CERTIFICATE HOLDER****CANCELLATION**

HILLSBOROUGH COUNTY BUILDING DEPT  
 601 E Kennedy Blvd  
 19th Floor  
 Tampa FL 33601

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Ron DeSantis, Governor

Melanie S. Griffin, Secretary



**STATE OF FLORIDA**  
**DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**CONSTRUCTION INDUSTRY LICENSING BOARD**

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE  
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

**JUNEAU, CHARLES LEE**

TAMPA DOCK & SEAWALL  
12401 49TH ST. N.  
CLEARWATER FL 33762

**LICENSE NUMBER: CGC1518440**

**EXPIRATION DATE: AUGUST 31, 2024**

Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)



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## **Tab 2**



# WILDERNESS LAKE

P R E S E R V E

## Lodge & Recreational Facilities Rules & Regulations

Adopted by the Board of Supervisors on June 5, 2013



## **Wilderness Lodge & Recreational Facilities Rules & Regulations**

### **General**

The Preserve at Wilderness Lake Community Development District (the “District”) has adopted these Facility Rules and Regulations for the safety and security of the District and the Residents. The Board of Supervisors may modify these Rules and Regulations from time to time as needed.

Violations of the Rules and Regulations are subject to verbal warnings, written warnings, suspension and further actions taken as outlined in the Rules and Regulations, and deemed appropriate by the Board of Supervisors and its duly authorized representatives.

### **Definitions**

1. Adult – An individual 18 years of age, or older.
2. Common Areas – All real property (including the improvements thereto) now or hereafter owned by the District for the common use.
3. Community Facilities – All areas included in The Lodge and Recreational Facilities and Common Areas as stated above.
4. District Management – Those agents and representatives of the management firm hired by the District.
5. Guest(s) – Any person who is accompanying a Resident to the Main Lodge or the Common Areas; or any individual(s) who purchase a day pass for using the facilities. A Resident shall be responsible for all Guests within the Common Areas. All Residents shall remain with their Guests at all times. Lodge Manager or Recreation Manager may make accommodations as necessary for unaccompanied Guests. Approvals must be received in advance and are at the discretion of the senior staff. Non residents may purchase a day guest pass for use of the facilities for \$20.
6. Lodge and Recreational Facilities– Includes the swimming pool facility, docks, Nature’s Classroom, Activities Center, Wilderness Lake, Tree House and playground, fitness center and spa, restrooms, basketball





courts, tennis courts and the Lodge itself at the Wilderness Lodge and Recreational Facilities including all of the buildings on 6-acre campus and any additional facilities as may be added from time to time, “including all campus parks & CDD property”.

7. Lodge Identification Cards – Cards are issued to eligible Residents that meet the requirements as stated above and contained in these rules and regulations strictly for the use of the individual to access the Lodge and Recreational Facilities in accordance with the rules and regulations. The cards will be issued at the Lodge and may contain a photo of the individual cardholder.
8. Lodge Staff – Those individuals employed by the Amenity Management Company to work at the lodge such as Lodge Manager, Recreation Manager, Lodge Representatives, Pool Attendants, and Maintenance Personnel
9. Properties – Shall mean and refer to that certain real property located within the District boundaries, and such addition thereto as may hereafter be brought within the boundaries of the District.
10. Security Patrol – Those individuals employed by the agency contracted by the District to provide security patrol services for the common areas and District owned property. Eliminate following (to include monitoring access to the community through the main entrance on Route 41 by means of the guard house.
11. Resident – A homeowner or legal tenant living within the Districts boundaries; a Caregiver designated by the homeowner or legal tenant – there may be limited access provided for these individuals; a Homeowner not residing in the Districts boundaries who has retained right of use.
12. Rules and Regulations – Any written rules or regulations adopted, implemented or published by the District or its Board of Supervisors at any time and from time to time amended, with respect to the conduct and security of the Residents and their Guests, invitees, agents and contractors within the Properties.
13. Suspension – An action which prohibits a Resident or Guest from using Community Facilities for a specific period of time.
14. Use Suspension Order – A form, which immediately suspends a User’s right to use the Common Areas or Community Facilities.



## **Conduct Code**

Improper conduct, obscenities, verbal or physical threats by Residents and/or Guests will not be tolerated anywhere on Common Areas or in the Community Facilities. Actions by any person of any nature, which may be dangerous, create a health or safety problem, create a hostile environment, or disturb others, are not permitted. This includes noise, intoxication, quarreling, threatening, fighting, offensive or abusive language or behavior. Residents are responsible for family, Guests and their invitees.

All Residents are expected to conduct themselves properly with due consideration for each other and for fellow Residents and Lodge staff. Lodge Management has the authority to discipline any person for conduct, which in its opinion tends to endanger the welfare, interest or character of the District as well as for the violations of the specific Rules and Regulations of the District.

As stated in the Rules and Regulations, District and/or Lodge Staff and/or Security Officers have the right to ask any person(s) to cease their conduct and/or leave the premises as a result of conduct, which serves to harass or annoy other persons using or working in the Community Facilities. If the person(s) causing or participating in inappropriate behavior refuse to cease their activities and/or leave the premises promptly when directed, they will be advised that failure to do so immediately is a Penalty Category 4 of this rule.

At the discretion of the Staff, Lodge Manager, Security Officer and the District Manager dealing with the situation, the assistance of the local law enforcement agency may be sought to maintain order. Security Officers shall call law enforcement subject to the written policy provided to WLP security vendors. A copy of the official law enforcement report of the incident shall be obtained and delivered to the District Manager within five (5) business days for action. If the person(s) being asked to leave refuses to do so and law enforcement is called the penalty category automatically moves to level 4.

Any person who verbally threatens the physical well-being of another person or who engages in behavior that may be dangerous, create a health or safety problem, create a hostile environment, or otherwise disturb others and cause them to fear for their physical well being may be reported to the local law enforcement agency.

Anyone who observes a violation of these Rules and Regulations shall bring the matter to the attention of any Staff on duty. Residents are discouraged from trying to enforce the Rules on their own.

Staff and fellow Residents/visitors are to be treated in a courteous and considerate manner. No associate shall be reprimanded or harassed in any way by a Resident. Any cursing, sexual innuendoes, or other behavior which could



result in liability for the District, shall automatically be a Penalty Category 3. Any unwarranted (pushing, shoving, grabbing, etc.) physical contact shall automatically be a Penalty Category 4 because of the increased risk of liability to the District, as a result of this type of behavior. All Complaints regarding services rendered by any Staff member must be made to the Lodge Manager or District Manager.

Residents shall not engage or direct Staff on any private business, nor shall any Staff member be used for the individual benefit of the Resident, nor shall any Resident direct, supervise, or in any manner attempt to assert control over any such Staff members.

### **Lease Procedures and Transfer of Privileges**

Any homeowner permitting a tenant to occupy his/her dwelling must notify the Lodge Manager. All Residents names must be listed on the Lease Agreement. Leases must contain a clause that indicates the Tenant has received a copy of all District Rules and Regulations, and agrees to be bound by them.

### **Transfer of Privileges**

Homeowners may transfer their privileges for use of the facilities to their Tenants. The Assignment of Use Form shall be completed. A Tenant may not transfer privileges to another person. Upon transfer of privileges to a tenant the owner no longer has any privileges to use of District facilities until such time that the Lodge Manager is notified of termination of transfer and the Lodge Identification Cards for the tenants are returned. In the event a home is sold, the Lodge Card is to be turned in to the Lodge. The card will be deactivated and reissued to the new home owner.

### **Use of Community Facilities**

1. Community Facilities are for the use of Residents, and Guests. Lodge Staff may ask to inspect proper identification and those persons not showing it may be required to leave. **All Community Facilities are used at the risk and responsibility of the user and the user shall hold the District harmless from damage or claims by virtue of such use.**<sup>1</sup>
2. Each household is allowed up to five (5) Guests at one time unless prior approval for additional Guests is given and must be accompanied by a member of the household who is 18 or older and must obtain a guest pass from the Lodge. Residents 12-14 years of age may not have guests



unless they are accompanied by an adult. Residents 15-17 years of age may have one guest.

3. Specific portions of Community Facilities, or specific times or Community schedules may be reserved, or priority given, to certain groups, tournaments, league play, meetings, etc. Such reservations and scheduling shall be done by the Recreation Manager or Lodge Manager.
4. Clubs and/or activity groups may invite outside speakers, provided their names are submitted to the Recreation Manager or Lodge Manager no later than two (2) full weeks prior to the occasion, exceptions to this notice period are at the discretion of the Lodge Manager.
5. Clubs and/or activity groups where outside groups of “like kind” are visiting the District for an event must receive prior approval from the Recreation Manager or Lodge Manager.
6. Proof of adequate insurance coverage, appropriate license, and execution of an Indemnification Agreement of the District may be required for use of Community Facilities.
7. Fees are charged for using some portions of the community facilities.
8. District Staff, Supervisors, Management and other authorized representatives of the Board of Supervisors have the right to ask any person to leave the premises as a result of conduct, which serves to harass or annoy other persons using the facilities, damage district property or induce injury.
9. Residents and Guests may use the Community Facilities as follows:
  - a. Lodge Identification Cards are issued to Residents who are at least 16 years of age.<sup>1</sup>
  - b. Lodge Identification Cards are for use by the cardholder only. If a residence is being utilized as a vacation rental then the owner of the property will sign a transfer of privileges form and secure two (2) cards for the residence in the owner’s name. The owner will sign the Lodge Identification Card Agreement for Vacation Rentals, see sample agreement attached. The number of Guests may be limited in each facility.
  - c. The card is used to access the swimming pool facility, tennis courts, Fitness Center. Age restrictions apply.



- d. When you use the access card, your name and time of entry are registered.
- e. Your card is your responsibility. If you misplace your card please contact the Lodge Staff immediately so that the card can be deactivated.
- f. Replacement cards will be issued at a charge of \$10 per card.
- g. Hours for the Community Facilities are posted at the entrance to each facility. Residents may use the community dock, outside seating areas and parking lots after the facilities, Lodge or parks have closed. Pasco County curfew laws supersede this policy and applicable individuals must adhere to these laws first and foremost.
- h. When applying for a Lodge Identification Card, State issued identification must be presented (i.e. driver's license, birth certificate, or passport), a copy of a utility statement and or a vehicle registration showing the address. Each cardholder is required to sign a Lodge Identification Card Agreement. Tenants must provide a copy of their lease.
- i. Skateboarding or use of similar equipment will not be permitted anywhere on the recreational property.<sup>1</sup>
- j. Disrespect will not be shown to the staff or other Residents.<sup>2</sup>
- k. Shirts and shoes are to be worn in the Lodge facilities.<sup>1</sup>
- l. Wet bathing suits are not allowed to be worn in the Lodge facilities.<sup>1</sup>
- m. Profanity and bullying will not be tolerated.<sup>2</sup>
- n. No vandalizing of Community Facilities<sup>3</sup>
- o. Anyone under the age of 12 must be attended by an Adult while on Lodge property<sup>2</sup>
- p. No one under the age of 16 may use the fitness center equipment unless accompanied by a parent or guardian<sup>2</sup>
- q. No one under the age of 12 will be allowed in the fitness center<sup>2</sup>
- r. Diving or flips into the lake from the community docks or from the deck into the pool will not be allowed<sup>2</sup>



- s. Lifeguards will not be present at the lake. All persons using the boats on the lake do so at their own risk.
- t. No Fighting <sup>3</sup>
- u. Except as permitted under Florida law, no firearms or weapons (as defined in Chapter 790, Florida Statutes) are permitted on District property. <sup>3</sup>
- v. No one under 21 years of age is allowed to bring or consume alcoholic beverages within the Community Facilities. <sup>4</sup>
- w. Illegal drugs and paraphernalia are prohibited. <sup>4</sup>
- x. Pets (except for service animals as defined by Florida Law) will ordinarily not be allowed in the Lodge buildings, the swimming pool area, or other posted areas, with the exception of community events and or programs. All pets must be on a leash when on any Common Areas. <sup>1</sup>
- y. Common Areas, Community Facilities and the Properties shall be used only for the purpose for which they are designed. <sup>1</sup>

a. The Preserve at Wilderness Lake Community Development District (CDD) Parking Policy.

All residents and visitors are required to comply with the following regulations that are applicable to District owned areas:

No parking shall be permitted on the common areas within the District except in designated parking areas. Vehicles parked in any area where parking is not permitted, shall be subject to towing at the expense of the vehicle's owner.

THE RESTICTIONS LISTED HEREIN ARE IN ADDITION TO, AND EXCLUSIVE OF, VARIOUS STATE LAWS AND/OR COUNTY ORDINANCES AND/OR HOMEOWNERS' ASSOCIATION STANDARS GOVERNING PARKING WITHIN THE COMMUNITY.

- z. Climbing gates, fences, or gaining access to the facilities through non-traditional or unorthodox means is not allowed. <sup>1</sup>

For t, u, and v above, any clear violation will result in a call to the Pasco County Sheriff's office.



10. Community property (personal property) may not be removed from any Community Facility or the Common Areas without written consent of the Board of Supervisors or District Manager. <sup>2</sup>
11. Nothing is to be stored or accumulated on Common Areas. No accumulation of rubbish, debris or unsightly materials will be permitted on Common Areas. <sup>1</sup>
12. No person shall commit any nuisance, vandalism, boisterous or improper behavior on the Common Areas, or within the Community Facilities that interferes with or limits the enjoyment of the Common Areas or Community Facilities by Residents. Anyone damaging community property, Community Facilities or the Common Areas must reimburse the District for all costs associated with its repair or replacement. Residents are responsible for damages caused by their family, Guests and invitees. <sup>1</sup>
13. In accordance with the Florida Clean Air Act, smoking is prohibited in any building on the Property. Smoking is also prohibited in the pool area, playground, dock and play courts. There are designated areas established for smoking outside of these areas.
14. The District has the right to close any Community Facility. Any Community Facility closed by the District shall not be used in any manner until it is reopened.
15. All instructors are Independent Contractors that must be approved, certified, insured and must have a contractual agreement with the District.



## **Fitness Center**

1. The fitness center will be accessible as posted.
2. Lodge Identification Cards must be readily available to staff when using the facility.<sup>1</sup>
3. Children 12 - 15 years old are permitted to utilize the fitness equipment if accompanied by an Adult.<sup>2</sup>
4. Children under the age of 12 are not permitted in the fitness equipment area.<sup>2</sup>
5. Instructors will not be present in the fitness center. All persons using the fitness equipment do so at their own risk.
6. Proper work out attire must be worn while using the facilities. Shirts and sneaker type shoes are mandatory.<sup>1</sup>
7. No animals are allowed in the fitness center.<sup>1</sup>
8. No glass containers are allowed in the fitness center.<sup>1</sup>
9. Beverages, other than water, are not allowed in the carpeted areas of the fitness center.<sup>1</sup>
10. Anyone inside the building beyond 11:00pm will activate the alarm and hence be charged for the service call.<sup>1</sup>
11. All persons using the fitness room are requested to be considerate to others. Usage is on a first come first serve basis. During peak periods, use of the treadmills and bikes is limited to 30 minutes.
12. Fitness center equipment shall not be removed from the weight room or placed anywhere else in the Lodge and Recreational Facilities.<sup>2</sup>
13. Each household may bring up to two (2) Guests (unless prior approval for additional Guests is given) for use of the facility and must obtain a guest pass form from the Lodge. Residents must accompany their Guest(s) at all times.
14. Personal listening devices with a headset are permissible. Portable radios and/or "boom boxes" are not allowed in the fitness room.<sup>1</sup>





15. All persons using the fitness equipment are required to use the “Gym Wipes” for sanitization. Please bring your own towel for personal use in the fitness center.<sup>1</sup>
16. Please wipe down each piece of equipment after use.
17. Cell phone usage is not permitted in the fitness equipment area. Please put cell phone settings on vibrate and take all calls in the lobby.<sup>1</sup>
18. No bicycles or skateboards may be inside, or parked outside, of the fitness center. The skateboard rack is located by the basketball court. Bicycle racks are by the tennis court and basketball court.<sup>1</sup>
19. The fitness center is equipped with closed-circuit televisions.



## Swimming Pool Facility

1. The swimming pools and jacuzzi are open from 8:00 am until dusk. <sup>2</sup>
2. Lodge Identification Cards must be readily available to staff when using the pool facilities. <sup>1</sup>
3. Lifeguards will not be present at the pool facilities. All persons using the pool and other facilities do so at their own risk.
4. Children under the age of twelve (12) must be accompanied by an Adult at all times while using the pool facilities. <sup>2</sup> Parent or guardian must be in the jacuzzi at all times with a child under the age of 12. <sup>2</sup> Posted rules must be followed. <sup>2</sup> Please consult with a physician regarding use of the jacuzzi by infants, toddlers, pregnant women and those with a medical condition.
5. All persons using the pool facilities shall obey the capacity requirements posted, which are defined by Pasco County and the State of Florida.
6. Proper swimming attire must be worn while using the pool facilities. (Bathing suits only) <sup>1</sup> No thong swimwear is permitted at the facility.
7. No smoking is allowed in the pool area. <sup>1</sup>
8. No diving is allowed. <sup>2</sup>
9. Incontinent persons, including children who are not toilet-trained, must wear swim diapers or other protective pants designed for use in a swimming environment when using the pool, jacuzzi or water features. <sup>1</sup>
10. Rules for the lap lanes shall apply as adopted and amended from time to time.
11. No floatation devices are permitted in the pool, except for swim aids and water aerobic equipment. <sup>1</sup>
12. No running or rough housing is allowed in the swimming pool facilities. <sup>1</sup>
13. No animals with the exception of qualified service animals are allowed in the pool facilities. <sup>1</sup>
14. Alcohol is allowed in the pool facilities for those of legal drinking age. <sup>2</sup>
15. No glass containers of any kind are allowed in the pool facilities. <sup>1</sup>
16. Radios and/or "boom boxes" may not be played at the pool. <sup>1</sup>



17. Food or drink is not allowed within ten (10) feet of the pool per Florida Statute.<sup>1</sup>
18. No profanity and/or disruptive behavior, loud noise, running, jumping, diving, flips or boisterous activity is permitted in the pool area.<sup>1</sup>
19. Pool furniture shall not be removed from the pool deck area or placed into the swimming pool.<sup>2</sup>
20. Items left in the pool facilities after dusk will be kept in Lost & Found for a period of one (1) week. If the item(s) are not claimed, the item(s) will be discarded.
21. The facilities cannot be rented for parties or other group functions.
22. Each household may bring up to five (5) Guests (unless prior approval for additional Guests is given) for use of the pool facilities but must accompany their Guests at all times (unless prior approval is given). Anyone under the age of 18 may have one (1) Guest only, unless accompanied by a Resident 18 years or older.<sup>1</sup>
23. Any person swimming after the facility is closed may be suspended from the facility for the remainder of the year and is subject to trespassing charges.
24. Call 911 in the event of an emergency (Phone is located at the pool entrance to the men's locker room).
25. The swimming pool facilities are equipped with closed-circuit televisions.



## **Tennis and Basketball Court**

1. Tennis courts are lighted until 10:00pm, 7 days a week.
2. Resident may access the tennis courts with the use of their Lodge Identification Card. <sup>1</sup>
3. Play is on a first come, first serve basis unless an event has been planned using these areas.
4. Proper tennis attire is required while on the courts, such as; sportswear and tennis shoes/sneakers.
5. Profanity and/or disruptive behavior are not permitted. <sup>2</sup>
6. No rollerblades, skateboards, bicycles, children's motorized vehicles or similar equipment are allowed on the tennis or basketball courts. <sup>1</sup>
7. Glass containers are not allowed in the tennis or basketball court areas. <sup>1</sup>
8. Portable radios and/or "boom boxes" are not allowed in the tennis or basketball areas. <sup>1</sup>
9. No pets, except for service animals are allowed in the buildings and Recreational Facilities, or on the basketball or tennis courts. <sup>1</sup>
10. Basketball courts are equipped with closed-circuit televisions.
11. Any resident 18 or older may (one time per month) reserve a tennis court for doubles (4 players) or both courts (8 players). Time limit one and one half hours. Requests to Lodge must be at least one week in advance in order to give other residents proper notice of a reservation.



## Wilderness Lake

1. Use of any available canoes, kayaks and john boats is on a first come, first serve basis unless an event has been planned using the equipment.
2. A water safety flotation device is mandatory for all boat users. <sup>1</sup>
3. Residents must provide their own water safety flotation device.
4. A release form must be signed to use the boats.
5. All persons using the boat equipment must obey the capacity requirements posted. <sup>1</sup>
6. Lifeguards will not be present at the lake. All persons using the boats on the lake do so at their own risk.
7. Glass containers are not allowed on the community docks or near the lake. <sup>2</sup>
8. Anyone under the age of 18 must be accompanied by an Adult Resident at all times while using the boat equipment. <sup>2</sup>
9. Anyone under the age of 12 must be accompanied by an Adult Resident at all times when at the lake or on the dock. <sup>2</sup>
10. All boating equipment is available during Lodge Hours.
11. Smoking is prohibited on the dock. <sup>1</sup>
12. Diving, swimming, running and/or flipping off of the community docks are not allowed. <sup>2</sup>
13. Items left on the dock or near the lake after dusk will be kept in the Lost & Found for a period of one week. If the item(s) are not claimed, the item(s) will be discarded.
14. Wilderness Lake observes a catch and release policy when enjoying a day of fishing. Wilderness Lake dock area is equipped with closed-circuit televisions. <sup>1</sup>

Please remember to sign for usage of all boat equipment and that a water safety flotation is mandatory for all boat users.



## **Activities Center**

Activities Center – located between the Nature Center and the main Lodge. This building is used for community and private events.

1. The Activities Center will be open during business hours.
2. At times, the Activities Center will be closed for a private event.
3. Notification will be posted in advance of all reservations.
4. The Activities Center is open to all ages during regular business hours.
5. The Activities Center is equipped with closed-circuit televisions.
6. Use of games and equipment is on a first come, first serve basis unless an event has been planned using these.
7. Residents must be 12 years of age to visit the Community Facilities without an Adult Resident. Anyone under the age of 18 is permitted one (1) Guest, unless prior approval for additional Guests is given. <sup>2</sup>
8. Residents younger than 12 years of age must be accompanied by an Adult at all times. <sup>2</sup>

## **Wilderness Lodge Business Center**

The Business Center is located in the main Lodge and consists of two computer stations, with access to the copier and fax machine.

1. The Business Center will be open during Lodge business hours.
2. Food and drinks are not permitted within 5 feet of the computer equipment or the desk that the equipment is located upon. <sup>2</sup>
3. Cell phone use, loud talking and similar activities which may be disruptive to the quiet enjoyment of other users shall be prohibited. <sup>1</sup>
4. The Business Center is designed for teenagers and Adults to create documents, access the internet, send e-mails, fax, print and copy.
5. Time restrictions and applicable fees are posted in the Business Center.
6. All programs should be closed when leaving the workstation.
7. Do not turn off the computers unless requested to do so by Lodge Staff.



8. Changes to the system configuration are not permitted.
9. Requests for additional software or system changes must be in writing and turned in to Lodge Staff.
10. Downloading of files or software or anything of the like to the computers is not permitted. <sup>1</sup>
11. E-Mail attachments must be loaded onto disks before they are opened to protect against viruses.
12. Each Lodge Identification Cardholder is set up with a password to access the computers.
13. Parental controls and security restrictions have been applied to all computers.
14. The Lodge area is equipped with closed circuit televisions.
15. The Lodge is a "Wireless Hot Spot." Enjoy the benefit of a wireless internet connection while working off your laptop.
16. Your laptop must have a wireless enabled device in order to connect.
17. A report can be generated to list all websites that are accessed or denied through an attempt to access on District computers.



## **Nature Center Guidelines**

Nature Center– includes the building housing the animals, the Wilderness Theater and the attached screened room referred to as the Nature Center Classroom.

1. The Nature Center will be open during Lodge business hours.
2. The Nature Center display area is designed to be self-educating and interactive.
3. The Nature Center area is equipped with closed circuit televisions.
4. Wilderness Theater is open to all ages with a library of movies to select from and/or access to Bright House Networks Channels. Minors under the age of 12 must be accompanied by an adult. <sup>1</sup> Lodge Staff will do periodic inspections of the theater throughout the day – to include times that movies may be playing.
5. The DVD Library is available on a “loan” basis for at home viewing for a minimal donation. Please inquire at the Lodge office.
6. Theater equipment can only be operated by Wilderness Lodge Staff.
7. The screened classroom is designed for outdoor projects, arts & crafts and special nature programs.
8. Animals can only be handled when a staff member is present. <sup>2</sup>
9. Children under twelve (12) years of age must be accompanied by an Adult to handle the animals. <sup>2</sup>
10. The Nature Center at Wilderness Lake Preserve is designed for all ages to enjoy and experience animals, plants and marine life. We encourage school educational tours, club events, scout badge workshops and guest lectures to experience the Nature Center. Contact the Wilderness Lodge Staff if you would like to become involved and active in special events at the Nature Center.
11. The Nature Center has established a “lending library” for nature enthusiasts of all ages. Feel free to bring a book in exchange for a book.
12. The Nature Center and Theatre can be reserved for private parties at the Lodge office.





13. The Nature Center is a “Wireless Hot Spot.” Enjoy the benefit of a wireless internet connection while working off your laptop.
14. Your laptop must have a wireless enabled device in order to connect.
15. A report can be generated to list all websites that are accessed or denied through an attempt to access on District computers.



## **Spa & Fitness Center Services**

The Spa & Fitness Center consists of a fitness equipment area with cardio and weight machines, free weights, an aerobics room and rooms for massage therapy, nail and facial services. The bath house and swim facilities are also included in this area.

1. The Spa at Wilderness Lodge offers a haven for relaxation and rejuvenation. Professional services may be available.
2. Reservations: all services require reservations to be made in advance. Please call (813) 995-2437 for all appointments or email appointment preferences to [lodgemanager@wplodge.com](mailto:lodgemanager@wplodge.com).\*
3. Age Requirements: The spa is an Adult-oriented atmosphere. Exceptions can be made for nail services.<sup>2</sup>
4. Gift Certificates available through the nail technician. It's the one gift everyone wants...the opportunity to renew, relax and truly get away from it all! Gift certificates make the ideal year-round gift for any special occasion.
5. SPA Hours: (appointments required)
6. The Fitness Center at Wilderness Lodge offers:
  - Personal training
  - Fitness classes
  - Outdoor seasonally heated lap pool
  - Sauna and Jacuzzi
7. Please stop by the Lodge to register for a class and or to inquire about fitness class information.
8. Please allow a 24 hour notice for cancellations and rescheduling.

Our spa is a place of peace and tranquility. Children, beepers and cell phones are not permitted.

## **Neighborhood Park Rules**

1. The tree house play structures and all play structures in the neighborhood parks are designed for children under the age of 12.
2. Children must be supervised by an Adult at all times.<sup>1</sup>
3. No glass containers are allowed in area.<sup>1</sup>



4. Alcoholic beverages are not allowed in the parks. <sup>3</sup>
5. Use of profanity and/or disruptive behavior will not be tolerated. <sup>2</sup>
6. Report violators, damaged equipment and unsafe conditions to the District Manager.
7. Call 911 in the event of an emergency and inform the Lodge and District Manager.



## **Violation of Rules and Regulations**

### **1. Enforcement Procedures**

A Citation for violation of the Rules and Regulations is issued as follows:

- a. By any staff member or representative of the District who witnessed the violation. He/She will issue a warning and forward a duplicate copy along with supporting documentation to Lodge Manager and/or District Manager.
- b. A staff member or a Resident may report the alleged violation to a Supervisor, the Lodge Manager, Security or District Manager. The Supervisor will document the violation and forward the information to the Lodge Manager and District Manager, who will review the facts and determine whether to issue a written warning.

### **2. Warnings**

- a. Warnings issued will specify the Rule or Regulation violated. Penalties shall be levied in accordance with the Penalty Guidelines, which may be amended by the Board of Supervisors.
- b. A copy of the warning and any supporting documentation will be filed in the Lodge office.

### **3. Appeals Process**

- a. The violator may appeal the Warning by putting an appeal in writing and delivering it to the Lodge office.
- b. The Board of Supervisors will conduct an appeals hearing at the next regularly scheduled meeting of the Board of Supervisors from the date the appeal was received.

## **Penalty Guidelines**

In all cases if the offender is under 12, the parent/guardian will be called immediately if not present. If the offender's age is between 12 and 18 a copy of the written warning and or suspension notice will be mailed to parent/guardian, and the parent/guardian will be subject to the penalty along with the youth offender. In all cases of suspension, a written notice will be provided to the offender.

1. Category 1 and 2 penalties may be upgraded to the maximum of the next level(s) if a Warning is ignored or a person displays blatant disregard for following the Rules, in general.
2. All Penalties assigned to categories 1 and 2 will be automatically upgraded to category 3 if the violator has caused damages to any District or Resident's property. In all cases of violations resulting in lost revenue



damages to the District, the penalty shall be in addition to reimbursement of the cost associated with the property damage. Other financial impacts may be added to penalties where applicable.

3. In addition to the penalties and fines, the Board of Supervisors may take additional legal action against persons who do not comply with the Rules and Regulations.
  - a. For the first offense in category 1 or category 2 a written warning will be issued to the offender and staff will discuss the rules with the offender and send the offender home for the day. Category 3 offenses will result in a one week suspension. Category 4 offenses will result in a one month suspension, **except in the case of a CDD parking violation. 1st offense written and verbal notification. 2nd offense – Vehicle towed at owner’s expense.**
  - b. For a second or subsequent offense occurring within one year the suspensions are issued according to the penalty chart below and a written notice will be provided to the offender.
  - c. If the severity of a violation of any of these rules is deemed to endanger the welfare of any individuals or property, the Lodge Staff will retain the right to contact the Pasco County Sheriff’s Department and adjust the consequences to fit with the violation.

All suspension of privileges and decisions made by the staff will allow for the violator to protest the suspension at a regular District meeting and appeal the decisions of the staff

**Penalty Chart**

<b>Category</b>	<b>First Offense</b>	<b>Second Offense</b>	<b>Additional Offenses</b>
Category 1 Annotated throughout Document with <sup>1</sup>	Warning	1 Week Suspension	2 Week Suspension
Category 2 Annotated throughout Document with <sup>2</sup>	Warning	2 Week Suspension	1 Month Suspension
Category 3 Annotated throughout Document with <sup>3</sup>	1 Week Suspension	1 Month Suspension	2 Month Suspension
Category 4 Annotated throughout Document with <sup>4</sup>	1 Month Suspension <b>Parking Violation</b> Written & Verbal Notification	2 Month Suspension <b>Parking Violation</b> Vehicle towed at owner's expense.	3 Month Suspension

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WILDERNESS LAKE  
P R E S E R V E

Lodge & Recreational Facilities  
Rules & Regulations

Adopted by the Board of Supervisors on June 5, 2013



## Preserve at Wilderness Lake Rules and Regulations

### General

The Preserve at Wilderness Lake Community Development District (hereinafter the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated entirely within Pasco County, Florida. The District has adopted these Facility Rules and Regulations for the safety and security of the District and the Residents. The District Board of Supervisors may modify these Rules and Regulations from time to time as needed.

Violations of the Rules and Regulations are subject to verbal warnings, written warnings, suspension, and further actions taken as outlined in these Rules and Regulations, and deemed appropriate by the Board of Supervisors and its duly authorized representatives.

Lodge Management has the authority to impose consequences not listed herein that are reasonably fair and consistent with the conduct code.

### Definitions

1. Common Areas – All real property (including the improvements thereto) now or hereafter owned by the District for the common use.
2. Community Facilities – The Ranger Station, Main Lodge, Activity Center, Fitness Center, Pool and Spa, Pool Deck, Wilderness Lake Dock.
3. District Management – Agents and representatives of the district management firm hired by the District.
4. Guest(s) – Any person who is accompanying a resident to the main lodge or the Common Areas; or any individual(s) who purchase a day pass for using the facilities.
5. Lodge Identification Cards – Cards are issued to eligible residents that meet the requirements contained in these rules and regulations strictly for the use of the individual to access the Community Facilities in accordance with the rules and regulations. The cards will be issued at the lodge and may contain a photo of the individual cardholder. Cards for restricted age groups may be color coded for easy identification by Lodge Staff and may not provide access to restricted areas.



6. Lodge Staff – Those individuals employed by the amenity or district management company to work at the lodge.
7. Properties – Shall mean and refer to that certain real property located within the district boundaries, and such addition thereto as may hereafter be brought within the boundaries of the District.
8. Security Patrol – Those individuals employed by the agency contracted by the District to provide security patrol services.
9. Resident – A homeowner or legal tenant living within the District's boundaries; an adult caregiver designated by the homeowner or legal tenant to Lodge Staff – there may be limited access provided for these individuals; a homeowner not residing in the District's boundaries who has retained right of use.
10. Rules and Regulations – Any written rules or regulations adopted, implemented or published by the District or its Board of Supervisors at any time and from time to time amended, with respect to the conduct and security of the Residents and their Guests, invitees, agents and contractors within the Properties.
11. Suspension – An action which prohibits a Resident or Guest from using Community Facilities for a specific period.



## Conduct Code

Improper conduct, obscenities, verbal or physical threats by Residents or Guests will not be tolerated anywhere in Common Areas or Community Facilities. Actions by any person, which may be dangerous, create a health or safety problem, create a hostile environment, or disturb others are not permitted. Residents are responsible for their Guests.

All Residents are expected to conduct themselves properly with due consideration for each other and for fellow Residents and Lodge Staff. Lodge Staff has the authority to discipline any person for misconduct, which in their judgement directly violates the specific Rules and Regulations of the District. **If the person(s) refuses to cease misconduct when directed, this will result in a level 3 penalty category.**

District, Lodge Staff or Security Officers have the right to ask any person(s) to leave the premises as a result of misconduct. If the person(s) refuses to leave the premises promptly when directed, they will be advised that failure to do so immediately will result in a level 4 penalty category.

At the discretion of the Lodge Staff or Security Patrol dealing with any situation, the assistance of the local law enforcement agency may be sought to maintain order. Security Patrol shall call law enforcement subject to the written policy provided to WLP security vendors.

Anyone who observes a violation of these Rules and Regulations shall bring the matter to the attention of any Lodge Staff on duty. Residents are discouraged from trying to enforce the rules on their own.

No Resident shall direct, supervise, or in any manner attempt to manage Lodge Staff or vendors hired by District Management.



## **Lease Procedures and Transfer of Privileges**

Any homeowner permitting a tenant to occupy his/her dwelling must notify the Lodge Staff. All adult Residents names must be listed on the lease agreement.

Homeowners must transfer their privileges for use of the facilities to their tenants. A tenant may not transfer privileges to another person. Upon transfer of privileges to a tenant the owner no longer has any privileges to use the Common Facilities until such time that the Lodge Staff is notified of termination of transfer and the Lodge Identification Cards for the tenant(s) are returned. In the event a home is sold, the Lodge Identification Card is to be turned in to the Lodge Staff. The card will be deactivated and reissued to the new homeowner.

## **Use of Community Facilities**

1. Community Facilities are for the use of Residents and Guests. Lodge Staff may ask to inspect proper identification and those persons not showing it will be required to leave.<sup>1</sup>
2. Each household is allowed up to five (5) Guests at one time unless prior approval for additional Guests is given and must be accompanied by a member adult Resident and must obtain a guest pass from the Lodge. Residents 12-14 years of age may not have guests unless they are accompanied by an adult. Residents 15-17 years of age may have one guest aged 15 years or older.
3. Community Facility day passes are available for purchase from Lodge Staff for published prices which may vary. Day passes entitle holders to all privileges assigned to Residents.
4. Specific portions of Community Facilities may be reserved and reservations and scheduling shall be made by the Lodge Staff.
5. Clubs and/or activity groups may invite outside vendors or affiliated groups, provided their names are submitted to the Lodge Staff no later than two (2) full weeks prior to the occasion, exceptions to this notice period are at the discretion of the Lodge Staff.
6. Proof of adequate insurance coverage, appropriate license, and execution of an Indemnification Agreement of the district may be required for use of Community Facilities.



7. Fees are charged for using some portions of the community facilities.
8. Residents and Guests may use the Community Facilities as follows:
  - a. Lodge Identification Cards are issued to Residents who are at least 12 years of age.
  - b. Lodge Identification Cards are for use by the cardholder only.
  - c. The Lodge Identification Card is used to access the Community Facilities. Ownership of a Lodge Identification Card does not imply permission, and certain age restrictions apply.
  - d. When you use the Lodge Identification Card, your name and time of entry are registered.
  - e. Your Lodge Identification Card is your responsibility. If you misplace your card please contact the Lodge Staff immediately so that the card can be deactivated.
  - f. Replacement cards will be issued at a charge.
  - g. Hours for the Community Facilities are posted at the entrance to each facility. Residents may use the common areas until the last Community Facility is closed for the evening. Pasco County curfew laws supersede this policy and applicable individuals must adhere to these laws first and foremost.
  - h. When applying for a Lodge Identification Card, State issued identification must be presented (i.e. driver's license, birth certificate, or passport). Each cardholder is required to sign a Lodge Identification Card Agreement.
  - i. Micromobility devices, including but not limited to skateboards, bicycles, electronic scooters and similar devices will not be permitted to be operated anywhere on Property. Devices are to be stowed and secured at your own risk at provided bike and device racks.
  - j. Shirts, bottoms and shoes are to be worn in the Community Facilities. <sup>1</sup>
  - k. Wet clothing, or bathing suits without appropriate cover-ups are not allowed to be worn in the Community Facilities. <sup>1</sup>
  - l. Anyone under the age of 12 must be supervised by an adult while using Community Facilities. Parents assume responsibility for children under 12 using recreational Common Areas.



- m. No Fighting <sup>4</sup>
  - n. Except as permitted under Florida law, no firearms or weapons (as defined in Chapter 790, Florida Statutes) are permitted on District property. <sup>3</sup>
  - o. No one under 21 years of age is allowed to possess or consume alcoholic beverages within the Community Facilities or Common Areas. <sup>4</sup>
  - p. Illegal drugs and paraphernalia are prohibited. <sup>4</sup>
  - q. No parking shall be permitted on the common areas within the district except in designated parking areas. Vehicles parked in any area where parking is not permitted shall be subject to towing at the expense of the vehicle's owner. <sup>1</sup>
  - r. Climbing gates, fences, or gaining access to the facilities through non-traditional means is not allowed. <sup>1</sup>
9. Furnishings and items may not be removed from any Community Facility or the Common Areas without written consent of the Lodge Staff. <sup>2</sup>
10. Nothing is to be stored or accumulated on Common Areas. No accumulation of rubbish, debris or unsightly materials will be permitted on Common Areas. <sup>1</sup>
11. Anyone damaging or vandalizing community property, Community Facilities or the Common Areas must reimburse the District for all costs associated with its repair or replacement. Adult residents are responsible for damages caused by their household members and Guests. <sup>1</sup>
12. In accordance with the Florida Clean Air Act, smoking or vaping is prohibited in any building on the Property. Smoking or vaping is also prohibited in the pool area, playground, dock and play courts. There are designated areas established for smoking and vaping outside of these areas.
13. The district, Lodge Staff and District Management have the right to close any Community Facility. Any Community Facility closed by the district shall not be used in any manner until it is reopened.
14. All instructors are independent contractors must be approved, certified, insured and must have a contractual agreement with the District.



## Fitness Center

1. The fitness center will be accessible as posted.
2. Equipment must be used in accordance with manufacturers guidelines.
3. Lodge Identification Cards must be readily available to Lodge Staff upon request when using the facility. <sup>1</sup>
4. Residents 12 - 15 years old are permitted to utilize the fitness equipment if accompanied by an adult Resident. <sup>2</sup>
5. Children under the age of 12 are not permitted in the fitness equipment area. <sup>2</sup>
6. Instructors will not be present in the fitness center. All persons using the fitness equipment do so at their own risk.
7. Proper work out attire must be worn while using the equipment. Shirts, bottoms and appropriate shoes are mandatory. No sandals, flip-flops, bare feet or shoes determined by Lodge Staff as inappropriate are to be used in equipment areas. <sup>1</sup>
8. No animals (except for service animals as defined by Florida Law) are allowed in the fitness center. <sup>1</sup>
9. No glass containers are allowed in the fitness center. <sup>1</sup>
10. Beverages, other than water in sealable containers, are not allowed in the carpeted areas of the fitness center. <sup>1</sup>
11. Anyone inside the building beyond 11:00pm will activate the alarm and hence be charged for the service call. <sup>1</sup>
12. All persons using the fitness room are requested to be considerate to others. Usage is on a first come first serve basis. Use of the treadmills and bikes is limited to 30 minutes while others are waiting.
13. Fitness center equipment shall not be removed from the weight room or placed anywhere else in the Lodge and Common Facilities. <sup>2</sup>
14. Each household may bring up to two (2) Guests (unless prior approval for additional Guests is given) for use of the facility and must obtain a guest pass from the Lodge Staff. Residents must accompany their Guest(s) at all times.

15. Personal listening devices with headphones are permissible. Portable radios, portable electronic devices without the use of headphones and other speakers are not allowed in the fitness room. <sup>1</sup>
16. All persons using the fitness equipment are required to use the provided sanitizing materials for cleaning. Please bring your own towel for personal use in the fitness center. <sup>1</sup>
17. Please wipe down each piece of equipment after use.
18. Cell phone usage is not permitted in the fitness equipment area. Please put cell phone settings on vibrate and take all calls in the lobby. <sup>1</sup>
19. Cameras are not permitted to be used in the gym when other Residents or Guests are present. Please respect the privacy of your neighbors.
20. The fitness center is equipped with security cameras.



## Swimming Pool Facility

1. The swimming pools and jacuzzi are open from 8:00 AM to 30 minutes prior to sunset. <sup>2</sup>
2. Lodge Identification Cards must be readily available to staff when using the pool facilities. <sup>1</sup>
3. Lifeguards will not be present at the pool facilities. All persons using the pool and other facilities do so at their own risk.
4. Children under the age of twelve (12) must be accompanied by an adult at all times while using the pool facilities. <sup>2</sup> Parent or guardian must be in the jacuzzi area at all times with a child under the age of 12. <sup>2</sup> Posted rules must be followed. <sup>2</sup> Please consult with a physician regarding use of the jacuzzi by infants, toddlers, pregnant women and those with a medical condition.
5. All persons using the pool facilities shall obey the capacity requirements posted, which are defined by Pasco County and the State of Florida.
6. Proper swimming attire must be worn while using the pool facilities. (Bathing suits only) <sup>1</sup> No thong swimwear is permitted at the facility.
7. No diving is allowed. <sup>2</sup>
8. Incontinent persons, including children who are not toilet-trained, must wear swim diapers or other protective pants designed for use in a swimming environment when using the pool, jacuzzi or water features. <sup>1</sup>
9. Rules for the lap lanes shall apply as adopted and amended from time to time.
10. No leisure flotation devices are permitted in the pool, except for swim aids (including but not limited to a swim noodle, lifevest or inflatable arm-bands) and water aerobic equipment. <sup>1</sup>
11. No running or rough housing is allowed in the swimming pool facilities. <sup>1</sup>
12. No animals (except for service animals as defined by Florida Law) are allowed in the pool facilities. <sup>1</sup>
13. Alcohol is allowed in the pool facilities for those of legal drinking age. <sup>2</sup>
14. No glass containers of any kind are allowed in the pool facilities. <sup>1</sup>
15. Personal listening devices with headphones are permissible. Portable radios, portable electronic devices without the use of headphones and other speakers are not allowed at the pool. <sup>1</sup>





16. Food or drink is not allowed within ten (10) feet of the pool per Florida Statute, with the exception of commercially bottled water for the purpose of hydration. <sup>1</sup>
17. No profanity and/or disruptive behavior, loud noise, running, jumping, diving, flips or boisterous activity is permitted in the pool area. <sup>1</sup>
18. Pool furniture shall not be removed from the pool deck area or placed into the swimming pool. <sup>2</sup>
19. Items left in the pool facilities after dusk will be kept in Lost & Found for a period of one (1) week. If the item(s) are not claimed, the item(s) will be discarded.
20. The pool facilities cannot be rented for parties or other group functions.
21. Any person swimming after the facility is closed may be suspended from the facility for up to a year and is subject to trespassing charges.
22. The swimming pool facilities are equipped with security cameras.



## **Tennis Court**

1. Tennis courts are lighted until 10:00pm, 7 days a week.
2. Residents may access the tennis courts with the use of their Lodge Identification Card. <sup>1</sup>
3. Play is on a first come, first served basis unless an event has been planned using these areas.
4. Proper tennis attire is required while on the courts, such as; sportswear and tennis shoes/sneakers.
5. Glass containers are prohibited. <sup>1</sup>
6. Personal listening devices with headphones are permissible. Portable radios, portable electronic devices without the use of headphones and other speakers are not allowed on the courts. <sup>1</sup>
7. No animals, (except for service animals as defined by Florida Law) are allowed on the tennis courts. <sup>1</sup>

## **Basketball Court**

1. Glass containers are prohibited.
2. Proper attire is required while on the basketball court including shirt, bottoms and athletic shoes.
3. Personal listening devices with headphones are permissible. Portable radios, portable electronic devices without the use of headphones and other speakers are not allowed on the courts
4. No animals, (except for service animals as defined by Florida Law) are allowed on the basketball courts
5. Play is on a first come, first served basis unless an event has been planned using these areas.
6. The Basketball Court is considered a Common Area and closes when the last Common Facility closes.



## Wilderness Lake

1. Use of any available canoes, kayaks and john boats is on a first come, first served basis unless an event has been planned using the equipment.
2. A water safety flotation device is mandatory for all boat users. <sup>1</sup>
3. All persons using the boat equipment must obey the capacity requirements posted. <sup>1</sup>
4. Lifeguards will not be present at the lake. All persons using the boats on the lake do so at their own risk.
5. Glass containers are not allowed on the community docks or the lake area. <sup>2</sup>
6. Anyone under the age of 18 must be supervised by an adult at all times while using the boat equipment. <sup>2</sup>
7. Anyone under the age of 12 must be supervised by an adult at all times when at the lake or on the dock. <sup>2</sup>
8. All boating equipment is available during Lodge Hours.
9. Diving, swimming, running, jumping and/or flipping off of the community docks or Property are not allowed. <sup>2</sup>
10. Items left on the dock or near the lake after dusk will be kept in the Lost & Found for a period of one week. If the item(s) are not claimed, the item(s) will be discarded.
11. A strict catch and release policy is in effect. No casting nets are permitted in any district lakes. <sup>1</sup>



## **Activities Center**

Activities Center – located between the Nature Center and the main lodge. This building is used for community and private events.

1. The Activities Center will be open during business hours.
2. At times, the Activities Center will be closed for a private event.
3. Notification will be posted in advance of all reservations.
4. The Activities Center is equipped with security cameras.
5. Use of games and equipment is on a first come, first served basis unless an event has been planned.

## **Wilderness Lodge Business Center**

The Business Center is located in the main Lodge and consists of two computer stations, with access to the copier and fax machine.

1. The Business Center will be open during Lodge business hours.
2. Food and drinks are not permitted within 5 feet of the computer equipment or the desk that the equipment is located upon. <sup>2</sup>
3. Cell phone use, loud talking and similar activities which may be disruptive to the quiet enjoyment of other users shall be prohibited. <sup>1</sup>
4. The Business Center is designed for Residents to create documents, access the internet, send e-mails, print and copy.
5. Printing fees are posted in the Business Center.
6. Users should log-off when finished using the Business Center
7. Do not turn off the computers unless requested to do so by Lodge Staff.
8. Parental controls and security restrictions have been applied to all computers.
9. The Lodge area is equipped with security cameras.
10. The Lodge Wi-Fi password can be obtained from Lodge Staff.



## Nature Center

Nature Center– includes the building housing the animals, the Wilderness Theater and the attached screened room referred to as the Nature Center Classroom.

1. The Nature Center will be open during business hours.
2. The Nature Center display area is designed to be self-educating and interactive.
3. The Nature Center areas **and theater** are equipped with security cameras.
4. Wilderness Theater is open to all ages with a library of movies to select from and/or access to television channels. Children under the age of twelve (12) must be supervised by an adult. <sup>1</sup> Lodge Staff will do periodic inspections of the theater throughout the day, **and remotely observe theater guests** – to include times that movies may be playing.
5. Theater equipment can only be operated by Lodge Staff.
6. **Inappropriate behavior including throwing food or trash, boisterous activity, opening the emergency exit or excessive physical contact is grounds for immediate removal from the lodge property.** <sup>3</sup>
7. The screened classroom is designed for outdoor projects, arts & crafts and special nature programs.
8. Animals can only be handled when a staff member is present. <sup>2</sup>
9. Children under twelve (12) years of age must be **supervised by an adult and Lodge Staff must be present while handling the animals.** <sup>2</sup>
10. Nature Center Classroom and Theatre can be reserved for private parties at the Lodge office.



## Neighborhood Park Rules

1. The tree house play structures and all play structures in the neighborhood parks are designed for children under the age of 12. Children over the age of 12 who are using structures must do so properly without disrupting the play of fellow Residents. <sup>1</sup>
2. Children under the age of 12 must be supervised by an adult at all times. <sup>1</sup>
3. No glass containers are allowed in area. <sup>1</sup>
4. Alcoholic beverages are not allowed in the parks. <sup>3</sup>
5. Use of profanity and/or disruptive behavior will not be tolerated. <sup>2</sup>
6. Report violators, damaged equipment and unsafe conditions to the Lodge Staff. Violation of Rules and Regulations

## Enforcement Procedures

1. A citation for violation of the Rules and Regulations is issued as follows:
  - a. By any Lodge Staff who witnessed the violation.
  - b. A staff member or a Resident may report an alleged violation to Lodge.
2. Warnings
  - a. Warnings issued will specify the Rule or Regulation violated and are considered in-effect for thirty (30) days. Penalties shall be levied in accordance with the Penalty Guidelines.
  - b. A copy of the warning and any supporting documentation will be filed in the Lodge office.



## Penalty Guidelines

In all cases if the offender is under 12, the parent/guardian will be called immediately if not present. If the offender's age is between 12 and 17 a copy of the written warning and or suspension notice will be emailed to parent/guardian using **the email address provided on your resident intake form**, and the parent/guardian may be subject to the penalty along with the youth offender. **If the offender is breaking a law, the Pasco County Sherrif's office may be contacted and a full report provided.**

1. Category 1 and 2 penalties may be upgraded to the maximum of the next level(s) if a Warning is ignored or a person displays blatant disregard for following the Rules, in general.
2. All Penalties assigned to categories 1 and 2 will be automatically upgraded to category 3 if the violator has caused damages to any District or Resident's property. In all cases of violations resulting in damages to the District, the penalty shall be in addition to reimbursement of the cost associated with the property damage. Other financial impacts may be added to penalties where applicable.

All suspension of privileges and decisions made by the staff will allow for the violator to protest the suspension at a regular District meeting and appeal the decisions of the staff

### Penalty Chart

Category	First Offense	Second Offense	Additional Offenses
Category 1 Annotated throughout Document with <sup>1</sup>	Warning	1 Week Suspension	2 Week Suspension
Category 2 Annotated throughout Document with <sup>2</sup>	Warning	2 Week Suspension	1 Month Suspension
Category 3 Annotated throughout Document with <sup>3</sup>	1 Week Suspension	1 Month Suspension	2 Month Suspension
Category 4 Annotated throughout Document with <sup>4</sup>	1 Month Suspension	2 Month Suspension	3 Month Suspension

## **Tab 3**



## INTRODUCTION

In accordance with the request of the board of Wilderness Lake Preserve, the below policy for soliciting feedback from the board for associate monetary bonus will be in effect beginning FY2024.

1. As part of the annual review process, all board members will be solicited for feedback of all employees working at Wilderness Lake Preserve, that are review eligible. This feedback will be incorporated into the Rizzetta & Company annual review cycle and requested at the time the review period opens.
2. Along with comments, the below rating scale will be utilized in determining individual scoring by the board:

## RATING SCALE

<b>Distinguished Performance and Role Model Status (5)</b>	Clearly and consistently demonstrates extraordinary and exceptional accomplishment in all major areas of responsibility. Performed above and beyond expectations under exceptional circumstances during the review period. Others rarely equal performance of this caliber in similar roles.
<b>Superior/Highly Effective Performance (4)</b>	Performance is continually and consistently superior and regularly goes beyond what is expected. An exceptional contributor whose performance exceeds expectations on a consistent and sustainable basis.
<b>Fully Successful/Effective Performance (3)</b>	Performance consistently meets the critical requirements of the position, continually achieves preset goals and performs with distinction. Incumbent performance is reliable and consistent in adding value to the work unit.
<b>Partially Successful Performance/Needs Improvement (2)</b>	Performance does not consistently meet or occasionally falls below what is required of the position; improvement in specific areas is required.
<b>Unsuccessful/Unacceptable Performance (1)</b>	Performance fails to meet minimum expectations for this role, and immediate and sustained improvement is required.

3. Once a final score is determined, the average will be calculated and final score, with any comments, will be provide to the board for review by the clubhouse manager.
4. Based on total scoring and comments received, board members will be provided with an opportunity to offer additional financial compensation to individual associates.
5. Any agreed upon and approved bonus will be issued at the time annual wage increases are issued in accordance with Rizzetta & Company compensation policy.

This policy will also be in place for Board consideration of monetary compensation for Clubhouse manager and will be administered and communicated from Rizzetta & Company Amenity Management.