

Lakefront Park Rules and Regulations

TABLE OF CONTENTS

PREAMBLE_____	page 2
DEFINITIONS_____	page 2
GENERAL RULES AND REGULATIONS_____	page 2
DOCK AND BOAT USE REGULATATION_____	page 3
RESERVATIONS_____	page 4
CONCLUSION _____	page 5
LAKEFRONT PARK SCHEDULE OF FEES AND CHARGES_____	page 5
EXHIBITS_____	page 5

Rules and Regulations Relating To Lansbrook Lakefront Park

Preamble

The Lansbrook Lakefront Park is dedicated to the use and enjoyment of the members of the Lansbrook Master Association, Inc. Rules governing the use and enjoyment of this facility are for the safety, enjoyment and wellbeing of the Park users, and are based on common sense and fairness to all members, and legal and governmental limitations and restrictions imposed on the facility as part of the development approval process. These rules and regulations are not intended to provide for every possible contingency and, therefore, may be revised, amended or waived, as determined by the Board of Directors of the Lansbrook Master Association, Inc. Suggestions regarding changes should be submitted in writing to the Board of Directors, Lansbrook Master Association, Inc., Palm Harbor, Florida 34685.

Definitions

Association: *Association (LMA)* shall mean the Lansbrook Master Association, Inc., its successors and assigns.

Boat: *Boat* shall mean inboard or outboard watercraft and manual or naturally powered crafts to include jet skis.

Developer: *Developer* shall mean Lansbrook Development Corporation, its successors and assigns.

Guests: *Guest* is any person temporarily residing with a member. *Local Guest* is any guest not currently residing with a member.

Lansbrook Lakefront Park or Park: *Lansbrook Lakefront Park or Park* shall mean the 13.5 acre park facility owned by Lansbrook Master Association, Inc. at 3600 Lakefront Drive, Palm Harbor, Florida 34685 (as more particularly described in the legal description attached as exhibit A) together with any and all submerged land within Lake Tarpon which may be leased by the Association from the State of Florida for boat dock and boat launching facility purposes associated with the Park.

Member: *Member* shall mean every person holding membership in the LMA pursuant to the Declaration of Covenants, Conditions, Restrictions and Easements for Lansbrook Master Association, Inc. Members may transfer membership rights associated with usage of the park and its facilities to tenants of their property, subject however to the provision that the member waives its usage rights during the period of such transfer.

General Rules and Regulations

1. Lansbrook Lakefront Park is owned and managed by LMA for the exclusive use and benefit of its members and their guests. All others shall be deemed to be trespassing. Local guests (as defined previously) must be accompanied at all times by a member when utilizing the Park and its facilities. Members are permitted to have no more than 25 local guests per member in attendance. If members will have more than 25 local guests, then park use must be approved by the management company/Board of Directors and a fee assessed.
 2. Members are responsible for observing all rules and regulations and informing their guests and tenants of same. Members are responsible for damage caused by their guests. All members and their guests and tenants must carry appropriate identification with them at all times when they are using the Park facility and be required to present such identification upon the request of other members, the Association, its agents or its employees.
 3. All persons shall conduct themselves in a decorous manner when utilizing the Park and its facilities. Loud, boisterous conduct, excessive consumption of alcohol, use of drugs, littering and vandalism are prohibited in the Park. Offenders will be asked to leave and/or be reported to the Pinellas County Sheriffs Department in addition to other action which may be taken by the association.
 4. Members observing rule and regulation infractions should courteously inform violators of the rule or regulation being abused. Persistent violators should be reported to the Association's property manager, Monday through Friday, except holidays, between 9:00 a.m. and 4:00 p.m.
 5. Any member of the Board of Directors, officers and employees of LMA are authorized to expel violators of the rules and regulations for the day. Upon being so expelled, individuals must immediately remove themselves from the Park premises. Suspensions of longer duration and other disciplinary actions must be approved by the Board of Directors or committee thereof, in accordance with the provisions of the Declaration.
 6. Misuse and/or damage to the Park or its facilities shall potentially result in one or all of the following actions being taken:
 - a. Suspension of membership and use privileges.
 - b. Payment being assessed for cost of repair or replacement.
 - c. Criminal prosecution.
 7. Association property may not be loaned, rented or taken from the park premises for any reason without specific written permission from the Board of Directors.
- 2
8. No member or guest shall reprimand or be offensive to any employee or contractor or subcontractor of LMA. Complaints shall be submitted in writing to the property manager. Complaints must be signed by the member.
 9. *Use of the Park Property and Facilities is at the user's own risk at all times.* The LMA does not assume any liability for accidents to persons, or loss of, or damage to, personal property.
 10. It is the user's responsibility to keep the park grounds clean and uncluttered and not commit any act which could harm or endanger himself or others, for the protection, safety and enjoyment of the facilities by all users. Trash shall be disposed of in trash containers provided on the park grounds or, if the provided containers are absent or full, removed from the park by the member or guest. No trash or other materials shall be deposited or allowed to remain at any park or in any pond within the park or in Lake Tarpon unless deposited in the appropriate trash receptacles
 11. Adult members are totally responsible for the actions of their children and their guests, and shall be notified of any rule infractions or misbehavior by their children or guests. Adult members are required to help enforce any suspensions that are levied against persistent violators of the rules and regulations.
 12. The park is closed daily from 10:00 p.m. to 6:00 a.m. the following day. Any person in the park during the hours it is closed shall be considered to be trespassing and subject to legal prosecution and provisions of the Declaration of Covenants, Conditions, Restrictions and Easements for LMA regarding rule violations.
 13. Use of park facilities are on a "first come first serve" basis except for scheduled events approved by the LMA. Dates and times of scheduled events can be determined by calling the property manager.
 14. Children under the age of 8 must be supervised by a responsible adult at all times.
 15. Parking is limited to those paved and striped areas provided. Driveways shall be kept open to traffic. Vehicles in violation of this rule may be issued summonses and/or towed away at the owner's expense. Vehicles with boat trailers are restricted from parking except in spaces designated for the same.
 16. Motorized vehicles are restricted to the paved roadway system within the park. No motorized vehicles are permitted on the lawn areas or pathway system, except those used for the maintenance and upkeep of the facility. Pathways within the park are for pedestrian and bicycle use only. The speed limit within the park is 15 M.P.H.
 17. Ponds within the park are planted with environmental plantings for storm water treatment purposes. Plants shall not be removed or damaged, and no swimming or wading within the ponds shall be permitted.
 18. Picnickers are responsible for keeping their areas clean and depositing their trash in the park trash containers. Grills should be cleaned of burnt charcoal and left in a clean and presentable condition for the next user. Hot charcoal must not be disposed of in the park trash containers. (See paragraph 10 above).

19. Pets must be on leashes and under the control of their owners when in the park. Owners are responsible for cleaning up after their pets. No animals, other than dogs or cats on leashes, are permitted in the park. Native animals and birds within the park shall not be removed, banned or harassed.

20. Playground equipment is available for use during the hours of operation. Most of the playground equipment is designed for young users and adult supervision is required for their use of these facilities. Members and their guests, regardless of their age, are expected to conduct themselves in a manner that will not discourage or intimidate young children from using the playground facilities. Persistent disregard of this request may result in suspension of membership privileges and other action.

21. No area of the park is designated as a beach or swimming area and entry by any person into Lake Tarpon from the park is solely at the person's own risk.

22. Areas of the park which have been left in their natural condition are intended for very passive uses only and are not to be utilized for any purpose which would be detrimental to their natural function and character.

23. Skateboards are not permitted in the pavilion area of the Lakefront Park. Benches and other fixtures are strictly prohibited from skateboard contact.

24. Additional rules and regulations to those stated herein, which are posted on the Park property, shall have the same force and effect as if stated herein.

Dock and Boat Use Rules and Regulations

1. Only pleasure boats, in good condition, and under their own power, and only so long as such boats do not have a beam in excess of 9 feet or a length in excess of 30 feet, shall be admitted to the boat slips located at the park. All vessels must be registered or titled as required by Chapter 327 and 328, Florida Statutes. A copy of the vessel registration or title shall be submitted to the LMA upon request.

2. Boat slips are for day use only by the terms of their construction and submerged land lease approval conditions. No boats shall be left at the docking facility overnight. Boats left overnight shall be removed by the LMA at the owner's expense.

3

3. No boat which is physically or environmentally unsafe or is utilized in an unsafe or reckless manner shall be allowed to utilize the docking facility. The Rules of the Road, Navigation Laws of the United States and any special navigational regulations applicable to Lake Tarpon shall apply to all vessels in or approaching the dock facility.

4. Boats may not be refueled at the dock facility and power boats must have a fully operational, U.S. Coast Guard approved, fire extinguisher on board at all times. Fuel, oil, spirits, inflammable liquids or oily bilge water shall not be discharged into Lake Tarpon or within the park property.

5. No boats shall be docked or otherwise tied up to the dock facility except within the 25 mooring slips. Boats are prohibited within the area between the dock facility and the shoreline. The boarding platform adjacent to the launching ramp shall only be used for loading and unloading boats and not mooring.

6. Boats shall be operated along the park shoreline and in the area of the docks in a manner which does not disturb or harm vegetation. Boats shall not be brought into shore or to the picnic platform areas where shoreline aquatic vegetation exists. No activity shall be conducted which would cause harm to wildlife.

7. Boats shall not be launched into Lake Tarpon except at locations specifically designated for boat launching.

8. Refuse shall not be thrown overboard or deposited on the dock facility.

9. Charcoal fires or open flames of any type will not be permitted on the dock facility or in boats docked at the facility.

10. There shall be no swimming near, or diving from, the dock facility or boats docked at the dock facility. Fishing is permitted from the dock facility as long as the activity does not conflict with pedestrian access or boating activities. Fish may not be cleaned on the dock.

11. No repairs of boats or equipment shall be permitted at the dock facility. No portable, floating or permanent dry docks, davits, inwater boat lifts or similar devices will be permitted in the boat slips at any time.

12. No supplies, materials, accessories, equipment or debris shall be stored or left on the dock facilities.

13. The LMA shall not be liable for the care or protection of any boat (including its gear, equipment or contents) or for any loss or damage of whatever kind or nature to the boat, its contents, gear or equipment whether due to the sole negligence of the LMA or otherwise. *By use of the dock facilities, each boat owner agrees to indemnify and hold the LMA harmless against any loss, cost, suit or claim arising out of his or her use of the boat slips, launching ramp and dock facilities at the park or any handling of the boat in connection therewith.*

14. Laundry shall not be hung on boats or the dock facility.

15. No permanent or temporary structure of any kind shall be erected in the dock facility area.

16. Advertising or soliciting shall not be permitted on or from any boat moored at the dock facility, nor shall any boat be used for business or commercial purposes. No signs shall be permitted to be displayed on boats moored at the dock facility.

17. Violation of rules and regulations, disorder, depredations, or indecorous conduct by a boat owner, its crew or guests, that might injure a person, cause damage to property or harm the reputation of Lansbrook or the park and docking facilities located therein, shall be cause for immediate removal of the boat in question, in addition to other action which might be taken by the LMA.

18. Noise shall be kept to a minimum at all times when using the dock facilities. Boat slip users shall use discretion in operating engines, generators, radios, and television sets, so not to create a nuisance or disturbance. The use of power tools (drills, buffers, sanders, etc.) on boats is prohibited at the dock facility.

19. Vehicles and boat trailers shall be removed from designated boat launching areas as soon as launching is completed, and parked in parking spaces designated for trailer parking until boats are secure to the docking facility, out of the way of other boats being launched. Once boats are so secured to the docking facility, trailers must be removed from the ramp due to limited parking facilities available to accommodate vehicles with trailers. Trailers shall not be removed from vehicles while in the park.

Reservations

1. Use of all or specific areas of the park may be arranged through the property manager. Approval of such use and a reservation is required from the association's property manager and a rental charge may be required to be paid in advance of the date of use. Fees are addressed in the "Fees and Charges."
2. LMA homeowners associations' authorized functions may utilize the park and shall take precedence when reservations are being made. Determination of what constitutes an authorized function shall be solely at the discretion of the Board of Directors of the LMA. Ongoing Association functions must be approved annually by the Board of Directors.
3. Reservations for the park for any non member functions must be submitted at least one month in advance and approved by the LMA Board.

4

4. Reservations are on a "firstcome – first-serve" basis and must be made through the property manager's office, Monday through Friday, except holidays, between 9:00 a.m. and 4:00 p.m. Reservations by members must be made at least two (2) weeks prior to the proposed usage date. A reservation agreement, release from liability and indemnification agreement, and rental fee payment (if applicable) must be received in the property manager's office, within five (5) calendar days after making a reservation. Fees and charges are addressed in the next section of this publication. The park gate access key will not be issued until the appropriate fees are paid.

5. Persons making reservations must be at least 21 years of age. Persons making reservations for persons under this age must be present at the function and assume total responsibility for the function. Persons who reserve facilities are responsible for any damage to property and facilities and misconduct during the rental period.

6. The Board of Directors of the Association reserves the right to:
 - a. Deny any reservation and/or function which, in its sole opinion, is not in the best interests of the Association, its members, or the facility.
 - b. Limit the number of reservations by one individual or group of individuals if, in the opinion of the Board of Directors, the reservation privilege is being abused.
 - c. Limit the number of people using the Park or any facility therein should safety or property damage be a factor.

Fees and Charges

1. No fee will be charged for use of the park by a member if less than 25 guests are in attendance. A \$50 fee will be charged to members having more than 25 guests.

2. The rental fee for non-members, regardless of the number of guests, will be a minimum of \$100. The Board reserves the right to decline reservations or charge higher rental fees or charge no fee for employees of LMA and subcontractors of LMA.

3. A \$250 damage/clean up deposit is required in advance when reserving the park by members or non-members. The Association's property manager shall return the deposit within five business days of the park use provided no complaints (relative to the reserved function) were made by a member, LMA staff or member of the Board of Directors concerning the condition of the park and the gate key is returned to the maintenance office. Should all or a portion of the \$250 damage/clean up deposit be withheld by the Association's property manager an appeal for the recovery of the withheld amount must be made in writing to the property manager or in person to the Board within 15 calendar days of the park event.

4. LMA and LMA development homeowners' associations may utilize the park without being charged a usage fee. The \$250 damage/cleanup deposit referenced in Paragraph 3 above is applicable to these homeowners' association functions.

Conclusion

The Board of Directors recognizes that unique circumstances may require variance of rules stated herein, specifically since it is hoped that the Lansbrook Lakefront Park will become a vibrant and much used facility as the Lansbrook community grows. Please direct requests for such variances, or just suggestions for improvement of the Park facility and its usage, in writing, to: President, Lansbrook Master Association, Inc. All such requests shall be considered but decisions shall be deemed final for each specific variance request made. Under no circumstances shall the grant or denial of a variance be considered as precedent setting, since each such request shall be judged on its own merits.

Adopted this 7th day of June, 2001 by the undersigned, being all of the members of the Board of Directors of Lansbrook Master Association, Inc.

Steve Althoff, Joe Mixon, Jack Speckman, Doug Gates, Gary Gilchrist, Bill Showalter, Phil Guido

Exhibit "A"

That portion of Section 29, Township 27 South, Range 16 East, Pinellas County, Florida, being further described as follows:

Commence at the East ¼ corner of Section 28, Township 27 South, Range 16 East, thence along the EastWest centerline of said Section, N. 89° 14' 36", W. 2452.68 feet to a nontangent curve concave Easterly, having a radius of 2450.00 feet and being the centerline of Tarpon Lake Boulevard (80' R/W as recorded in O.R. Book 4831, Page 396, of the Public Records of said County; then Northerly along said curve and centerline, 816.98 feet through a central angle of 19°06'22" (C.B. N. 18°27'35" E., 813.20 feet), thence radial from said curve extended, N. 6-1°59' 14" W., 5 10.00 feet to a curve concave Northeasterly, having a radius of 1000.00 feet; then Northwesterly along said curve, 336.91 feet through a central angle of 19° 18' 13" (C.B. N. 52° 20' 08" W., 335.32 feet) to a reverse curve concave Southwesterly, having a radius of 1400.00 feet; thence Northwesterly along said curve, 1452.83 feet through a central angle of 59° 27'28" (C.B. N. 72° 24' 45" W., 1388.51 feet) to a reverse curve Northerly and having a radius of 1500.00 feet: thence Westerly along said curve, 1158.40 feet through a central angle of 44° 14'5 1 " (C.B. N. 80° 0 1'04" W., 1129.82 feet) to a reverse curve concave Southerly and having a radius of 1000.00 feet: thence Westerly along said curve, 1258.49 feet through a central angle of 72° 06' 22" (C.B. S. 86° 03' 11 " W., 1177.07 feet): thence S. 50° 00' 00" w., 181.53 feet; thence S. 40° 00' 00" E., 66.57 feet to the POINT OF BEGINNING, thence S. 40° 00'00" E., 485.75 feet, thence S. 43° 00'00" W., 637 feet more or less to the Easterly shoreline of Lake Tarpon and Point A: thence from the Point of Beginning being on a curve concave Southeasterly having a radius of 175.00 feet, Southwesterly along said curve 19.60 feet through a central angle of 06° 25' 05" (C. B. S. 24 ° 56' 39" W., 19.59 feet to a reverse curve concave Northeasterly and having a radius of 85.00 feet; thence along said curve Northwesterly, 350.90 feet through a central angle of 236° 3 1'46" (C.B. N. 40° 00'00" W., 149.73 feet) to a reverse curve concave Northwesterly, having a radius of 175.00 feet; thence Northeasterly along said curve, 19.60 feet through a central angle of 06° 25' 05" (C.B. N. 75° 03' 21" E., 19.59 feet); thence non-tangent, N. 40° 00'00" W., 165.09 feet; thence S. 77° 00'00" W., 580 feet more or less to said Easterly shoreline; thence meander Southeasterly along said shoreline, 1260 feet more or less to Point A.

Containing 13.5 acres more or less. Subject to easements, restrictions and rightsofway of record.