

**AMENDED AND RESTATED RULES  
GOVERNING THE USE OF THE  
RECREATIONAL AND OTHER DISTRICT  
FACILITIES OF THE CORAL BAY  
COMMUNITY DEVELOPMENT DISTRICT**

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**Amended and Restated Rules Governing  
the Use of the Recreational and Other District Facilities of the  
Coral Bay Community Development District**

**TABLE OF CONTENTS**

| <b>SECTION</b>     | <b>DESCRIPTION</b>   | <b>PAGE</b> |
|--------------------|--|-------------|
| 1.0                | Definitions  | <b>1</b>    |
| 2.0                | Parking and Road Right-of-Way  | <b>2</b>    |
| 3.0                | Rules Governing the Use and Operation of District Facilities                                 | <b>5</b>    |
| 4.0                | Stormwater Management Areas  | <b>8</b>    |
| 4.13               | Docks  | <b>9</b>    |
| 4.16               | Lake Bank Restoration Rule   | <b>13</b>   |
| 5.0                | Rules Governing Utilization of the Pool and Related Facilities                               | <b>23</b>   |
| 6.0                | Rules Governing Use of Clubhouse Meeting Room  | <b>25</b>   |
| 7.0                | Suspension of Privileges   | <b>26</b>   |
| 8.0                | Gate Facilities  | <b>28</b>   |
|                    |  |             |
| <b>ATTACHMENTS</b> | Attachment A – Typical Lake Bank Restoration & Stabilization Details                         |             |
|                    | Attachment B –Lake Bank Restoration & Stabilization Alt. No. 1 (Limerock Rip-Rap) Details    |             |
|                    | Attachment C –Lake Bank Restoration & Stabilization Alt. No. 2 (Sand Cement Rip-Rap) Details |             |

# AMENDED AND RESTATED RULES GOVERNING THE USE OF THE RECREATIONAL AND OTHER FACILITIES OF THE CORAL BAY COMMUNITY DEVELOPMENT DISTRICT

## 1.0 Definitions.

- 1.1 "Clubhouse" shall mean and include the office, meeting room and parking lot located on the tract of land having Broward County Folio No. 484124320031.
- 1.2 "District" shall mean the Coral Bay Community Development District.
- 1.3 "District Facilities" or "District Facility" shall mean the clubhouse, pools, parks, basketball/multi-purpose court, tennis courts, playground (a/k/a Tot Lot), and recreational facilities owned, maintained, and operated by the District.
- 1.4 "District Parking Areas" or "Parking Areas" shall include the parking spaces and lots located at the Clubhouse and immediately adjacent to the Tot Lot and tennis and multi-purpose courts.
- 1.5 "Gate Facilities" shall mean the gate mechanisms, gate arms, gate houses, bollards, cameras, equipment and related facilities owned, operated or maintained by the District.
- 1.6 "Lake Maintenance Easement" shall mean the twenty (20') foot wide lake maintenance easement that is located adjacent to the Stormwater Management Areas, and which is more particularly shown on various plats of property within the boundaries of the District, as recorded in the public records of Broward County, Florida.
- 1.7 "Park" or "Parks" shall mean and include those tracts of land having Broward County Folio Nos. 484124320031 (Clubhouse), 484124181980 (Peninsula Park), 484124120040 (Tot Lot), 484124200100 (open space), 484124200050 (tennis/multi-purpose courts area), and 484124250010 (Fay's Cove Pool and recreation area), as well as any other open space areas owned or maintained by the District.
- 1.8 "Pool" or "Pools" shall mean the three (3) pools, and related facilities, if any, owned and operated by the District, including the pool adjacent to the Clubhouse, the pool at Fay's Cove, and the pool at Peninsula Park.
- 1.9 "Stormwater Management Areas" shall mean the lakes, canals and drainage areas, and includes, but is not limited to those tracts of land having Broward County Folio Nos. 484124181990, 484124200030, 484124211780, 484124211790, 484124220020, 484124230020, 484124250020, 484124260020, 484124320040, 484124320050, 484124320060, 484124320070, 484124320080.

## **2.0 Parking and Road Right-Of-Way.**

2.1 Any vehicle or trailer parked in violation of District parking rules as set forth herein may be towed at the vehicle owner's expense by a towing contractor approved by the District Board of Supervisors. All other traffic and parking rules and regulations of the City of Margate or the State of Florida, including the requirements of Chapter 316, Florida Statutes, are to be enforced by the City of Margate Police Department or approved law enforcement agency having jurisdiction thereof.

### **2.2 District Parking Areas; On-Street Parking.**

2.2.1 Except as otherwise provided in Section 2.2.5 and Section 2.2.6 below, between the hours of 2:00 A.M. and 6:00 A.M., parking is prohibited within all District Parking Areas and on-street parking is prohibited on all District streets, roadways, thoroughfares, or rights-of-way. Marked law enforcement vehicles are exempt from the parking rules prohibiting on-street parking between the hours of 2:00 A.M. and 6:00 A.M., provided that such marked law enforcement vehicles are parked on the paved roadway.

2.2.2 Vehicles and trailers shall not be parked in any manner which has the effect of disrupting the normal flow of traffic or which would block the ingress or egress of trucks and emergency vehicles or require such vehicles to leave the paved surface to pass.

2.2.3 Vehicles parked at District Parking Areas shall be parked within spaces designated or marked for vehicular parking. No trucks, commercial vehicles, recreation vehicles, campers, derelict automobiles, boats, or trailers shall be parked at the District Parking Areas. Except as otherwise provided in Section 2.2.5 or if attending a District Board of Supervisors meeting or Clubhouse Event and parked at the Clubhouse Parking Area, parking at the District Parking Areas is limited to four (4) consecutive hours in a particular parking space, as posted.

2.2.4 Any unattended vehicle (including trailers) more than twenty-two (22') feet in length or twelve (12') feet in height (measured from grade) parked at any time on District streets, roadways, thoroughfares, or rights-of-way, or at District Parking Areas shall be subject to towing at the owner's expense immediately and without any prior warning.

2.2.5 As an exception to the parking restrictions set forth in this Section 2.2, overnight temporary overflow parking at the Clubhouse, Tot Lot and tennis court parking areas by vehicles (excludes trailers) is permitted provided the following conditions are adhered to:

- A. Vehicle shall have a current license tag and registration sticker; and
- B. Vehicle shall be in operable and drivable condition, including having all tires inflated; and

- C. Registered owner shall have current automobile insurance as required by Florida law; and
- D. On a daily basis, vehicle shall be removed from the overnight temporary overflow parking area between the hours of 8:00 a.m. to 8:00 p.m. to allow residents and visitors vehicular access to the parking areas in order to use the District's recreational facilities; and
- E. Nothing herein is intended to be construed to authorize or permit vehicular parking in the referenced Parking Areas by those persons parking and not utilizing the District's recreational facilities or not visiting, renting or owning property within the District boundaries during the daytime hours.
- F. The District reserves the right to close any District Parking Area to overnight temporary overflow parking or modify the permissible hours for such overnight temporary overflow parking at any time prior to 8:00 p.m. of the day in which the closure is scheduled to become effective.

2.2.6 As an exception to the parking restrictions set forth in this Section 2.2, overnight on-street parking under a temporary overnight parking permit is authorized under the following conditions:

- A. The owner of the vehicle has requested, at least two (2) business days in advance, a temporary overnight parking permit from the District Manager of the District by making such request via email to the email address(es) listed on the District's website at [www.coralbaycdd.com](http://www.coralbaycdd.com) for making such requests.
- B. The vehicle shall have a current license tag and registration sticker, and the vehicle shall be in operable and drivable condition, including having all tires inflated; and
- C. Registered owner shall have current automobile insurance as required by Florida law; and
- D. The vehicle is registered with the State of Florida to an address located within the boundaries of the District; and
- E. The District Manager has the authority to grant up to two temporary overnight parking permits for no more than five (5) consecutive nights (once per calendar year) for on-street parking for vehicles owned by a resident who has painted, blacktopped, asphalted, or coated their driveway. The District Manager may request copies of all applicable permits, if required in connection with the subject building, construction or improvement(s); and

- F. The District Manager has the authority to grant up to two temporary overnight parking permits for no more than five (5) consecutive nights (no more than three (3) such permits may be issued for a particular residential home per calendar year) for on-street parking for vehicles owned by a resident that is having building or landscape materials delivered to his or her driveway in connection with improvements being made at the residential home of the resident. The District Manager may request copies of all applicable permits, if required in connection with the subject building, construction or improvement(s); and
  - G. Pursuant to this section 2.2.6 of the Rules, the District Manager, or his or her designee, shall have discretion to grant or deny temporary overnight parking permits with conditions he or she deems appropriate depending on the time of year, day of the week, roadway conditions, and the request of the applicant.
- 2.3 Parking is prohibited upon or within all non-paved District property including but not limited to, District-owned greenspace areas and landscaped areas within or adjacent to any District right-of-way. This prohibition is applicable to all vehicles and trailers and shall remain in effect twenty-four (24) hours per day, seven (7) days per week. Any vehicle or trailer parked in violation of this section shall be subject to towing without notice or warning.
- 2.4 The enforcement of these parking rules may be suspended in whole or in part for specified periods of time, as determined by the District.
- 2.5 No vehicle maintenance or repair shall be permitted over or on any portion of the District road rights-of-way or property, or District Facilities.
- 2.6 All landscaping and grassed areas adjacent to any District road right-of-way shall be regularly mowed and be maintained by the property owner whose property fronts such area. Any tree, branch, plant, shrub, or other landscaping that overhangs a roadway, sidewalk, or District pavement surface shall be maintained by the adjacent property owner so that there is a twelve (12') foot minimum clearance between the roadway, sidewalk, or pavement surface and the bottom of the canopy of such overhanging tree, plant, shrubs, or other landscaping.
- 2.7 Anyone operating a motor vehicle upon District road right-of-way shall do so in accordance with the City of Margate Code of Ordinances, Florida law, parking regulations, and posted speed limits and traffic regulations.

### **3.0 Rules Governing the Use and Operation of District Facilities.**

- 3.1 Responsibility for Personal Property and Persons.** Each person using District Facilities assumes sole responsibility for the health, safety and welfare of such person, his or her immediate family members, guests, and the personal property of all of the foregoing.
- 3.1.1 The District is not responsible for any loss or damage to any private property used or stored on the District Facilities. Without limiting the foregoing, any person parking a vehicle within the District Parking Areas assumes all risk of loss with respect to his or her vehicle in the District Parking Areas; equipment, jewelry or other possessions stored on bicycles, or within or on vehicles; and wallets, books and clothing left in the Pools, Parks, or other District Facilities.
- 3.1.2 Any person who, in any manner, makes use of, or accepts the use of, any apparatus, appliance, facility, privilege or service whatsoever owned, leased or operated by the District, or who engages in any contest, game, function, exercise, competition or other activity operated, organized, arranged or sponsored by the District, either on or off the District Property, shall do so at their own risk. Every person shall be liable for any property damage and/or personal injury at a District Facility, or at any activity or function operated, organized, arranged or sponsored by the District, caused by such person.
- 3.1.3 **Indemnification of District and District Manager.** In addition, each person using the District Facilities, by entering onto a District Facility, agrees to indemnify and hold harmless District and District Manager, and their respective officers, partners, agents, employees, affiliates, directors and attorneys (collectively, "Indemnified Parties"), against any and all actions, injury, claims, loss, liability, damages, costs and expenses of any kind or nature whatsoever ("Losses") incurred by or asserted against any of the Indemnified Parties from and after the date hereof, whether direct, indirect, or consequential, as a result of or in any way related to such person's use of the District Facilities, or the interpretation of these Rules (and any supplemental rules and regulations) and/or from any act or omission of the District or of any of the Indemnified Parties.
- 3.1.4 **Attorneys' Fees.** Should any person bring suit against District or District Manager or any of the Indemnified Parties for any claim or matter and fail to obtain judgment therein against such Indemnified Parties, said person shall be liable, jointly and severally, to such parties for all Losses, costs and expenses incurred by the Indemnified Parties in the defense of such suit, including attorney's fees, paraprofessional fees, and court costs and expenses incurred at (or prior to) trial and upon appeal.
- 3.2 RESERVED.
- 3.3 The hours of operation for District Facilities shall be determined by resolution of the Board of Supervisors and may be amended from time to time by resolution of the Board of Supervisors.
- 3.4 Children under the age of twelve (12) years old shall be accompanied and supervised at all times by an adult when using the Pools and Parks.

- 3.5 Any portion or area of the Clubhouse, Park, Pool, or other District Facilities may be declared closed to the public at any time or may be reasonably limited to certain users as determined on a case-by-case basis by the District.
- 3.6 Clubhouse, Park, Pool or other District property, facilities, and equipment shall be used solely for the purpose or purposes for which they were designed and designated.
- 3.7 No bicycles, skateboards, rip-stiks, roller blades, roller skates, scooters, motorized devices, or similar means of transportation or recreation shall be used, possessed or placed on the tennis courts, tennis court surfaces, or pool decks at any time. Bicycle racks shall be used where provided by District. Notwithstanding the foregoing, bicycles left at District Facilities and bicycle storage racks (if provided) are stored at the bicycle owner's own risk. The tennis courts may be utilized for tennis only due to the potential for damage to the special-purpose surface. The basketball court is a multi-purpose court and may be used by persons for basketball, volleyball, roller blading, roller skating, skateboarding, or other legitimate sporting activity, provided such use does not have the inherent potential of damaging the multi-purpose court surface.
- 3.8 No person shall cut, curve, or injure the bark or break off limbs or branches, or mutilate in any way, trees, plants, or flowers located or growing on District property. The removal of any plant or landscaping material from District property is strictly prohibited and will be prosecuted to the fullest extent of the law.
- 3.9 Dogs and all other pets (with the exception of Service Animals, as defined in Section 413.08, Florida Statutes) are not permitted on, over, within, or in any portion of Clubhouse, Pools, inclusive of the pool deck, Parks, Tot Lot, tennis courts, or basketball court. FOR PUBLIC HEALTH AND SAFETY AND IN ACCORDANCE WITH FLORIDA LAW, ANY AND ALL ANIMALS ARE STRICTLY PROHIBITED FROM USING OR BEING ALLOWED IN THE SWIMMING POOL WATERS (Chapter 64E, Florida Administrative Code). With respect to those District Facilities or properties where dogs and other pets are not specifically prohibited, all such animals shall be leashed at all times and the individual(s) immediately responsible for the animal shall be required to pick up and properly dispose of all animal waste from such animal.
- 3.10 Persons using District Facilities shall be responsible at all times for the clean up and proper disposal of food and beverages, their containers and packaging, and other trash and debris generated by such person(s). Trash generated outside of the District Facilities shall not be disposed of in any District-owned trash receptacle(s).
- 3.11 With the exception of items sold by the District in connection with the operation and management of the District, no goods, articles, services or items of any kind shall be displayed, sold or offered for sale from District property. Commercial advertisements, private announcements (with the exception of notices posted at approved locations by homeowners associations or the District within Coral Bay), pamphlets, snipe signs, and solicitations shall not be posted or circulated at or from any District property without the prior written approval of the District Manager. No political signs for any local, county, state, national, association, or special district elections, shall be placed or posted on or upon any District Facilities or District-

owned property, including but not limited to the District rights-of-way. Any signs posted in violation of this section will be removed and properly disposed of by the District.

- 3.12 No person or persons utilizing District Facilities shall play or operate any sound amplification device, including but not limited to radios, televisions, stereo systems, public address systems, amplified musical instruments or any other sound generating device, which may be considered a nuisance, offensive or disturbing to other persons utilizing the District Facilities or properties adjacent thereto. Notwithstanding the above, District security facilities are specifically exempted from this rule.
- 3.13 The possession or consumption of alcoholic beverages is prohibited at all District Facilities, except within the Clubhouse Meeting Room in connection with an event at the Clubhouse that has received prior written approval from the District pursuant to a fully-executed District-approved Facility Rental Agreement.
- 3.14 Motorized vehicles, including mopeds and gopeds, are prohibited within the Parks, except in designated Parking Areas or public roadways and as permitted by applicable law.
- 3.15 Fires, campfires, bonfires, or fires of any nature are prohibited at all District Facilities, except for gas or charcoal grills at locations and for events approved by the District Board of Supervisors. The possession or use of fireworks of any kind is prohibited at any District Facility.
- 3.16 Smoking is prohibited within the Clubhouse and within any other enclosed District Facility. When used outside of an enclosed District Facility, cigarettes, cigars, pipes, and other sundries or tobacco products shall be deposited in appropriate receptacles.
- 3.17 No gambling of any kind, as defined by Florida law, is permitted at any of the District Facilities.
- 3.18 Climbing or traversing District fences and walls is prohibited.
- 3.19 Obscene language, profanity, and loud and abusive language is prohibited at all District facilities.
- 3.20 The office at the Clubhouse is for the use of District staff only and is not open to the public for public use. Public accessibility to the office at the Clubhouse is limited to those times when District staff is present and hosting office hours or appointments with the public.

#### **4.0 Stormwater Management Areas.**

- 4.1 No motorized watercraft shall be utilized within the Stormwater Management Areas with the exception of electrically/battery powered engines. The use of all other gas-combustible motors and engines is prohibited. Those individuals on a vessel utilizing a gas engine or motor within the Stormwater Management Areas shall be considered as trespassing on District property and such individuals, vessels and vessel owner(s) may be banned from future use of the Stormwater Management Areas after a hearing before the Board of Supervisors. Notwithstanding the above, any District contractors engaged in installing, constructing, repairing, or maintaining District improvements pursuant to a contract with the District, shall be exempt from the provisions of this section.
- 4.2 Swimming in any of the Stormwater Management Areas is strictly prohibited.
- 4.3 Permitted non-motorized and electric vessel may be launched from each resident's own waterfront property or from the District boat launch located adjacent to the Clubhouse. The launching of any vessel from District property, other than the boat ramp or from another person's private property is prohibited.
- 4.4 No vessel may be anchored in the Stormwater Management Areas unless a person is fishing from or present within said watercraft. Any vessel, including, but not limited to, canoes, kayaks, and paddle boats, stored, tied, or affixed to a lake or canal bank shall immediately be removed from the bank and lake maintenance easement and properly secured in the event of a Hurricane Watch, announced by the National Hurricane Center, over an area that includes Coral Bay. Those vessels stored, tied, or affixed to a dock properly permitted in accordance with section 4.6 of these Rules shall immediately be secured by the owner upon the announcement of such a Hurricane Watch.
- 4.5 Provided that the individual possesses the proper fishing license, as required by Florida law, fishing is permitted in the Stormwater Management Areas except in those locations where it is posted "No Fishing," as designated by the District Board of Supervisors
- 4.6 Except as otherwise posted, public fishing along or from the lake banks is only permitted from the Parks and other District-owned properties adjacent to the Stormwater Management Areas.
- 4.7 Those fishing shall remove and properly dispose of all garbage, fishing line, hooks, and other refuse.
- 4.8 Nothing herein shall prohibit residential property owners from fishing from the lake banks immediately behind their respective residential property(ies).
- 4.9 The District has a catch and release policy, for all fish and any other aquatic wildlife caught in the Stormwater Management Areas, requiring that any fish or other aquatic wildlife caught immediately be returned to the Stormwater Management Areas from where it was caught. Notwithstanding the above, those species designated by the Florida Fish & Wildlife Conservation Commission as Non-Native Prohibited Fish (i.e. snakeheads, airbreathing catfish,

piranha, or tilapia) may be removed from the Stormwater Management Areas and properly disposed of in accordance with Florida law.

- 4.10 The general public does not have the right to utilize, for any purpose, the Lake Maintenance Easement that runs behind private property and adjacent to the Stormwater Management Areas without the permission of the private property owner.
- 4.11 The feeding of ducks and other wildlife from or on any District property is strictly prohibited.
- 4.12 Violations of the policies set forth in sections 4.5 through 4.11 will be reported to the local authorities.
- 4.13 **Docks.** Private docks or residential docks behind and adjacent to residential properties, are prohibited, unless constructed in accordance with District-approved specifications and after first obtaining a dock permit from the District, as provided in this subsection. No docks, whether permanently affixed or floating, are permitted except those constructed in strict accordance with this subsection and the approved specifications of the District. This rule is not applicable to public docks constructed by the District on District-owned property for the benefit of the public.
  - 4.13.1 Property owners owning property (each, a “Property Owner”) adjacent to lakes and other water bodies within the Coral Bay Community Development District (the “District”) may apply for and obtain a permit to construct or reconstruct a dock, provided that the criteria, specifications, and conditions of this subsection 4.13, inclusive of Section 4.13.1 through 4.13.5 are satisfied. All improvements, construction, reconstruction, maintenance and work shall be subject to the rules and regulations of any federal, state, and local laws, rules, and regulations that may be otherwise applicable, including, but not limited to, any and all permits issued to the District by the South Florida Water Management District and the provisions of Section 35-16 of the Code of Ordinances of the City of Margate.
  - 4.13.2 **Permits.** In addition to any other permits required to be obtained from governmental entities or agencies having jurisdiction thereof (i.e. the City of Margate), prior to initiating any dock construction or reconstruction on property adjacent to the lakes and other water bodies of the District, the Property Owner shall apply for a permit with the District utilizing the Permit Application in Exhibit 1 of the Permit Criteria Manual for Projects Within the Coral Bay Community Development District, located at the District’s website ([www.coralbaycdd.com](http://www.coralbaycdd.com)) and which can be obtained by contacting the District Manager’s Office. Property Owner shall submit the following to the District Manager with the completed Permit Application:
    - A. Non-refundable Permit Fee of \$500.00, which covers up to two (2) inspections of the dock project by the District, with additional inspections being subject to an additional fee of \$150.00 each; and
    - B. Current survey dated no earlier than one (1) year prior to submittal date of the permit and showing edge of water and elevation of water on date of survey, the water control elevation for the affected water body, and all underground drainage culverts pipes and

other utilities which have been constructed within the lake maintenance easement;  
and

- C. Permit drawings consisting of detailed plans and specifications for proposed dock project, showing the Property Owner's Property, the affected lands within the Stormwater Facilities and the adjacent lake maintenance easement. Such drawings shall be in the same form as that which will be or has been submitted to and accepted by the City of Margate for permitting.
- D. Before the District will issue a dock permit, the Property Owner shall execute an agreement with the District in a form approved by the District Counsel of the District and which is recordable in the Public Records of Broward County, Florida, providing that the Property Owner shall indemnify and hold the District harmless for any claim or suit arising out of the construction, reconstruction, operation, use, and maintenance of the dock structure to be constructed or reconstructed to extend into the District Stormwater Facilities, and that the agreement shall be binding on the heirs, assigns, successors, and successors-in-title to the Property Owner.
- E. Prior to initiating construction or reconstruction of a dock in accordance with a dock permit issued by the District, the District shall receive from the Property Owner copies of the permit(s) issued by the City of Margate and any other governmental entities or agencies having jurisdiction.

**4.13.3 Property Owner Responsible.** The Property Owner who has received a permit to construct or reconstruct a dock as provided herein is responsible for any contractors or subcontractors performing such work on Property Owner's behalf and for any and all damages to the District property or facilities, and the District Stormwater Facilities, including the lake bank. The Property Owner shall provide any contractors or subcontractors performing work pursuant to a permit issued under this section with a copy of Sections 4.13 through 4.13.5 of the Rules and shall require that the Coral Bay Community Development District be named as an Additional Insured on the contractor's comprehensive general liability policy. A copy of the certificate of insurance of the contractor evidencing compliance with this section shall be provided to the District prior to any construction work taking place within the District property or Stormwater Facilities. Finally, the Property Owner shall be responsible to insure that the Property Owner's contractors and subcontractors comply with the standards, specifications, and conditions provided for herein and that all damages incurred to District Property is repaired and that all removal or restoration work is completed to the satisfaction of the District. The Property Owner who has received a permit from the District to construct or reconstruct a dock and the acceptance and use of the same by the Property Owner shall constitute a guarantee from such Property Owner to the District to indemnify and hold the District harmless for any damage or injury, including death, to any person utilizing such dock.

**4.13.4 General Specifications Dock Construction.** The following minimum specifications shall be adhered to and all work pertaining to the construction, reconstruction, and maintenance of the dock(s) shall be performed in accordance with the following general specifications:

A. General Specifications.

1. Applicable Codes, in general.
  - a. All construction, materials and testing shall conform to the standards and specifications of local, county, state, and national codes where applicable, including, but not limited to Section 35-16 of the Code of Ordinances of the City of Margate.
  - b. When any of the governing regulatory agencies' standards and specifications are in conflict, the more stringent of the standard or specification shall apply.
  - c. The width of all docks adjacent to a single lot owned by Property Owner shall not exceed thirty (30%) percent of the length of the shoreline frontage as measured at the water's edge. Docks shall not encroach into the setbacks established by the City of Margate or ten (10) feet, whichever is more stringent, measured from the Property Owner's property lines extended. Enclosed or roofed structures or open-sided gazebos shall not be permitted on docks.
2. Construction Activity. All construction shall be performed in conformance with the rules and regulations of the Occupational Safety and Health Administration (OSHA) and any federal, state, or local law, rule or regulation that may be otherwise applicable.
3. Trench Safety Act. Contractor shall be solely responsible for compliance with the State of Florida Trench Safety Act.
4. Preconstruction Responsibilities.
  - a. Contractor shall obtain a Sunshine State One Call at 811 certification number at least forty-eight (48) hours prior to beginning any excavation.
  - b. Prior to beginning construction, Contractor shall verify the size, location, elevation, and material of all existing utilities within the area of construction.
  - c. Contractor shall be responsible for damage to any existing utilities for which he fails to request locations from the utility owner. Contractor is responsible for damage to any existing utilities which are properly located.
5. Inspections.

- a. Contractor shall notify the District at least forty-eight (48) hours prior to the beginning of any construction.
  - b. Contractor shall notify the District to schedule an inspection at least forty-eight (48) hours prior to inspection.
  - c. At a minimum, the dock improvements shall be inspected by the District after completion of work.
6. Project Closeout; Cleaning and Restoring.
- a. During construction, the project site and all adjacent areas shall be maintained in a neat and clean manner on a daily basis and left free of safety hazards. Upon final clean up, the project site shall be left clear of all surplus material or trash, which shall be disposed of properly by Property Owner. The paved areas shall be swept broom clean.
  - b. Contractor shall restore or replace, when and as directed by the District any public or private property damaged by Contractor's work, equipment, employees or those of his subcontractors to a condition at least equal to that existing immediately prior to the beginning of operations. Suitable in-kind materials and methods shall be used for such restoration.
  - c. Where material or debris has washed or flowed into or been placed in water courses, ditches, drains, catch basins, or elsewhere as a result of the Contractor's operations, such material or debris shall be removed, satisfactorily disposed of during progress of the work, and the area kept in a clean and neat condition.
  - d. Contractor shall dispose of all site demolition, trash and debris in accordance with state and local regulations.
7. Maintenance of Dock. Any dock constructed in accordance with Sections 4.1.3 through 4.13.5 shall be maintained and kept in good repair by the Property Owner, and shall be subject to removal at the cost of the Property Owner if it is determined by the District or the City that the dock is unsafe or creates a hazard.

**4.13.5 Removal of Dock; Fines from City.** Any dock that is not constructed, reconstructed, installed, or maintained in strict accordance with the requirements and specifications of Section 4.13 through 4.13.5 shall be removed or repaired or restored in accordance herewith at the sole cost and expense of the upland Property Owner and within ninety (90) days of the District's issuance of a notice of violation to said Property Owner. Property Owner shall further be required to file a completed permit application with the District in accordance with Section 4.13.2 of this Rule within thirty (30) days of the District's issuance of a notice of

violation to Property Owner. After the ninety (90) days referenced above has expired or at any time when the dock poses an immediate hazard to the District's stormwater facilities or the public, the District, at its discretion, may proceed to remove the dock at the expense of the upland Property Owner. Any dock that (a) has been found in violation of the City Code of Ordinances by City Code Enforcement or (b) was constructed prior to the enactment of these provisions without any permit or written approval from the District and, as determined by the District, is or has not been maintained by the upland property owner or is unsafe, shall be subject to removal at the upland Property Owner's cost and expense pursuant to this subsection. Any fines or penalties imposed by the City of Margate pursuant to its powers of code enforcement as authorized in Chapter 162, Florida Statutes, arising out of the construction, reconstruction, installation, or maintenance of a dock shall be the sole responsibility of the upland Property Owner responsible for constructing, reconstructing, installing, or maintaining the subject dock. Any costs incurred by the District to enforce the provisions of or undertake the actions provided for in this section shall be the responsibility of the upland Property Owner.

4.14 No property owner or person shall alter or modify the designed Stormwater Management Areas, the lake or canal banks, or the slope thereof, without first obtaining a permit from the District and provided such alteration or modification does not violate any other permit condition, rule, regulation, ordinance or design standard. Permit fees and standards may be established by resolution of the Board of Supervisors.

4.15 No property owner or person shall permit the encroachment of any structure, fence, impervious surface, tree, or landscaping material other than sod into, over, on, under or within the Lake Maintenance Easement without the express authority of the District Board of Supervisors. Such permission shall be evidenced by an Encroachment Agreement, in a form approved by the District, between the property owner and the District. Encroachment Agreements will be considered by the District on a case-by-case basis upon the petition of the property owner.

**4.16 Lake Bank Restoration Rule.** This rule may be cited and referred to as the Coral Bay Community Development District Lake Bank Restoration Rule (referred to in Section 4.16, et seq. as the "Lake Bank Rule").

4.16.1 **Lake and Canal Bank Restoration and Stabilization.** Property owners owning property (each, a "Property Owner") adjacent to lakes and other water bodies within the Coral Bay Community Development District (the "District") may apply for and obtain a permit from the District to restore and stabilize real property abutting a water body of the District, provided that the criteria, specifications, and conditions of this Lake Bank Rule are satisfied. The restoration and stabilization of property abutting the bank of the water body is limited to that which has been platted. In other words, the upland property may not be restored and stabilized to the extent that the restoration would intrude upon the platted boundary of the lake or water body. All improvements, construction, maintenance and work shall be subject to the rules and regulations of any federal, state, and local laws, rules, and regulations that may be otherwise applicable, including, but not limited to, any and all permits issued to the

District by the South Florida Water Management District and as required by the City of Margate Code of Ordinances.

4.16.2 **District Permit.** In addition to any other permits required to be obtained from governmental entities or agencies having jurisdiction thereof (i.e. the City of Margate), prior to initiating any restoration and stabilization work on property adjacent to the lakes and other water bodies of the District, the Property Owner shall apply for a permit utilizing the Permit Application in Exhibit 1 of the Permit Criteria Manual for Projects Within the Coral Bay Community Development District, located at the District's website ([www.coralbaycdd.com](http://www.coralbaycdd.com)) or which can be obtained by contacting the District Manager's Office. Property Owner shall submit the following to the District Manager with the completed Permit Application:

- A. Non-refundable Permit Fee of \$500.00, which covers up to two (2) inspections of the restoration and stabilization project by the District, with additional inspections being subject to an additional fee of \$150.00 each; and
- B. Current survey dated no earlier than one (1) year prior to submittal date of the permit and showing edge of water and elevation of water on date of survey, the water control elevation for the affected water body, and all underground drainage culverts pipes and other utilities which have been constructed within the lake maintenance easement; and
- C. Sketch of proposed restoration and stabilization project, showing the Property Owner's Property, the affected lands within the Stormwater Facilities, and the adjacent lake maintenance easement.

Prior to initiating any restoration or stabilization work in accordance with a permit issued by the District, the District shall receive from the Property Owner copies of the permit(s) issued by the City of Margate and any other governmental entities or agencies having jurisdiction.

4.16.3 **Property Owner Responsible.** The Property Owner who has received a permit to complete restoration and stabilization as provided herein is responsible for any contractors or subcontractors performing such work on Property Owner's behalf and for any and all damages to the District property and facilities, and the District's Stormwater Facilities, including the lake bank. The Property Owner shall provide any contractors or subcontractors performing work pursuant to a permit issued under this section with a copy of this Rule and shall require that the Coral Bay Community Development District be named as an Additional Insured on the contractor's comprehensive general liability policy. A copy of the certificate of insurance of the contractor evidencing compliance with this section shall be provided to the District prior to any construction work taking place within the District property or Stormwater Facilities. Finally, the Property Owner shall be responsible to insure the Property Owner's contractors and subcontractors comply with the standards, specifications, and conditions provided for in this Rule and that all damages incurred to District Property is repaired and that all removal or restoration work is completed to the satisfaction of the District.

**4.16.4 General Specifications For Typical Lake Bank Restoration and Stabilization and Alternatives.**

The following minimum specifications shall be adhered to and all restoration and stabilization work shall be performed in accordance with the following general specifications:

- A. General Specifications.
  - 1. Applicable Codes, in general.
    - a. All construction, materials and testing shall conform to the standards and specifications of local, county, state, and national codes where applicable.
    - b. When any of the governing regulatory agencies' standards and specifications are in conflict, the more stringent of the standard or specification shall apply.
  - 2. Construction Activity. All construction shall be performed in conformance with the rules and regulations of the Occupational Safety and Health Administration (OSHA) and any federal, state, or local law, rule or regulation that may be otherwise applicable.
  - 3. Trench Safety Act. Contractor shall be solely responsible for compliance with the State of Florida Trench Safety Act.
  - 4. Preconstruction Responsibilities.
    - a. Contractor shall obtain a Sunshine State One Call at 811 certification number at least forty-eight (48) hours prior to beginning any excavation.
    - b. Prior to beginning construction, Contractor shall verify the size, location, elevation, and material of all existing utilities within the area of construction.
    - c. Contractor shall be responsible for damage to any existing utilities for which he fails to request locations from the utility owner. Contractor is responsible for damage to any existing utilities which are properly located.
  - 5. Inspections.
    - a. Contractor shall notify the District at least forty-eight (48) hours prior to the beginning of any construction.

- b. Contractor shall notify the District to schedule an inspection at least forty-eight (48) hours prior to inspection.
  - c. At a minimum, the improvements shall be inspected by the District after geotextile material, or alternative procedures acceptable by the District Engineer, is installed and cover material is on site (uninstalled) and then upon completion of work.
6. Project Closeout; Cleaning and Restoring.
- a. During construction, the project site and all adjacent areas shall be maintained in a neat and clean manner on a daily basis and left free of safety hazards. Upon final clean up, the project site shall be left clear of all surplus material or trash, which shall be disposed of properly by Property Owner. The paved areas shall be swept broom clean.
  - b. Contractor shall restore or replace, when and as directed by the District any public or private property damaged by Contractor's work, equipment, employees or those of his subcontractors to a condition at least equal to that existing immediately prior to the beginning of operations. Suitable in-kind materials and methods shall be used for such restoration.
  - c. Where material or debris has washed or flowed into or been placed in water courses, ditches, drains, catch basins, or elsewhere as a result of the Contractor's operations, such material or debris shall be removed, satisfactorily disposed of during progress of the work, and the area kept in a clean and neat condition.
  - d. Contractor shall dispose of all site demolition, trash and debris in accordance with state and local regulations.

**4.16.5 Specifications For Typical Lake Bank Restoration and Stabilization.**

- A. Subgrade. All subgrade materials used in connection with the improvement shall be Type A1 and A3 AASHTO Classified Material.
- B. Geotextile. Geotextile materials shall be LandLok 300 TRM and ACF N035, or the equivalent, provided such equivalent has been approved by the District Engineer.
- C. Construction. All construction and installation shall be performed in accordance with manufacturer's specifications, this Lake Bank Rule, and the Typical Lake Bank Restoration Details located in the Attachments to these Rules.

1. Site Preparation.
  - a. Remove all rocks, clods, vegetation, or other objects prior to installing type A1 or A3 subgrade material.
  - b. Subgrade material to be compacted to 95% maximum density. Compacted subgrade to be a uniform and smooth grade.
  
2. Installation.
  - a. Excavate a 12-inch x 6-inch minimum longitudinal anchor top trench as shown on detail sheet 2 of Attachment A to these Rules.
  - b. Install top end mat into top trench and secure to bottom using with an 8 gauge 12-inch U-Shape wire staple (See Sheet 1 of Attachment A). Space U-Shape wire staple anchor (three (3) staples per 8.5 ft. width of material) accordingly to the details on Sheet 1 of Attachment A. Backfill trench with non-erodible 3/4-inch gravel and compact.
  - c. Unroll mat down the slope in a manner to maintain direct contact with soil. Landlok 300 shall have the geotextile ACF N035 on bottom. Secure using 12-inch U-Shape wire staples at a density of one (1) staple per square yard of material (See Sheets 1 and 2 of Attachment A). Overlaps are shingled away from prevailing winds.
  - d. Excavate a 12-inch x 6-inch anchor (toe-in) trench (See Sheets 2 of Attachment A).
  - e. Place bottom end of mat into anchor trench at toe of slope and secure to bottom of trench using 12-inch U-Shape wire staple. Backfill and compact with non-erodible 3/4-gravel into trench per Sheets 1 and 2 of Attachment A.
  - f. Place mat over anchor trench at toe of slope and secure with a 36-inch Cable Anchor per Sheets 1 and 2 of Attachment A.
  - g. Place Angular Stone in accordance herewith and as shown on Sheet 2 of Attachment A.
    - i. Use Angular Stone 3" to 4" of either a durable quality limestone or other quarry run stone that is free from thin, flat and elongated pieces. Ensure that the Angular Stone is also reasonably free from organic matter and soft, friable particles.

Angular Stone shall meet the following gradation limits in Table I:

| <b>Table I</b>       |   |
|----------------------|---|
| Standard Sieve Sizes | Individual Percentage By Weight Passing |
| 6"                   | 100%                                    |
| 4"                   | 70% to 90%                              |
| 3"                   | 10% to 20%                              |
| 1"                   | 0% to 5%                                |

- ii. District approval of Angular Stone material is required prior to installation.
  - iii. Contractor shall place Angular Stone without puncturing or tearing the geotextile fabric. Any geotextile fabric that is punctured, torn, or otherwise damaged during the construction and installation of the project shall be replaced at Contractor's expense.
3. Sod Placement.
- a. Sod placement is recommended for optimum performance. Sod type shall match existing.
  - b. If equipment must operate on the geotextile mat, make sure it is of the rubber-tired type. No tracked equipment or sharp turns are allowed on the geotextile mat.
  - c. Avoid any traffic over the geotextile mat if loose or wet soil conditions exist.
  - d. Smooth soil in order to just expose the top netting of matrix. Do not place excessive soil above the geotextile mat.
4. Maintenance.
- a. All slopes and other transition structures shall be maintained by the Property Owner.
  - b. Damaged and/or missing sections of the matting shall be replaced at the cost and expense of Property Owner, as follows:
    - i. Repair rips and/or holes of the matting material by patching with identical matting material. First, carefully cut out the damaged section with a knife. Then replace and compact soil to the

elevation of the surrounding subgrade. Cut a piece of replacement material a minimum of 12-inches larger than the rip or tear area. Use ties to attach the replacement material to the existing material.

- ii. At overlaps, the upstream and upslope material should be on top. Secure the replacement material with ground anchoring devices spaced every 6-inches around the circumference of the repair and at the frequency and spacing shown in the Anchor Pattern Detail.

#### 4.16.6 Specifications For Lake Bank Restoration and Stabilization Alternative No. 1 – Limerock Rip-Rap.

##### A. Materials.

1. The limerock rip-rap shall be from an approved source and shall be the product of an established and reputable manufacturer.
  2. The limerock shall be naturally occurring limestone boulders, 6 inches to 1 foot in diameter.
  3. Filter fabric shall be Amoco 1198 woven geotextile or approved equal.
- ##### B. Construction.
- All construction and installation shall be performed in accordance with manufacturer's specifications, this Lake Bank Rule, and the Lake Bank Restoration Alternative No. 1 Details located in Attachment B to these Rules.
1. The area to receive rip-rap boulders shall be thoroughly and completely cleared and cleaned of all vegetation and debris.
  2. Geotextile sheets shall be placed in such a manner that it will not excessively stretch or tear upon placement of the overlying materials.
  3. Geotextile sheets shall be joined by either sewing or overlapping. Overlapped sheets shall have a minimum overlap of 18-in. except where placed underwater where the overlap shall be a minimum of 3-feet. Overlaps shall be constructed with the upstream sheet placed over the downstream sheet or the upslope sheet placed over the downslope sheet. All overlaps shall be pinned on 3-ft centers to hold the overlap in place during stone placement. Pins are to be 3/16-in diameter, 18-in long steel pins pointed at one end and fitted with at 1.5-in diameter washer at the other end.

4. Care shall be taken during construction to avoid contamination of the geotextile during construction. Contaminated geotextile shall be removed and replaced. Damaged geotextile shall be removed or repaired. A geotextile patch may be placed over damaged areas. The patch shall extend 3 ft beyond the perimeter of the tear or damage.
5. Rip-rap placement shall begin at the toe and proceed up the slope. Rip-rap shall not be dropped onto the geotextile from a height of more than 1 ft. Any geotextile damaged during placement of rip-rap or gravel shall be replaced.
6. The limerock boulders shall be stacked and placed by approved means to the lines and grades as indicated on Attachment B.
7. Areas designated to receive rip-rap shall be completely covered with limerock boulders. The rip-rap shall be placed so that it produces a dense well-graded mass of stone with a minimum of voids.
8. The desired distribution of stone sizes throughout the mass shall be obtained by selective loading at the quarry, controlled dumping of successive loads during final placing or a combination of these methods. The rip-rap shall be placed to its full thickness in one operation. Rip-rap shall not be placed in layers. Rip-rap shall not be placed by dumping into chutes or similar methods which are likely to cause segregation of the various stone sizes.
9. The finished slope shall be free of pockets of small stone or clusters of large stones. Hand placing may be required to achieve the required grades and an even distribution of stone sizes.

#### **4.16.7 Specifications For Lake Bank Restoration and Stabilization Alternative No. 2 – Sand Cement Rip-Rap.**

- A. Materials.
  1. The sand cement rip-rap sacks shall be made of jute, cotton, or scrim reinforced paper capable of holding the sand-cement mixture without leakage. Sacks shall be permeable and absorptive enough to permit passage of water to provide for hydration of the cement. Sacks shall be of uniform size and dimensions in order to provide uniformity of lines in the completed work.
  2. Sand-cement shall be proportioned in the ratio of 5 cu-ft of sand to 1 bag (94 lbs.) of cement.
  3. Filter fabric shall be Amoco 1198 woven geotextile or approved equal.

B. Construction. All construction and installation shall be performed in accordance with manufacturer's specifications, this Lake Bank Rule, and the Lake Bank Restoration Alternative No. 2 Details located in Attachment C to these Rules.

1. The area to receive rip-rap shall be thoroughly and completely cleared and cleaned of all vegetation and debris.
2. Geotextile shall be placed in such a manner that it will not excessively stretch or tear upon placement of the overlying materials.
3. Geotextile sheets shall be joined by either sewing or overlapping. Overlapped sheets shall have a minimum overlap of 18-in except where placed underwater where the overlap shall be a minimum of 3-feet. Overlaps shall be constructed with the upstream sheet placed over the downstream sheet or the upslope sheet placed over the downslope sheet. All overlaps shall be pinned on 3-ft centers to hold the overlap in place during stone placement. Pins are to be 3/16-in diameter, 18-in long steel pins pointed at one end and fitted with at 1.5-in diameter washer at the other.
4. Care shall be taken during construction to avoid contamination of the geotextile during construction. Contaminated geotextile shall be removed and replaced. Damaged geotextile shall be removed or repaired. A geotextile patch may be placed over damaged areas. The patch shall extend 3 ft beyond the perimeter of the tear or damage.
5. The rip-rap bags shall be stacked and placed by approved means to the lines and grades as indicated on the drawings.
6. The top row of rip-rap bags shall be pinned using #4 reinforcing bars, 18 inches in length. Each bag shall be secured with a single bar. Bars shall be driven to one (1) inch below the surface of the top row of rip-rap.
7. The joints between rows of bags shall be staggered.

4.16.8 **Other Alternatives.** Use of other alternative methods (i.e. ShoreSOX, Geotubes) may be proposed by the Property Owner. Details, Specifications, and Shop Drawings of alternative methods or products must be submitted to the District Engineer for review and approval. Construction should adhere to the General Specifications noted herein.

4.16.9 **Removal; Fines from City.** Any and all restoration or stabilization work that is not constructed or installed in strict accordance with the requirements and specifications of this Rule shall be removed and repaired or restored in accordance with this Rule at the sole cost and expense of the upland Property Owner and within ninety (90) days of the District's issuance of a notice of violation to said Property Owner. Property Owner shall further be required to file a completed permit application with the District in accordance with Section

4.16.2 of this Lake Bank Rule within thirty (30) days of the District's issuance of a notice of violation to Property Owner. After the ninety (90) days referenced above has expired, the District, in its discretion, may proceed to remedy the unauthorized work at the cost and expense of the upland Property Owner. Any restoration or stabilization work performed or constructed on District property that (a) has been found in violation of the City Code of Ordinances by City Code Enforcement or (b) was performed or constructed prior to the enactment of these provisions without any permit or written approval from the District and, as determined by the District, is or has not been maintained by the upland property owner or is unsafe, shall be subject to removal and repair at the Property Owner's costs and expense pursuant to this subsection. Any fines or penalties imposed by the City of Margate pursuant to its powers of code enforcement as authorized in Chapter 162, Florida Statutes, arising out of the restoration or stabilization of lands adjacent to a District lake or water body shall be the sole responsibility of the upland Property Owner responsible for constructing, reconstructing, installing, or maintaining the subject work. Any costs incurred by the District to enforce the provisions of or undertake the actions provided for in this section shall be the responsibility of the upland Property Owner.

## **5.0 Rules Governing Utilization of the Pool and Related Facilities.**

- 5.1 NO LIFEGUARDS ARE PRESENT AT DISTRICT POOLS. Use of the Pools is at the swimmer's own risk. Without limiting any other provision of these Rules, each person is personally liable and responsible for his or her negligence, acts, and omissions.
- 5.2 Notwithstanding the Pool hours as determined by Resolution of the Board of Supervisors, swimming after sunset and when dark is prohibited except where lighting is provided.
- 5.3 Pools shall be considered closed and all patrons shall immediately exit the Pools and the pool deck and seek cover upon any sign of lightning or thunderstorms until such storm-related weather has left the area.
- 5.4 Users of the Pools shall shower before to entering the pool in order to remove suntan oils and lotions and other substances that could adversely impact the quality of the pool water.
- 5.5 All children under the age of twelve (12) and utilizing the Pools shall be accompanied and supervised at all times by an adult.
- 5.6 Pool furniture shall not be removed from the Pool areas and decks. All persons using pool furniture must cover the furniture with a towel when using suntan lotions. The use of these lotions could stain or damage the furniture. The repair of furniture damaged by such products shall be the responsibility of the user of such equipment.
- 5.7 No food, beverages of any kind shall be permitted in the pool or within ten (10') feet of the waters edge of the pool.
- 5.8 Glass containers of any kind, including but not limited to bottles and beverage glasses, are prohibited in the pools or anywhere over or on the pool decks. Alcoholic beverages are prohibited pursuant to Section 3.13 of these Rules.
- 5.9 Persons with infectious or contagious health conditions are not permitted in the Pools.
- 5.10 Diving, jumping, running or other horseplay is prohibited in the Pools and at the pool areas.
- 5.11 No one shall pollute the pools; anyone who does so is liable for any costs incurred in treating or correcting the problem.
- 5.12 All persons using the Pools must wear appropriate swimming attire. Thongs, cut-offs, shorts, and attire in which an individual's underwear can be seen are not considered appropriate swimwear. Long hair should be tied up or placed in a bathing cap. Children under three (3) years of age, and those individuals who are not reliably toilet trained, must wear rubber-lined swim diapers, as well as a swimsuit over the swim diaper, to reduce the health risks associated with human waste in the Pools and adjacent deck areas.

5.13 Only floats or rafts smaller than eighteen (18) square feet, snorkels, dive sticks, flotation devices, and toys (collectively, "Pool Toys") designed for use in swimming areas may be utilized in District pools. The use of such Pool Toys shall be suspended when there is more than ten (10) persons using the particular Pool. Radio-controlled watercraft or other similar devices are not permitted in the Pools at anytime.

## **6.0 Rules Governing Use of Clubhouse Meeting Room.**

- 6.1 The Clubhouse Meeting Room is available for rental during regular hours of operation and reservations may not be made more than four (4) months prior to the event. Facility rental rates and limits on the number of occasions per any calendar year that each unit within the District may rent the Clubhouse Meeting Room may be established by resolution of the District Board of Supervisors based on resident population within the District and the demand for use of the space. Persons interested in renting the Clubhouse Meeting Room should contact the District Manager regarding the anticipated date and time of the event to determine availability.
- 6.2 All persons desiring to rent the Clubhouse Meeting Room for a private event shall be required to enter into a [Facility Rental Agreement](#) in a form approved by the District.
- 6.3 Notwithstanding the above, the homeowners' associations serving properties within the boundaries of the District shall be exempt from the requirements of this section, but such associations shall coordinate use of the Clubhouse Meeting Room with the District Manager.

## 7.0 Suspension of Privileges.

7.1 Privileges at District Facilities can be subject to suspension by the District Manager, in the sole judgment of the District Manager, if it is determined that the person has engaged in any of the following:

- Exhibits unsatisfactory behavior, deportment or appearance.
- Fails to abide by these Rules established to govern the use of the District Facilities.
- Treats the personnel, agents, or employees of the District in an unreasonable or abusive manner.
- The person has injured or harmed or threatened to injure or harm any other person within, at or while on or using District Facilities, or harmed, destroyed or stole any personal property within, at or while on or using any District Facility, whether belonging to a third party or to District.
- Engages in conduct that is improper or which risks endangering the welfare, safety or reputation of the District, its personnel, agents, or employees or the general public.
- The person has failed to pay the District for any monies due District, for past due assessments, fees, charges, or damages caused by such person or his or her family members or guest(s).

Suspension of privileges could include the de-activation of all gate access cards and transponders issued to a particular unit within the District where the violator resides.

7.2 **Types of Suspension.** District Manager may restrict or suspend, for cause or causes described in the preceding section, privileges of any person to use any or all of the District Facilities, for such period of time as reasonably determined by District Manager, as the case may be, but for periods no longer than one (1) year per violation. In addition, District Manager may suspend some privileges, while allowing a person to continue to exercise other privileges. For example, District Manager may suspend the rights of a particular person residing at a unit within the District, or District Manager may prohibit a particular person from using the pools or other District Facilities. Any suspension shall be in writing and sent by the District Manager to the suspended person(s) at the address on file with the District.

7.3 The District shall follow the provisions below with regards to the Suspension of a minor's privileges:

- a. At the discretion of District staff, Minors (*children under the age of eighteen*), who violate the rules and policies may be expelled from the facilities for one (1) week. Upon such expulsion, a written report shall be prepared detailing the name of the minor, the prohibited act committed, and the date. This report will be kept on file at the District office and a copy shall be provided to a parent or legal guardian of the minor by U.S. Mail and by certified mail, return receipt requested.

- b. Any minor who is expelled from the facilities three (3) times in any one (1) year period, may have their District Facility privileges suspended for up to one (1) calendar year from the date of the third offense. A minor who has his or her District Facility privileges suspended may still use the District Facilities when accompanied by a parent or legal guardian.
- 7.4 No person whose privileges have been fully or partially suspended pursuant to these Rules shall on account of any such suspension be entitled to any refund of assessments or any other District fees and charges. During the suspension, assessments and other District fees and charges shall continue to accrue and be payable when due. During the restriction or suspension, applicable District assessments, fees, and charges shall continue to accrue and be payable when due. Under no circumstance will a person be reinstated until all amounts due to the District, including but not limited to any amounts arising out of or in any way connected to damage caused to the District Facilities by said person, his or her family member(s) or guests, are paid in full.
- 7.5 **Appeal of Suspension.** Any person suspended by the District Manager pursuant to this Section 7 may appeal such suspension to the District Board of Supervisors. Appeals must be in writing and shall be filed with the District Manager within forty-five (45) days of the date of the suspension letter. The Board of Supervisors will then schedule the appeal to be heard during the next regularly scheduled public meeting of the Board of Supervisors. However, appeals filed within five (5) business days of the next regularly scheduled Board meeting will be heard at the Board meeting following the next regularly scheduled Board meeting. During the meeting of the Board of Supervisors in which the appeal is to be heard, the person or persons suspended shall appear before the Board. The Board of Supervisors shall have the power to reduce, remove, or impose conditions related thereto, but not increase the length of the suspension.

**8.0 Gate Facilities.**

- 8.1 The District Manager or his designee shall have the authority to de-activate all gate access cards and transponders issued to a particular unit within the District for unpaid gate damage fees, after the following:
  - 8.1.1 The District has video, eyewitness, or documentary evidence that a vehicle registered to the unit within the District or a guest to that unit has caused damage to the Gate Facilities of the District; and
  - 8.1.2 The District has sent a correspondence to said unit, which correspondence shall (1) detail the date and location of the incident, the vehicle(s) involved, and the damage caused to the District Gate Facilities, (2) indicate that such gate damage must be paid to the District within at least thirty (30) days, and (3) indicate that all gate access cards and transponders issued to the unit will be de-activated if payment is not received by the District within said thirty (30) day period.
- 8.2 Prior to the expiration of the thirty (30) day period referenced in section 8.1.2 above, the de-activation and the gate damage fees may be appealed in writing directly to the District Board of Supervisors, which will hear said appeal at its next regular meeting. During the time of the appeal, cards/transponders will not be de-activated.
- 8.3 Gate access cards and transponders may be re-activated by the District Manager upon payment of all gate damage fees and costs to the District or when directed by the District Board of Supervisors after an appeal filed and heard pursuant to section 8.2 above.
- 8.4 Gate damage fees shall be as follows:
  - 8.4.1 Removing, pulling, or knocking off gate arm requiring re-attachment (no damage to gate arm or other Gate Facilities).....\$125.00;
  - 8.4.2 Re-activating a de-activated gate access card or reader.....\$30.00 per card/reader or \$50.00 per unit (covers all cards/transponders assigned to unit), whichever is less.
  - 8.4.3 Damage to other Gate Facilities shall be assessed at cost plus ten (10%) for administration.

# ATTACHMENTS

These attachments consist of engineering drawings/construction plans that can be provided by a property owner to the property owner's contractor performing such lake bank restoration and stabilization work in accordance with Section 4.16.5 through 4.16.9 of the Amended and Restated Rules Governing the Use of the Recreational and Other District Facilities of the Coral Bay Community Development District, as amended from time to time.

**IN ACCORDANCE WITH THE PROVISIONS OF THE AMERICANS WITH DISABILITIES ACT (ADA), PERSONS IN NEED OF A SPECIAL ACCOMMODATION TO VIEW THE ATTACHMENTS MAY CONTACT DISTRICT GOVERNMENTAL MANAGEMENT SERVICES, THE DISTRICT MANAGER AT (954) 721-8681.**

# **ATTACHMENT A**

## **Typical Lake Bank Restoration & Stabilization Details**

These attachments consist of engineering drawings/construction plans that can be provided by a property owner to the property owner's contractor performing such lake bank restoration and stabilization work in accordance with Section 4.16.5 through 4.16.9 of the Amended and Restated Rules Governing the Use of the Recreational and Other District Facilities of the Coral Bay Community Development District, as amended from time to time.

**IN ACCORDANCE WITH THE PROVISIONS OF THE AMERICANS WITH DISABILITIES ACT (ADA), PERSONS IN NEED OF A SPECIAL ACCOMMODATION TO VIEW THE ATTACHMENTS MAY CONTACT DISTRICT GOVERNMENTAL MANAGEMENT SERVICES, THE DISTRICT MANAGER AT (954) 721-8681.**





# **ATTACHMENT B**

## **Lake Bank Restoration & Stabilization Alt. No. 1 (Limerock Rip-Rap) Details**

These attachments consist of engineering drawings/construction plans that can be provided by a property owner to the property owner's contractor performing such lake bank restoration and stabilization work in accordance with Section 4.16.5 through 4.16.9 of the Amended and Restated Rules Governing the Use of the Recreational and Other District Facilities of the Coral Bay Community Development District, as amended from time to time.

**IN ACCORDANCE WITH THE PROVISIONS OF THE AMERICANS WITH DISABILITIES ACT (ADA), PERSONS IN NEED OF A SPECIAL ACCOMMODATION TO VIEW THE ATTACHMENTS MAY CONTACT DISTRICT GOVERNMENTAL MANAGEMENT SERVICES, THE DISTRICT MANAGER AT (954) 721-8681.**



# **ATTACHMENT C**

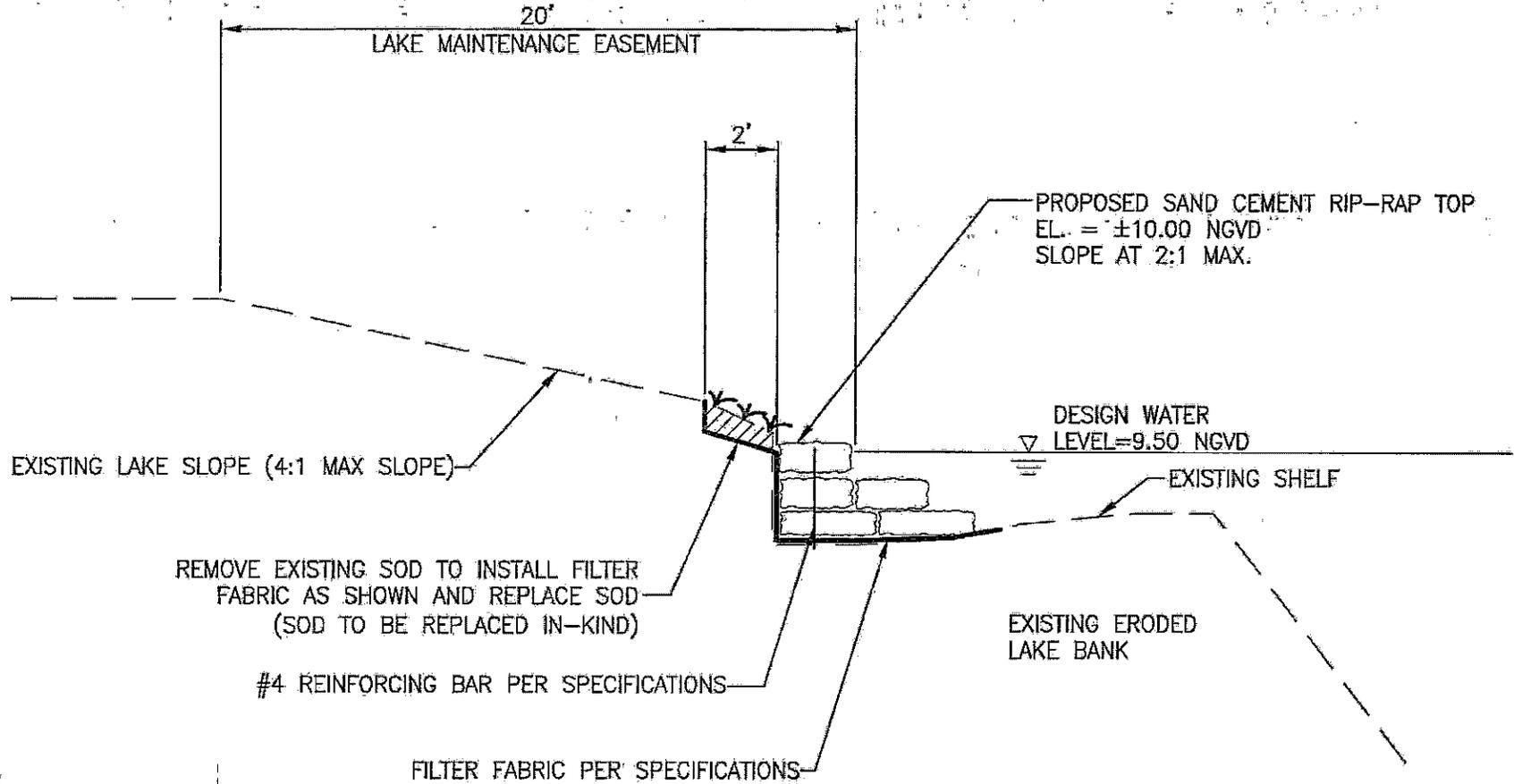
## **Lake Bank Restoration & Stabilization Alt. No. 2 (Sand Cement Rip-Rap) Details**

These attachments consist of engineering drawings/construction plans that can be provided by a property owner to the property owner's contractor performing such lake bank restoration and stabilization work in accordance with Section 4.16.5 through 4.16.9 of the Amended and Restated Rules Governing the Use of the Recreational and Other District Facilities of the Coral Bay Community Development District, as amended from time to time.

**IN ACCORDANCE WITH THE PROVISIONS OF THE AMERICANS WITH DISABILITIES ACT (ADA), PERSONS IN NEED OF A SPECIAL ACCOMMODATION TO VIEW THE ATTACHMENTS MAY CONTACT DISTRICT GOVERNMENTAL MANAGEMENT SERVICES, THE DISTRICT MANAGER AT (954) 721-8681.**

# ATTACHMENT C

## ALTERNATIVE NO. 2 - SAND CEMENT RIP-RAP



**NOTE:**

1. BOTTOM ROW OF SAND CEMENT BAGS TO BE LAID WITH LONG SIDE PERPENDICULAR TO THE LAKE BANK.
2. SUBSEQUENT ROWS OF SAND CEMENT BAGS TO BE LAID WITH LONGS SIDE PARALLEL TO THE LAKE BANK.

ALL PLAN ELEVATIONS REFERENCED IN NGVD '28  
(NGVD '29 = NAVD '88 + 1.552)



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| DATE         | AUGUST 30, 2022 |
| SCALE        | N.T.S.          |
| DRAWN BY:    | J.V.S.          |
| DESIGNED BY: | B.Z.            |
| CHECKED BY:  | B.Z.            |

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**CORAL BAY COMMUNITY  
DEVELOPMENT DISTRICT**  
CITY OF MARLBOROUGH      BROWARD COUNTY

**LAKE BANK RESTORATION  
& STABILIZATION ALT. NO. 2**

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|-------------|--------------|
| PROJECT NO. | 481900241.00 |
| SHEET NO.   | 1 of 1       |