BABCOCK NATIONAL
BABCOCK RANCH, FLORIDA

PROPOSED RESTATED RULES AND REGULATIONS

Babcock National Homeowners Association, Inc.

Document status: This clean draft is intended to supersede the Rules and Regulations adopted January 3, 2020 only after Board approval. It is not effective until adopted, dated, and distributed by the Association.

DOCUMENT CONTROL	
Proposed by	Board of Directors
Adoption date	09.01.2026
Effective date	09.01.2026
Resolution no.	
Supersedes	Rules and Regulations adopted January 3, 2020

Contents

1. Purpose, authority and precedence
2. Definitions
3. Membership and access credentials
4. Leasing and tenant privileges
5. Staff, vendors and community conduct
6. General amenity rules
7. Private events and facility rentals
8. Fitness center
9. Racquet facilities
10. Swimming pool and spa
11. Private golf carts and motor vehicles
12. Speed limits
13. Refuse and trash
14. Parking
15. Signs and open houses
16. Privacy
17. Holiday decorations
18. Pets
19. Wildlife
20. Enforcement and due process
21. Administration and amendment

1. Purpose, authority and precedence

1. **Purpose.** These Rules and Regulations promote safe, orderly, and equitable use of Association property, Common Areas, amenities, and services.
2. **Authority.** The Board adopts and administers these Rules under the Declaration, Bylaws, Articles, and applicable law. Management and the General Manager may implement and enforce them within authority delegated by the Board.
3. **Related documents.** These Rules must be read with the Declaration, Bylaws, Articles, recorded amendments, Board resolutions, fee schedules, and adopted policies. Neighborhood or condominium association documents may impose additional or more restrictive requirements.
4. **Controlling law.** If these Rules conflict with applicable law or a recorded Governing Document, the higher authority controls and the remaining Rules continue in effect.
5. **No waiver.** Failure to enforce a Rule on one occasion does not waive the Association's right to enforce it later.

2. Definitions

6. **Association.** Babcock National Homeowners Association, Inc.
7. **Board.** The Association's Board of Directors.
8. **Common Areas.** Property and facilities owned, operated, or controlled by the Association.
9. **Governing Documents.** The recorded Declaration and amendments, Articles, Bylaws, these Rules, and duly adopted Board resolutions and policies.
10. **Management.** The General Manager and authorized Association or management-company staff.
11. **Owner-Member.** A record owner who is a Member under the Declaration. A household membership includes the natural persons and eligible dependent children described in the Declaration.
12. **Authorized Tenant.** A residential lessee whose owner has delegated facility-use privileges in accordance with the Declaration and Association procedures. An Authorized Tenant is not an owner or voting Member.
13. **Guest.** A person invited by and under the responsibility of an eligible Owner-Member or Authorized Tenant and admitted under these Rules.
14. **Interim Member.** A person approved under the Board's separate Interim Member Policy. Interim status does not, by itself, create voting, event-rental, sponsorship, or other rights beyond those expressly provided by the Governing Documents and that policy.

3. Membership and access credentials

15. **Membership.** Each owner is a Member as provided in the Declaration. Household and dependent eligibility will be determined under the Declaration, including its age, residency, dependency, and student-status requirements.
16. **Credentials.** Eligible persons age 16 or older must obtain and use an individual Association-issued credential when required. Credentials are personal, nontransferable, and may not be loaned, copied, or misused.
17. **Identification.** Management may require a credential and government-issued identification before facility access, purchases, alcohol service, or account activity.

18. **Vehicle access.** Each eligible property may receive up to four vehicle-access devices unless the Board's current schedule or security policy provides otherwise. Lost, damaged, or replacement credentials are subject to the current fee schedule.
19. **Deactivation.** Management may deactivate an expired, lost, transferred, suspended, or improperly used credential, subject to the Governing Documents and applicable due process.

4. Leasing and tenant privileges

20. **Minimum term.** A residence may not be leased for less than 30 days or one calendar month, whichever is less, unless the recorded Declaration is later amended.
21. **Advance submission.** At least 15 days before occupancy, the owner must provide Management the written lease and all information and forms required by the Declaration and current Association procedures.
22. **No subleasing.** A tenant may not sublease, assign occupancy, or offer any portion of the residence for transient or short-term use.
23. **Permitted occupants.** Occupancy is limited to the named lessee and the lessee's Family as defined by the Declaration.
24. **Delegated privileges.** During a compliant lease, an owner may delegate facility-use privileges to the Authorized Tenant as permitted by the Declaration. Delegated privileges do not transfer ownership, voting rights, or rights not expressly included in the delegation.
25. **Owner suspension during delegation.** When facility privileges are delegated to a tenant, the owner's corresponding privileges are suspended to the extent provided by the Declaration, except for Board or membership meetings and other nondelegable rights.
26. **No eligibility workaround.** A residential lease must reflect a genuine residential tenancy. A lease may not be used principally to create private-event rental, sponsorship, alcohol-purchase, or other amenity eligibility.

5. Staff, vendors and community conduct

27. **Respectful conduct.** Owner-Members, Authorized Tenants, Interim Members, Guests, vendors, and invitees must treat staff and one another with courtesy. Harassment, threats, intimidation, abusive language, discrimination, obstruction, and unsafe behavior are prohibited.
28. **Staff direction.** Users must promptly follow lawful safety, access, service, and operational instructions from Management and authorized staff.
29. **No direction of staff.** Individuals may not direct, supervise, discipline, or interfere with Association employees or vendors. Service concerns should be submitted to Management.
30. **Vendor access.** Vendors must comply with approved hours, access routes, insurance requirements, delivery procedures, parking rules, and staff instructions.

6. General amenity rules

31. **Orderly use.** Amenities are for eligible users and must be used safely, for their intended purposes, and without unreasonably interfering with others.
32. **Credentials.** Users must present Association credentials when requested.
33. **Guests.** Guests must be registered when required, remain within the permitted guest limits, and be accompanied by their sponsoring Owner-Member or Authorized Tenant unless a written Board rule expressly permits otherwise.
34. **Sponsor responsibility.** The sponsor is responsible for each Guest's conduct, charges, damage, and compliance with the Governing Documents.
35. **Attire.** Users must wear attire appropriate to the facility and activity. Management may establish reasonable dress and footwear requirements.
36. **Children.** Parents, guardians, and sponsors are responsible for the direct supervision, safety, and conduct of minors.
37. **Damage.** A person who causes or permits loss or damage is responsible for repair, replacement, cleanup, and related costs.
38. **Decorations and notices.** Decorations, notices, flyers, signs, and displays require prior written Management approval and may be placed only in approved locations.
39. **Animals.** Animals are prohibited inside amenities except service animals as required by law and animals expressly permitted by written policy.
40. **Personal property.** The Association is not responsible for unattended, lost, stolen, or damaged personal property.
41. **Smoking.** Smoking and vaping are prohibited in indoor amenities and in any outdoor area designated smoke-free.
42. **Commercial activity.** No person may conduct unauthorized commercial activity, solicitation, instruction for compensation, or resale of access or services on Association property.

7. Private events and facility rentals

43. **Eligible applicants.** A facility request may be submitted by an Owner-Member in good standing, an Authorized Tenant whose delegated privileges include the requested use, the Association for an Association-sponsored event, or a third party expressly approved by the Board.
44. **Member-hosted event.** For a member-hosted event, the Owner-Member must be the genuine host, sign the event agreement, attend the entire event, and remain responsible for Guests and vendors. Nominal sponsorship is prohibited.
45. **Interim status.** Interim Member status alone does not authorize facility rental, event hosting, or sponsorship. Any such authority must be granted separately and in writing under the Governing Documents and an applicable Board policy.
46. **Required agreement.** No reservation is final until the Association approves a written request and event proposal, all required parties sign the current Private Event and Room Rental Agreement, and required payments are received.
47. **Approval authority.** Management may approve routine events only within the authority delegated by the Board. Entire-clubhouse rentals, third-party events, publicly advertised events, unusual impacts, and requests outside delegated authority require Board approval.
48. **Resident access.** The Association may limit or deny exclusive use when an event would unreasonably displace Member access, conflict with Association programming, or impair operations.
49. **Fees and deposits.** Rental fees, food-and-beverage minimums, deposits, staffing, security, service charges, cancellation charges, and damage assessments are governed by the current Board-approved fee schedule and written event proposal.
50. **Alcohol.** Alcohol may be purchased, supplied, opened, and served only through the Association's licensed operation, by authorized staff, and within the approved licensed premises. BYOB, donated alcohol, outside alcohol, self-service, and removal of alcohol are prohibited.
51. **License review.** A third-party, public, open-admission, or publicly advertised event may not include alcohol unless the Association receives written liquor-compliance confirmation and all required governmental approvals before the event.
52. **Approved spaces.** Activities, Guests, vendors, and equipment must remain within the approved areas and capacities. Alcohol must remain within the confirmed licensed footprint.
53. **Food and vendors.** Food, beverage, entertainment, decorating, rental, and service vendors require advance Management approval. The Association may require licenses, insurance, additional-insured status, and compliance with delivery and operating rules.
54. **Decorations and effects.** Suspended decorations, fog or haze, dry ice, open flame, pyrotechnics, supplemental lighting, generators, outdoor installations, and similar effects require prior written Facilities/Management approval and any required fire-code approval.
55. **Safety and conduct.** Management may require security, traffic control, valet, medical coverage, or other safeguards at the renter's cost and may stop service or end an event for unsafe conditions, unlawful conduct, or Rule violations.
56. **Damage and cleanup.** The renter and responsible host are liable for event-related damage, extraordinary cleaning, overtime, citations, and other costs caused by Guests or vendors.

8. Fitness center

57. **Eligibility.** The fitness center may be used only by eligible persons and permitted Guests during posted hours.
58. **Age.** Users must comply with the posted age and supervision requirements. A minor may not use fitness equipment unless expressly allowed by current policy and directly supervised as required.
59. **Medical readiness.** Users are responsible for determining their fitness to exercise and should consult a medical professional when appropriate.
60. **Attire.** Closed-toe athletic shoes and appropriate exercise clothing are required. Wet swimwear is prohibited.
61. **Equipment.** Use equipment only as designed. Do not modify, relocate, reserve, or monopolize equipment. Follow posted time limits when others are waiting.
62. **Cleaning.** Wipe equipment after use with provided supplies and return weights and accessories to their designated locations.
63. **Personal items.** Bags and personal items must be kept in designated areas and may not obstruct aisles or equipment.
64. **Food and drink.** Only water or an approved beverage in a closed, nonbreakable container is permitted unless Management posts otherwise.
65. **Conduct.** Unsafe exercise, loud or disruptive behavior, unauthorized personal training, and use while impaired are prohibited.
66. **Defects and injury.** Stop using damaged equipment and report defects, hazards, injuries, or emergencies to staff immediately.

9. Racquet facilities

67. **Reservations.** Courts must be reserved and used under the current reservation system, time limits, cancellation policy, and guest rules.
68. **Attire and shoes.** Proper court attire and nonmarking court shoes are required.
69. **Care of courts.** Users may not abuse nets, fences, surfaces, screens, furniture, or equipment and must leave the court ready for the next users.
70. **Instruction and events.** Lessons, clinics, tournaments, ball machines, and organized play are subject to staff scheduling and approval.
71. **Weather and closures.** Users must leave immediately when staff closes a court or when lightning, weather, maintenance, or unsafe conditions require closure.

10. Swimming pool and spa

72. **Hours and access.** Use is limited to posted hours and eligible users. Gates may not be propped open and credentials may not be shared.
73. **No lifeguard.** Unless posted otherwise, no lifeguard is on duty. Users swim at their own risk and must supervise minors directly.
74. **Health and hygiene.** Persons with a communicable illness, open wound, or other condition prohibited by health rules may not enter the water. Shower before entering when posted.

75. **Children and diapers.** Children must comply with posted age, supervision, and swim-diaper requirements. Changing diapers on pool furniture is prohibited.
76. **Attire.** Proper swimwear is required. Street clothes and wet swimwear in interior clubhouse areas are prohibited except along designated routes.
77. **Food and beverages.** Food and beverages are permitted only in designated areas. Glass and breakable containers are prohibited. Alcohol is limited to beverages sold and served through the licensed operation in areas approved for service.
78. **Conduct.** Running, diving where prohibited, horseplay, dangerous games, abusive language, and conduct that disrupts others are prohibited.
79. **Objects and equipment.** Only approved flotation aids, toys, and exercise equipment may be used. Furniture may not be placed in the pool or spa.
80. **Spa.** Users must follow posted spa time, age, health, and capacity limits.
81. **Weather and emergency.** Users must leave the water and deck immediately upon staff instruction, lightning alert, contamination event, or emergency.
82. **Furniture.** Pool furniture is first-come, first-served, may not be reserved when unattended, and must remain in designated areas.
83. **Smoking and animals.** Smoking, vaping, and animals other than service animals as required by law are prohibited in the pool enclosure.

11. Private golf carts and motor vehicles

84. **Authorized vehicles.** Unregistered or unauthorized motor vehicles are prohibited on Association property except as permitted by law and current Association policy.
85. **Registration.** Private golf carts must be registered with the Association, display the assigned identification, and satisfy current equipment and insurance requirements.
86. **Operator qualifications.** An operator must meet all requirements of Florida law and local ordinance. At present, an operator younger than 18 must possess a valid learner's driver license or driver license; an operator 18 or older must possess valid government-issued photographic identification while operating.
87. **Safe operation.** Operators must obey signs, speed limits, traffic controls, capacity limits, and staff direction; yield to pedestrians; use designated routes; and avoid distracted, reckless, or impaired operation.
88. **Parking and charging.** Golf carts may be parked or charged only in approved areas and may not block sidewalks, ramps, fire lanes, entrances, or emergency access.
89. **Owner responsibility.** The registered owner is responsible for operation by household members, tenants, Guests, and invitees and for damage caused by the cart.
90. **Legal changes.** A later change in law or local ordinance controls over any inconsistent age, license, equipment, or operation language in these Rules.

12. Speed limits

91. **Community speed.** The maximum speed on Association-controlled roadways is 25 miles per hour unless a lower posted limit applies. Drivers must reduce speed for pedestrians, weather, construction, events, and other conditions.

13. Refuse and trash

92. **Containers.** Trash, recycling, and yard-waste containers must comply with applicable collection rules and be stored from view when not placed for collection.

93. **Placement.** Containers may be placed out no earlier than the time allowed by current community or governmental standards and must be retrieved promptly after collection.

94. **Prohibited disposal.** Hazardous materials, bulk items, construction debris, and prohibited waste may not be placed in Association receptacles or common areas.

95. **Cleanliness.** Owners and occupants must promptly secure loose refuse and clean spills attributable to their property, Guests, contractors, or activities.

14. Parking

96. **Designated areas.** Vehicles may be parked only in garages, driveways, marked spaces, and other authorized areas, without blocking sidewalks, mailboxes, hydrants, fire lanes, access aisles, or traffic.

97. **Restricted vehicles.** Commercial vehicles, recreational vehicles, trailers, boats, inoperable vehicles, and oversized vehicles are subject to the Declaration and current parking policy.

98. **Guest and event parking.** Hosts must inform Guests and vendors of parking instructions. Management may require a parking, valet, shuttle, or traffic plan for an event.

99. **Enforcement.** Unauthorized vehicles may receive a violation notice and may be towed when authorized by the Governing Documents and applicable law.

15. Signs and open houses

100. **Signs.** Signs, flags, banners, displays, and similar items must comply with the Declaration, architectural standards, applicable law, and any written Board policy.

101. **Open houses.** Open houses must comply with approved days, hours, registration, gate access, sign placement, parking, and real-estate professional procedures.

102. **Removal.** Unauthorized signs or displays on Association property may be removed by Management.

16. Privacy

103. **Resident information.** Association records and personal information may be accessed, used, and disclosed only as permitted by law, the Governing Documents, and Association policy.

104. **Photography and recording.** No person may use photography, video, audio recording, or surveillance in a manner that violates law, invades a reasonable expectation of privacy, disrupts Association operations, or uses another person's image commercially without permission.

105. **Security systems.** Association security cameras and access records are for operational and safety purposes and do not guarantee personal security.

17. Holiday decorations

106. **Permitted period.** Holiday decorations may be installed and displayed only during the period established by the Declaration, architectural standards, or current Board policy.

107. **Safety and nuisance.** Decorations may not damage property, obstruct sight lines or access, create excessive light or noise, or create a fire, electrical, or trip hazard.

108. **Common Areas.** Decorations on Association property require prior written approval.

18. Pets

109. **Control.** Pets must be leashed or otherwise under direct control as required by law and may not roam unattended.

110. **Waste.** Handlers must immediately collect and properly dispose of pet waste.

111. **Nuisance and safety.** Persistent noise, aggressive behavior, property damage, and interference with others are prohibited.

112. **Restricted areas.** Pets are prohibited in amenities and other posted areas except service animals as required by law.

113. **Responsibility.** Owners and handlers are responsible for injury, damage, cleanup, and compliance with applicable licensing and vaccination requirements.

19. Wildlife

114. **No feeding or harassment.** Feeding, touching, trapping, relocating, or harassing wildlife is prohibited except by authorized governmental or Association personnel.

115. **Distance.** Residents and Guests must keep a safe distance from wildlife and keep children and pets away.

116. **Reporting.** Report injured, aggressive, trapped, or nuisance wildlife to Management or the appropriate governmental agency; call emergency services for an immediate threat.

117. **Habitat.** No person may disturb nests, burrows, preserves, wetlands, lakes, or protected habitat except as legally authorized.

20. Enforcement and due process

118. **Immediate safety action.** Management may stop an activity, refuse service, close an area, deactivate a lost credential, or direct a person to leave when reasonably necessary to address an immediate safety, operational, licensing, or security concern. This operational action is separate from a disciplinary fine or suspension.

119. **Violations.** Reported violations may be investigated and documented. Owners are responsible for violations by occupants, tenants, Guests, invitees, and vendors to the extent provided by the Governing Documents and law.

120. **Notice and opportunity to respond.** Before imposing a fine or suspension that requires statutory due process, the Association will provide the notice, opportunity to cure when applicable, hearing, committee review, and written decision required by section 720.305, Florida Statutes, as amended.

121. **Available remedies.** The Association may use remedies authorized by the Governing Documents and law, including warnings, reimbursement charges, suspension, fines, self-help where lawful, injunctive relief, collection, and recovery of costs and attorneys' fees.

122. **No retaliation.** No person may retaliate against another for a good-faith report, participation in a hearing, or cooperation with an authorized investigation.

21. Administration and amendment

123. **Management procedures.** Management may issue forms, reservation procedures, operating instructions, and schedules consistent with these Rules and Board-approved authority.

124. **Fees.** The Board may establish and revise fees, deposits, charges, and amenity schedules by resolution or fee schedule to the extent permitted by the Governing Documents and law.

125. **Amendment.** The Board may amend, restate, or repeal these Rules at a duly noticed Board meeting, subject to any enhanced notice, vote, or recording requirement imposed by law or the Governing Documents.

126. **Distribution.** After adoption, Management will date the official version, distribute or make it available to Members as required, update operational forms and systems, and retire superseded copies.

127. **Periodic review.** Management should review these Rules at least annually for changes in law, Governing Documents, insurance requirements, operations, and licensing conditions and present recommended changes to the Board.

CERTIFICATION OF ADOPTION		
Board President	Signature: Becky Mehall	Date: 9-2-26
Association Secretary	Signature: [illegible]	Date: 9-2-26