



TSR Community Development District Amenity Policy & Fees

Adopted August 23, 2016

Revised: December 1, 2021

Resident Services / Lifestyle & Amenity Management:

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CDD Offices & District Manager:

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Table of Contents

Table of Contents	2
Definitions.....	3
Introduction & Welcome.....	4
Sunshine Law Disclosure	5
Amenity Management	5
Community Contacts.....	5
1. Facility Access Cards	6
2. Non-Resident Annual User Fee.....	6
3. Guest Policies.....	6
4. Renter’s Privileges.....	7
5. General Facility Provisions.....	7
6. Loss or Destruction of Property or Instances of Personal Injury.....	9
7. General District Amenity Facility Policy	10
8. Aquatic Facility & Splashpad Rules.....	10
9. Starkey Ranch District Park Usage	11
10.Event Lawns, Pavilions and Other Outdoor Areas.....	12
11.Fire Pits	12
12. Dog Parks	13
13. Trails.....	13
14.Lakes, Ponds, and Natural Areas Within District.....	14
15.Amenity Rental Procedures.....	14
16.Wildlife and Contacts.....	15
17.Cunningham Park	15
18.Rental Fees for Amenity Facilities	16
19.Bike Park	17

Definitions

“Amenity Facilities” or “Amenity” shall mean the properties and areas owned by the District and intended for recreational use and shall include, but not specifically be limited to, parks, pools, playgrounds, multi-purpose fields and dog parks, together with their appurtenant facilities and areas.

“Amenity Facilities Policies” or “Policies” shall mean these Amenity Facilities Policies of the TSR Community Development District, as amended from time to time.

“Amenity Manager” shall mean the District Manager or that person or firm so designated by the District’s Board of Supervisor.

“Annual User Fee” shall mean the fee established by the District or any person that is not a Resident and wishes to become a Non-Resident User. The amount of the Annual User Fee is set forth herein, and that amount is subject to change based on Board action.

“Board of Supervisors” or “Board” shall mean the TSR Community Development District’s Board of Supervisors.

“Guest” shall mean any person or persons who are invited by a Resident or Non-Resident User to participate in the use of Amenity Facilities.

“District” shall mean the TSR Community Development District.

“District Manager” shall mean the professional management company with which the District has contracted to provide management services to the District.

“Non-Resident User” shall mean any person or family not owning property in the District who is paying the Annual User Fee to the District for use of all Amenity Facilities.

“Patron” or “Patrons” shall mean Residents, Guests and Non-Resident Users who are eighteen (18) years of age and older.

“Property Owner” shall mean that person or persons having fee simple ownership of land within the TSR Community Development District.

“Renter” shall mean any tenant residing in a Property Owner’s home pursuant to a valid rental or lease agreement.

“Resident” shall mean any person or persons residing in a home within the TSR Community Development District that is a Property Owner or a Renter assigned user privileges pursuant to the policies set forth herein.

Introduction & Welcome

We are pleased to welcome you to our community, and we look forward to introducing you and your family to the wide variety of programs, special events, and quality leisure experiences that define the exceptional lifestyle enjoyed by our residents. Our team takes great pride in providing amenities maintained to our high standards of excellence and an atmosphere that is always warm, welcoming and friendly. We provide the community with a place where friends are plenty and a neighborly spirit and smile set the tone.

This Welcome Packet & Amenity Policy has been designed to provide you with all of the information that you need to begin utilizing the facilities and programs available to you as a resident of our community. The usage guidelines provided in this packet have been thoughtfully established to help us to maintain the proper utilization of all areas while providing residents with a safe and enjoyable experience.

Our community provides residents with the following amenities:

- 20-miles of walking, biking and hiking trails throughout the community.
- 800 acres of dedicated leisure space, including:
 - Whitfield Park, a central park in our first neighborhood
 - Heart Pine Parks, two “pocket parks” at the community’s entrance
- Pool and splashpad facilities
- Playgrounds
- Dog parks
- ...and much more!

If you have any questions about your parks and recreation amenities, please don’t hesitate to reach out to the team at (813) 925-9777 or through renee@starkeyranch.com

Sincerely,

Chuck Adams, District Manager
TSR Community Development District

Sunshine Law Disclosure

Under Florida law, emails to and from district officials and employees are considered public record. If you do not want your email address released in response to a public records request, do not send electronic mail to this entity. Instead, contact the office by phone or in writing (as per Florida Statute 119).

Amenity Management

WTS International Inc., a globally recognized leisure management firm; manages amenities owned and operated by the TSR Community Development District. For questions or concerns regarding usage of your facilities, please contact the Amenity Manager's office via email at renee@starkeyranch.com or by calling 813-925-9777.

Community Contacts

TSR Community Development District

9220 Bonita Beach Road
Suite #214
Bonita Springs, FL 34135
(239) 464-7114

www.TSRCDD.com

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Resident Services & Amenity Manager's Office

2500 Heart Pine Avenue
Odessa, Florida 33556
Phone: 813-925-9777

www.OurStarkeyRanch.com

Renee C. Gillooly-Hlebak
Lifestyle Director, renee@starkeyranch.com

1. Facility Access Cards

1. Access Cards may be issued to all members of each Resident's household and/or Non-Resident Members. There is a \$10 charge per Access Card to replace lost or stolen cards and/or for additional cards above two as well as access cards for renters.
2. All Residents and Non-Resident Members 16 years of age or older are required to have a card for Facility Access.
3. All Patrons will be required to sign a waiver of liability before using the District amenities.
4. Patrons and Guests may be required to present ID cards or guest passes upon request by staff at any Amenity Facility.

2. Non-Resident Annual User Fee

1. The Annual User Fee for any Non-Resident is \$3,000.00 per fiscal year (October 1 – September 30). This payment must be paid in full at time of completion of the Non-Resident user application and the corresponding agreement. This fee includes usage for four persons total. This fee will permit the use of all Amenity Facilities for one (1) fiscal year, pro-rated if applicable. Each subsequent annual membership fee shall be paid in full by October 1st. Such fee may be increased, not more than once per year, by action of the Board of Supervisors, to reflect increased costs of operation of amenity facilities. This membership is not available for commercial purposes.

3. Guest Policies

1. All guests, regardless of age, must complete a Guest Waiver located next to each access gate of the pools prior to using the Amenity Facilities. In the event the Guest is under eighteen (18) years of age, the Resident, Non-Resident Member or Renter inviting the guest must be present upon visiting the Amenity Facilities and sign off on the waiver. Residents must accompany their guests at all times while using the Amenity Facilities.
2. All guests over the age of 18 must sign a waiver of liability upon entering all Amenity Facilities.
3. Patrons who have registered a Guest are responsible for any and all actions taken by such Guest. Violation by a Guest of any of these Policies as set forth by the District could result in loss of that Patron's privileges and/or membership.
4. Each household/dwelling unit will be permitted to bring up to five (5) guests per day to the aquatic facilities and splash pad. In no event shall the number of guests per household/dwelling unit exceed five (5) per day.

4. Renter's Privileges

1. Residents who rent or lease out their residential unit(s) in the District shall have the right to designate the Renter of their residential unit(s) as the beneficial users of the Resident's membership privileges for purposes of Amenity Facilities use.
2. In order for the Renter to be entitled to use the Amenity Facilities, the Renter may be required to acquire a membership with respect to the residence which is being rented or leased as well as obtain an ID/access card. A Renter who is designated as the beneficial user of the Resident's membership shall be entitled to the same rights and privileges to use the Amenity Facilities as the Resident.
3. During the period when a Renter is designated as the beneficial user of the membership, the Resident shall not be entitled to use the Amenity Facilities with respect to that membership.
4. Residents shall be responsible for all charges incurred by their Renters which remain unpaid after the customary billing and collection procedure established by the District. Resident owners are responsible for the deportment of their respective Renter.
5. Renters shall be subject to rules and regulations as the Board may adopt from time to time.

5. General Facility Provisions

1. The Board reserves the right to amend, modify, or delete, in part or in their entirety, these Policies when necessary, at a duly-noticed Board meeting. However, in order to change or modify rates or fees beyond the increases specifically allowed for by the District's rules and regulations, the Board must hold a duly-noticed public hearing on said rates and fees.
 - a. The Amenity Manager shall have the authority to institute temporary amendments, modifications, or other measures necessary for efficient and safe operation of the Amenity Facilities until consideration by the Board at the next duly-noticed Board meeting.
2. All residents and guests may be required to present their ID cards in order to gain access to the Amenity Facilities.
3. All hours of operation, including holiday schedules, of the Amenity Facilities, will be established and published by the District and Amenity Manager.
4. Dogs or other pets (with the exception of "Service Animal(s)" trained to do work or perform tasks for an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability) are not permitted within any District-owned public facilities including, but not limited to, amenity buildings (offices, social halls), pools, , or related improvements, with the exception of the dog park. A Service Animal must be kept under the control of its handler by leash or harness, unless doing so interferes with the Service Animal's work or tasks or the individual's disability prevents doing so. The District may remove the Service Animal under the following conditions:

If the Service Animal is out of control and the handler does not take effective measures to control it; If the Service Animal is not housebroken; or, If the Service Animal's behavior poses a direct threat to the health and safety of others.

The District is prohibited from asking about the nature or extent of an individual's disability in order to determine whether an animal is a Service Animal or pet. However, the District may ask whether an animal is a Service Animal required because of a disability and what work or tasks the animal has been trained to perform.

In the event of a special event or activity occurring outdoors, the Amenity Manager may allow leashed and well-behaved dogs. Patrons are responsible for picking up after all pets and disposing of any waste in a designated pet waste receptacle or an outdoor dumpster as a courtesy to others.

5. Vehicles must be parked in designated areas. Motorized vehicles, including golf carts, are not allowed on any trails at any time. Golf cart operation on public roads must conform to §316.212 of Florida Statutes.
6. Fireworks of any kind are not permitted anywhere at or on the Amenity Facilities or adjacent areas.
7. Only District employees or employees of the Amenity Manager are allowed in the service areas of the Amenity Facilities.
8. Patrons and Guests must present their ID cards or guest passes upon request by staff at any Amenity Facility.
9. The Board of Supervisors (as an entity), the Amenity Manager and its staff shall have full authority to enforce these policies. However, the Amenity Manager shall have the authority to waive strict application of any of these Policies when prudent, necessary or in the best interest of the District and its Residents. Such a temporary waiver of policy by the Amenity Manager shall not constitute a continuous, ongoing waiver of said policy, and the Amenity Manager reserves the right to enforce all of these policies at any time he or she sees fit.
10. All lost or stolen ID cards or access devices should be reported immediately to the Amenity Manager's office. A fee will be assessed for any replacement cards.
11. Smoking and the use of electronic smoking devices is not permitted at any of the TSR CDD facilities. This includes facilities used during private rentals as well as all entrances to facilities and within parks.
12. Disregard for rules or policies may result in expulsion from the Amenity Facilities and/or loss of Amenity Facility privileges in accordance with the procedures set forth herein.
13. Aquatic facilities, including splash pad, rules that are posted in appropriate areas must be observed.
14. Patrons and their Guests shall treat all staff members with courtesy and respect.
15. Off-road motorbikes and/or vehicles, including golf carts, are prohibited on all property owned, maintained and operated by the District or on any of the Amenity Facilities.
16. Children must be attended to at all times while utilizing Amenity Facilities. District staff will not offer childcare services.
17. Skateboarding is not allowed on the Amenity Facilities property at anytime.
18. The Amenity Manager must approve performances at any Amenity Facility, including those by outside entertainers, in advance.
19. Commercial advertisements shall not be posted or circulated in the Amenity Facilities. Petitions, posters or promotional material shall not be originated, solicited, circulated or posted on Amenity Facilities property unless approved in writing by the Amenity Manager.
20. The Amenity Facilities shall not be used for commercial purposes without written permission from the Amenity Manager and the District Manager. The term "commercial purposes" shall mean those activities that involve, in any way, the provision of goods or services for compensation or advertising.
21. Firearms or any other weapons are prohibited in the Amenity Facilities during any governmental meetings or functions, including those of the District, and as otherwise prohibited in accordance with Florida law.
22. The Amenity Manager reserves the right to authorize all programs and activities, including the number of participants, equipment and supplies usage, facility reservations, etc., at all Amenity Facilities, except usage and rental fees that have been established by the Board. The Amenity Manager also has the right to authorize management-sponsored events and programs to better service the Patrons, and to reserve any Amenity Facility for said events (if the schedule permits) and to collect revenue for those services provided. This includes, but is not limited to, various athletic events, cultural programs and social events, etc. Should the District be entitled to any of

- these revenues based on its established rental or usage fees, the Amenity Manager will be required to compensate the District accordingly.
23. Loitering (the offense of standing idly or prowling in a place, at a time or in a manner not usual for law-abiding individuals, under circumstances that warrant a justifiable and reasonable alarm or immediate concern for the safety of persons or property in the vicinity) is not permitted at any Amenity Facility.
 24. All Patrons shall abide by and comply with any and all federal, state and local laws and ordinances while present at or utilizing any Amenity Facilities, and shall ensure that any minor for whom they are responsible also complies with the same.
 25. There shall be no overnight parking in the Amenity Facility parking lots unless owner of vehicle notifies Amenity Manager and obtains a 24-hour parking pass from the Amenity Facility parking lot only.
 26. When using outdoor Amenity Facilities, including trails and open spaces, please adhere to the following guidelines:
 - a. Non-domesticated animals (“wild animals”) encountered on trails and in other areas are wild and should never be approached. Never leave small children unattended.
 - b. Never feed wild animals, or leave food/garbage unattended.
 - c. Please see Attachments A-C for more information regarding interaction with wild animals from the Florida Fish and Wildlife Conservation Commission.

6. Loss or Destruction of Property or Instances of Personal Injury

1. Each patron and each Guest assume sole responsibility for his or her property. The District and its contractors shall not be responsible for the loss or damage to any private property used or stored on or in any of the Amenity Facilities.
2. Patrons shall be liable for any property damage and/or personal injury at the Amenity Facilities, or at any activity or function operated, organized, arranged or sponsored by the District or its contractors, which is caused by the Patron or the Patron’s guest or family member(s). The District reserves the right to pursue any and all legal and equitable measures necessary to remedy any losses it suffers due to property damage or personal injury by a Patron or Guest or family member(s).
3. Any Patron, Guests or other 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 its contractors, 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 Amenity Facilities’ premises shall do so at his or her own risk, and shall hold the Amenity Facilities’ owners, the District, the Board of Supervisors, District employees, District representatives, District contractors and District agents harmless from any and all loss, cost, claim, injury, damage or liability sustained or incurred by him or her, resulting therefrom and/or from any act of omission of the District, or their respective operators, supervisors, employees representatives, contractor or agents. Any patron shall have, owe and perform the same obligation to the District and their respective operators, supervisors, employees representatives, contractors and agents hereunder with respect to any loss, cost, claim, injury, damage or liability sustained or incurred by any Guest or family member of such Patron.

7. General District Amenity Facility Policy

All Patrons and Guests using the Amenity Facilities are expected to conduct themselves in a responsible, courteous and safe manner, in compliance with all policies and rules of the District governing the Amenity Facilities. Violation of the District's policies and/or misuse or destruction of Amenity Facility equipment may result in the suspension or termination of District Amenity Facility privileges with respect to the offending Patron or Guest in accordance with District Policies.

Hours: The District Amenity Facilities are available for use by Patrons during normal operating hours to be established and posted by the District and Amenity Manager.

Emergencies: After contacting 9-1-1 if required, all emergencies and injuries must be reported to the Amenity Manager (phone 813-925-9777), email renee@StarkeyRanch.com), who will notify the District Manager when appropriate. If during normal business hours, please notify District staff at 813-925-9777.

District Equipment: Any Patron or Guest utilizing District equipment is responsible for said equipment. Should the equipment be returned to the District with damaged, missing pieces or in worse condition than when it was when usage began, that Patron or Guests will be responsible to the District for any cost associated with repair or replacement of that equipment.

Please note that certain Amenity Facilities are unattended facilities. Persons using the Amenity Facilities do so at their own risk.

8. Aquatic Facility & Splashpad Rules

No lifeguard on duty – swim at your own risk.

Starkey Ranch features neighborhood pool facilities to improve the leisure time of our residents. In order to enjoy a safe and enjoyable environment within these facilities, please adhere to the following guidelines and policies.

Usage Guidelines

1. Swim at your own risk. Lifeguards do not supervise the pool areas during operating hours.
2. Pool and splashpad hours are as follows:
 - a. March through September: 7:00am to 8:30 pm or Dusk, whichever is earlier
 - b. October through February: 7:00am to 6:00pm or Dusk, whichever is earlier
3. No one under the age of 16 is allowed in the area alone unless accompanied by a person 16 years and older. Residents are not permitted to “drop off” their children/grandchildren without specific supervision from a person 16 years and older.
4. Children under the age of 10 must be directly supervised by a person 16 years or older in the water or from the deck at all times. A single individual may be responsible for supervising a maximum of four (4) children at any given time.
5. Flotation devices are permitted, but their use by non-swimmers requires direct supervision in the water by a person 16 years of age or older.
6. Persons unable to swim 25 yards without stopping and unable to handle themselves well in the water are not permitted in water above their shoulders.

7. To prevent accidental loss or damage, we recommend that personal pool toys, large flotation devices, pop up tents, and cornhole boards be left at home.
8. No bicycles, scooters, roller skates, roller blades or skate boards are permitted on the pool deck.
9. Strollers are allowed on the deck, as long as they are kept a minimum of three (3) feet from the pool edge and are maintained in a locked position.
10. Alcohol, glass containers or breakable objects of any kind are not permitted in the pool area or locker rooms. This is per State regulations. Food and drink are not permitted within 4 feet of the pool.
11. All swimmers must shower before initially entering the pool.
12. Persons with open cuts, wounds, sores or blisters may not use the pool.
13. No person should use the pool with or suspected of having a communicable disease that could be transmitted through the use of the pool.
14. Appropriate swimming attire (swimsuits) must be worn at all times.
15. Infants/children not toilet trained and incontinent adults must wear swimsuit diapers or snug plastic pants under their swim suits. Diapers (cloth and disposable) are prohibited.
16. Animals are not permitted in the pool or wet areas.
17. Sitting on or hanging from pool ladders is not allowed.
18. No diving is permitted.
19. Back dives, flips, back jumps or other dangerous actions from the side of the pool are prohibited.
20. Only authorized staff members are allowed in the filter rooms, chemical storage rooms, first aid station and staff office area.
21. Tables or chairs on the deck area may not be reserved by placing towels or personal belongings on them.
22. The pool may close due to weather warnings, fecal accidents, chemical balancing, or general maintenance and repairs.
23. The pool and pool area will be closed during electrical storms or when rain makes it difficult to see any part of the pool or pool bottom clearly. The pool will be closed at the first sound of thunder or sighting of lightning and will remain closed for thirty 30 minutes after the last sighting. Everyone must leave the pool deck immediately when instructed to do so by the staff.
24. All swim instructors must be approved, certified and employed by the Amenity Manager.
25. All other general facility rules apply.

9. Starkey Ranch District Park Usage

This property is a County facility that is operated through a License Agreement with a contracted agency.

10. Event Lawns, Pavilions and Other Outdoor Areas

The outdoor areas of Starkey Ranch are maintained for the usage of residents of the community. The policies below adhere to pavilions, outdoor patios, grilling areas, pool cabanas and event lawns managed by the CDD.

The event lawn and patio areas are available for use by residents and their guests on a first come, first serve basis. Private rentals may be reserved through the Amenity Manager's office.

1. Pavilions may be rented as per the Rental Section of this guide.
2. Residents on a first-come, first-served basis may utilize the pavilion grills.
3. Residents are responsible for cleaning the -pavilion grills after use.
4. No one under the age of 16 is allowed in the area alone unless accompanied by a person(16 years and older. Residents are not permitted to "drop off" their children/grandchildren without specific supervision from a person 16 years or older.
5. Bikes, rollerblades, skateboards and equipment with wheels are prohibited, with the exception of the paved trails.
6. Chalking or marking the outdoor areas must be approved in advance and proper marking materials must be utilized.
7. Pets must be kept on leash and residents must pick up and dispose of pet waste in appropriate receptacles. Residents are encouraged to utilize the dog parks.
8. Profanity, fighting or disruptive behavior will not be tolerated.
9. Smoking and the use of electronic smoking devices is not permitted in public spaces.
10. Residents are responsible for bringing their own equipment.
11. All instructors and coaches must be approved, certified and employed by the Amenity Manager.
12. Picnic areas are available on a first come first serve basis. Private rentals may be reserved through the Amenity Manager's office and is subject to appropriate fees as approved by the Board. Rentals may only occur during open hours of amenity, unless otherwise approved by Amenity Manager.
13. Amplified sound systems and DJs are prohibited unless it is an approved program or event..
14. Residents must clean up after themselves and dispose of trash in the appropriate receptacles.
15. Removal of tables and grills from the picnic area is prohibited.
16. The consumption of alcohol is prohibited in public spaces.
17. The event lawns, playgrounds, pavilions and other park areas close at dusk unless otherwise approved by the Amenity Manager.
18. All other general facility rules apply.

11. Fire Pits

The Fire Pits located at Whitfield Park are use at your own risk on a first come, first serve availability and are not available for private rentals.

1. The fire pits may be utilized by adult residents only. Anyone under the age of 18 may not use the fire pits unsupervised.
2. The fires may be lit starting as early as dusk and put out or extinguished no later than 10pm.
3. Residents are responsibility for shutting off or extinguishing any fires that are lit.
4. Landscaping in the surrounding areas are not to be used as accelerants.

12. Dog Parks

Dog parks are available within Starkey Ranch, for the enjoyment of residents and their four-legged friends.

1. Residents and their pets may utilize the dog park at their own risk. Owners are responsible and liable for the actions and behavior of their dogs at all times.
2. The dog park may only be reserved for a community approved program or event. All scheduled events will be posted.
3. Owners are limited to 3 dogs per visit.
4. No one under the age of 16 is allowed in the area alone unless accompanied by a person 16 years and older. Residents are not permitted to "drop off" their children/grandchildren without specific supervision from an adult.
5. Female dogs in heat and dogs under the age of four months are prohibited.
6. Owners must keep dogs in sight and under voice control at all times.
7. All pets must be licensed and vaccinated.
8. Only friendly and non-aggressive dogs are permitted in the dog park. If a dog becomes unruly or plays rough, it must be leashed immediately.
9. Owners must use caution when bringing toys, Frisbees, and balls to the park, as this may solicit protective and territorial behavior that may result in fighting.
10. Owners must keep dogs in the designated off-leash areas. In all other areas, dogs must be on their leash.
11. Owners must pick up and dispose of dog waste in appropriate receptacles.
12. It is recommended that a parent or guardian supervise children.
13. Barker Park located at 2890 Heart Pine Avenue is designated for dogs 25 pounds and under.
14. All other general facility rules apply.

13. Trails

1. Trails are open to all forms of non-motorized transportation.
2. Golf carts are not permitted on any trail.
3. Pedestrians have the right-of-way on trails unless otherwise posted.
4. Bicycles, in-line skaters and other "wheeled" travelers must yield to hikers.
5. Downhill traffic must yield to uphill traffic.
6. All events, races, and competitions must be approved programs.
7. Proper control must be maintained at all times. Speed should be restricted to safe levels appropriate for existing trail conditions.
8. Faster users should pass on left and announce their intention before passing.
9. Trail users must stay on existing designated trails.
10. Avoid single-tracks when raining or muddy; traffic on wet trails causes damage.
11. Do not disturb vegetation or wildlife.
12. The staff should be notified if any trail requires maintenance or any strange behavior is witnessed on the trails.

14. Lakes, Ponds, and Natural Areas Within District

The lakes and ponds throughout the community are beautifully designed and maintained for the enjoyment of our community.

“Catch and release” fishing is permitted in District-managed bodies of water, however residents shall not trespass on private property of another resident or enter any prohibited service areas for District staff or maintenance personnel.

It is important to note that these bodies of water are natural habitats to wildlife living within our community. Anyone taking part in activity in or near said water bodies are doing so at their own risk. District waterbodies may be deep and those participating in recreational activities in District waterbodies do so at their own risk. District recommends use of appropriate safety equipment during any such activities.

Non-motorized recreational watercraft is permitted in Cannon Lake only from Dawn to Dusk. No watercrafts of any kind are allowed in any other body of water except for lake/pond maintenance vehicles. Any violation of this policy will be reported to local authorities.

The following is the policy statement of the District as it regards to the natural tree protection, wetland and upland buffer areas that are scattered in large numbers throughout the District. The policy statement is consistent with the policies of other governments including Pasco County and the Southwest Florida Water Management District (SWFWMD) as it regards their natural, conservation tree protection and wetland conservation/preservation areas:

The natural areas are not intended to be maintained. These areas are to be left untouched to allow for nature to take its normal course. Vegetation that dies including, but not limited to, trees, are left to fulfill their role in nature’s process.

Trees, within or immediately adjacent to these areas, that have died and appear to pose a threat of falling and damaging an abutting property owner’s property may be addressed by the abutting property owner after securing permission to remedy the situation from the District and all required permits from all authorities having jurisdiction including Pasco County and SWFWMD. Such abutting property owner must initially contact the District for permission to address the removal or remediation of the threatening situation and shall then be responsible for any needed permitting or review by Pasco County and/or SWFWMD. Permitted trimming and/or removal, where warranted, shall be done at the expense of the abutting property owner. The goal is to minimize disturbance these areas.

In the event that a tree does fall onto another’s property, that property owner has the right to cut back or limb the tree as necessary to their individual property line. The rest of the tree is to be left as-is. This would also pertain to normal maintenance, which would allow an owner to trim back any encroaching vegetation to their property line. No one is allowed to encroach into the nature areas for any reason, from maintenance to placement of personal property, of any kind.

15. Wildlife and Contacts

In the event of an emergency situation, please call 911.

For situations involving wildlife that may be encroaching property, please contact the Amenity Manager’s office at 813-925-9777 and action, when deemed appropriate, will be taken.

Please do not disturb or agitate wildlife encountered while in the community.

For any stray domestic animals, please contact Pasco County Animal Services at 352-521-5194 for assistance.

16. Amenity Rental Procedures

Staff will take reservations in advance for the Amenity Facilities, as per District approval. Reservations are on a first-come, first-served basis and can be made by emailing amenityrentals@starkeyranch.com or in person at the Amenity Manager's office. Reservations must include a completed request form. Reservations must be made at least thirty (30) days in advance.

There are no personal "standing" reservations allowed for the facilities listed in the reservation policy.

Fees associated with renting of Amenity Facilities shall be decided upon by the Amenity Manager and with approval of the District Manager and Board. These fees may increase from time to time to correspond with increased operating costs for the Amenity Facilities.

Rentals may only occur during open hours of amenity, unless otherwise approved by Amenity Manager.

17. Cunningham Park

Cunningham hall and the surrounding park are maintained for the usage of residents of the community. The policies below adhere to the hall, canoe and kayak facilities and outdoor spaces at Cunningham Park are managed by the CDD.

1. Cunningham Hall is available for use by residents and their guests during structured programs, classes or community events.
2. Private rentals may be reserved through the Amenity Manager's office per the amenity rental section of this policy Rentals may only occur during open hours of amenity, unless otherwise approved by Amenity Manager.
3. Residents must accompany their guests at all times and adhere to the CDD guest policy: Each household/dwelling unit will be permitted to bring up to five (5) guests per day.
4. Residents must have at all times in their possession their access card for identification to enter and utilize the amenities.
5. Residents under twenty-one (21) years of age may not consume alcohol on property at any time without prior approval from the Amenity Manager. The serving of alcohol must be conducted by a licensed bar service for all private rentals
6. Anyone that appears to be under the influence of drugs or alcohol will be asked to leave the facility.
7. All members utilize the amenities at their own risk. Assumption of risk and liability forms must be signed and on file before utilizing the amenity areas.
8. A schedule of activities will be posted in the building and updated by the staff.
9. No one under the age of 16 is allowed in the area alone unless accompanied by a person (16 years and older. Residents are not permitted to "drop off" their children/grandchildren without specific supervision from a person 16 years or older.
10. Canoes and kayaks may be used on a first come, first serve basis. No one under the age of 16 is allowed to use the kayaks alone unless accompanied by a person 16 years or older.
11. Canoes and kayaks are available from dawn to dusk only. Water recreation is not permitted outside of these hours.
12. Bicycle, skateboard, rollerblade and other vehicle use is limited to designated outdoor areas only such as the paved parking lot and trails.
13. With the exception of service animals, pets are only permitted in designated areas, and they are not permitted indoors unless it is an authorized event.
14. Profanity, fighting or disruptive behavior will not be tolerated.
15. Smoking and the use of electronic smoking devices is not permitted at any of the TSR CDD Facilities. This includes facilities used during private rentals.
16. All programs and services including but not limited to personal training, group exercise, and instructional programs must be conducted by an approved and certified employee of the

Amenity Manger.

17. Amplified sound systems and DJs are prohibited unless it is an approved program, event or private rental. Excessive noise that will disturb other residents and guests is not permitted.
18. Residents must clean up after themselves and dispose of trash in the appropriate receptacles.
19. All equipment and supplies provided for use of the amenities must be returned in good condition after use. Removal of any equipment or supplies from the building is prohibited.
20. Cunningham Hall must be vacated and secured by staff no later than 10pm unless approved by the Amenity Manager.
21. The facility and staff are not responsible for lost or stolen items. All found items should be turned in to the Welcome Center or Lifestyle Staff. Any items left in public areas will be stored for up to one week in a secured lost and found location.
22. All other general facility rules apply. Rules are subject to change as deemed necessary by the TSR-CDD.

18. Rental Fees for Amenity Facilities

Outdoor – Minimum rental of 2 hours

Area and Location	Description	Fees
Cunningham Hall <i>This includes use of the adjacent catering kitchen. Special requests will need to be made to use outside lawn/event space.</i>	<ul style="list-style-type: none"> • Maximum attendees is 75. 	\$50 per hour. *2-hour minimum <i>This does not include time for breakdown or set-up. Please ensure that your rental times include this.</i> Requires a \$250 deposit
Pavilions <i>We make every effort to ensure that picnic tables/benches remain within the Pavilions, however, you are encouraged to plan accordingly in case tables are removed or relocated due to another community event or program.</i>	<ul style="list-style-type: none"> • Maximum attendees is 30. 	\$15 per hour *2-hour minimum <i>This does not include time for breakdown or set-up. Please ensure that your rental times include this.</i>

The Amenity Manager approves reservations on a first-come, first-served basis. All organized usage of any District-owned property must be approved through an executed rental agreement between the Resident and District. Please speak to the Amenity Manager’s office for further information regarding rental procedures and to file an application for rental.

The Amenity Manager has the authority to approve, deny or restrict rentals within District-owned or leased property, for the best interest of Residents and their Guests. Rentals may only occur during open hours of amenity, unless otherwise approved by Amenity Manager.

Rental fees do not include additional fees that may be charged as direct result of additional staffing, usage or equipment required by Amenity Manager.

Local civic service organizations (i.e. Rotary Club, Kiwanis) may rent park amenities (with the exception of any facility requiring key card access) on a case-by-case basis through the Amenity Manager’s office, for co-sponsored District events. The Amenity Manager has the right to approve or deny these rentals, based upon the needs of the community and Amenity event calendar.

19. Bike Park

All users must be a resident of or current paid non-resident user for the TSR Community Development District (the "District") or a guest of a member and have a signed release and waiver in the form below on file with the District prior to entering the park. Prior to use of the bike park participants under 18 years of age must have a waiver signed by a parent or legal guardian in the presence of a District staff member or a notary public. Proper I.D. is required.

Florida State Statute:

In accordance with Section 316.0085, Florida Statutes, any person who participates in or assists in off-road biking, skateboarding or in-line skating assumes the known and unknown inherent risks in these activities irrespective of age, and is legally responsible for all damages, injury or death to himself or herself or other persons or property which result from these activities. Any person who observes biking, skateboarding or in-line skating assumes the known and unknown in the inherent risks in these activities irrespective of age and is legally responsible for all damages, injury or death to himself or herself which result from these activities.

1. We are a family of riders. We care for the safety of others.
2. Use of the park is at your own risk. Know your own abilities and limits.
3. This is a hazardous sport. Use of the park may expose the user to serious injury or death, including but not limited to broken bones or paralysis.
4. Adult supervision is strongly recommended for riders age 13 and under and adult supervision is required for those ages 9 and under.
5. Riding in the park is permitted from dawn to dusk only. Trespassers will be prosecuted.
6. Before riding, inspect all surfaces before park use and report any trash, debris, erosion, or other problems with the surface to District staff immediately.
7. No riding during rain, lightning, or maintenance periods. Ride with the flow of other riders. Do not proceed over obstacles or around course until it is clear of other riders.
8. Only BMX or Mountain bikes are permitted in the active riding area.
9. No motorized vehicles (Golf Cart / Mini Bike / Dirt Bike / ATV / 4 Wheelers) are permitted in the bike park or on the single-track trails.
10. Bikes with training wheels are not permitted in the bike park. Pedal cars or tricycles are not permitted in the bike park.
11. All riders must wear an American National Standards Institute (ANSI)-approved helmet with securely fastened chinstrap and closed-toe shoes. It is strongly suggested that riders wear elbow pads, kneepads and wrist guards.
12. Destruction of obstacles, vandalism, graffiti, or other types of damage to the facility shall be governed in accordance with the District's Suspension and Termination of Amenity Privileges Policy and may result in the loss of use of the facility.
13. No animals allowed in the active riding areas.
14. No music boxes or speaker systems are allowed.
15. Absolutely no alcohol, drugs, smoking, or vaping allowed in the active riding area.
16. We value kindness. No profanity or abusive language will be tolerated

**TSR COMMUNITY DEVELOPMENT DISTRICT
RELEASE AND WAIVER FOR ADULT'S USE OF BIKE PARK**

Participant Information

FULL NAME OF PARTICIPANT: _____ ("Participant")

PARTICIPANT'S ADDRESS: _____

PARTICIPANT'S TELEPHONE NO.: _____

RELEASE AND WAIVER:

I, Participant, understand that the TSR Community Development District, and its respective residents, agents, supervisors, officers, directors, employees, contractors and staff, including but not limited to WTS International, LLC, (collectively, the "Released Parties") assume no responsibility for injuries or illness that I may sustain as a result of use of the Bike Park. I expressly acknowledge on behalf of myself and my heirs, assigns, personal representatives or estates that I assume the risk for any and all injuries and illness that may result from my use of the Bike Park. I hereby defend, indemnify, hold harmless, release, and discharge the Released Parties from any and all actual or alleged claims, demands, causes of action, liability, loss, damage and/or injury for injury (to property or persons, including without limitation, wrongful death), illness, death, loss or damage that myself may suffer as a result of my use of the Bike Park, whether such is brought by an individual or other entity, or imposed by a court of law or by administrative action of any federal, state, or local governmental body or agency. Further, I understand that the Released Parties are not responsible for personal property lost or stolen while I use the Bike Park. This indemnification applies to and includes, without limitation, the payment of all penalties, damages, fines, judgments, awards, decrees, attorney's fees, and related costs or expenses, and any reimbursements to the Released Parties for all legal expenses and costs incurred by them.

PURSUANT TO SECTION 316.0085, FLORIDA STATUTES, THE RELEASED PARTIES ARE NOT LIABLE TO ANY PERSON WHO VOLUNTARILY PARTICIPATES IN SKATEBOARDING, INLINE SKATING, OR FREESTYLE OR MOUNTAIN AND OFF-ROAD BICYCLING FOR ANY DAMAGE OR INJURY TO PROPERTY OR PERSONS WHICH ARISES OUT OF A PERSON'S PARTICIPATION IN SUCH ACTIVITY, AND WHICH TAKES PLACE IN AN AREA DESIGNATED FOR SUCH ACTIVITY.

MEDICAL RELEASE: In the event that I am unconscious or otherwise unable to make medical decisions for myself in an emergency, I hereby give permission for medical treatment, and related transportation, to any licensed physician, surgeon, clinic, hospital, or ambulance service to secure proper treatment, and to order anesthesia, for myself as named above.

I am allergic to the following medications: _____

SIGNATURES MUST BE NOTARIZED UNLESS WITNESSED BY TSR COMMUNITY DEVELOPMENT DISTRICT STAFF

Signature of Participant

Date

Notary Information:

