

**ENTRADA**  
**COMMUNITY DEVELOPMENT DISTRICT**

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Rules, Policies and Fees  
For the Amenity Facilities  
Adopted August 23, 2022

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Entrada Amenity Facilities  
560 Rio San Juan Rd  
St. Augustine, FL 32084

## **DEFINITIONS**

**"Access Card"** – shall mean the identification card issued to Patrons.

**"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, the Amenity Facilities, a pool with splash pad area, fitness room, playground, rental/meeting space, lap pool, pickle ball court and a fishing pond together with their appurtenant facilities and areas.

**"Amenity Facilities Policies" or "Policies"** - shall mean these Rules, Policies and Fees for the Amenity Facilities of Entrada 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 Supervisors.

**"Annual User Fee"** - shall mean the fee established by the District for 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 Entrada Community Development District's Board of Supervisors.

**"District"** - shall mean the Entrada Community Development District.

**"District Manager"** - shall mean the professional management company with which the District has contracted to provide management services to the District.

**"Guest"** - shall mean any person or persons who are invited by a Patron to participate in the use of the Amenity Facilities.

**"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, Non-Resident Users, and Renters/Leaseholders 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 Entrada Community Development District, and also may be referred to as a **"Resident."**

**"Renter"** - shall mean any tenant residing in a Resident's home pursuant to a valid rental or lease agreement.

## **ENTRADA ANNUAL USER FEE**

The Annual User Fee for any Non-Resident User is identified in **Exhibit A** attached hereto. This payment must be paid in full at the time of completion of the Non-Resident User application and the corresponding agreement. This fee will permit the use of all Amenity Facilities for one (1) full year from the date of receipt of payment by the District. Each subsequent renewal shall be paid in full on the anniversary date of application for use of the Amenity Facilities by such Non-Resident User. Such fee may be increased, by action of the Board of Supervisors, to reflect increased costs of operation of the amenity facilities; such increase may not exceed ten percent (10%) per year. The use of the Amenity Facilities is not available for commercial purposes.

## **ACCESS CARDS**

- (1) Patrons and Guests can use their Access Cards to gain access to the Amenities. Upon arrival at the clubhouse or other Amenity Facility, Patrons and Guests will scan their Access Cards in the card reader located outside of the main entrance doors in order to unlock the doors. Under no circumstance should a Patron or Guest provide an Access Card to another person to allow him or her to use the Amenities.
- (2) Each Patron family will receive two (2) Access Cards per lot (not per Patron) upon registration with the District.
- (3) Access Cards are the property of the District and are non-transferable except in accordance with the District's Policies.
- (4) All lost or stolen cards need to be reported immediately to the District. There charge to replace lost or stolen cards is identified in **Exhibit A** attached hereto. Patron with the lost or stolen Access Card will be financially responsible for damages resulting from unreported loss or theft of the access card.

## **GUESTS**

- (1) Patrons bringing a Guest(s) are responsible for any and all actions taken by such Guest. Violation by a Guest on any of these Policies as set forth by the District could result in loss of that Patron's privileges and membership.
- (2) No more than five (5) persons per lot (not per Patron) are permitted as Guests to the Amenities at one time unless the Patron has reserved a room at the Amenity and has paid the required usage fee. In the event the Patron has rented a room at the Amenity, the number of Guests shall be limited by the room or meeting room maximum pursuant to applicable building codes.

### **RENTER'S PRIVILEGES**

- (1) Property Owners who rent out 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 Property Owner's Amenity Facilities privileges.
- (2) In order for the Renter to be entitled to use the Amenity Facilities, the Renter must complete the Non-Resident User application and sign the accompanying agreement. The Annual User Fee will then be waived for the Renter. A Renter who is designated as the beneficial user of the Property Owner's Amenity privileges shall be entitled to the same rights and privileges to use the Amenity Facilities as the Property Owner.
- (3) During the period when a Renter is designated as the beneficial user of the Property Owner's privilege to use the Amenity Facilities, the Property Owner shall not be entitled to use the Amenity Facilities with respect to that property.
- (4) Property Owners shall be responsible for all charges incurred by their Renters which remain unpaid after the customary billing and collection procedure established by the District. Property Owners are responsible for the behavior of their respective Renter.
- (5) If such individuals reside with the Property Owner, the Property Owner shall be required to add, to the Amenity Facilities Registration Form, the names of all individuals who reside in the Property Owner's home, whether as a result of a rental agreement, lease or any other agreement, and the Property Owner shall be held financially responsible for any and all damage to District property caused by any of the individuals who reside in the Property Owner's home. Such individuals will not be issued additional Access Cards.
- (6) Renters shall be subject to such other rules and regulations as the Board may adopt from time to time.

### **GENERAL FACILITY PROVISIONS**

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.

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.

- (1) Children under thirteen (13) years of age must be accompanied at all times by a parent or adult Patron over eighteen (18) years of age.

- (2) Dogs and all other pets (with the exception of service animals, as such term is defined by the Americans with Disabilities Act) shall not be permitted at the Amenity Facilities.
- (3) Vehicles must be parked in designated areas. Vehicles should not be parked on grass lawns or in any way which blocks the normal flow of traffic.
- (4) Fireworks of any kind are not permitted anywhere at or on the Amenity Facilities or adjacent areas.
- (5) The Board of Supervisors (as an entity), Amenity Manager and/or the District Manager shall have full authority to enforce these policies.
- (6) Smoking of any kind using any device is not permitted at any Amenity Facilities.
- (7) Glass and other breakable items are not permitted at any Amenity Facility.
- (8) Patrons and their Guests shall treat all staff members with courtesy and respect.
- (9) Off-road bikes/vehicles are prohibited on all property owned, maintained and operated by the District or on any of the Amenity Facilities.
- (10) The District will not offer childcare services to Patrons or Guests at any of the Amenity Facilities.
- (11) Skateboarding and rollerblading are not allowed on the Amenity Facilities property at any time. This includes, but is not limited to, the Amenity Facilities, athletic fields, playground area, and sidewalks surrounding these areas.
- (12) Events/performances at any Amenity Facility, including those by outside entertainers, must be approved in advance by the District Manager.
- (13) Unless permitted otherwise per these policies; alcoholic beverages are not permitted at any District owned facility or property at any time.
- (14) Commercial advertisements shall not be posted or circulated in the Amenity Facilities. Except as may otherwise be permitted by law, petitions, posters or promotional material shall not be originated, solicited, circulated or posted on Amenity Facilities property unless approved in writing by the District Manager.
- (15) The Amenity Facilities shall not be used for commercial purposes. The term "commercial purposes" shall mean those activities which involve, in any way, the provision of goods or services for compensation.
- (16) Firearms or any other weapons are not permitted in any of the Amenity Facilities.

- (17) The District 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.
- (18) 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.
- (19) All Patrons and Guest shall abide by and comply with any and all federal, state and local laws and ordinances while present at or utilizing the Amenity Facilities and shall ensure that any minor for whom they are responsible also complies with the same.
- (20) Portable grills of all kinds are prohibited at the Amenity Facilities.

### **AMENITY FACILITY OPERATIONS**

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

**Emergencies:** After contacting 911 if required, all emergencies and injuries must be reported to the office of the District Manager (phone number (904)436-6270).

***Please note that the Amenity Facilities are unattended facilities. Persons using the Amenity Facilities do so at their own risk. Additional staff members are not present to provide personal training, exercise consultation or athletic instruction, unless otherwise noted, to Patrons or Guests. Persons interested in using the Amenity Facilities are encouraged to consult with a physician prior to commencing a fitness program.***

### **LOSS OR DESTRUCTION OF PROPERTY OR INSTANCES OF PERSONAL INJURY**

- (1) Each Patron and each Guest, as a condition of using the Amenity Facilities, assumes 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, whether in lockers or elsewhere.
- (2) No person shall remove from the room in which it is placed or from any Amenity Facility, any property or furniture belonging to the District or its contractors without proper authorization from the District Manager or the Board. 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 caused by a Patron or the Patron's Guest or family member(s).

- (3) Any Patron, Guest 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 or its contractors, 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, contractors 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 Patron.
- (4) Should any party bound by these Policies bring suit against the District, the Board of Supervisors or staff, agents or employees of the District or any Amenity Facility operator or its officers, employees, representatives, contractors or agents in connection with any event operated organized, arranged or sponsored by the District or any other claim or matter in connection with any event operated organized, arranged or sponsored by the District, and fail to obtain judgment therein against the District or the Amenity Facilities' operators, officers, employees, representatives, contractors or agents, said party bringing suit shall be liable to the prevailing party (i.e. the District, etc.) for all costs and expenses incurred by it in the defense of such suit, including court costs and attorney's fees through all appellate proceedings.

**GENERAL SWIMMING POOL RULES**  
***NO LIFEGUARD ON DUTY -SWIM AT YOUR OWN RISK***

- (1) Children under fourteen (14) years of age must be accompanied at all times by a parent or adult Patron during usage of the pool facility.
- (2) No diving, jumping, pushing, running or other horseplay is allowed in the pool or on the pool deck area.
- (3) Hanging on the lane lines, interfering with the lap-swimming lane, and diving are prohibited.
- (4) Any music playing device and/or televisions are not permitted unless they are personal units equipped with headphones.
- (5) Swimming is permitted only during designated hours as posted at the pool, and such hours are subject to change at the discretion of the District Manager. Swimming after dusk is

prohibited by the Florida Department of Health. Patrons and Guests swim at their own risk and must adhere to swimming pool rules at all times.

- (6) Showers are required before entering the pool.
- (7) Alcohol and glass containers are prohibited.
- (8) Food is prohibited on the pool deck area.
- (9) Children under three (3) years of age, and those 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 swimming pool/deck area.
- (10) The Amenity Manager is authorized to direct the discontinued usage of play equipment, such as floats, rafts, snorkels, dive sticks, and flotation devices during times of peak or scheduled activity at the pool or if the equipment causes a safety concern.
- (11) Swimming pool hours will be posted. Pool availability may be limited or rotated in order to facilitate maintenance of the facility. Depending upon usage, the pool may be closed for various periods of time to facilitate maintenance and to maintain health code regulations.
- (12) Bicycles, skateboards, roller blades, scooters and golf carts are not permitted on the pool deck area or inside the Amenity Facilities.
- (13) The District Manager reserves the right to authorize all programs and activities (including the number of participants, equipment and supplies usage, etc.) conducted at the pool, including swim lessons and aquatic/recreational programs.
- (14) Any person swimming during non-posted swimming hours may be suspended from using the facility.
- (15) Proper swim attire, swimsuits or board shorts, shirts that are made of dry fit material must be worn in the pool. No street clothes, cut offs or gym shorts are permitted in the pool at any time.
- (16) No chewing gum is permitted in the pool or on the pool deck area.
- (17) For the comfort of others, the changing of diapers or clothes is not allowed poolside.
- (18) No one shall pollute the pool. Anyone who pollutes the pool is liable for any costs incurred in treating and reopening the pool.
- (19) Radio controlled watercraft are not allowed in the pool area.
- (20) Pool entrances must be kept clear at all times.
- (21) No swinging on ladders, fences or railings is allowed.
- (22) Pool furniture is not to be removed from the pool area.



- (23) Loud, profane or abusive language is absolutely prohibited.
- (24) No physical or verbal abuse will be tolerated.
- (25) Tobacco products are not allowed in the pool area.
- (26) Illegal drugs are not permitted.
- (27) The District is not responsible for lost or stolen items.
- (28) Chemicals used in the pool/spa may affect certain hair or fabric colors. The District is not responsible for these effects.
- (29) The pool and covered lanai area may not be rented at any time; however, access may be limited at certain times for various District functions, as approved by the Board.
- (30) Food, beverages, glass containers, and animals are prohibited in the pool.
- (31) Pets are generally prohibited. Individuals with a disability and service animal trainers may be accompanied by a service animal, as defined in Chapter 413.08, F.S., but the service animal is not allowed to enter the pool water or onto the drained area of an interactive water feature (IWF) in order to prevent a direct threat to the health of pool patrons.

### **SWIMMING POOL: FECES POLICY**

- (1) If contamination occurs, the pool will be closed for twelve (12) hours or more as necessary so that remedial measures may be taken to ensure safe swimming conditions in accordance with Department of Health rules.
- (2) Parents should take their children to the restroom before entering the pool.
- (3) Children under three (3) years of age, and those who are not reliably toilet trained, must wear rubber lined swim diapers and a swimsuit over the swim diaper.

### **GENERAL PURPOSE ATHLETIC FIELDS**

These fields are open to all Patrons for use from dawn to dusk, seven (7) days a week. These fields are not to be used for events other than athletic events, Board approved reservations or District sponsored events. Should you have any questions regarding this policy please contact the District Manager.

## **DISTRICT PLAYGROUND/TOT LOT POLICIES**

- (1) Children under the age of ten (10) must be accompanied by an adult Patron.
- (2) No roughhousing on the playground.
- (3) Persons using the playground must clean up all food, beverages and miscellaneous trash brought to the playground. Glass containers are prohibited.
- (4) The use of profanity or disruptive behavior is absolutely prohibited.
- (5) Patrons and Guests who use the playground do so at their own risk.
- (6) The playgrounds may not be reserved or rented by Patrons; however, they may be reserved by the District for District-sponsored events or functions.

## **PETS**

Dogs and all other pets (with the exception of service animals, as such term is defined by the Americans with Disabilities Act) shall not be permitted at the Amenity Facilities. Dogs and all other pets (with the exception of service animals, as such term is defined by the Americans with Disabilities Act) must be kept on a leash at all times on property that is owned by the District other than the Amenity Facilities, including, but not limited to the stormwater pond banks.

## **FITNESS CENTER POLICIES**

***Eligible Users:*** Patrons and Guests sixteen (16) years of age and older are permitted to use the District fitness training room during designated operating hours. No children under the age of sixteen (16) are allowed in the District fitness training room at any time, unless such child is fourteen (14) or fifteen (15) has their parent/guardian approval and satisfies the following steps: Children complete a fitness orientation with the Amenity Manager and an executed liability release is provided signed by the parent/guardian

***Food and Beverage:*** Food (including chewing gum) is not permitted within the District fitness training room. Beverages, however, are permitted in the District fitness training room if contained in non-breakable containers with screw top or sealed lids. Alcoholic beverages are not permitted. Smoking is not permitted in the fitness training room.

**Please note the Fitness Center is an unattended facility, persons using the facility do so at their own risk.**

- (1) Appropriate attire and footwear (covering the entire foot) must be worn at all times in the District fitness training room. Appropriate attire includes t-shirts, tank tops, shorts, leotards, and/or sweat suits (no swimsuits).

- (2) Each individual is responsible for wiping off fitness equipment after use.
- (3) Use of personal trainers is permitted in the District fitness training room per approval of the District Manager.
- (4) Hand chalk is not permitted to be used in the District fitness training room.
- (5) Any music playing device are not permitted unless they are personal units equipped with headphones.
- (6) No bags, gear or jackets are permitted on the floor of the District fitness training room or on the fitness equipment.
- (7) Weights or other fitness equipment may not be removed from the District fitness centers.
- (8) Please limit use of cardiovascular equipment to thirty (30) minutes and step aside between multiple sets on weight equipment if other persons are waiting.
- (9) Please be respectful of others. Allow other Patrons and Guests to also use equipment, especially the cardiovascular equipment.
- (10) Please replace weights to their proper location after use.
- (11) Free weights are not to be dropped and should be placed only on the floor or on equipment made specifically for storage of the weights.

### **PICKLE BALL COURT**

All Patrons and guests using the Pickle Ball Court are expected to conduct themselves in a responsible, courteous and safe manner in compliance with all policies and rules of the Entrada Community Development District governing the amenity facilities. Disregard or violation of the District's policies and rules and misuse or destruction of Pickle Ball Court equipment may result in the suspension or termination of Pickle Ball Court privileges. Guests may use the Pickle Ball Court if accompanied by an adult Patron.

**Please note that the Pickle Ball Court is an unattended facility and persons using the facility do so at their own risk. Persons interested in using the Pickle Ball Court are encouraged to consult with a physician prior to using the facility.**

#### **Policies:**

- (1) Proper pickle ball etiquette shall be adhered to at all times. The use of profanity or disruptive behavior is prohibited.
- (2) Persons using the pickle ball court must supply their own equipment (rackets, balls, etc.).

- (3) The pickle ball court is for the play of tennis only. Pets, roller blades, bikes, skates, skateboards, and scooters are prohibited from the tennis facility.
- (4) Beverages are permitted at the pickle ball court if contained **in** non-breakable containers with screw top or sealed lids. No glass containers are permitted on the pickle ball courts. Alcoholic beverages are not permitted on courts.
- (5) No chairs other than those provided by the District are permitted on the pickle ball courts.
- (6) Lights at the pickle ball must be turned off after use.

### **AMENITY ROOM RENTAL POLICIES**

Residents and Non-Resident Users may reserve the Amenity Room through the Amenity Manager's office for various meetings, classes, events, etc. for a maximum of five (5) hours per event. The five (5) hour limitation can only be exceeded upon specific authorization from the Board. Patrons may not reserve the Amenity Room more than four (4) times in any twelve (12) month period. The maximum number of persons attending any event shall not exceed fifty (50) persons for the Amenity Room. Reservations of the Amenity Room are on a first come, first serve basis and is subject to approval by the Amenity Manager. Upon application for use of the Amenity Room, the Amenity Manager will determine if a paid attendant will be necessary. If an attendant is necessary, the party requesting the Amenity Room will be required to pay the costs associated with the attendant. The Amenity Room will not be available for rental on the following days:

January 1 <sup>st</sup>	Thanksgiving Day
Easter Sunday	December 24 <sup>th</sup>
Memorial Day	December 25 <sup>th</sup>
July 4 <sup>th</sup>	December 31 <sup>st</sup>
Labor Day	

The Amenity Room is not available for rentals during Memorial Day Weekend, Labor Day Weekend or any other weekend on which a federal holiday falls on either a Monday or Friday with the exception of Martin Luther King Day, Washington's Birthday, Columbus Day and Veterans Day.

The pool and pool area, including the surrounding decks and furniture, is not available for reservation and shall remain open to all Patrons and their guests during normal operating hours.

A refundable deposit in the amount established by District rule is required and will be returned after the function is complete provided there is no evidence of damage to the facility. In the event the Patron wishes to cancel the reservation once the reservation has been approved and confirmed by the Amenity Manager, such cancellation must occur at least one (1) week prior to the date of reservation. Any cancellation within one (1) week of the date of such reservation will forfeit its refundable deposit.

A cleanup fee in the amount established by District rule is required for all functions. The Amenity Manager should be contacted to make proper arrangements regarding the reservation of the Amenity Room and to obtain the amounts of the deposit and cleanup fee.

No open burning or campfires are allowed at the Amenities.

Below are the **policies and guidelines** set forth and agreed upon by the Board and District Manager regarding events in the Amenity Room:

- (1) Applicant must be a Patron who will be responsible for ensuring that their Guests adhere to the policies set forth herein.
- (2) All applicants will be required to fill out and sign the District Facility Use Application Agreement per the District Manager's office.
- (3) Additional Event Liability Insurance coverage in the amount of One Million Dollars (\$1,000,000) will be required for all events that are approved to serve alcoholic beverages. This policy regarding insurance coverage also pertains to certain events the District determines should require additional Event Liability coverage on a case by case basis (to be reviewed by the District Manager or the Board of Supervisors). The District shall be named as an additional insured party on any such policies, and a certificate of insurance illustrating the appropriate coverage amount and parties is to be provided to the District Manager prior to the event.
- (4) Patrons are not allowed to bring or use grills or smokers at the Amenity Facilities.

#### **Schedule of Fees/Deposits:**

- (1) A non-refundable room rental fee for the Amenity Room will be charged as is identified in **Exhibit A** attached hereto. A final guarantee (number) of Guests is to be conveyed to the Amenity Manager no later than five (5) days before the date of the scheduled event. In absence of a final guarantee, the number indicated on the original agreement will be considered correct. A check shall be made out to the "Entrada Community Development District" and submitted to the Amenity Manager's Office.
- (2) A refundable security deposit of \$250.00 shall be charged to the persons making the reservation and shall be submitted to the Amenity Manager's Office in the form of a separate check (which shall be made payable to the "Entrada Community Development District"). To receive a full refund of the deposit, the following must be completed:
  1. Ensure that all garbage is removed and placed in the dumpster.
  2. Remove all displays, favors or remnants of the event. (No adhesives permitted on walls or windows)
  3. Wipe off and restore the furniture and other items to their original position.

4. Wipe off counters, table tops and sink area.
5. Ensure that no damage has occurred to the Amenity Room and its surrounding property and facilities if used by Patron and their guests.

If additional cleaning is required, the Patron reserving the room will be liable for any expenses incurred by the District to hire an outside cleaning contractor. In light of the foregoing, Patrons may opt to pay for the actual cost of cleaning by a professional cleaning service hired by the District. The District Manager shall determine the amount of deposit to be returned, if any.

**Indemnification** – Each organization, group or individual reserving the use of the Amenity Room (or any part thereof) agrees to indemnify and hold harmless the District, its officers, agents, contractors and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity, for injuries, death, property damage of any nature, arising out of or in connection with, whether whole or in part, the renter's use of the District lands, premises and/or Amenity Facilities, including litigation or any appellate proceeding with respect thereto. Nothing herein shall constitute or be construed as a waiver of the District's sovereign immunity granted pursuant to Section 768.38, Florida Statutes.

### **FISHING AND LAKE POLICY**

Patrons and Guests thirteen (13) years of age and older may fish in the lakes/retention ponds within the District. No children under the age of thirteen (13) are allowed on the pond banks within the District at any time, unless accompanied by an adult. Patrons and Guests fishing in these bodies of water shall remove and properly dispose of all garbage, fishing line, hooks and all other materials/supplies. The District request that everyone respect your fellow neighbor/property owner and access the lakes/retention ponds through the proper access points. No watercraft except authorized maintenance vehicles are allowed in the lake/retention ponds. Any violation of this policy will be reported to the local authorities.

The District has a catch and release policy for all fish and any other aquatic wildlife caught in the lakes/retention ponds, requiring that any fish or other aquatic wildlife caught immediately be returned to the District's lake/retention ponds from where it was caught. The purpose of the lakes/retention ponds is to help facilitate the District's natural water system for run off and overflow. Anyone who violates this provision does so at their own risk.

Swimming is prohibited in all of the lakes/retention ponds. Please use the pool at the Amenity Facilities for swimming activities.

## **RULES RELATING TO SUSPENSION AND TERMINATION OF PRIVILEGES**

### **Relating to the Health, Safety and Welfare of the Patrons and Damage to Amenity Facilities:**

Notwithstanding anything contained herein, the Amenity Manager may, at any time, restrict or suspend any Patron's or Guest's privileges to use any or all of the Amenity Facilities when such action is necessary to protect the health, safety and welfare of other Patrons and their Guests or to protect the Amenity Facilities from damage. Such restriction or suspension shall be for a maximum period of thirty (30) days or until the date of the next Board of Supervisors meeting, whichever occurs first. Such infraction and suspension shall be documented by the District Manager. The Board of Supervisors shall be notified to review this action at the next Board of Supervisors meeting.

### **Relating to District Policies and Fees for All Amenity Facilities:**

A Patron's or Guest's privileges at any or all Amenity Facilities may be subject to various lengths of suspension or termination for up to one (1) calendar year by the Board of Supervisors, and a Patron or Guest may also be required to pay restitution for any property damage, if a he or she:

- (1) Fails to abide by the District Policies and Fees for All Amenity Facilities established and approved by the Board of Supervisors.
- (2) Submits false information on facility applications.
- (3) Permits unauthorized use of an Access Card.
- (4) Exhibits unsatisfactory behavior, deportment or appearance.
- (5) Fails to pay fees owed to the District in a proper and timely manner.
- (6) Treats District supervisors, staff, facility management, contractors or other representatives or other Patrons in an unreasonable or abusive manner.
- (7) Engages in conduct that is improper or likely to endanger the health, welfare, safety, harmony or reputation of the District or its supervisors, staff, facility management, contractors, other representatives or other Patrons.
- (8) Damages or destroys District property.

### **District Suspension and Termination Process:**

In response to any violation of the rules, regulations, policies and procedures specified herein, including, but not limited to, those set forth in the preceding paragraph, the District shall follow the process outlined below with regard to suspension or termination of a Patron's or Guest's privileges:

**Reporting of Violations:**

For all offenses outlined above, the District Manager or Amenity Manager, shall create a written report of the incident, which report shall be signed by the offending Patron and the District Manager or Amenity Manager, as the case may be, and kept on file by the District. If the offending Patron refuses to sign the incident report, it shall be kept on file by the District with a notation to that effect by the District Manager or Amenity Manager, as the case may be.

**Progression of Violations:**

- A. First Offense -Written warning by staff of continued policy violations signed by the Patron/Guest and kept on file at the District Manager's Office.
- B. Second Offense - Automatic suspension of all Amenity Facilities privileges for one (1) week; a written report will be created, signed by the Patron/ Guest and kept on file at the District Manager's Office.
- C. Third Offense - Automatic suspension from all Amenity Facilities for up to thirty (30) days or until the date of the next Board of Supervisors Meeting whichever occurs first. At this time a complete record of all pervious documented offenses within the previous twelve (12) months will be presented to the Board for recommendation of suspension beyond thirty (30) days or possible termination of the Patron's privileges for up to one (1) calendar year from the Board' s approval of termination of privileges.

Furthermore, any incidence where law enforcement is required to intervene will result in automatic suspension from all Amenity Facilities for up to thirty (30) days.

Patrons whose privileges have been suspended or revoked may have the determination reviewed by the District ' s Board of Supervisors pursuant to the District' s Rules of Procedure.

Any request for a hearing by the District's Board of Supervisors shall act to hold any such Suspension.

**Trespass:**

If a Patron subject to a suspension or termination is found on the Amenity Facilities premises, such Patron will be subject to arrest for trespassing.



**EXHIBIT A**  
**AMENITY FEES**

Non-Resident Annual User Fee	\$4,000.00
Access Card Replacement Fee	\$25.00
Amenity Room Rental Fee (Up to 50 Guests)	\$250.00
Security Deposit for Amenity Room Rental	\$250.00