

**PARKLAND PRESERVE
COMMUNITY DEVELOPMENT DISTRICT**

AMENITY FACILITY POLICIES

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Part I. Amenity Facility Rates

In accordance with Chapter 190 of the Florida Statutes, on _____, 2020 at a duly noticed public meeting and after a duly noticed public hearing, the Board of Supervisors of the Parkland Preserve Community Development District adopted the following policy to govern rates for the District's Amenities.

A. INTRODUCTION

This policy addresses various rates, fees, and charges associated with the Amenities.

B. DEFINITIONS

All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Amenity Facility Policies of Parkland Preserve Community Development District, as amended from time to time.

C. ANNUAL USER FEE

For Non-Resident Patrons, the annual Non-Resident User Fee is equal to the average annual operation and maintenance assessment and debt assessment as established by the District in connection with the adoption of the District's annual fiscal year budgets. For Residents, the Annual User Fee is paid when the Resident makes payment for the Resident's annual operation and maintenance assessment, and debt service assessment, for the property owned by the Resident.

D. RESERVATION RATES FOR OPEN AIR AMENITY CENTER

Any Patron wishing to have the exclusive use of any area within the amenity center must pay the appropriate fee and submit a security deposit in the amounts set forth in Table 1 below.

Table 1 - Reservation Rates for Amenity Center Areas¹

Area	Rental Fee	Deposit
Multi-Purpose Field	None	None
---Covered Patio at Pool	\$25.00 / hour	\$100.00
Amenity Room Rental	\$25.00/hour	\$100.00

E. ACTIVITY AND PROGRAM RATES

Activity program prices charged on an activity-by-activity basis.

F. MISCELLANEOUS FEES

Miscellaneous fees are set forth in Table 2 below.

Table 2 - Miscellaneous fees

Item	Fee
If applicable, Access Cards/Keys (two per Patron)	Free
Access Pin/Passcode (one per household)	Free
If applicable, Additional Access Card/Keys (for additional cards/keys)	\$25.00 per access card/keys
If applicable, Replacement of Damaged, Lost, or Stolen Access Card or Key	\$25.00 per access card/keys
Guests Staying on Property Fee for Amenity Center and Pool	Free
Guests <u>not</u> Staying on Property Fee for Amenity Center and Pool	\$10.00 per day per person
Insufficient Funds Fee (for submitting an insufficient funds check)	\$30.00

¹ Note: Must be a Resident of Parkland Preserve or a Non-Resident User that has met all Non-Resident User requirements and are current with the Non-Resident User Fee.

G. SPECIAL PROVISIONS

1. After-Hours Events

All rental fees are increased by \$25 for each hour past normal operating hours.

2. Homeowner's Association and Master Developer Meetings

Unless otherwise provided in the District's official policies, as may be amended from time to time, each homeowner's association located within the boundaries of the District is permitted one free meeting per month, subject to availability. Any events hosted by the Master Developer are permitted for free, subject to availability.

3. Additional Costs

The District may in its sole discretion require additional staffing, insurance, cleaning, or other service for any given event, and, if so, may charge an additional fee for the event equal to the cost of such staffing, insurance, cleaning, or service.

H. ADJUSTMENT OF RATES

Not more than once per year, the Board may adjust by resolution adopted at a duly noticed public meeting any of the fees set forth in paragraphs 4, 5, and 6 to reflect actual costs of operation of the Amenity Facilities, to promote use of the Amenity Facilities, or for any other purpose as determined by the Board to be in the best interests of the District. The Board may also in its discretion authorize discounts for certain services.

I. PRIOR AMENITY POLICIES

The District's Amenity Facility Policies, as may be amended from time to time, govern all use of the Amenity Facilities.

J. SEVERABILITY

The invalidity or unenforceability of any one or more provisions of this policy shall not affect the validity or enforceability of the remaining portions of this policy, or any part of this policy not held to be invalid or unenforceable.

Law Implemented: ss. 190.011, 190.035, Fla. Stat. (2013)

Part II. Amenity Facility Policies

In accordance with Chapter 190 of the Florida Statutes, and on October 26, 2020 at a duly noticed public meeting, the Board of Supervisors of the Parkland Preserve Community Development District adopted the following policies to govern the operation of the District's Amenities. All prior policies of the District are hereby rescinded.

A. DEFINITIONS

The following definitions shall apply to these policies in their entirety:

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

"Access Pin" or "Passcode" – shall mean the 4-digit amenities access code issued to each household.

"Amenity Facility" or "Amenity Facilities" – shall mean the properties and areas owned by the District and intended for recreational use and may include, but not specifically be limited to, the District's amenity center, swimming pool, multi-purpose field, sport courts, playground, picnic area, and walking trails, together with their appurtenant areas, facilities, equipment, and any other appurtenances.

"Amenity Facility Policies" or "Policies" – shall mean all policies of the District relative to the Amenities, as amended from time to time.

"Amenity Manager" – shall mean the management company, including its employees, staff and agents, contracted by the District to manage the Amenities.

"Board of Supervisors" or "Board" – shall mean the Board of Supervisors of the District.

"District" – shall mean the Parkland Preserve Community Development District.

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

"Family" – shall mean a group of individuals living under one roof or head of household. This can consist of individuals who have not yet attained the age of eighteen, together

with their parents or legal guardians. This does not include visiting relatives, or extended family not residing in the home.

“Guest” – shall mean any person or persons, other than a Patron, who are expressly authorized by the District to use the Amenity Facilities, or invited and accompanied for the day by a Resident Patron or Non-Resident Patron to use the Amenity Facilities.

“Non-Resident” – shall mean any person that does not own property within the District.

“Non-Resident User Fee” – shall mean the base fee established by the District for the non-exclusive right to use the Amenity Facilities. The amount of the annual Non-Resident User Fee is set forth in the District’s Amenity Facility Policy and included in the CDD’s O&M expenses charged to each property owner.

“Patron” or “Patrons” shall mean Resident Patrons, Non-Resident Patrons, and Guests.

“Person” – shall mean an individual, or legal entity recognized under Florida law.

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

“Resident” – shall mean any person or Family owning property within the District.

“Resident Patron” – shall mean Residents and Renters.

B. AUTHORIZED USERS

1. Generally

Only Patrons and Guests, as set forth herein, have the right to use the Amenity Facilities.

C. RENTER’S PRIVILEGES

Residents who rent or lease residential unit(s) in the District shall have the right to designate the Renter of the residential unit(s) as the co-beneficial users of the Resident’s privileges to use the Amenity Facilities. However, the member/tenant must be present at all times during the event.

- a. A Renter who is designated as the co-beneficial user of the Resident's rights to use the Amenity Facilities shall be entitled to the same rights and privileges to use the Amenity Facilities as the Resident.
- b. 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 department of their respective Renter.
- c. Renters shall be subject to all rules and policies as the Board may adopt from time to time.

1. Guests

Except as otherwise provided for herein, each Resident Patron or Non-Resident Patron who is at least nineteen years of age may bring a maximum of five guests to the Amenity Facilities, provided however that Guests must be accompanied by the Resident Patron when using the Amenity Facilities and provided however that the Resident Patron will be responsible for any harm caused by the Resident Patron's Guest while using the Amenity Facilities. For clarification purposes, the preceding sentence shall be construed to place a five Guest limitation on the total number of Guests that a Patron may bring on behalf of that Patron's particular residence or household – e.g., a Resident Patron Family consisting of four people cannot bring up to five Guests each for a total of twenty Guests, but instead can only bring a total of five Guests on behalf of the entire household. The District may also in its discretion invite Guests as part of any community programming activities. Applicable fees may apply. Guests shall be subject to all rules and policies as the Board may adopt from time to time.

2. Registration / Disclaimer

In order to use the Amenity Facilities, each Patron, all members of a Patron's Family, and all Guests shall register with the District by executing a Registration Form, a copy of which is attached hereto as **Attachment A**, and by executing the Consent and Waiver Agreement, a copy of which is attached hereto as **Attachment B**.

All persons using the Amenity Facilities do so at their own risk and agree to abide by the policies for the use of the Amenity Facilities. As set forth more fully later herein, the District shall assume no responsibility and shall not be liable for any accidents, personal injury, or damage to, or loss of property arising from the use of the Amenity Facilities or from the acts, omissions, or negligence of other persons using the Amenity Facilities. Patrons are responsible for their actions and those of their Guests.

D. ACCESS CARDS OR KEYS

1. Use of Access Cards, Keys, or Passcodes

Patrons in Parkland Preserve are assigned a 4-didget passcode and can use their Access code to gain access to the Amenity Facilities. Upon arrival at the amenity center, Patrons will enter their access code or in the pin code reader located outside of the main entrance doors in order to unlock the doors. Under no circumstance should a Patron provide an accessor access code to another person to allow him or her to use the Amenity Facilities. If at any time a key fob or jey card system is enacted, cards or fobs would be used at the card reader.

2. Issuance of Access Cards, Keys, or Passcodes

Each Patron will be given a household Passcode upon completion of registration with the District. For Families, each Patron may obtain additional passcodes for any member of a Patron's Family who is an adult over the age of nineteen (19) years of age and eligible to use the Amenity Facilities, with a maximum of (4) passcodes per household, and subject to payment of any applicable fees.

3. Non-Transferrable

Access codes are non-transferable except in accordance with the District's rules and policies.

4. Lost or Stolen Cards, Keys, or Passcodes

All lost passcodes need to be reported immediately to the District. If applicable, fees may apply to replace any lost or stolen cards or keys.

E. FACILITY RENTAL POLICIES

The following policies apply to the rental of the Amenity Facilities:

1. Patrons Only

Unless otherwise directed by the District, only Patrons may reserve the portions of the Amenity Facilities for parties and events. Please contact the Amenity Manager in order to determine availability of the Amenity Facilities for any particular reservation.

2. Rental of Amenity Facilities:

The following Amenity Facilities are available for rental:

- a. Amenity center;
- b. Outdoor covered patio areas by the pool.

3. Payment & Registration

At the time the reservation is made, two checks or money orders (no cash), one for the deposit and one for the room rental, both made out to the District must be delivered to the Amenity Manager along with completed paperwork and insurances, if necessary. Each Patron renting the Amenities must sign and execute a Rental Agreement acceptable to the District at least three weeks prior to the event date. Regardless of whether the Rental Agreement is executed, the Patron is bound by the Rental Agreement, which is incorporated herein by this reference.

4. Rates and Deposits

The rental rates and deposits for use of the Amenity Facilities are as set forth in the District's Amenity Facilities Policy. To receive the full refund of the deposit within 10 days after the party, the renter must:

- a. Remove all garbage, place in dumpster, and replace garbage liners;
- b. Take down all decorations or event displays; and otherwise clean the rented Amenity Facilities and restore them to their pre-rented condition, and to the satisfaction of the District.

The District may retain all or part of any deposit if the District determines, in its sole discretion, that it is necessary to repair any damages (including any clean-up costs) arising from the rental.

5. Computation of Rental Time

The rental time period is inclusive of set-up and clean-up time.

6. Duration of Events

Unless otherwise authorized by the District, each rental shall be for a minimum of two hours but no more than four hours, unless previously authorized by the District. If the event lasts longer than four hours the deposit is forfeited, unless previously authorized by the District.

7. Available Hours

The Amenity Facilities may be rented for parties and events during normal operating hours. All events inside the amenity center must conclude and be cleaned up by 11pm.

8. Capacity

The amenity center capacity limit shall not be exceeded at any time for a party or event.

9. Noise

The volume of live or recorded music must not violate applicable St. John's County

noise ordinances, or unreasonably interfere with residents' enjoyment of their homes.

10. Insurance

Additional liability insurance coverage may be required for all events that are approved to serve alcoholic beverages, or for other events that the District determines in its sole discretion should require additional liability insurance. The District and its supervisors, staff, and contractors are to be named on these policies as an additional insured party.

11. Cancellation

If the renter wishes to cancel a reservation, the cancellation must be communicated to the Amenity Manager in writing no later than thirty days prior to the scheduled event to receive 100% of the rental fee and deposit. If the event is cancelled less than 1 week prior to the event only the 100% of the security deposit will be returned.

F. COMMUNITY PROGRAMMING

1. Resources

The District may offer from time to time a variety of programs and activities designed to meet the needs and enjoyment of community members of all ages, interests, and skill levels. If a program or activity is offered, its format will be structured to most effectively provide participants with a positive recreational experience of the highest caliber. Information for any upcoming program or activity will be provided to the Patrons via a community bulletin board, District website, or homeowner's association community website.

2. Patrons and Guests Only

Unless otherwise directed by the District, programs will be open to Patrons and their Guests only, subject to payment of any applicable fees. Patrons may register Guests for programs; however, in order to provide Patrons with priority registration, Guests may be assessed a surcharge and will only be able to register for programs if space permits.

3. Registration

Most programs will require advanced registration or an RSVP to allow the staff to plan effectively. To avoid the unnecessary cancellation of a program, register by the posted deadline. Late registrations may be accepted on a case-by-case basis. Due to the nature of some programs and the availability of space, late registration may not always be feasible. Some programs will have maximum registration limitations. In the event a program is full, a waiting list will be created.

4. Programs and Activities

All programs and services including personal training, group exercise, instructional programs, competitive events, and other programs must be conducted as directed by the Board. A schedule of activities for the Amenity Facilities will be posted in each area and updated.

5. Cancellation by the District

The District will notify Patrons if there is a need to change or cancel a program. If a program is cancelled by the District, Patrons will be issued a refund or credit on their account.

6. Refunds

Program refunds and credit may be granted on a case-by-case basis. Refunds and credits after the program registration deadline, "no shows", or after a program begins may not be approved.

G. GENERAL PROVISIONS

All Patrons and Guests using the Amenities are expected to conduct themselves in a responsible, courteous, and safe manner, in compliance with all rules and policies of the District.

1. Emergencies

After contacting 911 if required, all emergencies and injuries must be reported to the office of the District Manager at 321-263-0132

2. Hours of Operation

All hours of operation of the Amenities will be established and published by the District. The amenity center will be open year-round. The District may restrict access or close some or all of the Amenities for purposes of providing a community activity, for making improvements, for conducting maintenance, or other purposes. Any programs or activities of the District may have priority over other users of the Amenity Facilities.

3. Additional Guidelines

Except as otherwise stated herein, the following additional guidelines govern the use of the Amenity Facilities generally:

- a. *Registration and Access Passcode.*** All Patrons must register before getting access to the amenity center and use their assigned key pad code upon entering the amenity center. Cards and codes are only to be used by the Patron to whom they are issued.
- b. *Guests.*** Guests must be accompanied by a Patron while using the Amenity

Facilities.

- c. **Minors.** Except as otherwise stated herein, children under eighteen (18) years of age must be accompanied by an adult aged eighteen (18) or older.
- d. **Attire.** With the exception of the pool and wet areas where bathing suits are permitted, Patrons and Guests must be properly attired with shirts and shoes to use the Amenity Facilities. Bathing suits and wet feet are not allowed indoors with the exception of the restroom areas.
- e. **Food and Drink.** Food and drink will be limited to designated areas only.
- f. **Alcohol.** Alcoholic beverages shall not be served or sold, nor permitted to be consumed on the premises of the Amenity Facilities, except at pre-approved special events. Patrons will be required to hire a licensed and insured vendor of alcoholic beverages, and they must provide proof of this to the Amenity Manager prior to the event. Anyone that appears to be under the influence of drugs or alcohol will be asked to leave the Amenity Facilities.
- g. **No Smoking.** Smoking is not permitted inside any building, or enclosed or fenced area, including but not limited to the amenity center, swimming pool or swimming pool deck area, or playground. All waste must be disposed of in the appropriate receptacles.
- h. **Pets.** With the exception of service animals, pets are not permitted in the amenity center or pool area. Home Owners and their guests' dogs are permitted in the dog park. Where service animals are permitted on the grounds, they must be leashed. Patrons are responsible for picking up after all pets as a courtesy to others and in accordance with the law.
- i. **Vehicles.** 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. Golf carts, off-road bikes/vehicles (including ATV's), and motorized scooters are prohibited on all property owned, maintained, and operated by the District or at any of the Amenity Facilities within the District unless they are owned by the District.
- j. **Skateboards, Etc.** Bicycles, skateboards, rollerblades and other similar use is limited to designated outdoor areas only.
- k. **Fireworks.** Fireworks of any kind are not permitted anywhere on the Amenity Facilities or adjacent areas.
- l. **Service Areas.** Only District employees and staff are allowed in the service areas of the Amenity Facilities.
- m. **Courtesy.** Patrons and their Guests shall treat all staff members and other Patrons and Guests with courtesy and respect.
- n. **Profanity.** Loud, profane, or abusive language is prohibited.

- o. **Horseplay.** Disorderly conduct and horseplay are prohibited.
- p. **Equipment.** All equipment and supplies provided for use of the Amenity Facilities must be returned in good condition after use. Patrons are encouraged to let the staff know if an area of the Amenity Facilities or a piece of equipment is in need of cleaning or maintenance.
- q. **Littering.** Patrons are responsible for cleaning up after themselves and helping to keep the Amenity Facilities clean at all times.
- r. **Solicitation and Advertising.** 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 District.
- s. **Trespassing / Loitering.** There is no trespassing or loitering allowed at the Amenities. Any individual violating this policy may be reported to the local authorities.
- t. **Compliance with Laws.** All Patrons and Guests shall abide by and comply with any and all federal, state and local laws and ordinances, as well as any District rules and policies, while present at or utilizing the Amenity Facilities, and shall ensure that any minor for whom they are responsible also complies with the same.
- u. **Surveillance.** Various areas of all Amenity Facilities may be under twenty-four (24) hour video surveillance.
- v. **Bounce Houses.** Bounce houses and similar apparatus are permitted only outdoors and at the discretion of, and in areas designated by, the District. Proof of liability insurance acceptable to the District shall also be required. Bounce houses with water features are prohibited.
- w. **Cellular Phones.** To prevent disturbance to others, use of cellular telephones is limited while in the amenity center. Patrons and guests are asked to keep their ringers turned off or on vibrate while in the amenity center.
- x. **Lost Property.** The District is not responsible for lost or stolen items. Staff members are not permitted to hold valuables or bags for Patrons or Guests. All found items should be turned in to the Amenity Manager for storage in the lost and found. Items will be stored in the lost and found for up to one month.
- y. Children under the age of 19 must be supervised by an adult (over 19 years of age) when anywhere on the Amenity Center grounds. Anyone under the age of 19 must be accompanied by Parent or Legal Guardian when in the exercise room.

4. Pool Area

The following policies apply to the District's pool:

- a. **Swim at Your Own Risk.** The pool areas are not supervised during operating hours.
- b. **Operating Hours.** The pool is open from dawn to dusk. No one is permitted in the pool at any other time unless a specific event is scheduled.
- c. **Supervision of Children.** Children 18 years and younger must be accompanied by an adult at least 19 years of age at all times for usage of the pool.
- d. **Skateboards, Etc.** No bicycles, scooters, roller skates, roller blades, or skate boards are permitted on the pool deck.
- e. **Food and Drink.** Alcoholic beverages are not permitted. Food is not permitted, except for special events, reservation events, and at the tables near the amenity center. Glass containers or breakable objects of any kind are not permitted in the pool area or restrooms. Notwithstanding any of the foregoing, no food or beverages are ever permitted in the pool or on the pool wet deck area, and instead when permitted, food and beverages must be kept only in designated areas.
- f. **Horseplay.** No jumping, pushing, running, or other horseplay is allowed in the pool or on the pool deck area.
- g. **Diving.** Diving is strictly prohibited at the pool.
- h. **Noise.** Except at approved events, radios, tape players, CD players, MP3 players, televisions, and the like are not permitted unless they are personal units equipped with headphones.
- i. **Aquatic Toys and Recreational Equipment.** Aquatic toys and equipment are not permitted in the pool. Prohibited items include, but are not limited to, rafts, kickboards, inner tubes, scuba gear, snorkels, dive sticks, swim fins, balls, frisbees, inflatable objects, or other similar water play items. Exceptions are Coast Guard approved personal floatation devices, kickboards for lap swimming/swim classes, masks, goggles, water wings, and water toys for organized special events. Amenities staff has the final say regarding the use of any and all recreational floatation devices, and the District reserves the right to discontinue usage of such play equipment during times of peak or scheduled activity at the pool, or if the equipment provides a safety concern.
- j. **Entrances.** Pool entrances must be kept clear at all times.
- k. **Railings.** No swinging on ladders, fences, or railings is allowed.
- l. **Pool Furniture.** Pool furniture is not to be removed from the pool area and returned after use.

- m. **Chemicals.** Chemicals used in the pool may affect certain hair or fabric colors. The District is not responsible for these effects.
- n. **Pets.** Pets, with the exception of service animals, are not permitted on the pool deck area inside the pool gates at any time.
- o. **Attire.** Appropriate swimming attire (swimsuits) must be worn at all times.
- p. **Prevention of Disease.** All swimmers must shower before initially entering the pool. Persons with open cuts, wounds, sores or blisters may not use the pool. No person should use the pool with or suspected of having a communicable disease which could be transmitted through the use of the pool.
- q. **Swim Diapers.** Parents/grandparents should take their children to the restroom before entering the pool. 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. If contamination occurs, the pool will be closed for twenty-four (24) hours and the water will be shocked with chlorine to kill the bacteria. Any individual responsible for contamination of the pool may be held responsible for any clean-up or decontamination expenses incurred by the District.
- r. **Pollution.** No one shall pollute the pool. Anyone who does pollute the pool is liable for any costs incurred in treating and reopening the pool.
- s. **Reservation of Tables or Chairs.** Tables or chairs on the deck area may not be reserved by placing towels or personal belongings on them.
- t. **Pool Closure.** The pool may close due to weather warnings, fecal accidents, chemical balancing, or general maintenance and repairs.
- u. **Weather.** 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 upon hearing thunder or sighting lightning, or when instructed to do so by the staff.
- v. **Swim Instruction.** Swim instruction for fees, or solicitation of swim instruction for fees, is prohibited.
- w. **All guests under the age of 19 are permitted to use the pool only between the hours of 2:00 p.m. – 6:00 p.m. Monday through Friday; Saturday and Sunday with adult (over 19 years of age) supervision. All other pool hours are to be adult only (over 19 years of age).**

5. Event Lawn, Patio, Picnic Areas, and Outdoor Areas

The following policies apply to the event lawn, patio, and other outdoor areas:

- a. **First Come Basis.** The pool side cabanas are available for use by Patrons and Guests only on a first come first serve basis. The event lawn and patio areas may only be reserved for a program or event approved by the District.
- b. **Vehicles.** No bicycles, scooters, skateboards, or other equipment or vehicles with wheels are permitted.
- c. **Chalking.** Chalking or marking the outdoor areas must be approved in advance and proper marking materials must be used.
- d. **Pets.** Pets must be kept on leash and Patrons must pick up and dispose of pet waste in appropriate receptacles.
- e. **Equipment.** Patrons and Guests are responsible for bringing their own equipment. The staff may have some equipment available for sign out on a first come first serve basis.
- f. **Noise.** Amplified sound systems and DJs are prohibited unless it is an approved program, event, or rental.
- g. **Clean-Up.** Patrons and Guests must clean up after themselves and dispose of trash in the appropriate receptacles.

6. Lake or Pond Areas

The lakes and ponds throughout the community are not designed for swimming or boating, but may be used by Patrons and Guests for fishing as set forth herein. We ask that you respect your fellow landowners and access the ponds through the proper access points and not trespass upon a resident's property. The District has a catch and release policy for all fish caught in the ponds. The ponds are not intended for anything but catch and release, as they are mostly retention ponds and man-made lakes. The purpose of the ponds is to help facilitate the District's natural water system for run off and overflow. The ponds are not to State code for keeping your catch, so please protect yourself and the fish population and return them to the water.

The following additional guidelines apply:

- a. Please be respectful of the privacy of the residents living near the ponds.
- b. Parking along the county right of way or on any grassed area near the ponds is prohibited. It is recommended that residents wishing to fish, walk or ride bicycles to the ponds.
- c. Do not leave fishing poles, lines, equipment, or bait unattended. Do not leave any litter. Fishing line is hazardous to wildlife.
- d. Do not feed the wildlife anything, ever.
- e. Fish caught from the lakes may not be edible since the lakes are designed to detain pollutants. Catch and release is required.
- f. Swimming is prohibited in all ponds on District property.

- g. No watercrafts of any kind are allowed in any of the ponds on District property.
- h. Licensing requirements from other governmental agencies may apply. Check the regulations.

7. Sport courts and Dog Park

The community provides areas for Patrons and Guests to enjoy with their children. The following guidelines apply:

- a. Patrons and Guests may use the sports courts at their own risk.
- b. Adult supervision nineteen years (19) and older is required for children. Children must remain in the sight of parents/guardians. All children are expected to play cooperatively with other children.
- c. Proper footwear is required and no loose clothing especially with strings should be worn.
- d. The mulch material is necessary for reducing fall impact and for good drainage. It is not to be picked up, thrown, or kicked for any reason.
- e. No food, drinks, or gum are permitted on the sports courts.
- f. No pets of any kind are permitted at the sports courts.
- g. No glass containers are permitted at the sports courts.
- h. No jumping off from any climbing bar or platform.
- i. Profanity, rough-housing, and disruptive behavior are prohibited.
- j. If anything is wrong with the equipment or someone gets hurt, notify the District immediately.
- k. The Dog Park is only for member/tenants and their guests

8. Amenity Facility Rentals

- a. Members/Tenants reserving the Clubhouse must be at least 55 years of age.
- b. The Member/Tenant reserving the clubroom must be present throughout the entire event.
- c. The Members/Tenants MAY NOT reserve the use of the pool, exercise room, or recreation areas.
- d. Organizations are not permitted to rent the clubroom.
- e. The Member/Tenant is responsible for clean up after use of the clubroom
 - Remove all decorations
 - Not adjust the air conditioning temperature
 - Vacuum carpeted areas (Member/tenant must provide vacuum)
 - Mop non carpeted areas (Member/tenant must provide mop and

- floor cleaner)
 - Wipe down all surfaces (Member/tenant must provide cleaning products and materials)
 - Remove all trash (Member/tenant must provide trash bags and take trash bags with them).
- f. Disregard for any Amenity Center rules or policies may result in expulsion from the facility and/or loss of Amenity Center privileges.

H. PROPERTY DAMAGE

Each Patron shall be liable for any property damage at the Amenities caused by him or her, his or her Guests, or members of his or her Family. The District reserves the right to pursue any and all legal and equitable measures necessary to remedy any losses due to property damage.

Each Patron and Guest, as a condition of invitation to the premises of the Amenities, assumes sole responsibility for his or her property. The District shall not be responsible for the loss or damage to any private property used or stored on the premises of the Amenities, whether in lockers or elsewhere.

I. USE AT OWN RISK; INDEMNIFICATION

Any Patron, Guest, or other person who participates in the Activities (as defined below), shall do so at his or her own risk, and shall indemnify, defend, release, hold harmless, and forever discharge the District and its contractors, and the present, former, and future supervisors, staff, officers, employees, representatives, agents, and contractors of each (together, "Indemnitees"), for any and all liability, claims, lawsuits, actions, suits or demands, whether known or unknown, in law or equity, by any individual of any age, or any corporation or other entity, for any and all loss, injury, damage, theft, real or personal property damage, expenses (including attorney's fees, costs and other expenses for investigation and defense and in connection with, among other proceedings, alternative dispute resolution, trial court, and appellate proceedings), and harm of any kind or nature arising out of, or in connection with, the participation in the Activities, by said Patron, Guest, or other person, and any of his or her Guests and any members of his or her Family.

Should any Patron, Guest, or other person, bring suit against the Indemnitees in connection with the Activities or relating in any way to the Amenities, and fail to obtain judgment therein against the Indemnitees, said Patron, Guest, or other person shall be liable to the District for all attorney's fees, costs, and other expenses for investigation and defense and in connection with, among other

proceedings, alternative dispute resolution, trial court, and appellate proceedings.

The waiver of liability contained herein does not apply to any act of intentional, willful or wanton misconduct by the Indemnitees. For purposes of this section, the term “Activities,” shall mean the use of or acceptance of the use of the Amenities, or engagement in any contest, game, function, exercise, competition, sport, event, or other activity operated, organized, arranged or sponsored by the District, its contractors or third parties authorized by the District.

J. SOVEREIGN IMMUNITY

Nothing herein shall constitute or be construed as a waiver of the Districts’ limitations on liability contained in Section 768.28, F.S., or other statutes or law.

K. SEVERABILITY

The invalidity or unenforceability of any one or more provisions of these policies shall not affect the validity or enforceability of the remaining provisions, or any part of the policies not held to be invalid or unenforceable.

L. AMENDMENTS / WAIVERS

The Board in its sole discretion may amend these policies from time to time. The Board may also elect in its sole discretion at any time to grant waivers to any of the provisions of these policies.

Part III. Amenities Disciplinary Policy

Law Implemented: ss. 190.011, Fla. Stat. (2013) Effective Date: _____

In accordance with Chapters 190 and 120 of the Florida Statutes, and on at a duly noticed public meeting and after a duly noticed public hearing, the Board of Supervisors of the Parkland Preserve Community Development District adopted the following policies to govern disciplinary matters at the District's amenities.

A. INTRODUCTION

This policy addresses disciplinary measures governing the use of the amenities owned and managed by the Parkland Preserve Community Development District.

B. GENERAL POLICY

All persons using the District's amenities are responsible for compliance with, and shall comply with, the policies established for the safe operations of the District's amenities.

C. SUSPENSION OF RIGHTS

The District, through its Board, District Manager, and Amenities Manager, shall have the right to restrict, suspend, or terminate the amenities privileges of any person to use the amenities for any of the following behavior:

- a. Submits false information on any application for use of the amenities;
- b. Permits the unauthorized use of an amenity pass;
- c. Exhibits unsatisfactory behavior, deportment or appearance;
- d. Fails to pay amounts owed to the District in a proper and timely manner;
- e. Fails to abide by any District rules or policies, including but not limited to any policies governing the use of the pool;
- f. Treats the District's supervisors, staff, amenities management, contractors, or other representatives, or other residents or guests, in an unreasonable or abusive manner;
- g. Damages or destroys District property; or
- h. Engages in conduct that is improper or likely to endanger the health, safety, or welfare of the District, or its supervisors, staff, amenities management, contractors, or other representatives, or other residents or guests.

D. AUTHORITY OF AMENITIES MANAGER

The Amenities Manager or their designee has the ability to remove any person from one or all amenities if any of the above-referenced behaviors are exhibited or actions committed. The Amenities Manager or their designee may at any time restrict or suspend for cause or causes, including but not limited to those described above, any person's privileges to use any or all of the amenities for a period not to exceed seven days.

ATTACHMENT A - Registration Form

Parkland Preserve

Community Development District

CLUBROOM APPLICATION

COMMUNITY EVENTS TAKE PRECEDENCE OVER PRIVATE EVENTS

Name: _____ TELE: _____

ADDRESS: _____ EMAIL: _____

EVENT: _____

DATE OF EVENT: _____ # OF GUESTS-ADULTS: _____ CHILDREN: _____

Please submit 2 (TWO) checks:

\$50.00 Room Rental Fee (refundable if event cancelled at least one week prior to event)

\$100.00 Fully refundable cleaning deposit

Checks will be held until 1 (ONE) day after Event. Rental fee will then be deposited, and Cleaning deposit check voided and returned if room is left clean and undamaged.

Please attached copy of Driver's License to application.

I have read the Amenity Center Policies and agree to abide by them. I understand that I am personally liable for any damage done by myself or any of my guests or invitees.

X

Signature

X

Date

X

Print Name

X

APPROVED BY
Association Representative

X

Date

For Submissions, questions & concerns:
Cindy Chapman
cchapman@alliancern.biz
904-429-7624

ATTACHMENT B - Consent and Waiver Agreement

Parkland Preserve Community Development District

Consent and Waiver Agreement

Thank you for using the Parkland Preserve Community Development District's ("District") Amenities and/or participating in its community programs. We appreciate your understanding and cooperation in maintaining both your safety and health, and the safety and health of others, by reading and signing the following Consent and Waiver Agreement ("Agreement"). This Agreement applies to, but does not by itself grant any rights regarding, the use of any of the District's Amenities, which feature among other things an amenity center, swimming pool, sport courts, playground, multi-purpose field, and walking trails and to participation in any of the District's many community programming activities.

Any capitalized terms not defined herein shall have the meaning ascribed to them in the District's Amenity Facility Policy, as may be amended from time to time. For purposes of this Agreement, the term "Activities," shall mean the use of or acceptance of the use of the Amenities, or engagement in any contest, game, function, exercise, competition, sport, event, or other activity operated, organized, arranged, or sponsored by the District, its contractors, or third parties authorized by the District.

In consideration of a Participant being allowed to participate in some or all of the Activities, I, as the participant identified below ("Participant"), or I, as the parent and/or legal guardian of the Participant, who is a minor child, and on behalf of the Participant ("Participant's Guardian"), agree as follows.

Acknowledgement of Participation

Participant intends to voluntarily participate in one or more Activities. If Participant is a minor child, Participant's Guardian authorizes the Participant to voluntarily participate in one or more Activities.

Acknowledgement of Health

Participant acknowledges and understands that the District recommends that Participant consult a physician prior to engaging in the Activities, and that it is Participant's sole responsibility to obtain an examination by a physician prior to involvement in the Activities. Participant certifies that he or she is physically and mentally capable of participating in the Activities and that Participant is not under any kind of medical treatment or has any mental or physical condition that would prevent Participant from participating in the Activities. Participant further acknowledges that Participant has either had a physical examination and been given a physician's approval to participate in the activities, or has elected to participate in the activities without the approval of a doctor and hereby assumes all risk and responsibility for participation in the activities.

Role of the District

Participant acknowledges and understands that some or all of the Activities may be provided through third parties, that any such third parties are not affiliated with the District in any way, that the District does not endorse any such third parties, and that the District makes no representations concerning the qualifications or ability of any such third parties to conduct, teach, or lead the Activities.

Assumption of Risk

Participant acknowledges and understands that participation in the Activities may have certain inherent risks, including, but not limited to, economic loss, significant changes in the Participant's physical or mental health, injury, disabilities, or even death to the Participant. Participant willfully and voluntarily assumes and accepts sole responsibility for all risks related to participation in the Activities, including, but not limited to, the risks mentioned above, damage to, loss or theft of real or personal property, or other loss or harm of any kind or nature. Participant is voluntarily participating in the Activities with knowledge of the dangers involved, and Participant agrees to assume and accept sole responsibility for Participant's safety and for any and all harm that may occur.

Waiver and Indemnification

As stated in the District's policies, any Patron, Guest, or other person who participates in the Activities, including the Participant, shall do so at his or her own risk, and shall indemnify, defend, release, hold harmless, and forever discharge the District and its contractors, and the present, former, and future supervisors, staff, officers, employees, representatives, agents, and contractors of each (together, "Indemnitees"), for any and all liability, claims, lawsuits, actions, suits or demands, whether known or unknown, in law or equity, by any individual of any age, or any corporation or other entity, for any and all loss, injury, damage, theft, real or personal property damage, expenses (including attorney's fees, costs, and other expenses for investigation and defense and in connection with, among other proceedings, alternative dispute resolution, trial court, and appellate proceedings), and harm of any kind or nature arising out of, or in connection with, the participation in the Activities, by said Patron, Guest, or other person, including Participant, and any of his or her Guests and any members of his or her Family.

Should any Patron, Guest, or other person, including Participant, bring suit against the Indemnitees in connection with the Activities or relating in any way to the Amenities, and fail to obtain judgment therein against the Indemnitees, said Patron, Guest, or other person, including Participant, shall be liable to the District for all attorney's fees, costs, and other expenses for investigation and defense and in connection with, among other proceedings, alternative dispute resolution, trial court, and appellate proceedings.

The waiver of liability contained herein does not apply to any act of intentional, willful or wanton misconduct by the Indemnitees.

Sovereign Immunity

Nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, Florida Statutes or other statute or law.

Emergency Transportation and Care

In the event that Participant is incapacitated and unable to respond, or in the event the Participant is a minor child, the District is authorized to seek emergency treatment, as required, and to transport the Participant to the appropriate medical facility in the event that urgent/emergency care is necessary. The medical facility and its medical staff have authorization to provide any treatment that a physician deems necessary for the well-being of the Participant. Participant shall be responsible for any resulting expenses. The District is not responsible for providing any such treatment or transportation, and the "Waiver and Release of Liability" provisions set forth above apply to any emergency medical transportation and/or treatment of Participant.

District Policies

Participant agrees to read and comply with the written policies adopted by the District and relating to the Amenities, and further agrees to act in a safe manner when participating in the Activities. Participant further agrees to immediately inform a representative of the District, and to stop participating in the Activities, if Participant observes any unsafe condition or broken equipment, or if Participant experiences any pain, discomfort or other symptoms that Participant may suffer during or after participating in the Activities. Participant understands that Participant may stop or delay participation in the Activities if Participant so desires and that Participant may also be requested to stop and rest by a District representative who observes any symptoms of distress or abnormal response, and Participant agrees to comply with such directions.

Insurance Coverage

Participant understands that Participant is responsible for obtaining appropriate insurance coverage when participating in the Activities and that the District has no obligation to provide any insurance coverage.

Binding Effect

This Agreement is binding on the Participant, and the Participant's spouse, minor children, heirs, executors, administrators, legal representatives, successors and assigns. If Participant is a minor child, this Agreement is also binding on the Participant's parents and/or legal guardians, including Participant's Guardian, not only on behalf of the Participant but also on the parents and/or legal guardians, including Participant's Guardian, in their own rights and

capacity and to the same extent as Participant. The undersigned represents that he or she is authorized to bind to this Agreement all applicable parties, as set forth in this paragraph.

Miscellaneous Provisions

This Agreement supersedes any prior written and/or oral agreements or representations made with respect to the subject matter contained herein. The provisions of this Agreement will continue in full force and effect even after the termination of the Activities. The provisions of this Agreement may be waived, altered, amended or repealed, in whole or in part, only upon the prior written consent of the District and the party whose signature appears below. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable. This Agreement shall be governed by Florida Law. Venue for any actions arising under this Agreement shall be in a court of appropriate jurisdiction in Polk County, Florida.

[CONTINUED ON FOLLOWING PAGE]

I AM OF LAWFUL AGE AND LEGALLY COMPETENT TO SIGN THIS AGREEMENT. I HAVE READ AND UNDERSTOOD THE TERMS OF THIS AGREEMENT, AND UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL LEGAL RIGHTS FOR MYSELF, MY SPOUSE, MY MINOR CHILDREN, HEIRS, EXECUTORS, ADMINISTRATORS, LEGAL REPRESENTATIVES, SUCCESSORS, AND ASSIGNS. I ACKNOWLEDGE THAT I AM SIGNING THE AGREEMENT FREELY AND VOLUNTARILY, AND INTEND BY MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF LIABILITY AS SET FORTH HEREIN AND TO THE GREATEST EXTENT ALLOWED BY LAW.

If Participant is 18 years of age or older	
Participant Name:	
Signature:	
Date:	
Address:	
Phone:	