SOLTERRA RESORT
COMMUNITY DEVELOPMENT DISTRICT

REVISED AMENITIES RULES & POLICIES





TABLE OF CONTENTS

PART 1: Rule for Amenities Rates **Page 4**
INTRODUCTION
DEFINITIONS
ANNUAL USER FEE
RESORT FEE
RESERVATION RATES
ACTIVITY AND PROGRAM RATES
MISCELLANEOUS FEES
SPECIAL PROVISIONS
ADJUSTMENT OF RATES
PRIOR RULES; POLICIES
SEVERABILITY

PART 2: Amenities Policies **Page 8**
DEFINITIONS
AUTHORIZED USERS
ACCESS PASSES AND CODES
FACILITY RENTAL POLICIES
COMMUNITY PROGRAMMING
GENERAL PROVISIONS
FITNESS CENTER
POOL, POOL SLIDE & SPA AREA
LAZY RIVER
TENNIS AND PICKLEBALL COURTS
SAND VOLLEYBALL COURT
TURF AREA AND YARD GAMES
MULTI-PURPOSE FIELD
EVENT LAWN, PATIO, PICNIC AREAS, AND OUTDOOR AREAS
LAKE OR POND AREAS
PLAYGROUND AND TOT LOTS
PROPERTY DAMAGE
USE AT OWN RISK; INDEMNIFICATION
SOVEREIGN IMMUNITY
SEVERABILITY
AMENDMENTS / WAIVERS
ATTACHMENT A: REGISTRATION FORM
ATTACHMENT B: CONSENT AND WAIVER AGREEMENT
ATTACHMENT C: RENTAL APPLICATION

PART 3: Amenities Disciplinary Rule **Page 40**
INTRODUCTION
GENERAL RULE

SUSPENSION OF RIGHTS
PROCEDURES FOR TERMINATION OR SUSPENSION OF AMENITY PRIVILEGES
ADMINISTRATIVE REIMBURSEMENT; PROPERTY DAMAGE REIMBURSEMENT; AUTOMATIC EXTENSION OF SUSPENSION FOR NON-PAYMENT
APPEAL OF BOARD SUSPENSION
AUTHORITY OF AMENITY MANAGER
AUTHORITY OF DISTRICT MANAGER
ENFORCEMENT OF PENALTIES/FINES
LEGAL ACTION; CRIMINAL PROSECUTION
SEVERABILITY

Part 4: Operation Plan **Page 46**
HOURS OF OPERATIONS

PART 1: Rule for Amenities Rates

In accordance with Chapters 190 and 120 of the Florida Statutes, and on August 7, 2026, at a duly noticed public meeting and after a duly noticed public hearing, the Board of Supervisors of the Solterra Resort Community Development District adopted the following rules to govern rates for the District's Amenities.

1. **Introduction.** This rule addresses various rates, fees and charges associated with the Amenities.

2. **Definitions.** All capitalized terms not otherwise defined in this Part 1 shall have the meaning ascribed to them in the Amenities Policies of Solterra Resort Community Development District, as amended from time to time.

3. **Annual User Fee.** The Annual User Fee for persons not owning property within the District 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.

4. **Resort Fee.** For Short-Term Renters who wish to utilize the Amenities only for the duration of their valid rental or lease agreement, the Resort Fee shall be paid at the rates as set forth herein. Proof of valid rental or lease agreement shall be required, and access to the Amenities shall be limited to the term of the valid rental or lease agreement.

5. **Reservation Rates.** Any Patron wishing to have the exclusive use of any room or area within the clubhouse or pool area must properly reserve the room or area in accordance with the Facility Rental Policies, as detailed in the Amenities Policies of Solterra Resort Community Development District, and pay the appropriate rental fee and deposit in the amounts set forth below.

Room / Area	*Rental Fee	Deposit
Multi-purpose field	$50.00 - $100.00/hour	$300.00
Covered patio at pool	$50.00 - $100.00/hour	$300.00
Clubhouse room	$100.00 - $200.00/hour	$300.00
Clubhouse room and covered patio	$100.00 - $200.00/hour	$300.00
Cabanas (pool side)**	$50.00 - $150.00/day	Total cost of rental due up front.

*The Amenity Manager is authorized to charge fees not to exceed the maximum rental fees listed above; however, in the discretion of the Amenity Manager, the rental fees may be adjusted downward for weekdays, weekends, and holidays. However, all rental fees are increased by $50.00 per hour for each hour past normal operating hours. All rental fees paid electronically may be subject to processing fees at the time of payment.
**Except as authorized by the Amenity Manager pursuant to the Resident Cabana Reservations procedures.

6. **Activity and Program Rates.** The following activity and program rates apply:

Resort program prices are charged on an activity-by-activity basis.

Activity	Fee	Deposit (if applicable)
Happy Hour	Charge per person based on market rate	None
Parents Night out/movie	Charge per person based on market rate	None
Other events as scheduled	Charge per person based on market rate	None

7. **Miscellaneous Fees.**

Item	Fee*
Resort Fee	$30.00-$50.00/lease term
Replacement of damaged, lost, or stolen Access Pass	$25.00
Up to ten (10) Guests accompanied by a Patron (fee for using Amenities, such as the clubhouse and pool)	Free
Additional Guests Fee: More than ten (10) Guests, maximum of ten (10) additional Guests, accompanied by a Patron (fee for using Amenities, such as clubhouse and pool)	$30.00-$50.00
Individual who is not a Guest and is not accompanied by a Patron (fee for using Amenities, such as the clubhouse and pool)	Annual User Fee
Insufficient funds fee (for submitting an insufficient funds check)	$30.00

* All rental fees paid electronically may be subject to processing fees at the time of payment.

8. **Special Provisions.**

a. ***After-Hours Events.*** All rental fees are increased by $50.00 per hour for each hour past normal operating hours.

b. ***Homeowner's Association 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 to utilize the clubhouse for one free meeting per month, subject to availability.

c. ***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.

9. **Resident Cabana Reservations.** Residents, and Renters who have been designated as the beneficial user of the Resident's rights to use the Amenities, may reserve up to two (2) cabanas per address associated with their Household each calendar year ("Resident Cabana Reservations") at no additional cost at the discretion of the Amenity Manager and in accordance with the following:

a. Resident Cabana Reservations may only be submitted to the Amenity Manager on the same day the reservation is requested (ex. Resident Cabana Reservation requests cannot be submitted on Friday, May 2nd requesting a cabana on Saturday, May 3rd but can be submitted on the morning of Saturday, May 3rd for cabana use that same day). Resident Cabana Reservations cannot be made prior to the requested reservation date.

b. Resident Cabana Reservations are subject to availability on a first-come, first-served basis and may be approved or denied by the Amenity Manager or his/her designee in his or her sole discretion.

c. The Amenity Manager is responsible for verifying eligibility of individuals requesting Resident Cabana Reservations and for keeping record of the Households that utilize Resident Cabana Reservations each calendar year.

d. Residents and/or Renters whose Amenities privileges are suspended or terminated may not utilize Resident Cabana Reservations while said person's Amenities privileges are suspended or terminated.

e. During the period when a Renter is designated as the beneficial user of the Resident's rights to use the Amenities, the Resident shall not be eligible to use Resident Cabana Reservations.

f. Resident Cabana Reservations are non-transferable and may not be utilized by a Resident and/or eligible Renter on behalf of Guests or Non-Residents. Any transfer of a Resident and/or eligible Renter's Resident Cabana Reservations shall be deemed void and the violator(s) will be subject to the Amenities Disciplinary Rule procedures for facilitating or allowing unauthorized access to or use of the Amenities.

g. Resident Cabana Reservations are <u>not</u> available on the following days:
   i. New Year's Eve and New Year's Day; and
   ii. Memorial Day; and
   iii. Independence Day (Fourth of July); and
   iv. Labor Day; and
   v. Thanksgiving Day and Friday after Thanksgiving Day; and
   vi. Christmas Eve and Christmas Day; and
   vii. Weekend days (i.e., Saturdays and Sundays) in the months of June, July, and August.

h. All Residents and/or eligible Renters 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 Amenities, including the cabanas, and shall ensure that any minor for whom they are responsible also complies with the same.

10. **Adjustment of Rates.** The Board may adjust, by resolution adopted at a duly noticed public meeting, any of the fees set forth herein to reflect actual costs of operation of the Amenities, to promote use of the Amenities, 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.

11. **Prior Rules; Policies.** The District's Amenities Policies, as may be amended from time to time, govern all use of the Amenities.

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

Law Implemented: ss. 190.011, 190.035, Fla. Stat.

PART 2: Amenities Policies

In accordance with Chapter 190 of the Florida Statutes, and on _____, at a duly noticed public meeting, the Board of Supervisors of the Solterra Resort 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.

DEFINITIONS

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

"Access Pass" – shall mean the identification card, fob, or other access credential device issued to Patrons.

"Amenities" – 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 District's clubhouse, fitness center, swimming pool, inclusive of the swimming pool slide and spa area, lazy river, multi-purpose field, tennis courts, pickleball courts, playground and tot lots, lawn, picnic area and outdoor recreational areas, sand volleyball court, turf area and yard games, and walking trails, together with their appurtenant areas, facilities, equipment, and any other appurtenances.

"Amenities 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.

"Annual User Fee" – shall mean the base fee established by the District for any person that is not a Resident or Short-Term Renter and who wishes to become a Non-Resident User in order to be granted the non-exclusive right to use the Amenities. The amount of the Annual User Fee is calculated as set forth herein, and that amount is subject to change based on Board action.

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

"District" – shall mean the Solterra Resort 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" or "Household"** – means a residential unit or a group of individuals residing within a Patron's home. ***This does not include visiting friends, guests, relatives or extended family not permanently residing in the home.*** Upon District staff's request, proof of residency may be required by driver's license or state or federal issued form of identification, including a signed affidavit of residency.

"Guest" – shall mean any person or persons, other than a Patron, who is/are expressly authorized by the District to use the Amenities, and who are accompanied by a Patron to use the Amenities. Any person or persons, other than a Patron, who is/are not accompanied by a Patron are not permitted to utilize the Amenities.

"Non-Resident" – shall mean any person who does not own property within the District.

"Non-Resident Patron" – shall mean any person or Household not owning property in the District who is paying the Annual User Fee to the District.

"Patron" or "Patrons" – shall mean Residents, Non-Resident Patrons, and Renters. Short-Term Renters shall be included in this definition only if: (i) they have paid the Resort Fee; and (ii) only during the term of their valid rental or lease agreement. Short-Term Renters who have not paid the Resort Fee are not considered Patrons under this policy and are expressly excluded from this definition.

"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 with a rental or lease term of not less than one (1) year.

"Resident" – shall mean any person or persons owning property within the District.

"Short-Term Renter" – shall mean any tenant residing in a Resident's home pursuant to a valid rental or lease agreement with a rental or lease term of less than one (1) year.

AUTHORIZED USERS

Generally. Only Patrons and Guests, as set forth herein, have the right to use the Amenities.

Residents. A Resident must pay the Annual User Fee applicable to Residents in order to have the right to use the Amenities. Such payment must be made in accordance with the District's annual assessment collection resolution and typically will be included on the Resident's property tax bill. Payment of the Annual User Fee entitles the Resident to use the Amenities for one full fiscal year of the District, which year begins October 1 and ends September 30.

Non-Residents. A Non-Resident Patron must pay the Annual User Fee applicable to Non-Residents in order to have the right to use the Amenities for one full year, which year begins from the date of receipt of payment by the District. This fee must be paid in full before the Non-Resident may use the Amenities. Each subsequent Annual User Fee shall be paid in full on the anniversary date of application.

Short-Term Renters. A Short-Term Renter must pay the Resort Fee in order to have the right to use the Amenities during the term of their valid rental or lease agreement, which begins from the date of receipt of payment by the District. This fee must be paid in full before the Short-Term Renters may use the Amenities.

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 beneficial users of the Resident's privileges to use the Amenities.

1. A Renter who is designated as the beneficial user of the Resident's rights to use the Amenities shall be entitled to the same rights and privileges to use the Amenities as the Resident.
2. During the period when a Renter is designated as the beneficial user, the Resident shall not be entitled to use the Amenities.
3. 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.
4. Renters shall be subject to all rules and policies as the Board may adopt from time to time.

Guests. Except as otherwise provided for herein, each Patron may bring a maximum of ten (10) Guests to the Amenities at no additional cost and may bring a maximum of ten (10) additional Guests to the Amenities subject to payment of the Additional Guests Fee, which must be paid prior to Patron's additional Guests being admitted to the Amenities, provided however that all Guests must be accompanied by the Patron when using the Amenities and provided however that the Patron will be responsible for any harm caused by the Patron's Guests while using the Amenities. For clarification purposes, the preceding sentence shall be construed to place a ten (10) Guest limitation on the total number of Guests that a Patron may bring on behalf of that Patron's particular residence or household at no additional cost and up to ten (10) additional Guest

limitation on the total number of Guests that a Patron may bring on behalf of that Patron's particular residence or household, subject to Patron's payment of the Additional Guests Fee – e.g., a Patron Household consisting of four people cannot bring up to ten Guests each for a total of forty Guests, but instead can only bring a total of ten Guests on behalf of the entire household at no cost and may bring a total of ten (10) additional Guests on behalf of the entire household, subject to Patron's payment of the Additional Guests Fee. 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.

Use of Amenities Facilities at Your Own Risk

Registration / Disclaimer. In order to use the Amenities, each Patron, all members of a Patron's Household, 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 Amenities do so at their own risk and agree to abide by the rules and policies for the use of the Amenities. 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 Amenities or from the acts, omissions or negligence of other persons using the Amenities. Patrons are responsible for their actions and those of their Guests.**

ACCESS PASSES AND CODES

Use of Access Passes. Patrons can use their Access Pass or keypad with code number to gain access to the Amenities. Upon arrival at the clubhouse, Patrons will utilize their Access Pass at the main entrance doors in order to unlock the doors and/or gain access to the Amenities. Under no circumstance should a Patron provide an Access Pass to another person to allow him or her to use the Amenities.

Issuance of Access Passes. Each Patron will receive two (2) Access Pass upon registration with the District free of charge. For Families, each Patron may obtain additional Access Pass for any member of a Patron's Household who is over sixteen (16) years of age and eligible to use the Amenities, with a maximum of five (5) cards per Household, and subject to payment of any applicable fees.

Non-Transferrable. Access Passes are the property of the District and are non-transferable except in accordance with the District's rules and policies.

Lost or Stolen Passes. All lost or stolen Access Passes need to be reported immediately to the District. Fees may apply to replace any lost or stolen Access Passes.

FACILITY RENTAL POLICIES

The following policies apply to the rental of the Amenities:

1. ***Patrons Only.*** Unless otherwise directed by the District, only Patrons may reserve the portions of the Amenities for parties and events. Rental reservations may not be made more than four (4) months prior to the event; payment to be submitted no more than 90 days before the date of the event and no less than 2 weeks before the date of the event; however, the Amenity Manager may, in his or her sole discretion, accept payment up to two (2) business days prior to the rental date. Patrons interested in rental of the Amenities must contact the Amenity Manager in order to determine availability of the Amenities for any particular reservation. All of the District policies remain in force during parties and events. Patrons renting the Amenities available for rental are responsible for ensuring that all Guests and attendees adhere to the District's policies.

2. ***Amenities Available for Rental:*** Only the following Amenities are available for rental: clubhouse, outdoor covered patio area, and multi-purpose field.

3. ***Rental Application and Rental Agreement.*** Patrons must submit a completed Rental Application, a copy of which is attached hereto as **Attachment C**, to the Amenity Manager no later than fourteen (14) days prior to the requested event indicating the date of the event, the hours when the event will be held, a description of the event, the number of attendees that will be attending, and

whether alcohol and/or food will be served. The Amenity Manager will review Rental Applications on a case-by-case basis and has the authority to reasonably deny a request. Denial of a request may be appealed to the District's Board of Supervisors for consideration. Each Patron renting the Amenities must sign and execute a Rental Agreement acceptable to the District and all documentation required therein must be received by the Amenity Manager no less than ten (10) days prior to the date of event. Regardless of whether the Rental Agreement is executed, the Patron is bound by the Rental Agreement, which is incorporated herein by this reference.

4. ***Payment & Registration.*** At the time the reservation is made, two checks or money orders (no cash), one for the deposit and one for the rental fee, both made out to "Solterra Resort Community Development District" must be delivered to the Amenity Manager, along with completed paperwork and insurances, if necessary.

5. ***Rates and Deposits.*** The rental rates and deposits for use of the Amenities are as set forth in the District's rules. To receive the full refund of the deposit within ten (10) days after the event, the renter must:
    i. Remove all garbage, place in dumpster and replace garbage liners;
    ii. Take down all decorations or event displays; and
    iii. Otherwise clean the rented Amenities 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.

6. ***Computation of Rental Time.*** The rental time period is inclusive of set-up and clean-up time.

7. ***Duration of Events.*** Unless otherwise authorized by the District, each rental shall be for a minimum of two (2) hours but no more than four (4) hours, and no after-hours events shall extend past midnight. If the event lasts longer than four (4) hours, the deposit is forfeited.

8. ***Available Hours.*** The Amenities available for rental may be rented for parties and events during normal operating hours. Additionally, the clubhouse may be rented after normal operating hours and until midnight. All parties and events, including clean-up, at the clubhouse must conclude by midnight.

9. ***Capacity.*** The clubhouse capacity limit (50 total persons, including employees) shall not be exceeded at any time for a party or event.

10. ***Noise.*** The volume of live or recorded music must not violate applicable Polk County noise ordinances, or unreasonably interfere with residents' enjoyment of their homes.

11. ***Insurance.*** Additional liability insurance coverage will 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 consultants/contractors are to be named on these policies as an additional insured party.

12. ***Cancellation.*** If the individual renting one or more of the Amenities wishes to cancel a reservation, the cancellation must be communicated to the Amenity Manager in writing no later than thirty (30) days prior to the scheduled event to receive 100% of the rental fee and deposit. If the event is cancelled less than thirty (30) days prior to the event, 100% of the security deposit and 0% of the rental fee will be returned.

COMMUNITY PROGRAMMING

Resources. The District is pleased to offer a wide variety of programs and activities designed to meet the needs of community members of all ages, interests, and skill levels. Each year, the Amenity Manager will evaluate and improve upon existing programs and may add new activities in each category. The format of each program or activity will be structured to most effectively provide participants with a positive recreational experience of the highest caliber. Patrons can find information on new programs and events by picking up the monthly program calendars, reviewing the community bulletin board, or by contacting the Amenity Manager:

Solterra Resort
5200 Solterra Blvd, Davenport FL
(863) 547-9839

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.

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, interest parties must register by the posted deadline. Resident Patrons will be allocated fifty percent (50%) of the seats in a program. In the event the reserved seats are not claimed by Resident Patrons, the seats will be offered to all Patrons. 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.

Programs and Activities. All programs and services including personal training, group exercise, tennis lessons, instructional programs, competitive events, and other programs must be conducted through the Amenity Manager or as directed by the Board. A schedule of activities for the Amenities will be posted in each area and updated by the Amenity Manager. No outside (i.e., third party) instructors are allowed.

Cancellation by the District. The Amenity Manager 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 in the amount of applicable fees paid to the District by the Patron for participation in such program prior to cancellation.

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.

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.

Emergencies*:* After contacting 911 if required, all emergencies and injuries must be reported to the Amenity Manager at (863) 547-9839, and to the office of the District Manager at (407) 472-2471.

Hours of Operation. All hours of operation of the Amenities will be established and published by the District. The clubhouse 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 Amenities.

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

1. ***Registration and Access Passes.*** Patrons and their Guests have the right to use the Amenities as set forth herein. In order to use the Amenities, each Patron, including all of Patron's Household, 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.** Patrons are responsible for their

actions and those of their Guests. All Patrons must sign-in and have their assigned Access Pass or key pad code upon entering the clubhouse. Access Passes and codes are only to be used by the Patron to whom they are issued.

2. ***Guests.*** Guests must be accompanied by a Patron while using the Amenities.

3. ***Minors.*** Patrons aged eighteen (18) years of age or older are responsible for all minor Patrons from their household or visiting the Amenities as Guests of the Patron.

4. ***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 Amenities. Bathing suits and wet feet are not allowed indoors, with the exception of the locker room areas.

5. ***Food and Drink.*** Food and drink will be limited to designated areas only and purchased from the Café in accordance with Rule 64E-9.004(4), FAC.

6. ***Alcohol.*** Alcoholic beverages shall be served from the Café ONLY, except at pre-approved special events. For pre-approved rentals and planned events, Patrons will be required to hire a licensed and insured vendor of alcoholic beverages and 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 Amenities. The Amenity Manager shall have the discretion to determine if an individual is under the influence of drugs or alcohol. In general, conduct that is disorderly or disruptive to other Patrons or Guests may be used as grounds to determine if an individual is under the influence of drugs or alcohol.

7. ***No Smoking.*** Smoking, including using any paraphernalia designed to consume tobacco or other substances such as vaping and electric and non-electronic devices, is prohibited anywhere inside the Amenity Facilities, including any building, or enclosed or fenced area to the maximum extent of the prohibitions set forth in Florida law, including the Florida Clean Indoor Air Act or other subsequent legislation. Additionally, to the extent not prohibited by law, smoking is discouraged in all other areas of the Amenities and on District owned property. All waste must be disposed of in the appropriate receptacles. Any violation of this policy shall be reported to District Staff.

   Possession, use and/or consumption of illegal drugs is prohibited at the Amenities and on all other District owned property absent express permission by the District subject to the provisions herein. Any person that appears to be under the influence of drugs or alcohol will be asked to leave the Amenities. Violation of this policy may result in suspension or termination of Amenity access and usage

privileges and illegal drug use may be punished to the maximum extent allowed by law.

8. ***Pets.*** Dogs or other pets (with the exception of "Service Animals" as defined by Florida law, 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 the Amenities, except for the multi-purposes field, event lawn, patio, picnic areas, and outdoor areas. 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 only under the following conditions:
    a. If the Service Animal is out of control and the handler does not take effective measures to control it;
    b. If the Service Animal is not housebroken; or,
    c. 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 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.

9. ***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 ATVs), and motorized scooters are prohibited on all property owned, maintained, and operated by the District or at any of the Amenities within District unless they are owned by the District.

10. ***Skateboards, Etc.*** Bicycles, electric bikes, electric scooters, skateboards, rollerblades and other similar uses are limited to designated outdoor areas only.

11. ***Fireworks.*** Fireworks of any kind are not permitted anywhere on the Amenities or adjacent areas.

12. ***Service Areas.*** Only District employees and staff are allowed in the service areas of the Amenities.

13. ***Courtesy.*** Patrons and their Guests shall treat all staff members and other Patrons and Guests with courtesy and respect.

14. ***Profanity.*** Loud, profane or abusive language is prohibited.

15. ***Horseplay.*** Disorderly conduct and horseplay are prohibited.

16. ***Equipment.*** All equipment and supplies provided or rented for use of the Amenities must be returned in good condition after use. Patrons are encouraged to let the staff know if an area of the Amenities or a piece of equipment is in need of cleaning or maintenance.

17. ***Equipment Rentals***. Complimentary equipment for the tennis and pickleball courts and volleyball courts may be rented at the clubhouse with the paid resort fee. A valid ID is required for such rentals. Patrons are responsible for any damages to rental equipment beyond.

18. ***Littering.*** Patrons are responsible for cleaning up after themselves and helping to keep the Amenities clean at all times.

19. ***Solicitation and Advertising.*** Commercial advertisements shall not be posted or circulated in the Amenities. Petitions, posters, or promotional material shall not be originated, solicited, circulated, or posted on Amenities property unless approved in writing by the District.

20. ***Weapons.*** Weapons are not permitted in any of the Amenities or on any District property in each case to the extent such prohibitions are permitted under Florida law. Among other prohibitions, no weapons may be carried to any meeting of the District's Board of Supervisors.

21. ***Trespassing/Loitering.*** There is no trespassing or loitering allowed at the Amenities. Any individual violating this policy may be reported to the local authorities.

22. ***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 Amenities, and shall ensure that any minor for whom they are responsible also complies with the same.

23. ***Surveillance.*** Various areas of all Amenities are under twenty-four (24) hour video surveillance.

24. ***Grills.*** Grills are not permitted on public areas, except if pre-approved for use during approved events.

25. ***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.

26. ***Cellular Phones.*** To prevent disturbance to others, use of cellular telephones is limited while in the clubhouse. Patrons and Guests are asked to keep their ringers turned off or on vibrate while in the clubhouse.

27. ***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.

28. ***Drones***. The usage of drones is not permitted on or over any District property without prior consent from the Amenity Manager. The Amenity Manager, in his or her sole discretion, shall determine if the requested drone usage is permissible.

29. ***Luggage***. Patrons and Guests are not permitted to bring and/or store luggage at the Amenities. The District is not responsible for any items left unattended.

FITNESS CENTER

The following policies apply to the District's fitness center:

1. ***Exercise at Your Own Risk.*** The fitness center is not supervised during operating hours. All Patrons are encouraged to consult their physician before beginning an exercise program.

2. ***Usage Restrictions.*** Patrons and Guests aged twelve (12) years of age and older may use the fitness center. Patrons and Guests between the ages of eight (8) to twelve (12) must be accompanied by a guardian at all times to use the fitness room. Patrons aged eight (8) years and under may not use the fitness room.

3. ***Attire.*** Appropriate attire, including shorts, shirts, and closed-toed athletic footwear must be worn at all times in the fitness center. To maintain clean and sweat-free equipment, clothing must cover any part of the body exposed to direct contact with the equipment.

4. ***Courtesy.*** If a Patron or Guest is waiting, cardiovascular equipment utilization is limited to thirty (30) minutes. If a Patron or Guest is waiting for the weight equipment, individuals should allow others to "work in" between sets. All equipment must be wiped down after use with the wipes and/or spray provided.

5. ***Food and Drink.*** No food or chewing gum is permitted in the fitness center. Water or other sport drinks must be contained in non-breakable spill-proof containers (no glass).

6. ***Noise.*** Personal music devices are permitted only if used with headphones and played at a volume that does not disturb others.

7. ***Equipment.*** Weights or other fitness equipment may not be removed from the fitness center. Please replace weights to their proper location after use. 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.

8. ***Hand Chalk.*** Hand chalk is not permitted.

9. ***Personal Training.*** Except as expressly authorized by the District, personal training for fees, or solicitation of personal training services for fees, is prohibited.

POOL, POOL SLIDE & SPA AREA

The following policies apply to the District's pool, pool slide, and spa areas:

1. ***Swim at Your Own Risk.*** The pool areas are not supervised during operating hours. There is no lifeguard on duty.

2. ***Operating Hours.*** Swimming is permitted only during posted swimming hours. The operating hours for the swimming pool are posted and may vary depending on season, weather conditions, etc. The operating hours for the pool slide areas are posted and may vary depending on season, weather conditions, etc. No one is permitted in the pool or pool slide areas at any other time.

3. ***Supervision of Minors.*** Non-swimming children should be under the supervision of a parent and/or guardian who is capable of swimming safely and/or without assistance and who should remain within arm's reach of the non-swimming child(ren) at all times. Persons unable to swim safely and/or without assistance must be accompanied by a person who is capable of swimming safely and/or without assistance at all times in and around the pool. All children, regardless of age, using inflatable armbands (i.e., water wings) or any approved Coast Guard flotation device MUST be supervised one-on-one by a parent and/or guardian who is capable of swimming safely and/or without assistance, who is in the water and within arm's length of the child. Even proficient swimmers could find themselves at risk, the District recommends Patrons not swim alone. All persons entering the Amenities do so at their own risk, regardless of age or ability.

4. ***Skateboards, Etc.*** No bicycles, scooters, roller skates, roller blades or skate boards are permitted on the pool deck.

5. ***Food and Drink.*** Food and drink will be limited to designated areas only and purchased from the Café. Outside alcoholic beverages and food are not permitted,

except for pre-approved special events and reservation events. Glass containers or breakable objects of any kind are not permitted in the pool area or locker rooms at any time.

6. ***Horseplay.*** No jumping, pushing, running or other horseplay is allowed in the pool or on the pool deck area.

7. ***Diving.*** Diving is strictly prohibited at the pool.

8. ***Noise.*** Except at pre-approved events, radios, tape players, CD players, MP3 players and televisions, and the like are not permitted unless they are personal units equipped with headphones.

9. ***Aquatic Toys and Recreational Equipment.*** Aquatic toys and equipment are not permitted in the pool and pool slide. 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, pool noodles that are being utilized for flotation assistance only, 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.

10. ***Entrances.*** Pool entrances must be kept clear at all times.

11. ***Railings.*** No swinging on ladders, fences, or railings is allowed.

12. ***Pool Furniture.*** Pool furniture is not to be removed from the pool area and must returned after use.

13. ***Chemicals.*** Chemicals used in the pool may affect certain hair or fabric colors. The District is not responsible for these effects.

14. ***Pets.*** Pets, with the exception of service animals, as defined in the General Provisions, are not permitted on the pool deck area inside the pool gates at any time.

15. ***Attire.*** Appropriate swimming attire (swimsuits) must be worn at all times.

16. ***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 with or suspected of having a communicable disease which could be transmitted through the use of the pool should use the pool.

17. ***Swim Diapers.*** Anyone who is not reliably toilet trained, including but not limited to young children, must wear rubber lined swim diapers, as well as a swimsuit over the swim diaper, to reduce the health risks associated with human waste contaminating the swimming pool and deck area. If contamination occurs, the pool will be shocked and closed for a period of at least twelve (12) hours. Persons not abiding by this policy shall be responsible for any costs incurred in treating and reopening the pool.

18. ***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.

19. ***Reservation of Tables or Chairs.*** Tables or chairs on the deck area may not be reserved by placing towels or personal belongings on them.

20. ***Pool Closure.*** The pool may close due to weather warnings, fecal accidents, chemical balancing, or general maintenance and repairs.

21. ***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.

22. ***Pool/Water Slide.*** Be advised that the water slide is an adventure activity and may expose the rider to possible physical injury. In deciding to participate the rider assumes full responsibility of any injury sustained. Riders must be at least 48 inches tall and be able to swim the width of the pool in order to exit the catch pool area to use the slide. Riders are not allowed to wear flotation devices to ride the slide; they must be able to exit the slide flume and swim to the exit by themselves. No metal objects, locker keys, jewelry, metal straps, watches, goggles, sunglasses, or eyeglasses permitted on the slide as they may cause injury. Cutting ahead of others in line and rowdy play are prohibited and may result in dismissal from the pool area. No chain riding permitted; only one rider at a time. Enter and exit the flume feet first; standing, stopping, or sliding down head first is prohibited. Hands must be kept inside the flume at all times. No diving from the end of the flume. All riders must cross feet and arms when riding down the slide and enter the catch pool area feet first. Exit the catch pool immediately; individuals must exit the catch pool area before the next rider can be sent. Elderly persons and persons with medical conditions should consult their physician before using the water slide. Pregnant women will not be permitted on the water slide. Parents and/or

guardians of children under the age of eighteen (18) are strongly encouraged to observe the activity prior to deciding whether to allow their child to participate. Parents and guardians must abide by all children's policies.

23. ***Spa Area.*** Children under the age of twelve (12) are not permitted in the spa area without supervision by an adult over the age of eighteen (18).

24. ***Swim Instruction.*** Swim instruction for fees, or solicitation of swim instruction for fees, is prohibited.

25. ***Capacity***. The maximum bathing load for the pool is enforced pursuant to the Florida Department of Health's operating permit for the District's swimming pool ("Capacity Limits"). The Amenity Manager will post the Capacity Limits at the pool and will periodically monitor the area. In the event the Capacity Limits are exceeded, the Amenity Manager shall request that Patrons and their Guests leave the pool area until the Capacity Limits are met.

LAZY RIVER

All pool rules identified above are applicable to the Lazy River. Additionally, the following policies apply to the Lazy River:

1. ***Swim at Your Own Risk.*** The lazy river areas are not supervised during operating hours. All persons using the lazy river do so at their own risk and must abide by all swimming pool and lazy river rules and policies.

2. ***Operating Hours.*** The operating hours for the lazy river areas are posted and may vary depending on season, weather conditions, etc. No one is permitted in the lazy river at any other time unless a specific event is pre-approved.

3. ***Supervision of Minors.*** Non-swimming children should be under the supervision of a parent and/or guardian who is capable of swimming safely and/or without assistance and who should remain within arm's reach of the non-swimming child(ren) at all times. Persons unable to swim safely and/or without assistance must be accompanied by a person who is capable of swimming safely and/or without assistance at all times in and around the lazy river. All children, regardless of age, using inflatable armbands (i.e., water wings) or any approved Coast Guard flotation device MUST be supervised one-on-one by a parent and/or guardian who is capable of swimming safely and/or without assistance, who is in the water and within arm's length of the child.

4. ***Approved Tubes.*** No outside floatation devices are permitted. Floatation devices, such as tubes, may not be stacked while in the water and must be neatly returned to the proper storage area after use.

5. ***Flow.*** Riders must follow the flow of the current. No jumping, pushing, running or other horseplay is allowed in the lazy river. Riders are not permitted to climb on any areas abutting the lazy river, including but not limited to, any center islands.

6. ***Capacity***. The maximum bathing load for the lazy river is enforced pursuant to the Florida Department of Health's operating permit for the District's lazy river ("Capacity Limits"). The Amenity Manager will post the Capacity Limits at the lazy river and will periodically monitor the area. In the event the Capacity Limits are exceeded, the Amenity Manager shall request that Patrons and their Guests leave the lazy river area until the Capacity Limits are met.

TENNIS AND PICKLEBALL COURTS

The following policies apply to the tennis courts:

1. ***Play at your Own Risk.*** Play at Your Own Risk. The tennis and pickleball courts are not supervised during operating hours.

2. ***First Come Basis.*** Courts are available for use by Patrons and Guests only on a first come first serve basis. When other players are waiting, tennis and pickleball court use should be limited to 1 hour.

3. ***Attire.*** All players shall be dressed in appropriate attire, which includes: shirts, tennis shoes, shorts or warm up suits. These items must be worn at all times. Hard and/or black soled shoes are restricted from the tennis courts.

4. ***Use.*** Tennis and pickleball courts are for tennis or pickleball only.

5. ***Pets.*** Pets, with the exception of service animals, as defined in the General Provisions, are not permitted on the tennis or pickleball courts at any time.

6. ***Food and Drinks.*** Food and gum are not permitted on the tennis or pickleball courts. Drinks must be in a non-breakable spill-proof container.

7. ***Glass Containers.*** No glass containers or breakable objects of any kind are permitted on the tennis or pickleball courts.

8. ***Operating Hours.*** The tennis and pickleball courts are open from dawn to dusk only, or as otherwise posted by the Amenity Manager. No one is permitted on the tennis or pickleball courts at any other time unless a specific event is pre-approved and scheduled.

9. ***Skateboards, Etc.*** No bicycles, scooters, roller skates, roller blades or skateboards, electric bikes, electric scooters or similar uses are permitted on the tennis or pickleball courts.

10. ***Furniture.*** No furniture, other than benches already provided, will be allowed on the playing surfaces.

11. ***Equipment.*** Complimentary equipment can be rented at no additional charge from the clubhouse with the paid resort fee, as described in the General Provisions.

12. ***Tennis and Pickleball Instruction.*** Except as expressly authorized by the District, tennis and/or pickleball instruction for fees, or solicitation of tennis and/or pickleball instruction for fees, is prohibited.

13. ***Noise.*** The volume of live or recorded music must not violate applicable Polk County noise ordinances, or unreasonably interfere with residents' enjoyment of their homes.

SAND VOLLEYBALL COURT

The following policies apply to the sand volleyball court:

1. ***Play at your Own Risk.*** Play at Your Own Risk. The sand volleyball courts are not supervised during operating hours.

2. ***First Come Basis.*** Courts are available for use by Patrons and Guests only on a first come first serve basis. When other players are waiting, sand volleyball court use should be limited to 1 hour.

3. ***Attire.*** All players shall be dressed in appropriate attire.

4. ***Use.*** The sand volleyball courts are for volleyball only. The sand area is not for other play, use, or purpose.

5. ***Pets.*** Pets, with the exception of service animals, as defined in the General Provisions, are not permitted on the sand volleyball courts at any time.

6. ***Food and Drinks.*** Food and gum are not permitted on the sand volleyball courts. Drinks must be in a non-breakable spill-proof container.

7. ***Operating Hours.*** The sand volleyball courts are open from dawn to dusk only, or as otherwise posted by the Amenity Manager. No one is permitted on the

volleyball courts at any other time unless a specific event is pre-approved and scheduled.

8. ***Furniture.*** No furniture, other than benches already provided, will be allowed on the playing surfaces.

9. ***Equipment.*** Complimentary equipment can be rented at no additional charge from the clubhouse with the paid resort fee, as described in the General Provisions. No tools, recreational equipment, sand toys or sporting equipment beyond that used to play volleyball are permitted on the playing surfaces.

10. ***Volleyball Instruction.*** Except as expressly authorized by the District, volleyball instruction for fees, or solicitation of tennis instruction for fees, is prohibited.

11. ***Noise.*** The volume of live or recorded music must not violate applicable Polk County noise ordinances or unreasonably interfere with residents' enjoyment of their homes.

TURF AREA AND YARD GAMES

The following policies apply to the turf area and yard games:

1. ***Play at your Own Risk***. Play at Your Own Risk. The turf area and yard games are not supervised during operating hours.

2. ***First Come Basis***. Yard games are available for use by Patrons and Guests only on a first come first serve basis. When other players are waiting for a specific yard game, that yard game use should be limited to 1 hour.

3. ***Attire***. All players shall be dressed in appropriate attire, including shoes, at all times.

4. ***Use***. The turf area is for playing and observing the yard games only. The turf area is not for other play, use, or purpose. The yard games include, but are not limited to, bocce ball, mini golf, yard chess, and horseshoes.

5. ***Pets***. Pets, with the exception of service animals, as defined in the General Provisions, are not permitted on the turf area at any time.

6. ***Food and Drinks***. Food is permitted on the picnic tables only. Gum is not permitted on the turf area. Drinks must be in a non-breakable spill-proof container.

7. ***Operating Hours***. The turf area is open from dawn to dusk only, or as otherwise posted by the Amenity Manager. No one is permitted on the turf area at any other time unless a specific event is pre-approved and scheduled.

8. ***Furniture***. No furniture, other than benches and picnic tables already provided, will be allowed on the turf area.

9. ***Equipment.*** Complimentary equipment can be rented at no additional charge from the clubhouse with the paid resort fee, as described in the General Provisions. No tools, recreational equipment, or sporting equipment beyond that used to play the yard games are permitted on the turf area. No equipment associated with the yard games, including bocce balls, mini golf equipment, chess pieces, and horseshoes, shall be taken out of the turf area except to rent and return the equipment to the clubhouse. Equipment rented from the clubhouse shall be returned to the clubhouse after use prior to the closure of the clubhouse on the day of the rental and returned in the same condition it was received in. Equipment shall be used only for its intended purpose.

10. ***Yard Game Instruction.*** Except as expressly authorized by the District, any yard game instruction for fees, or solicitation of any yard game instruction for fees, is prohibited.

11. ***Noise.*** The volume of live or recorded music must not violate applicable Polk County noise ordinances or unreasonably interfere with residents' enjoyment of their homes.

12. ***Skateboards, Strollers, Etc.*** No bicycles, scooters, roller skates, roller blades or skateboards, electric bikes, electric scooters, strollers, wagons or similar uses are permitted on the turf area unless needed for medical purposes.

13. ***Chalking.*** Chalking or marking the turf area is not permitted.

14. ***Clean-Up.*** Patrons and Guests must clean up after themselves and dispose of trash in the appropriate receptacles.

MULTI-PURPOSE FIELD

Our community offers a multi-purpose field. The following policies apply:

1. ***Play at your Own Risk.*** Play at Your Own Risk. The multi-purpose field is not supervised during operating hours.

2. ***First Come Basis.*** The field is available for use by Patrons and Guests only on a first come first serve basis.

3. ***Vehicles.*** No bicycles, scooters, skateboards, or other equipment or vehicles with wheels are permitted on the multi-purpose field.

4. ***Chalking.*** Chalking or marking the field must be approved in advance and proper marking materials must be used.

5. ***Glass Containers.*** No glass containers or breakable objects of any kind are permitted on the field.

6. ***Pets.*** Pets must be kept on leash, and Patrons and Guests must pick up and dispose of pet waste in appropriate receptacles.

7. ***Equipment.*** Patrons are responsible for bringing their own equipment.

8. ***Golfing.*** Golfing is not permitted on the field.

9. ***Sports Instruction.*** Except as expressly authorized by the District, sports instruction for fees, or solicitation of sports instruction for fees, is prohibited.

10. ***Noise.*** The volume of live or recorded music must not violate applicable Polk County noise ordinances, or unreasonably interfere with residents' enjoyment of their homes.

EVENT LAWN, PATIO, PICNIC AREAS, AND OUTDOOR AREAS

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

1. ***First Come Basis.*** The pool side cabanas are available for use by Patrons and Guests by reservation only. The event lawn and patio areas may only be reserved for a program or event approved by the District.

2. ***Vehicles.*** No bicycles, scooters, skateboards, or other equipment or vehicles with wheels are permitted.

3. ***Skateboards, Etc.*** Bikes, rollerblades, skateboards and equipment with wheels are prohibited.

4. ***Chalking.*** Chalking or marking the outdoor areas must be approved in advance and proper marking materials must be used.

5. ***Pets.*** Pets must be kept on leash and Patrons must pick up and dispose of pet waste in appropriate receptacles.

6. ***Equipment.*** Patrons and Guests are responsible for bringing their own equipment. The Amenities staff may have some equipment available for sign out on a first come first serve basis.

7. ***Noise.*** Amplified sound systems and DJs are prohibited unless it is pre-approved by the District for an approved program, event or rental. The volume of live or recorded music must not violate applicable Polk County noise ordinances, or unreasonably interfere with residents' enjoyment of their homes.

8. ***Clean-Up.*** Patrons and Guests must clean up after themselves and dispose of trash in the appropriate receptacles.

LAKE OR POND AREAS

The lakes and ponds throughout the community are not designed for swimming, fishing, or boating. We ask that you respect your fellow landowners and access the ponds through the proper access points. The District has a no fishing policy in all of the ponds. The ponds are not intended for recreational activities, 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 following additional guidelines apply:

1. Please be respectful of the privacy of the residents living near the ponds.
2. Parking along the county right of way or on any grassed area near the ponds is prohibited.
3. Do not leave personal property unattended.
4. Do not leave any litter.
5. Beware of wildlife, water moccasins and other snakes, alligators, snapping turtles, birds and other wildlife which may pose a threat to your safety are commonly found in stormwater management facilities in Florida. Wildlife may not be fed. Wildlife may neither be removed from nor released into the ponds; notwithstanding the foregoing, nuisance alligators posing a threat to the health, safety and welfare may be removed by a properly permitted and licensed nuisance alligator trapper, in accordance with all applicable state and local laws, rules, ordinances and policies including but not limited to rules promulgated by the Florida Fish and Wildlife Conservation Commission ("FWC"). Anyone concerned about an alligator is encouraged to call FWC's toll-free Nuisance Alligator Hotline at 866-FWC-GATOR (866-392-4286).
6. Fishing is prohibited in all ponds on District property.
7. Swimming is prohibited in all ponds on District property.
8. No watercrafts of any kind are allowed in any of the ponds on District property.
9. No pipes, pumps or other devices used for irrigation, or the withdrawal of water shall be placed in or around the ponds, except by the District.
10. No foreign materials may be disposed of in the ponds, including, but not limited to tree branches, paint, cement, oils, soap suds, building materials, chemicals, fertilizers, or any other material that is not naturally occurring or which may be detrimental to the pond environment.

11. Any hazardous conditions concerning the ponds must immediately be reported to the District Manager and the proper authorities.

PLAYGROUND AND TOT LOTS

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

1. Play at your Own Risk. The playground is not supervised during operating hours.
2. Patrons and Guests may use the playgrounds and tot lots at their own risk.
3. The playground areas are intended for children between five (5) and twelve (12) years old.
4. Adult (meaning an individual aged eighteen (18) years or older) supervision is required for children under the age of twelve (12) years old. Children must remain in the sight of parents and/or guardians. All children are expected to play cooperatively with other children.
5. Proper footwear is required and no loose clothing, especially with strings, should be worn.
6. 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.
7. No food, drinks, or gum are permitted at the playground.
8. No animals, besides service animals as defined in the General Provisions, are permitted at the playground.
9. No glass containers are permitted at the playground.
10. No jumping off from any climbing bar or platform.
11. Profanity, rough-housing, and disruptive behavior are prohibited.
12. If anything is wrong with the equipment or someone gets hurt, notify the Amenity Manager and District immediately.

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 Household. 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.

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 said Patron, Guest or other person and any of his or her Guests or invitees and any members of his or her Household shall indemnify, defend, release, hold harmless and forever discharge the District and its 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 attorneys' fees, paralegal fees, costs and other expenses for investigation and defense and in connection with, among other proceedings, alternative dispute resolution, mediation, trial court and appellate proceedings), and harm of any kind or nature arising out of or in connection with his or her participation in the Activities, regardless of determination of who may be wholly or partially at fault.

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 attorneys' fees, paralegal fees, costs and other expenses for investigation and defense and in connection with, among other proceedings, alternative dispute resolution, mediation, trial court, and appellate proceedings.

The waiver of liability contained herein does not apply to any grossly negligent act by the Indemnitees.

For purposes of this section, the term "Activities" means 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, including any use of District property or the Amenities whatsoever.

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 statutes or law.

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.

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.

ATTACHMENT A: Registration Form
ATTACHMENT B: Consent and Waiver Agreement
ATTACHMENT C: Rental Application

ATTACHMENT A
Registration Form

A specific registration form will be provided for each event.

ATTACHMENT B
Consent and Waiver Agreement

Solterra Resort Community Development District
Consent and Waiver Agreement

Thank you for using the Solterra Resort 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 a clubhouse, fitness center, swimming pool, tennis 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 amenities rules and policies, 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 for 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 Household.

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.

Rules and Policies

Participant agrees to read and comply with the written rules and 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 A MINOR CHILD, I FURTHER CERTIFY THAT I AM THE PARTICIPANT'S PARENT AND/OR LEGAL GUARDIAN AND THAT I AM LEGALLY AUTHORIZED TO SIGN THIS AGREEMENT ON BEHALF OF THE PARTICIPANT.

Participant Name: _____

Participant Signature: _____
(if Participant is 18 years of age or older)

Date: _____

Parent/Guardian Name: _____
(if Participant is a minor child)

Parent/Guardian Signature: _____
(if Participant is a minor child)

Date: _____

Address: _____
_____

Phone Number (home/cell): _____
Phone Number (alternate): _____

Emergency Contact (Print Name): _____
Emergency Contact Phone Number: _____

PRIVACY NOTICE: Under Florida's Public Records Law, Chapter 119, Florida Statutes, the information you submit on this form may become part of a public record. This means that, if a citizen makes a public records request, we may be required to disclose the information you submit to us. Under certain circumstances, we may only be required to disclose part of the information submitted to us. If you believe that your records may qualify for an exemption under Chapter 119, Florida Statutes, please notify the District Manager.

ATTACHMENT C
Rental Application

SOLTERRA RESORT COMMUNITY DEVELOPMENT DISTRICT
PATRON – AMENITIES RENTAL APPLICATION

Today's Date: ___/___/_____ Event Date: ___/___/_____

Amenity Requested for Rental (check box):

- ☐ Clubhouse
- ☐ Outdoor covered patio area
- ☐ Multi-purpose field

Type of Event: _____
Maximum Number of People Attending: _____
Patron Name: _____
Patron Address: _____
Patron Phone Number: _____
Patron Email Address: _____

****RESPONSIBILITY FOR THE RENTAL AND ALL DAMAGES ARE THE LIABILITY OF THE PATRON****

CHECKS / MONEY ORDERS MUST BE WRITTEN TO: SOLTERRA RESORT CDD
****ALL NSF & CHECKS RETURNED FOR ANY REASON WILL RESULT IN ADDITIONAL FEES PER RETURNED CHECK****

FOR OFFICE USE ONLY:

Deposit: Check # _____ Amount: _____
Employee: _____

Rental: Check # _____ Amount: _____
Employee: _____

Driver's License Number: _____ STATE: _____

Were there damages / rental issues? YES: ____ NO: ____
If yes, describe issues: _____
_____

If no, date deposit check refund requested: ____/____/_____
Request by: _____

PART 3: Amenities Disciplinary Rule

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

In accordance with Chapters 190 and 120 of the Florida Statutes, and on _____ ___, 2025, at a duly noticed public meeting and after a duly noticed public hearing, the Board of Supervisors of the Solterra Resort Community Development District adopted the following rules to govern disciplinary matters at the District's amenities.

1. **Introduction.** This rule addresses disciplinary measures governing the use of the amenities owned and managed by the Solterra Resort Community Development District.

2. **General Rule.** All persons using the District's Amenities and entering District properties are responsible for compliance with, and shall comply with, the rules and policies established for the safe operations of the District's Amenities.

3. **Suspension of Rights.** The District, through its Board of Supervisors ("Board"), District Manager, and Amenity Manager shall have the right to restrict or suspend, and after a hearing as set forth herein, terminate the Amenities access of any person, including but not limited to Patrons and members of their household and their Guests, to use all or a portion of the Amenities for any of the following acts (each, a "Violation"):

a. Submits false information on any application for use of the Amenities, including but not limited to facility rental applications; or
b. Fails to abide by the terms of rental applications; or
c. Permits the unauthorized use of an Amenity Pass or otherwise facilitating or allowing unauthorized access to or use of the Amenities; or
d. Exhibits inappropriate behavior, deportment or appearance; or
e. Fails to pay amounts owed to the District in a proper and timely manner (with the exception of special assessments); or
f. Fails to abide by any District rules or policies, including but not limited to any policies governing the use of the pool; or
g. Treats the District's supervisors, staff, amenities management, contractors, or other representatives, or other residents or guests, in an unreasonable or abusive manner; or
h. Damages, destroys, or renders inoperable or interferes with the operation of District property, Amenities, or other tangible property located on District property; or

i. Fails to reimburse the District for damaged to Amenities or property damaged by such person, or a minor for whom the person has charge, or a Guest; or
j. 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; or
k. Commits or being alleged, in good faith, to have committed a crime on District property that leads the District to reasonably believe the health, safety or welfare of the District, District staff, contractors, representatives, landowners, Patrons or Guests is likely endangered; or
l. Engaging in another Violation after a verbal warning has been given by staff; or
m. Such person's Guest or a member of their household committing any of the above Violations.

Notwithstanding the foregoing, any time a user of the Amenities is arrested for an act committed, or allegedly committed, while on District property, or violates the District's rules and policies in a manner that, in the discretion of the Amenity Manager, District Manager, and/or District staff upon consultation with one Board member, justifies suspension beyond the guidelines set forth herein, such offender(s) shall have all amenity privileges immediately suspended until the next Board of Supervisors meeting. In particular situations that pose a long-term or continuing threat to the health, safety and welfare of the District and its residents and users, permanent termination of Amenities privileges may be warranted and considered.

4. **Procedures for Termination or Suspension of Amenity Privileges.**

a. **<u>Suspension and/or Termination Procedures</u>**
   i. ***First Violation*:** Verbal warning by Amenities staff and suspension from the Amenities for up to seven (7) days from the commencement of the suspension. Violations that result in any suspension period shall be recorded by Amenities staff, signed by the individual offender(s), and held on file at the District's clubhouse.
   ii. ***Second Violation*:** Automatic suspension of all Amenities privileges for up to thirty (30) days from the commencement of the suspension, with the preparation by Amenities staff of a written report to be signed by the individual offender(s), filed at the District's clubhouse, and with notification to the Board.
   iii. ***Third Violation*:** Suspension of all Amenities privileges for up to one (1) calendar year. Such suspension shall run to the next regular meeting of the Board of Supervisors. At said meeting, the record of all previous Violations will be presented to the Board for recommendation of termination of the offender(s) privileges for up to one (1) calendar year. The length of the suspension is in the discretion of the Board and may be

for more or less than one (1) year, depending on the nature of the Violation(s).

b. Each Violation shall expire one (1) calendar year after such Violation was committed, except in cases of egregious behavior that, in the discretion of the Board, may warrant a longer or even permanent suspension. After the expiration of one (1) year, or longer as provided for herein, the number of Violations on record for such offender(s) shall be reduced by one (1) Violation. For example, if a First Violation is committed on February 1 and a Second Violation is committed on August 1, there will be two Violations on record until February 1 of the following year, at which time the First Violation will expire, and the Second Violation will thereafter be considered a First Violation until it expires on the following August 1. The provisions of this paragraph shall not at any time serve to reduce any suspensions or terminations, which may have been imposed prior to the expiration of any Violations.

c. Notwithstanding the foregoing, any time a user of the Amenities is arrested for an act committed, or allegedly committed, while on the premises of the Amenities, or violates these Policies in a manner that, in the discretion of the District Manager or Amenity Manager upon consultation with either the Chairperson or Vice Chairperson of the District's Board of Supervisors, justifies suspension beyond the guidelines set forth above, such offender(s) shall have all Amenities privileges immediately suspended until the next Board of Supervisors meeting. At the Board meeting, the Board will be presented with the facts surrounding the arrest or Violation and the Board may make a recommendation of suspension or termination of the offender(s) privileges, which suspension or termination may include members of the offender(s) household and may, upon the First Offense, equal to or exceed one (1) year. In situations that pose a long term or continuing threat to the health, safety and welfare of the District and its residents and Patrons, Guests, and users, permanent termination of Amenities privileges may be considered and warranted.

d. **Initial Hearing Procedures**

i. If a person's Amenities privileges are suspended, as referenced in this Section 4, such person shall be entitled to a hearing at the next regularly scheduled Board meeting that is at least eight (8) days after the initial suspension, as evidenced by the date of notice sent by certified electronic or other mail service or as soon thereafter as a Board meeting is held if the meeting referenced in the letter is canceled, during which both District staff and the person subject to the suspension shall be given the opportunity to appear, present testimony and evidence, cross examine witnesses present, and make arguments. The Board may also

ask questions of District staff, the person subject to the suspension, and witnesses present. All persons are entitled to be represented by a licensed Florida attorney at such hearing if they so choose. Any written materials should be submitted at least seven (7) days before the hearing for consideration by the Board. If the date of the suspension is less than eight (8) days before a Board meeting, the hearing may be scheduled for the following Board meeting at the discretion of the person subject to the suspension.

ii. The person subject to the suspension may request an extension of the hearing date to a future Board meeting, which shall be granted upon a showing of good cause, but such extension shall not stay the suspension.

iii. After the presentations by District staff, witnesses and the person subject to the suspension, the Board shall consider the facts and circumstances and determine whether to lift or extend the suspension or impose a termination. In determining the length of any suspension, or a termination, the Board shall consider the nature of the conduct, the circumstances of the conduct, the number of rules or policies violated, the person's escalation or de-escalation of the situation, and any prior Violations and/or suspensions.

iv. The Board shall also determine whether an Administrative Reimbursement is warranted and, if so, set the amount of such Administrative Reimbursement.

v. The Board shall also determine whether a Property Damage Reimbursement is warranted and, if so, set the amount of such Property Damage Reimbursement. If the cost to clean, repair and/or replace the property is not yet available, the Property Damage Reimbursement shall be fixed at the next regularly scheduled Board meeting after the cost to clean, repair, and/or replace the property is known.

vi. After the conclusion of the hearing, the District Manager or his/her designee shall mail a letter to the person suspended identifying the Board's determination at such hearing.

vii. Any suspension or termination of Amenities privileges may be appealed to the Board of Supervisors for reversal or reduction in accordance with the provisions of Section 6 of this Amenities Disciplinary Rule ("Rule").

5. **Administrative Reimbursement; Property Damage Reimbursement; Automatic Extension of Suspension for Non-Payment.**

a. **<u>Administrative Reimbursement</u>.** The Board may, in its discretion, require payment of an administrative reimbursement of up to One Thousand Dollars ($1,000) in order to offset the actual legal and/or administrative expenses incurred by the District as a result of a Violation ("Administrative Reimbursement"). Such Administrative Reimbursement shall be in addition to any suspension or termination of Amenity Facility access, any applicable legal

action warranted by the circumstances, and/or any Property Damage Reimbursement (defined below).

b. **Property Damage Reimbursement.** If damage to District property or Amenities occurred in connection with a Violation, the person or persons who caused the damage, or the person whose guest caused the damage, or the person who has charge of a minor that caused the damage, shall reimburse the District for the costs of cleaning, repairing, and/or replacing the property ("Property Damage Reimbursement"). Such Property Damage Reimbursement shall be in addition to any suspension or termination of Amenities access, any applicable legal action warranted by the circumstances, and/or any Administrative Reimbursement.

c. **Automatic Extension of Suspension for Non-Payment**. Unless there is an affirmative vote of the Board otherwise, no suspension or termination will be lifted or shall expire until all Administrative Reimbursements and Property Damage Reimbursements have been paid to the District. If an Administrative Reimbursement or Property Damage Reimbursement is not paid by its due date, the District reserves the right to request surrender of, or to deactivate, all Access Passes associated with the associated address within the District until such time as the outstanding amounts are paid.

6. **Appeal of Board Suspension.** After the hearing held by the Board required by Section 4 of this Rule, a person subject to a suspension or termination may appeal the suspension or termination, or the assessment or amount of an Administrative Reimbursement or Property Damage Reimbursement, to the Board by filing a written request for an appeal ("Appeal Request"). The filing of an Appeal Request shall not result in the stay of the suspension or termination. The Appeal Request shall be filed within thirty (30) calendar days after mailing the notice of the Board's determination as required by Section 4(d), above. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt by the District. Failure to file an Appeal Request shall constitute a waiver of all rights to protest the District's suspension or termination and shall constitute a failure to exhaust administrative remedies. The District shall consider the appeal at a Board meeting and shall provide reasonable notice to the person of the Board meeting where the appeal will be considered. At the appeal stage, no new evidence shall be offered or considered. Instead, the appeal is an opportunity for the person subject to the suspension or termination to argue, based on the evidence elicited at the hearing, why the suspension or termination should be reduced or vacated. The Board may take any action deemed by it in its sole discretion to be appropriate under the circumstances, including affirming, overturning, or otherwise modifying the suspension or termination. The Board's decision on appeal shall be final.

7. **Authority of Amenity Manager.** The Amenity 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 or if in his/her reasonable discretion it is the District's best interests to do so. The Amenity 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 (and his/her Household's) privileges to use any or all of the Amenities for a period not to exceed seven (7) days.

8. **Authority of District Manager.** The District Manager may at any time restrict, suspend, or terminate for cause or causes, including but not limited to those described above, any person's (and his/her Household's) privileges to use any or all of the District Amenities for any period of time. Any such person shall have the right to appeal the imposition of the restriction, suspension, or termination before the Board of Supervisors as outlined in Section 6 of this Rule.

9. **Enforcement of Penalties/Fines.** For any of the reasons set forth above, the District shall additionally have the right to impose a fine up to the amount of $1,000 – in addition to any amounts for damages – and collect such fine, damages, and attorneys' fees as a contractual lien or as otherwise provided pursuant to Florida law.

10. **Legal Action; Criminal Prosecution.** If any person is found to have committed any of the infractions noted above, such person may additionally be subject to legal enforcement or other legal action, civil or criminal in nature. If a person subject to suspension or termination is found at the Amenities, such person will be subject to arrest for trespassing. If a trespass warrant is issued to a person by a law enforcement agency, the District has no obligation to seek a withdrawal or termination of the trespass warrant even though the issuance of the trespass warrant may effectively prevent a person from using the District's Amenities after expiration of a suspension imposed by the District.

11. **Severability.** If any section, paragraph, clause, or provision of this Rule shall be held to be invalid or ineffective for any reasons, the remainder of this Rule shall continue in full force and effect, it being expressly hereby found and declared that the remainder of this Rule would have been adopted despite the invalidity or ineffectiveness of such section, paragraph, clause, or provision.

Part 4: Operation Plan

Hours of Operations: Hours to be set and mutually agreed upon by Amenity Manager and the District Board of Supervisors. Hours will be published.