

Lake St. Charles Community Development District Rules and Policies for Amenity Usage

Resident Name: _____ Date Issued: _____

Home Owner: Y / N (If not a homeowner, the Home Owner Release Form must be on-file)

Phone: _____

Lease Expiration Date _____ Replacement Cards / Renters Access Card Fee is \$15

Address: _____

DOB (If Under 18): _____ Parking Sticker _____

Email: _____

Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity or provide us with an email address to use for correspondence with you.

Access cards can be issued to Lake St. Charles District residents and minors between twelve (12) & eighteen (18) years of age. You are responsible for your issued access card. Lending your access card to any other person will result in immediate deactivation. Issued access cards have a photo of the cardholder for identification. If you misplace or lose your access key card, contact the Clubhouse Office at (671-8339) immediately to deactivate the key card. There is \$15.00 fee for replacement access cards for lost and/or damaged access cards. Unauthorized use of access card may result in deactivation.

It is prohibited for access cardholders to give their Access Cards to Any Person for Any Reason. Use of access card is for entry to District Facilities by Lake St. Charles residents and there accompanied family & guests.

Parking Rules

1. Per Board Motion M03-06-2012-05, parking stickers are required to park in all Lake St. Charles CDD parking areas including, Clubhouse parking lot and Colonial Lake Drive cul-de-sac at the park.
2. Parking is only allowed on designated parking spaces, located at the clubhouse and Colonial Lake Drive cul-de-sac at the park.
3. No parking is allowed in the Waterton Drive cul-de-sac.
4. Guests of residents who park in the Lake St. Charles CDD parking areas are required to obtain a temporary parking permit from the clubhouse during posted office hours or from a pool monitor, if on duty.
5. Violators will be towed, according to Lake St. Charles CDD towing policy.
6. The District assumes no liability to vehicles and/or property parked or abandoned on District property.

Pool Rules

1. The pool and hot tub are open from 6:00 am until 10:00 pm.
2. Showering is mandatory before use of the pool facilities.
3. Use of towels is mandatory while using pool furniture.
4. No glass or animals in the fenced pool area.
5. No food or beverages allowed in the pool or on the wet deck
6. Food and beverages must remain behind the painted line on the pool deck.
7. No trespassing. Use of pool is limited to Lake St. Charles residents or authorized user with proper identification. Proof of residency is required.
8. Pool users may be asked to provide access card for picture ID verification. If the picture ID does not match, the access card will be confiscated and access will be disabled from the card.
9. Management, Facility Monitor, and/or Pool Monitors reserve the right to refuse admittance, to eject from the pool premises, or suspend pool privileges of any person or family.
10. Each household is permitted to have up to five (5) guests at the pool, but must accompany their guest at all times.
11. Resident minors ages twelve (12) through eighteen (18) are permitted two (2) guests per household when using the pool.
12. Children under the age of 12 must be accompanied by an adult at all times while using the pool facilities.
13. Toddlers and babies not toilet trained must wear a swim diaper. Parents are responsible for ensuring that their children do not urinate or defecate in the pool. Any parent or person found to allow pool contamination will be charged \$100 for the pool fecal cleanup service call to treat the pool.
14. Proper swimming attire must be worn while using the pool facilities (T-shirt allowed over swimming attire). No T-

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back/thongs allowed.

15. No alcohol or smoking is allowed in the pool facilities.
16. Alcohol consumption on any District grounds by resident and/or guest will result in an immediate 3- month deactivation of access card and a \$25 reactivation fee.
17. Smoking in the pool area will result in immediate 7 day deactivation of access card and a \$25 reactivation fee.
18. Do not swallow the water or spit or spout into the pool.
19. Person's ill with diarrhea cannot enter the pool, spa, or wade pool per Florida Department of Health.
20. No running, rough housing, chicken fighting, boisterous or rough play, or excessive noise allowed.
21. Radios brought to the pool shall be kept at reasonable volumes in consideration of others using the pool facilities.
22. No bicycles, skateboards, or other wheeled items deemed inappropriate by the clubhouse staff are allowed on the pool deck.
23. No throwing any type of toys, balls, or water balloons in pool facility.
24. No flotation devices that interfere with the use or enjoyment of the facilities by others are allowed in the pool at the judgment of the staff
25. Persons having open blisters, cuts, or infectious disease are prohibited from using the pool.
26. Pool furniture shall not be removed from the pool deck area or placed into the swimming pool.
27. Belongings left in the pool facilities after dusk shall be placed in the clubhouse "Lost & Found" for a period of one week. If the items are not claimed they will be discarded.
28. Use of the pool and spa when closed is considered trespassing
29. Be able to provide proof of residency to District staff when using the pool facilities.
30. Do not give anyone unknown to you access to the pool area.
31. Lifeguards will not be present at the pool facilities. All persons using the pool and other clubhouse facilities do so at their own risk.
32. All persons using the pool facilities shall obey the pool capacity requirements as defined by Hillsborough County Health Department.
33. No charcoal/gas grills allowed in or around the clubhouse or pool facility except for community sponsored events approved by the Board of Supervisors
34. Appropriate physical and verbal behavior must be maintained as this is a family friendly environment. Any inappropriate conduct as determined by management and/or staff may result in immediate expulsion from the facilities and the suspension of access privileges.
35. No hanging/holding onto lap lanes, Damages to lap lanes will incur a fee.

Spa Rules

1. Shower before entering spa
2. Children under 12 must have adult supervision.
3. No food, drink, glass or animals in spa or pool.
4. Pregnant women, small children, people with health problems, and people using alcohol, narcotics, or other drugs that cause drowsiness should not use the spa without first consulting a physician.
5. Do not drink the spa or pool water.
6. Person's ill with diarrhea cannot enter the pool, spa, or wade pool per Florida Department of Health.

Kid Pool Rules

1. Children must be supervised by an adult at all times.
2. Kid pool is for use by children under the age of 10 accompanied by an adult.
3. Toddlers and babies not toilet trained must wear a swim diaper. Supervising adults are responsible for ensuring that their children do not urinate or defecate in the pool. Failure to prevent contamination will result in a \$100 fee for the pool fecal cleanup service call to treat the pool.
4. Person's ill with diarrhea cannot enter the pool, spa, or wade pool per Florida Department of Health.

Clubhouse Rentals

1. Only District Residents can rent the Clubhouse unless approved by the Board of Supervisors.
2. Alcohol on premise during a clubhouse rental is strictly prohibited and will result in forfeiture of the entire \$300 deposit.
3. Clubhouse reservations are taken on a first come first serve basis. Payment of \$55 for half day rentals or \$85 for full day rentals and a \$300 deposit must be collected before scheduling of clubhouse rental.
4. Rental fee and deposit are to be made by certified funds, such as cash, credit/debit cards, cashier's check or money order. The District does not accept personal checks.
5. Non-payment of any fines assessed due to clubhouse rental rule non-compliance will result in the deactivation of the resident's personal access card. A \$25 reactivation fee will apply.
6. Resident renting clubhouse will need to be present for the entire rented timeframe and supervise all guests and minors at all times.
7. The use of the pool facilities/furniture is NOT included in the rental of the clubhouse.

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8. Clubhouse furniture shall not be removed from clubhouse at any time.
9. No Fog/Smoke machines allowed in or around clubhouse or pool facility.
10. No charcoal/gas grills allowed in or around the clubhouse or pool facility except for community sponsored events approved by the Board of Supervisors.
11. Your reserved rental time includes both set up and cleans up times.
12. Renters may arrive anytime after specified starting time and must leave by end of reserve time. Note your access card will not work outside of the rental time.
13. The facility shall be left in the same condition it was found prior to the event. See clubhouse rental check out form for non-compliance fees.
14. No animals allowed in Clubhouse except for service animals.
15. Renter must supply all kitchen and cleaning supplies.
16. No glitter or confetti is allowed in the clubhouse facility. If tape is used, it must be removed completely from all surfaces. No nails or holes in the walls permitted.
17. If helium balloons are used they must be weighted down.
18. Renter shall agree to give notice of cancellation at least 15 days in advance or resident's rental check for \$55.00/\$85.00 will be forfeited.
19. Clubhouse rentals are for private parties. We ask the renter to not allow non-invitees access through the clubhouse into the pool deck area. All non-invitees should access the pool deck through the pool gates on either side of the clubhouse.
20. No wet bathing suits are permitted inside the clubhouse.
21. If the in-house smoke alarm is set off during a rental, any and all charges will be the responsibility of the resident renting the clubhouse.
22. If the security alarm is set off during a rental, there will be an automatic \$50 deduction from the renters' deposit.
23. Failure to uphold any portion of the Clubhouse Agreement Form may result in forfeiture of \$300 deposit plus any cost incurred in excess of the deposit amount.
24. Lake St. Charles CDD has a NO SOLICITATION policy. Any clubhouse rental for the purpose of selling merchandise EXCLUDES solicitation of residents using District facilities.
25. General Liability insurance will need to be provided for third party vendors. Ex: bounce houses

Dog Park Rules

1. Use of Dog Parks is at your own risk and your dogs; liability waivers apply.
2. Dog Parks is limited to resident and resident guest pets only.
3. Dog waste cleanup stations are provided for your convenience. Please pick up after your pets.
All applicable conditions of the Hillsborough County Animal Ordinance 00-26 as amended by Ordinance 03-8 apply.

District Dock and Boat Launch Rules

1. Use of lake, docks, nature path and park is limited to Lake St. Charles residents or authorized users.
2. Unauthorized users will be considered trespassers and may be prosecuted for such offense.
3. Use of the park, lake, docks and nature path is at your own risk.
4. No alcoholic beverages permitted on any CDD property.
5. No weapons of any kind on CDD property, except as permitted by law.
6. No unauthorized motorized vehicles allowed in the park or on the asphalt trail.
7. Only electric "trolling" motor boats or devices allowed on the lakes and ponds. Gasoline-powered boats or devices are prohibited on all lakes and ponds
8. There shall be no use of the lake area and lake, except natural recreational uses which do not injure or scar the lake area or lake, increase the cost of maintenance thereof, or cause unreasonable embarrassment, disturbance or annoyance to owners in their enjoyment of their private areas, or in their enjoyment of the lake area.
9. No swimming or wading in the lake or ponds
10. No diving or jumping off of the dock
11. Pets must be on a leash at all times except in Dog Park.
12. All pet waste must be removed by owner.
13. No fires are permitted.
14. Maximum of (5) five guests per household in District common areas.

Park and Nature Path Rules

1. Use of the park, lake, docks and nature path is limited to Lake St. Charles residents or authorized users. Unauthorized users will be considered trespassers and may be prosecuted for such offense.
2. Use of the park, lake, docks and nature path is at your own risk.
3. Maximum of (5) five guests per household in district common areas.
4. Pets must be on a leash at all times except in Dog Park.
5. All pet waste must be picked up and properly disposed of by owner.
6. No alcoholic beverages permitted.
7. No unauthorized motorized vehicles allowed in the park or on the asphalt trail.
8. No fires are permitted.

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9. No weapons of any kind as permitted by law.
10. Plant or animal removal, destruction or harassment is prohibited.
11. No parking at the cul-de-sac on Waterton.
12. Overnight camping and large inflatable devices are prohibited, unless approved by the LSC CDD Board of Supervisors.
13. No dumping of yard waste and / or trash on any District property.

Tennis Court Rules

1. Tennis Courts are open from 7:00AM to 9:30 PM.
2. Per Article VI, Section 30 of the Lake ST. Charles HOA Master Declarations, "Lighting of the tennis courts is prohibited after 9:30 PM on any evening until the following sunrise."
3. Each household is permitted to have up to five (5) guests at the tennis courts, but must accompany their guest at all times.
4. Resident minors ages twelve (12) through eighteen (18), are permitted two (2) guests per household when using the tennis court.
5. No rollerblades, skateboards, scooters or bicycles on tennis courts. Courts are to be used for tennis and pickle ball only.

Basketball Court Rules

1. Each household is permitted to have up to five (5) guests at the tennis courts, but must accompany their guest at all times.
2. No rollerblades, skateboards, scooters or bicycles on basketball courts. Courts are to be used for basketball only.

General District Rules and Policies Lake St. Charles Amenity Usage

1. These rules are intended to ensure the continued operation and maintenance of the District's facilities and protect the health, safety and welfare of the District's residents, guests and authorized users of District facilities. Residents issued an access card must comply with all District rules.
"Resident" shall be defined as a homeowner, lessee, tenant or roommate who resides in a home within the District.
2. "Household" shall be defined as all residents and authorized occupants (including but not limited to family members, children, and roommates) residing within a home within the District.
3. "Guest" shall be defined as person's visiting a resident. Who must be accompanied by the resident at all times when using District facilities or having a valid District guest pass.
4. Applicants for Access Cards must provide proof that they are a resident within Lake St. Charles. The access card issued will have a photo id of the cardholder for identification.
5. Each application will be checked against the District's roster for residency.
6. Residents and their minor children over the age of twelve (12) are eligible to receive an access card.
7. Resident minors ages twelve (12) through eighteen (18), must have their own access cards if using facilities without being accompanied by a resident adult.
8. Resident minors ages twelve (12) through eighteen (18), must be accompanied by an adult resident in order to be issued an access key card.
9. If a resident is a lessee or tenant, the homeowner must sign the Lake St. Charles Community Development District Landlord/Tenant Agreement before access cards can be issued and upon renewal.
10. Lessee or tenant will need to provide \$15 per access card issued. During registration and for every renewal thereafter.
11. Copy of signed lease is required for new access card issuance and for renewals.
12. Access cards will only be issued to lessee or tenants named on the lease.
13. Lessee's or tenant's access card will be deactivated at the end of the rental lease agreement.
14. Roommates of residents will be issued access cards if accompanied by the resident.
15. Residents may have a maximum of two (2) cards issued to roommates at any one time.
16. Replacement Cards for lost and/or damaged cards will cost \$15.00 each
17. Residents are requested to visibly wear the District's access cards when using park, nature path and docks, and to have access cards readily available in the pool deck area, tennis courts and basketball courts or other community facilities. Residents using facilities without visible access cards may be asked for alternate verification of residency by District staff, pool area staff in uniform, private security officer and/or local law enforcement officer.
18. Non-residents using District facilities who are not guests will be considered trespasser.
19. Each household is permitted to have up to five (5) guests at the tennis court and pool.
20. Each household is permitted to have up to five (5) guests in the District's common areas.
21. Resident minors ages twelve (12) through eighteen (18), are permitted two (2) guests per household when using the tennis court and pool and five (5) guests when using the District's common areas.
22. Guests who have not been issued an active guest pass must be accompanied by a resident at all times when using District facilities.
23. Guests can be issued their own access card if they qualify for a guest pass. A \$15.00 deposit for each guest pass card will be required. The deposit will be forfeited for all guest cards not returned within 10 days of the guest's expiration date.

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- 24. Security camera recordings of vandalism, property destruction or rule-breaking will automatically result in disabling card access to the District’s facilities including the pool and may result in criminal prosecution.
- 25. Trespassers will be issued a trespass warning for the first offense and prosecuted as allowable under the law for subsequent offenses.
- 26. No illegal activity may be conducted within any District properties or facilities. Violators will be prosecuted.
- 27. All deactivated cards are the property of the LSC CDD.
- 28. No dumping of yard waste and / or trash on any District property.
- 29. Lending your access card to any other person will result in immediate deactivation. A \$25 reactivation fee will apply.
- 30. Access card fees, rental fees and deposits are to be made by certified funds, such as cash, credit/debit cards, cashier’s check or money order. The District does not accept personal checks.
- 31. Failure to follow the District rules may result in the revocation of District facility privileges and the deactivation of the resident’s and household’s access cards.
- 32. Offense schedule is as followed:
 - 1st Offense:** Written notice to offending resident’s household with a 7 days suspension on offending resident’s access card and a \$25 reactivation fee.
 - 2nd Offense:** Written notice to offending resident’s household with 14 days suspension on offending resident’s access card and \$50 reactivation fee.
 - 3rd Offense:** Written notice to offending resident’s household with suspension until Board of Supervisors reinstatement (on all household access cards) and \$75 reactivation fee per card. With an amount not to exceed \$150
- 33. All written notices for rule non-compliance will be permanently on file.

Failure to follow the above guidelines may result in the revocation of your facility privileges and deactivation of residents’ and households’ access cards.

Security camera recordings of vandalism, property destruction or rule-breaking will automatically result in disabling card access to the District’s facilities including the pool and may result in criminal prosecution.

The District may at any time, restrict or suspend guest card holder’s privileges to use any or all of the amenity facilities when such action is necessary to protect the health, safety and welfare of other residents and their guests or to protect the District’s facilities from damage.

The Lake St. Charles Community Development District and Lake St. Charles Board of Supervisors reserves the right to add and/or modify this policy when necessary. Lake St. Charles Community Development District shall not be liable to any resident if access to the District’s facilities is limited, restricted, suspended or denied.

ACCEPTANCE

I, _____ acknowledge receipt of the Access Key Card identified above and I further acknowledge the waiver as set forth below and agree to its terms. I have also read and agree to abide by the above mentioned terms, policies and rules. I also understand that I am financially responsible for any damages caused by me or my household and those damages resulting from the loss or theft of my Access Key Card. I understand that my key card may be deactivated at any time if I fail to follow these rules and regulations.

Resident Signature (parent or guardian signature if under 18)

Date

Resident Waiver:

I understand that the Lake St. Charles Community Development District, and its agents, supervisors, officers, directors, employees and staff assume no responsibility for injuries or illness that I and/or my guests may sustain as a result of my

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physical condition or resulting from my participation in any activities: sports, use of the pool, use of the playground or use of any District amenity. I and/or my guests expressly acknowledge on behalf of myself and my heirs that I and/or my guests assume the risk for any and all injuries and illness that may result from my participation in these activities. I and/or my guests hereby release and discharge Lake St. Charles Community Development District, its agents, supervisors, officers, directors, employees, and staff from any claims for injury, illness, death, loss or damage that I may suffer as a result of my participation in these activities. I and/or my guests understand that Lake St. Charles Community Development District is not responsible for personal property lost or stolen from the amenity facilities.

Resident Signature

Date

Lake St. Charles Representative