



**Country Walk
Community Development District**

Amenity Facilities Policies

**Country Walk Clubhouse
30400 Country Point Blvd.
Wesley Chapel, Florida 33543
p. 813.991.6102 (Office)
f. 813.991.6127**

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TABLE OF CONTENTS

I.	HOURS OF OPERATION	1
II.	DEFINITIONS.....	1
III.	ENFORCEMENT AND AMENDMENT FACILITIES POLICIES	2
IV.	USE OF AMENITY FACILITIES IS AT PATRONS' OWN RISK	3
V.	NON RESIDENT ANNUAL USER FEE	3
VI.	FACILITY ACCESS	3
VII.	RENTER'S PRIVILEGES	4
VIII.	GUEST POLICY.....	4-5
IV.	GENERAL PROVISIONS.....	5-6
X.	INDEMNIFICATION.....	6-7
XI.	DAMAGE TO PROPERTY OR PERSONAL INJURY.....	7
XIII.	GENERAL POLICIES FOR ALL SWIMMING AND WADING POOLS.....	8-9
XIV.	AQUATIC TOY AND RECREATIONAL FLOATATION DEVICE POLICY	9
XVI.	COUNTRY WALK FITNESS CENTER POLICIES.....	9-10
XVII.	BASKETBALL, TENNIS, AND PICKLEBALL COURT POLICIES	10-11
XVIII.	MULTI-PURPOSE FIELD USE POLICY	11-12
XIV.	PLAYGROUND POLICIES.....	12
XX.	SUSPENSION AND TERMINATION OF PRIVILEGES.....	12
XXI.	PRIVATE EVENT RENTAL POLICY AND RENTAL FEE	13-15
XXII.	PARKING AND TOWING POLICY.....	15-17
	NON-RESIDENT MEMBER APPLICATION FORM.....	18

I. HOURS OF OPERATION

<u>Amenity Facility</u>	<u>Monday to Saturday Hours</u>	<u>Sunday Hours</u>
Clubhouse	9:00 a.m. to 9:00 p.m.	9:00 a.m. to 7:00 p.m.
Pool	Hours vary throughout the year based on daylight. No later than 8:00 p.m. during summer months.	Hours vary throughout the year based on daylight. No later than 7:00 p.m. at any time during the year.
Fitness Center	4:00 a.m. to 11:00 p.m.	4:00 a.m. to 11:00 p.m.
Playground and Pavilion	Dawn to Sunset	Dawn to Sunset
Multi-Purpose Field	Dawn to Sunset**	Dawn to Sunset**
Dog Park	Dawn to Sunset	Dawn to Sunset
Basketball Court	Dawn to Sunset	Dawn to Sunset
Tennis and Pickleball Courts	Dawn to 10:00 p.m.	Dawn to 10:00 p.m.

*Sunset will be determined at the reasonable discretion of District Staff.

**The District reserves the right to close facility for use by any Patrons for maintenance and for weather-related purposes for reasonable periods of time to be determined at the discretion of the District.

II. DEFINITIONS

“Adult” – shall be considered any person eighteen (18) years of age or older.

“Amenity Facilities” – 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 Country Walk Clubhouse, pool, fitness center, playground and pavilion, multi-purpose field, dog park, basketball court, tennis courts, pickleball court, together with all amenity facilities and areas.

“Amenity Facilities Policies” or “Policies” – shall mean all Amenity Facilities Policies of Country Walk Community Development District, as amended from time to time.

“Amenity Manager or Amenity Staff” – shall mean the management company, including its employees, staff and agents, contracted by the District to manage all Amenity Facilities within the District, which facilities include, but are not limited to, the Country Walk Clubhouse.

“Annual User Fee” – shall mean the fee established by the District for any person that is not a member and wishes to become a Non-Resident Member. The amount of the Annual User Fee is set forth herein, and that amount is subject to change based on Board action, to be taken at the reasonable discretion of the Board.

“Board” – shall mean the Board of Supervisors of the Country Walk Community Development District.

“District” – shall mean the Country Walk Community Development District.

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

“Family” – shall mean a group of individuals living under one roof or head of household. This can consist of individuals who have not yet attained the age of eighteen (18), together with their parents or legal guardians. This does not include visiting relatives, or extended family not residing in the home.

“Guest” – shall mean any person or persons who are invited and accompanied for the day by a Resident, Non-Resident Member, or Renter to participate in the use of the Amenity Facilities as authorized herein.

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

“Non-Resident Member” – shall mean any person or Family not owning property in the District who has completed the Non-Resident Member Application and paid the Annual User Fee to the District for use of all Amenity Facilities.

“Patron” or “Patrons” – shall mean Residents, Non-Resident Members, Renters, and Guests lawfully and properly using the Amenity Facilities in accordance with these Amenity Facilities Policies.

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

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

III. ENFORCEMENT AND AMENDMENT OF AMENITY FACILITIES POLICIES

The Board, the District Manager, and any designated Amenity Staff shall have authority to enforce these Policies. However, the District Manager shall have the authority to waive strict application of any of these Policies when prudent, necessary or in the best interests of the District and its Patrons. A temporary waiver of any Policy by the District Manager shall not constitute a continuous, ongoing waiver of said Policy, and the District Manager shall have the right to enforce all of these policies at any time. The Board may amend these Amenity Facilities Policies when necessary, from time to time. Amenity Staff is authorized to verify that Patrons are authorized to enjoy the Amenity Facilities.

These Amenity Facilities Policies were adopted by the Board per Resolution 2023-04 at a duly noticed public meeting.

IV. USE OF AMENITY FACILITIES IS AT PATRONS' OWN RISK

Patrons lawfully on the premises of the Amenity Facilities are welcome to enjoy the Amenity Facilities at their own risk and pursuant to the District's rules and policies. The District does not provide on-site staff dedicated for the purpose of monitoring the use of the Amenity Facilities or safety of the Patrons. Patrons interested in using the Amenity Facilities are encouraged to consult with a physician prior to commencing a fitness program. The District is not responsible for any injuries from the use of the Amenity Facilities or damage, loss, or theft of personal property.

V. NON RESIDENT ANNUAL USER FEE

The annual fee for Non-Resident use of the Amenity Facilities is \$3,000.00 per family (the "**Annual User Fee**"). The Annual User Fee shall be reviewed and/or amended at the discretion of the Board. Payment of the Annual User Fee includes membership privileges for all Amenity Facilities for one (1) full year from the date of receipt of payment by the District, made payable by electronic means. This fee must be paid in full at the time of the completion of the Non-Resident Member application. Each subsequent annual membership fee shall be paid in full on the anniversary date of application for membership. This membership is not available for commercial purposes.

VI. FACILITY ACCESS

Use of the Amenity Facilities is restricted to Resident's Family, Non-Resident Members and Renter(s) that have been properly designated as the beneficial user(s) of the Resident's membership. A mobile credential is necessary to gain entry to the Amenity Facilities. All Patrons will be required to sign an Amenity Facilities Registration Form. Residents and Renters will be required to show proof of residence or purchase of membership to receive a mobile credential. Non-Resident Members will be required to show proof of membership purchase to receive their mobile credential.

All Patrons must use their mobile credential for entrance to the Amenity Facilities. Patrons must present their mobile credentials when requested by Amenity Staff at any Amenity Facility. Mobile credentials are only to be used by the Patron to whom they are issued.

VII. RENTER'S PRIVILEGES

- (1) Property owners who rent out or lease out their residential unit(s) in the District shall have the right to designate the Renter of their residential unit(s) as the beneficial users of the Resident's membership privileges for purposes of Amenity Facilities use.
- (2) In order for the Renter to be entitled to use the Amenity Facilities, the Renter must acquire a membership with respect to the residence which is being rented or leased. A Renter who is designated as the beneficial user of the property owner's Resident membership shall be entitled to the same rights and privileges to use the Amenity Facilities as all Residents.
- (3) During the period when a Renter is designated as the beneficial user of the membership, the property owner shall not be entitled to use the Amenity Facilities with respect to that membership, unless that property owner purchases a separate membership as a Non-Resident.
- (4) Property owners shall be responsible for all charges incurred by their Renters which remain unpaid. Property owners are responsible for the deportment of their respective Renter.
- (5) Renters shall be subject to such other rules and policies as the Board may adopt from time to time.

VIII. GUEST POLICY

Note: For purposes of this section, a Patron is considered a Resident, Non-Resident Member, or Renter.

- (1) **Swimming Pool** – Patrons of sixteen (16) and seventeen (17) years of age are only permitted to bring one (1) Guest each. A Family, as defined in these policies is limited to a maximum of four (4) total Guests. One of the Family members must be an Adult in order to bring up to four (4) total guests.
- (2) **Fitness Center** – Adult Patrons may bring one (1) Guest at least thirteen(13) years of age or older in the Fitness Center at any time during regular fitness center hours. Patrons may bring a trainer to the Fitness Center for personal training sessions only subject to the requirements in Section IV (7). Patrons must be at least sixteen (16) years of age to utilize the fitness center without adult supervision.
- (3) **Basketball court, tennis courts, pickleball court, multi-purpose field.** Patrons of fourteen (14) years of age and older may bring three (3) Guests to the courts/field.
- (4) **Playground.** Patrons may bring a total of two (2) Guests to the Playground.
- (5) All Guests must be accompanied by a Patron when using any Amenity Facility. The Patron, or when minor Patrons are authorized to bring Guests, then the Adult in the

Patron's household, will be responsible for the Guest's access to the Amenity Facilities and will be responsible for any damages caused by Guests while using facilities.

- (6) Minor Patrons may bring an Adult Guest after an Adult in the Patron's household provides the name of the Guest to Amenity Staff. The Adult Patron may then be assigned a guest pass via mobile credential for up to 30 days.

IV. GENERAL PROVISIONS

- (1) The Board reserves the right to amend, modify, or delete, in part or in their entirety, these Amenity Facilities Policies when necessary, at a duly-noticed Board meeting, and will notify the Patrons of any changes. However, in order to change or modify rates or fees beyond the increases specifically allowed for by the District's rules and policies, the Board must hold a duly-noticed public hearing on said rates and fees.
- (2) All Patrons shall abide by and comply with any and all federal, state and local laws and ordinances while present at or utilizing the Amenity Facilities. Adult Patrons shall ensure that non-Adult Patrons for whom they are responsible also comply with the same.
- (3) All hours of operation of the Amenity Facilities will be established and published by the District. The clubhouse will be closed on the following holidays: Thanksgiving Day, Christmas Day, and New Year's Day. The clubhouse may also have limited hours of operation on Christmas Eve and New Year's Eve with authorization from the Board.
- (4) Dogs and all other pets (with the exception of service animals) are not permitted at the Amenity Facilities aside from the designated Dog Park. Where service animals are permitted on the grounds, they must be leashed.
- (5) Alcoholic beverages shall not be served or sold, nor permitted to be consumed at the Amenity Facilities unless in conjunction with a District Staff approved room rental or special event. All private events where alcohol is to be served, will require a licensed and insured vendor of alcoholic beverages. The person renting the room must provide proof of insurance naming the District as an additional insured to Amenity Staff prior to the event.
- (6) Patrons wishing to utilize the services of a professional personal trainer at any of the Amenity Facilities must have that trainer produce a copy of their certificate of liability insurance naming the District as the additional insured to the Amenity Manager, and that trainer will be expected to contribute 10% of their earnings for each training session with said Patron to the District as is the standard with all other vendor partners for their various offerings within the community.
- (7) After using any of the Amenity Facilities, Patrons shall return all equipment, furnishings, and other District property to its original location and condition. All food or other items must be removed from the facility.

- (8) All Guests must be accompanied by an age appropriate Resident, Non-Resident Member, or Renter while using the Amenity Facilities.
- (9) The Amenity Facilities are under twenty-four (24) hour video surveillance.
- (10) Disregard for any Amenity Facilities rules or policies may result in expulsion from the Amenity Facility and/or loss of Amenity Facility privileges in accordance with the procedures set forth herein.
- (11) All Patrons shall treat Amenity Staff with courtesy and respect.
- (12) Skateboards, in-line skates, or similar equipment are not allowed in the clubhouse, tennis courts, pickleball court, basketball court, pool, or playground area at any time.
- (13) Commercial advertisements shall not be posted or circulated in the Amenity Facilities. Petitions, posters, or promotional material shall not be originated, solicited, circulated, or posted at the Amenity Facilities unless approved in writing by the District Manager.
- (14) The Amenity Facilities shall not be used for commercial purposes without written permission from Amenity Staff. The term "commercial purposes" shall mean those activities which involve, in any way, the provision of goods or services for compensation.
- (15) There is no trespassing or fishing allowed in all designated wetland conservation and/or mitigation areas located on District property. Trespassers will be reported to the local authorities.
- (16) All persons using the Clubhouse must obey the Pasco County noise ordinances and the posted capacity limits of the facility as defined by the Pasco County Fire Marshall.
- (17) Loitering (the offense of standing idly or prowling in a place, at a time or in a manner not usual for law-abiding individuals, under circumstances that warrant a justifiable and reasonable alarm or immediate concern for the safety of persons or property in the vicinity) is not permitted any Amenity Facility.
- (19) Fireworks are prohibited on District property.
- (19) Outdoor grilling is only allowed at the playground pavilion and at a District pre-approved special event.
- (20) Glass containers are prohibited in all Amenity Facilities.
- (21) All Patrons shall conduct themselves in a responsible, courteous, and safe manner at all times. Profane, abusive, or disruptive language or behavior is absolutely prohibited.
- (22) Patrons shall not use, throw or place items that have the ability to cause harm.

X. INDEMNIFICATION

Each organization, group or individual using or reserving the use of the Amenity Facilities shall indemnify and hold the District, and its officers, employees and agents harmless from any and all liability, claims, actions, suits or demands by and person, corporation or other entity, for injuries, death, and property damage of any nature, arising out of or in connection with the use of the Amenity Facilities and/or other District property, including attorneys' fees, litigation related costs, and appellate proceedings related thereto. Nothing herein shall constitute or be construed as a waiver of the District's sovereign immunity granted pursuant to Section 768.28, Florida Statutes.

The District and its agents, employees and officers shall not be liable for, and the Patrons shall release all such parties from claims for injury or damage to or loss of personal property or to the person, sustained by the user or any person claiming through the Patron resulting from any fire, accident, occurrence, theft or condition in or upon the District's lands, premises and/or facilities.

XI. DAMAGE TO PROPERTY OR PERSONAL INJURY

Any Patron or other person who makes use of the Amenity Facilities for any purpose whatsoever does so at his or her own risk, and shall hold the District, its officers, agents and employees harmless for any and all losses, costs, claims, injuries, damages or liability sustained or resulting from such use.

Patrons are solely responsible for personal property brought onto the Amenity Facilities. The District is not responsible for the loss or damage to any personal property used or brought onto the Amenity Facilities.

All Patrons using the Amenity Facilities are required to conduct themselves in a reasonable and safe manner and in compliance with all rules and policies of the District governing the Amenity Facilities. Violation of the District's policies and/or misuse or destruction of Amenity Facility equipment may result in the suspension or termination of Amenity Facility privileges with respect to the offending Patron. The District may pursue further legal action and restitution in regard to destruction of Amenity Facility property or equipment. No person shall remove from the room in which it is placed or from the Amenity Facilities any property or furniture belonging to the District or its contractors without proper authorization. Patrons shall be liable for any property damage and/or personal injury caused by them at the Amenity Facilities. The District reserves all legal and equitable remedies for losses due to property damage or personal injury.

XIII. GENERAL POLICIES FOR ALL SWIMMING AND WADING POOLS

- (1) There is no lifeguard on duty. All Patrons swim at their own risk.
- (2) Swimming Pool hours will be posted at the pool. Any person swimming during non-posted swimming hours may be suspended from using the facility and possibly all the Amenity Facilities.
- (3) Pool availability may be limited or rotated in order to facilitate maintenance of the facility. Depending upon usage, the pool may be closed for various periods of time to facilitate maintenance and to maintain health code regulations.
- (4) Children under sixteen (16) years of age must be accompanied by an Adult at all times for usage of the pool facilities.
- (5) **Prohibited Behavior and Items.** Diving is strictly prohibited. No jumping, pushing, running or other horseplay is allowed in the pool or on the pool deck area. No swinging on ladders, fences, or railings is allowed. Patrons are expected to conduct themselves in compliance with all rules and policies of the District governing the Amenity Facilities. Loud, profane, or abusive language is absolutely prohibited. No physical or verbal abuse will be tolerated. Pets (with the exception of service animals), bicycles, skateboards, roller blades, and scooters are not permitted on the pool deck area inside the pool gates at any time. Radios, tape players, CD players, MP3 players and televisions, and the like are not permitted unless they are personal units equipped with headphones.
- (6) Showers are required before entering the pool. Proper swim attire must be worn in the pool. No thongs, denim, or street attire.
- (7) Pool entrances must be kept clear at all times. Pool furniture is not to be removed from the pool area and outside furniture is not to be brought onto the pool deck.
- (8) **No Food, Alcohol or Glass Containers in Pool Area.** Alcoholic beverages are not permitted in the pool area. All coolers and containers are subject to search by District Staff. All food and drink (including chewing gum) must be kept a minimum distance of four (4) feet from the pool.
- (9) The changing of diapers or clothes is not allowed in the pool area or on the tables. Parents should take their children to the restroom prior to using the pool. Children under three (3) years of age, and those who are not reliably toilet trained, must wear swim diapers, as well as a swim suit over the swim diaper.
- (10) **Pool Contamination.** If pool contamination occurs, the pool will be closed for such time as necessary to comply with Florida law. Pool water will be treated to kill the bacteria, if necessary. Any Patron who does pollute or contaminate the pool may be liable for any costs incurred in treating and reopening the pool and may be subject to suspension of privileges, at the District's discretion. Chemicals used in the pool for regular treatment

or for contamination cleanup may affect certain hair or fabric colors, or cause minor eye irritation. The District is not responsible for these effects.

- (11) Lap lanes are prioritized for lap swimmers. Please be considerate of swimmers that plan to work out and use the lap lane for swimming and/or move to the recreational pool.
- (12) No Patron should use the pool during inclement weather, especially when lightning and thunder are present. IF ANY LIGHTNING IS OBSERVED, THE POOL WILL BE CLOSED FOR 30 MINUTES. IF NO LIGHTNING IS OBSERVED FOR 30 MINUTES, THE POOL WILL REOPEN. IF ANY THUNDER IS HEARD, THE POOL WILL BE CLOSED FOR 30 MINUTES. IF NO THUNDER IS HEARD FOR 30 MINUTES, THE POOL WILL BE REOPENED.

XIV. AQUATIC TOY AND RECREATIONAL FLOATATION DEVICE POLICY

- (1) Aquatic toys and equipment are not permitted in the pool. Prohibited items include, but are not limited to remote controlled watercraft, rafts, kickboards, inner tubes, scuba gear, swim fins, balls, Frisbees, inflatable objects, or other similar water play items.
- (2) Only Coast Guard approved personal floatation devices, kickboards for lap swimming/swim classes, masks, goggles, water wings, and water toys for organized special events.
- (3) The use of any and all recreational floatation devices at all pools shall be at the discretion of District Staff.

XVI. COUNTRY WALK FITNESS CENTER POLICIES

All Patrons using the gym in the clubhouse (the “**Fitness Center**”) are expected to conduct themselves in a responsible, courteous, and safe manner in compliance with all rules and policies of the District governing the Amenity Facilities. Disregard or violation of the District’s rules and policies and misuse or destruction of the Fitness Center equipment may result in the suspension or termination of usage privileges. The District may pursue further legal action and restitution in regard to destruction of Amenity Facility property or equipment.

Please note the Fitness Center is an unattended facility. Persons using the facilities do so at their own risk. Staff is not present to provide Personal Training or Exercise Consultation to Patrons. Persons interested in using the Fitness Center are encouraged to consult with a physician prior to commencing a fitness program.

- (1) **Hours:** The Fitness Center is open for use by Patrons during normal operating hours to be established and posted by the District.
- (2) **Emergencies:** All emergencies and injuries must be reported to the Amenity Staff as well as the District Manager at (813) 994-1001.

- (3) **Eligible Users:** Patrons sixteen (16) years of age and older are permitted to use the District Fitness Center during designated operating hours without adult supervision. Patrons aged thirteen (13) may utilize the fitness center with adult supervision. No children under the age of thirteen (13) are allowed in the District fitness center at any time. Please note: Guests under (18) must be with their legal guardian and have proof of age to use the fitness facility.
- (4) **Food and Beverage:** Food (including chewing gum) is not permitted within the Fitness Center. Beverages, however, are permitted in the Fitness Center if contained in non-breakable containers with screw top or sealed lids.
- (5) **Proper Attire:** Appropriate clothing and athletic footwear (covering the entire foot) must be worn at all times in the Fitness Center. Appropriate clothing includes t-shirts, tank tops, athletic shorts (no jeans), and/or sweat suits. No swimsuits are permitted in the Fitness Center.
- (6) **General Policies:**
- Each Patron is responsible for wiping off fitness equipment after use.
 - Hand chalk is not permitted to be used in the fitness center.
 - Radios, tape players and CD players are not permitted unless they are personal units equipped and used with headphones.
 - Weights or other fitness equipment may not be removed from the fitness center.
 - Patrons should limit use of cardiovascular equipment to thirty (30) minutes and step aside between multiple sets on weight equipment if other persons are waiting.
 - Patrons should replace weights to their proper location after use.
 - Patrons should not drop free weights. Free weights should be placed only on the floor or on equipment made specifically for storage of the weights.
 - Any fitness program operated, established, and run by District Staff may have priority over other users of the District Fitness Center.

XVII. BASKETBALL, TENNIS, AND PICKLEBALL COURTS POLICIES

All Patrons and guests using the District's basketball, tennis, and pickleball courts are expected to conduct themselves in a responsible, courteous, and safe manner in compliance with all rules and policies of the District governing the Amenity Facilities. Disregard or violation of these Amenity Facilities Policies and misuse or destruction of Facility equipment may result in the suspension or termination of Amenity Facility privileges. The District may pursue further legal action and restitution in regards to destruction of Amenity Facility property or equipment.

Please note that the courts are unattended facilities and persons using the facilities do so at their own risk. Persons interested in using these facilities are encouraged to consult with a physician prior to use.

- (1) **Hours:** The courts are available for use by Patrons during normal operating hours which are posted. These facilities may not be rented, and work on a first come first serve basis.

- (2) **Emergencies:** All emergencies and injuries must be reported to the Amenity Staff as well as the District Manager at (813) 994-1001.
- (3) **Proper Attire:** Proper basketball or athletic shoes are required at all times while on the courts. Proper attire shall consist of athletic shoes, and shorts or athletic pants.
- (4) **General Policies:**
- The basketball, tennis, and pickleball courts are for the play of basketball, tennis, and pickleball only.
 - Pets, roller blades, bikes, skates, skateboards, and scooters are prohibited at the facility.
 - No glass containers are permitted on the courts. Beverages are permitted at the courts if contained in non-breakable containers with screw top or sealed lids.
 - Alcoholic beverages are not permitted.
 - Patrons under the age of fourteen (14) years old are not allowed to use the basketball, tennis, and pickleball court unless accompanied by an Adult Patron.
 - The courts are available on a first come, first serve basis. Use of the basketball court is limited to one (1) hour, and the tennis and pickleball courts are limited to one and a half (1.5) hours when others are waiting.
 - Proper sportsman etiquette shall be adhered to at all times. The use of profanity or disruptive behavior is prohibited.
 - Patrons using the courts must supply their own equipment.
 - Patrons must clean up the courts and surrounding areas after use.

XVIII. MULTI-PURPOSE FIELD USE POLICY

All Patrons use the multi-purpose field at their own risk. Patrons are expected to conduct themselves in a sportsman-like, respectful, courteous and safe manner in compliance with all rules and policies of the District governing the Amenity Facilities. The District reserves the right to close the multi-purpose field from use for maintenance purposes or weather-related issues from time to time and anticipates closing the field for intensive maintenance for at least six to eight (6-8) weeks annually. The multi-purpose field is not available for reservation or rental, but may be reserved for exclusive use by the Board for District sponsored events.

- (1) **General Policies:**
- The multi-purpose field is intended for casual use by Residents, Renters, or Non-Resident Members and their Guests. It is not intended for organized sports or league play.
 - Each Patron aged fourteen (14) or older may bring a total of three (3) Guests.
 - Multi-Purpose Field is not to be used to hit or chip golf balls.
 - No group of Patrons may use more than half the multi-purpose field at one time. Patrons using one half of the multi-purpose field are expected to be courteous to users of the other half and stay on their side of mid-field while participating in activities.
 - Patrons may not change clothing at the multi-purpose field, other than to change from non-sport footwear to cleats (if applicable). If Patrons need to change into athletic gear, they must change in a restroom or prior to entering District property.

- Patrons may only store equipment and belongings in designated areas.
- Patrons using the multi-purpose field must clean up the area after use. Any District owned furniture is to remain in place at the multi-purpose field and is not to be moved by Patrons.
- Parking is available at the lot located nearest to the pavilion and playground area. Additional parking is available at the clubhouse. No parking is available on the roads near the multi-purpose field.
- The multi-purpose field is available on a first come, first served basis. Use of each half of the multi-purpose field is limited to one (1) hour when others are waiting.

XIV. PLAYGROUND POLICIES

- For the safety of all children and Adults, only children between the ages of two (2) years and twelve (12) years of age may use the playground equipment. Children under the age of twelve (12) require the supervision of an Adult.
- No roughhousing on the playground.
- Patrons using the playground must clean up all food, beverages and miscellaneous trash brought to the playground. Glass containers are prohibited.
- Alcoholic beverages are not permitted.
- All other Amenity Facilities Policies apply.

XX. SUSPENSION AND TERMINATION OF PRIVILEGES

- (1) Amenity Facility privileges may be subject to suspension or termination by the Board if a Patron:
 - Submits false information on the application for a mobile credential.
 - Permits unauthorized use of a mobile credential.
 - Exhibits unsatisfactory behavior or language.
 - Damages or steals property belonging to the District.
 - Fails to abide by the rules and policies established for the use of facilities.
 - Treats the personnel or employees of the facilities in an unreasonable or abusive manner. Examples include, but are not limited to the use of profanity, verbal, and/or physical assault.
 - Engages in conduct that is improper or likely to endanger the welfare, safety or reputation of the facility or Staff.
- (2) District Staff may at any time restrict or suspend any Patron's privileges to use any or all Amenity Facilities when such action is necessary to protect the health, safety and welfare of other Patrons and their guests, or to protect the Amenity Facilities from damage. Depending on severity, first time offenses will warrant a suspension of one (1) week if deemed to be minor and repeat offenses will warrant a suspension of one (1) month. If an offense is deemed to be severe, termination of amenities privileges may be put into effect without prior shorter suspensions having been implemented.

XXI. PRIVATE EVENT RENTAL POLICY AND RENTAL FEE(S)

Rental Procedure. Certain Amenity Facilities are available for private event rental by Residents, Renters, and Non-Resident Members. To rent an Amenity Facility, the person renting the Amenity Facility must complete the designated Private Event Rental Agreement for the Amenity Facility, schedule the event with Amenity Staff, and pay the deposit and rental fee as described below. All fees and deposits are to be made payable to Country Walk CDD and are due at the time the event is scheduled with Amenity Staff. Rentals are subject to staffing availability.

Maximum Number of People. A maximum of fifty (50) people, including the renting person, are allowed to attend a Private Event Rental of the clubhouse. A maximum of forty (40) people, including the renting person, are allowed to attend a Private Event Rental of the Pavilion. A maximum of twenty (20) people, including the renting person, are allowed to attend a Private Event Rental of the Pool Bar.

Scheduling Requirements. No private event may be scheduled more than ninety (90) days prior to the event date. If a private event is to extend beyond normal operating hours, the event must be scheduled with Amenity Staff no less than four (4) weeks prior to the event.

Most Amenity Facilities listed below are not available for rent beyond normal operating hours, with the exception of the clubhouse which is available to rent for up to two (2) hours beyond normal operating hours Monday through Saturday with the required four (4) weeks notice. On Sundays the clubhouse is available for rent only during normal operating hours.

Acknowledgement of Amenity Facilities Policies. By renting an Amenity Facility for a private event, the person renting the Amenity Facility explicitly agrees to abide by the Amenity Facilities Policies and to inform all Guests of the event of the same.

Private Event Rental Deposit and Fee Schedule:

- (1) **Clubhouse Rental Deposit:** A refundable \$250 deposit is due at the time the Private Rental Agreement is submitted to and the event scheduled with Amenity Staff. Deposits may be retained by Amenity Staff for damage resulting from the private event and/or extra maintenance services (including cleaning services) needed due to the event, to be determined at the reasonable discretion of Amenity Staff. If event is canceled later than 48 hours prior to the event, only 50% of the deposit will be refunded. If refunded, the deposits will be returned by Amenity Staff within thirty (30) days of the event.
- (2) **Clubhouse Rental Fee:** The fee for clubhouse private event rental for Residents and Renters is \$200 for a maximum of five (5) hours (the “**Resident Clubhouse Rental Fee**”). The clubhouse private rental fee due for Non-Residents is \$500 for a maximum of five hours (the “**Non-Resident Clubhouse Rental Fee**”). Any rental lasting longer than five (5) hours and/or beyond normal operating hours will be charged an additional \$50 per hour, to be paid at the time the event is scheduled.
- (3) **Pool Bar Rental Deposit:** A refundable deposit of \$75 is required to reserve the pool

bar for a private event. Deposits may be retained by Amenity Staff for damage resulting from the private event and/or extra maintenance services (including cleaning services) needed due to the event, to be determined at the reasonable discretion of Amenity Staff. If event is canceled later than 48 hours prior to the event, only 50% of the deposit will be refunded. If refunded, the deposits will be returned by Amenity Staff within thirty (30) days of the event.

- (4) **Pool Bar Rental Fee:** The fee for pool bar rental is \$100 (the “**Pool Bar Rental Fee**”). Rentals are limited to three (3) hours and may not be extended beyond that allotted amount of time.
- (5) **Pavilion Rental Deposit:** To reserve the pavilion, a refundable deposit of \$100 is due at the time of reservation and scheduling with Amenity Staff. Deposits may be retained by Amenity Staff for damage resulting from the private event and/or extra maintenance services (including cleaning services) needed due to the event, to be determined at the reasonable discretion of Amenity Staff. If event is canceled later than 48 hours prior to the event, only 50% of the deposit will be refunded. If refunded, the deposits will be returned by Amenity Staff within thirty (30) days of the event.
- (6) **Pavilion Rental Fee:** The fee for pavilion rental is \$75 (the “**Pavilion Rental Fee**”). Rentals are limited to three (3) hours and may not be extended beyond that allotted amount of time.
- (7) **General Policies:**
 - Bounce houses, water slides, or other similar inflatable devices are not permitted for private event rentals.
 - Booking the clubhouse for a private event after normal operating hours does not entitle the renter to additional hours for their event (example: an event scheduled to conclude at 11pm would start no earlier than 6pm).
 - The person reserving the Amenity Facility for a private event may arrive up to one hour ahead of the scheduled event time to set up.
 - The Amenity Facility must be cleaned up and returned to its original condition after the conclusion of the event, which is at the time listed on the rental application form and not afterwards.
 - The clubhouse is the only available venue where alcohol is permitted while the space is being rented. Alcohol must be served by a professionally licensed vendor with proof of liability insurance naming the District as the additional insured and be presented to clubhouse staff before the event date or alcohol will not be permitted. Alcohol is not permitted for Pool bar and Pavilion private event rentals at any time.

The clubhouse is the only venue available for rental by a non-resident at the previously stated fees. Pool bar and Pavilion private event rentals may only be reserved by a Resident or Non-Resident Member who must also be in attendance for the duration of the event.

XXII. PARKING AND TOWING POLICY

- (1) **General Parking:** There should be no parking of vessels on any District property.
- There should be no parking of vehicles on any District property except for on the Parking Lot.
- Unless authorized in writing by the District, only vehicles that can fit in a standard parking space are permitted to park in the Parking Lot.
 - No commercial vehicles (other than vendors currently servicing the District), RVs, boats, trailers, moving trucks, or oversized vehicles are permitted.
- The Parking Lot is only intended for the parking of vehicles operated by:
 - Patrons using the Amenity Facilities during hours of operation.
 - Residents or Renters as permitted below for overnight/extended parking
 - Visitors of Residents or Renters as permitted below for temporary overflow parking.
 - Visitors for an authorized event under a Private Event Rental Agreement
 - Any member of the general public attending a District meeting
 - Any residents or visitors for a Homeowners Association meeting
- The District shall post notice of the overnight parking restrictions within the Parking Lot.
- The District does not provide any security or monitoring for the Parking Lot and assumes no liability for any theft, vandalism and/ or damage that might occur to personal property and/or to such vehicles.
- Unauthorized parking may result in being reported to the local authorities for trespassing.
- Violations of these policies may result in suspension of Amenity Facility Privileges.

(2) Temporary Overflow Parking:

- If Residents or Renters are hosting an event at their home and are in need of temporary overflow parking, they may call the clubhouse and request that their visitors be issued a temporary overflow parking pass ("Temporary Parking Pass").
- Temporary Parking Passes will be issued subject to availability of spaces on a first come, first serve basis (there is no limit on the number of spaces).
- The Temporary Parking Pass must be placed on the driver's side dashboard of the vehicle.
- The visitors may not leave their vehicle parked overnight.

(3) Overnight/Extended Parking:

- The District designated (with appropriate signage) 5 parking spaces in its Parking Lot for overnight/extended parking.
- Residents or Renters may request an overnight/extended parking pass ("Overnight Parking Pass") by making a reservation in person at the clubhouse.

- Availability is on a first come, first serve basis.
- The Overnight Parking Pass will be valid for a period of up to 5 consecutive days at a time.
- Only one (1) Overnight Parking Pass may be requested per household at any time.
- Maximum of three (3) Overnight Parking Passes (maximum of 15 days) will be issued to any household within a 60-day period. For example:
 - The first pass, and 2 consecutive renewals (a total of 15 consecutive days), or
 - Three (3) separate passes at any time within a 60-day period.
- There is a \$10 flat fee, regardless of usage (for example if the Overnight Parking Pass is only needed for 1 night versus all 5 nights), for each parking pass or each renewal.
- Payment can be made only by check, credit card, debit card, or Apple Pay.
- The Overnight Parking Pass must be placed on the driver's side dashboard of the vehicle.
- Any vehicle parked longer than the time period permitted by the Overnight Parking Pass, will be towed at the owner's expense.

(4) Towing for District Property and Parking Lot:

- Any vehicle or vessel that is parked on District property or the Parking Lot in violation of this policy or applicable regulatory requirements may be towed, at the sole expense of the owner, in accordance with applicable law and regulations (including Section 715.07, Florida Statutes).
- The District shall keep a logbook of all violations of the District's parking restrictions.
- Upon discovery of a first-time violation:
 - An Authorized Representative shall affix a warning to the vehicle or vessel.
 - The warning shall include the date, time, location, violation, and a notice that if the vehicle or vessel is still in violation within 24 hours it shall be subject to towing.
 - An authorized Representative shall take a picture evidencing the warning and the violation.
 - Then an Authorized Representative shall enter the relevant information (including but not limited to the make, model, color, and license plate) in the logbook and provide the picture to the District's records custodian.
 - If an Authorized Representative finds that the vehicle or vessel remains in violation after 24 hours of the warning, they shall:
 - take a picture evidencing the failure to move the vehicle or vessel
 - enter the relevant information in the logbook and provide the picture to the District's records custodian.
 - then provide authorization for the Towing Operator to commence towing for only the reported violation and not to patrol for other violations.
- Upon discovery of a subsequent violation within 2 calendar years of a first-time

violation:

- An Authorized Representative shall take a picture evidencing the unauthorized parking.
- Enter the relevant information in the logbook and provide the picture to the District's records custodian.
- Then provide authorization for the Towing Operator to commence towing for only the reported violation and not to patrol for other violations.

**COUNTRY WALK COMMUNITY DEVELOPMENT DISTRICT
NON-RESIDENT MEMBER APPLICATION FORM**

Date of Application: _____ Date of Annual User Fee Payment: _____

Mailing Address: _____

Phone Number: _____ Alternate Phone Number: _____

Email Address(es): _____

Total Number of Immediate Family Members: _____

Names of Adult Members: _____

Names of Dependent Children Aged 18-22 and Ages: _____

Number of Minor Children Age 16 or Older: _____

Number of Minor Children Age 15 or Younger: _____

Names of Minor Children and Ages: _____

Emergency Contact Information: _____

Primary Emergency Contact:

Name(s): _____

Phone Number(s): _____

By executing this application, I agree to abide and be bound by all terms and conditions of the Amenity Facilities Policies, including, without limitation, the indemnity and release provisions set forth in the policies, and acknowledge that my use of the Amenity Facility is at my own risk. I understand and acknowledge that I may access the Amenity Facilities Policies online at the District website at any time or may request a paper copy from the District Manager. I further acknowledge that I have read or had the opportunity to read the Amenity Facilities Policies prior to signing this agreement.

(signature) By: _____
(print name)