

Fishhawk Ranch
Community Development District

Rules and Rates for
Amenity Facilities

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Resolution 2026-14

Resident Services Office
Osprey Club
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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 Osprey Club, Aquatic Club, Hawk Park, Park Square, Starling Club, Palmetto Club, and Fishhawk Ranch Tennis Club together with their appurtenant facilities and areas.

Amenity Facilities Policies or Policies – shall mean all Amenity Facilities Policies of the District as amended from time to time.

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.

Board of Supervisors or Board – shall mean the Fishhawk Ranch Community Development District Board of Supervisors.

Clubhouse Facilities – shall mean the Osprey Club, Aquatic Club, Hawk Park, Starling Club, Palmetto Club, and Fishhawk Ranch Tennis Club.

Community Director – shall oversee and manage all District property and facilities on a year-round basis. They are the on-site representative and the main point of contact with the Residents of the community. They are responsible for the overall maintenance, appearance and operation of the District's facilities including the supervision of any outside contractors. The Community Director is also responsible for implementing all policies and procedures established by the Board of Supervisors. One of the primary functions of the Community Director is to be a contact person for the residents and to assure that the response to problems or requests for service is handled as expeditiously as possible.

District – shall mean the Fishhawk Ranch Community Development District.

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

Family – shall mean a group of individuals living under one roof or head of household. This 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 Patron to participate in the use of the Amenity Facilities.

Minor – shall be considered any person under the age of eighteen (18).

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 is paying the Annual User Fee to the District for use of all Amenity Facilities.

Patron(s)– shall mean Residents, Non-Resident Members, and Renters, who are fourteen (14) years of age and older.

Renter – shall mean any tenant residing in a Resident's home under a valid rental or lease agreement.

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

Emergency Contact Information

After contacting 911 if required, all emergencies and injuries must be reported to the Resident Services Office at: (813) 657-6629.

Non-Resident Members and Annual User Fee Structure

Any Non-Resident wishing to become a Patron must submit a Non-Resident Member Application and pay the Annual User Fee. The Annual User Fee for persons not owning property within the District is the total of the highest annual combined debt service and operations and maintenance assessment levied on a property owner within the District plus twenty percent (20%). The Annual User Fee will cover membership to all Amenity Facilities for one (1) full year from the date of receipt of payment by the District. This fee must be paid in full at the time of the completion of the Non-Resident Member application. Each subsequent Annual User Fee shall be paid in full on the anniversary date of application for membership. The Annual User Fee shall be reviewed each year in conjunction with the adoption of the annual fiscal year budgets for the District. This membership is not available for commercial or business purposes.

Current Annual User Fee: $2,422.35

Facility Access Cards

Patron Cards

Each Patron fourteen (14) years of age and older will be eligible to be issued one (1) facility access card. When a facility access card is issued, Patrons will be required to

provide proof of District residence, an executed Non-Resident Member Application paid in full or an executed Assignment of Amenity Rights and Privileges Form. All Patrons must execute an Amenity Facilities registration form before receiving their facility access card. Facility access cards are non-transferable and may be confiscated onsite if being used by someone other than the person to whom it was issued. All lost or stolen access cards should be reported immediately to the Resident Services Office. Facility access cards will not be issued to Guests. Fees for facility access cards shall be adopted by the Board.

Initial Resident Facility Access Card: No charge
Non-Resident or Renter Facility Access Card: $21
Replacement of Lost or Stolen Facility Access Card: $21
Lanyard: $3.15 (optional)

Guardian Cards

Non-Residents may register with the District as "guardians" for purposes of accompanying Minors to the Amenity Facilities. Up to two (2) guardian facility access cards may be issued to a Patron's family at any one time. The person(s) being issued this card must be at least eighteen (18) years of age or older. An executed and notarized Guardianship Power of Attorney Form is required for each guardian. Where there are multiple children under the age of fourteen (14) who will be under the guardian's care, each child must be listed on the form(s). Guardian cards are good for one (1) year from the date of issuance. Guardians may not use the Amenity Facilities unless using them with the child or children assigned to their card. Guardians are also not permitted to bring Guests to the Amenity Facilities at any time. The child or children assigned to the guardian card will be required to obtain a child identification card. Fees for guardian cards and child identification cards shall be as adopted by the Board.

Guardian Access Card: $21
Child Identification Card: $5.25
Lanyards: $3.15 (optional)

Renters' Privileges

1. Residents who rent 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. 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. An Amenity Assignment of Rights and Privileges Form must be executed by the Resident on behalf of the Renter and witnessed before any facility access cards being issued to the Renter. A Renter who is designated as the beneficial user of

the Resident's membership shall be entitled to the same rights and privileges to use the Amenity Facilities as the Resident.
3. During the period when a Renter is designated as the beneficial user of a Resident's membership, that Resident shall not be entitled to use the Amenity Facilities concerning that membership.
4. 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.
5. All Renters shall be subject to such other rules and regulations as the District may adopt from time to time.

Guest Policy

1. The Guest policy varies by facility. See each section for the specific policy applicable to that facility. District Staff shall be authorized to verify and enforce the authorized number of Guests.
2. Access cards are not issued to Guests.
3. Guests must always be accompanied by a Patron when using any of the Amenity Facilities (excluding Park Square).
4. Patron will be responsible for any damages caused by Guests while using facilities.

Use at Own Risk; Indemnification

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

Should any Patron, Guest, or other person bring suit against the Indemnitees in connection with the Activities or relating in any way to the Amenity Facilities or other use of District property, and fail to obtain judgment therein against the Indemnitees, said

Patron, Guest, or other person shall be liable to the District for all attorney's fees, costs, and other expenses for investigation and defense and in connection with, among other proceedings, alternative dispute resolution, trial court, and appellate proceedings.

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

For purposes of this section, the term "Activities" shall mean the use of or acceptance of the use of the Amenity Facilities, 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.

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.

Each Patron and each Guest as a condition of invitation to the premises of the center assumes sole responsibility for his or her property. The District and its contractors shall not be responsible for the loss or damage to any private property used or stored on the premises of the Amenity Facilities, whether in lockers or elsewhere. The District and its agents, employees and officers shall not be liable for, and the Patron shall release all 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 user resulting from any fire, accident, occurrence, theft, or condition in or upon the District's lands, premises and/or facilities.

General Facility Policies

The following policies apply to all Amenity Facilities, unless otherwise provided herein:

1. The Board reserves the right to amend, modify, or delete, in part or in their entirety, these Rules and Policies, when necessary, at a duly noticed Board meeting, and will notify the Patrons of any changes. Fees and deposits may be increased not more than once per year by the action of the Board of Supervisors, to reflect increased costs of operation of the Amenity Facilities; such increase may not exceed ten percent (10%) per year unless a proper public notice published as required per Florida Statute.
2. All Patrons and Guests using the Amenity Facilities are expected to conduct themselves in a responsible, courteous, and safe manner, in compliance with all policies and rules of the District.
3. All Patrons and guardians must have their assigned facility access card upon entering the Amenity Facilities and must present said card upon request from any Amenity Staff member. Facility access cards are non-transferable and may be

confiscated on-site if being used by someone other than the person to whom it was issued.

4. Unless otherwise specified herein, children under fourteen (14) years of age must be accompanied by an Adult Patron aged eighteen (18) or older, with a valid facility access card, or by a registered guardian with a guardian access card.
5. As used herein, “accompanied” means that the accompanying individual must be physically present.
6. The Amenity Facilities are available for use by Patrons and Guests during normal operating hours to be established and posted by the District. Operating hours shall be posted on the District’s website: https://www.fishhawkranchcdd.org/. District-owned trails are not to be used during the hours between dusk and dawn.
7. The Clubhouse Facilities will be closed on the following holidays: Easter, Memorial Day, July 4th, Labor Day, Thanksgiving Day, Christmas Day, and New Year’s Day. The Clubhouse Facilities may also have limited hours of operation or be closed on Christmas Eve and New Year’s Eve with Board authorization.
8. The Amenity Facilities may only be used for their designated purposes, unless otherwise authorized by the Board.
9. Dogs and all other pets (except for Service Animals) are not permitted at the Amenity Facilities, except at the dog park as set forth herein. Patrons are responsible for picking up after all pets.
10. Alcoholic beverages shall not be served or sold, nor permitted to be consumed on the Amenity Facilities premises unless at Park Square which is a designated “Wet Zone” and at pre-approved private parties at designated Amenity Facilities listed in this policy manual. Alcoholic beverages may also be served at District pre-approved special events.
11. Facility parking lots are intended for use by Patrons and their Guests only while using the facilities. Vehicles must be parked in designated areas. Vehicles may not be parked on grass lawns, or in any way which blocks the normal flow of traffic. Unauthorized vehicles parked on District property are subject to being towed.
12. Fireworks and open flames of any kind are not permitted anywhere on the Amenity Facilities, District Property, and adjacent areas.
13. Only District employees and staff are allowed in the service areas of the Amenity Facilities.
14. The Board (as an entity), the District Manager, the Community Director and its staff shall have full authority to enforce these policies.
15. Smoking and vaping are not permitted anywhere in the Amenity Facilities.
16. Patrons and Guests shall treat all staff members with courtesy and respect.
17. Skateboards, motorcycles, off-road vehicles (including ATVs), motorized scooters are prohibited on all property owned, maintained, and operated by the District or at any of the Amenity Facilities within the District unless they are owned by the District. Golf carts that meet the criteria established under Florida law for use on streets as “low speed vehicles” may be used on the roadways and parking lots in accordance

with applicable laws and ordinances; otherwise no golf carts are permitted on District property.

18. Commercial advertisements, petitions, posters, and/or promotional materials shall not be posted, circulated, originated, or solicited in the Amenity Facilities unless approved in writing by the Community Director.
19. The Amenity Facilities shall not be used for commercial purposes without written permission from the Community Director and the District Manager. The term "commercial purposes" shall mean those activities which involve, in any way, the provision of goods or services for compensation.
20. Firearms are strictly subject to the provisions of Florida law, including but not necessarily limited to Chapter 790, *Florida Statutes*.
21. All organized programs and activities, at the Amenity Facilities, and any usage of the Amenity Facilities by organizations or individuals charging a fee, must be authorized by the Community Director. The Community Director shall have full authority over the parameters of said usage, including the number of participants, equipment and supplies usage, facility reservations, etc., except usage and rental fees that have been established by the Board.
22. District staff members are not present to provide personal training, exercise consultation or athletic instruction, unless otherwise noted, to Patrons or Guests. Persons interested in using the Amenity Facilities are encouraged to consult with a physician before commencing a fitness program or other physical activities.
23. Loitering (the offense of standing idly or prowling in a place, at a time or in a manner not usual for law-abiding individuals, under circumstances that warrant a justifiable and reasonable alarm or immediate concern for the safety of persons or property in the vicinity) is not permitted at any Amenity Facility.
24. All Patrons shall abide by and comply with all federal, state, and local laws and ordinances while present at or utilizing the Amenity Facilities and shall ensure that any minor for whom they are responsible also complies with the same.
25. Various areas of all Amenity Facilities are under twenty-four (24) hour video surveillance.
26. Outdoor grilling is prohibited at all Amenity Facilities unless at a District pre-approved special event.
27. Garbage cans located on District property are for doggie bags or garbage generated while using District amenities. These garbage cans are not to be used for personal home trash. Individuals using these garbage cans for personal trash may be subject to a disposal fee of Two Hundred Ten Dollars ($210.00) per violation.
28. No person shall remove from the room in which it is placed or from the Amenity Facilities premises any property or furniture belonging to the District or its contractors without proper authorization.
29. Patrons shall be liable for any property damage and/or personal injury caused by the Patron and his or her Guests or family members. The District reserves the right to pursue all legal and equitable measures necessary to remedy any losses due to property damage or personal injury.
30. Disregard for any Amenity Facilities rules or policies, or misuse or destruction of any Amenity Facility equipment or other District property may result in expulsion

from the facility and/or loss of Amenity Center privileges following the procedures set forth herein. The District may pursue further legal action and restitution regarding the destruction of Amenity Facility property or equipment.

Instructor Use of District Property

Any person wishing to conduct or instruct a class or program on District property, whether fee-based or free, must be preapproved by the Board. The Board may, at its discretion, delegate this authority to the Community Director. A fully completed and approved Instructor Agreement, proof of compliance with the District's insurance requirements and proof of any requested instructor certification requirements must be on file with the District before the commencement of the first class and must remain in effect throughout the class or program. Approved instructors are bound by the Instructor Agreement which is incorporated herein by this reference. Failure to comply with the provisions of the Instructor Agreement will result in the cancellation of the class or program.

Service Animal Policy

Prohibitions on dogs or other pets do not include "Service Animal(s)" trained to do work or perform tasks for an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability. 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 under the following conditions:

- If the Service Animal is out of control and the handler does not take effective measures to control it;
- If the Service Animal is not housebroken; or,
- 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 in order 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.

Law Enforcement Policy

The following policy intends to protect the property of the District and the health, safety, and welfare of District Patrons and Guests:

1. Law enforcement officers of the Hillsborough County Sheriff's Office or Florida Highway Patrol and District staff/employees have the authority to disperse large

crowds of Adults and Minors who congregate at the Amenity Facilities with no real purpose, at any time of day, and to generally respond to unlawful behavior at any Amenity Facilities.

2. The District hereby has authorized law enforcement officers of the Hillsborough County Sheriff's Office or Florida Highway Patrol to enforce this policy by doing the following (This applies to deputies/troopers working off-duty for the District as well as deputies/troopers on regular patrol):

- Give Adults and Minors fair warning at the first recognition of violation of policy.
- Issue Trespass Warnings, at deputy's/trooper's discretion, to Adults and Minors who fail to obey the policy.
- Violators who have been issued Trespass Warnings and subsequently return to the Amenity Facilities before the warning's expiration, may be arrested for trespassing.
- Anyone found guilty of vandalism or other illegal activity while on District property will be prosecuted to the fullest extent of the law with no exceptions.

Facility Rental Policies

Adult Patrons may reserve for rental certain portions of the Amenity Facilities for private events. Only one (1) room of the facility is available for rental during regular hours of operation and reservations may not be made more than six (6) months before the event. Persons interested in doing so should contact the Resident Services Office regarding the anticipated date and time of the event to determine availability. Please note that all the facilities are unavailable for private events on the following holidays:

New Year's Day	Good Friday	Easter Sunday
Friday before Spring Break	Mother's Day	Last Day of School
Memorial Day	Father's Day	Fourth of July
Labor Day	Thanksgiving Day	Christmas Eve
Christmas Day	New Year's Eve	

The pool and pool deck area of the facilities and tennis courts are not available for private rental and shall remain open to other Patrons and their guests during normal operating hours. The Patron renting any portion of the facility shall be responsible for all damage and expenses arising from the event.

1. Reservations: To reserve a room, Patrons must submit to the Resident Services Office a completed Facility Rental Agreement and all fees associated with the rental as adopted by the Board. Reservations must be made at least two (2) weeks before the rental date, i.e., the Facility Rental Agreement must be completed, and payment received. The room rental fee and the deposit must be paid separately.

2. Denials: The Resident Services Office has the authority to deny a request. Denial of a request may be appealed to the Board of Supervisors for consideration. Reservations for charity events must be made at least ninety (90) days in advance of event and are contingent on Board approval.
3. Cancellation Policy: Cancellation of a reservation less than thirty (30) days from the reserved date will result in the loss of the rental fee and return of the deposit.
4. Available Facilities: The following areas of the District are available for private rental for up to five (5) total hours, including set up and post-event cleanup, upon payment of the rental fee, deposit, cleaning fee, and any other applicable fees. Additional hours may be available upon request at a pro-rated amount. Approval for additional hours is at the discretion of the Community Director.

    a. Aquatic Club, Fifty (50) Person Capacity
        12:00 pm to 5:00 pm, $210.00
        6:00 pm to 11:00 pm, $262.50
    b. Osprey Clubhouse, Forty-five (45) Person Capacity
        12:00 pm to 5:00 pm, $157.50
        6:00 pm to 11:00 pm, $210.00
    c. Osprey Club Theater, Thirty-four (34) Person Capacity
        12:00 pm to 5:00 pm, $131.25
        6:00 pm to 11:00 pm, $183.75
    d. Osprey Clubhouse and Theater, Forty-five (45) Person Capacity
        12:00 pm to 5:00 pm, $210.00
        6:00 pm to 11:00 pm, $262.50
    e. Starling Club and Game Room, Sixty (60) Person Capacity
        12:00 pm to 5:00 pm, $262.50
        6:00 pm to 11:00 pm, $315.00
    f. Tennis Club, Sixty (60) Person Capacity
        12:00 pm to 5:00 pm, $210.00
        6:00 pm to 11:00 pm, $262.50
    g. A cleaning and sanitizing fee of $78.75 will be added to each rental fee.

5. Staffing: One (1) staff person is required to be present during the facility rental period. Should alcohol be added to the Facility Rental, an additional staff person is required by the District to be present, as such, an additional $131.25 rental fee will be added to the total amount owed.
6. Deposit: A deposit in the amount of Two Hundred Ten Dollars ($210.00) is required at the time the reservation is made. The deposit will be refunded in full if all conditions listed on the Facility Rental Agreement are met. The District may retain all or part of the deposit if the District determines, at its sole discretion, that it is necessary to repair any damages arising from the rental or if one or more of the conditions of the Facility Rental Agreement are not met.
7. General Policies:
    a. Patron is bound by the Rental Agreement which is incorporated herein by this reference.

b. Facility & room maximum capacity limits must be always observed and will be strictly enforced. District staff reserves the right to take all necessary actions to comply with this requirement. Examples of these actions include, but are not limited to:
   i. Event Cancellation & Closure
   ii. Access Restrictions
c. Parking Enforcement & Towing. The Patron renting the facility will be responsible for all monetary citations and fines that may be received by the District for such a violation.
d. Rooms may be rented outside of the hours listed above. Details relating to the additional rental cost, staffing cost/availability and facility availability may be obtained from the Resident Services Office. All facility rental polices remain in force for these special circumstances and the District has the final say in these matters.
e. The volume of live or recorded music must not violate applicable Hillsborough County Noise Ordinances.
f. Additional liability insurance coverage may be required for any event that is approved to serve alcoholic beverages. This policy also pertains to certain events the District feels should require additional liability coverage on a case-by-case basis to be reviewed by the District Manager or Board of Supervisors. The District is to be named on these policies as an additional insured party.
g. Due to the volume of requests, the District is unable to approve free or reduced rate use of the meeting room space. Requests for vendor programs or the creation of a community group may be submitted to the Community Director for consideration.

Theater Policies

1. Children under the age of fourteen (14) must be accompanied by a Patron with a facility access card or an individual with a guardian access card.
2. Only dry snacks and drinks with lids are permitted in the Theater.
3. All Patrons and Guests are expected to clean their area when the movie is over.
4. Proper attire required. No bathing suits are permitted in the Theater.
5. Patrons are not authorized to operate the Video Equipment.
6. Movies with a rating of G, PG, or PG-13 will be shown. Rated R movies will not be shown unless Patrons rents the Theater exclusively for a private viewing, in which case the District shall have no responsibility to ensure that attendees are of an appropriate age to view the movie being shown.

General Swimming Pool and Aquatic Feature Policies

No lifeguard on duty – Swim at your own risk

1. Hours of Usage:
   Swimming is permitted only during designated hours, as posted at the pool and/or on the District's website. Swimming after dusk is prohibited by the Florida Department of Health. Pool availability may be limited or rotated to facilitate maintenance of the facility. Depending upon usage, the pool may be closed for various periods to facilitate maintenance and to maintain health code regulations, including capacity limitations.
2. Guest Policy: Patrons sixteen (16) and seventeen (17) years of age are permitted to bring one (1) Guest each. That Guest must be sixteen (16) years of age or older and have proper identification to verify age. A Family, as defined in these policies, is limited to a maximum of six (6) total Guests at the Hawk Park and Osprey Club pools and four (4) total Guests at the Aquatic Club pools and Starling Club pools.
3. Children under fourteen (14) years of age must always be accompanied and directly supervised by a Parent or Guardian.
4. Personal audio equipment (radios, CD players, MP3 players, Bluetooth speakers, televisions, etc.) are not permitted unless they are personal units equipped with headphones.
5. Showers are required before entering the pools, water park, water slide, or any other aquatic feature.
6. Glass containers and alcoholic beverages are not permitted.
7. No jumping, pushing, running or other horseplay is allowed.
8. Hanging on the lane lines and interfering with the lap-swimming lane is prohibited.
9. Diving is strictly prohibited, except for Swim Team competitions pre-approved by the Board of Supervisors.
10. Proper swim attire must be worn in the pool and bathing suit tops must always be tied.
11. No chewing gum is permitted in the pool or on the pool deck area.
12. For the comfort of others, the changing of diapers or clothes is not allowed at the pool side.
13. No one shall pollute the pool or other aquatic features. Anyone who does so is liable for any costs incurred in treating and reopening the pool/aquatic features.
14. Aquatic facilities should not be used by persons with diarrhea.
15. Remote controlled watercraft are not allowed.
16. Pool entrances must always be kept clear.
17. No swinging on ladders, fences, or railings is allowed.
18. Pool furniture is not to be removed from the pool area.
19. Loud, profane, or abusive language is prohibited.
20. No physical or verbal abuse will be tolerated.
21. Chemicals used in the pool/aquatic features may affect certain hair or fabric colors. The District is not responsible for these effects.

22. Pets (except for service animals), bicycles, skateboards, roller blades, and scooters are not permitted on the pool deck area inside the pool gates at any time.
23. ADA Chair Lift Usage:
    a. ADA chair lifts are for use by disabled Patrons and Guests only. Users should consult with their physician to determine if water activities are appropriate for them.
    Chair lifts are designed for self-use. Amenity Management Staff is not authorized to assist Patrons or Guests with use beyond an initial review of operating instructions.

Feces Policy for All Pools and Aquatic Features

1. To avoid contamination:
    a. Parents should take their children to the restroom before entering the pool or any aquatic features.
    b. Children under three (3) years of age, and those who are not reliably toilet trained, must wear rubber lined swim diapers and a swimsuit over the swim diaper, to reduce the health risks associated with human waste in the swimming pool/deck area.
2. If contamination occurs, the affected pool will be fenced off and closed for twenty-four (24) hours per the Florida Department of Health guidelines. The water will be shocked with chlorine to kill the bacteria.

Aquatic Club Slide Policies

In addition to all general policies applicable to the pool/aquatic features, the following policies apply to use of the Aquatic Club slide:

1. One person at a time may go down the slide. No “chains” or double riding is permitted. Children/infants are not permitted to go down the slide sitting on another individual’s lap.
2. Only Coast Guard approved personal floatation devices are allowed.
3. All Patrons and Guests must wait for the light to turn green before proceeding down the slide.
4. Absolutely no stopping on the slide or running up the slide.
5. No running on stairs or slide deck, and no climbing on the slide structure.
6. For safety reasons, it is highly recommended that pregnant women, and persons with health conditions or neck or back problems, and persons under the influence of alcohol or drugs should not use the water slide. Be aware that users will encounter strong acceleration and deceleration forces from the front, rear, and all sides during the course of the ride, and will encounter a splash pool at the end of the ride. Please consult your physician before using the slide.
7. All Patrons and Guests must go down the slide seated, upright, feet first and facing forward. Headfirst is prohibited.

8. Swimsuits are required to ride the slide. No (1) cut-off jeans, (2) swimsuits with buckles, rivets, or any sharp objects, or (3) shoes, sandals, or footwear with buckles are permitted, as they may damage the slide.
9. All posted height requirements must be strictly followed.
10. All Patrons and Guests going down the slide must move away from the exit area of the slide as quickly as possible.

Aquatic Toy and Recreational Floatation Device Policy

1. Toys and other aquatic equipment are prohibited in the pool.
2. Exceptions to the above are Coast Guard approved personal floatation devices, kickboards for lap swimming/swim classes, masks, goggles, water wings, and water toys for organized special events previously approved by the Community Director.
3. Amenity Management Staff has the final say regarding the use of all recreational floatation devices at all pools.

Park Square Interactive Water Feature Policies

In addition to all general policies applicable to the pool/aquatic features, the following policies apply to use of the Park Square Interactive Water Feature:

1. Water Feature hours vary per season, please note hours posted on the signage.
2. The water feature may be shut down for maintenance one day a week or as otherwise necessary in the District's discretion.
3. No cotton or denim is allowed.
4. No food, drink, or chewing gum is permitted in the deck area.
5. No one shall pollute the splash pad. Anyone who does pollute it is liable for any costs incurred in treating and reopening.
6. Loud, profane, or abusive language is prohibited.
7. No physical or verbal abuse will be tolerated.
8. Pets, bicycles, skateboards, roller blades, scooters, and other wheeled toys and vehicles are not permitted on the deck area at any time.
9. The water is re-circulated and not suitable for drinking.
10. Water feature areas may be slippery; therefore, water shoes are recommended. No other footwear is permitted on the deck area.
11. Children under the age of ten (10) must always be accompanied and directly supervised by an adult while in the water feature area.

Fitness Centers Policies

Please note the Fitness Centers are unattended facilities. Persons using the facilities do so at their own risk. Staff is not present to provide personal training or exercise consultation. Persons interested in using the Fitness Centers are encouraged to consult with a physician before commencing a fitness program.

1. Eligible Users: No one under the age of fourteen (14) is allowed in the Fitness Centers at any time. Patrons fourteen (14) and fifteen (15) years of age that have a valid access card are permitted to use the Fitness Centers during designated operating hours if accompanied by an Adult Patron with a valid access card. Patrons sixteen (16) years of age and older are permitted to use the Fitness Centers during designated operating hours.
2. Guest Policy: No Guests are allowed in the Fitness Centers at any time. Patrons may bring a preapproved personal trainer to the Fitness Centers for personal training sessions only. See Fitness Center Policies Applicable to Personal Trainers, below.
3. Food and Beverage: Food (including chewing gum) is not permitted within the Fitness Centers. Water is permitted in the Fitness Centers if contained in non-breakable containers with a screw top or sealed lids.
4. Proper Attire: Appropriate clothing and athletic footwear (covering the entire foot) must always be worn in the Fitness Centers. Appropriate clothing includes t-shirts, tank tops, athletic shorts (no jeans), and/or sweat suits (no swimsuits).
5. General Policies:
    a. Everyone is responsible for wiping off fitness equipment after use.
    b. Use of personal trainers is not permitted in the Fitness Centers unless preapproved by the District.
    a. Hand chalk is not permitted to be used in the Fitness Centers.
    b. Personal audio devices (e.g. Radios, CD players, MP3 players, Bluetooth speakers, etc.) are not permitted unless they are personal units equipped with ear or headphones.
    c. Weights or other fitness equipment may not be removed from the Fitness Centers.
    d. When other Patrons are waiting, the use of cardiovascular equipment should be limited to thirty (30) minutes and breaks should be taken between multiple sets on weight equipment.
    e. Weights must be returned to their proper location after use.
    f. 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.
    g. Any fitness program operated, established, and run by Amenity Staff may have priority over other users of the Fitness Centers.

Fitness Centers Policies Applicable to Personal Trainers

The following rules apply to all personal trainers regardless of whether the personal trainer is also a Patron. These rules apply in addition to general Fitness Center Policies.

1. A Patron who has a valid facility access card and is at least sixteen (16) years of age may bring an approved personal trainer to the fitness center to conduct one-on-one training.
2. Personal trainers may not conduct classes with more than one Patron at a time.
3. No Guests are permitted in the fitness centers and a personal trainer may not bring a Non-Resident to the facility.
4. Personal trainers must be preapproved by the Community Director and must furnish proof of insurance and proper certification. Registration forms may be obtained from the Resident Services Office. Once approved, a personal trainer ID badge will be issued and must be worn while in the Fitness Centers. The ID badge will include an expiration date that coincides with insurance expiration. To continue to provide personal training using District facilities, insurance and certification must be kept up to date.

Basketball and Roller Hockey Court Facility Policies

Please note that the Basketball and Roller Hockey Court Facility are unattended Facilities and persons using the facility do so at their own risk. Persons interested in using these Facilities are encouraged to consult with a physician before use.

1. No Reservations*:* The Basketball and Roller Hockey Court Facilities may not be reserved and are available on a first come first serve basis unless otherwise programmed by the District. It is recommended that persons desiring to use the Basketball or Roller Hockey Court check with the Amenity Staff to verify availability in case they are reserved for programs or closed for maintenance.
2. Proper Attire: Proper basketball or athletic shoes and attire are always required while on the courts. Proper attire shall consist of athletic shoes, shirts, and shorts or athletic pants.
3. Guest Policy: Patrons between the ages of fourteen (14) and seventeen (17) are permitted to bring one (1) Guest to the basketball and roller hockey facilities That Guest must be fourteen (14) years of age or older and have proper identification to verify age. Patrons over the age of eighteen (18) may bring a maximum of four (4) guests to these facilities.
4. General Policies:
    a. The Basketball and Roller Hockey Court Facility are for the play of Basketball and Roller Hockey only. Pets, roller blades, bikes, skates, skateboards, and scooters are prohibited at the facility with the exception that roller blades are permitted at the Roller Hockey Court Facility.

b. Beverages are permitted at the Basketball and Roller Hockey Court Facility if contained in non-breakable containers with screw top or sealed lids. No glass containers are permitted on the basketball or roller hockey courts.
c. Anyone under the age of fourteen (14) is not allowed to use the Basketball or Roller Hockey Court Facilities unless accompanied by an Adult Patron at all times.
d. Use of the Basketball or Roller Hockey Court is limited to one (1) hour when others are waiting.
e. Proper Basketball and Roller Hockey etiquette shall always be adhered to. The use of profanity or disruptive behavior is prohibited.
f. Persons using the Basketball or Roller Hockey Court Facility must supply their own equipment.
g. The courts and surrounding areas must be cleaned up by the Patron after use.

Softball Field Policies

Please note that the Softball Field is an unattended Facility and persons using the facility do so at their own risk. Persons interested in using these Facilities are encouraged to consult with a physician before use.

1. Proper Attire: Proper athletic shoes and attire are always required while on the field. Proper attire shall consist of athletic shoes, shirts, and shorts or athletic pants.
2. Guest Policy: Patrons between the ages of fourteen (14) and seventeen (17) are permitted to bring one (1) Guest to the softball field. That Guest must be fourteen (14) years of age or older and have proper identification to verify age. Patrons over the age of eighteen (18) may bring a maximum of four (4) guests to this facility.
3. General Policies:
    a. Usage is available on a first come first serve basis, unless otherwise programmed by District. Schedules of programs will be posted.
    b. The exclusive and reserved scheduled uses of the softball fields are limited to community-based teams and programs scheduled through the Amenity Staff.

Tennis Club Policies

Persons using the facility do so at their own risk. Persons interested in using these Facilities are encouraged to consult with a physician before use.

1. General Policies:
    a. Schedules of programs will be posted in the Tennis Club Pro Shop and on the website.
    b. Patrons and Guests must supply their own equipment.
    c. Use of glass containers on the tennis court is not permitted
    d. Proper tennis shoes and attire, as determined by the staff, are always required while on the courts. Shirts must always be worn.
    e. No jumping over nets is permitted.
    f. Players must clean up after play. This includes “dead” balls, Styrofoam cups, plastic bottles, etc. The goal is to show common courtesy by leaving the court ready for play for the next Patrons.
    g. Court hazards or damages, such as popped line nails, should be reported to the staff for repairs.
    h. The Tennis Club is for the play of tennis only. Pets and the use of roller blades, bikes, skates, skateboards, and scooters are prohibited on the tennis courts, including tennis club porches.
    i. Lights will automatically turn off at the end of the playing day, but no later than 10:00 pm unless approved by the Board of Supervisors.
    j. The District reserves the right to authorize all programs and activities, including the number of guest participants, equipment, supplies, usage, etc., conducted at the Tennis Club, including Tournaments, League Play, Lessons, and Homeowners Association Sponsored Events.
    k. The District may close the courts at any time when deemed unsafe or for maintenance. Whenever possible, reservations will be moved to another available court, however, it is not guaranteed, and a Patron’s reservation may have to be rescheduled.
2. Reservations:
    a. Patrons and their Guests must check-in and register at the Tennis Club Pro Shop before going on a court. The facility access card of the Patron who reserved the court is required and will be kept at the Pro Shop until the court key is returned. A $26.25 fee will be charged to the Patron who reserved the court if the key is not returned or/and the chain is not locked after the Patron is finished on the courts. This includes if the key is given to the next reservation without staff’s approval. The Patron who reserved the court must pick up and return the key to the Pro Shop. All players must use the approved entrance and exit gates at the end of each court and may not walk across a court to gain access to a court.
    b. The minimum Patron age to bring a Guest is sixteen (16). The minimum age for a Patron to reserve a court is fourteen (14). Any Patrons or Guests

under the age of fourteen (14) must be accompanied by a parent/legal guardian unless participating in teaching class or tournament.

c. Guests using the Tennis Club facility must be accompanied by a Patron. A $12.60 fee per Guest is required and due at check-in for up to one (1) hour and thirty (30) minutes of play. Each Patron may invite up to three (3) Guests on one court and the Patron must be on the court the entire time with the Guests.
d. All Patrons using the tennis courts must be registered with the tennis reservation system in order to play on the courts. Reservations for court time may be made by Patrons one week (7 days) in advance on a first come first serve basis either in person, by calling the Pro Shop (voicemail reservations excluded) or logging into the Tennis Club reservation system. The first and last names of all participants who will be utilizing the court must accompany the reservation. If there is an available court, a reservation can be made the same day as desired play. Each Patron is allowed one login per person.
e. Patrons should call the Tennis Club Pro Shop if they cannot make their scheduled reservation so staff can re-assign the reservation time slot.
f. Each court may be reserved for singles and doubles, for a maximum amount of time of one (1) hour and thirty (30) minutes. Names of all the players are required for court reservations. Courts will be held for ten (10) minutes past the reserved time. No more than four (4) players may be on a court at a time.
g. All Patrons reserving courts at night must make reservations during the hours of operation of the Tennis Club Pro Shop. The court key must be returned to the Pro Shop before leaving the facility after completing play.
h. Once an individual is off the court, he/she may sign up for the next available court reserved. Concurrent team member play is not permitted with advanced reservations unless available that day and approved by the Tennis Club Operator example: (Smith may not play on Jones' court at 9:00 am and have a court in his name at 10:00 am).

3. Proper tennis attire, as determined by the professional staff, is always required. Approved clay court shoes are required for players.
4. To promote harmony within the community and avoid unpleasant confrontations, complaints regarding tennis rules violations or breaches of etiquette shall be put in writing and directed to Tennis Club staff. If further action is necessary, the issue will be referred to the District Manager.
5. The ball machine can be rented by Patrons for $12.60 per use and must be reserved with either court #1 or court #5 for a maximum amount of (1) hour and thirty (30) minutes of play.

Hawk Park Pickleball and Tennis Court Policies

Persons using the facility do so at their own risk. Persons interested in using these Facilities are encouraged to consult with a physician before use.

1. Guest Policy: Patrons between the ages of fourteen (14) and seventeen (17) are permitted to bring one (1) Guest to the courts. That Guest must be fourteen (14) years of age or older and have proper identification to verify age. Patrons over the age of eighteen (18) may have a maximum of three (3) guests on one court.
2. General Policies:
    a. Court use is limited to one (1) hour when other Patrons and/or Guests are waiting. Court use limit commences upon Patron and/or Guest arrival.
    b. Usage is available on a first come first serve basis, unless otherwise programmed by the District.
    c. Schedules of programs will be posted.
    d. Proper attire is required.
    e. Patrons and Guests must supply their own equipment.
    f. Use of glass containers on the courts is not permitted.
    g. The courts are for the play of pickleball and tennis only. Pets and the use of roller blades, bikes, skates, skateboards, and scooters are prohibited on the courts.

Osprey Club Tennis Court Policies

Persons using the facility do so at their own risk. Persons interested in using these Facilities are encouraged to consult with a physician before use.

3. Guest Policy: Patrons between the ages of fourteen (14) and seventeen (17) are permitted to bring one (1) Guest to the courts. That Guest must be fourteen (14) years of age or older and have proper identification to verify age. Patrons over the age of eighteen (18) may have a maximum of three (3) guests on one court.
4. General Policies:
    h. Court use is limited to one (1) hour when other Patrons and/or Guests are waiting. Court use limit commences upon Patron and/or Guest arrival.
    i. Usage is available on a first come first serve basis, unless otherwise programmed by the District.
    j. Schedules of programs will be posted.
    k. Proper attire is required.
    l. Patrons and Guests must supply their own equipment.
    m. Use of glass containers on the courts is not permitted.
    n. The courts are for the play of and tennis only. Pets and the use of roller blades, bikes, skates, skateboards, and scooters are prohibited on the courts.

Policies for All Parks and Playgrounds

1. The policies in this section do not apply to Park Square.
2. Guest Policy: Patrons between the ages of fourteen (14) and seventeen (17) are permitted to bring one (1) Guest to the parks and playgrounds. That Guest must be fourteen (14) years of age or older and have proper identification to verify age. Patrons over the age of eighteen (18) may bring a maximum of four (4) guests to these facilities.
3. Parks and playgrounds are available on a first come first serve basis, no reservations are permitted.
4. Children under the age of eight (8) must be accompanied by an Adult Patron or guardian.
5. No roughhousing is permitted at the parks and playgrounds.
6. Persons using the parks and playgrounds must clean up all food, beverages and miscellaneous trash brought to the park/playground.
7. Glass containers are prohibited.
8. The use of profanity or disruptive behavior is prohibited.
9. Inflatable equipment, such as bounce houses, is not permitted at the parks or playgrounds.
10. Unless otherwise posted, hours are from dawn to dusk, Monday through Sunday.

Park Square Policies

1. General Policies:
    a. The entire park, to the curb (along both streets) and to the parking lot is zoned as a “wet zone”. The consumption of alcoholic beverages both appropriately and responsibly is permitted by anyone 21 years old or older. No alcohol is permitted in the streets or parking lot.
    b. Park Square is a pedestrian-only zone. No vehicles, except District authorized or emergency vehicles, are allowed in the park. Bicycles may only be ridden on the perimeter sidewalks, in other areas they must be parked outside the main traffic area or walked through that area.
    c. No skateboarding is allowed anywhere in the park.
    d. No rollerblading is allowed in the park; blades should be off in the same areas as bikes are walked.
    e. No foot propelled or motorized scooters are allowed within the park area. They must be walked or parked outside the main traffic area.
    f. Park hours are from dawn until 11:00 pm.
    g. The Park is a self-clean park; everyone is expected to clean up after themselves.
    h. Dogs on leashes are allowed in the park, except in the splash pad area (County pool regulations) and on the amphitheater seating grass area. Service animals are allowed on the amphitheater seating grass area.

i. Tables along the Park are for people enjoying the Park and/or the Park activities.
j. Use of profanity and behavior deemed by staff to be disruptive or dangerous is absolutely prohibited.
k. The use of tents is not permitted on Park Square District owned property unless approved by the District for special events or programming.
l. No stakes are to be used on the artificial turf, you must use sandbags or weights to anchor down tents when authorized for use.
m. Inflatable equipment, such as bounce houses, is not permitted at the park unless approved by the District.
n. Permission is required by the District to use the electrical power outlets.
o. The parking lot at Cross Park serves as an overflow parking area for District amenities and Park Square businesses during hours of operation.

2. Special Events/Organized Assemblies:
   a. Special Events/Organized Assemblies at Park Square require prior District approval and will be limited to those that are intended to be offered to the entire community.
   b. Use of Park Square District-owned property requires Board of Supervisors approval. Fees, deposits, insurance requirements and conditions of use will be set and approved by the Board per each request. A formal request of use must be submitted in writing to the office of the Community Director at least sixty (60) days before requested dates. The request may then be presented to the Board of Supervisors at the next scheduled meeting for consideration if necessary.
   c. The Chairman of the Board of Supervisors and Community Director have authority to approve requests under special circumstances that may need to be approved before the next scheduled Board of Supervisors meeting if request falls within the established previous conditions.
   d. The District reserves to right to refuse the use of Park Square for any reason that may be based on the following criteria:
      i. Park Square is not available for the requested date and time. This would include events that conflict with District events or other events that have already been approved by the District.
      ii. The request is deemed potentially damaging to Park Square.
      iii. There is a simultaneous non-compatible use of adjacent District facilities.
      iv. The proposed activity violates Federal, State or Local Laws.
      v. Potential noise or sound level is deemed to be disruptive or offensive to surrounding neighborhoods and to the comfort of guest or facility visitors.
      vi. Individuals or groups that have demonstrated in previous dealings with the District or other entities that their use is not in the best interest of the District. This would include nonpayment, improper use, damage, failure to adequately control participants or spectators, breach of contract, non-compliance of rules, or inaccurate information provided on the application.

vii. Activities that, due to traffic or congestion, would cause access problems for scheduled events or the surrounding community.
viii. Activities that are predicted to draw larger attendance than the park and/or surrounding area can safely accommodate.
ix. Activities that are offensive to accepted community standards.
x. Activities that are discriminatory in matters such as sex, race, religion, creed, color, or national origin.

3. Curfew and Loitering Policy:
    a. Minors are not permitted in Park Square or parking lot of Park Square between 9:00 pm and 6:00 am daily with the following exceptions:
        i. Minor is accompanied by a parent, guardian, or another responsible Adult.
        ii. The Minor is at work or in the process of going to or coming home from their place of employment at Park Square.
        iii. The Minor is in front of his or her residence.
        iv. The Minor is conducting legitimate and specific business at the park or establishment located at Park Square.

Cross Park Policies

1. Guest Policy: Patrons between the ages of fourteen (14) and seventeen (17) are permitted to bring one (1) Guest to Cross Park. That Guest must be fourteen (14) years of age or older and have proper identification to verify age. Patrons over the age of eighteen (18) may bring a maximum of four (4) guests to this park.
2. General Policies:
    a. The park is for recreational use only by Patrons and Guests.
    b. Special Events/Organized Assemblies at Cross park require prior District approval and will be limited to those that are intended to be offered to the entire community.
    c. Park hours are dawn to dusk Monday through Sunday.
    d. The park, including the gazebo is available on a first come first serve basis, no reservations are permitted.
    e. Children under the age of eight (8) must be accompanied by an adult Patron.
    f. The use of tents is prohibited unless previously approved by the District.
    g. Persons using the park must clean up all food, beverages and miscellaneous trash brought to the park. Glass containers and alcoholic beverages are prohibited.
    h. The use of profanity or disruptive behavior is absolutely prohibited.
    i. Inflatable equipment, such as bounce houses, is not permitted at the park unless approved by the District.
    j. Bicycles may only be ridden on the perimeter sidewalks; in other areas they must be parked outside the main traffic area or walked through that area.
    k. No skateboarding is allowed anywhere in the park.

l. No rollerblading is allowed in the park; blades should be off in the same areas as bikes are walked.
m. No foot propelled or motorized scooters are allowed within the park area. They must be walked or parked outside the main traffic area.
n. The park is a self-clean park; everyone is expected to clean up after themselves.
o. Dogs are not permitted in the park, except for service animals.
Usage of Cross Park by organizations charging a fee is strictly prohibited unless pre-approved by the District.

Dog Park at Starling Club Policies

1. Park is unattended. Persons using the park do so at their own risk.
2. Only Patrons with a facility access card are permitted to bring a dog to the dog park. Limit is two (2) dogs per Patron per visit.
3. Guest Policy: Patrons between the ages of fourteen (14) and seventeen (17) are permitted to have one (1) Guest with them at the dog park. That Guest must be fourteen (14) years of age or older and have proper identification to verify age. Patrons over the age of eighteen (18) may have a maximum of four (4) guests with them. Guests may not bring dogs.
4. Dogs that have been declared dangerous or aggressive are prohibited.
5. All Patrons must have proof of their dog's current rabies vaccination and license.
6. Children under the age of six (6) are not permitted in the dog park. Children six (6) to thirteen (13) years of age must be accompanied by an Adult and must have a dog to enter the park area. Strollers are not allowed in the park.
7. Puppies under four (4) months old are not permitted in the park.
8. Only dogs under forty (40) pounds are permitted in the small dog park.
9. Dogs in heat are not allowed.
10. Patrons must pick up after their dog and dispose of feces properly.
11. Patrons must fill in holes dug by their dog.
12. Dogs must be on a leash when entering and exiting the dog park. Patrons must carry a leash for each dog while inside the dog area and the dogs must always be under voice command.
13. Dogs are always required to wear a basic flat buckle collar or harness with identification tags. No spiked or pronged dog collars are allowed.
14. Animals other than dogs are not allowed.
15. Leaving dogs unattended is prohibited. All Patrons must always remain in the park with their dogs.
16. Dogs that persistently bark, are a nuisance, are annoying or provoking other dogs or persons must leave the Dog Park area.
17. Climbing on or over the fence is not permitted.

18. No smoking, food (dog or human), or raw hides are allowed in the Dog Park. Patrons must use caution when bringing dog toys to the park since fights could erupt.
19. No alcoholic beverages or glass containers are allowed in the park.
20. The District staff has the authority to close the park or sections of the park for any reason including maintenance, mowing, weather related problems, special events, or for the public's safety and/or health.

Starling Club Game Room Policies

1. All Patrons must have their assigned Facility Access Card to enter the Game Room.
2. All Patrons must present their assigned Facility Access Card to the staff person on duty to check out game room equipment including but not limited to ping pong paddles and balls, foosballs, and billiard balls.
3. Game Room may be closed during District events or private rentals.
4. Usage of each game is limited to a maximum amount of time of one (1) hour of play per game.
5. Children under the age of fourteen (14) must be accompanied by an Adult Patron.
6. Guest Policy: Patrons sixteen (16) and seventeen (17) years of age are permitted to bring one (1) Guest each. That Guest must be sixteen (16) years of age or older and have proper identification to verify age. A Family, as defined in these policies, is limited to a maximum of four (4) total Guests. One of the Family members present must be eighteen (18) years of age or older to bring up to four (4) total Guests.
7. No food or drinks are allowed in the Game Room except for a rental or District event.
8. No running or horseplay.
9. No wet bathing suits or towels.

Trail Policies

Persons using the Trail System do so at their own risk. Persons interested in using the Trail System are encouraged to consult with a physician before use.

1. Nature of the Facilities; Varying Terrain: The trail system meanders within the District's natural areas, around stormwater ponds, environmental wetlands, and uplands. Because these trails traverse natural environments, they are subject to continuous natural forces. Users acknowledge that surfaces may be uneven, unpaved, and subject to natural degradation, including soil erosion, tree root uplift, and weather-related washouts. The trail system follows the natural topography of

the land. Users will encounter varying and steep grades, changing cross-slopes, and surface transitions.

2. Vehicles: To protect the safety of all trail users and preserve the natural environment, the following are strictly prohibited on the Trail System:
    - Skateboards, motorcycles, off-road vehicles (including ATVs), gas-powered motorized scooters, and golf carts.
    - Stand-up electric scooters (e-scooters), hoverboards, and similar motorized micromobility devices.
    - Electric dirt bikes (e-motos) and any throttle-only electric vehicle capable of exceeding twenty (20) mph.
        - *(Note: Class 1 pedal-assist electric bicycles are permitted, provided they are operated at safe, pedestrian-yielding speeds. Exceptions also apply for authorized District maintenance vehicles and recognized mobility devices utilized by individuals with disabilities).*

    Where vehicles or bicycles are permitted, proper control must be maintained at all times. Speed should be restricted to safe levels appropriate for existing trail conditions. Faster users should pass on left and announce their intention before passing. Avoid single-tracks when raining or muddy; traffic on wet trails causes damage.
3. Hours of Operation: District-owned trails are not to be used during the hours between dusk and dawn.
4. Approved Programs: All events, races, and competitions must be approved in advance by the District.
5. Designated Trails: Trail users must stay on existing designated trails.
6. Pets: Dogs and other permitted pets must be kept on a leash at all times while on the trail system. Patrons are responsible for picking up after all pets and disposing of feces properly.
7. Vegetation and Wildlife: The trail system traverses natural habitats. Wildlife, including but not limited to feral hogs, alligators, snakes, and insects, may be present on or near the trails at any time. Users must maintain situational awareness of their surroundings at all times. Feeding, harassing, or approaching wildlife is strictly prohibited.
8. Assumption of Risk: By utilizing the trail system, Users explicitly acknowledge and accept the inherent risks associated with natural recreational trails, including but not limited to uneven surfaces, edge drop-offs, slippery conditions, steep grades, and wildlife encounters. All use of the trail system is strictly subject to the "Use at Own Risk; Indemnification" provisions set forth in these Policies.

Fishing and Pond Policies

Only Patrons and their Guests may fish from ponds located within the District. Patrons and guests are asked to respect other landowners and access the ponds through the proper access points. The District operates under a catch and release policy for all fish

caught in the ponds. The ponds serve stormwater management purposes and are not to State Code for keeping or consuming your catch. The purpose of these bodies of water is to help facilitate the District's natural water system for stormwater runoff.

1. Guest Policy: Patrons between the ages of fourteen (14) and seventeen (17) are permitted to have one (1) Guest with them when fishing at the ponds. That Guest must be fourteen (14) years of age or older and have proper identification to verify age. Patrons over the age of eighteen (18) may have a maximum of four (4) guests with them.
2. Spear fishing or the use of spear guns, bow & arrows, and firearms are not permitted.
3. Cast netting is prohibited.
4. Removal of hooks and lures from fish should be performed in a manner that gives the fish the best chance of survival. De-hookers or needle-nose pliers always need to be carried by authorized users.
5. Circle hooks are recommended for all live bait fishing.
6. In events where dangerous wildlife is caught by hook or lure, the line(s) should be cut at a safe distance to avoid possible bodily injury and harm.
7. The use of traps is prohibited.
8. The use of profanity or disruptive behavior will not be tolerated.
9. All trash or debris must be disposed of in the appropriate receptacles. The philosophy of "If you bring it with you, you must take it with you when you leave" is employed.
10. Fish are not to be moved from one pond to another.
11. Patrons and Guests are not permitted to introduce fish or wildlife to ponds or stock any of the lakes or ponds.
12. Patrons and Guests will be responsible to obtain any permits or licenses that may be required under Florida Law to legally fish. Any monetary penalties or fees incurred by the District because of the user's failure to acquire such required permits or licenses will be the liability of the individual determined to be in violation.
13. Because of the potential presence of dangerous wildlife, pets are prohibited in all ponds on District property; swimming is prohibited in all ponds on District property; and watercraft of any kind are prohibited in all ponds on District property.
14. Parking along the county right of way or on any grassed area near the ponds is prohibited. It is recommended that Patrons wishing to fish in the ponds walk or ride bicycles.
15. Continued violation will result in the immediate reporting to local law enforcement authorities.
16. There is a 20-foot District owned buffer surrounding each pond. Patrons may fish in the 20-foot buffer during the hours of dawn to dusk and are asked to be respectful of adjacent homes.
17. Homeowners whose lots abut the pond are responsible for mowing, weeding and trash removal to the water's edge.

Natural Buffer Areas Policy

The following policy statement is intended to be consistent with the policies of other governments including Hillsborough County, and Southwest Florida Water Management District (SWFWMD) as it regards their natural, conservation tree protection and wetland conservation/preservation areas:

1. Natural Areas: Certain natural areas are not intended to be maintained, and maintenance activities may be restricted by applicable permits and regulations. These areas are to be left untouched to allow for nature to take its normal course. Vegetation that dies including, but not limited to trees, are left to fulfill their role in nature's process.
2. Unauthorized Clearing: Should a property owner remove, cut back or damage District property in natural areas, except as specifically authorized by this policy, they will be subject to reimbursement to the District for all costs associated with restoring the area in accordance with District, Hillsborough County, Southwest Florida Water Management District (SWFWMD) and any other state regulatory agency standards and regulations.
3. Threatening Trees: Trees within or immediately adjacent to natural areas that have died and appear to pose a threat of falling and damaging an abutting property owner's property may be addressed as follows:
    a. The owner of the abutting property must initially contact the District. The District will send a representative to confirm that the tree in question is located on District property. Once confirmed, the District will send an arborist to determine whether the tree poses a hazard. If so, and at its discretion, the District will remedy the situation by removing the tree or a portion thereof.
    b. If it is determined that the tree does not pose a hazard, the property owner may elect to cut or remove the tree at their own expense. Such abutting property owner must secure permission from the District and shall then be responsible for any needed permitting or review by Hillsborough County and SWFWMD. The goal of permitted trimming and/or removal, where warranted, is to minimize disturbance to these areas.
4. Fallen Trees: If a tree does fall onto another's property, that property owner may cut back or limb the tree as necessary to their property line. The rest of the tree is to be left as is.
5. Encroaching Vegetation: Property owners may trim back any vegetation that encroaches over their property line, but only up to their property line.
6. Property Owner Encroachments: No one can encroach into the natural areas or other District property for any reason, from maintenance to placement of personal property of any kind. Should a property owner encroach onto District property, they will be asked to remove any items they have placed on the property and may be subject to further legal action.

7. No trespassing: There is no trespassing allowed in any designated wetland conservation and/or mitigation areas located on District property. Trespassers will be reported to the local authorities.

Palmetto Club Venue Rental Fees & Policies

The District is the lawful owner, operator and manager of certain property located at 17004 Dorman Road, Lithia, Florida, 33547, which includes a ballroom (the "Ballroom"), a separate conference room (the "Conference Room"), and an outdoor garden and terrace area (the "Garden"). The Ballroom, Conference Room, Garden, and their adjoining roadways, walkways, entrances, exits, and appurtenances may, from time to time, be referred to collectively as the "Premises."

The Ballroom comprises of approximately 5,954 square feet of heated space that can be subdivided into three (3) separate sections by portable wall and space dividers (hereafter, the "Ballroom Sections"). If the Ballroom is not subdivided into the Ballroom Sections, it may be referred to as the "Entire Club".

1. Available Facilities: The following areas of the Palmetto Club are available for private rental (capacity; rental fee established by rule, time frame available) for up to six (6) total hours, including set up and post-event cleanup. Available Rental Period event times are from 10:00 am to Midnight.

   Patron Venue Rental Fees:

Venue Room	Monday – Thursday
Entire Club	$1,050.00
Veranda	$525.00
Garden	$525.00
Ballroom Sections	$525.00
Conference Room	$525.00

Venue Room	Friday & Sunday	Saturday
Entire Club	$2,100.00	$2,940.00
Veranda	$840.00	Not Available
Garden	$840.00	Not Available
Ballroom Sections	$840.00	Not Available
Conference Room	$840.00	Not Available

2. Reservations: To reserve a room, Patrons must submit to the Resident Services Office a completed Facility Rental Agreement and all fees associated with the rental. Reservations must be made at least two (2) weeks before the rental date, i.e., the Facility Rental Agreement must be completed, and payment received. One payment must be in the amount of the venue rental fee and the other payment must be in the amount of Two Hundred Ten Dollars ($210.00) as a deposit per

venue room. A cleaning and sanitizing fee of Two Hundred Ten Dollars ($210.00) will be added to each rental fee. The Resident Services Office has the authority to reasonably deny a request. Denial of a request may be appealed to the District's Board of Supervisors for consideration. Reservations for Charity Events must be made at least ninety (90) days in advance of event and are contingent on District Board approval.

3. Deposit: A deposit in the amount of Two Hundred Ten Dollars ($210.00) per venue room is required at the time the reservation is made. The deposit will be refunded in full if all conditions listed on the Facility Rental Agreement are met. The District may retain all or part of the deposit if the District determines, at its sole discretion, that it is necessary to repair any damages arising from the rental or if one or more of the conditions of the Facility Rental Agreement are not met.
4. Cancellation Policy: Cancellation of a reservation less than thirty (30) days from the reserved date will result in the loss of the rental fee and return of the deposit.
5. Staffing: One (1) staff person is required to be present during the facility rental period. Should alcohol be added to the Venue rental, an additional staff person is required by the District to be present, as such, an additional $131.25 rental fee will be added to the total amount owed.
6. Insurance Coverage: Additional liability insurance coverage may be required for any event that is approved to serve alcoholic beverages. This policy also pertains to certain events the District feels should require additional liability coverage on a case-by-case basis to be reviewed by the District Manager or Board of Supervisors. The District is to be named on these policies as an additional insured party.
7. Cleanup: Patron's cleanup responsibility shall include, but not be limited to, placing all trash and refuse in appropriate receptacles, removing all property that does not belong to the District from the Premises. Returning all-District furnishings to their original positions and clearing of tables of any food or drink debris.
8. Late Fees: As stated above, the Rental Period consists of a beginning time and an ending time. Patron hereby assumes full responsibility for vacating and returning all parts of the rented Premises to the District in the same condition as they were in when Patron took possession of the Premises by no later than the ending time of the Rental Period. Patron shall pay a Late Fee to the District of one hundred fifty-seven dollars and fifty cents ($157.50) for each additional partial to full hour that it, its agents, or property possess the facility. The District may, at its sole discretion, deduct any Late Fee from the deposit retained by the District.
9. Use of the Kitchen: Portions of the kitchen in the Palmetto Club are off limits to Patrons for venue rentals unless you have hired a professional catering provider who brings all their own equipment to use. None of the equipment in the kitchen is allowed to be used by Patrons or their provider except for the sinks, microwave, refrigerator, and water.

SUSPENSION AND TERMINATION OF ACCESS RULE

Law Implemented: ss. 120.69, 190.011, 190.012, Fla. Stat. (2023)
Effective Date: October 25, 2023

In accordance with Chapters 190 and 120 of the Florida Statutes, and on October 25, 2023 at a duly noticed public meeting, the Board of Supervisors ("Board") of the Fishhawk Ranch Community Development District ("District") adopted the following rules / policies to govern disciplinary and enforcement matters. All prior rules / policies of the District governing this subject matter are hereby rescinded for any violations occurring after the date stated above.

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1. Introduction. This rule addresses disciplinary and enforcement matters relating to the use of the amenities and other properties owned and managed by the District ("Amenity Facilities").

2. General Rule. All persons using the Amenity Facilities and entering District properties are responsible for compliance with the rules and policies established for the safe operations of the District's Amenity Facilities.

3. Facility Access Card. Facility Access Cards are the property of the District. The District may request surrender of, or may deactivate, a person's card for violation of the District's rules and policies established for the safe operations of the District's Amenity Facilities.

4. Suspension and Termination of Rights. The District, through its Board of Supervisors ("Board"), District Manager, and Community Director shall have the right to restrict or suspend, and after a hearing as set forth herein, terminate the Amenity Facilities access of any Patron and members of their household or Guests to use all or a portion of the Amenity Facilities for any of the following acts (each, a "Violation"):

a. Submitting false information on any application for use of the Amenity Facilities, including but not limited to facility rental applications;

b. Failing to abide by the terms of rental applications;

c. Permitting the unauthorized use of a Patron Card or otherwise facilitating or allowing unauthorized use of the Amenity Facilities;

d. Exhibiting inappropriate behavior or repeatedly wearing inappropriate attire;

e. Failing to pay amounts owed to the District in a proper and timely manner (with the exception of special assessments);

f. Failing to abide by any District rules or policies (e.g., Amenity Policies);

g. Treating the District's staff, contractors, representatives, residents, Patrons or Guests, in a harassing or abusive manner;

h. Damaging, destroying, rendering inoperable or interfering with the operation of District property, or other property located on District property;

i. Failing to reimburse the District for property damaged by such person, or a minor for whom the person has charge, or a guest;

j. Engaging in conduct that is likely to endanger the health, safety, or welfare of the District, its staff, amenities management, contractors, representatives, residents, Patrons or Guests;

k. Committing or being alleged, in good faith, to have committed a crime on or off District property that leads the District to reasonably believe the health, safety or welfare of the District, its staff, contractors, representatives, residents, Patrons or Guests is likely endangered;

l. Engaging in another Violation after a verbal warning has been given by staff (which verbal warning is not required); or

m. Such person's guest or a member of their household committing any of the above Violations.

5. Suspension Procedures.

a. ***Immediate Suspension***. The District Manager, Community Director or their designee has the ability to immediately remove any person from one or all Amenities or issue a suspension for up to thirty (30) days for infractions including but not limited to those Violations described above if such infractions involve use of profanity or vulgarity, failure to follow staff direction, disrespect or threats toward staff or other Patrons, or when such action is necessary to protect the health, safety and welfare of other Patrons and their guests, or to protect the District's facilities from damage. Crimes committed or allegedly committed on District property shall automatically result in an immediate suspension until the next Board meeting. In addition to other violations in the District's discretion, the following offenses may result in an immediate suspension:

- Walking, climbing, or jumping from the waterfall rocks at the pool will result in immediate suspension for up to one (1) year.
- Failure to follow slide procedures will result in loss of Patron's slide privileges and/or expulsion from the pool facilities for one (1) day. Subsequent violations may result in longer suspensions.

- Use of the pool ADA chair lifts by non-disabled individuals will result in immediate suspension from the facility for one (1) day. Subsequent violations may result in longer suspensions.
- Violation of the Starling Club Game Room policies will result in an immediate suspension from the Game Room for one (1) day. Subsequent violations may result in longer suspensions.
- Use of any Amenity Facilities outside of open hours will result in an immediate suspension.
- Disrespectful or threatening behavior or language toward staff will result in an immediate suspension.
- Otherwise, if, based on the nature of the offense, staff recommends a suspension longer than thirty (30) days, such suspension shall be considered at the next Board meeting.

b. ***Non-Immediate Suspension.*** The District shall follow the process below regarding Suspension or Termination due to offenses not requiring immediate suspension of privileges:
    - ***First Offense.*** A First Offense Violation will result in written notice of the violation being given to Patron and a copy of such notice being filed in the Resident Services Office.
    - ***Second Offense***. A Second Offense Violation will result in an automatic suspension of all amenity privileges for up to thirty (30) days. Written notice will be given to Patron and a copy of such notice will be filed in the Resident Services Office
    - ***Third Offense***. A Third Offense Violation will result in a suspension of all amenity privileges until the next Board of Supervisors Meeting, at which time District Staff may recommend suspension for up to one (1) calendar year. A record of all previous offenses will be presented to the Board for a recommendation of termination of Patrons privileges A written notice will be given to Patron as to the Board's decision.

c. ***Permanent Termination.*** Permanent termination of access to the District's Amenity Facilities shall only be considered and implemented by the Board in situations that pose a long term or continuing threat to the health, safety and/or welfare of the District, its staff, contractors, representatives, residents, Patrons or Guests. The Board, in its sole discretion and upon motion of any Board member, may vote to rescind a termination of access to the Amenity Facilities.

d. ***Notice of Suspension***. The District Manager or his or her designee shall mail a letter to the person suspended referencing the conduct at issue, the sections of the District's rules and policies violated, the time, date, and location of the next regular Board meeting, and a statement that the person

has a right to appear before the Board and offer testimony and evidence to appeal the suspension. If the person is a minor, the letter shall be sent to the adults at the address within the community where the minor resides. If contact information for the owner of the property differs from the contact information for the person committing the violation, notice shall also be provided to the owner of the property.

6. Administrative Reimbursement. The Board may in its discretion require payment of an administrative reimbursement of up to Five Hundred Dollars ($500) 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 access, any applicable legal action warranted by the circumstances, and/or any Property Damage Reimbursement (defined below).

7. Property Damage Reimbursement. If damage to District property 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 Amenity access, any applicable legal action warranted by the circumstances, and/or any Administrative Reimbursement.

8. Initial Hearing by the Board; Reimbursements.

a. If a person's Amenity Facilities privileges are suspended, as referenced in Section 5, a hearing may be held at the request of the suspendee, any member of District staff, or any Board member 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 suspendee.

b. 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.

c. After the presentations by District staff and the person subject to the suspension, the Board shall consider the facts and circumstances and determine whether to lift or modify 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, any prior Violations and/or suspensions, and any other relevant information.

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

e. 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.

f. After the conclusion of the hearing, the District Manager shall mail a letter to the person suspended identifying the Board's determination at such hearing.

9. Suspension by the Board. The Board on its own initiative acting at a noticed public meeting may elect to consider a suspension of a person's access for committing any of the Violations outlined in Section 4 or to consider any prior suspension to determine if a modification is warranted. In such circumstance, a letter shall be sent to the person suspended which contains all the information required by Section 5, and the hearing, if requested or otherwise required, shall be conducted in accordance with Section 8.

10. 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 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 deactivate, all access cards or key fobs associated with an address within the District until such time as the outstanding amounts are paid.

11. Appeal of Board Suspension. After the hearing held by the Board required by Section 8, 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"), as referenced in Section 8(e). 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 of the notice of the Board's determination as required by Section 8(f), 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.

12. Legal Action; Criminal Prosecution; Trespass. If any person is found to have committed a Violation, such person may additionally be subject to arrest for trespassing or other applicable legal action, civil or criminal in nature. If a person subject to a suspension or termination is found at the Amenity Facilities, 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 Amenity Facilities after expiration of a suspension imposed by the District.

13. Severability. If any section, paragraph, clause or provision of this rule shall be held to be invalid or ineffective for any reason, 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.