

# K-Bar Ranch II

## Community Development District



Conceptual Drawing by Sharp Design Studio

## Community Facilities Rules & Regulations

Adopted January 9, 2020

**K-Bar Ranch II Community Development District  
Community Facilities Rules & Regulations**

**Table of Contents**

<b>GENERAL.....</b>	<b>1</b>
<b>DEFINITIONS.....</b>	<b>1</b>
<b>CONDUCT CODE.....</b>	<b>2</b>
<b>LEASE PROCEDURES AND TRANSFER OF PRIVILEGES.....</b>	<b>3</b>
<b>USE OF COMMUNITY FACILITIES.....</b>	<b>4</b>
<b>COMMUNITY FACILITY RENTAL POLICIES.....</b>	<b>6</b>
<b>COMMUNITY PONDS.....</b>	<b>9</b>
<b>PLAYGROUND RULES.....</b>	<b>9</b>
<b>SWIMMING POOL FACILITY.....</b>	<b>10</b>
<b>POOL PARTIES.....</b>	<b>11</b>
<b>TENNIS/PICKLE BALL COURTS.....</b>	<b>12</b>
<b>VIOLATION OF RULES AND REGULATIONS.....</b>	<b>13</b>
<b>PARKING.....</b>	<b>14</b>
<b>PARKING POLICY.....</b>	<b>16</b>
<b>DESIGNATED PARKING AREAS.....</b>	<b>16</b>
<b>PARKING EXCEPTIONS/SPECIAL DISPENSATION AND     CIRCUMSTANCES.....</b>	<b>17</b>
<b>TOWING/REMOVAL PROCEDURES.....</b>	<b>18</b>
<b>EXHIBIT “A” – PARKING MAP.....</b>	<b>20</b>

# **Community Facilities Rules & Regulations**

## General

K-Bar Ranch II Community Development District (the “District”) has adopted these Rules and Regulations for the safety and security of the District and its users. The Board of Supervisors may modify these Rules and Regulations from time to time as needed.

Violations of the Rules and Regulations are subject to verbal warnings, written warnings, suspension and further actions taken as outlined in the Rules and Regulations and deemed appropriate by the Board of Supervisors and its duly authorized representatives.

## Definitions

All capitalized terms shall have the meanings as defined herein.

1. Adult – An individual eighteen (18) years of age, or older.
2. Access Cards – Cards are issued to eligible Members that meet the requirements contained in these Rules and Regulations strictly for the use of the individual to access the Recreational Facilities in accordance with the Rules and Regulations. The cards will be issued at the Community Facility office and will contain a photo of the cardholder.
3. Annual Pass – an annual pass may be purchased by a non-resident of the District at a cost of the highest operation and maintenance fee plus a 20% administrative fee, which cannot be pro-rated, per household. Annual Passholders have the right to use the Community Facilities and will be subject to the same Rules and Regulations and Penalties as Residents within the District.
4. Board of Supervisors – the Board of Supervisors of the K-Bar Ranch II Community Development District.
5. Common Areas – All real property (including the improvements thereto) now or hereafter owned by the District for the common use.
6. Community Facilities – All areas included in the Recreational Facilities and Common Areas.
7. District Management or District Manager – Those agents and representatives of the management firm hired by the District.

8. Guest(s) – Any person who is accompanying a Member to the Community Facilities. A Member shall be responsible for all Guests within the Community Facilities. All Members shall remain with their Guests at all times. The Recreation Manager may make accommodations as necessary for unaccompanied guests. Approvals for unaccompanied guests must be received in advance and are at the sole discretion of the Recreation Manager.
9. Invitee(s) – A person who is invited onto the Community Facilities as a member of the public or enters for the purpose of business dealings.
10. Member – Shall mean Resident, Annual Passholder or Tenant.
11. Properties – Shall mean and refer to that certain real property located within the District boundaries, and such addition thereto as may hereafter be brought within the boundaries of the District.
12. Recreational Facilities– Includes the swimming pool facilities, activity center (a.k.a. clubhouse), playground, restrooms and tennis/pickle ball courts.
13. Recreational Staff (“Staff”) – Those individuals employed by the amenities management firm hired by the District such as Recreation Manager (as defined below), pool attendants, and maintenance personnel.
14. Recreation Manager – On-site member of Staff responsible for managing the District’s Community Facilities.
15. Resident – A homeowner/household living within the District’s boundaries.
16. Rules and Regulations – Any written rules or regulations adopted, implemented or published by the District or its Board of Supervisors at any time and from time to time amended, with respect to the conduct and security of the Members and their Guests, invitees, agents and contractors within the Properties.
17. Tenant – A lessee of a dwelling within the District who has had privileges for use transferred pursuant to these Rules and Regulations.

### Conduct Code

Improper conduct, obscenities, verbal or physical threats by any user will not be tolerated anywhere in the Community Facilities. Actions by any person of any nature, which may be dangerous, create a health or safety problem, create a

hostile environment, or disturb others, are not permitted. This includes noise, intoxication, quarreling, threatening, fighting, offensive or abusive language or behavior. Members are responsible for family, their Guests and Invitees.

All users are expected to conduct themselves properly with due consideration for each other and for fellow users, Guests and Staff. The Recreation Manager has the authority to discipline within the Rules and Regulations any person for conduct, which in their opinion tends to endanger the welfare, interest or character of the District, as well as for the violations of the specific Rules and Regulations of the District.

As stated in the Rules and Regulations, the District and/or Staff have the right to ask any person(s) to cease their conduct and/or leave the premises as a result of conduct which serves to harass or annoy other persons using or working in the Community Facilities.

At the discretion of the Staff and District Management dealing with the situation, the assistance of the local law enforcement agency may be sought to maintain order. A copy of the official law enforcement report of the incident shall be obtained by Staff and delivered to District Management within five (5) business days.

Any person who verbally threatens the physical well-being of another person or who engages in behavior that may be dangerous, create a health or safety problem, create a hostile environment, or otherwise disturb others and cause them to fear for their physical well-being may be reported to the local law enforcement agency by Staff.

Anyone who observes a violation of these Rules and Regulations shall bring the matter to the attention of any Staff on duty or to District Management. Users are discouraged from trying to enforce the Rules and Regulations on their own.

Staff, fellow users and Guests are to be treated in a courteous and considerate manner. No member of Staff shall be reprimanded or harassed in any way by a user. All complaints regarding services rendered by any Staff member must be made to the Recreation Manager or District Management.

Users shall not engage or direct Staff on any private business, nor shall any Staff member be used for the individual benefit of the Member, nor shall any Member direct, supervise, or in any manner attempt to assert control over any such Staff or Users.

### Lease Procedures and Transfer of Privileges

Any homeowner permitting a Tenant to occupy his/her dwelling must notify the

Recreation Manager. All Tenants living within the leased home must be listed on the Lease Agreement. Leases must contain a clause that indicates the Tenant has received a copy of all District Rules and Regulations and agrees to be bound by them. Households may transfer their privileges for use of the Community Facilities to their Tenants by contacting the District Manager or Recreation Manager. Homeowners shall have no privileges while Tenants are using the transferred rights. A Tenant may not transfer privileges to another person. Upon transfer of privileges to a Tenant the homeowner no longer has any privileges to use of Community Facilities until such time that the Recreation Manager is notified of termination of transfer and the Access Cards for the Tenants are returned.

In the event a home is sold, the homeowner's Access Card is to be turned in to the Recreation Manager. The card will be deactivated, and a new card issued to the new homeowner.

### Use of Community Facilities

1. Community Facilities are for the use of Members and Guests. Recreation Staff may ask to inspect proper identification and those persons not showing it may be required to leave. **All Community Facilities are used at the risk and responsibility of the user and the user shall hold the District harmless from damage or claims by virtue of such use.**
2. Each household or Annual Passholder is allowed up to five (5) Guests at one time unless prior approval for additional Guests is given. Unless otherwise provided herein, Guests must be accompanied by a member of the household and must obtain a guest pass from the Recreation Manager.
3. Members and Guests may use the Recreational Facilities as follows:
  - a. Each household/Annual Passholder Member 15 years and older will be issued an Access Card. These cards are for use by the card holder only.
  - b. The card is used to access the swimming pool facility, activity center, playground, tennis/pickle ball courts. Age restrictions apply.
  - c. When you use the Access Card, your name and time of entry are registered.
  - d. Your card is your responsibility. If you misplace your card, please contact the Staff immediately so that the card can be deactivated.
  - e. Replacement cards will be issued at a charge of \$25 each.

- f. Hours for the Community Facilities are posted at the entrance to each facility. Hillsborough County curfew laws supersede this policy and applicable individuals must adhere to these laws first and foremost.
- g. When applying for an Access Card, State issued identification must be presented (i.e. driver's license, birth certificate, or passport), a copy of a utility statement and or a vehicle registration showing the address. Each cardholder is required to sign an Access Card Agreement. Tenants must also provide a copy of their lease.
- h. Skateboarding or use of similar equipment will not be permitted anywhere on the Community Facilities unless otherwise posted.
- i. Shirts and shoes are to be worn in the Recreational Facilities, except the swimming pool area.
- j. Wet bathing suits are not allowed to be worn inside the activity center.
- k. Profanity and bullying will not be tolerated.
- l. No vandalizing of Community Facilities.
- m. For Safety, anyone under the age of fifteen (15) must be accompanied by an Adult when visiting the Recreational Facilities.
- n. No fighting.
- o. Except as permitted under Florida law, no firearms or weapons (as defined in Chapter 790, Florida Statutes) are permitted on the Properties.
- p. With the exception of a community sponsored event where alcoholic beverages are permitted, users or Guests may not bring or consume alcoholic beverages within the Community Facilities. No one under the age of twenty-one (21) is allowed to bring or consume alcoholic beverages within the Community Facilities.
- q. Use of tobacco products, vaping, illegal drugs and paraphernalia are prohibited.
- r. No pets (except as allowed by applicable law) will be allowed in any fenced Common Area, including the swimming pool area, with the exception of community events and or programs that may specifically allow pets to attend. All pets must be on a leash outside of each

Resident's property.

- s. Community Facilities shall be used only for the purpose for which they are designed.
  - t. Climbing gates, fences, or gaining access to the Community Facilities through non-traditional or unorthodox means is not allowed.
4. Community property may not be removed or altered from any Community Facility without written consent of the Board of Supervisors or District Manager.
  5. Nothing is to be stored or accumulated on Common Areas. No accumulation of rubbish, debris or unsightly materials will be permitted on Common Areas.
  6. No person shall commit any nuisance, vandalism, boisterous or improper behavior on or within the Community Facilities that interferes with or limits the enjoyment of the Community Facilities by users. Anyone damaging community property or Community Facilities must reimburse the District for all costs associated with its repair or replacement. Members are responsible for damages caused by their family, Guests and Invitees.
  7. In accordance with the Florida Clean Air Act, smoking and/or vaping is prohibited within the Community Facilities, unless it is within a designated area established for such use.
  8. The District has the right to close any Community Facility. Any Community Facility closed by the District shall not be used in any manner until it is reopened.
  9. Programs may be offered at the Recreational Facilities for Member's participation. These programs may have a cost for participation. All instructors are independent contractors that must be approved, certified, insured and must have a contractual agreement with the District.
  10. With the exception of community sponsored events, bounce houses, waterslides and other similar temporary play structures/equipment are strictly prohibited.

### Community Facility Rental Policies

Members and non-Members may reserve for rental all or half of the multi-purpose room located in the activity center and Tennis/Pickle Ball Courts for private events/play. Reservation of the Tennis/Pickle Ball Courts is specifically addressed



in the section regarding the Tennis Court. The following is particular to the activity center. The daily guest limits referenced in these Rules and Regulations shall not apply to guests attending a private function. Members and non-Members interested in reserving a space in the activity center should contact the Recreation Manager regarding the anticipated date and time of the event to determine availability. Community Facilities are not available for reservation when those facilities have been otherwise reserved for use by the District or K-Bar Ranch II Master Association.

1. *Available Facilities:* The following Community Facilities are available for private rental for up to five (5) total hours (including set-up and post-event cleanup), at the following rates:

Multi-purpose Room in activity center

- Reservation by the District or the K-Bar Ranch II Master Association – no charge and has first right
- Reservation by Members                 \$100.00 for half room  
   \$200.00 for full room
- Reservation by non-Members         \$200.00 for half room  
   \$400.00 for full room
- Reservation by governmental unit or homeowner association meetings         \$100.00 for half room  
   \$200.00 for full room
- Reservations for governmental unit or homeowner association events         \$200.00 for half room  
   \$400.00 for full room

**No alcohol may be served at private events.**

**The Member or non-Member, governmental unit or homeowner's association renting any portion of the Community Facilities shall be responsible for any and all damage and expenses arising from the rental.**

2. *Reservations:* Members and non-Members interested in making a reservation must submit to the Recreation Manager a completed Use Application. At the time of submission, two (2) checks or money orders (no cash) made out to *K-Bar Ranch II Community Development District* should be submitted to the Recreation Manager. One (1) check should be in the amount of the room rental fee referenced above and the other check should be in the amount of a deposit (see subsection 4. below). The Recreation Manager will review the Use Application on a case-by-case basis and has the authority to reasonably deny a request. Denial of a request may be appealed in writing to the District's Board of Supervisors for consideration. For consideration, all written appeals should be delivered to the District Manager.

3. *Staffing:* When Staff is required at a private event, all users shall be required to pay for the Staff at a rate to be determined by the Recreation Manager.
4. *Deposit:* As stated above, private rental of the multi-purpose room in the activity center requires a deposit according to the following schedule at the time the reservation is approved:
  - Reservation by the District or the K-Bar Ranch II Master Association – no deposit required
  - Reservation by Members - \$200.00
  - Reservation by non-Members - \$400.00
  - Reservation by other governmental unit or homeowners association - \$100.00

To receive a full refund of the deposit, and to avoid cleaning charges following a private rental, the following must be completed:

- a. Ensure that all garbage is removed from the premises.
- b. Remove all displays, favors or remnants of the event.
- c. Restore the furniture and other items to their original position.
- d. Wipe off tabletops, etc.
- e. Ensure that no property has been removed from the activity center.
- f. Ensure that no damage has occurred to the activity center and/or any property in the activity center.

The Recreation Manager shall determine the amount of deposit to return, if any. Deposit checks will be returned only to the individual who completed the Use Application or to a party designated by such individual at the time of submittal of the Use Application.

NOTE: Cash and/or credit cards cannot be accepted. Payment is by check only. Use of money orders or cashier checks for a deposit is not recommended.

5. *Adherence to Rules and Regulations.* Members or non-Members and their Guests and Invitees are required to adhere to all Rules and Regulations. Failure to comply with such Rules and Regulations may result in the forfeiture of the deposit.
6. *Additional Cleaning.* If additional cleaning of rented facilities is required, the user reserving the facility will be liable for any expenses incurred by the District to hire an outside cleaning contractor. In light of the foregoing, users

may opt to pay for the actual cost of cleaning by a professional cleaning service hired by the District.

7. *General Policies:*

- a. No decorations may be affixed to the walls, doors or any fixtures.
- b. The volume of live or recorded music must not violate applicable Hillsborough County noise ordinances.
- c. Event Liability coverage may be required on a case by case basis in the sole discretion of the Board of Supervisors.

### Community Ponds

1. Swimming is not permitted in any of the stormwater ponds within the District.
2. The operation of any type of watercraft upon the stormwater ponds within the District, is prohibited. This shall not apply to operation of motorized watercraft by an agent of the District while acting within the scope of his/her duties.
3. Fishing in stormwater ponds is prohibited unless designated otherwise. Designated fishing areas may be determined by the District's environmental permits. Fishing behind a home other than your own is not allowed. Look for signage indicating a designated common area fishing site. Fishing shall be catch and release only.

### Playground Rules (the "Park")

1. Park hours are from 8:00 AM till dusk.
2. The play structures are designed for children under the age of twelve (12).
3. Children must be supervised by an Adult at all times.
4. No glass containers are allowed in area.
5. Alcoholic beverages are not allowed in the Park.
6. Use of profanity and/or disruptive behavior will not be tolerated.
7. Report violators, damaged equipment and unsafe conditions to the Recreation Manager.
8. Call 911 in the event of an emergency and inform the Recreation Manager and District Manager.
9. The Park may be equipped with closed-circuit surveillance cameras.

10. Vaping, tobacco products, marijuana, illegal drugs and paraphernalia are prohibited.

### Swimming Pool Facility (the “Pool Facilities”)

1. The Pool Facilities are open from one half hour after sunrise until one half hour before dusk or as otherwise posted and required by applicable law.
2. Access Cards must be readily available to Staff when using the Pool Facilities.
3. Lifeguards will not be present at the Pool Facilities. All persons using the Pool Facilities do so at their own risk.
4. For safety, children under the age of fifteen (15) must be accompanied by an Adult at all times to swim or to enter the pool in any manner.
5. All persons using the Pool Facilities shall obey the capacity requirements posted, which are defined by Hillsborough County and the State of Florida.
6. Proper swimming attire must be worn while using the Pool Facilities. (Bathing suits only) No thong swimwear is permitted at the Pool Facilities.
7. Vaping, tobacco products, marijuana, illegal drugs and paraphernalia are prohibited in the Pool Facilities.
8. Incontinent persons, including children who are not toilet-trained, must wear swim diapers or other protective pants designed for use in a swimming environment when using the pool.
9. No floatation devices are permitted in the pool without prior approval, except for swim aids and water aerobics equipment.
10. No running or rough housing is allowed in the swimming Pool Facilities.
11. No animals with the exception of qualified animals mandated by law are allowed within the Pool Facilities.
12. Alcohol is prohibited at the Pool Facilities.
13. No glass containers of any kind are allowed in the Pool Facilities.
14. Radios and/or “boom boxes” may not be played at the pool. All portable electronic devices are allowed if headphones are used.
15. Food and beverages are prohibited in the pool and on the pool wet deck area per

Florida Statute. The wet deck area is defined herein as the four (4) foot area from the water's edge around the entire perimeter of the pool.

16. No profanity and/or disruptive behavior, loud noise, running, jumping, diving, flips or boisterous activity is permitted in the Pool Facilities.
17. Pool furniture shall not be removed from the pool deck area or placed into the swimming pool.
18. Items left in the Pool Facility after dusk will be kept in Lost & Found for a period of one (1) week. If the item(s) are not claimed, the item(s) will be discarded.
19. The Pool Facility cannot be rented for parties or other group functions, except as provided below.
20. Any person swimming after the Pool Facilities are closed may be suspended from the Recreational Facilities and is subject to trespassing charges.
21. Call 911 in the event of an emergency.
22. The Pool Facilities are equipped with closed circuit surveillance cameras.
23. The Pool Facilities will be closed during electrical storms or when rain makes it difficult to see any part of the pool or pool bottom clearly or as otherwise determined by the Recreation Manager and/or District Manager. The pool will be closed at the first sound of thunder or sighting of lightning and will remain closed for thirty (30) minutes after the last sighting. Everyone must leave the pool deck immediately upon hearing thunder or sighting lightning, or when instructed to do so by Staff.

### Pool Parties

1. All parties shall be limited to the area of the Pool Facility designated by the Recreation Manager and/or District Manager. Unauthorized pool parties are not permitted.
2. A Pool Party Usage Agreement shall be executed by the Applicant.
3. All parties must be booked in advance through the Recreation Manager and/or District Manager.
4. Only Members are allowed to book a pool party. A \$100.00 refundable deposit is due at the time the application is submitted.
5. A non-refundable usage fee of \$50.00 shall be charged to Members.

6. The party is limited to a maximum of 20 people.
7. For every 5 children between 2- 6 years old, at least one adult must be present.
8. All paper goods (decorations, plates, cups, etc.) trash and food must be removed at the end of the party from the pool facility.
9. All food and gift wrap must be kept away from the pool.
10. Tables must be wiped down thoroughly at the end of the party.
11. No balloons, silly string, glitter, confetti or other messy party favors are permitted.

### Tennis/Pickle Ball Courts

1. Access to the courts is with your Amenity Access Card.
2. Play is on a first come, first serve basis unless an event has been planned using these areas or the area is reserved in accordance with the provisions of this section.
2. Proper tennis attire is required while on the courts, such as; sportswear and tennis shoes/sneakers.
3. Profanity and/or disruptive behavior are not permitted.
4. No rollerblades, skateboards, bicycles, children's motorized vehicles or similar equipment are allowed on the courts.
5. Glass containers are not allowed in the court areas.
6. Portable radios and/or "boom boxes" are not allowed in the court areas. All portable electronic devices are allowed if headphones are used.
7. No pets, except as otherwise allowed by law, are allowed on the courts.
8. Any Member eighteen (18) years or older may (one time per month) reserve a tennis/pickleball court at no fee for doubles (4 players) or both courts (8 players). Time is limited to ninety (90) minutes. Requests to Recreation Manager must be at least one (1) week in advance in order to give other users proper notice of a reservation. Any reservations will be posted on the tennis court gates.

## Violation of Rules and Regulations

All persons using or entering the Community Facilities are responsible for compliance with, and shall comply with, the Rules and Regulations established for the safe operations of the Community Facilities.

1. *Suspension of Rights.* The District, through its Board of Supervisors, District Manager, and Recreation Manager, shall have the right to restrict, suspend, or terminate the privileges of any person to use the Community Facilities for any of the following behavior:
  - a. Submits false information on any application for use of the Community Facilities;
  - b. Permits the unauthorized use of an Access Card;
  - c. Exhibits unsatisfactory behavior;
  - d. Fails to pay amounts owed to the District in a proper and timely manner;
  - e. Fails to abide by any District Rule or Regulation contained herein;
  - f. Treats the District's supervisors, Staff, contractors, or other representatives, or other Member or Guests, in an unreasonable or abusive manner;
  - g. Damages or destroys District property; or
  - h. Engages in conduct that is improper or likely to endanger the health, safety, or welfare of the District, or its supervisors, Staff, contractors, or other representatives, or other users or Guests.
  - i. Any person using Recreational Facilities after the facilities are closed may be suspended from use of Recreational Facilities and is subject to trespassing charges.
2. *Authority of Recreation Manager.* The Recreation Manager or his or her staff has the ability to remove any person from one or all Community Facilities if any of the above-referenced behaviors are exhibited or actions committed. The Recreation Manager or Staff may at any time restrict or suspend for cause or causes, including but not limited to those described above, any person's privileges to use any or all of the Community Facilities for a period not to exceed seven days.
3. *Authority of District Manager.* The District Manager may at any time restrict, suspend or terminate for cause or causes, including but not limited to those described above, any person's privileges to use any or all of the Community Facilities for a period greater than seven days. Any such person will have the right to appeal the imposition of the restriction, suspension or termination before the Board of Supervisors. For consideration, all written appeals should be delivered to the District Manager at least ten (10) days before a duly advertised Board meeting.
4. *Legal Action; Criminal Prosecution.* If any person is found to have committed any of the infractions noted in Section 1 above, such person may additionally be subject to arrest for trespassing or other applicable legal action, civil or criminal in nature.

## Parking.

1. *Introduction.* This Rule authorizes parking in designated areas within the parking lot for the Recreational Facilities at the K-Bar Ranch II Community Development District (“District”) as well as the towing or removal of unauthorized Vehicles and Vessels parked within the parking lot for the Recreational Facilities at the District designated as Tow-Away Zones, which area is identified on the attached **Exhibit “A”**.
2. *Definitions.*
  - a. Vehicle: Any device in, upon, or by which any person or property is or may be transported or drawn upon a highway, including Recreational Vehicles and Commercial Vehicles as defined herein.
  - b. Commercial Vehicle: Any mobile item which normally uses wheels, whether motorized or not, that (i) is titled, registered or leased to a company and not an individual person, or (ii) is used for business purposes even if titled, registered or leased to an individual person.
  - c. Vessel: Any watercraft, barge, or airboat used or capable of being used as a means of transportation on water.
  - d. Recreational Vehicle: A Vehicle designed for recreational use, including but not limited to motor homes, campers and trailers.
  - e. Parked: A Vehicle or Vessel left unattended by its owner or user.
  - f. Tow-Away Zone: District property in which parking is prohibited and in which the District is authorized to initiate a towing and/or removal action.
  - g. Overnight: Between the hours of 10:00 PM and 7:00 AM daily.
3. *Designated Parking Areas.* Vehicles and Vessels may be parked on property owned by the District only as permitted under this Rule.
  - a. Recreational Facilities. Parking is permitted for Members and Guests (as defined in the Recreational Facilities Rules and Regulations adopted by the District’s Board of Supervisors concurrently with this rule) and District staff, employees, vendors and consultants only in certain areas and during the hours of 7:00 AM to 10:00 PM. **ABSENT AN APPLICABLE EXCEPTION SET FORTH IN THIS RULE, NO PARKING IS PERMITTED IN THESE AREAS EXCEPT WITHIN THE STATED HOURS OF 7:00 AM to 10:00 PM.**
4. *Establishment of Tow-Away Zones.* **DISTRICT TOW-AWAY ZONES.** All District property in which parking is prohibited by this Rule, either entirely or during specific hours, and as identified on **Exhibit “A”** attached hereto is hereby declared a Tow-Away Zone. To the



extent that parking on District property is only prohibited during specific hours, that portion of District property shall only be considered a Tow-Away Zone during the period of time in which parking is prohibited.

5. *Exceptions.*

- a. **Parking Passes.** Residents may request a temporary overnight parking pass (“Overnight Pass”) for their Guests who are visiting from out of town by contacting the Recreation Manager or District Manager. If the Recreation Manager or District Manager approves the request, an Overnight Pass will be provided to the Resident. In no event may an Overnight Pass be granted for more than ten (10) consecutive nights per Vehicle as identified by the Vehicle’s license plate number. It is the responsibility of the Resident requesting an Overnight Pass to secure all necessary documentation and approval from the Recreation Manager or District Manager. Failure to do so will result in the towing or removal of the Vehicle. The Overnight Pass must be visibly displayed in the Vehicle at all times that the Vehicle is parked in District parking areas.

6. *Towing/Removal Procedures.*

- a. **Signage and Language Requirements.** Signage for Tow-Away Zones shall be approved by the District’s Board of Supervisors. The signs (i) shall comply with the language and posting requirements set forth in Section 715.07, Florida Statutes and/or other applicable law; (ii) shall be placed in conspicuous locations in the areas identified as Tow-Away Zones on **Exhibit “A”** attached hereto; and (iii) shall identify, if applicable, the hours in which the area is designated as a Tow-Away Zone. The District shall obtain any local permits and approvals necessary for such signage.
- b. **Towing/Removal Authority.** The District’s Board of Supervisors shall enter into and maintain a written agreement with a firm authorized by Florida law to tow/remove unauthorized Vehicles or Vessels from the District’s Tow-Away Zones in accordance with Florida law and the policies set forth herein. To effect the towing/removal of a Vehicle or Vessel, the District Manager or his or her designee must verify that the subject Vehicle or Vessel was not authorized under this Rule to park during the period in question and must then contact the towing firm, which must tow/remove the Vehicle or Vessel in accordance with Florida law.

7. *Parking at Your Own Risk.* The District assumes no liability for any theft, vandalism and/or damage that might occur to personal property and/or to Vehicles or Vessels parked on District property and towed or removed pursuant to this Rule.

8. *Sovereign Immunity.* Nothing herein shall constitute or be construed as a waiver of the District’s limitation on liability contained in Section 768.28, Florida Statutes, or other applicable statutes or law.

9. *Enforcement.* Pursuant to Sections 120.69(2) and (7) and 190.041, Florida Statutes, and other applicable law, if any person is found to have violated any provision of these

Rules and Regulations, the District shall have the right to impose on the violator a fine up to the amount of \$1,000.00 and to collect such fine together with attorney's fees as provided under Florida law. Additionally, the District reserves the right to pursue any other applicable legal action at law or in equity, whether civil or criminal in nature.

10. Amendment. The District reserves the right to amend or modify these Rules and Regulations when necessary in the sole and absolute discretion of the District Board of Supervisors.

## **K-BAR RANCH II COMMUNITY DEVELOPMENT DISTRICT**

### **PARKING POLICIES STATEMENT**

### **RESERVATION OF AMENDMENT POWER**

The Board of Supervisors of K-Bar Ranch II Community Development District (hereinafter referred to as the "District") reserves the right to amend, at any time, the policies contained herein at its sole and absolute discretion.

#### **NOTICE**

Failure to comply with the policies stated herein may possibly result in towing / removal of the violating personal property (Watercraft, Trailer, RV, etc.) or vehicle (car, truck, motorcycle) at owner's expense.

**Park At Your Own Risk:** The District assumes no liability for any theft, vandalism and / or damage that might occur to personal property and / or vehicles parked on its property.

In the event theft, vandalism and / or damage occur to either personal property or vehicles, affected owners are advised to contact the local law enforcement. In the event theft, vandalism and / or damage occur, District staff will not contact local law enforcement on behalf of affected owners.

### **SECTION I: DESIGNATED PARKING AREAS**

Street Parking:

- NO OVERNIGHT PARKING permitted anytime between the hours of 12:00 A.M. and 6:00 A.M.

- NO PARKING on the main thoroughfares, at any time except for temporary sightseeing where one does not leave his or her vehicle.

Recreational Facilities Parking:

- As governed by the Community Facilities Rules & Regulations adopted by the District on January 9, 2020, as amended.

Other District Common Areas (including mailbox kiosks):

- Parking for District Staff, Employee and Vendors / Consultants only (active project or construction related activities).
- NO OTHER PARKING permitted but parking exceptions may be granted (pursuant to the procedures as provided herein) for the Briarbrook mailbox kiosk area.

## **SECTION II: PARKING EXCEPTIONS / SPECIAL DISPENSATION AND CIRCUMSTANCES**

1. Parking exceptions will be granted by way of written correspondence from the District Manager (agent and representative of the management firm hired by the District), or his/her designee, as the designated authority of the District.
  - a. No verbal grants of authority will be issued or be held valid.
  - b. It is the responsibility of the person(s) requesting a parking exception to secure all necessary documentation and approvals.
  - c. Failure to secure all necessary documentation and approvals may result in the towing and / or removal of the vehicle and / or personal property from the premises.
2. Issuance of Written Exception Notice.
  - a. Copy of Notice to be placed on highly visible area of the vehicle and / or personal property for which exception was granted.
  - b. Digital photograph of item (to include identifying license plates or registration numbers if / whenever possible) for which exception was granted.
  - c. Location of vehicle and / or personal property (as described above).
  - d. Reason and special terms of parking exception.
  - e. Date and time of written exception notice issuance.
    - i. Long date format (e.g., Tuesday, May 26, 2009)
    - ii. 24-hour clock format (e.g., 16:30)

- f. Date and time of written exception notice expiration.
    - i. Long date format (e.g., Tuesday, June 2, 2009)
    - ii. 24-hour clock format (e.g., 16:30)
  - g. Contact information of the District.
  - h. Signature of owner.
3. No parking exceptions will be granted for periods exceeding the corresponding timeframe for the District's amenities as referenced in the Community Facilities Rules & Regulations adopted by the District on January 9, 2020, as amended.
4. Upon expiration of the Written Exception Notice, owner will have twenty-four (24) hours to remove the vehicle and / or personal property in accordance with the policies stated herein.
- a. Failure to remove the vehicle and / or personal property within the stated timeframe may result in the commencement of immediate towing and removal per the provisions of Section III except such towing will be without further warning or opportunity for compliance.

### **SECTION III: TOWING / REMOVAL PROCEDURES**

1. Signage and Language Compliance
- a. The appropriate towing signage and verbiage will be posted on District property in conformance with applicable Florida Statutes and the District shall enter into and maintain a written agreement with a firm authorized by Florida law to perform such towing/removal services.
2. Towing / Removal Discretion Authority
- a. Prior to any towing or removal action being taken by anyone other than the District Manager or his/her designee, the authorized individuals must first contact the District Manager for verification that no exceptions were granted for the subject personal property or vehicle.
  - b. The District Manager is to be copied on any written correspondence permitting / granting parking exceptions.
3. Issuance of Written Warning Notice.
- a. Notice to be placed on highly visible area of violating personal property and / or vehicle by Executive Director or his/her designee, including the District's security vendor, if applicable.
  - b. Digital photograph of violating personal property or vehicle (to include identifying license plates or registration numbers if / whenever possible).

- c. Location of personal property and / or vehicle violation (as described above).
  - d. Description of violation.
  - e. Date and time of Written Warning Notice issuance
    - i. Long date format (e.g., Tuesday, May 26, 2009)
    - ii. 24-hour clock format (e.g., 16:30)
  - f. Date of potential personal property and / or vehicle tow / removal, if not removed.
    - i. Long date format (e.g., Wednesday, May 27, 2009)
    - ii. 24-hour clock format (e.g., 16:30)
  - g. Contact information of District.
4. Owner will have 24 hours from issuance of the Written Warning Notice (date and time) to remove the violating personal property and / or vehicle or towing will commence. If any personal property and/or vehicle is found in violation of these policies again at any time, such personal property and/or vehicle may be towed without further notice.
- a. The following information will be kept on file at the District:
    - i. Copy of all Written Warning Notice issuances
      - 1. Date and time of Written Warning Notice issuance
        - a. Long Date Format (e.g., Tuesday, May 26, 2009)
        - b. 24 Hour Clock format (e.g., 16:30)
      - 2. Log of date the personal property and / or vehicle was towed / removed (if towed/removed)
        - a. Long Date Format (e.g., Wednesday, May 27, 2009)
        - b. 24 Hour Clock format (e.g., 16:40)
    - ii. Digital photograph of violating personal property and / or vehicle.
5. Tow / Removal Appeal and Cost Reimbursement.
- a. Any person(s) has the right to dispute and request cost reimbursement for a tow and / or removal action by appealing to the Board of Supervisors of the District.
    - i. An appeal must be submitted in writing to the District for placement on the next regularly scheduled District meeting agenda.
    - ii. The District must be in receipt of such appeal no fewer than ten (10) calendar days prior to the next regularly scheduled District meeting.
  - b. Any person(s) appealing a tow and / or removal action will be governed by the following conditions:
    - i. Must be physically present at meeting in which the appeal will be heard by the Board of Supervisors.
      - 1. Failure of attendance will result in dismissal of appeal with no resubmission on future District agenda docket.
    - ii. Argument and basis for appeal will be limited to five (5) minutes per account.
    - iii. Must furnish own copies of any documentation to present to the Board of Supervisors supplementing the argument and basis for the appeal (if

applicable).

- c. The District's Board of Supervisors reserves the right to grant or deny any appeal and cost reimbursement at its sole and absolute discretion.
  - i. District action(s) will be resolved by way of successful Board motion.

6. Emergencies.

Notwithstanding any provision contained herein, the District specifically reserves the right to immediately tow and/or remove any personal property or vehicle, without complying with the notice provisions referenced above, which poses a safety hazard or is preventing ingress/egress to public and/or another's private property.

Exhibit "A" Parking Map

