K-Bar Ranch II
Community Development District



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

Community Facilities Rules & Regulations

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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.

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 assessment 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. Annual Pass purchase form is attached hereto as Appendix 1.

4. Board of Supervisors – the Board of Supervisors of the K-Bar Ranch II Community Development District.

5. Car Sticker – Car stickers 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.

6. Common Areas – All real property (including the improvements thereto) now or hereafter owned by the District for the common use.

7. Community Facilities – All areas included in the Recreational Facilities and Common Areas.

8. District Management or District Manager – Those agents and representatives of the management firm hired by the District.

9. 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 always remain with their Guests. 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. Guest sign-in sheet is attached hereto as Appendix 2

10. 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.

11. Member – Shall mean Resident, Annual Passholder or Tenant.

12. 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.

13. Recreational Facilities– Includes the swimming pool facilities, activity center (a.k.a. clubhouse), playground, restrooms and tennis/pickle ball courts.

14. Recreational Staff (“Staff”) – Those individuals employed by the amenities management firm hired by the District such as Recreation Manager (as defined below), clubhouse or pool attendants, maintenance personnel, or other employees of the management firm.

15. Recreation Manager – On-site member of Staff responsible for managing the District’s Community Facilities.

16. Resident – A homeowner/household living within the District’s boundaries.

17. 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.

18. 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 and access cards and car stickers will be issued to the tenants at a fee of $25 each. 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.

In the event a home is sold, the card will be deactivated, and a new card will be issued to the new residents at no cost.

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 Member 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 sign in on the form set forth in Appendix 2.

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 and may be issued a car sticker. These cards are for use by the card holder, and stickers are for use on the designated vehicle 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 or Car Sticker, your name and time of entry are registered. Members and Guests should ensure gates are closed behind them for security.

d. Your card(s) and sticker(s) are your responsibility. If you misplace your card or sticker, please contact the Staff immediately so that the card can be deactivated.

e. Replacement Access Cards and Car Stickers 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 or Car Sticker, 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, e-bikes, scooters, or use of similar equipment will not be permitted anywhere on the Community Facilities unless otherwise posted, including parking lots and walkways.

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.

Activity Center Rental Policies

Members and non-Members may reserve for rental 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 or restricted for use by the District or K-Bar Ranch II Master Association.

1. The Activity Center is available for private rental during regular hours, which are as follows:

Dates	**Hours**
Labor Day to Memorial Day	10:00 a.m. until 6:00 p.m.
Memorial Day to Labor Day	10:00 a.m. until 8:00 p.m.

The Activity Center will only be rented to one party per day during the Activity Center regular hours for that day for up to five (5) total hours (including set-up and post-event cleanup), at the following rates: Clubhouse Manager can authorize additional hours if available, at hourly rates consistent with the 5 hour rental rates below

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 $300.00 for full room
- Reservation by non-Members $600.00 for full room
- Reservation by governmental unit or homeowner association meetings $200.00 for full room
- Reservations for governmental unit or homeowner association events $400.00 for full room

Any event that exceeds the closing time of the Activity Center (including post-event cleanup) will be charged an additional $200. Any event that exceeds the closing time of the Activity Center (including post-event cleanup) by over an hour agrees to forfeit their deposit.

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. After approval from the Recreation Manager, payment of deposit and rental must be made within 48 hours to lock in reservation. 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 of $25/hour for each employee required.

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 - $1,000.00
- Reservation by non-Members - $1,000.00
- 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, chairs, countertops, 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, including stains or damages to carpet.

The Recreation Manager shall determine the amount of deposit to return, if any. Deposit 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.

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. Any neighborhood homeowner's association ("HOA") operating within the boundaries of the District, neighborhood or village within the District, or local government serving the District has the right to reserve at no cost the multi-purpose room for an event one time per year, subject to timing and availability as determined by the District's Amenity Manager, and subject to completing a District rental application, providing any applicable deposits and insurance, and otherwise meeting the requirements of the District.

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.
d. Furniture is NOT allowed to be removed from the building nor pool furniture brought inside the building.
e. All exterior doors are to remain closed.
f. Use of the office, tennis court, pool, or any outside facility including outside bathrooms and playground is prohibited.
g. The facilities shall be left in the same condition as found prior to the event.
h. All furnishings and floors must be cleaned, trash emptied, and liner replaced.
i. Time allotted for the event includes time for set-up and cleaning and may not be exceeded.
j. No excessive noise, profanity, or boisterous actions.
k. Capacity shall not be exceeded.
l. Alcohol is NOT permitted.
m. NO glass.
n. NO Smoking. No candles or open flames are allowed except sternos for warming food.
o. The named renter MUST be present for the duration of the rental.
p. No glitter, confetti, or smoke bombs can be used on CDD property.
q. The kitchen and all countertops must be cleaned, and no food may be left on the ground.
r. You may only enter and exit the door that is located by the kitchen.
s. Do not prop doors open at any time
t. Do not block any doors to prevent them from opening.
u. Do not block any exit signs with props, balloon, or other objects.
v. Do not block any cameras with props, balloons, or other objects
w. Food is to remain on tables at all times.
x. Use of glitter or paint is prohibited.

y. Propping open of doors is prohibited.

z. Use of the kitchen is allowed.

aa. Use of Sterno type chafing fuel devices are only allowed on countertop and prohibited on all tables.

bb. The party renting the space may only rent it on behalf of themselves or residents of the CDD.

cc. The party renting the space must be present the whole time of the event.

dd. CDD has the right at any time to cancel a party and during a party if the rules are broken.

ee. No party may exceed 100 people. All attendees including adults and children shall be counted towards this limit. Any party that this limit, will be immediately canceled, and you will be considered trespassing and told to leave otherwise the authorities can be called, and the deposit forfeited.

ff. All party attendees must stay inside the rental room. Party attendees may only use the bathrooms in the rental room. Party attendees are prohibited from gathering in the pool, playground, tennis courts, or entrance, or parking lot.

gg. Please be advised that CDD uses on-site video monitoring and by signing this agreement you acknowledge and consent to all video monitoring.

hh. CDD has the right to keep the deposit of any scheduled event if any rules are broken and by signing this agreement you acknowledge and consent to CDD keeping the deposit at its sole discretion.

ii. CDD has the right to suspend membership privileges to rent CDD property for breach of these rules for up to one year.

jj. Simultaneous Pool rentals are not allowed. Posted pool guidelines will be followed at all times by everyone.

kk. Doors that are left or propped open and the air conditioning is damaged, then the deposit will be automatically forfeit.

8. Cancellation Policy (multipurpose rooms): Cancellations or reschedule requests must be given 48 hours in advance of the scheduled rental, or $50 of the deposit will be forfeited. Any requested exemptions must be brought by the resident to the CDD Board.

9. Any third party vendors brought in by the renter must be approved by the Clubhouse Manager to operate on District property, and provide a Certificate of Insurance covering the District in the event of an accident. This includes caterers, performers, etc.

10. No open flames in the facility, with the exception of candles or chafing fuel devices for keeping food warm (Sternos).

11. The District does not provide insurance coverage of any kind for the renter, the renter's guests, invitees, vendors, or any other event participants or attendees (collectively, "Event Participants"), and renter is solely responsible for obtaining and maintaining, at renter's own expense, comprehensive general liability insurance sufficient to cover all claims arising from the event and providing coverage for all Event Participants. Renter is encouraged to consult with a licensed insurance professional to ensure adequate protection is in place prior to the event.

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. 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 always supervised by an Adult, within close proximity.
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 including rafts are permitted in the pool without prior approval, except for swim aids and water aerobics equipment.

10. No frisbees, balls, or other flying objects are permitted in the pool area. Pool-specific toys may be permitted in the discretion of the Recreation Manager

11. No running or rough housing is allowed in the swimming Pool Facilities.

12. No animals with the exception of qualified animals mandated by law are allowed within the Pool Facilities.

13. Alcohol is prohibited at the Pool Facilities.

14. No glass containers of any kind are allowed in the Pool Facilities.

15. Radios and/or “boom boxes” may not be played at the pool. All portable electronic devices are allowed if headphones are used.

16. 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.

17. No profanity and/or disruptive behavior, loud noise, running, jumping, diving, flips or boisterous activity is permitted in the Pool Facilities.

18. Pool furniture shall not be removed from the pool deck area or placed into the swimming pool.

19. 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.

20. The Pool Facility cannot be rented for parties or other group functions, except as provided below.

21. Any person swimming after the Pool Facilities are closed may be suspended from the Recreational Facilities and is subject to trespassing charges.

22. Call 911 in the event of an emergency.

23. The Pool Facilities are equipped with closed circuit surveillance cameras.

24. 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 during the hours the pool is open and for a maximum period of five hours. 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. Cancellations or reschedule requests must be given 48 hours in advance of the scheduled rental, or $50 of the deposit will be forfeited. Any requested exemptions must be brought by the resident to the CDD Board. In the event there is rain the day of, renter is eligible to redeem the paid hours of rental another day, or add it on to the time window of original rental period such as if the rental party waits out bad weather before or during their rental. Additional hours must still fall within operating hours. Clubhouse Manager will determine scheduling and crediting hours for rain delays/cancellations.

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.

3. Proper tennis attire is required while on the courts, such as; sportswear and tennis shoes/sneakers.

4. Profanity and/or disruptive behavior are not permitted.

5. No rollerblades, skateboards, bicycles, children's motorized vehicles or similar equipment are allowed on the courts.

6. Glass containers are not allowed in the court areas.

7. Portable radios and/or "boom boxes" are not allowed in the court areas. All portable electronic devices are allowed if headphones are used.

8. No pets, except as otherwise allowed by law, are allowed on the courts.

9. 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 sixty (60) 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.

5. Enforcement of Penalties/Fines. For any of the reasons set forth in Section 1 above, the District shall additionally have the right to impose a fine of up to the amount of $1,000 per violation – in addition to any amounts for actual damages – and collect such fine, damages and reasonable attorney's fees as provided pursuant to Section 190.011(6), Florida Statutes, and Chapter 190, Florida Statutes. Prior to imposing any fine exceeding $100, the District shall provide the alleged violator with written notice and an opportunity for a hearing before the Board of Supervisors.

Appendix 1: Annual Pass Purchase Form

An annual pass may be purchased by a non-resident of the District at a cost of the highest operation and maintenance assessment 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.

Highest Operation and Maintenance Assessment: _____

Administrative Fee: _____

Total Due: _____

Amount Paid: _____

☐ Cash ☐ Check ☐ Credit Card

Annual Pass Household Information
Head of Household: _____

Household Members: _____

_____

_____

Address: _____ Phone: _____

Vehicle Information
Make: _____ Model: _____

VIN: _____ Year: _____

Make: _____ Model: _____

VIN: _____ Year: _____

Annual Passholder understands that all household Members are required to abide by all rules and fill all applicable forms required of other Members, including Residents and Tenants. Where any such form lists 'Resident' or 'Tenant', Annual Passholder shall interpret such form to apply to Annual Passholder as a Member.

_____ _____

Head of Household Signature Date

Appendix 2: Guest Sign-In Sheet

DATE: _____

Any person who is accompanying a Member to the Community Facilities must sign in on the sheet below with the name of the Member. A Member shall be responsible for all Guests within the Community Facilities. All Members shall always remain with their Guests. Member and Guest understand that conduct of Guest in violation of the Community Facilities Rules and Regulations may result in Enforcement of Penalties or Fines against Member. Only Five (5) Guests are allowed per Member. **PRINT LEGIBLY BELOW.**

	MEMBER NAME	CARD #	GUEST NAME
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Exhibit B

K-BAR RANCH II CDD USE APPLICATION AND PRIVATE RENTAL AGREEMENT

ACTIVITY CENTER

NAME: _____ **PHONE#** _____

ADDRESS: _____ **Facility Access Card#**_____

EMAIL:_____

Today's Date: _____**Date of Event:** _____ **Time of Event*:** _____---

# of Guests: _____**Type of Event:** _____

Activity Center Regular Hours Throughout the Year:

Dates	**Hours**
Labor Day to Memorial Day	10:00 a.m. until 6:00 p.m.
Memorial Day to Labor Day	10:00 a.m. until 8:00 p.m.

*Activity Center will only be rented to one party per day for up to five hours during the Activity Center regular hours for that day (this includes set-up and post-event cleanup).

Note: Any event that exceeds the closing time of the Activity Center (including post-event cleanup) will be charged an additional $200. Any event that exceeds the closing time of the Activity Center (including post-event cleanup) by over an hour agrees to forfeit their deposit.

The renter is required to present a valid government issued photo ID along with the application.

Multipurpose Room in Activity Center (max capacity: 100 people including adults and children)

☐ Member: full room $300.00

☐ Non-Member: full room $600.00

☐ Government/HOA/CDD Meeting: full room $200.00

☐ Government/HOA/CDD Event: full room $400.00

☐ Hours billable for staff_____ x $25/Hour = _____

Deposit (includes all credit card and related processing fees)

☐ Member: $1,000.00 ☐ non-Member: $1,000.00 ☐ Government/HOA: $100.00

Rental Rate: Amount:_____ Date:_____CC# _____

Security Deposit: Amount:_____ Date:_____ CC#_____

Payments will only be accepted on credit cards.

RENTAL POLICIES (Please read and check next to each item indicating acceptance and understanding)

☐ Absolutely nothing on walls, window blinds, or cabinets (i.e. no tape, tacks, glue etc.)

☐ Furniture is NOT allowed to be removed from the building nor pool furniture brought in.

☐ All exterior doors are to remain closed.

☐ Use of the office, tennis, pool or any outside facility including outside bathrooms, and playground is prohibited.

Exhibit B

- The facilities shall be left in the same condition as found prior to the event.
- All furnishings and floors must be cleaned, trash emptied, and liner replaced.
- Time allotted for the event includes time for set-up and cleaning and may not be exceeded.
- No excessive noise, profanity, or boisterous actions.
- Capacity shall not be exceeded.
- Alcohol is NOT permitted.
- NO glass.
- NO Smoking. No candles or open flames are allowed except sternos for warming food.
- The named renter MUST be present for the duration of the rental.
- No glitter, confetti, or smoke bombs can be used on CDD property.
- The kitchen and all countertops must be cleaned, and no food may be left on the ground.
- You may only enter and exit the door that is located by the kitchen.
- Do not prop doors open at any time
- Do not block any doors to prevent them from opening.
- Do not block any exit signs with props, balloon, or other objects.
- Do not block any cameras with props, balloons, or other objects
- Food is to remain on tables at all times.
- Use of glitter or paint is prohibited.
- Propping open of doors is prohibited.
- A video walk through of the space prior to the event will be conducted.
- Use of the kitchen is allowed.
- Use of Sterno type food heaters is only allowed on countertop and prohibited on all tables.
- The party renting the space may only rent it on behalf of themselves or residents of the CDD.
- The party renting the space must be present the whole time of the event.
- CDD has the right at any time to cancel a party and during a party if the rules are broken.
- No party may exceed 100 people. All attendees including adults and children shall be counted towards this limit. Any party that this limit, will be immediately canceled, and you will be considered trespassing and told to leave otherwise the authorities can be called, and the deposit forfeited.
- All party attendees must stay inside the rental room. Party attendees may only use the bathrooms in the rental room. Party attendees are prohibited from gathering in the pool, playground, tennis courts, or entrance, or parking lot.
- Please be advised that CDD uses on-site video monitoring and by signing this agreement you acknowledge and consent to all video monitoring.
- CDD has the right to keep the deposit of any scheduled event if any rules are broken and by signing this agreement you acknowledge and consent to CDD keeping the deposit at its sole discretion.
- CDD has the right to suspend membership privileges to rent CDD property for breach of these rules for up to one year.
- Simultaneous Pool rentals are not allowed. Posted pool guidelines will be followed at all times by everyone.
- Doors that are left or propped open and the air conditioning is damaged, then the deposit will be automatically forfeit.
- The CDD does not provide insurance coverage of any kind for the renter, the renter's guests, invitees, vendors, or any other event participants or attendees (collectively, "Event Participants"), and renter is solely responsible for obtaining and maintaining, at renter's own expense, comprehensive general liability insurance sufficient to cover all claims arising from the event and providing coverage for all Event Participants. Renter is encouraged to consult with a licensed insurance professional to ensure adequate protection is in place prior to the event.

I have read and understand the above rules and regulations concerning my facility rental at K-Bar Ranch II Community Development District ("CDD"). I also agree to the full terms, conditions, and provisions of the CDD policies, including but not limited to the indemnification language found therein. I understand that I am responsible for the actions and damage caused by my guests. I also understand that any violation of said contract or policies may result in partial or full forfeiture of my security deposit. By signature herein, I recognize that this document may be subject to Florida's public records laws, Chapter 119, Florida Statutes.

Resident Signature	Date	CDD Representative Signature	Date

OFFICE USE ONLY:
Date Received: _____ **Date put into Google calendar: _____**

Copy given to resident: _____

Exhibit B

K-BAR RANCH II CDD POOL PARTY USAGE AGREEMENT

MEMBER'S NAME:_____ **PHONE#**_____

MEMBER'S ADDRESS: _____ **Facility Access Card#**_____

MEMBER'S EMAIL: _____

Today's Date:_____ **Date of Event:** _____ **Time of Event*:** _____---

# of Guests:_____ **(Maximum 20 - For every 5 children between 2- 6 years old, at least one adult must be present.)**

Regular Hours Throughout the Year: From one half hour after sunrise until one half hour before dusk or as otherwise posted

Note: Cancellations must be given 48 hours in advance of the scheduled rental or $50 of the deposit is forfeited. Any event that exceeds the closing time of the Activity Center (including post-event cleanup) by over an hour agrees to forfeit their deposit. . Any requested exemptions must be brought by the resident to the CDD Board

The renter is required to present a valid government issued photo ID along with the application.

Pool Party Deposit and Usage Fees (includes all credit card and related processing fees)
☐ Member Deposit: $100.00 ☐ Nonrefundable Usage Fee: $50.00

Rental Rate: Amount:_____ Date:_____CC# _____
Security Deposit: Amount:_____ Date:_____ CC#_____

Payments will only be accepted on credit cards.

RENTAL POLICIES (Please read and check next to each item indicating acceptance and understanding)
☐ All parties shall be limited to the area of the Pool Facility designated by the Recreation Manager and/or District Manager during the hours the pool is open and for a maximum period of five hours. Unauthorized pool parties are not permitted.
☐ A Pool Party Usage Agreement shall be executed by the Applicant.
☐ All parties must be booked in advance through the Recreation Manager and/or District Manager
☐ Only Members are allowed to book a pool party. A $100.00 refundable deposit is due at the time the application is submitted.
☐ A non-refundable usage fee of $50.00 shall be charged to Members. Cancellations or reschedule requests must be given 48 hours in advance of the scheduled rental, or the $50 deposit will be forfeited. Any requested exemptions must be brought by the resident to the CDD Board. In the event there is rain the day of, renter is eligible to redeem the paid hours of rental another day, or add it on to the time window of original rental period such as if the rental party waits out bad weather before or during their rental. Additional hours must still fall within operating hours. Clubhouse Manager will determine scheduling and crediting hours for rain delays/cancellations.
☐ The party is limited to a maximum of 20 people.
☐ **For every 5 children between 2- 6 years old, at least one adult must be present.**
☐ All paper goods (decorations, plates, cups, etc.) trash and food must be removed at the end of the party from the pool facility.
☐ All food and gift wrap must be kept away from the pool.
☐ Tables must be wiped down thoroughly at the end of the party.
☐ No balloons, silly string, glitter, confetti or other messy party favors are permitted.

I have read and understand the above rules and regulations concerning my facility rental at K-Bar Ranch II Community Development District ("CDD"). I also agree to the full terms, conditions, and provisions of the CDD policies, including but not limited to the indemnification language found therein. I understand that I am responsible for the actions and damage caused by my guests. I also understand that any violation of said contract or policies may result in partial or full forfeiture of my security deposit. By signature herein, I recognize that this document may be subject to Florida's public records laws, Chapter 119, Florida Statutes.

_____ _____
Resident Signature Date CDD Representative Signature Date