

**South Fork East  
Community Development District**

**Rules and Policies Handbook**

**Revised and Adopted March 28, 2019**

# South Fork East Community Development District

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## Definitions

**“Board”** – shall mean the District’s Board of Supervisors.

**“District”** – shall mean the South Fork East Community Development District.

**“Common Areas”** shall mean the properties and areas owned by the District including, but not limited to, the Recreational Facilities, stormwater systems, monument signs, landscaping, hardscaping, together with its appurtenant facilities and areas.

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

**“Guest”** – shall mean any individual who is invited and must be accompanied to use the Recreational Facilities by a Resident, Non-Resident Member, or Renter.

**“Non-Resident Member”** – shall mean any individual not owning or renting property in the District who has paid the Non-Resident Annual User Fee to the District for use of the Recreational Facilities.

**“Patron”** – shall mean Residents, Guests, Non-Resident Members, and Renters, including and members of the households of any of the foregoing, who are eighteen (18) years of age and older.

**“Recreational Facilities”** – shall mean the properties and areas owned by the District intended for recreational use, including but limited to, the Pool, Playground, Community Park, and Ball Court together with its appurtenant facilities and areas.

**“Renter”** – shall mean any tenant residing in a Resident’s home pursuant to a valid rental or lease agreement, or any person who rents certain portions or spaces of the Recreational Facilities for specified events pursuant to the approval of the District staff.

**“Resident”** – shall mean any person, spouse or registered domestic partner of a person or family owning property within the District.

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## **Enforcement of Policies**

The Board, the District Manager, and any District staff shall have full authority to enforce these policies. However, they shall have the authority to waive strict application of any of these policies when prudent, necessary, or in the best interest of the District and its Patrons. Such a temporary waiver of any policy shall not constitute a continuous, ongoing waiver of said policy, and the District reserves the right to enforce all of these policies at any time.

## **Use of Recreational Facilities at Your Own Risk**

Patrons are welcome to enjoy the Recreational Facilities at their own risk and pursuant to the District's rules and policies. The District does not provide on-site staff dedicated for the purpose of monitoring the use of the Recreational Facilities or safety of the Patron. The District will not accept responsibility for any injuries from the use of the Recreational Facilities or damage or theft of personal property.

***Persons interested in using the Recreational Facilities are encouraged to consult with a physician prior to commencing a physical fitness program.***

*Anyone who witnesses a violation of rules or observes a hazardous condition should immediately contact InfraMark at 813.991.1116. If it is a health emergency, please dial 911. Compliments, complaints and suggestions regarding the Recreational Facilities or conditions of the facilities should be directed to InfraMark at 813.991.1116.*

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## Natural Areas Policy Statement

The following is the policy statement of the District as it regards the natural buffer or environmentally sensitive areas that are scattered in large numbers throughout the Community. This policy statement is consistent with the policies of other governments including Hillsborough County and the State of Florida as it regards to natural upland and wetland conservations/preservations areas:

The natural areas are not intended to be maintained. These areas are to be left untouched to allow for nature to take its normal course. Any vegetation that dies or is damaged by storms or other “acts of God” is to remain in its existing configuration within these areas to fulfill its role in nature’s process.

Trees, within or immediately adjacent to these areas that have died and appear to pose a threat of falling and damaging an abutting property owner’s property may be addressed by the abutting property owner. The abutting property owner must initially contact the District Manager, Hillsborough County Development Review Division, and/or the Southwest Florida Water Management District (SWFWMD) to assess the threat. Any subsequent trimming and/or removal, if warranted/permitted by the appropriate governing entity shall be done at the expense of the abutting property owner. The goal is to prohibit or minimize disturbance to these areas.

In the event that a tree does fall onto another’s property, that property owner has the right to cut back or “limb” the tree, as necessary to their individual property line. The rest of the tree is to be left alone. Notwithstanding, removal of native vegetation within and immediately surrounding these areas is discouraged and may be restricted or prohibited by Hillsborough County, and ultimately the Southwest Florida Water Management District (SWFWMD) to protect the upland/wetland area or water body. Ultimately, except as noted above, no one is allowed to encroach into the natural areas for any reason, from maintenance to placement of personal property of any kind.

No boats or motorized crafts are allowed in any District-owned waterways with the exception of those approved for the operations and maintenance of these areas. Swimming is prohibited in all District-owned waterways. Violation of these provisions will result in the suspension or loss of access card privileges. Additionally, violators may be cited for trespassing.

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## Policy on Damage to Common Areas

### **Prohibited Activities:**

Causing damage to any Common Areas is prohibited.

### **Suspension of Access Cards until Restitution is Paid:**

Residents, their guests, visitors and vendors, and any other persons who violate this policy will be responsible for the cost of any and all damage and any legal action. The District may elect to suspend the use of access cards for the District's recreational facilities pursuant to the District's Recreational Amenities Suspension Policy until full restitution is paid for the damage.

The above policy statement may be amended as the Board of Supervisors deems necessary.

## Common Areas Maintenance and Erosion Policy

The Common Areas provide many benefits to the District including wildlife habitat areas, natural aesthetic views, wetland recharge areas, and stormwater drainage areas. The District maintains these areas in accordance with all applicable environmental laws and regulatory permits (in some cases these areas are not intended to be maintained and are left in their natural state).

If the District Engineer determines that erosion of the Common Areas is caused by a homeowner lot, the homeowner shall bear the responsibility to fix any issues. If the District Engineer determines that erosion of a homeowner's lot is caused by District owned property then the District shall bear the responsibility to fix any issues.

The District does not maintain private property within the community. Residents are prohibited from disturbing or altering the trees and vegetation in these areas without written permission from the District.

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## Holiday Lighting And Decoration Policy

The following is a policy statement of the District regarding the use of holiday lighting and/or decorations of District facilities interspersed throughout the Community. The policy statement is consistent with similar policies of other neighboring municipalities including Hillsborough County concerning temporary or seasonal decoration of public facilities.

1. All lights must be approved by the Board prior to placement on district property.
2. Lighted candles or any decorations utilizing an open flame are not permitted anywhere on district property.
3. All holiday decorations utilized on district property shall be flame-resistant, flame-retardant and consist of non-combustible materials.
4. All electrical decorations utilized on district property shall be flame-resistant, flame retardant and consistent of non-combustible materials.
5. No decorations shall interfere with access to any building rooms or exits, and shall not block fire extinguishers, or obstruct the view of exit signage and emergency lighting.
6. Properly designated lighting and extension cords (if applicable) shall be utilized for use of outdoor or indoor lighting.
7. Only UL Approved fused power cords (fused power strips) are permitted for holiday decorative lighting.
8. Fused power cords used in series (together) to make electrical connections are prohibited.
9. No electrical cords shall be passed through doorways, under carpets, wrapped around table legs or similar metal objects, or placed in walkways that would present a tripping, electrocution or fire hazard.
10. Removal of all decorations from district property shall occur no later than 6:00 PM, Sunday, of the second weekend following December 25<sup>th</sup>.
11. Failure to remove any and all decorations from district property within the prescribed period shall result in immediate removal and disposal of said decorations, with the associated cost being borne by the district.
12. Failure to comply with any of the above standards shall result in revocations of holiday lighting and decoration privileges.

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## Parking Policy

All Patrons and visitors are required to comply with the following regulations that are applicable to District owned facilities.

1. No parking shall be permitted in the parking lot areas or Common Areas with landscape or other improvements within the District unless specifically designated.
2. No overnight parking shall be permitted in any District owned parking lot or Common Areas. Vehicles parked within any of these areas beyond 12:00 AM shall be subject to towing at the sole expense of the vehicle owner unless prior authorization has been given. (Tow Company will be posted on applicable site signage.)
3. No District parking spaces shall be used for accumulating or storing building materials, trash, etc.
4. Double parking shall not be permitted in any designated District parking spaces at any time.
5. No parking shall be permitted in areas designated with yellow curbs or in handicapped parking spaces, unless authorized by permit.
6. A temporary overnight parking pass for a period not to exceed three days may be issued at the discretion of the District Manager or the Board Chairman.

THE RESTRICTIONS LISTED HEREIN ARE IN ADDITION TO, AND EXCLUSIVE OF,  
VARIOUS STATE LAWS AND/OR COUNTY ORDINANCES.

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## Ball Court Policies

1. The facilities are open from March-October 8:00 a.m.-8:00 p.m. and November-February 8:00 a.m.-6:00 p.m.
2. The courts are not lighted and all play must stop at dusk, do not use auxiliary lighting to continue play (i.e. car lights etc.).
3. No play when courts are wet (standing water).
4. The basketball court is to be used exclusively for playing basketball, pickleball, or other uses approved by District staff or the Board.
5. Each membership household may bring up to three (3) guests for use of the facilities but must accompany their guests at all times.
6. All persons using the facilities do so at their own risk.
7. Any person who is sixteen (16) or seventeen (17) may use the facilities without supervision, but may not bring guests.
8. Individuals under the age of sixteen (16) must be accompanied by a person eighteen (18) year of age or older at all times while using the facilities.
9. Profanity, suggestive language and aggressive behavior will not be permitted.
10. Loud radio playing or excessive noises will not be permitted at the facilities.
11. Show good sportsmanship at all times.
12. If other players are waiting to use the courts, all players are to retire at the end of one hour.
13. Proper attire must be worn while using the facilities (shorts & rubber soled athletic shoes).
14. No rough housing or horseplay is allowed on the courts.
15. No animals are allowed in the court area, except registered ADA service animals.
16. No bicycles, skateboards, or roller blades/in-line skates or the like are permitted on the courts.
17. No food is allowed within five (5) feet of the court edges, or on the courts.
18. Smoking (including vaping, smokeless tobacco, chewing tobacco) is only allowed in the designated smoking area.
19. Glass containers are strictly prohibited.
20. Any damaged or unsafe equipment should be immediately reported to the District Manager and/or onsite employee.
21. Call 911 in the event of an emergency.
22. Violations will be subject to suspension of privileges as deemed appropriate by the Board.

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## Community Park and Playground Policies

1. All person(s) using the Community Park and playground area do so at their own risk.
2. Park may only be used from March-October 8:00 a.m.-8:00 p.m., and November-February 7:00 a.m.-6:00 p.m.
3. Park may only be used by Patrons. Use by non-Patrons is considered to be trespassing when not escorted by a Patron.
4. Any person who is sixteen (16) or seventeen (17) may use the facilities without supervision, but may not bring guests.
5. Children under the age of sixteen (16) must be accompanied by a person eighteen (18) year of age or older at all times while at the facilities.
6. No cursing or abusive language is permitted. Any behavior or language deemed inappropriate by the District Staff is prohibited. (i.e.: public display of affection or music)
7. Public intoxication will not be tolerated.
8. Glass containers are not permitted at the Community Park and playground area.
9. All equipment, furnishings and property of the District shall be found in the same condition after use of the facilities.
10. All persons using the facilities shall obey the Hillsborough County Noise Ordinance and capacity limits as set by the Fire Marshall and/or The District.
11. No animals allowed except registered ADA service animals.
12. No musical systems without use of headphones.
13. There is no street parking at the Community Park.
14. Call 911 in the event of an emergency.
15. To have a party at the Community Park please call the office.

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## Swimming Pool Policies & Procedures

1. Pool hours are March-October 8:00 a.m.-8:00 p.m., and November-February 8:00 a.m.-6:00 p.m. Anyone found using the pool outside of the posted hours is considered trespassing, and the District has the right to prosecute.
2. There is no lifeguard on duty. Each pool user does so at his/her own risk.
3. Pool use is reserved for only Patrons. All guests (maximum of 3) must be signed in with on-duty staff. A group of 8 or more (maximum 25) is considered a “pool party” and this requires advanced written permission. See pool staff for application.
4. All pool users must use their South Fork East access card upon entering and leaving the pool.
5. Anyone without proper ID (South Fork East access card) will be asked to leave the premises and will be considered trespassing.
6. Any person who is sixteen (16) or seventeen (17) may use the facilities without supervision, but may not bring guests.
7. All children under the age of sixteen (16) must be supervised by a person eighteen (18) year of age or older.
8. No cursing or abusive language is permitted. Public intoxication will not be tolerated. Any behavior or language deemed inappropriate by the pool staff is prohibited. (i.e.: public display of affection or music.)
9. All bathers must shower before entering the pool.
10. Any person with an open wound (with or without band aids) or who has experienced diarrhea or vomiting within the last 24 hours should not enter the pool.
11. Children who are not toilet trained must wear swim diapers. Anyone who is incontinent is requested to do the same.
12. Diving will not be allowed at any time.
13. No glass objects are to be brought into the pool or pool area at any time.
14. No roughhousing or running is allowed in the pool area and pool.
15. No animals are allowed in the pool area except registered ADA service animals.
16. Appropriate swim attire must be worn. With exception of tee shirts, no street clothes are allowed in pool.
17. Radios may be used at a low volume. Use of earphones is encouraged.
18. No smoking (including vaping, smokeless tobacco, chewing tobacco) is allowed within the gated area of the pool.
19. Bicycles, tricycles, skates of any kind, skateboards, or scooters are not allowed in the pool area.
20. Furniture is not to be removed from the pool area.
21. Non-adherence to these pool rules will result in the suspension of pool use by offender(s).
22. Inflatable objects and floatation devices are not permitted in the pool. Exceptions are Coast Guard approved personal floatation devices and kickboards for lap swimming/swim classes. Staff has the final say regarding the use of any and all recreational floatation devices, and the District reserves the right to discontinue usage of such play equipment during times of peak or scheduled activity at the pool, or if the equipment provides a safety concern.

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## Designation of Renter to Use Resident's Membership Privileges

1. Residents who rent or lease out their home shall have the right to designate the Renter of their home as the beneficial users of the Resident's membership privileges for purposes of Recreational Facilities use.
2. 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 Recreational Facilities as a Resident. If the Resident does not designate the Renter as a beneficial user of the Resident's membership privileges, the Renter will be required to pay the Non-Resident Annual User Fee to acquire a membership, unless that Renter is a Guest.
3. During the period when a Renter is designated as the beneficial user of the membership, the Resident shall not be entitled to use the Recreational Facilities with respect to that membership.

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## SOUTH FORK EAST ACCESS CARD AGREEMENT CARD #(s) \_\_\_\_\_

This agreement, along with any payment necessary and proof of residency, should be sent to the office onsite at 11341 Ambleside Blvd., Riverview, FL 33579. Upon receipt and processing of the agreement the card(s) will be mailed to the Patron. Patrons may also call the office at 813-672-4181 to make an appointment to deliver the agreement and pick up a card.

We, the undersigned owners of the property located at: \_\_\_\_\_ within the South Fork East Community or as a Non-Resident Member, accept the card(s) to the pool facilities with the following understanding and subject to the District's rules and policies:

1. All adults over eighteen years of age will be given an access card.
2. Replacement cards can be purchased from the District Office for \$25.00 via check or money order only (no cash) – payable to South Fork East Community Development District.
3. All cards issued will be numbered and assigned accordingly. Only the person issued a card and the members of their household (listed below) will be authorized to use the card to access the Recreational Facilities.
4. All users of South Fork Recreational Facilities are subjected to residency verification – you may be approached by District staff or assigns in this regard.
5. When using the facilities, you must have your access card readily available at all times. Verification is for your and other homeowners benefit. In the event that anyone is found in possession of an issued card other than as specified herein, that person is presumed guilty of theft and the District will act accordingly.
6. In the event that the home is sold or rented/leased, owners must return their cards to the District – new owners must complete a new application; Renters must be on record as such. This is to ensure access by rightly authorized individuals only. It is the responsibility of homeowners to receive a liability agreement from a Renter that receives a access card. Any cost (s) arising to the District as a result of failing to abide by this agreement shall be incurred by the party found in breach – legal jurisdiction shall be retained to the County of Hillsborough in the State of Florida.

We further understand that the District reserves the right to revoke and/or suspend use of the Recreational Facilities with due cause such as failure to abide by the user agreement (s).

**South Fork East owner (or assign) or Non-Resident Member:**

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
(Print name) (Signature and date)

**All household members (print names and ages):**

\_\_\_\_\_

**Witness – over the age of 18 (sign/print/date):** \_\_\_\_\_

**Phone Numbers: (Home)** \_\_\_\_\_ **(Cell)** \_\_\_\_\_

**Must attach proof of ownership (type – circle one):** (utility bill, cable bill, real estate closing papers, County Tax Office Record, other – copy and file w/ agreement).

*\*South Fork East Community Development District reserves the right to change, modify or transfer this agreement without notice as allowed by law.*

# South Fork East Community Development District

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## Pool Party Application with Rules & Regulations

1. A group of 8 or more is considered a pool party. A minimum of 7 days advance notice must be given by the resident to host a pool party. Applications will be given to Residents only. (Maximum of 25 attendees)
2. An application for a pool party may be obtained from the Pool Staff from noon to Sunset.
3. The application along with a \$100.00 (no cash. Check or money order only – payable to South Fork East Community Development District) refundable security deposit must be received at least 48 hours prior to the party date. The security deposit will be refunded after the renting date only if site is left cleaned and undamaged. Failure to do so will result in forfeiting the deposit.
4. A pool party may not be held on holidays or holiday weekends.
5. Parties are limited to 1 per day and based on a first come first served basis.
6. Parties may not exceed 4 hours and must end 2 hours prior to closing time of this facility all guest must leave after the 4 hours. You are allowed 30 minutes prior to start time of your party to setup.
7. Residents will be given a written list of pool rules with their application. Residents and their guests will be expected to follow these rules. Failure to do so may result in forfeiting the deposit and in some case ask to leave the premises.
8. Residents and their guest will be expected to clean up after their party. Failure to do so will result in forfeiting the deposit.
9. Residents and their guests may not prop open gates to the pool area or restrooms.
10. Food is permitted only under the covered lanai of the pool cabanas.
11. Loud music is absolutely not permitted.
12. An approved “pool party” does not allow exclusive use of pool.

Name of Resident: \_\_\_\_\_

Address of Resident: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Mobile Phone: \_\_\_\_\_

Date of Pool Party: \_\_\_\_\_ Time of Pool Party: \_\_\_\_\_ / \_\_\_\_\_

Number of Invited Guests: \_\_\_\_\_

I have read the attached Pool Rules and the Pool Party Rules as stated on the back of this application and will abide by them:

Signed by Resident \_\_\_\_\_ Date \_\_\_\_\_

Permission Given By \_\_\_\_\_ Date \_\_\_\_\_

*\*South Fork East Community Development District reserves the right to change, modify or transfer this agreement without notice as allowed by law.*

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## Community Park Event Application with Rules & Regulations

1. A group of 8 or more is considered a party. A minimum of 7 days advance notice must be given by the resident to host a party. Applications will be given to Residents only. (Maximum of 25 attendees)
2. An application for a party may be obtained from the district staff from noon to Sunset.
3. The application along with a \$100.00 (no cash. Check or money order only – payable to South Fork East Community Development District) refundable security deposit must be received at least 48 hours prior to the party date. The security deposit will be refunded after the renting date only if site is left cleaned and undamaged. Failure to do so will result in forfeiting the deposit.
4. A party may not be held on holidays or holiday weekends.
5. Parties are limited to 1 per day and scheduled on a first come first served basis.
6. Parties may not exceed 4 hours and must end 2 hours prior to closing time of Community Park. You are allowed 30 minutes prior to start time of your party to setup.
7. Residents will be given a written list of park rules with their application. Residents and their guests will be expected to follow these rules. Failure to do so may result in forfeiting the deposit and in some cases ask to leave the premises.
8. Residents and their guests will be expected to clean up after their party. Failure to do so will forfeit the deposit.
9. Residents and their guests may not prop open gates to the Community Park area.
10. Loud music is not permitted.
11. An approved “party” does not allow exclusive use of Community Park.

Name of Resident: \_\_\_\_\_

Address of Resident: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Mobile Phone: \_\_\_\_\_

Date of Party: \_\_\_\_\_ Time of Party: \_\_\_\_\_ / \_\_\_\_\_

Number of Invited Guests: \_\_\_\_\_

I have read the attached Park Rules and the Park Party Rules as stated on the back of this application and will abide by them:

Signed by Resident \_\_\_\_\_ Date \_\_\_\_\_

Permission Given By \_\_\_\_\_ Date \_\_\_\_\_

*\*South Fork East Community Development District reserves the right to change, modify or transfer this agreement without notice as allowed by law.*

# South Fork East Community Development District

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## Policy for Community Events on District Property

The District operates and maintains certain properties within the District that are meant for the enjoyment and use of the entire community (the “**Property**”).

The Property may be reserved for community events as described below:

1. The event must be open to all residents of the District and all non-resident users
2. The event representative must complete the Event Reservation Form at least 60 days in advance of the event
3. The event representative must be present during the entire event
4. The Property must be cleaned by users prior to leaving the premises
5. All users of the Property must comply with District rules and policies

The Board may impose rental fees, damage deposits or any conditions it deems appropriate and in the community’s best interest pursuant to the public hearing requirements of section 190.035, Florida Statutes. Reservations for community events must be applied for and approved on a case-by-case basis by the District Board. The Event Registration Form must be submitted to District staff in time to be reviewed and acted upon by the Board, if necessary, during a regular monthly meeting.

Reservations are confirmed on a first-come, first-served basis. District staff is authorized to end the event if they observe any damage being done to the Property or other behavior they deem as reckless or inappropriate. Any rental issue not addressed here or in the adopted policies of the District will be decided at the discretion of the Board at a regularly scheduled meeting.

Statutory Authority: Section 190.011(15), Florida Statutes.

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**Community Event Reservation Form:**

Representative's Name: \_\_\_\_\_

Event Date: \_\_\_\_\_ Time from: \_\_\_\_\_ to: \_\_\_\_\_

Event Location: \_\_\_\_\_

Purpose: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

List of persons, vendors, or groups presenting, advertising, selling items, or providing services:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Number of people expected to attend: \_\_\_\_\_

Representative's Address: \_\_\_\_\_

Representative's Phone Number: \_\_\_\_\_

Representative's Email Address: \_\_\_\_\_

**Responsibility of the Representative:**

The Representative must be present during the entire event. The Property must be cleaned by the Representative or the users prior to leaving the premises. Representative shall take precautions at all times to protect any persons and property affected by the event and shall manage and minimize the disturbance to traffic patterns.

**Release of Liability and Indemnification**

In consideration of the South Fork East Community Development District's (the "**District**") permission to the Representative, its agents and invitees to use the Property, the Representative, for itself, its agents and invitees, and any person or entity claiming by or through them, releases, discharges and acquits the District, its agents or employees, for any and all claims for loss, damage

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or injury of any nature whatsoever to person (including, but not limited to, personal injury and death) or property resulting in any way from, or in any fashion arising from, connected with or resulting in any way from the use of the Property in whatever manner the loss, damage or injury may be caused and whether or not the loss, damage or injury may be caused, occasioned or contributed to by the negligence, sole or concurrent, of the District, its agents or employees; it being specifically understood and agreed that this release of liability applies to any and all claims for loss, injury or damage caused solely or partially by the negligence of the District, its agents or employees.

As further consideration for the District's permission to the Representative, its agents and invitees to use the Property, the Representative, for itself, its representatives and assigns, agrees to defend, indemnify and hold the District, its agents or employees, harmless from any and all claims for loss, damage or injury of any nature whatsoever to person (including, but not limited to, personal injury and death) or property resulting in any way from or in any fashion arising from, connected with or resulting from the use of the Property in whatever manner the loss, damage or injury may be caused and whether or not the loss, damage or injury may be caused, occasioned or contributed to by the negligence, sole or concurrent, of the District, its agents or employees; it being specifically understood and agreed that this agreement to defend, indemnify and hold harmless applies to any and all claims for loss, injury or damage caused solely or partially by the negligence of the District, their agents or employees.

Representative's signature below signifies agreement with the foregoing release of liability and indemnification and is required to process the application.

Representative's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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Approved by the Board of Supervisors on \_\_\_\_\_

Conditions of approval: \_\_\_\_\_

Signature of District Representative: \_\_\_\_\_

# South Fork East Community Development District

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## Recreational Facilities Suspension Policy

The District has established rules and/or policies (the “**Rules**”) governing the use of the Recreational Facilities, Common Areas, and Natural Areas, which the District may amend from time to time. Patrons who violate the Rules may be subject to warnings and/or suspension of their rights to use the Recreational Facilities, including immediate suspension by the District Manager (or the Manager’s designee) or District employees (together the “**District Representative**”). The District Representative shall record all violations of the Rules, including repeat violations, on written incident reports and shall include the date, time, name of the parties involved, and nature of the violation. The District Representative shall file such report with the District Manager within 24 hours of the incident. The District Manager shall maintain all records in accordance with public record laws.

In the event of an incident warranting immediate suspension for the failure or refusal to abide by the Rules, the District Representative shall ask the User to leave the Recreational Facilities immediately, and shall call local law enforcement for assistance if the User fails to comply with the request.

In the case of an immediate suspension or a recommendation for suspension, the Board shall determine the appropriate period of the suspension at a regular meeting of the Board occurring at least seven (7) days after the date of (1) an email or (2) hand delivery or mailing by U.S. Mail, First Class, of a written notice to the User, or if the User is a minor to their guardians. The written notice shall inform the User or the User’s guardians of the date, time and place of such meeting, and that the User or the User’s guardians shall be entitled to address the Board about the violation and suspension or recommended suspension. The Board will consider the nature of the conduct, the frequency of the violation(s), and other relevant information before making a decision on suspension of the User’s rights.

The suspended User may not use the Recreational Facilities until the suspension expires. The District Representative may call local law enforcement to report that the suspended User is trespassing if that person attempts to use the Recreational Facilities prior to the expiration of the suspension.

The District reserves all other remedies and rights it may have with respect to violations of the Rules, including but not limited to seeking restitution for damages.

Statutory Authority: Section 190.011(15), Florida Statutes.

# South Fork East Community Development District

## Access Card Three Day Pass Agreement

Card(s) # \_\_\_\_\_

We, the undersigned who reside at:

\_\_\_\_\_

Agree to accept the access card(s) day pass for the South Fork East Community Development District to the Recreational Facilities with the following understanding and enter agreement as follows:

1. All cards are issued in person and on site at District. No card(s) will ever be mailed, couriered or issued to anyone in any other way but in person. Valid ID will be required and verified.
2. There is a \$30.00 fee per access card (check or money order only made payable to the South Fork East Community Development District) for the three-day pass, with a \$25.00 refundable deposit.
3. The three (3) day pass is renewable if needed.
4. In the event that a card is lost or stolen, the deposit will be retained to cover replacement of the card. Additionally, violation of any rules will result in immediate removal from the facilities and loss of the deposit.
5. All cards will be numbered and assigned accordingly. Only the person issued a card will be authorized to use that card for access to Recreational Facilities. There are no guests allowed on the card. The homeowner is responsible for all guests that are issued a three-day access card.
6. As further consideration for the District's permission to the Resident applicant, its agents, employees and invitees to use the Recreational Facilities, the Resident applicant, for itself, its representatives and assigns, agrees to indemnify, defend and hold harmless the District, its agents and employees, from any and all claims for loss, damage, injury or death of any nature whatsoever to persons or property, including, but not limited to personal injury or death, resulting in any way from or in any fashion arising from or connected with the use of the Recreational Facilities, in whatever manner the loss, damage, injury or death may be caused, occasioned or contributed to by the negligence, sole or concurrent, of the District, its agents or employees.

We further understand that the District reserves the right to revoke and/or suspend use of the Recreational Facilities with due cause such as failure to abide by the rules and policies.

**South Fork East Owner (or assign):**

\_\_\_\_\_

Print Name

\_\_\_\_\_

Signature

**Phone Numbers: Home** \_\_\_\_\_ **Cell** \_\_\_\_\_

**South Fork East Staff:**

\_\_\_\_\_

Print Name

\_\_\_\_\_

Signature

\_\_\_\_/\_\_\_\_/\_\_\_\_

Date

**Must attach proof of ownership** (type – circle one): (utility bill, cable bill, real estate closing papers, County Tax Office Record, other – copy and file w/ agreement).

**Payment Type/Amount** \_\_\_\_\_ **Fee** \_\_\_\_\_ **Deposit** \_\_\_\_\_

**Deposit Returned** \_\_\_\_\_ **Date** \_\_\_\_\_ **Signed** \_\_\_\_\_

**South Fork East  
Community Development District**

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**Check Payment Form**

*This form must be completed by each person issuing a check to South Fork East Community Development District in payment for access cards, keys, or any other products/services. The check issuer's driver's license or valid ID must be verified.*

**DATE:** \_\_\_/\_\_\_/\_\_\_

**NAME OF ISSUER:** \_\_\_\_\_

**DOB:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**HOME PHONE:** (\_\_\_\_) \_\_\_\_-\_\_\_\_\_

**CELL PHONE:** (\_\_\_\_) \_\_\_\_-\_\_\_\_\_

**AMOUNT OF CHECK:** \$\_\_\_\_\_

**REASON FOR CHECK:** \_\_\_\_\_

Non-Sufficient Funds (NSF) Policy:

In the event that a check is sent back to South Fork East Community Development District for non-sufficient funds the check writer must make payment within 30 days of demand letter with cashier's check, money order or cash at a cost of \$25.00 in addition to the original check amount.

**South Fork East  
Community Development District**

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**Incident Report**

**Date of Incident:** \_\_\_\_\_ **Time of Incident:** \_\_\_\_\_ (am/pm)

**Party Involved:** \_\_\_\_\_ **Sex:** Male/Female

**Is this person 18 years or older?** Yes/No

**If not, name of Parent or Guardian:** \_\_\_\_\_

**Mailing Address:** \_\_\_\_\_

**Was local law enforcement called?** Yes/No

**Description of what happened (include location):**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Names, phone numbers, and addresses of who witnessed the incident:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Immediately Suspended:** Yes/No

If yes, the reason: \_\_\_\_\_

**Recommendation:**

\_\_\_\_\_

**Name of Staff Member writing this report:** \_\_\_\_\_

**Signature of Staff Member writing this report:** \_\_\_\_\_

**Date:** \_\_\_\_\_

# South Fork East Community Development District

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## Policy and Fee Schedule for Non-Resident Use of District Recreational Facilities

### Policy

The residents of the District pay both debt assessments and annual operation and maintenance assessments in exchange for the benefits provided by the District's infrastructure and services, including but not limited to the Recreational Facilities.

To be fair and equitable to the residents of the District, any non-residents who wish to enjoy the Recreational Facilities will be required to pay a fair and reasonable user fee that covers a proportional share of the expenses of the District.

Upon payment of the non-resident user fees, any person shall be entitled to non-exclusive enjoyment of the District's recreation facilities in the same manner\* as residents and subject to rules and policies of the District. Policies of the District can be found online and may be modified from time to time. Violations of the District's rules and policies may result in the revocation of access privileges without a refund.

The Board may elect to cap the number of non-resident users to account for size and capacity limitations of the District facilities. Non-residents interested in using the Recreational Facilities should contact the District Manager or the On-Site Service Coordinator.

### Fee Schedule

<b>Yearly Pass</b>	<b>\$2,200</b>	<b>1 year period from the date paid</b>
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\*Non-residents who pay for a pass are only permitted to a maximum number of four (4) family users. Each additional family user will be required to purchase an additional pass at the rate of \$550.