

TRIPLE CREEK

COMMUNITY DEVELOPMENT DISTRICT

**POLICIES AND RULES FOR ALL
AMENITY FACILITIES**

**Adopted on March 18, 2014
Last Amended March 25, 2025**

**Amenity Manager's Office Located at:
13013 Boggy Creek Drive
Riverview, FL 33579**

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I. DEFINITIONS

“Amenity Facility” or “Amenity Facilities” – shall mean the properties and areas managed or owned by the District and intended for recreational use and shall include, but not specifically be limited to, the Streambed and Hammock Club clubhouses and pools, playground and shade structures, dog park, basketball and tennis courts, together with their appurtenant facilities and areas.

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

“Amenity Manager” or “Amenity Staff” – shall mean the District employees or management company, including its employees, staff and agents, contracted by the District to manage all Amenity Facilities within the District.

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

“Board of Supervisors” or “Board” – shall mean the Triple Creek Community Development District’s Board of Supervisors.

“District” – shall mean the Triple Creek Community Development District.

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

“Facility Access Card” or “Access Card” shall mean that certain card and mobile credentials issued and administered by the District that provides access to Amenity Facilities.

“Guest” or “Guests” – shall mean any Non-Resident who is invited and accompanied for the day by a Patron to participate in the use of the Amenity Facilities.

“Non-Resident” – shall mean any person or persons that do not own property within the District and also are not non-resident members.

“Non-Resident Member” – shall mean any person or non-resident not owning property in the District but who is paying the Annual User Fee to the District for use of all Amenity Facilities.

“Patron” or “Patrons” – shall mean any person lawfully on the premises abiding by and in accordance with all District requirements, including these Policies and Rules.

“Policies and Rules” – shall mean these Policies and Rules for All Amenity Facilities.

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

“Homeowner” – shall mean any person(s) or entity owning property within the District.

II. ANNUAL USER FEE STRUCTURE

The Annual User Fee for persons not owning property within the District is \$1,500 per family which may be reviewed each year in conjunction with the adoption of the annual Fiscal Year budgets for Triple Creek Community Development District (“the District”).¹ This fee will cover membership and privileges to use all Amenity Facilities for one (1) full year from the date of receipt of payment by the District. This fee must be paid in full at the time of the completion of the Non-Resident Member application. Each subsequent annual membership fee shall be paid in full on the anniversary date of application for membership. Such fee may be increased without notice or a public hearing, not more than once per year, by action of the Board of Supervisors, to reflect increased costs of operation of the Amenity Facilities; such increase may not exceed ten percent (10%) per year. This membership is not available for commercial purposes.

III. FACILITY ACCESS CARDS

Two (2) Facility Access Cards will be issued with the purchase of a residential unit in the District or when an Annual User Fee is paid in full; additional cards will be provided for family members sixteen (16) years of age and older at a cost of \$25.00 each. There is a \$25.00 charge to replace any lost or stolen cards. Should a Homeowner assign membership privileges to a Renter, that Renter will be required to purchase access cards at a cost of \$25.00 each which shall only be valid during the term of the lease. An Access Card issued to a Renter will expire on the same date the lease expires, unless notice of the lease renewal is provided to the District. All Patrons will be required to sign an Amenity Facilities registration form upon receiving their access card as a condition of accessing the Amenity Facility.

All Patrons must have their assigned Access Card upon entering the Amenity Facilities. Access Cards are only to be used by the Patron they are issued to.

IV. HOMEOWNER ASSIGNMENT & RENTER’S PRIVILEGES

1. Homeowners who rent out or lease out their residential unit(s) in the District shall have the right to assign the Renter of their residential unit(s) as the beneficial users of the Homeowner’s membership privileges for purposes of Amenity Facilities use. Homeowner may assign his/her membership privileges in the rental agreement or a separate document, however, written proof acknowledging the assignment shall be necessary before Facility Access Cards may be issued. A Homeowner that assigns the membership privileges associated with any lot in the community is surrendering his/her rights for the full term of the lease period to the Renter. Homeowner privileges shall be reinstated to the Homeowner upon expiration of the lease or proof that the lease has been terminated provided, however, that Homeowner shall be responsible for all fees to obtain new Facility Access Card(s).

¹ The Annual User Fee was last revised on June 13, 2022.

2. In order for the Renter to be entitled to use the Amenity Facilities, the Renter must acquire a membership with respect to the residence which is being rented or leased. A Renter who is designated as the beneficial user of the Homeowner's membership shall be entitled to the same rights and privileges to use the Amenity Facilities as the Homeowner.
3. Homeowners shall be responsible for all damages caused by the Renter to any Amenity Facilities or charges incurred by their Renters which remain unpaid after the customary billing and collection procedure established by the District. Homeowners are responsible for the deportment of their respective Renter.
4. Renters shall be subject to such other policies and rules as the Board may adopt from time to time.

V. DAMAGE TO PROPERTY OR PERSONAL INJURY

1. Each Patron and each Guest as a condition of use, access or invitation to the Amenity Facilities assume sole responsibility for his or her property. The District and its contractors shall not be responsible for the loss or damage to any private property used or stored on the premises of the Amenity Facilities.
2. Guests must be accompanied by a Patron when using any Amenity Facility. Patrons will be responsible for any damages caused by Guests while using facilities.
3. No person shall remove from the room in which it is placed or from the Amenity Facilities' premises any property or furniture belonging to the District or its contractors without proper authorization. Amenity Facilities Patrons shall be liable for any property damage and/or personal injury at the Amenity Facilities, or at any activity or function operated, organized, arranged or sponsored by the District or its contractors, caused by the member, any Guests or any family members. The District reserves the right to pursue any and all legal and equitable measures necessary to remedy any losses due to property damage or personal injury.
4. Any Patron, Guest or other person who, in any manner, makes use of or accepts the use of any apparatus, appliance, facility, privilege or service whatsoever owned, leased or operated by the District or its contractors, or who engages in any contest, game, function, exercise, competition or other activity operated, organized, arranged or sponsored by the District, either on or off the Amenity Facilities' premises, shall do so at his or her own risk, and shall hold the District, the Board of Supervisors, District employees, District representatives, District contractors, and District agents, harmless for any and all loss, cost, claim, injury damage or liability sustained or incurred by him or her, resulting there from and/or from any act of omission of the District, or their respective operators, Supervisors, employees, representatives, contractors, or agents. Any Patron shall have, owe, and perform the same obligation to the District and their respective operators, Supervisors, employees, representative, contractors, and agents hereunder in respect to any loss, cost, claim, injury, damage or liability sustained or incurred by any Guest or family member of such Patron.

5. Should any party bound by these Policies bring suit against the District, the Board of Supervisors or staff, agents or employees of the District, any Amenity Facility operator or its officers, employees, representatives, contractors or agents in connection with any event operated, organized, arranged or sponsored by the District or any other claim or matter in connection with any event operated, organized, arranged or sponsored by the District, and fail to obtain judgment therein against the District or the Amenity Facility operator, officers, employee, representative, contractor or agent, said party shall be liable to the District for all costs and expenses incurred by it in the defense of such suit (including court costs and attorney's fees through all appellate proceedings).

VI. GENERAL AMENITY FACILITY USAGE POLICY

All Patrons and Guests using the Amenity Facilities are required to conduct themselves in a responsible, courteous and safe manner in compliance with the Policies and Rules. Violation of the District's Policies and/or misuse or destruction of Amenity Facility equipment may result in the suspension or termination of District Amenity Facility privileges with respect to the offending Patron or Guest. The District may pursue further legal action and restitution in regards to destruction of Amenity Facility property or equipment.

Emergencies: Call 911. After contacting 911, all emergencies and injuries occurring on the Amenity Facilities must be reported to the office of the District Manager (813)-533-2950

Persons using the Amenity Facilities do so at their own risk. Amenity Manager's staff members are not present to provide personal training, exercise consultation or athletic instruction, unless otherwise noted, to Patrons or Guests. Persons interested in using the Amenity Facilities are encouraged to consult with a physician prior to commencing a fitness program.

1. The Board reserves the right to amend, modify, or delete, in part or in their entirety, these Policies and Rules when necessary, at a duly-noticed Board meeting, and will notify the Patrons of any changes. However, in order to change or modify rates or fees beyond the increases specifically allowed for by the District's Policies and Rules, the Board must hold a duly-noticed public hearing on said rates and fees.
2. Children under sixteen (16) years of age must be accompanied by an adult Patron aged eighteen (18) or older, as provided herein.
3. Patrons under eighteen (18) years of age are not permitted to bring any Guests. Except as set forth herein, Patrons eighteen (18) years of age or older are permitted to bring up to three (3) Guests each.
4. Dogs and all other pets (with the exception of Service Animals) are not permitted at the Amenity Facilities with the exception of the Dog Park. Where Service Animals are permitted on the grounds, they must be leashed. Patrons are responsible for picking up after all pets as a courtesy to the public and in accordance with the law.

5. Any consumption of Alcoholic beverages at the Amenity Facilities shall be in accordance with Florida law and this policy. Specifically, Alcoholic beverages are only permitted in the Amenity Facilities in the following circumstances:
 - a. Alcoholic beverages are sold or dispensed by a catering vendor in conjunction with an individual's rental of all or a portion of the Amenity Facilities so long as such vendor i) sells or dispenses such beverages in accordance with Florida law; ii) is licensed with the Florida Department of Business and Professional Regulation and holds any other necessary licensure required by the State or Hillsborough County; and iii) provides a certificate of insurance naming the District as an additional insured on its general liability and liquor liability insurance coverages held in an amount deemed to be acceptable by the District in its sole discretion.
 - b. Alcoholic beverages are sold or dispensed by individuals or entities that have rented all or a portion of the Amenity Facilities so long as such individuals or entities: i) sell or dispense such beverages in accordance with Florida law; ii) are licensed with the Florida Department of Business and Professional Regulation and hold any other necessary licensure required by the State or Hillsborough County; and iii) provide a certificate of special events insurance coverage (that includes liquor liability coverage) naming the District as an additional insured held in an amount deemed to be acceptable by the District in its sole discretion.
 - c. Alcoholic beverages are brought to the Amenity Facilities by individuals that have rented all or a portion of the Amenity Facilities for personal consumption on a "BYOB" basis so long as the District is provided a copy of the host's homeowners' insurance policy. However, alcoholic beverages may not be offered for sale nor may there be a door or other admission charge to an event where alcoholic beverages are going to be consumed. Charging a door or other admission charge for an event that includes alcoholic beverages, even if said alcoholic beverages are offered for free as part of the event, is prohibited.

Nothing herein shall prevent the District from serving or selling alcoholic beverages at its events held at the Amenity Facilities in accordance with Florida law and its insurance coverages.

6. Vehicles must be parked in designated parking areas, including non-motorized vehicles such as bicycles. Vehicles should not be parked on grass lawns, or in any way which blocks the normal flow of traffic. Parking at District Amenities is at your own risk, overnight parking is prohibited, and violators will be towed. (Reference: Resolution 2022-23, Adopting Parking Enforcement Rules).
7. Fireworks of any kind are not permitted anywhere on the Amenity Facilities or adjacent areas.
8. Only District employees and staff are allowed in the service areas of the Amenity Facilities.
9. The Board of Supervisors (as an entity) and the District Manager, the Amenity Manager and its staff shall have full authority to enforce these policies.

10. Smoking, including vaping and electronic cigarettes, is not permitted anywhere in the Amenity Facilities, except in designated areas.
11. Patrons must present their Access Cards when requested by staff, including security vendors hired by the District, at any Amenity Facility.
12. Disregard for any Policies or Rules may result in expulsion from the facility and/or loss of Amenity Center privileges in accordance with the procedures set forth herein.
13. Patrons and their Guests shall treat all staff members with courtesy and respect.
14. Golf carts, off-road bikes/vehicles (including ATV's), and motorized scooters are prohibited on all property owned, maintained, and operated by the District or at any of the Facility Amenities within District unless they are owned by the District.
15. Skateboarding and scooters are not allowed on any Amenity Facilities.
16. Commercial advertisements shall not be posted or circulated in the Amenity Facilities. Petitions, posters or promotional material shall not be originated, solicited, circulated or posted on Amenity Facilities property unless approved by the Amenity Manager.
17. The Amenity Facilities shall not be used for commercial purposes without written permission from the Amenity Manager and the District Manager. The term "commercial purposes" shall mean those activities which involve, in any way, the provision of goods or services for compensation. Notwithstanding the foregoing, each homebuilder entity owning undeveloped property or residential lots within the District may rent a portion(s) of the Amenity Center one (1) time per quarter in accordance with Article XVII herein in order to hold sales and other events which directly relate to its sale of residential lots within the District.
18. Firearms or any other weapons are not permitted in any of the Amenity Facilities.
19. The Amenity Manager reserves the right to authorize all programs and activities, including the number of participants, equipment and supplies usage, facility reservations, etc., at all Amenity Facilities, except usage and rental fees that have been established by the Board. The Amenity Manager also has the right to authorize management-sponsored events and programs to better serve the Patrons, and to reserve any Amenity Facility for said events (if the schedule permits) and to collect revenue for those services provided. This includes, but is not limited to, various athletic events and programs, and children's programs, social events, etc. Should the District be entitled to any of these revenues based on its established rental or usage fees, the Amenity Manager will be required to compensate the District accordingly.
20. There is no trespassing allowed in all designated wetland conservation and/or mitigation areas located on District property. Trespasser will be reported to the local authorities.
21. Loitering (the offense of standing idly or prowling in a place, at a time or in a manner not usual for law-abiding individuals, under circumstances that warrant a justifiable and

reasonable alarm or immediate concern for the safety of persons or property in the vicinity) is not permitted at any Amenity Facility.

22. All Patrons shall abide by and comply with any and all federal, state and local laws and ordinances while present at or utilizing the Amenity Facilities, and shall ensure that any minor and/or Guest for whom they are responsible also complies with the same.
23. Various areas of all Amenity Facilities are under twenty-four (24) hour video surveillance. Surveillance is for the purpose of protecting District Property, and does not provide safety or security to residents. Recordings are property of the District, and are not permitted by Florida law to be released to members of the public. Any concerns on property should be reported to District Staff, and a police report should be filed for any criminal activity or safety concerns.
24. Outdoor grilling is prohibited at all Amenity Facilities unless at a District pre-approved special event or in a designated area.
25. Inflatable equipment, such as bounce houses, is not permitted at the Amenity Facilities unless specifically authorized by the District. Only commercial bounce houses shall be permitted with proof of appropriate insurance coverage.
26. Loud, profane, or abusive language is absolutely prohibited. No physical or verbal abuse will be tolerated.
27. Card games may be played at the Amenity Facilities in accordance with Florida Law. When gambling is involved (penny ante) the following policies apply:
 - a. The card game must be a game or series of games of poker, pinochle, bunco, bridge, rummy, canasta, hearts, dominoes, or mah-jongg. All other form of cards games that include gambling is strictly prohibited unless allowed for under Florida law.
 - b. The winnings of any player in a single round, hand or game cannot exceed \$10.00 in value.
 - c. Commission/consideration cannot be paid to any individual for assistance in hosting the games.
 - d. No admission or fee of any kind may be charged for participating in the card games above and beyond the fees required to obtain Non-Resident Member status.
 - e. All participants must be 18 years of age or older.
 - f. Advertisements regarding card games, in any form, are prohibited.
 - g. Debits created or owed from playing cards are unenforceable.

VII. GENERAL POLICIES FOR ALL POOLS

Hours: The pool facilities are open for use by Patrons from dawn to dusk.

General:

1. There shall be posted signage as follows:

****NO LIFEGUARD ON DUTY – SWIM AT YOUR OWN RISK****

2. Radios, tape players, CD players, MP3 players and televisions, and the like are not permitted unless they are personal units equipped with headphones.
3. Swimming is permitted only during designated hours, as posted at the pool. Swimming after dusk is prohibited by the Florida Department of Health, except at the Streambed Pool as provided herein. During the posted hours Patrons swim at your own risk while adhering to swimming pool policies. Any person swimming during non-posted swimming hours may be suspended from using the Amenity Facilities.
4. Showers are required before entering the pools.
5. Glass containers are not permitted in the pool area.
6. No jumping, pushing, running or other horseplay is allowed in the pool or on the pool deck area.
7. If lightning or thunder is detected the pool will close for thirty (30) minutes and Patrons and Guests will be asked to leave the pool area.
8. Diving is strictly prohibited at all pools, with the exception of Swim Team competitions pre-approved by the Board of Supervisors.
9. Pool availability may be limited or rotated in order to facilitate maintenance of the facility. Depending upon usage, the pool may be closed for various periods of time to facilitate maintenance and to maintain health code regulations.
10. Proper swim attire must be worn in the pool; no jeans or cutoffs will be allowed.
11. No food (including chewing gum) is permitted in the pool or on the pool deck area. Food is only allowed under the covered area where the tables are located.
12. The changing of diapers or clothes is not allowed in the pool area or on the tables.
13. No one shall pollute or contaminate the pool. If contamination occurs, the pool will be closed for such time as necessary to comply with Health codes and the water will be shocked with chlorine to kill the bacteria. Anyone who does pollute or contaminate the pool is liable for any costs incurred in treating and reopening the pool and will be subject to suspension of privileges.
14. Remote controlled water craft are not allowed in the pool area.
15. Pool entrances must be kept clear at all times.
16. No swinging on ladders, fences, or railings is allowed.

17. Pool furniture is not to be removed from the pool area.
18. Chemicals used in the pool may affect certain hair or fabric colors. The District is not responsible for these effects.
19. The Amenity Staff reserves the right to authorize all programs and activities, with regard to the number of Guest participants, equipment, supplies, usage, etc., conducted at the pool, including Swim Lessons, Aquatic/Recreational Programs and Home Owner's Association Sponsored Events.

VIII. AQUATIC TOY AND RECREATIONAL FLOATATION DEVICE POLICY

1. Permitted play equipment includes pool toys (i.e. dive sticks, balls, frisbees, snorkels, swim fins, etc.) and flotation devices (i.e. noodles, floats, rafts, etc.) includes is shown in the attached **Exhibit A**. Prohibited play equipment is shown in the attached **Exhibit B**.
2. Persons planning to utilize permitted play equipment must meet with Amenity Staff for approval prior to use. The District reserves the right to discontinue approved usage of such play equipment during times of peak or scheduled activities at the pool, or if the equipment provides a safety concern.
3. Exceptions are Coast Guard-approved personal flotation devices, kickboards for lap swimming/swim classes, masks, goggles, water wings, and water toys for organized special events which are not required to be approved by Amenity Staff.
4. Amenity Staff as the final say regarding the use of any and all play equipment at the pools.

IX. FECES POLICY

In an effort to avoid contamination:

1. Parents should take their children to the restroom before entering the pool.
2. Children under three (3) years of age, and those who are not reliably toilet trained, must wear rubber lined swim diapers and a swimsuit over the swim diaper.
3. If contamination occurs, the affected pool will be closed for twenty-four (24) hours per the Florida Department of Health guidelines. The water will be shocked with chlorine to kill the bacteria.

X. POOL SLIDE POLICY

1. Use at your own risk.
2. The slide is for children ages sixteen (16) and below.
3. No running.
4. One at a time on slides.
5. Slide feet first.
6. No sitting at bottom of slides.
7. Children under 12 must be supervised by an adult at all times

XI. NIGHT SWIMMING POLICY

Hours: The Streambed Pool is available for night swimming on Fridays and Saturdays from dusk until 12 AM.

Restrictions on Patron Use: No children under the age of eighteen (18) are permitted to utilize the Streambed Pool during night swimming hours of operation.

Guest Policy: No Guests are permitted.

General:

1. All current Amenity Facilities Policies relating to usage of the pool and other amenity facilities are to be followed, unless otherwise revised below.
2. Please be courteous of the residents who live nearby. The volume of live or recorded music must not violate applicable Hillsborough County Noise Ordinances.

XII. ADA POOL CHAIR POLICY

1. ADA chair lifts are for use by disabled Patrons and Guests only. Users should consult with their physician to determine if water activities are appropriate for users.
2. Chair lifts are designed for self-use. Amenity Management Staff is not authorized to assist Patrons or Guests with use beyond initial review of operating instructions.

XIII. FITNESS CENTER POLICY

Hours: The Fitness Centers are open for use by Patrons during normal operating hours to be established and posted by the District.

Restrictions on Patron Use: Patrons sixteen (16) years of age and older are permitted to use the Fitness Centers during designated operating hours. No one under the age of sixteen (16) is allowed in the Fitness Center at any time.

Guest Policy: No Guests are permitted to use the Fitness Centers.

General:

1. Food (including chewing gum) is not permitted within the Fitness Centers. Beverages, however, are permitted in the Fitness Centers if contained in non-breakable containers with screw top or sealed lids.
2. Appropriate clothing and athletic footwear (covering the entire foot) must be worn at all times in the Fitness Centers. Appropriate clothing includes t-shirts, tank tops, shorts (no jeans), and/or sweat suits (no swimsuits).
3. Each individual is responsible for wiping off fitness equipment after use.
4. Hand chalk is not permitted to be used in the Fitness Centers.
5. Music is not permitted unless it is by a personal unit equipped with headphones.
6. Weights or other fitness equipment may not be removed from the Fitness Centers.
7. Please limit use of cardiovascular equipment to thirty (30) minutes and step aside between multiple sets on weight equipment if other persons are waiting.
8. Please replace weights to their proper location after use.
9. Free weights are not to be dropped and should be placed only on the floor or on equipment made specifically for storage of the weights.
10. Any fitness program operated, established, and run by Amenity Staff shall have priority over other users of the Fitness Centers.
11. Please be courteous and do not use cell phones or personal devices while occupying fitness equipment.

XIV. PLAYGROUND POLICY

Hours: The Playground is open for use by Patrons and Guests from dawn to dusk.

Restrictions on Patron Use: Children under the age of twelve (12) must be accompanied by an adult.

General:

1. No roughhousing on the playground.
2. Persons using the playground must clean up all food, beverages and miscellaneous trash brought to the playground.
3. Glass containers are prohibited.

XV. FISHING AND BOATING POLICY

1. Swimming, boating, fishing, use of personal flotation devices, or other active use of any waterway located within or adjacent to the District is prohibited.
2. Boats or watercraft of any kind are not permitted within any waterways located within or adjacent to the District with the exception of normal and customary maintenance of such waterways.

XVI. DOG PARK POLICY

Hours: The Dog Park is open for use by Patrons and Guests from dawn to dusk.

Restrictions on Patron Use: Children must be at least six (6) years of age to enter the Dog Park. Children under the age of twelve (12) must be accompanied by an adult.

General:

1. Dog Park is unattended. Persons using the park do so at their own risk. Owners must control their dog at all times.
2. Only dogs of Patrons are permitted to use the Dog Park. Limit two (2) dogs per Patron per visit. Guests may not bring dogs.
3. Dogs that have been declared dangerous or aggressive are prohibited.
4. All Patrons must have proof of their dog's current rabies vaccination and license.
5. Strollers are not allowed in the Dog Park.
6. Puppies under four months old are not permitted in the Dog Park.
7. Only dogs under 40 lbs. are allowed in the small dog park.
8. Dogs in heat are not allowed.
9. Patrons must pick up after their dog and dispose of feces properly.

10. Dogs must be on a leash when entering and exiting the Dog Park. Patrons must carry a leash for each dog while inside the dog area and the dogs must be under voice command at all times.
11. Dogs are required to wear a basic flat buckle collar or harness with identification tags at all times. No spiked or pronged dog collars are allowed.
12. Animals other than dogs are prohibited.
13. Leaving dogs unattended is prohibited. All Patrons must remain in the Dog Park with their dog at all times.
14. Dogs that bark persistently, are a nuisance, or are annoying or provoking other dogs or persons must leave the Dog Park.
15. Dogs are not permitted to dig within the Dog Park. Any holes must be filled by Patrons.
16. Climbing on or over the fence is not permitted as well as dogs jumping from one side to the other inside the Dog Park.
17. No food (dog or human), or raw hides allowed in the Dog Park. Patrons must use caution when bringing dog toys to the park since fights could erupt.
18. No glass containers are allowed in the Dog Park.
19. The CDD staff has the authority to close the park or sections of the park for any reason including maintenance, mowing, weather related problems, special events, or for the public's safety and/or health.

XVII. SPORTS COURTS POLICY

Hours: The Sport Courts are open for use by Patrons from dawn to dusk.

Restrictions on Patron Use: Children under the age of twelve (12) must be accompanied by an adult.

Guests: No Guests are permitted to use the Sport Courts.

General:

1. The Sport Court facilities are unattended. Use these facilities at your own risk.
2. Persons using the Sport Courts must supply their own equipment.
3. Please remove any trash.
4. No glass containers are allowed on the Sport Courts.

5. The exclusive and reserved schedules of the sport courts are limited to the community-based teams and programs scheduled through the Amenity Staff.

XVIII. BUSINESS CENTER POLICY

Hours: The Business Center is open for use by Patrons from 10:00 AM – 6:00 PM, except in the event of any office closure.

Restrictions on Patron Use: Children under the age of sixteen (16) must be accompanied by an adult.

Guests: No Guests are permitted to use the Business Center.

General:

- Please check in with the office team before using the center.
- Please do not add or alter programs.
- Documents are not to be saved on the hard drive. Any documents saved on the hard drive will be deleted.
- Please report any damaged or malfunctioning equipment to the office team.
- Equipment and supplies are not to be removed from the Business Center.
- Each session on the computer is limited to a maximum of 20 minutes. Please see the office team if you need additional time.
- Please see the office team to make payment before printing.

XIX. LAKEHOUSE FACILITY POLICY

Hours: The Lakehouse Facility is open for use by Patrons and Guests from 10am to 6pm.

Restrictions on Patron Use: The Lakehouse Facility is restricted to the use of patrons twenty-one (21) years of age or older. Patrons under the age of twenty-one (21) are prohibited from use of the Lakehouse Facility.

XX. FACILITY RENTAL POLICIES FOR STREAMBED & HAMMOCK CLUB AMENITY CENTERS

Homeowners (including homebuilders owning undeveloped property or residential lots within the District), Renters, and Non-Resident Members may reserve for rental certain portions of the Amenity Center for private events; provided, however, that each homebuilder entity may only rent a portion(s) of the Amenity Center one (1) time per quarter if the rental is to be utilized for commercial purposes as discussed in more detail in Article VI(16) herein. Only one (1) room or portion of the facility is available for rental during regular hours of operation and reservations may not be made more than six (6) months prior to the event. Persons interested in doing so should contact the Amenity Manager at 13013 Boggy Creek Drive, Riverview, FL 33579 regarding the anticipated date and time of the event to determine availability. Please note that all the facilities are unavailable for private events on the following holidays:

New Year's Day

Labor Day

Easter Sunday	Thanksgiving
Memorial Day	Christmas Eve
July 4 th	Christmas Day
New Year's Eve	

The pool and pool deck area of the facilities are not available for private rental and shall remain open to other Patrons and their Guests during normal operating hours.

The Patron renting any portion of the facility shall be responsible for any and all damage and expenses arising from the event.

***Reservations:** Patrons interested in reserving a room must submit to the Amenity Manager's Office a completed Facility Rental Application. At the time of approval, the fees associated with the rental **must** be submitted to the Amenity Manager's Office in order to reserve the room. One payment should be in the amount of the room rental fee and the other payment should be the deposit. All checks and money orders are made payable to the **Triple Creek CDD**. The Amenity Manager's Office will review the Facility Rental Application on a case-by-case basis and has the authority to reasonably deny a request. Denial of a request may be appealed to the District's Board of Supervisors for consideration. Reservations for Charity Events must be made at least thirty (30) days in advance of event and are contingent on District Board approval. Exceptions may be granted at the Board's discretion.

Available Facilities: The Streambed Clubhouse Room, Hammock Club Meeting Room and Hammock Club Veranda, Outside Deck, and Kitchen Area are available for private rental.

Staffing: Not required to be on duty on the District premises during the Facility Rental.

Deposit: A deposit is required at the time the reservation is approved. To receive a full refund of the deposit, the following must be completed timely:

- Ensure you are present for the duration of the rental.
- Ensure that all garbage is removed and placed in the dumpster.
- Remove all displays, favors or remnants of the event.
- Restore the furniture and other items to their original position.
- Wipe off counters, table tops, chairs and sink area.
- Replace garbage liner.
- Clean out and wipe down the refrigerator, microwave, oven, and all cabinets and appliances used.
- Clean any windows, doors, and mirrors in the rented room.
- Sweep and mop floor.
- Ensure that no damage has occurred to the Amenity Center and its property.
- Remove food from refrigerator at Hammock Club.

General:

- Patrons are responsible for ensuring that their Guests adhere to the policies set forth herein.

- Rental fees and deposits may be increased, not more than once per year, by action of the Board of Supervisors, to reflect increased costs of operation of the Amenity Facilities; such increase may not exceed ten percent (10%) per year.
- The volume of live or recorded music must not violate applicable Hillsborough County Noise Ordinances.

Each organization, group or individual reserving the use of an Amenity Facility (or any part thereof) agrees to indemnify and hold harmless the District, the owners of the Amenity Facility and the owner's officers, agents and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity, for injuries, death, property damage of any nature, arising out of, or in connection with, the use of the District.

XXI. SUSPENSION AND TERMINATION OF ACCESS RULE

1. Introduction. This rule addresses disciplinary and enforcement matters relating to the use of the Amenity Facilities.

2. General. All persons using the Amenity Facilities and entering District properties are responsible for compliance with the Policies and Rules established for the safe operations of the Amenity Facilities.

3. Access Cards / Key Fobs. Access Cards are the property of the District. The District may request surrender of, or may deactivate, a person's access card or key fob for violation of the District's Policies and Rules established for the safe operations of the Amenity Facilities.

4. Suspension and Termination of Rights. The District shall have the right to restrict, suspend, or terminate the Amenity access of any person and members of their household to use all or a portion of the Amenities for any of the following acts (each, a "Violation"):

- a. Submitting false information on any application for use of the Amenities, including but not limited to facility rental applications;
- b. Failing to abide by the terms of rental applications;
- c. Permitting the unauthorized use of an Access Card or otherwise facilitates or allows unauthorized use of the Amenities;
- d. Exhibiting inappropriate behavior or repeatedly wearing inappropriate attire;
- e. Failing to pay amounts owed to the District in a proper and timely manner (with the exception of special assessments);
- f. Failing to abide by any District Policies and Rules (e.g., this Amenity Policies and Rules document);

- g. Treating the District's staff, contractors, representatives, residents, landowners, or Patrons in a harassing or abusive manner;
- h. Damaging, destroying, rendering inoperable or interfering with the operation of District property, or other property located on District property;
- i. Failing to reimburse the District for property damaged by such person, or a minor for whom the person has charge, or a guest;
- j. Engaging in conduct that is likely to endanger the health, safety, or welfare of the District, its staff, contractors, representatives, residents, landowners, or Patrons;
- k. Committing or is alleged, in good faith, to have committed a crime on or off District property that leads the District to reasonably believe the health, safety or welfare of the District, its staff, contractors, representatives, residents, landowners, or Patrons is likely endangered;
- l. Engaging in another Violation after a verbal warning has been given by staff (which verbal warning is not required); or
- m. Such person's guest or a member of their household commits any of the above Violations.

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

5. Administrative Reimbursement. The Board may in its discretion require payment of an administrative reimbursement of up to Five Hundred Dollars (\$500) in order to offset the legal and/or administrative expenses incurred by the District as a result of a Violation ("Administrative Reimbursement"). Such Administrative Reimbursement shall be in addition to any suspension or termination of Amenity access, any applicable legal action warranted by the circumstances, and/or any Property Damage Reimbursement (defined below).

6. Property Damage Reimbursement. If damage to District property occurred in connection with a Violation, the person or persons who caused the damage, or the person whose guest caused the damage, or the person who has charge of a minor that caused the damage, shall reimburse the District for the costs of cleaning, repairing, and/or replacing the property ("Property Damage Reimbursement"). Such Property Damage Reimbursement shall be in addition to any suspension or termination of Amenity access, any applicable legal action warranted by the circumstances, and/or any Administrative Reimbursement.

7. Removal from Amenities. The District Manager, Amenity Manager and onsite staff each have the independent ability to remove any person from the Amenities if a

Violation occurs, or if in his or her discretion, it is in the District's best interest to do so.

8. Initial Suspension from Amenities. The District Manager, Amenity Manager or his or her designee may at any time restrict or suspend for cause or causes, including but not limited to a Violation, any person's access to the Amenities until a date not later than the next regularly scheduled meeting date of the Board that is scheduled to occur at least twenty-one (21) days after the date of initial suspension. In the event of such a suspension, the District Manager or his or her designee shall mail a letter to the person suspended referencing the conduct at issue, the sections of the District's Policies and Rules violated, the time, date, and location of the next regular Board meeting where the person's suspension will be presented to the Board, and a statement that the person has a right to appear before the Board and offer testimony and evidence why the suspension should be lifted. If the person is a minor, the letter shall be sent to the adults at the address within the community where the minor resides.

9. Hearing by the Board; Administrative Reimbursement; Property Damage Reimbursement.

a. At the Board meeting referenced in the letter sent under Section 8 above, or as soon thereafter as a Board meeting is held if the meeting referenced in the letter is canceled, a hearing shall be held at which both District staff and the person subject to the suspension shall be given the opportunity to appear, present testimony and evidence, cross examine witnesses present, and make arguments. The Board may also ask questions of District staff, the person subject to the suspension, and witnesses present. All persons are entitled to be represented by a licensed Florida attorney at such hearing.

b. After the presentations by District staff and the person subject to the suspension, the Board shall consider the facts and circumstances and determine whether to lift or extend the suspension or impose a termination. In determining the length of any suspension, or a termination, the Board shall consider the nature of the conduct, the circumstances of the conduct, the number of Policies and Rules violated, the person's escalation or de-escalation of the situation, and any prior Violations and/or suspensions.

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

d. The Board shall also determine whether a Property Damage Reimbursement is warranted and, if so, set the amount of such Property Damage Reimbursement. If the cost to clean, repair and/or replace the property is not yet available, the Property Damage Reimbursement shall be fixed at the next regularly scheduled Board meeting after the cost to clean, repair, and/or replace the property is known.

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

10. Suspension by the Board. The Board on its own initiative acting at a noticed

public meeting may elect to consider a suspension of a person's access for committing any of the Violations outlined in Section 4. In such circumstance, a letter shall be sent to the person suspended which contains all the information required by Section 8, and the hearing shall be conducted in accordance with Section 9.

11. Automatic Extension of Suspension for Non-Payment. Unless there is an affirmative vote of the Board otherwise, no suspension or termination will be lifted or expire until all Administrative Reimbursements and Property Damage Reimbursements have been paid to the District. If an Administrative Reimbursement or Property Damage Reimbursement is not paid by its due date, the District reserves the right to request surrender of, or deactivate, all access cards or key fobs associated with an address within the District until such time as the outstanding amounts are paid.

12. Appeal of Board Suspension. After the hearing held by the Board required by Section 9, a person subject to a suspension or termination may appeal the suspension or termination, or the assessment or amount of an Administrative Reimbursement or Property Damage Reimbursement, to the Board by filing a written request for an appeal ("Appeal Request"). The filing of an Appeal Request shall not result in the stay of the suspension or termination. The Appeal Request shall be filed within thirty (30) calendar days after mailing of the notice of the Board's determination as required by Section 9(e), above. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt by the District. Failure to file an Appeal Request shall constitute a waiver of all rights to protest the District's suspension or termination, and shall constitute a failure to exhaust administrative remedies. The District shall consider the appeal at a Board meeting and shall provide reasonable notice to the person of the Board meeting where the appeal will be considered. At the appeal stage, no new evidence shall be offered or considered. Instead, the appeal is an opportunity for the person subject to the suspension or termination to argue, based on the evidence elicited at the hearing, why the suspension or termination should be reduced or vacated. The Board may take any action deemed by it in its sole discretion to be appropriate under the circumstances, including affirming, overturning, or otherwise modifying the suspension or termination. The Board's decision on appeal shall be final.

13. Legal Action; Criminal Prosecution; Trespass. If any person is found to have committed a Violation, such person may additionally be subject to arrest for trespassing or other applicable legal action, civil or criminal in nature. If a person subject to a suspension or termination is found at an Amenity Facility, such Person will be subject to arrest for trespassing. If a trespass warrant is issued to a person by a law enforcement agency, the District has no obligation to seek a withdrawal or termination of the trespass warrant even though the issuance of the trespass warrant may effectively prevent a person from using the Amenity Facilities after expiration of a suspension imposed by the District.

14. Severability. If any section, paragraph, clause or provision of this rule shall be held to be invalid or ineffective for any reason, the remainder of this rule shall continue in full force and effect, it being expressly hereby found and declared that the remainder of this rule

would have been adopted despite the invalidity or ineffectiveness of such section.

XXII. INDEMNIFICATION

Each organization, group or individual using or reserving the use of CDD facilities agrees to indemnify and hold harmless the Triple Creek Community Development District (“District”) and the amenity management firm, and the respective officers, agents, contractors and employees of each, from any and all liability, claims, actions, suits or demands by any person, corporation or other entity, for injuries, death, property damage of any nature, arising out of or in connection with, the use of the district lands, premises and / or facilities, including litigation or any appellate proceeding with respect thereto. Nothing herein shall constitute or be construed as a waiver of the District’s sovereign immunity granted pursuant to Section 768.28, Florida Statues.

The District and its agents, employees and officers shall not be liable for, and the Homeowner, Renter or Non-Resident Member user shall release all claims for injury or damage to or loss of personal property or to the person, sustained by the user or any person claiming through the user resulting from any fire, accident, occurrence, theft or condition in or upon the District’s lands, premises and/or facilities.

The above policies were initially adopted by the Board of Supervisors for the Triple Creek Community Development District per Resolution 2014-05 on March 18, 2014 at a duly noticed public meeting.

EXHIBIT A

Permitted Flotation Devices





EXHIBIT B

Not Permitted Floatation Devices



