

**PARK CREEK
COMMUNITY DEVELOPMENT DISTRICT**

Amenities Policies & Procedures

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Part I. Rule for Amenities Rates

In accordance with Chapters 190 and 120 of the Florida Statutes, and on _____ at a duly noticed public meeting and after a duly noticed public hearing, the Board of Supervisors of the Park Creek Community Development District adopted the following rules to govern rates for the District's Amenities.

INTRODUCTION.

This rule addresses various rates, fees, and charges associated with the Amenities.

DEFINITIONS.

All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in Part II, Amenities Policies of Park Creek Community Development District, as amended from time to time.

ANNUAL USER FEE.

For Non-Resident Patrons, the Annual User Fee is equal to the average annual operation and maintenance assessment and debt assessment as established by the District in connection with the adoption of the District's annual fiscal year budgets. For Residents, the Annual User Fee is paid when the Resident makes payment for the Resident's annual operation and maintenance assessment, and debt service assessment, for the property owned by the Resident.

RESERVATION RATES FOR AMENITY CENTER.

Any Patron wishing to have the exclusive use of any area within the amenity center must submit a security deposit in the amount set forth in Table 1 below. Check or money order only.

Reservations must be cancelled within 15 days of the scheduled use date in order to receive a full refund of the security deposit.

Table 1 – Reservation Rates for Amenity Center Areas

Area	Deposit
Covered Patio at Pool Covered Area at Playground Cabanas at Pool	\$300.00

Note: Patrons must be current on assessments or annual user fee in order to reserve covered patio areas.

ACTIVITY AND PROGRAM RATES.

Activity program prices charged on an activity-by-activity basis. Program coordinator to present program calendar to the board at a public meeting.

MISCELLANEOUS FEES.

Miscellaneous fees are set forth in Table 2 below. Checks or money orders only.

Table 2 – Miscellaneous Fees

Item	Fee
Access Cards/Key Fobs (2 per Patron's	Free
Replacement of Damaged, Lost or Stolen Access Card	\$25 per Access Card/Fob
Insufficient Funds Fee (for submitting an insufficient funds check)	\$30.00

SPECIAL PROVISIONS.

After-Hours Events.

There are no after hour reservations for private use. When pool closes, the reserved use ends. CDD sponsored events may be held after hours at approved CDD functions.

Homeowner's Association and Master Developer Meetings.

Unless otherwise provided in the District's official policies, as may be amended from time to time, each homeowner's association located within the boundaries of the District is permitted one free meeting per month, subject to availability.

Additional Costs.

The District at a public meeting may in its sole discretion require additional staffing, insurance, cleaning, or other service for any given event, and, if so, may charge an additional fee for the event equal to the cost of such staffing, insurance, cleaning, or service.

ADJUSTMENT OF RATES.

Not more than once per year, the Board may adjust by resolution adopted at a duly noticed public hearing any of the fees set forth in the District's Rule for Amenities Rates to reflect actual costs of operation of the Amenities, to promote use of the Amenities, or for any other purpose as determined by the Board to be in the best interest of the District. The board may also in its discretion authorize discounts for certain services.

PRIOR RULES & POLICIES.

The District's Amenities Policies, as may be amended from time to time, govern all use of the Amenities.

SEVERABILITY.

The validity of unenforceability of any one or more provisions of the rules shall not affect the validity or enforceability of the remaining portions of these rules, or any part not held to be invalid or unenforceable.

Law Implemented: ss. 190.11, 190.035, Florida Statutes

Part II. Amenities Policies

In accordance with Chapters 190, Florida Statutes, and on _____ at a duly noticed public meeting and after a duly noticed public hearing, the Board of Supervisors of the Park Creek Community Development District adopted the following policies to govern the operation of the District’s Amenities. All prior amenities policies of the District are hereby rescinded.

DEFINITIONS

The following definitions shall apply to these policies in their entirety:

“Access Card” – shall mean the identification or gate card, issued to Patrons.

“Amenities” – shall mean the properties and areas owned by the District and intended for recreational use and may include, but not specifically be limited to, the District’s amenity center, swimming pool, multi- purpose field (event lawn), playground (tot-lot), picnic areas, and walking trails, together with their appurtenant areas, facilities, equipment, and any other appurtenances.

“Amenities Policies” or “Policies” – shall mean all policies of the District relative to the Amenities, as amended from time to time.

“Amenity Manager” – shall mean the management company, including its employees, staff, and agents, contracted by the District to manage the Amenities.

“Annual User Fee” – shall mean the base fee established by the District for the non- exclusive right to use the Amenities. The amount of the Annual User Fee is set forth in the District’s Rule for Amenities Rates.

“Board of Supervisors” or “Board” – shall mean the Board of Supervisors of the District.

“District” – shall mean the Park Creek of Hillsborough County Community Development District.

“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 person or persons, other than a Patron, who are expressly authorized by the District to use the Amenities or invited and accompanied for the day by a Patron to use the Amenities.

“Household” – shall mean a group of individuals living under one roof or head of household. This can consist of individuals who have not yet attained the age of eighteen, together with their parents or legal guardians. This does not include visiting relatives, or extended household not residing in the home.

“Non-Resident” – shall mean any person that does not own property within the District or does not meet the definition of an individual included within a Household.

“Non-Resident Patron” – shall mean any person or Household not owning property in the District who is paying the Annual User Fee and is current in the payment of all other dues and fees to the District.

“Resident Patron” – shall mean Residents, and Renters.

“Patron” – shall mean any person or Household who is paying the Annual User Fee whether resident, renter, or non-resident and is current in the payment of all other dues and fees to the District.

“Person” – shall mean an individual, or legal entity recognized under Florida Law.

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

“Resident” – shall mean any person or Household owning property within the District.

AUTHORIZED USERS

Generally.

Only Patrons and Guests, as set forth herein, have the right to use the Amenities.

Residents.

A Resident must pay the Annual User Fee and be current in payment of all dues applicable to Residents in order to have the right to use the Amenities. Such payment must be made in accordance with the District's annual assessment collection resolution and typically will be included on the Resident's property tax bill. In order to be considered current in payment, residents must remit payment by July 31. Amenity rights will be suspended for residents that are not current in payment. Payment of the Annual User Fee entitles the Resident to use the Amenities for one full fiscal year of the District.

Non-Residents.

A Non-Resident Patron must pay in advance the total twelve (12) month Annual User Fee and be current in payment of all dues applicable to Non-Residents in order to have the right to use the Amenities for one full year, which year begins from the date of receipt of payment by the District. This fee must be paid in full before the Non-Resident may use the Amenities. Each subsequent Annual User Fee shall be paid in full on the anniversary date of registration. Amenity rights will be cancelled if subsequent Annual User Fee payments are not paid within 90-days of the anniversary date.

Renter's Privileges.

Residents who rent or lease residential unit(s) in the District shall have the right to designate the Renter of the residential unit(s) as the beneficial users of the Resident's privileges to use the Amenities and the Residents' privileges will be suspended during the Renters usage.

- a) A Renter who is designated as the beneficial user of the Resident's rights to use the Amenities shall be entitled to the same rights and privileges to use the Amenities as the Resident.

b) Residents shall be responsible for all charges incurred by their Renters which remain unpaid after the customary billing and collection procedure established by the District. Resident owners are responsible for their respective Renter.

c) Renters shall be subject to all rules and policies as the Board may adopt from time to time.

Guests.

Except as otherwise provided for herein, each Patron household property owner or renter over the age of 15 that is on the lease agreement, may bring up to one guest at a time; provided, however, that the Patron will be responsible for any harm caused by the Patron's Guests while using the Amenities. For clarification purposes, a Patron Household can only bring a total of up to four Guests on behalf of the entire household. The District may also in its discretion invite Guests as part of any community programming activities. Applicable fees may apply. Guests shall be subject to all rules and policies as the Board may adopt from time to time.

Registration / Disclaimer.

In order to use the Amenities, each Patron, all members of a Patron's Household, and all Guests shall register with the District by executing a Registration Form when they receive their Access Card(s).

All persons using the Amenities do so at their own risk and agree to abide by the rules and policies for the use of the Amenities. As set forth more fully later herein, the District shall assume no responsibility and shall not be liable for any accidents, personal injury, or damage to, or loss of property arising from the use of the Amenities or from the acts, omissions or negligence of other persons using the Amenities. Patrons are responsible for their actions and those of their

Guests.

ACCESS CARDS/KEY FOBS/PIN CODES

Use of Access Cards/Key Fobs/Pin Codes

Patrons must use their Access Cards/Pin Code/Key Fobs to gain access to the Amenities. Upon arrival at the amenity center, Patrons will input their pin code or swipe their access card or key fob to unlock the doors. Under no circumstance should a Patron provide an Access Card/Key Fob or Pin Code to another person to allow him or her to use the Amenities. Unauthorized use of the Access Cards/Pin Code/Key Fobs will be subject to the suspension of rights section in these policies and procedures.

Issuance of Access Cards/Key Fobs/Pin Codes.

Each household will receive up to two (2) Access Card/Pin Code/Key Fobs at no cost upon registration with the District. Each Patron must use their Access Card/Pin Code/Key Fob upon entry to the facilities.

Non-Transferrable.

Access Cards and key fobs are the property of the District and are nontransferable except in accordance with the District's rules and policies.

Lost or Stolen Access Cards or Key Fobs.

All lost or stolen cards need to be reported immediately to the District. Fees may apply to replace any lost or stolen cards.

FACILITY RESERVATION POLICIES.

The following policies apply to the reservation of the Amenities:

Patrons Only.

Unless otherwise directed by the District, only Patrons may reserve a portion of the Amenity for parties and events. Only one of the available areas can be reserved by a single Patron per day.

Amenities Available for Reservation.

The following Amenity is available for use:

- a) Outdoor covered patio area in the pool area
- b) Each Cabana area
- c) Outdoor Covered Patio area in the playground area

Payment & Registration.

At the time the reservation is made, a check or money order (no cash) for the deposit will be made out to District and delivered to the District Manager along with completed paperwork and insurances, if necessary. Each Patron using the Amenities must sign and execute a Use Agreement, attached hereto as Attachment C.

Deposits.

The deposits for use of the Amenities are as set forth in the District's rules. To receive the full refund of the deposit within 10 days after the event, the Patron must:

- a) Remove all garbage, place in dumpster, and replace garbage liners.
- b) Take down all decorations or event displays; and
- c) Otherwise clean the Amenities and restore them to their pre-use condition, and to the satisfaction of the District.

The District may retain all or part of any deposit if the District determines, in its sole discretion, that it is necessary to repair any damages (including any clean-up costs) arising from the Patron's use.

Computation of Reservation Time.

The use time period is inclusive of set-up and clean-up time.

Duration of Events.

Unless otherwise authorized by the District, each reservation for use shall be for a minimum of two hours but no more than four hours, unless previously authorized by the District and no after-hours events shall extend past pool closing hours. If the event lasts longer than four hours the deposit is forfeited, unless previously authorized by the District.

Available Hours.

The Amenities may be reserved for parties and events during normal operating hours and will not be available for private use on Holidays (as defined herein), holiday weekends, or after hours.

Capacity.

The amenity center capacity limit shall not be exceeded at any time for a party or event and in no case will exceed 48 persons. The amenity center capacity limit for a private event is 25 persons.

Noise.

The volume of live or recorded music must not violate applicable Hillsborough County noise ordinances, or unreasonably interfere with residents' enjoyment of their homes.

Insurance.

Additional liability insurance coverage may be required for all events that are approved to serve alcoholic beverages, or for other events that the District determines in its sole discretion should require additional liability insurance. The District and its supervisors, staff, and contractors is to be named on these policies as an additional insured party.

Cancellation.

If the Patron wishes to cancel a reservation, the cancellation must be communicated to the Amenity Manager in writing no later than fifteen days prior to the scheduled event to receive a return of

100% of the deposit. If the event is cancelled less than 15 days prior to the event 50% of the security deposit will be returned.

COMMUNITY PROGRAMMING

Resources.

The District may offer from time to time a variety of programs and activities designed to meet the needs and enjoyment of community members of all ages, interests, and skill levels. If a program or activity is offered, its format will be structured to provide participants most effectively with a positive recreational experience of the highest caliber. Information for any upcoming program or activity will be provided to the Patrons via the community bulletin board, District website or homeowner's association community website.

Patrons and Guests Only.

Unless otherwise directed by the District, programs will be open to Patrons and their Guests only, subject to payment of any applicable fees. Patrons may register Guests for programs; however, Patrons will be entitled to priority registration, Guests will only be able to register for programs if space permits.

Registration.

Most programs will require advanced registration or an RSVP to allow the staff to plan effectively. To avoid the unnecessary cancellation of a program, register by the posted deadline. Late registrations may be accepted on a case-by-case basis. Due to the nature of some programs and the availability of space, late registration may not always be feasible. Some programs will have maximum registration limitations. In the event a program is full, a waiting list will be created.

Programs and Activities.

All programs and services including personal training, group exercise, instructional programs, competitive events, and other programs must be conducted as directed by the Board. A schedule of activities for the Amenities will be posted in each area and updated by the District. No outside (i.e., third party) instructors are allowed unless previously approved by the Board.

Food Trucks.

Staff will market the food trucks through Constant Contact, posts on the District website, bulletin boards, and post signage. All food truck vendors will supply proper licensing and insurance, naming the District as an additional insured. If a vendor does not possess proper licensing and insurance, staff can ask a vendor to leave and will contact law enforcement if the vendor(s) refuse compliance. Cancellation by the District.

The District will notify Patrons if there is a need to change or cancel a program. If a program is cancelled by the District, Patrons will be issued a refund or credit on their account.

Refunds.

Program refunds and credit may be granted on a case by case basis. Refunds and credits after the program registration deadline, “no shows”, or after a program begins may not be approved.

GENERAL PROVISIONS

All Patrons and Guests using the Amenities are expected to conduct themselves in a responsible, courteous, and safe manner, in compliance with all rules and policies of the District.

Emergencies.

After contacting 911 if required, all emergencies and injuries must be reported immediately to the office of the District Manager at 813-344-4844 or email at parkcreekcddmanager@gmail.com.

Hours of Operation.

All hours of operation of the Amenities will be established and published by the District. The amenity center will be open year-round. The District may restrict access or close some or all of the Amenities for purposes of providing a community activity, for making improvements, for conducting maintenance, or other purposes. Any programs or activities of the District may have priority over other users of the Amenities.

Additional Guidelines.

Except as otherwise stated herein, the following additional guidelines govern the use of the Amenities generally.

a) **Registration and Pin Codes or Access Cards or Keys.** All Patrons must sign-in and have their assigned Access Card, upon entering the Amenities.

Cards, Key Fobs and Pin Codes are only to be used by the Patron to whom they are issued.

b) **Guests.** Guests may only be accompanied by a Patron while using the Amenities if they are at least 15 years of age or older.

c) **Minors.** Except as otherwise stated herein, children under 15 years of age must be accompanied by a parent or legal guardian only.

- d) Attire.** Except for the pool and wet areas where bathing suits are permitted, Patrons and Guests must be properly attired with shirts and shoes to use the Amenities. Bathing suits and wet feet are not allowed indoors except for the restroom areas.
- e) Food and Drink.** Food and drink will be limited to designated areas only.
- f) Alcohol.** Alcoholic beverages shall not be served or sold, nor permitted to be consumed on the premises of the Amenities, except at pre-approved special events. Patrons will be required to hire a licensed and insured vendor of alcoholic beverages, and they must provide proof of this to the Amenity Manager prior to the event. Anyone that appears to be under the influence of drugs or alcohol will be asked to leave the Amenities.
- g) No Smoking.** Smoking or Vaping is not permitted in any building, or enclosed or fenced area, including but not limited to the amenity center, fitness stations, swimming pool or swimming pool deck area, or playground. All waste must be disposed of in the appropriate receptables.
- h) Pets.** Except for service and other legally authorized emotional support animals, pets are not permitted, and they are not permitted indoors. Where such animals are permitted on the grounds, they must be leashed. Patrons are responsible for picking up after all pets as a courtesy to others and in accordance with the law.
- i) Vehicles.** Vehicles must be parked in designated areas. Vehicles should not be parked on the grass lawns, or in any way which blocks the normal flow of traffic. 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 Amenities within the District unless they are owned by the District.

- j) Skateboards, Etc.** Bicycles, skateboards, rollerblades, and other similar use is limited to designated outdoor areas only.
- k) Fireworks.** Fireworks of any kind are not permitted anywhere on the Amenities or District owned area.
- l) Service Areas.** Only District employees and staff area allowed in the service areas of the Amenities.
- m) Courtesy.** Patrons and their Guests shall treat all staff members and other Patrons and Guests with courtesy and respect.
- n) Profanity.** Loud, profane, or abusive language is prohibited.
- o) Horseplay.** Disorderly conduct and horseplay are prohibited.
- p) Equipment.** All equipment and supplies provided for use of the Amenities must be returned in good condition after use. Patrons are encouraged to let the staff know if an area of the Amenities or a piece of equipment is in need of cleaning or maintenance.
- q) Littering.** Patrons are responsible for cleaning up after themselves and helping to keep the Amenities clean at all times.
- r) Solicitation and Advertising.** Commercial advertisements shall not be posted or circulated in the Amenities. Petitions, posters, or promotional material shall not be originated, solicited, circulated, or posted on Amenities property unless approved in writing by the District.
- s) Firearms.** Firearms or any other weapons are not permitted in any of the Amenities, unless otherwise allowed by applicable law.
- t) Trespassing/Loitering.** There is no trespassing or loitering allowed at the Amenities. Any individual violating this policy may be reported to the local authorities.

u) Compliance with Laws. All Patrons and Guests shall abide by and comply with any and all federal, state and local laws and ordinances, as well as any District rules and policies, while present at or utilizing the Amenities, and shall ensure that any minor for whom they are responsible also complies with the same.

v) Surveillance. Various areas of all Amenities may be under twenty-four (24) hour video surveillance.

w) Grills. Grills are not permitted on public areas, except during approved events.

x) Bounce Houses. Bounce houses and similar apparatus are permitted only outdoors and at the discretion of the Amenity Manager and in areas designated by the District. Proof of liability insurance acceptable to the District shall also be required.

y) Cellular Phones. To prevent disturbance to others, use of cellular telephones is limited while utilizing the amenities. Patrons and Guests are asked to keep their ringers turned off or on vibrate while using the Amenities.

z) Lost Property. The District is not responsible for lost or stolen items. Staff members are not permitted to hold valuables or bags for Patrons or Guests. All found items should be turned in to the Amenity Manager for storage in the lost and found. Items will be stored in the lost and found for up to one month.

Pool Area

The following policies apply to the District's pool:

a) Swim at Your Own Risk. The pool areas are not supervised during operating hours.

b) Operating Hours. The pool is open from 8:00 a.m. to 8 p.m. April to September and from 8:00 a.m. to 6:00 p.m. October to March. No one is permitted in the pool at any other time unless a specific event is scheduled.

- c) **Supervision of Children.** Children under 15 years must be accompanied by a parent or legal guardian.
- d) **Skateboards, Etc.** No bicycles, scooters, roller skates, roller blades, or skateboards are permitted on the pool deck.
- e) **Food and Drink.** Alcoholic beverages are not permitted. Food is not permitted, except for special events and reservation events. Glass containers or breakable objects of any kind are not permitted in the pool area or locker rooms. Notwithstanding any of the foregoing, no food or beverages are ever permitted in the pool or on the pool wet deck area, and instead when permitted, food and beverages must be kept only in the designated areas.
- f) **Horseplay.** No jumping, pushing, running, or other horseplay is allowed in the pool or on the pool deck area.
- g) **Diving.** Diving is strictly prohibited at the pool.
- h) **Noise.** Except at approved events, radios, tape players, CD players, MP3 players and televisions, and the like are not permitted unless they are personal units equipped with headphones.
- i) **Aquatic Toys and Recreational Equipment.** Aquatic toys and equipment are not permitted in the pool and pool slide. Prohibited items include, but are not limited to, any kind of ball, rafts, kickboards, inner tubes, scuba gear, snorkels, dive sticks, swim fins, balls, frisbee, inflatable objects, or other similar water play items. Exceptions are Coast Guard approved personal floatation devices, kickboards for lap swimming/swim classes, masks, goggles, water wings, and water toys for organized special events. Amenities 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 schedule activity at the pool, or if the equipment provides a safety concern.

- j) Entrances.** Pool entrances must be kept clean at all times.
- k) Railing.** No swinging on ladders, fences, or railings is allowed.
- l) Pool Furniture.** Pool furniture is not to be removed from the pool area and returned after use.
- m) Chemicals.** Chemicals used in the pool may affect certain hair or fabric colors. The District is not responsible for these effects.
- n) Pets.** Pets (with the exception of service and legally authorized emotional support animals), are not permitted on the pool deck area inside the pool gates at any time.
- o) Attire.** Appropriate swimming attire (swimsuits) must be worn at all times.
- p) Prevention of Disease.** All swimmers must shower before initially entering the pool. Persons with open cuts, wounds, sores, or blisters may not use the pool. No person should use the pool with or suspected of having a communicable disease which could be transmitted through the use of the pool.
- q) Swim Diapers.** Parents should take their children to the restroom before entering the pool. 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. If contamination occurs, the pool will be closed for twenty-four (24) hours and the water will be shocked with chlorine to kill the bacteria. Any individual responsible for contamination of the pool may be held responsible for any clean-up or decontamination expenses incurred by the District.
- r) Pollution.** No one shall pollute the pool. Anyone who does pollute the pool is liable for any costs incurred in treating and re-opening the pool.
- s) Reservation of Tables or Chairs.** Tables or chairs on the deck area may not be reserved by placing towels or personal belongings on them.

t) Pool Closure. The pool may close due to weather warnings, fecal accidents, chemical balancing, or general maintenance and repairs.

u) Weather. The pool and pool area will be closed during electrical storms or when rain makes it difficult to see any part of the pool or pool bottom clearly. 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 the staff.

v) Swim Instruction. Swim instruction for fees, or solicitation of swim instruction for fees, is prohibited. The District may choose to contract with a swim instructor provider to offer Patrons with swim instruction at a cost to the Patron.

Event Lawn, Patio, Picnic Areas, and Outdoor Areas

The following policies apply to the Event Lawn, patio, and other outdoor areas:

- a) **First Come Basis.** The pool side cabanas area available for use by Patrons and Guests only on a first come first serve basis unless reserved in accordance with this policy. The Event Lawn and patio areas may only be reserved for a program or event approved by the District.
- b) **Vehicles.** No bicycles, scooters, skateboards, and equipment with wheels are prohibited.
- c) **Skateboards, Etc.** Bikes, rollerblades, skateboards, and equipment with wheels are prohibited.
- d) **Chalking.** Chalking or marking the outdoor areas must be approved in advance and proper marking materials must be used.
- e) **Pets.** Pets must be kept on leash and Patrons must pick up and dispose of pet waste in appropriate receptacles.
- f) **Equipment.** Patrons and Guests are responsible for bringing their own equipment. The staff may have some equipment available for sign out on a first come first serve basis.
- g) **Noise.** Amplified sound systems and DJs are prohibited unless it is an approved program, event, or reservation.
- h) **Clean-Up.** Patrons and Guests must clean up after themselves and dispose of trash in the appropriate receptacles.

Lake or Pond Areas

The lakes and ponds throughout the community are not designed for swimming or boating but may be used by Patrons and Guests for fishing as set forth herein. We ask that you respect your fellow landowners and access the ponds

through the proper access points and not trespass upon a resident's property. The District has a catch and release policy for all fish caught in the ponds. The ponds are not intended for anything but catch and release, as they are mostly retention ponds and manmade lakes. The purpose of the ponds is to help facilitate the District's natural water system for run off and overflow. The ponds are not to State code for keeping your catch, so please protect yourself and the fish population and return them to the water.

The following additional guidelines apply:

- a) Please be respectful of the privacy of the residents living near the ponds.
- b) Children under the age of 15 must be accompanied by adults when fishing.
- c) Parking along the county right of way or on any grassed area near the ponds is prohibited. It is recommended that residents wishing to fish walk or ride bicycles to the ponds.
- d) Do not leave fishing poles lines, equipment, or bait unattended. Do not leave any litter. Fishing line is hazardous to wildlife.
- e) Do not feed the wildlife anything, ever.
- f) Fish caught from the lakes are not intended to be edible since the lakes are designed to detain pollutants. Catch and release is required.
- g) Swimming is prohibited in all ponds on District property.
- h) No watercraft of any kind are allowed in any of the ponds on District property.
- i) Licensing requirements from other governmental agencies may apply. Check the regulations.

Playground and Tot Lots

The community provides playground areas for Patrons and Guests to enjoy with their children. The following guidelines apply:

- a) Patrons and Guests may use the playgrounds at their own risk.
- b) For the safety of all users, supervision (15 years and older) is required for children under the age of twelve. Children must remain in the sight of parents/guardians. All children are expected to play cooperatively with other children.
- c) Proper footwear is required and no loose clothing especially with strings should be worn.
- d) The mulch material is necessary for reducing fall impact and for good drainage. It is not to be picked up, thrown, or kicked for any reason.
- e) No food, drinks or gum are permitted at the playground.
- f) No pets of any kind are permitted at the playground.
- g) No glass containers are permitted at the playground.
- h) No jumping off from any climbing bar or platform.
- i) Profanity, rough-housing, and disruptive behavior are prohibited.
- j) If anything is wrong with the equipment or someone gets hurt, notify the District immediately.
- k) The playground and tot lot is open from 8:00 a.m. to 8 p.m. April to September and from 8:00 a.m. to 6:00 p.m. October to March. No one is permitted in the playground or tot lot at any other time unless a specific event is scheduled.

PROPERTY DAMAGE

Each Patron shall be liable for any property damage at the Amenities caused by him or her, his or her Guests, or members of his or her Household. The District reserves the right to pursue any and all legal and equitable measures necessary to remedy any losses due to property damage.

Each Patron and Guest, as a condition of invitation to the premises of the Amenities, assumes sole responsibility for his or her property. The District shall not be responsible for the loss or damage to any private property used or stored on the premises of the Amenities.

USE AT OWN RISK; INDEMNIFICATION

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

Should any Patron, Guest, or other person, bring suit against the Indemnitees in connection with the Activities or relating in any way to the Amenities, and fail to obtain judgment therein against the Indemnitees, said Patron, Guest, or other person shall be liable to the District for all attorney’s fees,

costs, and other expenses for investigation and defense and in connection with, among other proceedings, alternative dispute resolution, trial court, and appellate proceedings.

The waiver of liability contained herein does not apply to any act of intentional, willful, or wanton misconduct by the Indemnitees. For purposes of this section, the term “Activities,” shall mean the use of or acceptance of the use of the Amenities, or engagement in any contest, game, function, exercise, competition, sport, event, or other activity operated, organized, arranged, or sponsored by the District, its contractors or third parties authorized by the District.

SOVEREIGN IMMUNITY

Nothing herein shall constitute or be construed as a waiver of the Districts’ limitations on liability contained in Section 768.28, F.S., or other statutes or law.

SEVERABILITY

The invalidity or unenforceability of any one or more provisions of these policies shall not affect the validity or enforceability of the remaining provisions, or any part of the policies not held to be invalid or unenforceable.

AMENDMENTS / WAIVERS

The Board in its sole discretion may amend these policies from time to time.

The Board may also elect in its sole discretion at any time to grant waivers to any of the provisions of these policies.

SUSPENSION AND TERMINATION OF PRIVILEGES

1. Pin Code, Access Cards and Key Fobs are the property of the Park Creek Community Development District and are non-transferable except in accordance with the District’s rules, policies, and regulations. Pin Code, Access Cards and Key Fobs are issued at the time of membership and will need to be renewed annually if one is a non-resident fee payer.

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Park Creek CDD Amenity Policies & Procedures

2. Privileges at the Amenities of Park Creek Community Development District can be subject to suspension or termination by the Board of Supervisors if a Patron:

- a. Submits false information on the application for an Access Card.
- b. Permits unauthorized use of an Access Card.
- c. Exhibits unsatisfactory behavior, deportment, or appearance.
- d. Fails to abide by the rules, regulations and policies established for the use of the Amenities.
- e. Treats the personnel or employees in an unreasonable or abusive manner.
- f. Engages in conduct that is improper or likely to endanger the welfare, safety, or reputation of the District or its management.
- g. Enters the Amenities using false identification, climbing the fence or by any other unauthorized means, or remains in the facilities after being asked by staff to leave.

3. Our goal is to promote a safe and enjoyable environment for all users. Inappropriate behavior, such as foul or abusive language, vandalism or fighting, or any of the above listed actions are never permitted. Disciplinary actions are as follows:

The Patron or Guest will receive a verbal warning regarding his or her inappropriate behavior. If the behavior continues, staff or management will ask the Patron or Guest to leave the facility for the remainder of the day. An incident report will be completed, recording the individual's name, type of violation, and Access Card number.

If a second offense occurs, management may suspend the individual from all Amenities for a time period of at least one week (7 days). If the individual is a minor (under the age of 18), management will send a letter to the parent or guardian explaining the violation with a copy of the District policies. Should a third offense occur, the individual will lose all privileges for a time period of up to 30 days or longer at the CDD Board's discretion. Upon approval from the CDD Board, the user may lose all privileges for the remainder of the year or longer.

At any level offense staff may "invalidate" an Access Card for a period of 1-3 days to allow for review of incident by the District and management.

4. An individual whose privileges are suspended will be subject to a Trespass Warning issued by the Hillsborough County Sheriff's Office if on the District property during their suspension. A Trespass warning issued by HCSO will result in a two-year restriction from the District property.

5. Loss of privileges to one District amenity will result in loss of privileges to all District's Amenities.

6. Any individual issued a suspension is entitled to file a grievance with the District Board of Supervisors.

AMENDMENT OF POLICIES.

These policies may be modified at any time, upon the approval of the Board of Supervisors of the Park Creek Community Development District. Immediately following approval of the Board, the modified policies shall be posted on the District's website.

AMENITY FACILITIES HOURS OF OPERATION

The Amenity Facilities hours of operation established herein may be modified by the District considering the time of the year and other circumstances. The Amenity Facilities will be closed on the following Holidays: Easter Sunday, Christmas Eve, Christmas Day, Thanksgiving Day, New Year's Eve, and New Year's Day. The Amenity Facilities may close early on Memorial Day, Independence Day, and Labor Day.