

HIGHLANDS COMMUNITY DEVELOPMENT DISTRICT

AMENITY POLICIES & RATES

**ADOPTED SEPTEMBER 27, 2017
REVISED NOVEMBER 9, 2021**

DEFINITIONS

“Access Card” – shall mean an electronic card issued by District Staff to each Patron to access the Amenity Facilities.

“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.

“Amenities” or “Amenity Facilities” – shall mean the properties and areas owned by the District and intended for recreational use and shall include, but not specifically be limited to, the Clubhouse, Fitness Center, Outdoor Exercise Equipment Area, Swimming Pool, Dog Park, Playgrounds, Parks, and Basketball Court, together with their appurtenant facilities and areas.

“Amenity Manager” – shall mean that person or firm so designated by the District’s Board of Supervisors to manage the Amenities, including their employees.

“Amenity Policies” or “Policies” – shall mean these Amenity Policies & Rates of the Highlands Community Development District, as amended from time to time. The Board of Supervisors reserves the right to amend or modify these Policies and will notify the public of any changes by posting the revised Policies on the District’s website. The Board of Supervisors and District Staff shall have full authority to enforce the Amenity Policies.

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

“Basketball Court” - shall mean the basketball court located to the south of the parking lot for the Clubhouse, which is owned and maintained by the District.

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

“Clubhouse” – shall mean the amenity building commonly referred to as the Ayersworth Glen Clubhouse, located at 11102 Ayersworth Glen Boulevard, Wimauma, Florida 33598.

“District” – shall mean the Highlands Community Development District.

“District Staff” – shall mean the Amenity Manager, the District Manager, and District Counsel.

“Dog Park” – shall mean the designated dog park owned and maintained by the District.

“Event Room” – shall mean the designated area in the Clubhouse that is available for holding private events subject to the terms and conditions provided herein.

“Fitness Center” – shall mean the designated exercise area in the Clubhouse including the exercise equipment.

“Guest” – shall mean any person, other than a Patron, who is expressly authorized by the District to use the Amenities or invited for a specific visit by a Patron over the age of eighteen (18) years to use the Amenities.

“Household” – shall mean those individuals residing within the immediate household of a Patron. This can consist of individuals who have not yet attained the age of eighteen (18) or individuals over the age of eighteen (18) actually residing in the household. This does not include visiting relatives or extended family not residing in the home. Proof of residency for individuals over the age of eighteen (18) years is required by driver’s license or state or federal issued form of identification. A signed affidavit of residency shall be required for individuals under the age of eighteen (18) years.

“Non-Resident Patron” – shall mean any person not owning or renting property within the District who is paying the Annual User Fee to the District for use of the Amenity Facilities.

“Outdoor Exercise Equipment Area” – shall mean the various exercise stations located outdoors, which are owned and maintained by the District.

“Parks” – shall mean any and all designated park areas owned and maintained by the District.

“Patron” – shall mean any Resident, Renter, or Non-Resident Patron, as defined herein.

“Playgrounds” – shall mean all areas owned and maintained by the District that include any playground equipment.

“Renter” – shall mean an individual maintaining his or her residence in a home located within the District pursuant to a valid rental or lease agreement. Proof of valid rental or lease agreement shall be required to acquire an Access Card.

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

“Service Animal” – shall mean animals meeting the definition provided for under Section 413.08(1)(d), Florida Statutes (F.S.), as may be amended.

“Swimming Pool” or “Pool” – shall mean the swimming pool adjacent to the Clubhouse, including the pool deck area.

AMENITIES ACCESS AND USAGE

Only Patrons and Guests have the right to use the Amenities; provided, however, that certain community programming events may be available to the general public, where permitted by the District, and subject to payment of any applicable fees and satisfaction of any other

applicable requirements, including adherence to the Amenity Policies. All persons using the Amenities do so at their own risk and agree to abide by the Amenity Policies. The District shall assume no responsibility and shall not be liable for any accidents, personal injury or death, 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.

Resident Access and Usage. Residents must pay Operations & Maintenance Assessments applicable to property owners within the District in accordance with the District's annual assessment resolution. Payment of Operations & Maintenance Assessments covers the Annual User Fee for such Resident and entitles the Resident to use of the Amenities for the corresponding fiscal year of the District, which year begins October 1 and ends September 30. Residents must complete the Amenities Access Registration Form prior to access to or use of the Amenities.

Non-Resident Access and Usage. A Non-Resident Patron must pay the Annual User Fee 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. The Annual User Fee must be paid in full before the Non-Resident Patron may use the Amenities. Each subsequent Annual User Fee shall be paid in full on or before the anniversary date of application. Annual User Fees may be renewed no more than thirty (30) days in advance of the date of expiration and for no more than one (1) calendar year. Multi-year memberships are not available. The Annual User Fee is nonrefundable and nontransferable. Non-Resident Patrons must complete the Amenities Access Registration Form prior to access to or use of the Amenities.

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 upon submission of proper written documentation as specified herein. Residents may retain their Amenities rights in lieu of granting them to their Renters. A Resident may not retain their rights to use the Amenities and grant them to a Renter at the same time for the same residential property.

1. A Renter who is designated by a Resident 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. A Renter will be required to provide proof of residency (i.e., a copy of the lease agreement) and pay any applicable fee before he or she receives an Access Card. Such Renter shall receive an Access Card which shall expire at the end of the lease term and may be reactivated upon provision of proof of residency.
2. During the period when a Renter is designated as the beneficial user, the Resident shall not be entitled to use the Amenities.
3. 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 the department of their respective Renter.
4. Renters shall be subject to the Amenity Policies.

Guest Access and Usage. Each Patron (limited to one Patron per Household at any one time) is entitled to bring up to four (4) persons as Guests to the Amenities at one time (unless the Patron has reserved the Clubhouse). District Staff shall be authorized to verify and enforce the authorized

number of Guests. A Patron over the age of eighteen (18) years must accompany Guests at all times during Guests' use of the Amenities and are responsible for any and all actions taken by such Guests. Violation of the Amenity Policies by a Guest may result in suspension or termination of the Patron's Amenities access and usage privileges. Exceeding the authorized number of Guests specified above shall be grounds for suspension or termination of a Patron's Household's Amenities access and usage privileges.

Access Cards. Each Patron will be issued an Access Card by District Staff upon completion of the Amenities Access Registration Form. All Patrons must have a digital photo taken by District Staff, which shall appear on the Patron's assigned Access Card. Access Cards will allow Patrons entry to the Amenities during regular operating hours of the Amenities.

Patron Household members that are sixteen (16) years or older shall receive an Access Card allowing access to the Amenities. Patron Household members that are between the ages of thirteen (13) years and sixteen (16) years shall be issued Access Cards for identification purposes only, which shall be carried at all times during use of the Amenities. All minors under sixteen (16) years of age must be accompanied by an adult eighteen (18) years or older at all times. Each Patron Household will be authorized initial Access Cards for up to six (6) Household members free of charge after which a fee shall be charged for each additional Access Card in accordance with the Amenity Rates then in effect.

Patrons must scan their Access Cards in the card reader to gain access to the Amenities. This Access Card system provides a security and safety measure for Patrons and protects the Amenities from non-Patron entry. Under no circumstances, shall a Patron provide their Access Card to another person, whether Patron or non-Patron, to allow access to the Amenities.

Access Cards are the property of the District and are non-transferable except in accordance with the District's Amenity Policies. All lost or stolen cards must be reported immediately to District Staff. Applicable fees shall apply to replace any lost or stolen cards.

SMOKING, DRUGS, AND ALCOHOL

Smoking, including vapor and electric devices, is not permitted in any building, or enclosed or fenced area to the maximum extent of the prohibitions set forth in the Florida Clean Indoor Air Act or other subsequent legislation. Additionally, to the extent not prohibited by law, smoking is discouraged in the Amenities and on District-owned property. All waste must be disposed of in the appropriate receptacles. No employee or contractor of the District shall smoke in any building, or enclosed or fenced area of the Amenities. Any violation of this policy shall be reported to District Staff.

Possession, use, and/or consumption of illegal drugs or alcoholic beverages is prohibited at the Amenities and on all other District-owned property. Any person that appears to be under the influence of drugs or alcohol will be asked to leave the Amenities. Violation of this policy may result in suspension or termination of Amenities access and usage privileges and illegal drug use may be punished to the maximum extent allowed by law.

SERVICE ANIMAL POLICY

All animals, with the exception of dogs in the Dog Park and Service Animals, are not permitted within any District-owned public accommodations including, but not limited to, amenity buildings (offices, social halls and fitness center), pools, tennis courts, basketball courts, playgrounds, parking lots, open spaces and other appurtenances or related improvements. A Service Animal must be kept under the control of its handler by leash or harness, unless doing so interferes with the Service Animal's work or tasks or the individual's disability prevents doing so. The District may remove the Service Animal under the following conditions:

- If the Service Animal is out of control and the handler does not take effective measures to control it;
- If the Service Animal is not housebroken; or,
- If the Service Animal's behavior poses a direct threat to the health and safety of others.

The District is prohibited from asking about the nature or extent of an individual's disability in order to determine whether an animal is a Service Animal or pet. However, the District may ask whether an animal is a Service Animal required because of a disability and what work or tasks the animal has been trained to perform.

GENERAL AMENITY POLICIES

Hours of Operation. All hours of operation of the Amenities will be established and published by the District on its website. The District may restrict access or close some or all of the Amenities at any time due to inclement weather, for purposes of providing a community activity, for a special event, for making improvements, for conducting maintenance, or for any other purposes. Any programs or events of the District may have priority over other users of the Amenities.

Unless otherwise posted on the website, all outdoor Amenities are open only from dawn until dusk. The specific, current hours of operation for several of the Amenities, which may be amended from time to time, and which may be subject to closure for holidays and other special circumstances, are as published on the District's website. No Patron or Guest is allowed in the service areas of the Amenities.

General Usage Guidelines. Except as otherwise stated herein, the following guidelines govern the use of the Amenities, generally. Specific policies for each Amenity are outlined in the respective section for each herein.

(1) ***Registration and Access Cards.*** Each Patron must scan in an Access Card in order to access the Amenities and must have his or her assigned Access Card available for inspection by District Staff while using the Amenities. Access Cards are only to be used by the Patron to whom they are issued.

(2) ***Attire.*** With the exception of the Swimming 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 with the exception of the bathrooms.

(3) **Food and Drink.** Food and drink will be limited to designated areas only. No glass containers of any type are permitted at any of the Amenities. All persons using any of the Amenities must keep the area clean by properly disposing of trash or debris.

(4) **Parking and Vehicles.** Vehicles must be parked in designated areas. Vehicles should not be parked on grassed areas or in any way which blocks the normal flow of traffic. During special events, alternative parking arrangements may be authorized but only as directed by District Staff. 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 unless said vehicles are owned by the District or an authorized District contractor.

(5) **Fireworks.** Fireworks of any kind are not permitted anywhere on District-owned property.

(6) **Bicycles, Skateboards, Etc.** Bicycles, skateboards, rollerblades, and similar items are not permitted on Amenity property, which includes, but is not limited to, the Clubhouse parking lot, the Clubhouse, Swimming Pool, athletic fields, Basketball Court, Playgrounds, and sidewalks proximate to these areas.

(7) **Grills.** Personal propane barbeque grills are permitted to be used at the Parks and Swimming Pool. Patrons are responsible for properly cleaning up the area after use. No personal charcoal barbeque grills are permitted to be used at the Amenities or on any other District-owned property.

(8) **Firearms.** Firearms are not permitted in the Amenities unless the Patron or Guest is authorized to possess and carry a firearm under Florida law. Among other prohibitions, no firearms may be carried to any meeting of the District's Board of Supervisors.

(9) **Equipment.** All District equipment, furniture, and other tangible property must be returned in good condition after use. Patrons and Guests are encouraged to notify District Staff if such items are in need of repair, maintenance, or cleaning.

(10) **Littering.** Patrons and Guests are responsible for cleaning up after themselves and helping to keep the Amenities clean at all times.

(11) **Bounce Houses and Other Structures.** The installation and use of bounce houses and similar apparatus is prohibited on District property without prior approval by District Staff. Patrons desiring to install bounce houses or similar apparatus will be required to provide a certificate of liability insurance acceptable to the District prior to receiving such approval. No exceptions will be made.

(12) **Cellular Phones.** To prevent disturbance to others, use of cellular telephones should be limited while using the Amenities. Patrons and Guests are asked to keep their ringers turned off or on vibrate while using the Amenities.

(13) **Excessive Noise.** Excessive noise that will disturb other Patrons and Guests is not permitted.

(14) ***Lost or Stolen Property.*** The District is not responsible for a Patron or Guest's lost or stolen items while using the Amenities. The Amenity Manager is 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 two (2) weeks after which District Staff shall dispose of such items in such manner as determined in its sole discretion; provided, however, that District Staff shall not be permitted to keep such items personally or to give such items to anyone not otherwise claiming ownership.

(15) ***Trespassing / Loitering.*** There is no trespassing or loitering allowed at the Amenities. Any individual violating this policy may be reported to the local authorities.

(16) ***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.

(17) ***Courtesy.*** Patrons and their Guests shall treat all District Staff and other Patrons and Guests with courtesy and respect.

(18) ***Emergencies.*** In the event of an injury, property damage, or other emergency, District Staff should be contacted immediately.

(19) ***False Alarms.*** Anyone improperly attempting to enter the Amenity Facilities outside of regular operating hours or without the use of a valid Access Card and who thereby causes the security alarm to activate will be responsible for the full amount of any fee charged to the District in connection with such security alarm.

SWIMMING POOL POLICIES

(1) ***Operating Hours.*** Swimming is permitted only during designated hours, as posted at the Swimming Pool. Swimming after dusk is prohibited.

(2) ***Swim at Your Own Risk.*** All persons using the Swimming Pool do so at their own risk and must abide by all posted Swimming Pool rules and policies and the Amenity Policies.

(3) ***Supervision of Children.*** Children under the age of sixteen (16) years must be accompanied by, and supervised by, an adult at least eighteen (18) years of age at all times while using the Swimming Pool. All children five (5) years of age or younger, as well as all children who are unable to swim by themselves, must be supervised by a responsible adult eighteen (18) years of age or older within arm's length at all times when on the pool deck or in the Pool. All children, regardless of age, using inflatable armbands (i.e., water wings) or any approved Coast Guard flotation device MUST be supervised one-on-one by an adult who is in the water and within arm's length of the child at all times.

(4) ***Aquatic Toys and Recreational Equipment.*** No flotation devices are allowed in the Pool except for water wings and swim rings used by children, under the direct supervision of an adult as specified in Section (3) above. Inflatable rafts, balls, pool floats, and other toys and equipment are prohibited at the Pool.

(5) ***Prevention of Disease.*** All swimmers must shower before initially entering the Pool. Persons with open cuts, wounds, sores or blisters, nasal or ear discharge may not use the Pool. No person should use the Pool with or if suspected of having a communicable disease which could be transmitted through the use of the Pool.

(6) ***Attire.*** Appropriate swimming attire (swimsuits) must be worn at the Pool at all times. No thongs or Brazilian bikinis are allowed. Wearing prohibited attire will result in immediate expulsion from the Pool.

(7) ***Horseplay*** No jumping, pushing, running, wrestling, excessive splashing, sitting or standing on shoulders, spitting water, or other horseplay is allowed in the Pool or on the Pool deck area.

(8) ***Diving.*** Diving is strictly prohibited at the Pool. Back dives, back flips, back jumps, or other dangerous actions are also prohibited.

(9) ***Weather.*** The Pool will be closed during electrical storms or when rain makes it difficult to see any part of the Pool or Pool bottom clearly. The Swimming 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 sound of thunder or sighting of lightning. Everyone must leave the Pool deck immediately upon hearing thunder or sighting lightning, or when instructed to do so by District Staff.

(10) ***Pool Furniture; Reservation of Tables or Chairs.*** Tables and chairs may not be removed from the Pool deck area. Tables or chairs on the Pool deck area may not be reserved by placing towels or personal belongings on them.

(11) ***Entrances.*** Pool entrances must be kept clear at all times.

(12) ***Pollution.*** No one shall pollute the Pool. Anyone who does pollute the Pool is liable for any costs incurred in cleaning, treating, and reopening the Pool.

(13) ***Swim Diapers.*** Children under the age of three (3) years, and those who are not reliably toilet trained, must wear rubber lined swim diapers, as well as a swimsuit over the swim diaper, to reduce the health risks associated with human waste contaminating the Swimming Pool. If contamination occurs, the Pool will be shocked and closed for a period of twelve (12) hours. Patrons or Guests not abiding by this policy shall be responsible for any costs incurred in cleaning, treating, and reopening the Pool.

(14) ***Staff Only.*** Only authorized District Staff and District contractors are allowed in the service and chemical storage areas. Only authorized District Staff and District contractors may operate pool equipment or use pool chemicals.

(15) **Pool Closure.** In addition to any applicable Hillsborough County and the State of Florida Health Code Standards, and as provided for herein, the Pool will be closed for the following reasons:

- During severe weather conditions (heavy rain, lightning, and thunder) and warnings, especially when visibility to the Pool bottom is compromised (Pool deck area also closed).
- For thirty (30) minutes following the last occurrence of thunder or lightning (Pool deck area also closed).
- During operational and mechanical treatments for the Pool or difficulties affecting pool water quality.
- For a period of time following any mishap that results in feces or vomit in the Pool or Pool deck area.
- Any other reason deemed to be in the best interest of the District as determined by District Staff.

(16) **Containers.** Glass containers are not permitted in the Pool or Pool deck area.

(17) **No Private Rentals.** The Pool and Pool deck area are not available for rental for private events. All Pool rules remain in full effect during the rental of other Amenity areas.

(18) **Programming.** District Staff reserves the right to authorize all programs and events, including with regard to the number of guest participants, equipment, supplies, usage, etc., conducted at the Pool, including swim lessons, aquatic/recreational programs and pool parties. Any organized events taking place at the Pool must first be approved by the District.

(19) **Pool Chair Lifts.** The District provides ADA-compliant chair lifts at the Swimming Pool for use by disabled Patrons and Guests only.

- Anyone using the Pool chair lift is encouraged to consult with their physician prior to determine if use of the chair lift and the Swimming Pool is appropriate for them.
- Pool chair lifts are designed for self-use. District Staff is not authorized to assist any Patron or Guest with use of the chair lift other than providing initial operating instructions.
- Any unauthorized use of the Pool chair lifts by a non-disabled Patron or Guest is prohibited and shall result in immediate suspension from the Amenities for a minimum period of twenty-four (24) hours.

FITNESS CENTER AND OUTDOOR EXERCISE EQUIPMENT POLICIES

(1) **Exercise at Your Own Risk.** The Fitness Center and Outdoor Exercise Equipment Area is not supervised during operating hours. All Patrons and Guests are encouraged to consult their physician before beginning an exercise program and consult District Staff for questions or concerns about equipment use. All Patrons and Guests shall consult District Staff for any questions or concerns about the equipment.

(2) **Usage Restrictions.** Patrons and Guests ages fourteen (14) years and older may use the Fitness Center, but they must have an Access Card, have a signed waiver on file with the District, and be accompanied by an adult Patron eighteen (18) years of age or older. No children under the age of fourteen (14) years are allowed in the Fitness Center at any time.

(3) **Attire.** Appropriate attire including shorts, shirts, and closed-toe athletic footwear must be worn at all times in the Fitness Center.

(4) **Food and Drink.** No food or chewing gum is permitted in the Fitness Center. Water or other sport drinks must be contained in non-breakable spill-proof containers.

(5) **Noise.** Personal music devices are permitted if used with headphones and played at a volume that does not disturb others. Cell phones should be silenced and not used while in the Fitness Center.

(6) **Equipment.** Misuse or destruction of the Fitness Center equipment or the equipment in the Outdoor Exercise Equipment Area is prohibited. Weights or other fitness equipment may not be removed from the Fitness Center. Weights shall be replaced to their proper location after use. 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. Patrons and Guests are responsible for wiping down fitness equipment after use.

(7) **Personal Training.** Except as expressly authorized by the District, the provision of personal training services for fees, or solicitation of personal training services for fees, is prohibited in the Fitness Center.

(8) **Hand Chalk.** Hand chalk is not permitted in the Fitness Center.

(9) **Personal Items.** No bags, gear, or clothing are permitted on the floor of the Fitness Center or on the fitness equipment.

(10) **Courtesy.** If another Patron or Guest is waiting, cardiovascular equipment utilization is limited to thirty (30) minutes. If a Patron or Guest is waiting for the weight equipment, individuals should allow others to “work in,, between sets. All fitness equipment must be wiped down after use with the wipes and/or spray provided.

(11) **Maintenance.** All concerns, equipment malfunctions, and maintenance needs should be reported to District Staff immediately.

(12) **Emergencies.** All emergencies and injuries must be reported to District Staff immediately.

BASKETBALL COURT POLICIES

(1) **Use at Own Risk.** Patrons and Guests may use the Basketball Court at their own risk and must comply with all posted signage. All Patrons and Guests are encouraged to consult their

physician before beginning an exercise program and using the Basketball Court. The Basketball Court is not staffed by the District.

- (2) ***Hours of Operation.*** Unless otherwise posted, the Basketball Court is open from dawn until dusk.
- (3) ***Supervision of Children.*** Supervision by an adult eighteen (18) years and older is required for minors under the age of sixteen (16) years while using the Basketball Court.
- (4) ***No Reservations.*** The Basketball Court is available for use by Patrons and Guests on a first-come, first-served basis and cannot be reserved in advance. If another Patron or Guest is waiting, Basketball Court usage shall be limited to one (1) hour.
- (5) ***Attire.*** Appropriate athletic attire including shorts, shirts, and closed-toe athletic footwear must be worn at all times while using the Basketball Court. No black-soled shoes are permitted.
- (6) ***Destructive Use of Equipment Prohibited.*** Hanging on the hoops, dunking, drawing on the Basketball Court, and destructive use of the equipment is prohibited.
- (7) ***Food and Drinks.*** Food and gum are not permitted on the Basketball Court. Drinks are permitted on the Basketball Court must be in a non-breakable spill-proof container. Patrons and Guests are responsible for clean-up of any drinks brought by them to the Basketball Court. No glass containers are permitted on the Basketball Court.
- (8) ***Prohibited Equipment.*** No bicycles, scooters, skateboards, rollerblades or other similar equipment are permitted on the Basketball Court. No chairs, other than those provided by the District, are permitted on the Basketball Court.
- (9) ***Clean-up.*** Patrons and Guests are responsible for clean-up of any items brought by them to the Basketball Court.
- (10) ***Emergencies.*** All emergencies and injuries must be reported to District Staff immediately.

PLAYGROUND and PARK POLICIES

- (1) ***Use at Own Risk.*** Patrons and Guests may use the Playgrounds and Parks at their own risk and must comply with all posted signage. Playground and Parks are not staffed by the District.
- (2) ***Hours of Operation.*** Unless otherwise posted, all Playground and Park hours are from dawn to dusk.
- (3) ***Supervision of Children.*** Supervision by an adult eighteen (18) years and older is required for children under the age of thirteen (13) years while using a Playground or Park. Children must remain in the sight of adult supervisor at all times. All children are expected to play cooperatively with other children.

- (4) **Shoes/Clothing.** Proper footwear is required and no loose clothing, especially with strings, should be worn when using Playground equipment.
- (5) **Mulch.** The mulch material on the Playgrounds is necessary for reducing fall impact and for good drainage. It is not to be picked up, thrown, or kicked for any reason.
- (6) **Equipment.** Playground equipment shall only be used for its intended purpose. Misuse or destruction of the Playground equipment or any District property in the Playgrounds or Parks is prohibited.
- (7) **Food and Drinks.** Food and gum are not permitted on the Playgrounds, but are permitted at the Parks. Drinks are permitted in the Parks and the Playgrounds, but not on the Playground equipment. Drinks must be in a non-breakable spill-proof container. Patrons and Guests are responsible for clean-up of any food brought by them to the Parks and any drinks brought by them to the Parks or Playgrounds. No glass containers are permitted in the Parks or Playgrounds.
- (8) **Clean-up.** Patrons and Guests are responsible for clean-up of any items brought by them to the Playgrounds or Parks.
- (9) **Emergencies.** All emergencies and injuries must be reported to District Staff immediately.

DOG PARK POLICIES

- (1) **General.** The Dog Park is to be used exclusively for the enjoyment of canines with their owners.
- (2) **Use at Own Risk.** Patrons and Guests may use the Dog Park at their own risk and must comply with all posted signage. The Dog Park is not staffed by the District. The District is not responsible for any injuries to visiting dogs, their owners, or others using the Dog Park.
- (3) **Hours of Operation.** The Dog Park hours are from dawn to dusk.
- (4) **Supervision of Children.** Supervision by an adult eighteen (18) years and older is required for children under the age of thirteen (13) years while using the Dog Park. Children must remain in the sight of adult supervisor at all times.
- (5) **Shoes.** Proper footwear is required for Patrons and Guests while using the Dog Park.
- (6) **Equipment.** Equipment in the Dog Park shall only be used for its intended purpose. Misuse or destruction of the equipment or any District property in the Dog Park is prohibited.
- (7) **Food.** People food is prohibited in the Dog Park.
- (8) **Clean-up.** Patrons and Guests are responsible for clean-up of any items brought by them to the Dog Park.
- (9) **Glass Containers.** No glass containers are permitted in the Dog Park.
- (10) **Dogs and Use of Dog Park.**
 - a. Patrons and Guests using the Dog Park are responsible for the actions of their dogs.
 - b. Dog feces shall be picked up and disposed of by Patron/Guest.
 - c. Dogs using the Dog Park must wear current license tag and have a current rabies vaccination.
 - d. Dogs must be leashed when entering and leaving the Dog Park.
 - e. Patrons and Guests using the Dog Park must be present, with leash, and in view of their dog at all times.
 - f. Dogs shall be under voice control of Patron/Guest at all times.
 - g. Aggressive dogs will not be allowed to remain in the Dog Park.
 - h. Dogs in heat are prohibited from using the Dog Park.

- i. Dogs exceeding thirty-five (35) pounds in weight are prohibited from entering the designated "Small Dog,, section of the Dog Park.
 - j. Patron/Guest shall immediately fill in any holes dug by their dog.
- (11) **Emergencies.** All emergencies and injuries must be reported to District Staff immediately.

FACILITY RENTAL POLICIES

(1) **Rentals; Patrons Only.** For the convenience and enjoyment of Patrons, the Clubhouse is available for rental between the hours of 12:00 pm and 5:00 pm or 6:00 pm and 11:00 pm by Patrons in order to use the Clubhouse on an exclusive basis for organized events. Unless otherwise directed by the District, only Patrons may rent the Clubhouse. Patrons may not rent the Clubhouse on behalf of non-Patrons. All rentals are subject to availability and the discretion of District Staff. The Pool and Pool deck areas are NOT available for rental and shall remain open to other Patrons and Guests during normal operating hours. Patrons renting the Clubhouse are permitted up to fourteen (14) Guests (per rental event, not per Patron Household) for use and access to the Swimming Pool during the designated rental period. At the conclusion of the designated rental period, the standard Guest policy shall be in effect and fully enforceable by District Staff. The standard Guest policy (four (4) persons per Patron Household) shall remain in full force and effect with respect to the Pool during private rentals during all Federal holidays, holiday weekends, and school holidays including spring break.

(2) **Rental Reservation Process.** Patrons interested in renting the clubhouse may reserve a desired rental date and time on a first-come, first-served basis up to four (4) months in advance of such desired rental date. To reserve a desired rental date and time (the "Rental Date,,), a Patron must submit to the Amenity Manager a completed Event Room Rental Agreement (Exhibit "C,,) and the full amount of the Event Room Rental Deposit as specified in the Amenity Rates (Exhibit "A,,). A desired Rental Date will NOT be reserved until both the completed Event Room Rental Agreement and Deposit are received by District Staff. District Staff will review the Event Room Rental Agreement and has full authority to deny the request subject to availability and in its reasonable discretion. No later than fourteen (14) days prior to the Rental Date, Patron must submit to the Amenity Manager the full amount of the Event Room Rental Fee as specified in the Amenity Rates (Exhibit "A,,) or Patron's Event Room Rental Deposit will be forfeited and the Rental Date will be released and made available to other Patrons. To make a reservation within fourteen (14) days of the desired rental date, Patrons must submit to District Staff a completed Event Room Rental Agreement and the total amount of both the Event Room Rental Deposit and the Event Room Rental Fee. NO EXCEPTIONS WILL BE MADE TO THE EVENT ROOM RENTAL RESERVATION PROCESS.

(3) **Cancellations.** Cancellations must be made in writing and received by the Amenity Manager at least thirty (30) days in advance of the Rental Date in order for Patron to receive a refund of the Event Room Rental Deposit.

(4) **Deposits.** Deposits will be returned to the Patron within ten (10) days of the Rental Date provided there has been no damage to District property and the Clubhouse has been properly cleaned after use by the Patron in accordance with the terms and conditions of the Event Room Rental Agreement.

(5) **Additional Cleaning or Damage.** The District may retain all or part of any Deposit if the District determines, in its sole discretion, that it is necessary to perform additional cleaning or to repair

any damages arising from the rental. Should the costs of any such cleaning or repairs exceed the Deposit, the District shall have authority to recover such costs from Patron by any means legally available and to suspend Patron's Amenities access and use privileges until such Patron pays any such amounts.

(6) ***Duration of Events.*** Unless otherwise authorized in writing by the District's Board of Supervisors pursuant to a special request, Event Room rentals shall take place during the specified hours and be for a maximum of five (5) hours, inclusive of set-up and clean-up time. A maximum of one (1) additional hour for an Event Room rental may be permitted subject to the payment of an additional Event Room Rental fee as provided for in the Amenity Rates (Exhibit "A.,"). No exceptions shall be made to allow for set-up or clean-up outside of the authorized rental period.

(7) ***Noise.*** The volume of any live or recorded music must not violate applicable Hillsborough County noise ordinances or unreasonably interfere with the use and enjoyment by others of their homes or the other Amenities.

(8) ***Capacity.*** Under no circumstances shall the capacity limit of the Clubhouse be exceeded during any rental event.

(9) ***Insurance.*** Additional liability insurance coverage may be required for events that the District determines in its sole discretion should require additional liability insurance. The District must be named as an additional insured on any such insurance policy in order to satisfy any such requirement for additional liability insurance.

SUSPENSION AND TERMINATION OF PRIVILEGES

(1) ***General Policy.*** All persons using the Amenities and entering District property are responsible for and shall comply with the Amenity Policies established for the safe operations of the Amenities. Inappropriate behavior by Patrons or Guests will not be tolerated.

(2) ***Suspension of Access and Use Privileges.*** The District, through its Board, District Manager, Amenity Manager, or District Counsel shall have the right to restrict, suspend, or terminate the Amenities privileges of any person to use the Amenities for any of the following behavior:

- a. Submits false information on any application for use of the Amenities;
- b. Permits the unauthorized use of an Access Card;
- c. Exhibits unsatisfactory behavior, manners, or appearance;
- d. Fails to pay amounts owed to the District in a proper and timely manner;
- e. Fails to abide by any District rules or policies including, but not limited to the Amenity Policies;
- f. Treats any member of the Board, District Staff, Amenity Manager, any District contractor or other representative, or any Patron, Guest, or Resident, in an unreasonable or abusive manner;
- g. Damages or destroys District property; or
- h. Engages in conduct that is improper or likely to endanger the health, safety, or welfare of the District, or any member of the Board, District Staff, Amenity Manager, any District contractor or other representative, or any Patron, Guest, or Resident.

(3) ***Authority of District Staff and Members of the Board of Supervisors.*** District Staff or their designee, or any member of the Board of Supervisors, has the ability to remove any person from the Amenities if any of the above-referenced behaviors or actions occur or if in his/her reasonable discretion it is the District's best interest to do so. As provided for herein, District Staff may restrict or suspend for cause, including but not limited to those described above, any person's privileges to use any or all of the Amenities until the next regularly scheduled meeting of the Board of Supervisors.

(4) ***Process for Suspension or Termination of Access and Use Privileges.*** Subject to the rights of District Staff set forth in Section 3 above, the following process shall govern suspension and termination of privileges:

a. Offenses:

i. First Offense: Verbal warning by District Staff and suspension from the Amenities for up to one (1) week from the commencement of the suspension. Violation is recorded by District Staff, signed by the individual offender(s), and held on file by the District.

ii. Second Offense: Automatic suspension of all Amenities privileges for up to thirty (30) days from the commencement of the suspension, with the preparation by District Staff of a written report to be signed by the offender(s) and filed with the District.

iii. Third Offense: Suspension of all Amenities privileges for up to one (1) year. Such suspension shall run to the next regular meeting of the Board of Supervisors. At said meeting, the record of all previous offenses will be presented to the Board for recommendation of termination of the offender(s) privileges for up to one (1) calendar year. The length of the suspension is in the discretion of the Board and may be for less than one (1) year.

b. Each offense shall expire one (1) year after such offense was committed, at which time the number of offenses on record for such offender(s) shall be reduced by one (1). For example, if a first offense is committed on February 1 and a second offense on August 1, there will be two offenses on record until February 1 of the following year, at which time the first offense will expire and the second offense will thereafter be considered a first offense until it expires on the following August 1. The provisions of this Paragraph shall not at any time serve to reduce any suspensions or terminations, which may have been imposed prior to the expiration of any offenses.

c. Notwithstanding the foregoing, any time a user of the Amenities is arrested for an act committed, or allegedly committed, while on the premises of the Amenities, or violates the Amenity Policies in a manner that, in the discretion of District Staff upon consultation with one Board member, justifies suspension beyond the guidelines set forth above, such offender(s) shall have all Amenities privileges immediately suspended until the next Board of Supervisors meeting. At the Board meeting, the Board will be presented with the facts surrounding the arrest or violation and the Board may make a recommendation of suspension or termination of the offender(s) Amenities privileges, which suspension or termination may include members of the offender(s) Household and may, upon the first offense, equal to or exceed one (1) year. In particular situations that pose a long term or continuing threat to the health, safety, or welfare

of the District or its Residents, Patrons, or Guests, permanent termination of Amenities privileges may be warranted and considered.

d. Any suspension or termination of Amenities privileges may be appealed to the Board of Supervisors for reversal or reduction. The Board's decision on appeal shall be final.

- (5) ***Legal Action; Criminal Prosecution.*** If any person is found to have committed any of the infractions noted in Section 2 above, such person may additionally be subject to arrest for trespassing or other applicable legal action, civil or criminal in nature.

USE AT OWN RISK; INDEMNIFICATION

Any Patron, Guest, or other person who participates in Activities 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 (collectively, the "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 any 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 any 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.

SOVEREIGN IMMUNITY

Nothing herein shall constitute or be construed as a waiver of the District's 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 the Amenity Policies shall not affect the validity or enforceability of the remaining provisions, or any part of the Amenity Policies not held to be invalid or unenforceable.

AMENDMENTS AND WAIVERS

The Board in its sole discretion may amend the Amenity Policies from time to time. The Board by vote at a public meeting or the District Manager may elect in its/their sole discretion at any time to grant a waiver to any of the provisions of the Amenity Policies, provided however that the Board is informed within a reasonable time of any such waiver.

The above amended Amenity Policies & Rates were adopted on November 9, 2021, by the Board of Supervisors for the Highlands Community Development District.


Secretary/Assistant Secretary


Chairperson, Board of Supervisors

Exhibit A: Amenity Rates

Exhibit B: Amenities Access Registration Form

Exhibit C: Event Room Rental Agreement

EXHIBIT A
AMENITY RATES

TYPE	RATE
Annual User Fee	\$2500.00
Additional Household Member Access Card	\$10.00
Replacement Access Card	\$30.00
Event Room Rental Deposit	\$350.00
Event Room Rental Fee	\$200.00 for up to five (5) hours; \$100.00 for one (1) additional hour

EXHIBIT B

AMENITIES ACCESS REGISTRATION FORM

**HIGHLANDS COMMUNITY DEVELOPMENT DISTRICT
AMENITIES ACCESS REGISTRATION FORM**

NAME: _____

ADDRESS: _____

HOME TELEPHONE: _____ CELL PHONE: _____

EMAIL ADDRESS: _____

ADDITIONAL RESIDENT 1: _____ DOB IF UNDER 18: _____

ADDITIONAL RESIDENT 2: _____ DOB IF UNDER 18: _____

ADDITIONAL RESIDENT 3: _____ DOB IF UNDER 18: _____

ADDITIONAL RESIDENT 4: _____ DOB IF UNDER 18: _____

ADDITIONAL RESIDENT 5: _____ DOB IF UNDER 18: _____

ACCEPTANCE:

I acknowledge receipt of Access Cards for the above listed residents and that the above information is true and correct. I understand that I have willingly provided all the information requested above and that it may be used by the District for various purposes. **I also understand that by providing this information that it may be accessed under Florida's public records laws.** I also understand that I am financially responsible for any damages caused by me, my Household members, or my guests and the damages resulting from the loss or theft of my or my Household members' Access Cards. It is understood that Access Cards are the property of the District and are non-transferable except in accordance with the District's rules, policies, and regulations. In consideration for the admittance of the above listed persons and their guests into the Amenities owned and operated by the District, I agree to hold harmless and release the District, its agents, officers, and employees from any and all liability for any injuries that might occur in conjunction with the use of any of the District's Amenity Facilities (including but not limited to: Swimming Pools, Basketball Courts, Fitness Center, Clubhouse, Dog Park, Playgrounds, Parks and other Amenities), as well as while on the District's property. Nothing herein shall be considered as a waiver of the District's sovereign immunity or limits of liability beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes, or other applicable statute.

Signature of Patron (Legal Guardian if Minor)

Date

**AFFIDAVIT OF RESIDENCY:
(REQUIRED IF LEGAL FORM OF PROOF OF RESIDENCY NOT PROVIDED)**

I hereby state that the address listed above is the bona fide residence for all residents listed in this Amenities Access Registration Form and that such address is located within the Highlands Community Development District. I acknowledge that a false statement in this affidavit may subject me to penalties for making a false statement pursuant to Section 837.06, Florida Statutes. I declare that I have read the foregoing and the facts alleged are true and correct to the best of my knowledge and belief.

Signature of Patron

STATE OF FLORIDA
COUNTY OF _____

Acknowledged before me by means of ___ physical presence or ___ online notarization this ____ day of _____, 20___, by _____ who is () personally known to me or () has produced _____ as identification.

Notary Public, State of Florida
Print Name: _____
Commission No.: _____
My Commission Expires: _____

RECEIPT OF DISTRICT AMENITY POLICIES & RATES

I, the undersigned, hereby acknowledge that I have been provided and understand the terms set forth in the Highlands Community Development District's Amenity Policies & Rates.

Signature of Patron (Legal Guardian if Minor)

Date

GUEST POLICY:

Guest policies related to the Amenities is provided for the District's Amenity Policies & Rates.

PLEASE RETURN THIS FORM TO:

Highlands Community Development District
Attn: Will Williams, Clubhouse & Amenities Manager
11102 Ayersworth Glen Boulevard
Wimauma, FL 33598
Tel: (813) 633-3322
E-mail: awgclubhouse@gmail.com

OFFICE USE ONLY:

Date Received

Date Entered in System

Staff Member Signature

PRIMARY RESIDENT: _____ Access Card # _____

ADDITIONAL RESIDENT 1: _____ Access Card # _____

ADDITIONAL RESIDENT 2: _____ Access Card # _____

ADDITIONAL RESIDENT 3: _____ Access Card # _____

ADDITIONAL RESIDENT 4: _____ Access Card # _____

ADDITIONAL RESIDENT 5: _____ Access Card # _____

ADDITIONAL INFORMATION:

Phase: _____ Neighborhood: _____

New Construction: _____

Re-Sale: _____ Prior Owner: _____

Rental: _____ Landlord/Owner: _____ Lease Term: _____

EXHIBIT C
EVENT ROOM RENTAL AGREEMENT

Ayersworth Glen Event Room Rental Agreement

Renter's Name: _____

Address: _____

Phone Number: _____

E-mail: _____

Today's Date: _____

Event Date: _____

Type of Event: _____

Number of Guests: _____

Please note that the facility is unavailable for private events on the following holidays:

New Year's Day Easter Sunday Memorial Day

Fourth of July Labor Day Thanksgiving

Christmas Eve Christmas Day New Year's Eve

Time Reserved (check one): 12:00 pm to 5:00 pm 6:00 pm to 11:00 pm

12:00 pm to 5:00 pm: _____ Rental Fee (additional time: _____ per hour) and _____ deposit

6:00 pm to 11:00 pm: _____ Rental Fee (additional time: _____ per hour) and _____ deposit

(Time allotted includes time for set up and clean up)

Cancellation Policy: Renter agrees to give written notice of cancellation of the Event to the Ayersworth Glen Clubhouse & Amenities Manager (the "Manager") at least thirty (30) days prior to the Event Date or Renter's deposit will be forfeited.

1. Upon execution of this Agreement, the Renter shall pay to the Highlands Community Development District (the "District") the full amount of the deposit set forth above. The deposit shall be refundable by the District to the Renter within ten (10) days after the Event Date, subject to the Cancellation Policy, minus any amounts deemed necessary to repair any damages inflicted upon the Event Room or other District property by Renter, Renter's guests, or anyone entering the Event Room during the Event.
2. Renter shall pay the full amount of the Rental Fee to the District at least fourteen (14) days prior to the Event. If Event runs longer than scheduled, Renter will be charged proportionally for any additional time as set forth above. Payment for any additional time shall be paid by Renter to the District on or prior to the Event Date.
3. The Renter shall have access to and use of the Event Room on the Event Date during the Time Reserved (including any additional time) as set forth above. Renter shall use the Event Room for the sole purpose of hosting the Renter's Event described above.
4. Renter will be liable for any physical damages that the District may incur as a consequence of the actions of Renter or any of Renter's guests during the Event. Renter shall indemnify and hold

harmless the District against any and all legal actions which may arise from Renter's use of the Event Room.

5. Renter further agrees and acknowledges the following terms and conditions applicable to Renter's use of the Event Room:
- a. Renter shall present a valid Access Card to the Manager (or Manager's designee) upon arrival at the Event Room at the time of the Event.
 - b. The Time Reserved includes time necessary for set up and clean up.
 - c. Renter shall not arrive at the Event Room earlier than the Time Reserved and shall timely depart at the end of the Time Reserved.
 - d. The Event shall not be permitted to begin until Renter signs off on the pre-Event Walkthrough Checklist.
 - e. At the conclusion of the Event, Renter shall remove all personal property and other items that were not present in the Event Room at the start of the Event.
 - f. Renter shall complete a full cleaning of the Event Room at the conclusion of the Event including, but not necessarily limited to sweeping the floor, mopping up any spills, wiping down tables and any appliances used, and bagging all trash and putting it in the dumpster or other container as specified by the Manager or Manager's staff. In addition, Renter shall return all furniture and other items in the Event Room prior to the Event to their original position.
 - g. Wet bathing suits are not permitted in the Event Room at any time.
 - h. Renter is responsible for providing all party products (i.e., tablecloths, plates, napkins, cups, etc.). The District will supply cleaning supplies and garbage bags for Renter's use.
 - i. Renter's guests under the age of sixteen (16) years must be supervised by an adult at all times.
 - j. The use of glitter, confetti, silly string, and smoke machines is not permitted in the Event Room. Lit decorative candles (other than cake candles) are not permitted in the Event Room. The use of helium balloons is permitted only if the balloons are tied to weights.
 - k. The use of tacks, adhesive putty, scotch tape, or any other similar substances that may damage the walls of the Event Room is not permitted.
 - l. The consumption of alcohol is not permitted in the Event Room.
 - m. The use of other District amenities is not included in the rental of the Event Room.
 - n. The Event Room maximum capacity limit of () must be observed at all times and will be strictly enforced.

In witness of their understanding of and agreement to the terms and conditions herein, the parties affix their signatures below.

Renter

Date

Authorized District Representative

Date