

**TROUT CREEK
COMMUNITY DEVELOPMENT DISTRICT**

**RULES, POLICIES & RATES FOR USAGE FOR ALL
DISTRICT FACILITIES**

**ADOPTED
April 5, 2016**

**Trout Creek CDD
100 Kayak Way,
St. Augustine, FL 32092**

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DEFINITIONS

“Additional Users” – Shall mean any persons who prove permanent residence in the same dwelling unit.

“Amenity Management” – Shall mean any and all employees or representatives who may work for the Homeowners Association, Management Company, or District and are charged with the operation of the District’s Facilities.

“Annual User Fee” – Shall mean the fee established by the District for any person that is not a Resident or Tenant, and wishes to become a Non-Resident User. The amount of the Annual User Fee is set forth in *Addendum A*, and that amount is subject to change based on Board action.

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

“Commercial Purposes” – Shall mean those activities which involve, in any way, the provision of goods or services for compensation.

“Community Director” – Shall mean onsite supervisor of the Amenity Management.

“Corporate Owners of Residential Property” – Shall mean a person or entity that owns a residential lot or residence within the District and is entitled to access and use of the District Facilities as described herein.

“District” – Shall mean the Trout Creek Community Development District.

“District Facilities” – Shall refer to the District Facilities including the Kayak Club, pools, Dog Park, parks, playgrounds, Fitness Lodge, tennis courts, play fields, kayak launching area, pavilions, boardwalks, trails, and any other facilities which are owned by the District.

“District Facility Policies” or “Policies” – Shall mean all District Facility Policies of the District, as amended from time to time. Such policies may be enforced by Amenity Management, the District Manager, the Board of Supervisors, and designated representatives thereof.

“District Manager” – Shall mean the District’s management company, including its employees and agents, contracted by the District to manage the operations of the District.

“Guest” – Any person that accompanies a Patron in utilizing the District Facilities.

“Guest Privileges” – Privileges included with Patron account authorizing Patron individual guest entries with no more than four (4) used at one time. All Guests must be accompanied by Patron for use of District Facilities, unless a Weekly or Summer Guest Pass is purchased. See attached *Addendum A* for additional details on the Guest Pass Programs.

“Non-Resident User” – Shall mean an individual who is not a Resident or Tenant, whose primary dwelling is not located in the District, but has access to the District Facilities due to payment of the Annual User Fee.

“Patron” – Shall mean Residents, Tenants, Non-Resident Users, and Corporate Owner of Residential Property.

“Patron Identification” – Shall mean an electronic identification card, fob, or other form of identification which has been issued by the District to a Resident, Tenant, Non-Resident Owner, and/or Non-Resident User.

“Resident” – Shall mean an individual whose primary residence is located within a dwelling within the District, and may include a person/entity on the deed of record for a dwelling within the District.

“Tenant” – Shall mean an individual with a valid lease agreement, on a dwelling being used as a primary residence, within the Trout Creek Community Development District.

ANNUAL USER FEE STRUCTURE

The Annual User Fee may be reviewed each year in conjunction with the adoption of the annual Fiscal Year budgets for the District. Payment of the Annual User Fee provides access to all District Facilities for one (1) full year from the date of receipt of payment by the District. This fee must be paid in full at the time of the completion of the Non-Resident User application.

DISTRICT FACILITY ACCESS

Two (2) Patron Identifications will be issued per place of residence within the District. The purchase of additional lost, or stolen Patron Identifications are outlined in Addendum A.

All Patrons will be required to provide proof of District residence, or an executed Non-Resident User Application, and execute a District Facilities Registration Form prior to receiving their Patron Identification. A maximum of two (2) additional Patron Identifications can be purchased for Additional Users.

TENANT PRIVILEGES

1. Residents who lease their residential unit(s) in the District shall have the right to assign their usage rights to a designated Tenant.
2. In order for the Tenant to be entitled to use the District Facilities, the Tenant must register for a Patron Identification and have a release provided by the Resident with a timeline to match the lease terms.
3. The Tenant shall provide an executed lease agreement and proof of residency to acquire the Patron Identification.
4. A Tenant, who acquires a Patron Identification, shall be entitled to the same rights and privileges to use the District Facilities.
5. A fee for the issuance of a Patron Identification will apply. Please refer to Addendum A.

CORPORATE OWNERS OF RESIDENTIAL PROPERTY FACILITY ACCESS

1. Corporate Owners of Residential Property are entitled to receive certain usage rights based on the number of units owned as of October 1st of each year.
2. Corporate Owners of Residential Property shall receive (five) 5 Patron Identifications for each 200 lots or less owned within the District. These Patron Identifications will be issued to specific individuals upon completion of the District Facilities Registration Form.
3. Additionally, Corporate Owners of Residential Property shall be entitled to receive 1 Daily Pass for each 4 lots owned within the District. Corporate Owners of Residential Property are entitled to transfer Daily Passes without further approval from the District.
4. Corporate Owners of Residential Property may purchase additional Daily Passes as outlined in Addendum A.

GENERAL DISTRICT FACILITY PROVISIONS

1. The Board reserves the right to amend, modify, or remove, in part or in their entirety, these District Facility Policies when determined necessary in its sole discretion.
2. All Patrons must have their assigned Patron Identification upon utilizing District Facilities.
3. Patron must present their Patron Identification upon request from Amenity Management.
4. Children under the ages listed below must be accompanied by a parent or legal guardian 18 years of age or older, unless specifically stated elsewhere in these policies.
 - a. Age 12 – Tennis Courts
 - b. Age 8 – Playground, Event Lawn
 - c. Age 12 – Swimming Pools
 - d. Age 14* – Fitness Lodge (See Fitness Lodge Policies, 13i)
5. All hours of operation for the District Facilities, including holiday schedule, will be established and published by the District.
6. All pets prohibited from entrance into the District Facilities, including but not limited to pools.
 - a. Where services animals are permitted they must be leashed.
7. Patrons are responsible for picking up after all pets as a courtesy to others and in accordance with the law.
8. Vehicles must be parked in designated areas. Vehicles should not be parked on grass lawns or in any way that blocks the normal flow of traffic.
9. Fireworks of any kind are not permitted anywhere on the District Facilities or adjacent areas, unless for District approved event.
10. Only Amenity Management is allowed in the service areas of the District Facilities.
11. Smoking is not permitted anywhere in the District Facilities.
12. Guests must be accompanied by a Patron, while using the District Facilities, if they do not have a Summer Guest Pass or Weekly Pass.
13. All lost or stolen Patron Identifications should be reported immediately to Amenity Management.
14. A fee will be charged to the Patron for the replacement of any lost or stolen Patron Identification.
15. Violation of the District Facility Policies may result in the suspension or termination of usage privileges for District Facilities in accordance with the procedures set forth herein.
16. Patrons and their Guests shall treat Amenity Management with courtesy and respect.
17. The use of off-road motorcycles, all-terrain vehicles, mini-bikes or other similar recreational off-road vehicles shall not be permitted within Shearwater unless such use complies with local, state and federal laws, rules, and regulations. Except for authorized maintenance vehicles, motorized vehicles are not allowed on any trail or sidewalk within Shearwater, other than golf carts on designated golf cart paths/trails.
18. Firearms or any other weapons are not permitted in any of the District Facilities.

19. The District reserves the right to provide programming, in its sole discretion. District has the authority to reserve certain areas for programming that are not able to be reserved by Patrons.
20. Trespassing is prohibited on all designated wetland conservation and/or mitigation areas located on District property.
 - a. All trespassers will be reported to the local authorities.
21. Loitering is not permitted at any District Facilities.
22. All Patrons shall abide by and comply with any and all Federal, State, Local laws and ordinances and District Facility Policies while present at or utilizing the District Facilities and shall ensure that any minor for whom they are responsible also complies with the same.
23. The use of profanity or disruptive behavior will not be tolerated.
24. The Amenity Management shall have the ability to close any portion of the District Facilities in its entirety, for any necessary health or safety precautions. (i.e. Thunderstorms, Fecal Accidents, etc.)
25. Non-District approved signage shall be restricted on District Facilities (e.g. Garage Sale, Open House, etc.).
26. The Board, the District Manager, the Community Director, and Amenity Management shall have full authority to enforce these policies.

GENERAL DISTRICT FACILITIES USAGE POLICY

All Patrons and Guests using the District Facilities are expected to conduct themselves in a responsible, courteous, and safe manner in compliance with all District Facility Policies governing the District Facilities.

Violation of the District Facility Policies and/or misuse or destruction of the District Facilities equipment may result in the suspension or termination of District Facilities privileges with respect to the offending Patron or Guest. The District may pursue further legal action and restitution in regards to destruction of District Facilities property or equipment.

Hours: The District Facilities are available for use by Patrons and Guests during normal operating hours to be established and posted by the District.

Emergencies: After contacting 911 if required, all emergencies and injuries must be reported to the office of the District Manager (904) 436-6270.

Persons using the District Facilities do so at their own risk. The Community Director and Amenity Management are not present to provide personal training, exercise consultation or athletic instruction, unless otherwise noted, to Patrons or Guests. Persons interested in using the District Facilities are encouraged to consult with a physician prior to commencing a fitness program.

FREE-RANGE BIRD'S NEST FOR CHILDREN

Free-Range Bird's Nest ("Bird's Nest") provides an **unsupervised** play area for children while that may be utilized while Patron parents and/or guardians are utilizing the Fitness Lodge or Tennis Courts. As the Bird's Nest will not be staffed or subject to active supervision by Amenity Management, please use extreme discretion in allowing children to play there. The following conditions of use apply:

1. Children in the Bird's Nest remain the Patron's responsibility, and the District and its agents are not responsible for injuries or accidents sustained in the Bird's Nest.

2. All children must be signed in and out by their parent and/or legal guardian.
3. No child shall remain in the Bird's Nest for longer than 1 hour.
4. The suggested age range for children using the Bird's Nest is between five (5) to eleven (11) years of age. Parents should use their best judgement if their child is mature enough to be in Bird's Nest unattended.
5. The Bird's Nest is only available during Fitness Lodge hours, and Patrons may not leave Fitness Lodge while their child is utilizing the Bird's Nest.
6. Prior to usage of the Bird's Nest, Patrons must complete an emergency authorization form, which shall include emergency contact information.
7. The District reserves the right to restrict usage of the Birds Nest should a child appear too young to be unsupervised, misuse the Bird's Nest, misbehave, or display symptoms of illness. The District further reserves the right to limit the number of occupants in the Bird's Nest.
8. Violations of these policies may result in suspension from use of the Bird's Nest and/or District Facilities.
9. Participation in the Bird's Nest will be based on a first come first serve basis. The District reserves the right utilize the Bird's Nest for District activities. During this time, the Bird's Nest may not be available for general use.

SWIMMING POOLS, TOWER SLIDE, AND LAZY RIVER POLICIES

The pool and pool deck areas of the swim facilities are not available for private rental and shall remain open to other Patrons and Guests during normal operating hours. SWIM AT YOUR OWN RISK.

HOURS OF OPERATION:

1. *Days and hours of operation are subject to change without notice and shall be posted in a conspicuous location within the District Facilities.*
2. Swimming is permitted only during designated hours, as posted. Swimming after dusk is prohibited by the Florida Department of Health.
3. The swimming pools may be closed for various periods of time to facilitate maintenance and to maintain health code regulations.
4. Any person swimming during non-posted swimming hours may be suspended from using District Facilities.

POOL RULES AND REGULATIONS

1. No food, drinks, glass or animals allowed in the pool.
2. All Patrons must use their assigned Patron Identification upon entering the pool areas.
3. Children under 12 years of age must be accompanied by a Parent or guardian Patron over 18 years of age at all times.
4. Proper swim attire must be worn in the pool.
5. No denim or cotton shorts permitted.
6. Personal visual or audio devices are not permitted unless they are equipped with headphones.
7. During the posted hours Patrons and Guests swim at your own risk while adhering to swimming pool rules.
8. Showering is required before entering the pools.
9. Glass containers are prohibited in the pool area.

10. Alcoholic beverages are prohibited in the pool area, unless provided in a District Sponsored event
11. No jumping, pushing, running, or other horseplay, as determined by the Amenity Management, is allowed in the pool or on the pool deck.
12. Interfering with the lap-swimming lane is prohibited.
13. Children under three (3) years of age, and those who are not reliably toilet trained, must wear rubber lined swim diapers, as well as a swim suit over the swim diaper.
14. Unauthorized diving is strictly prohibited at all pools.
15. Posted swimming pool hours and availability may be limited or rotated in order to facilitate maintenance of the facility.
16. The changing of diapers or clothes is not allowed at pool side.
17. No one shall install unauthorized chemicals or soaps within the pool(s). Failure to comply with this regulation could result in the Patron being liable for any costs incurred in treating and reopening the pool.
18. Remote controlled water craft are prohibited in the pool areas.
19. Pool entrances must be kept clear at all times.
20. Obstructing on ladders, fences, or railings is prohibited.
21. Pool furniture is not to be removed from the pool area.
22. Loud, profane, or abusive language is prohibited.
23. Physical or verbal abuse is prohibited.
24. The District is not responsible for any effects the chemicals within the pool may cause.
25. Pets, bicycles, skateboards, roller blades, and scooters are not permitted on the pool deck or inside the pool gates.
26. Obey Lifeguards at all times. Failure to obey the rules may result in injury or removal from the facility.

FECES POLICY FOR ALL SWIMMING AND WADING POOLS

1. If contamination occurs, the affected pool will be quarantined and closed for 24 hours per the Florida Department of Health guidelines.

ADA CHAIR LIFT USAGE POLICY

1. ADA chair lifts are for use by disabled Patrons and Guests only.
2. Chair lifts are designed for self-use. Amenity Management is not authorized to assist Patrons or Guests with use beyond initial review of operating instructions.
3. Use of the chairs lifts by non-disabled Patrons or Guests may result in immediate suspension from the District Facilities for a period of one (1) day.

AQUATIC TOY AND RECREATIONAL FLOATATION DEVICE POLICY

1. Aquatic toys and equipment are not permitted in the pool.
2. Prohibited items include, but are not limited to, rafts, kickboards, scuba gear, swim fins, balls, Frisbees, inflatable objects, or other similar water play items.
3. 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. Inner tubes provided by Amenity Management are allowed in the Lazy River.

LAZY RIVER POLICIES

1. No climbing or sitting on the wall.
2. No jumping or diving into the Lazy River.
3. Only tubes provided by the District or water noodles may be used in the Lazy River.
4. Only one person per tube seat. Tubes without an opening are available for children under 36” tall. These can only be used when there is adult supervision within arm’s length of the child.
5. The Lazy River may only be used during pool hours when the river is attended by Pool Attendants.
6. Maximum of two tubes may be coupled together.
7. Enter and exit only in designated areas.
8. During busy conditions float times may be limited by staff.
9. Users of the Lazy River are required to float at the pace and direction of the current and may not stop floating with the current until they are prepared to exit the Lazy River, or in an out-cove.
10. No swimming underwater.
11. Users of the Lazy River may not stand, kneel, stack, flip, or throw floatation devices.
12. Floatation devices shall be removed from the Lazy River when not in use and placed in designated storage area.
13. All other Pool Rules and Regulations are required to be followed Always use caution and follow staff directive when floating the Lazy River.
14. Children must be supervised by an adult.
15. No diving at any time allowed in the Lazy River.

TOWER SLIDE SPECIFIC POLICIES

1. When a Pool Attendant is stationed at the bottom of the slide in the water, children must be at least forty two inches tall to ride the slide. When a Pool Attendant is not stationed in the water, children must be at lease forty eight inches tall to ride the slide.
2. Height and weight restrictions will be judged at the sole discretion of Amenity Management.
3. For everyone’s safety, refrain from standing at the bottom of the slide.
4. Only one person may use the slide at a time.
5. Only one person may be on the top of the slide at a time.
6. If a lifeguard may question swimmers ability, if requested, the swimmer must demonstrate their ability to swim prior to using the slide.
7. Users must slide feet first.
8. Users must never stop, stand, flip or slow themselves when riding the slide.
9. Users must keep feet and hands inside the slide at all times.
10. Users may not climb back up the slide after beginning their decent or after exiting the slide.
11. No jewelry, floatation devices or casts may be worn while using the slide.
12. No shorts with snaps or rivets, or anything that may damage the slide will be allowed on the slide.
13. Pregnant women are strongly discouraged from using the slide, and should consult with a physician prior to using the slide.
14. Users must exit the pool immediately after exiting the slide.
15. Users must follow lifeguard instructions at all times and the lifeguard shall have the final authority on pool/slide use. The slide may only be used during pool hours when the water slide is attended by Pool Attendant (s)
16. All other General Pool Rules are required to be followed.

FITNESS LODGE POLICIES

1. Please note the Fitness Lodge is unattended. Persons using the Fitness Lodge do so at their own risk.
2. Amenity Management is not present to provide Personal Training or Exercise Consultation to Patrons.
3. Persons interested in using the Fitness Lodge are encouraged to consult with a physician prior to commencing a fitness program.
4. All Patrons using the Fitness Lodge are expected to conduct themselves in a responsible, courteous, and safe manner in compliance with all District Facility Policies governing the District Facilities.
5. Violation of the District Facility Policies and misuse or destruction of the Fitness Lodge equipment may result in the suspension or termination of usage privileges.
6. The District may pursue further legal action and restitution in regards to destruction of District Facilities' property or equipment.
7. **Hours:** The Fitness Lodge is open for use by Patrons and Guests during normal operating hours to be established and posted by the District.
8. **Emergencies:** Call 911 if immediate medical attention is necessary. All emergencies and injuries must be reported to the Amenity Management as well as the District Manager at 904-436-6270
9. **Eligible Users:** Patrons and Guests, 14* years of age and older, are permitted to use the Fitness Lodge during designated operating hours. *Please refer to 13 i.
10. Patrons and Guests must provide proof of age if requested by Amenity Management to use the Fitness Lodge.
11. **Food and Beverage:** Food is not permitted within the Fitness Lodge.
 - a. Water is permitted in the Fitness Lodge if contained in non-breakable containers with screw top or sealed lids.
 - b. Alcoholic beverages are not permitted.
12. **Proper Attire:** Appropriate clothing and athletic footwear (covering the entire foot) must be worn at all times in the Fitness Lodge.
 - a. Appropriate clothing includes t-shirts, tank tops, athletic shorts (no jeans), and/or sweat suits (no swimsuits).
13. **General Policies:**
 - a. Each Patron is responsible for wiping off fitness equipment after use.
 - b. Use of personal trainers is prohibited in the Fitness Lodge unless preapproved by the Amenity Management.
 - c. Hand chalk is prohibited in the Fitness Lodge.
 - d. Radios, tape players, and CD players are prohibited unless they are personal units, equipped with headphones.
 - e. Weights or other fitness equipment may not be removed from the Fitness Lodge.
 - f. Please replace weights to their proper location after use.
 - g. 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.
 - h. Any fitness program operated, established, and run by Amenity Management shall have priority over other users of the Fitness Lodge.
 - i. Patrons between the ages of 14-15 must undergo a fitness orientation to learn how to use the equipment and provide a liability release.
 - j. No throwing objects against any wall.

TENNIS FACILITY POLICIES

1. All players shall check-in with on-site staff prior to playing.
2. Unreserved tennis courts will be assigned on a first come, first serve basis.
3. Clinic, lesson, and guest fees are to be paid prior to the utilization of court(s).
4. Patrons may make a court reservation by contacting Amenity Management.
5. Reservations are allowed for one court, up to one week in advance.
6. The length of time for a court reservation is a maximum of one hour.
7. If a Patron arrives more than 15 minutes late for their reservation, that court will be forfeited and available on a first come, first serve basis.
8. Tennis court usage may be limited or suspended from sponsored events, lessons, or as approved by Amenity Management.
9. Proper tennis attire, as determined by Amenity Management, shall be worn at all times; cutoffs or jeans are prohibited.
 - a. Only smooth sole tennis shoes shall be worn.
 - b. Running shoes and cross-training shoes are prohibited.
10. Proper court etiquette should be observed at all times.
11. Profanity and/or disruptive behavior are prohibited.
12. Use of the tennis courts are permitted only during operating hours, as posted.
13. Tennis courts are for tennis only.
14. Children under 12 years of age must be accompanied by an adult.
15. Glass containers, food, and smoking are prohibited near or on the tennis courts.
16. No vehicles are allowed on the tennis courts.

RENTAL OF DESIGNATED DISTRICT FACILITIES

1. Various locations, outlined in Addendum B, are to be used on a first come, first serve basis. However, several locations are required to be rented for exclusive use.
2. The rentals of these locations are for Patron use only.
3. Private bar-b-que grills of any kind are not permitted within District Facilities.
4. The District Facilities' grills must be cleaned after each use.
5. Patrons must take all trash with them when leaving.
6. The rental of District Facilities is available only during normal hours of operation and when Amenity Management is present.
7. Additional guidelines and information on the District Facilities rental can be found in Addendum B.
8. District has the authority to reserve certain areas that are not able to be reserved by Patrons for programming purposes.

POND POLICIES

The ponds at the District are part of a storm water management system designed to treat runoff from lots and streets and control flooding.

1. Fishing, swimming, and unapproved watercraft of any kind in the storm water ponds within the District is strictly prohibited.
2. All trash or debris must be disposed of in the appropriate receptacles.
3. Only authorized personnel are allowed to introduce or stock any of the bodies of water.
4. Parking along the right of way or on any grassed area near the storm water ponds is prohibited

5. Homeowners whose lot abuts the storm water pond are responsible for mowing, weeding and trash removal to the water line.
6. Continued violation of this policy will result in the immediate reporting to local law enforcement authorities.

PARKS, EVENT LAWN, AND PLAYGROUND POLICIES

1. Parks, event lawns, and playgrounds are available on a first come first serve basis, no reservations are permitted.
2. Children under the age of eight (8) must be accompanied by an Adult.
3. Patrons and Guests using the parks and playgrounds must remove debris brought to the playground.
4. Glass containers are prohibited.
5. The use of profanity or disruptive behavior is absolutely prohibited.
6. Alcoholic beverages are not permitted on the parks or playgrounds.
7. Patrons may not install inflatable equipment, such a bounce houses, at the parks or playgrounds.
8. Parks and playgrounds hours are as posted.
 - a. If not posted then hours are from dawn to dusk, Monday thru Sunday.

TRAIL POLICIES

1. Bikes, skateboards, scooters and roller-skates are only allowed on the designated paths/trails provided they are used in a careful and prudent manner and at a rate of speed no greater than what is reasonable and proper under the conditions existing at the point of operation, taking into account the amount and character of pedestrian traffic, grade, and width of the trail or public path, condition of surface, and observation of all traffic-control devices. Every person using wheeled transportation upon a trail or public path shall yield the right-of-way to any pedestrian.
2. Cars, trucks, and similar vehicles are prohibited on trails, unless vehicle is an approved maintenance vehicle.
3. No trash shall be deposited on the trails.
4. Use of trails is at your own risk.
5. Only use designated trails.
6. All pets must be leashed at all times.
7. Do not disturb the nature landscapes. Be cautious of plants and wildlife in their native habitat.
8. **The following are not permitted at any time:**
 - Horses
 - Feeding animals
 - Hunting
 - Camping
 - Cooking
 - Smoking
 - Fires

LOSS OR DESTRUCTION OF PROPERTY OR INSTANCES OF PERSONAL INJURY

Each Patron and Guest, as a condition of invitation to the premises of the center, shall assume the sole responsibility for their property.

The District and its contractors shall not be responsible for the loss or damage to any private property used or stored on the premises of the center, whether in lockers or elsewhere.

No person shall remove from the District Facilities premises, any property or furniture belonging to the District or its contractors without proper authorization.

Patrons shall be liable for any property damage and/or personal injury at the District Facilities, or at any activity or function operated, organized, arranged or sponsored by the District or its contractors, caused by the Patron, his/her family member, or his/her Guests.

The District reserves the right to pursue any and all legal actions and equitable measures necessary to remedy any losses due to property damage or personal injury.

Any Patron, Guest, or other person who, in any manner, makes use of or accepts the use of any apparatus, appliance, facility, privilege or service whatsoever owned, leased or operated by the District or its contractors, or who engages in any contest, game, function, exercise, competition or other activity operated, organized, arranged or sponsored by the District, either on or off the District Facilities' premises, shall do so at his or her own risk, and shall hold the District, the Board, the District Manager, Amenity Management, and their respective employees, representatives, agents, harmless for any and all loss, cost, claim, injury damage or liability sustained or incurred by him or her, resulting there from and/or from any act of omission of the District, the Board, the District Manager, Amenity Management, and their respective employees, representatives, agents.

Any Patron or Guest shall have, owe, and perform the same obligation to the District, the Board, the District Manager, Amenity Management, and their respective employees, representatives hereunder in respect to any loss, cost, claim, injury, damage or liability sustained or incurred by any Guest or family member of such Patron.

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

INDEMNIFICATION

Each organization, group or individual reserving the use of an District Facilities (or any part thereof) agrees to indemnify and hold harmless the District, the Board, the District Manager, Amenity Management, and their respective employees, representatives, agents of each from any and all liability, claims, actions, suits or demands by any person, corporation or other entity, for injuries, death, property damage of any nature, arising out of, or in connection with, the use of the District.

Each organization, group or individual reserving the use of the District Facilities agrees to indemnify and hold harmless the District, the Board, the District Manager, Amenity Management, and their respective employees, representatives, agents from any and all liability, claims, actions, suits or demands by and person, corporation or other entity, for injuries, death, property damage of any nature, arising out of or in connection with, the use of the District's Facilities and property, including litigation or any appellate proceeding with respect thereto. Nothing herein shall constitute or be construed as a waiver of the District's sovereign immunity granted pursuant to Section 768.28, Florida Statutes.

The District, the Board, the District Manager, Amenity Management, and their respective employees, representatives, agents shall not be liable for, and the Patron or Guest shall releases all claims for injury or damage to or loss of personal property or to the person, sustained by the user or any person claiming through the user resulting from any fire, accident, occurrence, theft or condition in or upon the District's Facilities and property.

SUSPENSION AND TERMINATION OF ADULT PRIVILEGES

Please refer to Addendum C for information on suspension and termination of privileges.

NATURAL BUFFER AREAS POLICY STATEMENT

The following is the policy statement of the District as it regards the natural tree protection, wetland and upland buffer areas that are scattered in large numbers throughout the District. The policy statement is consistent with the policies of other governments including St. John's County, and St. Johns Florida Water Management District ("SJRWMD") as it regards their natural, conservation tree protection and wetland conservation/preservation areas:

The natural areas are not intended to be maintained. These areas are to be left untouched to allow for nature to take its normal course. Vegetation that dies including, but not limited to trees are left to fulfill their role in nature's process.

Trees, within or immediately adjacent to these areas, that have died and appear to pose a threat of falling and damaging an abutting property owner's property may be addressed by the abutting property owner after securing permission to remedy the situation from the District and all required permits from all authorities having jurisdiction including St. John's County and SJRWMD. Such abutting property owner must initially contact the District for permission to address the removal or remediation of the threatening situation and shall then be responsible for any needed permitting or review by St. John's County and SJRWMD. Permitted trimming and/or removal, where warranted, shall be done at the expense of the abutting property owner. The goal is to minimize disturbance to these areas.

In the event that a tree does fall onto another's property, that property owner has the right to cut back or limb the tree as necessary to their individual property line. The rest of the tree is to be left as is. This would also pertain to normal maintenance, which would allow an owner to trim back any encroaching vegetation to their property line. No one is allowed to encroach into the natural areas for any reason, from maintenance to placement of personal property of any kind.

The District Facility Policies of the Trout Creek Community Development District were adopted by the Board on April 5, 2016. The District Facility Policies are subject to change. Questions or comments in connection with the District Facility Policies should be submitted to the District Manager, 2806 N. 5th Street, Unit 403, St. Augustine, FL 32084.

Attest:

**TROUT CREEK COMMUNITY
DEVELOPMENT DISTRICT**


Secretary/Assistant Secretary


Chairman/Vice Chairman

ACKNOWLEDGEMENT

I hereby acknowledge the receipt of the Trout Creek Community Development District Facility Policies and agree to abide by the terms and conditions contained therein and by such future terms and conditions as may be approved by the Trout Creek Community Development District's Board of Supervisors. I further consent to the District's use of any pictures (video or print) for promotional purposes in connection with any District event or activity.

Print Name: _____

Address: _____

Signature: _____

Date: _____

Amenity and Guest Fees – Addendum A

Non-Resident Annual User Fee	\$3,000
Additional or Lost Resident Identification	\$25 Per Card/Fob
Renter Privileges	\$25 Per Card/Fob

Guest Privileges	Restrictions	Pass Privileges
<p>Guest Pass –</p> <ul style="list-style-type: none"> • Each Patron will be issued 20 daily guest passes for the year. • All passes must be used before purchasing additional. • Additional 12 can be purchased for \$60. • A Daily Guest Pass can be purchase for \$10. 	<ul style="list-style-type: none"> • Patron will need to sign in and accompany their guests at the Front Desk of the Kayak Club upon arrival each time they use a pass. 	<ul style="list-style-type: none"> • Use of pools, fitness, and tennis facilities. • Excludes Bird’s Nest (Child Watch) and Fitness Classes.
<p>Weekly House Guest –</p> <ul style="list-style-type: none"> • A Houseguest is a guest who resides 40 miles outside the district and is a short-term overnight visitor. • A Houseguest may purchase a pass for weekly admission to the District Facilities for a fee of \$35 per person. • This pass is valid for seven (7) calendar days starting with the day of purchase. 	<ul style="list-style-type: none"> • Houseguests do not need to be accompanied by a Patron; however, the Patron must accompany their Houseguest at the time of purchase of a Houseguest Pass. • Each Houseguest is limited to two (2) or more Houseguest Passes per year based on availability. 	<ul style="list-style-type: none"> • Use of pools, fitness and tennis facilities. • Excludes Bird’s Nest and Fitness Classes.
<p>Summer Guest Pass –</p> <ul style="list-style-type: none"> • Based on availability each year. • \$150 fee for unlimited use between Memorial Day and Labor Day. • Limited to one (1) individual guest. 	<ul style="list-style-type: none"> • Summer Guests do not need to be accompanied by a Patron; however, the Patron must accompany their Summer Guest at the time of purchase. 	<ul style="list-style-type: none"> • Use of pools, fitness and tennis facilities. • Excludes Bird’s Nest and Fitness Classes.

Rental Fees – Addendum B

Facility	Deposit	Patron Rate	Other
Kayak Club Room Mon – Thursday	\$250, \$500 if alcohol if served. Additional Insurance Needed.	\$200/4 hrs. \$100/2hrs. \$50 each additional hr. Max 6 hr rental	<ul style="list-style-type: none"> • Minimum two hour rental. • Patrons may make reservations up to six months in advance. • This room rental does not allow access to the pool or fitness center. • Maximum Occupancy:75
Kayak Club Room Friday, Saturday and Sunday	\$250 \$500 if alcohol is served. Additional Insurance Needed.	\$300/4 hrs. \$150/2 hrs. \$75 each additional hr. Maximum 6 Hour Rental	<ul style="list-style-type: none"> • Minimum two hour rental. • Patrons may make reservations up to six months in advance. • Maximum Occupancy:75
Celebration Package at the Shearwater - Pavilion	\$200	\$200/4 hrs.	<ul style="list-style-type: none"> • Patrons may make reservations up to six months in advance. • Up to 30 attendees allowed entry to the pool during a Pavilion Rental when approved by Community Director. • Rental does not allow entrance into the Fitness Center or Tennis Courts. • Not available on holiday weekends. • *May need to obtain Lifeguards if booked in Off-Season at their expense. • Not available on Holiday Weekends. • Maximum Occupancy: 30
Shearwater Pavilion	\$100	\$100	<ul style="list-style-type: none"> • Limit three rentals per household per year. • This doesn't allow for Guests to utilize the pool, Fitness or Tennis Courts. • Minimum 2 hour rental. • Maximum Occupancy: 30

Conference Room	\$100	\$75/ 4 hrs. \$50/ 2 hrs. \$50 each additional hr. Maximum daily rate \$150.	<ul style="list-style-type: none"> • Minimum two hour rental. • Can only be reserved three months in advance, unless reserved with Kayak Club Room. • Maximum Occupancy: 10
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1. Rental Guidelines

- a. After-Hour rentals may add an additional charge for staffing.
- b. Rentals can be made up to 6 months in advance.
- c. **Reservations for rentals must be made and paid for by Patrons within the District. Deposit is due at time of reserving space.**
- d. The designated rental time period is inclusive of set up and clean-up time.
- e. The volume of live or recorded music must not violate applicable St. Johns County noise ordinances or unreasonably interfere with residents’ enjoyment of their homes at staff discretion.
- f. Proof of liability insurance acceptable to the Community Director in consultation with the District Counsel shall also be required.
- g. The District retains the right to reserve and use any District facility for District related or District sponsored meetings, events, or activities at any time.
- h. The rental fee is due 30 days prior the event, unless the event is booked within a shorter time period in which the fee would be due at the time of booking.

2. Holiday Rentals are Not Available on:

- a. Designated Holidays:
 - i. Christmas Eve
 - ii. Christmas Day
 - iii. Thanksgiving
 - iv. Independence Day
 - v. Memorial Day
 - vi. Labor Day
 - vii. Easter
 - viii. New Year’s Eve
 - ix. New Year’s Day
 - x. Specific Federal Holiday weekends based on availability

3. Reoccurring Rentals

- a. Each Patron can rent the Kayak Club Room banquet facilities a maximum of six (6) times per year, but only four (4) each year on weekends (Friday-Sunday).

4. Deposits & Damages

- a. To receive a refund of the security deposit within 15 days after the rental event, the Patron must properly complete all items on the Kayak Club Room Cleanup Sheet.

- b. If a Patron elects to purchase the Clean-Up services offered by the District, these tasks are not required.
- c. Patron is responsible for the actual cost of all damage to District property, even if it exceeds the amount of the security deposit.
- d. Additional costs will be billed to the Patron's address on file and must be paid within 30 days of the completion of the rental.

5. Cancellations

- a. If the Patron wishes to cancel their rental event, the cancellation must be communicated to the District, in writing no later than 30 days prior to event.
- b. If the event is cancelled less than 30 days from the rental event, the Patron shall forfeit 100% of the Security Deposit.

Promotional Rates:

The District operates in an environment that requires the ability to timely respond to changes in weather, the economy, the costs of its services and facilities, customer demand, and other factors affecting use of the District Facilities. To best serve its residents, the District may, in accordance with its rules, at times offer short term, promotion rates and services associated with the use of the District Facilities. These services are temporary in nature and are subject to change.

Suspension and Termination of District Facility Privileges – Addendum C

SUSPENSION AND TERMINATION OF ADULT PRIVILEGES

1. Privileges at the District Facilities shall be subject to suspension or termination if a Patron/Guest:
 - a) Submits false information on the application for a Resident Identification or Guest registration form.
 - b) Permits unauthorized use of a Resident Identification or Guest Passes.
 - c) Exhibits unsatisfactory behavior, as determined by the District and/or Amenity Management
 - d) Fails to abide by the Rules and Policies established for the use of District Facilities.
 - e) Treats the personnel or employees of the District and/or Amenity Management in an unreasonable or abusive manner.
 - i. Examples include, but are not limited to the use of profanity, verbal and physical assault, of the threat of verbal or physical assault.
 - f) Engages in conduct that is improper or likely to endanger the welfare, safety, or reputation of the District and/or Amenity Management.
2. District and/or Amenity Management may at any time restrict or suspend any Guest/Patron's privileges to use any or all the District Facilities when such action is necessary to protect the health, safety, and welfare of other Patrons and their Guests, to prevent unauthorized use of the District's Facilities, or to protect the District's Facilities from damage.
3. The District shall follow the process below in regards to Suspension or Termination of an Adult Patrons privileges:
 - a. First Offense - A First Offense Violation will result in written notice and explanation of the violation being given to Patron with a copy of such notice being filed in the Community Director's office located in the Kayak Club.
 - b. Second Offense – A Second Offense Violation will result in an automatic suspension of all District Facilities privileges for thirty (30) days. Written notice and explanation will be given to Patron and a copy of such notice will be filed in the Community Director's Office.
 - c. Third Offense – A Third Offense Violation will result in a suspension of all District Facilities privileges until the next Board of Supervisors Meeting. At the Board meeting, a record of all previous offenses will be presented to the Board for recommendation of termination of Patrons privileges for one (1) calendar year (or shorter amount of time at the Board's discretion). Written notice will be given to Patron as to the Board of Supervisors decision.

SUSPENSION AND TERMINATION OF MINOR PRIVILEGES

1. At the discretion of District and/or Amenity Management, Minors (*children under the age of 18*), who violate the rules and policies may be expelled from the District Facilities for up to one (1) month. Upon such expulsion, a written report shall be prepared detailing the name of the minor, the prohibited act committed, and the date in which the act took place. This report will be mailed to the Minor's address on file and will be kept on file at the Community Director's office.
2. Any Minor who is expelled from the facilities three (3) times in a one (1) year period, shall have their District Facilities privileges suspended for one (1) calendar year from the date of the third offense.

IMMEDIATE SUSPENSION & REMOVAL:

1. The Board Chair, District Manager, and Community Director have the exclusive right, authority, and discretion to suspend any Patron or Guest for a period of no less than seven (7) days for the use of but not limited to:
 - a) Profanity
 - b) Harm or threat of harm to Amenity and/or District Management, District Facilities, Patrons and Guests

- c) Failure to follow direction on District property.

An incident report will be generated and a copy of such notice will be filed in the Community Director's Office at the Kayak Club. Upon issue of an immediate suspension, should Patron continue to act or perform in an inappropriate manner/behavior, said Patron shall forfeit all District Facility privileges until the next Board of Supervisors meeting. Furthermore, District and/or Amenity Management will recommend termination of Patron's privileges for a period of six (6) months or greater.

2. Notwithstanding the foregoing, if at any time a Patron is arrested for an act committed, or allegedly committed, while on District property, that Patron shall have all District Facilities privileges suspended until the next Board of Supervisors meeting.

At the Board meeting, the Board will be presented with the information surrounding the arrest and a recommendation of termination of Patron's privileges for up to one (1) calendar year (or shorter amount of time at the Board's discretion).

Written notice will be given to the Patron as well as mailed to the address on file as to the Board of Supervisors decision.

3. Utilizing the District Facilities during the suspension period, whether as a Guest or Patron, will result in a trespassing citation issued by the St. John's County Sheriff's Office.

Attempts made to gain access to the District Facilities using false Resident Identification, will result in the suspension of that card holder's privileges for a period of fifteen (15) days.

4. Suspension Effective Date:
 - a) The effective date for District Facilities privilege suspension will be from the date of the written notice of suspension.
 - b) Weekdays (Monday – Friday) and Weekends (Saturday – Sunday) will be calculated toward the total number of suspension days.

APPEAL PROCESS

1. Any Patron has the right to dispute and request an appeal to the District's Board of Supervisors of their or a Guests suspension. The party subject to suspension may file a notice of appeal of such suspension, in writing, to the District Management Office within five (5) business days from the receipt of the date of the written notice
2. Appellant and parental guardian (*if appellant is a minor*), must be physically present or represented by counsel at meeting in which the appeal will be heard by the Board of Supervisors.
3. Upon Board action on an appeal, no subsequent appeal will be given or heard for the same offense.