

Lake Ashton
Community Development District
&
Lake Ashton II
Community Development District
Joint Meeting

October 19, 2020

AGENDA

Lake Ashton and Lake Ashton II

Community Development Districts

219 E. Livingston St., Orlando, Florida 32801

Phone: 407-841-5524 - Fax: 407-839-1526

October 12, 2020

Board of Supervisors
Lake Ashton & Lake Ashton II
Community Development Districts

Dear Board Members:

The joint meeting of the Board of Supervisors of the **Lake Ashton Community Development District** and the **Lake Ashton II Community Development District** will be held **Monday, October 19, 2020 at 9:00 AM via Zoom Teleconference**. The Board of Supervisors and members of the public may attend and participate in the meeting utilizing the following options from your computer, tablet or smartphone. To participate using video, please go to the link address below. To participate by telephone, please use the call-in number below and enter the **Meeting ID** when prompted. Members of the public are further encouraged to submit comments or questions in advance of the meeting by email to jburns@gmscfl.com, or by telephone by calling **(407) 841-5524**, up until **2:00 PM on Friday, October 16, 2020**.

Zoom Video Link: <https://zoom.us/j/96959231158>

Zoom Call-In Information: 1-646-876-9923

Meeting ID: 969 5923 1158

Following is the advance agenda for the meeting:

Board of Supervisors Meeting

1. Roll Call and Pledge of Allegiance
2. Approval of Meeting Agenda
3. Public Comments on Specific Items on the Agenda (*the District Manager will read any questions or comments from members of the public in advance of the meeting; those members of the public wanting to address the Board directly should first state his or her name and his or her address.¹*)

¹ All comments, including those read by the District Manager, will be limited to three (3) minutes

4. Approval of Minutes of the August 21, 2020 Joint Board of Supervisors Meeting
5. Unfinished Business
6. Public Hearing
 - A. Public Hearing on the Adoption of Revised Joint Amenity Policies (Clean and Redline Versions of Policies Included)
 - I. Consideration of Resolution 2021-01 Adopting the Revised Joint Amenity Policies (Lake Ashton CDD)
 - II. Consideration of Resolution 2021-01 Adopting the Revised Joint Amenity Policies (Lake Ashton II CDD)
7. Discussion Regarding Water Levels and Discussion with Adjacent Property Owner—**ADDED**
8. Discussion Regarding Cart Paths—**ADDED**
9. Supervisor Requests and General Public Comments
10. Adjournment

MINUTES

**MINUTES OF MEETING
LAKE ASHTON COMMUNITY DEVELOPMENT DISTRICT AND
LAKE ASHTON II COMMUNITY DEVELOPMENT DISTRICT**

The joint meeting of the Board of Supervisors of the Lake Ashton Community Development District and Lake Ashton II Community Development District was held on Friday, **August 21, 2020** at 11:00 a.m. via Zoom video conferencing, pursuant to Executive Orders 20-52, 20-69 and 20-91 (as extended by Executive Order 20-112, 20-114, 20-150 and 20-179) issued by Governor DeSantis on March 9, 2020, March 20, 2020, April 1, 2020 and April 29, 2020 respectively, and pursuant to Section 120.54(5)(b)2., Florida Statutes.

Present and constituting a quorum:

Michael Costello
Bob Ference
Bob Plummer
Harry Krumrie

Lake Ashton CDD Chairman
Lake Ashton CDD Assistant Secretary
Lake Ashton CDD Assistant Secretary
Lake Ashton CDD Assistant Secretary

Doug Robertson
James Mecsics
Bob Zelazny
Stanley Williams
Carla Wright

Lake Ashton II CDD Chairman
Lake Ashton II CDD Vice Chairman
Lake Ashton II CDD Assistant Secretary
Lake Ashton II CDD Assistant Secretary
Lake Ashton II CDD Assistant Secretary

Also present:

Jill Burns
Sarah Sandy
Alan Rayl
Mary Bosman
Brian Rhodes

District Manager
District Counsel
District Engineer
Community Director
Billy Casper Golf

FIRST ORDER OF BUSINESS

Roll Call and Pledge of Allegiance

Ms. Burns called the meeting to order at 11:02 a.m. and called the roll. All Supervisors were present. The Pledge of Allegiance was recited.

SECOND ORDER OF BUSINESS

Approval of Meeting Agenda

Ms. Burns: Does anyone have any questions, comments or additions to the agenda? If not, we would be looking for a motion to approve from both Districts.

On MOTION by Mr. Plummer seconded by Mr. Costello with all in favor the meeting agenda was approved by the Lake Ashton CDD Board.

On MOTION by Mr. Mecsics seconded by Mr. Robertson with all in favor the meeting agenda was approved by the Lake Ashton II CDD Board.

THIRD ORDER OF BUSINESS

Public Comments on Specific Items on the Agenda (*the District Manager will read any questions or comments from members of the public in advance of the meeting; those members of the public wanting to address the Board directly should first state his or her name and his or her address. All comments, including those read by the District Manager, will be limited to three (3) minutes*)

Ms. Burns: At this time, we will take public comments on any agenda item and general comments at the end of the meeting for items not on the agenda. Those of you using Zoom's phone feature, can find the raised hand icon or press *9 if attending by phone. First is Mike Holden. You have three minutes to address the Boards.

Resident (Mike Holden, Turnberry): Hello. I sent an email to all Supervisors, and I don't want to waste anyone's time reading it, unless someone has a question about the email. The email was regarding the section in the Joint Amenity Policies that has an extra sentence that the Golf Course Policies for the West do not have. Does anybody need me to read that email?

Mr. Mecsics: We've seen it.

Mr. Costello: Jillian, you assured me that the email would be included in the public record.

Ms. Burns: Correct.

Mr. Costello: Then the only thing I have to say is, I think you need to add, "The waiver of liability contained herein, does not apply to any active, intentional, willful or wanton misconduct by the indemnities." Either that or just reference the Joint Amenity Policy where that sentence already exists and eliminate the indemnification clause from the Golf Course Policy, because they do not match.

Ms. Burns: Are there any other public comments at this time? I see no other raised hands.

FOURTH ORDER OF BUSINESS

Approval of Minutes of the March 13, 2020 Meeting

Ms. Burns: Next is the approval of the minutes from the March 13, 2020 joint Board of Supervisors meeting. Does anyone have any questions, comments or corrections? If not, we need a motion from the Lake Ashton CDD Board to approve.

On MOTION by Mr. Krumrie seconded by Mr. Plummer with all in favor the Minutes from the March 13, 2020 Meeting was approved as presented by the Lake Ashton CDD Board.

Ms. Burns: We need a motion from the Lake Ashton II CDD Board as well.

On MOTION by Mr. Robertson seconded by Mr. Mecsics with all in favor the Minutes from the March 13, 2020 Meeting was approved as presented by the Lake Ashton II CDD Board.

FIFTH ORDER OF BUSINESS

Unfinished Business

There being none, the next item followed.

SIXTH ORDER OF BUSINESS

Discussion Regarding Golf Course Policies and Joint Amenity Policies (requested by Supervisor Zelazny)

Ms. Burns: This was requested by Bob at the last Lake Ashton II meeting. We have a couple of items under this umbrella. Since it was Bob's request, I will turn it over to him.

Mr. Zelazny: First and foremost, I would like to remind everyone that there are policies in place addressing the use of the cart paths, bridges and ponds and golf course property. They apply to all residents in Lake Ashton regardless of whether they reside in Lake Wales or Winter Haven. These policies were presented to the East Board at two meetings where input was requested. One deals with golf course registration. The fact that a recently departed member of the East Board repeatedly visited our dog parks, instructing people they did not have to comply, has not made implementation any easier. Nor has the fact that it has not gone unnoticed that the Chairman of the East Board has yet to comply, despite his favorable comments at Board Meetings on the value of registering his cart. Golf cart registration was put into place primarily, to readily identify those using the golf course and as a means to ensure everyone using the paths and bridges understands the risk and the proper way for golfers and non-golfers to coexist when sharing these amenities. However, in earlier discussions, it was pointed out that there are safety and security issues that can also be addressed at the same time. There is the issue of abandoned carts left throughout the community. There was the incident where a resident suffering from Alzheimers, abandoned his cart, walked around the community and had to be found. There was also the fisherman who routinely goes out early and stays out late, well past the time that golfers are present. We already had one golfer attacked by an alligator and we've seen routinely where alligators follow fish up to the beach. These are all safety issues. Lastly, we were able to contact residents whose grandchildren were operating carts in an unsafe and reckless manner. Not to ticket them or anything, just to remind them to be safe. There seems to be a great deal of interest in how this will be enforced. We will get to that soon, but first let me ask why that should concern anyone that plans on complying with the policy. It's as if they want to know if it's worth the consequences on not obeying the rules. We are seeing that being the case regarding pet owners not picking up after their pets, people driving onto residential lawns, not stopping at stop signs or obeying the speed limit. We as a community need to start complying with the rules and not fighting the policies put into place by the HOA, ARC or CDDs. Every resident should want their neighbors to comply. For those who are weighing the options of non-compliance, let me just say that enforcement will be handled in accordance with the written Golf Course Policies and the Joint Amenity Policies. When

found in violation, you will be asked to leave the area. Failure to do so or being in violation the second or third time will trigger actions spelled out in the Joint Amenity Policies. Ultimately, you can be banned from any or all facilities in Lake Ashton for up to a year. One would hope it would not be necessary, but given the negative blowback from some residents, it might come to that. I continue to ask myself why there is an immediate response from some residents, when there did not seem to be a blowback when they were required to get an ID card to use the facility, or why now after 10 years you suddenly have a problem with a waiver and indemnification, since the Joint Amenity Policies were approved last year and the East Policies ten or so years ago. All four of these policies underwent numerous changes from their original language as a result of resident input. After today, I would assume that we are going to make some other changes based on Mr. Holden's request and some comments from other Board Members. What I would like to ask is whatever the ultimate result is in the final wording of these policies, the East would support the West in implementing these policies uniformly throughout the community.

Mr. Mecsics: I would like to add something, Bob. I have my statement. I normally don't address comments made by our counterparts on the Lake Ashton Board, but after comments were made at their meeting this week, I'm compelled to say something. During that meeting, a Supervisor fueled misconduct by one of our volunteer marshals who just so happens to be one of our newest Board Members who was elected unopposed. I was out there myself as well as some other folks and did not witness any misconduct. In fact, I saw interactions of a positive nature. There were, however, groups out there who presented an adversarial stance fueled on by a former Supervisor of your Board, who essentially told people that they did not have to register or adhere to the policies that your Board deferred to at an earlier joint meeting. My intentions today are not to discuss what occurred between some residents and our marshal, except to say that there are two sides to every story. For a Supervisor to make a statement like that as a fact in our current public record, I find it irresponsible and counterproductive to our two Boards working together in the future. In the past, our Boards generally refrained from commenting on other operations. I attribute this transgression to an experience and the negative impact that former member had on our Boards. Simply put, if a Supervisor asks a question, they can discuss it with their counterparts rather than making unsubstantiated capricious

remarks at a meeting. There are two of them looking at me right now; Mr. Costello and Mr. Plummer, where we had a lot of discussions. While we don't always agree, we work them out. So, I encourage all of the Supervisors to do that, especially the new folks coming onto the Board. It's also inappropriate for a Board member to question the other Board's operations or training. That quite simply is within the purview of the individual Board. I don't want to belabor this, but I cannot express the disappointment I have in this case. It's my feeling that an apology is appropriate acknowledging that those comments are not fully verified and inappropriate for public meetings and enter into the joint meeting as well, a correction at the next CDD 1 meeting. I think you all know my desire and track record for our people to work together in a cordial relationship, to make the Lake Ashton community the great place it truly is. I also look forward to working with the new members to establish a more collegial and less adversarial environment. Let this serve as a learning experience for everyone to set the record straight and get on with the business at hand.

Thank you.

Mr. Robertson: That one sentence that Mike was referring to, already exists in our Joint Amenity Policies, so I don't see any reason why we shouldn't include it in our waiver. It wasn't excluded on purpose. It was just left out by an oversight.

Mr. Zelazny: I forwarded it to Sarah and she might have some comments on that.

Ms. Sandy: I spoke to Jim and Bob. I think it's up to Board to add it to the Golf Course Policies. Certainly, we included it in the Joint Amenity Policies and I don't have an issue adding it to the Golf Policy if the Board desires to do that.

On MOTION by Mr. Robertson seconded by Mr. Zelazny with all in favor the changes to the Golf Course Policies and Joint Amenity Policies based on Mr. Holden's request and comments from other Board Members and supporting the implementation of these policies uniformly throughout the community was approved by the Lake Ashton II CDD Board.

Mr. Robertson: I would like to apologize. That was an oversight on our part. We weren't trying to divert from our General Amenity Policy. That was not our intention at all. Our intention has always been to have a safe golf course operation. We are a relatively unique community because most communities don't allow non-golfers to be on golf

course property. So, we have a higher risk environment with two kinds of people using that amenity. We are simply trying to educate golfers and non-golfers how to interact with each other safely. The whole point of this entire process is to help people integrate and operate safely.

Mr. Zelazny: As the guy that had that oversight, my mea culpa. I agree with Doug. Let's get this started with this so everybody can sign it. I have Mr. Costello's statement. Let's get the train back on the track.

Mr. Costello: Just to make sure that I totally understand and I believe I do; the policy will be the same in the Joint Amenity Policies as well as in the registration. Is that correct or are we just going to include the registration and the joint amenities and you don't even need the policy again, since its already there.

Ms. Burns: If you don't mind me jumping in and going over a couple of options, which Sarah, Jan and I discussed, the policies were adopted by the Lake Ashton II CDD Board. They have the ability to enforce those over the cart paths, ponds, golf course and tracts within the community. That is what was put in place and adopted by the Lake Ashton II CDD Board. In order to have enforceability or to suspend amenity rights, we need to hold a public hearing to adopt them as a formal policy of the Board that has suspension and termination rights included. We have two options. We can hold a joint public hearing to add them to the Joint Amenity Policies, so there is one document that has rules for all amenities within the community, if there is agreement from the Lake Ashton Board to include those in the Joint Amenity Policies. Lake Ashton II has the ability to adopt that rule and enforce it for the golf course tracts per the lease. So, I think we would be asking for those to be added to the Joint Amenity Policies. The policy that they set and adopted under the provision that the amenities are under the control of each District, could be amended by that Board alone. So that's the first option. If there is not a desire to include these in the Joint Amenity Policies, Lake Ashton will hold a public hearing remotely and it would just be a separate document. So those are the two options from discussions with Board Members on both sides. There was some desire to have all policies regarding amenities in the community included in the Joint Amenity Policies, so that Christine and Mary would have residents provide one document to people and say, "Here are all of the policies within the community that you need to be aware of." So, I think

that is ultimately the goal of setting the public hearing jointly and including the policy that's already been adopted by the Lake Ashton II Board into the Joint Amenity Policies, so it would have enforcement rights. Sarah and Jan, feel free to join in as well.

Mr. Plummer: If I understand you right, if we are going to include it in the Joint Amenity Policies, we need to have a public hearing. Do we need a motion to do that?

Ms. Burns: Yes, under the next item.

A. Consideration of Resolution 2020-14 Designation a Date, Time and Place for a Public Hearing on the Adoption of Revised Joint Amenity Policies

Ms. Burns: We can set it for our next joint meeting and advertise and hold the public hearing. Then you would adopt them as part of the Joint Amenity Policies.

On MOTION by Mr. Plummer seconded by Mr. Costello with all in favor Resolution #2020-14 Designating November 16, 2020 as the joint meeting date to hold the public hearing was adopted by the Lake Ashton CDD Board.

Ms. Burns: And for the Lake Ashton II CDD?

On MOTION by Mr. Mecsics seconded by Mr. Zelazny with all in favor Resolution #2020-14 Designating November 16, 2020 as the joint meeting date to hold the public hearing was adopted by the Lake Ashton II CDD Board.

Ms. Burns: For the November joint meeting, we will include two separate resolutions for each District and send those out for approval.

Mr. Robertson: I would like to address Bob's comment earlier. The reason that we have a sign up for the golf course is because we are integrating two activities and it was supposedly consistent with our existing Amenity Policy, but it's an education process to get people to understand how to interact between golfers and non-golfers, when to use the golf cart paths and what direction. The best way to do that was to get everybody to sign up and to give them a written copy of what we are doing, so there is no nefarious effort here. It's all about communication and safety for the residents. That's why we

decided to do it that way, which is to communicate to make them understand what the risks were, now that we own the golf course.

Mr. Krumrie: We fully understand what you are doing and appreciate the fact that you have a responsibility to the citizens of this community to make sure they act in a safe manner for everybody's enjoyment. The only goal is having people on the golf course, more or less. I was told, "I should be ashamed because I didn't get a sticker yet." I'm sorry, but I've been busy.

Mr. Robertson: That's okay. The issue is, you want to get everybody to voluntarily comply. You will have certain outliers in any community that will say, "No, I'm just going to do what I damn well please." We don't know who those people are, but in the process you say, "Excuse me, I notice that you are on the golf course and you are driving off the cart path because there is water on the cart path and you are driving into the grass and leaving huge ruts, damaging the property. Why are you doing that? By the way, you don't have a sticker." So, the answer could be, "Gee, I'm sorry I didn't know. Thank you, let's fix it." The other guy could say, "No, I'll do whatever I damn well please." That's when you say to that individual that is woefully trying to not cooperate, "Okay, we are now going to escalate you to another level." To everybody else you say, "Thanks very much, have a nice day."

Mr. Krumrie: Jim will back me up on this, I called him the other night due to the fact that when I was riding around on the golf course, there were people fishing. The whole day it was 'Cart Path Only' and they were riding across the golf course. They are going to cause damage that's going to cost you a lot of money to repair.

Mr. Robertson: Exactly. That's why we want to notify these people on days when the golf course is just too wet that they have to stay off of the golf course. It's something that a lot of people, if they don't golf, don't realize that it's 'Cart Path Only' for the day. So, we are going to have to do something to protect your property. Our daily blast that we put out from the golf course, is for the golf course only, but notifying of things like 'Cart Path Only' should be distributed in a blast to the entire community rather than just the golfers. I think Bob or Brian can take care of that.

Mr. Krumrie: What I'm saying is that we have a need to let people know when the golf course is too wet. We don't want to cause you any more aggravation than trying to run it on a daily basis.

Mr. Robertson: So, we should broaden our blast to the entire community when it has to do with cart path issues, as opposed to just golfers.

Mr. Krumrie: I agree.

Mr. Robertson: We want to do it politely and have people understand that in most cases it's just an education issue.

Mr. Krumrie: One of the things I don't think people realize is how much these golf carts weigh and the damage they do when they drive across a wet course. Like I said, the end result is you are going to have to repair whatever damage they do. That's simply not fair to you.

Mr. Plummer: When I played golf on Wednesday, it was 'Cart Path Only' and an individual was driving around the golf course playing golf with the men's group. I assume that he had a handicap sticker or flag or something to that effect. Just the same, he is causing damage. Are we going to allow people to drive on the golf course?

Mr. Krumrie: The problem right now is these courses are just saturated.

Mr. Robertson: I agree.

Mr. Krumrie: We have nine holes right now that we can't even use, because we had so much water. Like I said, it's very easy to damage the golf course with these carts.

Mr. Robertson: Having a handicap sticker does not preclude them from following the rule of 'Cart Path Only'.

Mr. Plummer: Exactly, but they were out there, Doug.

Mr. Robertson: That's part of what we want to do. We want to identify those people and educate them on what they are not allowed to do. I agree with you. They shouldn't be doing it.

Mr. Krumrie: I wouldn't expect you to confront them in any way. Get the sticker number and call Ron and he will address it.

Mr. Robertson: We've been having issues with people with handicapped stickers getting too close to the greens. We are trying to address that with people by saying, "Hey, you have a handicapped sticker. We are trying to accommodate you, but you can't abuse

it." Now that everyone has a sticker, we can enforce it, but we are in an education process right now. It's our new responsibility and we are trying to educate people in a friendly way as opposed to making people resent what we are doing.

Mr. Krumrie: That's my point. Can we jump to "C" and take care of that item?

Mr. Robertson: Sure.

Mr. Krumrie: If you want to implement the policy in a certain way, we have no problem with that on the CDD I side. What we have an issue with, is the lack of communication. We would've like to have seen something come to the CDD I Supervisors, as well as the entire community, telling us what you are going to do, when you are going to do it and how you are going to do it. It's as simple as that, but we have not seen anything. We know when you are going to start it, but that's all.

Mr. Zelazny: Harry, we sent an e-blast for early sign up and another e-blast when it was implemented that said, "We are giving you a ten-day grace period in order to do it."

Mr. Krumrie: A ten-day grace period to register?

Mr. Zelazny: Yes, before we start implementing the policy.

Mr. Krumrie: Right.

Mr. Zelazny: During that time, we were going around giving friendly reminders asking people to please register. The policies have been out for a long time.

Mr. Krumrie: Okay.

Mr. Zelazny: You commented the other day about the lady with a marshal sign in her golf cart.

Mr. Krumrie: Right.

Mr. Zelazny: I would've said, if the lady didn't know, "What's that?" I would think the person next to her would say, "That's obviously a course marshal." You asked for marshals to be out there, but we haven't told you when we are doing it. You are more concerned about the implementation and punishment to comply with the directive.

Mr. Krumrie: People are worried about the progressive discipline. They are wondering how you are going to serve.

Mr. Zelazny: I don't know what more we can do other than telling them it's in the Amenities Policy.

Mr. Krumrie: Okay. I talked to Bob about that.

Mr. Robertson: Here's the issue. In the past, we had certain individuals who have been very uncooperative and both Boards sent out letters from the lawyer saying, "You violated our policy." You get a warning. That whole procedure has already been in place and we haven't changed it. The kind of policy we are trying to follow, is the same policy we always had. There is no new discipline process at all. It's like I was saying. You try to communicate with people. Give them a friendly reminder. It's just a conversation. I walk in the morning and some people know. One lady was going in the wrong direction and another young person drove by in her golf cart and said, "You are going the wrong way," and just sort of barked at her and left. I said, "Excuse me, the reason we want you to walk in this direction is for your safety so you can see what's around you." She said, "Oh, I didn't know that. Thank you very much," and the problem was resolved. There was no escalation. It's a matter of communication. The escalation only comes when we have people saying, "I refuse to comply and I refuse to be safe." Those are the ones that we wanted to say, "I know your cart number and I'm going to send you a warning." When someone was belligerent in your Clubhouse, we had to send letters and they said, "I'll do whatever I damn please." Then the police came and gave them a little piece of paper that said, "Thou shalt not do it," and guess what happened? He said, "I'm leaving." It's only the outliers that are obviously trying to cause trouble, because we are only interested in the safety of the community.

Mr. Krumrie: Correct. I agree.

Mr. Mecsics: It's going to be part of the Amenities Policy, which is pretty easy to follow. It just becomes an educational process to educate the folks that want to do that. Like Bob and you have both said, "A certain number are going to just ignore the situation anyway. We just have to try to communicate and educate them on exactly where we are going and what's going to happen here."

Mr. Krumrie: Exactly. That's my point.

Mr. Robertson: Right.

Mr. Krumrie: You guys have done a good job up to this point and I think if you continue, compliance will be forthcoming. It may take a little time, but it's coming along.

Mr. Robertson: We have 800 carts. We have more non-golfers registered than golfers. A lot of people are understanding and want to be safe. Only a few outliers like to stir the pot. We will deal with them on an individual basis as we go forward.

B. Discussion Regarding Expanding Golf Cart Registration to Entire Community

C. Discussion Regarding Enforcement of Golf Cart Registration Policy

Ms. Burns: The other item I had was the discussion on expanding the registration to the entire community. It was adopted by Lake Ashton II for the golf course tract. There was a request to add this item to the agenda to see if there was any desire to expand to other amenities requiring a registration.

Mr. Krumrie: I would like to see us get through this one first.

Mr. Zelazny: We are getting ready to put it in the Joint Amenity Policies. We continue to change it. Then golf carts need to be registered to use any amenity in Lake Ashton that is owned, operated or leased by CDD II.

Ms. Burns: I want to be clear because there are two separate issues. The Lake Ashton II CDD Board has the ability to institute this policy. Under this, it is inserted as written for the golf course tract that was already included in the Joint Amenity Policies. Lake Ashton has the ability to revise the policy for the golf course tract without the approval of Lake Ashton because it's an amenity that they control. If there's a desire to expand the requirement to register community-wide, if you are going to require a golf cart to be registered to use the HFC or Clubhouse, that is a decision that will be made by both Boards. The Lake Ashton II CDD Board doesn't have the ability to unilaterally implement that as they do for the golf course tract. So, I just want to make sure that's clear as well.

Mr. Zelazny: That's what I just mentioned. If we are going to do that, we should do it at the joint meeting, so the policy can be finalized and we are not kicking the can down the road, doing one in November and another one in March. If we approve it at the joint meeting in November, I would ask that the East Board establish their position so we can move on.

Mr. Costello: Quite frankly, I think expanding it to include the entire community is a wise move for a couple of reasons. Obviously identifying the carts are an important

issue; especially if we go with the safety issue that Bob was talking earlier about. We have folks that use things that are not on the golf course itself, but they drive their carts to do other things and then they are abandoned or we have a situation where we have a medical emergency and we don't know who we are dealing with. There are a variety of reasons for that. In fact, for safety purposes, I'm in favor of having the entire community register golf carts for use inside Lake Ashton. Does that need to be in a motion?

Mr. Robertson: I don't think so because we need to have a public hearing to change the policy. We can talk about what people want to do. What we first started to do was to try to incorporate the golf course and the carts and bridges. That was the first step. Now you are suggesting we should do it for everything, which was a reasonable request. We started with cart paths and bridges to deal with golf course safety. If we want to expand it to the entire community, we are perfectly free to do that, but we have to do it through a public hearing. However, we can all make the statement, "We are in favor of doing that and we intend to bring that up at a public meeting."

Mr. Williams: Just so I am clear, when we say extend it to the entire community, we are saying that anybody using their golf cart to go the Clubhouse, HFC, tennis courts and pickleball courts, must use a registered golf cart.

Mr. Robertson: Correct.

Mr. Costello: I would include the streets.

Mr. Robertson: It can't include the streets, legally.

Mr. Zelazny: It's a public road, but it's owned by Lake Ashton. We own those roads.

Mr. Williams: Right.

Mr. Costello: You must have a license plate on your automobile to operate on those roads.

Mr. Robertson: I think that's a legal issue.

Ms. Sandy: The roads are a separate issue from the rest of the amenities.

Mr. Williams: Just so we are clear, we are talking about pickleball courts, tennis courts, dog parks, etc. If you are there without a sticker, you are going to be asked to leave.

Mr. Zelazny: That is correct, because that address is the other safety issue associated with registering your golf cart.

Mr. Williams: I'm certainly in favor of that.

Mr. Robertson: It's not much different than having a picture ID that we asked everybody to have to identify who they are from a safety and control point of view.

Mr. Zelazny: The concern these people have, is if you follow Lake Ashton about giving up rights, they didn't give up ten years ago when Lake Ashton's Amenity Policy was written and has been reinforced over and over and voted on two years ago with the Joint Amenity Policies. You are taking more rights away.

Mr. Williams: I know we can't vote on this, but are there any Supervisors here that are opposed to doing this? I'm not hearing anybody say that they are opposed to doing that.

Mr. Mecsics: We will bring it up at the next joint meeting.

Ms. Burns: We have staff direction to include that provision in the policies we presented for approval. The way that the Joint Amenity Policies are broken up, there are specific policies for certain amenities and then there are broad policies that apply community-wide. So, we can insert the golf course policy that's specific to the golf course tracts and also include in the general policies, "In order to access the amenities within the community, you must have your golf cart registered." They have a section for that.

Mr. Mecsics: That would be a public hearing, right?

Ms. Burns: You would be voting on it at the public hearing in November.

Mr. Williams: If somebody chooses to use the golf course, they can't without a sticker.

Ms. Burns: Correct.

Mr. Zelazny: It covers the cart itself. You don't need a sticker on your forehead.

Mr. Robertson: Back to Bob's comment, if you park a car that is licensed on our property and you use a golf cart, it's identified on our property.

Mr. Zelazny: To piggyback on what Stan said, we have consensus amongst the two Boards that when this comes up, it should be addressed, unless there are changes and the District's merge. Joann will take that on as staff.

Ms. Burns: Yes. They will come up with the language when revising this.

Mr. Robertson: It is our intention that it will be presented at a public hearing.

Mr. Zelazny: That's exactly right.

- **Consideration of Resolution 2020-14 Designation a Date, Time and Place for a Public Hearing on the Adoption of Revised Joint Amenity Policies (Item 6A)**

Ms. Burns: We would like to discuss changing the next joint meeting date. The current date is November 16th. That is one day before the new Board Members are seated. The Lake Ashton CDD Board moved it to November 19th. So, do we want to move the joint meeting to November 19th or do we want to hold the joint meeting on November 16th.

Mr. Williams: I think we should keep it the same date or move it closer, because these two Boards must agree. You would have to have the entire discussion again with a whole new Board.

Mr. Zelazny: Couldn't we have the joint meeting either in conjunction with our October meeting or the September meeting that the East holds?

Ms. Burns: Timing-wise it would have to be in October because of advertising deadlines. The Lake Ashton CDD October date is Monday, October 19. Their meeting is at 10:30 a.m. and we can have the joint meeting at 9:00 a.m.

Mr. Williams: I agree for our side.

Ms. Burns: If you don't mind, I would like to rephrase the motion. We set the public hearing for the November meeting, so if you want to change it to October, you can make a motion to amend Resolution 2020-14 to change the public hearing to October 19, 2020 at 9:00 a.m.

On MOTION by Mr. Williams seconded by Mr. Mecsics with all in favor amending Resolution #2020-14 Designating the joint meeting date to hold the public hearing on October 19, 2020 at 9:00 a.m. at the Clubhouse, if held in person, or via Zoom Teleconference if the Executive Order for virtual meetings is extended, by the Lake Ashton II CDD Board was approved.

Ms. Burns: Is there a similar motion for Lake Ashton?

Mr. Plummer MOVED to amend Resolution #2020-14 Designating the joint meeting date to hold the public hearing

on October 19, 2020 at 9:00 a.m. at the Clubhouse, if held in person, or via Zoom Teleconference if the Executive Order for virtual meetings is extended, by the Lake Ashton CDD Board.

Mr. Ference: You're right, Stan, we have gone through it already. Hopefully the new members attend these meetings so they know what's going on and can decide whether they want to move forward with this or not. We are down to four members, due to fact that one member moved out. I would rather see it held on November 16th, as agreed upon at our meeting.

Mr. Williams: You can certainly do that amongst your Board. A motion was made and you are going to make that decision. My take on that would be, if the new Board doesn't like what we have done, they can discuss the options of how to change it and make that change at their meetings. Right now, we have consensus to move forward. If you don't know if they would change it or not or if they are listening now and they like it, then there is not going to be any issue going forward. If they don't like it, they can bring it back up at their Board meeting. I think we should move forward with this and get it done. It has been over a year. Let's get it done.

Ms. Burns: Harry, did you want to say something?

Mr. Krumrie: What I'm hearing or at least what I thought I heard is that we would vote at the October meeting?

Ms. Burns: I think that's what we are deciding, but yes.

Mr. Krumrie: So, we would vote on including all golf carts in the registration process.

Ms. Burns: Correct.

Mr. Krumrie: Then we hold the public hearing.

Ms. Burns: For the proposed rule at the October 19th meeting.

Mr. Krumrie: So, we would get public input at the public hearing?

Ms. Burns: Yes.

Mr. Krumrie: We already voted on the issue.

On MOTION by Mr. Williams, seconded by Mr. Robertson, with all in favor, amending Resolution #2020-14 Designating

the joint meeting date to hold the public hearing on October 19, 2020 at 9:00 a.m. at the Clubhouse, if held in person, or via Zoom Teleconference if the Executive Order for virtual meetings is extended, by the Lake Ashton II CDD Board was approved.

Ms. Burns: And for Lake Ashton CDD?

On MOTION by Mr. Plummer, seconded by Mr. Krumrie, with all in favor, amending Resolution #2020-14 Designating the joint meeting date to hold the public hearing on October 19, 2020 at 9:00 a.m. at the Clubhouse, if held in person, or via Zoom Teleconference if the Executive Order for virtual meetings is extended, by the Lake Ashton CDD Board was approved.

Ms. Burns: That gets us through the agenda items that we have listed, setting the public hearing jointly for October 19th at 9:00 a.m. prior to the Lake Ashton meeting.

SEVENTH ORDER OF BUSINESS

Supervisor Requests and General Public Comments

Ms. Burns: That brings us to Supervisors Requests. Does anyone have anything else before we turn it over to general public comments? Hearing none, we will open it up for public comments. Does anyone have any comments for the Boards? If you are on the Zoom phone line, you can find the raised hand feature by hitting *9. Our first comment is from Steve Realmuto.

Resident (Steve Realmuto, Lake Wales): Two quick things that I wanted to comment on. One is a few of the CDD II Supervisors, I believe Supervisor Mecsics, made the comment that requiring the golf cart registrations was no different than requiring the ID cards. I was there when the ID cards were discussed and approved. One of the key points to many residents, was the fact that the ID was not actually required. Anyplace, "Lake Ashton ID was required," a Driver's License with an address in Lake Ashton would also be accepted. Therefore, it is incorrect to say that Lake Ashton ID cards are required. That's a minor point, but it made a difference to some folks and made it a non-controversial issue when the CDD I Board voted to approve and implement the ID cards.

Finally, I feel like Supervisor Krumrie was unfairly attacked for his comments at the CDD meeting. I don't feel there is anything wrong with a Supervisor bringing residents' concerns to the attention of the Board, and that is exactly what he did. It was entirely appropriate and quite frankly, Jim, I feel strongly that it was wrong for the CDD Board to criticize him for doing his job, essentially as a Supervisor, and he is owed an apology for that. Thanks for listening.

Ms. Burns: Are there any other public comments? Go ahead Debbie.

Resident (Debbie): I am actually trying to put my words and thoughts together, because I find that this entire process that you are all trying to rush through, very concerning. Eight hundred people have registered or 800 carts. That is approximately half of the community, and yet it appears that you are negating how a significant number of residents feel. Our residents pay their assessments to be able to partake in the amenities. Whether they choose to register their golf carts or not, I feel like you are pushing things. I hear that this has taken a year. So what? I don't believe and I don't like hearing things. Our residents should be able to blast the Board, sort of speak, if that's what they choose to do at a meeting. Now that meetings are not even being held in person, even though we have the capability of allowing at least 50 residents in the Clubhouse, to see the Zoom meetings, I think you guys need to rethink this. Thank you.

Ms. Burns: We have one more.

Resident (Jack Mancicule): I have some concerns on what I heard about the registering of golf carts across the entire community. I'm not saying that I'm against it, but there are some things that I don't think have been looked at or have not been spoken about. I was the Mayor of Lake Wales when the City of Lake Wales authorized Lake Ashton streets to be golf cart friendly. Lake Wales follows the State Statute whereas Winter Haven does not. Winter Haven has a stricter Statute. In Winter Haven, your street has to be identified in the Statute to be authorized to drive a golf cart on it. Secondly, anyone 14 years and older in Lake Wales without a license can drive. If you are in Winter Haven, it has to be a 16 year or older person. As far as I know, the Winter Haven side has not gotten authority from Winter Haven to drive golf carts on their streets. I don't know whether that's false or true, that's why I'm bringing it up here. Technically, anyone driving a golf cart in Winter Haven is in violation of their law and they could get ticketed. Are we

ready to make sure that we are going to do it for the betterment of the community or are we just trying to push this through because there's consensus from the Boards? I think it needs to be looked at and I think the Lake Ashton CDD needs to bring this up and get an opinion from the community, because they can't blatantly agree to it. Thank you.

Ms. Burns: Are there any other public comments at this time? No other hands are raised, so unless anybody has anything else that they would like to add, we would be looking for a motion to adjourn from both Districts.

Mr. Robertson: I will just add one thing. I agree that either having a Driver's License or picture ID would suffice, which meant that the community agreed that we should be able to identify people using our facilities. So, if someone were to say, "I don't want to have a golf cart registration, but I want to take a photocopy of my driver's license on my golf cart," that would also identify who they are. I don't think we need to go in that direction. I don't think someone wants their Driver's License identified that way, but the whole point was, you identify yourself in one way or another. That's what we are asking, for golf carts to be identified, quite simply. That's my comment.

Mr. Costello: One other thing before we adjourn. I addressed the problem that you are having with people driving on the golf course at times. I personally think that we should have both of our security forces tell people when its "Cart Path Only." So, if they see somebody out there, they can tell them to get the cart off of the course. These courses are far too wet to be driving these heavy golf carts on them. Like I said, they are going to do damage.

Mr. Robertson: Jim has the ability to do that on our side.

Mr. Costello: Bob Plummer has the authority to do it on our side. Personally, I recommend that the two of them talk to the security people. Quite honestly, we pay the security people, but like Doug said, you don't have to be nasty about it. Just tell them, "You are going to damage the course, so please get off of it."

Mr. Krumrie: Why don't we just black off Holes 1 through 9 and let anybody on there?

Mr. Costello: We could use it as a marina, the way it's going.

Mr. Krumrie: Put up a construction barrier at the entrance to Hole 1. Nobody needs to drive on Holes 1 through 9.

Mr. Costello: Harry, its going on other holes also for both East and West. On Hole 11 on the West, you don't want to think about taking a cart out there. There is no drainage whatsoever. All I'm saying is if it is, "Cart Path Only," stay off of the course.

EIGHTH ORDER OF BUSINESS

Adjournment

There not being any further business to discuss,

On MOTION by Mr. Williams seconded by Ms. Wright with all in favor the meeting was adjourned by the Lake Ashton II CDD Board.

On MOTION by Mr. Plummer seconded by Mr. Costello with all in favor the meeting was adjourned by the Lake Ashton CDD Board.

Secretary / Assistant Secretary

Chairman / Vice Chairman

SECTION VI

SECTION A

SECTION 1

RESOLUTION 2021-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE LAKE ASHTON COMMUNITY DEVELOPMENT DISTRICT ADOPTING JOINT AMENITY FACILITIES RULES RELATED TO THE USE OF THE AMENITY FACILITIES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Lake Ashton Community Development District (“District”) is a local unit of special purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within Polk County, Florida; and

WHEREAS, Chapter 190 and 120, *Florida Statutes*, authorizes the District to adopt rules, rates, charges and fees to govern the administration of the District and defray costs of operation and to adopt resolutions as may be necessary for the conduct of District business; and

WHEREAS, the District has previously determined to establish and/or modify rules and policies for the utilization of shared community amenity facilities within the District and the Lake Ashton Community Development District (“Lake Ashton District”), and the Board of Supervisors of the Lake Ashton II Community Development District (“Board”), in cooperation with the Lake Ashton District, has determined to amend and/or establish rules and policies related to the shared amenity facilities and to replace those rules related to shared amenity facilities previously adopted by the District; and

WHEREAS, after providing notice pursuant to Florida law, and after holding a public hearing thereon, the Board finds that it is in the best interests of the District and necessary for the efficient operation of the District to adopt by resolution joint amenity facilities rules related to the use of the shared amenity facilities, attached hereto as **Exhibit A**, and incorporated herein by this reference, for immediate use and application (“Joint Amenity Facilities Rules”); and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE LAKE ASHTON COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. The above stated recitals are true and correct and are hereby incorporated herein by reference.

SECTION 2. The Joint Amenity Facilities Rules as set forth in **Exhibit A** are hereby adopted pursuant to this resolution as necessary for the conduct of District business. These Joint Amenity Facilities Rules shall stay in full force and effect unless rescinded or repealed, and shall replace and supersede any rules related to shared amenity facilities previously adopted by the Board.

SECTION 3. If any provision of this resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

PASSED AND ADOPTED this 19th day of October, 2020.

ATTEST:

**LAKE ASHTON COMMUNITY
DEVELOPMENT DISTRICT**

Secretary

Chairman, Board of Supervisors

Exhibit A: Joint Amenity Facilities Rules

JOINT AMENITY FACILITIES POLICIES

OF THE

**LAKE ASHTON
COMMUNITY DEVELOPMENT DISTRICT**

AND

**LAKE ASHTON II
COMMUNITY DEVELOPMENT DISTRICT**

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JOINT AMENITY FACILITY POLICIES:
Lake Ashton Community Development District
Lake Ashton II Community Development District

Law Implemented: ss. 190.011, 190.035, Fla. Stat. (2019)
Effective Date: October 19, 2020

In accordance with Chapter 190 of the Florida Statutes, and on October 19, 2020, at a duly noticed joint public meeting and after a duly noticed joint public hearing, the Boards of Supervisors of the Lake Ashton Community Development District and Lake Ashton II Community Development District adopted the following rules / policies to govern the operation of the Districts' Amenity Facilities. All prior rules / policies of the Districts governing this subject matter are hereby rescinded.

I. DEFINITIONS

“Amenity Facilities” or “Amenities”- shall mean the properties and areas owned by the Districts and intended for recreational use and shall include, but not specifically be limited to, the Lake Ashton Clubhouse, the Lake Ashton Health and Fitness Center (HFC), the Golf Course, and the Pathways/Bridges, together with appurtenant facilities and areas.

“Amenities Facilities Policies” or “Policies” – shall mean the Joint Amenity Facilities Policies of the Lake Ashton Community Development District and Lake Ashton II Community Development District.

“Amenity Manager” – shall be each respective Districts’ “Community Director,” or in his/her absence, the designated representative.

“Board of Supervisors” or “Boards” – shall mean the Board of Supervisors of the Lake Ashton Community Development District and/or Lake Ashton II Community Development District.

“Commercial Purposes” – shall mean those activities which involve, in any way, the provision of goods or services for compensation but shall not include any activities of the Districts.

“Districts” – shall mean the Lake Ashton Community Development District (“LA CDD”) and Lake Ashton II Community Development District (“LAII CDD”), each a political subdivision of the State of Florida, created pursuant to Chapter 190 of the Florida Statutes. Each individually may be referred to herein as a “District.”

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

“Golf Cart” – shall be defined as such term and the term ‘low-speed vehicle’ is defined in Florida Statutes, as amended.

“Golf Course” – shall mean the Lake Ashton Golf Club properties and facilities within the Districts.

“Guest” – shall be any Non-Resident invited by a Patron to access and use the Amenity Facilities. Guests must be properly registered and comply with all Policies. (A Patron’s ability to register may be reviewed by an Amenity Manager if exceeding 12 Guest registrations annually.)

“Individual” – shall mean any Patron, Guest, or Non-Resident utilizing an Amenity.

“Inappropriate Content” – shall mean content that is fraudulent, harassing, embarrassing, sexually explicit, profane, obscene, intimidating, defamatory, or contains sexual comments, obscenities, nudity, pornography, abusive or degrading language, antisocial behavior, or inappropriate comments concerning race, color, religion, sex, national origin, marital status, or disability, violates any District Policies or rules, has the potential to cause the District(s) public harm or disrepute, or is otherwise unlawful..

“Lake Ashton Community” or “Community” – shall mean the Lake Ashton residential golf development within which both the LA CDD and LAII CDD are located.

“May” and “Shall” - as used herein, the word “may” is permissive; the word “shall” is mandatory.

“Media” – shall mean certain publications and media produced by the Districts and solely intended to provide community information, including but not limited to the Lake Ashton Times.

“Non-Resident” – shall mean any person(s) who does not own or rent property within either District and has not paid the Annual User Fee.

“Non-Golfer” – shall mean any Individual on the Golf Course not playing golf.

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

“Non-Resident Member” – shall mean any individual not owning or renting property in either District who is paying the Annual User Fee to the District(s) for the non-exclusive right to use of all Amenity Facilities.

“Pathways/Bridges” – shall mean all golf cart pathways, walking paths, and/or ancillary bridges within the Golf Course.

“Patron” or “Patrons” – shall mean Residents, Non-Resident Members, and Renters/Leaseholders.

“Political Issue” – shall mean any candidate, whether partisan or nonpartisan, political party, issue, referendum, or amendment that is subject to a vote of electors, whether local, state or federal.

“Ponds” – shall mean one of the over sixty (60) lakes or ponds located within the Lake Ashton Community.

“Renter/Leaseholder” (residential) – shall mean any tenant residing in a Resident’s living unit pursuant to a valid rental or lease agreement.

“Rental Facilities” – shall mean the Amenity Facilities available to Patrons, Non-Residents, and Lake Ashton Community organizations for rent or reservation including, but not limited to, the Ballroom, Reflection Garden, Card Rooms, Cinema, Conference Rooms, HFC, Courtyard, Catering Kitchen, Sports Court, Poker Room, and Craft Rooms.

“Resident” – shall mean any person or persons owning a home or lot within either District.

“Staff” – shall mean any employee, contractor, or volunteer that works under the Amenity Manager or District Manager.

II. PURPOSE

This document, jointly prepared and agreed to by both the LA CDD and LAII CDD Boards of Supervisors, applies to all Individuals, pursuant to usage of all Amenities within both Districts. Compliance with the Policies and provisions is mandatory and will be enforced.

The Board(s), the District Manager, the Amenity Manager and Staff shall have full authority to enforce these Policies. However, the Boards by a vote at a public meeting, District Manager, and/or Amenity Manager shall have the authority in its/there sole discretion to waive strict application of any of these Policies when prudent, necessary or in the best interest of the Districts and Patrons, provided however, any permanent waiver must be approved by both Boards and such a temporary waiver of any Policy by the Amenity Manager shall not constitute a continuous, ongoing waiver of said Policy.

The Boards jointly reserve the right to amend, modify, or delete, in part or in their entirety, these Policies when necessary, at a duly-noticed Board meeting, and will notify the Patrons of any changes. Use of the Amenity Facilities may be subject to payment of applicable fees or rates set by the respective Districts. To change or modify rates or fees beyond the increases specifically allowed by District(s) rules and regulations, the Boards must hold a duly-noticed public hearing on said rates and fees. Each district may unilaterally updated rules specific to amenities solely within their respective boundaries.

III. AUTHORIZED USERS

Only Patrons and Guests are authorized to use the Amenity Facilities (each such a “Users”), all as further provided within these Policies and below; provided however certain events may be available to the general public where permitted by the Districts and subject to payment of any applicable fees and satisfaction of any other applicable requirements. Specifically, Users are subject to the following:

RESIDENTS: Residents, upon producing proper identification, can access and use all Amenity Facilities within the Districts. They are entitled to bring up to four (4) guests at a time, unless other arrangements have been made with an Amenity Manager.

RENTERS/LEASEHOLDERS: Residents who rent or lease out their residential unit(s) in the Districts shall have the right to designate the Renter/Leaseholder of their residential unit(s) as the beneficial users of the Resident’s membership privileges for purposes of Amenity Facilities use.

The Renter/Leaseholder may be required to acquire a membership with respect to the residence which is being rented or leased, as well as purchase an ID card in order to be entitled to use the Amenity Facilities. A Renter/Leaseholder who is designated as the beneficial user of the Resident’s membership shall be entitled to the same rights and privileges to use the Amenity Facilities as the Resident.

During the period when a Renter/Leaseholder is designated as the beneficial user of the membership, the Resident shall not be entitled to use the Amenity Facilities with respect to that membership.

Residents shall be responsible for all charges incurred by their Renters/Leaseholders which remain unpaid after the customary billing and collection procedure established by the Districts. Resident owners are responsible for the deportment of their respective Renter/Leaseholder.

NON-RESIDENT MEMBERS: Non-Residents may pay an Annual User Fee and have access to all Amenity Facilities. As previously set by each District, both District’s Annual User Fee for any person not owning real property within the District is \$2,400.00 per year (split evenly amongst LA CDD and LAII CDD, as permitted by law), and this fee shall include privileges for two (2) people. Such Annual User Fee is adopted by: (i) LA CDD, pursuant to its Chapter II: Non-Residents User Fees, last set on February 26, 2007; and (ii) by LAII CDD, pursuant to its Chapter II: Non-Residents User Fees, last set on January 8, 2008. This payment must be paid-in-full at the time of completion of the Non-Resident Member application and the corresponding agreement. This fee will cover membership to all Amenity Facilities for one (1) full year from the date of receipt of payment by either District. Each subsequent annual membership fee shall be paid-in-full on the anniversary date of application for membership. Each District retains the authority to establish its own Annual User Fee, per these policies it is the intent of both Districts to set both Annual User Fees at the same level. As previously provided in the Districts rules setting such Annual User Fees, such fee may be increased, not more than once per year, by actions of the respective Boards, to reflect increased costs of operation of the Amenity Facilities. This membership is not available for commercial purposes.

GUESTS: All Guests, regardless of age, must register with the office of the Amenity Manager prior to using the Amenity Facilities. The Patron inviting the Guest must be present upon registration, unless other arrangements have been made with the Amenity Manager's office.

All Guests under eighteen (18) years of age must be accompanied at all times while using the Amenity Facilities by a parent or adult Patron over eighteen (18) years of age.

Guests over the age of eighteen (18) must register and may use the Amenity Facilities unaccompanied by Patron, and must also sign a waiver of liability.

Patrons who have registered a Guest are responsible for any and all actions taken by said Guest. Violation by a Guest of any of these Policies as set forth by the Districts could result in loss of that Patron's privileges and membership as set forth in Section 5 – Suspension and Termination of Privileges.

IV. IDENTIFICATION CARDS

ID cards (or similar access devices) may be issued to all members of each Resident's household and/or Non-Resident Members. Guest Passes shall be issued to all Guests upon registering with Amenity Manager. Each Patron and/or Guest will be required to present proper credentials upon request by Staff. If not presented, the individual will be asked to leave the venue. Renters/Leaseholders will be required to purchase their own ID cards (or similar access devices). All lost or stolen ID cards should be reported immediately to the Amenity Manager's office. A fee will be assessed for any replacement cards or additional cards.

V. LOSS OR DESTRUCTION OF PROPERTY AND/OR INSTANCES OF PERSONAL INJURY

Patrons and their Guests assume sole responsibility for his or her personal property. The District and its contractors shall not be responsible for the loss or damage to any private property used or stored on or in any of the Amenity Facilities.

Any Patron or Guest utilizing District equipment is responsible for said equipment. Should the equipment be returned to the District damaged, missing pieces or in worse condition than when it was when usage began, that Patron or Guest will be responsible to the District for any cost associated with repair or replacement of the equipment.

Individuals 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 Districts or its contractors, or who engages in any contest, game, function, exercise, competition or other activity operated, organized, arranged or sponsored by the Districts, either on or off the Amenity Facilities' premises, shall do so at his or her own risk, and shall hold the Amenity Facilities' owners, the District, the Board of Supervisors, District employees, District representatives, District contractors and District agents, harmless from any and all loss, cost, claim, injury, damage or liability sustained or incurred by him or her, resulting therefrom and/or from any act of omission of the Districts, or their respective operators, supervisors, employees, representatives, contractors

or agents. Any Patron shall have, owe, and perform the same obligation to the Districts and their respective operators, supervisors, employees, representatives, contractors, and agents hereunder with respect to any loss, cost, claim, injury, damage or liability sustained or incurred by any Guest or family member of said Patron.

Should any party bound by these Policies bring suit against the District, the Board of Supervisors or Staff, agents or employees of the District, or any Amenity Facility operator or its officers, employees, representatives, contractors or agents in connection with any event operated, organized, arranged or sponsored by the District or any other claim or matter in connection with any event operated, organized, arranged or sponsored by the District, and fail to obtain judgment therein against the District or the Amenity Facilities' operators, officers, employees, representatives, contractors or agents, said party bringing suit shall be liable to the prevailing party (i.e., the District, etc.) 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.

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

VI. SUSPENSION AND TERMINATION OF PRIVILEGES

i. **Offenses:** An Individual's privileges to use the Amenity Facilities may be subject to various lengths of suspension or termination for up to one (1) calendar year by the Board of Supervisors, and the Individual may also be required to pay restitution for any property damage, if he or she:

1. fails to abide by any District rules or policies, including but not limited to these Policies and the Amenity Rate Rules;
2. submits false information on the application for a photo ID card or Guest pass;
3. permits unauthorized use of a photo ID card or Guest pass;
4. exhibits unsatisfactory behavior, deportment, or appearance;
5. engages in unreasonable and abusive behavior that threatens the welfare, safety or reputation of the District, or its supervisors, Staff, contractors, vendors, or other Patrons or Guests;
6. treats the Districts' supervisor, Staff, contractors, vendors, or other Patrons or Guests in an unreasonable or abusive manner;
7. damages or destroys District property.

ii. **Suspension and Termination Process:** In response to any violation of the rules, regulations, policies and procedures specified herein, including, but not limited to, those set forth in the section (i) above, the Districts, through its Boards, District Manager, and/or Amenity Manager, may follow the process outlined below with regard to suspension or termination of a Patron's or Guest's privileges:

1. First Offense – Verbal warning by Staff of such violations; the warning shall be summarized in a brief written report by Staff and kept on file in the Clubhouse and Community Center.
2. Second Offense – Written warning by Staff of continued violations sent by certified mail to the Patron/Guest and kept on file in the Clubhouse and Community Center offices. In addition, the Patron/Guest will be suspended from the Amenity Facilities for the remainder of the day on which the written warning is issued.
3. Third Offense – Automatic suspension by the Amenity Manager of all Amenity Facilities privileges for one (1) week. A written report will be created; a certified letter will be sent to the Patron/Guest and a copy of such letter kept on file in the Clubhouse and Community Center Offices.
4. Fourth Offense – Automatic suspension by the Amenity Manager from all Amenity Facilities for up to thirty (30) days or until the date of the next meeting of the Board of Supervisors of the District within which the violation occurred, whichever occurs first. An complete record of all previous documented offenses within the previous twelve (12) months will be presented to the Board for recommendation of suspension beyond thirty (30) days or possible termination of the Patron's/Guest's privileges for up to one (1) calendar year from the Board's approval of termination of privileges.

iii. **Health, Safety, Welfare.** Notwithstanding anything contained herein, the Amenity Manager may, at any time, remove, restrict or suspend an individual's privileges when such action is necessary to protect the health, safety and welfare of Districts' supervisor, Staff, contractors, vendors, or other Patrons and their Guests, or to protect the Amenity Facilities from damage.

Such restriction or suspension shall be for a maximum period of thirty (30) days or until the date of the next meeting of the Board of Supervisors of the District within which the violation occurred, whichever occurs first. Such infraction and suspension shall be documented by the Amenity Manager. The Operations Manager, District Manager and Board of Supervisors shall be notified to review this action at the next Board of Supervisors meeting.

iv. **Jurisdiction Reciprocal.** The ability to suspend or terminate privileges as provided herein shall be held by the District, through its Boards, District Manager, and/or Amenity Manager, in whose boundaries the violation at issue occurred. Violations that result in a suspension or termination in one District shall be brought up at the next Board of Supervisors meeting for the other District. Suspension or termination of privileges shall in no way prevent a member of the District Boards, the District Manager, District staff or members of the public from attending a duly advertised public meeting of either District.

v. **Appeals.** Any Individual who has his or her Amenities privileges restricted/suspended for at least thirty (30) days and/or terminated in accordance with this Policies

may appeal such restriction, suspension, or termination to the respective Board for reversal or reduction at the next regular meeting of such Board. The Board's decision on appeal shall be final.

VII. RESERVING FACILITIES

Amenity Facilities are available on a first-come, first-served basis, and subject to applicable fees or rates as set by the appropriate District. Requests to reserve facilities should be submitted through the Staff at the appropriate Amenity Facility.

Reservations are available for up to three (3) hour increments for all facilities listed in the reservation policy, with the exception of the Ballroom and HFC. These can be reserved for periods up to five (5) hours. Longer time increments may be approved by the Amenity Manager. There are no personal "standing" weekly reservations allowed for the Amenity Facilities listed in the reservation policies. Clubs and organizations may make "standing" reservations. These will be reviewed semi-annually by the Amenity Manager.

The Amenity Manager can reschedule any reservation if requested by a District. The Clubhouse or HFC must be notified if a scheduled reservation cannot be kept so the slot may be re-assigned. Reservations will be held for 15 minutes past your scheduled start time before re-assigning the reservation time slot.

VIII. RENTAL FACILITIES TERMS

Amenity Facilities are available for rent by Patrons, Lake Ashton approved Clubs/Organizations, and Non-Residents in accordance with the Policies of the District and the laws of the State of Florida. A complete list of Amenity Facilities available for rent, along with associated fees and deposits, are located as follows: (i) for LA CDD, in its Chapter III: Rules for Amenities Rates, last revised on September 7, 2018; and (ii) for LAII CDD, in its Chapter III: Rules for Amenities Rates, last revised on August 22, 2019, as may be amended from time to time (collectively, the "Amenity Rate Rules").

For functions held at an Amenity Facility having more than 25 people in attendance, a final guaranteed number of guests is to be conveyed to the Amenity Facilities events planner no later than five (5) days before the date of the scheduled event. In absence of a final guarantee, the number indicated on the original agreement will be considered correct. A check shall be made payable to the applicable District.

If required by the Amenity Rate Rules of the respective District, deposit(s) or fees shall be submitted to the Clubhouse or HFC in the form of a separate check made payable to the "Lake Ashton Community Development District" or the "Lake Ashton II Community Development District," as applicable.

IX. CLUBS AND OTHER ORGANIZATIONS

Any club, group or organization (collectively, "Clubs") desiring to utilize the Amenity Facilities activities display space, Channel 96/732, Coffee Meetings, or the Lake Ashton Times

newsletter to promote Club activities must be registered with the Amenity Manager and meet the following criteria:

1. Clubs must be comprised of a minimum of at least five (5) active members; all members must be Residents or Renters/Leaseholders.
2. No Club may be formed, and no activities held within the Amenities Facilities, for commercial or profit-making purposes.
3. The purpose of each Club must be to provide lifestyle-enhancing opportunities to Residents or Renters/Leaseholders and not to effectuate sales of products or services. No one household can profit from the club. Clubs may generate funds through dues and proceeds from Club organized events. If a Club chooses to generate funds, a check-and-balance system must be in place as well as a Club checking account.
4. Club membership and Club activities must be available to all Residents or Renters/Leaseholders. Criteria for Club membership should be governed by the individual club's by-laws.
5. Rules applying to the formation and admissibility of Clubs may be modified at the discretion of the Boards.
6. Violations of these Policies by any Club may result in the loss of that Club's privileges within the Amenity Facilities.

X. AMENITY POLICIES – GENERAL USAGE

CONDUCT: Individuals using the Amenity Facilities are expected to conduct themselves in a responsible, respective, courteous and safe manner, in compliance with all Policies/provisions and rules of the Districts governing the Amenity Facilities. Violation of the District(s) Policies and/or misuse or destruction of Amenity Facilities equipment may result in the suspension or termination of Amenity Facilities privileges with respect to the offending Individual.

CONFLICTS: Conflicts between Amenity users should be referred to Staff or security. Under no circumstances should verbal or physical confrontation occur between Amenity users.

ALCOHOL: All persons must be twenty-one (21) years of age to consume alcohol at any Amenity Facility, and must do so in a responsible manner.

In regards to LA CDD's Clubhouse: no alcohol may be brought into the physical structure of the Clubhouse, adjoining outdoor patio and pool deck. Alcoholic beverages held and/or consumed within the physical structure of the Clubhouse, adjoining outdoor patio and pool deck must be purchased through the holder of the liquor license registered with the State of Florida to serve alcoholic beverages at 4141 Ashton Club Drive, Lake Wales, Florida. Any registered holder of said liquor license shall be required to provide the Amenity Manager with an applicable certificate of insurance naming the District as an additional named insured.

In regards to LAII's Community Center: The Community Center Amenity Manager may approve consumption of alcohol for events held at the Community Center by a vendor who is in possession of a valid liquor license and proof of insurance. See Section XI(vi) regarding the Community Center herein for more specific information regarding alcohol at the Community Center.

SMOKING: Lake Ashton is a smoke-free community. Smoking tobacco products or electronic cigarettes are prohibited at all facilities and venues unless in a designated area

PETS: Pets, (with the exception of duly registered service animals) are not permitted at Amenities Facilities with the exception of Pet Parks. If a special event allowing pets has been approved by the Amenity Manager, pets must be leashed or in an appropriate carrier, or placed in a cage. Users are responsible to pick up after their pets and to dispose of any waste in a designated pet waste receptacle or outdoor dumpster.

PARKING: Vehicles must be parked in designated areas. Vehicles, bicycles and golf carts should not be parked on grass lawns, in any way which blocks the normal flow of traffic, or in any way that limits the ability of emergency service workers to respond to situations. The Amenity Manager reserves the right to waive this parking restriction in the event overflow parking is needed for a large event.

OVERTIME PARKING: There shall be no overnight parking in Amenity Facility parking lots.

OFF-ROAD VEHICLES: Off-road motorbikes/vehicles, excluding golf carts, are prohibited on all property owned, maintained and operated by the District(s).

FIREWORKS: Fireworks of any kind are not permitted on any Amenity Facility or property held by the Districts, with the following exception: the respective Board may approve the use of fireworks over specific bodies of water within its District's boundaries.

SERVICE AREAS: Service areas within the Amenity Facilities are off-limits except for Staff.

DRONES: Drones and all forms of unmanned aerial vehicles are not permitted to be used inside Amenity Facility buildings any time without the written authorization of the District, except as permitted by law or regulation of an applicable government entity.

CHILD CARE: The District will not offer childcare services to Patrons or Guests at any of the Amenity Facilities.

SKATEBOARDING: Skateboarding is not permitted on the Amenity Facilities property at any time. Roller blading is permitted on cart paths and roadways only.

OUTSIDE ENTERTAINMENT: Performances at any Amenity Facility, including those by outside entertainers, must be approved, in advance, by the Amenity Manager.

ADVERTISING: Advertisements for Commercial Purposes shall not be posted or circulated in the Amenity Facilities. Petitions, posters, or promotional material shall not be originated, solicited, circulated or posted on Amenity Facility property unless approved, in writing, by the Amenity Manager.

COMMERCIAL PURPOSES: Activities with Commercial Purposes must have approval from the Amenity Manager

UNATTENDED GUESTS: Amenity users should not leave Guests who have adverse or debilitating health conditions unattended in any of the Amenity Facilities or District property.

PROGRAM/ACTIVITY APPROVAL: All programs and activities, including the number of participants, equipment and supplies usage, facility reservations, etc., at all Amenity Facilities must be approved by the Amenity Manager.

MANAGEMENT SPONSORED EVENTS: The Amenity Manager has the right to authorize management-sponsored events and programs to better serve the Patrons, and to reserve any Amenity Facility for said events (if the schedule permits) and to collect revenue for those services provided. This includes, but is not limited to, various athletic events, cultural programs and social events, etc.

LOITERING: Loitering (the offense of standing idly or prowling in a place, at a time or in a manner not usual for law-abiding individuals, under circumstances that warrant a justifiable and reasonable alarm or immediate concern for the safety of persons or property in the vicinity) is not permitted at any Amenity Facility.

COMPLIANCE TO STATUTES: Individuals shall abide by and comply with any and all federal, state and local laws and ordinances while utilizing the Amenity Facilities, and shall ensure that any minor for whom they are responsible also complies with same.

EQUIPMENT: The Districts maintains a limited amount of equipment to support individual activities such as Bocce, Billiards, Pickleball, Racquetball, Shuffleboard, Yoga, and exercise classes. Please check their availability with the Amenity Manager. Patrons are encouraged to provide their own equipment for recurring use.

HOURS: Hours of operation, including holiday schedules, for Amenities Facilities are established and published by the Amenity Manager(s), and such hours are subject to change at the discretion of the Amenity Manager.

EMERGENCIES: After contacting 911 (if required), all emergencies and injuries must be reported to the gate attendant service (Thompson Nursery Road phone number 863-324-7290, CR 653 phone number 863-318-0237) or Amenity Manager (phone number Clubhouse 863-324-5457 or Community Center 863-595-1562) and to the office of the District Manager (phone number 407-841-5524). If immediate attention to the facilities is required and the Amenity Manager is not present, please contact one of the gate attendants employed by the District.

SIGNAGE: All Political Issue and Commercial Purpose signs outside Amenity Facility buildings are strictly prohibited. All other signs need the approval of an Amenity Manager.

XI. AMENITIES POLICIES – SPECIFIC USAGE

Patrons are responsible for ensuring their Guests adhere to the Policies set forth herein. In addition to the general Policies listed above, each Amenity Facility has the following specific Policies that must be followed:

i. BALLROOM

1. All food and beverages consumed in the Clubhouse Ballroom must be purchased and provided by the Restaurant contracted by the District.
2. Any Resident or Resident activity that qualifies for, and is granted a fee waiver under the Rules of Lake Ashton Community Development District, Chapter III, may, with the approval of the Amenity Manager, have an outside caterer provide food and non-alcoholic beverages for an event compliant with Chapter III. The Amenity Manager shall have sole discretion to grant or deny such a request, and may require the submission of a certificate of insurance, a waiver of liability, or other administrative documentation as deemed appropriate by the District.
3. Each organization, group or individual reserving the use of an Amenity Facility (or any part thereof) agrees to indemnify and hold harmless the District, the owners of the Amenity Facility and the owner's officers, agents and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity, for injuries, death, property damage of any nature, arising out of, or in connection with, the use of the District lands, premises and/or Amenity Facilities, including litigation or any appellate proceeding with respect thereto. Nothing herein shall constitute or be construed as a waiver of the District's sovereign immunity granted pursuant to Section 768.38, Florida Statutes.
4. The volume of live or recorded music shall not violate applicable City of Lake Wales Noise Ordinances.

ii. BOCCE

1. Appropriate dress is required on the court. Shirts and shoes must be worn at all times.
2. Bocce balls should not be tossed or thrown outside of the court.
3. Players on the opposite side of the playing or thrower's end should stand outside the court walls. Sitting on the walls is permissible provided one's legs are on the outside of the walls. Please report any loose boards, protruding nails, etc., to the Staff.
4. Children under eighteen (18) years of age must be supervised by an adult Patron who understands the rules of the game.

iii. BOWLING

1. The center is available for open bowling when league play is not scheduled. Reservations are made through the Amenity Manager on a first-come basis.
2. Proper attire must be worn. Bowling shoes are the only acceptable footwear on the lanes.
3. The bowling machines are all self-scoring. If you are unsure how to operate the machines or need assistance, please contact the Amenity Manager or Staff for instructions.

4. No one is allowed past the foul line or on a bowling lane at any time. If it becomes necessary to traverse the lanes, all walking shall be done in the gutter(s).
5. Proper bowling etiquette shall be adhered to at all times. The use of profanity or disruptive behavior is prohibited.
6. No food or drink is allowed in the approach area.
7. If, at any time, the equipment fails to operate properly or your ball does not return, please contact the Amenity Manager or Staff for assistance.
8. No one is allowed behind the pin-setting machines without the permission of the Amenity Manager.
9. Return all balls and shoes to racks when you have finished bowling.
10. Guests under the age of eighteen (18) years of age must be supervised by adult Patron who understands the rules and regulations of the game.

iv. CINEMA

1. Movies are scheduled on a regular basis by the Amenity Manager and open to all Patrons. Seating capacity is 55 and admittance is on a first-come basis. Guests under eighteen (18) years of age must be accompanied by an adult.
2. Movie selections are made by the Amenity Manager's office based on new releases. Suggestions from Residents are also considered.
3. Scheduled movies and show times are posted and subject to change.
4. Closed-captioning is available for certain movies at certain show times. Please check with the Amenity Manager or Staff to obtain the schedule.
5. Be courteous and arrive on time. Movies are not to begin prior to the scheduled show time.
6. Reservations for the Cinema shall be made through the Amenity Manager's office.
7. Contact the Amenity Manager or Staff for assistance with equipment.
8. Be sure the Cinema is clean and free from trash and debris following any function. Any Resident or Non-Resident Member who reserves and holds a function in the Cinema and fails to clean up and return it to the condition in which it was obtained may be charged a clean-up fee by the Amenity Manager.
9. Report any loose seats, lighting issues, or other facility needs to the Amenity Manager or Staff.

v. CARD ROOMS/BILLIARDS/GAMES

1. Rooms are available during normal hours for open play, however, as many different card and billiard games are held at regularly scheduled times, you should contact the Activities Office or Ashtonliving.net for a list of scheduled activities.
2. Reservations for the Card/Game Room can be made through the Amenity Manager's office.
3. When group activities are scheduled, please be courteous of others. Random play is acceptable when the rooms are not scheduled for group activities.
4. Due to the large demand for these rooms, reservations should include the number of tables required to meet the needs of the group. Tables not used will be considered "open" and will be made available for use by another group or individual.

vi. CLUBHOUSE AND HFC

1. Residents, Non-Resident Members, and members of the general public are responsible for ensuring that their Guests adhere to the Policies set forth herein.
2. The volume of live or recorded music must not violate applicable local government noise ordinances.
3. No open burning or candles are allowed at the facility.
4. Alcoholic beverage service, if approved, shall only be obtained through a service licensed to serve alcoholic beverages. Such service will be required to provide the Amenity Manager with a certificate of insurance, naming the District as an additional insured party. The Amenity Manager may make an exception to this requirement, in advance, for community events such as pot luck dinners, bingo events and private functions held by Patrons who have reserved the Community Center. Patrons will be allowed to bring beer or wine for personal use when such a community event is held.
5. Patrons are not allowed to bring or use grills or smokers at the Community Center. Upon approval by the Amenity Manager, Patrons may hire an insured caterer to provide this service. The location of any grill or smoker will be at the discretion of the Amenity Manager. Such catering service will be required to provide the Amenity Manager with a certificate of insurance, naming the District as an additional insured party.
6. Each organization, group or individual reserving the use of an Amenity Facility (or any part thereof) agrees to indemnify and hold harmless the District, the owners of the Amenity Facility and the owner's officers, agents and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity, for injuries, death, property damage of any nature, arising out of, or in connection with, the use of the District lands, premises and/or Amenities Facilities, including litigation or any appellate proceeding with respect thereto. Nothing herein shall constitute or be construed as a waiver of the District's sovereign immunity granted pursuant to Section 768.38, Florida Statutes.

vii. COURTYARD AND OUTDOOR KITCHEN

1. The courtyard is furnished with tables, chairs, and grilling equipment. Reservations for the courtyard may be made through the Community Center Amenity Manager's office.
2. If you are unsure how to operate the grills or need assistance with any equipment, please contact the Community Center Amenity Manager or Staff for instructions.
3. Please contact the Community Center Amenity Manager or Staff for assistance if equipment at the courtyard fails to operate properly.
4. Guests must be eighteen (18) years of age to operate the grills at the courtyard.
5. The courtyard and surrounding area must be clean and free from trash and debris following any function. Patrons reserving and holding a function at the courtyard and fails to clean up and return it to the condition in which it was obtained may be charged a clean-up fee by the Community Center Amenity Manager.

viii. CRAFT ROOMS

1. Craft Rooms are open during normal operating hours. They are available for general use when not reserved.
2. Reservations for the Craft Rooms can be made through the Amenity Manager's office.
3. If, at any time, the equipment in the Craft Room fails to operate properly, please contact the Amenity Manager or Staff for assistance.
4. Please be courteous of others' projects and do not touch or handle them.
5. Guests under eighteen (18) years of age must be properly supervised by an adult.

ix. FITNESS CENTERS

1. Fitness centers are open daily during normal operating hours.
2. Patrons are encouraged to receive training on the apparatus before utilizing equipment
3. Each facility provides televisions for Patrons. Please be considerate when setting volume levels.
4. Individuals must be fourteen (14) years of age and older to use District Fitness Centers. Individuals 14-17 years of age must be accompanied by an adult.
5. Food, including chewing gum, is not permitted within the District Fitness Centers. Beverages, however, are permitted in the Fitness Centers if contained in non-breakable containers with screw-top or sealed lids.
6. Appropriate attire and footwear (covering the entire foot) must be worn at all times in the District Fitness Centers. Appropriate attire includes tee-shirts, tank tops, shorts, and/or athletic wear (no swimsuits).
7. Each individual is responsible for wiping off fitness equipment after use with the antiseptic wipes provided by the Districts.
8. Use of personal trainers is permitted in the District Fitness Centers with approval from the Amenity Manager.
9. Hand chalk is not permitted to be used in the District Fitness Centers.
10. Radios, tape players, MP3 players and CD players are not permitted unless they are personal units equipped with headphones.
11. No bags, gear, or jackets are permitted on the floor of the District Fitness Centers or on the fitness equipment.
12. Weights or other fitness equipment may not be removed from the District Fitness Centers.
13. Limit use of cardiovascular equipment to thirty (30) minutes and step aside between multiple sets on weight equipment if other persons are waiting.
14. Be respectful of others. Allow other Patrons and Guests to also use equipment, especially the cardiovascular equipment.
15. Replace weights to their proper location after use.
16. 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.
17. Any fitness program operated, established and run by the Amenity Manager may have priority over other users of the District Fitness Centers.

x. HORSESHOES

1. Horseshoe equipment, if available, may be obtained from the Shuffleboard storage closet.
2. Appropriate dress is required on the court.

3. No tossing of horseshoes while someone is in a pit or in the throwing lane. Horseshoes tumble when thrown and participants need to safely clear the pit.
4. Guests under the age of eighteen (18) years of age may play provided they are supervised by an adult Patron and are physically capable of tossing a shoe to the pit. Supervising adults are responsible for children's safety.

xi. INDOOR SPORTS COURTS

1. Various articles of equipment, if available, may be obtained from the equipment storage area.
2. Proper etiquette shall be adhered to at all times. The use of profanity or disruptive behavior is prohibited.
3. Proper athletic shoes and attire are required at all times while on the courts. Shirts must be worn. No black-soled shoes are allowed.
4. Proper safety equipment, such as protective eyewear, must be used when appropriate to the sport being played.
5. Beverages are permitted at the sports courts if they are contained in non-breakable containers with screw-top or sealed lids.
6. No chairs, other than those provided by the Districts, are permitted on the sports courts.
7. Guests under the age of eighteen (18) must be accompanied by an adult Patron.
8. Courts must be cleaned up after use.

xii. LAKES AND PONDS (FISHING)

1. Patrons may fish from any District owned Pond within the Lake Ashton Community Development District and Lake Ashton II Community Development District. Please check with the Amenity Manager for rules and regulations pertaining to fishing and for proper access points to these bodies of water.
2. No water crafts of any kind are allowed in the Ponds, except for small remote-controlled boats intended for recreational purposes.
3. Swimming, wading, and/or pets are not allowed in any Pond.
4. The Ponds may be occupied with Alligators and other wildlife that can present a danger to Individuals along the Pond banks. All Individuals should exercise extreme caution, but Individuals must be especially mindful of the risk if small children or pets are present. They should not be left unattended.
5. Regarding Ponds within the Golf Course:
 - a. The Districts encourage a "catch and release" policy for any fish caught in the Ponds because of the frequency with which the Golf Course is treated with herbicides and fertilizers which may produce run-off into the Ponds within the Golf Course.
 - b. Non-Golfers using the Ponds along the Golf Course must exercise extreme caution when Golfers are present and playing golf because of the risk of being hit by an errant golf ball or golf club. Non-Golfers using the Ponds should position themselves away from the flight of any Golfer's shot and be aware of Golfers hitting. Golf Carts being used by Non-Golfers using the Ponds should be parked way from play and off the Pathways/Bridges.

xiii. LIBRARY/MEDIA CENTERS

1. There are two library/media centers, one in the Clubhouse and one in the Community Center. They have books, puzzles, computers, tables, DVDs and an area for reading.
2. Books and puzzles are donated by Patrons for use by other Patrons. They may be removed but must be returned upon completion to either Amenity Facility.
3. District computers and their content, including email, are subject to monitoring and access by the District at any time with or without consent or prior knowledge of the user. The District reserves the right to monitor any use of network resources, to monitor computer and internet usage, including, but not limited to: sites visited, searches conducted, information uploaded or downloaded and to access, retrieve and delete any data stored in, created, received, or sent over the network or using network resources for any reason.
4. It is strictly prohibited to use a District compute for wireless internet access to seek, send or store Inappropriate Content (as defined herein) and/or for unauthorized copying of copyrighted material. Examples of copyrighted materials include, but are not limited to: commercial music, video, graphics, or other intellectual property. The Districts assume no responsibility for any damages, direct or indirect, that may occur from the use of its electronic resources. Users of the Districts computers and/or wireless internet access peruse the internet at their own risk, realizing the potential for accessing offensive, inaccurate, illegal, or fraudulent information.
5. The District reserves the right to revoke any User's access to the Districts' computers and/or wireless internet at any time.

xiv. MEDIA

1. Districts' Media (as defined herein) is provided for the dissemination of factual community information by the Districts to Patrons. The District hereby adopts a no commercial advertisements policy, including those related to Political Issues. This policy provides that the District will not, through its newsletter, e-blast system, website, on the recreational facilities walls or grounds or through other District medium, allow commercial advertisements of any kind, regardless of content. The only commercial advertisements permitted are those that are of official District or Club events, as determined by the Amenity Manager.
2. It is the intent of the Districts to maintain Media as a non-public forum for the dissemination of factual community information by the Districts to Patrons.
3. Clubs that meet the criteria for a Club under the Policies and are properly registered with the Amenity Manager, may submit material for inclusion in Media.
4. All information included in Media shall be limited to factual information, shall not advocate passage or defeat of a candidate, party, measure or other Political Issue, and shall not support, endorse or oppose a candidate for nomination or election to a public office or office of political party or public officer.
5. The provisions hereunder regarding Media shall not be interpreted to prohibit any publications, postings, mailings or information produced, endorsed or circulated by the Supervisor of Elections, local, state, federal or other government of competent jurisdiction

over the Districts or to such publications, postings, mailings or information permitted under local, state or federal law.

6. The Districts may accept paid political advertising that complies with Chapter 106, Florida Statutes, and all applicable local, state and federal laws. The advertising rates for such paid political advertising shall be the same as those rates charged to other members of the public for paid advertising. It is the sole responsibility of the party submitting the paid political advertising to ensure the advertisements compliance with all laws, including, but not limited to, those laws requiring mandatory language and/or a disclaimer within the paid political advertising.
7. Notwithstanding any of the foregoing, the Districts reserve full editorial rights to select, exclude, modify, add or delete material submitted for inclusion in Media, including the right to edit material relating to Political Issues, and the Districts additionally reserve the right to include a disclaimer in Media noting the LA CDD and LAII CDD does not endorse or support a particular candidate, party, measure or issue.

xv. PAVILION

1. Use of the Pavilion is by reservation only. Reservations can be made through the Amenities Manager's office.
2. The Pavilion is furnished with tables, chairs, fans, electricity, and grills. If you are unsure how to operate the grills or need assistance with any equipment, please contact the Amenity Manager or Staff for instructions.
3. If, at any time, the equipment at the Pavilion fails to operate properly, please contact the Amenity Manager or Staff for assistance.
4. Guests must be eighteen (18) years of age and older to operate the grills.
5. Ensure that the Pavilion and surrounding area is clean and free from trash and debris following any function. Patron who reserves and holds a function at the pavilion and fails to clean up and return it to the condition in which it was obtained may be charged a clean-up fee by the Amenity Manager.

xvi. PET PARKS

1. Pet parks are open daily from sunrise to sunset. Specific times will vary based on the time of year.
2. The security staff will unlock and lock the gates daily.
3. Both pet play parks welcome all sized pets.
4. Pets must be kept on a leash until through the transition gates. Owners must carry a leash with them at all times.
5. Owners are liable for the actions and behavior of their pets at all times.
6. All pets must wear a collar with identification, current license, and rabies certification. All pets must have all required current vaccinations.
7. All pet waste must be cleaned up immediately by the owners and disposed of properly in the receptacles provided.
8. Aggressive or unruly pets must be leashed and removed from the parks immediately.

9. Pets in heat, displaying aggression or signs of illness or disease are prohibited from using the facility until the circumstances are corrected. This applies equally to pets with worms, fleas, or ticks.
10. All pet handlers must be at least eighteen (18) years of age.
11. No children are allowed in the parks without adult supervision.
12. Pets are not allowed to dig holes. Their owners are responsible for immediately stopping the digging and refilling any holes with soil.
13. At the first sign of aggression or if a pet becomes unruly and plays too rough, the pet must be leashed and removed from the pet park immediately and banned for the remainder of the day. This will also cause a verbal warning to be issued to the owner by the Amenity Manager.
14. In the event the pet harms, bites or fights another pet or an owner, the pet will be banned from visiting the parks while other pets are present for a period of thirty days.
15. If a second incident of harm, biting, or fighting occurs within a six (6) month period, the pet will be banned from the pet park for one (1) year.

xvii. PICKLEBALL

1. Pickleball courts can be reserved through the Amenity Manager. Non-reserved courts are available for open play on a first-come, first-served basis.
2. Use of a pickleball court is limited to one hour when others are waiting, unless the court is used pursuant to a reservation discussed above. Play may continue if no one is waiting.
3. If you find it necessary to “bump” other players when it is your turn to play:
 - a. Never attempt to enter someone else’s court before your reservation time.
 - b. Never enter the court or distract players while others are in the middle of a point or game.
 - c. Wait outside the entrance gate and politely inform the players that you have a reservation time.
 - d. Allow players to finish one more point, and then begin the player changeover for the court.
 - e. If you are bumped from a court and wish to continue play, please notify the office Staff and they will do their best to get you on the next available court.
4. Proper pickleball etiquette shall be adhered to at all times. The use of profanity or disruptive behavior is prohibited.
5. Proper court shoes and attire, as determined by the Amenity Manager, are required at all times while on the courts. Shirts must also be worn at all times.
6. Due to demand, there is a three (3) Guest limit per court. Guests must be accompanied by a Patron and properly registered.
7. No jumping over nets.
8. Players must clean up after play. This includes “dead” balls, Styrofoam cups, plastic bottles, etc. The goal is to show common courtesy by leaving the court ready for play for Patrons who follow you.
9. Court hazards or damages must be reported to the Amenities Manager for repair.
10. No permanent boundary markers or lines may be placed on the courts, other than the existing lines.

11. Beverages are permitted at the facility if they are contained in non-breakable containers with screw-top or sealed lids. No food or glass containers are permitted on the tennis courts.
12. No chairs, other than those provided by the District are permitted on the pickleball courts.
13. Lights at the pickleball facility must be turned off after use.

xviii. RESTAURANT

1. The Lake Ashton Clubhouse restaurant is open to Patrons and Non-Residents. Operating hours and menu are determined by the restaurant and are posted at the Clubhouse and on www.ashtonliving.net.
2. Proper attire must be worn at all times when in the restaurant or when seated on its patio; shoes and shirts are required.
3. All Patrons and Guests are also required to adhere to any posted Policy regarding the restaurant that has been approved by the Board of Supervisors.

xix. SHUFFLEBOARD

1. Shuffleboard equipment, if available, may be obtained from the Shuffleboard storage closet.
2. Appropriate dress is required on the court. Shirts and shoes are required at all times.
3. Pucks or sticks are not to be thrown.
4. No person or person(s) should walk on or across the Shuffleboard Court.
5. Guests under eighteen (18) years of age may play if supervised by an adult Patron who understands the rules and regulations of the game.

xx. SPA

1. There is no lifeguard on duty. Patrons and Guests swim at their own risk and must adhere to swimming pool rules at all times.
2. Spa is open during normal operating hours.
3. You must be thirteen (13) years of age to use the spa.
4. Children under the age of eighteen (18) must be accompanied by an adult.
5. Maximum capacity is seven (7) people.
6. No food or beverages are allowed within six (6) feet of the spa.
7. Beverages must be in non-breakable containers with a lid.

xxi. SWIMMING POOLS

1. The Swimming pool is open for free swim unless restricted due to the scheduling of swim lessons and aquatic/recreational programs approved by the Amenity Manager.
2. There is no lifeguard on duty. Patrons and Guests swim at their own risk and must adhere to swimming pool rules at all times.
3. All Patrons must present proper identification or Guest Passes when requested by Staff. As a rule, a Resident may allow up to four (4) Guests to the swimming pool areas.
4. Use of the swimming pools is permitted only during designated hours.

5. Pool and spa availability may be limited or rotated in order to facilitate maintenance of the facility and to maintain health code regulations.
6. Any person swimming during non-posted swimming hours will be subject to suspension and termination policy.
7. Guests under eighteen (18) years of age must be accompanied by an adult at all times
8. Proper swim attire (no cutoffs) must be worn in the pool.
9. 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 swimsuit over the swim diaper, to reduce the health risks associated with human waste in the swimming pool/deck area.
10. Adults with bladder control issues or incontinence must wear appropriate attire.
11. The changing of diapers or clothes is not allowed poolside.
12. Showers are required before entering the pool.
13. No one shall pollute the pool. Anyone who pollutes the pool is liable for any costs incurred in treating and reopening the pool.
14. Loud, profane, or abusive language is absolutely prohibited; no physical or verbal abuse will be tolerated.
15. Diving is prohibited; no diving, jumping, pushing, running, throwing any item or other horseplay is allowed in the pool or on the pool deck area.
16. No pets (except service animals), bicycles, skateboards, roller blades, scooters and golf carts are permitted on the pool deck area.
17. Radios, tape players, CD players, MP3 players and televisions are not permitted unless they are personal units equipped with headphones or for scheduled activities such as aqua fitness classes.
18. Play equipment, such as floats, rafts, snorkels, flotation devices and other recreational items must meet with Staff approval. Radio controlled water craft are not allowed at any time in the pool area. The facility reserves the right to discontinue usage of such play equipment during times of peak or scheduled activity at the pool, or if the equipment causes a safety concern.
19. Pool entrances must be kept clear at all times.
20. No swinging on ladders, fences, or railings is allowed.
21. Pool furniture is not to be removed from the pool area.
22. No food or drink are allowed within the area of the wet pool deck (which is defined as the area within four (4) feet of the pool).
23. Food and drinks are permitted outside the wet pool deck area. Glass containers, dishes, and drinking cups are prohibited. Food and non-alcoholic beverages may be brought to the pool area for personal use.
24. No chewing gum is permitted in the pool or spa or on the surrounding deck areas.
25. The Districts are not responsible for lost or stolen items.
26. Chemicals used in the pool/spa may affect certain hair or fabric colors. The Districts are not responsible for these effects.
27. The Amenity Manager will control whether swimming is permitted in inclement weather, and the pool facility may be closed or opened at their discretion. While at the Clubhouse outdoor Pool, if the lightning alarm sounds, all Patrons must evacuate the pool immediately.

xxii. TENNIS COURTS

1. Tennis courts can be reserved through the Amenity Manager. Non-reserved courts are available for open play on a first-come, first-served basis. Patrons desiring to use the tennis courts should check with Staff to verify availability. Use of a tennis court is limited to one and a half (1.5) hours when others are waiting, unless the court is used pursuant to a reservation discussed above. Play may continue if no one is waiting.
2. If you find it necessary to “bump” other players when it is your turn to play:
 - a. Never attempt to enter someone else’s court before your reservation time.
 - b. Never enter the court or distract players while others are in the middle of a point or game.
 - c. Wait outside the entrance gate and politely inform the players that you have a reservation time.
 - d. Allow players to finish one more point, and then begin the player changeover for the court.
 - e. If you are bumped from a court and wish to continue play, please notify the office Staff and they will do their best to get you on the next available court.
3. Proper tennis etiquette shall be adhered to at all times. The use of profanity or disruptive behavior is prohibited.
4. Proper tennis shoes and attire are required at all times while on the courts. Shirts must be worn at all times.
5. Guests are limited to three (3) to a single court. Guests under the age of eighteen (18) are not allowed to use the tennis facility unless accompanied by an adult Patron.
6. No jumping over nets.
7. Players must clean up after play. This includes “dead” balls, Styrofoam cups, plastic bottles, etc. The goal is to show common courtesy by leaving the court ready for play for Patrons who follow you.
8. Court hazards or damages of any type need to be reported to the Amenity Manager for repair.
9. Persons using the tennis facility must supply their own equipment (rackets, balls, etc.).
10. No permanent boundary markers or lines may be placed on the tennis courts, other than the existing tennis lines.
11. Beverages are permitted at the tennis facility if they are contained in non-breakable containers with screw-top or sealed lids. No food or glass containers are permitted on the tennis courts.
12. No chairs, other than those provided by the District, are permitted on the Tennis Courts.
13. Lights at the tennis facility must be turned off after use.
14. A Spinshot tennis ball machine is available at the Clubhouse tennis facility. Use of the machine must be used in accordance with posted instructions. Training for the use of the equipment must occur prior to use and persons using this piece of equipment do so at their own risk.

xxiii. WILDLIFE

1. When using the Amenity Facilities, including especially outdoor areas and open spaces, please adhere to the following guidelines in regards to non-domesticated animals (“Wildlife”):

- i. Wildlife encountered within the Amenity Facilities should never be approached.
 - ii. Never leave small children unattended.
 - iii. Never feed wild animals, or leave food/garbage unattended.
 - iv. Wildlife are likely to be present in all natural waters or wetlands. Please take caution and be vigilant when close to such areas.
2. The Lake Ashton Community is a natural Wildlife habitat; therefore, exercise caution and vigilance at all times.
 3. Please visit the Florida Fish and Wildlife Conservation Commission's website for more information regarding interaction with Wildlife common to Florida, found here: <https://myfwc.com/conservation/you-conserve/wildlife/>

xxiv. GOLF COURSE

1. **Cart Paths and Bridges**

- i. All Pathways/Bridges within the Golf Course are shared equally between golfers, golf carts, pedestrians and bicyclists. Use of the Pathways/Bridges by Non-Golfers during hours when golf is being played creates potential safety hazards; therefore, all users of the Golf Course must exercise extreme caution when golf is being played.
- ii. To reduce danger and likelihood of being struck by a golf ball, Non-Golfers should walk or ride in the opposite direction of play (starting on Hole 18 and ending on Hole 1), pause as golfers ("Golfers") are about to hit, and only continue once the Golfers have struck their balls. Golfers should wave Non-Golfers through if the approaching Non-Golfers are fast moving or can pass by quickly.
- iii. **Non-Golfers must stay on the Pathways/Bridges or Pond banks.** Non-Golfers are encouraged to monitor the daily email circulated by Pro Shop staff members announcing course conditions, closures, and starting times for the groups on each course. In doing so, Non-Golfers can identify periods when no golfers are on the course. One course is normally closed on Monday and League play (Tuesday, Wednesday, and Thursday) does not start until 9:00 a.m.; however, Non-Golfers should check the conditions of each course before use. Additionally, it is generally safer to walk before 8:00 a.m. or after 4:00 p.m., when golfers are less likely to be present.
- iv. Pathways adjacent to Ponds and bridges can be dangerous. Golf Carts should operate at a safe speed and always use headlights after dusk. Extreme caution should be taken when traveling through standing water on Pathways.
- v. Pets are permitted to be walked and exercised on the Pathways/Bridges. At no time should they be in the fairways or within thirty feet of a green. Pets must be on leash or in a Golf Cart at all times. Pet owners are responsible to pick up after their pet.
- vi. **Use Golf Course At Own Risk:** All Individuals who enter the Golf Course and/or utilize Pathways/Bridges and/or Ponds, including as a Non-Golfer pedestrian or within a Golf Cart, shall do so at his or her own risk as further provided in Section XII herein and assumes all risks associated with entering property used for playing golf, including but not limited to errant golf balls and golf clubs.

2. **Ponds within the Golf Course**

- i. The Districts encourage a “catch and release” policy for any fish caught in the Ponds because of the frequency with which the Golf Course is treated with herbicides and fertilizers which may produce run-off into the Ponds within the Golf Course.
- ii. Non-Golfers using the Ponds along the Golf Course must exercise extreme caution when Golfers are present and playing golf because of the risk of being hit by an errant golf ball or golf club. Non-Golfers using the Ponds should position themselves away from the flight of any Golfer’s shot and be aware of Golfers hitting. Golf Carts being used by Non-Golfers using the Ponds should be parked way from play and off the Pathways/Bridges.
- iii. See Section XI.xii. for additional rules regarding Ponds.

3. Golf

- i. Golf may be played at the Golf Course for a fee. Any unauthorized individual found using the Golf Course facilities or playing the course will be asked to make restitution. If payment is not received, the individual will be removed and receive a warning.
- ii. Tee times are available upon request through the Pro Shop. Prior to play, Golfers must report to the Pro Shop. Golfers are asked to abide by local rules regarding dress, behavior, and play. Golfers should comply with announcements on course playing conditions.
- iii. Golfers are reminded that they share the Pathways/Bridges and Ponds with Non-Golfers. Golfers do not have any higher priority for use than any Non-Golfer and need to be considerate in allowing use by all Lake Ashton Community members.

xxv. GOLF CARTS

- 1. Golf Cart operations within the Districts shall abide by all applicable provisions of this Policy, Florida Statutes, as amended, and local ordinances and regulations, including, but not limited to, compliance with Chapters 316 and 320, *Florida Statutes*, all traffic control devices, local traffic laws, and the City of Winter Haven’s Ordinance Sec. 18-155.
- 2. All Golf Carts used on or within the Amenities, including but not limited to the Golf Course and the Pathways/Bridges, must be registered at LAII CDD’s Health and Fitness Center. Registration includes acknowledgement of these Policies, including specifically but not limited to this Section XI.xxv. (GOLF CARTS) and Section XII. (USE AT OWN RISK; INDEMNIFICATION) and displaying the appropriate Golf Cart decal when operating a Golf Cart within or on the Amenities. If the decal is not properly displayed, the Golf Cart operator will be asked to leave the Amenity.
- 3. Safety Recommendations: the Districts recommends all owners and/or operators of Golf Carts used on or within the Amenities abide by the following safety recommendations:
 - i. Use extreme caution when traveling on Pathways/Bridges, especially if within the Golf Course when golf is being played;
 - ii. The Districts recommend Golf Cart owners obtain liability insurance insuring against personal injury and damage to property with limits of at least \$300,000;
 - iii. Equip Golf Cart with efficient brakes, reliable steering apparatus, safe tires, a rearview mirror, and red reflectorized warning devices in both the front and rear.
 - iv. Regularly check Golf Cart for safe operation of brakes, lights, steering, turn signals, and tires.

- v. Make sure batteries are charged to good operating levels.
- vi. When passing or approaching another Golf Cart on a path, one Golf Cart should move to the side toward the Amenity property to allow the other cart to pass. Under no circumstances, should passing Golf Carts drive onto private property.
- vii. Passengers and drivers should keep all body parts inside the Golf Cart while it is in motion;
- viii. Passengers should have both feet planted firmly on the floor while the Golf Cart is moving;
- ix. Passengers should sit with their right hip against the right arm of the seat;
- x. Passengers should be aware of traffic conditions. A sharp, unexpected turn can throw a rider from the Golf Cart. On turns and fast straightaways, passenger should use right hand to grasp the right arm of the seat.

XII. USE AT OWN RISK; INDEMNIFICATION

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

Should any Patron, Guest, or other person, bring suit against the Indemnitees in connection with the Activities or relating in any way to the Amenities, and fail to obtain judgment therein against the Indemnitees, said Patron, Guest, or other person shall be liable to the Districts for all attorney’s fees, costs, and other expenses for investigation and defense and in connection with, among other proceedings, alternative dispute resolution, trial court, and appellate proceedings.

The waiver of liability contained herein does not apply to any act of intentional, willful or wanton misconduct by the Indemnitees.

For purposes of this section, the term “Activities,” shall mean the use of or acceptance of the use of the Amenities, utilization of the Golf Course, Pathways/Bridges, and/or Ponds (including but not limited to as a pedestrian or within a Golf Cart), or engagement in any contest, game, function, exercise, competition, sport, event, or other activity operated, organized, arranged or sponsored by the Districts, its contractors or third parties authorized by the Districts.

XIII. SOVEREIGN IMMUNITY

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

XIV. SEVERABILITY

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

XV. OTHER RULES AND POLICIES

The Districts have also adopted other rules and policies governing the use of District property. Please contact the District Manager for copies of all such rules and policies

JOINT AMENITY FACILITIES POLICIES

OF THE

**LAKE ASHTON
COMMUNITY DEVELOPMENT DISTRICT**

AND

**LAKE ASHTON II
COMMUNITY DEVELOPMENT DISTRICT**

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JOINT AMENITY FACILITY POLICIES:
Lake Ashton Community Development District
Lake Ashton II Community Development District

Law Implemented: ss. 190.011, 190.035, Fla. Stat. (2019)

Effective Date: October 19, 2020

Deleted: September 27, 2019

In accordance with Chapter 190 of the Florida Statutes, and on October 19, 2020, at a duly noticed joint public meeting and after a duly noticed joint public hearing, the Boards of Supervisors of the Lake Ashton Community Development District and Lake Ashton II Community Development District adopted the following rules / policies to govern the operation of the Districts' Amenity Facilities. All prior rules / policies of the Districts governing this subject matter are hereby rescinded.

Deleted: September 27, 2019

I. DEFINITIONS

“Amenity Facilities” or “Amenities” - shall mean the properties and areas owned by the Districts and intended for recreational use and shall include, but not specifically be limited to, the Lake Ashton Clubhouse, the Lake Ashton Health and Fitness Center (HFC), the Golf Course, and the Pathways/Bridges, together with appurtenant facilities and areas.

Deleted: and

“Amenities Facilities Policies” or “Policies” – shall mean the Joint Amenity Facilities Policies of the Lake Ashton Community Development District and Lake Ashton II Community Development District.

“Amenity Manager” – shall be each respective Districts’ “Community Director,” or in his/her absence, the designated representative.

“Board of Supervisors” or “Boards” – shall mean the Board of Supervisors of the Lake Ashton Community Development District and/or Lake Ashton II Community Development District.

“Commercial Purposes” – shall mean those activities which involve, in any way, the provision of goods or services for compensation but shall not include any activities of the Districts.

“Districts” – shall mean the Lake Ashton Community Development District (“LA CDD”) and Lake Ashton II Community Development District (“LAIID CDD”), each a political subdivision of the State of Florida, created pursuant to Chapter 190 of the Florida Statutes. Each individually may be referred to herein as a “District.”

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

“Golf Cart” – shall be defined as such term and the term ‘low-speed vehicle’ is defined in Florida Statutes, as amended.

“Golf Course” – shall mean the Lake Ashton Golf Club properties and facilities within the Districts.

“Guest” – shall be any Non-Resident invited by a Patron to access and use the Amenity Facilities. Guests must be properly registered and comply with all Policies. (A Patron’s ability to register may be reviewed by an Amenity Manager if exceeding 12 Guest registrations annually.)

“Individual” – shall mean any Patron, Guest, or Non-Resident utilizing an Amenity.

“Inappropriate Content” – shall mean content that is fraudulent, harassing, embarrassing, sexually explicit, profane, obscene, intimidating, defamatory, or contains sexual comments, obscenities, nudity, pornography, abusive or degrading language, antisocial behavior, or inappropriate comments concerning race, color, religion, sex, national origin, marital status, or disability, violates any District Policies or rules, has the potential to cause the District(s) public harm or disrepute, or is otherwise unlawful..

“Lake Ashton Community” or “Community” – shall mean the Lake Ashton residential golf development within which both the LA CDD and LAII CDD are located.

“May” and “Shall” - as used herein, the word “may” is permissive; the word “shall” is mandatory.

“Media” – shall mean certain publications and media produced by the Districts and solely intended to provide community information, including but not limited to the Lake Ashton Times.

“Non-Resident” – shall mean any person(s) who does not own or rent property within either District and has not paid the Annual User Fee.

“Non-Golfer” – shall mean any Individual on the Golf Course not playing golf.

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

“Non-Resident Member” – shall mean any individual not owning or renting property in either District who is paying the Annual User Fee to the District(s) for the non-exclusive right to use of all Amenity Facilities.

“Pathways/Bridges” – shall mean all golf cart pathways, walking paths, and/or ancillary bridges within the Golf Course.

“Patron” or “Patrons” – shall mean Residents, Non-Resident Members, and Renters/Leaseholders.

“Political Issue” – shall mean any candidate, whether partisan or nonpartisan, political party, issue, referendum, or amendment that is subject to a vote of electors, whether local, state or federal.

“Ponds” – shall mean one of the over sixty (60) lakes or ponds located within the Lake Ashton Community.

“Renter/Leaseholder” (residential) – shall mean any tenant residing in a Resident’s living unit pursuant to a valid rental or lease agreement.

“Rental Facilities” – shall mean the Amenity Facilities available to Patrons, Non-Residents, and Lake Ashton Community organizations for rent or reservation including, but not limited to, the Ballroom, Reflection Garden, Card Rooms, Cinema, Conference Rooms, HFC, Courtyard, Catering Kitchen, Sports Court, Poker Room, and Craft Rooms.

“Resident” – shall mean any person or persons owning a home or lot within either District.

“Staff” – shall mean any employee, contractor, or volunteer that works under the Amenity Manager or District Manager.

II. PURPOSE

This document, jointly prepared and agreed to by both the LA CDD and LAII CDD Boards of Supervisors, applies to all Individuals, pursuant to usage of all Amenities within both Districts. Compliance with the Policies and provisions is mandatory and will be enforced.

The Board(s), the District Manager, the Amenity Manager and Staff shall have full authority to enforce these Policies. However, the Boards by a vote at a public meeting, District Manager, and/or Amenity Manager shall have the authority in its/their sole discretion to waive strict application of any of these Policies when prudent, necessary or in the best interest of the Districts and Patrons, provided however, any permanent waiver must be approved by both Boards and such a temporary waiver of any Policy by the Amenity Manager shall not constitute a continuous, ongoing waiver of said Policy.

The Boards jointly reserve the right to amend, modify, or delete, in part or in their entirety, these Policies when necessary, at a duly-noticed Board meeting, and will notify the Patrons of any changes. Use of the Amenity Facilities may be subject to payment of applicable fees or rates set by the respective Districts. To change or modify rates or fees beyond the increases specifically allowed by District(s) rules and regulations, the Boards must hold a duly-noticed public hearing on said rates and fees. Each district may unilaterally update rules specific to amenities solely within their respective boundaries.

III. AUTHORIZED USERS

Only Patrons and Guests are authorized to use the Amenity Facilities (each such a “Users”), all as further provided within these Policies and below; provided however certain events may be available to the general public where permitted by the Districts and subject to payment of any applicable fees and satisfaction of any other applicable requirements. Specifically, Users are subject to the following:

RESIDENTS: Residents, upon producing proper identification, can access and use all Amenity Facilities within the Districts. They are entitled to bring up to four (4) guests at a time, unless other arrangements have been made with an Amenity Manager.

RENTERS/LEASEHOLDERS: Residents who rent or lease out their residential unit(s) in the Districts shall have the right to designate the Renter/Leaseholder of their residential unit(s) as the beneficial users of the Resident’s membership privileges for purposes of Amenity Facilities use.

The Renter/Leaseholder may be required to acquire a membership with respect to the residence which is being rented or leased, as well as purchase an ID card in order to be entitled to use the Amenity Facilities. A Renter/Leaseholder who is designated as the beneficial user of the Resident’s membership shall be entitled to the same rights and privileges to use the Amenity Facilities as the Resident.

During the period when a Renter/Leaseholder is designated as the beneficial user of the membership, the Resident shall not be entitled to use the Amenity Facilities with respect to that membership.

Residents shall be responsible for all charges incurred by their Renters/Leaseholders which remain unpaid after the customary billing and collection procedure established by the Districts. Resident owners are responsible for the deportment of their respective Renter/Leaseholder.

NON-RESIDENT MEMBERS: Non-Residents may pay an Annual User Fee and have access to all Amenity Facilities. As previously set by each District, both District’s Annual User Fee for any person not owning real property within the District is \$2,400.00 per year (split evenly amongst LA CDD and LAII CDD, as permitted by law), and this fee shall include privileges for two (2) people. Such Annual User Fee is adopted by: (i) LA CDD, pursuant to its Chapter II: Non-Residents User Fees, last set on February 26, 2007; and (ii) by LAII CDD, pursuant to its Chapter II: Non-Residents User Fees, last set on January 8, 2008. This payment must be paid-in-full at the time of completion of the Non-Resident Member application and the corresponding agreement. This fee will cover membership to all Amenity Facilities for one (1) full year from the date of receipt of payment by either District. Each subsequent annual membership fee shall be paid-in-full on the anniversary date of application for membership. Each District retains the authority to establish its own Annual User Fee, per these policies it is the intent of both Districts to set both Annual User Fees at the same level. As previously provided in the Districts rules setting such Annual User Fees, such fee may be increased, not more than once per year, by actions of the respective Boards, to reflect increased costs of operation of the Amenity Facilities. This membership is not available for commercial purposes.

GUESTS: All Guests, regardless of age, must register with the office of the Amenity Manager prior to using the Amenity Facilities. The Patron inviting the Guest must be present upon registration, unless other arrangements have been made with the Amenity Manager's office.

All Guests under eighteen (18) years of age must be accompanied at all times while using the Amenity Facilities by a parent or adult Patron over eighteen (18) years of age.

Guests over the age of eighteen (18) must register and may use the Amenity Facilities unaccompanied by Patron, and must also sign a waiver of liability.

Patrons who have registered a Guest are responsible for any and all actions taken by said Guest. Violation by a Guest of any of these Policies as set forth by the Districts could result in loss of that Patron's privileges and membership as set forth in Section 5 – Suspension and Termination of Privileges.

IV. IDENTIFICATION CARDS

ID cards (or similar access devices) may be issued to all members of each Resident's household and/or Non-Resident Members. Guest Passes shall be issued to all Guests upon registering with Amenity Manager. Each Patron and/or Guest will be required to present proper credentials upon request by Staff. If not presented, the individual will be asked to leave the venue. Renters/Leaseholders will be required to purchase their own ID cards (or similar access devices). All lost or stolen ID cards should be reported immediately to the Amenity Manager's office. A fee will be assessed for any replacement cards or additional cards.

V. LOSS OR DESTRUCTION OF PROPERTY AND/OR INSTANCES OF PERSONAL INJURY

Patrons and their Guests assume sole responsibility for his or her personal property. The District and its contractors shall not be responsible for the loss or damage to any private property used or stored on or in any of the Amenity Facilities.

Any Patron or Guest utilizing District equipment is responsible for said equipment. Should the equipment be returned to the District damaged, missing pieces or in worse condition than when it was when usage began, that Patron or Guest will be responsible to the District for any cost associated with repair or replacement of the equipment.

Individuals 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 Districts or its contractors, or who engages in any contest, game, function, exercise, competition or other activity operated, organized, arranged or sponsored by the Districts, either on or off the Amenity Facilities' premises, shall do so at his or her own risk, and shall hold the Amenity Facilities' owners, the District, the Board of Supervisors, District employees, District representatives, District contractors and District agents, harmless from any and all loss, cost, claim, injury, damage or liability sustained or incurred by him or her, resulting therefrom and/or from any act of omission of the Districts, or their respective operators, supervisors, employees, representatives, contractors

or agents. Any Patron shall have, owe, and perform the same obligation to the Districts and their respective operators, supervisors, employees, representatives, contractors, and agents hereunder with respect to any loss, cost, claim, injury, damage or liability sustained or incurred by any Guest or family member of said Patron.

Should any party bound by these Policies bring suit against the District, the Board of Supervisors or Staff, agents or employees of the District, or any Amenity Facility operator or its officers, employees, representatives, contractors or agents in connection with any event operated, organized, arranged or sponsored by the District or any other claim or matter in connection with any event operated, organized, arranged or sponsored by the District, and fail to obtain judgment therein against the District or the Amenity Facilities' operators, officers, employees, representatives, contractors or agents, said party bringing suit shall be liable to the prevailing party (i.e., the District, etc.) 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.

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

VI. SUSPENSION AND TERMINATION OF PRIVILEGES

i. **Offenses:** An Individual's privileges to use the Amenity Facilities may be subject to various lengths of suspension or termination for up to one (1) calendar year by the Board of Supervisors, and the Individual may also be required to pay restitution for any property damage, if he or she:

1. fails to abide by any District rules or policies, including but not limited to these Policies and the Amenity Rate Rules;
2. submits false information on the application for a photo ID card or Guest pass;
3. permits unauthorized use of a photo ID card or Guest pass;
4. exhibits unsatisfactory behavior, deportment, or appearance;
5. engages in unreasonable and abusive behavior that threatens the welfare, safety or reputation of the District, or its supervisors, Staff, contractors, vendors, or other Patrons or Guests;
6. treats the Districts' supervisor, Staff, contractors, vendors, or other Patrons or Guests in an unreasonable or abusive manner;
7. damages or destroys District property.

ii. **Suspension and Termination Process:** In response to any violation of the rules, regulations, policies and procedures specified herein, including, but not limited to, those set forth in the section (i) above, the Districts, through its Boards, District Manager, and/or Amenity Manager, may follow the process outlined below with regard to suspension or termination of a Patron's or Guest's privileges:

1. First Offense – Verbal warning by Staff of such violations; the warning shall be summarized in a brief written report by Staff and kept on file in the Clubhouse and Community Center.
2. Second Offense – Written warning by Staff of continued violations sent by certified mail to the Patron/Guest and kept on file in the Clubhouse and Community Center offices. In addition, the Patron/Guest will be suspended from the Amenity Facilities for the remainder of the day on which the written warning is issued.
3. Third Offense – Automatic suspension by the Amenity Manager of all Amenity Facilities privileges for one (1) week. A written report will be created; a certified letter will be sent to the Patron/Guest and a copy of such letter kept on file in the Clubhouse and Community Center Offices.
4. Fourth Offense – Automatic suspension by the Amenity Manager from all Amenity Facilities for up to thirty (30) days or until the date of the next meeting of the Board of Supervisors of the District within which the violation occurred, whichever occurs first. An complete record of all previous documented offenses within the previous twelve (12) months will be presented to the Board for recommendation of suspension beyond thirty (30) days or possible termination of the Patron's/Guest's privileges for up to one (1) calendar year from the Board's approval of termination of privileges.

iii. **Health, Safety, Welfare.** Notwithstanding anything contained herein, the Amenity Manager may, at any time, remove, restrict or suspend an individual's privileges when such action is necessary to protect the health, safety and welfare of Districts' supervisor, Staff, contractors, vendors, or other Patrons and their Guests, or to protect the Amenity Facilities from damage.

Such restriction or suspension shall be for a maximum period of thirty (30) days or until the date of the next meeting of the Board of Supervisors of the District within which the violation occurred, whichever occurs first. Such infraction and suspension shall be documented by the Amenity Manager. The Operations Manager, District Manager and Board of Supervisors shall be notified to review this action at the next Board of Supervisors meeting.

iv. **Jurisdiction Reciprocal.** The ability to suspend or terminate privileges as provided herein shall be held by the District, through its Boards, District Manager, and/or Amenity Manager, in whose boundaries the violation at issue occurred. Violations that result in a suspension or termination in one District shall be brought up at the next Board of Supervisors meeting for the other District. Suspension or termination of privileges shall in no way prevent a member of the District Boards, the District Manager, District staff or members of the public from attending a duly advertised public meeting of either District.

v. **Appeals.** Any Individual who has his or her Amenities privileges restricted/suspended for at least thirty (30) days and/or terminated in accordance with this Policies

may appeal such restriction, suspension, or termination to the respective Board for reversal or reduction at the next regular meeting of such Board. The Board's decision on appeal shall be final.

VII. RESERVING FACILITIES

Amenity Facilities are available on a first-come, first-served basis, and subject to applicable fees or rates as set by the appropriate District. Requests to reserve facilities should be submitted through the Staff at the appropriate Amenity Facility.

Reservations are available for up to three (3) hour increments for all facilities listed in the reservation policy, with the exception of the Ballroom and HFC. These can be reserved for periods up to five (5) hours. Longer time increments may be approved by the Amenity Manager. There are no personal "standing" weekly reservations allowed for the Amenity Facilities listed in the reservation policies. Clubs and organizations may make "standing" reservations. These will be reviewed semi-annually by the Amenity Manager.

The Amenity Manager can reschedule any reservation if requested by a District. The Clubhouse or HFC must be notified if a scheduled reservation cannot be kept so the slot may be re-assigned. Reservations will be held for 15 minutes past your scheduled start time before re-assigning the reservation time slot.

VIII. RENTAL FACILITIES TERMS

Amenity Facilities are available for rent by Patrons, Lake Ashton approved Clubs/Organizations, and Non-Residents in accordance with the Policies of the District and the laws of the State of Florida. A complete list of Amenity Facilities available for rent, along with associated fees and deposits, are located as follows: (i) for LA CDD, in its Chapter III: Rules for Amenities Rates, last revised on September 7, 2018; and (ii) for LAII CDD, in its Chapter III: Rules for Amenities Rates, last revised on August 22, 2019, as may be amended from time to time (collectively, the "Amenity Rate Rules").

For functions held at an Amenity Facility having more than 25 people in attendance, a final guaranteed number of guests is to be conveyed to the Amenity Facilities events planner no later than five (5) days before the date of the scheduled event. In absence of a final guarantee, the number indicated on the original agreement will be considered correct. A check shall be made payable to the applicable District.

If required by the Amenity Rate Rules of the respective District, deposit(s) or fees shall be submitted to the Clubhouse or HFC in the form of a separate check made payable to the "Lake Ashton Community Development District" or the "Lake Ashton II Community Development District," as applicable.

IX. CLUBS AND OTHER ORGANIZATIONS

Any club, group or organization (collectively, "Clubs") desiring to utilize the Amenity Facilities activities display space, Channel 96/732, Coffee Meetings, or the Lake Ashton Times

newsletter to promote Club activities must be registered with the Amenity Manager and meet the following criteria:

1. Clubs must be comprised of a minimum of at least five (5) active members; all members must be Residents or Renters/Leaseholders.
2. No Club may be formed, and no activities held within the Amenities Facilities, for commercial or profit-making purposes.
3. The purpose of each Club must be to provide lifestyle-enhancing opportunities to Residents or Renters/Leaseholders and not to effectuate sales of products or services. No one household can profit from the club. Clubs may generate funds through dues and proceeds from Club organized events. If a Club chooses to generate funds, a check-and-balance system must be in place as well as a Club checking account.
4. Club membership and Club activities must be available to all Residents or Renters/Leaseholders. Criteria for Club membership should be governed by the individual club's by-laws.
5. Rules applying to the formation and admissibility of Clubs may be modified at the discretion of the Boards.
6. Violations of these Policies by any Club may result in the loss of that Club's privileges within the Amenity Facilities.

X. AMENITY POLICIES – GENERAL USAGE

CONDUCT: Individuals using the Amenity Facilities are expected to conduct themselves in a responsible, respective, courteous and safe manner, in compliance with all Policies/provisions and rules of the Districts governing the Amenity Facilities. Violation of the District(s) Policies and/or misuse or destruction of Amenity Facilities equipment may result in the suspension or termination of Amenity Facilities privileges with respect to the offending Individual.

CONFLICTS: Conflicts between Amenity users should be referred to Staff or security. Under no circumstances should verbal or physical confrontation occur between Amenity users.

ALCOHOL: All persons must be twenty-one (21) years of age to consume alcohol at any Amenity Facility, and must do so in a responsible manner.

In regards to LA CDD's Clubhouse: no alcohol may be brought into the physical structure of the Clubhouse, adjoining outdoor patio and pool deck. Alcoholic beverages held and/or consumed within the physical structure of the Clubhouse, adjoining outdoor patio and pool deck must be purchased through the holder of the liquor license registered with the State of Florida to serve alcoholic beverages at 4141 Ashton Club Drive, Lake Wales, Florida. Any registered holder of said liquor license shall be required to provide the Amenity Manager with an applicable certificate of insurance naming the District as an additional named insured.

In regards to LAII's Community Center: The Community Center Amenity Manager may approve consumption of alcohol for events held at the Community Center by a vendor who is in possession of a valid liquor license and proof of insurance. See Section XI(vi) regarding the Community Center herein for more specific information regarding alcohol at the Community Center.

SMOKING: Lake Ashton is a smoke-free community. Smoking tobacco products or electronic cigarettes are prohibited at all facilities and venues unless in a designated area

PETS: Pets, (with the exception of duly registered service animals) are not permitted at Amenities Facilities with the exception of Pet Parks. If a special event allowing pets has been approved by the Amenity Manager, pets must be leashed or in an appropriate carrier, or placed in a cage. Users are responsible to pick up after their pets and to dispose of any waste in a designated pet waste receptacle or outdoor dumpster.

PARKING: Vehicles must be parked in designated areas. Vehicles, bicycles and golf carts should not be parked on grass lawns, in any way which blocks the normal flow of traffic, or in any way that limits the ability of emergency service workers to respond to situations. The Amenity Manager reserves the right to waive this parking restriction in the event overflow parking is needed for a large event.

OVERNIGHT PARKING: There shall be no overnight parking in Amenity Facility parking lots.

OFF-ROAD VEHICLES: Off-road motorbikes/vehicles, excluding golf carts, are prohibited on all property owned, maintained and operated by the District(s).

FIREWORKS: Fireworks of any kind are not permitted on any Amenity Facility or property held by the Districts, with the following exception: the respective Board may approve the use of fireworks over specific bodies of water within its District's boundaries.

SERVICE AREAS: Service areas within the Amenity Facilities are off-limits except for Staff.

DRONES: Drones and all forms of unmanned aerial vehicles are not permitted to be used inside Amenity Facility buildings any time without the written authorization of the District, except as permitted by law or regulation of an applicable government entity.

CHILD CARE: The District will not offer childcare services to Patrons or Guests at any of the Amenity Facilities.

SKATEBOARDING: Skateboarding is not permitted on the Amenity Facilities property at any time. Roller blading is permitted on cart paths and roadways only.

OUTSIDE ENTERTAINMENT: Performances at any Amenity Facility, including those by outside entertainers, must be approved, in advance, by the Amenity Manager.

ADVERTISING: Advertisements for Commercial Purposes shall not be posted or circulated in the Amenity Facilities. Petitions, posters, or promotional material shall not be originated, solicited, circulated or posted on Amenity Facility property unless approved, in writing, by the Amenity Manager.

COMMERCIAL PURPOSES: Activities with Commercial Purposes must have approval from the Amenity Manager

UNATTENDED GUESTS: Amenity users should not leave Guests who have adverse or debilitating health conditions unattended in any of the Amenity Facilities or District property.

PROGRAM/ACTIVITY APPROVAL: All programs and activities, including the number of participants, equipment and supplies usage, facility reservations, etc., at all Amenity Facilities must be approved by the Amenity Manager.

MANAGEMENT SPONSORED EVENTS: The Amenity Manager has the right to authorize management-sponsored events and programs to better serve the Patrons, and to reserve any Amenity Facility for said events (if the schedule permits) and to collect revenue for those services provided. This includes, but is not limited to, various athletic events, cultural programs and social events, etc.

LOITERING: Loitering (the offense of standing idly or prowling in a place, at a time or in a manner not usual for law-abiding individuals, under circumstances that warrant a justifiable and reasonable alarm or immediate concern for the safety of persons or property in the vicinity) is not permitted at any Amenity Facility.

COMPLIANCE TO STATUTES: Individuals shall abide by and comply with any and all federal, state and local laws and ordinances while utilizing the Amenity Facilities, and shall ensure that any minor for whom they are responsible also complies with same.

EQUIPMENT: The Districts maintains a limited amount of equipment to support individual activities such as Bocce, Billiards, Pickleball, Racquetball, Shuffleboard, Yoga, and exercise classes. Please check their availability with the Amenity Manager. Patrons are encouraged to provide their own equipment for recurring use.

HOURS: Hours of operation, including holiday schedules, for Amenities Facilities are established and published by the Amenity Manager(s), and such hours are subject to change at the discretion of the Amenity Manager.

EMERGENCIES: After contacting 911 (if required), all emergencies and injuries must be reported to the gate attendant service (Thompson Nursery Road phone number 863-324-7290, CR 653 phone number 863-318-0237) or Amenity Manager (phone number Clubhouse 863-324-5457 or Community Center 863-595-1562) and to the office of the District Manager (phone number 407-841-5524). If immediate attention to the facilities is required and the Amenity Manager is not present, please contact one of the gate attendants employed by the District.

SIGNAGE: All Political Issue and Commercial Purpose signs outside Amenity Facility buildings are strictly prohibited. All other signs need the approval of an Amenity Manager.

XI. AMENITIES POLICIES – SPECIFIC USAGE

Patrons are responsible for ensuring their Guests adhere to the Policies set forth herein. In addition to the general Policies listed above, each Amenity Facility has the following specific Policies that must be followed:

i. BALLROOM

1. All food and beverages consumed in the Clubhouse Ballroom must be purchased and provided by the Restaurant contracted by the District.
2. Any Resident or Resident activity that qualifies for, and is granted a fee waiver under the Rules of Lake Ashton Community Development District, Chapter III, may, with the approval of the Amenity Manager, have an outside caterer provide food and non-alcoholic beverages for an event compliant with Chapter III. The Amenity Manager shall have sole discretion to grant or deny such a request, and may require the submission of a certificate of insurance, a waiver of liability, or other administrative documentation as deemed appropriate by the District.
3. Each organization, group or individual reserving the use of an Amenity Facility (or any part thereof) agrees to indemnify and hold harmless the District, the owners of the Amenity Facility and the owner's officers, agents and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity, for injuries, death, property damage of any nature, arising out of, or in connection with, the use of the District lands, premises and/or Amenity Facilities, including litigation or any appellate proceeding with respect thereto. Nothing herein shall constitute or be construed as a waiver of the District's sovereign immunity granted pursuant to Section 768.38, Florida Statutes.
4. The volume of live or recorded music shall not violate applicable City of Lake Wales Noise Ordinances.

ii. BOCCE

1. Appropriate dress is required on the court. Shirts and shoes must be worn at all times.
2. Bocce balls should not be tossed or thrown outside of the court.
3. Players on the opposite side of the playing or thrower's end should stand outside the court walls. Sitting on the walls is permissible provided one's legs are on the outside of the walls. Please report any loose boards, protruding nails, etc., to the Staff.
4. Children under eighteen (18) years of age must be supervised by an adult Patron who understands the rules of the game.

iii. BOWLING

1. The center is available for open bowling when league play is not scheduled. Reservations are made through the Amenity Manager on a first-come basis.
2. Proper attire must be worn. Bowling shoes are the only acceptable footwear on the lanes.
3. The bowling machines are all self-scoring. If you are unsure how to operate the machines or need assistance, please contact the Amenity Manager or Staff for instructions.

4. No one is allowed past the foul line or on a bowling lane at any time. If it becomes necessary to traverse the lanes, all walking shall be done in the gutter(s).
5. Proper bowling etiquette shall be adhered to at all times. The use of profanity or disruptive behavior is prohibited.
6. No food or drink is allowed in the approach area.
7. If, at any time, the equipment fails to operate properly or your ball does not return, please contact the Amenity Manager or Staff for assistance.
8. No one is allowed behind the pin-setting machines without the permission of the Amenity Manager.
9. Return all balls and shoes to racks when you have finished bowling.
10. Guests under the age of eighteen (18) years of age must be supervised by adult Patron who understands the rules and regulations of the game.

iv. CINEMA

1. Movies are scheduled on a regular basis by the Amenity Manager and open to all Patrons. Seating capacity is 55 and admittance is on a first-come basis. Guests under eighteen (18) years of age must be accompanied by an adult.
2. Movie selections are made by the Amenity Manager's office based on new releases. Suggestions from Residents are also considered.
3. Scheduled movies and show times are posted and subject to change.
4. Closed-captioning is available for certain movies at certain show times. Please check with the Amenity Manager or Staff to obtain the schedule.
5. Be courteous and arrive on time. Movies are not to begin prior to the scheduled show time.
6. Reservations for the Cinema shall be made through the Amenity Manager's office.
7. Contact the Amenity Manager or Staff for assistance with equipment.
8. Be sure the Cinema is clean and free from trash and debris following any function. Any Resident or Non-Resident Member who reserves and holds a function in the Cinema and fails to clean up and return it to the condition in which it was obtained may be charged a clean-up fee by the Amenity Manager.
9. Report any loose seats, lighting issues, or other facility needs to the Amenity Manager or Staff.

v. CARD ROOMS/BILLIARDS/GAMES

1. Rooms are available during normal hours for open play, however, as many different card and billiard games are held at regularly scheduled times, you should contact the Activities Office or Ashtonliving.net for a list of scheduled activities.
2. Reservations for the Card/Game Room can be made through the Amenity Manager's office.
3. When group activities are scheduled, please be courteous of others. Random play is acceptable when the rooms are not scheduled for group activities.
4. Due to the large demand for these rooms, reservations should include the number of tables required to meet the needs of the group. Tables not used will be considered "open" and will be made available for use by another group or individual.

vi. CLUBHOUSE AND HFC

1. Residents, Non-Resident Members, and members of the general public are responsible for ensuring that their Guests adhere to the Policies set forth herein.
2. The volume of live or recorded music must not violate applicable local government noise ordinances.
3. No open burning or candles are allowed at the facility.
4. Alcoholic beverage service, if approved, shall only be obtained through a service licensed to serve alcoholic beverages. Such service will be required to provide the Amenity Manager with a certificate of insurance, naming the District as an additional insured party. The Amenity Manager may make an exception to this requirement, in advance, for community events such as pot luck dinners, bingo events and private functions held by Patrons who have reserved the Community Center. Patrons will be allowed to bring beer or wine for personal use when such a community event is held.
5. Patrons are not allowed to bring or use grills or smokers at the Community Center. Upon approval by the Amenity Manager, Patrons may hire an insured caterer to provide this service. The location of any grill or smoker will be at the discretion of the Amenity Manager. Such catering service will be required to provide the Amenity Manager with a certificate of insurance, naming the District as an additional insured party.
6. Each organization, group or individual reserving the use of an Amenity Facility (or any part thereof) agrees to indemnify and hold harmless the District, the owners of the Amenity Facility and the owner's officers, agents and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity, for injuries, death, property damage of any nature, arising out of, or in connection with, the use of the District lands, premises and/or Amenities Facilities, including litigation or any appellate proceeding with respect thereto. Nothing herein shall constitute or be construed as a waiver of the District's sovereign immunity granted pursuant to Section 768.38, Florida Statutes.

vii. COURTYARD AND OUTDOOR KITCHEN

1. The courtyard is furnished with tables, chairs, and grilling equipment. Reservations for the courtyard may be made through the Community Center Amenity Manager's office.
2. If you are unsure how to operate the grills or need assistance with any equipment, please contact the Community Center Amenity Manager or Staff for instructions.
3. Please contact the Community Center Amenity Manager or Staff for assistance if equipment at the courtyard fails to operate properly.
4. Guests must be eighteen (18) years of age to operate the grills at the courtyard.
5. The courtyard and surrounding area must be clean and free from trash and debris following any function. Patrons reserving and holding a function at the courtyard and fails to clean up and return it to the condition in which it was obtained may be charged a clean-up fee by the Community Center Amenity Manager.

viii. CRAFT ROOMS

1. Craft Rooms are open during normal operating hours. They are available for general use when not reserved.
2. Reservations for the Craft Rooms can be made through the Amenity Manager's office.
3. If, at any time, the equipment in the Craft Room fails to operate properly, please contact the Amenity Manager or Staff for assistance.
4. Please be courteous of others' projects and do not touch or handle them.
5. Guests under eighteen (18) years of age must be properly supervised by an adult.

ix. **FITNESS CENTERS**

1. Fitness centers are open daily during normal operating hours.
2. Patrons are encouraged to receive training on the apparatus before utilizing equipment
3. Each facility provides televisions for Patrons. Please be considerate when setting volume levels.
4. Individuals must be fourteen (14) years of age and older to use District Fitness Centers. Individuals 14-17 years of age must be accompanied by an adult.
5. Food, including chewing gum, is not permitted within the District Fitness Centers. Beverages, however, are permitted in the Fitness Centers if contained in non-breakable containers with screw-top or sealed lids.
6. Appropriate attire and footwear (covering the entire foot) must be worn at all times in the District Fitness Centers. Appropriate attire includes tee-shirts, tank tops, shorts, and/or athletic wear (no swimsuits).
7. Each individual is responsible for wiping off fitness equipment after use with the antiseptic wipes provided by the Districts.
8. Use of personal trainers is permitted in the District Fitness Centers with approval from the Amenity Manager.
9. Hand chalk is not permitted to be used in the District Fitness Centers.
10. Radios, tape players, MP3 players and CD players are not permitted unless they are personal units equipped with headphones.
11. No bags, gear, or jackets are permitted on the floor of the District Fitness Centers or on the fitness equipment.
12. Weights or other fitness equipment may not be removed from the District Fitness Centers.
13. Limit use of cardiovascular equipment to thirty (30) minutes and step aside between multiple sets on weight equipment if other persons are waiting.
14. Be respectful of others. Allow other Patrons and Guests to also use equipment, especially the cardiovascular equipment.
15. Replace weights to their proper location after use.
16. 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.
17. Any fitness program operated, established and run by the Amenity Manager may have priority over other users of the District Fitness Centers.

x. **HORSESHOES**

1. Horseshoe equipment, if available, may be obtained from the Shuffleboard storage closet.
2. Appropriate dress is required on the court.

3. No tossing of horseshoes while someone is in a pit or in the throwing lane. Horseshoes tumble when thrown and participants need to safely clear the pit.
4. Guests under the age of eighteen (18) years of age may play provided they are supervised by an adult Patron and are physically capable of tossing a shoe to the pit. Supervising adults are responsible for children's safety.

xii. INDOOR SPORTS COURTS

1. Various articles of equipment, if available, may be obtained from the equipment storage area.
2. Proper etiquette shall be adhered to at all times. The use of profanity or disruptive behavior is prohibited.
3. Proper athletic shoes and attire are required at all times while on the courts. Shirts must be worn. No black-soled shoes are allowed.
4. Proper safety equipment, such as protective eyewear, must be used when appropriate to the sport being played.
5. Beverages are permitted at the sports courts if they are contained in non-breakable containers with screw-top or sealed lids.
6. No chairs, other than those provided by the Districts, are permitted on the sports courts.
7. Guests under the age of eighteen (18) must be accompanied by an adult Patron.
8. Courts must be cleaned up after use.

xiii. LAKES AND PONDS (FISHING)

1. Patrons may fish from any District owned Pond within the Lake Ashton Community Development District and Lake Ashton II Community Development District. Please check with the Amenity Manager for rules and regulations pertaining to fishing and for proper access points to these bodies of water.
Deleted: lake/retention pond
2. No water crafts of any kind are allowed in the Ponds, except for small remote-controlled boats intended for recreational purposes.
Deleted: these bodies of water
3. Swimming, wading, and/or pets are not allowed in any Pond.
Deleted: is
4. The Ponds may be occupied with Alligators and other wildlife that can present a danger to Individuals along the Pond banks. All Individuals should exercise extreme caution, but Individuals must be especially mindful of the risk if small children or pets are present. They should not be left unattended.
Deleted: lake or retention pond
5. Regarding Ponds within the Golf Course:
 - a. The Districts encourage a "catch and release" policy for any fish caught in the Ponds because of the frequency with which the Golf Course is treated with herbicides and fertilizers which may produce run-off into the Ponds within the Golf Course.
 - b. Non-Golfers using the Ponds along the Golf Course must exercise extreme caution when Golfers are present and playing golf because of the risk of being hit by an errant golf ball or golf club. Non-Golfers using the Ponds should position themselves away from the flight of any Golfer's shot and be aware of Golfers hitting. Golf Carts being used by Non-Golfers using the Ponds should be parked way from play and off the Pathways/Bridges.

xiii. LIBRARY/MEDIA CENTERS

1. There are two library/media centers, one in the Clubhouse and one in the Community Center. They have books, puzzles, computers, tables, DVDs and an area for reading.
2. Books and puzzles are donated by Patrons for use by other Patrons. They may be removed but must be returned upon completion to either Amenity Facility.
3. District computers and their content, including email, are subject to monitoring and access by the District at any time with or without consent or prior knowledge of the user. The District reserves the right to monitor any use of network resources, to monitor computer and internet usage, including, but not limited to: sites visited, searches conducted, information uploaded or downloaded and to access, retrieve and delete any data stored in, created, received, or sent over the network or using network resources for any reason.
4. It is strictly prohibited to use a District compute for wireless internet access to seek, send or store Inappropriate Content (as defined herein) and/or for unauthorized copying of copyrighted material. Examples of copyrighted materials include, but are not limited to: commercial music, video, graphics, or other intellectual property. The Districts assume no responsibility for any damages, direct or indirect, that may occur from the use of its electronic resources. Users of the Districts computers and/or wireless internet access peruse the internet at their own risk, realizing the potential for accessing offensive, inaccurate, illegal, or fraudulent information.
5. The District reserves the right to revoke any User's access to the Districts' computers and/or wireless internet at any time.

xiv. MEDIA

1. Districts' Media (as defined herein) is provided for the dissemination of factual community information by the Districts to Patrons. The District hereby adopts a no commercial advertisements policy, including those related to Political Issues. This policy provides that the District will not, through its newsletter, e-blast system, website, on the recreational facilities walls or grounds or through other District medium, allow commercial advertisements of any kind, regardless of content. The only commercial advertisements permitted are those that are of official District or Club events, as determined by the Amenity Manager.
2. It is the intent of the Districts to maintain Media as a non-public forum for the dissemination of factual community information by the Districts to Patrons.
3. Clubs that meet the criteria for a Club under the Policies and are properly registered with the Amenity Manager, may submit material for inclusion in Media.
4. All information included in Media shall be limited to factual information, shall not advocate passage or defeat of a candidate, party, measure or other Political Issue, and shall not support, endorse or oppose a candidate for nomination or election to a public office or office of political party or public officer.
5. The provisions hereunder regarding Media shall not be interpreted to prohibit any publications, postings, mailings or information produced, endorsed or circulated by the Supervisor of Elections, local, state, federal or other government of competent jurisdiction

- over the Districts or to such publications, postings, mailings or information permitted under local, state or federal law.
6. The Districts may accept paid political advertising that complies with Chapter 106, Florida Statutes, and all applicable local, state and federal laws. The advertising rates for such paid political advertising shall be the same as those rates charged to other members of the public for paid advertising. It is the sole responsibility of the party submitting the paid political advertising to ensure the advertisements compliance with all laws, including, but not limited to, those laws requiring mandatory language and/or a disclaimer within the paid political advertising.
 7. Notwithstanding any of the foregoing, the Districts reserve full editorial rights to select, exclude, modify, add or delete material submitted for inclusion in Media, including the right to edit material relating to Political Issues, and the Districts additionally reserve the right to include a disclaimer in Media noting the LA CDD and LAII CDD does not endorse or support a particular candidate, party, measure or issue.

xv. PAVILION

1. Use of the Pavilion is by reservation only. Reservations can be made through the Amenities Manager's office.
2. The Pavilion is furnished with tables, chairs, fans, electricity, and grills. If you are unsure how to operate the grills or need assistance with any equipment, please contact the Amenity Manager or Staff for instructions.
3. If, at any time, the equipment at the Pavilion fails to operate properly, please contact the Amenity Manager or Staff for assistance.
4. Guests must be eighteen (18) years of age and older to operate the grills.
5. Ensure that the Pavilion and surrounding area is clean and free from trash and debris following any function. Patron who reserves and holds a function at the pavilion and fails to clean up and return it to the condition in which it was obtained may be charged a clean-up fee by the Amenity Manager.

xvi. PET PARKS

1. Pet parks are open daily from sunrise to sunset. Specific times will vary based on the time of year.
2. The security staff will unlock and lock the gates daily.
3. Both pet play parks welcome all sized pets.
4. Pets must be kept on a leash until through the transition gates. Owners must carry a leash with them at all times.
5. Owners are liable for the actions and behavior of their pets at all times.
6. All pets must wear a collar with identification, current license, and rabies certification. All pets must have all required current vaccinations.
7. All pet waste must be cleaned up immediately by the owners and disposed of properly in the receptacles provided.
8. Aggressive or unruly pets must be leashed and removed from the parks immediately.

9. Pets in heat, displaying aggression or signs of illness or disease are prohibited from using the facility until the circumstances are corrected. This applies equally to pets with worms, fleas, or ticks.
10. All pet handlers must be at least eighteen (18) years of age.
11. No children are allowed in the parks without adult supervision.
12. Pets are not allowed to dig holes. Their owners are responsible for immediately stopping the digging and refilling any holes with soil.
13. At the first sign of aggression or if a pet becomes unruly and plays too rough, the pet must be leashed and removed from the pet park immediately and banned for the remainder of the day. This will also cause a verbal warning to be issued to the owner by the Amenity Manager.
14. In the event the pet harms, bites or fights another pet or an owner, the pet will be banned from visiting the parks while other pets are present for a period of thirty days.
15. If a second incident of harm, biting, or fighting occurs within a six (6) month period, the pet will be banned from the pet park for one (1) year.

xvii. PICKLEBALL

1. Pickleball courts can be reserved through the Amenity Manager. Non-reserved courts are available for open play on a first-come, first-served basis.
2. Use of a pickleball court is limited to one hour when others are waiting, unless the court is used pursuant to a reservation discussed above. Play may continue if no one is waiting.
3. If you find it necessary to "bump" other players when it is your turn to play:
 - a. Never attempt to enter someone else's court before your reservation time.
 - b. Never enter the court or distract players while others are in the middle of a point or game.
 - c. Wait outside the entrance gate and politely inform the players that you have a reservation time.
 - d. Allow players to finish one more point, and then begin the player changeover for the court.
 - e. If you are bumped from a court and wish to continue play, please notify the office Staff and they will do their best to get you on the next available court.
4. Proper pickleball etiquette shall be adhered to at all times. The use of profanity or disruptive behavior is prohibited.
5. Proper court shoes and attire, as determined by the Amenity Manager, are required at all times while on the courts. Shirts must also be worn at all times.
6. Due to demand, there is a three (3) Guest limit per court. Guests must be accompanied by a Patron and properly registered.
7. No jumping over nets.
8. Players must clean up after play. This includes "dead" balls, Styrofoam cups, plastic bottles, etc. The goal is to show common courtesy by leaving the court ready for play for Patrons who follow you.
9. Court hazards or damages must be reported to the Amenities Manager for repair.
10. No permanent boundary markers or lines may be placed on the courts, other than the existing lines.

11. Beverages are permitted at the facility if they are contained in non-breakable containers with screw-top or sealed lids. No food or glass containers are permitted on the tennis courts.
12. No chairs, other than those provided by the District are permitted on the pickleball courts.
13. Lights at the pickleball facility must be turned off after use.

xviii. RESTAURANT

1. The Lake Ashton Clubhouse restaurant is open to Patrons and Non-Residents. Operating hours and menu are determined by the restaurant and are posted at the Clubhouse and on www.ashtonliving.net.
2. Proper attire must be worn at all times when in the restaurant or when seated on its patio; shoes and shirts are required.
3. All Patrons and Guests are also required to adhere to any posted Policy regarding the restaurant that has been approved by the Board of Supervisors.

xix. SHUFFLEBOARD

1. Shuffleboard equipment, if available, may be obtained from the Shuffleboard storage closet.
2. Appropriate dress is required on the court. Shirts and shoes are required at all times.
3. Pucks or sticks are not to be thrown.
4. No person or person(s) should walk on or across the Shuffleboard Court.
5. Guests under eighteen (18) years of age may play if supervised by an adult Patron who understands the rules and regulations of the game.

xx. SPA

1. There is no lifeguard on duty. Patrons and Guests swim at their own risk and must adhere to swimming pool rules at all times.
2. Spa is open during normal operating hours.
3. You must be thirteen (13) years of age to use the spa.
4. Children under the age of eighteen (18) must be accompanied by an adult.
5. Maximum capacity is seven (7) people.
6. No food or beverages are allowed within six (6) feet of the spa.
7. Beverages must be in non-breakable containers with a lid.

xxi. SWIMMING POOLS

1. The Swimming pool is open for free swim unless restricted due to the scheduling of swim lessons and aquatic/recreational programs approved by the Amenity Manager.
2. There is no lifeguard on duty. Patrons and Guests swim at their own risk and must adhere to swimming pool rules at all times.
3. All Patrons must present proper identification or Guest Passes when requested by Staff. As a rule, a Resident may allow up to four (4) Guests to the swimming pool areas.
4. Use of the swimming pools is permitted only during designated hours.

5. Pool and spa availability may be limited or rotated in order to facilitate maintenance of the facility and to maintain health code regulations.
6. Any person swimming during non-posted swimming hours will be subject to suspension and termination policy.
7. Guests under eighteen (18) years of age must be accompanied by an adult at all times
8. Proper swim attire (no cutoffs) must be worn in the pool.
9. 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 swimsuit over the swim diaper, to reduce the health risks associated with human waste in the swimming pool/deck area.
10. Adults with bladder control issues or incontinence must wear appropriate attire.
11. The changing of diapers or clothes is not allowed poolside.
12. Showers are required before entering the pool.
13. No one shall pollute the pool. Anyone who pollutes the pool is liable for any costs incurred in treating and reopening the pool.
14. Loud, profane, or abusive language is absolutely prohibited; no physical or verbal abuse will be tolerated.
15. Diving is prohibited; no diving, jumping, pushing, running, throwing any item or other horseplay is allowed in the pool or on the pool deck area.
16. No pets (except service animals), bicycles, skateboards, roller blades, scooters and golf carts are permitted on the pool deck area.
17. Radios, tape players, CD players, MP3 players and televisions are not permitted unless they are personal units equipped with headphones or for scheduled activities such as aqua fitness classes.
18. Play equipment, such as floats, rafts, snorkels, flotation devices and other recreational items must meet with Staff approval. Radio controlled water craft are not allowed at any time in the pool area. The facility reserves the right to discontinue usage of such play equipment during times of peak or scheduled activity at the pool, or if the equipment causes a safety concern.
19. Pool entrances must be kept clear at all times.
20. No swinging on ladders, fences, or railings is allowed.
21. Pool furniture is not to be removed from the pool area.
22. No food or drink are allowed within the area of the wet pool deck (which is defined as the area within four (4) feet of the pool).
23. Food and drinks are permitted outside the wet pool deck area. Glass containers, dishes, and drinking cups are prohibited. Food and non-alcoholic beverages may be brought to the pool area for personal use.
24. No chewing gum is permitted in the pool or spa or on the surrounding deck areas.
25. The Districts are not responsible for lost or stolen items.
26. Chemicals used in the pool/spa may affect certain hair or fabric colors. The Districts are not responsible for these effects.
27. The Amenity Manager will control whether swimming is permitted in inclement weather, and the pool facility may be closed or opened at their discretion. While at the Clubhouse outdoor Pool, if the lightning alarm sounds, all Patrons must evacuate the pool immediately.

xxii. TENNIS COURTS

1. Tennis courts can be reserved through the Amenity Manager. Non-reserved courts are available for open play on a first-come, first-served basis. Patrons desiring to use the tennis courts should check with Staff to verify availability. Use of a tennis court is limited to one and a half (1.5) hours when others are waiting, unless the court is used pursuant to a reservation discussed above. Play may continue if no one is waiting.
2. If you find it necessary to “bump” other players when it is your turn to play:
 - a. Never attempt to enter someone else’s court before your reservation time.
 - b. Never enter the court or distract players while others are in the middle of a point or game.
 - c. Wait outside the entrance gate and politely inform the players that you have a reservation time.
 - d. Allow players to finish one more point, and then begin the player changeover for the court.
 - e. If you are bumped from a court and wish to continue play, please notify the office Staff and they will do their best to get you on the next available court.
3. Proper tennis etiquette shall be adhered to at all times. The use of profanity or disruptive behavior is prohibited.
4. Proper tennis shoes and attire are required at all times while on the courts. Shirts must be worn at all times.
5. Guests are limited to three (3) to a single court. Guests under the age of eighteen (18) are not allowed to use the tennis facility unless accompanied by an adult Patron.
6. No jumping over nets.
7. Players must clean up after play. This includes “dead” balls, Styrofoam cups, plastic bottles, etc. The goal is to show common courtesy by leaving the court ready for play for Patrons who follow you.
8. Court hazards or damages of any type need to be reported to the Amenity Manager for repair.
9. Persons using the tennis facility must supply their own equipment (rackets, balls, etc.).
10. No permanent boundary markers or lines may be placed on the tennis courts, other than the existing tennis lines.
11. Beverages are permitted at the tennis facility if they are contained in non-breakable containers with screw-top or sealed lids. No food or glass containers are permitted on the tennis courts.
12. No chairs, other than those provided by the District, are permitted on the Tennis Courts.
13. Lights at the tennis facility must be turned off after use.
14. A Spinshot tennis ball machine is available at the Clubhouse tennis facility. Use of the machine must be used in accordance with posted instructions. Training for the use of the equipment must occur prior to use and persons using this piece of equipment do so at their own risk.

| xxiii. WILDLIFE

1. When using the Amenity Facilities, including especially outdoor areas and open spaces, please adhere to the following guidelines in regards to non-domesticated animals (“Wildlife”):

Deleted:

- i. Wildlife encountered within the Amenity Facilities should never be approached.
 - ii. Never leave small children unattended.
 - iii. Never feed wild animals, or leave food/garbage unattended.
 - iv. Wildlife are likely to be present in all natural waters or wetlands. Please take caution and be vigilant when close to such areas.
2. The Lake Ashton Community is a natural Wildlife habitat; therefore, exercise caution and vigilance at all times.
 3. Please visit the Florida Fish and Wildlife Conservation Commission's website for more information regarding interaction with Wildlife common to Florida, found here: <https://myfwc.com/conservation/you-conserve/wildlife/>

xxiv. GOLF COURSE

1. Cart Paths and Bridges

- i. All Pathways/Bridges within the Golf Course are shared equally between golfers, golf carts, pedestrians and bicyclists. Use of the Pathways/Bridges by Non-Golfers during hours when golf is being played creates potential safety hazards; therefore, all users of the Golf Course must exercise extreme caution when golf is being played.
- ii. To reduce danger and likelihood of being struck by a golf ball, Non-Golfers should walk or ride in the opposite direction of play (starting on Hole 18 and ending on Hole 1), pause as golfers ("Golfers") are about to hit, and only continue once the Golfers have struck their balls. Golfers should wave Non-Golfers through if the approaching Non-Golfers are fast moving or can pass by quickly.
- iii. Non-Golfers must stay on the Pathways/Bridges or Pond banks. Non-Golfers are encouraged to monitor the daily email circulated by Pro Shop staff members announcing course conditions, closures, and starting times for the groups on each course. In doing so, Non-Golfers can identify periods when no golfers are on the course. One course is normally closed on Monday and League play (Tuesday, Wednesday, and Thursday) does not start until 9:00 a.m.; however, Non-Golfers should check the conditions of each course before use. Additionally, it is generally safer to walk before 8:00 a.m. or after 4:00 p.m., when golfers are less likely to be present.
- iv. Pathways adjacent to Ponds and bridges can be dangerous. Golf Carts should operate at a safe speed and always use headlights after dusk. Extreme caution should be taken when traveling through standing water on Pathways.
- v. Pets are permitted to be walked and exercised on the Pathways/Bridges. At no time should they be in the fairways or within thirty feet of a green. Pets must be on leash or in a Golf Cart at all times. Pet owners are responsible to pick up after their pet.
- vi. **Use Golf Course At Own Risk:** All Individuals who enter the Golf Course and/or utilize Pathways/Bridges and/or Ponds, including as a Non-Golfer pedestrian or within a Golf Cart, shall do so at his or her own risk as further provided in Section XII herein and assumes all risks associated with entering property used for playing golf, including but not limited to errant golf balls and golf clubs.

2. Ponds within the Golf Course

- i. The Districts encourage a “catch and release” policy for any fish caught in the Ponds because of the frequency with which the Golf Course is treated with herbicides and fertilizers which may produce run-off into the Ponds within the Golf Course.
- ii. Non-Golfers using the Ponds along the Golf Course must exercise extreme caution when Golfers are present and playing golf because of the risk of being hit by an errant golf ball or golf club. Non-Golfers using the Ponds should position themselves away from the flight of any Golfer’s shot and be aware of Golfers hitting. Golf Carts being used by Non-Golfers using the Ponds should be parked way from play and off the Pathways/Bridges.
- iii. See Section XI.xii. for additional rules regarding Ponds.

3. Golf

- i. Golf may be played at the Golf Course for a fee. Any unauthorized individual found using the Golf Course facilities or playing the course will be asked to make restitution. If payment is not received, the individual will be removed and receive a warning.
- ii. Tee times are available upon request through the Pro Shop. Prior to play, Golfers must report to the Pro Shop. Golfers are asked to abide by local rules regarding dress, behavior, and play. Golfers should comply with announcements on course playing conditions.
- iii. Golfers are reminded that they share the Pathways/Bridges and Ponds with Non-Golfers. Golfers do not have any higher priority for use than any Non-Golfer and need to be considerate in allowing use by all Lake Ashton Community members.

xxv. GOLF CARTS

1. Golf Cart operations within the Districts shall abide by all applicable provisions of this Policy, Florida Statutes, as amended, and local ordinances and regulations, including, but not limited to, compliance with Chapters 316 and 320, Florida Statutes, all traffic control devices, local traffic laws, and the City of Winter Haven’s Ordinance Sec. 18-155.
2. All Golf Carts used on or within the Amenities, including but not limited to the Golf Course and the Pathways/Bridges, must be registered at LAII CDD’s Health and Fitness Center. Registration includes acknowledgement of these Policies, including specifically but not limited to this Section XI.xxv. (GOLF CARTS) and Section XII. (USE AT OWN RISK; INDEMNIFICATION) and displaying the appropriate Golf Cart decal when operating a Golf Cart within or on the Amenities. If the decal is not properly displayed, the Golf Cart operator will be asked to leave the Amenity.
3. Safety Recommendations: the Districts recommends all owners and/or operators of Golf Carts used on or within the Amenities abide by the following safety recommendations:
 - i. Use extreme caution when traveling on Pathways/Bridges, especially if within the Golf Course when golf is being played;
 - ii. The Districts recommend Golf Cart owners obtain liability insurance insuring against personal injury and damage to property with limits of at least \$300,000;
 - iii. Equip Golf Cart with efficient brakes, reliable steering apparatus, safe tires, a rearview mirror, and red reflectorized warning devices in both the front and rear.
 - iv. Regularly check Golf Cart for safe operation of brakes, lights, steering, turn signals, and tires.

- v. Make sure batteries are charged to good operating levels.
- vi. When passing or approaching another Golf Cart on a path, one Golf Cart should move to the side toward the Amenity property to allow the other cart to pass. Under no circumstances, should passing Golf Carts drive onto private property.
- vii. Passengers and drivers should keep all body parts inside the Golf Cart while it is in motion;
- viii. Passengers should have both feet planted firmly on the floor while the Golf Cart is moving;
- ix. Passengers should sit with their right hip against the right arm of the seat;
- x. Passengers should be aware of traffic conditions. A sharp, unexpected turn can throw a rider from the Golf Cart. On turns and fast straightaways, passenger should use right hand to grasp the right arm of the seat.

XII. USE AT OWN RISK; INDEMNIFICATION

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

Should any Patron, Guest, or other person, bring suit against the Indemnitees in connection with the Activities or relating in any way to the Amenities, and fail to obtain judgment therein against the Indemnitees, said Patron, Guest, or other person shall be liable to the Districts for all attorney's fees, costs, and other expenses for investigation and defense and in connection with, among other proceedings, alternative dispute resolution, trial court, and appellate proceedings.

The waiver of liability contained herein does not apply to any act of intentional, willful or wanton misconduct by the Indemnitees.

For purposes of this section, the term "Activities," shall mean the use of or acceptance of the use of the Amenities, utilization of the Golf Course, Pathways/Bridges, and/or Ponds (including but not limited to as a pedestrian or within a Golf Cart), or engagement in any contest, game, function, exercise, competition, sport, event, or other activity operated, organized, arranged or sponsored by the Districts, its contractors or third parties authorized by the Districts.

XIII. SOVEREIGN IMMUNITY

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

XIV. SEVERABILITY

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

XV. OTHER RULES AND POLICIES

The Districts have also adopted other rules and policies governing the use of District property. Please contact the District Manager for copies of all such rules and policies

SECTION 2

RESOLUTION 2021-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE LAKE ASHTON II COMMUNITY DEVELOPMENT DISTRICT ADOPTING JOINT AMENITY FACILITIES RULES RELATED TO THE USE OF THE AMENITY FACILITIES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Lake Ashton II Community Development District (“District”) is a local unit of special purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within Polk County, Florida; and

WHEREAS, Chapter 190 and 120, *Florida Statutes*, authorizes the District to adopt rules, rates, charges and fees to govern the administration of the District and defray costs of operation and to adopt resolutions as may be necessary for the conduct of District business; and

WHEREAS, the District has previously determined to establish and/or modify rules and policies for the utilization of shared community amenity facilities within the District and the Lake Ashton Community Development District (“Lake Ashton District”), and the Board of Supervisors of the Lake Ashton II Community Development District (“Board”), in cooperation with the Lake Ashton District, has determined to amend and/or establish rules and policies related to the shared amenity facilities and to replace those rules related to shared amenity facilities previously adopted by the District; and

WHEREAS, after providing notice pursuant to Florida law, and after holding a public hearing thereon, the Board finds that it is in the best interests of the District and necessary for the efficient operation of the District to adopt by resolution joint amenity facilities rules related to the use of the shared amenity facilities, attached hereto as **Exhibit A**, and incorporated herein by this reference, for immediate use and application (“Joint Amenity Facilities Rules”); and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE LAKE ASHTON II COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. The above stated recitals are true and correct and are hereby incorporated herein by reference.

SECTION 2. The Joint Amenity Facilities Rules as set forth in **Exhibit A** are hereby adopted pursuant to this resolution as necessary for the conduct of District business. These Joint Amenity Facilities Rules shall stay in full force and effect unless rescinded or repealed, and shall replace and supersede any rules related to shared amenity facilities previously adopted by the Board.

SECTION 3. If any provision of this resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

PASSED AND ADOPTED this 19th day of October, 2020.

ATTEST:

**LAKE ASHTON II COMMUNITY
DEVELOPMENT DISTRICT**

Secretary

Chairman, Board of Supervisors

Exhibit A: Joint Amenity Facilities Rules

JOINT AMENITY FACILITIES POLICIES

OF THE

**LAKE ASHTON
COMMUNITY DEVELOPMENT DISTRICT**

AND

**LAKE ASHTON II
COMMUNITY DEVELOPMENT DISTRICT**

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JOINT AMENITY FACILITY POLICIES:
Lake Ashton Community Development District
Lake Ashton II Community Development District

Law Implemented: ss. 190.011, 190.035, Fla. Stat. (2019)
Effective Date: October 19, 2020

In accordance with Chapter 190 of the Florida Statutes, and on October 19, 2020, at a duly noticed joint public meeting and after a duly noticed joint public hearing, the Boards of Supervisors of the Lake Ashton Community Development District and Lake Ashton II Community Development District adopted the following rules / policies to govern the operation of the Districts' Amenity Facilities. All prior rules / policies of the Districts governing this subject matter are hereby rescinded.

I. DEFINITIONS

“Amenity Facilities” or “Amenities”- shall mean the properties and areas owned by the Districts and intended for recreational use and shall include, but not specifically be limited to, the Lake Ashton Clubhouse, the Lake Ashton Health and Fitness Center (HFC), the Golf Course, and the Pathways/Bridges, together with appurtenant facilities and areas.

“Amenities Facilities Policies” or “Policies” – shall mean the Joint Amenity Facilities Policies of the Lake Ashton Community Development District and Lake Ashton II Community Development District.

“Amenity Manager” – shall be each respective Districts’ “Community Director,” or in his/her absence, the designated representative.

“Board of Supervisors” or “Boards” – shall mean the Board of Supervisors of the Lake Ashton Community Development District and/or Lake Ashton II Community Development District.

“Commercial Purposes” – shall mean those activities which involve, in any way, the provision of goods or services for compensation but shall not include any activities of the Districts.

“Districts” – shall mean the Lake Ashton Community Development District (“LA CDD”) and Lake Ashton II Community Development District (“LAII CDD”), each a political subdivision of the State of Florida, created pursuant to Chapter 190 of the Florida Statutes. Each individually may be referred to herein as a “District.”

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

“Golf Cart” – shall be defined as such term and the term ‘low-speed vehicle’ is defined in Florida Statutes, as amended.

“Golf Course” – shall mean the Lake Ashton Golf Club properties and facilities within the Districts.

“Guest” – shall be any Non-Resident invited by a Patron to access and use the Amenity Facilities. Guests must be properly registered and comply with all Policies. (A Patron’s ability to register may be reviewed by an Amenity Manager if exceeding 12 Guest registrations annually.)

“Individual” – shall mean any Patron, Guest, or Non-Resident utilizing an Amenity.

“Inappropriate Content” – shall mean content that is fraudulent, harassing, embarrassing, sexually explicit, profane, obscene, intimidating, defamatory, or contains sexual comments, obscenities, nudity, pornography, abusive or degrading language, antisocial behavior, or inappropriate comments concerning race, color, religion, sex, national origin, marital status, or disability, violates any District Policies or rules, has the potential to cause the District(s) public harm or disrepute, or is otherwise unlawful..

“Lake Ashton Community” or “Community” – shall mean the Lake Ashton residential golf development within which both the LA CDD and LAII CDD are located.

“May” and “Shall” - as used herein, the word “may” is permissive; the word “shall” is mandatory.

“Media” – shall mean certain publications and media produced by the Districts and solely intended to provide community information, including but not limited to the Lake Ashton Times.

“Non-Resident” – shall mean any person(s) who does not own or rent property within either District and has not paid the Annual User Fee.

“Non-Golfer” – shall mean any Individual on the Golf Course not playing golf.

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

“Non-Resident Member” – shall mean any individual not owning or renting property in either District who is paying the Annual User Fee to the District(s) for the non-exclusive right to use of all Amenity Facilities.

“Pathways/Bridges” – shall mean all golf cart pathways, walking paths, and/or ancillary bridges within the Golf Course.

“Patron” or “Patrons” – shall mean Residents, Non-Resident Members, and Renters/Leaseholders.

“Political Issue” – shall mean any candidate, whether partisan or nonpartisan, political party, issue, referendum, or amendment that is subject to a vote of electors, whether local, state or federal.

“Ponds” – shall mean one of the over sixty (60) lakes or ponds located within the Lake Ashton Community.

“Renter/Leaseholder” (residential) – shall mean any tenant residing in a Resident’s living unit pursuant to a valid rental or lease agreement.

“Rental Facilities” – shall mean the Amenity Facilities available to Patrons, Non-Residents, and Lake Ashton Community organizations for rent or reservation including, but not limited to, the Ballroom, Reflection Garden, Card Rooms, Cinema, Conference Rooms, HFC, Courtyard, Catering Kitchen, Sports Court, Poker Room, and Craft Rooms.

“Resident” – shall mean any person or persons owning a home or lot within either District.

“Staff” – shall mean any employee, contractor, or volunteer that works under the Amenity Manager or District Manager.

II. PURPOSE

This document, jointly prepared and agreed to by both the LA CDD and LAII CDD Boards of Supervisors, applies to all Individuals, pursuant to usage of all Amenities within both Districts. Compliance with the Policies and provisions is mandatory and will be enforced.

The Board(s), the District Manager, the Amenity Manager and Staff shall have full authority to enforce these Policies. However, the Boards by a vote at a public meeting, District Manager, and/or Amenity Manager shall have the authority in its/their sole discretion to waive strict application of any of these Policies when prudent, necessary or in the best interest of the Districts and Patrons, provided however, any permanent waiver must be approved by both Boards and such a temporary waiver of any Policy by the Amenity Manager shall not constitute a continuous, ongoing waiver of said Policy.

The Boards jointly reserve the right to amend, modify, or delete, in part or in their entirety, these Policies when necessary, at a duly-noticed Board meeting, and will notify the Patrons of any changes. Use of the Amenity Facilities may be subject to payment of applicable fees or rates set by the respective Districts. To change or modify rates or fees beyond the increases specifically allowed by District(s) rules and regulations, the Boards must hold a duly-noticed public hearing on said rates and fees. Each district may unilaterally update rules specific to amenities solely within their respective boundaries.

III. AUTHORIZED USERS

Only Patrons and Guests are authorized to use the Amenity Facilities (each such a “Users”), all as further provided within these Policies and below; provided however certain events may be available to the general public where permitted by the Districts and subject to payment of any applicable fees and satisfaction of any other applicable requirements. Specifically, Users are subject to the following:

RESIDENTS: Residents, upon producing proper identification, can access and use all Amenity Facilities within the Districts. They are entitled to bring up to four (4) guests at a time, unless other arrangements have been made with an Amenity Manager.

RENTERS/LEASEHOLDERS: Residents who rent or lease out their residential unit(s) in the Districts shall have the right to designate the Renter/Leaseholder of their residential unit(s) as the beneficial users of the Resident’s membership privileges for purposes of Amenity Facilities use.

The Renter/Leaseholder may be required to acquire a membership with respect to the residence which is being rented or leased, as well as purchase an ID card in order to be entitled to use the Amenity Facilities. A Renter/Leaseholder who is designated as the beneficial user of the Resident’s membership shall be entitled to the same rights and privileges to use the Amenity Facilities as the Resident.

During the period when a Renter/Leaseholder is designated as the beneficial user of the membership, the Resident shall not be entitled to use the Amenity Facilities with respect to that membership.

Residents shall be responsible for all charges incurred by their Renters/Leaseholders which remain unpaid after the customary billing and collection procedure established by the Districts. Resident owners are responsible for the deportment of their respective Renter/Leaseholder.

NON-RESIDENT MEMBERS: Non-Residents may pay an Annual User Fee and have access to all Amenity Facilities. As previously set by each District, both District’s Annual User Fee for any person not owning real property within the District is \$2,400.00 per year (split evenly amongst LA CDD and LAII CDD, as permitted by law), and this fee shall include privileges for two (2) people. Such Annual User Fee is adopted by: (i) LA CDD, pursuant to its Chapter II: Non-Residents User Fees, last set on February 26, 2007; and (ii) by LAII CDD, pursuant to its Chapter II: Non-Residents User Fees, last set on January 8, 2008. This payment must be paid-in-full at the time of completion of the Non-Resident Member application and the corresponding agreement. This fee will cover membership to all Amenity Facilities for one (1) full year from the date of receipt of payment by either District. Each subsequent annual membership fee shall be paid-in-full on the anniversary date of application for membership. Each District retains the authority to establish its own Annual User Fee, per these policies it is the intent of both Districts to set both Annual User Fees at the same level. As previously provided in the Districts rules setting such Annual User Fees, such fee may be increased, not more than once per year, by actions of the respective Boards, to reflect increased costs of operation of the Amenity Facilities. This membership is not available for commercial purposes.

GUESTS: All Guests, regardless of age, must register with the office of the Amenity Manager prior to using the Amenity Facilities. The Patron inviting the Guest must be present upon registration, unless other arrangements have been made with the Amenity Manager's office.

All Guests under eighteen (18) years of age must be accompanied at all times while using the Amenity Facilities by a parent or adult Patron over eighteen (18) years of age.

Guests over the age of eighteen (18) must register and may use the Amenity Facilities unaccompanied by Patron, and must also sign a waiver of liability.

Patrons who have registered a Guest are responsible for any and all actions taken by said Guest. Violation by a Guest of any of these Policies as set forth by the Districts could result in loss of that Patron's privileges and membership as set forth in Section 5 – Suspension and Termination of Privileges.

IV. IDENTIFICATION CARDS

ID cards (or similar access devices) may be issued to all members of each Resident's household and/or Non-Resident Members. Guest Passes shall be issued to all Guests upon registering with Amenity Manager. Each Patron and/or Guest will be required to present proper credentials upon request by Staff. If not presented, the individual will be asked to leave the venue. Renters/Leaseholders will be required to purchase their own ID cards (or similar access devices). All lost or stolen ID cards should be reported immediately to the Amenity Manager's office. A fee will be assessed for any replacement cards or additional cards.

V. LOSS OR DESTRUCTION OF PROPERTY AND/OR INSTANCES OF PERSONAL INJURY

Patrons and their Guests assume sole responsibility for his or her personal property. The District and its contractors shall not be responsible for the loss or damage to any private property used or stored on or in any of the Amenity Facilities.

Any Patron or Guest utilizing District equipment is responsible for said equipment. Should the equipment be returned to the District damaged, missing pieces or in worse condition than when it was when usage began, that Patron or Guest will be responsible to the District for any cost associated with repair or replacement of the equipment.

Individuals 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 Districts or its contractors, or who engages in any contest, game, function, exercise, competition or other activity operated, organized, arranged or sponsored by the Districts, either on or off the Amenity Facilities' premises, shall do so at his or her own risk, and shall hold the Amenity Facilities' owners, the District, the Board of Supervisors, District employees, District representatives, District contractors and District agents, harmless from any and all loss, cost, claim, injury, damage or liability sustained or incurred by him or her, resulting therefrom and/or from any act of omission of the Districts, or their respective operators, supervisors, employees, representatives, contractors

or agents. Any Patron shall have, owe, and perform the same obligation to the Districts and their respective operators, supervisors, employees, representatives, contractors, and agents hereunder with respect to any loss, cost, claim, injury, damage or liability sustained or incurred by any Guest or family member of said Patron.

Should any party bound by these Policies bring suit against the District, the Board of Supervisors or Staff, agents or employees of the District, or any Amenity Facility operator or its officers, employees, representatives, contractors or agents in connection with any event operated, organized, arranged or sponsored by the District or any other claim or matter in connection with any event operated, organized, arranged or sponsored by the District, and fail to obtain judgment therein against the District or the Amenity Facilities' operators, officers, employees, representatives, contractors or agents, said party bringing suit shall be liable to the prevailing party (i.e., the District, etc.) 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.

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

VI. SUSPENSION AND TERMINATION OF PRIVILEGES

i. **Offenses:** An Individual's privileges to use the Amenity Facilities may be subject to various lengths of suspension or termination for up to one (1) calendar year by the Board of Supervisors, and the Individual may also be required to pay restitution for any property damage, if he or she:

1. fails to abide by any District rules or policies, including but not limited to these Policies and the Amenity Rate Rules;
2. submits false information on the application for a photo ID card or Guest pass;
3. permits unauthorized use of a photo ID card or Guest pass;
4. exhibits unsatisfactory behavior, deportment, or appearance;
5. engages in unreasonable and abusive behavior that threatens the welfare, safety or reputation of the District, or its supervisors, Staff, contractors, vendors, or other Patrons or Guests;
6. treats the Districts' supervisor, Staff, contractors, vendors, or other Patrons or Guests in an unreasonable or abusive manner;
7. damages or destroys District property.

ii. **Suspension and Termination Process:** In response to any violation of the rules, regulations, policies and procedures specified herein, including, but not limited to, those set forth in the section (i) above, the Districts, through its Boards, District Manager, and/or Amenity Manager, may follow the process outlined below with regard to suspension or termination of a Patron's or Guest's privileges:

1. First Offense – Verbal warning by Staff of such violations; the warning shall be summarized in a brief written report by Staff and kept on file in the Clubhouse and Community Center.
2. Second Offense – Written warning by Staff of continued violations sent by certified mail to the Patron/Guest and kept on file in the Clubhouse and Community Center offices. In addition, the Patron/Guest will be suspended from the Amenity Facilities for the remainder of the day on which the written warning is issued.
3. Third Offense – Automatic suspension by the Amenity Manager of all Amenity Facilities privileges for one (1) week. A written report will be created; a certified letter will be sent to the Patron/Guest and a copy of such letter kept on file in the Clubhouse and Community Center Offices.
4. Fourth Offense – Automatic suspension by the Amenity Manager from all Amenity Facilities for up to thirty (30) days or until the date of the next meeting of the Board of Supervisors of the District within which the violation occurred, whichever occurs first. An complete record of all previous documented offenses within the previous twelve (12) months will be presented to the Board for recommendation of suspension beyond thirty (30) days or possible termination of the Patron's/Guest's privileges for up to one (1) calendar year from the Board's approval of termination of privileges.

iii. **Health, Safety, Welfare.** Notwithstanding anything contained herein, the Amenity Manager may, at any time, remove, restrict or suspend an individual's privileges when such action is necessary to protect the health, safety and welfare of Districts' supervisor, Staff, contractors, vendors, or other Patrons and their Guests, or to protect the Amenity Facilities from damage.

Such restriction or suspension shall be for a maximum period of thirty (30) days or until the date of the next meeting of the Board of Supervisors of the District within which the violation occurred, whichever occurs first. Such infraction and suspension shall be documented by the Amenity Manager. The Operations Manager, District Manager and Board of Supervisors shall be notified to review this action at the next Board of Supervisors meeting.

iv. **Jurisdiction Reciprocal.** The ability to suspend or terminate privileges as provided herein shall be held by the District, through its Boards, District Manager, and/or Amenity Manager, in whose boundaries the violation at issue occurred. Violations that result in a suspension or termination in one District shall be brought up at the next Board of Supervisors meeting for the other District. Suspension or termination of privileges shall in no way prevent a member of the District Boards, the District Manager, District staff or members of the public from attending a duly advertised public meeting of either District.

v. **Appeals.** Any Individual who has his or her Amenities privileges restricted/suspended for at least thirty (30) days and/or terminated in accordance with this Policies

may appeal such restriction, suspension, or termination to the respective Board for reversal or reduction at the next regular meeting of such Board. The Board's decision on appeal shall be final.

VII. RESERVING FACILITIES

Amenity Facilities are available on a first-come, first-served basis, and subject to applicable fees or rates as set by the appropriate District. Requests to reserve facilities should be submitted through the Staff at the appropriate Amenity Facility.

Reservations are available for up to three (3) hour increments for all facilities listed in the reservation policy, with the exception of the Ballroom and HFC. These can be reserved for periods up to five (5) hours. Longer time increments may be approved by the Amenity Manager. There are no personal "standing" weekly reservations allowed for the Amenity Facilities listed in the reservation policies. Clubs and organizations may make "standing" reservations. These will be reviewed semi-annually by the Amenity Manager.

The Amenity Manager can reschedule any reservation if requested by a District. The Clubhouse or HFC must be notified if a scheduled reservation cannot be kept so the slot may be re-assigned. Reservations will be held for 15 minutes past your scheduled start time before re-assigning the reservation time slot.

VIII. RENTAL FACILITIES TERMS

Amenity Facilities are available for rent by Patrons, Lake Ashton approved Clubs/Organizations, and Non-Residents in accordance with the Policies of the District and the laws of the State of Florida. A complete list of Amenity Facilities available for rent, along with associated fees and deposits, are located as follows: (i) for LA CDD, in its Chapter III: Rules for Amenities Rates, last revised on September 7, 2018; and (ii) for LAII CDD, in its Chapter III: Rules for Amenities Rates, last revised on August 22, 2019, as may be amended from time to time (collectively, the "Amenity Rate Rules").

For functions held at an Amenity Facility having more than 25 people in attendance, a final guaranteed number of guests is to be conveyed to the Amenity Facilities events planner no later than five (5) days before the date of the scheduled event. In absence of a final guarantee, the number indicated on the original agreement will be considered correct. A check shall be made payable to the applicable District.

If required by the Amenity Rate Rules of the respective District, deposit(s) or fees shall be submitted to the Clubhouse or HFC in the form of a separate check made payable to the "Lake Ashton Community Development District" or the "Lake Ashton II Community Development District," as applicable.

IX. CLUBS AND OTHER ORGANIZATIONS

Any club, group or organization (collectively, "Clubs") desiring to utilize the Amenity Facilities activities display space, Channel 96/732, Coffee Meetings, or the Lake Ashton Times

newsletter to promote Club activities must be registered with the Amenity Manager and meet the following criteria:

1. Clubs must be comprised of a minimum of at least five (5) active members; all members must be Residents or Renters/Leaseholders.
2. No Club may be formed, and no activities held within the Amenities Facilities, for commercial or profit-making purposes.
3. The purpose of each Club must be to provide lifestyle-enhancing opportunities to Residents or Renters/Leaseholders and not to effectuate sales of products or services. No one household can profit from the club. Clubs may generate funds through dues and proceeds from Club organized events. If a Club chooses to generate funds, a check-and-balance system must be in place as well as a Club checking account.
4. Club membership and Club activities must be available to all Residents or Renters/Leaseholders. Criteria for Club membership should be governed by the individual club's by-laws.
5. Rules applying to the formation and admissibility of Clubs may be modified at the discretion of the Boards.
6. Violations of these Policies by any Club may result in the loss of that Club's privileges within the Amenity Facilities.

X. AMENITY POLICIES – GENERAL USAGE

CONDUCT: Individuals using the Amenity Facilities are expected to conduct themselves in a responsible, respective, courteous and safe manner, in compliance with all Policies/provisions and rules of the Districts governing the Amenity Facilities. Violation of the District(s) Policies and/or misuse or destruction of Amenity Facilities equipment may result in the suspension or termination of Amenity Facilities privileges with respect to the offending Individual.

CONFLICTS: Conflicts between Amenity users should be referred to Staff or security. Under no circumstances should verbal or physical confrontation occur between Amenity users.

ALCOHOL: All persons must be twenty-one (21) years of age to consume alcohol at any Amenity Facility, and must do so in a responsible manner.

In regards to LA CDD's Clubhouse: no alcohol may be brought into the physical structure of the Clubhouse, adjoining outdoor patio and pool deck. Alcoholic beverages held and/or consumed within the physical structure of the Clubhouse, adjoining outdoor patio and pool deck must be purchased through the holder of the liquor license registered with the State of Florida to serve alcoholic beverages at 4141 Ashton Club Drive, Lake Wales, Florida. Any registered holder of said liquor license shall be required to provide the Amenity Manager with an applicable certificate of insurance naming the District as an additional named insured.

In regards to LAII's Community Center: The Community Center Amenity Manager may approve consumption of alcohol for events held at the Community Center by a vendor who is in possession of a valid liquor license and proof of insurance. See Section XI(vi) regarding the Community Center herein for more specific information regarding alcohol at the Community Center.

SMOKING: Lake Ashton is a smoke-free community. Smoking tobacco products or electronic cigarettes are prohibited at all facilities and venues unless in a designated area

PETS: Pets, (with the exception of duly registered service animals) are not permitted at Amenities Facilities with the exception of Pet Parks. If a special event allowing pets has been approved by the Amenity Manager, pets must be leashed or in an appropriate carrier, or placed in a cage. Users are responsible to pick up after their pets and to dispose of any waste in a designated pet waste receptacle or outdoor dumpster.

PARKING: Vehicles must be parked in designated areas. Vehicles, bicycles and golf carts should not be parked on grass lawns, in any way which blocks the normal flow of traffic, or in any way that limits the ability of emergency service workers to respond to situations. The Amenity Manager reserves the right to waive this parking restriction in the event overflow parking is needed for a large event.

OVERTIME PARKING: There shall be no overnight parking in Amenity Facility parking lots.

OFF-ROAD VEHICLES: Off-road motorbikes/vehicles, excluding golf carts, are prohibited on all property owned, maintained and operated by the District(s).

FIREWORKS: Fireworks of any kind are not permitted on any Amenity Facility or property held by the Districts, with the following exception: the respective Board may approve the use of fireworks over specific bodies of water within its District's boundaries.

SERVICE AREAS: Service areas within the Amenity Facilities are off-limits except for Staff.

DRONES: Drones and all forms of unmanned aerial vehicles are not permitted to be used inside Amenity Facility buildings any time without the written authorization of the District, except as permitted by law or regulation of an applicable government entity.

CHILD CARE: The District will not offer childcare services to Patrons or Guests at any of the Amenity Facilities.

SKATEBOARDING: Skateboarding is not permitted on the Amenity Facilities property at any time. Roller blading is permitted on cart paths and roadways only.

OUTSIDE ENTERTAINMENT: Performances at any Amenity Facility, including those by outside entertainers, must be approved, in advance, by the Amenity Manager.

ADVERTISING: Advertisements for Commercial Purposes shall not be posted or circulated in the Amenity Facilities. Petitions, posters, or promotional material shall not be originated, solicited, circulated or posted on Amenity Facility property unless approved, in writing, by the Amenity Manager.

COMMERCIAL PURPOSES: Activities with Commercial Purposes must have approval from the Amenity Manager

UNATTENDED GUESTS: Amenity users should not leave Guests who have adverse or debilitating health conditions unattended in any of the Amenity Facilities or District property.

PROGRAM/ACTIVITY APPROVAL: All programs and activities, including the number of participants, equipment and supplies usage, facility reservations, etc., at all Amenity Facilities must be approved by the Amenity Manager.

MANAGEMENT SPONSORED EVENTS: The Amenity Manager has the right to authorize management-sponsored events and programs to better serve the Patrons, and to reserve any Amenity Facility for said events (if the schedule permits) and to collect revenue for those services provided. This includes, but is not limited to, various athletic events, cultural programs and social events, etc.

LOITERING: Loitering (the offense of standing idly or prowling in a place, at a time or in a manner not usual for law-abiding individuals, under circumstances that warrant a justifiable and reasonable alarm or immediate concern for the safety of persons or property in the vicinity) is not permitted at any Amenity Facility.

COMPLIANCE TO STATUTES: Individuals shall abide by and comply with any and all federal, state and local laws and ordinances while utilizing the Amenity Facilities, and shall ensure that any minor for whom they are responsible also complies with same.

EQUIPMENT: The Districts maintains a limited amount of equipment to support individual activities such as Bocce, Billiards, Pickleball, Racquetball, Shuffleboard, Yoga, and exercise classes. Please check their availability with the Amenity Manager. Patrons are encouraged to provide their own equipment for recurring use.

HOURS: Hours of operation, including holiday schedules, for Amenities Facilities are established and published by the Amenity Manager(s), and such hours are subject to change at the discretion of the Amenity Manager.

EMERGENCIES: After contacting 911 (if required), all emergencies and injuries must be reported to the gate attendant service (Thompson Nursery Road phone number 863-324-7290, CR 653 phone number 863-318-0237) or Amenity Manager (phone number Clubhouse 863-324-5457 or Community Center 863-595-1562) and to the office of the District Manager (phone number 407-841-5524). If immediate attention to the facilities is required and the Amenity Manager is not present, please contact one of the gate attendants employed by the District.

SIGNAGE: All Political Issue and Commercial Purpose signs outside Amenity Facility buildings are strictly prohibited. All other signs need the approval of an Amenity Manager.

XI. AMENITIES POLICIES – SPECIFIC USAGE

Patrons are responsible for ensuring their Guests adhere to the Policies set forth herein. In addition to the general Policies listed above, each Amenity Facility has the following specific Policies that must be followed:

i. BALLROOM

1. All food and beverages consumed in the Clubhouse Ballroom must be purchased and provided by the Restaurant contracted by the District.
2. Any Resident or Resident activity that qualifies for, and is granted a fee waiver under the Rules of Lake Ashton Community Development District, Chapter III, may, with the approval of the Amenity Manager, have an outside caterer provide food and non-alcoholic beverages for an event compliant with Chapter III. The Amenity Manager shall have sole discretion to grant or deny such a request, and may require the submission of a certificate of insurance, a waiver of liability, or other administrative documentation as deemed appropriate by the District.
3. Each organization, group or individual reserving the use of an Amenity Facility (or any part thereof) agrees to indemnify and hold harmless the District, the owners of the Amenity Facility and the owner's officers, agents and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity, for injuries, death, property damage of any nature, arising out of, or in connection with, the use of the District lands, premises and/or Amenity Facilities, including litigation or any appellate proceeding with respect thereto. Nothing herein shall constitute or be construed as a waiver of the District's sovereign immunity granted pursuant to Section 768.38, Florida Statutes.
4. The volume of live or recorded music shall not violate applicable City of Lake Wales Noise Ordinances.

ii. BOCCE

1. Appropriate dress is required on the court. Shirts and shoes must be worn at all times.
2. Bocce balls should not be tossed or thrown outside of the court.
3. Players on the opposite side of the playing or thrower's end should stand outside the court walls. Sitting on the walls is permissible provided one's legs are on the outside of the walls. Please report any loose boards, protruding nails, etc., to the Staff.
4. Children under eighteen (18) years of age must be supervised by an adult Patron who understands the rules of the game.

iii. BOWLING

1. The center is available for open bowling when league play is not scheduled. Reservations are made through the Amenity Manager on a first-come basis.
2. Proper attire must be worn. Bowling shoes are the only acceptable footwear on the lanes.
3. The bowling machines are all self-scoring. If you are unsure how to operate the machines or need assistance, please contact the Amenity Manager or Staff for instructions.

4. No one is allowed past the foul line or on a bowling lane at any time. If it becomes necessary to traverse the lanes, all walking shall be done in the gutter(s).
5. Proper bowling etiquette shall be adhered to at all times. The use of profanity or disruptive behavior is prohibited.
6. No food or drink is allowed in the approach area.
7. If, at any time, the equipment fails to operate properly or your ball does not return, please contact the Amenity Manager or Staff for assistance.
8. No one is allowed behind the pin-setting machines without the permission of the Amenity Manager.
9. Return all balls and shoes to racks when you have finished bowling.
10. Guests under the age of eighteen (18) years of age must be supervised by adult Patron who understands the rules and regulations of the game.

iv. CINEMA

1. Movies are scheduled on a regular basis by the Amenity Manager and open to all Patrons. Seating capacity is 55 and admittance is on a first-come basis. Guests under eighteen (18) years of age must be accompanied by an adult.
2. Movie selections are made by the Amenity Manager's office based on new releases. Suggestions from Residents are also considered.
3. Scheduled movies and show times are posted and subject to change.
4. Closed-captioning is available for certain movies at certain show times. Please check with the Amenity Manager or Staff to obtain the schedule.
5. Be courteous and arrive on time. Movies are not to begin prior to the scheduled show time.
6. Reservations for the Cinema shall be made through the Amenity Manager's office.
7. Contact the Amenity Manager or Staff for assistance with equipment.
8. Be sure the Cinema is clean and free from trash and debris following any function. Any Resident or Non-Resident Member who reserves and holds a function in the Cinema and fails to clean up and return it to the condition in which it was obtained may be charged a clean-up fee by the Amenity Manager.
9. Report any loose seats, lighting issues, or other facility needs to the Amenity Manager or Staff.

v. CARD ROOMS/BILLIARDS/GAMES

1. Rooms are available during normal hours for open play, however, as many different card and billiard games are held at regularly scheduled times, you should contact the Activities Office or Ashtonliving.net for a list of scheduled activities.
2. Reservations for the Card/Game Room can be made through the Amenity Manager's office.
3. When group activities are scheduled, please be courteous of others. Random play is acceptable when the rooms are not scheduled for group activities.
4. Due to the large demand for these rooms, reservations should include the number of tables required to meet the needs of the group. Tables not used will be considered "open" and will be made available for use by another group or individual.

vi. CLUBHOUSE AND HFC

1. Residents, Non-Resident Members, and members of the general public are responsible for ensuring that their Guests adhere to the Policies set forth herein.
2. The volume of live or recorded music must not violate applicable local government noise ordinances.
3. No open burning or candles are allowed at the facility.
4. Alcoholic beverage service, if approved, shall only be obtained through a service licensed to serve alcoholic beverages. Such service will be required to provide the Amenity Manager with a certificate of insurance, naming the District as an additional insured party. The Amenity Manager may make an exception to this requirement, in advance, for community events such as pot luck dinners, bingo events and private functions held by Patrons who have reserved the Community Center. Patrons will be allowed to bring beer or wine for personal use when such a community event is held.
5. Patrons are not allowed to bring or use grills or smokers at the Community Center. Upon approval by the Amenity Manager, Patrons may hire an insured caterer to provide this service. The location of any grill or smoker will be at the discretion of the Amenity Manager. Such catering service will be required to provide the Amenity Manager with a certificate of insurance, naming the District as an additional insured party.
6. Each organization, group or individual reserving the use of an Amenity Facility (or any part thereof) agrees to indemnify and hold harmless the District, the owners of the Amenity Facility and the owner's officers, agents and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity, for injuries, death, property damage of any nature, arising out of, or in connection with, the use of the District lands, premises and/or Amenities Facilities, including litigation or any appellate proceeding with respect thereto. Nothing herein shall constitute or be construed as a waiver of the District's sovereign immunity granted pursuant to Section 768.38, Florida Statutes.

vii. COURTYARD AND OUTDOOR KITCHEN

1. The courtyard is furnished with tables, chairs, and grilling equipment. Reservations for the courtyard may be made through the Community Center Amenity Manager's office.
2. If you are unsure how to operate the grills or need assistance with any equipment, please contact the Community Center Amenity Manager or Staff for instructions.
3. Please contact the Community Center Amenity Manager or Staff for assistance if equipment at the courtyard fails to operate properly.
4. Guests must be eighteen (18) years of age to operate the grills at the courtyard.
5. The courtyard and surrounding area must be clean and free from trash and debris following any function. Patrons reserving and holding a function at the courtyard and fails to clean up and return it to the condition in which it was obtained may be charged a clean-up fee by the Community Center Amenity Manager.

viii. CRAFT ROOMS

1. Craft Rooms are open during normal operating hours. They are available for general use when not reserved.
2. Reservations for the Craft Rooms can be made through the Amenity Manager's office.
3. If, at any time, the equipment in the Craft Room fails to operate properly, please contact the Amenity Manager or Staff for assistance.
4. Please be courteous of others' projects and do not touch or handle them.
5. Guests under eighteen (18) years of age must be properly supervised by an adult.

ix. FITNESS CENTERS

1. Fitness centers are open daily during normal operating hours.
2. Patrons are encouraged to receive training on the apparatus before utilizing equipment
3. Each facility provides televisions for Patrons. Please be considerate when setting volume levels.
4. Individuals must be fourteen (14) years of age and older to use District Fitness Centers. Individuals 14-17 years of age must be accompanied by an adult.
5. Food, including chewing gum, is not permitted within the District Fitness Centers. Beverages, however, are permitted in the Fitness Centers if contained in non-breakable containers with screw-top or sealed lids.
6. Appropriate attire and footwear (covering the entire foot) must be worn at all times in the District Fitness Centers. Appropriate attire includes tee-shirts, tank tops, shorts, and/or athletic wear (no swimsuits).
7. Each individual is responsible for wiping off fitness equipment after use with the antiseptic wipes provided by the Districts.
8. Use of personal trainers is permitted in the District Fitness Centers with approval from the Amenity Manager.
9. Hand chalk is not permitted to be used in the District Fitness Centers.
10. Radios, tape players, MP3 players and CD players are not permitted unless they are personal units equipped with headphones.
11. No bags, gear, or jackets are permitted on the floor of the District Fitness Centers or on the fitness equipment.
12. Weights or other fitness equipment may not be removed from the District Fitness Centers.
13. Limit use of cardiovascular equipment to thirty (30) minutes and step aside between multiple sets on weight equipment if other persons are waiting.
14. Be respectful of others. Allow other Patrons and Guests to also use equipment, especially the cardiovascular equipment.
15. Replace weights to their proper location after use.
16. 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.
17. Any fitness program operated, established and run by the Amenity Manager may have priority over other users of the District Fitness Centers.

x. HORSESHOES

1. Horseshoe equipment, if available, may be obtained from the Shuffleboard storage closet.
2. Appropriate dress is required on the court.

3. No tossing of horseshoes while someone is in a pit or in the throwing lane. Horseshoes tumble when thrown and participants need to safely clear the pit.
4. Guests under the age of eighteen (18) years of age may play provided they are supervised by an adult Patron and are physically capable of tossing a shoe to the pit. Supervising adults are responsible for children's safety.

xi. INDOOR SPORTS COURTS

1. Various articles of equipment, if available, may be obtained from the equipment storage area.
2. Proper etiquette shall be adhered to at all times. The use of profanity or disruptive behavior is prohibited.
3. Proper athletic shoes and attire are required at all times while on the courts. Shirts must be worn. No black-soled shoes are allowed.
4. Proper safety equipment, such as protective eyewear, must be used when appropriate to the sport being played.
5. Beverages are permitted at the sports courts if they are contained in non-breakable containers with screw-top or sealed lids.
6. No chairs, other than those provided by the Districts, are permitted on the sports courts.
7. Guests under the age of eighteen (18) must be accompanied by an adult Patron.
8. Courts must be cleaned up after use.

xii. LAKES AND PONDS (FISHING)

1. Patrons may fish from any District owned Pond within the Lake Ashton Community Development District and Lake Ashton II Community Development District. Please check with the Amenity Manager for rules and regulations pertaining to fishing and for proper access points to these bodies of water.
2. No water crafts of any kind are allowed in the Ponds, except for small remote-controlled boats intended for recreational purposes.
3. Swimming, wading, and/or pets are not allowed in any Pond.
4. The Ponds may be occupied with Alligators and other wildlife that can present a danger to Individuals along the Pond banks. All Individuals should exercise extreme caution, but Individuals must be especially mindful of the risk if small children or pets are present. They should not be left unattended.
5. Regarding Ponds within the Golf Course:
 - a. The Districts encourage a "catch and release" policy for any fish caught in the Ponds because of the frequency with which the Golf Course is treated with herbicides and fertilizers which may produce run-off into the Ponds within the Golf Course.
 - b. Non-Golfers using the Ponds along the Golf Course must exercise extreme caution when Golfers are present and playing golf because of the risk of being hit by an errant golf ball or golf club. Non-Golfers using the Ponds should position themselves away from the flight of any Golfer's shot and be aware of Golfers hitting. Golf Carts being used by Non-Golfers using the Ponds should be parked way from play and off the Pathways/Bridges.

xiii. LIBRARY/MEDIA CENTERS

1. There are two library/media centers, one in the Clubhouse and one in the Community Center. They have books, puzzles, computers, tables, DVDs and an area for reading.
2. Books and puzzles are donated by Patrons for use by other Patrons. They may be removed but must be returned upon completion to either Amenity Facility.
3. District computers and their content, including email, are subject to monitoring and access by the District at any time with or without consent or prior knowledge of the user. The District reserves the right to monitor any use of network resources, to monitor computer and internet usage, including, but not limited to: sites visited, searches conducted, information uploaded or downloaded and to access, retrieve and delete any data stored in, created, received, or sent over the network or using network resources for any reason.
4. It is strictly prohibited to use a District compute for wireless internet access to seek, send or store Inappropriate Content (as defined herein) and/or for unauthorized copying of copyrighted material. Examples of copyrighted materials include, but are not limited to: commercial music, video, graphics, or other intellectual property. The Districts assume no responsibility for any damages, direct or indirect, that may occur from the use of its electronic resources. Users of the Districts computers and/or wireless internet access peruse the internet at their own risk, realizing the potential for accessing offensive, inaccurate, illegal, or fraudulent information.
5. The District reserves the right to revoke any User's access to the Districts' computers and/or wireless internet at any time.

xiv. MEDIA

1. Districts' Media (as defined herein) is provided for the dissemination of factual community information by the Districts to Patrons. The District hereby adopts a no commercial advertisements policy, including those related to Political Issues. This policy provides that the District will not, through its newsletter, e-blast system, website, on the recreational facilities walls or grounds or through other District medium, allow commercial advertisements of any kind, regardless of content. The only commercial advertisements permitted are those that are of official District or Club events, as determined by the Amenity Manager.
2. It is the intent of the Districts to maintain Media as a non-public forum for the dissemination of factual community information by the Districts to Patrons.
3. Clubs that meet the criteria for a Club under the Policies and are properly registered with the Amenity Manager, may submit material for inclusion in Media.
4. All information included in Media shall be limited to factual information, shall not advocate passage or defeat of a candidate, party, measure or other Political Issue, and shall not support, endorse or oppose a candidate for nomination or election to a public office or office of political party or public officer.
5. The provisions hereunder regarding Media shall not be interpreted to prohibit any publications, postings, mailings or information produced, endorsed or circulated by the Supervisor of Elections, local, state, federal or other government of competent jurisdiction

over the Districts or to such publications, postings, mailings or information permitted under local, state or federal law.

6. The Districts may accept paid political advertising that complies with Chapter 106, Florida Statutes, and all applicable local, state and federal laws. The advertising rates for such paid political advertising shall be the same as those rates charged to other members of the public for paid advertising. It is the sole responsibility of the party submitting the paid political advertising to ensure the advertisements compliance with all laws, including, but not limited to, those laws requiring mandatory language and/or a disclaimer within the paid political advertising.
7. Notwithstanding any of the foregoing, the Districts reserve full editorial rights to select, exclude, modify, add or delete material submitted for inclusion in Media, including the right to edit material relating to Political Issues, and the Districts additionally reserve the right to include a disclaimer in Media noting the LA CDD and LAII CDD does not endorse or support a particular candidate, party, measure or issue.

xv. PAVILION

1. Use of the Pavilion is by reservation only. Reservations can be made through the Amenities Manager's office.
2. The Pavilion is furnished with tables, chairs, fans, electricity, and grills. If you are unsure how to operate the grills or need assistance with any equipment, please contact the Amenity Manager or Staff for instructions.
3. If, at any time, the equipment at the Pavilion fails to operate properly, please contact the Amenity Manager or Staff for assistance.
4. Guests must be eighteen (18) years of age and older to operate the grills.
5. Ensure that the Pavilion and surrounding area is clean and free from trash and debris following any function. Patron who reserves and holds a function at the pavilion and fails to clean up and return it to the condition in which it was obtained may be charged a clean-up fee by the Amenity Manager.

xvi. PET PARKS

1. Pet parks are open daily from sunrise to sunset. Specific times will vary based on the time of year.
2. The security staff will unlock and lock the gates daily.
3. Both pet play parks welcome all sized pets.
4. Pets must be kept on a leash until through the transition gates. Owners must carry a leash with them at all times.
5. Owners are liable for the actions and behavior of their pets at all times.
6. All pets must wear a collar with identification, current license, and rabies certification. All pets must have all required current vaccinations.
7. All pet waste must be cleaned up immediately by the owners and disposed of properly in the receptacles provided.
8. Aggressive or unruly pets must be leashed and removed from the parks immediately.

9. Pets in heat, displaying aggression or signs of illness or disease are prohibited from using the facility until the circumstances are corrected. This applies equally to pets with worms, fleas, or ticks.
10. All pet handlers must be at least eighteen (18) years of age.
11. No children are allowed in the parks without adult supervision.
12. Pets are not allowed to dig holes. Their owners are responsible for immediately stopping the digging and refilling any holes with soil.
13. At the first sign of aggression or if a pet becomes unruly and plays too rough, the pet must be leashed and removed from the pet park immediately and banned for the remainder of the day. This will also cause a verbal warning to be issued to the owner by the Amenity Manager.
14. In the event the pet harms, bites or fights another pet or an owner, the pet will be banned from visiting the parks while other pets are present for a period of thirty days.
15. If a second incident of harm, biting, or fighting occurs within a six (6) month period, the pet will be banned from the pet park for one (1) year.

xvii. PICKLEBALL

1. Pickleball courts can be reserved through the Amenity Manager. Non-reserved courts are available for open play on a first-come, first-served basis.
2. Use of a pickleball court is limited to one hour when others are waiting, unless the court is used pursuant to a reservation discussed above. Play may continue if no one is waiting.
3. If you find it necessary to “bump” other players when it is your turn to play:
 - a. Never attempt to enter someone else’s court before your reservation time.
 - b. Never enter the court or distract players while others are in the middle of a point or game.
 - c. Wait outside the entrance gate and politely inform the players that you have a reservation time.
 - d. Allow players to finish one more point, and then begin the player changeover for the court.
 - e. If you are bumped from a court and wish to continue play, please notify the office Staff and they will do their best to get you on the next available court.
4. Proper pickleball etiquette shall be adhered to at all times. The use of profanity or disruptive behavior is prohibited.
5. Proper court shoes and attire, as determined by the Amenity Manager, are required at all times while on the courts. Shirts must also be worn at all times.
6. Due to demand, there is a three (3) Guest limit per court. Guests must be accompanied by a Patron and properly registered.
7. No jumping over nets.
8. Players must clean up after play. This includes “dead” balls, Styrofoam cups, plastic bottles, etc. The goal is to show common courtesy by leaving the court ready for play for Patrons who follow you.
9. Court hazards or damages must be reported to the Amenities Manager for repair.
10. No permanent boundary markers or lines may be placed on the courts, other than the existing lines.

11. Beverages are permitted at the facility if they are contained in non-breakable containers with screw-top or sealed lids. No food or glass containers are permitted on the tennis courts.
12. No chairs, other than those provided by the District are permitted on the pickleball courts.
13. Lights at the pickleball facility must be turned off after use.

xviii. RESTAURANT

1. The Lake Ashton Clubhouse restaurant is open to Patrons and Non-Residents. Operating hours and menu are determined by the restaurant and are posted at the Clubhouse and on www.ashtonliving.net.
2. Proper attire must be worn at all times when in the restaurant or when seated on its patio; shoes and shirts are required.
3. All Patrons and Guests are also required to adhere to any posted Policy regarding the restaurant that has been approved by the Board of Supervisors.

xix. SHUFFLEBOARD

1. Shuffleboard equipment, if available, may be obtained from the Shuffleboard storage closet.
2. Appropriate dress is required on the court. Shirts and shoes are required at all times.
3. Pucks or sticks are not to be thrown.
4. No person or person(s) should walk on or across the Shuffleboard Court.
5. Guests under eighteen (18) years of age may play if supervised by an adult Patron who understands the rules and regulations of the game.

xx. SPA

1. There is no lifeguard on duty. Patrons and Guests swim at their own risk and must adhere to swimming pool rules at all times.
2. Spa is open during normal operating hours.
3. You must be thirteen (13) years of age to use the spa.
4. Children under the age of eighteen (18) must be accompanied by an adult.
5. Maximum capacity is seven (7) people.
6. No food or beverages are allowed within six (6) feet of the spa.
7. Beverages must be in non-breakable containers with a lid.

xxi. SWIMMING POOLS

1. The Swimming pool is open for free swim unless restricted due to the scheduling of swim lessons and aquatic/recreational programs approved by the Amenity Manager.
2. There is no lifeguard on duty. Patrons and Guests swim at their own risk and must adhere to swimming pool rules at all times.
3. All Patrons must present proper identification or Guest Passes when requested by Staff. As a rule, a Resident may allow up to four (4) Guests to the swimming pool areas.
4. Use of the swimming pools is permitted only during designated hours.

5. Pool and spa availability may be limited or rotated in order to facilitate maintenance of the facility and to maintain health code regulations.
6. Any person swimming during non-posted swimming hours will be subject to suspension and termination policy.
7. Guests under eighteen (18) years of age must be accompanied by an adult at all times
8. Proper swim attire (no cutoffs) must be worn in the pool.
9. 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 swimsuit over the swim diaper, to reduce the health risks associated with human waste in the swimming pool/deck area.
10. Adults with bladder control issues or incontinence must wear appropriate attire.
11. The changing of diapers or clothes is not allowed poolside.
12. Showers are required before entering the pool.
13. No one shall pollute the pool. Anyone who pollutes the pool is liable for any costs incurred in treating and reopening the pool.
14. Loud, profane, or abusive language is absolutely prohibited; no physical or verbal abuse will be tolerated.
15. Diving is prohibited; no diving, jumping, pushing, running, throwing any item or other horseplay is allowed in the pool or on the pool deck area.
16. No pets (except service animals), bicycles, skateboards, roller blades, scooters and golf carts are permitted on the pool deck area.
17. Radios, tape players, CD players, MP3 players and televisions are not permitted unless they are personal units equipped with headphones or for scheduled activities such as aqua fitness classes.
18. Play equipment, such as floats, rafts, snorkels, flotation devices and other recreational items must meet with Staff approval. Radio controlled water craft are not allowed at any time in the pool area. The facility reserves the right to discontinue usage of such play equipment during times of peak or scheduled activity at the pool, or if the equipment causes a safety concern.
19. Pool entrances must be kept clear at all times.
20. No swinging on ladders, fences, or railings is allowed.
21. Pool furniture is not to be removed from the pool area.
22. No food or drink are allowed within the area of the wet pool deck (which is defined as the area within four (4) feet of the pool).
23. Food and drinks are permitted outside the wet pool deck area. Glass containers, dishes, and drinking cups are prohibited. Food and non-alcoholic beverages may be brought to the pool area for personal use.
24. No chewing gum is permitted in the pool or spa or on the surrounding deck areas.
25. The Districts are not responsible for lost or stolen items.
26. Chemicals used in the pool/spa may affect certain hair or fabric colors. The Districts are not responsible for these effects.
27. The Amenity Manager will control whether swimming is permitted in inclement weather, and the pool facility may be closed or opened at their discretion. While at the Clubhouse outdoor Pool, if the lightning alarm sounds, all Patrons must evacuate the pool immediately.

xxii. TENNIS COURTS

1. Tennis courts can be reserved through the Amenity Manager. Non-reserved courts are available for open play on a first-come, first-served basis. Patrons desiring to use the tennis courts should check with Staff to verify availability. Use of a tennis court is limited to one and a half (1.5) hours when others are waiting, unless the court is used pursuant to a reservation discussed above. Play may continue if no one is waiting.
2. If you find it necessary to “bump” other players when it is your turn to play:
 - a. Never attempt to enter someone else’s court before your reservation time.
 - b. Never enter the court or distract players while others are in the middle of a point or game.
 - c. Wait outside the entrance gate and politely inform the players that you have a reservation time.
 - d. Allow players to finish one more point, and then begin the player changeover for the court.
 - e. If you are bumped from a court and wish to continue play, please notify the office Staff and they will do their best to get you on the next available court.
3. Proper tennis etiquette shall be adhered to at all times. The use of profanity or disruptive behavior is prohibited.
4. Proper tennis shoes and attire are required at all times while on the courts. Shirts must be worn at all times.
5. Guests are limited to three (3) to a single court. Guests under the age of eighteen (18) are not allowed to use the tennis facility unless accompanied by an adult Patron.
6. No jumping over nets.
7. Players must clean up after play. This includes “dead” balls, Styrofoam cups, plastic bottles, etc. The goal is to show common courtesy by leaving the court ready for play for Patrons who follow you.
8. Court hazards or damages of any type need to be reported to the Amenity Manager for repair.
9. Persons using the tennis facility must supply their own equipment (rackets, balls, etc.).
10. No permanent boundary markers or lines may be placed on the tennis courts, other than the existing tennis lines.
11. Beverages are permitted at the tennis facility if they are contained in non-breakable containers with screw-top or sealed lids. No food or glass containers are permitted on the tennis courts.
12. No chairs, other than those provided by the District, are permitted on the Tennis Courts.
13. Lights at the tennis facility must be turned off after use.
14. A Spinshot tennis ball machine is available at the Clubhouse tennis facility. Use of the machine must be used in accordance with posted instructions. Training for the use of the equipment must occur prior to use and persons using this piece of equipment do so at their own risk.

xxiii. WILDLIFE

1. When using the Amenity Facilities, including especially outdoor areas and open spaces, please adhere to the following guidelines in regards to non-domesticated animals (“Wildlife”):

- i. Wildlife encountered within the Amenity Facilities should never be approached.
 - ii. Never leave small children unattended.
 - iii. Never feed wild animals, or leave food/garbage unattended.
 - iv. Wildlife are likely to be present in all natural waters or wetlands. Please take caution and be vigilant when close to such areas.
2. The Lake Ashton Community is a natural Wildlife habitat; therefore, exercise caution and vigilance at all times.
 3. Please visit the Florida Fish and Wildlife Conservation Commission's website for more information regarding interaction with Wildlife common to Florida, found here: <https://myfwc.com/conservation/you-conserve/wildlife/>

xxiv. GOLF COURSE

1. **Cart Paths and Bridges**

- i. All Pathways/Bridges within the Golf Course are shared equally between golfers, golf carts, pedestrians and bicyclists. Use of the Pathways/Bridges by Non-Golfers during hours when golf is being played creates potential safety hazards; therefore, all users of the Golf Course must exercise extreme caution when golf is being played.
- ii. To reduce danger and likelihood of being struck by a golf ball, Non-Golfers should walk or ride in the opposite direction of play (starting on Hole 18 and ending on Hole 1), pause as golfers ("Golfers") are about to hit, and only continue once the Golfers have struck their balls. Golfers should wave Non-Golfers through if the approaching Non-Golfers are fast moving or can pass by quickly.
- iii. **Non-Golfers must stay on the Pathways/Bridges or Pond banks.** Non-Golfers are encouraged to monitor the daily email circulated by Pro Shop staff members announcing course conditions, closures, and starting times for the groups on each course. In doing so, Non-Golfers can identify periods when no golfers are on the course. One course is normally closed on Monday and League play (Tuesday, Wednesday, and Thursday) does not start until 9:00 a.m.; however, Non-Golfers should check the conditions of each course before use. Additionally, it is generally safer to walk before 8:00 a.m. or after 4:00 p.m., when golfers are less likely to be present.
- iv. Pathways adjacent to Ponds and bridges can be dangerous. Golf Carts should operate at a safe speed and always use headlights after dusk. Extreme caution should be taken when traveling through standing water on Pathways.
- v. Pets are permitted to be walked and exercised on the Pathways/Bridges. At no time should they be in the fairways or within thirty feet of a green. Pets must be on leash or in a Golf Cart at all times. Pet owners are responsible to pick up after their pet.
- vi. **Use Golf Course At Own Risk:** All Individuals who enter the Golf Course and/or utilize Pathways/Bridges and/or Ponds, including as a Non-Golfer pedestrian or within a Golf Cart, shall do so at his or her own risk as further provided in Section XII herein and assumes all risks associated with entering property used for playing golf, including but not limited to errant golf balls and golf clubs.

2. **Ponds within the Golf Course**

- i. The Districts encourage a “catch and release” policy for any fish caught in the Ponds because of the frequency with which the Golf Course is treated with herbicides and fertilizers which may produce run-off into the Ponds within the Golf Course.
- ii. Non-Golfers using the Ponds along the Golf Course must exercise extreme caution when Golfers are present and playing golf because of the risk of being hit by an errant golf ball or golf club. Non-Golfers using the Ponds should position themselves away from the flight of any Golfer’s shot and be aware of Golfers hitting. Golf Carts being used by Non-Golfers using the Ponds should be parked way from play and off the Pathways/Bridges.
- iii. See Section XI.xii. for additional rules regarding Ponds.

3. Golf

- i. Golf may be played at the Golf Course for a fee. Any unauthorized individual found using the Golf Course facilities or playing the course will be asked to make restitution. If payment is not received, the individual will be removed and receive a warning.
- ii. Tee times are available upon request through the Pro Shop. Prior to play, Golfers must report to the Pro Shop. Golfers are asked to abide by local rules regarding dress, behavior, and play. Golfers should comply with announcements on course playing conditions.
- iii. Golfers are reminded that they share the Pathways/Bridges and Ponds with Non-Golfers. Golfers do not have any higher priority for use than any Non-Golfer and need to be considerate in allowing use by all Lake Ashton Community members.

xxv. GOLF CARTS

- 1. Golf Cart operations within the Districts shall abide by all applicable provisions of this Policy, Florida Statutes, as amended, and local ordinances and regulations, including, but not limited to, compliance with Chapters 316 and 320, *Florida Statutes*, all traffic control devices, local traffic laws, and the City of Winter Haven’s Ordinance Sec. 18-155.
- 2. All Golf Carts used on or within the Amenities, including but not limited to the Golf Course and the Pathways/Bridges, must be registered at LAII CDD’s Health and Fitness Center. Registration includes acknowledgement of these Policies, including specifically but not limited to this Section XI.xxv. (GOLF CARTS) and Section XII. (USE AT OWN RISK; INDEMNIFICATION) and displaying the appropriate Golf Cart decal when operating a Golf Cart within or on the Amenities. If the decal is not properly displayed, the Golf Cart operator will be asked to leave the Amenity.
- 3. Safety Recommendations: the Districts recommends all owners and/or operators of Golf Carts used on or within the Amenities abide by the following safety recommendations:
 - i. Use extreme caution when traveling on Pathways/Bridges, especially if within the Golf Course when golf is being played;
 - ii. The Districts recommend Golf Cart owners obtain liability insurance insuring against personal injury and damage to property with limits of at least \$300,000;
 - iii. Equip Golf Cart with efficient brakes, reliable steering apparatus, safe tires, a rearview mirror, and red reflectorized warning devices in both the front and rear.
 - iv. Regularly check Golf Cart for safe operation of brakes, lights, steering, turn signals, and tires.

- v. Make sure batteries are charged to good operating levels.
- vi. When passing or approaching another Golf Cart on a path, one Golf Cart should move to the side toward the Amenity property to allow the other cart to pass. Under no circumstances, should passing Golf Carts drive onto private property.
- vii. Passengers and drivers should keep all body parts inside the Golf Cart while it is in motion;
- viii. Passengers should have both feet planted firmly on the floor while the Golf Cart is moving;
- ix. Passengers should sit with their right hip against the right arm of the seat;
- x. Passengers should be aware of traffic conditions. A sharp, unexpected turn can throw a rider from the Golf Cart. On turns and fast straightaways, passenger should use right hand to grasp the right arm of the seat.

XII. USE AT OWN RISK; INDEMNIFICATION

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

Should any Patron, Guest, or other person, bring suit against the Indemnitees in connection with the Activities or relating in any way to the Amenities, and fail to obtain judgment therein against the Indemnitees, said Patron, Guest, or other person shall be liable to the Districts for all attorney’s fees, costs, and other expenses for investigation and defense and in connection with, among other proceedings, alternative dispute resolution, trial court, and appellate proceedings.

The waiver of liability contained herein does not apply to any act of intentional, willful or wanton misconduct by the Indemnitees.

For purposes of this section, the term “Activities,” shall mean the use of or acceptance of the use of the Amenities, utilization of the Golf Course, Pathways/Bridges, and/or Ponds (including but not limited to as a pedestrian or within a Golf Cart), or engagement in any contest, game, function, exercise, competition, sport, event, or other activity operated, organized, arranged or sponsored by the Districts, its contractors or third parties authorized by the Districts.

XIII. SOVEREIGN IMMUNITY

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

XIV. SEVERABILITY

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

XV. OTHER RULES AND POLICIES

The Districts have also adopted other rules and policies governing the use of District property. Please contact the District Manager for copies of all such rules and policies

JOINT AMENITY FACILITIES POLICIES

OF THE

**LAKE ASHTON
COMMUNITY DEVELOPMENT DISTRICT**

AND

**LAKE ASHTON II
COMMUNITY DEVELOPMENT DISTRICT**

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JOINT AMENITY FACILITY POLICIES:
Lake Ashton Community Development District
Lake Ashton II Community Development District

Law Implemented: ss. 190.011, 190.035, Fla. Stat. (2019)

Effective Date: October 19, 2020

Deleted: September 27, 2019

In accordance with Chapter 190 of the Florida Statutes, and on October 19, 2020, at a duly noticed joint public meeting and after a duly noticed joint public hearing, the Boards of Supervisors of the Lake Ashton Community Development District and Lake Ashton II Community Development District adopted the following rules / policies to govern the operation of the Districts' Amenity Facilities. All prior rules / policies of the Districts governing this subject matter are hereby rescinded.

Deleted: September 27, 2019

I. DEFINITIONS

“Amenity Facilities” or “Amenities” - shall mean the properties and areas owned by the Districts and intended for recreational use and shall include, but not specifically be limited to, the Lake Ashton Clubhouse, the Lake Ashton Health and Fitness Center (HFC), the Golf Course, and the Pathways/Bridges, together with appurtenant facilities and areas.

Deleted: and

“Amenities Facilities Policies” or “Policies” – shall mean the Joint Amenity Facilities Policies of the Lake Ashton Community Development District and Lake Ashton II Community Development District.

“Amenity Manager” – shall be each respective Districts’ “Community Director,” or in his/her absence, the designated representative.

“Board of Supervisors” or “Boards” – shall mean the Board of Supervisors of the Lake Ashton Community Development District and/or Lake Ashton II Community Development District.

“Commercial Purposes” – shall mean those activities which involve, in any way, the provision of goods or services for compensation but shall not include any activities of the Districts.

“Districts” – shall mean the Lake Ashton Community Development District (“LA CDD”) and Lake Ashton II Community Development District (“LAIID CDD”), each a political subdivision of the State of Florida, created pursuant to Chapter 190 of the Florida Statutes. Each individually may be referred to herein as a “District.”

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

“Golf Cart” – shall be defined as such term and the term ‘low-speed vehicle’ is defined in Florida Statutes, as amended.

“Golf Course” – shall mean the Lake Ashton Golf Club properties and facilities within the Districts.

“Guest” – shall be any Non-Resident invited by a Patron to access and use the Amenity Facilities. Guests must be properly registered and comply with all Policies. (A Patron’s ability to register may be reviewed by an Amenity Manager if exceeding 12 Guest registrations annually.)

“Individual” – shall mean any Patron, Guest, or Non-Resident utilizing an Amenity.

“Inappropriate Content” – shall mean content that is fraudulent, harassing, embarrassing, sexually explicit, profane, obscene, intimidating, defamatory, or contains sexual comments, obscenities, nudity, pornography, abusive or degrading language, antisocial behavior, or inappropriate comments concerning race, color, religion, sex, national origin, marital status, or disability, violates any District Policies or rules, has the potential to cause the District(s) public harm or disrepute, or is otherwise unlawful..

“Lake Ashton Community” or “Community” – shall mean the Lake Ashton residential golf development within which both the LA CDD and LAII CDD are located.

“May” and “Shall” - as used herein, the word “may” is permissive; the word “shall” is mandatory.

“Media” – shall mean certain publications and media produced by the Districts and solely intended to provide community information, including but not limited to the Lake Ashton Times.

“Non-Resident” – shall mean any person(s) who does not own or rent property within either District and has not paid the Annual User Fee.

“Non-Golfer” – shall mean any Individual on the Golf Course not playing golf.

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

“Non-Resident Member” – shall mean any individual not owning or renting property in either District who is paying the Annual User Fee to the District(s) for the non-exclusive right to use of all Amenity Facilities.

“Pathways/Bridges” – shall mean all golf cart pathways, walking paths, and/or ancillary bridges within the Golf Course.

“Patron” or “Patrons” – shall mean Residents, Non-Resident Members, and Renters/Leaseholders.

“Political Issue” – shall mean any candidate, whether partisan or nonpartisan, political party, issue, referendum, or amendment that is subject to a vote of electors, whether local, state or federal.

“Ponds” – shall mean one of the over sixty (60) lakes or ponds located within the Lake Ashton Community.

“Renter/Leaseholder” (residential) – shall mean any tenant residing in a Resident’s living unit pursuant to a valid rental or lease agreement.

“Rental Facilities” – shall mean the Amenity Facilities available to Patrons, Non-Residents, and Lake Ashton Community organizations for rent or reservation including, but not limited to, the Ballroom, Reflection Garden, Card Rooms, Cinema, Conference Rooms, HFC, Courtyard, Catering Kitchen, Sports Court, Poker Room, and Craft Rooms.

“Resident” – shall mean any person or persons owning a home or lot within either District.

“Staff” – shall mean any employee, contractor, or volunteer that works under the Amenity Manager or District Manager.

II. PURPOSE

This document, jointly prepared and agreed to by both the LA CDD and LAII CDD Boards of Supervisors, applies to all Individuals, pursuant to usage of all Amenities within both Districts. Compliance with the Policies and provisions is mandatory and will be enforced.

The Board(s), the District Manager, the Amenity Manager and Staff shall have full authority to enforce these Policies. However, the Boards by a vote at a public meeting, District Manager, and/or Amenity Manager shall have the authority in its/their sole discretion to waive strict application of any of these Policies when prudent, necessary or in the best interest of the Districts and Patrons, provided however, any permanent waiver must be approved by both Boards and such a temporary waiver of any Policy by the Amenity Manager shall not constitute a continuous, ongoing waiver of said Policy.

The Boards jointly reserve the right to amend, modify, or delete, in part or in their entirety, these Policies when necessary, at a duly-noticed Board meeting, and will notify the Patrons of any changes. Use of the Amenity Facilities may be subject to payment of applicable fees or rates set by the respective Districts. To change or modify rates or fees beyond the increases specifically allowed by District(s) rules and regulations, the Boards must hold a duly-noticed public hearing on said rates and fees. Each district may unilaterally update rules specific to amenities solely within their respective boundaries.

III. AUTHORIZED USERS

Only Patrons and Guests are authorized to use the Amenity Facilities (each such a “Users”), all as further provided within these Policies and below; provided however certain events may be available to the general public where permitted by the Districts and subject to payment of any applicable fees and satisfaction of any other applicable requirements. Specifically, Users are subject to the following:

RESIDENTS: Residents, upon producing proper identification, can access and use all Amenity Facilities within the Districts. They are entitled to bring up to four (4) guests at a time, unless other arrangements have been made with an Amenity Manager.

RENTERS/LEASEHOLDERS: Residents who rent or lease out their residential unit(s) in the Districts shall have the right to designate the Renter/Leaseholder of their residential unit(s) as the beneficial users of the Resident’s membership privileges for purposes of Amenity Facilities use.

The Renter/Leaseholder may be required to acquire a membership with respect to the residence which is being rented or leased, as well as purchase an ID card in order to be entitled to use the Amenity Facilities. A Renter/Leaseholder who is designated as the beneficial user of the Resident’s membership shall be entitled to the same rights and privileges to use the Amenity Facilities as the Resident.

During the period when a Renter/Leaseholder is designated as the beneficial user of the membership, the Resident shall not be entitled to use the Amenity Facilities with respect to that membership.

Residents shall be responsible for all charges incurred by their Renters/Leaseholders which remain unpaid after the customary billing and collection procedure established by the Districts. Resident owners are responsible for the deportment of their respective Renter/Leaseholder.

NON-RESIDENT MEMBERS: Non-Residents may pay an Annual User Fee and have access to all Amenity Facilities. As previously set by each District, both District’s Annual User Fee for any person not owning real property within the District is \$2,400.00 per year (split evenly amongst LA CDD and LAII CDD, as permitted by law), and this fee shall include privileges for two (2) people. Such Annual User Fee is adopted by: (i) LA CDD, pursuant to its Chapter II: Non-Residents User Fees, last set on February 26, 2007; and (ii) by LAII CDD, pursuant to its Chapter II: Non-Residents User Fees, last set on January 8, 2008. This payment must be paid-in-full at the time of completion of the Non-Resident Member application and the corresponding agreement. This fee will cover membership to all Amenity Facilities for one (1) full year from the date of receipt of payment by either District. Each subsequent annual membership fee shall be paid-in-full on the anniversary date of application for membership. Each District retains the authority to establish its own Annual User Fee, per these policies it is the intent of both Districts to set both Annual User Fees at the same level. As previously provided in the Districts rules setting such Annual User Fees, such fee may be increased, not more than once per year, by actions of the respective Boards, to reflect increased costs of operation of the Amenity Facilities. This membership is not available for commercial purposes.

GUESTS: All Guests, regardless of age, must register with the office of the Amenity Manager prior to using the Amenity Facilities. The Patron inviting the Guest must be present upon registration, unless other arrangements have been made with the Amenity Manager's office.

All Guests under eighteen (18) years of age must be accompanied at all times while using the Amenity Facilities by a parent or adult Patron over eighteen (18) years of age.

Guests over the age of eighteen (18) must register and may use the Amenity Facilities unaccompanied by Patron, and must also sign a waiver of liability.

Patrons who have registered a Guest are responsible for any and all actions taken by said Guest. Violation by a Guest of any of these Policies as set forth by the Districts could result in loss of that Patron's privileges and membership as set forth in Section 5 – Suspension and Termination of Privileges.

IV. IDENTIFICATION CARDS

ID cards (or similar access devices) may be issued to all members of each Resident's household and/or Non-Resident Members. Guest Passes shall be issued to all Guests upon registering with Amenity Manager. Each Patron and/or Guest will be required to present proper credentials upon request by Staff. If not presented, the individual will be asked to leave the venue. Renters/Leaseholders will be required to purchase their own ID cards (or similar access devices). All lost or stolen ID cards should be reported immediately to the Amenity Manager's office. A fee will be assessed for any replacement cards or additional cards.

V. LOSS OR DESTRUCTION OF PROPERTY AND/OR INSTANCES OF PERSONAL INJURY

Patrons and their Guests assume sole responsibility for his or her personal property. The District and its contractors shall not be responsible for the loss or damage to any private property used or stored on or in any of the Amenity Facilities.

Any Patron or Guest utilizing District equipment is responsible for said equipment. Should the equipment be returned to the District damaged, missing pieces or in worse condition than when it was when usage began, that Patron or Guest will be responsible to the District for any cost associated with repair or replacement of the equipment.

Individuals 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 Districts or its contractors, or who engages in any contest, game, function, exercise, competition or other activity operated, organized, arranged or sponsored by the Districts, either on or off the Amenity Facilities' premises, shall do so at his or her own risk, and shall hold the Amenity Facilities' owners, the District, the Board of Supervisors, District employees, District representatives, District contractors and District agents, harmless from any and all loss, cost, claim, injury, damage or liability sustained or incurred by him or her, resulting therefrom and/or from any act of omission of the Districts, or their respective operators, supervisors, employees, representatives, contractors

or agents. Any Patron shall have, owe, and perform the same obligation to the Districts and their respective operators, supervisors, employees, representatives, contractors, and agents hereunder with respect to any loss, cost, claim, injury, damage or liability sustained or incurred by any Guest or family member of said Patron.

Should any party bound by these Policies bring suit against the District, the Board of Supervisors or Staff, agents or employees of the District, or any Amenity Facility operator or its officers, employees, representatives, contractors or agents in connection with any event operated, organized, arranged or sponsored by the District or any other claim or matter in connection with any event operated, organized, arranged or sponsored by the District, and fail to obtain judgment therein against the District or the Amenity Facilities' operators, officers, employees, representatives, contractors or agents, said party bringing suit shall be liable to the prevailing party (i.e., the District, etc.) 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.

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

VI. SUSPENSION AND TERMINATION OF PRIVILEGES

i. **Offenses:** An Individual's privileges to use the Amenity Facilities may be subject to various lengths of suspension or termination for up to one (1) calendar year by the Board of Supervisors, and the Individual may also be required to pay restitution for any property damage, if he or she:

1. fails to abide by any District rules or policies, including but not limited to these Policies and the Amenity Rate Rules;
2. submits false information on the application for a photo ID card or Guest pass;
3. permits unauthorized use of a photo ID card or Guest pass;
4. exhibits unsatisfactory behavior, deportment, or appearance;
5. engages in unreasonable and abusive behavior that threatens the welfare, safety or reputation of the District, or its supervisors, Staff, contractors, vendors, or other Patrons or Guests;
6. treats the Districts' supervisor, Staff, contractors, vendors, or other Patrons or Guests in an unreasonable or abusive manner;
7. damages or destroys District property.

ii. **Suspension and Termination Process:** In response to any violation of the rules, regulations, policies and procedures specified herein, including, but not limited to, those set forth in the section (i) above, the Districts, through its Boards, District Manager, and/or Amenity Manager, may follow the process outlined below with regard to suspension or termination of a Patron's or Guest's privileges:

1. First Offense – Verbal warning by Staff of such violations; the warning shall be summarized in a brief written report by Staff and kept on file in the Clubhouse and Community Center.
2. Second Offense – Written warning by Staff of continued violations sent by certified mail to the Patron/Guest and kept on file in the Clubhouse and Community Center offices. In addition, the Patron/Guest will be suspended from the Amenity Facilities for the remainder of the day on which the written warning is issued.
3. Third Offense – Automatic suspension by the Amenity Manager of all Amenity Facilities privileges for one (1) week. A written report will be created; a certified letter will be sent to the Patron/Guest and a copy of such letter kept on file in the Clubhouse and Community Center Offices.
4. Fourth Offense – Automatic suspension by the Amenity Manager from all Amenity Facilities for up to thirty (30) days or until the date of the next meeting of the Board of Supervisors of the District within which the violation occurred, whichever occurs first. An complete record of all previous documented offenses within the previous twelve (12) months will be presented to the Board for recommendation of suspension beyond thirty (30) days or possible termination of the Patron's/Guest's privileges for up to one (1) calendar year from the Board's approval of termination of privileges.

iii. **Health, Safety, Welfare.** Notwithstanding anything contained herein, the Amenity Manager may, at any time, remove, restrict or suspend an individual's privileges when such action is necessary to protect the health, safety and welfare of Districts' supervisor, Staff, contractors, vendors, or other Patrons and their Guests, or to protect the Amenity Facilities from damage.

Such restriction or suspension shall be for a maximum period of thirty (30) days or until the date of the next meeting of the Board of Supervisors of the District within which the violation occurred, whichever occurs first. Such infraction and suspension shall be documented by the Amenity Manager. The Operations Manager, District Manager and Board of Supervisors shall be notified to review this action at the next Board of Supervisors meeting.

iv. **Jurisdiction Reciprocal.** The ability to suspend or terminate privileges as provided herein shall be held by the District, through its Boards, District Manager, and/or Amenity Manager, in whose boundaries the violation at issue occurred. Violations that result in a suspension or termination in one District shall be brought up at the next Board of Supervisors meeting for the other District. Suspension or termination of privileges shall in no way prevent a member of the District Boards, the District Manager, District staff or members of the public from attending a duly advertised public meeting of either District.

v. **Appeals.** Any Individual who has his or her Amenities privileges restricted/suspended for at least thirty (30) days and/or terminated in accordance with this Policies

may appeal such restriction, suspension, or termination to the respective Board for reversal or reduction at the next regular meeting of such Board. The Board's decision on appeal shall be final.

VII. RESERVING FACILITIES

Amenity Facilities are available on a first-come, first-served basis, and subject to applicable fees or rates as set by the appropriate District. Requests to reserve facilities should be submitted through the Staff at the appropriate Amenity Facility.

Reservations are available for up to three (3) hour increments for all facilities listed in the reservation policy, with the exception of the Ballroom and HFC. These can be reserved for periods up to five (5) hours. Longer time increments may be approved by the Amenity Manager. There are no personal "standing" weekly reservations allowed for the Amenity Facilities listed in the reservation policies. Clubs and organizations may make "standing" reservations. These will be reviewed semi-annually by the Amenity Manager.

The Amenity Manager can reschedule any reservation if requested by a District. The Clubhouse or HFC must be notified if a scheduled reservation cannot be kept so the slot may be re-assigned. Reservations will be held for 15 minutes past your scheduled start time before re-assigning the reservation time slot.

VIII. RENTAL FACILITIES TERMS

Amenity Facilities are available for rent by Patrons, Lake Ashton approved Clubs/Organizations, and Non-Residents in accordance with the Policies of the District and the laws of the State of Florida. A complete list of Amenity Facilities available for rent, along with associated fees and deposits, are located as follows: (i) for LA CDD, in its Chapter III: Rules for Amenities Rates, last revised on September 7, 2018; and (ii) for LAII CDD, in its Chapter III: Rules for Amenities Rates, last revised on August 22, 2019, as may be amended from time to time (collectively, the "Amenity Rate Rules").

For functions held at an Amenity Facility having more than 25 people in attendance, a final guaranteed number of guests is to be conveyed to the Amenity Facilities events planner no later than five (5) days before the date of the scheduled event. In absence of a final guarantee, the number indicated on the original agreement will be considered correct. A check shall be made payable to the applicable District.

If required by the Amenity Rate Rules of the respective District, deposit(s) or fees shall be submitted to the Clubhouse or HFC in the form of a separate check made payable to the "Lake Ashton Community Development District" or the "Lake Ashton II Community Development District," as applicable.

IX. CLUBS AND OTHER ORGANIZATIONS

Any club, group or organization (collectively, "Clubs") desiring to utilize the Amenity Facilities activities display space, Channel 96/732, Coffee Meetings, or the Lake Ashton Times

newsletter to promote Club activities must be registered with the Amenity Manager and meet the following criteria:

1. Clubs must be comprised of a minimum of at least five (5) active members; all members must be Residents or Renters/Leaseholders.
2. No Club may be formed, and no activities held within the Amenities Facilities, for commercial or profit-making purposes.
3. The purpose of each Club must be to provide lifestyle-enhancing opportunities to Residents or Renters/Leaseholders and not to effectuate sales of products or services. No one household can profit from the club. Clubs may generate funds through dues and proceeds from Club organized events. If a Club chooses to generate funds, a check-and-balance system must be in place as well as a Club checking account.
4. Club membership and Club activities must be available to all Residents or Renters/Leaseholders. Criteria for Club membership should be governed by the individual club's by-laws.
5. Rules applying to the formation and admissibility of Clubs may be modified at the discretion of the Boards.
6. Violations of these Policies by any Club may result in the loss of that Club's privileges within the Amenity Facilities.

X. AMENITY POLICIES – GENERAL USAGE

CONDUCT: Individuals using the Amenity Facilities are expected to conduct themselves in a responsible, respective, courteous and safe manner, in compliance with all Policies/provisions and rules of the Districts governing the Amenity Facilities. Violation of the District(s) Policies and/or misuse or destruction of Amenity Facilities equipment may result in the suspension or termination of Amenity Facilities privileges with respect to the offending Individual.

CONFLICTS: Conflicts between Amenity users should be referred to Staff or security. Under no circumstances should verbal or physical confrontation occur between Amenity users.

ALCOHOL: All persons must be twenty-one (21) years of age to consume alcohol at any Amenity Facility, and must do so in a responsible manner.

In regards to LA CDD's Clubhouse: no alcohol may be brought into the physical structure of the Clubhouse, adjoining outdoor patio and pool deck. Alcoholic beverages held and/or consumed within the physical structure of the Clubhouse, adjoining outdoor patio and pool deck must be purchased through the holder of the liquor license registered with the State of Florida to serve alcoholic beverages at 4141 Ashton Club Drive, Lake Wales, Florida. Any registered holder of said liquor license shall be required to provide the Amenity Manager with an applicable certificate of insurance naming the District as an additional named insured.

In regards to LAII's Community Center: The Community Center Amenity Manager may approve consumption of alcohol for events held at the Community Center by a vendor who is in possession of a valid liquor license and proof of insurance. See Section XI(vi) regarding the Community Center herein for more specific information regarding alcohol at the Community Center.

SMOKING: Lake Ashton is a smoke-free community. Smoking tobacco products or electronic cigarettes are prohibited at all facilities and venues unless in a designated area

PETS: Pets, (with the exception of duly registered service animals) are not permitted at Amenities Facilities with the exception of Pet Parks. If a special event allowing pets has been approved by the Amenity Manager, pets must be leashed or in an appropriate carrier, or placed in a cage. Users are responsible to pick up after their pets and to dispose of any waste in a designated pet waste receptacle or outdoor dumpster.

PARKING: Vehicles must be parked in designated areas. Vehicles, bicycles and golf carts should not be parked on grass lawns, in any way which blocks the normal flow of traffic, or in any way that limits the ability of emergency service workers to respond to situations. The Amenity Manager reserves the right to waive this parking restriction in the event overflow parking is needed for a large event.

OVERNIGHT PARKING: There shall be no overnight parking in Amenity Facility parking lots.

OFF-ROAD VEHICLES: Off-road motorbikes/vehicles, excluding golf carts, are prohibited on all property owned, maintained and operated by the District(s).

FIREWORKS: Fireworks of any kind are not permitted on any Amenity Facility or property held by the Districts, with the following exception: the respective Board may approve the use of fireworks over specific bodies of water within its District's boundaries.

SERVICE AREAS: Service areas within the Amenity Facilities are off-limits except for Staff.

DRONES: Drones and all forms of unmanned aerial vehicles are not permitted to be used inside Amenity Facility buildings any time without the written authorization of the District, except as permitted by law or regulation of an applicable government entity.

CHILD CARE: The District will not offer childcare services to Patrons or Guests at any of the Amenity Facilities.

SKATEBOARDING: Skateboarding is not permitted on the Amenity Facilities property at any time. Roller blading is permitted on cart paths and roadways only.

OUTSIDE ENTERTAINMENT: Performances at any Amenity Facility, including those by outside entertainers, must be approved, in advance, by the Amenity Manager.

ADVERTISING: Advertisements for Commercial Purposes shall not be posted or circulated in the Amenity Facilities. Petitions, posters, or promotional material shall not be originated, solicited, circulated or posted on Amenity Facility property unless approved, in writing, by the Amenity Manager.

COMMERCIAL PURPOSES: Activities with Commercial Purposes must have approval from the Amenity Manager

UNATTENDED GUESTS: Amenity users should not leave Guests who have adverse or debilitating health conditions unattended in any of the Amenity Facilities or District property.

PROGRAM/ACTIVITY APPROVAL: All programs and activities, including the number of participants, equipment and supplies usage, facility reservations, etc., at all Amenity Facilities must be approved by the Amenity Manager.

MANAGEMENT SPONSORED EVENTS: The Amenity Manager has the right to authorize management-sponsored events and programs to better serve the Patrons, and to reserve any Amenity Facility for said events (if the schedule permits) and to collect revenue for those services provided. This includes, but is not limited to, various athletic events, cultural programs and social events, etc.

LOITERING: Loitering (the offense of standing idly or prowling in a place, at a time or in a manner not usual for law-abiding individuals, under circumstances that warrant a justifiable and reasonable alarm or immediate concern for the safety of persons or property in the vicinity) is not permitted at any Amenity Facility.

COMPLIANCE TO STATUTES: Individuals shall abide by and comply with any and all federal, state and local laws and ordinances while utilizing the Amenity Facilities, and shall ensure that any minor for whom they are responsible also complies with same.

EQUIPMENT: The Districts maintains a limited amount of equipment to support individual activities such as Bocce, Billiards, Pickleball, Racquetball, Shuffleboard, Yoga, and exercise classes. Please check their availability with the Amenity Manager. Patrons are encouraged to provide their own equipment for recurring use.

HOURS: Hours of operation, including holiday schedules, for Amenities Facilities are established and published by the Amenity Manager(s), and such hours are subject to change at the discretion of the Amenity Manager.

EMERGENCIES: After contacting 911 (if required), all emergencies and injuries must be reported to the gate attendant service (Thompson Nursery Road phone number 863-324-7290, CR 653 phone number 863-318-0237) or Amenity Manager (phone number Clubhouse 863-324-5457 or Community Center 863-595-1562) and to the office of the District Manager (phone number 407-841-5524). If immediate attention to the facilities is required and the Amenity Manager is not present, please contact one of the gate attendants employed by the District.

SIGNAGE: All Political Issue and Commercial Purpose signs outside Amenity Facility buildings are strictly prohibited. All other signs need the approval of an Amenity Manager.

XI. AMENITIES POLICIES – SPECIFIC USAGE

Patrons are responsible for ensuring their Guests adhere to the Policies set forth herein. In addition to the general Policies listed above, each Amenity Facility has the following specific Policies that must be followed:

i. BALLROOM

1. All food and beverages consumed in the Clubhouse Ballroom must be purchased and provided by the Restaurant contracted by the District.
2. Any Resident or Resident activity that qualifies for, and is granted a fee waiver under the Rules of Lake Ashton Community Development District, Chapter III, may, with the approval of the Amenity Manager, have an outside caterer provide food and non-alcoholic beverages for an event compliant with Chapter III. The Amenity Manager shall have sole discretion to grant or deny such a request, and may require the submission of a certificate of insurance, a waiver of liability, or other administrative documentation as deemed appropriate by the District.
3. Each organization, group or individual reserving the use of an Amenity Facility (or any part thereof) agrees to indemnify and hold harmless the District, the owners of the Amenity Facility and the owner's officers, agents and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity, for injuries, death, property damage of any nature, arising out of, or in connection with, the use of the District lands, premises and/or Amenity Facilities, including litigation or any appellate proceeding with respect thereto. Nothing herein shall constitute or be construed as a waiver of the District's sovereign immunity granted pursuant to Section 768.38, Florida Statutes.
4. The volume of live or recorded music shall not violate applicable City of Lake Wales Noise Ordinances.

ii. BOCCE

1. Appropriate dress is required on the court. Shirts and shoes must be worn at all times.
2. Bocce balls should not be tossed or thrown outside of the court.
3. Players on the opposite side of the playing or thrower's end should stand outside the court walls. Sitting on the walls is permissible provided one's legs are on the outside of the walls. Please report any loose boards, protruding nails, etc., to the Staff.
4. Children under eighteen (18) years of age must be supervised by an adult Patron who understands the rules of the game.

iii. BOWLING

1. The center is available for open bowling when league play is not scheduled. Reservations are made through the Amenity Manager on a first-come basis.
2. Proper attire must be worn. Bowling shoes are the only acceptable footwear on the lanes.
3. The bowling machines are all self-scoring. If you are unsure how to operate the machines or need assistance, please contact the Amenity Manager or Staff for instructions.

4. No one is allowed past the foul line or on a bowling lane at any time. If it becomes necessary to traverse the lanes, all walking shall be done in the gutter(s).
5. Proper bowling etiquette shall be adhered to at all times. The use of profanity or disruptive behavior is prohibited.
6. No food or drink is allowed in the approach area.
7. If, at any time, the equipment fails to operate properly or your ball does not return, please contact the Amenity Manager or Staff for assistance.
8. No one is allowed behind the pin-setting machines without the permission of the Amenity Manager.
9. Return all balls and shoes to racks when you have finished bowling.
10. Guests under the age of eighteen (18) years of age must be supervised by adult Patron who understands the rules and regulations of the game.

iv. CINEMA

1. Movies are scheduled on a regular basis by the Amenity Manager and open to all Patrons. Seating capacity is 55 and admittance is on a first-come basis. Guests under eighteen (18) years of age must be accompanied by an adult.
2. Movie selections are made by the Amenity Manager's office based on new releases. Suggestions from Residents are also considered.
3. Scheduled movies and show times are posted and subject to change.
4. Closed-captioning is available for certain movies at certain show times. Please check with the Amenity Manager or Staff to obtain the schedule.
5. Be courteous and arrive on time. Movies are not to begin prior to the scheduled show time.
6. Reservations for the Cinema shall be made through the Amenity Manager's office.
7. Contact the Amenity Manager or Staff for assistance with equipment.
8. Be sure the Cinema is clean and free from trash and debris following any function. Any Resident or Non-Resident Member who reserves and holds a function in the Cinema and fails to clean up and return it to the condition in which it was obtained may be charged a clean-up fee by the Amenity Manager.
9. Report any loose seats, lighting issues, or other facility needs to the Amenity Manager or Staff.

v. CARD ROOMS/BILLIARDS/GAMES

1. Rooms are available during normal hours for open play, however, as many different card and billiard games are held at regularly scheduled times, you should contact the Activities Office or Ashtonliving.net for a list of scheduled activities.
2. Reservations for the Card/Game Room can be made through the Amenity Manager's office.
3. When group activities are scheduled, please be courteous of others. Random play is acceptable when the rooms are not scheduled for group activities.
4. Due to the large demand for these rooms, reservations should include the number of tables required to meet the needs of the group. Tables not used will be considered "open" and will be made available for use by another group or individual.

vi. CLUBHOUSE AND HFC

1. Residents, Non-Resident Members, and members of the general public are responsible for ensuring that their Guests adhere to the Policies set forth herein.
2. The volume of live or recorded music must not violate applicable local government noise ordinances.
3. No open burning or candles are allowed at the facility.
4. Alcoholic beverage service, if approved, shall only be obtained through a service licensed to serve alcoholic beverages. Such service will be required to provide the Amenity Manager with a certificate of insurance, naming the District as an additional insured party. The Amenity Manager may make an exception to this requirement, in advance, for community events such as pot luck dinners, bingo events and private functions held by Patrons who have reserved the Community Center. Patrons will be allowed to bring beer or wine for personal use when such a community event is held.
5. Patrons are not allowed to bring or use grills or smokers at the Community Center. Upon approval by the Amenity Manager, Patrons may hire an insured caterer to provide this service. The location of any grill or smoker will be at the discretion of the Amenity Manager. Such catering service will be required to provide the Amenity Manager with a certificate of insurance, naming the District as an additional insured party.
6. Each organization, group or individual reserving the use of an Amenity Facility (or any part thereof) agrees to indemnify and hold harmless the District, the owners of the Amenity Facility and the owner's officers, agents and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity, for injuries, death, property damage of any nature, arising out of, or in connection with, the use of the District lands, premises and/or Amenities Facilities, including litigation or any appellate proceeding with respect thereto. Nothing herein shall constitute or be construed as a waiver of the District's sovereign immunity granted pursuant to Section 768.38, Florida Statutes.

vii. COURTYARD AND OUTDOOR KITCHEN

1. The courtyard is furnished with tables, chairs, and grilling equipment. Reservations for the courtyard may be made through the Community Center Amenity Manager's office.
2. If you are unsure how to operate the grills or need assistance with any equipment, please contact the Community Center Amenity Manager or Staff for instructions.
3. Please contact the Community Center Amenity Manager or Staff for assistance if equipment at the courtyard fails to operate properly.
4. Guests must be eighteen (18) years of age to operate the grills at the courtyard.
5. The courtyard and surrounding area must be clean and free from trash and debris following any function. Patrons reserving and holding a function at the courtyard and fails to clean up and return it to the condition in which it was obtained may be charged a clean-up fee by the Community Center Amenity Manager.

viii. CRAFT ROOMS

1. Craft Rooms are open during normal operating hours. They are available for general use when not reserved.
2. Reservations for the Craft Rooms can be made through the Amenity Manager's office.
3. If, at any time, the equipment in the Craft Room fails to operate properly, please contact the Amenity Manager or Staff for assistance.
4. Please be courteous of others' projects and do not touch or handle them.
5. Guests under eighteen (18) years of age must be properly supervised by an adult.

ix. **FITNESS CENTERS**

1. Fitness centers are open daily during normal operating hours.
2. Patrons are encouraged to receive training on the apparatus before utilizing equipment
3. Each facility provides televisions for Patrons. Please be considerate when setting volume levels.
4. Individuals must be fourteen (14) years of age and older to use District Fitness Centers. Individuals 14-17 years of age must be accompanied by an adult.
5. Food, including chewing gum, is not permitted within the District Fitness Centers. Beverages, however, are permitted in the Fitness Centers if contained in non-breakable containers with screw-top or sealed lids.
6. Appropriate attire and footwear (covering the entire foot) must be worn at all times in the District Fitness Centers. Appropriate attire includes tee-shirts, tank tops, shorts, and/or athletic wear (no swimsuits).
7. Each individual is responsible for wiping off fitness equipment after use with the antiseptic wipes provided by the Districts.
8. Use of personal trainers is permitted in the District Fitness Centers with approval from the Amenity Manager.
9. Hand chalk is not permitted to be used in the District Fitness Centers.
10. Radios, tape players, MP3 players and CD players are not permitted unless they are personal units equipped with headphones.
11. No bags, gear, or jackets are permitted on the floor of the District Fitness Centers or on the fitness equipment.
12. Weights or other fitness equipment may not be removed from the District Fitness Centers.
13. Limit use of cardiovascular equipment to thirty (30) minutes and step aside between multiple sets on weight equipment if other persons are waiting.
14. Be respectful of others. Allow other Patrons and Guests to also use equipment, especially the cardiovascular equipment.
15. Replace weights to their proper location after use.
16. 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.
17. Any fitness program operated, established and run by the Amenity Manager may have priority over other users of the District Fitness Centers.

x. **HORSESHOES**

1. Horseshoe equipment, if available, may be obtained from the Shuffleboard storage closet.
2. Appropriate dress is required on the court.

3. No tossing of horseshoes while someone is in a pit or in the throwing lane. Horseshoes tumble when thrown and participants need to safely clear the pit.
4. Guests under the age of eighteen (18) years of age may play provided they are supervised by an adult Patron and are physically capable of tossing a shoe to the pit. Supervising adults are responsible for children's safety.

xii. INDOOR SPORTS COURTS

1. Various articles of equipment, if available, may be obtained from the equipment storage area.
2. Proper etiquette shall be adhered to at all times. The use of profanity or disruptive behavior is prohibited.
3. Proper athletic shoes and attire are required at all times while on the courts. Shirts must be worn. No black-soled shoes are allowed.
4. Proper safety equipment, such as protective eyewear, must be used when appropriate to the sport being played.
5. Beverages are permitted at the sports courts if they are contained in non-breakable containers with screw-top or sealed lids.
6. No chairs, other than those provided by the Districts, are permitted on the sports courts.
7. Guests under the age of eighteen (18) must be accompanied by an adult Patron.
8. Courts must be cleaned up after use.

xiii. LAKES AND PONDS (FISHING)

1. Patrons may fish from any District owned Pond within the Lake Ashton Community Development District and Lake Ashton II Community Development District. Please check with the Amenity Manager for rules and regulations pertaining to fishing and for proper access points to these bodies of water.
Deleted: lake/retention pond
2. No water crafts of any kind are allowed in the Ponds, except for small remote-controlled boats intended for recreational purposes.
Deleted: these bodies of water
3. Swimming, wading, and/or pets are not allowed in any Pond.
Deleted: is
4. The Ponds may be occupied with Alligators and other wildlife that can present a danger to Individuals along the Pond banks. All Individuals should exercise extreme caution, but Individuals must be especially mindful of the risk if small children or pets are present. They should not be left unattended.
Deleted: lake or retention pond
5. Regarding Ponds within the Golf Course:
 - a. The Districts encourage a "catch and release" policy for any fish caught in the Ponds because of the frequency with which the Golf Course is treated with herbicides and fertilizers which may produce run-off into the Ponds within the Golf Course.
 - b. Non-Golfers using the Ponds along the Golf Course must exercise extreme caution when Golfers are present and playing golf because of the risk of being hit by an errant golf ball or golf club. Non-Golfers using the Ponds should position themselves away from the flight of any Golfer's shot and be aware of Golfers hitting. Golf Carts being used by Non-Golfers using the Ponds should be parked way from play and off the Pathways/Bridges.

xiii. LIBRARY/MEDIA CENTERS

1. There are two library/media centers, one in the Clubhouse and one in the Community Center. They have books, puzzles, computers, tables, DVDs and an area for reading.
2. Books and puzzles are donated by Patrons for use by other Patrons. They may be removed but must be returned upon completion to either Amenity Facility.
3. District computers and their content, including email, are subject to monitoring and access by the District at any time with or without consent or prior knowledge of the user. The District reserves the right to monitor any use of network resources, to monitor computer and internet usage, including, but not limited to: sites visited, searches conducted, information uploaded or downloaded and to access, retrieve and delete any data stored in, created, received, or sent over the network or using network resources for any reason.
4. It is strictly prohibited to use a District compute for wireless internet access to seek, send or store Inappropriate Content (as defined herein) and/or for unauthorized copying of copyrighted material. Examples of copyrighted materials include, but are not limited to: commercial music, video, graphics, or other intellectual property. The Districts assume no responsibility for any damages, direct or indirect, that may occur from the use of its electronic resources. Users of the Districts computers and/or wireless internet access peruse the internet at their own risk, realizing the potential for accessing offensive, inaccurate, illegal, or fraudulent information.
5. The District reserves the right to revoke any User's access to the Districts' computers and/or wireless internet at any time.

xiv. MEDIA

1. Districts' Media (as defined herein) is provided for the dissemination of factual community information by the Districts to Patrons. The District hereby adopts a no commercial advertisements policy, including those related to Political Issues. This policy provides that the District will not, through its newsletter, e-blast system, website, on the recreational facilities walls or grounds or through other District medium, allow commercial advertisements of any kind, regardless of content. The only commercial advertisements permitted are those that are of official District or Club events, as determined by the Amenity Manager.
2. It is the intent of the Districts to maintain Media as a non-public forum for the dissemination of factual community information by the Districts to Patrons.
3. Clubs that meet the criteria for a Club under the Policies and are properly registered with the Amenity Manager, may submit material for inclusion in Media.
4. All information included in Media shall be limited to factual information, shall not advocate passage or defeat of a candidate, party, measure or other Political Issue, and shall not support, endorse or oppose a candidate for nomination or election to a public office or office of political party or public officer.
5. The provisions hereunder regarding Media shall not be interpreted to prohibit any publications, postings, mailings or information produced, endorsed or circulated by the Supervisor of Elections, local, state, federal or other government of competent jurisdiction

- over the Districts or to such publications, postings, mailings or information permitted under local, state or federal law.
6. The Districts may accept paid political advertising that complies with Chapter 106, Florida Statutes, and all applicable local, state and federal laws. The advertising rates for such paid political advertising shall be the same as those rates charged to other members of the public for paid advertising. It is the sole responsibility of the party submitting the paid political advertising to ensure the advertisements compliance with all laws, including, but not limited to, those laws requiring mandatory language and/or a disclaimer within the paid political advertising.
 7. Notwithstanding any of the foregoing, the Districts reserve full editorial rights to select, exclude, modify, add or delete material submitted for inclusion in Media, including the right to edit material relating to Political Issues, and the Districts additionally reserve the right to include a disclaimer in Media noting the LA CDD and LAII CDD does not endorse or support a particular candidate, party, measure or issue.

xv. PAVILION

1. Use of the Pavilion is by reservation only. Reservations can be made through the Amenities Manager's office.
2. The Pavilion is furnished with tables, chairs, fans, electricity, and grills. If you are unsure how to operate the grills or need assistance with any equipment, please contact the Amenity Manager or Staff for instructions.
3. If, at any time, the equipment at the Pavilion fails to operate properly, please contact the Amenity Manager or Staff for assistance.
4. Guests must be eighteen (18) years of age and older to operate the grills.
5. Ensure that the Pavilion and surrounding area is clean and free from trash and debris following any function. Patron who reserves and holds a function at the pavilion and fails to clean up and return it to the condition in which it was obtained may be charged a clean-up fee by the Amenity Manager.

xvi. PET PARKS

1. Pet parks are open daily from sunrise to sunset. Specific times will vary based on the time of year.
2. The security staff will unlock and lock the gates daily.
3. Both pet play parks welcome all sized pets.
4. Pets must be kept on a leash until through the transition gates. Owners must carry a leash with them at all times.
5. Owners are liable for the actions and behavior of their pets at all times.
6. All pets must wear a collar with identification, current license, and rabies certification. All pets must have all required current vaccinations.
7. All pet waste must be cleaned up immediately by the owners and disposed of properly in the receptacles provided.
8. Aggressive or unruly pets must be leashed and removed from the parks immediately.

9. Pets in heat, displaying aggression or signs of illness or disease are prohibited from using the facility until the circumstances are corrected. This applies equally to pets with worms, fleas, or ticks.
10. All pet handlers must be at least eighteen (18) years of age.
11. No children are allowed in the parks without adult supervision.
12. Pets are not allowed to dig holes. Their owners are responsible for immediately stopping the digging and refilling any holes with soil.
13. At the first sign of aggression or if a pet becomes unruly and plays too rough, the pet must be leashed and removed from the pet park immediately and banned for the remainder of the day. This will also cause a verbal warning to be issued to the owner by the Amenity Manager.
14. In the event the pet harms, bites or fights another pet or an owner, the pet will be banned from visiting the parks while other pets are present for a period of thirty days.
15. If a second incident of harm, biting, or fighting occurs within a six (6) month period, the pet will be banned from the pet park for one (1) year.

xvii. PICKLEBALL

1. Pickleball courts can be reserved through the Amenity Manager. Non-reserved courts are available for open play on a first-come, first-served basis.
2. Use of a pickleball court is limited to one hour when others are waiting, unless the court is used pursuant to a reservation discussed above. Play may continue if no one is waiting.
3. If you find it necessary to "bump" other players when it is your turn to play:
 - a. Never attempt to enter someone else's court before your reservation time.
 - b. Never enter the court or distract players while others are in the middle of a point or game.
 - c. Wait outside the entrance gate and politely inform the players that you have a reservation time.
 - d. Allow players to finish one more point, and then begin the player changeover for the court.
 - e. If you are bumped from a court and wish to continue play, please notify the office Staff and they will do their best to get you on the next available court.
4. Proper pickleball etiquette shall be adhered to at all times. The use of profanity or disruptive behavior is prohibited.
5. Proper court shoes and attire, as determined by the Amenity Manager, are required at all times while on the courts. Shirts must also be worn at all times.
6. Due to demand, there is a three (3) Guest limit per court. Guests must be accompanied by a Patron and properly registered.
7. No jumping over nets.
8. Players must clean up after play. This includes "dead" balls, Styrofoam cups, plastic bottles, etc. The goal is to show common courtesy by leaving the court ready for play for Patrons who follow you.
9. Court hazards or damages must be reported to the Amenities Manager for repair.
10. No permanent boundary markers or lines may be placed on the courts, other than the existing lines.

11. Beverages are permitted at the facility if they are contained in non-breakable containers with screw-top or sealed lids. No food or glass containers are permitted on the tennis courts.
12. No chairs, other than those provided by the District are permitted on the pickleball courts.
13. Lights at the pickleball facility must be turned off after use.

xviii. RESTAURANT

1. The Lake Ashton Clubhouse restaurant is open to Patrons and Non-Residents. Operating hours and menu are determined by the restaurant and are posted at the Clubhouse and on www.ashtonliving.net.
2. Proper attire must be worn at all times when in the restaurant or when seated on its patio; shoes and shirts are required.
3. All Patrons and Guests are also required to adhere to any posted Policy regarding the restaurant that has been approved by the Board of Supervisors.

ix. SHUFFLEBOARD

1. Shuffleboard equipment, if available, may be obtained from the Shuffleboard storage closet.
2. Appropriate dress is required on the court. Shirts and shoes are required at all times.
3. Pucks or sticks are not to be thrown.
4. No person or person(s) should walk on or across the Shuffleboard Court.
5. Guests under eighteen (18) years of age may play if supervised by an adult Patron who understands the rules and regulations of the game.

xx. SPA

1. There is no lifeguard on duty. Patrons and Guests swim at their own risk and must adhere to swimming pool rules at all times.
2. Spa is open during normal operating hours.
3. You must be thirteen (13) years of age to use the spa.
4. Children under the age of eighteen (18) must be accompanied by an adult.
5. Maximum capacity is seven (7) people.
6. No food or beverages are allowed within six (6) feet of the spa.
7. Beverages must be in non-breakable containers with a lid.

xi. SWIMMING POOLS

1. The Swimming pool is open for free swim unless restricted due to the scheduling of swim lessons and aquatic/recreational programs approved by the Amenity Manager.
2. There is no lifeguard on duty. Patrons and Guests swim at their own risk and must adhere to swimming pool rules at all times.
3. All Patrons must present proper identification or Guest Passes when requested by Staff. As a rule, a Resident may allow up to four (4) Guests to the swimming pool areas.
4. Use of the swimming pools is permitted only during designated hours.

5. Pool and spa availability may be limited or rotated in order to facilitate maintenance of the facility and to maintain health code regulations.
6. Any person swimming during non-posted swimming hours will be subject to suspension and termination policy.
7. Guests under eighteen (18) years of age must be accompanied by an adult at all times
8. Proper swim attire (no cutoffs) must be worn in the pool.
9. 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 swimsuit over the swim diaper, to reduce the health risks associated with human waste in the swimming pool/deck area.
10. Adults with bladder control issues or incontinence must wear appropriate attire.
11. The changing of diapers or clothes is not allowed poolside.
12. Showers are required before entering the pool.
13. No one shall pollute the pool. Anyone who pollutes the pool is liable for any costs incurred in treating and reopening the pool.
14. Loud, profane, or abusive language is absolutely prohibited; no physical or verbal abuse will be tolerated.
15. Diving is prohibited; no diving, jumping, pushing, running, throwing any item or other horseplay is allowed in the pool or on the pool deck area.
16. No pets (except service animals), bicycles, skateboards, roller blades, scooters and golf carts are permitted on the pool deck area.
17. Radios, tape players, CD players, MP3 players and televisions are not permitted unless they are personal units equipped with headphones or for scheduled activities such as aqua fitness classes.
18. Play equipment, such as floats, rafts, snorkels, flotation devices and other recreational items must meet with Staff approval. Radio controlled water craft are not allowed at any time in the pool area. The facility reserves the right to discontinue usage of such play equipment during times of peak or scheduled activity at the pool, or if the equipment causes a safety concern.
19. Pool entrances must be kept clear at all times.
20. No swinging on ladders, fences, or railings is allowed.
21. Pool furniture is not to be removed from the pool area.
22. No food or drink are allowed within the area of the wet pool deck (which is defined as the area within four (4) feet of the pool).
23. Food and drinks are permitted outside the wet pool deck area. Glass containers, dishes, and drinking cups are prohibited. Food and non-alcoholic beverages may be brought to the pool area for personal use.
24. No chewing gum is permitted in the pool or spa or on the surrounding deck areas.
25. The Districts are not responsible for lost or stolen items.
26. Chemicals used in the pool/spa may affect certain hair or fabric colors. The Districts are not responsible for these effects.
27. The Amenity Manager will control whether swimming is permitted in inclement weather, and the pool facility may be closed or opened at their discretion. While at the Clubhouse outdoor Pool, if the lightning alarm sounds, all Patrons must evacuate the pool immediately.

xxii. TENNIS COURTS

1. Tennis courts can be reserved through the Amenity Manager. Non-reserved courts are available for open play on a first-come, first-served basis. Patrons desiring to use the tennis courts should check with Staff to verify availability. Use of a tennis court is limited to one and a half (1.5) hours when others are waiting, unless the court is used pursuant to a reservation discussed above. Play may continue if no one is waiting.
2. If you find it necessary to “bump” other players when it is your turn to play:
 - a. Never attempt to enter someone else’s court before your reservation time.
 - b. Never enter the court or distract players while others are in the middle of a point or game.
 - c. Wait outside the entrance gate and politely inform the players that you have a reservation time.
 - d. Allow players to finish one more point, and then begin the player changeover for the court.
 - e. If you are bumped from a court and wish to continue play, please notify the office Staff and they will do their best to get you on the next available court.
3. Proper tennis etiquette shall be adhered to at all times. The use of profanity or disruptive behavior is prohibited.
4. Proper tennis shoes and attire are required at all times while on the courts. Shirts must be worn at all times.
5. Guests are limited to three (3) to a single court. Guests under the age of eighteen (18) are not allowed to use the tennis facility unless accompanied by an adult Patron.
6. No jumping over nets.
7. Players must clean up after play. This includes “dead” balls, Styrofoam cups, plastic bottles, etc. The goal is to show common courtesy by leaving the court ready for play for Patrons who follow you.
8. Court hazards or damages of any type need to be reported to the Amenity Manager for repair.
9. Persons using the tennis facility must supply their own equipment (rackets, balls, etc.).
10. No permanent boundary markers or lines may be placed on the tennis courts, other than the existing tennis lines.
11. Beverages are permitted at the tennis facility if they are contained in non-breakable containers with screw-top or sealed lids. No food or glass containers are permitted on the tennis courts.
12. No chairs, other than those provided by the District, are permitted on the Tennis Courts.
13. Lights at the tennis facility must be turned off after use.
14. A Spinshot tennis ball machine is available at the Clubhouse tennis facility. Use of the machine must be used in accordance with posted instructions. Training for the use of the equipment must occur prior to use and persons using this piece of equipment do so at their own risk.

| xxiii. WILDLIFE

1. When using the Amenity Facilities, including especially outdoor areas and open spaces, please adhere to the following guidelines in regards to non-domesticated animals (“Wildlife”):

Deleted:

- i. Wildlife encountered within the Amenity Facilities should never be approached.
 - ii. Never leave small children unattended.
 - iii. Never feed wild animals, or leave food/garbage unattended.
 - iv. Wildlife are likely to be present in all natural waters or wetlands. Please take caution and be vigilant when close to such areas.
2. The Lake Ashton Community is a natural Wildlife habitat; therefore, exercise caution and vigilance at all times.
 3. Please visit the Florida Fish and Wildlife Conservation Commission's website for more information regarding interaction with Wildlife common to Florida, found here: <https://myfwc.com/conservation/you-conserve/wildlife/>

xxiv. GOLF COURSE

1. Cart Paths and Bridges

- i. All Pathways/Bridges within the Golf Course are shared equally between golfers, golf carts, pedestrians and bicyclists. Use of the Pathways/Bridges by Non-Golfers during hours when golf is being played creates potential safety hazards; therefore, all users of the Golf Course must exercise extreme caution when golf is being played.
- ii. To reduce danger and likelihood of being struck by a golf ball, Non-Golfers should walk or ride in the opposite direction of play (starting on Hole 18 and ending on Hole 1), pause as golfers ("Golfers") are about to hit, and only continue once the Golfers have struck their balls. Golfers should wave Non-Golfers through if the approaching Non-Golfers are fast moving or can pass by quickly.
- iii. Non-Golfers must stay on the Pathways/Bridges or Pond banks. Non-Golfers are encouraged to monitor the daily email circulated by Pro Shop staff members announcing course conditions, closures, and starting times for the groups on each course. In doing so, Non-Golfers can identify periods when no golfers are on the course. One course is normally closed on Monday and League play (Tuesday, Wednesday, and Thursday) does not start until 9:00 a.m.; however, Non-Golfers should check the conditions of each course before use. Additionally, it is generally safer to walk before 8:00 a.m. or after 4:00 p.m., when golfers are less likely to be present.
- iv. Pathways adjacent to Ponds and bridges can be dangerous. Golf Carts should operate at a safe speed and always use headlights after dusk. Extreme caution should be taken when traveling through standing water on Pathways.
- v. Pets are permitted to be walked and exercised on the Pathways/Bridges. At no time should they be in the fairways or within thirty feet of a green. Pets must be on leash or in a Golf Cart at all times. Pet owners are responsible to pick up after their pet.
- vi. **Use Golf Course At Own Risk:** All Individuals who enter the Golf Course and/or utilize Pathways/Bridges and/or Ponds, including as a Non-Golfer pedestrian or within a Golf Cart, shall do so at his or her own risk as further provided in Section XII herein and assumes all risks associated with entering property used for playing golf, including but not limited to errant golf balls and golf clubs.

2. Ponds within the Golf Course

- i. The Districts encourage a “catch and release” policy for any fish caught in the Ponds because of the frequency with which the Golf Course is treated with herbicides and fertilizers which may produce run-off into the Ponds within the Golf Course.
- ii. Non-Golfers using the Ponds along the Golf Course must exercise extreme caution when Golfers are present and playing golf because of the risk of being hit by an errant golf ball or golf club. Non-Golfers using the Ponds should position themselves away from the flight of any Golfer’s shot and be aware of Golfers hitting. Golf Carts being used by Non-Golfers using the Ponds should be parked way from play and off the Pathways/Bridges.
- iii. See Section XI.xii. for additional rules regarding Ponds.

3. Golf

- i. Golf may be played at the Golf Course for a fee. Any unauthorized individual found using the Golf Course facilities or playing the course will be asked to make restitution. If payment is not received, the individual will be removed and receive a warning.
- ii. Tee times are available upon request through the Pro Shop. Prior to play, Golfers must report to the Pro Shop. Golfers are asked to abide by local rules regarding dress, behavior, and play. Golfers should comply with announcements on course playing conditions.
- iii. Golfers are reminded that they share the Pathways/Bridges and Ponds with Non-Golfers. Golfers do not have any higher priority for use than any Non-Golfer and need to be considerate in allowing use by all Lake Ashton Community members.

xxv. GOLF CARTS

1. Golf Cart operations within the Districts shall abide by all applicable provisions of this Policy, Florida Statutes, as amended, and local ordinances and regulations, including, but not limited to, compliance with Chapters 316 and 320, Florida Statutes, all traffic control devices, local traffic laws, and the City of Winter Haven’s Ordinance Sec. 18-155.
2. All Golf Carts used on or within the Amenities, including but not limited to the Golf Course and the Pathways/Bridges, must be registered at LAII CDD’s Health and Fitness Center. Registration includes acknowledgement of these Policies, including specifically but not limited to this Section XI.xxv. (GOLF CARTS) and Section XII. (USE AT OWN RISK; INDEMNIFICATION) and displaying the appropriate Golf Cart decal when operating a Golf Cart within or on the Amenities. If the decal is not properly displayed, the Golf Cart operator will be asked to leave the Amenity.
3. Safety Recommendations: the Districts recommends all owners and/or operators of Golf Carts used on or within the Amenities abide by the following safety recommendations:
 - i. Use extreme caution when traveling on Pathways/Bridges, especially if within the Golf Course when golf is being played;
 - ii. The Districts recommend Golf Cart owners obtain liability insurance insuring against personal injury and damage to property with limits of at least \$300,000;
 - iii. Equip Golf Cart with efficient brakes, reliable steering apparatus, safe tires, a rearview mirror, and red reflectorized warning devices in both the front and rear.
 - iv. Regularly check Golf Cart for safe operation of brakes, lights, steering, turn signals, and tires.

- v. Make sure batteries are charged to good operating levels.
- vi. When passing or approaching another Golf Cart on a path, one Golf Cart should move to the side toward the Amenity property to allow the other cart to pass. Under no circumstances, should passing Golf Carts drive onto private property.
- vii. Passengers and drivers should keep all body parts inside the Golf Cart while it is in motion;
- viii. Passengers should have both feet planted firmly on the floor while the Golf Cart is moving;
- ix. Passengers should sit with their right hip against the right arm of the seat;
- x. Passengers should be aware of traffic conditions. A sharp, unexpected turn can throw a rider from the Golf Cart. On turns and fast straightaways, passenger should use right hand to grasp the right arm of the seat.

XII. USE AT OWN RISK; INDEMNIFICATION

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

Should any Patron, Guest, or other person, bring suit against the Indemnitees in connection with the Activities or relating in any way to the Amenities, and fail to obtain judgment therein against the Indemnitees, said Patron, Guest, or other person shall be liable to the Districts for all attorney's fees, costs, and other expenses for investigation and defense and in connection with, among other proceedings, alternative dispute resolution, trial court, and appellate proceedings.

The waiver of liability contained herein does not apply to any act of intentional, willful or wanton misconduct by the Indemnitees.

For purposes of this section, the term "Activities," shall mean the use of or acceptance of the use of the Amenities, utilization of the Golf Course, Pathways/Bridges, and/or Ponds (including but not limited to as a pedestrian or within a Golf Cart), or engagement in any contest, game, function, exercise, competition, sport, event, or other activity operated, organized, arranged or sponsored by the Districts, its contractors or third parties authorized by the Districts.

XIII. SOVEREIGN IMMUNITY

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

XIV. SEVERABILITY

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

XV. OTHER RULES AND POLICIES

The Districts have also adopted other rules and policies governing the use of District property. Please contact the District Manager for copies of all such rules and policies