

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

*October 17, 2022*

# AGENDA

# *Lake Ashton and Lake Ashton II*

## *Community Development Districts*

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219 E. Livingston St., Orlando, Florida 32801

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

October 10, 2022

**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 17, 2022 at 11:30 AM** at the **Lake Ashton Clubhouse Ballroom, 4141 Ashton Club Drive, Lake Wales, FL 33859.**

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](mailto:jburns@gmscfl.com), or by telephone by calling **(407) 841-5524**, up until **2:00 PM** on **Friday, October 14, 2022.**

**Zoom Video Link:** <https://us06web.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.*<sup>1</sup>)

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

4. Approval of Minutes of the May 16, 2022 Joint Board of Supervisors Meeting and August 29, 2022 Joint Workshop Meeting
5. Discussion Regarding Joint Amenity Facilities Policies (Draft and Red-Lined Versions Included for Review)
  - A. Consideration of Resolution 2023-01 Setting a Public Hearing to Adopt Amended Joint Amenity Facilities Policies and Rates (Lake Ashton CDD)
  - B. Consideration of Resolution 2023-01 Setting a Public Hearing to Adopt Amended Joint Amenity Facilities Policies and Rates (Lake Ashton II CDD)
6. Supervisor Requests and General Public Comments
7. 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 Monday, **May 16, 2022** at 11:30 a.m. at the Lake Ashton Clubhouse Ballroom, 4141 Ashton Club Drive, Lake Wales, Florida.

Present and constituting a quorum:

Bob Plummer  
Michael Costello  
Steve Realmuto  
Debby Landgrebe  
Lloyd Howison  
James Mecsics  
Bob Zelazny  
Angela Littlewood

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

Also present:

Jill Burns  
Jason Greenwood  
Jan Carpenter  
Sarah Sandy  
Christine Wells  
Mary Bosman

District Manager, GMS  
District Manager, GMS  
Lake Ashton CDD District Counsel  
Lake Ashton II CDD District Counsel

**FIRST ORDER OF BUSINESS**

**Roll Call and Pledge of Allegiance**

Ms. Burns called the meeting to order at 11:46 a.m. and called the roll. All Lake Ashton I CDD Supervisors were present, and Lake Ashton II had 3 Supervisors present. The Pledge of Allegiance was recited.

**SECOND ORDER OF BUSINESS**

**Approval of Meeting Agenda**

Mr. Burns: We can move on to approval of the meeting agenda. Are there any questions or additions to the agenda? If not, we'll take a motion to approve from each District. We'll start with Lake Ashton.

On MOTION by Mr. Realmuto, seconded by Mr. Plummer, with all in favor, the Meeting Agenda for the Joint Board of Supervisors Meeting, were approved.

On MOTION by Mr. Mecsecs, seconded by Mr. Zelazny, with all in favor, the Meeting Agenda for the Joint Board of Supervisors Meeting, were approved.

### 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.*

Ms. Burns: I do not have any speaker cards over here. Jim or Bob, did you have any that were submitted to you? We have no public comments from anybody here in person. If anybody on the Zoom line has any public comments, you can use Zoom's "Raise Hand" feature to be called on now. Hearing none,

### FOURTH ORDER OF BUSINESS

**Approval of Minutes of the January 21, 2021 Joint Board of Supervisors Meetings**

Ms. Burns: Next, we have approval of the minutes from the January 21st, 2022 Joint Board of Supervisors meeting. Does anybody have any questions, comments, or corrections to those joint minutes?

On MOTION by Mr. Plummer, seconded by Mr. Howison, with all in favor, the Minutes of the January 21, 2022 Joint Board of Supervisors Meeting, were approved.

On MOTION by Ms. Littlewood, seconded by Mr. Zelazny, with all in favor, the Minutes of the January 21, 2022 Joint Board of Supervisors Meeting, were approved.

## FIFTH ORDER OF BUSINESS

### **Discussion Regarding Joint Amenity Policies** *(requested by Supervisor Realmuto from Lake Ashton CDD and Supervisor Littlewood from Lake Ashton II CDD)*

Ms. Burns: Next on the agenda's discussion regarding the joint amenity policies. I'll turn it over to Angie and Steve who were on the committee along with Mary and Christine who worked on these, and we'll let you guys go ahead and present the changes.

Mr. Realmuto: I guess I'll start. For the benefit of those who might have been at the prior meeting when I covered some of the same material, I just wanted to say that the joint amenity policies that are before you have been brought forth by the Joint Amenity Policy Committee, which consists of myself, my counterpart Angie, and our amenity managers, Christine and Mary. We were in unanimous agreement on presenting these to the Board and recommending them. I believe they go a long way to supporting the updates that our amenity managers need to support them in managing the amenities on a day-to-day basis. I'm sure there are going to be lots of suggestions and improvements. It's never going to be a perfect document, but this was the document that this group felt comfortable recommending to the Board. What you have in front of you is a redline copy that shows each and every change that was made to the last approved amenity policies, so it can be tedious to read through it. There are some additional changes that will be made, mostly in the area of alphabetizing things. We didn't want to confuse the change of ours and wanted to make sure that it was easy for you to tell what had changed, and rearranging things to alphabetize them would have confused that, so that will be done in the final copy. With that, I guess I'll open it up to comments from others on the committee if you have any. Angie?

Ms. Littlewood: I don't have any comments on what we did except that I want to thank Mary and Christine. I didn't really realize how important this document was to the amenity managers until we started doing this, and they use it constantly. They had a great deal of input, which was very appreciative. Thank you.



Mr. Zelazny: First, let me say that as the one that worked on the first amenities policies, I know how hard it is, and I appreciate all of the work that you've done. I have provided a number of comments at the last Joint Board meeting about the amenities policy. I also spoke at the last Board meeting for CDD 1 and brought up my concerns, two of which the major ones were not addressed in the revised document, and so what I'd like to do is I do have a list of about 14 things that I'd like to have discussed and talked about. The first one on page 2 deals with pathways and bridges. As Debby indicated, it should be applied to all bridges and pathways in the community, and that's my recommendation because when you have carts and bridges that are not associated with the golf course, and the rules and operations on the paths for safety like speed limit, should be applicable to all bridges and pathways in the District, so I would make that recommendation to make that change.

Mr. Realmuto: Bob, do you want to stop and discuss each of these as you go through?

Ms. Burns: That was going to be my recommendation. If nobody is opposed, I think then the committee could take that recommendation to implement that or if they are opposed, we could go through each one. Is that okay?

Mr. Zelazny: However you want to do it.

Ms. Burns: I think that may be fastest so we can discuss each one of them.

Ms. Littlewood: I just need to understand what you wanted us to do there. Bob, do you want us to take out "the golf course" and just change it to "the District"?

Mr. Realmuto: I agree with the consistency, Bob, but I can't help that people are misreading that. Look at the words that are there. It says, "pathways, bridges shall mean all golf cart pathways." Not golf course pathways, golf cart pathways. I'll point out this is not something we changed. I read that as applying to all golf cart pathways. It's "within the golf course" that you have issue with? Deleting "within the golf course," is that what you're suggesting? We have to bring these changes down from comments to how the words would change if we want to move forward on this.

Mr. Zelazny: I provided it to you on my sheet, but the quote is, "shall mean all golf cart pathways, walking paths, and or any auxiliary bridges within the golf course." We have paths and bridges outside of the golf course. That's the intent.

Ms. Landgrebe: Exactly.

Mr. Zelazny: So I read it specifically like you wrote it and asked for the change.

Mr. Realmuto: Just to be clear, we didn't write this. This actually, I think, was the last one.

Ms. Burns: I think this is an easy change. Just remove golf course and change it to District.

Mr. Realmuto: The suggestion is to delete "within the golf course?" Is that what you're saying?

Ms. Landgrebe: Yes.

Ms. Littlewood: We're just taking out golf course and putting "within the Districts"

Ms. Burns: Correct. Everyone's okay with that? No objection to that change? We're good. Moving on.

Mr. Zelazny: On Page Two, again, there's a definition of non-residents, which is, "the family members residing in the home beyond 30 days meet this definition." This came up during the year about third parties living within the home, caregivers, adult children coming back to reside for long periods of time. I know that the HOA has responsibility for people living in the house, but the concern from the CDD perspective is use of the facilities. When you look at other definitions, a resident is the owner, just two persons that live in a residence. Then there's a bunch of different definitions of what constitutes a resident. Then we get down to rental property. That's another thing. There are now rumors throughout the community that people are offering their homes as Airbnb's, as well as short-term rentals, which is, in my opinion, even though I'm not on HOA, this is the CDD, it's unacceptable that we're providing facilities for people who come in with their kids to go to LEGOLAND, for example, and decide they're going to use all of our amenities while they're here, then it becomes a business. Airbnb is a business that we're supporting without getting compensated for.

Ms. Burns: For the rental agreement and what constitutes a renter, I'll defer to Jan and Sarah, if they're in agreement with this, but I have had a District that defined a renter as somebody with a valid lease of at least six months. There was that concern about short-term rental, somebody's there for a week and passing amenity cards for facilities that have lots of water slides and things like that. There was a big draw for that. That's

something that the Board wanted to define, unless there was any objection from Counsel on defining that the rental has to be a valid lease of a minimum of six months.

Mr. Zelazny: Well, I think for today, because our Board has not even met ourselves to agree to what we're agreeing, what I would like is I would like to take it back to the committee to actively address this point because I haven't heard any discussion on it. Tell me now the input that I had given previously. So I'd like to get at least feedback one way or the other from the committee and the lawyers on what we can and can't do. We are not going to do it today, but it could be a directed to the committee to resolve that or come up with suggestions on how we approach that. We've had numerous complaints of children returning to the nest for periods of 6, 9, 10 months. They use the facilities all the time. They don't pay to use the facilities. Two years ago, when we had the discussion, a resident was defined as a couple.

Ms. Burns: It's not.

Mr. Zelazny: I'm not saying it was a couple. It was something about two people cohabitating in the facility. Anyway, we have always addressed residents as a two resident. I'm saying, should we address larger families? It goes down to further when Debby was talking about guests. That's the other consideration, is people who bring guests multiple times that live in the neighborhood, they bring kids, they bring them down three or four times in a week, with multiple children who use all the facilities. That's why we've put a limitation. We have had people who live in the general area that are here every day. I'd like to go back to the committee to work on those issues.

Ms. Burns: I think the issue of differentiating what a resident is versus a guest is important. As far as defining what a resident is, we cannot limit the number of people living within the household. This comes up with a lot of families who have 6, 7, 8 children in other facilities. They have eight kids and get the same use as somebody who has two kids. Yes, they do. If four women want to purchase a house and live in a golden girl's style and they all live here full time, they are all residents of the District. They're all residents.

Mr. Zelazny: I'm just saying, we're not going to resolve it today, but I'd like the committee's interpretations of what we can do because we had the discussion two years ago. We were talking about two person residences.

Ms. Sandy: This is Sarah Sandy. Bob, would you be able to hold the microphone closer? You're fading in and out. I'm able to hear everybody else, but it's a little hard to hear you.

Mr. Zelazny: Anyway, I'd just like to have the committee go back and resolve all the issues between residents and non-residents.

Ms. Carpenter: Angela, go ahead. I saw you've been trying to talk.

Ms. Littlewood: I just spoke to Sarah about the residents and I think that she's in agreement with you, Jan. But the CDD collects its payments from per house, not the number of people that stay in the house. It's per household. Going back to the renters, when I first read this document, a short-term rental in Polk County, Polk Lake, and Osceola County is a rental of less than 180 days. That's a short-term rental. Anybody renting it out as a short-term rental should really have a business license to do so. A residential, if it's a non-short-term rental, is 181 days. So if you've got a lease of 181 days, then that is classified as a long-term rental. I don't know whether that would help, but when I was running the short-term rental business that we run, that was what defined it.

Mr. Zelazny: Again, I'm agreeing with you. I'm just saying that we charge non-residents a higher cost, \$4,200, this coming year. A non-resident is any person who does not own or rent property within the District. I want to know are we looking to charge anybody? Are we going to have a fee structure for people who exceed the HOA standards?

Ms. Carpenter: I would suggest, and I know Sarah is on as well, the change to resident was a person owning a home or currently residing in the home, and that residing in shouldn't be carried over to the non-resident. Because if you're living there with the intent to establish your residency, so if an adult child, for example, came home and they're planning to live there indefinitely they've got a license, this is their home address, they'd be establishing a residency under the law. I would think that person would be entitled as a resident. I think we need to carry that definition to make it work for resident and non-resident type.

Mr. Zelazny: I have no problems. Just a number of residents have approached me and said, "this person is living with his parents and using all the facilities."

Ms. Carpenter: By that example, the person is a resident. If they're here on vacation for a couple of weeks, then they're not residents.

Mr. Zelazny: Then on page 6 I wanted to add.

Mr. Realmuto: Before we move on, I had something I wanted to say on that. Bob, at the last meeting, I think you asked us to work with the attorneys and have them address that. We did, and I think you're hearing their answer. I'm not sure you like the answer, but what I've heard the attorneys tell us, both of them from what I understand from Angela, is that if someone is residing in the home, they are a resident and we can't treat them differently because it exceeds some number. They've come back and we've done that, and there's nothing else for us to consider quite frankly, the attorneys have answered that.

Mr. Zelazny: I think I acknowledged that, but here's the issue. If I presented the committee input to review, and you come here to present it and you say these are the changes and there's no discussion on what I presented. You owe me the right to discuss what you said about your position, not just giving me a handout with a bunch of red lines on it. I offered some suggestions and some questions, I expect an answer from every one of them. Not just "we talked about it, it's done." I want to know why.

Mr. Realmuto: The answer is, we did discuss this in the committee. We talked to the attorneys and they told us basically we couldn't do it. That's the answer.

Ms. Littlewood: At the last meeting, Bob, when we spoke about this at our meeting, and you were unhappy about the length of time that it was taking us. I said then that we were addressing that and I was speaking to counsel. I knew that Steve was speaking to his lawyer and I was speaking to ours. I get that you've accepted that, but what you still keep pushing is that we should be charging the extra people different rates, you can't.

Mr. Zelazny: No, I'm not.

Ms. Littlewood: I'm sorry, that's how I was hearing it.

Mr. Zelazny: All I'm saying is that, this should have been a workshop so we could have open dialogue, because none of us have seen the document. But if I provided input and it's not being shared by the other members of the Board, you might consider my input with that. If it was never brought up, never discussed, then it's not shared input.

Ms. Littlewood: Nobody's stopping you from doing that, we're going to go down your list of questions and discuss them. But we're just trying to clarify what it is that you're wanting really. With that issue I thought we moved on but I got the impression you were still pushing for increased rates on the different people. I accept that I misheard and I accept that.

Mr. Zelazny: I'm just saying that if I provide input, I expect a response even if it's not supporting my position, that's all I'm asking so that I understand it was discussed. The other people on the Board, the eight people that weren't in the committee have the same opportunity to understand what you're talking about. I don't think that's wrong.

Mr. Realmuto: I'm sorry, I might be missing something. Just so we're all on the same page, that's what we're here to do today. This is a joint meeting, let's talk about each of these as you bring them out. That's what we're going to do today.

Mr. Zelazny: Well, again I would hope that a lot of issues would have been resolved in the committee, but let's just move on. So the third item is failure to pay just debts to the District should resort in immediate denial of amenities until the debt is paid.

Ms. Burns: By debts, do you mean assessments?

Mr. Zelazny: No. If you go through the Amenities Policy, there is a provision that, "you as a resident are responsible for any damage that is done to equipment or the facilities." Debby brought it up again in terms of damaging equipment. We currently are in a different situation within our District that we have people that have huge bills to the golf club. That is actually a bill to the District, not to the golf club because we fund it, we maintain it. So if you don't pay for the damage to the building, if you don't pay your debt to the clubhouse or the CDD, what is the penalty? I asked the question because you have it in your amenities policy, "when all collection methods have been completed." I ask the question, what is that? It's been three months I've had no response to that. Now I'm saying, if we've done all of that and we haven't got our money, what is the next step? The next step to me would be denying the ability to use any of the amenities until your bill is paid. I don't understand why that can't be put in.

Ms. Landgrebe: That would be an add-on because, where is that?

Mr. Zelazny: That's what I'm saying, it's not in there but that's why I've provided it to the District, with some items that I wanted to have discussed that needed legal review.

Ms. Burns: For example, you would say, "Any outstanding debt to the District more than 90 days after that time."

Mr. Zelazny: The terminology in the amenities policy says, "when all collection methods have been completed." I'm saying we've been running this, we've exceeded the 90 days, this gentleman owes us \$950. I want my \$950. Now, we've been very fortunate we haven't had any damage to our facilities otherwise. But it's in the amenities policy, you as a resident is responsible for any damages that occur. But you don't have any method by which to collect it.

Ms. Burns: You want to set a time period and after which all use of amenity facilities would be denied until it's secure.

Mr. Zelazny: As I asked, what is the statement you wrote in your original amenities policy that says, "when all collection methods have been completed?"

Ms. Burns: I think the issue is, you're talking about Eagle's Nest or golf course debt which is overseen. I don't know what the collection methods of Indigo Golf are, they're overseeing that. I don't know what their collection methods are.

Mr. Zelazny: Their methods are letters and then that's it. What can we do to stop it?

Mr. Costello: One of the biggest problems that I see here is that, and I understand what you're saying, but if they owe you \$950, I hate to say it but the golf course does not have anything to do with CDD 1 other than the fact that we rent it to you for a dollar. I do understand that, you want your \$950, I don't blame you. Is the person still allowed to golf?

Mr. Zelazny: No, he's not allowed to golf until he pays the bill.

Ms. Sandy: Bob, if you don't mind. I think Jan and I could probably work on some language together afterward if she's amenable to come up with something to address this. I do have other communities that have some general language, not specific to golf course, but generally, that allow for the suspension of amenity privileges if there are amounts owed to the District that are not paid in a timely manner.

Ms. Landgrebe: Is that a joint policy or should that be specific to the golf courses?

Mr. Zelazny: Well, I'm giving you an example of the golf course, but the issue of the amenities policy is a resident is responsible for any damage done in the District. That's



on both sides. There has to be a method of which to collect for a penalty for not paying their debt, but not specific to the golf course.

Mr. Howison: For instance, if someone were to hit a stop sign or one of the gates coming in, we hold that person accountable for that.

Mr. Zelazny: I'm fine if Jan and Sarah work on language to do it, I just think there has to be an enforcement method by which we can collect revenues.

Mr. Realmuto: So can we talk about that as Boards? Again, I understand the desire or the need to collect, but what I'm questioning is holding access to the amenity or suspending people's amenity privileges, is that the answer to everything? I know you've referred to "all other methods have been exhausted," that's pretty vague. But quite frankly, I'm not sure I want to see people's amenity access held hostage to some of these things. I understand there might be cases that make sense, but isn't it sufficient, first if someone owes the golf course money, to suspend their privileges on the golf course and to pursue other legal means of collecting your debt? Why does the answer to every problem need to be, "let's suspend their access to the amenities"? It would apply equally if we had credit accounts at the restaurant or a restaurant here, so I understand that it applies to debts either CDD might need to collect. I just think there are better enforcement mechanisms than that, so the question we should be asking our lawyers, is not only can we do it and how do we do it, but is that something we want to do? And I'm not sure I want to become a collection arm of these, essentially, businesses. I think that's a misuse of the amenity access and privileges. So even if we could do it, frankly, I'm not sure at this stage. I'm open-minded. I'm willing to look at what's written, but I do think we need a written proposal. I'm willing to look at what's written and consider it, but I question whether it's necessary and by the way, you also alluded a few times to directing the committee to do something. I think major policy changes like this need to be brought to the Board in writing and the Board needs to make a decision on it before telling people on a committee to go ahead and propose something. The burden is on the Board essentially to do that, if you'd like to drive that as a Supervisor, I think that's what you should do, but it should be in writing. The reason I believe it should be in writing is the devil is in the detail on a lot of those and frankly, I found some of the things you've asked for to be moving targets. I really want to see what exactly is being proposed in writing and exactly where it would be



put in the policy, but my major point is this, these are Board decisions that should be made by the entire Boards before the joint amenity policy committee is directed to essentially insert that policy decision into the policy.

Mr. Mecsics: Steve, I hear your thoughts and your opinion on this, but I am the other way, all of these amenities are all of these folks. We have deadbeats and I'll use that word deadbeat like we do back in New Jersey that scuffle on us on their debts and we take any, not only legal means, but we also have the means that we have as a CDD, which is the holding back of their access to amenity policies. I understand where you come from but if we have money out there and people are just going to walk away and say yes, I'll see them in court or a small claims court, all of a sudden, they are coming to come through this door, you can't come in here pal until you get your money taken care of. That's going to make an impression on a lot of folks. But in regards to the discussion with the committee, part of this joint meeting that we have is to give direction to the committee, and then when they come back again and we vote on that as a Board, then we will go from there. But no, this is where we give you guys the check to start working on this again or review it.

Ms. Littlewood: Maybe I'm confused but help me with this. Bob, you've said a couple of times to Jillian, what was the original thing? We haven't changed the original document other than what we've put in red. So if it's not in red, it's what was already in there originally. I get that you want this added and that's fine. We can add that, but I just want to point out that nothing's been changed other than what was in red.

Mr. Zelazny: I understand that but the purpose of this whole process was to amend the amenity policies and make it more useful and bring it up-to-date. So it includes adding things, it includes eliminating things, it includes just changing.

Ms. Littlewood: I get that. But twice now I've heard you say, "what was in the original document." What was in the original document is everything except what was in red, that's been added or changed. It's not really been changed, we've just put lines through it, so you can see what it said originally. So the original document is this one other than what we are writing in red.

Mr. Zelazny: When I was talking about the residential things and I wanted to get it changed, I used the reference in the original document if it had this one, I was asking for

a consideration for a change to that. Yes, I understand it's the original document with changes. Going on to page 6 and Debby alluded to it earlier. That was reducing the suspension and termination process. I have provided verbiage to that. I think that it is extremely cumbersome. It's long. If you read through it, there is no reason to suspend the person for one day on the day he gets his letter, that's normally three weeks or four weeks after the incident. So I would offer the verbiage that's provided in the document to change that and reduce it.

Mr. Realmuto: Maybe I'm misunderstanding Bob, but I'm looking at the piece of paper you provided us labeled page 6. I don't see the verbiage to insert that you're suggesting being inserted.

Mr. Zelazny: You use the steps to ensure compliance. "Step one will be staff asking residents to comply with the policy. If they do not comply, then they will be asked to leave immediately. In the first case, a record of the incident will be put on file. In the second, the resident will be asked to leave and a letter will be forwarded to him for possible action if the incident occurs again. Future offenses will result in a letter and a 7-day suspension from all amenities. The fourth offense will result in loss, et cetera. I don't know if I can make it any clearer."

Mr. Realmuto: Where do you propose inserting those words?

Mr. Zelazny: I'm suggesting it replacing the portion that has suspension and termination process.

Ms. Realmuto: To be clear, you're suggesting 1, 2, 3, and 4 be replaced with your paragraph.

Mr. Zelazny: I'm not saying that's the right length. I'm saying those are the steps I believe we should be following to ensure compliance. Starts on page 6, finishes up page 7.

Ms. Realmuto: I'm confused, I'm sorry.

Ms. Littlewood: I will say, this is how I read what we said. You are wanting, the first verbal warning, they should be asked to leave. Is that what you're saying?

Mr. Zelazny: No. If you're in violation of any policy, a member of the staff will say you're in violation of policy. If the resident responds, changes their actions or whatever, then there's nothing. If the resident refuses to comply with the directive from staff, then

you'll be asked to leave and you'll receive the letter. If he does not comply with what staff is asking him to do, then he should be asked to leave the facility indefinitely.

Ms. Littlewood: Well, if you read these first defenses and second defense, if they don't comply when they've been given the verbal warning that day, it would immediately go to the second offense, which would mean they would be suspended. That's how I would read this. Mary or Christine can give a verbal warning to somebody and if they refuse to comply, then it commutes straight to the second warning. That's how I would do it.

Ms. Landgrebe: I didn't read it that way, at all.

Mr. Realmuto: If someone doesn't comply with the directions of staff, I mean, that becomes essentially a trespass issue, in which we call whoever the appropriate authority is to enforce it. I think you're getting in the weeds here. There are mechanisms of addressing it as it's currently right.

Ms. Littlewood If they're asked to leave and they don't leave Bob, what would you want the amenity manager to do? Call security? Can security physically evict them?

Mr. Zelazny: No. If he refuses to leave, then we call the guard, the guard will call the city police and have them kicked out for trespassing. But I don't know, I'm not looking for verbiage resolution. I'm asking for a change in the procedure, and it's not going to be decided here because we haven't even discussed it. I want it to be put forward. I want it to go back to the committee and have them review it and have the legal people chat. I sent you the note, two months ago that this was coming.

Ms. Littlewood: Are we not discussing it now Bob? I don't know what you want us to do. Questions that you've sent us, we've taken onboard, and we've tried to put them into here. Do you want us to hold a meeting every time we make a change so that we can discuss them? This is what we're doing. We discussing your points now.

Mr. Zelazny: If the decision is to change it, then let's make a decision to change it. I don't want to argue without the exact wording. I want suspension termination shortened and I want it clarified. That's what I want. I don't need to get it I just want it out, and I want it open for discussion.

Ms. Littlewood: Can I just ask the amenity managers whether they, if you give someone a verbal warning and they don't comply, you don't give them another day, surely you go straight to the second one and tell him it's a written notice. Is that right?

Ms. Bosman: Personally, I can't speak for Christine's, she'll address you also, but it depends on the severity of what's going on. If there's violence, if there's danger or whatever, I would not call security first. I would call 911. We need to make sure that we're not thinking more steps. We're trying to reduce steps, not add them. I would call 911 and have that person removed safely. It could be condensed in that, can I just say my opinion here?

Ms. Littlewood: Yeah.

Ms. Bosman: I agree with the aspect that when they get the letter. If they open their letter at 02:00 PM in the afternoon, knowing that for whatever until 9 o'clock, they're suspended, so seven hours of suspension. I agree that we could take a look at that aspect. Does that help at all?

Ms. Landgrebe: Let me just say that when you indicated that it was a rolling process. When I read this, I took it as four separate times if somebody doing it, not that the staff would immediately go from one to two. I took it as, well, this person did whatever this time and now I did a second time, so that was not clear.

Ms. Realmuto: We discussed this at length in the committee and I think the consensus and I'm sure the other members will jump in here if they disagree, was that essentially especially the way we changed the wording, but first offense, verbal warning may be issued was optional. Step 1 is optional. That shortens it to at least the remaining three.

Ms. Landgrebe: It's not step, it says first offense, second offense, that to me indicates multiple times of doing whatever.

Mr. Howison: If we look at that first bullet, verbal warning may be issued by staff. Could we add to that? The resident may be asked to leave the amenity.

Mr. Mecsics: The verbal warning is issued and no compliance then they will be asked to leave or be removed. But I think Bob is trying to just get at it, because you're right, Debby, as I've always seen this as it's like the first offense and they put it on file. Now we have down here where it's self-safety or anything that is really serious that the

amenity manager can jump that. However, I think in fairness to all staff, let's make it as simple as possible. Mary comes up, "Jim, you're doing something here on the equipment. Please stop." I look at her and say, "No, I want to do whatever I want to do." We call the local authorities, they come in and say, "You have to leave." Then go on, that's when it gets escalated from there. Again, as he's looking at this, this gives the impression that we have steps that we must go through. Let's keep it as simple as possible and saying if the amenity managers are saying here, that look, if you don't comply, actions will be taken. Simple as that.

Ms. Burns: Failure to comply with the request of the staff can result in being asked to leave the facility.

Mr. Meccsics: Yes ma'am.

Ms. Landgrebe: Then that raises the question, is it staff or is it the amenity policy because as a resident mentioned before, if you go over to staff, the definition, shall mean any employee, contractor or volunteer that works under the amenity policy.

Ms. Littlewood: I personally think it should be the responsibility of the amenity manager, and if she's not there, then they designate it.

Mr. Realmuto: Amenity manager refers to a specific person in that role. Perhaps we need to change the word staff to amenity manager. We need to talk about that in the committee, but that's one way of addressing that concern that was raised by a resident.

Ms. Burns: Just another suggestion. If you can take the word volunteer out of the staff, I think you could leave it as staff and take the volunteer out. I think that everyone would be comfortable that it says that Mary, or if Christine is not here, Max, the security staff at the front could be somebody who could ask somebody to leave. I think that would cover all the HFC staff, the clubhouse staff, and the security staff if we remove volunteer as a staff member.

Mr. Realmuto: I like that solution.

Ms. Landgrebe: That's good. Then contractor should be defined as security because when I think contractor, I think quite honestly could be Dana. So can we just do what we just said, security?

Mr. Realmuto: I'm wondering if we don't want to leave it a little broader than that, like a contractor, a landscaping, or a one-time contractor making repairs to the cart path

and closing it. They're asking you not to drive over it and you drive through wet concrete they just poured. In general, I agree with removing volunteer, but I think we want to leave the rest a little more flexible.

Mr. Zelazny: So that you ensure standards and everything, I think if you're going to ask the person to leave the facility, that should be the amenity manager or the assistant, whoever is in charge at that time. I don't think it's right to have a volunteer or a staff member or the maintenance guy show you that you have to leave the facility. That should be a paid management.

Ms. Burns: What if we do amenity manager, their designee, or security contractor, security staff, security, some security?

Mr. Zelazny: But I do think it needs us to use the word adult leadership when you're going to deny people an amenity. To remove them, it should be amenity manager or whoever's in charge of the facility at that time.

Mr. Realmuto: We can certainly look at the adding those words to it. I think I had a second part of that request and that is to make it clear. If we're going to keep the terminology, first offense, second offense, make it clear. I think what I heard you ask is that would they get moved automatically to the second offense if they refuse to comply with the verbal requests.

Mr. Plummer: Quite frankly, I would remove first, second, and third, fourth offense because as we've already said here, that tells me it happened one day, the next day it happened, two weeks later it happened. It should be stepped because you may go through all four steps in the same day.

Ms. Burns: Yeah. We can change offense to incident, the first incident, the second incident.

Mr. Plummer: Incident is still the same thing. You may get the item four on the first offense depending on how it's rectified.

Ms. Landgrebe: Or you eliminate the two words and just use bullet points. But this is just a flowing process, it's not number of offenses.

Mr. Realmuto: Understood. I think you've given a lot of good direction to the committee. I think it's the stage where we need to take that feedback and go back and see how we address it.

Ms. Landgrebe: What do you have next, Bob?

Mr. Zelazny: Well, again, I would just like to make sure that we don't wait three weeks to send a letter if you suspend the guy for one day. You remove them, he should get his letter. That should be the step. The next step is a formal letter that suspends him from the amenities.

Ms. Burns: I would think that'd be pretty easy for Mary and Christine to have a form letter just basically saying, based on an incident, it's very generic. It doesn't need to have specifics about the incident, but you are suspended for the rest of the day that way they can just send it immediately.

Mr. Mecsecs: I think the steps are that you give them formal notice and then after that you can call law enforcement and that could lead to trespassing.

Mr. Costello: One of the things that you had mentioned that I don't see covered in here is this part of failure to pay money. Now, you people are owed \$900 for one person. That should also be included in that.

Mr. Zelazny: If you look at the next line on the document.

Mr. Costello: That's what I'm saying. That should also be included.

Mr. Zelazny: Correct. We have to have some type of action and it has to be clarified in the document.

Ms. Burns: My only suggestion on that, just from directing staff on that, we need to be clear on monies owed after a certain amount of time, 30 days, 60 days, 90 days. Whatever the Board determines that it is, so that it's very clear that let's say if somebody doesn't pay their Eagle's Nest, that they get notice and that gives them 30 days to pay it. After that time if it's not paid, they get sent another.

Mr. Zelazny: Again, the question was leveled three months ago to get resolution on that so that it can be put in the document. I'm willing whatever it is, I just think we have to have a collection method on that.

Ms. Littlewood: Can we make a decision on that now? You said that it is going to be a Board decision, let's make a decision on that now. How many days do you want it?

Mr. Mecsecs: Can I ask to chime in? I think 60 days. Anything in arrears of 60 days, it goes on your credit report from my old days with Equifax. If it's 60 days, then you're out.

Ms. Carpenter: It has to also have written notice to the person so they know that it's overdue. We'll have to come up with something that's 60 days and has received two notices or something that they've got the actual notice.

Ms. Landgrebe: But I think 60 days is a lot of days because then there's a process on top of that, right?

Ms. Carpenter: Sorry. We'll have to find out what the actual procedure is. Once you're billed, do you have 30 days to pay it, do you have 15 days to pay it, and when do you send the notice? We're going to find out what the actual process is to make sure the person's got their normal billing time, whether it's 15 or 30 days, and then they've got another letter saying, "Hey, you forgot to pay, you need to pay us within this time or else."

Ms. Landgrebe: Is that something you're going to do, Jan?

Ms. Carpenter: I'll work with Sarah, and we can figure that out.

Mr. Zelazny: On Page 8, it talks of the group organization, or clubs. I have a concern on clubs, groups, and organizations. The definition of a club is pretty clear. Definition of groups is not. I'm a little concerned about groups and organizations. But the approved organization, what it is and memberships. To be a club you have to have five resident members. Can you have any outside members? For example, the Democratic Club or Republican Club, does it have outside members that deny them the ability to be able to use the facility? I have a question on; can you expand the definition of enrollment to the clubs? The same thing with groups. What is a group? Is a group the tennis club or the tennis group, the pickleball group or bocce group? What is a group? What constitutes a group? Then also what constitutes an organization? When we talk about groups particularly because groups can reserve rooms like ours, to do whatever they do. Is a group defined as 4-24 or more people or can you be a group of three to reserve a room? I just think the definition of clubs, groups, and organizations needs to be defined.

Ms. Burns: So you want it to be a defined term at the front?

Mr. Zelazny: I think so.

Mr. Realmuto: First of all, referring to clubs, groups, and organizations is an attempt to be all encompassing. They're all considered the same, there's no distinction between a club, group, or organization. I don't know whether that addresses that comment. Did you look at number Roman numeral IX on Page 9 that defines what



constitutes a club, group, or organization? If so, what changes? Because you asked about the number, does three meet the requirement? Well, number 1 says, clubs must be comprised of a minimum of at least five active members. All members must be residents or renters' leaseholds. That answers that question, doesn't it?

Mr. Zelazny: Well, no, it doesn't. Because I asked the question; should that be changed? I don't want this to be a two-way conversation between Steve and I, but the Board makes the decision, 10 people discuss every issue. I'm saying that based on this definition, a club can have no outside members, and I'm saying is that still the way we want it?

Ms. Littlewood: I get what you're saying, but I would define the Republican and Democratic party as an organization rather than a club.

Mr. Zelazny: Again, I think same thing applies; what is the definition of a club, a group, and an organization, and what are the memberships for those three members?

Ms. Bosman: They're all being defined as the same thing, they're not being defined as separate things.

Mr. Zelazny: But you can't have an organization or a group of just Lake Ashton people. Organizations are big, so I'm saying we need to define it so that we understand because these organizations have the right to reserve amenities and facilities. I'm just asking if that's the way it's going to stay. I agree with whatever six people on the Board say. But I think now when we're redoing it, we need to make sure that we treat the job.

Ms. Burns: What you're saying is you think maybe an organization should be defined separately than a club or a group?

Mr. Zelazny: I think that all three of them have different functions, different memberships, and different uses of the facilities.

Ms. Landgrebe: I'm sorry. Groups that are in here like the Republican and Democratic, I just see that as a club, a group of like-minded people.

Mr. Zelazny: Well, then nobody from the outside can attend.

Ms. Landgrebe: That's what I would think. But then we would say that with any of our clubs, groups, or organizations.

Mr. Howison: You've got a group of people that, for instance play cards on Thursday mornings up here.

Ms. Landgrebe: The residents.

Mr. Howison: Probably it's all residents, but it is different. Are we going to apply a minimum of five active members now? I think what Bob's saying is a group is a fairly informal group of people that have a common interest.

Mr. Zelazny: They reserve a room to play cards, they want three tables a week to play cards. That's a group. But they should have standards to reserve a space within themselves. It just needs to be defined.

Mr. Howison: But to your other point, if they fail to cancel, and frequently reserve a room and then don't use it, and I would apply the same thing the golf course, frankly. You have got golf groups that have 6 tee times and then they use two of them.

Mr. Zelazny: We do monitor that.

Mr. Howison: It's the same.

Mr. Zelazny: Yeah. But the part on the rooms is that these people or these clubs or organizations or groups, they can reserve space, and if they reserve, the current policy says if you don't show up in 15 minutes, they take your room. But if they cancel every third time, they're denying someone access to that room. I'm saying that if you don't show up three times in a certain period of time, you don't get privilege to reserve four tables in the card room.

Ms. Wells: I just have one quick comment. It's just my opinion too based on if you split up club, group, and organization with different definitions, I feel like organizers would just come to us with whatever rules they want. They're going to say, well, I'm a club. Well, I'm at group. Well, I'm an organization. They're going to just go under whatever category fits the rules they want to apply to their particular club, group, or organization. Just some feedback on that one part of it.

Ms. Carpenter: One thing, I'm hearing two different versions. Clubs, the way it was defined was only members, residents of Lake Ashton, organizations. The idea sounds like you want to allow people that aren't residents to be able to be part of these groups, and I think that's the decision the Boards have to make. Do you want to include groups that have non-residents or do you want to only restrict the use to residents?

Mr. Zelazny: Again, it goes to groups, the groups that just want to play cards. They have a friend on the outside that wants to come in to play.

Ms. Carpenter: I think the Boards need to make that decision before language can be drafted.

Mr. Zelazny: No, that's what I'm saying. For discussion purposes, I don't think we're going to get to the end zone today, but I think we could have some dialogue by which then the Committee could go back and work to figure out what they recommend to the Board. I'm just trying to get it back on the table.

Ms. Littlewood: I want to say something as well about these residents and non-residents attending. We discussed this in the meeting at some length when Mary was saying that there are things that happen in the HFC. But it would not take place if there weren't any non-residents that came in because there just wouldn't be enough people to make it viable. I think that was one of the reasons where we further down put it.

Ms. Landgrebe: Give an example.

Ms. Littlewood: Basketball.

Ms. Landgrebe: But now you're saying it's okay for non-residents to come in, pay no amenity fees and use facilities.

Mr. Realmuto: In that case, though, you have to consider where's the benefit if you were to prohibit without qualification, people from the outside coming in. Maybe three of those five people playing basketball, I'm just picking numbers out of thin air, are Lake Ashton residents. Without bringing in a few people from the outside, they wouldn't have that ability here. So it's residents that are benefiting.

Ms. Landgrebe: Help me understand, we're already constrained and restricted on sizes and stuff. Why are we allowing non-residents on an ongoing basis to come and use amenities without paying that?

Mr. Realmuto: Because the residents who do participate in the same activity have asked us to, so we're addressing resident concerns. It's not costing us anymore to do that. They're not taking anyone else's place.

Mr. Zelazny: Well then clearly, for basketball and those types of things you can sign in your guests to play, that is in the policy.

Ms. Landgrebe: But that's not right and then they're guests, right?

Mr. Zelazny: Correct.

Ms. Burns: They're guests. They're saying they're signed in as a guest, so somebody comes to play basketball with a resident signed in as a guest, as defined in that policy that you can bring a guest into facilities, and that if somebody is using that guest more than 12 registrations a year, then staff will review that.

Mr. Realmuto: I would submit to the Boards that we addressed that in the policy. We did talk about this by making it very clear that guests cannot displace residents. It's similar to what we did when the numbers were limited in the pool back during COVID. So we made it very clear that residents have priority. If there were a few more Lake Ashton residents who wanted to play basketball then their attendance would take precedence over the outside or our guests. Is that not a reasonable way of handling it?

Ms. Landgrebe: Yeah, it is.

Mr. Costello: As far as our organizations go like Bob had said like the Democrat Club or something like that, can we put in something where a certain percentage of the people attending must be from Lake Ashton? Like 85 percent? It can bring in X amount of people from the outside. A lot of this is going to pertain mainly to stuff like meetings and things of that nature.

Mr. Mecsics: I've discussed it with other folks. People in this community pay for these facilities, and if a club or an organization has outside members, then maybe it's time some of that money that they're spending time in here using this facility, if they're not residents, it should be looked at. But I mean the bottom line is, these amenities are for residents. If you're not a guest or a pay amenity person, then this is what these amenities are for, we pay for. Again, I think just to go back to what you're saying, we should draft up something, especially the different groups and the definitions, and then have the Boards clarify that for the committee here to know.

Ms. Carpenter: I guess my question is, are we allowing outside users, or is an organization an outside group that consists of so many Lake Ashton residents plus non-residents. Is that the distinction the Boards want to include? Because that's why clubs were originally defined as just Lake Ashton residents. We wouldn't be using the amenities for others outside. If somebody wants to say, play basketball, they can bring a friend and register them as a guest. But are we going to allow outside organizations to rent rooms if there are, say five Lake Ashton members and 30 non-residents? That's the decision

because we can make a definition, anything we want it to say. But is the organization going to include non-residents or are we just sticking with the club's organizations are Lake Ashton residents.

Mr. Mecsecs: To move this on, because we can talk this back-and-forth, I think for the Boards, at least from my perspective, we stay with what we have. If they're not residents, I'm sorry. Let them find another place.

Ms. Littlewood: But what do you do then for the three residents who play basketball but need two more, you're telling them to go somewhere else?

Mr. Mecsecs: No, ma'am. They can be guests. What I have, let's say if I use one of my favorite organizations Lake Ashton Veterans. If all of a sudden, I had a bunch of non-Lake Ashton residents coming in, but they were Veterans, I don't think it's appropriate. They are the American Legion the other one downtown. But if we have a guest come in, then that's perfectly okay.

Ms. Landgrebe: Let's play along that line. How do you handle Bingo? You have a lot non-residents that come in, and some of them, you find them in the pool hall or the library or whatever.

Mr. Costello: The difference there is that Bingo pays rent for the room.

Mr. Realmuto: Debby, I think the way you handle that is that's an outside event. Just like when someone rented this ballroom Saturday and paid us to rent it. Everyone here was probably not a Lake Ashton resident. It's a private event, essentially. That's how Bingo is here and able to do that.

Mr. Zelazny: Can I just ask then the committee to look to see if they need to expand the definitions of groups, clubs, and organizations?

Ms. Carpenter: Yeah, I think we just got to the point that the clubs, organizations, groups, are going to stay as all resident groups, clubs, amenities and just clean up the definition.

Mr. Realmuto: That was the consensus I heard. I'm not understanding the need for a distinction between a club, a group or an organization quite as Christine said, if the rules were better suited at some group, for one than the other, they would just change with they are called. Don't get hung up on the name that you call a group. It really doesn't matter what you call them. It matters what they are, are they Lake Ashton residents, things like

that. If you're suggesting there needs to be a distinction, I guess as a member of the committee, I need to understand better what that distinction is and what we're accomplishing by doing that?

Mr. Mecsecs: Well, again, if we are going to use the words, and we're going to use the distinction about these, then we need to define what they are and that you are looking for the committee, Steve, is to give you guys some inputs as to what our definition is and come back to us. Then run it through legal as to how we define those groups or who's those entities.

Mr. Realmuto: But I'm trying to understand the Board's direction to the committee. That is, are you suggesting that we need to have separate different definitions for each of those three, and if so, why?

Mr. Zelazny: They're clearly not the same. A group is a collection of residents that enjoy the same function and they reserve a time, that's the group. Normally they play cards, do whatever. Because you can't have a personal longstanding reservation unless you are moving club or an organization. That's what a group does. A club has a different function and an organization that's different.

Ms. Landgrebe: I'm unclear what those functions are.

Ms. Littlewood: We tried to put a document together here, and the changes were made to help Mary and Christine utilize this. They have a reference to go back to and we group them under clubs because it just made sense because everything that applied to each one of them as regarding rules like "comprising of five active members" it just makes sense that they should all be residents or rental lease holders. It just makes sense to group them all together. I would like the Board to give us some input and tell us how would to define each group.

Mr. Plummer: I think the clubs and groups are basically the same thing. I think organizations encompass more people. They're larger organizations, they could be from all over the place. Clubs and groups have a common interest such as cards or something that's smaller, organizations have a bigger base of their concerns. I think my idea of how to divide those up is by what they actually do and where their emphasis is.

Mr. Howison: The only thing I would ask and I would ask Mary and Christine, this says a club must be comprised of a minimum of at least five active members. They've got

be a club to reserve a room or an amenity. Are we saying that a group of four people aren't allowed to reserve a room or card tables or whatever?

Ms. Wells: I'm not speaking for the club. I think it's addressed on the page before Page 8. We did talk about that at length as well. They just do not have the ability to make a standing reservation. It's under reserving facilities on Page 8, towards the middle, you'll see a chunk of red.

Mr. Mecsics: Is the distinction of one to be of numbers and the ability to have longstanding reservations of a room. I think that's what Lloyd was getting at there, is that as a group, just again an informal type of people come to play cards, four or less or whatever have you and then we have more and we have an official club that can set up a longstanding reservation that would be defined as that, as well as an organization. I guess the definition is between longstanding reservations and short-term.

Mr. Realmuto: I just wanted to say, if you read the words because one of the questions asked is, "do you have to be a club group or organization to make the reservation?" If you read the words that are put in the policy, actually loosened this up in this policy and it says, if the room is not reserved by a club, group or organization, tables may be individually reserved with the understanding the amenity manager may move or cancel reservations if required. Essentially, the only distinction between being a club group, or an organization, I understand people's understanding of the definition of those may be different. But I haven't heard a need to distinguish between what we allow them to do. With the point, the only difference under the policy that's being proposed to you is that essentially if you're not a club, group or organization, you can be bumped by a club, group or organization.

Ms. Landgrebe: Groups can make standing reservations, it says. I thought I heard somebody say that.

Mr. Howison: Treated the same.

Ms. Bosman: The committee discussed that we're here to serve all the residents. We took the worst-case scenario. Hypothetically, a group of four persons reserving an entire room, preventing other groups, possibly a four or whatever, using the amenities. We backtrack from that aspect and so we said that we're going to start reserving tables of like-minded activities. We wouldn't put a rowdy group in with bridge or whatever. That's



common sense. But we decided to go to the tables, which opens up a whole new arena for our residents to use our common facilities, and that was the reason why we went to that avenue. Previously in the amenity policy, I've worked at Lake Ashton since 2006 and it said, there were no private, clubs, groups and organization that couldn't reserve any rooms on an ongoing basis. It was an attempt to get the wording in this document applicable and usable for all our residents.

Mr. Mecsics: To refine that a little bit more, a club would be, let's say, four or more people or less, four or less people that would have capability of reserving a portion of a room or something like that rather than the whole room, rather than a club that could reserve an entire area, that way you're splitting the hairs there and the group can have a few tables, the club can have the whole, is that what I'm getting at here?

Ms. Bosman: It's not automatic. It would be as the group leader would come in and say, I have 25 persons. Obviously, common sense again, would dictate that they would need more than one or two tables, so a case-by-case basis with the levity to preclude a group of four consuming an entire room.

Mr. Zelazny: I think we're talking about two issues. One is the part saying rooms are not exclusive. That's a separate issue is the ability to reserve any space in the building for any function. Not to correct you Steve but if a group comes in and wants a room, they're not going to bump an individual who has a reservation. It's first-come, first-serve basis on everything. As a group, unless you have a standing reservation, you don't bump somebody who has a reservation to use the facility.

Ms. Wells: I think the reason we added that is to allow private people, like say there's a group of four that plays mahjong, just using it as an example, every week, under the current policy, it wouldn't allow them to make that standing weekly reservation. Under this policy, changes would allow them to make the standing reservation as long as they're under the impression that if a club, group, or organization wants to book that room on a recurring basis, we would either get them to move to another room, so that it accommodates a club, group or organization. It's to help formulate club, groups and organization, which is what makes Lake Ashton have the lifestyle it has with our clubs, groups, and organizations. So it allows them to book a standing reservation, but to not displace a club or group that's open to everyone to be able to have that room.



Mr. Zelazny: Well, that club or group should have a standing reservation, so that shouldn't be an issue. You gave a good example of four people that meet every Tuesday afternoon to play mahjong. By the definition of a group, they're a group of like-minded people who like to enjoy the same things every week. Why can't they reserve their table forever?

Ms. Wells: It's if they are not open to all Lake Ashton residents. If they're saying, I only want to play with this four and no one else can play with us, they're no longer a club, group or organization because in the club, group or organization, it states it has to be open to all residents and renters, and leaseholders. They're in essence a private reservation. It's for new club, groups, organizations too. I don't know if Mary can probably attest to this as well. We get new clubs and groups starting all the time. It's more so for that. Because you're right, all clubs, groups and organizations that currently have a standing reservation, get that same option to renew it each year. It's more so to accommodate new clubs, groups, and organizations that are coming in that may not have originally had a place to book because there's that group of four, that's in that room that doesn't want anyone else playing with them.

Mr. Zelazny: The critical part of that to me seems to be "closed to the rest of Lake Ashton." That's what has to come out more strongly worded in the document.

Ms. Littlewood: I think that's in here somewhere. I think we put in there.

Mr. Realmuto: It's right there on Page 9, number 4. Club membership and club activities must be available to all residents, renters, leaseholders. By the way, that was there in the existing policy, we further clarify about giving residents priority. But that part was there.

Ms. Littlewood: Didn't we put it in here somewhere that it becomes a private reservation?

Mr. Realmuto: Middle of page 8, it says, "Lake Ashton activities taking place within the amenity facilities should be open to all Lake Ashton residents and not be labeled as private.

Ms. Littlewood: They become individual reservations. I thought we'd addressed that?

Mr. Realmuto: If the room is not reserved by a club, group, or organization, tables may be individually reserved with the understanding that the amenity manager may move or cancel reservations if required up to 48 hours prior to the reservation time.

Ms. Littlewood: You've said the reason for doing that was so that we could put, just like the ladies who play Mahjong, somebody might want to reserve another table in there that would play a similar noisy game. So they won't put me in with you Bob, because I'm nice and quiet and you're rowdy, so, me and you wouldn't get to play together ever.

Mr. Zelazny: No. I understand the non-exclusive. I am a little frustrated that a club can bounce an individual who has a standing reservation just because they want to expand. They have more people this week, I want to use two more tables and somebody who has a reservation gets bumped. Now, I understand getting moved to another room as long as you're not denying them service.

Ms. Bosman: I think in 99% of the situations we would accommodate of course.

Mr. Zelazny: I understand, but I'm listening to is that you can't bump somebody that has a standing reservation because a club, organization, or group now decides they need more seats on Tuesday. As long as you can move them but you can't deny them service.

Ms. Bosman: And we accommodate them 99% of the time. Can I cite an example where that might need some definition? I'll speak for the HFC, and all of our rooms are busy with activities. A group of four, are playing a game in the community center. One time a year, two times a year, a group or an organization wants to have an event in there. I'm just asking if it would be appropriate if we preclude 30 residents two times a year because of that four?

Mr. Costello: I think we fall under that on Tuesday nights there's a group that plays cards in the craft room over at the HFC, the third Tuesday of every month, the cap meets in there. We were told from the get-go that the third Tuesday, we have to find another place. It hasn't affected or bothered anybody in the least. We've gone to a point where we played at people's houses and all that but it's simply easier for everybody to have a room. Like I say, some of it has to come from the community as far as that goes. They have to realize that they have to make a little bit of an adjustment now and then.

Ms. Wells: Also, I just wanted to say under the current policy, it says there are no personal standing weekly reservations. As it currently reads, they can't book that at all. That group of four they cannot book a standing reservation at all is how it currently reads, that first sentence that was stricken out. As it stands right now if someone comes in and says, "I want to play with these four people every Monday for a year," they couldn't book that reservation because they're not opening it up to everyone, it's only that one.

Mr. Zelazny: Again, Christine, you're talking apples and oranges. This is a confirmed reservation because nobody else has the room or the table. Someone comes in at the 11th hour or he is the big fish in the pond and he says, "I want the room." If you move that foursome, that's okay. But you can't say, "there's no other room, you have to go home." Just because the big organization didn't plan ahead shouldn't negatively impact the person who has a reservation made to play. That's all I'm saying.

Mr. Realmuto: I think the amenity managers hear us. This policy gives them the ability to do that and use their discretion. But I don't know how much we want to define what they must do as opposed to using good, commonsense that we both have and have exercised in the past. These policies are a tool to enable them and give them support for the decisions they need to make to accommodate our growing community. It has grown a lot since the last revision of the policies.

Mr. Mecsecs: We're working on this and I'm watching the time back there. As we're going through this, as Bob said, we probably should have had a workshop. However, to move this along because obviously again, what Bob said, our Board is going to have to go through all these as well. Then we will bring it back to the joint Boards and the committee as well so they can make the adjustments.

Ms. Littlewood: I felt exactly the same way as you feel now when I went into these meetings and we went back-and-forth. We tried to word it and make it so that it would accommodate 99% of the people, 99% of the time. But we just have to take into account that other one percent. Which is what we've left open for the two amenity managers to decide.

Mr. Zelazny: I think the document that is written is sufficient. It gives them many advantages, plenty of opportunities. It explains you can't reserve the whole room unless you're using the whole room and all of that. My only exception is if I have a standing

reservation, somebody didn't plan ahead or they want more and I get bumped, I don't accept that. You have to accommodate. Either move me to another room or whatever, but don't kick me out because 30 people want to use the room versus me. They can use the 7/8 of the room if you can't relocate. That's my position.

Ms. Carpenter: I think for the committee that the Boards have to decide what they want to do and this is really a Board decision. As to the way it is written, there's 48-hour notice, but the amenity managers are going to make the decision if there's 30 versus the three or four, that the 30 would get that room in those situations, which again is very unlikely. But I think the Boards have to make that decision. That's not something that the committee can do. They've already given their input.

Mr. Mecsics: Going forward, we have six more areas Bob that you want to bring up and then my recommendation would be to charge the committee to go back and look at each one of those, address each one, make sure each one is addressed, and if they're not, then there's a reason that should be put in there so we can discuss that more in a future Board because otherwise, we could be sitting here until five o'clock. Bob, let's just make sure your areas are covered.

Mr. Zelazny: I can cover these in five minutes, but let me just say decisions like this shouldn't be based on time. We need to take as much time, we need to make sure that it's done right. But anyway, let me just go through the last ones and Debby mentioned it in the first session again. The issue about non-exclusive group reservation should be moved to the general portion of the amenity policy and should apply to all amenities, nonexclusive, to reserve the whole section. Many managers can first allow the rest of the time. So I would just move that to the front.

Mr. Realmuto: The committee did talk about that, the reason it's listed under specific amenity usage is because it applies to some amenities and not others. For example, we're not going to use the theater for non-exclusive use. There were others it doesn't apply to. So the only way to really do that is under specific usage listed under the amenities that for which the reservations are non-exclusive. There are rooms in which they would be exclusive. That's the reason it's done that way and I expressed some concern too with repeating it so many times, and I don't know if there's a way around that. We did simplify it in that it's boilerplate. So the idea is to make it was worded such that it

could be included under any of those amenities that it applied to. Obviously, we missed one where it talks about room and it should just be amenity. But that's how we chose to handle that, so it doesn't differ slightly by one word from one amenity to the other. Wherever it's included, that exact wording is included for the amenities that it applies to but it does not apply to all of it.

Mr. Zelazny: I can't think of the amenities that the non-exception applies but let's just get through some things, my things. On page 16, there's an exception in the room reservations so that the pool players can play while schedule events are being held. Why would the billiards group have an exception to the room reservation? If I am a group or a club and I reserve the billiard room because it's the only room available. Why in the middle of my meetings should I have to watch a couple of people play pool? If that room is not reserved on it for a set time for the billiard group to play, and that room is given out to a club to use, then they should be expected to have the privacy in that room and not have billiard people play. I don't know why we have that exception exclusively for billiards.

Ms. Wells: I'll comment to that one just briefly. We've had a lot of resident concern with the growth of the community, but that's the only place for billiards. So when someone reserves that one table, that now the billiards tables are not available for use for anyone else. Because there's two poker tables within that billiard room as well. So it was just a suggestion to accommodate the growth in the community and the fact that there's only one place to play billiards and multiple places that people can play cards.

Mr. Zelazny: We have two pool rooms in the community but that's not the point. The point is, as it is written, if I reserve the room, now the non-exclusive part, there's only one table, I don't know how many there are. If I'm only using a portion and it's for cards, then it's not a big deal for the billiard people to play under non-exclusion. But if I reserve the room, the room is mine. Not for billiard people to come in and play.

Ms. Wells: I think it comes up under the multiple reservations can occur at each group.

Mr. Zelazny: That's not what you say under the billiard's room exclusion. That's all I'm saying. I think exception to that, maybe you can look at it and decide what they want to do.

Ms. Wells: When we book that room to just so you know, the people book the poker table.

Mr. Zelazny: Christine, let me go through my two points and then you guys can talk about what you want. On page 19, I want to add a portion under golf that says, "non-members or associate members that have not checked in with the pro shop that are playing golf will be charged. After they've been determined to be playing golf, they'll be charged the daily rate fees, this again applies then to collection of debt." So we need to have that added. Then on page 20, ponds, and lakes, and fishing is redundant between the golf course and ponds and one of those in the community.

Mr. Mecsics: Bob had a question here though on service animals, and do we require residents for this card?

Mr. Zelazny: Let me just give it to Angie because Angie's done a lot of research on that.

Ms. Littlewood: I would refer you to the document that I've given you.

Ms. Carpenter: I have agreed. If someone claims it's a service animal, you can't require them to show a permit. There's been litigation over potbelly pigs.

Mr. Mecsics: Well, yes. I've seen where people have claimed a boa constrictor as a service animal and it's not going to work. So obviously for the committee, there's been a lot of discussion, a lot of requirements, and requests. I would recommend to both Boards that you-all go back, discuss more, address those ones that we specifically talked about today in our next joint Board meeting have a good draft that's even more instead of all the red lines, I think just have a non-lined one so it is not so hard to read.

Ms. Landgrebe: Actually, are you saying we eliminate the red lettering?

Mr. Mecsics: Well, to make it easier for people to read.

Mr. Mecsics: Yeah, you can go into word and say accept changes and it all makes it a little bit easier to read. So you don't have this multitude of crossed lines that are red and you have more back-and-forth. Again, it's up to you all how you want to look at this.

Ms. Burns: I would just circulate them both. I would do the red track changes and then if you go in and hit accept all the changes, you could send a clean copy along with that as well. So you have the red line and see how it changed and then the clean copy as well.

Mr. Realmuto: We can certainly do that.

Mr. Plummer: I have a question. If the committee can take that back and work on that and then if we could, instead of a joint meeting, have a workshop to go over that before the next joint meeting. Will that suffice as well? That would give us back to this point, not following something else or whatever.

Mr. Realmuto: We can certainly have a separate meeting and it could be a workshop or a meeting. A workshop is just more restrictive than a meeting. That's the only fundamental difference. Well, I guess, it depends how you look at it. The point is, we can have a free and open discussion. The way I look at a workshop is we can talk about it to our heart's content, just as we did here today. Being here in this meeting did not prevent us from doing anything we could do in a workshop. That's the perspective I'm coming from. What it does do, if it's advertised as a workshop, is it should stop us from making any motions or decisions. What it would mean if we're going to have a separate meeting, I'm not opposed to that, but I don't see a justification for making it a workshop. If it's advertised as a full meeting, we can do everything we could do at a workshop, including actually making some decisions by vote or motion.

Ms. Littlewood: Just don't have it following any other meeting.

Mr. Plummer: That was going to be my next question. To have it on a separate day, that it doesn't follow a different meeting.

Ms. Landgrebe: I have a question too in regards to the next time we go through this. Is there a way that maybe we can vote on sections that there aren't any issues on, and then leave those sections that do need more work?

Mr. Mecsics: You all talked about it beforehand. We have a meeting coming, so I'm sure we'll have part of that, yeah. In fairness to all that, rather than segmenting it, I think we just come back.

Mr. Plummer: What we'll do is, is then we'll wait for the committee to finish their portion of what they're going to do with the updates here and tell us when they're ready for that joint meeting and then we'll figure out when we're going to do it.

Mr. Zelazny: Could I ask that upon completion of the committee's work, that we get a copy of the proposed amenities policy? I had less than a week to review this and to get

my thoughts together. If you send out your best effort, then we can all provide comments back to Jillian. Do some interactive stuff.

Mr. Realmuto: Just like we did this time, it was sent out, I believe the day each of the committee members reviewed it, the day after we met. It was sent out as soon as it was available. The committee met many times. That was the last one to resolve what we thought was the last issues. But we'll do the same.

Mr. Plummer: This one is we will not schedule the meeting until after we see the documents finished. That takes care of that.

Mr. Realmuto: Yeah, absolutely.

Ms. Littlewood: I have a question. Are there any other Board members that have anything that they would like us to import? I know that Debby and Bob's coincided, right Debby? Does anybody else have any questions?

Mr. Realmuto: Yeah. I had basically the same question. That at this meeting, you can share your feedback with all the members of the committee, including your fellow Supervisors. That's what we can do at this meeting. Outside of that meeting, you can't do that. If any Supervisors have any additional feedback and didn't get a chance to talk today, please share it with me. At least my Board members would have to share it now. Same for Angie and her Board members. Maybe the lawyers can weigh in on that. I'm not sure if you can share it with Christine, but then we can't discuss it as a committee.

Ms. Burns: You can share it with them, but they can't then share it with the members so it can be part of the committee discussion if it's information that was coming from the Board. If Bob wants to tell Mary something that was not discussed today, Mary couldn't bring it back to the Board meeting or to the committee meeting where Angie was there. If it was something new. Everything Debby discussed today it's already part of the meeting record. It's been discussed. Everything that we've discussed today. If there was something Bob wants to say like, "We're going to close the pool at 4:00 PM." and he sends that to Mary. Mary can't be like, "Well, Bob wants to close the pool at 4:00 PM."

Mr. Realmuto: Can we just note for the record that both Bob and Debby have shared documents with us at this notice meeting?

Ms. Burns: Anything else on the joint amenity policies? Great.



**SIXTH ORDER OF BUSINESS**

**CLOSED Board Discussion Regarding  
Security Procedures**

Ms. Burns: The next item is the closed Board discussion regarding security procedures. Do we want to go ahead and ask for the opportunity for public comments before we go into that, that way if there's anything, they don't have to wait around for that? Any public comments? Seeing none. Any public comments from the Zoom line, if you like to use Zoom's raise hand feature to be called on, call on that. Seeing none. We will now go on a break, it shouldn't be more than five minutes. If there is any action taken, it would be taken back here. Just to say that for the record in case anybody wants to stay around. Four to five-minute break. We're going to go ahead and move to the close Board discussion, which we will do in the cinema. We're going to take a quick reset.

**SEVENTH ORDER OF BUSINESS**

**Supervisor Requests and General  
Public Comments**

There being none, the next item followed.

**EIGHTH ORDER OF BUSINESS**

**Adjournment**

There not being any further business to discuss,

On MOTION by Mr. Costello, seconded by Ms. Landgrebe, with all in favor, the meeting was adjourned by the Lake Ashton I CDD Board.

On MOTION by Mr. Mecsics seconded by Mr. Zelazny, with all in favor, the meeting was adjourned by the Lake Ashton II CDD Board.

Lake Ashton CDD

\_\_\_\_\_  
Secretary / Assistant Secretary

\_\_\_\_\_  
Chairman / Vice Chairman

Lake Ashton II CDD

\_\_\_\_\_  
Secretary / Assistant Secretary

\_\_\_\_\_  
Chairman / Vice Chairman

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

The workshop of the Board of Supervisors of the Lake Ashton Community Development District was held on **Monday, August 29, 2022** at 9:30 a.m. at 6052 Pebble Beach Blvd, Winter Haven, FL 33884.

Present and constituting a quorum were:

Bob Plummer	Chairman
Mike Costello	Vice Chairman
Debby Landgrebe	Assistant Secretary
Steve Realmuto	Assistant Secretary
Lloyd Howison	Assistant Secretary

James Mecsecs	Chairman
Bob Zelazny	Vice Chairman
Mary Clark	Assistant Secretary
Angela Littlewood	Assistant Secretary

Also present were:

Jill Burns	District Manager, GMS (via zoom)
Jason Greenwood	District Manager
Christine Wells	Community Director
Jan Carpenter	District Counsel (via Zoom)

Other staff and residents

**WORKSHOP - DISCUSSION**

Mr. Greenwood called the meeting to order at 9:30 a.m. All Supervisors were in attendance. The Board recited the pledge of allegiance. The Board Members and Staff, discussed in detail the joint amenity policies. Supervisor Realmuto from Lake Ashton CDD and Supervisor Littlewood from Lake Ashton II CDD provided their redline versions of the amenity policies and it was agreed the policies were in great shape to be discussed at the joint meeting scheduled for October 17<sup>th</sup>. The FY2023 joint meeting schedule was announced followed by the workshop being adjourned.

**August 29, 2022**

**Lake Ashton CDD & Lake Ashton II CDD**

Lake Ashton CDD

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Secretary / Assistant Secretary

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Chairman / Vice Chairman

Lake Ashton II CDD

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Secretary / Assistant Secretary

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Chairman / Vice Chairman

## SECTION V

# 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: MONTH XX, 2022**

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**In accordance with Chapter 190 of the Florida Statutes, and on Month XX, 2022, 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.**

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**I. DEFINITIONS**

“Amenity Facilities” or “Amenities”- shall mean the properties and areas owned by the Districts and shall include, but not specifically be limited to, the Lake Ashton Clubhouse, the Lake Ashton Health and Fitness Center (HFC), the Golf Course, Eagles Nest, Pro Shop and the Pathways/Bridges, roadways, ponds, and other district property 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 Course 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 is not a resident as defined herein 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.

“Owner” – shall mean the record owner of legal title to any Lot or Living Unit.

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

“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) bodies of water located within the Lake Ashton Community, with the exception of Lake Ashton, Rattlesnake Lake, and Hart Lake

“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 Clubhouse Ballroom, Reflection Garden, Card Rooms, Game Room, Cinema, Conference Rooms, HFC Community Center, Rose Garden, Catering Kitchens, Sports Court, Poker Room, Media Centers and Craft Rooms.

“Resident” – shall mean any person or persons currently residing in or 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 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 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”), 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:** Individuals who rent or lease a residential unit in the Districts for a period of at least 30 consecutive days may be designated by the Owner of the residential unit as the beneficial users of the Owner’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.

Owners and Non-Resident Members shall be responsible for all property damage charges incurred by themselves or their Guests/Renters/Leaseholders which remain unpaid after 60 days, following the customary billing and collection procedure established by the Districts. Owners and Non-Resident Members are responsible for the department of their respective Guests/Renters/Leaseholders.

**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 \$4000.00 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; and (ii) by LAII CDD, pursuant to its Chapter II: Non-Residents User Fees. 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.

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

Patrons are responsible for ensuring that their Guests adhere to the Policies set forth herein and 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 VI – 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. Owners and Non-Resident Members are responsible for any damage to equipment incurred by their Guests/Renters/Leaseholders. Patrons should contact the Activities Desk or Security to report missing or damaged 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, or longer, subject to annual review, 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, golf cart registration 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 privileges:

1. First Offense – Verbal warning may be issued by Amenity Manager of such violations; the warning shall be summarized in a brief written report by Amenity Manager and kept on file in the Clubhouse and HFC.
2. Second Offense – Automatic suspension by the Amenity Manager of specific amenities up to and including all Amenity Facilities privileges commencing immediately and running through closing of the following day. Written warning by Amenity Manager of continued violations sent by certified mail to the Patron, Supervisors notified and kept on file in the Clubhouse and HFC offices.
3. Third Offense – Automatic suspension by the Amenity Manager of specific amenities up to and including all Amenity Facilities privileges, commencing immediately for one (1) week. A written report will be created; a letter will be sent by certified mail to the Patron, Supervisors notified and a copy of such letter kept on file in the Clubhouse and HFC Offices.
4. Fourth Offense – Automatic suspension by the Amenity Manager from specific amenities up to and including all Amenity Facilities privileges, commencing immediately 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. A complete record of all previous documented offenses within the previous twelve (12) months will be presented to both Boards for recommendation of suspension beyond thirty (30) days or possible termination of the Patron's privileges for up to one (1) calendar year from the Boards' 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.

With the exception of designated Open Play, reservations may be available for up to two (2) hour increments for all facilities listed in the reservation policy, with the exception of the Clubhouse Ballroom and HFC Community Center. These can be reserved for periods up to -four (4) 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. Lake Ashton activities taking place within the Amenity Facilities should be open to all Lake Ashton residents and not be labeled as "private". If the room is not reserved by a club, group or organization, tables may be individually reserved, with the understanding that the Amenity Manager may move or cancel reservations, if required, up to 48 hours prior to the reservation time.

Clubs, Groups, and organizations may make "standing" reservations. These will be reviewed semi-annually by the Amenity Manager. (Refer to section IX on what constitutes a club)

If a standing reservation made by a registered Club, Group, or Organization is cancelled or unused more than 3 times in a 6-month period then the reservation may be revoked by the Amenity Manager. This does not apply to a group going on a planned hiatus previously arranged with staff.

Reservations for commercial or profit-making purposes will be charged a fee in accordance with LA CDD and LAII CDD Chapter III: Rules for Amenities Rates, (respectively)

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 the scheduled start time, after which the Amenity Manager may re-assign the reservation.

## **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; and (ii) for LAII CDD, in its Chapter III: Rules for Amenities Rates, 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 14 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, GROUPS, AND ORGANIZATIONS**

Any Club, Group or Organization (collectively, “Clubs”) desiring to utilize the Amenity Facilities or District Media 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. 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
4. Club membership and Club activities must be available to all Residents or Renters/Leaseholders. Residents of Lake Ashton will be given priority to attend any club activity or event. Registered guests may be invited to attend if space permits. The Amenity Manager has the right to ask registered guests and other non-residents to leave if necessary to accommodate Lake Ashton Residents.
5. Criteria for Club membership should be governed by the individual club’s by-laws.
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**

The following policies apply to the usage of all District Amenities and must be followed at all times. Residents of Lake Ashton will be given priority for usage of all amenities. The Amenity Manager has the right to ask registered guests and other non-residents to leave any amenity, if necessary, to accommodate Lake Ashton Residents. Patrons are responsible for ensuring their Guests adhere to the Policies set forth herein.

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.

**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.

**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 LACDD'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. If there isn't a liquor license holder registered with the State of Florida to serve alcoholic beverages at the Clubhouse, the Clubhouse Amenity Manager may approve consumption of alcohol for events held in the Clubhouse. 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 a room in the Clubhouse. Patrons will be allowed to bring beer or wine for personal use when such a community event is held.

In regards to LA II CDD's HFC Community Center: The HFC 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 HFC Community Center herein for more specific information regarding alcohol at the HFC Community Center.

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

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

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.

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

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.

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 HFC 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.

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.

FIRE SAFETY: Candles, open burning or combustion of any kind are not permitted inside any Amenity Facility. 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

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, and local traffic laws.
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 the HFC. Registration includes acknowledgement of these Policies, including specifically but not limited to this Section X. - 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 may be asked to remove the Golf Cart from the Amenity.

3. Golf Cart operators must be at least 16 years of age on or within the Amenities. For use on the Districts' roads, golf cart operators must abide by all applicable Florida Statutes and local government regulations.
4. The speed limit for golf carts is 12 MPH on or within the Amenities.
5. Golf Carts must have street/turf tires for operation on the Golf Course turf.
6. 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 street/turf 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.

GRILLS/SMOKERS: Patrons are not allowed to bring grills or smokers to the Amenity Facilities. 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.

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.

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.

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.

**NOISE:** The volume of live or recorded music shall not violate applicable Local Noise Ordinances.

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

**OPEN PLAY:** Certain amenities are available on a first come, first serve basis at various times. No reservations are accepted during the time period listed as Open Play at the respective amenity. Usage is limited to 2 hours if other Patrons are waiting.

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

**OVERNIGHT PARKING:** There shall be no overnight parking in Amenity Facility parking lots unless authorized by the Amenity Manager.

**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.

**PETS:** Pets, (with the exception of service animals, as defined by the ADA) are not permitted at Amenities Facilities with the exception of Pet Parks unless a special event allowing pets has been approved by the Amenity Manager. Pets must be leashed and under control of an adult handler at all times. Handlers are responsible for picking up after their pets and disposing of any waste in a designated pet waste receptacle or outdoor dumpster.

**PHOTOS AT EVENTS:** By using District Amenities, patrons grant the District the right to use and publish photographs and/or videos in which they may be included in Lake Ashton media without their inspection or approval.

**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.

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

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

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

**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.

**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.

## **XI. AMENITIES POLICIES – SPECIFIC USAGE**

**The Clubhouse Restaurant, Eagles Nest, and Lake Ashton Golf Club are independently operated businesses and management has sole discretion on hours of operation, menu, policy creation and enforcement including denial of service to any Patron.**

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. 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.
5. There are Open Play days designated by the Amenity Manager where reservations are not accepted to allow for "first come, first served" use of the amenity.
6. Amenity reservations are non-exclusive. At the Amenity Manager's discretion and depending upon scheduling availability, reservations for multiple groups may be booked at the same time in this room. When multiple group activities are scheduled, please be courteous of others.

### **ii. 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.
11. There are Open Play days designated by the Amenity Manager where reservations are not accepted to allow for "first come, first served" use of the amenity.
12. Amenity reservations are non-exclusive. At the Amenity Manager's discretion and depending upon scheduling availability, reservations for multiple groups may be booked at the same time in this room. When multiple group activities are scheduled, please be courteous of others.

iii. CARD ROOMS/HFC BILLIARD ROOM/CLUBHOUSE GAME ROOM/HFC POKER ROOM

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 Activities Office for a list of scheduled activities.
2. 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.
3. Amenity reservations are non-exclusive. At the Amenity Manager's discretion and depending upon scheduling availability, reservations for multiple groups may be booked at the same time in this room. When multiple group activities are scheduled, please be courteous of others.
4. Residents booking the Clubhouse Game Room for a Lake Ashton club, group, or organization meeting or activity should be aware that the room will still be available for Billiards play.

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. CLUBHOUSE BALLROOM

1. 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.
2. Amenity reservations are non-exclusive. At the Amenity Manager's discretion and depending upon scheduling availability, reservations for multiple groups may be booked at the same time in this room. When multiple group activities are scheduled, please be courteous of others.

vi. 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.
6. Amenity reservations are non-exclusive. At the Amenity Manager's discretion and depending upon scheduling availability, reservations for multiple groups may be booked at the same time in this room. When multiple group activities are scheduled, please be courteous of others.

vii. 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. Personal audio devices are not permitted unless they are utilized 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.

viii. **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. 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. Non-Members or Associate Members that have not checked in with the Pro Shop, and are determined to be playing golf, will be charged the published daily greens rate.
- iii. 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. Complete Golf Course rules are available at the Pro Shop.
- iv. 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.

## ix. HFC COMMUNITY CENTER

- 1. 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 HFC Community Center. Patrons will be allowed to bring beer or wine for personal use when such a community event is held.
- 2. 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.
- 3. Amenity reservations are non-exclusive. At the Amenity Manager's discretion and depending upon scheduling availability, reservations for multiple groups may be booked

at the same time in this room. When multiple group activities are scheduled, please be courteous of others.

x. HORSESHOES

1. Horseshoe equipment, if available, may be obtained from the Shuffleboard storage closet.
2. Appropriate dress is required on the court. Shirts and shoes must be worn at all times.
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. Equipment must be returned to storage after use.

xii. LIBRARY/MEDIA CENTERS

1. There are two library/media centers, one in the Clubhouse and one in the HFC. 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 computer or 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.

xiii. LOBBY

1. The Lobby at the Clubhouse and HFC are not reservable spaces.
2. Tables can only be set up by registered Clubs, Groups, and Organizations, with prior approval from the Amenity Manager, for the purpose of selling tickets or registration for events in rooms reserved by the same group.
3. Approved vendors may also set up a table as part of a sponsorship agreement.
4. Tables must not block means of ingress/egress or access to the rest of the building.

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 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. 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. No grills or smokers are allowed inside the pavilion.
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.
6. Room reservations are non-exclusive. At the amenity manager's discretion and depending upon scheduling availability, reservations for multiple groups may be booked at the same time in this room. When multiple group activities are scheduled, please be courteous of others.

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. All 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.
16. All pet toys should be picked up and removed when done.

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 immediately reported to the Amenity Manager for repair.
10. No temporary or permanent boundary markers or lines may be placed on the courts, other than the existing lines, unless approved in advance by the Amenity Manager.
11. Beverages are permitted at the facility if they are contained in non-breakable containers with screw-top or sealed lids. No glass containers are permitted on the courts.
12. No chairs, other than those provided by the District are permitted on the courts.
13. Lights at the pickleball facility must be turned off after use.

xviii. 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 Districts:
  - a. The Districts have a “catch and release” policy for any fish caught in the Ponds because of the frequency of treatments with herbicides and fertilizers which may produce run-off into the Ponds.
  - 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.

xix. ROSE GARDEN AND OUTDOOR KITCHEN

1. The Rose Garden is furnished with tables, chairs, and grilling equipment.
2. If you are unsure how to operate the grills or need assistance with any equipment, please contact the HFC Amenity Manager or Staff for instructions.
3. Please contact the HFC Amenity Manager or Staff for assistance if equipment at the Rose Garden fails to operate properly.
4. Guests must be eighteen (18) years of age to operate the grills in the Rose Garden. A deposit fee will be charged in accordance with Rules of Lake Ashton CDD II, Chapter III.
5. The Rose Garden and surrounding area must be clean and free from trash and debris following any function. Patrons reserving and holding a function in the Rose Garden and fail to clean up and return it to the condition in which it was obtained may be charged a clean-up fee.
6. Amenity reservations are non-exclusive. At the Amenity Manager's discretion and depending upon scheduling availability, reservations for multiple groups may be booked at the same time in this room. When multiple group activities are scheduled, please be courteous of others.

xx. 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.
6. Beverages are permitted at the facility if they are contained in non-breakable containers with screw-top or sealed lids. No glass containers are permitted on the courts.
7. Room reservations are non-exclusive. At the Amenity Manager's discretion and depending upon scheduling availability, reservations for multiple groups may be booked at the same time in this room. When multiple group activities are scheduled, please be courteous of others.

xxi. SPAS

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. Spas are open during normal operating hours.
3. You must be thirteen (13) years of age or older 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 drink are allowed within the area of the wet pool deck (which is defined as the area within four (4) feet of the pool). Food and drinks are permitted outside the wet pool deck area. Glass containers are prohibited. Food and non-alcoholic beverages may be brought to the pool area for personal use.
7. Proper swim attire (no cutoffs) must be worn. Adults with bladder control issues or incontinence must wear appropriate waterproof attire.
8. Personal audio devices and televisions are not permitted unless they are utilized with headphones.
9. Individuals with open sores should not use the spa.
10. The Amenity Manager will control whether swimming is permitted in inclement weather, and the spa facility may be closed or opened at their discretion. If the lightning alarm sounds, all Patrons must evacuate the spa immediately.
11. Patrons must comply with posted signage in addition to the rules listed above.

xxii. 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 waterproof 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. Personal audio devices and televisions are not permitted unless they are equipped with headphones and utilized for scheduled activities.
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 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. Individuals with open sores should not use the pool.
28. If the lightning alarm sounds, all Patrons must evacuate the pool immediately.
29. Patrons must comply with posted signage in addition to the rules listed above.

### xxiii. 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 temporary or permanent boundary markers or lines may be placed on the tennis courts, other than the existing tennis lines, unless approved in advance by the Amenity Manager.
  11. Beverages are permitted at the tennis facility if they are contained in non-breakable containers with screw-top or sealed lids. No glass containers are permitted on the courts.
  12. No chairs, other than those provided by the District, are permitted on the 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.
  15. Reservations are non-exclusive. At the Amenity Manager’s discretion and depending upon scheduling availability, reservations for multiple groups may be booked at the same time at this amenity. When multiple group activities are scheduled, please be courteous of others.

xxiv. 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 is 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/>

## **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: MONTH XX, 2022**

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**In accordance with Chapter 190 of the Florida Statutes, and on Month XX, 2022, 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.**

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**I. DEFINITIONS**

“Amenity Facilities” or “Amenities”- shall mean the properties and areas owned by the Districts and shall include, but not specifically be limited to, the Lake Ashton Clubhouse, the Lake Ashton Health and Fitness Center (HFC), the Golf Course, Eagles Nest, Pro Shop and the Pathways/Bridges, roadways, ponds, and other district property 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 Course 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 is not a resident as defined herein 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.

“Owner” – shall mean the record owner of legal title to any Lot or Living Unit.

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



“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) bodies of water located within the Lake Ashton Community, with the exception of Lake Ashton, Rattlesnake Lake, and Hart Lake

“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 Clubhouse Ballroom, Reflection Garden, Card Rooms, Game Room, Cinema, Conference Rooms, HFC Community Center, Rose Garden, Catering Kitchens, Sports Court, Poker Room, Media Centers and Craft Rooms.

“Resident” – shall mean any person or persons currently residing in or 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 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 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”), 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-Individuals~~ who rent or lease ~~a~~ out their residential unit(s) in the Districts for a period of at least 30 consecutive days ~~may~~ shall have the right to be designated by the Owner Renter/Leaseholder of the ~~it~~ residential unit(s) as the beneficial users of the Resident Owner'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.

Owners and Non-Resident Members shall be responsible for all property damage charges incurred by themselves or their Guests/Renters/Leaseholders which remain unpaid after 60 days, following the customary billing and collection procedure established by the Districts. Owners and Non-Resident Members are responsible for the department of their respective Guests/Renters/Leaseholders.

**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 \$4000.00 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; and (ii) by LAII CDD, pursuant to its Chapter II: Non-Residents User Fees. 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.

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

Patrons are responsible for ensuring that their Guests adhere to the Policies set forth herein and 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 VI – 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. Owners and Non-Resident Members are responsible for any damage to equipment incurred by their Guests/Renters/Leaseholders. Patrons should contact the Activities Desk or Security to report missing or damaged 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, or longer, subject to annual review. 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, golf cart registration 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 privileges:

1. ~~Step One~~First Offense – Verbal warning may be issued by Amenity Manager of such violations; the warning shall be summarized in a brief written report by Amenity Manager and kept on file in the Clubhouse and HFC.
2. ~~Step Two~~Second Offense – Automatic suspension by the Amenity Manager of specific amenities up to and including all Amenity Facilities privileges commencing immediately and running through closing of the following day. Written warning by Amenity Manager of continued violations sent by certified mail to the Patron, Supervisors notified and kept on file in the Clubhouse and HFC offices.
3. ~~Step Three~~Third Offense – ~~a~~AAutomatic suspension by the Amenity Manager of specific amenities up to and including all Amenity Facilities privileges, commencing immediately for one (1) week. A written report will be created; a letter will be sent by certified mail to the Patron, Supervisors notified and a copy of such letter kept on file in the Clubhouse and HFC Offices.
4. ~~Step Four~~Fourth Offense – ~~a~~AAutomatic suspension by the Amenity Manager from specific amenities up to and including all Amenity Facilities privileges, commencing immediately 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. A complete record of all previous documented offenses within the previous twelve (12) months will be presented to ~~the both~~ Boards for recommendation of suspension beyond thirty (30) days or possible termination of the Patron'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.

With the exception of designated Open Play, Reservations may be available for up to two (2) hour increments for all facilities listed in the reservation policy, with the exception of the Clubhouse Ballroom and HFC Community Center. These can be reserved for periods up to -four (4) 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. Lake Ashton activities taking place within the Amenity Facilities should be open to all Lake Ashton residents and not be labeled as "private". If the room is not reserved by a club, group or organization, tables may be individually reserved, with the understanding that the Amenity Manager may move or cancel reservations, if required, up to 48 hours prior to the reservation time.

Clubs, Groups, and organizations may make "standing" reservations. These will be reviewed semi-annually by the Amenity Manager. (Refer to section IX on what constitutes a club)

If a standing reservation made by a registered Club, Group, or Organization is cancelled or unused more than 3 times in a 6-month period then the reservation may be revoked by the Amenity Manager. This does not apply to a group going on a planned hiatus previously arranged with staff.

Reservations for commercial or profit-making purposes will be charged a fee in accordance with LA CDD and LAII CDD Chapter III: Rules for Amenities Rates, (respectively)

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 the scheduled start time, after which the Amenity Manager may re-assign the reservation.

## **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; and (ii) for LAII CDD, in its Chapter III: Rules for Amenities Rates, 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 14 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, GROUPS, AND ORGANIZATIONS**

Any Club, Group or Organization (collectively, “Clubs”) desiring to utilize the Amenity Facilities or District Media 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. 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
4. Club membership and Club activities must be available to all Residents or Renters/Leaseholders. Residents of Lake Ashton will be given priority to attend any club activity or event. Registered guests may be invited to attend if space permits. The Amenity Manager has the right to ask registered guests and other non-residents to leave if necessary to accommodate Lake Ashton Residents.
5. Criteria for Club membership should be governed by the individual club’s by-laws.
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**

The following policies apply to the usage of all District Amenities and must be followed at all times. Residents of Lake Ashton will be given priority for usage of all amenities. The Amenity Manager has the right to ask registered guests and other non-residents to leave any amenity, if necessary, to accommodate Lake Ashton Residents. Patrons are responsible for ensuring their Guests adhere to the Policies set forth herein.

**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.

**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.

**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 LACDD'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. If there isn't a liquor license holder registered with the State of Florida to serve alcoholic beverages at the Clubhouse, the Clubhouse Amenity Manager may approve consumption of alcohol for events held in the Clubhouse. 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 a room in the Clubhouse. Patrons will be allowed to bring beer or wine for personal use when such a community event is held.

In regards to LA II CDD's HFC Community Center: The HFC 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 HFC Community Center herein for more specific information regarding alcohol at the HFC Community Center.



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

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

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.

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

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.

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 HFC 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.

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.

FIRE SAFETY: Candles, open burning or combustion of any kind are not permitted inside any Amenity Facility. 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

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, and local traffic laws.
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 the HFC. Registration includes acknowledgement of these Policies, including specifically but not limited to this Section X. - 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 may be asked to remove the Golf Cart from the Amenity.

3. Golf Cart operators must be at least 16 years of age on or within the Amenities. For use on the Districts' roads, golf cart operators must abide by all applicable Florida Statutes and local government regulations.
4. The speed limit for golf carts is 12 MPH on or within the Amenities.
5. Golf Carts must have street/turf tires for operation on the Golf Course turf.
6. 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 street/turf 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.

GRILLS/SMOKERS: Patrons are not allowed to bring grills or smokers to the Amenity Facilities. 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.

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.

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.

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.

**NOISE:** The volume of live or recorded music shall not violate applicable Local Noise Ordinances.

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

**OPEN PLAY:** Certain amenities are available on a first come, first serve basis at various times. No reservations are accepted during the time period listed as Open Play at the respective amenity. Usage is limited to 2 hours if other Patrons are waiting.

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

**OVERNIGHT PARKING:** There shall be no overnight parking in Amenity Facility parking lots unless authorized by the Amenity Manager.

**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.

**PETS:** Pets, (with the exception of service animals, as defined by the ADA) are not permitted at Amenities Facilities with the exception of Pet Parks unless a special event allowing pets has been approved by the Amenity Manager. Pets must be leashed and under control of an adult handler at all times. Handlers are responsible for picking up after their pets and disposing of any waste in a designated pet waste receptacle or outdoor dumpster.

**PHOTOS AT EVENTS:** By using District Amenities, patrons grant the District the right to use and publish photographs and/or videos in which they may be included in Lake Ashton media without their inspection or approval.

**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.

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

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

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

**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.

**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.

## **XI. AMENITIES POLICIES – SPECIFIC USAGE**

**The Clubhouse Restaurant, Eagles Nest, and Lake Ashton Golf Club are independently operated businesses and management has sole discretion on hours of operation, menu, policy creation and enforcement including denial of service to any Patron.**

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. 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.
5. There are Open Play days designated by the Amenity Manager where reservations are not accepted to allow for "first come, first served" use of the amenity.
6. Amenity reservations are non-exclusive. At the Amenity Manager's discretion and depending upon scheduling availability, reservations for multiple groups may be booked at the same time in this room. When multiple group activities are scheduled, please be courteous of others.

### **ii. 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.
11. There are Open Play days designated by the Amenity Manager where reservations are not accepted to allow for "first come, first served" use of the amenity.
12. Amenity reservations are non-exclusive. At the Amenity Manager's discretion and depending upon scheduling availability, reservations for multiple groups may be booked at the same time in this room. When multiple group activities are scheduled, please be courteous of others.

iii. CARD ROOMS/HFC BILLIARD ROOM/CLUBHOUSE GAME ROOM/HFC POKER ROOM

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 Activities Office for a list of scheduled activities.
2. 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.
3. Amenity reservations are non-exclusive. At the Amenity Manager's discretion and depending upon scheduling availability, reservations for multiple groups may be booked at the same time in this room. When multiple group activities are scheduled, please be courteous of others.
4. Residents booking the Clubhouse Game Room for a Lake Ashton club, group, or organization meeting or activity should be aware that the room will still be available for Billiards play.

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. CLUBHOUSE 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.~~
- ~~3.1.~~ 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.
- ~~4.2.~~ Amenity reservations are non-exclusive. At the Amenity Manager's discretion and depending upon scheduling availability, reservations for multiple groups may be booked at the same time in this room. When multiple group activities are scheduled, please be courteous of others.

vi. 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.
6. Amenity reservations are non-exclusive. At the Amenity Manager's discretion and depending upon scheduling availability, reservations for multiple groups may be booked at the same time in this room. When multiple group activities are scheduled, please be courteous of others.

vii. 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. Personal audio devices are not permitted unless they are utilized 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.

viii. 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. 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. Non-Members or Associate Members that have not checked in with the Pro Shop, and are determined to be playing golf, will be charged the published daily greens rate.
- iii. 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. Complete Golf Course rules are available at the Pro Shop.
- iv. 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.

## ix. **HFC COMMUNITY CENTER**

- 1. 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 HFC Community Center. Patrons will be allowed to bring beer or wine for personal use when such a community event is held.
- 2. 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.

3. Amenity reservations are non-exclusive. At the Amenity Manager's discretion and depending upon scheduling availability, reservations for multiple groups may be booked at the same time in this room. When multiple group activities are scheduled, please be courteous of others.

x. HORSESHOES

1. Horseshoe equipment, if available, may be obtained from the Shuffleboard storage closet.
2. Appropriate dress is required on the court. Shirts and shoes must be worn at all times.
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. Equipment must be returned to storage after use.

xii. LIBRARY/MEDIA CENTERS

1. There are two library/media centers, one in the Clubhouse and one in the HFC. 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 computer or 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.

xiii. LOBBY

1. The Lobby at the Clubhouse and HFC are not reservable spaces.
2. Tables can only be set up by registered Clubs, Groups, and Organizations, with prior approval from the Amenity Manager, for the purpose of selling tickets or registration for events in rooms reserved by the same group.
3. Approved vendors may also set up a table as part of a sponsorship agreement.
4. Tables must not block means of ingress/egress or access to the rest of the building.

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 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. No grills or smokers are allowed inside the pavilion.
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.
6. Room reservations are non-exclusive. At the amenity manager's discretion and depending upon scheduling availability, reservations for multiple groups may be booked at the same time in this room. When multiple group activities are scheduled, please be courteous of others.

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. All 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.
16. All pet toys should be picked up and removed when done.

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 immediately reported to the Amenity Manager for repair.

10. No temporary or permanent boundary markers or lines may be placed on the courts, other than the existing lines, unless approved in advance by the Amenity Manager.
11. Beverages are permitted at the facility if they are contained in non-breakable containers with screw-top or sealed lids. No glass containers are permitted on the courts.
12. No chairs, other than those provided by the District are permitted on the courts.
13. Lights at the pickleball facility must be turned off after use.

xviii. ~~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 Districts:
  - a. The Districts have a “catch and release” policy for any fish caught in the Ponds because of the frequency of treatments with herbicides and fertilizers which may produce run-off into the Ponds.
  - 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.

~~xix. 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.~~
- ~~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.~~

~~xx-xix.~~ ROSE GARDEN AND OUTDOOR KITCHEN

1. The Rose Garden is furnished with tables, chairs, and grilling equipment.
2. If you are unsure how to operate the grills or need assistance with any equipment, please contact the HFC Amenity Manager or Staff for instructions.

3. Please contact the HFC Amenity Manager or Staff for assistance if equipment at the Rose Garden fails to operate properly.
4. Guests must be eighteen (18) years of age to operate the grills in the Rose Garden. A deposit fee will be charged in accordance with Rules of Lake Ashton CDD II, Chapter III.
5. The Rose Garden and surrounding area must be clean and free from trash and debris following any function. Patrons reserving and holding a function in the Rose Garden and fail to clean up and return it to the condition in which it was obtained may be charged a clean-up fee.
6. Amenity reservations are non-exclusive. At the Amenity Manager's discretion and depending upon scheduling availability, reservations for multiple groups may be booked at the same time in this room. When multiple group activities are scheduled, please be courteous of others.

#### ~~xxi~~.xx. 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.
6. Beverages are permitted at the facility if they are contained in non-breakable containers with screw-top or sealed lids. No glass containers are permitted on the courts.
7. Room reservations are non-exclusive. At the Amenity Manager's discretion and depending upon scheduling availability, reservations for multiple groups may be booked at the same time in this room. When multiple group activities are scheduled, please be courteous of others.

#### ~~xxii~~.xxi. SPAS

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. Spas are open during normal operating hours.
3. You must be thirteen (13) years of age or older 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 drink are allowed within the area of the wet pool deck (which is defined as the area within four (4) feet of the pool). Food and drinks are permitted outside the wet pool deck area. Glass containers are prohibited. Food and non-alcoholic beverages may be brought to the pool area for personal use.
7. Proper swim attire (no cutoffs) must be worn. Adults with bladder control issues or incontinence must wear appropriate waterproof attire.
8. Personal audio devices and televisions are not permitted unless they are utilized with headphones.
9. Individuals with open sores should not use the spa.

10. The Amenity Manager will control whether swimming is permitted in inclement weather, and the spa facility may be closed or opened at their discretion. If the lightning alarm sounds, all Patrons must evacuate the spa immediately
11. Patrons must comply with posted signage in addition to the rules listed above.

#### ~~xxiii~~ xxii. 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 waterproof 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. Personal audio devices and televisions are not permitted unless they are equipped with headphones and utilized for scheduled activities.
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 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. Individuals with open sores should not use the pool.
28. If the lightning alarm sounds, all Patrons must evacuate the pool immediately.
29. Patrons must comply with posted signage in addition to the rules listed above.

#### ~~xxiv-xxiii.~~ 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 temporary or permanent boundary markers or lines may be placed on the tennis courts, other than the existing tennis lines, unless approved in advance by the Amenity Manager.
11. Beverages are permitted at the tennis facility if they are contained in non-breakable containers with screw-top or sealed lids. No glass containers are permitted on the courts.
12. No chairs, other than those provided by the District, are permitted on the 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.
15. Reservations are non-exclusive. At the Amenity Manager's discretion and depending upon scheduling availability, reservations for multiple groups may be booked at the same time at this amenity. When multiple group activities are scheduled, please be courteous of others.

~~xxv~~-xxiv. 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 is 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/>

## 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 A

**RESOLUTION 2023-01**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE LAKE ASHTON COMMUNITY DEVELOPMENT DISTRICT TO DESIGNATE A DATE, TIME AND PLACE OF PUBLIC HEARING AND AUTHORIZATION TO PUBLISH NOTICE OF SUCH HEARING FOR THE PURPOSE OF ADOPTING AMENDED JOINT AMENITY FACILITY POLICIES AND RATES; AND PROVIDING AN EFFECTIVE DATE.**

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

**WHEREAS**, Chapter 190, *Florida Statutes*, authorizes the District’s Board of Supervisors (“Board”) to adopt rules setting amenity rates pursuant to Chapter 120, *Florida Statutes*.

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

**SECTION 1.** A Public Hearing will be held to adopt Amended Joint Amenity Facilities Policies and Rates on \_\_\_\_\_ at \_\_\_\_\_ at \_\_\_\_\_.

**SECTION 2.** The District Secretary is directed to publish notice of the hearing in accordance with Section 120.54, *Florida Statutes*.

**SECTION 3.** This Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED** this 17th day of October 2022.

**ATTEST:**

**LAKE ASHTON COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Vice/Chairperson, Board of Supervisors

## SECTION B

**RESOLUTION 2023-01**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE LAKE ASHTON II COMMUNITY DEVELOPMENT DISTRICT TO DESIGNATE A DATE, TIME AND PLACE OF PUBLIC HEARING AND AUTHORIZATION TO PUBLISH NOTICE OF SUCH HEARING FOR THE PURPOSE OF ADOPTING AMENDED JOINT AMENITY FACILITY POLICIES AND RATES; AND PROVIDING AN EFFECTIVE DATE.**

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

**WHEREAS**, Chapter 190, *Florida Statutes*, authorizes the District’s Board of Supervisors (“Board”) to adopt rules setting amenity rates pursuant to Chapter 120, *Florida Statutes*.

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

**SECTION 1.** A Public Hearing will be held to adopt Amended Joint Amenity Facilities Policies and Rates on \_\_\_\_\_ at \_\_\_\_\_ at \_\_\_\_\_.

**SECTION 2.** The District Secretary is directed to publish notice of the hearing in accordance with Section 120.54, *Florida Statutes*.

**SECTION 3.** This Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED** this 17th day of October 2022.

**ATTEST:**

**LAKE ASHTON II COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Vice/Chairperson, Board of Supervisors