

Lake Ashton  
Community Development District  
&

Lake Ashton II  
Community Development District  
Joint Workshop

January 20, 2023

# 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

January 13, 2023

**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 **Friday, January 20, 2023 at 11:00 AM at 6052 Pebble Beach Blvd., Winter Haven, FL 33884.**

Members of the public may attend and participate in the workshop 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 workshop by email to [jgreenwood@gmstnn.com](mailto:jgreenwood@gmstnn.com), or by telephone by calling (813) 344-4844 up until **2:00 PM on Wednesday, January 18, 2023.**

**Zoom Video Link:** <https://us06web.zoom.us/j/81895209479>

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

**Meeting ID:** 818 9520 9479

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 received from members of the public in advance of the meeting;*

*we ask those members of the public wanting to address the Board directly, first state his or her name and his or her address.<sup>1</sup>)*

4. Approval of Minutes of the October 17, 2022 Joint Board of Supervisors Meeting
5. Public Hearing on the Adoption of Amended Joint Amenity Facilities Policies and Rates
  - A. Consideration of Resolution 2023-03 Adopting Amended Joint Amenity Facilities Policies and Rates (Lake Ashton CDD)
  - B. Consideration of Resolution 2023-05 Adopting Amended Joint Amenity Facilities Policies and Rates (Lake Ashton II CDD)
6. Discussion of Rehabilitation of the Marina (*requested by Lake Ashton II Board of Supervisors*)
7. Discussion Regarding Emailing System (*requested by Lake Ashton Board of Supervisors*)
8. Supervisors Requests and General Public Comments
9. Adjournment

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

# SECTION IV

**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, **October 17, 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  
Mary Clark  
Angela Littlewood

Lake Ashton CDD Chairman  
Lake Ashton CDD Vice Chairman  
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  
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 four Supervisors present. The Pledge of Allegiance was recited.

**SECOND ORDER OF BUSINESS**

**Approval of Meeting Agenda**

Mr. Burns: First on the agenda today is approval of the meeting agenda. Does anybody have any additions or corrections to the agenda as presented? We have a motion for Lake Ashton to approve the meeting agenda.

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

On MOTION by Mr. Zelazny, seconded by Ms. Clark, 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: Public comments? I don't have any. Bob or Jim, did you get any submitted to you for the joint meeting? No. We'll turn it over to Zoom line. If there are any public comments on the Zoom line, you can use Zoom's raise hand feature to be called on now. I see none.

**FOURTH ORDER OF BUSINESS**

**Approval of Minutes of the May 16, 2022 Joint Board of Supervisors Meeting and August 29, 2022 Joint Workshop Meeting** *(Workshop Minutes to be provided under separate cover)*

Ms. Burns: We can move on to our first agenda item which is approval of the minutes from the May 16th, 2022 Board of Supervisors meeting and the August 29th joint

workshop meeting. Does anybody have any additions or corrections to those minutes as presented? I see none.

On MOTION by Mr. Costello, seconded by Ms. Landgrebe, with Mr. Costello, Ms. Landgrebe, Mr. Plummer and Mr. Howison in favor and Mr. Realmuto opposed, the Minutes of the May 16, 2022 Joint Board of Supervisors Meeting and the August 29, 2022 Joint Workshop Meeting, were approved 4-1.

On MOTION by Mr. Mecsecs, seconded by Ms. Littlewood, with all in favor, the Minutes of the May 16, 2022 Joint Board of Supervisors Meeting and the August 29, 2022 Joint Workshop Meeting, were approved.

Ms. Burns: Up next is discussion regarding the joint amenity facility policies. I will go ahead and turn it over to our two members of the amenity policy group, Steve and Angie, to go ahead.

Mr. Realmuto: Before we move on, do we have to approve the workshop summary?

Ms. Burns: I did that as one motion, so unless somebody had something?

Mr. Realmuto: Well, I did actually on the workshop. I didn't hear you mention workshop in there. I talked with Jason about this very briefly beforehand, I actually do not feel that summary was a great accurately reflects what was done at the meeting in particular, the part of a sentence I take exception to. It's not a big deal. It said, "It was agreed that the policies were in great shape to be discussed at the joint meeting." In fact, I guess the problem I have with it is we were given specific directions on specific items to go back and rework and bring back to the Board this meeting. This just sounds like everyone was happy and things were great and we'll just consider it at this meeting and I think they need to be updated. So had I known that that was a motion to approve the workshop, then it's I would have voted no, and suggest that perhaps Jason could just revise that to more accurately reflect the direction we were given and we can approve it at the next meeting.

Ms. Burns: It's up to the discretion of the Boards. We've already had a vote. I'm happy to change your vote to reflect a vote against that on the joint workshop. Unless anybody also has an objection, we could bring them back to the next joint workshop, but if everyone's okay with how they are submitted, I can just change Steve's vote. No objection. Thank you. Do you want to go ahead and jump into the joint amenity policies?

## **FIFTH ORDER OF BUSINESS**

### **Discussion Regarding Joint Amenity Facilities Policies *(Draft and Red-Lined Versions Included for Review)***

Ms. Littlewood: I just want to make a statement before we start. I just wanted to say that this is a working document, it's never going to be perfect. Christine and Mary will be using that and I'm sure they will come up with some stuff that needs amended. It's not a perfect document, like I said, but I feel that it's better than horrible at this stage.

Mr. Realmuto: I just wanted to add, I'm with Angie on this. The committee that was formed to do this feels that it is in as good of shape as it's going to be in this timeframe. There might be some minor adjustments we might want to make. It's never going to be perfect. After we allow the Board to make their comments and any changes, they feel are necessary before they could approve it, I would really like to see us make progress and schedule the hearing on it so that it can be approved at the next meeting. Basically, as you heard me say earlier, you gave us some very specific feedback. The committee met and believes we incorporated all of it. I think we are in unanimous agreement. But both Angie and I, as well as the two amenity managers, think that we should move forward with this. But I'm happy to answer questions on specific issues.

Mr. Zelazny: First, let me say I think it's a very good document. I think it's comprehensive. I have two editorial changes I would like to suggest to the committee. They're not substantive on anything. It's just wordsmithing and paragraph restructuring. I do have three issues I would like to talk through. One is in Section 6, suspension and termination of privileges. I had previously asked that failure to pay just debts to the CDD should entail some form of suspension or termination. There was a lot of discussion on golf course debts, Eagle's Nest debts, restaurant debts, etc. I do think that because we have cited in the document, "damages that are incurred to equipment property are the responsibility of the residents even for the renters," there should be something so I would

like to have it put back in, "but not including the restaurant, the golf course, or anything like that." So if you owe the CDD money for damages, you can't use the facilities until such times as those payments are made. That's the first thing. Do you want to talk about that now or?

Mr. Realmuto: I'd like to take them one at a time. Otherwise, it becomes too long to manage. I thought we did actually insert something specifically that said that perhaps others can help point me there. Specific to property damage is there some other class of monies owed to the Districts you are looking to take care of Bob?

Mr. Zelazny: That's the only one.

Mr. Realmuto: It's there.

Mr. Zelazny: The only thing is if your renters damage equipment and owe the District money then you should not be able to use the facilities until that debt is paid. I'm not including golf course debt or Eagle's Nest debt or anything like that, I'm talking strictly money owed to the CDD due to damages.

Mr. Realmuto: Okay. I'd like to bring your attention then to Page 5, the second to last paragraph. Since you're next to me I can share with you if you like. You probably don't want me to read the full paragraph, but there is an underlying portion that says very clearly, "Owners and non-resident members are responsible for any damage to equipment incurred by their guests/renters/resolvers. Patrons should contact the activities desk or security to report missing or damaged items." I think that makes that pretty clear unless you're looking for something else.

Mr. Zelazny: It wasn't that. I know they're responsible, it was the suspension, but I see you have added that sentence. The last sentence in that paragraph says, "Violation by a guest of any of these policies as set forth by the District could result in a loss of the patron's privileges and membership." But that doesn't address the debt to the District. That's my point.

Ms. Littlewood: Did we not discuss this at the workshop? Christine, have you found something?

Ms. Wells: It's on that same thing. It's the last sentence that says, "Individual may also be required to pay restitution for any property damage." It's under the suspension and termination. Is that it?

Mr. Zelazny: I agree to all of that. I'm saying what is the consequence if you do not make your payment? I'm saying, if you owe the District money by the policy and you have to pay them, then what is the consequence if you do not pay?

Ms. Littlewood: I think we went over this at some length, even at the workshop because it was taking it to a small claims court. You had, I think 30 days again or 60 days to pay, and then it had to go through a small claims court.

Mr. Howison: Bob is what you're asking to put, for instance, bullet Number 8 under that paragraph, under offenses and simply say if fail to pay a debt owed to the CDD?

Mr. Zelazny: Correct.

Mr. Realmuto: Again, as you pointed out, the paragraph above all that says may be required to pay, I don't know to me it goes without saying but if there's something explicit you want to add?

Mr. Howison: Well, I was trying to clarify. I wasn't sure.

Mr. Zelazny: I agree with everything that's in the policy, all I'm saying is what is our recourse if a renter or a leaser does not pay?

Ms. Carpenter: Yeah, I'd suggest that we add a Number 8 "fails to pay any fees or costs due to the District." Then up in the fourth line, "may be required to pay restitution for property damage or overdue fees."

Mr. Realmuto: We're on Page 6. Jan was suggesting changes both to the last sentence of the paragraph, Roman Numeral 1, and add the addition of item Number 8.

Ms. Carpenter: Number 8, failure to pay any fees, costs, or debts due to the District. I think that covers everybody's comments.

Ms. Sandy: Jan, if you don't mind this is Sarah Sandy. I would suggest just one tweak I would add to that is except for O&M and debt assessments since there's a separate progress already associated with those.

Ms. Carpenter: Yeah. That makes sense. What she's saying is other than assessments due to the District. If you're overdue on your tax bill or assessments, you won't be covered under this. Then add that same change where we have under Number 1 offenses, the last line, "The individual may be required to pay restitution for any property damage," add in there, "Or overdue fees, costs or debts due to the District other than assessments."

Ms. Landgrebe: So if they don't pay their assessment, they can still use all the amenities?

Ms. Carpenter: The assessments are covered by the tax bill so if someone doesn't pay it, we have tax certificate money, so practically it only at this point would cover I think the developer lots.

Ms. Landgrebe: But they can still use amenities.

Mr. Realmuto: We're just pointing out, Debby, is that because of the process we use, and we use the tax assessor, we will never be in that situation. They may lose the property, but we will get paid.

Ms. Burns: Everybody good with that item? Bob, you had another one?

Mr. Zelazny: On Section 6 Subparagraph 2-I, suspension termination process. The termination and suspension based on pet parks is different from the suspension and termination policy as set forth in this paragraph. I agree with the termination and suspension in both portions of the document, we need to make sure that if in this paragraph we should say, "suspensions and terminations with incidents related to the dog park are covered in the dog park policy," because they're very specific. It was just to get those two in sync so we can figure out how we navigate the document.

Mr. Realmuto: Is there a dog park policy that you're referring to in this document on this specific usage? I know, I just want to be clear that's what you're referring to.

Mr. Zelazny: Pet parks are on Page 20. They are actually covered on Pages 21 and 22, which are different than the suspension and terminations in the other paragraphs. I agree with the actions that have been developed and are being implemented, just want to make sure that when a resident reads the document, he can get through it.

Mr. Realmuto: I'm not finding what you're referring to. Can you help me find it in the redline copy?

Ms. Burns: Because that section is referring to the suspension of the animal technically, that the animal wouldn't be allowed back to the park. Fourteen and fifteen on Page 21.

Mr. Realmuto: For those looking for it, it's on page 21 of the non-red line. I'm saying on page 27.

Ms. Burns: If you're looking at the red line, the pages are going to be different, but in the non-red line version, it's page 21 and 22. In the clean copy of the rules.

Mr. Realmuto: Is there something in this section that references it's long with 16 items? You simply want a reference included under the suspension policy to the pet park policy?

Ms. Burns: Yeah.

Mr. Realmuto: Understood. In the interest of being able to approve this as amended for the public hearing, can you suggest some wording to accomplish that?

Ms. Burns: We could say other than suspensions for the pet park which are covered on page 22. Reference the section.

Ms. Littlewood: Jillian just made a good point. The suspension is the dog, not the person. That's why it doesn't apply to all the amenities. Because it's the dog that's suspended. You can go and sit there without your dog if you want, just don't bring your dog.

Mr. Realmuto: Just be careful with the precise wording because you could envision incidents where you did want to suspend the patron and not the animal if they were misbehaving.

Ms. Burns: If it was the patron, it would be covered under these policies.

Mr. Realmuto: Okay, next part. Maybe we should ask them, does anyone else have any objections to that?

Mr. Zelazny: The next one is Section 7, reserving facilities. During the workshop I talked about the issues with reserve time, open time, individuals being able to make reservations. Going through the document, I find it's within six of the different specific amenities. They all address open play and reserve time differently. Even if you look in the reserving facilities, it talks about reservations may be made up to one- or two-hour increments for all facilities listed in the reservation policy. No one can produce a copy of the reservation policy for us to determine what facilities they are. What I would like to do is recommend a change that basically says all facilities are open to all residents. Groups, clubs, and organizations can make standing reservations. Individuals cannot make standing reservations but can make reservations to utilize the facilities when they're

available. Then when no reservations are there, it is considered open time and it's first-come, first-serve basis.

Mr. Realmuto: My interpretation of this and as you said, you're looking on section roman numeral 7, reserving facilities. The reference to reservation policy, I guess, is interpreted to be this policy itself. Both the section and then any specific reservations that are room specific because you will see those there. It's referring to this policy. If there's a brief change that we can make to change the words in the second paragraph there, reservation policy to something that's clearer. This policy maybe would be what I would suggest just replace the word reservation policy in this policy. The rest I believe you see there the addition. This red line, by the way, shows you what we changed since we had our page-by-page review at our workshop. This is just what changed from that version. To address that concern, we basically added what you see there with the exception of designated open play. This cut came to us from the amenity managers. We feel this accomplishes essentially what you want, Bob. I'll leave it to my counterpart and the amenity managers to comment further.

Ms. Littlewood: We've been down this road before. This has come up time and time again when we've been going back and forth between the Boards and the joint and then the workshop. We mentioned that wording and I think everybody agreed that that was the wording, so I don't know.

Mr. Zelazny: Let me ask either one of you that represent it to explain to me the reservation policy.

Ms. Landgrebe: I think that's where the issue is. It's not a separate policy, it's this policy, the joint amenity. You should reference the joint amenity policy.

Mr. Zelazny: I'm just asking, explain to me the reservation policy. Then if I can understand it, then I think everybody can. Go ahead.

Mr. Realmuto: Again, I did propose the amendment to change the reservation policy to this policy with that said. It's written in front of you. I don't know that as supervisors that our interpretation is as important as our amenity managers who are responsible for implementing these policies and could perhaps address. I think it's quite clear in this policy. I can't do a better job than the written words we have here that were reviewed by all over the joint amenity policy members, so I'm not going to attempt to.

Mr. Zelazny: Now, you believe that it's sufficient. I'm asking you to explain the reservation policy to me so that I understand it. That's all I'm asking. If you can't do that than it needs to be rewritten.

Mr. Realmuto: That's pretty open-ended. Maybe you can address a specific example. This is going to be different based on the room and all the details. Again, I think it's our amenity managers that are in the best place to do that.

Mr. Zelazny: Well, I talked to your amenity manager before the meeting earlier today and we agreed in principle on changing the wording is that was my impression when I walked out. Again, when I read this document, it is not clear to me how the reservation system works. There's a distinction between open play and then when you can't make reservations, but you can make reservations when? I don't know how to describe it any more than that. When you can't have clubs and leagues reserving court time and then everything else is open time. But then you can't make reservations during open time based on your policy, your definition of open time. If you can't understand that. I'm sorry. Available courts or rooms should be available when they are not reserved, either by a group, club or organization or an individual. If it's not reserved then it should be open play, first-come-first serve. That's the way I understand it. That's not the way the document is written. It's not the way it's projected in the six different specific amenities nor in the discussion on open play.

Mr. Realmuto: Okay, Bob, I think I understand now your specific concern. I see Mary with her hand. Maybe you can make your way up here while I attempt to address Bob's specific concern. What I hear you saying is that this may be a difference of opinion among people. But you're saying you feel reservation should always be available, period. With this policy says is with the exception of open play, that is true. But I know speaking to our amenity manager and to everyone on the joint amenity policy committee, they felt strongly that we should be able to designate times when no, you can't reserve the room, period. Then that's why it says, with the exception of the designated open play. We have a desire to leave some of the rooms not reservable for limited periods of time to allow the ad hoc things. They're noted wherever that's applicable. I think that summarizes.

Mr. Zelazny: But when talking with Christine earlier, that blocked time that you consider to be open time is not available for reservations because it's reserved by the amenity manager for open play.

Mr. Realmuto: On a first come first-serve basis Mary wanted.

Ms. Bosman: I think if we add the word designated open play in other words, the concept, but not in all places where we reference it in our dialogue here. When you just say open play, yes, there's a lot of open play, but there is also a designated open play that will remain as such that cannot and will not be reserved. Does that make sense?

Mr. Realmuto: The paragraph here does say with the exception of designated open play. What we're saying is, unless it's designated specifically as open place, it's available for reservations. That's what the policy in front of you says. Now, is that what you want it to say? You need to be clear about that, but the committee felt strongly that should be the case.

Ms. Bosman: Can I just give an example? We had a designated open play section for one amenity. I won't say which one it is. A person came in and said I want to reserve during that time because some guy had the audacity to bring his grandson in and want to play and we were there. It's not part of our responsibility here to have a designated time when it's okay to be first-come, first-serve and not have a time when you cited yourself an example with the bowling. If the designated time is first-come, first-serve, and we limit the time that one group can occupy that amenity. We, as a group, felt that was fairer than having the designated open time more or less not using a good word here, but chopped up with scheduled times within that time-frame.

Mr. Zelazny: I agree that there should be blocks of time where no reservations can be had for open play. Christine and I talked about that earlier. That I understand, but that's just blocked reserve time that's reserved by the amenity manager. Maybe we're just talking semantics.

Ms. Bosman: I think so.

Mr. Zelazny: When you talk about open play, that means everybody can play. Maybe there's a different word to use if it's open play, but you can sign up. I don't know. To me, it's confusing here and it's confusing in the six different individual amenities where they cover it differently.

Ms. Clark: Maybe we use a term that is non reserved play because I think that we have to have some time where it's open play so that all folks who live in Lake Ashton have the opportunity to use the amenity. Otherwise, what happens is the same groups will reserve it time and time and time and time. If you ever want to go bowling you can't bowl, because it's reserved every single minute of every single day. I think if the problem that we're having with is the word open play, then maybe then the designated open play is referred to as non-reserved play or non-reserved hours so that the message is clear that you are not able to reserve this time.

Mr. Howison: Would it make just as much sense to define what open play means in this policy? In other words, a very short paragraph.

Mr. Realmuto: In response to your comment, I would have assumed that we defined it. I don't see it defined but perhaps we can simply add the definition.

Ms. Burns: Page 13, it says under 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 two hours if other patrons are ready.

Ms. Landgrebe: So that needs to move to definitions.

Mr. Zelazny: Maybe open play is defined as those blocks of time that are held back by the amenity managers for everyone to use on a first-come, first-serve basis. Then all other non-committed times reservations are available.

Ms. Landgrebe: The definition says, I think the first three pages is the suggestion?

Mr. Realmuto: No there are definitions further in the document. Is it on the general?

Mr. Zelazny: Page 13 of the clean document.

Ms. Burns: Yes. I'm sorry the clean document.

Mr. Realmuto: The specific usage is a longer section of definitions.

Ms. Littlewood: I'm just getting more and more confused to me it's all clear so I'm getting confused.

Ms. Landgrebe: But then your table of contents, you have definitions listed as page 1. Those are not all the definitions then is where they're spread out throughout the document.

Mr. Zelazny: Well, open play is covered in the general amenities portion, which implies that it deals with all of the amenities at the same time. You could put in a definition in front. You could move it there as well. But I think the fix that Mary suggested is a good fix, I would then only ask that we go through the specific amenities where they're all slightly different in their interpretation of open play in reservations so that they're all consistent. If that's the case, then there's no issues.

Mr. Realmuto: The reason they're here is because there are other sections, I don't think we call it the definition section because it's listed under specific amenities. That's why it's here. I would suggest the proper place to add Bob's clarification, is in the definition of open play. I'd rather not rename it just because it's referenced from so many places. I don't think non-reservable is any clearer than open play, as long as we define that open play means non-reservable.

Ms. Burns: Do we want to add the definition for open play on page 13 to the definitions on page 1?

Mr. Realmuto: If that's the Board's preference. That's fine. Jill suggested that we simply move the definition of open play to the definition section in section 1.

Ms. Burns: Or duplicate it.

Mr. Realmuto: Or duplicate it. And add a sentence saying very clearly that reservations are not accepted during an open play or something to that effect.

Ms. Burns: It says that no reservations are accepted during the time period listed as open play at the respective amenity. It's already in there, so I think we just want to add it as a defined term that opened play is a defined term. Quotes like the other definitions. I think that clarifies open play being that defined term.

Ms. Clark: I don't mean to prolong things to be honest with you, but adding open play there doesn't fit with the other types of definitions that it is, it's not so. I think we have intelligent residents. I think they should be able to understand this is one set of definitions. Then the other set of definitions is specific to amenities. I think that that's probably, I think just leaving it the way it is, is a good idea.

Mr. Realmuto: I personally, I'm in favor of leaving it the way it is. Would it help if we took, I don't know that it needs a vote, but a straw poll. I'd like to know what members

would vote against this because of that and or which are okay with leaving it as is, and then move on. But based on the group's decision.

Ms. Burns: Any objection to leave it how it is with the open play defined on page 13. My apologies.

Mr. Zelazny: I would not support the document as written now. I do agree with the changes that Jan has suggested and Mary has changed and then that's acceptable to me.

Ms. Burns: Any other objections?

Mr. Mecsics: I think what Bob is getting at here is that yes, Mary and you guys can put in some suggestions for that wording in that paragraph where the paragraph goes, quite honestly is housekeeping.

Ms. Clark: I think with that the two minor changes that Bob had recommended prior to this one, we make these two minor changes. I think the document is good the way it is.

Ms. Littlewood: I think the document is good the way it is regarding this. To me it's clear. I'm not the brightest bulb on the Christmas tree, but it's clear to me. Does anyone else have any comments?

Mr. Plummer: Are we to the point where we vote on this?

Ms. Burns: The other option is I think there's some confusion on what a defined term is. If you look at just for example under clubs, groups and organization, it has "clubs" and that is a defined term that's in the front. What if on page 13, you mimic how the definitions are in the front? Leave it where it is and just make open play a defined term in quotes like it is under the definitions, but leave it in the section where it is.

Ms. Carpenter: I have an easier solution. It looks like the only place "open play" is used before you get to a section on page 13. Why don't we just say under the reserving of facilities with the exception of designated as capitalized open play and then put parentheses as defined in section or page 13, whatever it is. That way anybody reading it is sent over to that so they've read it there. Every other time it's used, it's after those definitions.

Ms. Landgrebe: Page numbers are always funky.

Ms. Carpenter: It would be section number. I just didn't know the section number. It's defined in Section 10 so that way when you're reading it, you go to Section 10 and you know what open play means.

Mr. Realmuto: Mary and Christine, do you have the wording of that amendment because we need to accumulate these.

Ms. Burns: Bob, does that address your concern if we take the open play reference to that definition that's listed?

Mr. Zelazny: I'm not hung up on where it is in the document, I'm hung up on how we approach the definition of open play and Mary's made that change. So I'm fine with that. Where it's in the document is not a concern to me.

Mr. Realmuto: What change specifically because I'm not following that?

Mr. Zelazny: The issue was with the definition of open play. We tried to find another term by which we defined open play. I was fine with her rewording. I just think it's important that when you read the document, you need to be able to understand that there are reservations. Open play is a block of reservations held by the amenity manager so that they can ensure that everybody can play. Then there's this big void of time where you could come in on a first-come, first-serve basis. But if you're using open time for the time that has been reserved by the amenity manager, then you can't use it for the non-reserve time because that's where you get the confusion. Again, if you look at the six different amenities, they all address it differently. If we agree to that and then make the changes on across the Board on the specific amenities, I have no problem.

Ms. Landgrebe: Mary, can you remind us of what your statement was or suggestion, please?

Mr. Mecsecs: I thought that was Mary Clark that made that?

Ms. Landgrebe: I thought it was Mary Bosman sorry.

Ms. Clark: The only thing that I had suggested is that we identify that you can't reserve during that time. But in the definition, that's already in there. Bob, correct me if I'm misquoting you, is your concern that the words open play are not consistently used throughout that part of the document? That in some cases, open play means it's first-come, first-serve. But in other cases, open play means you can reserve in there? Is that the concern that you have?

Mr. Zelazny: That goes to the specific amenities. I'm saying is that, I don't know what the right verbiage, but I thought you had described it well. If it's not reserved, then it is open for reservations maybe it's not called open time. Maybe it's any non-reserve time or non-block time is open on a first-come, first-serve basis for residents.

Ms. Clark: Could we change the definition of open play to read "certain amenities are available on a first come, first-serve basis at various times no reservations that are accepted during this time period listed as open play unless otherwise specified." Something along those lines that would then say that there are certain amenities that you can make a reservation during open play. But if in the definition we identify that as making it clear that there are some times where you can make a reservation in open play. It's confusing as it's written because sometimes you can make your reservation in an open play and sometimes you can't.

Mr. Realmuto: Can you point us to the area and policy that allows you to make a reservation during open play?

Ms. Carpenter: How about the comment that Mary Clark made earliest, just capitalize the D and make it designated open play. It's clear that designated open play. That says no reservations were accepted during the time.

Mr. Zelazny: Maybe the definition of open play if you want to be consistent when you do it is open play is reserved by a block of time reserved by the manager where no reservations can be taken. I mean, if that's the definition of open play which is protected time by the amenity manager.

Mr. Realmuto: I'm concerned that with Mary's suggestion is good. if the problem exists, show me where in the policy it says you can make a reservation during open play.

Ms. Clark: Well, if you look at cards, it's on page 15. Part says "amenity reservations are non-exclusive at the amenity manager's discretion and depending upon scheduled availability, reservations for multiple groups may be booked at the same time." I mean, it doesn't have the word open play there. Unless you look at number 2 it says, "tables not used will be considered open and will be available for use by other group or individual."

Mr. Realmuto: Perhaps this is a misunderstanding, but nowhere in there is the word open play used. That is not open playtime.

Ms. Clark: Understood.

Mr. Zelazny: If you look at specific things, Bocce ball is open play no reservations. Bowling is open play when no leagues.

Mr. Realmuto: You're going through this too fast for us to follow along, Bob.

Mr. Zelazny: You don't have to follow just listen, that would be sufficient. Bowling is open play when no leagues, can make reservations, card rooms open and available.

Ms. Landgrebe: I think, Bob, the challenge comes in with open play and no reservations. Let's say the block is open for four hours. You have people, a couple or that take up that whole four hours meanwhile, other people may want to play. That's why I think they're saying, if there's a line or other people want to play your time slot is playing.

Mr. Zelazny: I don't disagree with that. On open play, there's limitations on how much time you can use a court or a facility. That's different than making a reservation.

Ms. Landgrebe: A pre-reservation.

Mr. Zelazny: When your family wants to play shuffleboard and you want to reserve a shuffleboard court. It's all open play and under this open play, you can't make a reservation.

Ms. Landgrebe: You're saying, it should.

Mr. Zelazny: I'm saying if there's a block of time for shuffleboard league and then there's a block of time for open shuffleboard where nobody can make a reservation, then you can just come play. Then there should be a period of time when you as a resident can make a reservation to play.

Mr. Realmuto: There is. Maybe the amenity managers help point us in that section of policy. But my understanding from talking this through in our joint meetings was that anytime that's not open play and is not reserved, is available for individuals to make reservations. Does that not address your concern?

Ms. Landgrebe: But the challenge comes in some of these leagues they want all the time.

Mr. Zelazny: I think the amenity managers, Debby, do a great job of managing the facilities. I do believe and I agree with them, there needs to be a block of time where the residents can go and play without having to make a reservation. But you should be able

to make a reservation. If it's not one of these block times, you should be able to make a reservation for your family to use that amenity.

Mr. Realmuto: She just said you can.

Mr. Mecsics: Let's clarify this and I'll make a motion that we add a definition that you have the amenity manager's time. That is the time that it's up to the amenity manager to allow individual reservations. The other one, open time is just that nobody has reservations. Does that fit the bill?

Mr. Zelazny: The amenity managers block the open time. They block the open time. Anything that's not committed is available for a resident to come and make a reservation which should be the majority of the time. I make a motion to add a parenthesis to add that if it's not in the amenity managers open time, that's blocked for open time and if some other open time that is not, then individual residents may make reservations.

Mr. Realmuto: With all due respect, I think you're making this way more complicated than it needs to be. The policy is written already allows exactly what you want to allow. I think your idea that open play by your definition isn't time reserved by the amenity manager. Quite frankly, I don't know where that comes from. It's not necessary. Open play is exactly what it says. Open play is time when reservations cannot be made, as it says in the definition. I don't see the problem. We've asked you to explain it. It takes two or three minutes to explain it. I think the policy that is written does that. You created a committee to recommend the best wording for this. I think the existing policy accomplishes what you want, and I don't think any of the suggestions I've heard make it any clearer, they might tend to confuse.

Mr. Mecsics: Well, thank you. That's your opinion. Again, the Board takes the recommendations from the committee and it just says they do it. That's the way we work.

Ms. Littlewood: Can I just say, the people that are using this the most are the amenity manager are both Districts. They read this and they are clear that everything that Bob's asking for is in here. I just don't get why we need to start explaining every single thing. I mean, it's just there. If it's open play, you can't make reservations, any other time out of that you can. I just don't understand why we need to keep doing all this wordsmithing quite frankly.

Ms. Burns: At this point we have a couple of varying opinions. Let's take a vote with the Districts if we think this is sufficient language that we can leave it how it is. If we're the majority on both Boards, think that that's sufficient, we'll leave it how it is. If it's not, then we will keep hashing out language to add.

Ms. Landgrebe: Well, what language are we talking about at this point?

Ms. Burns: The open play definition that is on page 13.

Ms. Landgrebe: On page 13?

Ms. Burns: On page 13. If there's somebody who wants to make a motion that the language is sufficient to define open play as intended.

Mr. Realmuto: I move that we leave the definition of open play as written.

On MOTION by Mr. Realmuto, seconded by Ms. Costello, with all in favor, the Definition of "Open Play" in the Joint Amenity Policy for Lake Ashton I, was approved.

On MOTION by Ms. Littlewood, seconded by Ms. Clark, with Ms. Littlewood, Ms. Clark in favor and Mr. Zelazny and Mr. Mecsics opposed, the Definition of "Open Play" in the Joint Amenity Policy for Lake Ashton II, the motion failed 2-2.

Ms. Burns: The motion fails.

Mr. Realmuto: It looks like Christine wants to speak.

Ms. Wells: On Page, 8 under reserving facilities, I just don't know if this helps. It says, with the exception of designated open play, reservations may be available for up to two-hour increments for all facilities listed and then keeps going on. I don't know if that helps address that when it's not open play, you can still make reservation.

Ms. Littlewood: I think we're adding to that as well. We're just about to add as defined in Section 10, so it refers them back.

Mr. Zelazny: If we're going to leave that language the same, we need to move and be consistent with that language as we deal with all the specific amenities.

Ms. Littlewood: Anyone have any comments?

Mr. Howison: About those amenities, Bob, you're talking about the Bocce, bowling, pickleball, shuffle ball.

Mr. Zelazny: Bocce, bowling, card rooms, pickleball, and tennis, all have different interpretations of open play and reservations and taking, and not taking.

Ms. Wells: The statement that's in bocce and bowling is exactly the same in bocce and bowling. You want us just to duplicate that?

Mr. Howison: I do think it says, there are open play days. I would think that maybe open play periods or open play times instead of days.

Ms. Wells: It's actually days.

Mr. Howison: It is?

Ms. Wells: I can't speak for an HFC but here for open bowling and bocce there are full days that are booked. I see what you mean by number 1 on Page 15, it doesn't say the same thing as bocce and bowling. It says rooms are available during normal hours.

Mr. Zelazny: As long as it's consistent in the document, I don't care.

Ms. Wells: Yes, I think that is great.

Ms. Burns: Everybody okay with that? In the other sections. Okay, I think we have a consensus there.

Ms. Landgrebe: Do you have more Bob?

Mr. Zelazny: Yes, I just have one other one on Section 10 again, amenities policy, general usage, under golf carts Paragraph 4 says, the 12 mile an hour speed limit for golf carts applies to on and within amenities. The original document had paths and bridges. I don't know if there's a nuance as to why we changed that. When I read it quickly, I assumed that they were talking about carts. We've expanded carts and bridges to now in and on or within amenities. I don't know what prompted that change. Does that imply roads and things like that? I have no idea.

Ms. Burns: On and within amenities, I think the intent is that it excludes the roadways. Am I correct in that?

Mr. Zelazny: I don't think you can put a 12 mile an hour speed limit on the roadway.

Ms. Burns: I think that's why it's specified within the amenities because the intent was to exclude the roadways.

Mr. Realmuto: Bob, if you look at that page, it's in the item immediately above 4. Well, that is with regard to age. There is a statement though, it's Page 12 on the red line. For use on the District's roads, golf cart operators must abide by all applicable Florida statutes and local government regulations. Then the next sentence is, the speed limit for golf carts is 12 miles per hour on or within the amenities. I believe this wording was vetted with both attorneys.

Ms. Burns: That's correct.

Ms. Littlewood: It was because we went back to the attorneys because the ordinance is different in Lake Wales to what it is in Winter Haven. We went with what the lawyers suggested on that.

Ms. Burns: Sorry, that's all, are you okay with that? You said that was your last one? Anybody else? Yes, Debby.

Ms. Landgrebe: I would like to draw our attention to Page 17, golf course. I believe the golf course should have its own things associated with the golf course. This is not something that every resident, if they choose to purchase in, use it. It's not like using the outdoor pool. I would suggest that we remove the heading "golf course" and make this "cart paths and bridges" as the heading and the title. Follow me under 1i, all pathway bridges remove within the "golf course". All pathway bridges are shared equally, blah, blah, blah. Therefore, go down two lines, all users must exercise extreme caution, again, remove the "golf course". Following along that, I would remove "non golfers, must stay". I think everyone needs to stay on and just do that.

Mr. Howison: Oh, wait. What did you just say, all non-golfers and then you stopped? Where are you?

Ms. Landgrebe: That was 17. You followed me there? Then Page 18. If we're still talking cart paths and bridges, everyone really must stay on the pathways, bridges, and ponds. Not just non golfers because again, that should be the golf course paths.

Mr. Howison: Sor are you in Section 3?

Ms. Landgrebe: Yeah.

Mr. Howison: Well golfers drive their carts on the course.

Ms. Landgrebe: Okay.

Ms. Clark: If you say that a golfer has to stay on a pathway that's impeding the ability to play golf.

Ms. Landgrebe: While you are playing, I understand that.

Ms. Clark: I would respectfully disagree with you I think that-

Ms. Landgrebe: For three you mean?

Ms. Clark: For all of your suggestions.

Ms. Landgrebe: Why? Because we've removed restaurants. We've removed the Eagle's Nest and this falls in that same category.

Ms. Clark: Because there's a safety issue, and I think there are other issues because as you mentioned earlier, that folks do pay significant amount of money in order to play golf, and that while golfers are playing, folks are also using the golf course. I think that there needs to be some understanding as to what is appropriate and inappropriate behavior during the same time.

Ms. Littlewood: I understand that you're talking about three, non-golfers must stand on pathways.

Mr. Howison: I think she's talking about all of this.

Mr. Realmuto: Everything in section 1 believe is what Mary is referring to. The section 1 refers to essentially non golfers.

Ms. Landgrebe: Golf course.

Mr. Realmuto: Roman numeral eight section one cart paths and bridges. I believe she's saying that should remain. I don't know that and then even if you're not a golfer, its policy that applies to everyone as it describes.

Ms. Landgrebe: All pathways and bridges, not just within the golf course. All pathways and bridges are shared equally.

Mr. Realmuto: That's right, and then it applies to all cart paths and bridges. It's not specific to the golf course.

Ms. Landgrebe: That's why I'm saying remove within the golf course, and the same with if you go two lines down, exercise extreme caution when golf is being played.

Mr. Howison: The reason for that statement is that, and I'll just give an example. I'm a golfer obviously you don't play.

Ms. Landgrebe: Not here.

Mr. Howison: But the reason it says, "all users of the golf course must exercise extreme caution when golf is being played," It's not uncommon at all to be standing on a tee and have someone with their grandchildren in a cart, drive in front of you, have no idea, and you can kill somebody. I guess you're saying to take out that statement? Take out golf course?

Ms. Landgrebe: I am because all pathway bridges are equally shared between golfers, golf carts, pedestrians, etc., use of these bridges by non-golfing during hours when golf is being played creates a safety hazard. Therefore, all users must exercise extreme caution. Then if we move to page 18.

Ms. Burns: You're just instead of calling it golf course, it's going to be cart paths and bridges.

Ms. Landgrebe: Correct.

Ms. Clark: But isn't it the cart paths and bridges specifically within the golf course, if you read that sentence, it says on letter I that all pathways/ bridges within the golf course are shared equally between golfers and golf carts. This is use of bridges by non-golfers during hours when golf is being played. This is addressing specific golf use, the use of the cart paths and bridges on the golf course, specifically when golf is being played. To remove the golf course from it removes the concern. The concern is, as Lloyd's said earlier, as a golfer, while you're out there playing and you hit a ball and you could really hurt someone, so that there needs to be I believe, and I'm sure the attorneys can attest that we need to be able to say specifically make it well known to everyone that caution has to be extreme caution has to be able to be used if you're going to choose to walk out on the golf course while golf is being played. Then both golfers and walkers alike have to use extreme caution just so that it is out there and it's available to folks and they can't say, I didn't know.

Ms. Burns: This is going back a couple of years but when the purchase was going on and the reason that this is in here specific to when golf is being played is that there were concerns from residents that if the golf course was sold to an outside group that they would say you cannot use the cart paths, bridges during the time of golf was being played, and so this was inserted in here because it gave residents the right to be able to drive on the golf course via pathways while golf was being played and that was important

to residents. I believe that's why it's referenced to golf course and while golf is being played and not just general because it's specifically giving the rights to residents to use those cart paths and bridges during the hours of operation.

Mr. Realmuto: For all the reasons we've heard, particularly Mary Clark, I believe that the section of this under the golf course, cart paths and bridges and all the others for that matter should remain. But then you raised a larger point that should not be lost on the Board and talking about these details that I actually think, number one should stay. But if you look at number two, in the middle of page 18.

Ms. Landgrebe: That shouldn't even be there except for four of that, number two.

Mr. Realmuto: I want to point out that we did that to include this section except for number four and the two golf is incongruent with the paragraph we have at the top of this larger section that explicitly states that the golf course among the restaurant and Eagle's Nest are independent businesses, and essentially what we said is they make the rules. I think was that's on page 14. You do point out an inconsistency that this particular section, number two golf numbers 1, 2, and 3, refer to the golf course specific things that have no place in the joint amenity policy that their golf course gives the players. I agree with you there.

Ms. Landgrebe: Under two, where it says golf, I believe the first three Roman numerals should be removed and move Roman numeral four to make it number 7 in the above section.

Mr. Zelazny: I can't speak for our entire Board, but this is a specific amenity where the policy is written by that District that holds that amenity. Unless our District wants to rewrite that portion, then that's the way it should stay.

Mr. Realmuto: But Bob, do you see the issue being raised? We can't have our cake and eat it too. You can't say it's amenity, but it's not an amenity. If you go back and look at page 14, we say very clearly, and this was added based on feedback at the workshop we had we added this section that says the clubhouse restaurant, Eagle's Nest and Lake Ashton golf club, are independently operated businesses and management has sole discretion on hours of operation, the policy creation, including denial of service. We agree with you that the golf course itself has absolutely sole discretion on that and for that

reason, I think three numbers really don't belong here because we're saying here, we don't have any say in it, and they were establishing rules under it.

Mr. Costello: The only thing there is that, and maybe Jan can answer this question, dealing with the fact, that we maintained the pathways and bridges, can we be held personally?

Ms. Landgrebe: I'm not saying remove pathways bridges. I'm saying just like we removed the section on the Eagle's Nest where you were going into more specifics under two golf, I, II, III is more specific and should go back to the golf pro shop for whoever's-

Mr. Costello: What I'm saying though, is the fact that since we maintain the bridges and the cart paths, if somebody got hurt without us giving them some warning, where do we end up?

Ms. Carpenter: Well, we need to leave in the number 4 under two four, that golfers are reminded they share the path ways. How about instead of excluding I, II, III, put a reference and just repeat what we said the, golf course is privately managed for information on tee times and fees that-

Ms. Landgrebe: Would you say that under amenity policies on Page 14?

Ms. Carpenter: But because the paths are on the golf course, it might make sense if someone's looking at these policies that they're referred to the golf course to know that there's private tee times at fees that are different.

Mr. Zelazny: The cart path policy and the golf cart policy has been through the legal multiple times to make sure that we address every concern that Mike has raised. When we very well could deny access to cart paths and bridges, so we can run the golf course for a safety factor, we agreed that we would allow that both during the play and after play, as long as we had these particular restrictions on where people knew that they were accepting some level of risk going in.

Ms. Carpenter: That's correct.

Mr. Costello: Now, I was always told that when this community was being built, the contractor had a choice, put in sidewalks, or allow the people to use the cart paths. Is it still enforceable that-

Ms. Carpenter: It needs to stay in. Yes.

Mr. Costello: That's what I'm saying.

Ms. Carpenter: I think the only question Debby had was the question about the fees.

Mr. Costello: I can't see where we can limit people. I don't agree with it, but I don't see where we can limit people.

Mr. Howison: I think we are getting confused here. If you go to Section 8, which is golf course, then you've got I, cart paths and bridges. If you take that 17. If you'll then go to Page 18, so that whole section cart paths and bridges should remain. What I think Steve is saying is, if you'll go to the next section which is number 2, golf. The first three items there, I, II, III so one, two and three really are operational items for the golf course. Number 4 could be moved into Section 1 and become seven and you could remove those three because anybody that's a member of the golf course has to abide by those rules. I think it's a matter of opinion but if we've already said that the golf course is a private amenity, a private operation, then perhaps it would be more appropriate to remove those three statements.

Mr. Costello: One, two and three we're saying is that quite honestly, they are under the golf course's management-

Ms. Landgrebe: That's why they should be removed.

Mr. Costello: This is why I'm saying we should just keep four and I agree with Lloyd.

Ms. Landgrebe: But that's what I've been saying, move it up.

Ms. Clark: Except I'd like to see if we could reword four. Because when you read it, it says, "golfers are reminded that they share the bridge pathway and bridges and ponds with non-golfers. Golfers do not have any higher priority for use than non-golfers." I think there's an assumption in the way this is written, that golfers feel they do have a higher priority than non-golfers. I just think it's rude. I think that if you look back up, up in cart paths and it says something about, all users of the golf course, but it does say somewhere that everyone has the right or it is shared equally between golfers, non-golfers or golf carts, pedestrians and cyclists. I don't think we need to have it again, and I certainly don't think it needs to be rude.

Ms. Littlewood: It is exceptionally rude when you're using those golf cart paths and the golfer's say to you, "You shouldn't be on here."

Ms. Clark: I think the point is that there is a concern. I know when I golf and there's folks that are out on the golf cart path while we're golfing, especially if it's back-to-back golfers, I have a concern that the person that's on the golf course at that time is putting themselves in jeopardy. That would be why I would hope that that would be why someone would say, "you shouldn't be on here." It's maybe not the nicest way of saying it, but it is the concern that while there's active golfing going on and it's going to get worse now because there's a lot more people moving back into the area that when it's back-to-back golfers and folks are walking on the cart path or driving on the cart path while other golfers are going on that there's a concern for potential injury. That's all.

Ms. Landgrebe: How about this for that number because you're right. We do say we all share the paths, but in order to remind them, that number 4 which I'm proposing becomes number 7, a few lines up. Instead of saying golfers or non-golfers. Can we just say all are reminded that they share the pathway, bridges and ponds? No one has a higher priority. They're for use. All need to be considerate. Something like that. It's just a reminder and let's just make it more generic not golf for non-golfer for everyone. You know what, we all share this.

Ms. Clark: But I think saying it again is redundant and I think that has to be an understanding that it is a golf course first, and that people pay extreme amounts, they pay thousands of dollars.

Ms. Landgrebe: They do but it's also a resident's privilege to use the golf course.

Ms. Clark: Correct, so we have to learn how to use it together and I think that pitting one versus others, even in any way by continuing to say that one doesn't have a higher priority over the other, makes it more challenging in order to get folks to work together.

Mr. Zelazny: Just so you know too, the residents do not have a right because the cart paths and bridges are covered in the lease agreement that we have between the east and west and it's because the golf course is allowing you to do that under these conditions that you can use it. That's the terms of the lease.

Mr. Realmuto: I think we're going down a rat hole now. In response to the very valid concerns raised by Mary Clark about number 4 being one-sided. I certainly understand and appreciate those. I thought where Debby was going would be a great compromise so essentially what you're saying, and I don't mean to suggest an alternative

is what you're saying is looking at Page 18, golf number 4, golfers and non-golfers alike are reminded that they share that pathway, bridges and ponds with each other and do not have any higher priority. That is an important point to make and it's neutral. To address Mary's concerns, I would be in favor of making those changes and I think that's a neutral statement and no change in policy.

Mr. Howison: You didn't say anything about the items 1, 2, and 3. Golf may be played by non-members and associate members, etc. I mean, I just don't think it's necessary in this agreement.

Mr. Zelazny: My position and I don't speak for the entire Board, but when we went through this, it was important if you are a resident and you looked at your amenities policy, where would you find anything on golf?

Ms. Landgrebe: The same place you do for Eagle's Nest and restaurant.

Ms. Littlewood: Excuse me Bob. Can I just say the golf course is not a joint amenity. You have to pay to use it. I can't use it. I'm not a member. It's not a joint amenity, so it shouldn't be in the policy.

Mr. Zelazny: No. Again, we disagree on that because I think we're very specific to let the residents know that golf is an amenity but it's a pay for amenity. If you talk to the residents about amenities, you can talk about the Marina which seems to have everybody up in arms as an amenity.

Ms. Landgrebe: It's not. That is not an amenity. We don't even own that.

Mr. Mecsis: Hey, this amenity policy is not only a policy but it's an informational document for the entire community. Things that they had there on the golf course, that may or may not be covered to the golfers. For those non-golfers, they see that they now become aware of it so it's a public document for the entire community. We can go back and forth. We can go back and forth in this just like we did with the other one. And for Lake Ashton 1, I'm going to call for a recommendation or a move motion. If not, I'll make it that we leave this and remain as it is. Do I have a second for the Lake Ashton 1?

Mr. Realmuto: Wait a second now. I'm sorry, what's going on here? Since when did you chair the meeting for Lake Ashton 1?

Mr. Mecsis: No. Please stop. I made a mistake.

Ms. Burns: He meant to say 2.

Mr. Mecsecs: Lake Ashton 2, excuse me. Lake Ashton 2, I make a motion and to leave this as it stands in this floor. Do I have a second? Any further discussion?

Mr. Zelazny: I do think we need to make the recommended changes that Mary said.

Mr. Mecsecs: I'll amend mine to that. Any further discussion for Lake Ashton 2? Excuse me. I'm sorry.

Ms. Littlewood: What were the recommendations?

Mr. Mecsecs: Yes.

Ms. Littlewood: I can't remember what were the recommendations.

Ms. Burns: It was for Section 4 to be changed. That all are reminded that they share the pathways, golfers and non-golfers alike, that instead of reminding just the golfers, it reminds all.

Ms. Littlewood: But did she not say to take out 1, 2, 3 and leave four?

Ms. Burns: His motion is that you leave it the same but change Number 4 to what Mary said. That's what Jim's correction is and Bob seconded that, that's where we're at so far.

On MOTION by Mr. Mecsecs, seconded by Mr. Zelazny, with Mr. Mecsecs, Mr. Zelazny and Ms. Clark in favor and Ms. Littlewood opposed, the Golf Wording and Changing Number 4 in the Joint Amenity Policy for Lake Ashton II, was approved 3-1.

Ms. Burns: Does anybody in Lake Ashton want to make a similar motion to leave 1-3 and change 4?

Mr. Zelazny: That's a specific amenity to the west. By the procedure is that the specific amenities can be changed by the District that controls that amenity. That was the agreement. We didn't have to come to a joint Board or anything like that. We're really agreeing. I'm sorry, but that's the way we went down this rabbit hole and voted on how we make changes.

Mr. Plummer: I think that you're missing the point. The point is I realize it's an amenity policy but this gives a basic outline of what golf is when people go to this

document that tells them what's in the community that's been said before. I see no reason that it needs to be taken out. I mean, there's no penalties, there's nothing with that at all. It's just an explanation of something that's available to this community and talks about there are separate fees for it. It's nothing more than any informational part and I don't understand why you want to take it out.

Mr. Realmuto: Bob, I'd like to address that. This isn't something that we need to live or die by frankly but it's simply inconsistent with the statement we added in this new joint amenity policy that says they're independent businesses. It's inconsistent with that. On the one hand, we're saying they make the rules and on the other hand we're making the rules in this policy and that's the reason I would prefer to see it out. Frankly, I don't think CDD 2 would want to see it out. This way they were able to make these changes without ever coming to a joint meeting for any approval. That it would make it solely within the golf course operator's judgment is what the preamble added to this section of policy says. I don't see why you would want to codify some of this document and go through another meeting like this when you want to change it.

Mr. Plummer: I understand everything you're saying. I'm going to make a motion to leave it where it is, we're going to move forward with this one way or another.

Mr. Costello: Do you want to change 4?

Mr. Plummer: Change it to the wording that Mary suggested it to be changed to.

Mr. Costello: Move up 4?

Mr. Plummer: No. All stays right where it is and Mary changes some wording in 4 to take some of the ambiguity out of it. But I'm making the motion to leave it in as an informational thing. Anybody who reads the document can get that information.

Mr. Costello: I second it.

Mr. Realmuto: Before we vote on that motion, I'd like to hear what the specific changes Mary proposed are. Read it with those changes please.

Ms. Burns: Golfers and non-golfers alike are reminded that they share the pathways, bridges, and ponds equally. Where we say equally because it's golfers and non-golfers. That nobody has higher priority for use. To be considerate, allowing use by all Lake Ashton community members. We're basically just changing "that golfers are reminded" to "all are reminded" that everyone has equal use. We can codify the language

exactly but golfers and non-golfers alike are reminded that they share the pathways, bridges, and ponds equally. Golfers and non-golfers, no one has higher priority for use of the pathways, bridges, and ponds.

Ms. Littlewood: Should we just change the first word golfers to residents?

Ms. Burns: All are reminded represents all.

Mr. Realmuto: To be consistent with the rest of the policy, if you're going to change that word it should be patrons. If you look at the definitions that it involves, that includes everybody.

Ms. Burns: Patrons are reminded that the pathways, bridges, and ponds are shared equally. No patron has higher priority for use than another patron.

Mr. Plummer: Additional discussion?

Ms. Landgrebe: Yes. Additional discussion. We earlier removed Eagle's Nest. We removed restaurant. This falls under the same thing as and then stated in nine, Clubhouse Restaurant, Eagle's Nest, Golf Club, are independently operated businesses, etc. While you may state that this is informational, then so should the restaurant be added back in, so should the Eagle's Nest be added back in. The concept falls in the same arena.

Mr. Realmuto: I agree with you 100%.

Ms. Landgrebe: There's nothing to do against the golf course. It's a great project or business. It's not a joint amenity.

Mr. Plummer: I thank you for your input. I think we have a difference of opinions and we have a motion on the table and a second. All those in favor of the motion signify by saying aye.

On MOTION by Mr. Plummer, seconded by Mr. Costello, with Mr. Plummer, Mr. Costello and Mr. Howison in favor and Ms. Landgrebe and Mr. Realmuto opposed, the Golf Wording and Changing Number 4 in the Joint Amenity Policy for Lake Ashton I, was approved 3-2.

Ms. Burns: Anybody else? No other changes?

Mr. Realmuto: Does Lake Ashton II need to be approved exactly as worded?

Ms. Burns: Theirs was to change it so that it was equal. So I think that was their intent, if they're comfortable with that.

**A. Consideration of Resolution 2023-01 Setting a Public Hearing to Adopt Amended Joint Amenity Facilities Policies and Rates (Lake Ashton CDD)**

Ms. Burns: If there's no other proposed changes to the document, there are two resolutions included in your package, that would set the public hearing to adopt these policies. We're just reviewing today. There's two separate resolutions in there. The next joint meeting is January 20th at the HFC. So if that's the date that works for everybody, we'd be looking for separate motions. The first is Resolution 2023-01, which would set the public hearing for the 20th at the HFC from Lake Ashton. Do we have a motion to approve that resolution?

On MOTION by Mr. Howison, seconded by Mr. Plummer, with all in favor, Resolution 2023-01 Setting a Public Hearing to Adopt Amended Joint Amenity Facilities Policies and Rates for Lake Ashton I, was approved.

**B. Consideration of Resolution 2023-01 Setting a Public Hearing to Adopt Amended Joint Amenity Facilities Policies and Rates (Lake Ashton II CDD)**

Ms. Burns: There is the same resolution included, Resolution 2023-01, setting the public hearing for the same date, January 20th, 2023. Do we have a motion from Lake Ashton II?

On MOTION by Mr. Mecsics, seconded by Ms. Littlewood, with all in favor, Resolution 2023-01 Setting a Public Hearing to Adopt Amended Joint Amenity Facilities Policies and Rates for Lake Ashton II, was approved.

**SIXTH ORDER OF BUSINESS**

**Supervisor Requests and General Public Comments**

Ms. Burns: That brings us to supervisor requests and general public comments. We'll start with supervisor requests. Anything before we turn over to public comments? Seeing none, we will go ahead and open up for public comments. Are there any public comments from anybody here in person? Seeing none, we'll go to the Zoom line. If

anybody on the Zoom line has a public comment, you can use Zoom's raise hand feature to be called on now. I also see no public comments from Zoom. Do we have a motion to adjourn from Lake Ashton?

Mr. Realmuto: Do we supervisor comments first?

Ms. Burns: I called for them and nobody raised their hand.

Mr. Realmuto: Well, I do, and I think others might.

Ms. Burns: Go ahead.

Mr. Realmuto: So one is I want to be clear about the version of the policies that's going to be published for the hearing. As we amended each of them as we went along, I trust that staff will update accordingly, and that's what will go out for that hearing?

Ms. Burns: That will be what is attached to the resolution to adopt them, correct.

Mr. Realmuto: Okay, because we haven't seen that exactly in writing yet, but staff is charged with writing that. Did others want to raise anything? There was a recent violation letter that you brought up briefly at our meeting. I know staff was looking for our direction on what to do with it, and there was concerned by some of us apparently that not enough information was provided with just the violation letter. If we were going to be asked to make some decisions, what we should do with it. I know some of us asked for the backup material.

Ms. Burns: If you read the joint amenity policy, it does not ask for the other Board to give approval of the decision. It says that it is noted at the next meeting, the decision that is made, but it does not say the other Board has to approve it.

Mr. Realmuto: I'm looking at this in the context going forward under the new amenity policy, which we just brought forth to hearing.

Ms. Burns: It does not state that. If you read it because we reviewed it, it says that the Board where the violation took place, handles it, and then says at the next meeting that it's brought up. It does not say the other Board has to approve it. If the intent is that the Board has to approve it, you need to look at that language because that is not what is written.

Mr. Plummer: I'd like to weigh in on this just a little bit. If there is a violation on the Winter Haven side and they suspend use of the dog parks, for example, if we on the Lake Wales side do not follow through with that suspension, that means their violators come

over here and use our dog park. I think that if there is a suspension of the use of the facilities, we might want to take those up because again, we have to approve the suspension of the use of the facilities here, and I think we should be with the other side in that regard. If you don't use chase the violators to the other side.

Ms. Burns: Let me use a different example than the dog park. We had a resident at a different community who was sexually harassing a staff member, exact same thing, there are two Districts with separate facilities, but the one Board handled the violation. They were suspended from all amenities for the period of one year that applies to all amenities. The other Board did not approve it. Somebody is harassing the staff and loses their amenity privileges, they lose the amenity privileges for all facilities. Correct because they have reciprocal use. So if they are suspended from amenity use for a period of one year by the Lake Ashton Board because it happened in this facility, then they cannot go over to the HFC. That's the way this policy is written, it is not a joint decision. It's wherever the amenity violation approved. That Board has the ability to suspend from all amenities.

Mr. Costello: But I think what Steve was saying was the fact that we received one side of the story. We're not saying that we want to argue it. What we're saying is we would like to know both sides of the story. Am I right or wrong?

Mr. Realmuto: That's absolutely what I'm saying. Both of these examples, I doubt anyone disagrees with the actions taken. It's just that we need to have information, so we understand what the right thing to do is.

Mr. Plummer: But under Jill's explanation, it really doesn't make any difference.

Mr. Realmuto: I want to follow up on that because I thought I heard the attorneys tell us otherwise. Essentially what you're doing is saying that one District can suspend the user's amenity privileges in another District.

Ms. Burns: That's correct.

Mr. Realmuto: I thought the attorneys told us, and I'd like to hear them speak on this, that we at least had to ratify that, to be effective. Otherwise, essentially, we're in a situation where the Board making the decision is not elected by the members subject to that. I don't think it's addressed as clearly as you're implying in policy. I'll agree that it's ambiguous, but I'd like to have the attorneys address, whether or not that's even a legally permissible thing to do.

Ms. Carpenter: Yes. You adopted the joint amenity policy. It says, the Districts through its Board, I probably should say each of the Districts through its Board, but it makes sense that you're giving your authority to each other, under this, to be able to oppose the violations. Otherwise, you'd have somebody who's going to the other District, whenever they get out. Then the other District would be trying to make a decision without all the facts.

Mr. Zelazny: The involvement of the other Board is based on the duration of the suspension. If it reaches, I think it's 30 days suspension, then that has to come to the other Board.

Mr. Realmuto: I'm not saying that it doesn't. I agree with your interpretation.

Mr. Zelazny: There's a period of time in the amenity policy, that once you exceed that, you have to go to the joint, you have to go to the other Board to get approval.

Ms. Burns: So it actually does not say that the Board has to approve it. It's on the top of Page 8 in the clean version, it says, "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." It doesn't say that they have to approve the decision.

Mr. Realmuto: It doesn't say what they don't have to approve it either. But either it does say that it needs to be brought out. The implication being, I think some of us understood that to mean, would be approved.

Ms. Burns: If that is the intent, I believe it needs to be clarified. Because that's not the way that I read it. I also logistically for the staff have an issue with that, because if Lake Ashton II says I'm going to say the same thing. Somebody who was sexually harassing a staff member at their facility and they said they're going to suspended them for one year. It comes to Lake Ashton, and you say, "No, we're not going to do that." What is the staff supposed to do? What is Mary supposed to do? What is Christine supposed to do? Because you've got residents who can go to some amenities and not others. Then you've also put yourself in a precarious, I would say legal liability issue, because you've had a Board member say that somebody's sexually harassing a staff member. Now, the other Board is allowing them to come and treat their staff in the same manner. We need to be consistent. This can't be a joint decision because frankly, if you don't agree, we have no way to enforce it. So whether the policy is that it's where the offense takes place, or

the District that I was referring to, the way they handled it is wherever the resident resided. So if it happens in Lake Ashton II, but the resident is a member of Lake Ashton. The way it works in that scenario, is that all information and reports and the staff members, would be present to be able to present the information to the Board to make a decision. If the concern is that it's not for somebody that they voted for, then instead of where the incident takes place, it should be whichever District the resident is a member of. That also clarifies a couple of issues. We have first offense, second offense, third offense. A lot of times I find that if somebody is abusive to staff, they're abusive to all staff. Now, one incident may take place in Winter Haven and one may take place at Lake Wales. When you look at them, you've got incidences in both. So if you want to clarify it to instead of where the incident takes place, it's whichever residence the member resolves in that could clarify it.

Ms. Littlewood: Can I just say something? There's a jurisdiction reciprocal. Isn't that what it actually means? It means that one Board can do it and the other one follows suit. You make decisions for both Boards.

Ms. Burns: I think that brought up at the next Board of supervisors waiting for the other District reads as you are being informed, the Lake Ashton II Board made the decision to terminate the amenity privileges for the span of one year. Maybe we need to clarify since they will be notified at the next Board of supervisors meeting.

Mr. Zelazny: If you look at Page 7, under 4th offense, it says a complete record of all previous documented offenses within the previous 12 months will be presented to both Boards for recommendation of suspensions beyond 30 days or possible termination of the patron's privileges up to one year. That's what I was talking about. If we're going to suspend for over 30 days, that has to come to both Boards to evaluate it.

Ms. Burns: What are you going to do if one Board says one thing and one Board says another? That's the problem.

Mr. Zelazny: Come on Jim. I know. If it's just to be brought for consideration and discussion then maybe that just needs to change for something.

Ms. Burns: I think we need to make sure we have it clear on who the decision ultimately is going to fall to, because I think it's realistic that we've seen that we may not have the same opinion, and it can't be one Board says one and one says another. I think that's a bad position for the staff.

Ms. Clark: Do you also need to clarify in this whether the person, what the offender, what District they live in?

Ms. Burns: Right now it does say where the offense took place.

Ms. Clark: Do we need to vote on that, that we're going to change that to where the offense took place, to where the offender resides?

Mr. Realmuto: I think it might make more sense to be where the resident resides. That's the check and balance system where their supervisors are responsible to them as a voter.

Ms. Burns: You have the ability to vote for the people who can suspend your amenity privileges. So, rather than where the individual, we'll change it. Is everybody okay with that change, instead of where the incident takes place? It is where they reside? Under that scenario which I've had this happen in another District. It happened not where the resident lived, the offense had happened in the other facility. Their community director and staff members came to the Board meeting. They submitted written reports, you would see. They came to that hearing as did the resident who was up for suspension and both presented their sides. If it was a Lake Ashton resident and the offense took place at the HFCs, Mary and her staff would come and say, "this is the incident, here are the reports, here is what happened," and the decision would be for the Lake Ashton Board because that's where that resident lives and they're available for any testimony or questions.

Mr. Realmuto: We're talking about only decisions on suspensions that exceed 30 days. The managers can do everything within that.

Ms. Burns: It's got to be over 30 days.

Mr. Realmuto: Sounds like a good change to me. Jill, I just wanted to comment on the example you've given that. That is definitely extreme example and no one would argue, I want to point out that the policy provides an out for incidents that jeopardize the health safety, welfare of numbers, the policy gives the amenity manager discretion on that. That really shouldn't be an issue, it's for lesser ones where they may be perhaps valid disagreement that I think the policy needs to be clear. That's all.

Ms. Burns: Right. We're talking about suspending amenity privileges for over 30 days. The Board where the resident resides will have the ultimate decision on that. I think instead of notifying them at the next meeting, they're notified immediately because you

can't have a situation in there where because they don't have a meeting for another three weeks, the other staff needs to be notified immediately that this resident has lost their amenity privileges.

Mr. Zelazny: Jill, if you look on Page 7, jurisdiction reciprocal. It says, "the ability to suspend, or terminate privileges provided herein shall be held by the District through its Board's District manager or amenity manager in whose boundaries the violation issue occurred." You're trying to change that to the District in which the resident resides? I'm the opinion that the aggregated person should be the one who handles it from a legal perspective.

Mr. Howison: I think we're only changing the residency thing for terminations of over 30 days, so Bob the amenity manager would have-

Ms. Burns: Mary has the discretion to suspend somebody for a week even if they are a Lake Ashton resident because they did something at the HFC.

Mr. Costello: Mary has something to say on it.

Ms. Bosman: I understand what you're saying. In practicality, let's just take a hypothetical, something happens at the HFC. In this case, I would write a letter not to the resident, but to Christine and she would share it with the Board, and I understand it's for over 30 days. Is that true?

Ms. Burns: If it happens at the HFC, you would suspend somebody for, let's say the next Lake Ashton meeting is 14 days, you suspend them for 14 days up until the point that it goes to the Lake Ashton Board for decision.

Ms. Bosman: If the person lived in Lake Wales, the event happened in Winter Haven. I would write the note to Christine. If we change it to read where the resident lives, then the decision is made by the Board District where the resident lives, so communication-wise, the event happened hypothetically at the HFC, I send a note with our details and so forth to Christine and the Lake Wales Board would determine what happened in Winter Haven would be right or wrong, is that correct?

Mr. Zelazny: Only for suspensions over 30 days.

Ms. Bosman: I understand that.

Mr. Howison: But you would attend that meeting, our meeting, and state your case as with that resident.

Ms. Bosman: I'm just wondering the communication piece that Christine and I would be communicating would be not for that resident, but would be informational.

Ms. Burns: It goes to the resident as well.

Ms. Bosman: That was my question.

Ms. Burns: You would send it to the resident because you are suspending them for up to the thirty-day period until the next meeting, so you would still handle that the same way. The only change here is which Board it's going to ultimately until the next meeting. The reason why the 30 days is in place is because you can suspend to that point the Board then makes the decision. What we're talking about here, we're suspending somebody's amenity privileges for over 30 days for egregious offenses, we're not talking about getting snippy with a staff member or doing something small, you're talking about assault or crimes or property damage or you're talking about serious offenses. This isn't somebody was being snippy with staff.

Ms. Bosman: While I'm up here, I do have another question for both Boards, but do you want me to go back and wait until you finish this or do you want me just present now?

Mr. Realmuto: One more question on this topic, Mary, or make sure we're all on the same page. I think we'll all like the communication to occur regardless of events. You will notify us, but it's essentially an FYI, so we have information to consider if something occurs here. We're not proposing changing any of that, just the decision-making with suspensions that exceed 30 days.

Mr. Costello: What happened was we were reading one side of it and we really didn't know what had transpired in order to move it forward. We're not saying we're going to make any decisions. All I'm saying is you're reading a letter and you don't really know what actually incurred.

Mr. Mecsics: That's why when it comes to the Boards and I was thinking we rely upon either your judgment to make those decisions and you must rely upon ours.

Mr. Costello: I agree with you. The only thing is, like I say, we received a letter and we didn't actually know what the reasoning was. That's all I'm saying.

Ms. Sandy: This is Sarah Sandy with Kutak. I discussed that letter with both Mary and Supervisor Littlewood and that letter was sent pursuant to the amenity policies, as it

stands. As you saw in the pet park section, it delineates certain suspension for the pet if there are incidents. That's what it was in regards to. After discussion with Supervisor Littlewood, she did agree that the limitation needed to be shortened to, I think 30 days rather than the 60 days that provided in the letter. That revision, I think is going to be made but this is where, as Jill is saying, under 30 days, it would still be within the discretion of the amenity manager to make that suspension based on the information they receive without it coming to the Board.

Ms. Landgrebe: I will be writing another letter within 30 days. This is in regards to the pet park issue right now that we've moved to?

Ms. Bosman: Yes

Ms. Landgrebe: I was wondering too so the 60 days it's reduced to 30 but that came from a supervisor, not from you, right?

Ms. Bosman: It's my job to write the letter on advice from Board members.

Ms. Landgrebe: But one Board member can make that decision? Just trying not to understand.

Ms. Bosman: The other thing is a request for a recommendation from you or a directive. We do our reservations for 2023 in December. The next Board meeting to approve or disapprove the joint amenity policy is going to be in January. The existing joint amenity policy states for reserving the same directives that are in the new policy but they weren't adhered to 100%. There were individual reservations allowed. There was discrepancies. My question to you is, should Christine and I hold off on any reservations for 2023 until after that Board meeting and we'll just let the residents know that? So what we're gone by is exactly what's been approved? That's my question to you. Thank you.

Ms. Landgrebe: Are we going to discuss that?

Ms. Burns: Are you asking what you're going to do for reservations in January? I think you have to work under the adopted policies that are in place between now and January and so maybe take those for January and anything February and beyond we're going to hold off on reservations until after the January 20th meeting. Is everyone okay with that?

Mr. Realmuto: Well, I have a question because it sounds like you're delaying the reservation period for everybody. When you may only have a small number of cases that

would be different between the two policies, is there a way you can accept reservations that would be okay under either policy and just delay those that wouldn't be until that date. Something along those lines. Otherwise, you're inconveniencing everybody. I'm of the opinion you should do the reservations on your same schedule. But I wouldn't want to see those reservations made for the full year because then effectively you're delaying the implementation of this policy for a year. Perhaps you then you could those reservations would only be allowed through the date of the hearing and that would be a way of getting the best of both worlds, just a thought.

Mr. Zelazny: Because we've approved the document principle with just a number of words, I believe that we can go ahead and start to accept reservations based on the new policy because it'll be an effect. I mean, we're not changing any substantive doctrine.

Ms. Landgrebe: Or what's the lawyer said?

Ms. Carpenter: Yeah, technically, we can't. So the reservations should be made either through January 20th or if you want to make it through the month of January and had the Board makes the new role effective February 1st.

Ms. Bosman: I understand that, but you're going to get a resident that's going to look at that old policy which is the same as the new policy but hasn't been adhered to, is going to have some concerns about it that.

Mr. Mecsics: If there's an issue with one of the residents on that, then we will explain it to them individually.

Ms. Bosman: Okay. All right. Thank you for your direction.

Mr. Zelazny: Deborah, you had the letter on the pet park. Just a reminder that the first offense is for 30 days, second offense is six months, third offense is a year.

Ms. Landgrebe: Within six months.

Mr. Zelazny: You never see the Board. That was when I talked about their termination suspension is totally different. There's no involvement in that.

Ms. Landgrebe: Yes, but that's within a certain time-frame. It has to be happening within six months, right?

Mr. Zelazny: It's six months for the second offense. It's up to a year if it's two offenses in a certain period of time and I'm just saying that is done aside from the Board

because the Board never sees it other than sees the letter because that is an action taken by the policy.

Mr. Realmuto: That's a separate policy under the pet play park that applies to suspending animals not people.

Ms. Burns: So if you have two dogs and one of them is very kind and one of them is biting other animals, you're not suspending someone's amenity privileges. They can still go to that pet park with the other dog. What you're doing is saying this dog that's unsafe cannot be at the pet park.

Ms. Burns: Anybody have anything else?

## **SEVENTH ORDER OF BUSINESS**

## **Adjournment**

There not being any further business to discuss,

On MOTION by Mr. Realmuto, 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 Ms. Clark , with all in favor, the meeting was adjourned by the Lake Ashton II CDD Board.

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Secretary / Assistant Secretary

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Chairman / Vice Chairman

# SECTION V

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# JOINT AMENITY FACILITIES POLICIES

OF THE

LAKE ASHTON  
COMMUNITY DEVELOPMENT DISTRICT

AND

LAKE ASHTON II  
COMMUNITY DEVELOPMENT DISTRICT

Draft - 1/9/23

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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: JANUARY 20, 2023**

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**In accordance with Chapter 190 of the Florida Statutes, and on January 20, 2023, 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 or overdue fees/debts owed to either District, excluding payment of non-ad valorem assessments, or fees/debts owed to independently operated businesses such as the Clubhouse Restaurant, Eagle's Nest, or Lake Ashton Golf Club 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.
- ~~7.8.~~failure to pay any fees/debts owed to either District, excluding payment of non-ad valorem assessments, or fees/debts owed to independently operated businesses such as the Clubhouse Restaurant, Eagle's Nest, or Lake Ashton Golf Club.

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: Please note, incidents involving the banning of pets at the Pet Play Park are covered under Section XI. – Amenity Policies – Specific Usage, number xvi. Pet Parks

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~~resident resides, whichever occurs first. A complete record of all previous documented offenses within the previous twelve (12) months will be presented to ~~both the District's~~Boards in whose boundaries the resident resides 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~~the resident resides. 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 (as defined in Section X – Amenity Policies – General Usage), reservations may be available for up to two (2) hour increments for all facilities listed in ~~the reservation~~this 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. Amenities that have not been reserved are available for use on a first-come, first-served basis.

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.~~ The speed limit for golf carts on bridges and cart paths is 12 mph.
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. The Amenity Managers have designated specific periods for each activity when no reservations can be made.~~ No reservations are accepted during the time period listed as Open Play at the respective amenity. ~~This ensures adequate periods of time when residents can use the amenity on a first-come, first-served basis.~~ Usage during open play is limited to ~~2 hours~~ 1 hour 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.~~
- ~~2.1.~~ Proper attire must be worn. Bowling shoes are the only acceptable footwear on the lanes.
- ~~3.2.~~ 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.
- ~~4.3.~~ 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).
- ~~5.4.~~ Proper bowling etiquette shall be adhered to at all times. The use of profanity or disruptive behavior is prohibited.
- ~~6.5.~~ No food or drink is allowed in the approach area.
- ~~7.6.~~ 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.
- ~~8.7.~~ No one is allowed behind the pin-setting machines without the permission of the Amenity Manager.
- ~~9.8.~~ Return all balls and shoes to racks when you have finished bowling.
- ~~10.9.~~ 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.
- ~~11.10.~~ 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.
- ~~12.11.~~ 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.~~
- ~~2.1.~~ 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.
- ~~3.2.~~ 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.

- 4.3. 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 and Patrons are reminded that they share the Pathways/Bridges and Ponds ~~with Non-Golfersequally. 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.
- 1.2. ~~There are Open Play times designated by the Amenity Manager where reservations are not accepted to allow for "first come, first served" use of the amenity.~~
- 2.3. 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.
- 3.4. 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.
- 4.5. Proper pickleball etiquette shall be adhered to at all times. The use of profanity or disruptive behavior is prohibited.

- ~~5.6.~~ 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.
- ~~6.7.~~ Due to demand, there is a three (3) Guest limit per court. Guests must be accompanied by a Patron and properly registered.
- ~~7.8.~~ No jumping over nets.
- ~~8.9.~~ 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.
- ~~9.10.~~ Court hazards or damages must be immediately reported to the Amenity Manager for repair.
- ~~10.11.~~ 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.
- ~~11.12.~~ 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.
- ~~12.13.~~ No chairs, other than those provided by the District are permitted on the courts.
- ~~13.14.~~ 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-consume/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 2023-03**

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

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

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

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

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

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

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

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

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

**PASSED AND ADOPTED** this 20<sup>th</sup> day of January, 2023.

**ATTEST:**

**LAKE ASHTON COMMUNITY  
DEVELOPMENT DISTRICT**

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Secretary

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Chairman, Board of Supervisors

**Exhibit A:** Joint Amenity Facilities Rules

# SECTION B

## **RESOLUTION 2023-05**

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

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

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

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

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

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

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

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

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

**PASSED AND ADOPTED** this 20<sup>th</sup> day of January, 2023.

**ATTEST:**

**LAKE ASHTON II COMMUNITY  
DEVELOPMENT DISTRICT**

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Secretary

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Chairman, Board of Supervisors

**Exhibit A:** Joint Amenity Facilities Rules