

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

January 19, 2024

# 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 8, 2024

**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 19, 2024 at 11:00 AM at 6052 Pebble Beach Blvd., Winter Haven, FL 33884.**

Members of the public may attend and participate in the meeting utilizing the following options from your computer, tablet or smartphone. To participate using video, please go to the link address below. To participate by telephone, please use the call-in number below and enter the **Meeting ID** when prompted. Members of the public are further encouraged to submit comments or questions in advance of the 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 17, 2024.**

**Zoom Video Link:** <https://us06web.zoom.us/j/81449885952>

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

**Meeting ID:** 814 4988 5952

**Passcode:** vMW0Y5

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>)

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

4. Approval of Minutes of the October 16, 2023 Joint Board of Supervisors Meeting
5. Public Hearing to Adopt the Amended Joint Policy Related to Non-Resident User Fees & Disciplinary Policy
  - A. Resolution 2024-03 for Lake Ashton CDD
  - B. Resolution 2024-01 for Lake Ashton II CDD
6. Update from Both CDDs Regarding Security Access Projects
7. Discussion of a Joint Policy for Issuance of RFID Tags - *Supervisor Costello & Supervisor Mecsics*
8. Supervisors Requests and General Public Comments
9. Adjournment

# MINUTES

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

The joint meeting of the Board of Supervisors of the Lake Ashton Community Development District and Lake Ashton II Community Development District was held on Monday, **October 16, 2023** at 11:30 a.m. at the Lake Ashton Clubhouse Ballroom, 4141 Ashton Club Drive, Lake Wales, Florida.

Present and constituting a quorum:

Lloyd Howison  
Michael Costello  
Steve Realmuto  
Brenda VanSickle

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

James Mecsics  
Bob Zelazny  
Mary Clark  
Roy Aull  
Angie Littlewood

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

Also present:

Jill Burns  
Jason Greenwood  
Jan Carpenter *via Zoom*  
Sarah Sandy *via Zoom*

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 11:30 a.m. and called the roll. Four Lake Ashton CDD Supervisors were present, and all Lake Ashton II Supervisors were present. The Pledge of Allegiance was recited.

**SECOND ORDER OF BUSINESS**

**Approval of Meeting Agenda**

Ms. Burns asked for any additions or corrections to the agenda as presented. There were no changes.

On MOTION by Ms. VanSickle, seconded by Mr. Costello, with all in favor, the Meeting Agenda for the Joint Board of Supervisors Meeting, was approved.

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

**THIRD ORDER OF BUSINESS**

**Public Comments on Specific Items on the Agenda**

Ms. Burns asked for public comments related to specific items on the agenda. She noted that she received no comments via email before the meeting. There were no public comments at this time.

**FOURTH ORDER OF BUSINESS**

**Approval of Minutes of the July 21, 2023 Joint Board of Supervisors Meeting**

Mr. Mecsecs asked for any changes or corrections to the minutes.

Ms. VanSickle stated on page 5 Lake Ashton I should be Lake Ashton II wanted to take more time to review the proposals.

Mr. Realmuto stated that the summary doesn't give an accurate summary of what transpired during the meeting. He had a specific correction to page 3, second paragraph, he requested that a portion of the paragraph be deleted.

On MOTION by Mr. Realmuto, seconded by Ms. VanSickle, with all in favor, the Minutes of the July 21, 2023 Joint Board of Supervisors Meeting, were approved.

On MOTION by Ms. Littlewood, seconded by Ms. Clark, with all in favor, the Minutes of the July 21, 2023 Joint Board of Supervisors Meeting, were approved.

**FIFTH ORDER OF BUSINESS**

**Discussion Regarding Revised Joint Amenity Policies** *(requested by Supervisor Landgrebe of the Lake Ashton CDD and Supervisor Zelazny of Lake Ashton II CDD)*

Mr. Zelazny stated that the efforts of the committee were very good and nearly all the comments received in the last two meetings were incorporated in the document. The Board reviewed the policies one page at a time.

Ms. Clark noted that she believed the definition of guest on page 2 should be tightened up.

Ms. Littlewood expressed concern over the wording of adult patrons that are 21 years of age and young adult of age 18. She stated that there were too many ages and she had discussed that issue before.

There was lengthy Board discussion regarding the appeal process. The Board consensus was that the appeal will go where the incident occurred, not to where the resident resides.

Mr. Zelazny requested to take out all mention of the \$4,000 per year. It will instead say non residents may pay an annual user's fee and have access to all amenities. He noted this will keep them from having to update the document at a public hearing if the fees change. The actual fee price will be listed as an exhibit to the policies.

On MOTION by Mr. Zelazny, seconded by Mr. Mecsics, with all in favor, Changing the Appeal Process to where the incident occurred, was approved.

On MOTION by Mr. Costello, seconded by Ms. VanSickle, with Mr. Costello, Ms. VanSickle, and Mr. Howison in favor and Mr. Realmuto opposed, Changing the Appeal Process to where the incident occurred, was approved 3-1.

Ms. Burns asked for a motion to approve the joint amenity policies as amended.



On MOTION by Mr. Zelazny, seconded by Mr. Mecsecs, with all in favor, the Joint Amenity Policies as amended, was approved.

On MOTION by Mr. Costello, seconded by Ms. VanSickle, with all in favor, the Joint Amenity Policies as amended, was approved.

Board discussion ensued regarding the non resident user fee. Mr. Aull stated that he believed the fee should be higher, up to \$8,000. Mr. Mecsecs agreed that the fee should be higher especially with the new developments being built around Lake Ashton that don't have amenities. Board members discussed factoring in the assessments and property taxes they pay. Ms. Burns clarified that property taxes do not fund the amenities that non residents would gain access to. Ms. Sandy and Ms. Carpenter noted that the fee needed to be reasonable or it could be challenged, and Ms. Burns agreed and stated that she believed up to \$4,500 would be a reasonable amount.

Ms. Burns suggested putting a public hearing on the January 2024 joint meeting agenda where the Board will decide the cap amount that they are going to advertise. Ms. Sandy suggested placing the disciplinary appeal change should also be subject to such public hearing on the January agenda meeting.

Mr. Howison suggested setting a max today for the non resident user fee. He suggested adding the \$2,800 and the \$2,600 that Lake Ashton and Lake Ashton II charge to get \$5,400. He suggested rounding up to \$6,000 as a max for the January meeting.

Mr. Aull requested to see legislation that requires the Board to set a reasonable amount for the non resident fee.

On MOTION by Mr. Realmuto, seconded by Ms. VanSickle, with all in favor, Setting a Public Hearing on the Joint Amenity Policies, including a max Non Resident User Fee of \$6,000 for January 29, 2024, at 11:00 a.m. at the Lake Ashton II Health & Fitness Center, 6052 Pebble Beach Blvd., Winter Haven, FL 33884, was approved.

On MOTION by Mr. Mecsecs, seconded by Ms. Littlewood, with all in favor, Setting a Public Hearing on the Joint Amenity Policies, including a max Non Resident User Fee of \$6,000, for January 29, 2024, at 11:00 a.m. at the Lake Ashton II Health & Fitness Center, 6052 Pebble Beach Blvd., Winter Haven, FL 33884, was approved.

**SIXTH ORDER OF BUSINESS**

**Update Regarding Security** *(requested by Supervisor Costello of the Lake Ashton CDD and Supervisor Zelazny of Lake Ashton II CDD)*

Mr. Mecsecs noted that regarding access control to the gates, they are moving to an RFID, Radio Frequency Identification, so the clickers will be gone. Lake Ashton is putting access control on various areas within this facility as well as cameras, etc. throughout the area. Mr. Mecsecs noted that Mr. Costello and himself have worked together on this. He noted that the Lake Ashton II contract for the RFID controls will likely be signed this week and they will start ordering the equipment. It will be a phased process, and Christine and James are already working on a database where people can register for the access control to the gates.

Mr. Mecsecs stated that the Lake Ashton II Board was not in favor of charging for access. Mr. Realmuto stated that they were proposing a fee similar to the replacement fee that is currently in place for the clickers.

**SEVENTH ORDER OF BUSINESS**

**Discussion Regarding Coordinating Gate Security Enhancements and Registrations** *(requested by Supervisor Realmuto of Lake Ashton CDD)*

Mr. Realmuto stated that he requested this item be added to the agenda to make sure that all the Supervisors were on the same page moving forward. For example, he had heard multiple answers for the timeline of the gate enhancements. Mr. Mecsecs noted that the timeline would depend on the installation and how long it takes to get the technology. Mr. Mecsecs noted that both Board's would be informed ahead of time.

Mr. Realmuto asked if each CDD would be responsible for issuing and providing the tags to their residents. Mr. Mecsecs answered yes.

Mr. Realmuto had many suggestions of questions that should be discussed before the RFID controls get put into place.

**EIGHTH ORDER OF BUSINESS**

**Supervisor Requests and General Public Comments**

Mr. Mecsics asked for public comments.

Stan Williams noted that right now they don't need anything to get access to anything in either community. He stated in the Interlocal Agreement it says that a resident can have access to any amenity on either side. He asked if the CDD decides to charge for those cards, what will the Interlocal Agreement do for him in that case.

**NINTH ORDER OF BUSINESS**

**Adjournment**

There not being any further business to discuss,

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

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

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

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

# SECTION V

JOINT AMENITY FACILITIES POLICIES

OF THE

LAKE ASHTON  
COMMUNITY DEVELOPMENT DISTRICT

AND

LAKE ASHTON II  
COMMUNITY DEVELOPMENT DISTRICT

DRAFT - 110124

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DRAFT - 1/10/24

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

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

**EFFECTIVE DATE: OCTOBER 16, 2023**

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**In accordance with Chapter 190 of the Florida Statutes, and on, October 16, 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 Access Device” – shall mean any device issued by the District to access amenities

“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 Guest is limited to 12 Guest Registrations per year. A Guest’s ability to be registered may be reviewed by an Amenity Manager if exceeding 12 Guest registrations annually.~~ **MOVED TO PAGE 5** =All Guests under eighteen (18) years of age must be accompanied at all times while using the Amenity Facilities by a parent, guardian, or adult Patron over twenty-one (21) years of age.

“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.

“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.

“Proper Credentials” – shall mean a Lake Ashton Resident ID, Guest Pass, proximity card with photo, or government issued photo ID with a Lake Ashton address.

“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(s), the Amenity Manager(s) 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 “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 twelve (12) guest registrations~~ per year, 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 ~~ninety (90)~~<sup>30</sup> 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 outlined in Exhibit A and is split evenly amongst LA CDD and LAII CDD, as permitted by law. 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) ~~fiscal full~~ year from the date of receipt of payment by either District. Each subsequent annual membership fee shall be paid-in-full ~~by on the anniversary date of application for membership~~ October 1. There is no proration of fees. 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 and is non-transferable.

**GUESTS:** All Guests, regardless of age, must register with the office of the Amenity Manager and sign a waiver of liability 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.

A Guest is limited to 12 Guest Registrations per year. Guest passes can be issued for a maximum of fifteen (15) consecutive days and may only be extended once for a maximum of thirty (30) total consecutive days. A guest cannot be registered for more than ninety (90) total days in a 365-day period. A Guest's ability to be registered may be reviewed by an Amenity Manager if exceeding 12 Guest registrations annually standards listed above.

All Guests under eighteen (18) years of age must be accompanied at all times while using the Amenity Facilities by a parent, guardian, or adult Patron over twenty-one (21) years of age.

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. PROPER CREDENTIALS**

Lake Ashton Resident Photo 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 amenities immediately.

Individuals may be charged a fee in accordance with LA CDD and LAII CDD Chapter III: Rules for Amenities Rates, (respectively) to purchase an Amenity Access Device.

All lost or stolen Amenity Access Devices should be reported immediately to the Amenity Manager's office. A fee will be assessed for any replacement Amenity Access Devices.

Unauthorized use of Proper Credentials may result in suspension of an Individual's privileges based on the suspension policy herein.

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

Individuals 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 Individual 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 Individual 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. Individuals should contact the Activities Desk or Security to report missing or damaged equipment.

Individuals who, in any manner, make use of or accept 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, Eagles 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 any District document or application;
3. permits unauthorized use of Proper Credentials;
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;
8. fails 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, Eagles Nest, or Lake Ashton Golf Club.

ii **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 commence immediately for up to one (1) year. ~~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.~~ Suspensions may be appealed in accordance with Section VI, Paragraph V: Appeals. 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.

**iii 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 – Individuals will be asked to leave the amenities immediately and a verbal/written 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 offices.

~~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.~~

~~3.2. Third~~ Second Offense – Automatic suspension by the Amenity Manager of specific amenities up to and including all Amenity Facilities privileges, commencing immediately for up to thirty (30) days 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.

~~4.3. Fourth~~ Third Offense - Automatic suspension by the Amenity Manager from specific amenities up to and including all Amenity Facilities privileges, commencing immediately for up to one (1) year thirty (30) days. 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. or until the date of the next meeting of the Board of Supervisors of the District within which the resident resides, whichever occurs first. A complete record of all previous documented offenses within the previous twelve (12) months will be presented to the District's Board 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 **MOVED TO PAGE 7 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 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~~ received a suspension for at least thirty (30) days may appeal at the next Board of Supervisor's Meeting, in which the violation occurred. For periods in excess of ninety (90) days the appeal will be presented at the next Joint Board of Supervisors Meeting. A complete record of all previous documented offenses will be provided. 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. In the event of an appeal at a Joint Board of Supervisors Meeting, if both boards do not come to a consensus the suspension handed out by the Amenity Manager stands.

## 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 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 three (3) times in a six (6)-month period then the reservation may be revoked by the Amenity Manager. This does not apply to a Club, Group, or Organization 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 the 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 fifteen (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/Groups/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 50 people in attendance, a final guaranteed number of guests is to be conveyed to the Amenity Facilities events planner no later than fourteen (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) Patrons.
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 Patrons 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 Patrons. Patrons will be given priority to attend any club activity or event.
5. 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 Patrons.
6. Club facilitators are responsible for ensuring all participants of any club, group, or organization events are residents of Lake Ashton or in possession of a valid Facilities Guest Pass. If unauthorized participants try and gain access to District

amenities, it is the responsibility of the facilitator to contact Staff and have the unauthorized participants removed from District amenities.

7. Criteria for Club membership should be governed by the individual club's Bylaws and must comply with the adopted Joint Amenity Facilities Policies.

Violations of any of the Joint Amenity Facilities 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.

Individuals using the Amenity Facilities are expected to return the amenities to its original condition by securing all equipment, cleaning up trash, and returning tables and chairs to their original location.

**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 at least 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: When there is a liquor license holder registered with the State of Florida to serve alcoholic beverages at 4141 Ashton Club Drive, Lake Wales, Florida alcohol may not be brought into the Clubhouse, adjoining outdoor patio, , or any other outdoor amenities at any time (the Pavilion is the only exemption with prior approval from the Amenity Manager) All alcoholic beverages must be purchased through the holder of the liquor license registered with the State of 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 AT THE CLUBHOUSE**

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 approve alcohol to be brought in for personal consumption for community events.

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 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 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 sixteen (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 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. Grills are provided at the Pavilion and Rose Garden for Patron and Guest use. Operators must be at least eighteen (18) years old.

GUEST REGISTRATION: 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, guardian, or adult Patron over twenty-one (21) years of age.

HOURS: Hours of operation, including holiday schedules, for Amenities Facilities are established and published by the Amenity Manager, 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 Districts.

OPEN PLAY: 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 one (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.

**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:** Patrons and amenity users should not leave Guests who have adverse or debilitating health conditions unattended while at any of the Amenity Facilities or District property.

**VENDORS:** Patrons should not reach out to District vendors directly to discuss District business. Any concerns with a vendor or their performance should be directed to District staff.

## **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.**

Guests under eighteen (18) years of age must be supervised and accompanied by an adult Patron, parent, or guardian over twenty-one (21).

Individuals must be knowledgeable of the associated rules, regulations, and safety considerations prior to using the Amenity Facilities.

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. 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.
5. 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 at this Amenity. When multiple group activities are scheduled, please be courteous of others.

ii. BOWLING

1. Proper attire must be worn. Bowling shoes are the only acceptable footwear on the lanes. Exceptions to the footwear requirements may be made with prior approval from the Amenity Manager.
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.
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).
4. Proper bowling etiquette shall be adhered to at all times. The use of profanity or disruptive behavior is prohibited.
5. No food or drink is allowed in the approach area.
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.
7. No one is allowed behind the pin-setting machines without the permission of the Amenity Manager.
8. Return all balls and shoes to racks when you have finished bowling.
9. 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.
10. 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. 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 made available for use by another group or Individual.
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.
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. CART PATHS AND BRIDGES

1. All Pathways/Bridges within the community are shared equally between golfers, golf carts, pedestrians and bicyclists. Use of the Pathways/Bridges by Patrons during hours when golf is being played creates potential safety hazards; therefore, all users of the Pathways/Bridges must exercise extreme caution when golf is being played.
2. To reduce danger and likelihood of being struck by a golf ball, Patrons 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 Patrons through if the approaching Patrons are fast moving or can pass by quickly.
3. Patrons must stay on the Pathways/Bridges or Pond banks. Patrons 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, Patrons can identify periods when no golfers are on the course. 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.
4. 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.
5. Pets are permitted to be walked and exercised on the Pathways/Bridges. At no time should they be in the fairways or within thirty (30) 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.
6. Use Golf Course At Own Risk: All Individuals who enter the Golf Course and/or utilize Pathways/Bridges and/or Ponds, including as a Patron 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.

v. CINEMA



1. Movies are scheduled on a regular basis by the Amenity Manager and open to all Patrons. Seating capacity is fifty-five (55) and admittance is on a "first come, first served" basis.
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.

vi. CLUBHOUSE BALLROOM

1. Each Club, Group, Organization, 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 owners' 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.

vii. 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. 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.

viii. 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. Guests under eighteen (18) years of age must be supervised and accompanied by an adult Patron, parent, or guardian over twenty-one (21)
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.

ix. GOLF CLUB

Golf may be played at the Golf Course for a fee. Patrons can contact the Pro Shop for more information regarding fees. Any unauthorized Individual found using the Golf Course facilities or playing the course will be asked to make restitution. 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.

x. 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 Club, Group, Organization 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 owners' 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.

xi. 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.

xii. INDOOR SPORTS COURTS

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

xiii. 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 District's computers and/or wireless internet at any time.

xiv. 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.

xv. 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.

xvi. 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. A 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.
7. Alcohol, for personal use, can be consumed in the Pavilion with prior approval by the Amenity Manager.

xvii. 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 (30) 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.

xviii. PICKLEBALL

1. Non-reserved courts are available on a “first come, first served” basis.
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.
3. Use of a pickleball court is limited to one (1) hour when others are waiting, unless the court is used pursuant to a reservation discussed above. Play may continue if no one is waiting.
4. 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.
5. Proper pickleball etiquette shall be adhered to at all times. The use of profanity or disruptive behavior is prohibited.
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.
7. Due to demand, there is a three (3) Guest limit per court.
8. No jumping over nets.
9. Players must clean up after play.

10. Court hazards or damages must be immediately reported to the Amenity Manager for repair.
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.
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.
13. No chairs, other than those provided by the District are permitted on the courts.
14. Lights at the pickleball facility must be turned off after use.

xix. PONDS (FISHING)

1. Individuals 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. Individuals 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. Individuals 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 Individuals using the Ponds should be parked way from play and off the Pathways/Bridges.

xx. 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.
5. A deposit fee will be charged in accordance with Rules of Lake Ashton CDD II, Chapter III.
6. 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 who

fail to clean up and return it to the condition in which it was obtained may be charged a clean-up fee.

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

xxi. 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. 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.
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.

xxii. SPAS

1. There is no lifeguard on duty. Individuals swim at their own risk and must adhere to Spa rules at all times.
2. Spas are open during normal operating hours.
3. Individuals must be thirteen (13) years of age or older to use the spa.
4. Maximum capacity is seven (7) people.
5. No food or drink are allowed within the area of the wet spa deck (which is defined as the area within four (4) feet of the Spa). 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.
6. Proper swim attire (no cutoffs) must be worn. Adults with bladder control issues or incontinence must wear appropriate waterproof attire.
7. Personal audio devices and televisions are not permitted unless they are utilized with headphones.
8. Individuals with open sores should not use the spa.
9. 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 Individuals must evacuate the spa immediately.
10. Individuals must comply with posted signage in addition to the rules listed above.



xxiii. 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. Individuals swim at their own risk and must adhere to swimming pool rules at all times.
3. All Individuals 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. Proper swim attire (no cutoffs) must be worn in the pool.
8. 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.
9. Adults with bladder control issues or incontinence must wear appropriate waterproof attire.
10. The changing of diapers or clothes is not allowed poolside.
11. Showers are required before entering the pool.
12. No one shall pollute the pool. Anyone who pollutes the pool is liable for any costs incurred in treating and reopening the pool.
13. Loud, profane, or abusive language is absolutely prohibited; no physical or verbal abuse will be tolerated.
14. 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.
15. No pets (except service animals), bicycles, skateboards, roller blades, scooters and golf carts are permitted on the pool deck area.
16. Personal audio devices and televisions are not permitted unless they are equipped with headphones and utilized for scheduled activities.
17. 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.
18. Pool entrances must be kept clear at all times.
19. No swinging on ladders, fences, or railings is allowed.
20. Pool furniture is not to be removed from the pool area.
21. 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).
22. 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.
23. No chewing gum is permitted in the pool or spa or on the surrounding deck areas.
24. The Districts are not responsible for lost or stolen items.

25. Chemicals used in the pool/spa may affect certain hair or fabric colors. The Districts are not responsible for these effects.
26. Individuals with open sores should not use the pool.
27. If the lightning alarm sounds, all Individuals must evacuate the pool immediately.
28. Individuals must comply with posted signage in addition to the rules listed above.

xxiv. TENNIS COURTS

1. Non-reserved courts are available on a “first come, first served” basis. Individuals 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. 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.
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.
6. No jumping over nets.
7. Players must clean up after play.
8. Court hazards or damages of any type need to be reported to the Amenity Manager for repair.
9. Individuals using the tennis facility are encouraged to supply their own equipment (rackets, balls, etc.) as loaner equipment is limited.
10. No temporary or permanent boundary markers or lines may be placed on the tennis courts, other than the existing tennis lines, unless approved in advance by the Amenity Manager.
11. Beverages are permitted at the tennis facility if they are contained in non-breakable containers with screw-top or sealed lids. No glass containers are permitted on the courts.
12. No chairs, other than those provided by the District, are permitted on the courts.
13. Lights at the tennis facility must be turned off after use.
14. A Spinshot tennis ball machine is available at the Clubhouse tennis facility. Use of the machine must be used in accordance with posted instructions. Training for the use of the equipment must occur prior to use and persons using this piece of equipment do so at their own risk.
15. Reservations are non-exclusive. At the Amenity Manager’s discretion and depending upon scheduling availability, reservations for multiple groups may be booked at the same time at this amenity. When multiple group activities are scheduled, please be courteous of others.

xxv. WILDLIFE

1. When using the Amenity Facilities, including especially outdoor areas and open spaces, please adhere to the following guidelines in regards to non-domesticated animals (“Wildlife”):
  - i. Wildlife encountered within the Amenity Facilities should never be approached.
  - ii. Never leave small children unattended.
  - iii. Never feed wild animals, or leave food/garbage unattended.
  - iv. Wildlife is likely to be present in all natural waters or wetlands. Please take caution and be vigilant when close to such areas.
2. The Lake Ashton Community is a natural Wildlife habitat; therefore, exercise caution and vigilance at all times.
3. Please visit the Florida Fish and Wildlife Conservation Commission’s website for more information regarding interaction with Wildlife common to Florida, found here: <https://myfwc.com/conservation/you-conserve/wildlife/>

**XII. USE AT OWN RISK; INDEMNIFICATION**

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

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

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

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

### **XIII. SOVEREIGN IMMUNITY**

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

### **XIV. SEVERABILITY**

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

### **XV. OTHER RULES AND POLICIES**

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

### **EXHIBIT A – NON-RESIDENT USER FEES**

In accordance with Chapter 190 of the Florida Statutes, and on, ~~January 20, 2023~~ January 19, 2024 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 an Annual User Fee of ~~\$4,000~~ \$6,000 (split evenly amongst LACDD and LAICDD as permitted by law) for Non-Residents not owning property within the District to have access to all Amenity Facilities.

This fee shall include privileges for a household for up to two (2) people. All prior rules / policies of the Districts governing this subject matter are hereby rescinded. This membership is not available for commercial purposes and is not transferable.

# SECTION A

**RESOLUTION 2024-03**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE LAKE ASHTON COMMUNITY DEVELOPMENT DISTRICT ADOPTING REVISED JOINT AMENITY FACILITIES POLICIES; 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 in the City of Lake Wales, Florida; and

**WHEREAS**, Chapter 190, *Florida Statutes*, authorizes the District to adopt rules to govern the administration of the District and to adopt resolutions as may be necessary for the conduct of district business; and

**WHEREAS**, the Board of Supervisors finds that it is in the best interests of the District to adopt by resolution the revised Joint Amenity Facilities Policy attached hereto as **Exhibit A** for immediate use and application; and

**WHEREAS**, the Board of Supervisors has complied with applicable Florida law concerning rule development and adoption.

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

**SECTION 1.** The attached revised Joint Amenity Facilities Policy are hereby adopted pursuant to this resolution as necessary for the conduct of District business. The revised Joint Amenity Facilities Policy shall stay in full force and effect until such time as the Board of Supervisors may amend this rule in accordance with Chapter 190, *Florida Statutes*, and shall replace and supersede any previously adopted rules.

**SECTION 2.** If any provision of this resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

**SECTION 3.** This resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

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**PASSED AND ADOPTED** this 19<sup>th</sup> day of January 2024.

ATTEST:

**LAKE ASHTON COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Lloyd Howison  
Chairperson, Board of Supervisors

**Exhibit A:** Joint Amenity Facilities Policy, revised as of January 19, 2024

# SECTION B



**RESOLUTION 2024-01**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE LAKE ASHTON II COMMUNITY DEVELOPMENT DISTRICT ADOPTING REVISED JOINT AMENITY FACILITIES POLICIES; 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 in Polk County, Florida; and

**WHEREAS**, Chapter 190, *Florida Statutes*, authorizes the District to adopt rules to govern the administration of the District and to adopt resolutions as may be necessary for the conduct of district business; and

**WHEREAS**, the Board of Supervisors finds that it is in the best interests of the District to adopt by resolution the revised Joint Amenity Facilities Policy attached hereto as **Exhibit A** for immediate use and application; and

**WHEREAS**, the Board of Supervisors has complied with applicable Florida law concerning rule development and adoption.

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

**SECTION 1.** The attached revised Joint Amenity Facilities Policy are hereby adopted pursuant to this resolution as necessary for the conduct of District business. The revised Joint Amenity Facilities Policy shall stay in full force and effect until such time as the Board of Supervisors may amend this rule in accordance with Chapter 190, *Florida Statutes*, and shall replace and supersede any previously adopted rules.

**SECTION 2.** If any provision of this resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

**SECTION 3.** This resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**PASSED AND ADOPTED** this 19<sup>th</sup> day of January 2024.

ATTEST:

**LAKE ASHTON II COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
James Mecsecs  
Chairperson, Board of Supervisors

**Exhibit A:** Joint Amenity Facilities Policy, revised as of January 19, 2024