

**TURNBULL CREEK
COMMUNITY DEVELOPMENT DISTRICT**

**Policies Regarding District
Amenity Facilities**

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USER FEE STRUCTURE

- (1) The annual user fee for non-resident fee paying families is Two Thousand Five Hundred Dollars (\$2,500.00). For Facility Rental Fees go to Page 17.
- (2) Two Facility Access Cards will be issued to each family owning property within the District and non-resident fee paying families, with a maximum of four (4) active Facility Access Cards per family at any time. There is a Twenty-Five Dollar (\$25.00) charge to replace lost or stolen Facility Access Cards. Facility Access Cards will only be issued to adult Patrons (as defined below) at least eighteen (18) years of age.
- (3) Except where specified otherwise, a Patron eighteen (18) years of age and older is limited to a maximum five guests and a Patron under the age of eighteen (18) years old is limited to a maximum of three (3) guests at any time. A guest shall include anyone that is not a Patron.
- (4) All guests must sign in or register with Amenity Facility Staff and must be accompanied by a Patron at all times.
- (5) All persons renting or leasing a home from persons owning property in the District pursuant to a current, written lease will be required to obtain Facility Access Cards and Mailbox keys from the property owner to whom the Facility Access Cards and Mailbox keys were issued. (Refer to Appendix A)

GENERAL PROVISIONS

- (1) Definitions.
 - (a) **“Amenity Facility” or “Amenity Facilities”** includes the amenity building (offices and social hall), Pool Area as defined below, Party Pavilion as defined below, fitness center, playground, tennis facility, basketball facility, volleyball court, Sports Field as defined below, parking lots, open space and other appurtenances or related improvements, all located in the Turnbull Creek Community Development District.
 - (b) **“Amenity Facility Staff”** shall mean the persons responsible for daily operation of the Amenity Facility, including the Amenity Manager, lifeguards, facility attendants, maintenance personnel or any District employee.
 - (c) **“Amenity Manager”** shall mean the individual responsible for overseeing the Amenity Facility and Amenity Facility Staff.
 - (d) **“Board”** shall mean the District Board of Supervisors.
 - (e) **“Community Use”** shall mean social meetings and activities for only Patrons including, but not limited to, book clubs, gardening clubs, and photography clubs. Community Use social meetings or activities must: 1) be open and available to all Patrons, 2) not-for-profit, 3) free of charge to Patrons attending, and 4) limited to

one meeting or activity per month for each group. Community Use does not include private events by invitation only such as a birthday or graduation party. (Refer to Appendix B)

- (f) **“District”** shall mean the Turnbull Creek Community Development District.
 - (g) **“District Property”** shall mean all property owned by the District including, but not limited to, the Amenity Facility, common areas, parking lots and ponds.
 - (h) **“Mailbox”** shall mean Mail Kiosk #1 and all appurtenances thereto, as depicted on Tract “AA” on the Plat of MURABELLA UNIT THREE, as recorded in Plat Book 0057, Pages 94 through 109; Mail Kiosk #2 and all appurtenances thereto, located within Tract “B” on the Plat of MURABELLA UNIT ONE, as recorded in Plat Book 0052, Pages 16 through 42; and Mail Kiosk #3 and all appurtenances thereto, located within Tract “D” on the Plat of MURABELLA UNIT FIVE, as recorded in Plat Book 0058, Pages 99 through 106, all of the Public Records of St. Johns County, Florida.
 - (i) **“Party Pavilion”** shall mean either of the following:
 - (i) The tables and chairs in the Pool Area outside the kitchen.
 - (ii) The tables and chairs in the Pool Area outside the fitness center.
 - (j) **“Patron”** shall mean persons or entities who own real property within the District and those persons or entities not owning land within the District who have paid the annual user fee. Tenants shall only be considered “Patrons” if they are renting or leasing a home from persons owning property in the District pursuant to a current, written lease of not less than six months or if they pay the annual user fee. All other persons shall be considered guests.
 - (k) **“Policies”** shall mean these Policies Regarding the District Amenity Facilities.
 - (l) **“Swimming Pool”** shall mean the swimming pool, the slide and spray feature.
 - (m) **“Pool Area”** shall include the Swimming Pool and any gazebos, adjacent decks, shade structures and other property or improvements within the fenced area surrounding the Swimming Pool. The Pool Area does not include the Party Pavilion.
 - (n) **“Resident”** shall mean persons or entities who own real property within the District.
 - (o) **“Sports Field”** shall include the softball and soccer fields adjacent to the amenity building.
- (2) Patrons must present their access cards and register upon entering the Amenity Facility.

- (3) Except where specified otherwise, children under fourteen (14) years of age must be accompanied by a parent or adult eighteen (18) years of age or older.
- (4) Except where specified otherwise, the Amenity Facility's hours of operation are projected to be as follows:
 - (a) From the day after Labor Day – April 30 (excluding the week of Spring Break for St. Johns County Schools):
 - (i) Tuesday – Friday: 9 a.m. – 5 p.m.
 - (ii) Saturday and Sunday: 11 a.m. – 6 p.m.
 - (iii) Closed Mondays.
 - (b) May 1 – Labor Day and the week of Spring Break for St. Johns County Schools:
 - (i) Tuesday – Sunday: 10 a.m. – 8 p.m.
 - (ii) Closed Mondays.
 - (c) The Amenity Facility will be closed on the following Holidays: Christmas Day, Thanksgiving Day, New Year's Day, and Easter.
- (5) Alcoholic beverages are only to be consumed pursuant to the District's adopted alcohol policy, attached hereto as Appendix C.
- (6) Dogs or other pets (with the exception of "Service Animals") – see Service Animal Policy below) are not permitted at the Amenity Facilities except for the parking lots and open fields. Where dogs are permitted, they must be leashed at all times.
- (7) Vehicles must be parked in designated areas. Vehicles shall not be parked on the grass, lawns, or in any way which blocks the normal flow of traffic. The parking lot at the Amenity Facility is for the use of Patrons and their guests while using the Amenity Facility. No long-term parking is permitted at the Amenity Facility parking lot or other common area parking lots.
- (8) Fireworks of any kind are not permitted in the Amenity Facility.
- (9) No Patron, visitor or guest is allowed in the service areas of the Amenity Facility.
- (10) These Policies may be modified from time to time when necessary by:
 - (a) The Board at a publicly-noticed Board meeting; or

- (b) The Amenity Manager, but only after consultation and approval of the Board Chairperson. Any change made pursuant to this provision must be ratified by the Board at the next publicly-noticed Board meeting.
- (11) The Board, Amenity Facility Staff, and Amenity Manager have full authority to enforce the District's Policies and rules.
- (12) Facility Access Cards will be issued to Patrons upon becoming owners of real property within the District or upon payment of the annual user fee. All Patrons must use their card for entrance to the Amenity Facility. All lost or stolen Facility Access Cards should be reported immediately to the Amenity Manager. There is a Twenty-Five Dollar (\$25.00) Facility Access Card replacement fee.
- (13) Two (2) Mailbox keys will be issued to Residents upon becoming owners of real property within the District. Additional Mailbox keys may be purchased for Twenty-Five Dollars (\$25.00) each. All lost or stolen District Mailbox keys should be reported immediately to the Amenity Manager. There is a Twenty-Five Dollar (\$25.00) Mailbox key replacement fee.
- (14) Smoking is not permitted anywhere in the Amenity Facility.
- (15) Disregard for any Amenity Facility rule or Policies may result in expulsion from the Amenity Facility and/or suspension or termination of Amenity Facility privileges.
- (16) Glass and other breakable items are not permitted at the Amenity Facility, except at pre-approved special events pursuant to the Facility Rental Policies below.
- (17) Patrons and their guests shall treat Amenity Facility Staff with courtesy and respect.
- (18) The Amenity Facility does not offer child care services to Patrons or guests.
- (19) Skateboarding is not allowed at the Amenity Facility.
- (20) Use of the barbecue grill is limited to Patrons renting the Party Pavilion in accordance with the Facility Rental Policies below.
- (21) Motorized Vehicles, including but not limited to golf carts, motorcycles, motor bikes, segways, hover boards and scooters, are prohibited from use on district owned property. For purposes of this section, district owned property is defined as walking/jogging trails, athletic and open space areas and pond banks. This section shall not apply to motorized wheel chairs, other adaptive devices used by disabled individuals, or law enforcement and emergency vehicles.
- (22) Patrons whose checks are returned due to insufficient funds are subject to loss of their Amenity Facility privileges and will be responsible to reimburse the District for all bank

charges assessed to the District resulting from a Non-Sufficient Funds check submitted to the District.

- (23) The District reserves the right to authorize all programs and activities, including the number of guest participants, equipment and supplies usage, etc., conducted at the Amenity Facilities.
- (24) Neighborhood Parks shall be available from dawn to dusk. At all other times the Neighborhood Parks are closed and may not be occupied for any purpose without written permission from the District.

LOSS OR DESTRUCTION OF PROPERTY OR INSTANCES OF PERSONAL INJURY

Each Patron and each guest as a condition of invitation to the premises of the Amenity Facility assumes sole responsibility for his or her property. The District and its contractors shall not be responsible for the loss or damage to any private property used or stored at the Amenity Facilities, whether in lockers or elsewhere.

No person shall remove from the room in which it is placed or from the Amenity Facility premises, any property or furniture belonging to the District or its contractors without written authorization. Patrons shall be liable for any property damage and/or personal injury at the Amenity Facility, or at any activity or function operated, organized, arranged or sponsored by the District or its contractors, caused by the Patron, his or her guests or family members. The District reserves the right to pursue any and all legal and equitable measures necessary to remedy any losses due to property damage or personal injury.

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

Should any party bound by these Policies bring suit against the District, the Board, or District staff or consultants 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, the Board, or District staff or consultants, said party shall be liable to the District for all costs and expenses incurred by it in the defense of such suit (including court costs, attorney's fees, paralegal fees, and expert witness fees through all appellate proceedings).

SERVICE ANIMAL POLICY

Dogs or other pets (with the exception of “Service Animal(s)” trained to do work or perform tasks for an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability) are not permitted within any District-owned public accommodations including, but not limited to, amenity buildings (offices, social halls and fitness center), pools, tennis courts, basketball courts, playgrounds, and other appurtenances or related improvements. A Service Animal must be kept under the control of its handler by leash or harness, unless doing so interferes with the Service Animal’s work or tasks or the individual’s disability prevents doing so. The District may remove the Service Animal under the following conditions:

- (1) If the Service Animal is out of control and the handler does not take effective measures to control it;
- (2) If the Service Animal is not housebroken; or,
- (3) If the Service Animal’s behavior poses a direct threat to the health and safety of others.

The District is prohibited from asking about the nature or extent of an individual’s disability in order to determine whether an animal is a Service Animal or pet. However, the District may ask whether an animal is a Service Animal required because of a disability and what work or tasks the animal has been trained to perform.

GENERAL SWIMMING POOL RULES

- (1) All Patrons and guests must sign in upon entry of the Pool Area. At any given time at the Pool Area, an adult Patron eighteen (18) years of age or older may have up to five (5) guests; and a Patron between fourteen and seventeen (14 – 17) years of age may have up to two (2) guests who are both fourteen (14) years of age or older provided the parents of the Patron and the parents of each guest have executed an appropriate waiver form which waiver form is on file with Amenity Center Staff. Patrons and their guests are limited to a maximum of two (2) vehicles at the Amenity Facility.
- (2) Lifeguards and Slide Attendants are on duty on a seasonal basis. Patrons and guests who use the Swimming Pool do so at their own risk.
- (3) Children thirteen (13) years of age and younger must be accompanied by an adult at least eighteen (18) years of age in the Pool Area when attendants are present. When attendants are not present children under eighteen (18) years of age must be accompanied by an adult at least eighteen (18) years of age in the Pool Area.
- (4) Radios, televisions and the like may be listened to if played at a volume that is not offensive to other Patrons and guests. Determination of an “offensive volume” is in the sole discretion of Amenity Facility Staff. Electrical equipment is not allowed in the Pool Area.

- (5) Swimming is permitted only during designated hours, as posted at the pool. Hours are seasonal and subject to change. Swimming after dusk is prohibited by the Florida Department of Health.
- (6) Showers are required before entering the Pool Area.
- (7) Glass and other breakable items are not permitted in the Pool Area.
- (8) Children under three (3) years of age, and those who are not reliably toilet trained, must wear appropriate swim-diapers, as well as a swimsuit over the swim-diaper, to reduce the health risks associated with human waste in the Swimming Pool.
- (9) Play equipment, such as floats, rafts, snorkels, dive sticks, and flotation devices must be approved by Amenity Facility Staff prior to use. Amenity Facility Staff reserves the right to discontinue usage of such play equipment during times of peak or scheduled activity at the Swimming Pool, or if the equipment provides a safety concern.
- (10) Swimming Pool availability may be changed without notice in order to facilitate maintenance of the Amenity Facility or scheduled events.
- (11) Animals of any kind (other than "Service Animals"), bicycles, skateboards, roller blades, scooters and golf carts are not permitted in the Pool Area.
- (12) Hanging on the lane lines, interfering with the lap-swimming lane, and unauthorized diving are prohibited.
- (13) The District reserves the right to authorize all programs and activities, including the number of guest participants, equipment and supplies usage, etc., conducted at the Swimming Pool, such as swim lessons, aquatic/recreational programs and pool parties.
- (14) Any person swimming when the Swimming Pool is closed may, in the sole discretion of the Board, be suspended from using the Amenity Facility. Swimming pool hours will be posted. The Swimming Pool will be closed from dawn until 12:59 p.m. on Mondays; the Swimming Pool is open Mondays from 1:00 p.m. until dusk. (except for Memorial Day, Labor Day and, when applicable, July 4th).
- (15) Guests must be registered and accompanied by a Patron before entering the Pool Area.
- (16) Proper swim attire must be worn in the Pool Area. Cut-offs and thong bathing suits are not allowed.
- (17) No chewing gum is permitted in the Pool Area.
- (18) Food and beverages, including but not limited to alcoholic beverages, are prohibited in the pool and on the pool wet deck area. Alcoholic beverages are not permitted in the Pool Area unless they are being served in conjunction with a rented Amenity Facility on a BYOB

basis, as defined in the District's BYOB Alcohol Policy, attached hereto at Appendix C. Glass containers are prohibited at all times in the Pool Area.

- (19) No diving, jumping, pushing, running or other horseplay is allowed in the Pool Area.
- (20) For the comfort of others, the changing of diapers or clothes is not allowed in the Pool Area.
- (21) No one shall pollute the Swimming Pool. Anyone who does pollute the Swimming Pool shall be liable for any costs incurred in treating and reopening the Swimming Pool.
- (22) Radio-controlled water craft are not allowed in the Swimming Pool.
- (23) Swimming Pool entrances must be kept clear at all times.
- (24) Smoking is not permitted around the Pool Area.
- (25) Food and drink are not allowed within six (6') feet of the Swimming Pool.
- (26) No swinging on ladders, fences, or railings is allowed.
- (27) Pool furniture is not to be removed from the Pool Area, thrown into the Swimming Pool, or otherwise disturbed.
- (28) Loud, profane, or abusive language is prohibited.
- (29) Patrons, their guests, and families ride the slide at their own risk.
- (30) Children less than forty (40") inches tall are not permitted to ride the slide.
- (31) Children may ride the slide only if they: (1) pass a swim test displaying an ability to swim the width of the recreation pool unassisted; and (2) demonstrate the ability to observe all rules and control their descent on the waterslide.
- (32) Only one person may ride the slide at a time. Parents may not ride the slide in tandem with a child.
- (33) No shorts with snaps or rivets will be allowed on the slide.
- (34) Keep arms and hands inside flumes at all times.
- (35) No flotation devices are allowed on the water slide.
- (36) For safety reasons, pregnant women and persons with health conditions or back problems should not ride the water slide.

- (37) The slide may only be used during pool hours when it is attended at the top and bottom of the slide.
- (38) The spray feature is unattended. Patrons swim at their own risk.
- (39) The spray feature is limited to children aged twelve (12) years and under, supervised by an adult eighteen (18) years of age or older.
- (40) Adult Patrons may allow guests residing temporarily or permanently in their household (“Household Guests”) to use their family-issued Facility Access Card(s) to gain access to the Amenity Facility provided that the adult Patron and all Household Guests have executed an appropriate waiver form which waiver form is on file with Amenity Center Staff.

SWIMMING POOL: THUNDERSTORM POLICY

The lifeguards or Amenity Manager are in control of the operation of the Pool Area during thunderstorms, heavy rain and other inclement weather. The lifeguards or Amenity Manager will determine whether swimming is permitted or not during the times the Swimming Pool is attended. During periods of heavy rain, thunderstorms and other inclement weather, the Pool Area will be closed. If heavy rain, thunder and/or lightning occur, everyone will be required to exit the Swimming Pool and Pool Area at the first sound of thunder and/or the first sighting of lightning for a waiting period of at least 30 minutes. At any point during the 30-minute waiting period, if thunder and/or lightning is heard or seen, the waiting period will be extended 30-minutes from the last sighting or sound.

SWIMMING POOL: FECES POLICY

- (1) If contamination occurs, the Pool may be closed for up to twelve (12) hours and the water will be chemically treated to kill the bacteria.
- (2) Parents should take their children to the restroom before entering the Pool Area.
- (3) Children under three (3) years of age, and those who are not reliably toilet trained, must wear an appropriate lined swim-diaper, and a swimsuit over the swim-diaper.

FITNESS CENTER POLICIES

All Patrons and guests using the Fitness Center are expected to conduct themselves in a responsible, courteous and safe manner in compliance with all Policies and rules of the Turnbull Creek Community Development District governing the Amenity Facilities. Disregard or violation of the District’s Policies and rules and misuse or destruction of Fitness Center equipment may result in the suspension or termination of Fitness Center privileges.

Please note that the Fitness Center is an unattended facility and persons using this facility do so at their own risk. Amenity Facility Staff is not present to provide personal

training or exercise consultation to Patrons or guests. Persons interested in using the Fitness Center are encouraged to consult with a physician prior to commencing a fitness program.

- (1) **Hours:** The Fitness Center is available for use by Patrons and guests during the hours of 5:00 a.m. to 10:00 p.m.
- (2) **Emergencies:** For all emergencies, call 911 immediately. All emergencies and injuries must also be reported to Amenity Facility Staff as well as the District Manager at 904-288-9130.
- (3) **Eligible Users:** Patrons and guests sixteen (16) years of age and older are permitted to use the Fitness Center during designated operating hours. Children who are twelve (12) to fifteen (15) years of age may only use the Fitness Center when accompanied by an adult Patron eighteen (18) years of age or older. No children under twelve (12) years of age are permitted in the Fitness Center. Guests may use the Fitness Center if accompanied by a Patron.

At any given time, a Patron may have up to two (2) guests at the Fitness Center.

Persons under the age of eighteen (18) must have an executed Parental Release of Liability Form on file at the Amenity Facility prior to using the Fitness Center.

- (4) **Proper Attire:** Appropriate clothing and footwear (covering the entire foot and with no sharp points that may impair the fitness flooring) must be worn at all times in the Fitness Center. Appropriate clothing includes t-shirts (no tank tops), shorts (no jeans), leotards, and/or sweat suits (no swimsuits).
- (5) **Food and Beverage:** Food (including chewing gum) is not permitted within the Fitness Center. Non-alcoholic beverages are permitted in the Fitness Center if contained in non-breakable containers with screw top or sealed lids.
- (6) **General Policies:**
 - (a) Each individual is responsible for wiping off fitness equipment after use.
 - (b) Personal training is not offered in the Fitness Center. However, Patrons may retain personal trainers for use at the Fitness Center at the Patron's own expense and risk.
 - (c) Hand chalk is not permitted to be used in the Fitness Center.
 - (d) Radios, tape players and CD players are not permitted unless they are personal units equipped with headphones.
 - (e) Weights or other fitness equipment may not be removed from the Fitness Center.

- (f) Please limit use of cardiovascular equipment to thirty (30) minutes.
- (g) Step away from weight equipment between sets if other persons are waiting.
- (h) Return all weights to their original location.
- (i) Any fitness program operated, established and run by the District may have priority over other users of the Fitness Center.
- (j) Wet bathing suits are not allowed in the Fitness Center.
- (k) Strollers and infant carry seats are not allowed in the Fitness Center.

BASKETBALL FACILITY POLICIES

All Patrons and guests using the Basketball Facility are expected to conduct themselves in a responsible, courteous and safe manner in compliance with all Policies and rules of the Turnbull Creek Community Development District governing the Amenity Facilities. Disregard or violation of the District's Policies and rules and misuse or destruction of Basketball Facility equipment may result in the suspension or termination of Basketball Facility privileges.

Please note that the Basketball Facility is an unattended facility and persons using the facility do so at their own risk. Persons interested in using the Basketball Facility are encouraged to consult with a physician prior to using the facility.

- (1) **Eligible Users:** At any given time at the Basketball Facilities, a Patron eighteen (18) years of age or older may have up to five (5) guests; and a Patron under the age of eighteen (18) may have up to three (3) guests. Anyone under the age of fourteen (14) must be accompanied by a Patron eighteen (18) years of age or older.
- (2) **Hours:** The Basketball Facility is available during daylight hours. The Basketball Facility may not be used after dark.
- (3) **Emergencies:** For all emergencies, call 911 immediately. All emergencies and injuries must also be reported to Amenity Facility Staff as well as the District Manager at 904-288-9130.
- (4) **Proper Attire:** Proper athletic shoes and attire are required at all times while at the Basketball Facility. Shirts must be worn. No black-soled or open-toe shoes are permitted.
- (5) The Basketball Facility is available on a first come, first serve basis.
- (6) **General Policies:**

- (a) Proper basketball etiquette shall be adhered to at all times. The use of profanity of disruptive behavior is prohibited.
- (b) Persons using the Basketball Facility must supply their own basketballs.
- (c) The Basketball Facility is for the play of basketball only. Pets (other than "Service Animals"), roller blades, bikes, skates, skateboards, and scooters are prohibited from the Basketball Facility.
- (d) Beverages are permitted at the Basketball Facility if contained in non-breakable containers with screw top or sealed lids. No alcoholic beverages, glass or other breakable items are permitted on the Basketball Facility.
- (e) No chairs other than those provided by the District are permitted in the Basketball Facility.
- (f) The Basketball Facility must be left clean after use.

TENNIS FACILITY POLICIES

All Patrons and guests using the Tennis Facility are expected to conduct themselves in a responsible, courteous and safe manner in compliance with all Policies and rules of the Turnbull Creek Community Development District governing the Amenity Facilities. Disregard or violation of the District's Policies and rules and misuse or destruction of Tennis Facility equipment may result in the suspension or termination of Tennis Facility privileges.

Please note that the Tennis Facility is an unattended facility and persons using the facility do so at their own risk. Persons interested in using the Tennis Facility are encouraged to consult with a physician prior to using the facility.

- (1) **Eligible Users:** Patrons and guests twelve (12) years of age and older are permitted to use the Tennis Facility during designated operating hours. Children who are under twelve (12) years of age may use the Tennis Facility only when accompanied by an adult eighteen (18) years of age or older. Patrons twelve (12) years old and older may have up to three (3) guests.
- (2) **Hours:** The Tennis Facility shall be available from sunrise until 10 p.m. daily.
- (3) **Emergencies:** For all emergencies, call 911 immediately. All emergencies and injuries must also be reported to Amenity Facility Staff as well as the District Manager at 904-288-9130.
- (4) **Proper Attire:** Proper tennis shoes and attire are required at all times while at the Tennis Facility.

- (5) The Tennis Facility is available on a first come, first serve basis. Each Patron and the Patron's guests are limited to the use of one (1) tennis court when others are waiting.
- (6) **General Policies:**
- (a) Proper tennis etiquette shall be adhered to at all times. The use of profanity of disruptive behavior is prohibited.
 - (b) Persons using the Tennis Facility must supply their own equipment (rackets, balls, etc.).
 - (c) The Tennis Facility is for the play of tennis only. Pets (other than "Service Animals"), roller blades, bikes, skates, skateboards, and scooters are prohibited from the Tennis Facility.
 - (d) Beverages are permitted at the Tennis Facility if contained in non-breakable containers with screw top or sealed lids. No alcoholic beverages, glass or other breakable items are permitted at the Tennis Facility.
 - (e) No chairs other than those provided by the District are permitted at the Tennis Facility.
 - (f) Lights at the Tennis Facility must be turned off after use
 - (g) The Tennis Facility must be left clean after each use.

PLAYGROUND POLICIES

Please note that the Playground is an unattended facility and persons using the playground do so at their own risk.

- (1) **Eligible Users:** Children twelve (12) years of age and older are not permitted to play on the playground equipment. Children under the age of twelve (12) must be accompanied by an adult eighteen (18) years of age or older. Patrons under the age of twelve (12) may have up to three (3) guests.
- (2) **Hours:** The playground shall be available for use from dawn to dusk.
- (3) The use of profanity or disruptive behavior is prohibited.
- (4) No roughhousing on the playground.
- (5) Persons using the playground must clean up all food, beverages and miscellaneous trash brought to the playground.

- (6) Use of the playground may be limited from time to time due to a District-sponsored event.
- (7) Pets (other than "Service Animals"), roller blades, bikes, skates, skateboards, and scooters are prohibited from the tennis facility.
- (8) Alcoholic beverages, glass containers and other breakable items are prohibited.

SPORTS FIELD POLICIES

Please note that the Sports Field is an unattended facility and persons using the Sports Field do so at their own risk.

- (1) **Eligible Users:** Patrons and guests eight (8) years and older are permitted to use the Sports Field. Children under the age of eight (8) must be accompanied by an adult eighteen (18) years of age or older. Patrons eight (8) years of age and older may have up to five (5) guests and Patrons under the age of eight (8) may have up to three (3) guests.
- (2) **Reservations:** Patrons may reserve the Sports Field by submitting a request to Amenity Facility Staff. Reservations may be made up to a week in advance for a period of three (3) hours. Only one (1) reservation may be held by a Patron at any given time. If the Patron is twenty (20) minutes late for his or her reservation, the reservation shall be forfeited. When not subject to a reservation, the Sports Field is available on a first come, first serve basis.
- (3) Pets (other than "Service Animals"), bicycles, skateboard, scooters, rollerblades and motorized vehicles of any kind are not permitted in the Sports Field at any time.
- (4) Alcoholic beverages, glass containers and other breakable items are prohibited.
- (5) The use of profanity or disruptive behavior is prohibited.
- (6) Patrons must bring their own sports equipment (e.g., soccer balls, softball bats, etc.).
- (8) Persons using the Sports Field must clean up all food, beverages and miscellaneous trash brought to the Sports Field.
- (9) Use of the Sports Field may be limited from time to time due to a District-sponsored event.

VOLLEYBALL COURT POLICIES

All Patrons and guests using the Volleyball Court are expected to conduct themselves in a responsible, courteous and safe manner in compliance with all Policies and rules of the Turnbull Creek Community Development District governing the Amenity Facilities. Disregard or violation of the District's Policies and rules and misuse or destruction of Volleyball Court equipment may result in the suspension or termination of Volleyball Court privileges.

Please note that the Volleyball Court is an unattended facility and persons using the facility do so at their own risk. Persons interested in using the Volleyball Court are encouraged to consult with a physician prior to using the facility.

- (1) **Eligible Users.** Patrons and guests twelve (12) years of age and older are permitted to use the Volleyball Court during designated operating hours. Patrons who are under twelve (12) years of age may use the Volleyball Court only when accompanied by an adult Patron eighteen (18) years of age or older. Patrons twelve (12) years of age and older may have up to five (5) guests at the Volleyball Court. Patrons less than twelve (12) years of age may have up to three (3) guests.
- (2) **Hours.** The Volleyball Court shall be available from sunrise until 10 p.m. daily.
- (3) **Emergencies:** For all emergencies, call 911 immediately. All emergencies and injuries must also be reported to Amenity Facility Staff as well as the District Manager at 904-288-9130.
- (4) **Proper Attire:** Proper athletic shoes and attire are required at all times while on the Volleyball Court. Shirts must be worn. No open-toe shoes are permitted.
- (5) The Volleyball Court is available on a first come, first serve basis.
- (6) **General Policies:**
 - (a) Proper volleyball etiquette shall be adhered to at all times. The use of profanity of disruptive behavior is prohibited
 - (b) Persons using the Volleyball Court must supply their own volleyballs.
 - (c) The Volleyball Court is for the play of volleyball only. Pets (other than "Service Animals"), roller blades, bikes, skates, skateboards, and scooters are prohibited from the Volleyball Court.
 - (d) Beverages are permitted at the Volleyball Court if contained in non-breakable containers with screw top or sealed lids. No alcoholic beverages, glass or other breakable items are permitted on the Volleyball Court.
 - (e) No chairs other than those provided by the District are permitted in the Volleyball Court.
 - (f) The Volleyball Court must be left clean after use.

FACILITY RENTAL POLICIES

Patrons, ages 18 and older, may reserve certain portions of the Amenity Facility for community and private events. The daily guest limits referenced in section one (1) of the Facility Rental and Reserve Policies shall not apply to guests attending a Patron sponsored function at a rented Amenity Facility. Generally, only one (1) room or portion of an Amenity Facility is available for Community Use or rental at any given time; however, recurring events may be approved at the discretion of the Amenity Manager.

Reservations may not be made more than three (3) months prior to the event. In addition, each Patron may rent a portion of the Amenity Facility only once per quarter of the calendar year. Patrons interested in doing so should contact the Amenity Manager regarding the anticipated date and time of the event to determine availability. Please note the Amenity Facility is unavailable for Community Use or private events during times when the Amenity Center is being utilized for a District-sponsored event and on the following holidays:

New Year's Day 4 th of July	Easter Sunday Labor Day	Memorial Day Thanksgiving
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- (1) **Available Facilities:** The following areas of the Amenity Facility are available for Community Use and private functions for up to four (4) total hours (including set-up and post-event cleanup). For Community Use, rental fees shall be waived; however, a refundable damage deposit of One Hundred and Fifty Dollars (\$150.00) shall be required. For private events, the following rental fees shall apply:

Social Hall:	[Capacity: 62 persons]; Fifty Dollars (\$50.00)
Party Pavilion (each area):	[Capacity: 25 persons]; Twenty-Five Dollars (\$25.00)

The two Party Pavilion areas (outside the kitchen and outside the fitness center) may be rented together for a single event in which case the Twenty-Five Dollar (\$25.00) fee for each area will apply resulting in a total fee of Fifty Dollars (\$50.00).

The Pool Area shall remain open to other Patrons and their guests during normal operating hours.

The Patron renting any portion of the Amenity Facility or the Patron reserving any portion of the Amenity Facility for Community Use shall be responsible for any and all damage and expenses arising from the event.

- (2) **Reservations:** Patrons, ages 18 and older, interested in reserving an Amenity Facility for Community Use or private rental must submit to the Amenity Manager a completed Facility Use Application which must include the name and contact information of the individual that will be responsible and accountable for the event.

For Community Use, at the time of submission, one (1) check or money order made out to the Turnbull Creek Community Development District shall be submitted to the Amenity Manager in order to reserve the desired area of the Amenity Facility. The check or money order shall be the amount of One Hundred Fifty Dollars (\$150.00) as a refundable damage deposit.

For private rentals, at the time of submission, two (2) checks or money orders (no cash) made out to the Turnbull Creek Community Development District shall be submitted to the Amenity Manager in order to reserve the desired area of the Amenity Facility. One (1) check shall be in the amount of the room rental fee referenced above and the other check shall be in the amount of Two Hundred Fifty Dollars (\$250.00) for parties of up to twenty-five (25) attendees and Five Hundred Dollars (\$500.00) for parties of twenty-six (26) or more attendees as a refundable damage deposit.

The Amenity Manager will review the Facility Use Application on a case-by-case basis and has the authority to reasonably deny a request. Denial of a request may be appealed to the District's Board of Supervisors for consideration. The Board may, in its sole discretion, waive room rental fees for private events at the request of the Amenity Manager, District Manager or any Patron.

- (3) **Staffing:** During the Amenity Facility's operating hours in which Amenity Facility Staff is present, Community Use and private events with twenty-five (25) persons or less are not required to pay for additional staff unless otherwise required by the District. For events in excess of twenty-five (25) people during operating hours, or for events after operating hours, additional staff may be determined necessary at a rate set by the Amenity Manager. Checks or money orders for additional staff shall be payable to the amenity management company.
- (4) **Deposit:** As stated above, for Community Use a refundable damage deposit in the amount of One Hundred Fifty Dollars (\$150.00) is required at the time the reservation is requested through submission of a Facility Use Application. For private rentals, a deposit in the amount of either Two Hundred Fifty Dollars (\$250.00) or Five Hundred Dollars (\$500.00) is required at the time the reservation is requested through the submission of a Facility Use Application. Damage deposits for both Community Use and private rentals will be refunded in full provided:
 - (a) There is no damage to District Property, Amenity Facility, and its furnishings;
 - (b) Garbage and trash are removed and placed in the dumpster;
 - (c) All displays, favors or remnants of the event are removed;
 - (d) Furniture and other items are restored to their original position;
 - (e) Counters, table tops and sink are cleaned and wiped down;
 - (f) Trash can liners are replaced;

- (g) The refrigerator and all cabinets/appliances used are cleaned and wiped down;
and
- (h) In the event of any damage it must be reported immediately to the Amenity
Manager.

Failure to comply with such rules, policies, and directions may result in the forfeiture of a Patron's deposit and/or privileges to use of the Amenity Facility.

If additional cleaning of Amenity Facilities is required either for a private event rental or approved Community Use, the Patron signing the Facility Use Application for the Amenity Facility will be liable for any expenses incurred by the District to hire an outside cleaning contractor. In light of the foregoing, Patrons may opt to pay for the actual cost of cleaning by a professional cleaning service hired by the District. The Amenity Manager shall determine the amount of deposit to return, if any.

Deposit checks will be returned only to the Patron who completed the Facility Use Application or to a party designated by the Patron at the time of submittal of the Facility Use Application. Photo identification shall be required for the return of deposit checks.

(5) General Policies:

- (a) No decorations may be affixed to the walls, doors or any fixtures.
- (b) Patron and Patron's Guests are required to adhere to all Amenity Facility rules, Policies, and directions from Amenity Facility staff.
- (c) The areas of the Amenity Facility listed above may be rented after normal operating hours until 12:00 a.m.
- (d) The volume of live or recorded music must not violate applicable St. Johns County noise ordinances.
- (e) No glass or breakable items are permitted on District property, including the Amenity Facility.
- (f) Event Liability coverage may be required, even in the absence of alcohol service, on a case-by-case basis in the sole discretion of the Board of Supervisors.

SUSPENSION AND TERMINATION OF PRIVILEGES

- (1) **Introduction:** This rule addresses disciplinary and enforcement matters relating to the use of the amenities and other properties owned and managed by the District (“Amenities” or “Amenity”).
- (2) **General Rule:** All persons using the Amenities and entering District properties are responsible for compliance with, and shall comply with, the Amenities Rules established for the safe operations of the District’s Amenities.
- (3) **Suspension of Rights:** The District, through its Board, District Manager, and Facilities Manager, shall have the right to restrict, suspend, or terminate the Amenity privileges of any person to use the Amenities for any of the following behavior:
 - (a) Submits false information on any application for use of the Amenities;
 - (b) Permits the unauthorized use of an Access Card;
 - (c) Exhibits unsatisfactory behavior, deportment or appearance;
 - (d) Fails to pay amounts owed to the District in a proper and timely manner (not including assessments);
 - (e) Fails to abide by any District rules or policies (e.g., Amenity Rules);
 - (f) Treats the District’s supervisors, staff, general/amenity management, contractors, or other representatives, or other residents or guests, in an unreasonable or abusive manner;
 - (g) Damages or destroys District property; or
 - (h) Engages in conduct that is improper or likely to endanger the health, safety, or welfare of the District, or its supervisors, staff, amenities management, contractors, or other representatives, or other residents or Guests.
- (4) **Authority of District Manager and Facilities Manager.** The District Manager, Facilities Manager or their designee has the ability to remove any person from one or all Amenities if any of the above-referenced behaviors are exhibited or actions committed or if in his/her discretion it is the District’s best interests to do so. The District Manager, Facilities Manager or their designee may at any time restrict or suspend for cause or causes, including but not limited to those described above, any person’s privileges to use any or all of the Amenities until the next regularly scheduled meeting of the Board of Supervisors.
- (5) **Process for Termination or Suspension of Amenity Privileges.**

- (a) **Offenses:**
- (i) **First Offense:** Verbal warning by Amenity staff and, in the discretion of Amenity staff, suspension from the Amenities for up to one week from the commencement of the suspension. Violation is recorded by Amenity staff, signed by the individual offender(s), and held on file at the Amenity.
 - (ii) **Second Offense:** Automatic suspension of all Amenity privileges for up to thirty days from the commencement of the suspension, with the preparation by Amenity staff of a written report to be signed by the offender(s) and filed at the Amenity.
 - (iii) **Third Offense:** Suspension of all Amenity privileges for up to one year. Such suspension shall run to the next regular meeting of the Board of Supervisors. At said meeting, the record of all previous offenses and other supporting materials will be presented to the Board for recommendation of termination of the offender(s) privileges for one calendar year. The length of the suspension is in the discretion of the Board and may be for less or more than one year.
- (b) Failure of the offender to sign the incident report does not render the rules or suspension ineffective. Each offense shall expire one year after such offense was committed, unless otherwise indicated in the notice to the offender, at which time the number of offenses on record for such offender(s) shall be reduced by one. For example, if a first offense is committed on February 1 and a second offense on August 1, there will be two offenses on record until February 1 of the following year, at which time the first offense will expire and the second offense will thereafter be considered a first offense until it expires on the following August 1. The provisions of this Paragraph shall not at any time serve to reduce any suspensions or terminations, which may have been imposed prior to the expiration of any offenses.
- (c) Notwithstanding the foregoing, any time a user of the Amenity is arrested for an act committed, or allegedly committed, while on the premises of the Amenity, is arrested for an act committed or allegedly committed offsite that poses a threat to the health, safety and welfare of the District or its residents, or violates these Policies in a manner that, in the discretion of the District Manager or Facilities Manager upon consultation with one Board member, justifies suspension beyond the guidelines set forth above, such offender(s) shall have all amenity privileges immediately suspended until the next Board of Supervisors meeting. At the Board meeting, the Board will be presented with the facts surrounding the arrest or violation and the Board may make a recommendation of suspension or termination of the offender(s) privileges, which suspension or termination may include members of the offender(s) household and may, upon the first offense, equal to or

exceed one year. In particular situations that pose a long term or continuing threat to the health, safety and welfare of the District and its residents and users, permanent termination of Amenity privileges may be warranted and considered.

- (d) Any suspension or termination of Amenity privileges may be appealed to the Board of Supervisors for reversal or reduction. The Board's decision on appeal shall be final.
- (6) **Legal Action; Criminal Prosecution.** If any person is found to have committed any of the infractions noted in Section 3 above, such person may additionally be subject to arrest for trespassing or other applicable legal action, civil or criminal in nature.
- (7) **Severability.** If any section, paragraph, clause or provision of this rule shall be held to be invalid or ineffective for any reason, the remainder of this rule shall continue in full force and effect, it being expressly hereby found and declared that the remainder of this rule would have been adopted despite the invalidity or ineffectiveness of such section, paragraph, clause or provision.

APPENDIX A
TURNBULL CREEK COMMUNITY DEVELOPMENT DISTRICT ASSIGNMENT OF AMENITY RIGHTS AND PRIVILEGES

Instructions: This form must be completed in its entirety and returned to the Front Desk in order for amenity access privileges to be granted to any tenant. The form must be completed and signed by all owners and co-owners of the subject property and witnessed. Signatures of agents or property managers acting on behalf of the owner will not be accepted unless accompanied by a properly executed Power of Attorney document granting specific authority to sign the Owners' names for this purpose. Upon acceptance of this properly completed document, any amenity access cards previously issued to the owner and their family members will be deactivated and listed tenants become eligible to apply for amenity access cards for the designated lease period. A fee of \$25.00 per amenity access card issued is payable by cash or check at the time a card is issued.

Agreement made this date _____ between the owners of the property located at:
 (date of this agreement)

_____, St. Johns, FL
 (property address)

1. Owners of the Property, by their signatures below, attest the existence of a lawful tenancy with effective dates beginning (date) _____ terminating (date) _____. If length of tenancy is month to month or of an indefinite duration, this Assignment will only be effective for a three (3) month period and after that must be renewed.
2. Owners wish to transfer the rights and privileges to the use and enjoyment of the amenities within the District to Tenants.
3. Upon this transfer, Owners acknowledge their amenity access cards will be deactivated as of the date of such transfer.
4. Upon this transfer, Tenants acknowledge they must obtain their amenity access cards from the District and that Tenants have received or have reviewed a copy of the policies regarding District Amenity Facilities, to which they agree to follow.
5. Owners acknowledge that nothing in this assignment has any effect on their responsibilities as the Owners of the Property to timely pay all Turnbull Creek Community Development District fees and special assessments.
6. Tenants acknowledge at the end of their tenancy, their amenity access cards will be deactivated as of the date their tenancy ends. In the case of a month to month tenancy or a tenancy of indefinite duration acknowledge that their amenity access cards will be deactivated after three (3) months, but may be renewed by a further assignment by the Owners.
7. Owners and Tenants acknowledge that this document is subject to public review under Chapter, 119, Florida's Public Records Laws.

ALL OWNERS MUST SIGN BELOW

_____ Owner Signature (required)	_____ Witness Signature (required)
_____ Owner Printed Name (required)	_____ Witness Printed Name (required)
_____ Co-Owner (if any) Signature (required)	_____ Witness Signature (required)
_____ Co-Owner (if any) Printed Name (required)	_____ Witness Printed Name (required)

(Additional Owners continue on separate page)

APPENDIX B

Turnbull Creek Community Development District **Amenity Facility Social Hall Use Policy**

- (1) "Patrons" as defined in this Policy shall mean that as prescribed in the District's adopted policies regarding District Amenity Facilities.
- (2) Patrons may access the Amenity Facility Social Hall as a relaxing/quiet area only during normal staffed Amenity Center office hours, as may be posted and changed from time to time.
- (3) To gain access the Patron is to request access at the Amenity Center Office during normal office hours. The Main Room may not be available due to rentals, meetings or other activities and will remain locked.
- (4) All Patrons using the Amenity Facility Main Room are expected to conduct themselves in a responsible, courteous and safe manner in compliance with all Policies and rules of the Turnbull Creek Community Development District governing the Amenity Facilities. Disregard or violation of the District's Policies and rules and/or the misuse or destruction of the Facility Main Room may result in the suspension or termination of Amenity privileges.
- (5) The Facility Main Room is not to be used by the patron as a meeting room or for any type of business, classes, group/social functions or the like. Community use, for functions of this nature, shall be arranged per the Amenity Policies.
- (6) The Patron is responsible for any damage during their use of the Amenity Center Main Room.
- (7) Food is not permitted within the Amenity Center Main Room. Items that are in the refrigerator are personal items and are not to be consumed. Drinks are permitted in accordance with the District's adopted BYOB policy only.
- (8) Proper Attire: Appropriate clothing and footwear must be worn at all time.
- (9) Wet bathing suits are not allowed.
- (10) Radios or music players are not permitted unless they are personal units equipped with headphones.

TURNBULL CREEK COMMUNITY DEVELOPMENT DISTRICT

BYOB Alcohol Policy

Effective February 1, 2020

- (1) "Patrons" as defined in this Policy shall have the meaning ascribed in the Turnbull Creek Community Development District's (the "**District**") adopted Policies Regarding District Amenity Facilities (the "**Amenity Policies**"). All undefined terms shall have the meaning ascribed to them in the Amenity Policies.
- (2) In addition to serving alcohol in accordance with the provisions of the Facility Rental Policies contained within the Amenity Policies, Patrons and their guests (as defined in the Amenity Policies) may bring their own alcoholic beverages to a rented Amenity Facility on a "bring your own beverage" ("**BYOB**") basis. Glass containers are not allowed at the Amenity Facilities under any condition.
- (3) Patrons must indicate on the Facility Use Application if they intend to permit BYOB alcohol at a rented Amenity Facility. Any Patron who does not indicate at the time the application is submitted shall not be permitted to have alcohol at the rented facility.
- (4) Alcohol shall be permitted only within the Amenity Facility that has been rented and on a BYOB basis. Approval of a Facility Use Application authorizing alcohol does not entitle Patrons or their guests to consume alcoholic beverages outside of the rented Amenity Facility.
- (5) Patrons shall not be permitted to charge an admission fee, participation fee or charge of any kind at a rented Amenity Facility where alcohol is being served.
- (6) Insurance coverage shall be required according to the insurance requirements chart attached hereto. The District reserves the right to require different or additional insurance coverage in its discretion, based on the nature of the event. The insurance requirements attached hereto may only be altered after approval by the District Manager.
- (7) Patrons and/or their guests consuming alcohol pursuant to this policy agree to indemnify, defend and hold harmless the District and its Supervisors, officers, employees, consultants and staff 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, the consumption or provision of alcohol. Patrons agree that such indemnification shall not constitute or be construed as a waiver of the District's sovereign immunity granted pursuant to Section 768.28, Fla. Stat. or other law.
- (8) The Patron renting the Amenity Facility shall be solely responsible for ensuring that alcohol is consumed in a safe and lawful manner, in accordance with all applicable laws, regulations, and policies, and shall assume all liability for damages resulting from or arising in connection with the consumption of alcohol on the District's property.
- (9) Notwithstanding the foregoing, the District reserves the right to require anyone appearing excessively intoxicated or displaying loud, unruly, or belligerent behavior to leave District property immediately and further reserves the right to call law enforcement to enforce the same.
- 10) Any Patron who fails to comply with this BYOB Alcohol Policy may be subject to suspension and/or termination of his or her amenity privileges, in accordance with the Amenity Policies.

TURNBULL CREEK COMMUNITY DEVELOPMENT DISTRICT

Alcohol Insurance Chart

	BYOB* (Rental Events)	Served (Rental Events)	Sold (Rental Events)
Permitted	Yes	Yes, but only if a licensed bartender/caterer is hired	Yes, but only if a licensed bartender/caterer is hired
Insurance	None	Event liability insurance: <ul style="list-style-type: none"> • \$250,000 Property Damage; • \$1,000,000 Personal Injury, • Alcohol Rider • District named as additional insured 	Event liability insurance: <ul style="list-style-type: none"> • \$250,000 Property Damage; • \$1,000,000 Personal Injury, • Alcohol Rider • District named as additional insured

*BYOB is not permitted for non-reservation/rental functions on District property.