

ORANGE BRANCH COMMUNITY DEVELOPMENT DISTRICT

FACILITY POLICIES AND RATES

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TABLE OF CONTENTS

INTRODUCTION.....	1
DEFINITIONS	1
FACILITIES ACCESS AND USAGE	3
GENERAL POLICIES.....	5
SMOKING, DRUGS, AND ALCOHOL.....	8
SERVICE ANIMAL POLICY.....	8
POOL POLICIES.....	9
PLAYGROUND/TOT LOT POLICIES.....	12
LAKES AND PONDS POLICIES.....	13
DOG PARK POLICIES	15
PICKLEBALL COURT POLICIES.....	16
BASKETBALL COURT POLICIES.....	18
RECREATIONAL VEHICLE PARKING.....	20
FITNESS CENTER POLICIES	21
FIRE PIT POLICIES	23
TRAIL POLICIES.....	24
FACILITY RENTAL POLICIES	25
WIRELESS INTERNET ACCESS POLICIES.....	27
USE AT OWN RISK; INDEMNIFICATION	32
SOVEREIGN IMMUNITY.....	33
SEVERABILITY	33
AMENDMENTS AND WAIVERS.....	33
FACILITIES ACCESS REGISTRATION FORM	36
NON-RESIDENT USER AGREEMENT	38
ADDRESS/IDENTIFICATION CONFIDENTIALITY REQUEST FROM PUBLIC RECORDS DISCLOSURE.....	42
MAP OF THE DISTRICT	44
RV/BOAT STORAGE SPACE ALLOCATION PROCEDURES	45
RENTAL APPLICATION AND AGREEMENT	46

INTRODUCTION

The Orange Branch Community Development District (“OBCDD”, “Orange Branch,” or “District”) is a local unit of special-purpose government established and existing pursuant to Chapter 190, *Florida Statutes*, as amended, and St. Johns County Ordinance 2024-17, effective April 8, 2024. OBCDD includes within its boundaries approximately 963.43 acres of land located entirely within unincorporated St. Johns County, Florida. The District was created as an alternative method of planning, acquiring, operating, and maintaining community-wide improvements.

The District, as a CDD, serves as a governmental mechanism to plan, finance, construct, operate, and maintain community infrastructure, ultimately without overburdening other governments and their residents. CDDs represent a major advancement in Florida’s effort to manage its growth effectively and efficiently. This allows a developer to establish higher construction standards, meanwhile providing a long-term solution to the operation and maintenance of the community’s facilities.

DEFINITIONS

“Key Fob” – shall mean an electronic Key Fob issued by the District to each Patron Household (as defined herein) to access the Facilities. Patrons may obtain Key Fobs by visiting the Lifestyle House in Del Webb St. Johns or as may be updated from time to time.

“Basketball Court” – shall mean the ½ basketball court located at the Orange Branch Amenity Facility.

“Board of Supervisors” or “Board” – shall mean the Board of Supervisors of the Orange Branch Community Development District.

“District” or “Orange Branch” or “OBCDD” – shall mean the Orange Branch Community Development District.

“District Staff” – shall mean the professional management company with which the District has contracted to provide management services to the District, including the District Manager, Facilities Manager, and District Counsel.

“Facilities” – shall mean the properties and areas owned by the District and intended for recreational use and shall include, but is not limited to, District-owned walking trails, the Pool, the Fitness Center covered patio, fire pits, RV parking, pickleball courts, Basketball Court, amphitheater with event lawn, dog parks, and tot lot/playground, together with their appurtenant facilities and areas.

“Facilities Manager” – shall mean the District Manager or that person or firm so designated by the District’s Board of Supervisors, including the General Manager and their employees.

“Fitness Center” – shall mean the fitness facility (gym equipment area) and associated clubhouse located at 655 Greenbriar Landing Parkway, St. Johns, FL 32259, together with their appurtenant facilities and areas, but excluding the Pool (which is separately defined).

“Guest(s)” – shall mean any person or persons, other than a Patron, who are expressly authorized by the District to use the Facilities or invited for a specific visit by a Patron to use the Facilities. See “Guest Access and Usage” provisions below for more information on the District’s Guest policy.

“Household” – shall mean a residential unit or a group of individuals residing within a Resident’s home. *This shall not include, by way of example and without limitation, visiting friends, Guests, relatives, or extended family not permanently residing in the home.* Upon the District’s request, proof of residency for individuals over the age of eighteen (18) years may be required by providing a driver’s license or state or federal issued form of identification or a signed affidavit of residency.

“Lakes” or “Ponds” – shall mean those water management and control facilities and waterways within the District, including, but not limited to, stormwater management facilities, lakes, and ponds.

“Legal Guardian(s)” – shall mean the parent(s) of a minor in accordance with Section 744.301, *Florida Statutes*, or another guardian appointed in accordance with Chapter 744, *Florida Statutes*. The District reserves the right to request proof of guardianship.

“Non-Resident Patron(s)” – shall mean any person or household not owning property in the District who is paying the Non-Resident User Fee to the District for use of all Facilities. See **Exhibit A** for more information on Non-Resident User Fees.

“Non-Resident User Fee(s)” – shall mean the fee(s) established by the District for any person that is not a Resident and wishes to become a Non-Resident Patron. The Annual Non-Resident User Fees are set forth in **Exhibit A**, and those amounts are subject to change based on Board action.

“Patron(s)” – shall mean the Household members, Residents, Non-Resident Patrons, and Renters authorized to use the Facilities.

“Patron Household” – shall mean a Household authorized to use the Facilities.

“Policies” – shall mean these Policies and Rates of the Orange Branch Community Development District, as amended from time to time. The Board of Supervisors reserves the right to amend or modify these Policies, as necessary and convenient, in their sole and absolute discretion, and shall provide reasonable advance notice to Patrons of any material changes. Patrons may obtain the currently effective Policies from the District Manager’s Office. The Board of Supervisors and District Staff shall have full authority to enforce the Policies.

“Pool” – shall mean the swimming pool and surrounding pool decks/area located at the Fitness Center.

“Rates” – shall mean those rates and fees established by the Board of Supervisors as provided in **Exhibit A** attached hereto.

“Renter” – shall mean a tenant, occupant, or an individual maintaining their residence in a home located within the District pursuant to a valid rental or lease agreement. Proof of valid rental or lease agreement shall be required.

“Resident” – shall mean any person owning property within the District and their Household or any Renter who has been approved for issuance of a Key Fob.

The words “hereof,” “herein,” “hereto,” “hereby,” “hereinafter,” and “hereunder” and variations thereof refer to the entire Policies and Rates.

All words, terms, and defined terms herein importing the singular number shall, where the context requires, import the plural number and vice versa.

FACILITIES ACCESS AND USAGE

- (1) **General.** Only Patrons and Guests have the right to use the Facilities; provided, however, that certain community programming events may be available to the general public where permitted by the District and subject to payment of any applicable fees and satisfaction of any other applicable requirements, including adherence to these Policies and execution of waivers and hold harmless agreements, if any.
- (2) **Use at Your Own Risk.** *All persons using the Facilities do so at their own risk and agree to abide by the Policies. The District shall assume no responsibility and shall not be liable for any incidents, accidents, personal injury, or death, or damage to or loss of property, arising from the use of the Facilities or from the acts, omissions, or negligence of other persons using the Facilities.*
- (3) **Resident Access and Usage.** Residents are permitted to access and use the Facilities in accordance with the policies and rules set forth herein and are not responsible for paying the annual Non-Resident User Fee set forth herein. In order to fund the operation, maintenance, and preservation of the facilities, projects, and services of the District, the District levies maintenance special assessments, payable by property owners within the District, in accordance with the District's annual budget and assessment resolutions adopted each fiscal year, and may additionally levy debt service assessments payable by property owners to repay debt used to finance public improvements. Residents shall not be entitled to a refund of any maintenance special assessments or debt service special assessments due to closure of the Facilities, force majeure events, or suspension of that Resident's access privileges for violation of these Policies. Each Household receives two (2) complimentary Key Fobs, which may be obtained by visiting the District office located at 665 Greenbriar Landing Parkway, Saint Johns, Florida 32559.
- (4) **Non-Resident Patron Access and Usage.** A Non-Resident Patron must pay the Annual Non-Resident User Fee to have the right to use the Facilities for one (1) full year, which year begins from the date of the execution of the Non-Resident Patron's Non-Resident User Application. This fee must be paid in full before such person or household may use the Facilities. Each subsequent Annual Non-Resident User Fee shall be paid in full on or before the anniversary date of application. Annual Non-Resident User Fees may be renewed no more than thirty (30) days in advance of the date of expiration and for no more than one (1) calendar year. Multi-year memberships are not available. The Annual Non-Resident User Fee is nonrefundable and non-transferable under any circumstances, including but not limited to voluntary non-use, relocation, temporary facility closures, or suspension of access privileges. Non-Resident Patrons must complete any and all required access and registration forms, including liability waivers, prior to access or use of the Facilities.
- (5) **Guest Access and Usage.** Each Patron Household is entitled to bring three (3) persons as Guests to the Facilities at one time. However, no Guest is permitted to visit the Facilities as a Guest more than eight (8) times per calendar year. District Staff shall be authorized to verify and enforce the authorized number of Guests. Patrons must always accompany their Guests during their Guests' use of the Facilities and are responsible for all actions, omissions, and negligence of such Guests, including Guests' adherence to the Policies. Violation of these Policies by a Guest may result in suspension or termination of the Patron's access and usage privileges. *Exceeding the authorized number of Guests specified above shall be grounds for suspension or termination of a Patron Household's access and usage privileges.*

- (6) **Renter's Privileges.** Residents who rent or lease out residential units in the District shall have the right to designate the Renter of a residential unit as the beneficial user of the Resident's privileges to use the Facilities, subject to requirements stated herein.

The Resident shall provide a written notice to the District Manager designating and identifying the Renter who shall hold the beneficial usage rights, submitting with such notice the Renter's proof of residency (i.e., a copy of the lease agreement). Upon notice, the Resident shall be required to pay any applicable fee before his or her Renter receives a Key Fob. The Renter's Key Fob shall expire at the end of the lease term and may be reactivated upon provision of proof of residency.

A Renter who is designated by a Resident as the beneficial user of the Resident's rights to use the Facilities shall be entitled to the same rights and privileges to use the Facilities as the Resident, subject to all Policies. During the period when a Renter is designated as the beneficial user, the Resident shall not be entitled to use the Facilities. In other words, Renters and Residents cannot simultaneously hold Facilities privileges associated with that residential unit. Residents may retain their Facilities rights in lieu of granting them to their Renters.

Residents shall be responsible for all charges incurred by their Renters which remain unpaid after the customary billing and collection procedures established by the District. Residents are responsible for the deportment of their respective Renter, including the Renter's adherence to the Policies.

- (7) **Key Fobs.** Two (2) complimentary Key Fobs shall be issued to each Household at the time of closing upon property within the District, or upon approval of Non-Resident Patron application and payment of applicable Non-Resident User Fee, or upon verification and approval of Renter designation. Proof of property ownership may be required annually.

Two (2) additional Key Fobs may be purchased at the Rates then in effect, for a maximum of four (4) Key Fobs per Household in service at a time. Replacement Key Fobs may be purchased in accordance with the Rates then in effect.

Patrons must scan their Key Fobs in the access reader to gain access to the Fitness Center. This Key Fob system provides a security and safety measure for Patrons and protects the Fitness Center from non-Patron entry. Under no circumstances shall a Patron provide their Key Fob to another person, whether Patron or non-Patron, to allow access to the Fitness Center, and under no circumstances shall a Patron intentionally leave doors, gates, or other entrance barriers open to allow entry by non-Patrons.

Key Fobs are the property of the District and are non-transferable except in accordance with the District's Policies. All lost or stolen Key Fobs must be reported immediately to District Staff. Fees shall apply to replace any lost or stolen Key Fobs.

GENERAL POLICIES

- (1) **Hours of Operation.** All hours of operation of the Facilities shall be established and published by the District on its website and/or posted at the applicable Facility. The District may restrict access or close some or all of the Facilities due to inclement weather, for purposes of providing a community activity, for making improvements, for conducting maintenance, or for other purposes as circumstances may arise. Any programs or activities of the District may have priority over other users of the Facilities. Unless otherwise posted on the website or at the applicable facility, all outdoor Facilities are open only from dawn until dusk. The specific current hours of operation for several of the Facilities, which may be amended from time to time, and which may be subject to closure for holidays and other special circumstances, are as published on the District's website and/or as posted at the applicable Facility. No Patron is allowed in the service areas of the Facilities.
- (2) **Conservation Areas; District Property.** Patrons are forbidden to build, place, or remove any landscaping or add to their property lying within any part of a District conservation area or common area. Encroachment onto District property of any type may result in a loss of Facilities privileges, administrative fines, and any costs to repair or replace items destroyed or removed from District land. Such encroachment may be referred to the St. Johns County Board of Zoning, the St. Johns River Water Management District, or the Water Reclamation District, for further action.
- (3) **General Usage Guidelines.** The following guidelines supplement specific provisions of the Policies and are generally applicable and shall govern the access and use of the Facilities:
 - (a) **Registration and Key Fobs.** Each Patron must scan in a Key Fob in order to access the Fitness Center and must have his or her assigned Key Fob in their possession and available for inspection upon District Staff's request. Key Fobs are only to be used by the Patron to whom they are issued. In the case of Guests, Guests must be accompanied by a Patron possessing a valid Key Fob at all times. District Staff may refuse entry if an active Key Fob is not presented.
 - (b) **Attire.** With the exception of the pool and wet areas where bathing suits are permitted, Patrons must be properly attired with shirts and shoes to use the Facilities for each Facility's intended use. Bathing suits and wet feet are not allowed indoors with the exception of the bathrooms appurtenant to the pool area.
 - (c) **Food and Drink.** Food and drink shall be limited to designated areas only. No glass containers of any type are permitted at any of the Facilities. All persons using any of the Facilities must keep the area clean by properly disposing of trash or debris.
 - (d) **Parking and Vehicles.** Vehicles must be parked in designated areas. Vehicles should not be parked on grass lawns, pond banks, roadsides, or in any way which blocks the normal flow of traffic. During special events, alternative parking arrangements may be authorized but only as directed by District Staff. Off-road bikes/vehicles (including ATVs) and motorized scooters are prohibited on all property owned, maintained, and operated by the District or at any of the Facilities within the District unless such bikes/vehicles are owned by the District. Bicycles, e-bicycles, and scooters must be parked on a bike rack. It is not permitted to park unsecured bicycles, e-bicycles, or scooters against doorways, hallways, etc.
 - (e) **Supervision of Minors.** The District does not offer childcare or child watch services of any kind. No unattended minors are permitted in the Fitness Center (unless such minor is

engaging in a permitted activity under these Policies).

- (f) **Fireworks/Flames.** Fireworks and open flames of any kind are not permitted anywhere on District-owned property or adjacent areas.
- (g) **Skateboards, Etc.** Bicycles, skateboards, and rollerblades are not permitted on certain District property which includes, but is not limited to, the Fitness Center parking lot, pool area, open fields, amphitheater/event lawn, pickleball court, playground/tot lot area, and sidewalks surrounding these areas. Bikes may be parked on the associated bike racks and only used on sidewalks, paths and roadways.
- (h) **Grills.** Personal barbeque grills are not permitted at the Facilities or on any other District-owned property.
- (i) **Weapons.** Weapons are not permitted in any of the Facilities or on any District property in each case to the extent such prohibitions are permitted under Florida law. Among other prohibitions, no weapons may be carried to any meeting of the District's Board of Supervisors.
- (j) **Equipment.** All District equipment, furniture, and other tangible property must be returned in good condition after use. Patrons are encouraged to notify District Staff if such items need repair, maintenance, or cleaning.
- (k) **Littering.** Patrons are responsible for cleaning up after themselves and helping to keep the Facilities clean at all times.
- (l) **Bounce Houses and Other Structures.** The installation and use of bounce houses and similar apparatus is prohibited on District property. No exceptions shall be made.
- (m) **Excessive Noise.** Excessive noise that would disturb other Patrons is not permitted, including, but not limited to, use of cellular phones and speakers of any kind that amplify sound. Whether noise is "excessive" is in the District Staff's discretion.
- (n) **Lost or Stolen Property.** The District is not responsible for lost or stolen items. The Facilities Manager is not permitted to hold valuables or bags for Patrons. All found items should be turned in to the Facilities Manager for storage in the lost and found. Items shall be stored in the lost and found for two (2) weeks after which District Staff shall dispose of such items in such manner as determined in its sole discretion; provided, however, that District Staff shall not be permitted to keep such items personally or to give such items to a person not otherwise claiming ownership.
- (o) **Trespassing / Loitering.** There is no trespassing or loitering allowed at the Facilities. Any individual violating this policy may be reported to the local authorities.
- (p) **Compliance with Laws and District Rules and Policies.** All Patrons shall abide by and comply with all applicable federal, state, and local laws, rules, regulations, ordinances, and policies, as well as all District rules and policies, while present at or utilizing the Facilities, and shall ensure that any minor for whom they are responsible also complies with the same. Failure to abide by any of the foregoing may be a basis for suspension or termination of the Patron's privileges to use or access the Facilities.
- (q) **Courtesy.** Patrons and all users shall treat all District Staff members and other Patrons and Guests with courtesy and respect. Disrespectful or abusive treatment of District Staff or District contractors may result in suspension or termination of Facilities access and usage privileges. If District Staff requests that a Patron leave the Facilities due to failure to comply with these rules and policies, or due to a threat to the health, safety, or welfare of others or of District property, failure to comply shall result in immediate suspension or

termination of Facilities access and usage privileges. The District reserves the right to involve law enforcement if a Patron refuses to leave when requested or engages in threatening behavior.

- (r) **Profanity/Obscenity.** Loud, profane, abusive, or obscene language or behavior is prohibited.
- (s) **Emergencies.** In the event of an injury or other emergency, please contact 911 and alert District Staff immediately.
- (t) **False Alarms.** Any Patron improperly attempting to enter the Facilities outside of regular operating hours or without the use of a valid Key Fob and who thereby causes a security alert shall be responsible for the full amount of any fee charged to the District in connection with such security alert and related response efforts, including but not limited to false alarm fees, security company dispatch charges, and law enforcement response costs. The District shall provide written notice of such charges within thirty (30) days of the incident, and payment shall be due within thirty (30) days of notice. Failure to pay may result in suspension of Facilities access privileges until payment is received.
- (u) **Outside Vendors / Commercial Activity.** Outside vendors and commercial activity are prohibited on District property unless they are invited by the District as part of a District event or program or as authorized by the District in connection with a rental of the Facilities. The District may, in its sole discretion, authorize exceptions to these Policies as needed to facilitate District services performed or provided by District vendors. Unauthorized commercial activity may result in immediate removal from the premises and suspension or termination of Facilities access privileges. Patrons engaged in unauthorized commercial solicitation or instruction may be subject to trespass proceedings.
- (v) **Organized Activities.** Any organized activities taking place at the Fitness Center must first be approved by the District. This includes, but is not limited to, fitness instruction, special events, etc.

SMOKING, DRUGS, AND ALCOHOL

Smoking, including using any paraphernalia designed to consume tobacco or other substances, such as vaping devices and other electric and non-electronic devices, is prohibited anywhere inside the Facilities, including any building or enclosed or fenced area to the maximum extent of the prohibitions set forth in the Florida Clean Indoor Air Act or other subsequent legislation. Additionally, to the extent not prohibited by law, smoking is discouraged in all other areas of the Facilities and on District owned property. All waste must be disposed of in the appropriate receptacles. Violation of this policy may result in immediate removal from the Facilities and suspension of access privileges. Any violation of this policy shall be reported to District Staff.

Possession, use, and/or consumption of illegal drugs or alcoholic beverages is prohibited at the Facilities and on all other District owned property. The only exception is for District-sponsored events as approved by the District in writing. Any person that appears to be under the influence of drugs or alcohol shall be asked to leave the Facilities immediately. Violation of this policy shall result in suspension or termination of Facilities access and usage privileges. The District reserves the right to contact law enforcement regarding any suspected illegal drug activity, and illegal drug use may be punished to the maximum extent allowed by law.

SERVICE ANIMAL POLICY

Dogs or other pets (with the exception of "Service Animals," as defined by Florida law and the Americans with Disabilities Act, which are trained to do work or perform tasks for an individual with a disability, and "Assistance Animals" approved pursuant to a reasonable accommodation request under the Fair Housing Act) are not permitted within any District-owned public accommodations, including, but not limited to, amenity buildings (offices, social halls, and fitness center), the Pool, various sport courts, and other appurtenances or related improvements. Patrons or residents who require an Assistance Animal as a reasonable accommodation under the Fair Housing Act must submit a written reasonable accommodation request to the District Manager, along with supporting documentation as permitted by law. The District will engage in the interactive process and respond to such requests in a timely manner. 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 or Assistance Animal only under the following conditions:

- If the Service Animal is out of control and the handler does not take effective measures to control it;
- If the Service Animal is not housebroken; or,
- 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 to determine whether an animal is a Service Animal or pet. However, the District may ask: (i) whether an animal is a Service Animal required because of a disability; and (ii) what work or tasks the animal has been trained to perform.

POOL POLICIES

- (1) **Intended Use.** The Pool is primarily intended for quiet enjoyment and use by Patrons to swim. Loud, disruptive, or other behavior unfit for these purposes is not permitted. Patrons engaging in such behavior may be asked to leave and may be subject to suspension of Pool privileges.
- (2) **Operating Hours.** Swimming is permitted only during designated hours, as posted at the Pool. Swimming after dusk is prohibited by the Florida Department of Health. No swimming is permitted during non-designated hours nor when a tarp is covering the Pool.
- (3) **Swim at Your Own Risk.** No Lifeguards shall be on duty. All persons using the Pool do so at their own risk. By using the Pool, users acknowledge and assume all risks associated with Pool use, including, but not limited to, risks of personal injury, death, and property damage, and agree to release, indemnify, and hold harmless the District, its supervisors, officers, employees, agents, and contractors from any and all claims, liabilities, damages, or expenses arising from or related to Pool use. All persons must abide by all Pool rules and policies.
- (4) **Supervision of Minors.** Non-swimming children must have a parent or Legal Guardian with them and within arm's reach at all times. Persons unable to swim safely and/or without assistance must be accompanied by a parent or Legal Guardian at all times in and around the Pool. All children, regardless of age, using inflatable armbands (i.e., water wings) or any approved Coast Guard flotation device **MUST** be supervised by an adult who is in the water and within arm's length of the child. Even proficient swimmers could find themselves at risk; the District recommends Patrons and Guests not swim alone.
- (5) **Swimming Lessons.** No one is permitted to conduct swimming lessons in the Pool at any time, except for District-approved instructors pursuant to a written agreement with the District that includes appropriate insurance requirements and indemnification provisions. Unauthorized swimming instruction is strictly prohibited and may result in immediate removal from the premises, suspension or termination of Facilities access privileges, and potential legal action for unauthorized commercial activity.
- (6) **Swim Team Usage.** The Pool may be utilized by certain swim teams at certain times. The Facilities Manager has discretion to determine the number of lanes available to be used at the Pool when a swim team is utilizing the Pool.
- (7) **Aquatic Toys and Recreational Equipment.** No flotation devices are allowed in the Pool except as set forth in Section (4) used by small children, under the direct supervision of an adult as specified in Section (4) immediately above. Inflatable rafts, balls, pool floats, and other toys and equipment are prohibited, unless approved in writing by the Facilities Manager.
- (8) **Prevention of Disease.** All swimmers must shower before initially entering the Pool. Persons with open cuts, wounds, sores or blisters, or nasal or ear discharge may not use the Pool. No person with, or suspected of having, a communicable disease which could be transmitted through the use of the Pool should use the Pool.
- (9) **Attire.** Appropriate swimming attire (swimsuits) must be worn at all times. For safety reasons, all Patrons and Guests must dry off completely before entering the indoor areas of the Fitness Center.
- (10) **Horseplay.** No jumping, pushing, running, wrestling, excessive splashing, sitting or standing on shoulders, spitting water, or other horseplay is allowed in the Pool or on the Pool deck area.
- (11) **Diving.** Diving is strictly prohibited at the Pool. Back dives, back flips, back jumps, cannonball splashing, or other dangerous actions are prohibited.

- (13) **Weather.** The Pool and Pool area shall be closed during electrical storms or when rain makes it difficult to see any part of the Pool or Pool bottom clearly. The Pool shall be closed at the first sound of thunder or sighting of lightning and shall remain closed for thirty (30) minutes after the last sighting. Everyone must leave the Pool deck immediately upon hearing thunder or sighting lightning.
- (14) **Pool Furniture; Reservation of Tables or Chairs.** Tables and chairs may not be removed from the Pool deck. Tables or chairs on the deck area may not be reserved by placing towels or personal belongings on them except temporarily to allow the Patron or Guest using them to enter the Pool or use the restroom facilities.
- (15) **Entrances.** Pool entrances must be kept clear at all times.
- (16) **Pollution.** No one shall pollute the Pool. Anyone who pollutes the Pool, whether intentionally or through negligence, shall be liable for and shall reimburse the District for all costs incurred in treating, cleaning, and reopening the pool, including, but not limited to, chemical costs, labor costs, and any fees or penalties imposed by regulatory authorities.
- (17) **Swim Diapers.** Children under the age of three (3) years, and anyone who is not reliably toilet trained, must wear rubber lined or approved swim diapers, as well as a swimsuit over the swim diaper, to reduce the health risks associated with human waste contaminating the swimming Pool and deck area. If contamination occurs, the Pool shall be treated in accordance with applicable health department regulations and closed for the period required by such regulations, which shall be a minimum of twelve (12) hours. Persons not abiding by this policy shall be responsible for and shall reimburse the District for all costs incurred in treating and reopening the pool, including but not limited to chemical costs, labor costs, contractor fees, lost revenue from pool closure, and any fees or penalties imposed by regulatory authorities. The District shall provide written notice of such costs within sixty (60) days of the incident, and payment shall be due within thirty (30) days of notice. Failure to pay may result in suspension of Facilities access privileges until payment is received. Persons not abiding by this policy shall also be subject to immediate suspension of Facility privileges.
- (18) **Staff Only.** Only authorized staff members and contractors are allowed in the service and chemical storage areas. Only authorized staff members and contractors may operate Pool equipment or use Pool chemicals.
- (19) **Pool Closure.** In addition to St. Johns County and the State of Florida health code standards for pools and pool facilities, and, as noted above, the Pool may be closed for the following reasons:
- a. During severe weather conditions (heavy rain, lightning, and thunder) and warnings, especially when visibility to the Pool bottom is compromised (deck also closed).
 - b. For thirty (30) minutes following the last occurrence of thunder or lightning (deck also closed).
 - c. Operational and mechanical treatments or difficulties affecting Pool water quality.
 - d. For a reasonable period following any mishap that resulted in contamination of Pool water.
 - e. Any other reason deemed to be in the best interests of the District as determined by District Staff.
- (20) **Containers; Food and Beverages.** No glass, breakable items, or alcoholic beverages are permitted in the Pool area. No food or chewing gum is allowed in the Pool. Food delivery from outside food vendors is prohibited within the pool and deck areas.

- (21) **No Private Rentals.** The Pool area is not available for rental for private events. All Pool rules and limitations on authorized numbers of Guests remain in full effect at all times.
- (22) **Programming.** District Staff reserves the right to authorize or deny all programs and activities, including with regard to the number of guest participants, equipment, supplies, usage, etc., conducted at the Pool, including swim lessons, aquatic/recreational programs, and pool parties. Any organized activities taking place at the Fitness Center must first be approved by the District. Unauthorized organized activities may result in immediate termination of the activity and suspension of privileges.

PLAYGROUND/TOT LOT POLICIES

- (1) **Use at Own Risk.** Patrons and Guests may use the playgrounds and parks at their own risk and must comply with all posted signage.
- (2) **Hours of Operation.** Unless otherwise posted, all playground and park hours are from dawn to dusk.
- (3) **Supervision of Children.** Supervision by an adult eighteen (18) years and older is required for children twelve (12) years of age or under. Children must always remain within the line of sight of the supervising adult. All children are expected to play cooperatively with other children.
- (4) **Shoes.** Proper footwear is required, and no loose clothing, especially with strings, should be worn.
- (5) **Mulch.** The mulch material is necessary for reducing fall impact and for good drainage. It is not to be picked up, thrown, or kicked for any reason.
- (6) **Food & Drink.** No food, drinks, or gum are permitted on the play structures, other than such water in non-breakable containers as may be necessary for reasonable hydration, but are permitted at the parks. Patrons and Guests are responsible for clean-up of any food or drinks brought by them to the parks.
- (7) **Glass.** No glass containers or objects are permitted. Patrons should notify District Staff if broken glass is observed at the playground or parks.
- (8) **Animals.** No animals, besides Service Animals as defined in these Policies, are permitted at the playground.
- (9) **Play Behavior.** No jumping off from any climbing bar or platform. Profanity, rough-housing, and disruptive behavior are prohibited.
- (10) **Notify District.** If anything is wrong with the equipment or someone gets hurt, notify District Staff immediately.

LAKES AND PONDS POLICIES

Lakes and Ponds (used interchangeably and reference to one shall implicate the other) within the District primarily function as retention ponds to facilitate the District's system for treatment and attenuation of stormwater run-off and overflow. As a result, contaminants may be present in the water. These policies are intended to limit contact with such contaminants and ensure the continued operations of the Ponds while allowing limited recreational use of the same.

- (1) Users of District Lakes shall not engage in any conduct or omission that violates any ordinance, resolution, law, permit requirement, or regulation of any governmental entity relating to the District Lakes.
- (2) Wading and swimming in District Lakes are prohibited. The District shall not be liable for any injuries, damages, or losses resulting from violations of this prohibition.
- (3) Boating (motorized and non-motorized), paddleboarding, and other recreational water activities are prohibited in District Lakes.
- (4) Patrons and Guests may fish from the banks of District Lakes at their own risk, and only from common areas (not on residential property). However, the District has a "catch and release" policy for all fish caught in these waters. All fishing activities must comply with applicable state and local fishing regulations and licensing requirements.
- (5) Pets are not allowed in the District Lakes.
- (6) Owners of property lying contiguous to the District Lakes shall take such actions as may be necessary to remove underbrush, weeds, or unsightly growth from the Owner's property that detract from the overall beauty, setting, and safety of the property.
- (7) No docks or other structures, whether permanent or temporary, shall be constructed and placed in or around the District Lakes or other District stormwater management facilities.
- (8) No pipes, pumps, or other devices used for irrigation or the withdrawal of water shall be placed in or around the District Lakes, except by the District.
- (9) No foreign materials may be disposed of in the District Lakes, including, but not limited to, tree branches, paint, cement, oils, soap suds, building materials, chemicals, fertilizers, or any other material that is not naturally occurring or which may be detrimental to the Lake environment.
- (10) Easements through residential backyards along the community's stormwater management system are for maintenance purposes only and are not general grants for access for fishing or any other recreational purpose. Access to residents' backyards via these maintenance easements is prohibited except for authorized District maintenance personnel. Unless individual property owners explicitly grant permission for others to access their backyards, entering their private property constitutes trespassing, and violators may be subject to criminal prosecution and/or civil liability. Violators may also face suspension or revocation of privileges.
- (11) Beware of wildlife - water moccasins and other snakes, alligators, snapping turtles, birds, and other wildlife which may pose a threat to your safety are commonly found in stormwater management facilities in Florida. Patrons and Guests assume all risks associated with wildlife encounters. Wildlife may neither be removed from nor released into the District Lakes; notwithstanding the foregoing, nuisance alligators posing a threat to the health, safety, and welfare may be removed by a properly permitted and licensed nuisance alligator trapper, in accordance with all applicable state and local laws, rules, ordinances, and policies, including, but not limited to, rules promulgated by the Florida Fish and Wildlife Conservation Commission ("FWC"). Anyone concerned about an alligator is encouraged to call FWC's toll-free Nuisance Alligator Hotline at 866-FWC-GATOR

(866-392-4286). The District shall not be liable for any injuries, damages, or losses resulting from wildlife encounters.

- (12)** Any hazardous condition concerning the District Lakes must immediately be reported to the District Manager and/or Facilities Manager and the proper authorities.

DOG PARK POLICIES

- (1) **Use at Your Own Risk.** Patrons and Guests shall use the dog parks at their own risk and must comply with all posted signage. Patrons and Guests are responsible for the behavior of their dogs at all times. If any dog shows aggressive behavior, the owner must immediately remove the dog from the dog parks. Dogs displaying aggressive behavior, including, but not limited to, growling, biting, excessive barking, or fighting, must be removed immediately. The District reserves the right to ban dogs that demonstrate aggressive behavior from future use of the dog parks. The District is not responsible for injuries to dogs, their owners, or others using the dog parks. The dog parks are exclusively for the use and enjoyment of Patrons' and Guests' dogs and should not be used for other activities. Users are strongly encouraged to maintain appropriate liability coverage.
- (2) **Hours of Operation.** Unless otherwise posted, the dog park may be used from dawn to dusk.
- (3) **Supervision of Dogs.** Patrons and Guests must be capable of exerting physical control over their dog or dogs. Dogs must be off leash when inside the park. Dogs should be under voice control and continuously supervised with a leash readily available if necessary. Dogs must be leashed while entering or exiting the dog parks. No more than three (3) dogs are permitted per handler.
- (4) **Supervision of Minors.** Minors under twelve (12) years of age utilizing the dog park must be accompanied by a parent or Legal Guardian who is at least eighteen (18) years of age.
- (5) **Reservations not Permitted.** The dog parks are available to all Patrons and Guests on a first-come, first-served basis and cannot be reserved for exclusive use.
- (6) **Attire.** Proper footwear and clothing should be worn while inside dog parks.
- (7) **Food and Toys Prohibited.** Any type of food, including dog food and treats, is prohibited at the dog parks. Dog toys and bones are not permitted inside the dog parks.
- (8) **Vaccinations.** Dogs must wear county-issued tags for vaccinations, including, but not limited to, the rabies vaccination, as required by law in Florida. The District reserves the right to request proof of current vaccinations.
- (9) **Prohibited.** Dogs in heat, dogs with aggressive behavior, and dogs under four (4) months of age are not permitted in the dog parks.
- (10) **Clean Up.** Patrons and Guests are responsible for removing or cleaning up any trash and must immediately dispose of dog waste and fill any holes dug by their dog(s).

PICKLEBALL COURT POLICIES

All Patrons and Guests using the pickleball courts are expected to conduct themselves in a responsible, courteous, and safe manner in compliance with all policies and rules governing the Facilities. Disregard or violation of the District's Policies or misuse or destruction of pickleball equipment may result in the suspension or termination of privileges. Guests may use the pickleball courts only if accompanied by a Patron.

- (1) **Play at your Own Risk.** Play at Your Own Risk. The pickleball courts are not supervised. Users of the pickleball courts acknowledge they should consult with a physician before beginning any exercise program and expressly assume all risks associated with use of the courts and related exercise activities.
- (2) **Court Availability.** Courts are available for use by Patrons and Guests on a first-come, first-served basis with a maximum play time of thirty (30) minutes if others are waiting.
- (3) **Attire.** All players shall be dressed in tennis shoes and appropriate attire when using the pickleball courts, which may include, but is not limited to, shirts, shorts, or warm-up suits. These items must be worn at all times. Hard and/or black-sold shoes are restricted from the pickleball courts.
- (4) **Use.** Pickleball courts are for pickleball only.
- (5) **Supervision of Minors.** Minors under fourteen (14) years of age utilizing the pickleball courts must be accompanied by a parent or Legal Guardian who is at least eighteen (18) years of age.
- (6) **Pets.** Pets, with the exception of Service Animals, as defined in these Policies, are not permitted on the pickleball courts at any time.
- (7) **Food and Drinks.** Food and gum are not permitted on the pickleball courts. Drinks must be in a non-breakable, spill-proof container.
- (8) **Glass Containers.** No glass containers or breakable objects of any kind are permitted on the pickleball courts.
- (9) **Operating Hours.** The pickleball courts are open from 7 a.m. to 9 p.m., or as otherwise posted at the courts. No one is permitted on the courts at any other time unless a specific event is pre-approved in writing and scheduled by the District Manager or Facilities Manager.
- (10) **Skateboards, Etc.** No bicycles, scooters, roller skates, roller blades or skateboards, electric bikes, electric scooters, or similar transportation devices are permitted on the pickleball courts.
- (11) **Furniture.** No furniture, other than benches already provided, shall be allowed on the playing surfaces.
- (12) **Equipment.** Patrons and Guests using the pickleball courts must supply their own equipment (racquets, balls, etc.)
- (13) **Pickleball Instruction.** Except as expressly authorized by the District, pickleball instruction for fees, or solicitation of pickleball instruction for fees, is prohibited.

- (14) **Noise.** The volume of live or recorded music must not violate applicable St. Johns County noise ordinances or unreasonably interfere with residents' enjoyment of their homes. Music and amplified sound are prohibited after 9 p.m.

BASKETBALL COURT POLICIES

All Patrons and Guests using the Basketball Court are expected to conduct themselves in a responsible, courteous and safe manner in compliance with all policies and rules governing the Facilities. Disregard or violation of the District's Policies or misuse or destruction of basketball equipment may result in the suspension or termination of privileges. Guests may use the Basketball Court only if accompanied by a Patron. Additionally, the Basketball Court is an unattended facility, and persons using the Basketball Court do so at their own risk. Persons interested in using the Basketball Court are encouraged to consult with a physician prior to use.

- (1) **Eligible Users.** Patrons and Guests twelve (12) years of age and older are permitted to use the Basketball Court during designated operating hours. Children under twelve (12) years of age must be accompanied by an adult Patron eighteen (18) years of age or older in order to use the Basketball Court.
- (2) **Hours.** The Basketball Court is available from sunrise to sunset, or as otherwise posted. The Basketball Court may not be used after dark or when lighting is insufficient for safe play.
- (3) **Emergencies:** For all emergencies, call 911 immediately. All emergencies and injuries must also be reported to District Staff as well as the District Manager. E-mail for onsite staff is Caytlin.Belanger@fsresidential.com, which information may be updated from time to time. Current District Manager contact information is available on the District's website and posted at the Facilities.
- (4) **Proper Attire:** Proper athletic shoes and attire are required at all times while on the basketball courts. Black-soled or open-toe shoes are prohibited on the basketball courts.
- (5) **Reservations not Permitted.** The Basketball Court is available to all Patrons and Guests on a first-come, first-served basis and cannot be reserved for exclusive use.
- (6) **Use.** The Basketball Court is for recreational use by Patrons and their Guest(s) only. Private lessons or classes may not be conducted at the Basketball Court absent prior written approval from the Facilities Manager. Commercial use, including but not limited to charging fees for instruction, coaching, or training, is strictly prohibited without a written license agreement with the District. Pets (with the exception of Service Animals), roller blades, bikes, e-bikes, e-scooters, skates, skateboards, scooters, golf carts, and other similar transportation devices are prohibited at the Basketball Court.
- (7) **General Policies:**
 - Proper basketball etiquette shall be adhered to at all times. The use of profanity or disruptive behavior is prohibited.
 - Persons using the Basketball Court must supply their own basketballs.
 - Alcoholic beverages and glass containers and other breakable items are prohibited at the Basketball Court. Non-alcoholic beverages, however, are permitted on the Basketball Court if contained in non-breakable containers with screw top or sealed lids.
 - No chairs other than those provided by the District are permitted on the Basketball Court.
 - The Basketball Court must be left clean after use.

AMPHITHEATER WITH EVENT LAWN POLICIES

Please note the Amphitheater/Event Lawn is an unattended facility, and persons using the facility do so at their own risk. The District offers an Amphitheater/Event Lawn. The following policies apply:

- (1) **First Come Basis.** The Amphitheater/Event Lawn is available for use by Patrons and Guests only on a “first come, first served” basis.
- (2) **Vehicles.** No bicycles, scooters, skateboards, hover boards, golf carts (without prior approval by the Facilities Manager), or other similar transportation devices with wheels are permitted.
- (3) **Supervision of Minors.** Minors under twelve (12) years of age utilizing the Amphitheater/Event Lawn must be accompanied by a parent or Legal Guardian who is at least eighteen (18) years of age.
- (4) **Chalking.** Chalking or marking the lawn must be approved in advance, if at all, and proper marking materials must be used.
- (5) **Glass Containers.** No glass containers or breakable objects of any kind are permitted on the lawn.
- (6) **Pets.** Pets must be kept on leash, and Patrons must pick up and dispose of pet waste in appropriate receptacles.
- (7) **Equipment.** Patrons and Guests are responsible for bringing their own equipment.
- (8) **Use.** The Amphitheater/Event Lawn is intended for community gatherings, concerts, outdoor events, picnics, and passive recreational activities, etc. Sports, including, but not limited to, volleyball, golf, and soccer, are not permitted on the lawn. Additionally, except as expressly authorized by the District, sports instruction for fees, or solicitation of sports instruction for fees, is prohibited.
- (9) The Amphitheater/Event Lawn must be left clean after use. Pick up all trash, cups, plastic bottles, etc.

RECREATIONAL VEHICLE PARKING

The use of the Recreational Vehicle Lot Facility (“RV Lot”) shall be limited solely to Patrons in good standing and their recreational vehicles as defined below and no others (cumulatively, “RV(s)”):

- a. Recreational vehicles (motor homes, private motor coaches, or similar in the Facilities Manager’s discretion) and/or travel trailers (including fifth-wheel trailers and camping trailers); and
- b. Boats on trailers (no trailers without boats except for short term periods not to exceed seventy-two (72) consecutive hours while boats are out for use).

The following additional requirements apply to all RVs stored in the RV Lot:

- (1) All RVs must be in operable condition, currently registered, and display valid license plates and registration.
- (2) RVs must be maintained in good repair and appearance. The District reserves the right to require removal of any RV that is deemed to be in disrepair, unsightly, or creating a nuisance.
- (3) No living in or occupancy of RVs is permitted while stored in the RV Lot.
- (4) No maintenance, repair, or washing of RVs is permitted in the RV Lot except for emergency repairs.
- (5) Maximum storage period shall be one year, renewable upon approval by the District.
- (6) The District reserves the right to inspect stored RVs and may require removal of any RV that violates these policies.
- (7) Users assume all risk of loss or damage to stored RVs. The District shall not be liable for any theft, vandalism, damage, or loss.

Authorized Users shall enter into a written Use/Lease Agreement with the District governing the specific terms of the lease of the applicable RV Lot space (hereinafter, the “Use Agreement”), and shall pay a rental fee in accordance with the Use Agreement at the rates set forth in **Exhibit A**, as may be amended from time to time by resolution of the Board of Supervisors. Payment shall be due monthly in advance on the first day of each month. Late payments may result in termination of the Use Agreement and removal of the RV. In the event that more Patrons request RV spots than are available, availability will be conducted on a lottery-based system in accordance with the RV/Boat Storage Space Allocation Procedures set forth in **Exhibit F**.

FITNESS CENTER POLICIES

- (1) For the purposes of these Fitness Center Policies, “Fitness Center” has the meaning set forth in the Definitions section of these Policies.
- (2) **Exercise at Your Own Risk.** The Fitness Center is not supervised. All Patrons and Guests are strongly advised to consult their physician before beginning an exercise program. Patrons and Guests should consult District Staff for questions about equipment use, though such consultation does not guarantee safety or proper use. All Patrons and Guests should consult District Staff for any questions or concerns about the equipment.
- (3) **Key Fob Required.** All Fitness Center users must present their Key Fob for such user(s) to be granted access to the Fitness Center.
- (4) **Usage Restrictions.** Patrons and Guests using the Fitness Center aged fourteen (14) of age must be accompanied by and under the direct supervision of their parent or Legal Guardian, who must be at least eighteen (18) years of age. Underage children cannot enter the Fitness Center or be left unattended in the Fitness Center lobby, locker rooms, pool area, etc. while the parent or Legal Guardian uses the Fitness Center facilities. No children under the age of fourteen (14) are permitted to use the Fitness Center, except that children aged thirteen (13) may use the Fitness Center under the following conditions (for health, safety and welfare concerns):
 - (a) The child must be accompanied by a parent or Legal Guardian who is at least eighteen (18) years old;
 - (b) The child must be involved in an organized sport activity where fitness training is integral to the sport activity, as validated by their coach in writing;
 - (c) The coach and child’s licensed physician must provide a written training program and written attestation that the child has the mental and physical ability to safely participate in the training program; and
 - (d) All documentation required herein must be provided to a fitness trainer employed by the District or its management company for approval.
- (5) **Attire.** Fitness Center users must wear appropriate attire, which may include, but is not limited to, athletic shorts and shirts. Closed toed athletic footwear must be worn at all times in the Fitness Center.
- (6) **Courtesy.** If a Patron or Guest is waiting, cardiovascular equipment utilization is limited to thirty (30) minutes. If a Patron or Guest is waiting for the weight equipment, individuals should allow others to “work in” between sets. Tripods and other bulky equipment used for filming or photography are not permitted absent prior written consent from the Facilities Manager. Patrons and Guests may not film others on Fitness Center property without their consent. Loud, profane, or abusive language is prohibited.
- (7) **Food and Drink.** Water or other sport drinks must be contained in non-breakable, spill-proof containers. All food, including chewing gum, and other drinks are not permitted in the Fitness Center.
- (8) **Noise.** Audio from electronic devices must be played through headphones at a volume that does not disturb others. Cell phones should otherwise be silenced and not used while in the Fitness Center.

- (9) **Equipment.** Weights or other fitness equipment may not be removed from the Fitness Center. Please replace weights to their proper location after use. 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. Fitness Center users are responsible for wiping off their equipment after each use with the wipes and/or spray provided.
- (10) **Hand Chalk.** Hand chalk is not permitted.
- (11) **Personal Training.** Except as expressly authorized in writing by the District, the provision of personal training services for fees, or solicitation of personal training services for fees, is prohibited from the Fitness Center. Violation of this policy may result in immediate suspension of Facilities privileges and legal action for trespass. The District offers a personal training program for Patrons seeking more individualized attention and guidance. Information on trainers, packages, and fees is available in the newsletter, posted in the facility, and on the District's website. All instructors must be approved District employees or contractors who maintain current certifications from nationally recognized fitness organizations and carry professional liability insurance in amounts acceptable to the District.
- (12) **Maintenance Items.** All concerns, equipment malfunctions, and maintenance needs should be reported to the District Staff.

FIRE PIT POLICIES

- (1) **Hours of Operation.** Unless otherwise posted, the Fire Pit may be used from sunrise to sunset. Use of the Fire Pit is available on a first-come, first-served basis and may not be reserved at any time. Use may be limited to one (1) hour if other Patrons are waiting to use the Fire Pit.
- (2) **Use.** Only Patrons eighteen (18) years of age or older may ignite fires in the Fire Pit and at their own risk. The District assumes no liability for any injuries or damages resulting from use of the Fire Pit. Minors under fourteen (14) years of age must be accompanied and supervised by an adult eighteen (18) years of age or older at all times when the Fire Pit is in use.
- (3) **Prohibited.** Patrons and Guests must strictly comply with all applicable fire safety regulations and guidelines and fire marshal requirements, including, but not limited to, maintaining appropriate clearance from structures and vegetation. Fires may not be ignited under windy conditions, and cardboard, newspaper, plant materials, trash, gasoline, or other accelerants may not be used to start or maintain a fire. Burning paper pieces can easily blow away and create a remote fire hazard. The Fire Pit must not be unattended until after the Clean-Up process (described below) is completed.
- (4) **Attire.** Proper footwear and clothing must be worn in the Fire Pit area when the Fire Pit is in use. This includes shirts and close-toed shoes. No bathing suits are permitted.
- (5) **Food & Drink.** Food is not to be cooked in or on the Fire Pit. Drinks must be in a non-breakable, spill-proof container. Alcoholic beverages are prohibited in the Fire Pit area.
- (6) **Furniture.** Adirondack chairs around the Fire Pit are for Fire Pit users only and must not be removed from the Fire Pit area. Violators will be prohibited from future use.
- (7) **Clean-Up.** Patrons who ignited the fire in the Fire Pit are responsible for ensuring that the fire is fully extinguished before leaving, including turning off the gas.

TRAIL POLICIES

The following rules apply to the District's walking trails:

- (1) **Vehicles.** Trails are open to all forms of non-motorized transportation unless otherwise posted. Pedestrians have the right-of-way on trails unless otherwise posted. Bicyclists and other "wheeled" travelers must yield to hikers.
- (2) **Hours of Operation.** Trails may be used from dawn until dusk.
- (3) **Approved Programs.** All events, races, and competitions must be facilitated by the District.
- (4) **Safety.** Proper control must be maintained at all times. Speed should be restricted to safe levels appropriate for existing trail conditions. Faster users should pass on left and announce their intention before passing. Avoid single-tracks when raining or muddy; traffic on wet trails causes damage.
- (5) **Designated Trails.** Trail users must stay on existing designated trails.
- (6) **Vegetation.** Do not disturb vegetation or wildlife.
- (7) **Wildlife.** Wildlife may be present on the trails. Users are advised to exercise caution.

FACILITY RENTAL POLICIES

- (1) **Patrons Only.** Unless otherwise directed by the District, only Patrons may reserve the portions of the Facilities available for rental for parties and events. Rental reservations may not be made more than six (6) months prior to the event, and payment must be submitted no more than ninety (90) days before the date of the event and no less than two (2) weeks before the date of the event; however, the District Manager, or their designee, may, in his or her discretion, accept payment up to two (2) business days prior to the rental date. Patrons interested in the rental of the Facilities must contact the District Manager in order to determine availability of the Facilities for any particular reservation. All of the District Policies remain in force during parties and events. Patrons renting the Facilities are responsible for ensuring that all Guests and attendees adhere to the District's Policies.
- (2) **Facilities Available for Rental.** The pavilion area located at the pool, at the park, and at Compass Park are available for rental (each a "Pavilion"). Unless otherwise directed by the District, only Patrons may rent a Pavilion. Patrons may not rent a Pavilion on behalf of non-Patrons. All rentals are subject to availability and the discretion of District Staff. The pool and pool deck areas are NOT available for rental and shall remain open to other Patrons and their Guests during normal operating hours.
- (3) **Rental Application and Rental Agreement.** Patrons must submit a completed Rental Application and Agreement, a copy of which is attached hereto as **Exhibit G**, to the District Manager no later than fourteen (14) days prior to the date of the requested event, which shall include the date of the event. The Rental Application must contain the following information, at a minimum: the hours when the event will be held, a description of the event, and the number of attendees that will be attending. The District Manager will review Rental Applications 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. Each Patron renting the Pavilion must sign and execute the Rental Application and Agreement and all documentation required therein must be received by the District Manager no less than two (2) weeks prior to the date of event.
- (4) **Payment and Registration.** Payment for the reservation may be made by electronic payment or by a check or money order (no cash) made out to "Orange Branch Community Development District" and delivered to the District Manager, along with completed paperwork and evidence of required insurances, if necessary.
- (5) **Rates and Deposits.** The refundable rental deposit and nonrefundable rental fee for use of the Pavilion are as set forth in **Exhibit A**. Deposits will be returned within ten (10) days of the rental date provided there has been no damage to District property and the Pavilion has been properly cleaned after use. To receive the full refund of the deposit, the renting Patron must:
 - (a) Remove all garbage to the appropriate dumpster and replace garbage liners; and
 - (b) Remove all decorations or event displays and materials; and
 - (c) Return all furniture and other items to their original position; and

- (d) Otherwise clean the Pavilion and restore it to the pre-rented condition, and to the satisfaction of District Staff.
- (6) **Additional Cleaning or Damage.** The District may retain all or part of any deposit if the District determines, in its sole discretion, that it is necessary to perform additional cleaning or to repair any damages arising from the rental. Should the costs of any such cleaning or repairs exceed the deposit, the District shall have authority to recover such costs from the renting Patron by any means legally available and may suspend the renting Patron's access and use privileges until such Patron pays any such amounts.
- (7) **Duration of Events.** Unless otherwise authorized by the District pursuant to a special request, rentals shall take place during normal business hours and be for a maximum of five (5) hours, inclusive of set-up and clean-up time. No exceptions shall be made to allow for set-up or clean-up outside of the five (5) hour rental period. If the event lasts longer than five (5) hours, the District shall be authorized to commence Facilities access suspension proceedings as outlined in the District's Policies.
- (8) **Capacity.** District Staff shall set maximum capacities for event rentals and in no case may approve a rental that exceeds the maximum capacity of the Pavilion under applicable code.
- (9) **Noise.** The volume of live or recorded music must not violate applicable St. Johns County noise ordinances or unreasonably interfere with residents' enjoyment of their homes or the other Facilities.
- (10) **Insurance.** Additional liability insurance coverage will be required for all events that are approved to serve alcoholic beverages and for other events that the District determines in its sole discretion should require additional liability insurance. The District and its supervisors, staff, and consultants/contractors are to be named on these policies as an additional insured party.
- (11) **Cancellation.** Cancellation of the event must be communicated to the District Manager in writing at least fourteen (14) days prior to the event date. Cancellations communicated less than fourteen (14) days prior to the event date are subject to a \$50.00 Cancellation Fee.

WIRELESS INTERNET ACCESS POLICIES

The Facilities feature wireless internet access that Patrons and Guests may use free of charge, subject to the following usage guidelines:

- (1) The District assumes no responsibility for any damages, direct or indirect, that may occur from the use of its electronic resources. Further, the District assumes no responsibility for the accuracy, authority, objectivity, currency, or content of any Internet resource. Internet users peruse the Internet at their own risk, realizing the potential for accessing offensive, inaccurate, or illegal information.
- (2) Use of the District's wireless internet access for purposes contrary to state or federal laws or in a manner that violates this policy will not be allowed and may result in the loss of privileges. Such violations may include, but are not limited to:
 - Intentionally displaying, sending, or receiving inappropriate materials in either text or graphic format that may be reasonably construed as obscene, child pornography, or harmful to minors.
 - Propagating malicious software.
 - Unauthorized copying of copyrighted material.
 - Attempting to access unauthorized files or systems.
- (3) Parents/Legal Guardians are responsible for deciding which Internet resources are appropriate for their own children under age eighteen (18). Restriction of a child's access to the Internet is the responsibility of the parent/Legal Guardian.

SUSPENSION AND TERMINATION OF PRIVILEGES

- (1) **Introduction.** This rule addresses disciplinary and enforcement matters relating to the use of the Facilities, the Lakes and Ponds, and any other properties owned and managed by the District (together, for purposes of this rule, “Facilities”).
- (2) **General Rule.** All persons using the Facilities and entering District properties are responsible for compliance with the Policies established for the safe operations of the Facilities.
- (3) **Key Fob.** Key Fobs are the property of the District. The District may request surrender of, or may deactivate, a Key Fob for violation of the District’s Policies established for the safe operations of the Facilities.
- (4) **Suspension and Termination of Rights.** The District, through its Board of Supervisors and District Manager, may restrict or suspend, and after a hearing as set forth herein, terminate the Facilities access of any Patron or Guest to use all or a portion of the Facilities for any of the following acts (each, a “Violation”):
 - a. Submitting false information on any application for use of the Facilities, including, but not limited to, facility rental applications;
 - b. Failing to abide by the terms of rental applications;
 - c. Permitting the unauthorized use of a Key Fob or otherwise facilitating or allowing unauthorized use of the Facilities;
 - d. Exhibiting inappropriate behavior or repeatedly wearing inappropriate attire;
 - e. Failing to pay amounts owed to the District in a proper and timely manner (with the exception of special assessments);
 - f. Failing to abide by any District rules or policies (e.g., Policies);
 - g. Treating District Staff, contractors, representatives, landowners, Patrons, or Guests in a harassing or abusive manner;
 - h. Damaging, destroying, rendering inoperable, or interfering with the operation of the Facilities;
 - i. Failing to reimburse the District for Facilities or property damaged by such person, or a minor for whom the person has charge, or a Guest;
 - j. Engaging in conduct that is likely to endanger the health, safety, or welfare of the District, District Staff, contractors, representatives, landowners, Patrons, or Guests;
 - k. Committing or being alleged, in good faith, to have committed a crime on District property that leads the District to reasonably believe the health, safety, or welfare of the District, District Staff, contractors, representatives, landowners, Patrons, or Guests is likely endangered;
 - l. Engaging in another Violation after a verbal warning has been given by District Staff (which verbal warning is not required); or
 - m. Such person’s Guest or a member of their Household committing any of the above Violations.

Permanent termination of access to the Facilities shall only be considered and implemented by the Board in situations that pose a long term or continuing threat to the health, safety, and/or welfare of the District, District Staff, contractors, representatives, landowners, Patrons, or Guests. The Board, in its sole discretion and upon motion of any Board member, may vote to rescind a termination of access to the Facilities.

(5) Suspension Procedures.

- a. ***Immediate Suspension.*** The District Manager or his or her designee has the ability to immediately remove any person from one or all Facilities or issue a suspension for up to sixty (60) days for the Violations described above or, when such action is reasonably necessary, in the District Manager's sole discretion, to protect the health, safety, and welfare of other Patrons and their Guests or to protect the District's Facilities or property from damage or risk of damage. If, based on the nature of the offense, District Staff recommend a suspension longer than sixty (60) days, such suspension will be considered at the next Board meeting. If a person commits or allegedly commits a crime on District Property, the person shall be automatically suspended pending the outcome of the criminal proceedings or until the next Board meeting, whichever is later, unless the Board votes to lift the suspension earlier.
- b. ***Suspension by Board.*** The Board, on its own initiative, acting at a noticed public meeting, may suspend a person's access for committing any of the Violations described above.
- c. ***Notice of Suspension.*** If a person is suspended, the District Manager or his or her designee shall mail a letter to the person suspended referencing the conduct at issue; the sections of the District's rules and policies violated; the time, date, and location of the next regular Board meeting where the person's suspension shall be presented to the Board; and a statement that the person has a right to appear before the Board and offer testimony and evidence why the suspension should be lifted. If the person is a minor, the letter shall be sent to the adults at the address within the community where the minor resides.

(6) Administrative Reimbursement. The Board may, in its discretion, require payment of an administrative reimbursement not to exceed Five Hundred Dollars (\$500.00) to offset the actual documented legal and/or administrative expenses incurred by the District as a result of a Violation ("Administrative Reimbursement"). Such Administrative Reimbursement shall be in addition to any suspension or termination of Facilities access, any applicable legal action warranted by the circumstances, and/or any Property Damage Reimbursement (defined below).

(7) Property Damage Reimbursement. If damage to District property or Facilities occurred in connection with a Violation, the person or persons who caused the damage, or the person whose Guest caused the damage, or the person who has charge of a minor that caused the damage, shall reimburse the District for the costs of cleaning, repairing, and/or replacing the property ("Property Damage Reimbursement"). Such Property Damage Reimbursement shall be in addition to any suspension or termination of Facilities access, any applicable legal action warranted by the circumstances, and/or any Administrative Reimbursement.

(8) Initial Hearing by the Board; Administrative Reimbursement; Property Damage Reimbursement.

- a. If a person's Facilities privileges are suspended, as referenced in Section 5, such person shall be entitled to a hearing at the next regularly scheduled Board meeting that is at least eight (8) days after the initial suspension, as evidenced by the date

of notice sent by certified mail, return receipt requested, or other trackable delivery method including electronic mail, or as soon thereafter as a Board meeting is held if the meeting referenced in the letter is canceled, during which both District Staff and the person subject to the suspension shall be given the opportunity to appear, present testimony and evidence, cross examine witnesses present, and make arguments. The Board may also ask questions of District Staff, the person subject to the suspension, and witnesses present. All persons are entitled to be represented by a licensed Florida attorney at such hearing if they so choose. Any written materials should be submitted at least seven (7) days before the hearing for consideration by the Board. If the date of the suspension is less than eight (8) days before a Board meeting, the hearing may be scheduled for the following Board meeting at the discretion of the person subject to the suspension.

- b. The person subject to the suspension may request an extension of the hearing date to a future Board meeting, which shall be granted upon a showing of good cause, but such extension shall not stay the suspension.
- c. After the presentations by District Staff, witnesses, and the person subject to the suspension, the Board shall consider the facts and circumstances and determine whether to lift, modify, or extend the suspension or impose a termination. In determining the length of any suspension, or a termination, the Board shall consider the nature of the conduct, the severity of the conduct, the circumstances of the conduct, the number of rules or policies violated, the person's escalation or de-escalation of the situation, any mitigating factors presented, and any prior Violations and/or suspensions.
- d. The Board shall also determine whether an Administrative Reimbursement is warranted and, if so, set the amount of such Administrative Reimbursement.
- e. The Board shall also determine whether a Property Damage Reimbursement is warranted and, if so, set the amount of such Property Damage Reimbursement. If the cost to clean, repair, and/or replace the property is not yet available, the Property Damage Reimbursement shall be fixed at the next regularly scheduled Board meeting after the cost to clean, repair, and/or replace the property is known.
- f. After the conclusion of the hearing, the District Manager or his/her designee shall mail a letter to the person suspended identifying the Board's determination at such hearing.

- (9) **Automatic Extension of Suspension for Non-Payment.** Unless there is an affirmative vote of the Board otherwise, no suspension or termination will be lifted or expire, and no new Key Fobs will be issued or activated, until all Administrative Reimbursements and Property Damage Reimbursements, including any accrued interest at the maximum rate permitted by law, have been paid in full to the District. If an Administrative Reimbursement or Property Damage Reimbursement is not paid by its due date, the District may request the surrender of, or deactivate, all Key Fobs associated with an address within the District until such time as the outstanding amounts are paid.
- (10) **Appeal of Board Suspension.** After the hearing held by the Board required by Section 8, a person subject to a suspension or termination may appeal the suspension or termination, or the assessment, or amount of an Administrative Reimbursement or Property Damage Reimbursement, to the Board by filing a written request for an appeal ("Appeal Request"). The filing of an Appeal Request shall not result in the stay of the suspension or termination. The Appeal Request shall be filed within

thirty (30) calendar days after the date the notice of the Board's determination as required by Section 8(f), above, is mailed. For purposes of this rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt by the District. Failure to file an Appeal Request shall constitute a waiver of all rights to protest the District's suspension or termination and shall constitute a failure to exhaust administrative remedies. The District shall consider the appeal at a Board meeting and shall provide reasonable notice to the appellant of the Board meeting where the appeal will be considered. At the appeal stage, no new evidence shall be offered or considered except for good cause shown and in the Board's sole discretion. The appeal is an opportunity for the person subject to the suspension or termination to argue, based on the evidence elicited at the hearing, why the suspension or termination should be reduced, modified, or vacated. The Board may take any action deemed by it in its sole discretion to be appropriate under the circumstances, including affirming, overturning, or otherwise modifying the suspension or termination. The Board's decision on appeal shall be final.

- (11) **Legal Action; Criminal Prosecution; Trespass.** If any person is found to have committed a Violation, such person may additionally be subject to arrest for trespassing or other applicable legal action, civil or criminal in nature. If a person subject to suspension or termination is found at the Facilities, such person will be subject to arrest for trespassing. If a trespass warrant is issued to a person by a law enforcement agency, the District has no obligation to seek a withdrawal or termination of the trespass warrant even though the issuance of the trespass warrant may effectively prevent a person from using the District's Facilities after expiration of a suspension imposed by the District.

USE AT OWN RISK; INDEMNIFICATION

Any Patron or other person who participates in the Activities (as defined below), shall do so at his or her own risk, and said Patron or other person, and any of his or her Guests, and any members of his or her Household, shall indemnify, defend, release, hold harmless, and forever discharge the District and its present, former, and future supervisors, staff, officers, employees, representatives, agents, and contractors of each (together, "Indemnitees") from and against 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 attorneys' 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 his or her participation in the Activities, regardless of determination of who may be wholly or partially at fault.

Should any Patron or other person bring suit against the Indemnitees in connection with the Activities or relating in any way to the Facilities and fail to obtain judgment therein against the Indemnitees, said Patron or other person shall be liable to the District for all attorneys' 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 Facilities or engagement in any contest, game, function, exercise, competition, sport, event, or other activity operated, organized, arranged, or sponsored by the District, its contractors, or third parties authorized by the District.

SOVEREIGN IMMUNITY

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

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.

AMENDMENTS AND WAIVERS

The Board, in its sole discretion, may amend these Policies from time to time. The Board, by vote at a public meeting, or the District Manager may elect in its/their sole discretion at any time to grant waivers to any of the provisions of these Policies; provided, however, that the Board is informed within a reasonable time of any such waivers.

[Signatures On Next Page.]

ADOPTED: _____, 2026.

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A: Adopted District Rates
Exhibit B: Facilities Access Registration Form
Exhibit C: Non-Resident User Agreement
Exhibit D: Address/Identification Confidentiality Request From Public Records Disclosure
Exhibit E: Map of the District
Exhibit F: RV/Boat Storage Space Allocation Procedures
Exhibit G: Rental Application and Agreement

EXHIBIT A
ADOPTED DISTRICT RATES

FEE	AMOUNT
Annual User Fee (Non-Resident)	\$2,500.00 - \$4,000.00
Replacement Key Fob	\$50.00
Returned Check/Insufficient Funds Fee	\$50.00
Administrative Fee for Rule Violation	Up to \$500.00
RV Storage Space Lease (Monthly)	Up to \$500.00
Pavilion Rental Fee (Per Reservation)	Up to \$750.00
Pavilion Rental Security Deposit (Refundable)	Up to \$500.00
Pavilion Cancellation Fee – Within 14 Days	\$50.00

EXHIBIT B
ORANGE BRANCH COMMUNITY DEVELOPMENT DISTRICT
FACILITIES ACCESS REGISTRATION FORM

NAME: _____

ADDRESS: _____

HOME TELEPHONE: _____ CELL PHONE: _____

EMAIL ADDRESS: _____

ADDITIONAL RESIDENT 1: _____ DOB (REQUIRED IF UNDER 18) _____

ADDITIONAL RESIDENT 2: _____ DOB IF UNDER 18 _____

ADDITIONAL RESIDENT 3: _____ DOB IF UNDER 18 _____

ADDITIONAL RESIDENT 4: _____ DOB IF UNDER 18 _____

ADDITIONAL RESIDENT 5: _____ DOB IF UNDER 18 _____

ACCEPTANCE:

I acknowledge receipt of the Key Fob(s) for the above listed residents and that the above information is true and correct. I understand that I have willingly provided all the information requested above and that it may be used by the Orange Branch Community Development District ("District") for various purposes, including, but not limited to, facility management, emergency contact, and enforcement of District policies. **I also understand that by providing this information that it may be accessed under public records laws.** I also understand that I am financially responsible for any damages caused by me, my family members, or my guests and the damages resulting from the loss or theft of me or my family members' Key Fob(s). It is understood that Key Fobs are the property of the District and are non-transferable except in accordance with the District's rules, policies and/or regulations, and any necessary replacement will be at an applicable Replacement Key Fob fee. In consideration for the admittance of the above listed persons and their guests into the facilities owned and operated by the District, I agree to hold harmless and release the District and its supervisors, agents, officers, professional staff, and employees from and against any and all liability for any injuries that might occur, except those caused by the gross negligence or willful misconduct of the District or its employees, whether such occurrence happens wholly or in part by me or my family members' or guests' fault, in conjunction with the use of any of the District's Facilities (as defined in the District's Policies & Rates), as well as while on the District's property. Nothing herein shall be considered as a waiver of the District's sovereign immunity or limits of liability beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other statute.

Signature of Patron (Parent or Legal Guardian if Minor)

Date

AFFIDAVIT OF RESIDENCY (REQUIRED IF LEGAL FORM OF PROOF OF RESIDENCY NOT PROVIDED)

I hereby state that the address listed above is the bona fide residence for all residents listed in this Facilities Access Registration Form and that such address is located within the Orange Branch Community Development District. I acknowledge that a false statement in this affidavit may subject me to penalties for making a false statement pursuant to Section 837.06, *Florida Statutes*. I declare that I have read the foregoing and the facts alleged are true and correct to the best of my knowledge and belief.

Signature of Patron
State of Florida
County of _____

The foregoing was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of ____, 20__, by _____ who is [] personally known to me or [] produced _____ as identification.

(NOTARY SEAL)
Official Notary Public Signature _____

RECEIPT OF DISTRICT'S POLICIES AND RATES:

I acknowledge that I have been provided with a copy of and understand the terms in the **Policies and Rates** of the Orange Branch Community Development District.

Signature of Patron
(Parent or Legal Guardian if minor)

Date

GUEST POLICY:

Please refer to the **Policies and Rates** for the most current policies regarding guests.

PLEASE RETURN THIS FORM TO:

Orange Branch Community Development District
Fitness Center

Attn: _____

Email: _____

OFFICE USE ONLY:

Date Received

Date Entered in System

Staff Member Signature

PRIMARY RESIDENT:

Key Fob #

ADDITIONAL INFORMATION:

Phase ____ - ____ Phase ____ - ____ Phase ____ - ____

New Construction: ____ Re-Sale: ____ Prior Owner: _____

Rental: ____ Landlord/Owner: _____

Lease Term: ____ Tenant/Renter: _____

EXHIBIT C
NON-RESIDENT USER AGREEMENT

THIS AGREEMENT made and executed this ____ day of _____, 20__, by and between the Orange Branch Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes (“District”), and _____, whose address is _____ (“User”). The District is the owner of the real property and facilities comprised of pools and other recreational facilities within the District located in St. Johns County, Florida (“Facilities”). User is a non-resident member of the public desiring to utilize the Facilities. A non-resident is a person or family who does not own property within the District. The District will permit User to utilize the Facilities subject to the terms and conditions contained in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the payment of the Membership Fee by User, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. User shall pay a one-time, non-refundable annual fee (“Membership Fee”) to utilize the Facilities for 12 months. The Membership Fee shall be paid in full prior to the commencement of Facility use. (Please Initial Membership Type).
_____ \$4,000 per User household

The 12-month period shall commence on the date payment is received by the District and terminate on that same date the following year. User acknowledges that no pro-rated refunds will be provided for any unused portion of the membership period.

2. The right to use the Facilities provided through this Agreement is personal to the person paying the Membership Fee and family members residing in his/her Household (as defined below) and is not transferable, alienable, devisable, or inheritable. “Household” means a residential unit or a group of individuals residing in User’s home on a permanent basis. Temporary guests or visitors do not qualify as Household members. User must notify the District in writing within ten (10) days of any changes to Household composition. This Agreement shall be binding upon and shall inure to the benefit of the District and its respective legal representatives, successors, and assigns. Nothing herein shall inure to the benefit of any third party that is not a party to this Agreement.
3. User agrees that use of Facilities by User, User’s family members residing in his/her Household, and User’s guests shall be subject to all rules, policies, and procedures of the District as may be amended from time to time and, by signature on this form, hereby agrees he/she has received a copy of such policies or was given the opportunity to receive a copy and will abide fully by the same. User shall be responsible for ensuring that all Household members and guests comply with all applicable rules, policies, and procedures. Failure by User, family members residing in his/her Household, or User’s guests to abide by all rules, policies, and procedures of the District may result in suspension or forfeiture of the right to utilize the Facilities. In the event of forfeiture, no portion of the Membership Fee shall be refunded.
4. User agrees and acknowledges that the information provided herein is true and correct. It is understood that Key Fobs are the property of the District and are non-transferable in accordance with the District’s rules, policies, and/or regulations. User shall be responsible for a replacement fee as set forth in **Exhibit A** to the District’s Policies for any lost, stolen, or damaged Key Fobs. User must immediately report any lost or stolen cards to the District. Key Fobs must be surrendered to the District upon termination or expiration of this Agreement. In consideration for the admittance of the herein listed persons, along with each of their guests, to utilize District property and District facilities, including, without limitation

(please note that capitalized terms have the same meanings as those terms appear in the District's Policies): the Pool and Pool deck, Fitness Center (including the Fitness Center), dog parks, playground, parks, pickleball courts, Basketball court, and all other real property owned and operated by the District (together, the Facilities), the undersigned on behalf of himself and/or herself and each of their minor children, heirs, and successors hereby agrees to hold harmless and release the District and its supervisors, officers, professional staff, amenity contractor, agents, and employees from and against any and all liability, claims, actions, suits, or demands by any person, corporation, or other entity for injuries, death, or property damage, of any nature, arising out of, or in connection with, use of the Facilities, including litigation or any appellate proceedings with respect thereto, except to the extent caused by the gross negligence of the District. Furthermore, User understands that the District and its supervisors, officers, professional staff, amenity contractor, agents, and employees assume no responsibility for injuries or illness that Patron(s), or his or her minor children, may sustain as a result of individual physical condition or resulting from such person(s) participation in any activities, sports, use of the Pool, use of playground, use of dog park, or other activities on District owned property. User expressly acknowledges on behalf of him/herself and his or her minor children, heirs, and successors that he/she assumes the risk for any and all injuries and illness that may result from participation in these activities. User hereby releases and discharges the District and its supervisors, officers, professional staff, amenity contractor, agents, and employees as a result of User's, or his or her minor children's, participation in these activities. User further understands that the District is not responsible for personal property lost or stolen while at the Facilities. Nothing herein shall be construed as a waiver of the District's sovereign immunity or limits of liability beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other statute.

5. All documents of any kind provided in connection with this Agreement are public records and are treated as such in accordance with the District's Rules of Procedure and Florida law.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

USER

**ORANGE BRANCH COMMUNITY
DEVELOPMENT DISTRICT**

By: _____

By: _____

Payment Type: ☐ Cash ☐ Check # _____ ☐ Credit	Date Paid: _____
Amount of Payment: \$ _____	Facilities Expiration Date: _____
E-mail added to _____ .com:	

HOUSEHOLD MEMBERS (Must Reside in Same House)

Name (Last, First)	Cell Phone	Email Address

Name(s) of Children	Age	Birthdate

NOTE TO STAFF: This form may contain confidential information. Please do not disclose its contents without first consulting the District Manager.

PRIVACY NOTICE: Under Florida's Public Records Law, Chapter 119, Florida Statutes, the information you submit on this form may become part of a public record. This means that, if a citizen makes a public records request, we may be required to disclose the information you submit to us. Under certain circumstances, we may only be required to disclose part of the information submitted to us. If you believe that your records may qualify for an exemption under Chapter 119, Florida Statutes, please notify the District Manager and complete the Address/Identification Confidentiality Request from Public Records Disclosure Form.

PRIMARY USER INFORMATION (family members to be added to reverse side)

Last Name _____ First Name _____

Address _____
Street Address *Apartment/Unit #*

EMERGENCY NOTIFICATION INFORMATION

Home Phone
Number _____

Cell Phone Number _____ Name _____

Cell Phone Number _____ Name _____

Email Address(es) _____

Please select all that apply:

☐ I would like to receive e-mails on District programs and events. (Do not check this option if you want the information in this section to be used only for emergency purposes.)

☐ I would like to receive text messages on District programs and events. (Do not check this option if you want the information in this section to be used only for emergency purposes.)

☐ Only contact me in case of emergency.

PRIVACY NOTICE: If you indicate that we should only use the Optional/Emergency Notification Information in case of emergency, then, pursuant to Section 119.071, Florida Statutes, the Optional/Emergency Notification Information (which consists of the information in this section) may be exempt from disclosures we make as the result of a public records request.

SPECIAL NEEDS

Does anyone in your family have special needs you would like us to be aware of? ☐ YES

☐ NO

If you answered yes, please provide specific information below in the blank space: _____

EXHIBIT D
ADDRESS/IDENTIFICATION CONFIDENTIALITY REQUEST FROM PUBLIC RECORDS
DISCLOSURE

Florida law allows certain persons to request that a governmental entity not publicly disclose his/her specific identifying information and/or address in any of the entity's governmental records. If eligible under Florida law, submit this completed form to the District. Note that this form is not intended to be an exhaustive list of exemptions, and other exemptions may apply. It is your responsibility to ensure that you are eligible under Florida law for the exemption claimed, and the District reserves the right to pursue any available legal remedies in the event that no exemption exists, and the District is harmed as a result.

I hereby request the exemption (check applicable exemption category) for the person named below:

- | | | | |
|--------------------------|---|--------------------------|--|
| ☐ | Code Enforcement Officer* | ☐ | Juvenile probation officer or supervisor, detention superintendent, assistant detention superintendent, juvenile detention officer I or II, juvenile detention officer supervisor, juvenile residential officer or supervisors I or II, juvenile counselor or supervisor, human services counselor administrators, senior human services counselor administrators rehabilitation therapist, and social services counselor of the Dept. of Juvenile Justice.* |
| ☐ | Dept. of Children and Family Services personnel with investigative duties involving abuse, neglect, exploitation, fraud, theft, or other criminal activities.* | ☐ | Law enforcement personnel, including correctional officers and correctional probation officers.* |
| ☐ | Dept. of Health personnel whose duties are to support the investigation of child abuse or neglect.* | ☐ | Prosecutor (includes state attorney, assistant state attorney, statewide prosecutor, assistant statewide prosecutor). * |
| ☐ | Dept. of Revenue personnel or local government personnel with duties relating to revenue collection and enforcement or child support enforcement.* | ☐ | Public defenders and criminal conflict and civil regional counsel (includes assistant public defenders, assistant criminal conflict and assistant civil regional counsel).* |
| ☐ | Dept. of Business and Professional Regulation investigator or inspector.* | ☐ | U.S. attorney or assistant attorney, U.S. appellate judge, U.S district court judge and U.S. magistrate (By signature below, it is certified that the person made "reasonable efforts to protect information from being accessible through other means available to the public.").* |
| ☐ | Firefighter certified in compliance with s. 633.408. | ☐ | Victim of sexual battery, aggravated child abuse, aggravated stalking, harassment, aggravated battery or domestic violence. (Attach official verification that crime occurred.). This is only a 5-year exemption. ** |
| ☐ | F.S. Guardian ad litem.* | ☐ | County Tax Collector. |
| ☐ | Human resource, labor relations, or employee relations director, assistant director, manager or assistant manager of any local government agency or water management district whose duties include hiring and firing employees, labor contract negotiation, administration, or other personnel-related duties.* | ☐ | Other (list applicable statute): |
| ☐ | Judge or justice of the Florida Supreme Court, district court of appeal, circuit court, and county court.* | | |
| ☐ | General and special magistrate, judge of compensation claims, administrative law judge of the Division of Administrative Hearings, and child support enforcement hearing officer). | | |

Printed Name:

Residence Address (City, State, Zip):

Prior/Current Position (for purpose of claiming exemption):

Years Held:

Description of Position:

Signature: Date:

If request is submitted instead by the person's employing agency, complete the following:

Agency: Name/Title:

To request an exemption for your spouse or child's identifying information and address, please submit a separate sheet with the name, date of birth, and relationship. ***Available to both current and former employees. **Florida law does not make this exemption applicable to the spouse or child of a victim.**

EXHIBIT E
MAP OF THE DISTRICT



EXHIBIT F
RV/BOAT STORAGE SPACE ALLOCATION PROCEDURES

1. **Use.** All Storage Spaces shall be for Recreational Vehicle (“RV”) and Boat storage only, as defined and permitted under the RV Lot use provisions of the District's Amenity Policies (the “Policies”). No commercial uses or storage trailers are eligible for reservation as determined by the Board in its sole discretion.
2. **Number of Spaces.** One (1) Storage Space is available for lease per household, subject to availability and the Storage Space Lottery (as defined below). The Board, in its sole discretion, may revise the number of spaces available per lease per household.
3. **Lottery.** At a time determined by the Board, the District will send out notice of a lottery drawing for Storage Spaces (the “Storage Space Lottery”) and the procedures and forms to be completed to be eligible for the same.
4. **Lottery Deadline.** Residents must respond by the deadline set forth in such notice to be included in the Storage Space Lottery.
5. **Lottery Procedure.** The Storage Space Lottery will be conducted by the Board. The names of Residents who timely submitted a request to be included in the Storage Space Lottery shall be drawn and placed on a priority list for Storage Spaces. The Residents initially drawn for the Storage Spaces shall have forty-five (45) days from the date of drawing to sign a Use Agreement, provide proof of the required insurance, and pay the required deposits.
6. **Waiting List.** The remaining Residents who submitted timely requests for the Storage Space Lottery will be placed on a waiting list in order and drawn to receive Storage Spaces when they become available.
7. **Term.** Use Agreements shall have a term of one (1) year and may be renewed for one successive one (1) year term as long as the Resident remains a Patron in good standing and complies with the terms of the Use Agreement. Upon expiration or termination of any Use Agreement, the next Resident on the waiting list shall be notified and have the opportunity to enter into a Use Agreement pursuant to Paragraph 6.
8. **Subsequent Lotteries.** From time to time, as determined by the Board, the District may conduct new Storage Space Lotteries as Use Agreements expire or terminate. In such event, the most recent lottery drawing may supersede the prior priority and waiting lists, and new priority and waiting lists may be created.
9. **Assignment of Location.** The location of the Storage Space Assignments will be assigned by the Board, and not on a first-come, first-served basis. Additionally, the Board reserves the right to re-assign the location of a Resident’s Storage Space during the term of the Use Agreement.
10. **Not Appurtenant.** Storage Spaces are not appurtenant to ownership of a Resident’s lot or home. Use Agreements automatically terminate upon the sale or transfer of a lot or home.

EXHIBIT G
RENTAL APPLICATION AND AGREEMENT

Name of Applicant: _____ Today's Date: _____
Street Address: _____
Contact: Phone: _____ Email: _____
Rental Area – Location of Pavilion: _____ (“Pavilion”).
Intended Use: _____
Date of Event: _____ Estimated Attendance: _____
Start Time: _____ End Time: _____ ***The scheduled time is inclusive of set-up and clean-up time.**
Event Host (if different from above): _____ Phone /Email: _____

Indemnification:

I agree to indemnify, defend and hold harmless the Orange Branch Community Development District (“District”) and its affiliates, supervisors, officers, managers, attorneys, engineers, agents, employees, volunteers, organizers, officials or contractors (collectively, the “Indemnitees”) from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments, damage or loss of any kind, whether monetary or otherwise, arising out of, in whole or in part, the use of the Facilities. I acknowledge that alcohol is prohibited on District property during the rental period unless the District has provided prior written approval and the Applicant has provided the required evidence of additional liability insurance naming the District as an additional insured, as required by the District’s Policies. I further acknowledge and agree that I shall be bound at all times by the terms and conditions of the District’s Policies (the terms of which are incorporated herein by this reference), as currently in effect and as may be amended from time to time. Additionally, I acknowledge that the District is not responsible for supervising the Pavilion, and that I am responsible for supervising any minor children and Guests and am further responsible for their acts and omissions. Nothing herein shall constitute or be construed as a waiver of the District’s limitations on liability contained in section 768.28, *Florida Statutes* or other law.

Signature of Applicant

Date

Acknowledgements (please initial by each):

1. _____ The reservation is not confirmed until both the completed Rental Application and Agreement and the Deposit (as defined herein) have been received by District Staff and District Staff provides written approval that the reservation is approved.
2. _____ The reservation is limited to the Pavilion for the intended use stated above. The District does not guarantee or represent that the Pavilion is safe and suitable for the intended use. The Applicant expressly acknowledges for itself and for all persons who will be utilizing the premises and Pavilion in connection with the Applicant’s purposes that the District is providing the premises and Pavilion on an “as is” basis.
3. _____ The Applicant is fully aware of risks and hazards connected with being on the premises and participating in the rental of the Pavilion, and fully aware that there may be risks and hazards unknown to the Applicant connected with being on the premises and participating in the rental of the Pavilion, and hereby elects to voluntarily rent the Pavilion, to enter upon the above named premises and engage in activities knowing that conditions may be hazardous, or may become hazardous or dangerous to the Applicant and his/her property. The Applicant voluntarily assumes full responsibility for any risks of loss, property damage, or personal injury (including death) which may be sustained by the Applicant, or any loss or damage to property owned by the Applicant, as a result of being a renter of the Pavilion, whether caused by contributory negligence of the District or otherwise.
4. _____ The District shall not provide any protection or supervision for the personal safety or security of any Patrons, invitees or Guests (as defined in the District’s Policies) of any District property or Pavilion. All Patrons, Guests, and invitees use such District Facilities and Pavilion at their own risk. All Patrons, Guests, and invitees are hereby notified and understand and agree that from time-to-time wildlife, including but not limited to: alligators, snakes, ants, bees, wasps, and other stinging or insects (collectively “Wildlife”) may inhabit or enter the District Facilities and Pavilion and may pose a threat to persons, pets, and/or property.
5. _____ As a condition of their use of the Pavilion, all Patrons, Guests, and invitees are hereby notified, and understand and agree, that the District is under no duty to protect against and do not in any manner warrant or insure against, any death, injury or damage caused any other condition in or upon the District Facilities. All Patrons, Guests, and invitees entering or using any District Facilities and Pavilion do so at their own risk.

6. ____ The rental duration includes set-up and post-event clean up and applies to all Guests in attendance. The standard Guest policy outlined in the District's Policies applies outside the scheduled rental time and to all other District Facilities during the rental time. For the time of the scheduled use (reservation) the renter has the exclusive use of the rented Pavilion only.
7. ____ The exterior of the Pavilion may be under closed circuit television surveillance.
8. ____ Rental Fee and Refundable Deposit: A refundable deposit of up to \$500 is required to reserve the District's Pavilion. Additionally, a non-refundable rental fee of up to \$750 will be charged for rental of the Pavilion ("Rental Fee"). Payment shall be submitted to District staff at least fourteen (14) days in advance of the reservation date or the date will be released. Cancellations made less than fourteen (14) days prior to the reservation date will be subject to a \$50.00 Cancellation Fee.
9. ____ Bounce houses and similar apparatus are not permitted.
10. ____ Additional fees may be assessed if the clean-up is incomplete, the event is not limited to the reservation time frame, or if there is damage to the Pavilion.
11. ____ The Applicant has reviewed, fully understands, and agrees to abide by the District's Policies.
12. ____ The Applicant understands that at the conclusion of the rental period, the Applicant is responsible for the following clean-up tasks:
 - a. Remove all garbage, place in dumpster, and replace garbage liners;
 - b. Remove all decorations, event displays, and materials;
 - c. Return all furniture and other items to their original position;
 - d. Wipe off tabletops; and
 - e. Otherwise clean the rented Pavilion and restore it to the pre-rented condition, and to the satisfaction of the District Staff.
13. ____ The following items are not permitted within the Pavilion:
 - a. Glitter, confetti, or silly string;
 - b. Lit decorative candles (excluding cake candles).
14. ____ The Applicant agrees to complete any additional documentation required by the District in conjunction with bringing in any outside vendors for the event (e.g. food trucks).
15. ____ The District reserves the right to cancel the rental if it is necessary to protect the health, safety, and welfare of Patrons, Guests, and invitees (e.g. severe weather, health pandemics).
16. ____ The Applicant agrees to provide any necessary Certificate of Insurance required by the District from the Applicant or associated outside vendor. The type of insurance and minimum coverage requirements shall be determined by District Staff after reviewing the rental application, and such requirements shall be communicated to Applicant in writing at least thirty (30) days prior to the rental date.
17. ____ The Applicant hereby acknowledges and agrees that no alcoholic beverages of any kind are permitted on District property during the rental period, unless the District has provided prior written approval and the Applicant has provided the required evidence of additional liability insurance naming the District as an additional insured. The Applicant agrees to abide by this policy and to assume all liability for damages resulting from or arising in connection with the consumption of alcohol on the District's property. The Applicant understands that any violations of the rules of this Rental Agreement or the District's Policies may cause the Applicant to lose all or a portion of their deposit monies and result in further penalties or legal action.

District Use Only:

Deposit Amount: \$ _____ Check #/E-payment: _____ Date: _____
 Fee Amount: \$ _____ Check #/E-payment: _____ Date: _____
 Insurance Certificate Provided: Yes ____ / N/A ____
 Bounce House/Outside Vendor Insurance Certificate Provided: Yes ____ / N/A ____
 Additional Completed License Agreement for Outside Vendor: Yes ____ / N/A ____
 District Manager Initials: _____