

**SOUTHAVEN
COMMUNITY DEVELOPMENT DISTRICT**

RULES, POLICIES & RATES FOR USAGE FOR ALL DISTRICT FACILITIES

**ADOPTED
May 4, 2016**

Amended

February 2, 2023
August 3, 2022

MARKLAND – MANOR HOUSE

61 Clarissa Lane
Saint Augustine, FL 32095

AMENITY CENTER USER FEE STRUCTURE

- (1) The Annual User Fee for persons not owning property within the District is \$2,500 per Non-Resident Patron, which shall be reviewed each year in conjunction with the adoption by the District of its annual budget.

DEFINITIONS

“Amenity Facilities” or “Amenity Center” – shall mean the properties and areas owned by the District and intended for recreational use and shall include, but not specifically be limited to, the amenity building, pool, pool deck, athletic courts, playground, event lawn, fire pit, and Parks together with their appurtenant facilities and areas.

“Amenity Facilities Policies” or “Policies” – shall mean these Southaven Community Development District Rules, Policies & Rates for Usage for All District Facilities, as amended from time to time.

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

“Annual User Fee” – shall mean the fee established by the District for any person that is not a Resident and wishes to become a Non-Resident Patron. The amount of the Annual User Fee is set forth herein, and that amount is subject to change based on Board action.

“Board of Supervisors” or “Board” – shall mean the Southaven Community Development District’s Board of Supervisors.

“Contract Purchaser” – shall mean a non-resident family that is currently under contract with a homebuilder to purchase a home on a residential lot owned by such homebuilder within the District.

“District” – shall mean the Southaven Community Development District.

“District Manager” – shall mean the professional management company with which the District has contracted to provide management services to the District.

“Guest” – shall mean any person or persons who are invited and accompanied by a Patron to participate in the use of the Amenity Facilities. An individual may be a Guest of a Patron no more than a total of eight (8) times per calendar year.

“Key Card” – shall mean an electronic key card distributed by the Amenity Manager to Patrons of the District (two per residential unit) to access the Amenity Facilities.

“Non-Resident Patron” – shall mean any person and his or her immediate family who is:
(i) residing within the same residence, (ii) not owning property in the District, and (iii) is paying the

Annual User Fee to the District for use of all Amenity Facilities.

“Parks” – shall mean the properties and areas owned by the District with lawns, landscaped beds, lighting, sidewalks and benches that are intended for informal recreational use.

“Patron” or “Patrons” – shall mean Property Owners, Residents, Non-Resident Patrons, and Renters or Contract Purchasers with assigned privileges.

“Property Owner” – shall mean that person or persons having fee simple ownership of land within the Southaven Community Development District.

“Renter” – shall mean any tenant residing in a Property Owner’s home located within the District and pursuant to a valid rental or lease agreement.

“Resident” – shall mean a Property Owner and his or her immediate family residing within the same residence.

GUESTS

- (1) Only Patrons may bring Guests to the Amenity Facilities and Parks. A Patron’s immediate family members under the age of 18 may not bring Guests to the Amenity Facilities and Parks. Patrons who have a Guest are responsible for any and all actions taken by such Guest. Violation by a Guest on any of these Policies as set forth by the District could result in loss of that Patron’s privileges.
- (2) Each Patron may bring no more than four (4) persons per residence as Guests to the Amenities at one time unless the Patron has reserved a room or pavilion at the Amenity Facilities and has paid the required usage fee. In the event the Patron has rented a room or pavilion at the Amenity Facilities, the number of Guests shall be limited by the room or pavilion policies. Infants one-year-old and younger do not count towards the maximum daily Guest total.

RENTER’S PRIVILEGES

- (1) Property Owners who rent out or lease out their residential unit(s) in the District shall have the right to designate the Renter of their residential unit(s) as the beneficial users of the Property Owners’ Amenity Facilities privileges. All such designations must be in writing and contain an affirmative statement of the Renter’s rights for the use and enjoyment of the Amenity Facilities. The Property Owner and Renter must register at the Amenity Center and provide a copy of the written designation to the Amenity Manager before the Renter will be permitted to use the Amenity Facilities.
- (2) A Renter who is designated as the beneficial user of the Property Owner’s privileges shall be entitled to the same rights and privileges to use the Amenity Facilities as the Property Owner and shall assume all liabilities associated with the assignment of such rights and privileges.

- (3) During the period when a Renter is designated as the beneficial user of the Property Owner's privilege to use the Amenity Facilities, the Property Owner shall not be entitled to use the Amenity Facilities with respect to that property and must return their Key Cards to the Amenity Manager.
- (4) Property Owners shall be responsible for all charges incurred by their Renters, which remain unpaid after the customary billing and collection procedure established by the District. Property Owners are responsible for the department of their respective Renters.
- (5) Renters shall be subject to such other rules and regulations as the Board may adopt from time to time.
- (6) All persons renting or leasing a home from persons owning the property in the District will be required to obtain a Key Card from the Amenity Manager.
- (7) **Transfer of Amenity Privileges to Tenants Policy, approved February 2, 2022: No Property Owner may transfer his or her privileges to use the District's amenity facilities to a Renter more than two times per year without the prior approval of the Board of Supervisors.**

GENERAL AMENITY CENTER PROVISIONS

- (1) Patrons must use their assigned Key Card to enter the Amenity Facilities. Patrons obtain their Key Cards by registering at the Amenity Center with the Amenity Manager or staff. Patrons must provide proof of ownership (signed Settlement Pages or Warranty Deed) and a photo ID and must complete a Facility Registration form to obtain their Key Cards.
- (2) Children under sixteen (16) years of age must be accompanied by a parent or adult Patron, eighteen (18) years of age or older.
- (3) The Amenity Center's hours of operation will be established and published by the District considering the season of the year and other circumstances. Unless otherwise communicated by the District, the Amenity Center Office will be closed on the following Holidays: Christmas Day, Thanksgiving Day, New Year's Day, and Easter. The Amenity Center Office will also close early at the discretion of the Amenity Staff on Christmas Eve and New Year's Eve.
- (4) Alcoholic beverages shall not be served or sold, nor permitted to be consumed on the Amenity Center's premises, except at pre-approved special events. Approval may only be granted by the District's Board of Supervisors or the District Chairperson if so authorized by the Board of Supervisors. Any request to serve alcoholic beverages must be made to the District Manager at least 14 days prior to the event. If the event request is approved, the Patron will be required to:
 - i) Hire a licensed and insured vendor of alcoholic beverages and provide a copy of vendor's license and insurance to District Manager, or

- ii) Provide to District Manager proof of event insurance with the District named as an additional insured.
- (5) Vehicles, including golf carts, must be parked in designated areas. Vehicles, including golf carts, should not be parked on grass lawns, sidewalks, pathways, or in any way, which blocks the normal flow of traffic.
- (6) Fireworks of any kind are not permitted anywhere on the Amenity Facilities unless they are associated with a District sponsored event and managed by a District contractor.
- (7) No Patron or Guest is allowed in the service areas or electrical/communications closets of the Amenity Facility.
- (8) The Board of Supervisors reserves the right to amend or modify these policies when necessary and will notify the Patrons of any changes by posting such changes on the District website www.southavencdd.org.
- (9) The Board of Supervisors, District Manager, and personnel of the Amenity Center have full authority to enforce these policies.
- (10) At no charge, two (2) facility Key Cards will be issued to each Property Owner and Non-Resident Patron upon registration at the Amenity Center. Proof of property ownership may be required annually. All Patrons must use their Key Card for entrance to the Amenity Center. The Key Card may not be given out to anyone except immediate family members of the Property Owner or Non-Resident Patron. A maximum of two (2) Key Cards will be issued per residence.
- (11) Patrons will be charged \$30.00 to replace a damaged, lost, or stolen Key Card. Contact the Amenity Manager for instructions on how to obtain a replacement Key Card. Damaged Key Cards must be mailed or brought to the Amenity Manager's office prior to obtaining a replacement.
- (12) Gate Barcode Decals ("Decals") will be issued by Amenity Facilities staff. Patrons will be issued three (3) Decals at no charge. One (1) additional Decal and replacement Decals will be available through the District for a fee of \$30.00 each. A Patron household may have no more than four (4) Decals at any one time. Purchasers of homes upon resale should contact the Amenity Facilities staff for issuance of Decals. Patrons will be given instructions on how and where to apply the barcode decal in the appropriate location on their vehicle. A scanner will read the barcode decal as a vehicle passes by slowly and will automatically open the gate.
- (13) Smoking or the use of smokeless tobacco products, e-cigarettes, or vaporizers is not permitted anywhere within or on the grounds of the Amenity Facilities including Parks.
- (14) Guests must be accompanied by a Patron and register upon entry into the Amenity Center.

- (15) Outdoor grilling is prohibited at all Amenity Facilities unless at a District approved special event.
- (16) Disregard for any Amenity Center rules or policies may result in expulsion from the facility and/or loss of Amenity Center privileges and will not relieve Patrons of obligations to pay assessments, rates, or fees incurred.
- (17) At the discretion of Amenity Center personnel, children between the ages of sixteen (16) and seventeen (17) who violate the rules and policies may be expelled from the facility for one day. Upon such expulsion, a written report shall be prepared detailing the name of the child, the prohibited act committed and the date. This report will be kept on file with the District. Any child who is expelled from the facility three (3) times in a one-year period, shall, until the child reaches the age of eighteen (18), only be entitled to use the facility if accompanied at all times by a Parent or Adult Patron, eighteen (18) years of age or older.
- (18) The Amenity Center is provided for the use and enjoyment of all Patrons. Patrons and their Guests shall treat all staff members with courtesy and respect and shall comply with any verbal instructions of staff members. The use of threatening, demeaning, derogatory, or profane language in addressing or discussing other Patrons, District staff members or the Board in any forum is prohibited.
- (19) Off-road motorcycles, ATVs, and any other unlicensed motor vehicles are prohibited on all property owned, maintained, and operated by the District including the Amenity Facilities and Parks. Golf carts may be used on roadways within the District provided such use is in accordance with applicable governmental rules and regulations, including those of St. Johns County. Golf carts may not be driven or parked on any lawn areas, sidewalks, or other non-roadway surfaces within the Amenity Facilities. Golf carts should be parked in the designated golf cart parking spaces at the Amenity Facility.
- (20) The Amenity Center will not offer childcare services to Patrons or Guests under the authority or supervision of the District at any of its facilities.
- (21) Skateboarding is not allowed on any Amenity Facility property. This includes but is not limited to the Amenity building porches and steps, athletic courts, pool area, playground areas, and sidewalks surrounding these areas.
- (22) Loss or destruction of property or instances of personal injury:
 - a. Each Patron and each Guest as a condition of invitation to the premises of the center assume sole responsibility for his or her property. The District and its contractors shall not be responsible for the loss or damage to any private property used or stored on the premises of the Amenity Center, whether in lockers or elsewhere.
 - b. No person shall remove from the room in which it is placed or from the Amenity Center's premises any property or furniture belonging to the District or its contractors without proper authorization. Amenity Center Patrons shall be liable for any property damage and/or personal injury at the Amenity

Center, or at any activity or function operated, organized, arranged or sponsored by the District or its contractors, caused by the Patron, any Guests or any family members. The District reserves the right to pursue any and all legal and equitable measures necessary to remedy any losses due to property damage or personal injury. The District will utilize video surveillance to monitor compliance with these Policies.

- c. Any Patron, Guest or other person who, in any manner, makes use of or accepts the use of any apparatus, appliance, facility, privilege or service whatsoever owned, leased or operated by the District or its contractors, or who engages in any contest, game, function, exercise, competition or other activity operated, organized, arranged or sponsored by the District, either on or off the Amenity Center's premises, shall do so at his or her own risk, and shall hold the Amenity Center, the District, the Board of Supervisors, District employees, District representatives, District contractors, and District agents, harmless for any and all loss, cost, claim, injury damage or liability sustained or incurred by him or her, resulting therefrom and/or from any act of omission of the District, or their respective operators, Supervisors, employees, representatives, contractors, or agents. Any Patron shall have, owe, and perform the same obligation to the District and their respective operators, Supervisors, employees, representative, contractors, and agents hereunder in respect to any loss, cost, claim, injury, damage or liability sustained or incurred by any guest or family member of such Patron.
- d. Should any party bound by these Policies bring suit against the District, the Board of Supervisors or staff, agents or employees of the District, any Amenity Center operator or its officers, employees, representatives, contractors or agents in connection with any event operated, organized, arranged or sponsored by the District or any other claim or matter in connection with any event operated, organized, arranged or sponsored by the District, and fail to obtain judgment therein against the District or the Amenity Center operator, officers, employee, representative, contractor or agent, said party shall be liable to the District for all costs and expenses incurred by it in the defense of such suit (including court costs and attorney's fees through all appellate proceedings).

PET AND SERVICE ANIMAL POLICY

Dogs or other pets (with the exception of those trained to do work or perform tasks for an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability ("Service Animal(s)")) are not permitted on or within any District-owned public accommodations including, but not limited to, the Amenity Facilities with the exception of Parks. A Service Animal must be kept under the control of its handler by leash or harness, unless doing so interferes with the Service Animal's work or tasks or the individual's disability prevents doing so. The District may remove the Service Animal under the following conditions:

- 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;
- If the Service Animal's behavior poses a direct threat to the health and safety of others.

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

Where dogs or other pets are permitted on the District's grounds, they must be leashed. Patrons are responsible for picking up after all pets as a courtesy to residents.

GENERAL SWIMMING POOL RULES

- (1) Patrons may only gain access to the pool area through the use of their Key Cards. At any given time, a Patron may accompany up to four (4) Guests at the swimming pool.
- (2) No Lifeguards will be on duty. Patrons swim at their own risk while adhering to swimming pool rules.
- (3) Children under sixteen (16) years of age must be accompanied by a Parent or Adult Patron, eighteen (18) years of age or older, at all times for usage of the pool facility.
- (4) Radios, televisions, and the like may be listened to if played at a volume, which is not offensive to other members and guests.
- (5) In accordance with Florida Department of Health Rule #64E-9.008 for public pools without permitted outdoor lighting, the pool and pool areas will close one half hour before sunset and may open one half hour after sunrise. Pool closing times will be posted at the amenity center office. No access to the swimming pool and pool deck area will be allowed, by a Patron or any other person, before or after Swimming Pool hours. Any person swimming before or after Swimming Pool hours may be cited for Trespassing, which can be prosecuted as a criminal offense and for Patrons may lead to the loss of their Key Card and/or the revocation of access to the Amenity Center for the entire household.
- (6) Pool facilities will be closed during periods of heavy rain, thunderstorms and other inclement weather.
- (7) Showers are required before entering the pools.
- (8) Glass containers and aluminum cans are not permitted in the pool area.
- (9) Children under three (3) years of age, and those who are not reliably toilet trained, must wear rubber lined swim diapers, as well as a swimsuit over the swim diaper, to reduce the health

risks associated with human waste in the swimming pool/deck area.

- (10) On a case-by-case basis, the amenity manager or staff will determine if and when balls designed for water play will be permitted in the pools. Tennis balls, beach balls larger than 8 inches, basketballs, Nerf Balls, soccer balls, or any other type of hard non-water sports balls are not permitted. Play equipment, such as snorkels and dive sticks, must meet with the Amenity Staff's approval prior to use. Masks and goggles must have shatter-proof polycarbonate lenses. Only the following inflatable or floating devices are permitted:

- i) Infant water floats with seats;
- ii) Arm floats;
- iii) Pool noodles.

For items i and ii, parents/guardians must remain within an arm's length of children under their care. No other inflatable rafts, tubes, or floats are permitted. The Amenity Staff reserves the right to discontinue usage of such play equipment during times of peak or scheduled activity at the pool or if the equipment provides a safety concern.

- (11) Pool availability may be rotated in order to facilitate maintenance of the Amenity Center; this usually requires the pool being closed for one (1) full day each week. Depending upon usage, the pool may require being closed various periods of time to facilitate maintenance and keep it up to health code.
- (12) Pets, bicycles, skateboards, roller blades, scooters and golf carts are not permitted on the pool deck area located inside the pool gates at any time.
- (13) The Amenity Facility staff reserve the right to authorize all programs and activities (including 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 Amenity Facility must first be approved by the Amenity Manager.
- (14) Proper swim attire must be worn in the pool. Cutoffs or frayed materials may not be worn. Bathing suits, which expose so much of the body as to reasonably disturb or offend other Patrons are not allowed.
- (15) No chewing gum is permitted in the pool or on the pool deck area.
- (16) Alcoholic beverages are not permitted in the pool area unless served by a licensed vendor in association with a District approved event.
- (17) No diving, jumping, pushing, running or other horseplay is allowed in the pool or on the pool deck area. In an effort to maintain a family environment that may be enjoyed by persons of all ages, sustained close contact or intimate embracing is not allowed at the pool.
- (18) For public safety, the changing of diapers or clothes is not allowed at poolside.

Changing tables are provided in the exterior restroom facilities.

- (19) No one shall pollute the pool. Anyone who does pollute the pool is liable for any costs incurred in treating and reopening the pool.
- (20) Radio controlled water craft are not allowed in the pool area.
- (21) Pool entrances must be kept clear at all times.
- (22) No swinging on ladders, fences, or railings is allowed.
- (23) Pool furniture is not to be removed from the pool area.
- (24) Loud, profane, or abusive language is absolutely prohibited.
- (25) Patrons with wet clothing or feet are not permitted in the Amenity Center building other than the exterior restrooms. Patrons enjoying the pool and pool grounds should utilize the exterior restrooms rather than those located in the Amenity Center building.

Swimming Pool: Feces Policy

- (1) If contamination occurs, the pool will be closed for at least twelve (12) hours and the water will be shocked with chlorine to kill all bacteria.
- (2) Parents should take their children to the restroom before entering the pool.
- (3) Children under three (3) years of age, and those who are not reliably toilet trained, must wear rubber lined swim diapers and a swimsuit over the swim diaper.

Swimming Pool: Thunderstorm Policy

The Amenity Manager or Amenity Facility staff are in control of the pool and pool areas at all times while on duty and they alone will determine when the pool and pool areas will be closed and re-opened during inclement weather. During periods of thunder, lightning, heavy rain, or any other inclement weather, the pool and pool areas will be closed and Patrons and their Guests must leave the pool and pool area to seek cover. The Amenity Manager or Amenity Facility staff alone will determine when it is safe to reopen the pool and pool area consistent with the guidelines from the American Red Cross Manual, which recommends that Patrons and Guests exit the pool and pool areas at the first sound of thunder or sighting of lightning for a minimum waiting period of thirty minutes. At any point during the thirty-minute waiting period, if thunder and/or lightning are experienced, the waiting period will be extended 30 minutes from the last event of thunder or lighting. Staff may also close the pools during periods of heavy rain when visibility of the pools and pool floor is reduced.

At such times when the Amenity Manager or Amenity Facility staff are not on duty, Patrons and their Guests shall be solely responsible to utilize the pool and pool areas in compliance with the American Red Cross Manual guidelines above.

FITNESS CENTER POLICIES

All Patrons and Guests using areas designed and designated for exercise or fitness use on the second floor of the Amenity Facility building (the “Fitness Center”) are expected to conduct themselves in a responsible, courteous and safe manner in compliance with all Policies and Rules of the Southaven Community Development District governing the Amenity Facilities. Disregard or violation of the District’s Policies and Rules and misuse or destruction of Fitness Center equipment may result in the suspension or termination of Fitness Center privileges. The District will utilize video surveillance to monitor compliance with these Policies.

Please note the Fitness Center is an unattended facility; persons using the facility do so at their own risk. Amenity Center Staff is not present to provide personal training or exercise consultation to Patrons or Guests. Persons interested in using the Fitness Center are encouraged to consult with a physician prior to commencing a fitness program.

- (1) *Hours:* The Fitness Center opens for use by Patrons during normal operating hours to be established and posted by the District. No access will be allowed, by a Patron or any other person, before or after Fitness Center hours. Anyone who accesses the Fitness Center before or after Fitness Center hours may be cited for Trespassing, which can be prosecuted as a criminal offense and for Patrons may lead to the loss of their Key Card and/or the revocation of access to the Amenity Center for the entire household.
- (2) *Emergencies:* All emergencies and injuries must be reported to the Amenity Staff at (904) 217-8732 as well as the District Manager at (904) 436-6270.
- (3) *Eligible Users:* Patrons sixteen (16) years of age and older are permitted to use the Fitness Center during designated operating hours with a Photo ID, Children (12-15) years of age must be accompanied by an Adult Patron, unless such child is fourteen (14) or fifteen (15) and is actively participating in an athletic program and satisfies the following steps: District staff is provided with documentation directly from the athletic organization stating their enrollment, such child completes a fitness orientation with the Amenity Manager and an executed liability release is provided. No children under the age of twelve (12) are allowed in the Fitness Center at any time. Guests may use the Fitness Center if accompanied by an Adult Patron, eighteen (18) years of age or older. Patrons and Guests use this facility at their own risk.
- (4) *Proper Attire:* Appropriate clothing and athletic footwear (covering the entire foot) must be worn at all times in the Fitness Center. Appropriate clothing includes t-shirts, tank tops, shorts, leotards, yoga pants, and/or sweat suits that do not unreasonably expose too much of one’s body.
- (5) *Food and Beverage:* Food (including chewing gum) is not permitted within the Fitness Center. Beverages, however, are permitted in the Fitness Center if contained in non-breakable containers with screw top or sealed lids. Alcoholic beverages are not permitted.

(6) *General Policies:*

- Each individual is responsible for wiping off fitness equipment after use.
- Prior to the use of any personal trainer at the Amenity Facilities, the personal trainer must enter into an agreement with the District and provide evidence of acceptable training certificates and insurance.
- Hand chalk is not permitted to be used in the Fitness Center.
- Music and/or digital media players are not permitted unless they are personal units equipped with headphones. However, Amenity staff is permitted to play music throughout the Amenity Facilities.
- No bags, gear, or jackets are permitted on the floor of the Fitness Center or on the fitness equipment.
- Smoking and smokeless tobacco products, e-cigarettes, or vaporizers are not permitted anywhere in the Fitness Center.
- Weights or other fitness equipment may not be removed from the Fitness Center.
- Use of cardiovascular equipment shall be limited to thirty (30) minutes when others are waiting and step aside between multiple sets on weight equipment if other individuals are waiting.
- The aerobics/yoga studio (the Wellness Studio) may be used by Patrons without formally scheduling use. If other individuals are waiting to use the studio, then Patrons shall limit their use to one forty-five (45) minute training session.
- Please return weights and other fitness equipment to the 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.
- Any fitness program operated, established, and run by Amenity staff shall have priority over other users of the Fitness Center.
- All malfunctioning or broken equipment should immediately be reported to the District Manager at (904) 436-6270 or to the Amenity Manager at (904) 217-8732.

ATHLETIC COURT FACILITY POLICIES

All Patrons and Guests using the two asphalt athletic courts and associated equipment (the “Athletic Court Facility”) are expected to conduct themselves in a responsible, courteous and safe manner in compliance with all Policies and Rules of the District governing the Amenity Facilities. Disregard or violation of the District’s Policies and Rules and misuse or destruction of Athletic Court Facility equipment may result in the suspension or termination of Amenity Facility privileges. The District may utilize video surveillance to monitor compliance with these Policies.

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

- (1) *Hours:* The Athletic Court Facility is available for use by Patrons during normal operating hours, which are posted. These facilities may not be rented nor reserved for use. No access will be allowed, by a Patron or any other person, before dawn or after dusk. Anyone who accesses the Athletic Court Facility before dawn or after dusk may be cited for Trespassing,

which can be prosecuted as a criminal offense and for Patrons may lead to the loss of their Key Card and/or the revocation of access to the Amenity Center for the entire household.

- (2) Children under the age of twelve (12) must be accompanied by an adult, eighteen (18) years of age or older.
- (3) *Emergencies:* All emergencies and injuries must be reported to the Amenity Manager at (904) 217-8732, as well as the District Manager at (904) 436-6270.
- (4) *Proper Attire:* Proper tennis or athletic shoes and attire are required at all times while on the courts. Proper attire shall consist of athletic shoes, shirts, and shorts or athletic pants. No cutoffs, swimsuits, or jeans are permitted.
- (5) *Reservations:* Reservations are not accepted for use of the Athletic Court Facility. These facilities are on a first-come, first-served basis. Use of an athletic court is limited to one (1) hour when others are waiting.
- (6) *General Policies:*
 - Proper etiquette shall be adhered to at all times. The use of profanity or disruptive behavior is prohibited.
 - Persons using the Athletic Court Facility must supply their own equipment.
 - The Athletic Court Facility is for the play of basketball, tennis and pickle ball only. Pets, roller blades, bikes, skates, skateboards, and scooters are prohibited from use at the facility.
 - Beverages are permitted at the Athletic Court Facility if contained in non-breakable containers with screw top or sealed lids. No glass containers are permitted on the Athletic Courts. Alcoholic beverages are not permitted at the Athletic Court Facility.

PLAYGROUND POLICIES

- (1) Children under the age of eight (8) must be accompanied by an adult, eighteen (18) years of age or older.
- (2) No roughhousing on the playground.
- (3) Individuals using the playground must clean up all food, beverages, and miscellaneous trash brought to the playground. Glass containers are prohibited.
- (4) Use of the playground may be limited from time to time due to sponsored events which must be approved in advance by the Amenity Manager.
- (5) The use of profanity or disruptive behavior is absolutely prohibited.

- (6) Smoking and smokeless tobacco products, e-cigarettes, or vaporizers are not permitted on the playground.
- (7) Alcoholic beverages are not permitted on the playground.

DOG PARK POLICIES

- (1) Please note that the Dog Park is an unattended facility and persons using the Dog Park do so at their own risk. Voluntary use of the Dog Park waives any claim or liability against the District resulting from such use of the Dog Park.
- (2) All Patrons and Guests using the Dog Park are expected to conduct themselves in a responsible, courteous and safe manner in compliance with all policies and rules of the District. Any disregard or violation of these policies or misuse or destruction of Dog Park facilities or equipment may result in suspension or termination of Dog Park or Amenity Facility privileges. The District reserves the right to seek reimbursement for damages. Guests may use the Dog Park only when accompanied by a Patron.
- (3) Dog Park is open from dawn to dusk.
- (4) The District reserves the right to close the Dog Park or sections of the Dog Park for any reason including maintenance, mowing, severe weather conditions, special events, or for any other health, safety and danger issues.
- (5) Food, alcoholic beverages and glass containers are prohibited in the Dog Park area.
- (6) Only dogs are allowed in the Dog Park area; all other pets are prohibited from the Dog Park area.
- (7) Dogs shall be on leash at all times unless in designated “off-leash” areas.
- (8) Patrons shall always supervise their dogs and shall not leave their dogs unattended at the Dog Park.
- (9) Dogs exhibiting aggressive behavior are prohibited.
- (10) All spiked collars are prohibited in the Dog Park.
- (11) Owners shall supervise their dogs to ensure dogs do not dig or damage any portion of the Dog Park.
- (12) Dogs that are under four (4) months old, in heat, with fleas or have any other skin conditions, or are ill are prohibited from the Dog Park.
- (13) Dogs shall be up-to-date on vaccinations prior to entering the Dog Park and shall have current rabies and applicable license tags clipped to their collars at all times.

FISHING POLICIES

1. Patrons are permitted to fish in District lakes/ponds from areas that do not abut homes (e.g., areas by the Amenity Facilities, roads, or common areas).
2. Patrons may fish from their own backyards but are not permitted to fish from the back yards of others without owner permission.
3. Fishing is catch and release only.

LAKE, POND, KAYAK LAUNCH AND BRIDGE POLICIES

1. Swimming and the use of motorized boats are prohibited in all lakes/ponds and other bodies of water on District property.
2. Jumping or diving from the bridge or kayak launch located near the Amenity Facilities is always prohibited.
3. Continued violation of this policy will result in a report to local law enforcement authorities.
4. Lake/pond banks, including all land from the edge of the lake/pond water up to the private property line, may not be disturbed in any way.
5. Patrons above the age of 18, or minor children accompanied by a person over the age of 18, may utilize canoes or kayaks in the lakes in a manner that respects the privacy and quiet enjoyment of Property Owners abutting the lake. Patrons utilizing canoes or kayaks in the lakes or in any other recreational manner do so at their own risk.

CONSERVATION NOTICE

A significant number of lots located within the Southaven Community Development District (the “District”) are located next to District-owned conservation property. Specifically, the District’s property is subject to a conservation easement. A conservation easement is an agreement between the St. Johns River Water Management District and the owner of the conservation property, which is entered into for the purpose of preserving land and protecting water resources. As the demand for natural resources increases as a result of Florida’s population growth, conservation easements seek to ensure that Florida’s wildlife will have suitable homes and that current and future generations will have an opportunity to enjoy a healthy environment.

The conservation easement recorded on the District’s conservation property imposes many restrictions on the property, **including a prohibition on the removal or destruction of trees, shrubs or other vegetation located on the property.** It has come to the District’s attention that certain lot owners have conducted landscaping activities, or permitted such activities, on the District’s conservation property, including the removal of trees, shrubs and other vegetation. Please be aware that all lot owners are responsible for ensuring that any landscaping activities are being conducted on their lots and **NOT** the District’s property or in property subject to the conservation easement. Should the District be subject to any fine or penalty or otherwise be

adversely impacted as a result of a lot owner's landscaping activity in the District's conservation property, the District shall seek full recovery from such lot owner, including all fees and costs related to such

FACILITY RENTAL POLICIES

Patrons may reserve for rental certain portions of the Amenity Center for private events no more than six (6) times per calendar year. Patrons may reserve only one area at a time. The Manor House Meeting Room, combined Social Room and Meeting Room, and the Pool Pavilion are available for rental during regular hours of operation and reservations may not be made more than four (4) months prior to the event. Persons interested in doing so should contact the Amenity Manager regarding the anticipated date and time of the event to determine availability. Please note that the Amenity Center is unavailable for private events on Memorial Day Weekend, Labor Day Weekend or any other weekend on which a federal holiday falls on either a Monday or Friday (with exception of Martin Luther King Day, Washington's Birthday, Columbus Day and Veterans day) as well as the following holidays/weekends:

Easter Sunday	Memorial Day	4 th of July
Labor Day	Thanksgiving	Christmas Eve
Christmas Day	New Year's Eve	

The District retains the right to reserve the Amenity Center and additional facilities for District use at any time.

- (1) *Available Facilities:* The Manor House Meeting Room, combined Social Room and Meeting Room, and the Pool Pavilion are areas of the Amenity Center that are available for private rental (capacity, including guests, and rental fees are established by rule) for up to four (4) total hours (including set-up and post-event cleanup). The Meeting Room is the area on the first floor of the Manor House that can be enclosed by the sliding doors. The Social Room is the area on the first floor of the Manor House between the entry foyer and Meeting Room excluding any service or equipment closets. The Pool Pavilion is defined as the seating area below the wooden pergola and the adjacent lawn, which are located to the west of the pool.

The foyer of the Manor House including access to the elevator and the pool and pool deck area of the Amenity Center are not available for private rental and shall remain open to other Patrons and their Guests during normal operating hours.

The Patron renting any portion of the Amenity Center shall be responsible for any and all damage and expenses arising from the event.

- (2) *Rental Fees:* A non-refundable rental fee and refundable deposit will be charged according to the schedule below. A credit or debit card payment will be made at the Manager’s Office within ten (10) days from the reservation date.

Facility	Rental Fee Rate	Deposit
Manor House Meeting Room	\$75.00	\$200.00
Manor House Social and Meeting Room	\$200.00	\$500.00
Pool Pavilion	\$100.00	\$250.00

In compliance with building codes, no more than 53 people may occupy the Social Room and no more 17 people may occupy the Meeting Room at any time. The rental of the Pool Pavilion shall be limited to 20 people, including children.

- (3) *Staffing:* A non-refundable staffing fee for the provision of an Amenity Facilities Staff member shall be charged for Manor House Social and Meeting Room rental at a rate of \$25.00 per hour or \$100.00 per four (4) hour rental period. A payment for the total amount of the staffing fee shall be made to “Vesta Property Services, Inc.” and submitted to the Amenity Manager’s Office within (10) days of the reservation date. No Amenity Facility Staff is required for nor will be provided for a rental of the Pool Pavilion or Manor House Meeting Room. For events in excess of forty (40) people and/or events serving alcohol during operating hours, additional staff may be required at a rate of \$25.00 per hour.
- (4) *Reservations:* Patrons interested in reserving a room must submit to the Amenity Manager, no later than fourteen (14) days prior to the event, a completed Facility Use Application indicating the nature of the event, the number of guests that will be attending, the hours when the event will be held, and whether alcohol and/or food will be served. The Amenity Manager will determine if a special event agreement will need to be executed prior to use of the Amenity Center. Where determined by the Amenity Manager to be required, a properly executed special event agreement, along with all documentation required therein, must be received by the Amenity Manager no less than ten (10) days prior to the date of the event. The Amenity Manager will review the Facility Use Application on a case-by-case basis and has the authority to reasonably deny a request. Denial of a request may be appealed to the District’s Board of Supervisors for consideration.
- (5) *Deposit:* At the time of approval, a credit or debit card payment to **Southaven Community Development District** should be made at the Amenity Manager’s office at least ten (10) days from the reservation date, in order to reserve the room. The payment should be in an amount equal to the sum of the applicable rental fee plus the deposit set forth above. The District will issue a refund for the amount of the deposit following the event provided the Amenity Manager determines that there has been no damage to the facility and the facility has been properly cleaned after use. If the facility is not properly cleaned, the deposit will be kept for this purpose. To receive a full refund of the deposit, the following must be completed:

- Ensure that all garbage is removed and placed in the outdoor trash receptacle provided by the Amenity Facilities staff.
- Remove all displays, favors or remnants of the event.
- Restore the furniture and other items to their original position.
- Wipe off counters, tabletops and sink area.
- Replace garbage liner(s).
- Clean out and wipe down the refrigerator and all cabinets and appliances used. Clean any windows and doors in the rented room. Sweep the floor clean and wash off any spilled food or drink.
- Ensure that no damage has occurred to the Amenity Center and its property.

If additional cleaning is required, the Patron reserving the room will be liable for any expenses incurred by the District to hire an outside cleaning contractor. In light of the foregoing, Patrons may opt to pay for the actual cost of cleaning by a professional cleaning service hired by the District. The Amenity Manager shall determine the amount of deposit to return, if any.

(5) *General Policies:*

- Patrons are responsible for ensuring that their Guests adhere to the policies set forth herein.
- Rooms may be rented during the regular hours of operation of the Amenity Center.
- The volume of live or recorded music must not violate applicable St. Johns County noise ordinances.
- No glass, breakable items or alcohol are permitted in or around the pool deck area.
- No tape or adhesive may be applied to any District furniture or property or to any part of the interior or exterior of the Amenity Facility building.
- Additional liability insurance coverage will be required for all events that are approved to serve alcoholic beverages as further described in Item (4) of the General Amenity Center Provisions on page 4 herein and may be required for other events if the District or District Manager determine that such insurance is warranted.
- The District and District Manager reserve the right to schedule meetings and events at the Amenity Center for the District's Patrons and their Guests with no fee or deposit required. Such District or District Manager scheduled events may also be open to the public.

OVERNIGHT PARKING AND PARKING ENFORCEMENT RULES

In accordance with Chapter 190, Florida Statutes, and on August 5, 2020 at a duly noticed public meeting, the Board of Supervisors of the Southaven Community Development District (“District”) adopted the following policy to govern overnight parking and parking enforcement on certain District property. This policy repeals and supersedes all prior rules and/or policies governing the same subject matter.

Overnight Parking Prohibited

Overnight parking in the District-owned parking area depicted on the attached **Exhibit A** (“Parking Area” or “Tow-Away Zone”) shall not be permitted. With the exception of vehicles of service providers, guests and invitees parking on a temporary basis, all vehicles must be parked on the concrete driveway area of residence. Service and delivery vehicles may be parked in the parking lot during daylight hours for such a period of time as is reasonably necessary to provide service or make a delivery. In its sole discretion, the District reserves the right to authorize overnight parking for guests at the clubhouse. In the event, overnight parking is permitted; all vehicles so authorized must be identified by an Overnight Parking Pass. No trailers, campers, motor home or recreational vehicles, commercial vehicles, boat or utility trailers, boats, jet skis, personal watercraft or any watercraft may be parked or stored anywhere in the Parking Area.

Any vehicle or recreational equipment parked in violation of these rules may be towed by the District at the sole expense of the owner of such vehicle or recreational equipment if it remains in violation of the terms and conditions of this rule. The District shall not be liable to the owner of such vehicle or recreational equipment for trespass, conversion, damages, or otherwise, nor guilty of any criminal act by reason of such towing, and neither its removal nor failure of the owner of such vehicle or recreational equipment to receive any notice of said violation shall be grounds for relief of any kind. All towing shall be performed in accordance with Section 715.07, Florida Statutes.

The District Manager or his/her designee may authorize vendors/consultants in writing to park company vehicles overnight in Parking Area in order to facilitate District business. All vehicles so authorized must be identified by an Overnight Parking Pass.

Towing/Removal Procedures

A. Signage and Language Requirements. Notice of the Tow-Away Zone shall be approved by the District’s Board of Supervisors and shall be posted on District property in the manner set forth in Section 715.07, *Florida Statutes*. Such signage is to be placed in conspicuous locations, in accordance with Section 715.07, *Florida Statutes*.

B. Towing/Removal Authority. To effect towing/removal of a Commercial Vehicle, Vehicle, Vessel or Recreational Vehicle, the District Manager or his/her designee must verify that the subject Commercial Vehicle, Vehicle, Vessel or Recreational Vehicle was not authorized to park under this rule and then must contact a firm authorized by Florida law to tow/remove Commercial Vehicle, Vehicles, Vessels and Recreational Vehicles for the removal of such unauthorized vehicle at the owner’s expense. The Commercial Vehicle, Vehicle, Vessel or Recreational Vehicle shall be towed/removed by the firm in accordance with Florida law, specifically the provisions set forth in Section 715.07, *Florida Statutes*.

C. Agreement with Authorized Towing Service. The District’s Board of Supervisors is hereby authorized to enter into and maintain an agreement with a firm authorized by Florida law to tow/remove unauthorized vehicles and in accordance with Florida law and with the policies set forth herein.

Parking at Your Own Risk

Commercial Vehicles, Vehicles, Vessels or Recreational Vehicles may be parked on District property pursuant to this rule, provided however that the District assumes no liability for any theft, vandalism and/ or damage that might occur to personal property and/or to such vehicles.

SUSPENSION AND TERMINATION OF PRIVILEGES

A. Suspension and/or Termination of Privileges Relating to District Polices and Fees for All Amenity Facilities:

A Patron's privileges at any or all Amenity Facilities may be subject to various lengths of suspension or termination by the Amenity Manager, District Manager, or Board of Supervisors, in accordance with procedures identified below, and a Patron may also be required to pay restitution for any property damage, if a he or she:

1. Fails to abide by the District Policies and Fees for All Amenity Facilities established and approved by the Board of Supervisors.
2. Submits false information on facility applications.
3. Permits unauthorized use of an Access Card.
4. Exhibits unsatisfactory behavior, deportment or appearance.
5. Treats the personnel or employees of the District in an unreasonable or abusive manner.
6. Engages in conduct that is improper or likely to endanger the welfare, safety or reputation of the District.
7. Damages or destroys District property.

B. District Suspension and Termination Process:

In response to any violation of the rules, regulations, policies and procedures specified herein, including, but not limited to, those set forth in preceding paragraphs, the District shall follow the general process outlined below with regard to suspension or termination of a Patron's privileges:

1. First Offense - Written warning by staff of continued policy violations signed by the Patron/Guest and kept on file at the District Manager's Office.
2. Second Offense – Automatic suspension of all Amenity Facilities privileges for one (1) week; a written report will be created, signed by the Patron and kept on file at the District Manager’s Office.
3. Third Offense – Automatic suspension from all Amenity Facilities for an

appropriate duration in reasonable proportion to the severity of misconduct as determined by the Amenity Manager or District Manager, or until the suspension is considered by the Board of Supervisors at their next regularly scheduled meeting, whichever occurs first.

If the suspension is to be considered at the Board meeting, a complete record of all relevant documentation of misconduct at issue and previous documented offenses within the previous twelve (12) months will be presented to the Board for recommendation of suspension or possible termination of the Patron's privileges. The Board will determine the length of suspension or termination of Patron's privileges.

In the event(s) of a violation by a Patron's family member or Guest, the Board may determine that an offense is so egregious or violations recur with such frequency that the Patron as well as the Patron's family member or Guest may be subject to suspension or termination of privileges.

C. Immediate Suspension Relating to the Health, Safety, and Welfare of the Patrons and Damage to Amenity Facilities:

Notwithstanding anything contained herein, the District Manager and/or Amenity Manager may, at any time, restrict or suspend any Patron's privileges to use any or all of the Amenity Facilities when such action is necessary to protect the health, safety and welfare of other Patrons, or to protect the Amenity Facilities from damage. Such infraction, restriction, or suspension shall be imposed, in the discretion of the Amenity Manager or District Manager, for an appropriate duration in reasonable proportion to the severity of misconduct, or until the date of the next Board of Supervisors meeting, whichever occurs first. Such infraction, restriction, or suspension shall be documented by the District Manager and/or Amenity Manager imposing the same. The Board of Supervisors shall be notified to review this action at the next Board of Supervisors meeting, regardless of whether any action is required by the Board of Supervisors.

Patrons whose privileges have been suspended or terminated may request the determination reviewed by the District's Board of Supervisors pursuant to Section 3.0 of the District's Rules of Procedure. Any request for a hearing by the District's Board of Supervisors shall act to hold any such suspension being appealed in abeyance.