

**FISHHAWK COMMUNITY DEVELOPMENT
DISTRICT
&
FISHHAWK COMMUNITY DEVELOPMENT
DISTRICT II**

**RULES AND RATES FOR ALL
AMENITY FACILITIES**

Adopted on March 16, 2009

Amended on September 21, 2009

**Resident Services Located at:
Osprey Club
5721 Osprey Ridge Drive
Lithia, Florida 33547
(813) 657-6629**

Please note changes to the Rules and Rates made by the Board of Supervisors after March 16, 2009 are clearly identified with an asterisk (*).

DEFINITIONS

“Amenity Facilities” – 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 Osprey Club, Aquatic Club, Hawk Park, and Park Square, together with their appurtenant facilities and areas.

“Amenity Facilities Policies” or “Policies” – shall mean all Amenity Facilities Policies of Fishhawk Community Development District and Fishhawk Community Development District II, as amended from time to time.

“Amenity Manager” – shall mean the management company, including its employees, staff and agents, contracted by the District to manage all Amenity Facilities within the District, which facilities include, but are not limited to, the Osprey Club, Aquatic Club, Hawk Park, and Park Square.

“Annual User Fee” – shall mean the fee established by the District for any person that is not a member and wishes to become a Non-Resident Member. 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 Fishhawk Community Development District and Fishhawk Community Development District II’s Board of Supervisors.

“District” – shall mean the Fishhawk Community Development District and Fishhawk Community Development District II.

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

“Family” – shall mean a group of individuals living under one roof or head of household. This can consist of individuals who have not yet attained the age of eighteen (18), together with their parents or legal guardians. This does not include visiting relatives, or extended family not residing in the home.

“Guest” – shall mean any person or persons who are invited and accompanied for the day by a Patron to participate in the use of the Amenity Facilities.

“Non-Resident” – shall mean any person or persons that do not own property within the District.

“Non-Resident Member” – shall mean any person or Family not owning property in the District who is paying the Annual User Fee to the District for use of all Amenity Facilities.

“Patron” or “Patrons” – shall mean Residents, Non-Resident Members, and Renters; who are fourteen (14) years of age and older.

“Renter” – shall mean any tenant residing in a Resident’s home pursuant to a valid rental or lease agreement.

“Resident” – shall mean any person or family owning property within the District.

ANNUAL USER FEE STRUCTURE

The annual user fee for persons not owning property within the District is \$1600.00 per family which shall be reviewed each year in conjunction with the adoption of the annual Fiscal Year budgets for Fishhawk Community Development District and Fishhawk Community Development District II (“the Districts”). The fee includes all amenities within the Districts. This fee will cover membership to all Amenity Facilities for one (1) full year from the date of receipt of payment by the District. This fee must be paid in full at the time of the completion of the Non-Resident Member application. Each subsequent annual membership fee shall be paid in full on the anniversary date of application for membership. Such fee may be increased, not more than once per year, by action of the Board of Supervisors, to reflect increased costs of operation of the amenity facilities; such increase may not exceed ten percent (10%) per year. This membership is not available for commercial purposes.

FACILITY ACCESS CARDS

One (1) Facility Access Card will be issued to all members of each Resident’s Family, Non-Resident Members and Renters that have been designated as the beneficial user of the Resident’s membership; this includes all children fourteen (14) years of age and older. There is a \$10.00 charge to replace any lost or stolen cards. All Patrons will be required to sign an amenity facilities registration form upon receiving their access card.

RENTER’S PRIVILEGES

- (1) Residents 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 Resident’s membership privileges for purposes of Amenity Facilities use.
- (2) In order for the Renter to be entitled to use the Amenity Facilities, the Renter must acquire a membership with respect to the residence which is being rented or leased. A Renter who is designated as the beneficial user of the Resident’s membership shall be entitled to the same rights and privileges to use the Amenity Facilities as the Resident.
- (3) During the period when a Renter is designated as the beneficial user of the membership, the Resident shall not be entitled to use the Amenity Facilities with respect to that membership.
- (4) Residents shall be responsible for all charges incurred by their Renters which remain unpaid after the customary billing and collection procedure established by the District. Resident owners are responsible for the department of their respective Renter.
- (5) Renters shall be subject to such other rules and regulations as the Board may adopt from time to time.

GUEST POLICY

- (1) **All Pools** – Patrons sixteen (16) and seventeen (17) years of age are only permitted to bring one (1) Guest each. A Family, as defined in these policies is limited to a maximum of four (4) total Guests. One of the Family members must be eighteen (18) years of age or older in order to bring up to four (4) total guest.
- (2) **Fitness Center** – No Guest are allowed in the Fitness Center at anytime. Patrons may bring a trainer to the Fitness Center for personal training session only.
- (3) Patrons ages fourteen (14) years of age and older are permitted to bring one (1) Guest to all other amenities except the pools or Fitness Center. That Guest must be fourteen (14) years of age or older and have proper identification to verify age when being accompanied by a Patron fourteen (14) years of age or older.
- (4) Guests must be accompanied by a Patron when using any amenity facility (**excluding Park Square**). Patron will be responsible for any damages caused by Guests while using facilities.

GENERAL FACILITY PROVISIONS

- (1) The Board reserves the right to amend, modify, or delete, in part or in their entirety, these Rules and Policies when necessary, at a duly-noticed Board meeting, and will notify the Patrons of any changes. However, in order to change or modify rates or fees beyond the increases specifically allowed for by the District's rules and regulations, the Board must hold a duly-noticed public hearing on said rates and fees.
- (2) All Patrons must have their assigned access card upon entering the amenities. Cards are only to be used by the Patron they are issued to.
- (3) Children under fourteen (14) years of age must be accompanied by a parent or adult Patron aged eighteen (18) or older.
- (4) All hours of operation of Amenity Facilities will be established and published by the District. The Clubhouse Facilities will be closed on the following holidays: Easter, Thanksgiving Day, Christmas Day and New Year's Day. The Clubhouse Facilities may also have limited hours of operation or be closed on Christmas Eve and New Year's Eve with Board authorization.
- (5) Dogs and all other pets (with the exception of Service Animals) are not permitted at the Clubhouse Facilities and pools. Where Service Animals are permitted on the grounds, they must be leashed. Patrons are responsible for picking up after all pets as a courtesy to residents and in accordance with the law.

- (6) Alcoholic beverages shall not be served or sold, nor permitted to be consumed on the Amenity Facilities premises unless at Park Square which is a designated “Wet Zone” and at pre-approved private parties at designated amenity facilities listed in this policy manual. Alcoholic beverages may also be served at District pre-approved special events.
- (7) Vehicles must be parked in designated areas. Vehicles should not be parked on grass lawns, or in any way which blocks the normal flow of traffic.
- (8) Fireworks of any kind are not permitted anywhere on the Amenity Facilities or adjacent areas.
- (9) Only District employees and staff are allowed in the service areas of the Amenity Facilities.
- (10) The Board of Supervisors (as an entity) and the District Manager, the Amenity Manager and its staff shall have full authority to enforce these policies.
- (11) Smoking is not permitted anywhere in the amenity facilities.
- (12) Guests must be accompanied by a Patron while using the Amenities.
- (13) Patrons must present their Access Cards when requested by staff at any Amenity Facility.
- (14) All Patrons must use their card for entrance to the Amenity Facility. All lost or stolen access cards should be reported immediately to the Amenity Center Manager. There will be a \$10.00 replacement card fee.
- (15) Disregard for any Amenity Facilities rules or policies may result in expulsion from the facility and/or loss of Amenity Center privileges in accordance with the procedures set forth herein.
- (16) Patrons and their guests shall treat all staff members with courtesy and respect.
- (17) Golf carts, off-road bikes/vehicles (including ATV’s), and motorized scooters are prohibited on all property owned, maintained, and operated by the District or at any of the Amenities within District unless they are owned by the District.
- (18) Skateboarding is not allowed on any District Amenity Facility Property, this includes but is not limited to: the amenity facilities, tennis courts, basketball courts, athletic fields, playground area, bridge areas, and sidewalks surrounding this area. Skateboarding is only allowed at the Skate Park located in the District, which may be subject to additional fees.
- (19) Commercial advertisements shall not be posted or circulated in the Amenity Facilities. Petitions, posters or promotional material shall not be originated, solicited, circulated or posted on Amenity Facilities property unless approved in writing by the Amenity Manager.

- (20) The Amenity Facilities shall not be used for commercial purposes without written permission from the Amenity Manager and the District Manager. The term “commercial purposes” shall mean those activities which involve, in any way, the provision of goods or services for compensation.
- (21) Firearms or any other weapons are not permitted in any of the Amenity Facilities.
- (22) The Amenity Manager reserves the right to authorize all programs and activities, including the number of participants, equipment and supplies usage, facility reservations, etc., at all Amenity Facilities, except usage and rental fees that have been established by the Board. The Amenity Manager also has the right to authorize management-sponsored events and programs to better serve the Patrons, and to reserve any Amenity Facility for said events (if the schedule permits) and to collect revenue for those services provided. This includes, but is not limited to, various athletic events and programs, and children’s programs, social events, etc. Should the District be entitled to any of these revenues based on its established rental or usage fees, the Amenity Manager will be required to compensate the District accordingly.
- (23) There is no trespassing allowed in all designated wetland conservation and/or mitigation areas located on District property. Trespasser will be reported to the local authorities.
- (24) Loitering (the offense of standing idly or prowling in a place, at a time or in a manner not usual for law-abiding individuals, under circumstances that warrant a justifiable and reasonable alarm or immediate concern for the safety of persons or property in the vicinity) is not permitted at any Amenity Facility.
- (25) All Patrons shall abide by and comply with any and all federal, state and local laws and ordinances while present at or utilizing the Amenity Facilities, and shall ensure that any minor for whom they are responsible also complies with the same.
- (26) Various areas of all Amenity Facilities are under twenty-four (24) hour video surveillance.
- (27) Outdoor grilling is prohibited at all amenity facilities unless at a District pre-approved special event.

LOSS OR DESTRUCTION OF PROPERTY OR INSTANCES OF PERSONAL INJURY

Each Patron and each guest as a condition of invitation to the premises of the 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 center, whether in lockers or elsewhere.

No person shall remove from the room in which it is placed or from the Amenity Facilities’ premises any property or furniture belonging to the District or its contractors without proper authorization. Amenity Facilities Patrons shall be liable for any property damage and/or personal injury at the Amenity Facilities, or at any activity or function operated, organized, arranged or sponsored by the District or its contractors, caused by the member, 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.

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 Facilities' premises, shall do so at his or her own risk, and shall hold the Amenity Facility, the District, the Board of Supervisors, District employees, District representatives, District contractors, District agents, harmless for any and all loss, cost, claim, injury damage or liability sustained or incurred by him or her, resulting there from 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.

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 Facility operator or it's 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 Facility 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).

GENERAL FISHHAWK AMENITY FACILITY USAGE POLICY

All Patrons and Daily Guests using the Amenity Facilities 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. Violation of the District's Policies and/or misuse or destruction of Amenity Facility equipment may result in the suspension or termination of District Amenity Facility privileges with respect to the offending Patron or Guest. The District may pursue further legal action and restitution in regards to destruction of Amenity Facility property or equipment.

Hours: The District Amenity Facilities are available for use by Patrons during normal operating hours to be established and posted by the District.

Emergencies: After contacting 911 if required, all emergencies and injuries must be reported to the office of the District Manager (813) 933-5571.

Persons using the Amenity Facilities do so at their own risk. Amenity Manager's staff members are not present to provide personal training, exercise consultation or athletic

instruction, unless otherwise noted, to Patrons or Guests. Persons interested in using the Amenity Facilities are encouraged to consult with a physician prior to commencing a fitness program.

GENERAL RULES FOR ALL SWIMMING AND WADING POOLS

****NO LIFEGUARD ON DUTY – SWIM AT YOUR OWN RISK****

- (1) All Patrons must use their assigned access card issued to them upon entering the pool area. At any given time, a family may accompany a maximum of four (4) total guests to the swimming pools.
- (2) Children under fourteen (14) years of age must be accompanied by a Parent or Adult Patron at all times for usage of the pool facility.
- (3) Radios, tape players, CD players, MP3 players and televisions, and the like are not permitted unless they are personal units equipped with headphones.
- (4) Swimming is permitted only during designated hours, as posted at the pool. Swimming after dusk is prohibited by the Florida Department of Health. During the posted hours Patrons swim at your own risk while adhering to swimming pool rules.
- (5) Showers are required before entering the pools, water park, or using the water slide.
- (6) Glass containers are not permitted in the pool area.
- (7) Alcoholic beverages are not permitted in the pool area.
- (8) No jumping, pushing, running or other horseplay is allowed in the pool or on the pool deck area.
- (9) Hanging on the lane lines and interfering with the lap-swimming lane is prohibited.
- (10) 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 swim suit over the swim diaper, to reduce the health risks associated with human waste in the swimming pool/deck area.
- (11) Play equipment, such as floats, rafts, snorkels, dive sticks, and flotation devices must meet with Amenity Staff approval prior to use. The facility reserves the right to discontinue usage of such play equipment during times of peak or scheduled activity at the pool, or if the equipment provides a safety concern.
- (12) Diving is strictly prohibited at all pools, with the exception of Swim Team competitions pre-approved by the Board of Supervisors.
- (13) Swimming Pool hours will be posted. Pool availability may be limited or rotated in order to facilitate maintenance of the facility. Depending upon usage, the pool may be closed for various periods of time to facilitate maintenance and to maintain health code regulations.

- (14) Any person swimming during non-posted swimming hours may be suspended from using the facility and possibly all the facilities.
- (15) Proper swim attire must be worn in the pool.
- (16) No chewing gum is permitted in the pool or on the pool deck area.
- (17) For the comfort of others, the changing of diapers or clothes is not allowed at pool side.
- (18) No one shall pollute the pool. Anyone who does pollute the pool is liable for any costs incurred in treating and reopening the pool.
- (19) Remote controlled water craft are not allowed in the pool area.
- (20) Pool entrances must be kept clear at all times.
- (21) No swinging on ladders, fences, or railings is allowed.
- (22) Pool furniture is not to be removed from the pool area.
- (23) Loud, profane, or abusive language is absolutely prohibited.
- (24) No physical or verbal abuse will be tolerated.
- (25) Chemicals used in the pool may affect certain hair or fabric colors. The District is not responsible for these effects.
- (26) Pets, (with the exception of service animals), bicycles, skateboards, roller blades, and scooters are not permitted on the pool deck area inside the pool gates at any time.
- (27) The Amenity Staff reserves the right to authorize all programs and activities, with regard to the number of guest participants, equipment, supplies, usage, etc., conducted at the pool, including Swim Lessons, Aquatic/Recreational Programs and Home Owner's Association Sponsored Events.

***AQUATIC TOY AND RECREATIONAL FLOATATION DEVICE POLICY**

- (1) *Aquatic toys and equipment are not permitted in the pool. Prohibited items include, but are not limited to, rafts, kickboards, inner tubes, scuba gear, swim fins, balls, Frisbees, inflatable objects, or other similar water play items.
- (2) *Exceptions are Coast Guard approved personal floatation devices, kickboards for lap swimming/swim classes, masks, goggles, water wings, and water toys for organized special events.
- (3) *Amenity Management Staff has the final say regarding the use of any and all recreational floatation devices at all pools.

FECES POLICY FOR ALL SWIMMING AND WADING POOLS

- (1) If contamination occurs, the pool will be closed for twenty four (24) hours and the water will be shocked with chlorine to kill the bacteria. If contamination occurs at the Aquatic Club, both pools will be closed down for twenty four (24) hours per the Florida Department of Health guidelines.
- (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.

AQUATIC CLUB SLIDE PROCEDURES

- (1) You must shower prior to using the slide. Patrons use the slide at your own risk.
- (2) One person at a time may go down the slide. Failure to abide by this policy will result in expulsion from the Aquatic Club for the day.
- (3) No flotation devices are allowed on the water slide.
- (4) All Patrons and Guests must wait for the light to turn green before proceeding down the slide.
- (5) Absolutely NO stopping on the slide.
- (6) No running on stair or slide deck.
- (7) Climbing on rocks is not permitted.
- (8) For safety reasons, pregnant women and persons with health conditions or back problems should not use the water slide.
- (9) Children/infants are NOT permitted to go down the slide sitting on a Patron's lap.
- (10) All Patrons and Guests must go down the slide seated, feet first and facing forward. Head first is prohibited and will result in expulsion from the Aquatic Club for the day.

THEATER POLICIES

- (1) Patrons eight to thirteen (8-13) years old are eligible to obtain a Theater Card.
- (2) Dry snacks only are permitted in the Theater.
- (3) All Patrons and Guests are expected to clean their area when movie is over.
- (4) Proper attire required. **No bathing suits permitted in the Theater.**

- (5) Patrons are not authorized to operate the Video Equipment.
- (6) Movies with a rating of G or PG will be shown. PG-13 and Rated R movies will not be shown unless Patrons rents the Theater exclusively for a private viewing.
- (7) The fee to rent the Theater is \$75.00 from 12:00pm to 5:00pm and \$125.00 from 6:00pm to 11:00pm. Such fee may be increased, not more than once per year, by action of the Board of Supervisors, to reflect increased costs of operation; such increase may not exceed ten percent (10%) per year.

OSPREY CLUB FITNESS CENTER POLICIES

All Patrons and guests using the Fitness Center are expected to conduct themselves in a responsible, courteous and safe manner in compliance with all policies and rules of the 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 may pursue further legal action and restitution in regards to destruction of Amenity Facility property or equipment.

Please note the Fitness Center is an unattended facility. Persons using the facility do so at their own risk. Staff is not present to provide Personal Training or Exercise Consultation to Patrons. Persons interested in using the Fitness Center are encouraged to consult with a physician prior to commencing a fitness program.

- (1) **Hours:** The Fitness Center is open for use by Patrons during normal operating hours to be established and posted by the District.
- (2) **Emergencies:** All emergencies and injuries must be reported to the Amenity Staff as well as the District Manager at (813) 933-5571.
- (3) **Eligible Users:** Patrons and Guest sixteen (16) years of age and older are permitted to use the Fitness Center during designated operating hours. No one under the age of sixteen (16) is allowed in the Fitness Center at anytime. Patron or Guest must provide proof of age if requested by Staff to use the Fitness Center.
- (4) **Guest Policy:** No Guest are allowed in the Fitness Center at anytime. Patrons may bring a trainer to the Fitness Center for personal training session only.
- (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) **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 (no jeans), and/or sweat suits (no swimsuits).
- (7) **General Policies:**

- Each individual is responsible for wiping off fitness equipment after use.
- Use of personal trainers is not permitted in the Fitness Center unless pre-approved by the District.
- Hand chalk is not permitted to be used in the Fitness Center.
- Radios, tape players and CD players are not permitted unless they are personal units equipped with headphones.
- Weights or other fitness equipment may not be removed from the Fitness Center.
- Please limit use of cardiovascular equipment to thirty (30) minutes and step aside between multiple sets on weight equipment if other persons are waiting.
- 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.
- Any fitness program operated, established, and run by Amenity Staff may have priority over other users of the Fitness Center.

BASKETBALL, VOLLEYBALL AND ROLLER HOCKEY COURT FACILITY POLICIES

All Patrons and guests using the Basketball, Volleyball, and Roller Hockey Court Facilities 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 Facility equipment may result in the suspension or termination of Facility privileges. The District may pursue further legal action and restitution in regards to destruction of Amenity Facility property or equipment. Guests may use the Basketball, Volleyball, and Roller Hockey Court Facilities if accompanied by an adult Patron.

Please note that the Basketball, Volleyball, and Roller Hockey Court Facility are unattended Facilities 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 use.

- (1) **Hours:** The Basketball, Volleyball, and Roller Hockey Court Facilities are available for use by Patrons during normal operating hours which are posted. These facilities may not be rented, and work on a first come first serve basis.
- (2) **Emergencies:** All emergencies and injuries must be reported to the Amenity Staff as well as the District Manager at (813) 933-5571.
- (3) **Proper Attire:** Proper basketball 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.
- (4) **General Policies:**
 - The Basketball and Roller Hockey Court Facility is for the play of Basketball and Roller Hockey only. Pets, roller blades, bikes, skates, skateboards, and scooters are prohibited at the facility.

- Beverages are permitted at the Basketball, Volleyball, and Roller Hockey Court Facility if contained in non-breakable containers with screw top or sealed lids. No glass containers are permitted on the basketball, volleyball, or roller hockey courts.
- Alcoholic beverages are not permitted on Basketball, Volleyball, or Roller Hockey Courts.
- Anyone under the age of fourteen (14) is not allowed to use the Basketball, Volleyball, or Roller Hockey Court Facilities unless accompanied by an adult Patron.
- The Basketball, Volleyball, and Roller Hockey Courts are available on a first come, first serve basis. It is recommended that persons desiring to use the Basketball, Volleyball, or Roller Hockey Court check with the Amenity Staff to verify availability in case they are reserved for programs or closed for maintenance. Use of the Basketball, Volleyball, or Roller Hockey Court is limited to one (1) hour when others are waiting.
- Proper Basketball, Volleyball, and Roller Hockey etiquette shall be adhered to at all times. The use of profanity or disruptive behavior is prohibited.
- Persons using the Basketball, Volleyball, or Roller Hockey Court Facility must supply their own equipment.
- Please clean up the courts and surrounding areas after use.

SOFTBALL FIELD POLICIES

- The softball field is open from 8:00am to 10:00 pm, Monday thru Sunday.
- Usage works on a first come first serve basis, unless otherwise programmed by District.
- Schedules of programs will be posted.
- Usage of the softball fields by organizations charging a fee is strictly prohibited unless pre-approved by the District.
- Usage of the softball fields by Guest, unless accompanied by a Patron, is strictly prohibited.

TENNIS COURT POLICIES

- The tennis courts are open from 8:00am-10:00 pm, Monday thru Sunday.
- Usage works on a first come first serve basis, unless otherwise programmed by the District.
- Schedules of programs will be posted.
- Proper attire is required.
- Patrons and Guest must supply their own equipment.
- Use of glass containers on the tennis court is not permitted.

SKATE PARK POLICIES

All Patrons and guests using the Skate Park Facilities 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 Facility equipment may result in the suspension or termination of

Facility privileges. The District may pursue further legal action and restitution in regards to destruction of Amenity Facility property or equipment. Guests may use the Skate Park Facilities if accompanied by an adult Patron.

Please note that the Skate Park Facility is unattended. Facilities 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 use.

- (1) **Hours:** The Skate Park Facilities are available for use by Patrons from 9:00 am to Dusk, Monday thru Sunday. These facilities may not be rented, and work on a first come first serve basis.
- (2) **Emergencies:** All emergencies and injuries must be reported to the Amenity Staff as well as the District Manager at (813) 933-5571.
- (3) **General Policies:**
 - The Skate Park is closed for inclement weather.
 - All Patrons and Guest must obtain a Skate park pass from the Resident Services Office located at the Osprey Club. Guest will need to purchase their pass at the following fees: **The Day Pass is \$5.00 and the Lifetime Pass is \$50.00. Such fees may be increased, not more than once per year, by action of the Board of Supervisors, to reflect increased costs of operation; such increase may not exceed ten percent (10%) per year.**
 - Children under the age of eighteen (18) must have a parent or legal guardian sign the Skate park waiver. Babysitters, caretakers, and grandparents are not authorized signers.
 - Bicycles and scooters are not permitted on the ramps at the Skate Park.
 - Ripsticks are permitted.
 - All skaters are required to wear safety equipment at all times. This equipment includes protective helmets, elbow pads, knee pads, and wrist/hand guards.
 - No glass containers permitted at the Skate Park.
 - Smoking or profanity is not permitted.
 - All Skate park rules are posted and included on the Waiver. Failure to abide by the rules can result in the revocation of the Skate park Pass.
 - There is a cost of \$25.00 to replace lost Skate park passes.

PARK SQUARE POLICIES

Curfew and Loitering Policy:

Juveniles under the age of eighteen (18) are not permitted in Park Square or parking lot of Park Square between dusk and 6:00 am daily with the following exceptions:

- Juvenile is accompanied by a parent, guardian or other responsible adult
- The juvenile is at work or in the process of going to or coming home from their place of employment at Park Square
- The juvenile is in front of his or her own residence

- The juvenile is conducting legitimate and specific business at the park or establishment located at Park Square

In addition, this policy states that the Hillsborough County Sheriff's Department and employees of the Amenity Management company have the authority to disperse large crowds of juveniles who congregate in the park or parking lot areas with no real purpose, at any time of day.

The District hereby gives permission to the Hillsborough County Sheriff's Department to enforce this policy by doing the following:

(This applies to deputies working off-duty for the District as well as deputies on regular patrol)

- Give juveniles fair warning at first recognition of violation of policy
- Issue *Trespass Warnings*, at deputy's discretion, to juveniles who fail to obey the policy
- Violators who have been issued *Trespass Warnings* and subsequently return to the park prior to the warning's expiration, may be arrested for trespassing
- Anyone found guilty of vandalism or other illegal activity while on District property will be prosecuted to the fullest extent of the law with no exceptions

The intent of this policy is to protect the property of the District as well as the interests of the residents of the District while patronizing the businesses of Park Square.

General Policies:

- (1) The entire Park, to the curb (along both streets) and to the parking lot is zoned as a 'wet zone'. Drinking appropriately and responsibly is permitted by anyone 21 years old or older. NO drinking in the streets or parking lot.
- (2) No vehicles, except emergency vehicles will be allowed in the Park.
- (3) Bicycles should only be ridden on the perimeter sidewalks, in other areas they should be parked outside the main traffic area or walked through that area.
- (4) No skateboarding allowed anywhere in the park.
- (5) No rollerblading allowed in the Park, blades should be off in the same areas as bikes are walked.
- (6) No foot propelled or motorized scooters allowed within the park area. They must be walked or parked outside the main traffic area.
- (7) Park hours are from dawn until Park Lights go off
- (8) Fountain hours will fluctuate with the seasons, but turn off no later than 10:00 pm.
- (9) The Outdoor Living Area Television is on from 9:00am to 10:00pm, unless otherwise controlled.
- (10) The Park is a 'self clean' Park; everyone is expected to clean up after themselves.

- (11) Dogs (on leashes) are allowed in the Park, except in the fountain area (County pool regulations) and on the amphitheater seating grass area.
- (12) Appropriate swimwear is required in the fountain area.
- (13) No glass of any kind is allowed in the “Wet Zone” of the fountain.
- (14) No inappropriate language will be tolerated.
- (15) The stairwells/stairways and elevators are to be used only for customers of the shops and offices of the Park.
- (16) Tables along the Park are for people enjoying the Park and/or the Park activities. Chairs should be left at each table, so tables can be used by everyone.
- (17) Dangerous horse play, use of profanity, or disruptive behavior will not be tolerated.
- (18) Disrespect of Staff members will result in immediate expulsion from Park Square for the day. On the second offense, a trespass warning will be given.

PLAYGROUND POLICIES

- (1) Children under the age of eight (8) must be accompanied by an adult.
- (2) No roughhousing on the playground.
- (3) Persons using the playground must clean up all food, beverages and miscellaneous trash brought to the playground. Glass containers are prohibited.
- (4) The use of profanity or disruptive behavior is absolutely prohibited.
- (5) Alcoholic beverages are not permitted on the playground.
- (6) Inflatable equipment, such as bounce houses, is not permitted at the playground.

FISHING AND POND POLICIES

Patrons may fish from ponds located within the District. We ask that you respect your fellow landowners and access the Ponds through the proper access points. The District operates under a catch and release policy for all fish caught in the Ponds. The Ponds serve as storm water management purposes and are not to State Code for keeping or consuming your catch. The purpose of these bodies of water is to help facilitate the District’s natural water system for stormwater runoff.

General Polices:

- Swimming is prohibited in all ponds on District property.
- No watercrafts of any kind are allowed in any of the ponds on District property.

- Parking along the county right of way or on any grassed area near the ponds is prohibited. It is recommended that residents wishing to fish in the ponds walk or ride bicycles.
- Continued violation of this policy will result in the immediate reporting to local law enforcement authorities.
- There is a 20 foot District owned buffer surrounding each pond for District maintenance purposes.
- Homeowners whose lot abuts the pond are responsible for mowing, weeding and trash removal to the water's edge.

IBIS PARK POLICIES

- (1) Inflatable play equipment is not permitted.
- (2) The pavilion works on a first come first serve basis. No reservations are required.
- (3) Grills of any kind are not permitted.
- (4) Patrons must take all trash with them when leaving Ibis Park.
- (5) Parking is not available at Ibis Park.
- (6) Park hours are dawn to dusk, Monday thru Sunday.

***FACILITY RENTAL POLICIES** **OSPREY CLUB, AQUATIC CLUB AND HAWK PARK**

Patrons may reserve for rental certain portions of the Amenity Center for private events. Only one (1) room or portion of the facility is available for rental during regular hours of operation and reservations may not be made more than six (6) months prior to the event. Persons interested in doing so should contact the Resident Services Office regarding the anticipated date and time of the event to determine availability. Please note that all the facilities are unavailable for private events on the following holidays:

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

The pool and pool deck area of the facilities 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 facility shall be responsible for any and all damage and expenses arising from the event.

***Reservations:** Patrons interested in reserving a room must submit to the Resident Services Office a completed Facility Rental Application. At the time of approval, the

fees associated with the rental **must** be submitted to the Resident Services Office in order to reserve the room. One payment should be in the amount of the room rental fee and the other payment should be in the amount of Two Hundred Dollars (\$200.00) as a deposit. All checks and money orders are made payable to the **Fishhawk CDD or Fishhawk CDD II** depending on which District the facility you are renting is located in. The Resident Services Office will review the Facility Rental 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. Reservations for Charity Events must be made at least ninety (90) days in advance of event and are contingent on District Board approval.

Available Facilities: The following areas of District are available for private rental (capacity; rental fee established by rule, time frame available) for up to five (5) total hours, including set up and post-event cleanup.

- **Hawk Park Clubhouse, Twenty- five (25) Person Capacity**
 - **12:00pm to 5:00pm, \$50.00**
 - **6:00pm to 11:00pm, \$100.00**
- **Osprey Clubhouse, Forty-five (45) Person Capacity**
 - **12:00pm to 5:00pm, \$75.00**
 - **6:00pm to 11:00pm, \$125.00**
- **Aquatic Club, Fifty (50) Person Capacity**
 - **12:00pm to 5:00pm, \$100.00**
 - **6:00pm to 11:00pm, \$150.00**

Staffing: One (1) staff person is required to work during the five (5) hour Facility Rental. Should alcohol be added to the Facility Rental, an additional staff person is required by the District to work, as such, an additional one hundred dollar (\$100.00) rental fee will be added to the total amount owed.

Deposit: As stated previously, deposit in the amount of Two Hundred Dollars (\$200.00) is required by the time the reservation is approved. To receive a full refund of the deposit, the following must be completed:

- Ensure you are present for the duration of the rental.
- Ensure that all garbage is removed and placed in the dumpster.
- Remove all displays, favors or remnants of the event.
- Restore the furniture and other items to their original position.
- Wipe off counters, table tops, chairs and sink area.
- Replace garbage liner.
- Clean out and wipe down the refrigerator, microwave, oven, and all cabinets and appliances used.
- Clean any windows, doors, and mirrors in the rented room.
- Sweep and mop floor.
- Ensure that no damage has occurred to the Amenity Center and its property.

General Policies:

- Patrons are responsible for ensuring that their guests adhere to the policies set forth herein.
- Rooms may be rented outside of the regular hours of operation of the facility. Please contact the Resident Services Office for details relating to additional rental cost, staffing cost/availability, and facility availability. Please note: All Facility Rental Policies remain in force for these special circumstances and the District has final say in these matters.
- Rental fees and deposits may be increased, not more than once per year, by action of the Board of Supervisors, to reflect increased costs of operation of the amenity facilities; such increase may not exceed ten percent (10%) per year.
- The volume of live or recorded music must not violate applicable Hillsborough County Noise Ordinances.
- Additional liability insurance coverage may be required for all events that are approved to serve alcoholic beverages. This policy also pertains to certain events the District feels should require additional liability coverage on a case by case basis to be reviewed by the District Manager or Board of Supervisors. The Districts are to be named on these policies as an additional insured party.

INDEMNIFICATION

Each organization, group or individual reserving the use of an Amenity Facility (or any part thereof) agrees to indemnify and hold harmless the District, the owners of the Amenity Facility and the owner's officers, agents and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity, for injuries, death, property damage of any nature, arising out of, or in connection with, the use of the District.

FACILITY RENTAL POLICIES **PALMETTO CLUB**

PREMISES RENTED; RENTAL PERIOD

The District is the lawful owner, operator and manager of certain property located at 17004 Dorman Road, Lithia, Florida, 33547, which includes a ballroom (the "Ballroom"), a separate conference room (the "Conference Room"), and an outdoor garden and terrace area (the "Garden" or "Garden/Terrace"). The Ballroom, Conference Room, Garden, and their adjoining roadways, walkways, entrances, exits, and appurtenances may, from time to time, be referred to collectively as the "Premises."

The parties understand (but do not warrant) that the Ballroom comprises of approximately 5,954 square feet of heated space that can be subdivided into three (3) separate sections by portable wall and space dividers (hereafter, the "Ballroom Sections"). If the Ballroom is not subdivided into the Ballroom Sections, it may be referred to as the "Grand Ballroom".

Available Facilities: The following areas of District are available for private rental:

Grand Ballroom
Magnolia Ballroom
Hibiscus Ballroom
Gardenia Ballroom
The Garden/Terrace
The Conference Room

PAYMENT TERMS; DEPOSIT

In exchange for the use and rental of the above-described property for the duration of the Rental Period, Lessee shall pay to the District a Rental Payment, which is computed as follows:

Room	Monday – Thursday	Friday & Sunday	Saturday
Grand	\$1,000	\$2,500	\$3,600
Magnolia	\$600	\$1,500	N/A
Hibiscus	\$400	\$800	N/A
Gardenia	\$400	\$800	N/A
Garden & Veranda	\$500 w/room	\$600 w/room	Included
Conference Room/Bridal Suite	\$200 / 4 hour	\$200 / 4 hour	Included

***Event times are 10:00 am – 4:00 pm, 6:00 pm - Midnight**

Should lessee require additional time beyond the allotted time frame, the cost will be as follows:

1 Hour Prior:	No Charge	1 Hour Following:	\$150.00
2 Hours Prior:	\$75.00	2 Hours Following:	\$300.00
3 Hours Prior:	\$150.00		
4 Hours Prior:	\$175.00		

****Additional time is granted based on the availability of The Palmetto Club****

*****Rental fees and Deposits may be increased, not more than once per year, by action of the Board of Supervisors, to reflect increased costs of operation; such increase may not exceed ten percent (10%) per year.**

If Lessee fails to tender the entire Deposit amount in the time prescribed herein or if such payment tendered by Lessee is returned for insufficient funds, the District may, at its sole discretion, cancel this Agreement and retain any funds tendered by Lessee as liquidated damages and without any further recourse to Lessee.

Short Reservation Period. Lessee shall pay the entire rental fee, including damage deposit, in full at the time of contract signing when the rental period is less than sixty (60) days out from the contract date.

Final Payment. Lessee shall pay the District the remaining balance of the Rental Payment (the “Final Payment”) on or before sixty (60) days prior to the beginning time of the Rental Period.

Damages Deposit. In addition to the Deposit and the payments described above, Lessee shall pay the District an additional Damages Deposit of Five Hundred and 00/100 Dollars (\$500.00) on or before the time Lessee remits the Final Payment. The District shall return the Damages Deposit to Lessee within thirty (30) days from the end of the Rental Period if no damages to any part of the Premises are found. The District may retain all or any part of the Damages Deposit that the District determines, in its sole discretion, is necessary to repair any damages to any part of the Premises that, in the District’s reasonable belief, was caused by or attributable to Lessee’s, or any of Lessee’s guests, invitees, vendors, agents, employees, or related entities use of the Premises. Damages, for purposes of this section, may include any cleanup costs incurred by the District as a result of Lessee’s use of the Premises. If the District retains any part of the Damages Deposit, the District shall notify Lessee within thirty (30) days from the end of the Rental Period, in writing, of the amount the District shall retain and provide a brief explanation or notation as to the nature or type of damages that were incurred. This section is not intended to be, nor shall it be construed as, any type of limitation on the District’s right to assert claims against Lessee, or Lessee’s invitees, guests, vendors, employees, or contractors for any additional damages incurred over and above the Damages Deposit.

Tent Fee. If Lessee has rented the Garden as part of this Rental Agreement and wishes to stage an outdoor tent (with the approval of the District) during the Rental Period, Lessee shall, in addition to all of the payments described above, pay the District an additional One Hundred and 00/100 Dollars as a non-refundable Tent Fee. Lessee shall pay the Tent Fee, if applicable, no later than the date the Final Payment is due.

USE OF THE PREMISES

Upon payment of all the fees and deposits described herein, Lessee shall be entitled to the reasonable and lawful use and enjoyment of the part(s) of the Premises Lessee has rented under this Agreement for the duration of the Rental Period. Lessee’s use, however, shall be confined to those reasonable uses that relate to the type of event described above, which Lessee hereby acknowledges as being the only use(s) for which Lessee has rented any part of the Premises.

Compliance with Laws. During Lessee’s use of the rented Premises, Lessee shall not violate or attempt to violate any law, statute, ordinance, or agency regulation, and shall comply with all requests made by local law enforcement officials and their agents when made that relate, in any way, to Lessee’s use of the Premises. Lessee shall make every effort to ensure that Lessee’s invitees, guests, vendors, agents, and employees comply with all laws, statutes, ordinances, and agency regulations while they are on or about the Premises.

Cleanup. Lessee assumes full and sole responsibility for all aspects of cleaning the rented Premises in connection with the event described herein. Cleanup shall include, but not be limited to, placing all trash and refuse in appropriate receptacles, removing all property that does not belong to the District from the Premises, returning all District furnishings to their original

positions, cleaning any kitchen areas, bussing tables, and turning off all running appliances as directed by the District.

Late Fees. As stated above, the Rental Period consists of a beginning time and an ending time. Lessee hereby assumes full responsibility for vacating, cleaning, and returning all parts of the rented Premises to the District in the same condition as they were in when Lessee took possession of the Premises by no later than the ending time of the Rental Period. Lessee shall pay a Late Fee to the District of one hundred fifty dollars (\$150.00) for each additional partial to full hour that it, its agents, or property possess the facility. The District may, at its sole discretion, deduct any Late Fee from the Damages Deposit retained by the District.

Weather Conditions. Lessee acknowledges that weather conditions in Florida are subject to drastic and unexpected changes at any time. Lessee assumes the risk that its use of any portion of the Premises located outside, including the Garden, may be severely impacted by adverse weather conditions. Lessee shall not be relieved from any obligations under the Agreement as a result of the weather.

Ingress and Egress. Lessee's rental and use of the Premises described herein includes those doorways and accesses necessary to provide ingress and egress to and from the rented parts of the Premises. However, Lessee hereby acknowledges that if Lessee does not rent the Garden area of the Premises, then it will be impossible to enter any part of the Ballroom or Conference Room from the Garden.

Smoking Area. Lessee acknowledges that the only areas designated for smoking have been shown to Lessee and are as follows: (1) The area located by the main entrance to the foyer; (2) the Garden area, if rented; and (3) the loading area for vendors if no food or food related items are present. Lessee shall not smoke nor shall Lessee allow any of its guests, invitees, vendors, agents, employees, or contractors to smoke in any area other than the designated smoking areas.

Premises Leased "As Is". Lessee agrees to accept the part(s) of the Premises rented under this Agreement, as well as the exits, entrances, and appurtenances thereto "as is." The District shall have no obligation to alter or modify any part(s) of the Premises under the Agreement.

Garden Tables & Chairs Not Included. Lessee hereby acknowledges that neither the Rental Payment nor anything within this Agreement shall be construed as imposing any obligation on the part of the District to provide tables or chairs for Lessee's use of the Garden (if the Garden has been rented under this Agreement). Lessee assumes sole responsibility for providing suitable outdoor tables and chairs for Lessee's use of the Garden under the Agreement.

Contemporaneous Use. Lessee acknowledges that its rental and use of the Premises under this Agreement may be contemporaneous with or overlap third parties' rental and usage of other parts of the Premises not rented by Lessee under this Agreement. Further, Lessee acknowledges that its rental and use of the Premises under this Agreement may precede or follow third parties' rental and usage of the same parts of the Premises rented by Lessee under the Agreement. As such, it may be necessary for the appurtenances and facilities on the Premises, including without limitation the entrances, exits, parking areas, receiving areas, restroom facilities, storage areas, hallways, and utilities and water service available for the use of Lessee and its invitees, guests, agents, employees, contractors, and vendors under the Agreement to be shared with third parties unrelated to Lessee, the District, or the event that is the subject of the Agreement. The District shall have sole and exclusive discretion and authority to schedule all such contemporaneous

usage of the Premises. Lessee shall comply with all directions provided by the District relating to such scheduling or shared usage. Lessee shall not enter nor shall Lessee permit any of Lessee's guests, invitees, agents, vendors, employees, or contractors to enter into any part of the Premises or appurtenance thereto that Lessee has not rented under the Agreement.

Alcoholic Beverages. Lessee shall abide by all federal, state, county, and municipal laws, ordinances, and regulations regarding the provision, sale, or service of alcoholic beverages. Lessee shall not allow or permit the sale or service of alcoholic beverages to third parties on the Premises during, before, or after the Rental Period except through a duly licensed vendor and only after having first obtained the prior approval of the District. Lessee shall confine all consumption of alcoholic beverages to the area(s) of the Premises Lessee has rented under this Agreement. Lessee shall cause all of Lessee's guests, invitees, vendors, contractors, agents, and employees to abide by the terms and conditions of this paragraph.

Requirements and Restrictions. In addition to the obligations and requirements set forth herein, Lessee shall: (1) be present on the part(s) of the Premises rented under the Agreement for the entire Rental Period; (2) comply and cooperate with all reasonable requests and directions made by authorized agents and employees of the Club relating to the Premises rented; (3) supervise or require adequate adult supervision of all minor guests and invitees; (4) promptly notify the Club of any damages to the Premises or any property of the District that Lessee becomes or reasonably should become aware of; (5) obtain all licenses, permits, union and trade organization clearances required under law in connection with the event described above; (6) obtain and maintain any insurance, including worker's compensation insurance, that may be required under Florida and federal law in connection with the event described above; (7) comply with and/or obtain (at Lessee's cost) compliance with all Florida and federal laws, including without limitation the Americans with Disabilities Act, in connection with the event described above; and (8) confine all loading and unloading relating to the event described above to the loading dock area located in the back of the building (facing Palmettoside Street).

In addition to the restrictions described herein, **Lessee shall not**, nor shall Lessee allow any of its guests, invitees, agents, employees, vendors, or contractors to do any of the following: (1) breach any term or condition of this Agreement; (2) smoke in any area of the Premises except the designated smoking area described above; (3) **hang any banner, overhead sign, disco ball, or sound or lighting equipment from any part of any ceiling, support beam, pillar, wall, or roof on the Premises;** (4) move or adjust any furniture or portable wall on the Premises; (5) distribute or use any item with adhesive backing while on the Premises, including without limitation any form of **adhesive taping;** (6) distribute, use, or ignite any open flame while on the Premises, **except reasonably sized candles** placed in a safe manner within **glass contained candle holders on top of tables;** (7) place any hot item, including without limitation serving trays, bowls, or plates, on any table in the Premises unless a cork pad is placed immediately under said item; (8) bring, use, or distribute any form of hay, straw, **bird seed, rice** or **glitter** on the Premises; (9) bring any animal or pet onto any part of the Premises, except for seeing eye or handicap-assistance dogs; (10) bring, use, or distribute any **unanchored helium filled balloons** on the Premises without first obtaining the Club's prior consent; (11) bring, use, or operate any machinery, power equipment, flammable substance, explosive or incendiary device, flash powder, stage device, prop, or laser on the Premises without first obtaining the Club's prior consent and then, only in a safe manner in compliance with all local fire and safety regulations; (11) bring, use, or distribute any hazardous, dangerous, or illegal substance or material onto the Premises; (12) bring, use, or operate any kind of **fog machine** on the Premises; (13) **block**, bolt, or lock **any access, door, entrance, or exit** on the Premises during the Rental Period; (14) park

any automobile or otherwise block any fire lane, service road, loading dock area, or other area that is marked "No Parking"; (15) move, obstruct, or conceal any firefighting or emergency equipment on the Premises; (16) photograph, record, film, videotape, broadcast, or re-broadcast any audio or visual performance, except with prior consent from both the performer and the Club; and (17) bring or use any drapes, curtains, table coverings, skirts, carpets, or other similar cloth materials on the Premises that are not flame retardant.

Maximum Occupancy. Lessee shall not permit, invite, or admit a greater number of persons onto the rented Premises than can safely and freely move about within said areas. In no event shall Lessee permit, invite, or admit a number of persons onto the rented Premises that exceeds the maximum lawful occupancy of such areas.

EVENT COORDINATION

Event Specialist; Vendor List. Lessee acknowledges that the District has provided Lessee with the name, address, and telephone number of an individual responsible for coordinating events on the Premises on behalf of the District (hereafter, the "Event Specialist"). Lessee further acknowledges that the District has provided Lessee with a vendor list to be completed by Lessee, which will describe by name, address, and telephone number, each of the various vendors, agents, employees, and companies or individuals hired (or to be hired) by Lessee, including any of their respective subcontractors or sub-subcontractors, relating to the event described above (hereafter, the "Vendor List").

Coordination with Event Specialist. Lessee shall meet with the Event Specialist at least sixty (60) days prior to the beginning of the Rental Period to discuss and coordinate all details concerning the event described in the Agreement. Lessee shall be responsible for providing any and all information requested by the District or the Event Specialist relating to the event described above. Lessee shall provide and deliver to the Event Specialist a final number/head count of all guests and invitees who will attend the event described above and a completed Vendor List of all vendors Lessee has retained or intends to retain in connection with the event described above no later than seven (7) days prior to the beginning of the Rental Period.

CANCELLATION

Upon cancellation, Lessee shall be subject to forfeiture of all rental deposits (excluding damage deposits) and Lessee shall be responsible for payment of entire rental fee. Lessee's damage deposit (if collected) shall be returned within thirty (30) days of said cancellation.

The District may cancel the Rental Agreement for any reason by providing written notice to the Lessee on or before sixty (60) days from the beginning of the Rental Period. If the District cancels the Agreement and Lessee has not breached, terminated, or otherwise cancelled this Agreement, the District shall then promptly return to Lessee all payments tendered by Lessee to the District.

The District may cancel the Rental Agreement at any time, including the date(s) of the Rental Period, in the event of natural disaster, war, riot, labor strike, walkout or lockout, approaching or impending hurricane, tropical storm, or other major weather event, or any other act of God, in which event the District shall return to Lessee all payments tendered by Lessee to the District. In all events, the District's liability to Lessee shall never exceed the total amount that Lessee tendered to the District under the Agreement.

Lessee shall not cancel the Agreement and thereafter ATTEMPT TO enter into a subsequent agreement with the District relating to any part of the Premises for any time SET FORTH within the Rental Period OF THE AGREEMENT. Nor shall Lessee attempt to modify the Agreement to alter, DELETE, ADD, change, or amend the area(s) of the Premises rented. LESSEE SHALL NOT ATTEMPT TO SELL, ASSIGN, OR OTHERWISE TRANSFER ANY OF LESSEE'S RIGHTS UNDER THE AGREEMENT FOR COMMERCIAL OR PECUNIARY GAIN.

MISCELLANEOUS

Consent and Waiver. No consent or waiver, express or implied, by any party hereto of any breach or default by any other party hereto in the performance of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by such party of the same or any other obligations of such party hereunder. Failure on the part of any party to complain of any act or failure to act of another party or to declare another party in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of its rights hereunder.

SUSPENSION AND TERMINATION OF ADULT PRIVILEGES

- (1) Privileges at the amenity facilities can be subject to suspension or termination by the Board of Supervisors if a Patron:
 - Submits false information on the application for an access card.
 - Permits unauthorized use of an access card.
 - Exhibits unsatisfactory behavior or appearance.
 - Fails to abide by the Rules and Policies established for the use of facilities.
 - Treats the personnel or employees of the facilities in an unreasonable or abusive manner.
 - Engages in conduct that is improper or likely to endanger the welfare, safety or reputation of the facility or Staff.
- (2) Management may at any time restrict or suspend any Patron's privileges to use any or all the amenity facilities when such action is necessary to protect the health, safety and welfare of other Patrons and their guests, or to protect the District's facilities from damage.
- (3) The District shall follow the process below in regards to Suspension or Termination of an Adult Patrons privileges:
 - a. First Offense - Verbal warning by staff of violations which shall be recorded by staff and kept on file in the Resident Services Office.
 - b. Second Offense - Written warning by staff of continued violations signed by Patron and held on file in the Resident Services Office.
 - c. Third Offense – Automatic suspension of all amenity privileges for thirty (30) days, and written report signed by Patron and filed in the Resident Services Office.
 - d. Fourth Offense – Suspension of all amenity privileges until the next Board of Supervisors Meeting. At the Board meeting, a record of all previous offenses will

be presented to the Board for recommendation of termination of Patrons privileges for one (1) calendar year (or some shorter amount of time at the Board's discretion).

- (4) Notwithstanding the foregoing, at any time an Adult Patron is arrested for an act committed, or allegedly committed, while at any District Facility, that Adult Patron shall have all amenity privileges suspended until the next Board of Supervisors meeting. At the Board meeting, the Board will be presented with the facts surrounding the arrest and the Board may make a recommendation of termination of the Patron's privileges for one (1) calendar year (or some shorter amount of time at the Board's discretion).

SUSPENSION AND TERMINATION OF MINOR PRIVILEGES

At the discretion of Amenity Facilities Staff, Minors (*children under the age of eighteen (18)*), who violate the rules and policies may be expelled from the facilities for one (1) 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 at the Resident Services Office.

Any Minor who is expelled from the facilities three (3) times in a one year period, shall have their amenity facilities privileges suspended for one (1) calendar year from the date of the third offense.

Notwithstanding the foregoing, at any time a Minor is arrested for an act committed, or allegedly committed, while at any District Facility, that minor shall have all amenity privileges suspended until the next Board of Supervisors meeting. At the Board meeting, the Board will be presented with the facts surrounding the arrest and the Board may make a recommendation of termination of the Patron's privileges for one calendar year (or some shorter amount of time at the Board's discretion).

INDEMNIFICATION

Each organization, group or individual reserving the use of CDD facilities agrees to indemnify and hold harmless the Fishhawk Community Development District and Fishhawk Community Development District II ("District") and the amenity management firm, and the respective officers, agents and employees of each, from any and all liability, claims, actions, suits or demands by and person, corporation or other entity, for injuries, death, property damage of any nature, arising out of or in connection with, the use of the district lands, premises and / or facilities, including litigation or any appellate proceeding with respect thereto. Nothing herein shall constitute or be construed as a waiver of the District's sovereign immunity granted pursuant to Section 768.28, Florida Statutes.

The District and its agent, employees and officers shall not be liable for, and the Resident or Non-Resident Club Member user shall releases all claims for injury or damage to or loss of personal property or to the person, sustained by the user or any person claiming through the user resulting from any fire, accident, occurrence, theft or condition in or upon the District's lands, premises and/or facilities.

NATURAL BUFFER AREAS POLICY STATEMENT

The following is the policy statement of the District as it regards the natural tree protection, wetland and upland buffer areas that are scattered in large numbers throughout the Community. The policy statement is consistent with the policies of other governments including Hillsborough County, and Southwest Florida Water Management District (SWFWMD) as it regards their natural, conservation tree protection and wetland conservation/preservation areas:

The natural areas are not intended to be maintained. These areas are to be left untouched to allow for nature to take its normal course. Vegetation that dies including, but not limited to trees are left to fulfill their role in nature's process.

Trees, within or immediately adjacent to these areas, that have died and appear to pose a threat of falling and damaging an abutting property owner's property may be addressed by the abutting property owner after securing permission to remedy the situation from the CDD and all required permits from all authorities having jurisdiction including Hillsborough County, and SWFWMD. Such abutting property owner must initially contact the CDD for permission to address the removal or remediation of the threatening situation and shall then be responsible for any needed permitting or review by Hillsborough County, and SWFWMD. Permitted trimming and/or removal, where warranted, shall be done at the expense of the abutting property owner. The goal is to minimize disturbance to these areas.

In the event that a tree does fall onto another's property, that property owner has the right to cut back or limb the tree as necessary to their individual property line. The rest of the tree is to be left as is. This would also pertain to normal maintenance, which would allow an owner to trim back any encroaching vegetation to their property line. No one is allowed to encroach into the natural areas for any reason, from maintenance to placement of personal property of any kind.

The above policies were adopted by the Board of Supervisors for the Fishhawk Community Development District per Resolution 2009-04 and the Fishhawk Community Development District II per Resolution 2009-06 on March 16, 2009 at a duly noticed public meeting.
