

TWO CREEKS COMMUNITY DEVELOPMENT DISTRICT

**Rules, Policies and Fees
For the
Amenity Facilities
Adopted – May 22, 2008**

Amended – September 11, 2014

**Two Creeks Amenity Center
1365 Tynes Blvd.
Middleburg, FL 32068**

DEFINITIONS

“Amenity Facilities” or “Amenity” – 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 center, together with their appurtenant facilities and areas.

“Amenity Facilities Policies” or “Policies” – shall mean these Amenity Facilities Policies of Two Creeks Community Development District, 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.

“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 User. 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 Two Creeks Community Development District’s Board of Supervisors.

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

“District” – shall mean the Two Creeks Community Development District.

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

“Non-Resident” – shall mean any person or group of persons residing within a single residential unit and not owning property in the District who is paying the Annual User Fee to the District for use of all Amenities.

“Non-Resident User” – 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 Users, and Renters/Leaseholders who are eighteen (18) years of age and older.

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

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

TWO CREEKS ANNUAL USER FEE

The Annual User Fee for any Non Resident is \$3000.00 per year. This payment must be paid in full at the time of completion of the Non-Resident user application and the corresponding agreement. This fee will permit the use of all Amenity Facilities for one (1) full year from the date of receipt of payment by the District. Each subsequent renewal shall be paid in full on the anniversary date of application for use of the Amenity Facilities by Non Residents. 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. The use of the Amenity Facility is not available for commercial purposes.

GUESTS

- (1) 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 and membership.
- (2) Each Patron may bring no more than five (5) persons as guests to the Amenities at one time unless the Patron has reserved a room at the Amenity and has paid the required usage fee. In the event the Patron has rented a room at the Amenity, the number of Guests shall be limited by the room policies.

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.
- (2) In order for the Renter to be entitled to use the Amenity Facilities, the Renter must complete the Non Resident user application and sign the accompanying agreement. The Annual User Fee will then be waived for the Renter. 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 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.
- (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 Renter.
- (5) Renters shall be subject to such other rules and regulations as the Board may adopt from time to time.

GENERAL FACILITY PROVISIONS

All Patrons and 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 Board reserves the right to amend, modify, or delete, in part or in their entirety, these Policies when necessary, at a duly-noticed Board meeting, and will notify the Patrons of any changes. 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.

- (1) Children under thirteen (13) years of age must be accompanied at all times by a parent or adult Patron over eighteen (18) years of age.
- (2) Dogs and all other pets (with the exception of Seeing Eye dogs) are not permitted at the Amenity Facilities.
- (3) Each residence is issued two (2) facility access cards. If a card is lost or damaged a replacement card may be purchased for \$25.
- (4) 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.
- (5) Fireworks of any kind are not permitted anywhere at or on the Amenity Facilities or adjacent areas.
- (6) The Board of Supervisors (as an entity) and the District Manager shall have full authority to enforce these policies.
- (7) Smoking is not permitted at any of the Two Creeks Amenity Facilities or lands.
- (8) Glass and other breakable items are not permitted at any Amenity Facility.
- (9) Patrons and their Guests shall treat all staff members with courtesy and respect.
- (10) Off-road bikes/vehicles are prohibited on all property owned, maintained and operated by the District or on any of the Amenity Facilities.
- (11) The District will not offer childcare services to Patrons or Guests at any of the Amenity Facilities.

- (12) Skateboarding and rollerblading are not allowed on the Amenity Facilities property at any time. This includes, but is not limited to, the Amenity Center, tennis courts, basketball courts, athletic fields, playground area, and sidewalks surrounding these areas.
- (13) Events/Performances at any Amenity Facility, including those by outside entertainers, must be approved in advance by the District Manager.
- (14) Alcoholic beverages are not permitted at any District owned facility or property at anytime.
- (15) Commercial advertisements shall not be posted or circulated in the Amenity Facilities. Except as may otherwise be permitted by law, petitions, posters or promotional material shall not be originated, solicited, circulated or posted on Amenity Facilities property unless approved in writing by the District Manager.
- (16) The Amenity Facilities shall not be used for commercial purposes. The term "commercial purposes" shall mean those activities which involve, in any way, the provision of goods or services for compensation.
- (17) Firearms or any other weapons are not permitted in any of the Amenity Facilities.
- (18) The District 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.
- (19) 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.
- (20) All Patrons and each Guest 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.

LOSS OR DESTRUCTION OF PROPERTY OR INSTANCES OF PERSONAL INJURY

- (1) Each Patron and each Guest, as a condition of use of the Amenity Facilities, assumes sole responsibility for his or her property. The District and its contractors shall not be responsible for the loss or damage to any private property used or stored on or in any of the Amenity Facilities.
- (2) No person shall remove from the room in which it is placed, or from any Amenity Facility, any property or furniture belonging to the District or its contractors without proper authorization from the District Manager or the Board. 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,

which is caused by the Patron or the Patron's Guest or family member(s). The District reserves the right to pursue any and all legal and equitable measures necessary to remedy any losses it suffers due to property damage or personal injury caused by a Patron or the Patron's Guest or family member(s).

- (3) 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 Facilities' owners, the District, the Board of Supervisors, District employees, District representatives, District contractors and District agents, harmless from any and all loss, cost, claim, injury, damage or liability sustained or incurred by him or her, resulting there from and/or from any act of omission of the District, or their respective operators, supervisors, employees, contractors or agents. Any Patron shall have, owe, and perform the same obligation to the District and their respective operators, supervisors, employees, representatives, contractors, and agents hereunder with respect to any loss, cost, claim, injury, damage or liability sustained or incurred by any Guest or Patron.
- (4) Should any party bound by these Policies bring suit against the District, the Board of Supervisors or staff, agents or employees of the District, or any Amenity Facility operator or its officers, employees, representatives, contractors or agents in connection with any event operated, organized, arranged or sponsored by the District or any other claim or matter in connection with any event operated, organized, arranged or sponsored by the District, and fail to obtain judgment therein against the District or the Amenity Facilities' operators, officers, employees, representatives, contractors or agents, said party bringing suit shall be liable to the prevailing party (i.e. the District, etc.) for all costs and expenses incurred by it in the defense of such suit, including court costs and attorney's fees through all appellate proceedings.

AMENITY FACILITY OPERATIONS

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 Amenity Services Group (phone number 904-535-0971) or District Office 904-436-6270.

Please note that the Amenity Facilities are unattended facilities. Persons using the Amenity Facilities do so at their own risk. Additional 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 SWIMMING POOL RULES

NO LIFEGUARD ON DUTY – SWIM AT YOUR OWN RISK

- (1) Children under thirteen (13) years of age must be accompanied at all times by a parent or adult Patron during usage of the pool facility.
- (2) No diving, jumping, pushing, running or other horseplay is allowed in the pool or on the pool deck area.
- (3) Hanging on the lane lines, interfering with the lap-swimming lane, and diving are prohibited.
- (4) Radios, tape players, CD players, MP3 players and televisions are not permitted unless they are personal units equipped with headphones.
- (5) Swimming is permitted only during designated hours as posted at the pool, and such hours are subject to change at the discretion of the District Manager. Swimming after dusk is prohibited by the Florida Department of Health. Patrons and Guests swim at their own risk and must adhere to swimming pool rules at all times.
- (6) Showers are required before entering the pool.
- (7) Alcohol and glass containers are prohibited.
- (8) Children under three (3) years of age, and those who are not reliably toilet trained, must wear rubber lined swim diapers, as well as a swimsuit over the swim diaper, to reduce the health risks associated with human waste in the swimming pool/deck area.
- (9) The usage of play equipment, such as floats, rafts, snorkels, dive sticks, and flotation devices are not permitted.
- (10) 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.
- (11) Pets (except Seeing Eye dogs), bicycles, skateboards, roller blades, scooters and golf carts are not permitted on the pool deck area or inside the Amenity Facilities.
- (12) The District Manager reserves the right to authorize all programs and activities (including the number of participants, equipment and supplies usage, etc.) conducted at the pool, including swim lessons and aquatic/recreational programs.
- (13) Any person swimming during non-posted swimming hours may be suspended from using the facility.
- (14) Proper swim attire (no cutoffs) must be worn in the pool.
- (15) No chewing gum is permitted in the pool or on the pool deck area.
- (16) For the comfort of others, the changing of diapers or clothes is not allowed poolside.
- (17) No one shall pollute the pool. Anyone who pollutes the pool is liable for any costs incurred in treating and reopening the pool.
- (18) Radio controlled water craft are not allowed in the pool area.
- (19) Pool entrances must be kept clear at all times.
- (20) No swinging on ladders, fences, or railings is allowed.
- (21) Pool furniture is not to be removed from the pool area.
- (22) Loud, profane, or abusive language is absolutely prohibited.

- (23) No physical or verbal abuse will be tolerated.
- (24) Tobacco products are not allowed in the pool area.
- (25) Illegal drugs are not permitted.
- (26) The District is not responsible for lost or stolen items.
- (27) Chemicals used in the pool/spa may affect certain hair or fabric colors. The District is not responsible for these effects.
- (28) The Amenity Center pool and covered lanai area may not be rented at anytime; however, access may be limited at certain times for various District functions, as approved by the Board.

SWIMMING POOL: FECES POLICY

- (1) If contamination occurs, the pool will be closed for twelve (12) hours or until remedied so that remedial measures may be taken to ensure safe swimming conditions.
- (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.

FITNESS TRAINING ROOM POLICIES

Eligible Users: Patrons and Guests sixteen (16) years of age and older are permitted to use the District fitness training room during designated operating hours. No children under the age of sixteen (16) are allowed in the District fitness training room at any time.

Food and Beverage: Food (including chewing gum) is not permitted within the District fitness training room. Beverages, however, are permitted in the District fitness training room if contained in non-breakable containers with screw top or sealed lids. Alcoholic beverages are not permitted. Smoking is not permitted in the fitness training room.

- (1) Appropriate attire and footwear (covering the entire foot) must be worn at all times in the District fitness training room. Appropriate attire includes t-shirts, tank tops, shorts, leotards, and/or sweat suits (no swimsuits).
- (2) Each individual is responsible for wiping off fitness equipment after use.
- (3) Use of personal trainers is permitted in the District fitness training room per approval of the District Manager.
- (4) Hand chalk is not permitted to be used in the District fitness training room.
- (5) Radios, tape players and CD players are not permitted unless they are personal units equipped with headphones.
- (6) No bags, gear, or jackets are permitted on the floor of the District fitness training room or on the fitness equipment.
- (7) Weights or other fitness equipment may not be removed from the District fitness centers.
- (8) Please limit use of cardiovascular equipment to thirty (30) minutes and step aside between multiple sets on weight equipment if other persons are waiting.
- (9) Please be respectful of others. Allow other Patrons and Guests to also use equipment, especially the cardiovascular equipment.
- (10) Please replace weights to their proper location after use.

- (11) 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.

TENNIS FACILITY POLICIES

All Patrons and guests using the Tennis Facility are expected to conduct themselves in a responsible, courteous and safe manner in compliance with all policies and rules of the Two Creeks Community Development District governing the amenity facilities. Disregard or violation of the District's policies and rules and misuse or destruction of Tennis Facility equipment may result in the suspension or termination of Tennis Facility privileges. Guests may use the Tennis Facility if accompanied by an adult Patron.

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

Policies:

1. Proper tennis etiquette shall be adhered to at all times. The use of profanity or disruptive behavior is prohibited.
2. Persons using the Tennis Facility must supply their own equipment (rackets, balls, etc.).
3. The Tennis Facility is for the play of tennis only. Pets, roller blades, bikes, skates, skateboards, and scooters are prohibited from the tennis facility.
4. Beverages are permitted at the Tennis Facility if contained in non-breakable containers with screw top or sealed lids. No glass containers are permitted on the tennis courts. Alcoholic beverages are not permitted on tennis courts.
5. No chairs other than those provided by the District are permitted on the tennis courts.
6. Lights at the Tennis Facility must be turned off after use.

VOLLEYBALL COURT POLICIES

All Patrons and guests using the Volleyball Court are expected to conduct themselves in a responsible, courteous and safe manner in compliance with all policies and rules of the Two Creeks Community Development 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. Guests may use the Volleyball Court if accompanied by an adult Patron.

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

- (1) *Hours:* The Volleyball Court is available for use by Patrons during normal operating hours which are posted. These facilities may not be rented.

(2) *Proper Attire:* Proper attire is required at all times while on the courts.

(3) *General Policies:*

- Proper volleyball etiquette shall be adhered to at all times. The use of profanity or disruptive behavior is prohibited.
- Persons using the facility must supply their own equipment.
- The Volleyball Court is for the play of volleyball only. Pets, bikes, skates, skateboards, and scooters are prohibited from use at the facility.
- Beverages are permitted at the Volleyball Court if contained in non-breakable containers with screw top or sealed lids. No glass containers are permitted on the Volleyball Courts. Alcoholic beverages are not permitted on volleyball courts.
- No chairs other than those provided by the District are permitted on or surrounding the volleyball court.
- Children under the age of twelve (12) are not allowed to use the Facility unless accompanied by an adult Patron.

BASKETBALL FACILITY POLICIES

All Patrons and guests using the Basketball Facility are expected to conduct themselves in a responsible, courteous and safe manner in compliance with all policies and rules of the Two Creeks Community Development 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. Guests may use the Basketball Facility if accompanied by an adult Patron.

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

(1) *Hours:* The Basketball Facility are available for use by Patrons during normal operating hours which are posted.

(2) *Proper Attire:* Proper basketball or athletic shoes and attire are required at all times while on the courts. No black soled shoes. No cutoffs, swimsuits, or jeans allowed at the facility.

(3) *General Policies:*

- Proper basketball etiquette shall be adhered to at all times. The use of profanity or disruptive behavior is prohibited.

- Persons using the basketball facility must supply their own equipment .
- The Basketball Facility is for the play of basketball only. Pets, roller blades, bikes, skates, skateboards, and scooters are prohibited from use at the facility.
- Beverages are permitted at the Basketball Facility if contained in non-breakable containers with screw top or sealed lids. Alcoholic beverages are not permitted.
- No chairs other than those provided by the District are permitted on the basketball courts.
- Lights at the basketball facility must be turned off after use.
- Children under the age of ten (10) are not allowed to use the Facility unless accompanied by an adult Patron.

DISTRICT PLAYGROUND/TOT LOT POLICIES

- (1) Children under the age of eight (8) must be accompanied by an adult Patron.
- (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) Patrons and Guests who use the playground do so at their own risk.
- (6) The playgrounds may not be reserved or rented by Patrons; however, they may be reserved by the District for District-sponsored events or functions.

GENERAL PURPOSE ATHLETIC FIELDS

Patrons reserve the large general purpose athletic field (Multi-Purpose Field) or various open athletic fields surrounding the Two Creeks Amenity Center by submitting a request to the District Manager for approval by the Board of Supervisors at a Board Meeting. These fields are open to all Patrons for use from dawn to dusk, seven (7) days a week. These fields are not to be used for events other than athletic events, Board approved reservations, or District sponsored events. Should you have any questions regarding this policy please contact the District Manager or the Two Creeks Center.

TWO CREEKS ROOM AT THE AMENITY CENTER: RENTAL POLICIES

Residents and Non-Resident Users may reserve the Two Creeks Room through the Amenity Services Group (District Representative) office for various meetings, classes, events, etc. for a maximum of five (5) hours per event. The five (5) hour limitation can only be exceeded upon specific authorization from the Board. Patrons may not reserve the Two Creeks Room more than four (4) times in any twelve (12) month period. The maximum number of persons attending any event shall not exceed twenty-five (25) persons. Reservation of the Two Creeks Room is on a first come, first serve basis and is subject to approval by the District Representative. Upon

application for use of the Two Creeks Room, the District Representative will determine if a paid attendant will be necessary. If an attendant is necessary, the party requesting the Two Creeks Room will be required to pay the costs associated with the attendant. The Two Creeks Room will not be available for use on the following days:

December 24 th	December 25 th
December 31 st	January 1 st
Easter Sunday	July 4 th
Memorial Day	Labor Day
Thanksgiving Day	

The amenity center is not available for rentals during Memorial Day Weekend, Labor Day Weekend or any other weekend on which a federal holiday falls on either a Monday or Friday.

The Two Creeks pool and pool area, including the surrounding decks and furniture, is not available for reservation and shall remain open to all Patrons and their guests during normal operating hours.

Use of the Kitchen Facilities (refrigerator, microwave..) in the Rental Room are for private rental use only.

A **refundable** deposit in the amount established by District rule is required and will be returned after the function is complete provided there is no evidence of damage to the facility.

A cleanup fee in the amount established by District rule is required for all functions. Amenity Services Group should be contacted to make proper arrangements regarding the reservation of the Two Creeks Room and to obtain the amounts of the deposit and cleanup fee.

No open burning or campfires are allowed at the Amenities.

Below are the policies and guidelines set forth and agreed upon by the Board and District Manager regarding events in the Two Creeks Room:

Policies

- (1) Applicant must be a Patron who will be responsible for ensuring that their Guests adhere to the policies set forth herein.
- (2) All applicants will be required to fill out and sign the District's Facility Room Rental Form per the District Manager's office.
- (3) Additional Event Liability Insurance coverage in the amount of One Million Dollars (\$1,000,000) will be required for all events that are approved to serve alcoholic beverages. This policy regarding insurance coverage also pertains to certain events the District determines should require additional Event Liability coverage on a case by case basis (to be reviewed by the District Manager or the Board of Supervisors). The District shall be named as an additional insured party on any such policies, and a certificate of

insurance illustrating the appropriate coverage amount and parties is to be provided to the District Manager prior to the event.

- (4) Event guests are allowed to utilize the pool during the scheduled time for the event. No wet clothing or towels are allowed in the amenity rental room.
- (5) Patrons are not allowed to bring or use personal grills or smokers at the Two Creeks Amenity Center.

Schedule of Fees/Deposits

- (1) A non-refundable room rental fee for the Two Creeks Room will be charged as follows: \$50.00 for up to 25 guests. A final guarantee (number) of Guests is to be conveyed to the District Representative no later than five (5) days before the date of the scheduled event. In absence of a final guarantee, the number indicated on the original agreement will be considered correct. A check shall be made out to the “**Two Creeks Community Development District**” and submitted to the District Manager’s Office.
- (2) A **refundable** security deposit of \$300.00 shall be charged to the persons making the reservation and shall be submitted to the Amenity Services Group Office in the form of a separate check (which shall be made payable to the “Two Creeks Community Development District”). To receive a full refund of the deposit, the following must be completed:
 1. Ensure that all garbage is removed and placed in the dumpster.
 2. Remove all displays, favors or remnants of the event. (No adhesives permitted on walls or windows)
 3. Wipe off and restore the furniture and other items to their original position.
 4. Wipe off counters, table tops and sink area.
 5. Ensure that no damage has occurred to the Two Creeks Room and its surrounding property and facilities if used by Patron and their guests.

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 District Manager shall determine the amount of deposit to be returned, if any.

Indemnification

Each organization, group or individual reserving the use of a Amenity Facility (or any part thereof) agrees to indemnify and hold harmless the District, its officers, agents, contractors and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity, for injuries, death, property damage of any nature, arising out of, or in connection with, the use of the District lands, premises and/or Amenity Facilities, including litigation or any appellate proceeding with respect thereto. Nothing herein shall constitute or be construed as a waiver of the District’s sovereign immunity granted pursuant to Section 768.38, Florida Statutes.

AMENITY PAVILION POLICIES

Resident and Non-Resident Users may reserve the Amenity Pavilion for private events by contacting the Management Office. Reservations will be on a first come, first serve basis and are subject to approval by the Amenity Manager and/or District Manager. Reservations will be put on the calendar and posted at the facility. In the event that there is no reservation for a specific date, the pavilion will become available on a first come, first serve basis to those interested in utilizing it.

Policies

- (1) The Resident or Non-Resident User utilizing the Pavilion shall be responsible for thoroughly cleaning the Pavilion and its surrounding area subsequent to their use so that it is in as good as condition as existed prior to their use. Should the Resident or Non-Resident User fail to perform such adequate cleaning, the District shall have the option of cleaning, or causing to be cleaned, the Pavilion and the surrounding area and billing said Resident or Non-Resident User any fees or charges incurred relating to such cleaning.
- (2) The Resident or Non-Resident User utilizing the Pavilion are responsible for ensuring that their Daily Guests in attendance (if any) adhere to the Rules and Policies set forth herein.
- (3) There is a maximum of 15 people allowed at the pavilion during the reservation period.
- (4) The reservation period will be limited to a four hour block of time.

Indemnification

Each organization, group or individual reserving the use of a Amenity Facility (or any part thereof) agrees to indemnify and hold harmless the District, its officers, agents, contractors and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity, for injuries, death, property damage of any nature, arising out of, or in connection with, the use of the District lands, premises and/or Amenity Facilities, including litigation or any appellate proceeding with respect thereto. Nothing herein shall constitute or be construed as a waiver of the District's sovereign immunity granted pursuant to Section 768.38, Florida Statutes.

FISHING POLICY

Patrons may not fish from any lake/retention pond within the Two Creeks Community Development District. No watercrafts of any kind are allowed in these bodies of water except

for lake maintenance vehicles. Any violation of this policy will be reported to the local authorities. Swimming is also prohibited in any of the waters. Please use the pools at the Amenity Facilities for swimming. The purpose of these bodies of water is to help facilitate the District's natural water system for runoff and overflow. Anyone who violates this provision does so at their own risk.

SUSPENSION AND TERMINATION OF PRIVILEGES

Relating to the Health, Safety and Welfare of the Patrons and Damage to Amenity Facilities:

Notwithstanding anything contained herein, the District Manager may, at any time, restrict or suspend any Patron's or Guest'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 and their Guests, or to protect the Amenity Facilities from damage. Such restriction or suspension shall be for a maximum period of thirty (30) days or until the date of the next Board of Supervisors meeting, whichever occurs first. Such infraction and suspension shall be documented by the District Manager. The Board of Supervisors shall be notified to review this action at the next Board of Supervisors meeting.

Relating to District Policies and Fees for All Amenity Facilities:

A Patron's or Guest's privileges at any or all Amenity Facilities may be subject to various lengths of suspension or termination for up to one (1) calendar year by the Board of Supervisors, and a Patron or Guest 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 or other methods of entry.
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.

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 the preceding paragraph, the District shall follow

the process outlined below with regard to suspension or termination of a Patron's or Guest's privileges:

- A. 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.
- B. Second Offense – Automatic suspension of all Amenity Facilities privileges for one (1) week; a written report will be created, signed by the Patron/Guest and kept on file at the District Manager's Office.
- C. Third Offense – Automatic suspension from all Amenity Facilities for up to thirty (30) days or until the date of the next Board of Supervisors Meeting whichever occurs first. At this time a complete record of all pervious documented offenses within the previous twelve (12) months will be presented to the Board for recommendation of suspension beyond thirty (30) days or possible termination of the Patron's/Guests privileges for up to one (1) calendar year from the Board's approval of termination of privileges.

Patrons whose privileges have been suspended or revoked may have 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.

The above polices were amended and adopted by the Board of Supervisors for the Two Creeks Community Development District on this day the 11th of September , 2014.

Secretary/Assistant Secretary

Chairman/Vice Chairman