

**TROUT CREEK
COMMUNITY DEVELOPMENT DISTRICT**

**RULES, POLICIES & RATES FOR USAGE FOR ALL
DISTRICT FACILITIES**

ADOPTED APRIL 5, 2016

AMENDED

February 4, 2020

February 9, 2022

January 18, 2023

November 19, 2024

September 17, 2025

April 23, 2026/May 28, 2026

July 23, 2026

**Trout Creek CDD
100 Kayak Way,
St. Augustine, FL 32092**

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DEFINITIONS

“Additional Users” – Shall mean any persons who can demonstrate permanent residence in the same dwelling unit through documentation acceptable to the District including, but not limited to, government-issued identification, closing statements, or lease agreements showing the dwelling unit address.

“Amenity Management” – Shall mean any and all employees or representatives who may work for the Homeowners Association, Management Company, or District and are charged with the operation of the District’s Facilities.

“Annual User Fee” – Shall mean the fee established by the District for any person that is not a Resident or Tenant and wishes to become a Non-Resident User. The amount of the Annual User Fee is set forth in *Addendum A*, and that amount is subject to change based on Board action.

“Board of Supervisors” or “Board” – Shall mean the Trout Creek Community Development District’s Board of Supervisors.

“Commercial Purposes” – Shall mean those activities which involve, in any way, the provision of goods or services for compensation.

“Community Director” – Shall mean onsite supervisor of the Amenity Management.

“Corporate Owners of Residential Property” or “Non-Resident Owner” – Shall mean a person or entity that owns a residential lot or residence within the District, as evidenced by a recorded deed or other documentation acceptable to the District, and is entitled to access and use of the District Facilities as described herein.

“Corporate Owners of Undeveloped Property” – Shall mean a person or entity that owns undeveloped property within the District and is entitled to access and use of the District Facilities as described herein.

“District” – Shall mean the Trout Creek Community Development District.

“District Facilities” – Shall refer to the District Facilities including the Kayak Club, pools, Dog Park, parks, playgrounds, Fitness Lodge, tennis courts, play fields, kayak launching area, pavilions, boardwalks, Designated Trails, and any other facilities which are owned by the District.

“District Facility Policies” or “Policies” – Shall mean all District Facility Policies of the District, as amended from time to time. Such policies may be enforced by Amenity Management, the District Manager, the Board of Supervisors, and designated representatives thereof.

“District Manager” – Shall mean the District’s management company, including its employees and agents, contracted by the District to manage the operations of the District.

“District Property” – Shall mean lands owned by the District.

“Guest” – Shall mean any person that accompanies a Patron in utilizing the District Facilities and is authorized by the Patron to access such facilities under the Patron's Guest Privileges.

“Guest Privileges” – Privileges included with Patron account authorizing individual guest entries with no more than four (4) used at one time. All Guests must be accompanied by the sponsoring Patron during use of District Facilities, unless a weekly or summer Guest Pass is purchased as set forth in Addendum A.

“Non-Resident User” – Shall mean an individual who is not a Resident or Tenant, whose primary dwelling is not located in the District, but has access to the District Facilities due to payment of the Annual User Fee.

“Patron” – Shall mean Residents, Tenants, Non-Resident Users, and Corporate Owners of Residential Property or Undeveloped Property.

“Patron Identification” – Shall mean an electronic identification card, fob, or other form of identification issued by the District to a Resident, Tenant, Non-Resident Owner, and/or Non-Resident User. Patron Identifications are non-transferable and remain the property of the District.

“Resident” – Shall mean an individual whose primary residence is located within a dwelling within the District and may include a person/entity on the deed of record for a dwelling within the District.

“Tenant” – Shall mean an individual with a valid written lease agreement of at least one (1) year duration for a dwelling being used as a primary residence within the Trout Creek Community Development District.

ANNUAL USER FEE STRUCTURE

The Annual User Fee may be reviewed each year in conjunction with the adoption of the annual fiscal year budget for the District. Payment of the Annual User Fee provides access to all District 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 completion of the Non-Resident User application. The Annual User Fee is non-refundable.

DISTRICT FACILITY ACCESS

Two (2) Patron Identifications will be issued per place of residence within the District. The purchase of additional lost, or stolen Patron Identifications are outlined in Addendum A.

All Patrons will be required to provide proof of District residence or an executed Non-Resident User Application and execute a District Facilities Registration Form, including a liability waiver and release in a form approved by the District, prior to receiving their Patron Identification. The District Facilities Registration Form will identify persons authorized to use Patron Identifications. Such persons may include the Patron’s children and grandchildren who do not reside within the District and who are under 18 years old, provided such children and grandchildren are accompanied by the Patron or another authorized adult listed on the Registration Form when using District Facilities to the extent required by the Policies set forth herein.

A maximum of two (2) additional Patron Identifications can be purchased for Additional Users.

TENANT PRIVILEGES

1. Residents who lease their residential unit(s) in the District for a term of at least one (1) year shall have the right to assign their usage rights to a designated Tenant for the

duration of the lease term. During any period when usage rights are assigned to a Tenant, the Resident shall not have access to District Facilities.

2. In order for the Tenant to be entitled to use the District Facilities, the Tenant must register for a Patron Identification, provide a copy of the executed lease agreement, execute a liability waiver and release in a form approved by the District, and have written authorization provided by the Resident with a timeline to match the lease terms.
3. The Tenant shall provide a copy of the fully executed lease agreement showing a term of at least one (1) year and proof of residency at the leased property (such as a utility bill, driver's license, or other government-issued identification showing the District address) to acquire the Patron Identification.
4. A Tenant, who acquires a Patron Identification, shall be entitled to the same rights and privileges to use the District Facilities.
5. A fee for the issuance of a Patron Identification will apply. Please refer to Addendum A.

NON-DISCRIMINATION POLICY: The District is committed to compliance with all applicable fair housing laws, including the Fair Housing Act, and does not discriminate on the basis of race, color, religion, sex, disability, familial status, national origin, age, or any other protected class under applicable federal, state, or local law in the provision of services or access to District Facilities. All Patrons and Guests shall have equal access to District Facilities and amenities in accordance with these Policies and applicable law.

GENERAL DISTRICT FACILITY PROVISIONS

1. The Board reserves the right to amend, modify, or remove, in part or in their entirety, these District Facility Policies when determined necessary in its sole discretion.
2. All Patrons must have their assigned Patron Identification upon utilizing District Facilities. All Patrons must present their Patron Identification upon request from Amenity Management or other authorized District representatives.
3. For health and safety reasons, children must be supervised by a responsible person age 18 or older as follows, based on the nature of the facility and applicable safety requirements:
 - a. Age 12 – Tennis Courts
 - b. Age 8 – Playground, Event Lawn
 - c. Age 13 – Swimming Pools
 - d. Age 14* – Fitness Lodge (Patrons between the ages of 14-15 must undergo a fitness orientation to learn how to use the equipment and provide a liability release. These age restrictions are based on equipment manufacturer safety guidelines and insurance requirements.)
 - e. Age 14 – Group Fitness Room
4. All hours of operation for the District Facilities, including holiday schedule, will be established and published by the District.
5. All pets are prohibited from entrance into the District Facilities, including but not limited to pools, except for service animals as required by the Americans with Disabilities Act and other applicable law.
6. Service Animals and Assistance Animals: Service animals that are individually trained to do work or perform tasks for a person with a disability are permitted in all areas of the District Facilities where the public is allowed, except where the animal's presence would fundamentally alter the nature of the service or create a direct threat to health or safety. Service animals must be harnessed, leashed, or tethered unless such devices interfere with the service animal's work or the individual's disability prevents use of such devices. Assistance animals (including emotional support animals) may be permitted in outdoor areas of District Facilities and common areas as a reasonable accommodation for persons with

disabilities in accordance with the Fair Housing Act. Persons requesting accommodation for an assistance animal should submit a request to the District Manager or Community Director in accordance with the District's reasonable accommodation procedures. All animals permitted under this policy must be under the control of their handler at all times. Patrons and handlers are responsible for any damage caused by animals and for immediately cleaning up after all animals.

7. All vehicles must be parked in designated parking areas only. Vehicles shall not be parked on grass, lawns, sidewalks, or in any manner that blocks the normal flow of traffic or emergency access.
8. Fireworks of any kind are not permitted anywhere on the District Facilities or adjacent areas, unless for a District approved event.
9. Only Amenity Management is allowed in the service areas of the District Facilities.
10. Smoking, including but not limited to vaping, cigarettes, and e-cigarettes, is not permitted anywhere in the District Facilities.
11. Guests must be accompanied by a Patron, while using the District Facilities, if they do not have a Summer Guest Pass or Weekly Pass.
12. All lost or stolen Patron Identifications should be reported immediately to Amenity Management.
13. A fee will be charged to the Patron for the replacement of any lost or stolen Patron Identification.
14. Violation of the District Facility Policies may result in the suspension or termination of usage privileges for District Facilities in accordance with the procedures set forth herein. The District shall provide written notice of any alleged violation and an opportunity to be heard before the Board of Supervisors prior to any suspension exceeding thirty (30) days or permanent termination of privileges.
15. Patrons and their Guests shall treat Amenity Management with courtesy and respect.
16. In accordance with Florida law, firearms and other weapons are prohibited in District Facilities where such restrictions are legally authorized, including but not limited to meetings and workshops of the Board of Supervisors. Firearms or any other weapons are not permitted in any of the District Facilities unless otherwise permitted by law.
17. The District reserves the right to provide programming, in its sole discretion. District has the authority to reserve certain areas for programming that are not able to be reserved by Patrons.
18. Trespassing is prohibited on all designated wetland conservation and/or mitigation areas located on District Property. All trespassers may be reported to the local authorities and may be subject to prosecution under Florida law.
19. Loitering is not permitted at any District Facilities.
20. All Patrons shall abide by and comply with all applicable federal, State of Florida, and local laws and ordinances, as well as District Facility Policies, while present at or utilizing the District Facilities and shall ensure that any minor for whom they are responsible also complies with the same. Patrons acknowledge and agree that they are responsible for the conduct of their Guests and minors under their supervision.
21. The use of profanity, abusive language, or disruptive behavior will not be tolerated and may result in immediate removal from District Facilities and/or suspension of privileges.
22. The District, through its Amenity Management, shall have the authority to close any portion or all of the District Facilities for any necessary health or safety precautions, including but not limited to compliance with Florida Department of Health regulations under Chapter 64E-9, Florida Administrative Code. Examples include, but are not limited to, thunderstorms, fecal accidents, maintenance, and other emergency situations.

23. Signs on District Property are regulated on a content-neutral basis under the District's Signage Standards set forth in these Policies. Except for Official Signs and signs expressly permitted under the Signage Standards, no person shall erect, post, affix, or place any sign on District Property. No application, registration, permit, or approval is required or available for any sign, and no District official or representative is authorized to approve or disapprove any sign. This provision regulates the time, place, and manner of signs without regard to their message, viewpoint, or content, and does not apply to signs located on privately owned property.
24. Private barbeque grills of any kind are not permitted on District Property.
25. The Board of Supervisors, the District Manager, the Community Director, and Amenity Management shall have full authority to enforce these policies in accordance with Chapter 190, Florida Statutes, and the District's Rules of Procedure.

SIGNAGE STANDARDS

Purpose and Interpretation. These Signage Standards regulate the time, place, and manner of signs on District Property in order to promote traffic and pedestrian safety, preserve District roadways, infrastructure, landscaping, stormwater facilities, and natural areas, permit unobstructed maintenance and grounds operations, prevent damage to District Property and the accumulation of unattended materials on District Property, and avoid visual clutter. These Standards are content-neutral and shall be administered, interpreted, and enforced without regard to the message, viewpoint, subject matter, or identity of the speaker of any sign. The District does not operate any permit, registration, or approval process for signs, and no provision of these Standards vests the Board, the District Manager, the Community Director, Amenity Management, or any other District official or representative with discretion to approve, disapprove, or condition any sign. Nothing in these Standards shall be applied to restrict expression to a greater extent than permitted by the First Amendment to the United States Constitution, Article I, Section 4 of the Florida Constitution, or applicable Florida law. Capitalized terms not otherwise defined herein have the meanings given in the Definitions section of these Policies

1. **Definitions; Application.** "Sign" means any physical device, display, or medium used to convey a visual message to the public, including any board, placard, poster, banner, flag, yard sign, or similar item, regardless of its message or content. "Sign" does not include messages worn or carried on the person; messages displayed on or in a motor vehicle, golf cart, or bicycle that is lawfully parked or operated; or handbills or leaflets distributed by hand in accordance with these Policies. "Unattended Sign" means a sign that is not carried or held by, and in the immediate physical possession of, a person who remains present with it. "Official Sign" means any sign installed, posted, or displayed by or at the direction of the District (where the District retains control over the sign's message), including traffic-control, regulatory, directional, wayfinding, safety, informational, and District program or event signage, and any sign required to be posted by federal, State of Florida, or local law. Official Signs are the District's own communications and are not restricted by these Standards. These Standards apply throughout District Property, including District roadways, rights-of-way, sidewalks, medians, parking areas, common areas, Designated Trails, and the District Facilities, and apply to all persons, whether or not a Patron or Guest.
2. **Scope; Private Property Excluded.** These Standards apply only to signs on District Property. They do not apply to, and shall not be construed to regulate, signs located on privately owned lots or other private property, including signs visible from District Property, which are governed by applicable St. Johns County codes and any applicable

private covenants or restrictions administered by the applicable property owners' association.

3. **Official Signs.** Nothing in these Standards limits the District's authority to install, maintain, or remove Official Signs on District Property. Official Signs constitute the District's own governmental speech.
4. **Unattended Signs Prohibited.** No Unattended Sign, other than an Official Sign, may be placed, erected, posted, affixed, staked, or maintained anywhere on District Property. This prohibition applies to every sign without regard to its message, viewpoint, subject matter, or the identity of the speaker.
5. **Permitted Expression.** Nothing in paragraph 4 prohibits: (a) Hand-held signs: A sign carried or held by a person who remains present with the sign is permitted on District roadways, sidewalks, and other outdoor areas open to the public, subject to lawful conduct and to the District's generally applicable rules; (b) Handbills and leaflets distributed by hand by a person present in accordance with all other Policies, provided they are not left unattended, stacked, posted, or affixed on District Property; (c) Messages on persons and vehicles, as excluded from the definition of "Sign"; (d) Signs within reserved District Facilities: signs displayed inside a District Facility or reservable room in connection with a Patron's reservation, during the reserved period only, in accordance with the applicable facility rental agreement and these Policies, and removed by the reserving Patron at the conclusion of the reservation; (e) Reservation signage: a Patron holding a current reservation for a District Facility may display not more than two (2) freestanding signs outdoors within [fifty (50)] feet of the entrance to the reserved facility during the reserved period, provided no sign exceeds [six (6)] square feet per sign face or [four (4)] feet in height, no sign is affixed to District Property, and no sign obstructs or impairs any District Property, and provided further that such signs are removed by the reserving Patron at the conclusion of the reserved period, this subparagraph applying without regard to the content of any sign and requiring no approval; and (f) Signs required to be posted by law, and signs posted by a District contractor at the District's direction in connection with District operations. No sign displayed under this paragraph may be illuminated, digital, or animated, or accompanied by sound-amplifying or sound-emitting devices.
6. **Commercial Purposes.** Nothing in these Standards authorizes the use of District Property for Commercial Purposes. Signage in connection with activities conducted for Commercial Purposes is governed by the District's License Agreement Policy governing commercial use of and sales on District Property.
7. **Removal and Disposition.** (a) Amenity Management, and any contractor acting at the District's direction, may remove and dispose of any Unattended Sign prohibited by paragraph 4, and any other sign placed or maintained in violation of these Standards, at any time and without prior notice. Removal shall be carried out without regard to a sign's message, viewpoint, subject matter, or speaker. The District is not responsible for the condition, storage, or loss of any removed sign. (c) Nothing in these Standards requires the Board, the District Manager, the Community Director, or Amenity Management to patrol for, monitor, inspect for, or otherwise seek out signs, or to determine in advance whether any sign is permitted. Signs are removed in the ordinary course of District operations. (d) Removal under these Standards is a maintenance action and is not disciplinary. Suspension or termination of District Facility privileges under Addendum C shall not be imposed for

the placement of a sign unless the conduct independently constitutes a ground for suspension or termination under Addendum C, including damage to District Property or repeated violations after written notice.

8. **Elections; Polling Place.** On any day that District Property is used as a polling place or early voting site, signs and the solicitation of voters at that site are governed by section 102.031, *Florida Statutes*, and the direction of the St. Johns County Supervisor of Elections. A 150-foot no-solicitation zone is designated and marked by the Supervisor of Elections, not the District. Notwithstanding any other provision of these Standards, nothing herein shall be applied to prohibit the solicitation of voters by a candidate or a candidate's designee outside of the no-solicitation zone during polling hours, or otherwise to restrict expressive activity to a greater extent than section 102.031, *Florida Statutes*, and the First Amendment permit.
9. **Savings Clause; Severability.** These Standards shall be construed and applied consistent with the First Amendment and Florida law. If any application of these Standards would exceed constitutional or statutory limits, the Standards shall be applied only to the extent permitted by law. If any provision of these Standards is held invalid, the remaining provisions shall continue in full force and effect.

GENERAL DISTRICT FACILITIES USAGE POLICY

All Patrons and Guests using the District Facilities are expected to conduct themselves in a responsible, courteous, and safe manner in compliance with all District Facility Policies governing the District Facilities.

Violation of the District Facility Policies and/or misuse or destruction of the District Facilities equipment may result in the suspension or termination of District Facilities privileges with respect to the offending Patron or Guest, subject to any applicable notice and hearing rights under Chapter 190, Florida Statutes, and the District's Rules of Procedure. The District reserves the right to pursue all available legal remedies, including but not limited to restitution, damages, injunctive relief, and costs of enforcement (including reasonable attorneys' fees), for destruction of or damage to District Facilities, District Property or equipment.

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

Emergencies: In the event of any emergency, Patrons should immediately contact 911 if emergency services are required. All emergencies and injuries occurring at District Facilities must also be reported to the office of the District Manager at 321-263-0132 as soon as practicable.

Political and Campaign Activities: To avoid any appearance that the District endorses or opposes any candidate, and to protect the primary recreational and programmatic use of the District's Facilities, political campaigning, electioneering, distribution of campaign literature, solicitation of votes, solicitation of campaign contributions (subject to Section 106.15, *Florida Statutes*), candidate appearances by or on behalf of a candidate, and other political or campaign activities are prohibited within the District Facilities (including the Kayak Club, Fitness Lodge, pools and pool decks, tennis facility, and all reservable rooms, pavilions, and event spaces), except: (i) at an event officially hosted or sponsored by the District for such activities (for example, a candidate forum open to all qualified candidates for the same office on equal terms); or (ii) in connection with a room or facility reservation made by a Patron through the standard reservation process, provided that campaign-related content is incidental to a private event and the reserving Patron prominently

includes in any promotional or invitational materials, and posts conspicuously at the event, a written disclaimer in substantially the following form: "This event is not hosted, sponsored, or endorsed by the Trout Creek Community Development District." Any access the District affords for campaign-related activity under this provision shall be made available to all candidates, parties, and points of view on the same terms, without regard to viewpoint. The District reserves the right to deny or revoke any reservation that fails to comply with this provision. This provision does not apply to, and shall not be construed to restrict, lawful expressive activity on District roadways, sidewalks, parks, open spaces, or trails, which are addressed separately and are subject to the District's general, content-neutral rules and to applicable law.

Persons using the District Facilities do so at their own risk. The District Community Director, and Amenity Management are not present to provide personal training, exercise consultation, or athletic instruction, unless otherwise noted, to Patrons or Guests. Persons interested in using the District Facilities are encouraged to consult with a physician prior to commencing a fitness program. By using the District Facilities, Patrons and Guests acknowledge and assume all risks associated with such use.

FREE-RANGE BIRD'S NEST FOR CHILDREN

Free-Range Bird's Nest ("Bird's Nest") provides an **unsupervised** play area for children that may be utilized while Patron parents and/or guardians are utilizing the Fitness Lodge. As the Bird's Nest will not be staffed or subject to active supervision by Amenity Management, please use extreme discretion in allowing children to play there. The following conditions of use apply:

1. Children in the Bird's Nest remain solely the Patron's responsibility at all times. The District, its Board of Supervisors, officers, employees, agents, contractors, and Amenity Management (collectively, "District Parties") shall not be liable for and are not responsible for any injuries, accidents, losses, or damages sustained in the Bird's Nest. By allowing their children to use the Bird's Nest, Patrons acknowledge and assume all risks associated with such use.
2. No child shall remain in the Bird's Nest for longer than 1 hour.
3. The age range for children using the Bird's Nest is between five (5) and eleven (11) years of age. Parents and legal guardians must use their best judgment to determine if their child is mature enough to be in the Bird's Nest unattended and assume full responsibility for such determination.
4. The Bird's Nest is only available during Fitness Lodge hours, and Patrons may not leave the Fitness Lodge while their child is utilizing the Bird's Nest.
5. The District reserves the right to restrict usage of the Bird's Nest should a child appear too young to be unsupervised, misuse the Bird's Nest, misbehave, or display symptoms of illness. The District further reserves the right to limit the number of occupants in the Bird's Nest.
6. Violations of these Policies may result in suspension from use of the Bird's Nest and/or District Facilities.
7. Participation in the Bird's Nest will be based on a first-come, first-served basis. The District reserves the right to utilize the Bird's Nest for District activities. During this time, the Bird's Nest may not be available for general use.
8. Infant carriers, strollers, and other similar devices are not permitted in the Fitness Lodge. Due to safety concerns, no infants, toddlers, or young children are permitted in the workout areas of the Fitness Lodge unless they are utilizing the Bird's Nest in accordance with the applicable policies.

SWIMMING POOLS, TOWER SLIDE, AND LAZY RIVER POLICIES

The pool and pool deck areas of the swim facilities are not available for private rental and shall remain open to other Patrons and Guests during normal operating hours. **SWIM AT YOUR OWN RISK.** The District, its agents, employees, and contractors shall not be liable for any injuries, accidents, losses, or damages sustained while using the pool facilities, except as may be required by applicable law.

HOURS OF OPERATION:

1. Days and hours of operation are subject to change without notice and shall be posted in a conspicuous location within the District Facilities.
2. Swimming is permitted only during designated hours, as posted and in accordance with the safety standards for public swimming pools as adopted by the Florida Department of Health in Chapter 64E-9, Florida Administrative Code.
3. The swimming pools may be closed for various periods of time to facilitate maintenance and to maintain health code regulations.
4. Any person swimming during non-posted swimming hours or outside of designated operating hours may be subject to suspension from using District Facilities and may be reported to local authorities for trespassing.

POOL RULES AND REGULATIONS

1. Food and beverages are prohibited in the pool and on the pool wet deck area. Pool wet deck area is defined as the four (4) foot wide unobstructed pool deck area around the outside of the pool water perimeter.
2. No glass or animals are allowed in the pool area (or tennis gates).
3. All Patrons must use their assigned Patron Identification upon entering the pool areas.
4. Proper swim attire must be worn in the pool.
5. No denim or cotton shorts permitted.
6. Personal visual or audio devices are not permitted unless they are equipped with headphones.
7. Showering is required before entering the pools.
8. Alcoholic beverages are prohibited in the pool area, unless provided in a District-sponsored event.
9. No jumping, pushing, running, or other horseplay, as determined by the Amenity Management, is allowed in the pool or on the pool deck.
10. Interfering with the lap-swimming lanes is prohibited.
11. 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.
12. Unauthorized diving is strictly prohibited at all pools.
13. Posted swimming pool hours and availability may be limited or rotated in order to facilitate maintenance of the facility.
14. The changing of diapers or clothes is not allowed poolside.
15. No one shall introduce, install, or add unauthorized chemicals, soaps, or other substances into the pool(s). Failure to comply with this regulation could result in the Patron being liable for any costs incurred in treating and reopening the pool, including but not limited to chemical treatment costs, labor costs, and lost revenue.
16. Remote controlled watercraft are prohibited in the pool areas.
17. Pool entrances must be kept clear at all times.
18. Obstructing ladders, fences, or railings is prohibited as is sitting, standing or hanging on such apparatus.
19. Pool furniture is not to be removed from the pool area.

20. Profanity, abusive language, and physical or verbal abuse are prohibited.
21. The District is not responsible for any effects the chemicals within the pool may cause.
22. Pets, bicycles, skateboards, roller skates, and scooters are not permitted on the pool deck or inside the pool gates.
23. Obey Lifeguards at all times. Failure to obey the rules may result in injury or removal from the facility.
24. The District reserves the right to authorize all programs and activities, including but not limited to the number of guest participants, equipment and supply usage, and reservation of pool for swim lessons, aquatic programs, and pool parties.

FECES POLICY FOR ALL SWIMMING AND WADING POOLS

If fecal contamination occurs, the affected pool will be quarantined and closed immediately. The pool will remain closed and undergo proper disinfection procedures in accordance with Florida Department of Health Chapter 64E-9, Florida Administrative Code, which requires specific chlorine levels and contact times based on the type of contamination (formed stool vs. diarrheal incident). The pool will reopen only after proper disinfection procedures are completed and water quality standards are met.

ADA CHAIR LIFT USAGE POLICY

1. ADA chair lifts are available for use by individuals with disabilities or mobility impairments as required under the Americans with Disabilities Act.
2. Chair lifts are designed for self-use. Amenity Management is not authorized to assist Patrons or Guests with use beyond initial review of operating instructions.
3. Misuse of ADA chair lifts by individuals who do not require accessibility assistance may result in immediate suspension from the District Facilities for a period of one (1) day.

WEATHER POLICY

1. Rain: the pools will remain open unless severe weather poses potential danger to the Guests and will reopen once such weather passes, all as determined in the sole discretion of the supervisor or Amenity Manager.
2. Thunder and Lightning: The pool will close immediately in case of thunder or lightning and will reopen only once the District determines thunder and lightning has been cleared.

AQUATIC TOY AND RECREATIONAL FLOATATION DEVICE POLICY

1. Aquatic toys and equipment are not permitted in the pool.
2. Prohibited items include, but are not limited to, rafts, kickboards, scuba gear, swim fins, balls, Frisbees, inflatable objects, or other similar water play items.
3. 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. Inner tubes provided by Amenity Management are allowed in the Lazy River.

LAZY RIVER POLICIES

1. PATRONS AND GUESTS USE THE LAZY RIVER AT THEIR OWN RISK. The District does not provide lifeguard supervision for the Lazy River during all operating hours. Users assume all risks associated with use of this amenity.
2. No climbing or sitting on the wall.
3. No jumping or diving into the Lazy River.
4. Only tubes provided by the District may be used in the Lazy River.

5. Only one person per tube seat. Tubes without an opening are available for children under 36" tall. These tubes may only be used when an adult supervisor at least eighteen (18) years of age maintains constant supervision within arm's length of the child at all times.
6. The Lazy River may only be used during pool hours when the river is attended by Pool Attendants unless otherwise so designated.
7. Maximum of two tubes may be coupled together.
8. Enter and exit only in designated areas.
9. During busy conditions float times may be limited by staff.
10. Users of the Lazy River are required to float at the pace and direction of the current and may not stop floating with the current until they are prepared to exit the Lazy River or in an out-cove.
11. No swimming underwater.
12. Users of the Lazy River may not stand, kneel, stack, flip, or throw floatation devices.
13. Floatation devices shall be removed from the Lazy River when not in use and placed in designated storage area.
14. All other Pool Rules and Regulations are required to be followed. Always use caution and follow staff directives when floating the Lazy River.
15. Children must be supervised by an adult.

TOWER SLIDE SPECIFIC POLICIES

1. When a lifeguard or Pool Attendant is stationed at the bottom of the slide in the water, children must be at least forty-two inches (42") tall to ride the slide. When a lifeguard or Pool Attendant is not stationed in the water, children must be at least forty-eight inches (48") tall to ride the slide.
2. Height and weight restrictions will be judged at the sole discretion of the lifeguard, Pool Attendant, or Amenity Management.
3. For everyone's safety, refrain from standing at the bottom of the slide.
4. Only one person may use the slide at a time.
5. Only one person may be on the top of the slide at a time.
6. If a lifeguard or Pool Attendant questions a swimmer's ability, then, if requested, the swimmer must demonstrate their ability to swim prior to using the slide.
7. Users must slide feet first.
8. Users must never stop, stand, flip or slow themselves when riding the slide.
9. Users must keep feet and hands inside the slide at all times.
10. Users may not climb back up the slide after beginning their descent or after exiting the slide.
11. No jewelry, floatation devices or casts may be worn while using the slide.
12. No shorts with snaps or rivets, or anything that may damage the slide will be allowed on the slide.
13. Pregnant women are strongly discouraged from using the slide and should consult with a physician prior to using the slide.
14. Users must exit the slide landing exit area as delineated in the pool immediately after exiting the slide.
15. Users must follow lifeguard or Pool Attendant instructions at all times, and the lifeguard or Pool Attendant shall have the final authority on pool/slide use.
The slide may only be used during pool hours when the water slide is attended by a lifeguard or Pool Attendant.
16. All other General Pool Rules are required to be followed.

WATER WALKING POLICIES

1. **Purpose:** To promote wellness and ensure safe use of the Lazy River amenity, the District has

designated specific hours for continuous walking exercise. These hours are open to all authorized Residents and their registered Guests, who wish to use the Lazy River for walking-only purposes.

2. **Lazy River Walking Hours** - Daily Walking Time: 9:00 AM – 10:00 AM (subject to adjustment at the District's sole discretion)
3. **During designated walking hours:**
 - a. Use of the Lazy River is limited to continuous walking in the current direction of flow.
 - b. No floatation devices, horseplay, running, stopping, or stationary use is permitted. Users must maintain a safe walking pace and appropriate distance from other users.
 - c. All users must be respectful of others using the amenity for fitness purposes. Users must follow all staff instructions and posted safety rules. Failure to comply may result in removal from the facility and suspension of access privileges.
 - d. Swimmers, loungers, and users with small children are welcome outside of walking hours or during designated recreation times, consistent with the general Lazy River rules.
4. **General Rules** (Apply at All Times)
 - a. During designated walking hours, minors fourteen (14) years of age or under must be accompanied and supervised by an adult at least eighteen (18) years of age at all times for usage of the Lazy River. All children five (5) years of age or younger, as well as all children who are unable to swim independently, must be supervised by a responsible individual eighteen (18) years of age or older, at all times within arm's length. Children who cannot maintain continuous walking for the full designated walking period should not use the Lazy River during walking hours. No horseplay is permitted.
 - b. Proper swimwear required. All clothing must be made of appropriate swim material and be clean prior to entry. Cut-offs, denim, cotton clothing, and street clothes are prohibited. Swim diapers are required for all children who are not toilet-trained and for any individuals who require them for incontinence.
 - c. Food and beverages are prohibited in the water.
 - d. Staff may enforce safety or operational closures as needed for maintenance, weather conditions, or emergency situations. The District reserves the right to close the facility without advance notice when necessary to ensure user safety.

FITNESS LODGE POLICIES

1. NOTICE: THE FITNESS LODGE IS UNATTENDED. NO STAFF IS PROVIDED. USE OF THIS FACILITY AND ALL EQUIPMENT IS AT YOUR OWN RISK. USERS ASSUME ALL RISKS OF INJURY OR DEATH ASSOCIATED WITH USE OF FITNESS EQUIPMENT AND FACILITIES. PERSONS USING THE FITNESS LODGE DO SO AT THEIR OWN RISK. THE DISTRICT DISCLAIMS ALL LIABILITY FOR INJURIES OR DAMAGES ARISING FROM USE OF THE FITNESS LODGE TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING BUT NOT LIMITED TO SECTION 768.28, FLORIDA STATUTES.
2. Amenity Management is not present to provide Personal Training or Exercise Consultation to Patrons.
3. Persons interested in using the Fitness Lodge are encouraged to consult with a physician prior to commencing a fitness program.
4. All Patrons using the Fitness Lodge are expected to conduct themselves in a responsible, courteous, and safe manner in compliance with all District Facility Policies governing the District Facilities. By using the Fitness Lodge, Patrons acknowledge and assume all risks associated with the use of fitness equipment, including but not limited to the inherent risks and dangers of serious bodily injury, permanent disability, paralysis, and death.

5. **Hours:** The Fitness Lodge is open for use by Patrons and Guests during normal operating hours to be established and posted by the District. Guest access to Fitness Classes is limited upon space and availability, with priority to Patrons.
6. **Emergencies:** Call 911 immediately if immediate medical attention is necessary. All emergencies and injuries must be reported to the Amenity Management and the District Manager at 321-263-0132 as soon as reasonably possible.
7. **Eligible Users:** Patrons and Guests, 14 years of age and older, are permitted to use the equipment in the Fitness Lodge during designated operating hours. Minors aged 14-17 must be accompanied by a parent or legal guardian who remains present in the Fitness Lodge during the minor's use of the facility.
8. **Guest Limit:** Notwithstanding the general Guest Privileges set forth in these Policies, each Patron may bring no more than two (2) Guests into the Fitness Lodge at any one time.
9. Patrons and Guests must provide proof of age if requested by Amenity Management to use the Fitness Lodge.
10. **Food and Beverage:** Food is not permitted within the Fitness Lodge.
 - a. Water is permitted in the Fitness Lodge if contained in non-breakable containers with screw top or sealed lids.
 - b. Alcoholic beverages are not permitted.
11. **Proper Attire:** Appropriate clothing and athletic footwear (covering the entire foot) must be worn at all times in the Fitness Lodge.
 - a. Appropriate clothing includes t-shirts, tank tops, athletic shorts (no jeans), and/or sweat suits (no swimsuits).
12. **General Policies:**
 - a. Each Patron is responsible for wiping off fitness equipment after use.
 - b. Use of personal trainers is prohibited in the Fitness Lodge unless preapproved in writing by the Amenity Management. Any approved personal trainer must provide proof of liability insurance naming the District as an additional insured with minimum coverage of \$1,000,000 per occurrence and \$2,000,000 aggregate, and must execute an indemnification agreement in favor of the District.
 - c. Hand chalk is prohibited in the Fitness Lodge.
 - d. Radios, tape players, and CD players are prohibited unless they are personal units, equipped with headphones.
 - e. Weights or other fitness equipment may not be removed from the Fitness Lodge.
 - f. Please replace weights to their proper location after use.
 - g. Free weights are not to be dropped and should be placed only on the floor or on equipment made specifically for storage of weights.
 - h. Any fitness program operated, established, and run by Amenity Management shall have priority over other users of the Fitness Lodge.
 - i. No throwing objects against any wall.

GROUP FITNESS ROOM

1. Children 14 and under are allowed in the Group Fitness Room only when accompanied by and under the direct supervision of a parent or legal guardian at all times. The supervising adult must remain in the Group Fitness Room and maintain visual contact with the child at all times.
2. Children must be actively utilizing the room for its intended use (i.e. dance classes, children's fitness classes, and other similar activities). If children are not actively participating in fitness activities, they will be asked to wait in the Bird's Nest. Please refer to Free Range Bird's Nest

Policies. Parents and legal guardians remain responsible for their children's safety and conduct at all times, regardless of location within the District Facilities.

TENNIS FACILITY POLICIES

1. All players shall check-in with on-site staff prior to playing.
2. Unreserved tennis courts will be assigned on a first-come, first-serve basis.
3. Clinic, lesson, and guest fees (if applicable) are to be paid prior to the utilization of court(s).
4. Patrons may make a court reservation by going to [Playtennis.usta.com/shearwater](https://playtennis.usta.com/shearwater) and registering an account. Please save your confirmation email so that you can cancel your reservation if needed.
5. Reservations are allowed for one court, up to 72 hours in advance.
6. The length of time for a court reservation is 1, 1.5, or 2 hours.
7. If a Patron arrives more than 15 minutes late for their reservation, that court will be forfeited and available on a first-come, first-serve basis.
8. Tennis court usage may be limited or suspended from sponsored events, lessons, or as approved by Amenity Management.
9. Proper tennis attire, as determined by Amenity Management, shall be worn at all times; cutoffs or jeans are prohibited.
 - a. Only smooth sole tennis shoes shall be worn.
 - b. Running shoes and cross-training shoes are prohibited.
10. Proper court etiquette should be observed at all times.
11. Profanity and/or disruptive behavior are prohibited.
12. Tennis Facility hours of operations are from 7:00 a.m. to 11:00 p.m. Lights at the Tennis Facility must be turned off after each use, and must be turned off at 11:00 p.m., unless during a District-sponsored event. However, the courts will be closed for maintenance daily from 6:30 a.m. to 8:00 a.m. and closed for mid-day watering from 1:00 p.m. to 3:00 p.m. from April to October.
13. Tennis courts are for tennis only.
14. Children under 12 years of age must be accompanied by and under the direct supervision of a parent or legal guardian at all times while on the tennis courts.
15. Glass containers, food, and smoking are prohibited near or on the tennis courts.
16. No vehicles or animals are allowed on the tennis courts.

TROUT CREEK CDD RULES GOVERNING E-BIKE USE ON DISTRICT PROPERTY

1. Due to continuing health, safety and welfare concerns, as well as widespread property damage, no person may operate an e-bike on District Property (excepting District Roads) without first successfully completing an e-bike safety course through the District. Once completed, proof of successful completion will be issued to such rider and recorded in the District records.
2. E-bikes of any class may be operated only on District Roads and Cart Paths. No e-bikes of any class are permitted on Designated Trails, landscape berms, retention areas, swales, or any other Common Area. These areas are not recreational zones.
3. No stunt riding, jumping, off-trail riding, or use of District Property as a bike course. This includes but is not limited to using berms as hills or launch ramps.
4. All riders under age 16 must wear a properly fitted helmet compliant with CPSC standards (16 C.F.R. Part 1203) at all times while operating any e-bike on District Property. Parents and guardians are responsible for compliance. All riders must complete an e-bike safety course as a condition precedent to continued access to District amenity facilities.
5. All e-bike operators must yield to pedestrians, obey posted speed limits and signage, and operate in a manner that does not endanger others. E-bikes may not be operated in

excess of 15 miles per hour on District Roads, sidewalks, and Cart Paths, and must slow to 10 miles per hour or less when passing or when any pedestrian is within 50 feet.

6. E-bikes may not be operated on District Property by any person who cannot safely control such e-bike. The District will make this determination on a facts-and-circumstances basis. All violations of these rules are governed by the District's Disciplinary Procedures attached as Addendum C herein.

RENTAL OF DESIGNATED DISTRICT FACILITIES

1. Various locations, outlined in Addendum B, are to be used on a first come, first serve basis. However, several locations are required to be rented for exclusive use.
2. The rentals of these locations are for Patron use only.
3. The District Facilities' grills must be cleaned after each use.
4. Patrons must take all trash with them when leaving.
5. The rental of District Facilities is available only during designated hours (attached).
6. Additional guidelines and information on the District Facilities rental can be found in Addendum B.
7. The District has the authority to reserve certain areas that are not able to be reserved by Patrons for programming purposes.
8. **Facility Alcohol Policy.** The following regulations apply to Patrons intending to serve alcohol at the Amenity Center:
 - a. Patrons intending to serve alcohol must indicate such intent on the Facility Use Permit at the time of application submission. Any Patron who does not indicate such intent at the time the application is submitted shall not be permitted to serve alcohol. All alcohol service must comply with Florida Statutes Chapter 562 and applicable local ordinances.
 - b. Alcoholic beverages are only permitted in the Kayak Club and Pavilion areas.
 - c. Glass containers are prohibited outside.
 - d. Any person or entity reserving a District facility where alcohol is served shall remit a refundable security deposit in the amount of \$505.00 at the time the reservation is confirmed. The security deposit shall be held by the District and returned to the reserving party following the event, provided that (a) the facility is left in clean and undamaged condition, (b) the event concluded within the reserved time period, and (c) no provision of this reservation policy was violated. The District may apply all or any portion of the security deposit toward the cost of cleaning, repair of damage, or other expenses incurred by the District as a result of the reservation, and shall provide the reserving party with an itemized accounting of any amounts withheld. Any costs exceeding the amount of the security deposit shall remain the responsibility of the reserving party.
 - e. Event Liability Insurance, including liquor liability coverage, shall be required for all events where alcoholic beverages are served, in the following amounts:
 - i. Commercial General Liability insurance with Property Damage coverage in an amount not less than \$1,000,000 per occurrence and naming the District as additional insured.
 - ii. The person or entity holding the event agrees to indemnify, defend, and hold harmless the District, its officers, supervisors, 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, or damages of any nature, arising out of or in connection with the event wherein alcohol is provided or

served, including reasonable attorneys' fees and costs through all trial and appellate proceedings.

- iii. Patrons agree that such indemnification shall not constitute or be construed as a waiver of the District's sovereign immunity granted pursuant to Section 768.28, *Florida Statutes*.
- iv. Proof of the required Event Liability Insurance, including liquor liability coverage and any required additional insured endorsement naming the District, must be delivered to and received by the District no later than three (3) business days before the scheduled start of the event. If the required proof of insurance is not received within this deadline, the Facility Use Permit and reservation for the event is automatically revoked, the Patron will not be permitted to hold the event, and any forfeiture of the security deposit is governed by the cancellation and refund provisions otherwise applicable to the rental.

RENTAL OF OUTPOST POLICIES

- 1. The rental of this location is for Trout Creek CDD Residents and their authorized Guests only.
- 2. The rental of District Facilities is available only during normal hours of operation (9:00 a.m. – 1:00 p.m.; 1:30 p.m. – 5:30 p.m.; 6:00 p.m. – 10:00 p.m.) or when pre-approved by Amenity Management.
- 3. If you brought it, take it. If you leave it, management is not responsible.
- 4. Take only pictures. Leave only footprints. Please clean up after yourself.
- 5. Secure all doors and turn off lights before leaving.

SHEARWATER LANDING AND KAYAK LAUNCH POLICIES

- 1. All posted rules must be followed.
- 2. Open from Dawn to Dusk.
- 3. Children under the age of fourteen (14) must be accompanied by an adult.
- 4. Be courteous. Do not obstruct the path or space of others on the Pier.
- 5. No swimming, diving, or entering the water from the Landing.
- 6. Do not clean fish on the pier. Do not cut bait on the pier or handrails.
- 7. Be considerate. Properly dispose of all unused bait, fish and trash.
- 8. Alcoholic beverages, glass containers and other breakable items are prohibited.
- 9. Please follow all USCG recommendations and wear approved personal flotation devices when operating a vessel on the waterway.
- 10. No motorized vessels. No unattended vessels. No golf carts allowed. No discharges into the water.
- 11. If you brought it, take it. If you leave it, management is not responsible.
- 12. Use caution. Nature trail is slippery when wet.
- 13. Facilities are available for Residents to use at their own risk.

BARBEQUE GRILL POLICIES

- 1. Patrons shall check-in with Management staff prior to using the District's grills.
- 2. Management staff will provide a key to turn on the grill and answer any questions regarding the operation of such grill.
- 3. Grills are only available for use, on a first-come, first-served basis, to individuals eighteen (18) years and older who have the general, operational knowledge of barbeque grills.
- 4. Patrons shall comply with the following rules when operating a community grill:
 - a. Community grills shall not be left unattended at any time while in use;
 - b. Please be courteous and share the community grill area;
 - c. Clean up all trash and other debris generated during the use of community grill and deposit the same in appropriate trash receptacles;

- d. Clean the grill(s), counter space(s), and picnic table(s) after use, with cleaners provided in the cabinets underneath the community grills;
- e. Glass and other breakable items are not permitted in the community grill area.
- f. The District reserves the right to seek reimbursement for costs related to the violation of any of the above policies or for a failure to return any rental items within twenty-four (24) hours.

POND POLICIES

The ponds at the District are part of a storm water management system designed to treat runoff from lots and streets and control flooding.

1. All trash or debris must be disposed of in the appropriate receptacles.
2. Only authorized personnel are allowed to introduce or stock any of the bodies of water.
3. Parking along the right of way or on any grassed area near the storm water ponds is prohibited.
4. Homeowners whose lot abuts the storm water pond are responsible for trash removal to the water line.
5. Continued violation of this policy will result in the immediate reporting to local law enforcement authorities.
6. Swimming and wading in ponds is prohibited.
7. No watercrafts of any kind are allowed in the ponds. Fishing is only allowed in designated areas.

FISHING POLICIES

Fishing within the District is permitted exclusively in the stormwater retention ponds identified as “Fishing Ponds” on the map attached to these Rules as Addendum D (incorporated herein by reference) and is subject to the following policies:

1. Fishing from the Fishing Ponds is permissible only from the banks and is permitted only for District Residents and their authorized Guests. We ask that you respect your fellow neighbors and access the Fishing Ponds through the proper access points. Accessing private property without permission may result in legal action by the property owner, including potential trespass charges by local law enforcement, and other penalties including, but not limited to, suspension of amenity privileges pursuant to the District's adopted Policies.
2. Fishing in the Fishing Ponds is at your own risk. The District, to the fullest extent permitted by law, disclaims liability for any loss, damage, or injury to any person or property arising out of the use of the Fishing Ponds. This provision does not waive the District's sovereign immunity under Section 768.28, Florida Statutes.
3. Parking on any grassed area near the Fishing Ponds is prohibited, and parking on county roadways is subject to county code and regulations and done at your own risk.
4. Catch and release is required. The Fishing Ponds are stormwater retention ponds designed to capture and retain contaminants. Fish caught in the Fishing Ponds shall not be consumed due to potential contamination from stormwater runoff.
5. Patrons are responsible for complying with all State of Florida licensing requirements and other applicable laws and regulations for fishing, including but not limited to those established by the Florida Fish and Wildlife Conservation Commission. Information regarding licensing requirements can be found at MyFWC.com or by contacting the Florida Fish and Wildlife Conservation Commission.
6. Children under 12 years of age must be accompanied and directly supervised by a responsible adult (18 years or older) when fishing.
7. Do not leave fishing poles, lines, equipment or bait unattended.
8. Ensure all litter and waste is properly disposed of. Items such as discarded fishing line, lures,

and tackle pose serious risks to wildlife. Residents are encouraged to act as responsible environmental stewards while enjoying District amenities.

9. Please be aware of wildlife, including alligators and snakes, and exercise caution when using the Fishing Ponds. Do not feed wildlife.

PARKS, EVENT LAWN, AND PLAYGROUND POLICIES

1. Parks, event lawns, and playgrounds are available on a first-come, first-served basis, no reservations are permitted.
2. Community Event Fields and Lawn are for the use of District Residents and their authorized Guests only. Unless approved by the District prior to use, no organized sports may hold practices, games or events in such areas.
3. Patrons and Guests using the parks and playgrounds must remove debris brought to the playground.
4. Glass containers are prohibited.
5. The use of profanity or disruptive behavior by any person is absolutely prohibited. All rules regarding conduct and use of facilities apply equally to all Patrons and Guests.
6. Alcoholic beverages are not permitted in the parks or playgrounds.
7. Patrons may not install inflatable equipment, such as bounce houses, at the parks or playgrounds without prior written approval from the District due to safety and liability concerns.
8. Parks and playgrounds hours are dawn to dusk, seven days a week.

DOG PARK POLICIES

1. Please note that the Dog Park is an unattended facility and persons using the Dog Park do so at their own risk. The District, to the fullest extent permitted by law, disclaims liability for injuries or damages arising from use of the Dog Park. This provision does not waive the District's sovereign immunity under Section 768.28, Florida Statutes.
2. All Patrons and Guests using the Dog Park are expected to conduct themselves in a responsible, courteous and safe manner in compliance with all Policies and rule of the District. Any disregard or violation of these Policies or misuse or destruction of Dog Park facilities or equipment may result in suspension or termination of Dog Park or Amenity Facility privileges, subject to the procedures set forth in these Policies. The District reserves the right to seek reimbursement for damages. Guests may use the Dog Park only if accompanied by and under the supervision of a Patron who assumes responsibility for the Guest's compliance with all Dog Park policies.
3. Dog Park is open from dawn to dusk.
4. The District reserves the right to close the Dog Park or sections of the Dog Park for any reason including maintenance, mowing, severe weather conditions, special events, or for any other health, safety and danger issues.
5. Food, alcoholic beverages and glass containers are prohibited in the Dog Park area.
6. Only dogs are allowed in the Dog Park area; all other pets are prohibited from the Dog Park area.
7. Dogs shall be on leash at all times unless in designated "off-leash" areas.
8. Patrons shall always supervise their dogs and shall not leave their dogs unattended at the Dog Park.
9. All persons entering the Dog Park must be capable of serving as their dog's handler. Guardians and parents should evaluate the ability and safety of those in their care to determine whether such person should enter the Dog Park, with or without a dog, and the ability to handle such interactions and animals safely and securely. Regardless, due to risks inherent with animals, persons age ten (10) and below present in the Dog Park must

be accompanied by a parent or legal guardian who is at least eighteen (18) years old and who remains responsible for supervising both the child and the dog at all times.

10. Dogs exhibiting aggressive behavior are prohibited.
11. All spiked collars are prohibited in the Dog Park.
12. Owners shall supervise the dogs to ensure dogs do not dig or damage any portion of the Dog Park.
13. Dogs under four (4) months old, in heat, with fleas or other contagious skin conditions, or otherwise ill are prohibited from the Dog Park.
14. Dogs shall be up-to-date on vaccinations prior to entering the Dog Park and shall have current rabies vaccination tags as required by Florida law and applicable local ordinances affixed to their collars at all times.

TRAIL POLICIES

1. Designated Trails are for pedestrian use only (walking and running). Bicycles, electric bicycles, non-motorized push scooters, skateboards, roller skates, EPAMDs, motorized scooters, motorized micromobility devices, hoverboards, golf carts, and all other Wheeled Devices are prohibited on Designated Trails, except authorized District maintenance vehicles and mobility devices used by individuals with disabilities as provided in the Wheeled Devices and Motorized Vehicles section. Wheeled Devices are also not permitted on Common Areas (as defined in the Wheeled Devices and Motorized Vehicles section).
2. Cars, trucks, and similar vehicles are prohibited on Designated Trails, unless vehicle is an authorized maintenance vehicle.
3. No trash shall be deposited on the Designated Trails.
4. Use of Designated Trails is at your own risk.
5. Only use Designated Trails.
6. All pets must be leashed at all times.
7. Do not disturb the nature landscapes. Be cautious of plants and wildlife in their native habitat.
8. The following are not permitted at any time:
 - Horses
 - Feeding animals
 - Hunting
 - Camping
 - Cooking
 - Smoking
 - Fires

WHEELED DEVICES AND MOTORIZED VEHICLES

1. **Definitions.** For purposes of these Use Policies, the following statutory and operational categories apply:
 - a. **“Wheeled Device”** means any device with one or more wheels used for transportation, recreation, or mobility by a person, whether human-powered, motor-powered, or self-balancing. The term includes, without limitation: bicycles; tricycles; electric bicycles (Classes 1, 2, and 3) as defined in § 316.003, Fla. Stat.; skateboards (including motorized skateboards); roller skates and inline skates; non-motorized push scooters; motorized scooters and micromobility devices as defined in §§ 316.003 and 316.2128, Fla. Stat.; electric personal assistive mobility devices (EPAMDs) as defined in § 316.2068, Fla. Stat.; hoverboards and other self-balancing or one-wheeled electric devices not separately classified; mopeds as defined in § 320.01(27), Fla. Stat.; motorcycles; golf

carts as defined in § 320.01(22), Fla. Stat.; utility vehicles as defined in § 320.01(42), Fla. Stat.; low-speed vehicles (LSVs) as defined in § 320.01(41), Fla. Stat.; mini trucks as defined in § 320.01(44), Fla. Stat.; all-terrain vehicles (ATVs) as defined in § 316.2074, Fla. Stat.; off-highway utility task vehicles (UTVs) and similar off-road vehicles; and passenger automobiles, trucks, and similar standard motor vehicles.

- b. **“Common Area”** means any portion of District Property other than a District Road, Cart Path, Designated Trail, or designated parking area. The term includes, without limitation: landscape berms, retention areas, ponds, swales, dry detention areas, conservation tracts, natural buffer areas, irrigation tracts, lift station tracts, dog parks, playgrounds, pool decks, event lawns, parks, gardens, plazas, sidewalks adjacent to amenity facilities, and all other non-roadway, non-trail tracts owned, leased, or maintained by the District.
 - c. **“District Road”** means a roadway owned, dedicated to, or maintained by the District, or any other roadway located within District boundaries that has been designated for the operation of golf carts and similar vehicles under § 316.212, Fla. Stat.
 - d. **“Cart Path”** means a paved or unpaved path designated by the District for the operation of golf carts.
 - e. **“Designated Trail”** means a recreation path or trail formally designated by the District for pedestrian use, including walking and running. Designated Trails are not open to bicycles, electric bicycles, or any other Wheeled Device.
2. **No Wheeled Devices on Common Areas.** Except as otherwise expressly permitted by these Use Policies or by law, no Wheeled Device of any type may be operated, ridden, parked, or stored on any Common Area. This prohibition applies regardless of whether the device is motor-powered, human-powered, or self-balancing, and regardless of how the device is classified under Florida Statutes. Authorized maintenance vehicles operated by District agents, contractors, and Amenity Management in the course of District operations are exempt. Mobility devices used by individuals with disabilities are addressed in paragraph 9.
3. **District Roads - Permitted Devices and Operating Rules.** The following devices may be operated on District Roads only as expressly authorized by Florida law and only to the extent the roadway has been designated for that use under § 316.212 or § 316.2122 Fla. Stat., as applicable. Operators must comply with all applicable statutes, all St. Johns County ordinances (including but not limited to St. Johns County Ordinance 2018-42, as may be amended or replaced), and the additional District-imposed requirements set out in these Use Policies.
- a. **Golf Carts** (§ 320.01(22), Fla. Stat.) - permitted on District Roads designated for golf cart use under § 316.212, Fla. Stat. Operators must comply with Chapter 316, Fla. Stat. (operators under 18 must possess a valid learner’s driver license or valid driver license, and operators 18 or older must possess valid government-issued photographic identification). All golf carts must be registered with the District under Addendum E.
 - b. **Utility Vehicles** (§ 320.01(42), Fla. Stat.) - permitted only when operated by the District or its agents for general maintenance, security, and landscaping purposes.
 - c. **Low-Speed Vehicles (LSVs)** (§ 320.01(41), Fla. Stat.) - permitted only on streets with a posted speed limit of 35 mph or less, and only if the LSV is titled under chapter 319, registered under § 320.02, insured for personal injury protection and property damage liability, equipped to comply with 49 C.F.R. § 571.500 and § 316.2122, Fla. Stat., and operated by a person with a valid driver license. LSVs are not golf carts and may not be operated under the golf cart regime.
 - d. **Mopeds** (§ 320.01(27), Fla. Stat.), **motorcycles**, and standard **passenger motor vehicles** are permitted on District Roads subject to all otherwise-applicable traffic laws.

- e. **Bicycles** (including Class 1, 2, and 3 electric bicycles as defined in § 316.003, Fla. Stat.), **motorized scooters** and **micromobility devices** (as defined in § 316.2128, Fla. Stat.), and **EPAMDs** (as defined in § 316.2068, Fla. Stat.) are permitted on District Roads in accordance with the operator's statutory rights and duties under chapter 316, Fla. Stat.
4. **Cart Paths - Permitted Devices.** The following devices may be operated on Cart Paths, in addition to and not in lieu of any other applicable rule: golf carts; bicycles and Class 1, 2, and 3 electric bicycles; non-motorized push scooters; motorized scooters; EPAMDs; and micromobility devices. Mopeds, motorcycles, LSVs, mini trucks, ATVs, UTVs, motorized skateboards, hoverboards, and other off-road or motorized vehicles are PROHIBITED on Cart Paths.
5. **Designated Trails – Pedestrian Use Only.** Designated Trails are limited to pedestrian use (walking and running). No Wheeled Device of any type, including bicycles, electric bicycles, non-motorized push scooters, skateboards, roller skates, EPAMDs, motorized scooters, micromobility devices, golf carts, and hoverboards, may be operated on a Designated Trail. Authorized District maintenance vehicles are exempt. Mobility devices used by individuals with disabilities are addressed in the Reasonable Accommodation paragraph below.
6. **Off-Road and Off-Highway Vehicles Prohibited Throughout the District.** The following devices are PROHIBITED everywhere on District Property, including District Roads, Cart Paths, Designated Trails, Common Areas, and all amenity facilities: off-road motorcycles, dirt bikes, all-terrain vehicles (ATVs) as defined in § 316.2074, Fla. Stat., utility task vehicles (UTVs), mini-bikes, and similar off-highway recreational vehicles. This prohibition does not apply to law enforcement, emergency services, or District-authorized maintenance vehicles operating in the scope of their duties.
7. **Hoverboards, One-Wheeled Electric Devices, and Other Self-Balancing Devices.** Hoverboards, electric unicycles, and other self-balancing or one-wheeled electric devices that are not Class 1, 2, or 3 electric bicycles and that are not EPAMDs are PROHIBITED on all Common Areas, Designated Trails, and Cart Paths. These devices may be transported across the District in a vehicle or carried by hand but may not be operated on District Property.
8. **Registration; Equipment; Speed; Operator Conduct.** The District may require registration of any Wheeled Device that the District in its discretion determines requires registration in the interest of safety, accountability, or facility access. All operators must: (a) operate the device in a careful and prudent manner and at a rate of speed reasonable for conditions; (b) obey all posted signs, lane markings, and traffic-control devices; (c) yield the right-of-way to pedestrians; (d) refrain from stunt riding, jumping, off-trail riding, and use of District Property as a course or training facility; and (e) refrain from operating the device in any manner that damages District landscaping, infrastructure, or improvements. Operators are personally liable for all damage they or their device cause to District Property.
9. **Reasonable Accommodation; Other Power-Driven Mobility Devices (OPDMDs).** Notwithstanding any other provision of these Use Policies, the District will make reasonable modifications to its Policies, practices, and procedures to permit individuals with mobility disabilities to use wheelchairs and other power-driven mobility devices ("OPDMDs") on District Property, in accordance with the Americans with Disabilities Act and 28 C.F.R. § 35.137. Requests for accommodation should be made to the District Manager.

- 10. District Reservation of Rights.** Nothing in this section limits the District's authority under Chapter 190, Florida Statutes, as the owner of District Property, or any other applicable law, to impose additional or more restrictive operational, equipment, registration, route, or hour restrictions on any Wheeled Device, by Board resolution or by posting at the affected location. Violations of this section are subject to the District's Disciplinary Procedures in Addendum C.

COMMUNITY GARDEN POLICIES

This section sets out the policies (the "Garden Policies") that govern the Community Garden (the "Garden"). The District may lease each bed in the Garden and administers the Garden Policies. These Garden Policies have been provided to each person who leases a bed on a first-come, first-served basis in the Garden from the District (each, a "Gardener") pursuant to an agreement with the District (the "Gardener's Contract"). The District reserves the right to make future modifications to the Garden Policies, without advanced notice. The District will provide all Gardeners with a copy of the current Garden Policies. Gardeners are encouraged to promptly report any concerns about the safety of the Garden or any possible violations of the Garden Policies to the District.

1. **Hours:** The Garden will be open to Gardeners from dawn to dusk daily.
2. **Litter:** Each Gardener is responsible for disposal of trash. Do not place any trash in common areas, roadways, or in beds. The entire Garden, including all common areas and beds, are to be kept free of litter, including boxes, cans, buckets, baskets, and containers of any kind not in actual usage as part of gardening activity.
3. **Watering:** Hoses in use on the site belong to the District. Gardeners must remain in the Garden while watering with hoses and must prevent water from running off their bed(s) onto common areas or adjacent beds. All hoses must be turned off completely and stored properly prior to the Gardener leaving the Garden. Gardeners may be held responsible for water waste or damage caused by improper hose usage.
4. **Clean Up:** Gardeners will perform a clean-up of their beds at the end of the term of their Gardener's License Agreement. Clean up includes removing all plants, roots, weeds and other debris from bed and leaving the bed in a smoothly raked condition.
5. **Compost:** Gardeners will place any organic waste, such as weeds, dead plants or rotten produce in the compost pile designated by the District.
6. **Pets:** Gardeners may not bring any pets or animals into the Garden, including for burial.
7. **Fires:** Gardeners may not start or maintain a campfire, burn weeds, use a grill, or cook in the Garden.
8. **Music:** Gardeners may not play music unless headphones are used. The District may play music for District sponsored events.
9. **Mulch:** Plastic mulches and rubber mulches are prohibited.
10. **Fertilizer/Pesticides:** The applications of organic or natural insecticides, pesticides, herbicides, weed killers, fungicides, or weed repellants are allowed in the Garden. Non-organic or non-natural chemical applications are prohibited. The District reserves the right to prohibit use of any chemicals deemed harmful in the Garden.
11. **Alcohol And Drugs:** No alcohol or illegal substances may be consumed on the entire site. Gardeners may not bring alcohol or illegal substances onto garden premises. Gardeners may not come into the garden while under the influence of alcohol or illegal substances. No illegal substances may be grown in the garden. Notwithstanding the foregoing, the District may allow alcohol consumption in the Garden during District-sponsored events.
12. **Suspension of Privileges:** Gardeners may lose their rights to participate in the Garden if they fail to comply with these Garden Policies. The District may also provide written notice to the Gardener of the Gardener's failure to comply with any of the Garden Policies (the "Violation Notice"). The Gardener will have five (5) business days from receipt of the

Violation Notice to correct the violation. If the violation is not corrected to the District's satisfaction within five (5) days after the District delivers the Violation Notice, the District may, at its discretion, terminate the Gardener's right to participate in the Garden.

NANNY/AU PAIR/CAREGIVER POLICY:

1. Any Resident who has hired a Nanny/Au Pair/Caregiver to care for their children and would like the Nanny/Au Pair/Caregiver to utilize the District Facilities must first register their Nanny/Au Pair/Caregiver with the Resident Services Coordinator.
2. The Nanny/Au Pair/Caregiver must provide valid government-issued photo identification when entering District Facilities.
3. A Nanny/Au Pair/Caregiver may only access District Facilities when accompanied by the children in their care and/or the Resident who registered them.

GRANDPARENT POLICY:

A Grandparent designation may be requested by any Resident of the District. The Grandparent designation will allow legal grandchildren, up to the age of 18, to accompany the Resident to the District Facilities without the use of a guest pass. The Resident must accompany the grandchildren at all times.

LOSS OR DESTRUCTION OF PROPERTY OR INSTANCES OF PERSONAL INJURY

Each Patron and Guest, as a condition of use of the District Facilities, shall assume sole responsibility for their 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 District Facilities, whether in lockers or elsewhere.

No person shall remove from the District Facilities premises any property or furniture belonging to the District or its contractors without proper authorization.

Patrons shall be liable for any property damage and/or personal injury at the District Facilities, or at any activity or function operated, organized, arranged or sponsored by the District or its contractors, caused by the Patron, his/her family member, or his/her Guests.

The District reserves the right to pursue any and all legal actions 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 District Facilities' premises, District Facilities' premises, shall do so at his or her own risk, and shall indemnify, defend, and hold harmless the District, the Board, the District Manager, Amenity Management, and their respective employees, representatives, and agents from and against any and all loss, cost, claim, injury, damage or liability sustained or incurred by him or her, resulting therefrom and/or from any act or omission of the District, the Board, the District Manager, Amenity Management, and their respective employees, representatives, and agents.

Any Patron or Guest shall have, owe, and perform the same obligation to the District, the Board, the District Manager, Amenity Management, and their respective employees, representatives, 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 District Facility Policies bring suit against the District, the Board, the District Manager, Amenity Management, or their respective employees, representatives, contractors or agents in connection with any event operated, organized, arranged or sponsored by the District or any other claim or matter related to the use of District Facilities, and fail to obtain judgment therein against the District, the Board, the District Manager, Amenity Management, or their respective employees, representatives, contractors or agents, said party shall be liable to the District for all costs and expenses incurred by it in the defense of such suit, including reasonable court costs and attorney's fees through all appellate proceedings.

INDEMNIFICATION

Each organization, group or individual reserving the use of the District Facilities agrees to indemnify and hold harmless the District, the Board, the District Manager, Amenity Management, and their respective employees, representatives, and agents 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's Facilities and District Property, 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, the Board, the District Manager, Amenity Management, and their respective employees, representatives, and agents shall not be liable for, and the Patron or Guest shall release 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 Facilities and District Property.

SUSPENSION AND TERMINATION OF DISTRICT FACILITY PRIVILEGES

Please refer to **Addendum C** for information on suspension and termination of privileges.

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 District. The policy statement is consistent with the policies of other governments including St. John's County, and the St. Johns River Water Management District ("SJRWMD") 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 nature to take its normal course. Vegetation that dies including but not limited to trees are left to fulfill its 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 District and all required permits from all authorities having jurisdiction including St. John's County and SJRWMD. Such abutting property owner must initially contact the District for permission to address the removal or remediation of the threatening situation and shall then be responsible for any needed permitting or review by St. John's County and SJRWMD. 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 District Facility Policies of the Trout Creek Community Development District were adopted by the Board on April 5, 2016 and last amended on April 23, 2026 and May 28, 2026. The District Facility Policies are subject to change. Questions or comments in connection with the District Facility Policies should be submitted to the District Manager, Trout Creek CDD, 250 International Pkwy, Ste. 208, Lake Mary, FL 32746.

ACKNOWLEDGEMENT

I hereby acknowledge receipt of the Trout Creek Community Development District Facility Policies and agree to abide by the terms and conditions contained therein and by such future terms and conditions as may be approved by the Trout Creek Community Development District's Board of Supervisors. I understand that I have the right to refuse consent for the use of my image, and I may opt out of photo/video consent by notifying the District in writing. I further consent to the District's use of any pictures (video or print) for promotional purposes in connection with any District event or activity. I understand that I have the right to revoke this consent at any time by providing written notice to the District Manager.

Print Name: _____

Address: _____

Signature: _____

ADDENDUM A - AMENITY AND GUEST FEES

(Adopted at the May 28, 2026 Public Hearing)

Non-Resident Annual User Fee	\$3,005 - \$5,000 Per Household
Additional or Lost Patron Identification	\$30 Per Card/Fob
Renter Privileges	\$30 Per Card/Fob
E-Bike Safety Course	\$0 - \$25.00
Golf Cart Registration Fee	\$0 - \$50.00

Guest Privileges	Restrictions	Pass Privileges
Daily Guest Pass- • 12 guest passes can be purchased for a fee of \$75 • A Daily Guest Pass can be purchased by Patrons for a fee of \$15 per pass •	• Patron will need to sign in and accompany their Guests at the pool gate	• Use of pools, fitness, and tennis facilities. • Excludes Bird's Nest
Weekly Houseguest Pass • A Houseguest is defined as a guest who resides more than 40 miles outside the District boundaries and is a short-term overnight visitor; • A Houseguest may purchase a pass for weekly admission to the District Facilities for a fee of \$50 per person. • This pass is valid for seven (7) calendar days starting with the day of purchase.	• Houseguests do not need to be accompanied by a Patron; • Each Houseguest is limited to two (2) or more Houseguest Passes per year based on availability.	• Includes use of pools, fitness and tennis facilities;

ADDENDUM B – RENTAL FEES
(Adopted at the May 28, 2026 Public Hearing)

<u>Facility</u>	<u>Deposit</u>	<u>Patron Rate</u>	<u>Other</u>
Kayak Club Room Monday - Thursday	\$205 \$505 if alcohol is served – Additional proof of insurance required	\$85 per hour Min. 2 hr. rental Max 4 hrs	• Patrons may make reservations up to six months in advance • This rental does not allow Guests to utilize the pool, Fitness Lodge or tennis courts. • Not available on designated holiday weekends • Maximum Occupancy: 75 persons
Kayak Club Room Friday, Saturday and Sunday Saturday and Sunday	\$205 \$505 if alcohol is served – Additional proof of general liability insurance with minimum coverage of \$1,000,000 per occurrence naming the District as an additional insured is required when alcohol is served. insurance required.	\$125 per hour Min. 2 hr. rental Max. 4 hrs	• Patrons may make reservations up to six months in advance • This rental does not allow Guests to utilize the pool, Fitness Lodge or tennis courts. • Not available on designated holiday weekends • Maximum Occupancy: 75 persons
Shearwater Pavilion	\$205	\$75 per hour Min. 2 hr. rental Max 4 hrs	• Patrons may make reservations up to six months in advance • Up to 15 Guests allowed entry to the pool when approved in writing by the Resident Services Coordinator in his or her sole discretion • This rental does not allow Guests to utilize the Fitness Lodge or tennis courts. • Not available on designated holiday weekends • Maximum Occupancy: 20 persons

Kayak Outpost	\$205	\$100 per hour Min. 2 hr rental Max 4 hrs	• Patrons may make reservations up to six months in advance • Not available on designated holiday weekends • Maximum Occupancy: 129 persons
Conference Room	\$205	\$50 per hour Min. 2 hr. rental Max 8 hours	• Can only be reserved three months in advance, unless reserved with in conjunction with the Kayak Club Room • Not available on designated holiday weekends • Maximum Occupancy: 10
Community Garden Bed Rental		\$50 per bed	• Garden beds may be rented on an annual basis (if available)
Golf Cart Registration Fee		\$0-\$50 per golf cart	
E-bike/ Micromobility Safety Course		\$0-\$25 per unit per year.	
Promotional Rates			• To best serve its Residents, the District may, in accordance with its rules, at times offer short-term promotion rates and services associated with the use of the District Facilities.

Addendum B – Rental Fees

1. Rental Guidelines

- a After-Hour rentals may incur an additional charge for staffing, the amount of which shall be determined by the District and communicated to the Patron at the time of reservation.
- b Reservations for rentals can be made up to six (6) months in advance.
- c Reservations for rentals must be made and paid for by Patrons within the District. The deposit is due at the time of reserving space.**
- d The designated rental time period is inclusive of set up and clean-up time.
- e The volume of live or recorded music must not violate applicable St. Johns County noise ordinances or unreasonably interfere with residents' enjoyment of their homes, as determined by District staff in their sole discretion.
- f Proof of liability insurance acceptable to the Amenity Staff.
- g The District retains the right to reserve and use any District facility for District-related or District-sponsored meetings, events, or activities at any time.
- h The rental fee is due thirty (30) days prior to the event, unless the event is booked within a shorter time period, in which case the fee would be due at the time of booking.

2. Holiday Rentals are not available on the following:

- a Designated Holidays:
 - i. Christmas Eve
 - ii. Christmas Day
 - iii. Thanksgiving
 - iv. Independence Day
 - v. Memorial Day
 - vi. Labor Day
 - vii. Easter
 - viii. New Year's Eve
 - ix. New Year's Day
 - x. Specific Federal Holiday weekends based on availability

3. Reoccurring Rentals

- a Each Patron may rent the Kayak Club Room facilities a maximum of six (6) times per calendar year, but only four (4) times per calendar year on weekends (Friday through Sunday).

4. Deposits & Damages

- a To receive a refund of the security deposit within thirty (30) days after the rental event, the Patron must properly complete all items on the Kayak Club Room Cleanup Sheet and return all keys and access cards to District Management.
- b Patron is responsible for the actual cost of all damage to District Property, even if it exceeds the amount of the security deposit. The District may pursue collection of such damages through all available legal remedies, including but not limited to suspension of District Facility privileges until payment is received in full.
- c Additional costs will be billed to the Patron's address on file and must be paid within thirty (30) days of the invoice date. Failure to pay within this period will result in (i) suspension of all District Facility privileges until payment is received in full, (ii) assessment of interest at the rate of one and one-half percent (1.5%) per month (eighteen percent (18%) per annum) or the maximum rate permitted by Florida law, whichever is

less, and (iii) the District's right to pursue all available legal remedies for collection, including recovery of reasonable attorneys' fees and costs.

5. Cancellations

a If the Patron wishes to cancel their rental event, the cancellation must be communicated to the District in writing no later than thirty (30) days prior to the scheduled event date. Written cancellation must be delivered to the District Management office during normal business hours or sent via certified mail, return receipt requested.

b If the event is cancelled less than thirty (30) days from the rental event, the Patron shall forfeit one hundred percent (100%) of the security deposit.

ADDENDUM C – SUSPENSION AND TERMINATION OF DISTRICT FACILITY PRIVILEGES

DISCIPLINARY PROCEDURES

1. Grounds for Suspension or Termination

Privileges at the District Facilities shall be subject to suspension or termination if a Patron or Guest:

- a. Submits false information on the application for a Patron Identification or Guest registration form;
- b. Permits unauthorized use of a Patron Identification or Guest Passes, or fails to supervise Guests. Patrons are responsible for the conduct of their Guests and family members, and violations committed by a Patron's Guest or family member may be attributed to the sponsoring Patron for purposes of progressive discipline under this policy;
- c. Exhibits unsatisfactory behavior, including but not limited to conduct that disrupts other Patrons' use and enjoyment of the facilities, violates health and safety standards, or creates a nuisance, as reasonably determined by the District and/or Amenity Management and as described herein;
- d. Fails to abide by the Rules and Policies established for the use of District Facilities;
- e. Treats the personnel or employees of the District and/or Amenity Management in an unreasonable or abusive manner, including but not limited to use of profanity directed at staff or other Patrons in a threatening or harassing manner, verbal assault, physical assault, or the threat of verbal or physical assault; or
- f. Engages in conduct that is improper or likely to endanger the welfare, safety, or reputation of the District and/or Amenity Management.

2. Progressive Discipline

This Section governs lower-level policy violations that do not independently trigger an immediate suspension under Section 3. Conduct that meets any of the criteria in Section 3 is handled exclusively under that Section and does not begin with a written warning. For all other violations, the following three-step sequence applies to all Patrons and Guests, adults and minors alike.

For minors, all written notices shall also be delivered to the minor's parent or legal guardian at the address on file. Parents and legal guardians are responsible for the conduct of their minor children at all times.

District and/or Amenity Management may at any time restrict or suspend any Patron's or Guest's privileges when necessary to protect the health, safety, and welfare of other Patrons and their Guests, to prevent unauthorized use of the District's Facilities, or to protect the District's Facilities from damage. Any such restriction or suspension must be documented in writing and notice provided to the affected Patron either in person, by email to the address on file, or by certified mail to the address on file.

The following progressive discipline process applies to all Patrons and Guests, including both adults (18 years of age or older) and minors (under 18 years of age). Parents and legal guardians are responsible for the conduct of their minor children at

all times and may be held accountable under this policy for violations committed by a minor in their charge. Conduct listed in Section 3 bypasses this three-step sequence and is addressed directly under that section; however, once served, an immediate suspension under Section 3 counts as one offense in this progressive sequence. If a first-offense written notice is already on file, the completed immediate suspension is recorded as a second offense, and any subsequent violation, whether under this Section or Section 3, will proceed at the next step in the sequence.

- a. *First Offense:* Written notice and explanation of the violation delivered to Patron (in person, by email, or by certified mail) and a copy filed in the Community Director's office at the Kayak Club. For minors, written notice shall also be delivered to the minor's parent or legal guardian. The Patron, or, for a minor, the parent or legal guardian, will have five (5) business days from receipt to provide a written response explaining any mitigating circumstances.
- b. *Second Offense:* Automatic suspension of all District Facilities privileges for thirty (30) days. Written notice delivered and filed as described above. For minors, the Community Director or District Manager may additionally require a meeting with the parent or legal guardian prior to the minor's return to District Facilities.
- c. *Third Offense:* Immediate suspension of all District Facilities privileges until the next Board of Supervisors meeting. Written notice delivered and filed as above. At the Board meeting, the record of all previous offenses will be presented for consideration of termination of Patron's privileges for up to one (1) calendar year (or shorter period at the Board's discretion). Written notice of the Board's decision will be delivered to Patron and/or parent or legal guardian thereafter.

3. Immediate Suspension & Removal

This Section operates independently of the progressive discipline process in Section 2. No prior offense history, written warning, or notice is required. Any Patron or Guest who engages in the conduct described below is subject to immediate removal from District Facilities and suspension of no less than seven (7) days, regardless of whether they have any prior offenses on file. The Board Chair, District Manager, and Community Director each have independent authority to impose an immediate suspension under this Section.

Conduct triggering immediate suspension includes, but is not limited to:

- a. Physical assault, battery, or fighting; threatening or menacing conduct toward any person on District Property; verbal assault or the direct threat of physical harm directed at District Staff, another Patron, or any Guest;
- b. Use of profanity, slurs, or harassing language directed at District Staff, another Patron, or any Guest in an aggressive or threatening manner;
- c. Harm or threat of harm to District Facilities, equipment, or property, including but not limited to destruction or vandalism;
- d. Willful and repeated refusal to comply with a lawful, direct instruction from the Board Chair, District Manager, Community Director, or Amenity Management staff, after having been given a clear opportunity to comply; or

- e. Entering or using District Facilities while visibly intoxicated or under the influence of illegal substances, or possessing alcohol outside of areas designated for alcohol consumption.

If the Board Chair, District Manager, or Community Director determines a suspension exceeding thirty (30) days is warranted, the Patron shall be provided notice and an opportunity to be heard before the Board prior to any such suspension becoming effective. An immediate suspension under this Section bypasses the first-offense written notice step in Section 2 and counts directly as one offense in the progressive discipline sequence. Upon completion of the suspension, the Patron's offense record is updated accordingly

An incident report will be generated and filed in the Community Director's Office at the Kayak Club. Should a Patron continue to engage in inappropriate behavior following issuance of an immediate suspension, that Patron shall forfeit all District Facility privileges until the next Board of Supervisors meeting. District and/or Amenity Management may additionally recommend termination of privileges for a period of six (6) months or more.

The Board of Supervisors retains ultimate authority over all suspension and termination decisions and may modify, reduce, or extend any suspension imposed by District Management or the Community Director.

Notwithstanding the foregoing, if a Patron is arrested for an act committed or allegedly committed while on District Property, that Patron shall have all District Facilities privileges immediately suspended pending a hearing before the Board at its next regularly scheduled meeting. The Patron shall receive written notice of the suspension, the right to appear and be heard before the Board, and the right to be represented by counsel. If criminal charges are dismissed or the Patron is acquitted, the Patron may petition the Board for immediate reinstatement of privileges. If the Patron is convicted, the Board may impose suspension for a period it deems appropriate based on the severity of the offense. For felony convictions or convictions for violent crimes, crimes against children, sexual offenses, or other crimes the Board determines pose a serious threat to safety and welfare, the Board may impose permanent suspension or suspensions exceeding one calendar year; any such decision must be supported by written findings of fact and conclusions of law. Written notice of the Board's decision will be provided to the Patron.

Utilizing the District Facilities during a suspension period, whether as a Guest or Patron, constitutes trespassing and may result in a citation issued by the St. John's County Sheriff's Office and/or additional disciplinary action. Attempts to gain access using false, forged, or another person's Patron Identification will result in suspension of that cardholder's privileges for fifteen (15) days and may result in referral to law enforcement for potential criminal charges.

4. Identification of Offenders

The following rules govern the identification of the responsible party for purposes of applying discipline under Sections 2 and 3:

- a. *Identified Offenders*: If the individual who committed the offense is positively identified, discipline shall be applied solely to that individual in accordance with the applicable section.
- b. *Unidentified Offenders within a Household*: If District and/or Amenity Management can confirm that an offense was committed by someone residing in or visiting a specific household but cannot identify the specific individual, the District Facility privileges of the entire household will be suspended until the next Board of Supervisors meeting. The suspension will remain in effect unless and until the household identifies the specific offending individual to Management, at which time the suspension will be lifted from the household and transferred solely to that individual, who will then be subject to the applicable discipline under Section 2 or Section 3.

5. Suspension Effective Date

The effective date of suspension is the date of written notice. All calendar days (including weekdays and weekends) count toward the total suspension period. Upon expiration, privileges shall be automatically reinstated unless, prior to expiration, the District provides written notice of additional grounds for continued suspension. For suspensions or terminations of one (1) year or longer, the Patron must submit a written request for reinstatement to the District Manager at least thirty (30) days prior to expiration. The Board may, in its discretion, require the Patron to appear and demonstrate rehabilitation and willingness to comply with all District Policies as a condition of reinstatement.

6. Appeal Process

Any Patron has the right to appeal a suspension or termination to the Board of Supervisors. The party subject to suspension or termination may file a written notice of appeal with the District Manager within five (5) business days from receipt of the written notice. A timely appeal shall stay any suspension of seven (7) days or less pending the Board's decision. Appeals of suspensions exceeding seven (7) days or terminations shall not be stayed pending appeal unless the Board Chair or District Manager determines a stay is appropriate. The appeal shall be heard at the next regularly scheduled Board meeting occurring at least fourteen (14) days after receipt of the notice of appeal.

The appellant, and parental guardian if the appellant is a minor, must be physically present or represented by counsel at the appeal hearing. The District shall provide the appellant with at least ten (10) days' advance written notice of the date, time, and location.

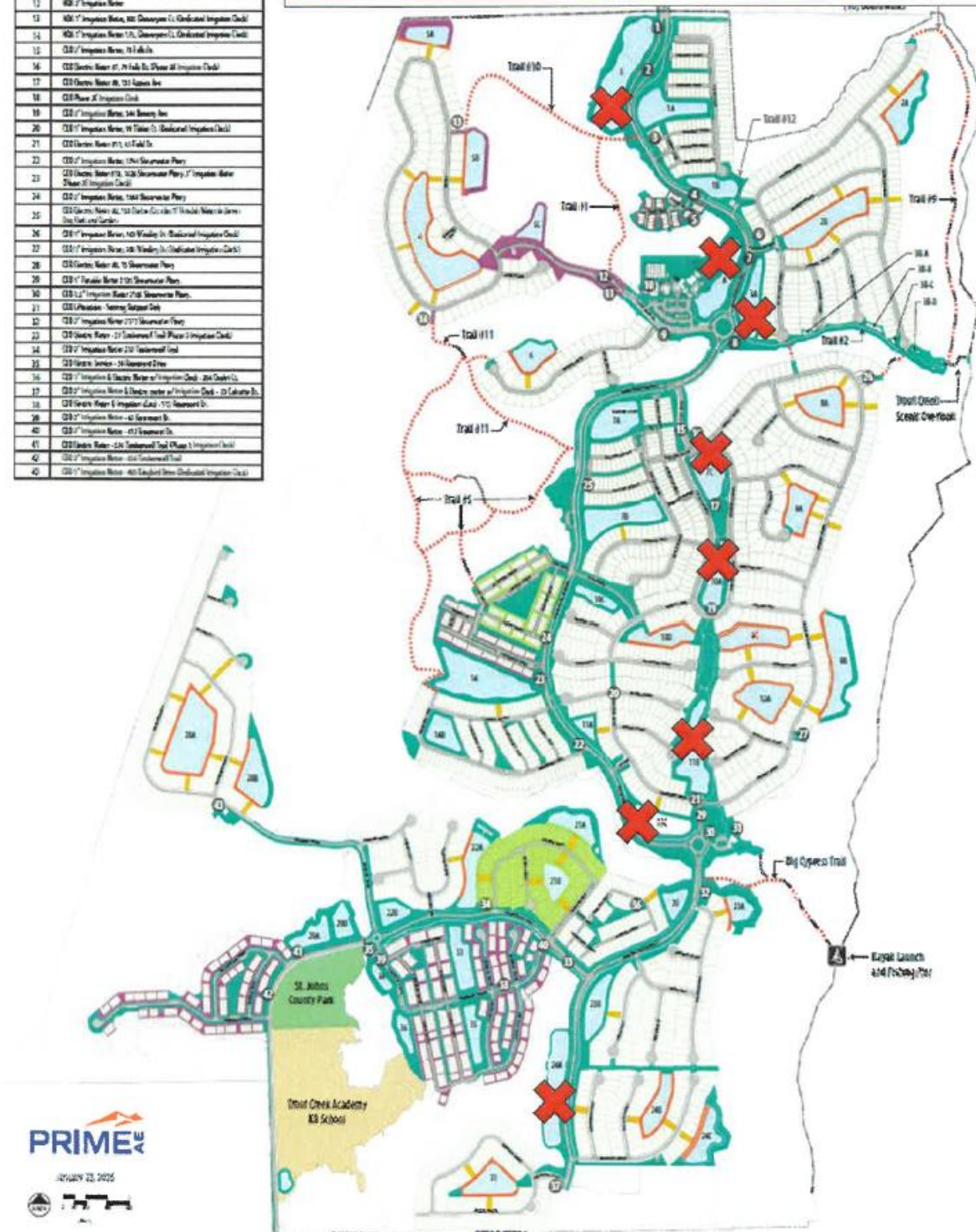
Upon Board action on an appeal, the Board's decision shall be final and no subsequent appeal will be heard for the same offense. Nothing herein shall limit any party's right to seek judicial review in a court of competent jurisdiction as provided by Florida law.

ADDENDUM D - FISHING PONDS

Fishing is only permitted in the following specifically designated ponds located within the Trout Creek Community Development District: Pond E, Pond 3A, Pond A, Pond 7C, Pond 10A, Pond 11C, Pond 11B, Pond 24A, Pond 29A, and Pond 29B. Fishing in all other ponds within the District is strictly prohibited.

10	CDD Electric Meter 1-1, 2nd Capital Club Way
11	CDD Electric Meter 1-1, 2nd Capital Club Way
12	CDD Electric Meter 1-1, 2nd Capital Club Way
13	CDD Electric Meter 1-1, 2nd Capital Club Way
14	CDD Electric Meter 1-1, 2nd Capital Club Way
15	CDD Electric Meter 1-1, 2nd Capital Club Way
16	CDD Electric Meter 1-1, 2nd Capital Club Way
17	CDD Electric Meter 1-1, 2nd Capital Club Way
18	CDD Electric Meter 1-1, 2nd Capital Club Way
19	CDD Electric Meter 1-1, 2nd Capital Club Way
20	CDD Electric Meter 1-1, 2nd Capital Club Way
21	CDD Electric Meter 1-1, 2nd Capital Club Way
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42	CDD Electric Meter 1-1, 2nd Capital Club Way
43	CDD Electric Meter 1-1, 2nd Capital Club Way
44	CDD Electric Meter 1-1, 2nd Capital Club Way
45	CDD Electric Meter 1-1, 2nd Capital Club Way

Catch/ Release Fishing Ponds: E, 3A, A, 7C, 10A, 11C, 11B, 24A



ADDENDUM E – GOLF CART REGISTRATION

INDEMNIFICATION, HOLD HARMLESS, AND CERTIFICATIONS

By submitting this Registration and Use Agreement, I, _____ (“**Cart Owner**”), hereby certify that the above information is true and correct and agree to assume full responsibility for the operation of my personal golf cart (the “**Cart**”) within the Trout Creek Community Development District (the “**District**”). I further agree to accept full responsibility for (1) the operation of the Cart and for (2) liability that may arise from ownership and operation by both myself and others that I have authorized to operate the Cart, as well as my passengers, within the District’s boundaries.

I further agree to the following:

1. The Cart shall be used on the District Property solely by those persons included in this Registration Form.
2. The Cart must be approved each year by the District as complying with appearance and other standards that may be set from time to time by the District and in accordance with the Use Policies, as applicable. Said inspection is in no way for the safety or reliability of the Cart.
3. All drivers of the Cart must comply with the operator-credential requirements of § 316.212(7), Florida Statutes: operators under 18 must possess a valid learner's driver license or valid driver license, and operators 18 or older must possess a valid government-issued photographic identification. All drivers must also provide proof of completion of a District-approved safety training course relating to operation of the Cart.
4. Cart Owner acknowledges they have reviewed the *Trout Creek Community Development District Rules, Policies & Rates for Usage for All District Facilities* ("Use Policies"). Cart Owner agrees that the Cart shall be operated in a safe and prudent manner and in accordance with all government regulations, including but not limited to Ordinance 2018-42, and in accordance with the Use Policies.
5. The Cart Owner and any such other person shall use the Cart at his or her own risk, and shall reimburse the District for all damages the District may sustain by reason of the Cart's condition, maintenance, or use, including, without limitation, damage to other golf carts and any property of the District.
6. The Cart Owner agrees to hold the District, FCS Management Group/Vesta District Services and all related and affiliated companies of each, and the officers, directors, supervisors, employees, agents, representatives, successors and assigns of each of the foregoing entities (together, the “Indemnitees”) harmless from any and all liabilities, damages, claims, losses, costs, or harm of any kind arising out of or in connection with the operation of my golf cart vehicle by myself or anyone else who is operating my golf cart. The Cart Owner acknowledges that golf carts are dangerous and pose a risk of injury or death and agree that they have assumed the risk of operating the Cart within the boundaries of the District.
7. This Agreement shall remain valid if the Cart Owner remains a resident of the Trout Creek Community Development District and is in good standing with the District.
8. Maintenance of the Cart is the responsibility of the Cart Owner.
9. The District’s Use Policies are hereby made a part of this Agreement. Violations of the District’s Use Policies, or rules and regulations may result in the revocation of private golf cart privileges, amenity usage privileges and/or a suspension or termination pursuant to the District’s rules and policies.
10. The waiver by the District of any breach of a term or provision of this Agreement, or of the District’s Use Policies shall not be construed as a waiver of any continuing or succeeding breach of such term or provision, a waiver of the provision itself, or a waiver of the right, power or remedy under this Agreement or the District Use Policies.

11. Nothing herein shall be considered a waiver of the District's sovereign immunity or limits of liability beyond any statutory limited waiver of immunity or limits of liability that may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other statute.

This Agreement applies solely to golf carts as defined under Florida Statute § 320.01(22): a motor vehicle that is designed and manufactured for operation on a golf course for sporting or recreational purposes and that is not capable of exceeding speeds of 20 miles per hour. Golf carts operated in accordance with § 316.212 are exempt from chapter 320 registration and license plate requirements pursuant to § 320.105, and they are not titled under chapter 319 because § 319.20 limits the chapter 319 title regime to vehicles required to be registered and licensed. Low-Speed Vehicles as defined under § 320.01(41) are a distinct vehicle classification subject to independent registration, titling, and PIP/PDL insurance requirements pursuant to § 316.2122 and § 320.02; they are not golf carts and are not covered by this Agreement. Mopeds as defined under § 320.01(27) are subject to independent registration and license plate requirements under §§ 320.08 and 320.0803 and are not covered by this Agreement. Low-Speed Vehicles and Mopeds are not permitted on District Property (except District Roads).

[Registration form continues on following page]

**TROUT CREEK COMMUNITY DEVELOPMENT DISTRICT
GOLF CART REGISTRATION AND USE AGREEMENT**

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

PRIVACY NOTICE: Under Florida's Public Records Law, Chapter 119, Florida Statutes, some of the information you submit on this form may become part of a public record. This means that if a citizen makes a public records request, we may be required to disclose certain parts of the information you submit to us.

Mr. ☐ Mrs. ☐ Ms. ☐ Dr. ☐

Name _____

Home Address _____

City, State, Zip _____

Home Phone _____

Email Address _____

Driver's License / Permit # _____ State Issued _____

HOUSEHOLD MEMBER INFORMATION

Mr. ☐ Mrs. ☐ Ms. ☐ Dr. ☐

Name _____

Driver's License / Permit # _____ State Issued _____

Email Address _____ Phone _____

CART INFORMATION

Year _____ Make _____ Color _____

Decal # _____ Electric _____

CART INFORMATION

Year _____ Make _____ Color _____

Decal # _____ Electric _____

Applicant's Signature

Printed Name

Date

Public Records Exemption

Is any of the personal information that you have provided on this form, including, but not limited to, identity, address, and telephone number, exempt from disclosure under Florida law?

☐ YES ☐ NO

If you checked "YES," please explain which exemption you qualify for:

If you checked "YES," please provide a written and notarized request for maintenance of such exemption to District staff at the following address:

Trout Creek Community Development District
c/o FCS Management Group
250 International Parkway, Suite 208
Lake Mary, FL 32746
Attn: District Manager

I have read and understand the above. I agree to the terms and conditions as stated and acknowledge receipt of the decals from District Staff.

Date: _____

Signature: _____

Print Name: _____

Witness: _____

Print Name: _____

Please fill out the Golf Cart Use Agreement and bring it along with your proof of completion of the safety operation course to the Amenity Staff Office located at 100 Kayak Way, St. Augustine, FL 32092. Each Golf Cart will have a decal placed on the back of it, and the decals shall be placed by District personnel.