

**MARSHALL CREEK COMMUNITY DEVELOPMENT DISTRICT AND  
SWEETWATER CREEK COMMUNITY DEVELOPMENT DISTRICT  
AMENITY CENTERS, TOLOMATO RIVER BOARDWALK, ATHLETIC  
PARK, AND COMMUNITY PARKS  
POLICIES**

Adopted November 12, 2003  
Revised through May 22, 2006  
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**SECTION A.**  
**DEFINITIONS**

1. District(s) - Shall mean the Marshall Creek Community Development District (MCCDD) and/or Sweetwater Creek Community Development District (SCCDD).
2. Manager - Shall mean the person or entity legally charged with the daily operation and management of the Palencia Amenity Facilities.
3. Amenity Facilities - Shall refer to the Marshall Creek Amenity Center and Sweetwater Creek Fitness Center, including the pool areas, exercise rooms, clubhouses, pavilions, tennis courts, tennis pro shop, and pickleball courts; boardwalks including the Tolomato River Boardwalk (hereinafter defined); the Village Green, dog park, Community Parks (hereinafter defined), and any other facilities or property owned or leased by the Districts and are available to Patrons (hereinafter defined).
4. Tennis Facilities - Shall include the tennis courts, pickleball courts, and tennis pro shop.

5. Swim and Fitness Facilities - Shall include the pool areas, exercise rooms, buildings and their attachments.
6. Athletic Park - Shall mean the athletic fields and the Athletic Park Pavilion. These are not included within the District and are open to the general public and are not part of the Amenity Facilities.
7. Community Parks - Shall mean the community neighborhood parks, The Village Green, and other common areas not included in #3 and #6 above.
8. Patron - Shall mean property owners of the Marshall Creek Community Development District and Sweetwater Creek Community Development District, and those persons permanently residing in the same dwelling unit as the property owner; and non-property owners, who have paid the Annual User Fee for the use of the Amenity Facilities, and those persons permanently residing in the same dwelling unit as the non-property owner.
9. Annual User Fees - Shall mean that fee established by the Marshall Creek Community Development District and/or Sweetwater Creek Community Development District for the use of the Amenity Facilities.
10. Patron Card - An electronic identification card issued by the District to Patrons.
11. Guest - Any person whom the Patron wishes to accompany them while utilizing the Amenity Facilities. A Guest may be a Guest of a single or multiple Patron(s) for the Tennis Facilities no more than a total of eight (8) times per calendar year, and the Swim and Fitness Facilities no more than a total of fifteen (15) times per calendar year. A Patron under the age of eighteen (18) may accompany no more than two (2) Guests at a time. This term does not include guests or invitees of the Amenity Facilities during swim meets, tennis tournaments, or other organized activities.
12. Guest Privileges – Each Patron household will receive a Guest Card which allows Guests to visit the Tennis Facilities and Swim and Fitness Facilities when accompanied by a Patron, except as otherwise provided in these policies. The Guest Card is programmed for a total of thirty (30) guest passes for use of the Swim and Fitness Facilities per year, and eight (8) guest passes for use of the Tennis Facilities per year. Patrons may use no more than four (4) guest passes per visit to the MCCDD and SCCDD swimming pools, and eight (8) guest passes per visit to all other Amenity Facilities. Guest passes are required every day for Guests to access the Tennis Facilities and Swim and Fitness Facilities. Guest privileges do not include group fitness classes. Guest passes for the Swim and Fitness Facilities are not required for caregivers to a child or a special needs adult. Caregivers may only have access to the Marshall Creek CDD family pool, however special needs adult caregivers may have access to the fitness facilities. The child or special needs adult must be present with his or her(s) Patron Card. Caregivers must be pre-registered prior to admittance. *See* attached addendum A for additional details on the guest pass programs.
13. House Guest - An individual sixteen (16) years of age or older who generally resides outside the 40-mile radius surrounding the District but is temporarily residing in the same dwelling

unit as a Patron. A House Guest is not an individual who rents all or part of a Patron’s home on a short-term basis (not to exceed thirty (30) days) or as a vacation rental.

14. Boardwalk - Elevated boardwalks that interconnect neighborhoods and areas throughout the community, including the boardwalk along The Promenade.
15. Tolomato River Boardwalk - Elevated Tolomato River Boardwalk which entrance can be found at the terminus end of Costa Blanca Rd. in North River, Phase II of Palencia, that stretches the length of approximately 7/8th of a mile east-north-eastward into the marsh area and splitting into a “Y” on a couple of intracoastal waterway island pods.
16. Ingress/Egress Facilities – Shall mean all District-owned roads, sidewalks, gates and access monitoring equipment.
17. Policies - Shall mean these Policies governing the use of the Amenity Facilities.

**SECTION B.**  
**GENERAL PROVISIONS**

1. Patrons must present their Patron Card and register upon entering the Amenity Facilities.
2. In order to enter and/or utilize the following Amenity Facilities, children must be accompanied by a parent or legal guardian eighteen (18) years of age or older unless specifically stated elsewhere in the Policies:

<u>Amenity Facility</u>	<u>Age of Minor Requiring Accompaniment</u>
Playgrounds	Under 8 years of age
Tennis Facilities	Under 12 years of age
MCCDD Swimming Pools	Under 14 years of age
SCCDD Swimming Pool	Under 16 years of age
Fitness Facilities	Under 16 years of age

No child under the age of fourteen (14) is allowed in the fitness area.

3. The Amenity Facilities hours of operation shall be established by the Manager and based upon seasonal and other considerations and shall be published to the Patrons in a manner determined by the Manager.
4. Alcoholic beverages shall not be served or sold, nor permitted to be consumed, except for catered events or as specifically authorized in the Policies.
5. Pet and Service Animal Policy:
  - a. Unless otherwise posted, dogs or other pets (with the exception of Service Animal(s) trained to do work or perform tasks for an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability) are not permitted

in the Amenity Facilities. Pets are permitted at the Community Parks, but must always be leashed, and pet owners are to pick up any waste the pets may produce when in the park(s) or along the path of travel to and from the park(s).

- b. A Service Animal must be kept under the control of its handler by leash or harness, unless doing so interferes with the Service Animal's work or tasks or the individual's disability prevents doing so. The District may remove the Service Animal under the following conditions:
    - If the Service Animal is out of control and the handler does not take effective measures to control it;
    - If the Service Animal is not housebroken; or
    - If the Service Animal's behavior poses a direct threat to the health and safety of others.
  - c. The District is prohibited from asking about the nature or extent of an individual's disability in order to determine whether an animal is a Service Animal or pet. However, the District may ask whether an animal is a Service Animal required because of a disability and what work or tasks the animal has been trained to perform.
6. Vehicles, including golf carts, scooters, and bicycles must be parked in designated areas. Unless designated otherwise, 4-wheel passenger vehicles and golf carts must be parked in the parking lots. Vehicles shall not be parked on grass lawns, or in any manner which blocks the normal flow of traffic. Golf carts are strictly prohibited in Community parks, The Village Green, elevated boardwalks, The Promenade, and pedestrian sidewalks.
  7. Fireworks of any kind are not permitted anywhere on the MCCDD or SCCDD grounds or adjacent areas.
  8. No Patron or Guest is permitted in the service areas of the Amenity Facilities.
  9. The Board of Supervisors reserves the right to amend or modify the Policies when necessary and will notify Patrons of any changes.
  10. Members of the Boards of Supervisors, the District Managers, and MCCDD and SCCDD Managers and authorized employees shall have full authority to enforce these Policies, rules and regulations.
  11. Patron Cards shall be issued to Patrons at the time their membership commences. All Patrons must present their Patron Card for entrance to the Amenity Facilities. All lost or stolen Patron Cards should be reported immediately to the Manager. There will be a \$10.00 replacement fee.
  12. Smoking (including electronic cigarettes) is not permitted anywhere in the Amenity Facilities or other areas as designated by law.
  13. All Guests must be registered and accompanied by a Patron before entering the Amenity Facilities.

14. Disregard of these Policies and rules may result in expulsion from the Amenity Facilities and/or loss of Amenity Facilities privileges.
15. Any exceptions to the Policies must be made in writing by the Manager prior to the time any such contrary action is taken.
16. Swimming, boating, jet skiing, paddle-boarding, or in any way entering or being on top of any retention/detention pond, lake, or other body of water within the Districts shall be prohibited. These bodies of water are subject to, among other legal restrictions, conservation easements to protect the natural habitat for plants and wildlife, including alligators, which are known to cause serious bodily injury and death. This rule shall not apply to the Districts' employees, contractors, or other authorized individuals when servicing the retention/detention ponds, lakes, or other bodies of water within the Districts.
17. Unless specifically approved by the District Board of Supervisors, District Manager, or Property Manager, private businesses shall not conduct business on or within the District Facilities. If this policy is violated, both the persons affiliated with the private business and the participating Patrons shall be subject to the District's "Suspension and Termination of Privileges" Rule.

### **SECTION C.**

#### **LOSS OR DESTRUCTION OF PROPERTY OR INSTANCES OF PERSONAL INJURY**

Each Patron and Guest as a condition of invitation to the premises of the Amenity Facilities assumes sole responsibility for his or her personal property. The Districts, their agents, employees, and contractors shall not be responsible for the loss or damage to any private property used or stored on the premises of the Amenity Facilities, whether in lockers or elsewhere.

No person shall remove from the room in which it is placed or from the Amenity Facilities' premises any property or furniture belonging to the Districts, the Districts' Board of Supervisors, their agents, employees, or contractors without proper authorization. Patrons and guests shall be liable for any property damage to the Amenity Facilities and/or personal injury at the Amenity Facilities, or at any activity or function operated, organized, arranged, or sponsored by the Districts or their contractors which is caused by the Patron or their guests. The Districts reserve the right to pursue any and all legal and equitable measures necessary to remedy any losses due to any such 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 Districts, the Districts' Board of Supervisors, its agents, employees or contractors, or who engages in any contest game, function, exercise, competition, or other activity operated, organized, arranged, or sponsored by them, either on or off the Amenity Facilities' premises, shall do so at his or her own risk, and shall hold the Districts, the Districts' Board of Supervisors, their agents, employees, and contractors harmless for any and all loss, cost, claim, injury, damage, or liability sustained or incurred by him or her, resulting there from and/or from any act of omission of the Districts, the Districts' Board of Supervisors, its agents, employees, or contractors. Any Patron shall have, owe, and perform the same obligation to the Districts, the Districts' Board of Supervisors, their agents, employees, or

contractors 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 the Policies bring suit against the Districts, the Districts' Board of Supervisors, its agents, employees, or contractors in connection with any event operated, organized, arranged, or sponsored by the Districts or any other claim or matter in connection with any event operated, organized, arranged, or sponsored by the Districts, and fail to obtain judgment therein against the Districts, the Districts' Board of Supervisors, their agents, employees, or contractors, said party shall be liable to the Districts for all costs and expenses incurred by it in the defense of such suit (including court costs and attorneys' fees through all appellate proceedings).

**SECTION D.**  
**GENERAL SWIMMING POOL RULES**

1. All Patrons and Guests must sign in upon entry of the pool area in MCCDD or SCCDD. The pools governed by these rules are the MCCDD Adult Pool, MCCDD Family Pool, MCCDD Wading Pool, and the SCCDD Swimming Pool. The maximum bathing capacity of the pools is as follows:

MCCDD Adult Pool	42 people
MCCDD Family Pool	130 people
MCCDD Wading Pool	10 people
SCCDD Swimming Pool	91 people

2. Lifeguards are on duty on a seasonal basis only.
3. All Guests must be registered and accompanied by a Patron before entering the pool area. Patrons must accompany their Guests at all times while in the pool area, except for House Guests utilizing the MCCDD pool area on Mondays through Thursdays. Patrons will be responsible for any losses, expenses, damages, or fees caused or incurred by their Guests, including unaccompanied House Guests.
4. Children under fourteen (14) years of age entering the MCCDD Family Pool, and those under sixteen (16) years of age entering the SCCDD Swimming Pool must be accompanied by a parent or legal guardian of at least eighteen (18) years of age, unless otherwise provided for herein.
5. When lifeguards are on duty, parents or legal guardians may, by completing and signing the appropriate form, designate teenagers between the ages of fourteen (14) and seventeen (17) as "Supervising Companions" for their children. Each Supervising Companion may accompany one child at a time who is under the age of six (6) or up to two children at a time who are between the ages of six (6) and eleven (11). Staff reserves the right to terminate an individual's privilege of being designated as a Supervising Companion if, in staff's sole discretion, such individual is not fulfilling his or her responsibilities as a Supervising Companion.
6. Additionally, subject to the receipt of a consent form from a parent or legal guardian, Patrons under the age of fourteen (14) may use the MCCDD Family Pool and Patrons under the age of fourteen (14) may use the SCCDD Swimming Pool under the direct supervision of the Swim Team Coaching Staff or District-authorized Swim Lesson Staff Members.

7. Radios, televisions, and the like may be listened to if played at a volume, which is not offensive to other Patrons and Guests.
8. Swimming is permitted only during designated hours, as posted at the pool.
9. Showers are required before entering the pool.
10. Glass containers and other sharp or potentially hazardous objects are not permitted in the pool area.
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, to reduce the health risks associated with human waste in the swimming pool/deck area. *See* Section F. Feces Policy.
12. Play equipment, such as floats, rafts, snorkels, dive sticks, and flotation devices must be presented to the MCCDD Amenity Center staff for approval prior to use. The aforementioned play equipment is prohibited at the SCCDD Swimming Pool. The MCCDD Amenity Center reserves the right to prevent usage of such play equipment during times of peak or scheduled activity at the pool, or if the equipment provides a safety concern.
13. The pools will be closed once per week on Monday (unless otherwise noted) in order to facilitate maintenance.
14. Bicycles, skateboards, roller blades, scooters, and golf carts are not permitted on the pool deck area inside the pool gates at any time.
15. No one shall block or place an object to block any exit or entrance to a pool area.
16. Food delivery from outside food vendors is prohibited within the pool/deck area. All food deliveries from outside vendors are required to be delivered to the front desk of the Marshall Creek Amenity Center or Sweetwater Creek Fitness Center.
17. Hanging on the lane lines, interfering with the lap-swimming lane, and unauthorized diving are prohibited.
18. The staff at the Marshall Creek Amenity Center and Sweetwater Creek Fitness Center reserves the right to control all programs and activities, including the number of guest participants, equipment, and supplies usage, etc. conducted at the pool including swim lessons, aquatic/recreational programs, and pool parties.
19. Any person swimming when the pool is closed may be suspended from using the pool. The hours during which the pool is attended by a lifeguard will be posted.
20. Proper swim attire (no cutoffs) must be worn in and around the pool.
21. No chewing gum is permitted in the pool or on the pool deck area.
22. Outside alcoholic beverages are not permitted in the pool area, but instead may be purchased at the poolside café. Notwithstanding the prior sentence, alcoholic beverages may be

consumed in the Amenity Facilities (including the pool deck) at events pre-approved by MCCDD and/or SCCDD.

23. No diving, jumping, pushing, running, or other horseplay is allowed in the pool or on the pool deck area. Facility staff reserves the right to enforce pool warnings, as set forth in this document, including 1<sup>st</sup> warnings, “time-outs,” suspensions, and expulsions.
24. All diaper or changing of clothes must be done in the outside pool bathrooms.
25. Radio controlled watercrafts are not allowed in the pool area, unless it is a MCCDD and/or SCCDD sponsored event.
26. Pool entrances must be kept clear at all times.
27. Smoking (including electronic cigarettes) is not permitted in the Amenity Facilities, in any pool, on any pool deck, or any other area as designated by law.
28. No pets (except for Service Animals) are allowed in the pool area.
29. No swinging on ladders, fences, or railings is allowed.
30. Pool furniture is not to be removed from the pool area.
31. Loud, profane, or abusive language is prohibited.
32. Children less than forty inches tall are not permitted to utilize the MCCDD Family Pool slide.

The MCCDD Family Pool Slide may be used under the following conditions:

- a. Patron must be able to climb and slide unassisted.
- b. One person at a time.
- c. Slide feet first and face up.
- d. Wait for lifeguard to signal before starting the ride.
- e. Do not run, dive, stand, kneel, rotate, or stop in the slide.
- f. Keep arms, hands, and legs inside flume at all times.
- g. No flotation devices are allowed on the water slide unless specifically provided by lifeguard for the purpose of use on the slide.
- h. The slide may only be used while lifeguards are on duty.
- i. No shorts with snaps or rivets will be allowed.
- j. The slide is to be used at your own risk.



- k. For safety reasons, pregnant women and persons with health conditions or back problems should not ride the water slide.
  - l. No swimming directly in front, or at the base, of the slide.
  - m. No climbing out of the pool directly next to the slide. Exit using the stairs.
33. All Patrons and Guests must be 18 years of age or older to use the MCCDD Adult Pool and deck.

### **Lap Swimming Rules**

All Patrons in a lap lane must swim laps. Maximum occupancy is 4 Patrons per lane. Individuals not swimming laps or slow swimmers will be asked to leave the lap lanes and use recreation/social area at the MCCDD Adult Pool. Only Patrons eighteen (18) years or older are permitted to use the lap lanes at the MCCDD Adult Pool. Patrons younger than eighteen (18) years old may use the SWCCD Swimming Pool and MCCDD Family Pool for swimming laps.

- 1. Equipment such as pull buoys, masks, fins, snorkels, and paddles may be used at the MCCDD Adult Pool only with prior approval.
- 2. Patrons must swim in a circular direction.
- 3. The SCCDD Swimming Pool may be utilized by certain swim teams at certain times. Management has discretion to determine the number of lanes to be used at the SCCDD Swimming Pool when the swim team is utilizing the SCCDD Swimming Pool.
- 4. The SCCDD swimming pool is “heat capable.”

### **SECTION E. SWIMMING POOL: THUNDERSTORM POLICY**

The lifeguards, if present, are in control of the operation of the swimming pool during thunderstorms and heavy rain. The lifeguards will control whether swimming is permitted or not during the times the pool is attended. During periods of heavy rain, thunderstorms, and other inclement weather the pool will be closed.

### **SECTION F. SWIMMING POOL: FECES POLICY**

- 1. No one shall pollute the pool. The Patron responsible for the individual who pollutes the pool is liable for any costs incurred in treating and reopening the pool.
- 2. If contamination occurs, the pool will be closed for twelve (12) hours and the water will be shocked with chlorine to kill the bacteria.
- 3. Parents should take their children to the restroom before entering the pool.

4. If a child is not completely potty-trained, they must wear a rubber lined swim diapers swim diaper, as well as a swimsuit over the swim diaper, at all times.

**SECTION G.**  
**GENERAL FITNESS CENTER RULES**

1. Usage of the fitness center is permitted only during designated operating hours, as posted at the fitness center.
2. Children aged fourteen (14) and fifteen (15) years of age must be accompanied by a parent or legal guardian of at least eighteen (18) years of age to use the fitness area. No children under the age of fourteen (14) are allowed in the fitness area, except that:
  - (a) Children aged thirteen (13) years and older may use the cardio and strength rooms of the fitness center upon the following conditions:
    - (1) Child must be accompanied by a parent or legal guardian of at least eighteen (18) years of age; and
    - (2) Child is involved in an organized sport activity where fitness training is integral to the sport activity, as validated by their coach in writing; and
    - (3) Coach and child's physician provide a written training program and attests that the child has the mental and physical ability to participate in the training; and
    - (4) All documentation required herein shall be provided to a CDD fitness trainer for approval.
3. All Patrons using the fitness center must register before entering. Use of the equipment is at your own risk.
4. All Guests must be registered and accompanied by a Patron before entering the fitness center. Patrons must accompany their Guests at all times while in the fitness center.
5. All Patrons and Guests using the fitness center are expected to conduct themselves in a responsible, courteous, and safe manner in compliance with fitness center rules and regulations.
6. Appropriate clothing is always required in the fitness center. Appropriate clothing means t-shirts, shorts, leotards, and/or sweat suits.
7. All Patrons and Guests must wear athletic footwear, which covers the entire foot.
8. Food is permitted in lobby area only. Water and sports drinks in non-glass containers, however, are permitted in the fitness center when sealed and covered.
9. Smoking, electronic cigarettes, and smokeless tobacco products are not permitted anywhere in the fitness center.

10. The chewing of gum is not permitted in the fitness center.
11. Headphones are to be used with all electronic devices.
12. Loud, profane, or abusive language is prohibited.
13. Patrons and Guests exercise at their own risk. Everyone is responsible for his or her own Safety.
14. All emergencies or injuries must be reported to the Manager, as well as the District Management Office. Disregard to any fitness center rule will result in expulsion from the fitness center and/or loss of fitness center privileges.
15. All broken equipment should immediately be reported to the Manager on duty as well as the General Manager, whose phone number is (904) 829-8584 or (904) 810-0520.
16. Equipment may not be removed from the fitness center for any reason.
17. Everyone is responsible for wiping off the equipment after use.
18. You should limit cardiovascular equipment usage to 30 minutes if others are waiting for the equipment, stepping aside between multiple sets on the weight equipment, and restacking weights after usage.
19. The Amenity Facilities reserves the right to authorize all programs and activities at the fitness facilities including group fitness classes, personal training, massage/spa services, etc. and reserve the right to discontinue any such program(s) or activities due to concerns with safety and other conflicts with the operation of the Amenity Facilities.
20. Everyone is responsible for removing the weight plates that he or she has used on the plate-loaded machine and returning all plates, dumbbells, barbells, and other equipment to the proper storage places.
21. Hand chalk is not permitted.
22. Weight plates are not to be attached to weight stacks on the machines.
23. Weights, dumbbells, and bars shall be not to be dropped. Everything should be placed down gently.
24. Benches and machines are not to be stepped on.
25. Dumbbells, weight plates, and barbells shall not be placed on the benches.
26. Dogs and other pets (with the exception of Service Animals) are not permitted in the fitness center.
27. Private fitness trainers are not allowed. All trainers are pre-approved by the MCCDD and SCCDD providing evidence of acceptable training certificates and insurance as required by the MCCDD and SCCDD.

28. Use of headphones or earbuds is required while listening to audio on a mobile device while in the fitness center. Phone calls that exceed two (2) minutes should be restricted to areas outside of the fitness center.
29. The sauna and steam room located at the MCCDD Amenity Center may only be used by Patrons sixteen (16) years of age or older.

**SECTION H.**  
**TENNIS FACILITIES RULES**

1. All players shall check in at the tennis pro shop prior to playing. Unreserved tennis courts will be assigned on a first come, first serve basis. Clinic, lesson, and Guest fees are to be paid prior to stepping on the court(s).
2. A Patron may make a court reservation by calling the tennis shop or in person. Reservations are allowed for one court, up to 72 hours in advance.
3. The length of time for a court reservation is 1 1/2 hours for singles and 2 hours for doubles. If a Patron arrives more than 15 minutes late for a reservation, that court will be forfeited if there are others waiting.
4. Tennis court usage may be limited or suspended from time to time for sponsored events or lessons, as approved by the Manager.
5. Proper tennis attire shall be worn at all times; cutoffs or jeans are prohibited. Only smooth sole tennis shoes shall be worn. Running shoes and cross-training shoes are prohibited due to risk of injury and damage to courts.
6. Proper court etiquette should be observed at all times. Profanity and/or disruptive behavior are prohibited.
7. Use of the tennis courts are permitted only during operating hours, as posted.
8. Tennis courts are for tennis only. Equipment such as skateboards, roller blades, or scooters are not allowed on courts.
9. Children under twelve (12) years of age must be accompanied by a parent or other person of at least eighteen (18) years of age.
10. Glass containers, food, and smoking (including electronic cigarettes) are prohibited on or near the courts.
11. All vehicles, including, but not limited to, golf carts, bicycles, baby carriages/strollers, and scooters, are restricted from being parked on or near the tennis courts. Golf carts shall be parked in the parking lot. Bicycles shall be parked at the bike rack located by Court 1.
12. The Amenity Facilities reserve the right to authorize all programs and activities at the Tennis Facilities including tennis tournaments, clinics, lessons, socials, etc. and reserves the right to

discontinue any such programs or activities due to concerns with safety and other conflicts with the operation of the Amenity Facilities.

13. Patrons may bring beer and/or wine for their responsible personal consumption at designated areas and times as designated by the staff within the Tennis Facilities.
14. Music is not permitted on any courts unless approved by Tennis Management.

**SECTION I.**  
**AMENITY CENTER ROOM RENTAL POLICY**

1. Only Patrons may utilize the Amenity Centers for private parties.
2. The current pool regulations and the Policies apply.
3. Check with the Manager regarding the anticipated date for the party in order to determine availability. A reservation must be made, and a private rental agreement accepted by the Amenity Manager prior to date of rental.
4. No trackless trains, inflatables, trampolines, or battery- or gas-powered vehicles of any kind are permitted in the Amenity Center or Pool Pavilion at any time. The staking of tents and other acts which may cause damage to the MCCDD Amenity Center or Sweetwater Creek Fitness Center, or grounds are also prohibited. The staking of tents is allowed at the Sweetwater Creek Fitness Center during swim team competition and are permitted on the grass at the rear of the Sweetwater Creek Fitness Center building only.
5. The range of rates and fees for the use of the Marshall Creek Amenity Center’s community room is as follows:

Community Room Rental	\$150-\$350 for 4 hours during business hours (10:00 am - 2:00 pm OR 3:00 pm - 7:00 pm) Additional \$75-\$150 for rentals after business hours (7:30 pm – 11:30 pm) (staff present)
Community Room Deposit for Rentals	\$250-\$500
Community Room Rental Cleaning Fee (Optional; 14-day advance notice required)	\$200-\$300

**SECTION J.**  
**ATHLETIC PARK AND ATHLETIC PARK PAVILION POLICIES**

1. For rules and regulations of the Athletic Park and the Athletic Park Pavilion, please visit <http://www.co.st-johns.fl.us/Recreation/pavilions.aspx>.
2. All reservations are to be made directly with the County to reserve the Athletic Park Pavilion for the St. Johns County Park and Pavilion at Palencia, located at 649 Palencia Club Drive, St.

Augustine, FL 32095. The Palencia Amenity Centers will no longer accept reservations and will refer all calls to the St. Johns County Parks & Recreation Department at (904) 209-0333.

Please be advised, that although the pavilion area can be reserved, the County nor the MCCDD can deny other members of the general public from use of the playground area or athletic fields during a scheduled event.

3. For Athletic Park and ball field reservations, please contact the coordinator at the St Johns County Parks and Recreation Department at (904) 209-0333.

### **SECTION K.** **MCCDD VILLAGE GREEN POLICIES**

For the comfort and safety of all Patrons, residents, and guests, all children under the age of sixteen (16) years of age must be accompanied by a parent or legal guardian of at least eighteen (18) years of age while on the Village Green. The Village Green is not a “playing” park area. There are several areas appropriate for children to play in the community. Therefore, the following activities/items are prohibited on the Village Green:

1. Running, rough playing;
2. Playing with or around the water fountains or any of the water areas;
3. Touching, removing, picking up, or throwing of the rocks, mulch, or plant materials (including fruit from the trees);
4. Loud noise; and
5. Golf carts, bicycles, scooters, and skateboards – foot traffic is the only mode of traffic.

### **SECTION L.** **DOG PARK POLICIES**

1. The park’s operating hours are dawn to dusk.
2. The park is not staffed and shall be used at the user’s own risk. The Sweetwater Creek Community Development District is not responsible for injuries to visiting dogs, their owners, or others using the park, nor is the District responsible for the escape of any visiting dogs.
3. Dispose of trash in proper receptacle.
4. Park for use by residents, Patrons and guests only.
5. All owners are responsible for the behavior of their dogs at all times.
6. Dogs must be leashed while entering and exiting dog park.
7. Dog waste must be cleaned up by owner immediately.

8. Owners must be within dog park and supervising their dog with leash readily available.
9. Handler must be at least 16 years of age.
10. Children under 12 must be accompanied by an adult and supervised at all times.
11. Aggressive dogs must be removed immediately.
12. Dogs should be under voice control.
13. Dogs must wear current county tags and have a current rabies vaccination.
14. Owner must immediately fill in any holes dug by their dogs.
15. Dogs in heat are not allowed in the park.
16. Limit three dogs per adult dog handler.
17. Puppies under four months of age shall not enter the dog park.
18. Human or dog food inside the dog park is prohibited.
19. Dog toys are not permitted inside the dog park.
20. The dog park is designated a “No Smoking” (including electronic cigarettes) area.

**SECTION M.**  
**SUSPENSION AND TERMINATION OF PRIVILEGES**

1. **Introduction.** This rule addresses disciplinary and enforcement matters relating to the use of the amenities and other properties owned and managed by the District (“Amenity Centers” or “Amenity Facilities”).
2. **General Rule.** All persons using the Amenity Facilities and entering District properties are responsible for compliance with the rules and policies established for the safe operations of the District’s Amenity Facilities.
3. **Patron Card.** Patron Cards are the property of the District. The District may request surrender of, or may deactivate, a person’s Patron Card for violation of the District’s rules and policies established for the safe operations of the District’s Amenity Facilities.
4. **Suspension and Termination of Rights.** The District, through its Board, District Manager, and Operation Manager shall have the right to restrict or suspend, and after a hearing as set forth herein, terminate the Amenity Facilities access of any Patron and members of their household or Guests to use all or a portion of the Amenity Facilities for any of the following acts (each, a “Violation”):
  - a. Submitting false information on any application for use of the Amenity Facilities, including but not limited to facility rental applications;

- b. Failing to abide by the terms of rental applications;
- c. Permitting the unauthorized use of a Patron Card or otherwise facilitating or allowing unauthorized use of the Amenity Facilities;
- d. Exhibiting inappropriate behavior or repeatedly wearing inappropriate attire;
- e. Failing to pay amounts owed to the District in a proper and timely manner (with the exception of special assessments);
- f. Failing to abide by any District rules or policies (e.g., Amenity Policies);
- g. Treating the District's staff, contractors, representatives, residents, Patrons or Guests, in a harassing or abusive manner;
- h. Damaging, destroying, rendering inoperable or interfering with the operation of District property, or other property located on District property;
- i. Failing to reimburse the District for property damaged by such person, or a minor for whom the person has charge, or a guest;
- j. Engaging in conduct that is likely to endanger the health, safety, or welfare of the District, its staff, amenities management, contractors, representatives, residents, Patrons or Guests;
- k. Committing or is alleged, in good faith, to have committed a crime on or off District property that leads the District to reasonably believe the health, safety or welfare of the District, its staff, contractors, representatives, residents, Patrons or Guests is likely endangered;
- l. Engaging in another Violation after a verbal warning has been given by staff (which verbal warning is not required); or
- m. Such person's guest or a member of their household committing any of the above Violations.

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

- 5. **Authority of District Manager, Director of Amenities, and Operation Manager.** The District Manager, Director of Amenities, Operation Manager or their designee has the independent ability to remove any person from one or all Amenities if a Violation occurs or if in his/her reasonable discretion it is the District's best interests to do so. The District Manager, Director of Amenities, or Operation Manager may independently at any time restrict or suspend for cause or causes, including but not limited to a Violation, any person's privileges to use any or all of the Amenities until the next regularly scheduled meeting of the Board of Supervisors that is at least twenty-one (21) days after the initial suspension., In the event of such a suspension, the District Manager or his or her designee shall mail a letter to the person suspended referencing the conduct at issue, the sections of the District's rules and policies violated, the time, date, and location of the next regular Board meeting where the person's suspension will be presented to the Board, and a statement that the person has a right to appear before the Board and offer testimony and evidence why the suspension should be lifted. If the person is a minor, the letter shall be sent to the adults at the address within the community where the minor resides.
- 6. **Administrative Reimbursement.** The Board may in its discretion require payment of an administrative reimbursement of up to Five Hundred Dollars (\$500) in order to offset the actual



legal and/or administrative expenses incurred by the District as a result of a Violation (“Administrative Reimbursement”). Such Administrative Reimbursement shall be in addition to any suspension or termination of Amenity access, any applicable legal action warranted by the circumstances, and/or any Property Damage Reimbursement (defined below).

7. **Property Damage Reimbursement.** If damage to District property occurred in connection with a Violation, the person or persons who caused the damage, or the person whose guest caused the damage, or the person who has charge of a minor that caused the damage, shall reimburse the District for the costs of cleaning, repairing, and/or replacing the property (“Property Damage Reimbursement”). Such Property Damage Reimbursement shall be in addition to any suspension or termination of Amenity access, any applicable legal action warranted by the circumstances, and/or any Administrative Reimbursement.
  
8. **Initial Hearing by the Board; Administrative Reimbursement; Property Damage Reimbursement.**
  - a. If a person’s Amenity Facilities privileges are suspended, as referenced in Section 5, a hearing shall be held at the next regularly scheduled Board meeting that is at least eight (8) days after the initial suspension, as evidenced by the date of notice sent by certified electronic or other mail service or as soon thereafter as a Board meeting is held if the meeting referenced in the letter is canceled, during which both District staff and the person subject to the suspension shall be given the opportunity to appear, present testimony and evidence, cross examine witnesses present, and make arguments. The Board may also ask questions of District staff, the person subject to the suspension, and witnesses present. All persons are entitled to be represented by a licensed Florida attorney at such hearing if they so choose. Any written materials should be submitted at least seven (7) days before the hearing for consideration by the Board. If the date of the suspension is less than eight (8) days before a Board meeting, the hearing may be scheduled for the following Board meeting at the discretion of the suspensee.
  - b. The person subject to the suspension may request an extension of the hearing date to a future Board meeting, which shall be granted upon a showing of good cause, but such extension shall not stay the suspension.
  - c. After the presentations by District staff and the person subject to the suspension, the Board shall consider the facts and circumstances and determine whether to lift or extend the suspension or impose a termination. In determining the length of any suspension, or a termination, the Board shall consider the nature of the conduct, the circumstances of the conduct, the number of rules or policies violated, the person’s escalation or de-escalation of the situation, and any prior Violations and/or suspensions.
  - d. The Board shall also determine whether an Administrative Reimbursement is warranted and, if so, set the amount of such Administrative Reimbursement.
  - e. The Board shall also determine whether a Property Damage Reimbursement is warranted and, if so, set the amount of such Property Damage Reimbursement. If the cost to clean, repair and/or replace the property is not yet available, the Property Damage Reimbursement shall be fixed at the next regularly scheduled Board meeting after the cost to clean, repair, and/or replace the property is known.
  - f. After the conclusion of the hearing, the District Manager shall mail a letter to the person suspended identifying the Board’s determination at such hearing.

9. **Suspension by the Board.** The Board on its own initiative acting at a noticed public meeting may elect to consider a suspension of a person's access for committing any of the Violations outlined in Section 4. In such circumstance, a letter shall be sent to the person suspended which contains all the information required by Section 5, and the hearing shall be conducted in accordance with Section 8.
10. **Automatic Extension of Suspension for Non-Payment.** Unless there is an affirmative vote of the Board otherwise, no suspension or termination will be lifted or expire until all Administrative Reimbursements and Property Damage Reimbursements have been paid to the District. If an Administrative Reimbursement or Property Damage Reimbursement is not paid by its due date, the District reserves the right to request surrender of, or deactivate, all access cards or key fobs associated with an address within the District until such time as the outstanding amounts are paid.
11. **Appeal of Board Suspension.** After the hearing held by the Board required by Section 8, a person subject to a suspension or termination may appeal the suspension or termination, or the assessment or amount of an Administrative Reimbursement or Property Damage Reimbursement, to the Board by filing a written request for an appeal ("Appeal Request"), as referenced in Section 8(e). The filing of an Appeal Request shall not result in the stay of the suspension or termination. The Appeal Request shall be filed within thirty (30) calendar days after mailing of the notice of the Board's determination as required by Section 8(f), above. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt by the District. Failure to file an Appeal Request shall constitute a waiver of all rights to protest the District's suspension or termination and shall constitute a failure to exhaust administrative remedies. The District shall consider the appeal at a Board meeting and shall provide reasonable notice to the person of the Board meeting where the appeal will be considered. At the appeal stage, no new evidence shall be offered or considered. Instead, the appeal is an opportunity for the person subject to the suspension or termination to argue, based on the evidence elicited at the hearing, why the suspension or termination should be reduced or vacated. The Board may take any action deemed by it in its sole discretion to be appropriate under the circumstances, including affirming, overturning, or otherwise modifying the suspension or termination. The Board's decision on appeal shall be final.
12. **Legal Action; Criminal Prosecution; Trespass.** If any person is found to have committed a Violation, such person may additionally be subject to arrest for trespassing or other applicable legal action, civil or criminal in nature. If a person subject to a suspension or termination is found at the Amenity Facilities, such person will be subject to arrest for trespassing. If a trespass warrant is issued to a person by a law enforcement agency, the District has no obligation to seek a withdrawal or termination of the trespass warrant even though the issuance of the trespass warrant may effectively prevent a person from using the District's Amenity Facilities after expiration of a suspension imposed by the District.
13. **Severability.** If any section, paragraph, clause or provision of this rule shall be held to be invalid or ineffective for any reason, the remainder of this rule shall continue in full force and effect, it being expressly hereby found and declared that the remainder of this rule would have been adopted despite the invalidity or ineffectiveness of such section, paragraph, clause or provision.

**SECTION N.**  
**ASSIGNMENT OF RIGHTS BY DISTRICT PROPERTY OWNERS**

1. District property owners may elect to assign their right to the use of the Amenity Centers to lessees of their property located within the District in accordance with the provisions of this Section.
  - a. All assignments must be in writing and contain a clear affirmative assignment of the property owner's rights for the use and enjoyment of the Amenity Centers.
  - b. A copy of the written agreement must be provided to the District and the Manager immediately upon execution.
  - c. District property owners who assign their right to use the Amenity Facilities are prohibited from the use of the Amenity Facilities, including rental of the pavilion or Amenity Centers' room(s), without payment of the Annual User Fee as provided for nonresidents.
  - d. Assignees shall assume all liabilities associated with the assignment of rights to the use the Amenity Center.
  - e. Acceptance by the Districts of any such assignment shall not be considered an assignment of the District property owner's obligations regarding the payment of any fee or assessment levied by the Districts or in any way impede, alter, or restrict the power of the Districts to enforce the collection of fees and assessments as provided by law.
  - f. Property owners may not assign their rights use the Amenity Center to short-term renters (e.g., renters for a period of under thirty (30) days) or individuals using said homes as a vacation rental.

**SECTION O.**  
**USER FEES FOR NON-RESIDENTS**

1. The Annual User Fee for non-residents is:
  - a. \$3,500 per non-resident Patron for use of the Tennis Facilities and Swim and Fitness r Facilities.
  - b. \$3,000 per non-resident Patrons for use of the Tennis Facilities only.
  - c. \$1,800 per non-resident Single Patron for use of the Tennis Facilities only.
  - d. \$100 per non-resident Swim Team Patron for use of the SCCDD fitness pool (Swim Team Patron shall include members of swim teams approved by the Board of Supervisors of either the MCCDD or SCCDD).

2. A Guest Card, good for a total of thirty (30) guest passes at either the MCCDD or SCCDD Swim and Fitness facilities and eight (8) guest passes at the Tennis Facilities, will be issued with the Patron Card. Once all thirty guest passes have been utilized, an additional twelve (12) guest passes can be purchased for \$75.00.
3. A Daily Pass for use at either the Tennis Facilities or the MCCDD or SCCDD Swim and Fitness Facilities may be purchased for \$10.00 per Guest, per day.
4. A Weekly House Guest Pass for use of the Tennis Facilities or Pool and Fitness Facilities by guests who reside outside the 40-mile radius surrounding the Districts may be purchased for a fee of \$25.00 per House Guest. A Weekly House Guest Pass shall be valid for seven (7) consecutive days.
5. A Monthly House Guest Pass for use of the Tennis Facilities or Pool and Fitness Facilities by guests who reside outside the 40-mile radius surrounding the Districts may be purchased for a fee of \$75.00 per House Guest. A Monthly House Guest Pass shall be valid for thirty (30) consecutive days.

**SECTION P.**  
**TOLOMATO RIVER BOARDWALK AT PALENCIA**

The Tolomato River Boardwalk is for the use of the residents of the District, their guests, and the general public. These rules are designed to maximize the safe and enjoyable use of the Tolomato River Boardwalk system, and to protect wetland vegetation and wildlife.

**\*\*\*\* USE AT YOUR OWN RISK – MCCDD AND SWCCDD ARE NOT RESPONSIBLE  
FOR PERSONAL PROPERTY OR PERSONAL INJURY \*\*\*\***

1. The authorized Tolomato River Boardwalk vehicle parking areas are located at the St. Johns County Park at Palencia, located on Palencia Village Drive - the park with the ship playground, and the Palencia Amenity Facilities, located in the Village Center at 625 Palencia Club Drive.
2. All areas surrounding the Tolomato River Boardwalk system are environmentally sensitive areas. All cautions are to be made to protect the natural inhabitants, marshes, animals, and wildlife. No plants, trees, or animal life are to be removed, touched, walked on, trampled, or damaged in any way.
3. Children under the age of twelve (12) are not permitted on the Tolomato River Boardwalk system without a legal guardian eighteen (18) years of age or older.
4. Excepting the entrance, leaving or departing the Tolomato River Boardwalk system or its designated areas is not permitted.
5. The Tolomato River Boardwalk hours of operation are during daylight hours, from dawn until dusk, sunrise to sunset. Overnight stays or camping are not permitted on the Tolomato River Boardwalk system.
6. Residents, guests, and users are encouraged to access the Tolomato River Boardwalk entrance by walking or riding their bicycles. Appropriate footwear is required. A bicycle rack will be located at the entrance to Tolomato River Boardwalk. The entrance to the Tolomato River

Boardwalk is situated adjacent to several private property home sites. Residents, guests and users of the Tolomato River Boardwalk are asked to respect the enjoyment of this private property by not parking any vehicles, including, but not limited to, automobiles or golf carts, anywhere except at the two Authorized Parking Area locations defined above in paragraph 1. No parking for the Tolomato River Boardwalk has been provided along Costa Blanca Road, Hickory Hill Drive, or North River Drive. (*See* Paragraph 1 for authorized parking locations).

7. The Tolomato River Boardwalk is intended for pedestrian foot traffic and persons in wheelchairs only. Wheeled vehicles, including automobiles, trucks, motorcycles, all-terrain vehicles (ATV), golf carts, scooters (motorized or non-motorized), skateboards (motorized or non-motorized), power wheel-type children's vehicles, skates, bicycles, or any other motorized or non-motorized vehicles are not permitted anywhere on the Tolomato River Boardwalk system. Acceptable wheeled vehicles include ADA- compliant wheelchairs, and tandem baby strollers or wagons used to transport babies or small children. Double-wide strollers are not permitted anywhere on the Tolomato River Boardwalk system. A bike rack at the front entrance to the Tolomato River Boardwalk is available where bicyclists may leave their bikes prior to using the Tolomato River Boardwalk system.
8. NOTE: Motorized MCCDD carts and bicycles will be used for security purposes and to maintain and haul trash from the Tolomato River Boardwalk system.
9. Fireworks of any kind are not permitted anywhere on the Tolomato River Boardwalk system. Alcohol is not permitted anywhere on the Tolomato River Boardwalk system.
10. The Tolomato River Boardwalk is for the enjoyment of nature under quiet conditions. Shouting and radios are incompatible with such enjoyment, and thus, radios or other loud noise-generating devices, other than personal headphones, are not permitted anywhere on the Tolomato River Boardwalk system.
11. Running and rough play is not permitted on the Tolomato River Boardwalk system.
12. The Tolomato River Boardwalk is not for the use of private parties.
13. Smoking (including electronic cigarettes) or fires of any kind are not permitted anywhere on the Tolomato River Boardwalk system.
14. Fishing is permitted, with required licenses, only at the designated fishing pier area at the end of the Tolomato River Boardwalk. Fishing is not permitted on any other portion of the Tolomato River Boardwalk system. Residents, guests, and users must fish in accordance with State of Florida Fish and Wildlife Conservation Commission fishing license and permit requirements (<http://www.floridaconservation.org/license/>).
15. All pets must always be leashed. Pet owners are responsible for policing of pet excrement. If pets and pet waste become a nuisance or problem, the MCCDD Board may be forced revise the policy to prohibit pets. The Tolomato River Boardwalk users and their pets are not permitted to leave the Tolomato River Boardwalk for any reason other than the entrance/exit (*See* Paragraph 2).
16. Hunting is not permitted anywhere on or off the Tolomato River Boardwalk system.

17. Horses and horseback riding is not permitted anywhere on the Tolomato River Boardwalk system.
18. No electrical outlets are provided for any purpose. Power generators of any kind are not permitted anywhere on or near the Tolomato River Boardwalk system.
19. Food and non-alcoholic beverages are allowed only in designed picnic areas. All picnic areas are available for use based on the first come basis.
20. Board walkers are encouraged to carry out all trash they bring in. Trash and all refuse should be secured in proper trash bags, properly tied, and disposed in designated trash receptacles.
21. No boats motorized or non-motorized, nor any other water vessel shall be anchored or docked on or off the Tolomato River Boardwalk system.
22. Violations of these policies and procedures for the Tolomato River Boardwalk system, or any amenity, will subject the party(ies) to penalties of law, environmental regulatory agencies, and potential loss of privileges to any and all Amenity Facilities. The District will hold any user(s) personally and legally responsible for any activities which result in violations of environmental regulatory requirements.
23. We highly encourage Tolomato River Boardwalk users to carry their personal cell phones on the Tolomato River Boardwalk system, as there is no other form of communication provided or available.
24. Report maintenance or vandalism concerns to the local District office, 904-810-0520.

Thank you for doing your part to make the Tolomato River Boardwalk system a wonderful experience and pleasant place for everyone to enjoy.

**GUEST PASS ADDENDUM – A**

<b>SWIM &amp; FITNESS GUEST PRIVILEGES</b>		
<b>Guest Pass Description &amp; Rate</b>	<b>Pass Restrictions</b>	<b>Pass Privileges</b>
<u>Annual Guest Pass</u> Each Patron household will be issued 30 annual guest passes. An additional 12 passes can be purchased for \$75.00. All passes must be used prior to purchasing additional sets of 12.	Sign in is required at the Amenity front desk. Guest must be accompanied by a Patron at all times. A Guest Pass is required for use at each amenity. A Guest Pass is not valid for group fitness classes.	Use of pools and fitness facilities in accordance with the Policies and rules.
<u>Daily Pass</u> \$10 fee per day per person.	Sign in is required at the Amenity front desk. Guest must be accompanied by a Patron at all times. Daily Pass is not valid for group fitness classes. A Daily Pass is valid for day of issue only.	Use of pools and fitness facilities in accordance with the Policies and rules.
<u>Weekly House Guest Pass</u> \$25 weekly fee per individual guest age 16 or older and who resides outside the 40-mile radius surrounding the District.	Sign in is required at the Amenity front desk. Guest must be accompanied by a Patron when signing in. Guest must be accompanied by a Patron at all times when using the facilities, except when using the MCCDD pools Monday through Thursday. A Weekly House Guest Pass is valid for 7 consecutive days but is not valid for group fitness classes.	Use of pools and fitness facilities in accordance with the Policies and rules.
<u>Monthly House Guest Pass</u> \$75 monthly fee age 16 or older and who resides outside the 40-mile radius surrounding the District.	Sign in is required at the Amenity front desk. Guest must be accompanied by a Patron when signing in. Guest must be accompanied by a Patron at all times when using the facilities, except when using the MCCDD pools Monday through Thursday. A Monthly House Guest Pass is valid for 30 consecutive days but is not valid for group fitness classes.	Use of pools and fitness facilities in accordance with the Policies and rules.

<b>TENNIS GUEST PRIVILEGES</b>		
<b>Guest Pass Description</b>	<b>Pass Restrictions</b>	<b>Pass Privileges</b>
<u>Guest Pass</u> Each Patron household will be issued 8 annual guest passes.	Guest must be accompanied by a Patron. A Guest Pass cannot be used for league play.	Use of tennis facilities in accordance with the Policies and rules. Subject to court availability.
<u>Daily Pass</u> \$10 fee per day per person.	Guest must be accompanied by a Patron. A Daily Pass is valid for day of issue only	Use of tennis facilities in accordance with the Policies and rules. Subject to court availability.

<u>Weekly House Guest Pass</u> \$25 weekly fee per individual guest age 16 or older who resides outside the 40-mile radius surrounding the District.	Guest must be accompanied by a Patron. A Weekly House Pass is valid for 7 consecutive days.	Use of tennis facilities in accordance with the Policies and rules. Subject to court availability.
<u>Monthly House Guest Pass</u> \$75 monthly fee age 16 or older and who resides outside the 40-mile radius surrounding the District.	Guest must be accompanied by a Patron. A Monthly House Guest Pass is valid for 30 consecutive days.	Use of tennis facilities in accordance with the Policies and rules. Subject to court availability.

**Notes**

- (1) Except as otherwise stated in these policies, guest passes are required for use of the Tennis Facilities and Swim and Fitness Facilities every day of the year. A Guest may be a Guest of a single or multiple Patron(s) for the Tennis Facilities no more than a total of eight (8) times per calendar year, and the Swim and Fitness Facilities no more than a total of fifteen (15) times per calendar year. Patrons must accompany their Guest(s) to the Tennis Facilities and Swim and Fitness Facilities.
- (2) Guest passes for the Swim and Fitness Facilities are not required for caregivers. Caregivers are defined as someone caring for a child or special needs adult. Caregivers may only have access to the Marshall Creek CDD family pool; however special needs adult caregivers may have access to the fitness facilities. The child or special needs adult must be present with his or her(s) Patron Card. Caregivers must be pre-registered prior to admittance.
- (3) Guest privileges are subject to facility availability. Guests should refer to the District’s calendar for amenity closures for Leagues and Tournament usage.
- (4) Patrons may use no more than four (4) guest passes per visit to the MCCDD and SCCDD swimming pools, and eight (8) guest passes per visit to all other Amenity Facilities. A Patron under the age of eighteen (18) may accompany no more than two (2) Guests at a time.
- (5) CDD Management will turn away anyone that is not an official Guest. AIRBNB, VRBO, etc. and less than 30-day rentals are not defined as Guest.



## SWIM TEAM POLICIES ADDENDUM – B

### **Guidelines for Swim Team Usage**

1. All Swim Team usage of District Amenity Facilities must be pre-scheduled with District staff at least 30 days prior to the beginning of practices.
2. All Swim Team members must be District residents, paid users of the District's Amenity Facilities, lifeguards at the facility, or Swim Team coaches and their minor children.
3. Swim Team is responsible for ensuring that Swim Team members and visiting teams abide by all facility rules and policies.
4. Except with the prior approval of the District, no Swim Team competitions may be held on weekends or on days that the pool is closed.
5. Swim Team shall be responsible for straightening chairs and disposing of trash in poolside trash receptacles.
6. During Swim Team practices, the swim team shall leave two lanes open for use by non-swim team users. Should the lane reserved for non-swim team users be used by more than three swimmers, the Swim Team shall make another lane available for non-swim team users.
7. Swim Team roster must be provided to the District 30 days prior to practices beginning. Roster must include all coaching staff. Amendments to roster must be provided to District as soon as practical.
8. Proof of insurance must be provided to the District 30 days prior to practices beginning.
9. Swim Team contract with the District must be signed and provided to the District 30 days prior to practices beginning.
10. If the Swim Team wishes to bring in outside "vendors" such as Swim Zone or Planet Swim School, the dates and times must be approved by District staff, two weeks prior to such date.
11. Swim Team is responsible for ensuring that children ages 5 through 12 are accompanied by a parent, coach, or person (13) year old or over at all times.
12. Swim Team shall pay for the cost of any special services (e.g., increased lifeguard coverage), should the District allow or offer such services to the Swim Team.
13. Swim Team shall be responsible for automobile parking on swim meet days. Swim meets are expected to surpass the District's parking lot capacity, and the Swim Team shall have volunteers available to manage such overflow parking. Should the asphalt parking lot and grassy overflow parking area to the south of the asphalt parking lot reach a completely full capacity, the preferred overflow parking area shall be the north bound lane of North Loop Parkway (e.g. – opposite side of street from Amenity Center entrance). Use of temporary "No Parking on this Side of Street" signs shall be permitted two (2) hours prior and one (1) hour after a scheduled swim meet. The Swim Team may also directly seek out permission of nearby vacant landowners for over-flow parking.