

TRIPLE CREEK
COMMUNITY DEVELOPMENT DISTRICT

**RULES AND RATES FOR ALL
AMENITY FACILITIES**

Adopted on March 18, 2014
Amended June 17, 2014

Resident Services Located at:
11920 Streambed Drive
Riverview, FL 33579

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I. DEFINITIONS

“Amenity Facility” or “Amenity Facilities” – shall mean the properties and areas managed or owned by the District and intended for recreational use and shall include, but not specifically be limited to, the Triple Creek clubhouse and pool, playground, and shade structures together with their appurtenant facilities and areas.

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

“Amenity Manager” or “Amenity Staff” – shall mean the District employees or management company, including its employees, staff and agents, contracted by the District to manage all Amenity Facilities within the District.

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

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

“District” – shall mean the Triple Creek Community Development District.

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

“Facility Access Card” or “Access Card” shall mean that certain card issued and administered by the District that provides access to Amenity Facilities.

“Guest” or “Guests” – shall mean any Non-Resident who is invited and accompanied for the day by a Patron to participate in the use of the Amenity Facilities.

“Non-Resident” – shall mean any person or persons that do not own property within the District and also are not non-resident members.

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

“Patron” or “Patrons” – shall mean any person lawfully on the premises abiding by and in accordance with all District rules, including these Rules and Rates for all Amenity Facilities.

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

“Homeowner” – shall mean any person(s) or entity owning property within the District.

II. ANNUAL USER FEE STRUCTURE

The Annual User Fee for persons not owning property within the District is \$1,122.88 per family which may be reviewed each year in conjunction with the adoption of the annual Fiscal Year budgets for Triple Creek Community Development District (“the District”). This fee will cover membership and privileges to use all Amenity Facilities for one (1) full year from the date of receipt of payment by the District. This fee must be paid in full at the time of the completion of the Non-Resident Member application. Each subsequent annual membership fee shall be paid in full on the anniversary date of application for membership. Such fee may be increased without notice or a public hearing, not more than once per year, by action of the Board of Supervisors, to reflect increased costs of operation of the Amenity Facilities; such increase may not exceed ten percent (10%) per year. This membership is not available for commercial purposes.

III. FACILITY ACCESS CARDS

Two (2) Facility Access Cards will to be issued with the purchase of a residential unit in the District or when an Annual User Fee is paid in full; additional cards will be provided for family members sixteen (16) years of age and older at a cost of \$10.00 each. There is a \$10.00 charge to replace any lost or stolen cards. Should a Homeowner assign membership privileges to a Renter, that Renter will be required to purchase access cards at a cost of \$10.00 each which shall only be valid during the term of the lease. An Access Card issued to a Renter will expire on the same date the lease expires, unless notice of the lease renewal is provided to the District. All Patrons will be required to sign an Amenity Facilities registration form upon receiving their access card as a condition of accessing the Amenity Facility.

Facility Access Cards must be displayed at all times when using the Amenity Facilities.

IV. HOMEOWNER ASSIGNMENT & RENTER’S PRIVILEGES

- (1) Homeowners who rent out or lease out their residential unit(s) in the District shall have the right to assign the Renter of their residential unit(s) as the beneficial users of the Homeowner’s membership privileges for purposes of Amenity Facilities use. Homeowner may assign his/her membership privileges in the rental agreement or a separate document, however, written proof acknowledging the assignment shall be necessary before Facility Access Cards may be issued. A Homeowner that assigns the membership privileges associated with any lot in the community is surrendering his/her rights for the full term of the lease period to the Renter. Homeowner privileges shall be reinstated to the Homeowner upon expiration of the lease or proof that the lease has been terminated provided, however, that Homeowner shall be responsible for all fees to obtain new Facility Access Card(s).
- (2) In order for the Renter to be entitled to use the Amenity Facilities, the Renter must acquire a membership with respect to the residence which is being rented or leased. A Renter who is designated as the beneficial user of the Homeowner’s membership shall be entitled to the same rights and privileges to use the Amenity Facilities as the Homeowner.

- (3) Homeowners shall be responsible for all damages caused by the Renter to any Amenity Facilities or charges incurred by their Renters which remain unpaid after the customary billing and collection procedure established by the District. Homeowners are responsible for the department of their respective Renter.
- (4) Renters shall be subject to such other rules and regulations as the Board may adopt from time to time.

V. GUEST POLICY

- (1) **All Pools** – Patrons under eighteen (18) years of age are not permitted to bring any Guests. Patrons eighteen (18) years of age or older are permitted to bring up to two (2) Guests each.
- (2) **Fitness Center** – One (1) Guest per Patron eighteen (18) years of age or older is allowed in the Fitness Center during non-peak usage times only. Patrons may bring a trainer to the Fitness Center for personal training sessions. At no time shall the maximum capacity for the Fitness Center be exceeded. If maximum capacity is reached, priority will be given to Patrons.
- (3) Patrons ages sixteen (16) years of age and older are permitted to bring one (1) Guest to all other amenities except the pools or Fitness Center. That Guest must be sixteen (16) years of age or older and have proper identification to verify age when being accompanied by a Patron sixteen (16) years of age or older.
- (4) Guests must be accompanied by a Patron when using any Amenity Facility. Patron will be responsible for any damages caused by Guests while using facilities.

VI. GENERAL FACILITY PROVISIONS

- (1) The Board reserves the right to amend, modify, or delete, in part or in their entirety, these Rules and Policies when necessary, at a duly-noticed Board meeting, and will notify the Patrons of any changes. However, in order to change or modify rates or fees beyond the increases specifically allowed for by the District's rules and regulations, the Board must hold a duly-noticed public hearing on said rates and fees.
- (2) All Patrons must have their assigned access card upon entering the amenities. Cards are only to be used by the Patron they are issued to.
- (3) Children under sixteen (16) years of age must be accompanied by an adult Patron aged eighteen (18) or older, as provided herein
- (4) Dogs and all other pets (with the exception of Service Animals) are not permitted at the Clubhouse and pool area. Where Service Animals are permitted on the grounds, they

must be leashed. Patrons are responsible for picking up after all pets as a courtesy to the public and in accordance with the law.

- (5) Alcoholic beverages shall not be served or sold, nor permitted to be consumed on the Amenity Facilities premises unless at pre-approved private parties at designated Amenity Facilities listed in this policy manual. Alcoholic beverages may also be served at District pre-approved special events only.
- (6) Vehicles must be parked in designated areas. Vehicles should not be parked on grass lawns, or in any way which blocks the normal flow of traffic.
- (7) Fireworks of any kind are not permitted anywhere on the Amenity Facilities or adjacent areas.
- (8) Only District employees and staff are allowed in the service areas of the Amenity Facilities.
- (9) The Board of Supervisors (as an entity) and the District Manager, the Amenity Manager and its staff shall have full authority to enforce these policies.
- (10) Smoking is not permitted anywhere in the Amenity Facilities, except in designated areas.
- (11) Guests must be accompanied by a Patron while using the Amenities.
- (12) Patrons must present their Access Cards when requested by staff at any Amenity Facility.
- (13) All Patrons must use their card for entrance to the Amenity Facility. All lost or stolen access cards should be reported immediately to the Amenity Center Manager. There will be a \$10.00 replacement fee.
- (14) Disregard for any Amenity Facilities rules or policies may result in expulsion from the facility and/or loss of Amenity Center privileges in accordance with the procedures set forth herein.
- (15) Patrons and their Guests shall treat all staff members with courtesy and respect.
- (16) Golf carts, off-road bikes/vehicles (including ATV's), and motorized scooters are prohibited on all property owned, maintained, and operated by the District or at any of the Facility Amenities within District unless they are owned by the District.
- (17) Skateboarding is not allowed on any Amenity Facilities.
- (18) Commercial advertisements shall not be posted or circulated in the Amenity Facilities. Petitions, posters or promotional material shall not be originated, solicited, circulated or posted on Amenity Facilities property unless approved by the Amenity Manager.
- (19) The Amenity Facilities shall not be used for commercial purposes without written permission from the Amenity Manager and the District Manager. The term "commercial purposes" shall mean those activities which involve, in any way, the provision of goods or services for compensation.

- (20) Firearms or any other weapons are not permitted in any of the Amenity Facilities.
- (21) The Amenity Manager reserves the right to authorize all programs and activities, including the number of participants, equipment and supplies usage, facility reservations, etc., at all Amenity Facilities, except usage and rental fees that have been established by the Board. The Amenity Manager also has the right to authorize management-sponsored events and programs to better serve the Patrons, and to reserve any Amenity Facility for said events (if the schedule permits) and to collect revenue for those services provided. This includes, but is not limited to, various athletic events and programs, and children's programs, social events, etc. Should the District be entitled to any of these revenues based on its established rental or usage fees, the Amenity Manager will be required to compensate the District accordingly.
- (22) There is no trespassing allowed in all designated wetland conservation and/or mitigation areas located on District property. Trespasser will be reported to the local authorities.
- (23) Loitering (the offense of standing idly or prowling in a place, at a time or in a manner not usual for law-abiding individuals, under circumstances that warrant a justifiable and reasonable alarm or immediate concern for the safety of persons or property in the vicinity) is not permitted at any Amenity Facility.
- (24) All Patrons shall abide by and comply with any and all federal, state and local laws and ordinances while present at or utilizing the Amenity Facilities, and shall ensure that any minor for whom they are responsible also complies with the same.
- (25) Various areas of all Amenity Facilities are under twenty-four (24) hour video surveillance.
- (26) Outdoor grilling is prohibited at all Amenity Facilities unless at a District pre-approved special event or in a designated area.
- (27) Inflatable equipment, such as bounce houses, is not permitted at the Amenity Facilities unless specifically authorized by the District. Only commercial bounce houses shall be permitted with proof of appropriate insurance coverage.

VII. DAMAGE TO PROPERTY OR PERSONAL INJURY

Each Patron and each Guest as a condition of use, access or invitation to the Amenity Facility assume sole responsibility for his or her property. The District and its contractors shall not be responsible for the loss or damage to any private property used or stored on the premises of the Amenity Facility.

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

members. The District reserves the right to pursue any and all legal and equitable measures necessary to remedy any losses due to property damage or personal injury.

Any Patron, Guest or other person who, in any manner, makes use of or accepts the use of any apparatus, appliance, facility, privilege or service whatsoever owned, leased or operated by the District or its contractors, or who engages in any contest, game, function, exercise, competition or other activity operated, organized, arranged or sponsored by the District, either on or off the Amenity Facilities' premises, shall do so at his or her own risk, and shall hold the Amenity Facility, the District, the Board of Supervisors, District employees, District representatives, District contractors, and District agents, harmless for any and all loss, cost, claim, injury damage or liability sustained or incurred by him or her, resulting there from and/or from any act of omission of the District, or their respective operators, Supervisors, employees, representatives, contractors, or agents. Any Patron shall have, owe, and perform the same obligation to the District and their respective operators, Supervisors, employees, representative, contractors, and agents hereunder in respect to any loss, cost, claim, injury, damage or liability sustained or incurred by any Guest or family member of such Patron.

Should any party bound by these Policies bring suit against the District, the Board of Supervisors or staff, agents or employees of the District, any Amenity Facility operator or it's officers, employees, representatives, contractors or agents in connection with any event operated, organized, arranged or sponsored by the District or any other claim or matter in connection with any event operated, organized, arranged or sponsored by the District, and fail to obtain judgment therein against the District or the Amenity Facility operator, officers, employee, representative, contractor or agent, said party shall be liable to the District for all costs and expenses incurred by it in the defense of such suit (including court costs and attorney's fees through all appellate proceedings).

VIII. GENERAL AMENITY FACILITY USAGE POLICY

All Patrons and Guests using the Amenity Facilities are required to conduct themselves in a responsible, courteous and safe manner in compliance with all policies and rules of the District governing the Amenity Facilities. Violation of the District's Policies and/or misuse or destruction of Amenity Facility equipment may result in the suspension or termination of District Amenity Facility privileges with respect to the offending Patron or Guest. The District may pursue further legal action and restitution in regards to destruction of Amenity Facility property or equipment.

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

Emergencies: Call 911. After contacting 911, all emergencies and injuries occurring on the Amenity Facilities must be reported to the office of the District Manager (813) 933-5571.

Persons using the Amenity Facilities do so at their own risk. Amenity Manager's staff members are not present to provide personal training, exercise consultation or athletic instruction, unless otherwise noted, to Patrons or Guests. Persons interested in using the Amenity Facilities are encouraged to consult with a physician prior to commencing a fitness program.

IX. GENERAL RULES FOR ALL POOLS

- (1) There shall be posted signage as follows:

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

- (2) All Patrons must use their assigned Facility Access Card to enter the pool area. At any given time, a family may accompany a maximum of two (2) Guests per adult Patron to the swimming pools.
- (3) Children under sixteen (16) years of age must be accompanied by an adult Patron at all times for usage of the pool facilities.
- (4) Radios, tape players, CD players, MP3 players and televisions, and the like are not permitted unless they are personal units equipped with headphones.
- (5) Swimming is permitted only during designated hours, as posted at the pool. Swimming after dusk is prohibited by the Florida Department of Health. During the posted hours Patrons swim at your own risk while adhering to swimming pool rules.
- (6) Showers are required before entering the pools.
- (7) Glass containers are not permitted in the pool area.
- (8) Alcoholic beverages are not permitted in the pool area.
- (9) No jumping, pushing, running or other horseplay is allowed in the pool or on the pool deck area.
- (10) Children under three (3) years of age, and those who are not reliably toilet trained, must wear swim diapers, as well as a swim suit over the swim diaper, to reduce the health risks associated with human waste in the swimming pool/deck area.
- (11) Play equipment, such as floats, rafts, snorkels, dive sticks, and flotation devices must meet with Amenity Staff approval prior to use. The District reserves the right to discontinue usage of such play equipment during times of peak or scheduled activity at the pool, or if the equipment provides a safety concern.
- (12) Diving is strictly prohibited at all pools, with the exception of Swim Team competitions pre-approved by the Board of Supervisors.
- (13) Swimming Pool hours will be posted. Pool availability may be limited or rotated in order to facilitate maintenance of the facility. Depending upon usage, the pool may be closed for various periods of time to facilitate maintenance and to maintain health code regulations.
- (14) Any person swimming during non-posted swimming hours may be suspended from using the facility and possibly all the facilities.

- (15) Proper swim attire must be worn in the pool; no jeans or cutoffs will be allowed.
- (16) No food (including chewing gum) is permitted in the pool or on the pool deck area. Food is only allowed under the covered area where the tables are located.
- (17) The changing of diapers or clothes is not allowed in the pool area or on the tables.
- (18) No one shall pollute or contaminate the pool. If contamination occurs, the pool will be closed for such time as necessary to comply with Health codes and the water will be shocked with chlorine to kill the bacteria. Anyone who does pollute or contaminate the pool is liable for any costs incurred in treating and reopening the pool and will be subject to suspension of privileges.
- (19) Remote controlled water craft are not allowed in the pool area.
- (20) Pool entrances must be kept clear at all times.
- (21) No swinging on ladders, fences, or railings is allowed.
- (22) Pool furniture is not to be removed from the pool area.
- (23) Loud, profane, or abusive language is absolutely prohibited.
- (24) No physical or verbal abuse will be tolerated.
- (25) Chemicals used in the pool may affect certain hair or fabric colors. The District is not responsible for these effects.
- (26) Pets (with the exception of service animals), bicycles, skateboards, roller blades, and scooters are not permitted on the pool deck area inside the pool gates at any time.
- (27) The Amenity Staff reserves the right to authorize all programs and activities, with regard to the number of Guest participants, equipment, supplies, usage, etc., conducted at the pool, including Swim Lessons, Aquatic/Recreational Programs and Home Owner's Association Sponsored Events.

X. AQUATIC TOY AND RECREATIONAL FLOATATION DEVICE POLICY

- (1) Aquatic toys and equipment are not permitted in the pool. Prohibited items include, but are not limited to, rafts, kickboards, inner tubes, scuba gear, swim fins, balls, frisbees, inflatable objects, or other similar water play items.
- (2) Exceptions are Coast Guard approved personal floatation devices, kickboards for lap swimming/swim classes, masks, goggles, water wings, and water toys for organized special events.

- (3) Amenity Management Staff has the final say regarding the use of any and all recreational floatation devices at all pools.

XI. FITNESS CENTER POLICIES

All Patrons and Guests using the Fitness Center are expected to conduct themselves in a responsible, courteous and safe manner in compliance with all policies and rules of the District governing the Amenity Facilities. Disregard or violation of the District's policies and rules and misuse or destruction of Fitness Center equipment may result in the suspension or termination of Fitness Center privileges. The District may pursue further legal action and restitution in regards to destruction of Amenity Facility property or equipment.

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

- (1) **Hours:** The Fitness Center is open for use by Patrons during normal operating hours to be established and posted by the District.
- (2) **Emergencies:** All emergencies and injuries must be reported to the Amenity Staff as well as the District Manager at (813) 933-5571.
- (3) **Eligible Users:** Patrons and Guests sixteen (16) years of age and older are permitted to use the Fitness Center during designated operating hours. No one under the age of sixteen (16) is allowed in the Fitness Center at anytime. Patron and Guest must provide proof of age if requested by Staff to use the Fitness Center.
- (4) **Guest Policy:** Patrons are permitted to have one Guest in the Fitness Center per family.
- (5) **Food and Beverage:** Food (including chewing gum) is not permitted within the Fitness Center. Beverages, however, are permitted in the Fitness Center if contained in non-breakable containers with screw top or sealed lids. Alcoholic beverages are not permitted.
- (6) **Proper Attire:** Appropriate clothing and athletic footwear (covering the entire foot) must be worn at all times in the Fitness Center. Appropriate clothing includes t-shirts, tank tops, shorts (no jeans), and/or sweat suits (no swimsuits).
- (7) **General Policies:**
 - Each individual is responsible for wiping off fitness equipment after use.
 - Hand chalk is not permitted to be used in the Fitness Center.
 - Music is not permitted unless it is by a personal unit equipped with headphones.
 - Weights or other fitness equipment may not be removed from the Fitness Center.
 - Please limit use of cardiovascular equipment to thirty (30) minutes and step aside between multiple sets on weight equipment if other persons are waiting.
 - Please replace weights to their proper location after use.

- Free weights are not to be dropped and should be placed only on the floor or on equipment made specifically for storage of the weights.
- Any fitness program operated, established, and run by Amenity Staff may have priority over other users of the Fitness Center.

XII. PLAYGROUND RULES

- Children under the age of twelve (12) must be accompanied by a Patron.
- No roughhousing on the playground.
- Persons using the playground must clean up all food, beverages and miscellaneous trash brought to the playground.
- Glass containers are prohibited.
- The use of profanity or disruptive behavior is absolutely prohibited.
- Alcoholic beverages are not permitted on the playground.
- Playground hours are dawn to dusk, Monday thru Sunday.

XIII. FACILITY RENTAL POLICIES TRIPLE CREEK CLUBHOUSE

Patrons may reserve for rental certain portions of the Amenity Center for private events. Only one (1) room or portion of the facility is available for rental during regular hours of operation and reservations may not be made more than six (6) months prior to the event. Persons interested in doing so should contact the District Managers office at Rizzetta & Company 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614 regarding the anticipated date and time of the event to determine availability. Please note that all the facilities are unavailable for private events on the following holidays:

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

The pool and pool deck area of the facilities are not available for private rental and shall remain open to other Patrons and their Guests during normal operating hours.

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

***Reservations:** Patrons interested in reserving a room must submit to the District Manager's Office a completed Facility Rental Application. At the time of approval, the fees associated with the rental **must** be submitted to the District Manager's Office in order to reserve the room. One payment should be in the amount of the room rental fee and the other payment should be in the amount of One Hundred Fifty Dollars **(\$150.00)** as a deposit. All checks and money orders are made payable to the **Triple Creek CDD**. The District Manger's Office will review the Facility

Rental Application on a case-by-case basis and has the authority to reasonably deny a request. Denial of a request may be appealed to the District's Board of Supervisors for consideration. Reservations for Charity Events must be made at least thirty (30) days in advance of event and are contingent on District Board approval. Exceptions may be granted at the Board's discretion.

Available Facilities: The following areas of the District are available for private rental for up to a maximum of eight (8) for a full term rental or four (4) total hours for a half term rental, including set up and post-event cleanup.

1. Clubhouse Room Rental Fees (up to 32 people):
 - a. 8 hour rental fee: \$125.00
 - b. Up to 4 hour rental fee: \$75.00
2. Outside Deck/Kitchen Area Rental Fee (up to 20 people):
 - a. 8 hour rental fee: \$125.00
 - b. Up to 4 hour rental fee: \$75.00
3. Left Cabana Rental Fee (up to 20 people):
 - a. 8 hour rental fee: \$125.00
 - b. Up to 4 hour rental fee: \$75.00
4. Right Cabana Rental Fee (up to 20 people):
 - a. 8 hour rental fee: \$125.00
 - b. Up to 4 hour rental fee: \$75.00

Staffing: Not required to be on duty on the District premises during the Facility Rental.

Deposit: A deposit in the amount of One Hundred Fifty Dollars (\$150.00) is required at the time the reservation is approved. To receive a full refund of the deposit, the following must be completed timely:

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

General Rules:

- Patrons are responsible for ensuring that their Guests adhere to the policies set forth herein.

- Rental fees and deposits may be increased, not more than once per year, by action of the Board of Supervisors, to reflect increased costs of operation of the Amenity Facilities; such increase may not exceed ten percent (10%) per year.
- The volume of live or recorded music must not violate applicable Hillsborough County Noise Ordinances.

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

XIV. SUSPENSION AND TERMINATION OF ADULT PRIVILEGES & APPEAL PROVISIONS

- (1) Privileges at the Amenity Facilities can be subject to suspension or termination by the Board of Supervisors if a Patron:
 - Submits false information on the application for an access card.
 - Permits unauthorized use of an access card.
 - Exhibits unsatisfactory behavior or appearance.
 - Fails to abide by the Rules and Policies established for the use of facilities.
 - Treats the personnel or employees of the facilities in an unreasonable or abusive manner.
 - Engages in conduct that is improper or likely to endanger the welfare, safety or reputation of the facility or Staff.
- (2) Management may at any time restrict or suspend any Patron's privileges to use any or all the Amenity Facilities when such action is necessary to protect the health, safety and welfare of other Patrons and their Guests, or to protect the District's facilities from damage.
- (3) The District shall follow the process below in regards to Suspension or Termination of an Adult Patrons privileges:
 - a. First Offense - Verbal warning by staff of violations which shall be recorded by staff and kept on file in the Resident Services Office.
 - b. Second Offense - Written warning by staff of continued violations signed by Patron and held on file in the Resident Services Office.
 - c. Third Offense – Written notice of violation and suspension to the Patron and automatic suspension of all amenity privileges for thirty (30) days. Written report of the incident is filed in the Resident Services Office.
 - d. Fourth Offense – Written notice of violation and suspension of all amenity privileges for one hundred eighty (180) days.
- (4) Criminal Activity Suspension: At any time that an adult Patron is arrested for an act committed, or allegedly committed, while on the premises at any District Facility, that

adult Patron shall have all amenity privileges suspended. That adult patron may appeal the suspension by filing with the District a written request to be heard on the matter and paying a \$50.00 filing fee. The request of the patron shall be placed on the agenda and heard at the next Board of Supervisors meeting. At the Board meeting, the Patron shall be provided reasonable time not to exceed 15 minutes to present his/her case, evidence and witnesses and the Board will be presented with the available facts surrounding the arrest and may make inquiry into the facts or any witness. Upon the conclusion of hearing the evidence, the Board may reinstate the privileges or suspend the Patron's privileges for up to one (1) calendar year (or some shorter amount of time at the Board's discretion). The filing fee may be reimbursed only upon a vote by the Board.

- (5) Rule Violation Suspension: At any time that an adult Patron's amenity privileges are suspended, said Patron may appeal the suspension in the same manner as described above.

XV. SUSPENSION AND TERMINATION OF MINOR PRIVILEGES

- (1) At the discretion of Amenity Facilities Staff, Minors (*Minor: any person under the age of eighteen (18)*), who violate the rules and policies may be expelled from the facilities for one (1) day. Upon such expulsion, a written report shall be prepared detailing the name of the child, the prohibited act committed and the date and a copy thereof mailed to the parent or guardian of such child(ren). This report will be kept on file at the Resident Services Office.
- (2) Any Minor who is expelled from the facilities three (3) times in a one year period, shall have their Amenity Facilities privileges suspended for one (1) calendar year from the date of the third offense. Notice of the suspension shall be mailed to the parent or guardian of such child(ren).
- (3) Criminal Activity Suspension: At any time that a minor adult Patron is arrested for an act committed, or allegedly committed, while on the premises at any District Facility, that minor Patron shall have all amenity privileges suspended. That minor Patron's parent or guardian may appeal the suspension by filing with the District a written request to be heard on the matter and paying a \$50.00 filing fee. The request shall be placed on the agenda and heard at the next Board of Supervisors meeting. At the Board meeting, the minor Patron's parent or guardian shall be provided reasonable time not to exceed 15 minutes to present his/her case, evidence and witnesses and the Board will be presented with the available facts surrounding the arrest and may make inquiry into the facts or any witness. Upon the conclusion of hearing the evidence, the Board may reinstate the privileges or suspend the minor Patron's privileges for up to one (1) calendar year (or some shorter amount of time at the Board's discretion). The filing fee may be reimbursed only upon a vote by the Board.
- (4) Rule Violation Suspension: At any time that a minor Patron's amenity privileges are suspended for any reason, said parent or guardian Patron may appeal the suspension in the same manner as described above.

XVI. INDEMNIFICATION

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

The District and its agents, employees and officers shall not be liable for, and the Homeowner, Renter or Non-Resident Member user 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 lands, premises and/or facilities.

The above policies were adopted by the Board of Supervisors for the Triple Creek Community Development District per Resolution 2014-05 on March 18, 2014 at a duly noticed public meeting.
