

**PANTHER TRAILS  
COMMUNITY DEVELOPMENT DISTRICT**

**RULES AND RATES FOR  
THE CLUB AT CARRIAGE POINTE  
AND ALL AMENITY FACILITIES**

**AMENDED – FEBRUARY 11, 2016**

**The Club at Carriage Pointe  
11976 Ekker Road  
Gibsonton, Florida 33534  
p. 813.644.7095  
f. 813.644.7096**

## **DEFINITIONS**

**“Amenity Facilities”** – shall mean the properties and areas owned by the District and intended for recreational use and shall include, but not specifically be limited to, the Club at Carriage Pointe, together with their appurtenant facilities and areas.

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

**“Amenity Manager”** – shall mean the management company, including its employees, staff and agents, contracted by the District to manage all Amenity Facilities within the District, which facilities include, but are not limited to, the Club at Carriage Pointe

**“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 Panther Trails Community Development District Board of Supervisors.

**“District”** – shall mean the Panther Trails Community Development District

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

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

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

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

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

**“Patron” or “Patrons”** – shall mean Residents, Non-Resident Members, and Renters; who are sixteen (16) years of age and older.

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

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

**“Adult”** – shall be considered any person eighteen (18) years of age or older.

**“Minor”** – shall be considered any person seventeen (17) years of age or younger.

### **NON RESIDENT USAGE FEE STRUCTURE**

The annual usage fee for persons not owning property within the District as of December 10, 2015 is \$1,492.00 per family which shall be reviewed and adjusted as needed in conjunction with the adoption of the annual Fiscal Year budget for Panther Trails Community Development District, (“the District”). The fee includes all amenities within the District. This fee will cover membership to all Amenity Facilities for one (1) full year from the date of receipt of payment by the District. This fee must be paid in full at the time of the completion of the Non-Resident Member application. Each subsequent annual membership fee shall be paid in full on the anniversary date of application for membership. The **Non-Resident daily** usage fee is \$35.00 per person. Such fee may be increased, by action of the Board of Supervisors, to reflect increased costs of operation of the amenity facilities. This membership or daily use is not available for commercial purposes.

### **FACILITY ACCESS**

Use of the District’s amenity areas is restricted to Resident’s Family, Non-Resident Members and Renters that have been designated as the beneficial user of the Resident’s membership. An access fob is necessary to gain entry to the amenity facilities. Each resident family is issued two (2) initial access cards at no charge. Additional fobs and replacements for lost or damaged fobs are available for a \$10.00 charge. No more than four (4) Key Fobs (issued to those 18 years or older) may be held by any resident or member household at any time. This access key fob system protects you and the facility from unapproved non-resident entry. Under no circumstance should a resident or member provide their access key fob to an unapproved non-resident to allow them to utilize the amenities. All Patrons will be required to sign an amenity facilities registration form and be required to show proof of residence, i.e. Driver’s License, State ID, utility bill or a vehicle registration upon receiving their access fob.

**All Community Facilities are used at the risk and responsibility of the user and the user shall hold the District harmless from damage or claims by virtue of such use.**

### **RENTER’S PRIVILEGES**

- (1) Homeowners who rent out or lease out their residential unit(s) in the District shall have the right to designate the Renter of their residential unit(s) as the beneficial users of the Resident’s membership privileges for purposes of Amenity Facilities use. This is accomplished by completing form **“PANTHER TRAILS COMMUNITY DEVELOPMENT DISTRICT ASSIGNMENT OF AMENITY RIGHTS AND PRIVILEGES”** which is included in the rental approval packet distributed by the HOA manager and/or can be obtained from the District/Clubhouse management.

- (2) In order for the Renter to be entitled to use the Amenity Facilities, the Renter must acquire a membership with respect to the residence which is being rented or leased. A Renter who is designated as the beneficial user of the Resident's membership shall be entitled to the same rights and privileges to use the Amenity Facilities as the Resident.
- (3) **No renter may acquire a membership if the HOA has not approved the leasing packet.**
- (4) During the period when a Renter is designated as the beneficial user of the membership, the Homeowner shall not be entitled to use the Amenity Facilities with respect to that membership.
- (5) Homeowners shall be responsible for all charges incurred by their Renters which remain unpaid. Resident owners are responsible for the department of their respective Renter.
- (6) Renters shall be subject to such other rules and regulations as the Board may adopt from time to time.

#### **GUEST POLICY**

- (1) **Swimming Pool** – Patrons sixteen (16) and seventeen (17) years of age are only permitted to bring one (1) Guest each. A Family, as defined in these policies is limited to a maximum of four (4) total Guests. One of the Family members must be eighteen (18) years of age or older in order to bring up to four (4) total guests.
- (2) **Fitness Center** – No Guests are allowed in the Fitness Center at anytime. Patrons may bring a certified trainer to the Fitness Center for personal training sessions only. Trainer must be preapproved by District/Clubhouse Management and must provide proof of adequate insurance coverage and appropriate license.
- (3) 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.

#### **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 or on the District's Website which is located at [www.panthertrailscdd.org](http://www.panthertrailscdd.org), 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 fob upon entering the amenities. Fobs are only to be used by the Patron they are issued to. Patron must present access fob upon request from Amenity Staff members.

- (3) Residents and members under the age of 16 must be accompanied by an Adult resident (18 years or older) when using the amenity facilities.
- (4) Residents and members are not permitted to “drop off” anyone under the age of 16 without the appropriate supervision.
- (4) All hours of operation of Amenity Facilities will be established and published by the District. The Clubhouse Facilities will be closed on the following holidays: Easter, Thanksgiving Day, Christmas Day and New Year’s Day. The Clubhouse Facilities may also have limited hours of operation or be closed on Christmas Eve and New Year’s Eve with Board authorization.
- (5) Dogs and all other pets (with the exception of Service Animals) are not permitted at the Clubhouse Facilities and pool. Where Service Animals are permitted on the grounds, they must be leashed.
- (6) Illegal Drugs and Paraphernalia and/or Alcoholic beverages shall not be served or sold, nor permitted to be consumed or used on the Amenity Facilities’ premises.
- (7) Vehicles must be parked in designated areas.
- (8) 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.
- (9) Smoking is not permitted anywhere inside the amenity facility nor the fenced area of the amenity facility. This also includes the pool area.
- (10) Guests must be accompanied by a Patron while using the Amenities.
- (11) All Patrons must use their fob for entrance to the Amenity Facility. All lost or stolen access cards should be reported immediately to the Amenity Center Manager. There will be a \$10.00 replacement card fee.
- (12) 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. See **CONSEQUENCES FOR GENERAL FACILITY POLICY AND GUIDELINES VIOLATIONS**
- (13) Patrons and their guests shall treat all staff members with courtesy and respect.
- (14) Skateboarding is not allowed on any District Amenity Facility Property, this includes but is not limited to: the amenity facilities, tennis courts, basketball courts, playground area, and sidewalks surrounding this area.

- (15) The District maintains a bulletin board at the Amenity Center for general use. Notices may be posted on it upon approval of the District/Clubhouse Management. Commercial advertisements, petitions, posters or promotional material shall not be originated, solicited, circulated or posted on Amenity Facilities property.
- (16) The Amenity Facilities shall not be used for commercial purposes without prior approval from the Amenity Manager and /or the District Manager. The term “commercial purposes” shall mean those activities which involve, in any way, the provision of goods or services for compensation.
- (17) Firearms or any other weapons are not permitted in any of the Amenity Facilities except for law enforcement or security officers.
- (18) 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 the 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.
- (19) There is no trespassing, by any means, i.e., on foot, vehicle, etc., allowed in all designated wetland conservation and/or mitigation areas located on District property. Trespasser will be reported to the local authorities.
- (20) 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 the Amenity Facility.
- (21) 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.
- (22) The Amenity Facilities are protected by twenty-four (24) hour audio and video surveillance. By entering the premises you agree to be audio and video recorded.
- (23) Outdoor grilling is prohibited at all amenity facilities unless at a District pre-approved special event.

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

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

No person shall remove from the room in which it is placed or from the Amenity Facilities' premises any property or furniture belonging to the District or its contractors without proper authorization. Amenity Facilities Patrons shall be liable for any property damage and/or personal injury at the Amenity Facilities, or at any activity or function operated, organized, arranged or sponsored by the District or its contractors, caused by the member, any guests or any family members. The District reserves the right to pursue any and all legal and equitable measures necessary to remedy any losses due to property damage or personal injury.

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

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

## **GENERAL AMENITY FACILITY USAGE POLICIES FOR THE CLUB AT CARRIAGE POINTE**

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

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

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

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

## **GENERAL RULES FOR ALL SWIMMING AND WADING POOLS**

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

- (1) All Patrons must use their assigned access card issued to them upon entering the pool area. At any given time, a family may accompany a maximum of four (4) total guests to the swimming pools.
- (2) Children under the age of sixteen (16) must be accompanied by a Parent or Adult Patron at all times for usage of the pool facility.
- (3) Radios, tape players, cell phones, tablets and/or portable devices are not permitted unless they are personal units equipped and used with headphones.
- (4) Swimming is permitted only during designated hours, as posted at the pool. Dusk is considered 30 minutes before dark. During the posted hours Patrons swim at your own risk while adhering to swimming pool rules.



- (5) Showers are required before entering the pool.
- (6) Glass containers are not permitted in the pool area.
- (7) No jumping, pushing, running or other horseplay is allowed in the pool or on the pool deck area.
- (8) Children under three (3) years of age, and those who are not reliably toilet trained, must wear rubber lined swim diapers, as well as a swim suit over the swim diaper, to reduce the health risks associated with human waste in the swimming pool/deck area.
- (9) Diving is strictly prohibited.
- (10) Swimming Pool hours will be posted. Pool availability may be limited or rotated in order to facilitate maintenance of the facility. Depending upon usage, the pool may be closed for various periods of time to facilitate maintenance and to maintain health code regulations.
- (11) Any person swimming during non-posted swimming hours may be suspended from using the facility and possibly all the facilities.
- (12) Proper swim attire must be worn in the pool. Thongs, denim and/ or street clothes are prohibited.
- (13) No chewing gum is permitted in the pool or on the pool deck area.
- (14) For the comfort of others, the changing of diapers or clothes is not allowed at pool side. Changing tables are available for your convenience in the restrooms.
- (15) No one shall pollute the pool. Anyone who does pollute the pool is liable for any costs incurred in treating and reopening the pool.
- (16) Remote controlled water craft are not allowed in the pool area.
- (17) Pool entrances must be kept clear at all times.
- (18) No swinging on ladders, ADA chairs, fences, or railings is allowed.
- (19) Pool furniture is not to be removed from the pool area.
- (20) Loud, profane, or abusive language is absolutely prohibited.
- (21) No physical or verbal abuse will be tolerated.

- (22) Chemicals used in the pool may affect certain hair or fabric colors. The District is not responsible for these effects.
- (23) Alcoholic beverages are not permitted.
- (24) 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.
- (25) The Amenity Management Staff reserves the right to authorize all programs and activities, with regard to the number of guest participants, equipment, supplies, usage, etc.
- (26) All food and drink must be kept at a minimum of four (4) feet from the pool.
- (27) If any lightning is observed, the pool will be closed for thirty (30) minutes. If no lightning is observed for thirty (30) minutes, the pool will be reopened. If any thunder is heard, the pool will be closed for thirty (30) minutes. If no thunder is heard for thirty (30) minutes the pool will be reopened. The above is at the discretion of the District/Clubhouse Management.

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

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

#### **FECES POLICY FOR SWIMMING POOLS**

- (1) If contamination occurs, the affected pool will be fenced off and closed for twenty four (24) hours. The water will be shocked with chlorine to kill the bacteria.
- (2) Parents should take their children to the restroom before entering the pool.
- (3) Incontinent persons, including children who are not toilet-trained, must wear swim diapers or other protective pants designed for use in a swimming environment when using the pool.

## **THE CLUB AT CARRIAGE POINTE FITNESS CENTER POLICIES**

All Patrons 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 the Fitness Center equipment may result in the suspension or termination of usage privileges. The District may pursue further legal action and restitution in regards to destruction of Amenity Facility property or equipment.

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

- (1) **Hours:** The Fitness Center is open for use by Patrons during normal operating hours to be established and posted by the District.
- (2) **Emergencies:** All emergencies and injuries must be reported to the Amenity Staff as well as the District Manager at (813) 933-5571.
- (3) **Eligible Users:** Patrons 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 must provide proof of age if requested by Staff to use the Fitness Center.
- (4) **Guest Policy:** No Guests are allowed in the Fitness Center at anytime. Patrons may bring a trainer to the Fitness Center for personal training sessions only. Personal trainers must be preapproved by management.
- (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.
- (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, athletic shorts (no jeans), and/or sweat suits (no swimsuits).

### **General Policies:**

- Each individual is responsible for wiping off fitness equipment after use.
- Use of personal trainers is not permitted in the Fitness Center unless pre-approved by the District.
- Hand chalk is not permitted to be used in the Fitness Center.

- Radios, tape players, cell phones, tablets and/or portable devices are not permitted unless they are personal units equipped and used 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.

### **BASKETBALL AND TENNIS COURT FACILITY POLICIES**

All Patrons and guests using the Basketball and Tennis Court are expected to conduct themselves in a responsible, courteous and safe manner in compliance with all policies and rules of the District governing the amenity facilities. Disregard or violation of the District's policies and rules and misuse or destruction of Facility equipment may result in the suspension or termination of Facility privileges. The District may pursue further legal action and restitution in regards to destruction of Amenity Facility property or equipment. Guests may use the Basketball and Tennis Court if accompanied by an adult Patron.

**Please note that the Basketball and Tennis Courts are unattended Facilities and persons using the facilities do so at their own risk. Persons interested in using these Facilities are encouraged to consult with a physician prior to use.**

- (1) **Hours:** The Basketball and Tennis Court are available for use by Patrons during normal operating hours which are posted. These facilities may not be rented, and work on a first come first serve basis.
- (2) **Emergencies:** All emergencies and injuries must be reported to the Amenity Staff as well as the District Manager at (813) 933-5571.
- (3) **Proper Attire:** Proper basketball or athletic shoes and attire, including shirts, shorts or athletic pants are required at all times while on the courts.

#### **General Policies:**

- The Basketball and Tennis Court Facility is for the play of Basketball and Tennis only. Pets, with the exception of service animals, roller blades, bikes, skates, skateboards, and scooters are prohibited at the facility.
- Beverages are permitted at the Basketball and Tennis Courts if contained in non-breakable containers with screw top or sealed lids. No glass containers are permitted on the basketball and tennis courts.

- Alcoholic beverages, illegal drugs or drug paraphernalia are not permitted.
- Anyone under the age of sixteen (16) is not allowed to use the Basketball and Tennis Court unless accompanied by an adult Patron.
- The Basketball and Tennis Courts are available on a first come, first serve basis. Use of the Basketball and Tennis Courts is limited to one (1) hour when others are waiting.
- Proper Basketball and Tennis etiquette shall be adhered to at all times. The use of profanity or disruptive behavior is prohibited.
- Persons using the Basketball and Tennis Courts may supply their own equipment or may sign out equipment, if available, from the District/Clubhouse Manager.
- Please clean up the courts and surrounding areas after use.
- All other general facility rules apply.

### **PLAYGROUND POLICIES**

- (1) For the safety of all children and adults, only children between the ages of two (2) years and twelve (12) years of age may use the playground equipment.
- (2) Tot playground equipment is designed for children between the ages of two (2) to five (5) years of age.
- (3) No roughhousing on the playground.
- (4) Persons using the playground must clean up all food, beverages and miscellaneous trash brought to the playground. Glass containers are prohibited.
- (5) The use of profanity or disruptive behavior is absolutely prohibited.
- (6) Alcoholic beverages are not permitted.
- (7) Inflatable equipment, such as bounce houses, is not permitted at the playground.
- (8) All other general facility rules apply.

## **PANTHER TRAILS COMMUNITY DEVELOPMENT DISTRICT**

### **FACILITY RENTAL POLICIES FOR** **The Club at Carriage Pointe**

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 four (4) months prior to the event. Persons interested in doing so should contact the Amenity Center 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  
Easter Sunday  
Mother's Day  
Memorial Day  
July 4<sup>th</sup>  
New Year's Eve

Father's Day  
Labor Day  
Thanksgiving  
Christmas Eve  
Christmas Day

**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 Amenity Center Office a completed Facility Rental Application. At the time of approval, the fees associated with the rental **must** be submitted to the Amenity Center Office in order to reserve the room. One payment should be in the amount of One Hundred Dollars (\$100) for the room rental fee and the other payment should be in the amount of Two Hundred Dollars (\$200.00) as a deposit. All checks and money orders are made payable to the **Panther Trails CDD** (no cash is accepted). The Amenity Center 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.

**Available Facility:** The Activities Center is available for private rental (capacity; rental fee established by rule, time frame available) for up to five (5) total hours, including set up and post-event cleanup.

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

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

**General Policies:**

- Rental Lease Holders are responsible for ensuring that their guests adhere to the policies set forth herein. Violations by guests of District policies will lead to forfeiture of Rental Lease Holder's deposit.
- Facility & room maximum capacity limits must be observed at all times and will be strictly enforced. District staff reserves the right to take all necessary actions to comply with this requirement. Examples of these actions are, but are not limited to:
  - Event Cancellation & Closure
  - Access Restrictions
  - Parking Enforcement & Towing
- The Rental Lease Holder will be responsible for any and all monetary citations and fines that may be received by the District for such a violation.
- This policy also pertains to certain events the District feels should require additional liability coverage on a case by case basis to be reviewed by the District Manager or Board of Supervisors. The District is to be named on these policies as an additional insured party.

## CONSEQUENCES FOR GENERAL FACILITY POLICY AND GUIDELINES VIOLATIONS

(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 language.
- 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. Examples include, but are not limited to the use of profanity, verbal and physical assault.
- Engages in conduct that is improper or likely to endanger the welfare, safety or reputation of the facility or Staff.

### Policy Enforcement

Please be aware that staff must protect the rights and privileges of rule-abiding residents and members, and that inappropriate behavior will not be tolerated. All patrons are responsible for compliance with the rules and regulations established for the safe operations of all the facilities. For severe violations or anyone continuing to violate clubhouse rules, individual(s) may be refused access to the clubhouse and its amenities. The staff reserves the right to ask residents, members, or guests to leave the facilities and suspend their privileges and/or access cards. The staff retains the full right to contact the local law enforcement agency and have violators trespassed permanently from any District property.

Depending on the severity of the violation, the individual(s) may be asked to leave the facilities until a consequence is determined. If a minor is involved in a violation, a parent or guardian will be contacted and a written warning may be issued. Documentation of incidences will be kept on file.

Any appeals will need to be made in writing to the District's Board of Supervisors. Appeals will be reviewed at the next regularly scheduled District Board of Supervisors meeting from the date the appeal was received.

### Consequences

1. **Warnings:** The violation will be brought to the attention of the individual(s) involved. If the behavior continues, the violator will be asked to leave the property.



2. **Suspensions:** All suspensions will be treated on a case by case basis. Consequences and decision outcomes will be determined by the District/Clubhouse Manager and the Chairman/Vice Chairman of the Board of Supervisors. While suspended from District property, access cards for residents or members will be deactivated. Any suspension of privileges from District property, which resulted from Policy and Guideline violations, may be issued as follows:

- 7 days/1 week
- 1 month
- 3 - 6 months
- Indefinite

### **Appeals Process**

1. The violator (or Legal Guardian if under the age of 18 (eighteen) may appeal the Suspension by putting an appeal in writing and delivering it to the District/Clubhouse Manager.
2. The Board of Supervisors will conduct an appeals hearing at the next regularly scheduled meeting of the Board of Supervisors from the date the appeal was received.

### **INDEMNIFICATION**

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

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

Note: At the time of the adoption of these Rules and Rates only a portion of the property within the District was developed. The developed portion is comprised of 381 single family lots known as Carriage Pointe. A large undeveloped portion of the property within the District remains to be developed. The District assessed the existing developed property pursuant to Resolution 2011-05 for the acquisition of the Club and Amenity Facilities

**The above policies were amended by the Board of Supervisors for the Panther Trails Community Development District on December 10, 2015, at a duly noticed public meeting.**