

**BANNON LAKES
COMMUNITY DEVELOPMENT DISTRICT**

AMENITY FACILITY POLICIES

(Nov. 1, 2023)

Governmental Management Services
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INTRODUCTION

The Board of Supervisors (as an entity), the Facility Manager and its staff shall have full authority to enforce these policies. However, the Facility Manager shall have the authority to waive strict application of any of these Policies when prudent, necessary, or in the best interest of the District and its Residents. Such a temporary waiver of any policy by the Facility Manager shall not constitute a continuous, ongoing waiver of said policy, and the Facility Manager reserves the right to enforce all of these policies at any time he or she sees fit.

DEFINITIONS

“Amenity Facility” – shall mean the properties and areas owned by the District, intended for recreational use and available for rent in certain circumstances, including, but not specifically be limited to, the pool, tennis, pickleball and basketball courts, fitness room, playground, multi-use field, dog park and event room, together with its appurtenant facilities and areas.

“Amenity Facility Policies” or **“Policies”** – shall mean these Amenity Facility Policies of Bannon Lakes Community Development District, as amended from time to time.

“Basketball Facilities” – shall mean the basketball court that is part of the District’s Amenity Facility.

“Board of Supervisors” or **“Board”** – shall mean the Bannon Lakes Community Development District’s Board of Supervisors.

“Community Club” – shall mean a group of two (2) or more self-organized Residents, Renters and/or Non-Resident Members with a common hobby or recreational, social, service and/or cultural interest that has applied for and received such designation from the District’s Board.

“District” – shall mean the Bannon Lakes 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 Manager” – shall mean the management company, including its employees, staff and agents, contracted by the District to manage the Amenity Facility.

“Guest” – shall mean any individual who is invited to use the Amenity Facility by a Resident, Non-Resident Member, or Renter and possesses a valid guest pass issued by the Facility Manager.

“Homeowners Association” – shall mean any entity having jurisdiction over lands located within the District, either now or in the future, which exists to aid in the enforcement of deed

restrictions and covenants.

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

“Non-Resident Annual User Fee” – shall mean the fee established by the District for any person who is not a Resident or Renter 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.

“Non-Resident Member” – shall mean any individual not owning or renting property in the District who is paying the Non-Resident Annual User Fee to the District for use of the Amenity Facility.

“Patron” or “Patrons” – shall mean Residents, Guests, Non-Resident Members, and Renters who are eighteen (18) years of age and older.

“Renter” – shall mean any tenant residing in a Resident’s home pursuant to a valid rental or lease agreement, or any person who rents certain portions or spaces of the Amenity Facility for specified events pursuant to the approval of the District staff.

“Resident” – shall mean any person, spouse or registered domestic partner of a person or family owning property within the Bannon Lakes Community Development District.

SECURITY ACCESS CARDS

1. Security access cards may be issued to all members of each Resident’s household and/or Non-Resident Members. There is a charge to replace lost or stolen cards and/or for additional cards above two (2) cards.
2. Patrons will be required to sign a waiver of liability before using the District amenities.
3. Patrons may be required to present ID cards or guest passes upon request by staff at the Amenity Facility.

NON-RESIDENT ANNUAL USER FEE

The Non-Resident Annual User Fee for any person not owning or renting real property within the District is \$3,500 and this fee shall include privileges for immediate family members. This payment must be paid in full at the time of completion of the Non-Resident application and the corresponding agreement. This fee will cover membership to the Amenity Facility for one (1) fiscal year, October 1st through September 30th of following year, prorated if applicable. Each subsequent annual membership fee shall be paid in full by October 1st. Such fee may be increased by action of the Board of Supervisors. This membership is not available for commercial purposes.

HOMEOWNERS ASSOCIATION USE OF FACILITIES

1. Each Homeowners Association may use the Amenity Facility without being required to pay an Annual User Fee and/or a room rental fee. The District may limit or terminate a Homeowners Association's use of the Amenity Facility at any time.
2. Any Homeowners Association that uses the Amenity Facility shall be responsible for the cost of repairing any damage to the Amenity Facility occurring during Homeowners' Association events and for the movement of the furniture.

COMMUNITY CLUB/CLASS USE OF FACILITIES

1. Each Community Club/Class may use the Amenity Facility for a function without being required to pay an Annual User Fee and/or a room rental fee. However, the District may limit or terminate a Community Club's/Class' use of the Amenity Facility at any time, including but not limited to circumstances in which the Community Club/Class proposes to host an event or function in which the primary attendance at such event or function is not Residents, Renters and/or Non-Resident Members (i.e. a wedding, birthday party, etc.).
2. Any Community Club/Class that uses the Amenity Facility shall be responsible for the cost of repairing any damage to the Amenity Facility occurring during the Community Club's/Class' events and for the movement of the furniture.
3. The District may revoke an organization's status under these policies as a Community Club/Class at any time.

GUEST POLICIES

1. All Guests, regardless of age, must register with the office of the Facility Manager prior to using the Amenity Facility. In the event the Guest is under eighteen (18) years of age, the Resident, Non-Resident Member or Renter inviting the Guest must be present upon registration, unless other arrangements have been made with the Facility Manager's office. All Guests under fifteen (15) years of age must also be accompanied at all times while using the Amenity Facility by a parent or adult Patron unless previously authorized by the Facility Manager. Guests over the age of eighteen (18) must register and may use the Amenity Facility unaccompanied by a Patron.
2. All Guests over the age of eighteen (18) must sign a waiver of liability upon registration at the Facility Manager's office. All Guests under the age of 18 must have a waiver of liability signed by their parent or legal guardian.
3. Residents, Non-Resident Members, and Renters who have registered a Guest are responsible for any and all actions taken by such Guest. Violation by a Guest of any of these Policies as set forth by the District could result in loss of the privileges and/or membership of that Resident, Non-Resident Member or Renter.

RENTER'S PRIVILEGES

1. Residents who rent 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 Facility use.

2. In order for the Renter to be entitled to use the Amenity Facility, the Renter may be required to acquire a membership with respect to the residence which is being rented or leased as well as obtain an ID card. 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 Facility as the Resident.
3. During the period when a Renter is designated as the beneficial user of the membership, the Resident shall not be entitled to use the Amenity Facility with respect to that membership.
4. Residents shall be responsible for all charges incurred by their Renters which remain unpaid after the customary billing and collection procedure established by the District. Residents are responsible for the deportment of their respective Renter.
5. Renters shall be subject to rules and regulations as the Board may adopt from time to time.

GENERAL AMENITY FACILITY PROVISIONS

1. The Board reserves the right to amend, modify, or delete, in part or in their entirety, these Policies at a duly-noticed Board meeting. However, in order to change or modify rates or fees beyond any increases or modifications that may be 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 may be required to present their ID cards in order to gain access to the Amenity Facility.
3. All hours of operation, including holiday schedules, of the Amenity Facility will be established by the District and Facility Manager.
4. Dogs and all other pets (with the exception of service animals) are not permitted in the Amenity Facility, except for the following locations:
 - a. Dog park
 - b. Multipurpose field
 - c. Walking path around the island where the Amenity Facility is located.

In the event a special event is held, as previously approved by the Facility Manager, and dogs are permitted at the Amenity Facility as part of the special event, they must be leashed. Patrons are responsible for picking up after all pets and disposing of any waste in a designated pet waste receptacle or an outdoor dumpster as a courtesy to residents.

5. Vehicles must be parked in designated areas. Vehicles should not be parked on grass lawns, in any way which blocks the normal flow of traffic, or in any way that limits the ability of emergency service workers to respond to situations. The Facility Manager reserves the right to waive this parking restriction in the event overflow parking is needed for a large event.
6. Patrons and their guests may use the clubhouse during general hours of operation as long as it doesn't interfere with a scheduled event or activity. Those under sixteen (16) years old must be accompanied by an adult. Usage of the clubhouse in this manner does not include the kitchen, only the living area. Patrons who use the clubhouse in this manner shall be liable for any property damage and/or personal injury while doing so.
7. Fireworks of any kind are not permitted anywhere at or in the Amenity Facility or adjacent areas; however, notwithstanding this general prohibition, the Board may approve the use of fireworks

over a body of water.

8. Only District employees, contractors or employees of the Facility Manager are allowed in the service areas of the Amenity Facility.
9. All lost or stolen Security access cards should be reported immediately to the Facility Manager's office. A fee will be assessed for any replacement cards as set forth herein.
10. Smoking is not permitted at the Amenity Facility except within smoking areas designated by the Facility Manager, if any.
11. Disregard for rules or policies may result in expulsion from the Amenity Facility and/or loss of Amenity Facility privileges in accordance with the procedures set forth herein. Pool rules that are posted in the appropriate area must be observed.
12. Patrons shall treat all staff members with courtesy and respect.
13. Off-road motorbikes/vehicles are prohibited on all property owned, maintained and operated by the District including, but not limited to, the Amenity Facility.
14. Skateboarding is not allowed on the Amenity Facility property at any time.
15. Performances at the Amenity Facility, including those by outside entertainers, must be approved in advance by the Facility Manager.
16. Commercial advertisements shall not be posted or circulated in the Amenity Facility. Petitions, posters or promotional material shall not be originated, solicited, circulated or posted on Amenity Facility property unless approved in writing by the Facility Manager.
17. The Amenity Facility shall not be used for commercial purposes without written permission from the Facility 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 or advertising.
18. Firearms or any other weapons are prohibited in the Amenity Facility during any governmental meetings or functions, including those of the District, and as otherwise prohibited in the Amenity Facility in accordance with Florida law.
19. The Facility Manager reserves the right to authorize all programs and activities, including the number of participants, usage of equipment and supplies, facility reservations, etc., at the Amenity Facility, except usage and rental fees that have been established by the Board. The Facility 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, cultural programs and social events. Should the District be entitled to any of these revenues based on its established rental or usage fees or any contractual obligation, the Facility Manager will be required to compensate the District accordingly.
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 Facility, and shall ensure that any minor for whom they are responsible also complies with the same.
22. There shall be no overnight parking in the Amenity Facility parking lot unless the owner of vehicle notifies the Facility Manager and obtains a 24 hour parking pass.
23. Public displays of affection, which in the discretion of the Facility Manager are inconsistent with the family-oriented nature of the Amenity Facility, are prohibited.

24. Golf carts must be parked in spaces designated for golf cart parking. Additionally, any golf carts operating on District property shall be operated in strict accordance with all applicable Federal, State and local laws governing such use.

LOSS OR DESTRUCTION OF PROPERTY OR INSTANCES OF PERSONAL INJURY

1. Each Patron assumes sole responsibility for his or her property. The District and its contractors shall not be responsible for the loss or damage to any private property used or stored on or in the Amenity Facility.
2. Patrons shall be liable for any property damage and/or personal injury at the Amenity Facility, or at any activity or function operated, organized, arranged or sponsored by the District or its contractors, which is caused by the Patron or the Patron's family member(s). The District reserves the right to pursue any and all legal and equitable measures necessary to remedy any losses it suffers due to property damage or personal injury caused by a Patron or the Patron's family member(s).
3. Any Patron 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 Facility's premises, shall do so at his or her own risk, and shall hold the Amenity Facility's owners, the District, the Board of Supervisors, District employees, District representatives, District contractors, and District agents, harmless from any and all loss, cost, claim, injury, damage or liability sustained or incurred by him or her, resulting therefrom and/or from any act of omission of the District, or its 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, representatives, contractors, and agents hereunder with respect to any loss, cost, claim, injury, damage, or liability sustained or incurred by any family member of such Patron.

SERVICE ANIMAL POLICY

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 within any District-owned public accommodations including, but not limited to, the Amenity Facility. 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

- If the Service Animal's behavior poses a direct threat to the health and safety of others.

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 required because of a disability and what work or tasks the animal has been trained to perform.

GENERAL BANNON LAKES CDD AMENITY FACILITY USAGE POLICY

All Patrons using the Amenity Facility are expected to conduct themselves in a responsible, courteous, and safe manner, in compliance with all District policies and rules governing the Amenity Facility. 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 in accordance with District Policies set forth herein.

1. *Hours:* The Amenity Facility is available for use by Patrons during normal operating hours to be established and posted by the District and Facility Manager.
2. *Emergencies:* After contacting 911 Emergency Services if required, all emergencies and injuries must be reported to the Facility Manager at (904) 907-1100 and to the office of the District Manager at (904) 627-9271.
3. *District Equipment:* Any Patron utilizing District equipment is responsible for said equipment. If, as a result of the use of the equipment it is damaged, missing pieces or is in worse condition than when it was when usage began, that Patron will be responsible to the District for any cost associated with repair or replacement of the equipment.

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

SWIMMING POOL RULES

NO LIFEGUARD ON DUTY – SWIM AT YOUR OWN RISK

1. At any given time, a Resident, Renter or Non- Resident Member may allow up to five (5) Guests to the swimming pool (unless a greater number of guests has been approved by the Facility Manager).
2. Guests under fifteen (15) years of age must be accompanied at all times by a parent or adult Patron eighteen (18) years of age or older, during usage of the pool facility.
3. No pushing, running, throwing any item or other horseplay is allowed in the pool or on the pool deck area.
4. Diving is prohibited.
5. Lap lanes are to be used only by persons swimming laps or water walking or jogging. Hanging

- on the lane lines and interfering with the lap-swimming lane is prohibited.
6. Radios, tape players, CD players, MP3 players, televisions or other electronic devices used to play music or other forms of entertainment are not permitted unless they are personal units equipped with headphones or for scheduled activities such as water aerobics classes.
 7. Swimming is permitted only during designated hours as posted at the pool, and such hours are subject to change at the discretion of Facility Manager. Lifeguards are NOT on duty on a regular basis, if at all. Patrons swim at their own risk and must adhere to swimming pool rules at all times.
 8. Showers are required before entering the pool.
 9. Glass containers are prohibited.
 10. 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.
 11. Play equipment, such as floats, rafts, snorkels, dive sticks, flotation devices and other recreational items such as balls and pool toys must meet with staff approval. The facility reserves the right to discontinue usage of such play equipment during times of peak or scheduled activity at the pool, or if the equipment causes a safety concern or annoyance to other users of the facility.
 12. 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.
 13. Pets (except service dogs), bicycles, skateboards, roller blades, scooters and golf carts are not permitted on the pool deck area inside any Amenity Facility gates at any time.
 14. The Facility Manager reserves the right to authorize all programs and activities (including the number of participants, equipment and supplies usage, etc.) conducted at the pool, including swim lessons and aquatic/recreational programs.
 15. Any person swimming during non-posted swimming hours may be suspended or terminated from using the facility.
 16. Proper swim attire (no cutoffs) must be worn in the pool.
 17. No chewing gum is permitted in the pool or on the pool deck area.
 18. For the comfort of others, the changing of diapers or clothes is not allowed poolside.
 19. No one shall pollute the pool. Anyone who pollutes the pool will be liable for any costs incurred in treating and reopening the pool.
 20. Radio controlled water craft are not allowed in the pool or the pool area.
 21. Pool entrances must be kept clear at all times.
 22. No swinging on ladders, fences, or railings is allowed.
 23. Pool furniture is not to be removed from the pool area.
 24. Loud, profane, or abusive language is prohibited.
 25. No physical or verbal abuse will be tolerated.
 26. The District is not responsible for lost or stolen items.
 27. Chemicals used in the pool/spa may affect certain hair or fabric colors. The District is not responsible for these effects.
 28. The spa and deck area may not be rented at any time; however, access may be limited at certain times for various District functions, as approved by the Board and/or Facility Manager.

SWIMMING POOL THUNDERSTORM POLICY

The Facility Manager will control whether swimming is permitted in inclement weather, and the pool facility may be closed or opened at his or her discretion.

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 Bannon Lakes Community Development District governing the Amenity Facility. 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.

Please note that the Fitness Center is an unattended facility and persons using this facility do so at their own risk. Amenity Facility Staff are not present to provide personal training or exercise consultation to Patrons or guests. Persons interested in using the Fitness Center are encouraged to consult with a physician prior to commencing a fitness program.

1. *Eligible Users:* Patrons eighteen (18) years of age and older are permitted to use the fitness center during designated operating hours. All Guests between the ages of fifteen (15) and seventeen (17) may use the fitness center from sunrise to sunset if they have a waiver of liability, signed by their parent or legal guardian, registered at the Facility Manager's office. All Guests between the ages of twelve (12) and fourteen (14) must be accompanied by an adult. No one under the age of twelve (12) is allowed in the fitness center at any time.
2. *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.
3. *Emergencies:* For all emergencies, call 911 Emergency Services immediately. All emergencies and injuries must also be reported to Amenity Facility Staff at (904) 907-1100 as well as the District Manager at (904) 627-9271.
4. *Proper Attire:* Appropriate clothing and footwear (covering the entire foot) must be worn at all times in the Fitness Center. Appropriate attire includes t-shirts (tank tops), shorts (no jeans), leotards, and/or sweat suits (no swimsuits).
5. *Hours:* The Fitness Center is available for use by Patrons and guests during the hours of 4:00 a.m. to 10:00 p.m.
6. *General Policies*
 - Each individual is responsible for wiping off fitness equipment after use using antiseptic wipes provided by the District.
 - Use of personal trainers is permitted in the District fitness centers. Personal trainers must be preapproved by the Facility Manager prior to personal training session.
 - Hand chalk is not permitted to be used in the fitness center.
 - Radios, tape players, MP3 players, CD players or other electronic devices used to play music or other forms of entertainment are not permitted unless they are personal units equipped with headphones.
 - No bags, gear, or jackets are permitted on the floor of the fitness center or on the fitness

equipment.

- 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 people are waiting.
- Please be respectful of others. Allow other Patrons to also use equipment, especially the cardiovascular equipment.
- 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 and must be kept in designated area.
- Any fitness program operated, established and run by the Facility Manager may have priority over other users of the District fitness centers.
- Strollers and infant carry seats are not allowed in the Fitness Center.
- Pets (with the exception of “Service Animals”) are prohibited from the Fitness Center.

GENERAL FACILITY RENTAL POLICY

Patrons may reserve for rental certain portions of the Amenity Facility for private events. Only one (1) meeting room is available for rental during regular hours of operation, between 10:00am-4:00pm or 4:00pm-10:00pm. Reservations may not be made more than four (4) months prior to the event. In addition, each household may rent a portion of the Amenity Facility no more than six (6) times per calendar year. Persons interested in doing so should contact the Amenity Manager regarding the anticipated date and time of the event to determine availability.

Please note that the Amenity Facility is unavailable for private events on the following holidays/weekends:

New Year’s Day	Thanksgiving
Easter Sunday	Christmas Eve
Memorial Day Weekend	Christmas Day
Fourth of July	New Year’s Eve
Labor Day Weekend	

1. *Rentals*: Certain portions of the Amenity Facility may be rented by the following individuals/groups.
 - Residents (includes both events held by the Resident and events sponsored by the Resident)
 - Renters
 - Non-Resident Members
 - Homeowners Associations
 - Community Clubs
2. *Available Facilities*: The following portions of the Amenity Facility are available for rental for functions for up to six (6) hour increments (including set-up and post-event cleanup). The rental time period is inclusive of set-up and clean-up time. For Community Use, rental fees may be waived; however, a refundable damage deposit of 200 dollars (\$200.00) shall be required. For private events, the following rental fees shall apply:

<u>Facility</u>	<u>Capacity</u>	<u>Rental Rate</u>	<u>Deposit</u>
Club House	54	\$0	\$200

The Pool Areas of the Amenity Facility 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 Amenity Facility shall be responsible for any and all damage and expenses arising from the event.

3. *Reservations:* Staff will take reservations in advance for the Amenity Facility. Reservations are on a “first come, first served” basis and can be made only in person by filling out a Facility Use Application. Reservations must be made at least (thirty) 30 days in advance to the Amenity Manager Staff. Patrons interested in reserving a room must submit to the Amenity Manager Staff a completed Facility Use Application. Reservations will be held for fifteen (15) minutes past the scheduled start time before re-assigning the reservation time slot. There are no personal “standing” reservations allowed for the facilities listed in the reservation policy. If the renter wishes to cancel a reservation, the cancellation must be communicated to the Facility Manager no later than thirty (30) days prior to the scheduled event to have the full rental fee and the full deposit returned. If the event is cancelled less than thirty (30) days prior to the event, only the full security deposit, but none of the rental fee, will be returned.
4. *Deposit and Payment:* At the time of submission, the Patron shall provide the rental fee referenced above and a deposit. Rental fees may be paid by check or money order, payable to **Bannon Lakes Community Development District**. The Amenity Manager Staff will review the Facility Use 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. At the time the reservation is made, two checks or money orders (no cash), one for the deposit and one for the room rental, both made out to District must be delivered to the Facility Manager along with completed paperwork and insurances, if necessary. Each Patron renting the Amenities must sign and execute a Rental Agreement acceptable to the District. Regardless of whether the Rental Agreement is executed, the Patron is bound by the Rental Agreement, which is incorporated herein by this reference.
5. *Deposit:* Payment of the deposit and rental fee will secure the rental time, location, and date. To receive the full refund of the deposit within ten (10) days after the party, the renter must:
 - 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 and sink area.
 - Replace garbage liner.
 - Clean out and wipe down the refrigerator, and all cabinets and appliances used.
 - Clean any windows and doors in the rented area.
 - Ensure that no damage has occurred to the Amenity Facility.
 - Patron and Patron’s guests are required to adhere to all Amenity Facility rules and policies. Failure to comply with such rules and policies may result in the forfeiture of Patron’s deposit.
 - Pets (with the exception of “Service Animals”) are prohibited from any and all rented facilities.

The District may retain all or part of any deposit if the District determines, in its sole discretion,

that it is necessary to repair any damages (including any clean-up costs) arising from the rental.

6. *Staffing*: During the Amenity Facility's operating hours in which Amenity Facility Staff is present, private events with twenty-five (25) persons or less are not required to pay for additional staff unless otherwise required by the District. For events in excess of twenty-five (25) people during operating hours, or for events after operating hours, additional staff may be required. The Facility Manager shall decide, on a case-by-case basis, if additional staff is required and if there will be any associated costs.
7. *Alcohol Policies*: Patrons intending to serve alcohol at a rented facility must so indicate on the Facility Use Application. Any Patron who does not so indicate at the time the application is submitted shall not be permitted to serve alcohol. Event Liability insurance coverage in the amount of One Million Dollars (\$1,000,000) will be required for all events that are approved to serve alcoholic beverages. The District, the Board, and District staff and consultants are to be named on these policies as additional insureds. Patrons serving alcohol agree to indemnify and hold harmless the District, Amenity Services Group and their Supervisors, officers, directors, consultants and staff 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 service of alcohol. Patrons agree that such indemnification shall not constitute or be construed as a waiver of the District's sovereign immunity granted pursuant to Section 768.28, *Florida Statutes*. Patrons must hire a certified bartender to dispense alcohol.
8. *Additional Policies*: The following additional policies apply to any rental of an amenity facility or space:
 - a. The capacity limit of any portion of the Amenity Facility or space shall not be exceeded at any time for a party or event.
 - b. The volume of live or recorded music must not violate applicable St. Johns County noise ordinances, or unreasonably interfere with residents' enjoyment of their homes.
 - c. The Amenities may be rented for parties and events during normal operating hours. Additionally, the clubhouse may be rented after hours and until 10:00pm. All parties and events, including clean-up, at the clubhouse must conclude by midnight.
 - d. No decorations may be affixed to the walls, doors or any fixtures.
 - e. Event Liability coverage may be required, even in the absence of alcohol service, on a case by case basis in the sole discretion of the Board of Supervisors.
 - f. Patron and Patron's Guests are required to adhere to all Amenity Facility rules, policies, and directions from Amenity Facility staff.
 - g. No glass, breakable items or alcohol are permitted in the Pool Area.
 - h. The use of a bounce house during an approved rental period must be specifically approved at the time of reservation and the bounce house may be placed only on the green space by the playground.

TENNIS AND PICKLEBALL FACILITY POLICIES

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

As a courtesy to other Patrons, we ask that all players please recognize and abide by these rules and guidelines. Remember, not only are tennis and pickleball lifetime sports, they are also games of sportsmanship, proper etiquette, and fair play.

1. *Eligible Users.* Patrons and guests twelve (12) years of age and older are permitted to use the Tennis and Pickleball Facility during designated operating hours. Children who are under twelve (12) years of age may use the Tennis and Pickleball Facility only when accompanied by an adult aged eighteen (18) or older. The limit is three (3) Guests to a single court.
2. *Hours.* The Tennis and Pickleball Facility are available for use during daylight hours. The facilities may not be used after dark.
3. *Emergencies:* For all emergencies, call 911 Emergency Services immediately. All emergencies and injuries must also be reported to Amenity Facility Staff at (904) 907-1100 as well as the District Manager at (904) 627-9271.
4. *Proper Attire:* Proper tennis shoes and attire, as determined by the Facility Manager, are required at all times while on the courts. Shirts must be worn at all times.
5. *Availability:* The tennis and pickleball courts are available on a “first come, first served” basis. Each Patron and the Patron’s guests are limited to the use of one (1) tennis or pickleball court for one hour when others are waiting. If you find it necessary to “bump” other players when it is your turn to play:
 - Never attempt to enter someone else’s court before your turn.
 - Never enter the court or distract players while others are in the middle of a point or game.
 - Wait outside the entrance gate and politely inform the players that it is your turn.
 - Allow players to finish out one more point, and then begin the player changeover for the court.
 - If you are bumped from a court and wish to continue play, please notify staff and they will do their best to get you on the next available court.
6. *General Policies:*
 - Proper tennis and pickleball etiquette shall be adhered to at all times. The use of profanity or disruptive behavior is prohibited.
 - Persons using the Tennis and Pickleball Facility must supply their own equipment (rackets, balls, etc.).
 - The Tennis and Pickleball Facility is for the play of tennis and pickleball only. Pets (with the exception of “Service Animals”), roller blades, bikes, skates, skateboards, and scooters are prohibited from the tennis and pickleball facility.
 - Beverages are permitted at the Tennis and Pickleball Facility if contained in non- breakable containers with screw top or sealed lids. No alcoholic beverages, glass or other breakable items are permitted on the tennis or pickleball courts.
 - No chairs other than those provided by the District are permitted on the tennis or pickleball courts.
 - No jumping over nets.
 - Players must clean up after play. This includes “dead” balls, Styrofoam cups, plastic bottles, etc. The goal is to show common courtesy by leaving the court ready for play for Patrons who follow you.
 - Court hazards or damages, such as popped line nails, need to be reported to the Facility Manager for repair.
 - The tennis and pickleball courts may be reserved by the District for District- sponsored

events or functions.

TENNIS AND PICKLEBALL COURTS: THUNDERSTORM POLICY

The Facility Manager, when present, will control whether tennis or pickleball is permitted in inclement weather, and the tennis and pickleball courts may be closed or opened at their discretion. Otherwise, play is at your own risk.

BASKETBALL FACILITY POLICIES

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

Please note the Basketball Facilities are unsupervised facilities and persons using the facilities do so at their own risk. Persons interested in using the facilities are encouraged to consult with a physician prior to using the facilities.

1. *Eligible Users.* Patrons and guests twelve (12) years of age and older are permitted to use the Basketball Facilities during designated operating hours. Children who are under twelve (12) years of age may use the facilities only when accompanied by an adult aged eighteen (18) or older.
2. *Hours.* The Basketball Facilities are available for use during daylight hours. The facilities may not be used after dark.
3. *Emergencies:* For all emergencies, call 911 Emergency Services immediately. All emergencies and injuries must also be reported to Amenity Facility Staff (904) 907-1100 as well as the District Manager at (904) 627-9271.
4. *Proper Attire:* Proper athletic shoes and attire are required at all times while on the courts. Shirts must be worn. No black-soled or open-toe shoes are permitted.
5. *Availability:* The basketball court is available on a "first come, first served" basis.
6. *General Policies:*
 - The use of profanity or disruptive behavior is prohibited.
 - Persons using the Basketball Facilities must supply their own basketballs. Basketballs, if available, may be obtained from the office.
 - The Basketball Facilities is for the play of basketball only. Pets (with the exception of "Service Animals"), roller blades, bikes, skates, skateboards, and scooters are prohibited from the tennis facility.
 - Beverages are permitted at the Facilities if contained in non-breakable containers with screw top or sealed lids. No alcoholic beverages, glass or other breakable items are permitted on the basketball court.
 - No chairs other than those provided by the District are permitted on the court.
 - The court must be left clean after use.

- The basketball court may be reserved by the District for District-sponsored events or functions.

MULTI-PURPOSE FIELD POLICIES

Please note the Multi-Purpose Field is unattended facility and persons using the facility do so at their own risk.

1. *First Come Basis.* The field is available for use by Patrons only on a “first come, first served” basis.
2. *Vehicles.* No bicycles, scooters, skate boards, hover boards or other equipment or vehicles with wheels are permitted.
3. *Chalking.* Chalking or marking the field must be approved in advance, if at all, and proper marking materials must be used.
4. *Glass Containers.* No glass containers or breakable objects of any kind are permitted on the field.
5. *Pets.* Pets must be kept on leash, and Patrons must pick up and dispose of pet waste in appropriate receptacles.
6. *Equipment.* Patrons are responsible for bringing their own equipment.
7. *Golfing.* Golfing is not permitted on the field.
8. *Sports Instruction.* Except as expressly authorized by the District, sports instruction for fees, or solicitation of sports instruction for fees, is prohibited.

PLAYGROUND POLICIES

Please note the Playground is an unattended facility and persons using the facility do so at their own risk.

1. Adult supervision (eighteen years and older) is required for children under the age of twelve (12). All children must remain in the sight of parents/guardians. All children are expected to play cooperatively with other children.
2. The playground is available for use during daylight hours. The facilities may not be used after dark.
3. Proper footwear is required. Loose clothing, especially with strings, is prohibited.
4. Since mulch material is necessary for reducing fall impact and for good drainage, mulch must not be picked up, thrown, or kicked for any reason.
5. No food, drinks or gum are permitted at the playground.
6. No pets of any kind are permitted at the playground.
7. No glass containers are permitted at the playground.
8. No jumping off from any climbing bar or platform.
9. Profanity, rough-housing, and disruptive behavior are prohibited.
10. If anything is wrong with the equipment or someone gets hurt, notify the District immediately.
11. Use of the Playground may be limited from time to time due to a District-sponsored event.
12. For all emergencies, call 911 Emergency Services immediately. All emergencies and injuries

must also be reported to Amenity Facility Staff (904) 907-1100 as well as the District Manager at (904) 627-9271.

FISHING POLICY

Patrons may fish from any District owned lake/retention pond within the Bannon Lakes Community Development District. Please check with the Facility Manager for rules and regulations pertaining to fishing and for proper access points to these bodies of water. The District has a “catch and release” policy for all fish caught in these waters. **No watercrafts of any kind are allowed in these bodies of water except for small remote controlled boats intended for recreational purposes. Swimming is also prohibited in any of the waters.**

DOG PARK POLICY

USE OF THE DOG PARK IS AT YOUR OWN RISK

Your voluntarily use of the Dog Park evidences your waiver of any claims against the Bannon Lakes Community Development District resulting from activities occurring at the Dog Park. The Bannon Lakes Community Development District is not responsible for any injury or harm caused by use of the Dog Park.

1. The Dog Park is restricted to use only by Patrons and their guests. ALL OTHER PERSONS ARE CONSIDERED TRESPASSERS AND MAY BE PROSECUTED AS SUCH UNDER FLORIDA LAW.
2. Dogs must be on leashes at all times, except within the Dog Park area.
3. Dogs must be accompanied by a handler who is eighteen (18) years old or older.
4. Dogs inside the Dog Park must be under voice control by their handler at all times. If voice control is not possible, do not enter the Dog Park.
5. Dog handler must have the leash with them at all times.
6. Dogs may not be left unattended and must be within unobstructed sight of the dog handler.
7. Dogs must be vaccinated and wear a visible rabies and license tag at all times.
8. Limit three dogs per Adult dog handler.
9. Puppies under four months of age should not enter the Dog Park.
10. Children under the age of twelve (12) are not permitted within the Dog Park area.
11. Dog handlers are responsible for the behavior of their animals.
12. Aggressive dogs are not allowed in the Dog Park. Any dog showing signs of aggression should be removed from the Dog Park immediately.
13. Female dogs in heat are not permitted in the Dog Park.
14. Human or dog food inside the Dog Park is prohibited.
15. Any dog toys inside the Dog Park are prohibited.
16. Dog handlers must clean up any dog droppings made by their pets.
17. Dog handlers must fill in any holes made by their pets.
18. Please do not brush or groom pets inside the Dog Park. The Dog Park is for play time.
19. Only licensed and insured dog trainers will be permitted to do training at the Dog Park. Owner

- must register trainer with the District prior to working with the dog.
20. The Dog Park is designated a “No Smoking” area.
21. The Dog Park area is equipped with closed-circuit surveillance cameras.

SUSPENSION AND TERMINATION OF PRIVILEGES

- 1. Introduction.** This rule addresses the suspension and termination of privileges to use the Bannon Lakes Community Development District’s (“District”) recreational facilities (“Amenities”).
- 2. Violations.** The privileges of a patron of the Amenities, including resident owners, designated tenants, non-residents who pay the applicable non-resident usage fee, and members of the households of any of the foregoing (collectively, “Patron”), to use the Amenities may be suspended or terminated if the Patron engages in any of the following behavior:
 - a. Submits false information on any application for use of the Amenities.
 - b. Permits the unauthorized use of an amenity pass.
 - c. Exhibits unsatisfactory behavior or appearance.
 - d. Fails to pay fees owed to the District in a proper and timely manner.
 - e. Fails to abide by any policies or rules established for the use of the Amenities.
 - f. Treats the District’s supervisors, staff, facility management, contractors, or other representatives, or other Patrons, in an unreasonable or abusive manner.
 - g. Damages or destroys District property.
 - h. Engages in conduct that is improper or likely to endanger the welfare, safety, harmony or reputation of the District, or its supervisors, staff, facility management, contractors, or other representatives, or other Patrons.
- 3. Reporting of Violations.** For all offenses outlined in Section 2 above, the District Manager, or District’s facility manager, shall create a written report of the incident, which report shall be signed by the offending Patron and the District Manager or facility manager, as the case may be, and kept on file by the District. If the offending Patron refuses to sign the incident report, it shall be kept on file by the District with a notation to that effect by the District Manager or facility manager, as the case may be.
- 4. Suspension by the District Manager or District’s Facility Manager / Appeal of Suspension.** The District Manager, or the District’s facility manager, may at any time suspend a Patron’s privileges to use the Amenities for committing any of the violations outlined in Section 2. Such suspension shall be for a maximum period of 30 consecutive days. In determining the length of any suspension, the District Manager, or facility manager, shall take into account the nature of the conduct and any prior violations. A Patron subject to a suspension under this Section 4 may appeal the suspension to the District’s Board of Supervisors (“Board”) by filing a written request for an appeal, which written request shall be immediately sent to the District’s Chairperson. The filing of a request for an appeal shall not result in the stay of the suspension. The District shall consider the appeal at its next Board meeting and shall provide reasonable notice to the Patron of the Board meeting where the appeal will be considered. At that meeting, the Board shall allow the Patron to appear and present statements and/or evidence on the Patron’s behalf, subject to any reasonable restrictions that the Board may impose. 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, to address the appeal and any violations outlined in Section 2. In

determining the appropriate action to be taken, the Board shall take into account the nature of the violation and any prior violations.

- 5. Suspension or Termination by the Board.** The District Manager, or the District's facility manager, may recommend to the Board, or the Board on its own initiative may elect to consider, a suspension or termination of a Patron's privileges for committing any of the violations outlined in Section 2. At least 15 days prior to any Board meeting where a suspension or termination is to be considered under this Section, the District shall send written notice of the meeting by United States mail to the Patron's last known address.

Upon prior written request submitted by the Patron to the District at least 5 days prior to the meeting, the Board shall allow the Patron to appear at the meeting and present statements and/or evidence on the Patron's behalf, subject to any reasonable restrictions that the Board may impose. The Board may take any action deemed by it in its sole discretion to be appropriate under the circumstances to address the violations outlined in Section 2, including suspension or permanent termination of a Patron's privileges to use the Facilities. In determining the appropriate action to be taken, the Board shall take into account the nature of the violation and any prior violations.

- 6. Trespass.** If a Patron subject to a suspension or termination is found on the Amenity premises, such Patron will be subject to arrest for trespassing.