

ST. AUGUSTINE LAKES COMMUNITY DEVELOPMENT DISTRICT

AMENITIES RULES & POLICIES

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PART 1: St Augustine Lakes Community Development District

In accordance with Chapter 190 of the Florida Statutes, and on August 20, 2024, at a duly noticed public meeting, the Board of Supervisors of the St. Augustine Lakes Community Development District adopted the following policies to govern the operation of the District's Amenities.

DEFINITIONS

The following definitions shall apply to these policies in their entirety:

“Access Device” – shall mean the electronic access fob or card issued to Patrons.

“Amenities” – 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 District's swimming pool, pool deck, restroom building, and playground, together with their appurtenant areas, facilities, equipment, and any other common areas and appurtenances of the District related to the same.

“Amenities Policies” or “Policies” – shall mean all Amenities Policies of the District, as amended from time to time.

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

“Annual User Fee” – shall mean the base fee established by the District for the non-exclusive right to use the Amenities. The amount of the Annual User Fee is set forth in the District's rules.

“Board of Supervisors” or “Board” – shall mean the Board of Supervisors of the District.

“District” – shall mean the St. Augustine 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.

“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 legal age of majority (i.e., 18 or as otherwise provided by law), 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, other than a Patron, who are expressly authorized by the District to use the Amenities or invited and who must be accompanied for the entire day by a Patron to use the Amenities.

“Non-Resident” – shall mean any person that does not own property within the District.

“Non-Resident Patron” – shall mean any person or Family not owning property in the District who is paying the Annual User Fee to the District.

“Patron” or “Patrons” – shall mean persons or entities who own real property (or members of the Family) within the District and those persons or entities not owning land within the District who have paid the annual user fee. Tenants shall only be considered “Patrons” if they are renting or leasing a home from persons owning property in the District pursuant to a current, written lease of not less than six months or if they pay the annual user fee. All other persons shall be considered guests.

“Person” – shall mean an individual, or legal entity recognized under Florida law.

“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.

“Service Animal”- A service animal is any dog that is individually trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability. Other species of animals, whether wild or domestic, trained, or untrained, are not considered service animals.

“Wet Deck”- 6-foot wide unobstructed pool deck area around the outside of the pool water perimeter, curb, ladders, or handrails.

AUTHORIZED USERS

Generally. Only Patrons and Guests, as set forth herein, have the right to use the Amenities.

Residents. A Resident must pay the Annual User Fee applicable to Residents in order to have the right to use the Amenities. Such payment must be made in accordance with the District’s annual assessment collection resolution and typically will be included on the Resident’s property tax bill. Payment of the Annual User Fee entitles the Resident to use the Amenities for one full fiscal year of the District, which year begins October 1 and ends September 30.

Non-Residents. A Non-Resident Patron must pay the Annual User Fee applicable to Non-Residents in order to have the right to use the Amenities for one full year, which year begins from the date of receipt of payment by the District. This fee must be paid in full before the Non-Resident may use the Amenities. Each subsequent Annual User Fee shall be paid in full on or before the anniversary date of application.

Renter’s Privileges. Residents who rent or lease residential unit(s) in the District shall have the right to designate the Renter of the residential unit(s) as the beneficial users of the Resident’s privileges to use the Amenities.

1. A Renter who is designated as the beneficial user of the Resident’s rights to use the Amenities shall be entitled to the same rights and privileges to use the Amenities as the Resident.
2. During the period when a Renter is designated as the beneficial user, the Resident shall not be entitled to use the Amenities, unless the owner owns more than one house and resides in one of the houses.
3. 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. Resident owners are responsible for the department of their respective Renter.
4. Renters shall be subject to all rules and policies as the Board may adopt from time to time.

Guests. Except as otherwise provided for herein, each Patron (by Family) may bring a maximum of four (4) Guests to the Amenities, provided however that Guests must be accompanied by the Patron when using the Amenities and provided however that the Patron will be responsible for any harm caused by the Patron's Guests while using the Amenities. For clarification purposes, the preceding sentence shall be construed to place a four (4) Guests limitation on the total number of Guests that a Patron may bring on behalf of that Patron's particular residence or household – e.g., a Patron Family consisting of four people cannot bring up to four Guests each for a total of sixteen Guests, but instead can only bring a total of four (4) Guests on behalf of the entire household. The District may also in its discretion invite Guests as part of any community programming activities. Applicable fees may apply. Guests shall be subject to all rules and policies as the Board may adopt from time to time.

Registration / Disclaimer. In order to use the Amenities, each Patron, all members of a Patron's Family, and all Guests shall register with the District by executing a Registration Form, and by executing the Consent and Waiver Agreement, a copy of which is attached hereto as **Exhibit A. All persons using the Amenities do so at their own risk and agree to abide by the rules and policies for the use of the Amenities. As set forth more fully later herein, the District shall assume no responsibility and shall not be liable for any accidents, personal injury, or damage to, or loss of property arising from the use of the Amenities or from the acts, omissions or negligence of other persons using the Amenities. Patrons are responsible for their actions and those of their Guests.**

ACCESS DEVICES

Use of Access Devices. Patrons use their Access Devices to gain access to the Amenities. Upon arrival at the clubhouse or other Amenities, Patrons will scan their Access Device in the card reader located outside of the main entrance gates in order to unlock the gates. Under no circumstance should a Patron provide an Access Device to another person to allow him or her to use the Amenities.

Issuance of Access Devices. Each Patron will receive two (2) Access Devices per household upon registration with the District. Proof of residence is required.

Non-Transferrable. Access Devices are the property of the District and are nontransferable except in accordance with the District's rules and policies.

Lost or Stolen Devices. All lost or stolen devices need to be reported immediately to the District. Fees will be applied according to the fee schedule listed below.

GENERAL PROVISIONS

All Patrons and Guests using the Amenities are expected to conduct themselves in a responsible, courteous and safe manner, in compliance with all rules and policies of the District.

Emergencies: After contacting 911 if required, all emergencies and injuries must be reported to the office of the District Manager at 904-940-5850.

Hours of Operation. All hours of operation of the Amenities will be established and published by the District. The District may restrict access or close some or all the Amenities for purposes of providing a community activity, for making improvements, for conducting maintenance, or other purposes. Any programs or activities of the District may have priority over other users of the Amenities.

PLEASE BE AWARE THAT USE OF THE AMENITIES IS AT YOUR OWN RISK. THE DISTRICT DOES NOT PROVIDE ANY SUPERVISION WITH RESPECT TO THE USE OF THE AMENITIES, AND THERE ARE INHERENT RISKS IN THE USE OF THE AMENITIES – E.G., THE USE OF THE COURTS, FITNESS ROOM, POOL, ETC. CAN RESULT IN SERIOUS BODILY INJURY OR EVEN DEATH.

PARENTS AND LEGAL GUARDIANS ARE RESPONSIBLE FOR THEIR MINOR CHILDREN WHO USE THE AMENITIES. THE DISTRICT STRONGLY ENCOURAGES PARENTS AND LEGAL GUARDIANS TO ACCOMPANY AND SUPERVISE THEIR MINOR CHILDREN WHILE AT THE AMENITIES.

Except as otherwise stated herein, the following additional guidelines govern the use of the Amenities generally:

1. **Registration.** All Patrons must have their assigned Access Device upon entering the clubhouse. Access Devices are only to be used by the Patron to whom they are issued. Patrons must present their Access Device upon request by the Amenity Manager or Pool Attendant.
2. **Guests.** Guests must be accompanied by a Patron while using the Amenities, unless the Guest has purchased a Guest Access Card.
3. **Minors.** Adult Patrons are responsible for all minor Patrons from their household or visiting Guests, including any minors, at the Amenities; and, to better protect the health, welfare and safety of such minors, a parent/guardian (of at least 18 years of age) must accompany all such minors who are 14 of age and under or who are otherwise unable to govern and look after themselves in an appropriate manner. Any minors attempting to access the amenity without a parent/guardian will be asked to leave by the Pool Attendant.
4. **Attire.** Except for the pool and wet areas where bathing suits are permitted, Patrons and Guests must be properly attired with shirts and shoes to use the Amenities. Wet bathing suits and wet feet are not allowed indoors.
5. **Food and Drink.** Food and drink will be limited to designated areas only. Glass containers will not be permitted on any part of the pool deck at any time.
6. **Alcohol.** Alcoholic beverages shall not be served or sold at the Amenities, except for pre-approved special events. Anyone that appears to be under the influence of drugs or alcohol will be asked to leave.
7. **No Smoking.** The use of tobacco products, to include vaping devices, shall not be permitted on or in any Amenity Center Property.
8. **Pets.** With the exception of service animals, pets are not permitted in the building or in the fenced in area of the pool deck. Where service animals are permitted on the grounds, they must be leashed. Patrons are responsible for picking up after all pets for the safety and health to others and in accordance with the law.
9. **Vehicles.** Vehicles must be parked in designated areas. Vehicles should not be parked on grass lawns, footpath, or in any way which blocks the normal flow of traffic.
10. **Skateboards, Etc.** Bicycles, skateboards, rollerblades, scooters, hover boards and other similar uses are limited to designated outdoor areas only.
11. **Fireworks.** Fireworks of any kind are not permitted anywhere on the Amenities or adjacent areas.
12. **Service Areas.** Only District employees and staff are allowed in the service areas of the Amenities.
13. **Courtesy.** Patrons and their Guests shall treat all staff members and other Patrons and Guests with courtesy and respect.

14. **Profanity.** Loud, profane or abusive language is prohibited.
15. **Horseplay.** Disorderly conduct and horseplay are prohibited.
16. **Equipment.** All equipment and supplies provided for use of the Amenities must be returned in good condition after use. Patrons are encouraged to let the staff know if an area of the Amenities or a piece of equipment needs cleaning or maintenance.
17. **Littering.** Patrons are responsible for cleaning up after themselves and helping to keep the Amenities clean at all times.
18. **Solicitation and Advertising.** Commercial advertisements shall not be posted or circulated in the Amenities. Petitions, posters or promotional material shall not be originated, solicited, circulated or posted on Amenities property unless approved in writing by the District.
19. **Firearms and Other Weapons.** Firearms are not permitted in any of the Amenities or on any District property in each case to the extent such prohibitions are permitted under Florida law. Among other prohibitions, no firearms may be carried to any meeting of the District's Board of Supervisors.
20. **Trespassing / Loitering.** There is no trespassing or loitering allowed at the Amenities. Any individual violating this policy may be reported to the local authorities.
21. **Compliance with Laws.** All Patrons and Guests shall abide by and comply with any and all federal, state and local laws and ordinances, as well as any District rules and policies, while present at or utilizing the Amenities, and shall ensure that any minor for whom they are responsible also complies with the same.
22. **Surveillance.** Various areas of all Amenities are under twenty-four (24) hour video surveillance.
23. **Lost Property.** The District is not responsible for lost or stolen items. Staff members are not permitted to hold valuables or bags for Patrons or Guests.
24. **Activities Prohibited.** Throwing, kicking, or punching of any objects is prohibited. No running. Taking anything off property without permission is and unlawful action.
25. **Irrigation.** Playing near or tampering with irrigation equipment is prohibited.
26. **Over Night Parking.** Overnight parking in the amenity parking area is prohibited. Any vehicles found parked for more than 24 hours will be subject to tow.

SWIMMING POOL

The following policies apply to the District's pool:

1. **Swim at Your Own Risk.** The pool areas are not supervised, so all Patrons use the pool at their own risk.
2. **Operating Hours.** The pool areas are open from -Dawn to Dusk. No one is permitted in the pool at any other time unless a specific event is scheduled.
3. **Skateboards, Etc.** No bicycles, scooters, roller skates, roller blades, hover boards, skateboards or other similar items are permitted on the pool deck or playground.
4. **Food and Drink; Alcohol & Smoking.** Patrons are permitted to bring their own snacks and water to the pool; however, no food or beverages are permitted in the pool or the pool wet deck area, as defined by Florida law. Glass containers or breakable objects of any kind are not permitted within the fenced area surrounding the pool. Additionally, all General Provisions previously set forth herein apply, including but not limited to the prohibitions on alcohol and smoking set forth as paragraphs 6 and 7 of the General Provisions.
5. **Unsafe Behavior.** No pushing, running, horseplay, sliding down bannisters and rails or other similarly unsafe behavior is allowed in the pool or on the pool deck area.
6. **Diving.** Diving is strictly prohibited at the pool.
7. **Noise.** Radios, tape players, CD players, MP3 players and televisions, and the like are not permitted unless they are personal units equipped with headphones.
8. **Aquatic Toys and Recreational Equipment.** Prohibited items include, but are not limited to, rafts, inner tubes, scuba gear, squirt guns, swim fins, pool balls, frisbees, inflatable objects, or other similar

water play items. Exceptions are small personal floatation devices for swimming assistance, kickboards, masks, goggles, pool noodles, dive sticks, snorkels and water wings. Amenities staff has the final say regarding the use of any and all recreational floatation devices, and 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.

9. **Entrances.** Pool entrances, including stairs and ladders, must be kept clear at all times.
10. **Railings.** No swinging, sliding, or climbing on ladders, fences, or railings is allowed.
11. **Pool Furniture.** Pool furniture is not to be removed from the pool area or placed in the pool to include the pool sundeck area.
12. **Chemicals.** Chemicals used in the pool may affect certain hair or fabric colors. The District is not responsible for these effects.
13. **Pets.** Pets, (with the exception of service animals), are not permitted on the pool deck area inside the pool gates at any time.
14. **Attire.** Family-appropriate swimming attire (swimsuits) must be worn at all times.
15. **Parties.** Parties at the pool are prohibited, and participants may be asked to leave by the Amenity Manager or Pool Attendant.
16. **Prevention of Disease.** All swimmers must shower before initially entering the pool. Persons with open cuts, wounds, sores or blisters may not use the pool. No person should use the pool with or suspected of having a communicable disease which could be transmitted through the use of the pool.
17. **Swim Diapers.** All persons who are not reliably toilet trained must wear swim diapers and a swimsuit over the swim diaper. If contamination occurs, the pool will be closed for twenty-four (24) hours and the water will be shocked with chlorine to kill the bacteria. Any individual responsible for contamination of the pool may be held responsible for any clean-up or decontamination expenses incurred by the District.
18. **Pollution.** No one shall pollute the pool. Anyone who does pollute the pool is liable for any costs incurred in treating and reopening the pool.
19. **Minors.** Adult Patrons are responsible for all minor (one under the age of 18) Patrons from their household or visiting the Amenities as Guests of the Patron, and, to better protect the health, welfare and safety of such minors, a parent/guardian (of at least 18 years of age) must accompany all such minors who are 14 and under or who are otherwise unable to govern and look after themselves in an appropriate manner. Minors attempting to enter the Pool Area without a parent/guardian will be asked to leave by the Amenity Manager or Pool Attendant.
20. **Reservation of Tables or Chairs.** Tables or chairs on the deck area may not be reserved by placing towels or personal belongings on them, except for up to thirty minutes while swimming in the pool.
21. **Pool Closure.** The pool may close due to weather warnings, fecal accidents, chemical balancing, or general maintenance and repairs.
22. **Weather.** The pool and pool area will be closed during electrical storms or when rain makes it difficult to see any part of the pool or pool bottom clearly. The pool will be closed at the first sound of thunder or sighting of lightning and will remain closed for thirty 30 minutes after the last sighting. Everyone must leave the pool deck immediately upon hearing thunder or sighting lightning, or when instructed to do so by the staff.
23. **Swim Instruction.** Except as expressly authorized by the District, swim instruction for fees, or solicitation of swim instruction for fees, is prohibited.

PLAYGROUND POLICIES

1. **Use at Own Risk.** Patrons may use the playgrounds and parks at their own risk and must comply with all postage signage.
2. **Hours of Operation.** Unless otherwise posted, all playground and park hours are from dawn to dusk.

3. **Supervision of Children.** Supervision by an adult eighteen (18) years and older is required for children fourteen (14) years of age or under. Children must always remain within the line of sight of the supervising adult. All children are expected to play cooperatively with other children.
4. **Shoes.** Proper closed-toe footwear is required and no loose clothing, especially with strings, should be worn. No bathing suits are permitted.
5. **Mulch.** The mulch material is necessary for reducing fall impact and for good drainage. It is not to be picked up, thrown, or kicked for any reason.
6. **Food & Drink.** No food, drinks or gum are permitted on the playground, other than such water in non-breakable containers as may be necessary for reasonable hydration but are permitted at the parks. Patrons and Guests are responsible for clean-up of any food or drinks brought by them to the parks.
7. **Glass.** No glass containers or objects are permitted. Patrons should notify District Staff if broken glass is observed at the playground or parks.
8. **First-Come, First-Served.** The playground is available on a first-come, first served basis. Play is limited to one (1) hour if the playground is at full occupancy and other Patrons are waiting.
9. **Prohibited Equipment.** Bicycles, scooters, skateboards, rollerblades, or other similar equipment are not permitted on the playground.
10. **Pets/Animals.** With the exception of service animals, pets are not permitted in the fenced in area of the playground. Where service animals are permitted on the grounds, they must be leashed. Patrons are responsible for picking up after all pets for the safety and health to others and in accordance with the law.

GREENSPACE POLICIES

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

1. **Hours.** The Greenspace shall be available for use from sunrise until sunset. No access will be allowed, by a Patron or any other person, before or after Greenspace hours. Trespassing may be prosecuted as a criminal offense and may lead to the loss of the Access Device and /or the revocation of access to the Amenity Center for the entire household.
2. **Eligible Users.** Patrons and their guests thirteen (13) years of age and older are permitted to use the Greenspace. Children under thirteen (13) years of age must be accompanied at all times by a guardian or adult Patron over eighteen (18) years of age during usage of the Greenspace. Patrons may be accompanied by up to five (5) guests.
3. **Emergencies.** For all emergencies, call 911 immediately. All emergencies and injuries must also be reported to the District Manager at (904) 940-5850.
4. **Reservations.** This facility is on a first-come, first-serve basis. Use of a field is limited to one (1) hour when others are waiting.
5. **General Policies.**
 - a The Greenspace is not to be used for events other than, Board approved reservations, or District sponsored events.
 - b Pets (other than service animals), bicycles, skates, skateboard, scooters, rollerblades and motorized vehicles of any kind are not permitted in the Greenspace at any time.
 - c Alcoholic beverages, glass containers and other breakable items are prohibited.
 - d The use of profanity or disruptive behavior is prohibited.
 - e Patrons must bring their own sports equipment (e.g., soccer balls, softball, bats, etc.)
 - f Persons using the Greenspace must clean up all food, beverages and miscellaneous trash brought to the Greenspace.
 - g Use of the Greenspace may be limited from time to time due to a District-sponsored event.

THUNDERSTORM POLICY

Amenity Manager is responsible for the pool and or other District properties, during thunderstorms, heavy rain and other inclement weather. The Amenity Manager or Pool Attendant will determine whether swimming is permitted during the times the swimming pool is attended. During the periods of heavy rain, thunderstorms and other inclement weather, the pool area will be closed. If heavy rain, thunder and/or lightning occurs, everyone will be required to exit the pool and other pool areas at the first sound of thunder and/or first sighting of lightning for a waiting period of at least 30 minutes. At any point during the 30-minute waiting period, if thunder and/or lightning is heard or seen, the waiting period will be extended 30 minutes from the last sighting or sound.

PROPERTY DAMAGE

Each Patron shall be liable for any property damage at the Amenities caused by him or her, his or her Guests, or members of his or her Family. The District reserves the right to pursue any and all legal and equitable measures necessary to remedy any losses due to property damage.

Each Patron and Guest, as a condition of invitation to the premises of the Amenities, assumes sole responsibility for his or her property. The District shall not be responsible for the loss or damage to any private property used or stored on the premises of the Amenities, whether in lockers or elsewhere.

USE AT OWN RISK; INDEMNIFICATION

Any Patron, Guest, or other person who participates in the Activities (as defined below), shall do so at his or her own risk, and shall indemnify, defend, release, hold harmless, and forever discharge the District and its contractors, and the present, former, and future supervisors, staff, officers, employees, representatives, agents, and contractors of each (together, "Indemnitees"), for any and all liability, claims, lawsuits, actions, suits or demands, whether known or unknown, in law or equity, caused wholly or in part by any individual of any age, or any corporation or other entity, for any and all loss, injury, damage, theft, real or personal property damage, expenses (including attorney's fees, costs and other expenses for investigation and defense and in connection with, among other proceedings, alternative dispute resolution, trial court, and appellate proceedings), and harm of any kind or nature arising out of, or in connection with, the participation in the Activities, by said Patron, Guest, or other person, and any of his or her Guests and any members of his or her Family.

Should any Patron, Guest, or other person, bring suit against the Indemnitees in connection with the Activities or relating in any way to the Amenities, and fail to obtain judgment therein against the Indemnitees, said Patron, Guest, or other person shall be liable to the District for all attorney's fees, costs, and other expenses for investigation and defense and in connection with, among other proceedings, alternative dispute resolution, trial court, and appellate proceedings.

The waiver of liability contained herein does not apply to any act of intentional, willful or wanton misconduct by the Indemnitees.

For purposes of this section, the term "Activities," shall mean the use of or acceptance of the use of the Amenities, or engagement in any contest, game, function, exercise, competition, sport, event, or other

activity operated, organized, arranged or sponsored by the District, its contractors or third parties authorized by the District.

SOVEREIGN IMMUNITY

Nothing herein shall constitute or be construed as a waiver of the Districts' limitations on liability contained in Section 768.28, F.S., or other statutes or law.

SEVERABILITY

The invalidity or unenforceability of any one or more provisions of these policies shall not affect the validity or enforceability of the remaining provisions, or any part of the policies not held to be invalid or unenforceable.

AMENDMENTS / WAIVERS

The Board in its sole discretion may amend these policies from time to time. The Board may also elect in its sole discretion at any time to grant waivers to any of the provisions of these policies.

The above Amenity Rules and Policies were adopted on August 20, 2024 by the Board of Supervisors for the St. Augustine Lakes Community Development District, at a duly noticed public hearing and meeting.

DocuSigned by:
Jim Oliver
D1BA5E5E7410418...
Secretary/Assistant Secretary

DocuSigned by:
Bunzi Rogers
635A71EC3371457...
Chairperson, Board of Supervisors

- ATTACHMENT A: Consent and Waiver Agreement (Community Programming)**
- ATTACHMENT B: Access Card Form**

ATTACHMENT A Consent and Waiver Agreement

- St. Augustine Lakes Community Development District -

The St. Augustine Lakes Community Development District (“**District**”) owns and operates certain amenities, including a swimming pool, pool deck, restroom building, playground, and other facilities, and offers certain amenity programs, to the District’s patrons. In consideration for being allowed to use the amenities and/or participate in the amenity programs (together, “**Activities**”), I hereby voluntarily assume any and all risk, including injury to my person and property, relating to the Activities, and agree to indemnify, defend and hold harmless the District, Governmental Management Services, and any of their affiliates, and their supervisors, officers, staff, agents, employees, volunteers, organizers, officials or contractors (collectively, the “**Indemnitees**”) from any claim, liability, cost, or loss of any kind sustained or incurred by either any of the Indemnitees or by other residents, users or guests, and resulting from any acts or omissions of myself, my family members, or my guests, and arising out of or incident to the Activities, unless such loss is solely the result of Indemnitees’ gross negligence or intentional, willful, or wanton misconduct. I further acknowledge and agree that I shall be bound at all times by the terms and conditions of the policies, rules and regulations of the District, as currently in effect and as may be amended from time to time. I have read and understand the terms of this Consent and Waiver Agreement and have willingly signed below as my own free act, being both of lawful age and legally competent to do so. Nothing herein shall constitute or be construed as a waiver of the District’s limitations on liability contained in section 768.28, Florida Statutes or other statute or law.

Participant(s) Name: _____	Address: _____
E-Mail: _____	
E-Mail: _____	
Parent/Guardian Name: _____ (if Participant is a minor child)	
Parent/Guardian Signature: _____ (if Participant is a minor child)	Date: _____
Parent/Guardian Address (if different than above): _____	
Phone Number (home): _____	
Phone Number (alternate): _____	
Emergency Contact: _____	
Phone Number: _____	

NOTE TO STAFF: THIS FORM MAY CONTAIN CONFIDENTIAL INFORMATION. DO NOT DISCLOSE ITS CONTENTS WITHOUT FIRST CONSULTING THE DISTRICT MANAGER.

PRIVACY NOTICE: Under Florida’s Public Records Law, Chapter 119, Florida Statutes, the information you submit on this form may become part of a public record. This means that, in response to a public records request, we may be required to disclose the information you submit to us. Under certain circumstances, we may only be required to disclose part of the information submitted to us. If you believe that your records may qualify for an exemption under Chapter 119, Florida Statutes, please notify the District Manager.

ATTACHMENT B: Access Device Form

ACCEPTANCE

I acknowledge the waiver as set forth below and I agree to its terms. I have also read and agree to abide by the Amenities Rules and Policies, as amended from time to time, and the District’s Rules of Procedure. I also understand that I am financially responsible for and damages caused by my family members, my guests and me and those damages resulting from the loss or theft of my Amenities Access Device.

Signature of Patron: _____ Date: _____

WAIVER:

I understand that the St. Augustine Lakes Community Development District, and their supervisors, officers, agents, consultants and employees, assume no responsibility for injuries or illness that my minor child(ren) may sustain as a result of their physical condition or resulting from their participation in any activities, sports, use of the pool, use of exercise equipment, use of the playground or any other Amenities. I expressly acknowledge on behalf of myself and my heirs that I assume the risk for any and all injuries and illness that may result from their participation in these activities or use of the Amenities. I hereby release and discharge the St. Augustine Lakes Community Development District, and their Supervisors, officers, agents, consultants and employees, from any claims for injury, illness, death, loss or damage that my minor child(ren) may suffer as a result of their participation in these activities. I understand that the St. Augustine Lakes Community Development District, are not responsible for personal property lost or stolen while participating in activities at the Amenity Center, pool, and recreational facilities.

Signature of Parent or Guardian: _____ Date: _____

FOR HOMEOWNERS and RENTERS:

The undersigned, a resident landowner within the District, agrees and acknowledges that it will not provide Amenities Access Devices to any Tenant (as used herein, the term Tenant shall include all family members of the specifically named Tenant) without first providing an Amenities Access Device Form (“Registration”), executed by Tenant, to an Amenities Staff Member. Should the undersigned provide Amenities Access Devices to Tenant without providing an Amenities Staff member with a Registration signed by Tenant, the undersigned agrees to be financially responsible for any damages caused by Tenant and agrees to indemnify the District, its supervisors, agents, staff and Riverside Management Services and its successors, from any and all liability for any injuries that Tenant may sustain in conjunction with the usage of the Amenity Facilities. Nothing herein shall be considered as a waiver of the District’s sovereign immunity or Limits of liability beyond any statutory limited waiver of immunity or limits of liability which may have been Adopted by the Florida Legislature in Section 768.28 Florida Statutes or other statute.

Signature of Home Owner: _____ Date: _____

OFFICE USE ONLY

_____	_____	_____
Date Received	Date Entered in System	Staff Member Signature

AUTHORIZED ACCESS DEVICES(S)

Access Device Number: _____

Access Device Number: _____

*******There is a fee of \$50 per Access Device for any lost, stolen or replacement Access Device*******

PART 2: St. Augustine Lakes Community Development District
Rule for Amenities Rates

In accordance with Chapter 190 of the Florida Statutes, and on August 20, 2024, at a duly noticed public meeting, the Board of Supervisors of the St. Augustine Lakes Community Development District adopted the following rates, fees and charges for the operation of the District’s Amenities. All prior rates, fees and charges of the District are hereby superseded on a going forward basis.

Introduction. This rule addresses various rates, fees and charges associated with the Amenities.

1. **Definitions.** All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Amenities Rules and Policies of the St. Augustine Lakes Community Development District, as amended from time to time.
2. **Annual User Fee.** For Non-Resident Patrons, the Annual User Fee is equal to the average annual operation and maintenance assessment and debt assessment as established by the District in connection with the adoption of the District’s annual fiscal year budgets. For Residents, the Annual User Fee is paid when the Resident makes payment for the Resident’s annual operation and maintenance assessment, and debt service assessment, for the property owned by the Resident.
3. **Non-Clubhouse Rates.** The following non-clubhouse fees apply: TBD when applicable.

4. **Miscellaneous Fees.**

Item	Fee
Access Devices (2 per house hold on first distribution)	Free
Replacement of, Damaged, Lost, or Stolen Access Device	\$50
Non-Resident Annual Fee	\$3,500

5. **Adjustment of Rates.** Not more than once per year, the Board may adjust by resolution adopted at a duly noticed public meeting any of the fees set forth in paragraphs 4, 5, and 6 by not more than five percent per year to reflect actual costs of operation of the Amenities, to promote use of the Amenities, or for any other purpose as determined by the Board to be in the best interests of the District. The Board may also in its discretion authorize discounts for certain services.
6. **Prior Rules; Policies.** The District’s Amenities Policies, as may be amended from time to time, govern all use of the Amenities.
7. **Severability.** The invalidity or unenforceability of any one or more provisions of this rule shall not affect the validity or enforceability of the remaining portions of this rule, or any part of this rule not held to be invalid or unenforceable.

Law Implemented: ss. 190.011, 190.035, Fla. Stat; Effective Date: August 20, 2024

PART 3: St. Augustine Lakes Community Development District ***Disciplinary & Enforcement Rule***

In accordance with Chapter 190 of the Florida Statutes, and on August 20, 2024, at a duly noticed public meeting, the Board of Supervisors of the St. Augustine Lakes Community Development District adopted the following policies to govern the operation of the District's Amenities.

Introduction. This rule addresses disciplinary and enforcement matters relating to the use of the amenities and other properties owned and managed by the District. All capitalized terms not otherwise defined herein have the definitions ascribed to them in the District's Amenities Operating Rules.

1. **General Rule.** All persons using the Amenities and entering District properties are responsible for compliance with, and shall comply with, the Amenities Rules established for the safe operations of the District's Amenities.

2. **Suspension of Rights.** The District, through its Board, District Manager, Amenities Manager, shall have the right to restrict, suspend, or terminate the Amenities privileges of any person to use the Amenities for any of the following behavior:
 - a. Submits false information on any application for use of the Amenities;
 - b. Permits the unauthorized use of an Access Device;
 - c. Exhibits unsatisfactory behavior, deportment or appearance;
 - d. Fails to pay amounts owed to the District in a proper and timely manner;
 - e. Fails to abide by any District rules or policies (e.g., Amenity Rules and Policies);
 - f. Treats the District's supervisors, staff, amenities management, contractors, or other representatives, or other residents or guests, in an unreasonable or abusive manner;
 - g. Damages or destroys District property; or
 - h. Engages in conduct that is improper or likely to endanger the health, safety, or welfare of the District, or its supervisors, staff, amenities management, contractors, or other representatives, or other residents or Guests.

3. **Authority of Amenities Manager.** The Amenities Manager or his or her designee has the ability to remove any person from one or all Amenities if any of the above-referenced behaviors are exhibited or actions committed. The Amenities Manager or their designee may at any time restrict or suspend for cause or causes, including but not limited to those described above, any person's (and his/her family's) privileges to use any or all of the Amenities for a period not to exceed thirty days.

4. **Authority of District Manager.** The District Manager may at any time restrict, suspend or terminate for cause or causes, including but not limited to those described above, any person's (and his/her family's) privileges to use any or all of the District Amenities for a period greater than thirty days. Any such person will have the right to appeal the imposition of the restriction, suspension or termination before the Board of Supervisors.

5. **Enforcement of Penalties/Fines.** For any of the reasons set forth in Section 3 above, the District shall additionally have the right to impose a fine of up to the amount of \$1,000 – in addition to any amounts for damages – and collect such fine, damages and attorney's fees as a contractual lien or as otherwise provided pursuant to Florida law.

6. **Legal Action; Criminal Prosecution.** If any person is found to have committed any of the infractions noted in Section 3 above, such person may additionally be subject to arrest for trespassing or other applicable legal action, civil or criminal in nature.

7. **Severability.** If any section, paragraph, clause or provision of this rule shall be held to be invalid or ineffective for any reason, the remainder of this rule shall continue in full force and effect, it being expressly hereby found and declared that the remainder of this rule would have been adopted despite the invalidity or ineffectiveness of such section, paragraph, clause or provision.

Law Implemented: ss. 190.011, 190.035, Fla. Stat. (2018); Effective Date: August 20, 2024.