

SAMPSON CREEK AMENITY CENTER POLICIES

DEFINITIONS

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

“Amenity Center” consists of the building (offices, pool, splash pad, playground, tennis courts, basketball courts, volleyball court, soccer field, open space and other appurtenances or related improvements.

“Amenity Center Staff” shall mean the persons responsible for daily operation of the Amenity Center, including the General Manager, Lifestyle Director, Administrative Assistant, Facility Attendant, Maintenance Technician, and any other District employee.

“Amenity Facility Gated Area” shall mean all facilities within the gated boundaries of the clubhouse area and includes, but not limited to, the community room, fitness center, tennis court, and pool area.

“Board” shall be defined as the District Board of Supervisors.

“District Property” shall mean all property owned by the District including, but not limited to, the Amenity Center, common areas, and ponds.

“Guest” shall mean any person accompanied and invited by a Patron who is expressly authorized by the District to use the Amenities. The Patron must remain with their guest(s) for the duration of their visit.

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

“Patron” shall be defined as persons or entities who own real property, within the District, persons or entities who do not own land within the District who have paid the annual user fee, and tenants residing in a home located within the District pursuant to a valid rental or lease agreement that have been exclusively assigned the beneficial use of the amenity access privileges of the owner of the property at which they reside, as well as the members of their respective Family.

“Policies” shall mean these Policies Regarding the District Amenity Center and the Procedure for Securing New Programming attached hereto as Exhibit A.

“Pool” shall mean the swimming pool, lap lanes, splash pad, and waterslide.

“Pool Area” shall collectively mean the pool as well as any pool decks, cabanas, and other property or improvements within the fenced area surrounding the pool.

“Renter” shall mean any tenant residing in a home located within the District pursuant to a valid rental or lease agreement.

“Service Animal” shall mean animals trained to do work or perform tasks for an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disabilities.

GENERAL PROVISIONS

Only Patrons and their guests have the right to use the Amenity Center, provided, however, that certain events may be applicable to the general public where permitted by the District and subject to payment of any applicable fees and satisfaction of any other applicable requirements.

A Renter who is designated as the beneficial user of the owner’s rights to use the Amenity Center shall be entitled to the same rights and privileges to use the Amenity Center as the owner. Renters shall obtain Amenity Center Access Card(s) from the owner of the property at which the Renter resides and to whom the Amenity Center Access Card(s) were issued. During the period when a Renter is designated as the beneficial user, the owner shall not be entitled to use the Amenity Center. Owners shall be responsible for all charges incurred by their Renters which remain unpaid after the customary billing and collection procedure established by the District. Owners are responsible for the deportment of their respective Renter.

With the exception of Renters, persons or entities who do not own land within the District must pay the annual user fee applicable to non-residents in order to have the right to use the Amenity Center 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 Amenity Center.

In order to use the Amenity Center, a patron and each member of the Patron’s Family must be registered with the District and present their Amenity Center Access Card upon entering the Amenity Center.

All Patrons, Patron Family members, and their Guests using the Amenity Center are expected to conduct themselves in a reasonable, responsible, courteous and safe manner in compliance with all policies and rules of the District governing the Amenity Center. Disregard of the Districts policies and rules and misuse or destruction of facility equipment may result in expulsion from the Amenity Center and/or the suspension or termination of Amenity Center privileges. Patrons are responsible for the actions and behavior of their Guests and any harm caused by their Guests to District Property.

Except as otherwise stated herein, the following policies govern the use of the Amenity Center:

1. The annual user fee for the non-exclusive right to use the Amenity Center by a non-resident is Three Thousand Five Hundred and Nine Dollars (\$3,509.00).
2. Each patron will receive two Amenity Center Access Cards upon initial registration with the Amenity Office. Should a card be lost, damaged, or stolen, a replacement fee of \$25.00 will apply. Please note that only two Access Cards are allowed per household; any lost, damaged, or stolen cards will be deactivated upon issuing a replacement.
3. Patron households are limited to a maximum of four (4) Guests at any time.

4. Patrons must remain with their Guest(s) for the duration of the Guest(s) visit to the Amenity Center. All Guests must sign in or register with the Amenity Center Staff prior to use of the Amenity Center.
5. The Amenity Center's hours of operation will be established and published by each area considering the season of the year and other circumstances.
6. All rules, regulations, and hours of operation are subject to change at any time, at the sole discretion of management.
7. Alcoholic beverages shall not be served or sold, nor permitted to be consumed on the Amenity Center premises, or any portion of District Property with the exception of preapproved special events, subject to the Facility Rental Policies below. Glass containers and other breakable items are prohibited on the Amenity Center premises and elsewhere on District Property except as set forth herein.
8. Dogs or other pets (with the exception of Service Animals) are not permitted on District grounds. Per St Johns County Ordinance 2001-19, dogs or cats, including Service Animals, must be leashed or harnessed at all times except as set forth herein. (See Service Animal Policy below).
9. Vehicles must be parked in designated areas. Vehicles should not be parked on grass lawns, or in any way which blocks the normal flow of traffic.
10. Fireworks of any kind are not permitted in the Amenity Center or on any portion of District Property.
11. No resident, visitor or guest is allowed in the service areas of the Amenity Center.
12. Various areas of the Amenity Center and District Property are under twenty-four (24) hour video/audio surveillance.
13. Smoking, to include e-cigarettes, is not permitted on the Amenity Center premises or elsewhere on District Property.
14. Loud, profane or abusive language is prohibited.
15. All Patrons must use their Amenity Access Card for entrance to the Amenity Facilities. All lost or stolen Amenity Access Cards should be reported immediately to the Amenity Center Staff.
16. These Policies may be modified from time to time when necessary by:
 - a. The Board at a publicly noticed Board meetings; or
 - b. The District Manager, General Manager, or Administrative Assistant, subject to Board ratification at the next publicly noticed Board meeting.
17. The Board of Supervisors, General Manager and Amenity Center staff have full authority to enforce the District's Policies and rules. Violation of these rules or conduct in a manner prejudicial to the best interest of the Amenity Center will subject one to disciplinary action by the Amenity Center in accordance with the bylaws.
18. Patrons and their Guests shall treat Amenity Center Staff and other Patrons and Guests with courtesy and respect.
19. Disregard for any Amenity Center Policies and Procedures will result in expulsion from the facility and/or loss of Amenity Center privileges.

SERVICE ANIMAL POLICY

Dogs or other pets, with the exception of Service Animals 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, amenity buildings (offices, social halls, and fitness center), pools, tennis courts, basketball courts, playgrounds, parking lots, open spaces and other appurtenances or related improvements. A Service Animal must be kept under the control of its handler by leash or harness, unless doing so interferes with the Service Animal's work or tasks or the individual's disability prevents doing so. The District may remove the Service Animal under the following conditions:

- If the Service Animal is out of control and the handler does not take effective measures to control it:
- If the Service Animal is not housebroken; or,
- If the Service Animal's behavior poses a 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 a Service Animal required because of a disability and what work or tasks the animal has been trained to perform.

GENERAL SWIMMING POOL POLICIES

These rules will be enforced along with general Provision rules.

1. Resident's must present their access cards upon entering the Swimming pool area.
2. Use of the swimming pool, at any time, is at the Swimmer's Own Risk.
3. Lifeguards are on duty on a Seasonal Basis only. The hours during which the swimming pool is attended by a lifeguard will be posted.
4. An adult Patron may have up to 4 guests per household at the swimming pool.
5. Children under 13 years must be accompanied at all times by an adult or guardian (supervisor/babysitter) at least 18 years of age for usage of the swimming pool.
6. Swimming is only permitted during designated hours, as posted at the pool. Any person swimming when the pool is closed may, in the sole discretion of the Board, be suspended from the facilities.
7. The pool and pool decks will be closed every Monday until noon in order to facilitate maintenance of the facility, this includes the splash pad.
8. Children under three years of age and those who are not reliably toilet trained must wear rubber swim diapers, as well as swim-suit over the swim diaper, to reduce the health risks associated with human waste in the swimming pool/deck area.
9. No one shall pollute the pool. Anyone who does pollute the pool is liable for any costs incurred in treating and reopening the pool.

10. The changing of diapers or clothes is not allowed on the pool deck. Restrooms are available for this purpose.
11. Showers are required before entering the pool.
12. The Pool Area is considered a family friendly environment. Proper swim attire must be worn at all times in the Pool Area. Swimwear such as thongs, low-cut bikinis, and overly revealing clothing is prohibited. Patrons and/or Guests may be asked to leave the Pool Area in the event Amenity Center Staff determine their attire is in violation of this section.
13. Play equipment, such as floats, rafts, snorkels, dive sticks, and floatation devices must meet with the Amenity Center Staff's approval prior to use. The Amenity Center Staff 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.
14. Radio controlled watercraft are not allowed in the pool area.
15. Glass containers and other sharp or potentially hazardous objects are not permitted in the pool area.
16. Personal electronic music devices, such as radios, tablets, and speakers are permitted with the use of headphones.
17. Pets (with the exception of Service Animals), bicycles, skateboards, roller blades, scooters and golf carts are not permitted inside the pool gated area at any time.
18. Hanging or sitting on lane lines, interfering with the lap swimming lane, and unauthorized diving/jumping/flipping, running pushing, wrestling, spitting water, sitting or standing on shoulders, horseplay, or lewd acts are prohibited in the Pool Area.
19. No chewing gum is permitted in the Pool Area.
20. Smoking, electronic cigarettes and any vaping devices are not permitted on Amenity Center premises.
21. Loud, profane, or abusive language is prohibited.
22. No swinging on ladders, fences, or railings is allowed.
23. Pool entrances must be kept clear at all times.
24. Pool furniture is not to be removed from the Pool Area, placed/thrown into the Pool or otherwise disturbed.
25. Alcoholic beverages are prohibited in the Pool Area.
26. Food and beverages (non-alcohol) and their containers must be at least 3 feet from the pool's wet deck.
27. The Amenity Center Staff reserves the right to authorize all programs and activities, including the number of guest participants, equipment and supplies usage, etc., conducted at the pool, including Swim Lessons, Aquatic/Recreational Programs and Pool Parties.

SLIDE POLICIES

1. Persons using the waterslide do so at your own risk.
2. Children less than forty (40) inches tall are not permitted to ride the slide, except with a responsible adult.

3. Only one person may ride the slide at any time, except with a responsible adult.
4. No shorts with snaps or rivets will be allowed on the slide.
5. Keep arms and hands inside flumes at all times.
6. Riders must slide feet first only.
7. No floatation devices are allowed on the waterslide.
8. For safety reasons, pregnant women and persons with health condition or back problems should not ride the waterslide.
9. You may only use the slide during pool hours when waterslide is attended by Amenity Center Staff.

SPLASH PARK POLICIES

1. The Splash Water Park and pool will be open at 12:00 p.m. on Mondays to facilitate maintenance.
2. Hours of operations are to be the same as pool hours.
3. There will be no pool attendants or lifeguard dedicated only to the Splash Park on duty. Each individual is responsible for his or her own safety. Children 12 years and younger must be accompanied by an adult at least 16 years of age at all times.
4. Amenity Center Staff may monitor usage levels at the Splash Park and adjust the hours of operation or number of pool attractions available in order to ensure the facilities serve the community in the most efficient and effective manner.
5. No aggressive behavior, ball playing, pushing, running or other horseplay is allowed in the Splash Park or on the Pool Deck Area.
6. No person in the Splash Park when closed.

SWIMMING POOL THUNDERSTORM POLICY

The Amenity Center Staff is in control of the pool area during thunderstorms, heavy rain and other inclement weather. The Amenity Center Staff will determine whether swimming is permitted during the times the swimming pool is attended. During periods of heavy rain, thunderstorms and other inclement weather, the Pool Area will be closed. When lightning is in the area, the Pool Area will be cleared and closed at any visual sighting of lightning or audible sound of thunder and shall not reopen until thirty (30) minutes have elapsed from the last sighting of lightning or sound of thunder.

All outdoor facility rentals are subject to the Thunderstorm Policy, in accordance with the terms of the rental agreement. If the Pool Area is closed in accordance with this policy before one-half the time frame for the rental has lapsed, a full refund of the facility rental fee will be offered. If one-half or more of the time frame has passed before the Pool Area is closed, no refund will be offered.

SWIMMING POOL FECES POLICY

Any person who is incontinent or not fully toilet trained must wear a swim-diaper and appropriate waterproof clothing over the swim-diaper when entering or being carried into the Pool. 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.

PLAYGROUND POLICIES

These rules will be enforced along with the general Provision rules.

1. Hours of operation: 8:00 a.m. until dusk.
2. Children under the age of eight (8) must be accompanied by an adult eighteen (18) years of age or older.
3. Alcoholic beverages, glass containers and other breakable items are prohibited.
4. The use of profanity or disruptive behavior, including roughhousing, is prohibited.
5. You must clean up all food, beverages, and miscellaneous trash brought to the playground.
6. Usage of the playground may be limited from time to time due to District-sponsored events.

FITNESS CENTER POLICIES

These rules will be enforced along with the general Provision rules.

1. Residents must present their access cards upon entering the Fitness Center.
2. Hours of operation: 4:00 a.m. until 11:00 p.m.
3. Patrons and Guests ages 13 and older may use the Fitness Center. Patrons and Guests ages 13 to 15 must be accompanied by an adult age 18 or older.
4. Children who are 13 to 15 years of age are not permitted to bring any guests to the Fitness Center.
5. Patrons may have up to 2 guests per household at one time at the Fitness Center.
6. The Fitness Center is unattended. Patrons exercise at their own risk. Each individual is responsible for their own safety.
7. All patrons and guests of the Fitness Center are expected to conduct themselves in a responsible, courteous and safe manner in compliance with Fitness Center rules and regulations.
8. Appropriate clothing and footwear (covering the entire foot) must be worn at all times in the Fitness Center. Appropriate clothing includes t-shirts, shorts (no jeans), leotards, and/or sweat suits (no swimsuits). Patrons and/or their guests may be asked to leave the Fitness Center in the event Amenity Center Staff determine their attire is in violation of this section.
9. Food (including chewing gum), alcoholic beverages, glass containers and other breakable items are prohibited in the Fitness Center. Non-alcoholic beverages, however, are

permitted in the Fitness Center if contained in non-breakable containers with screw top or sealed lids.

10. Personal electronic music devices such as radios, tablets, and speakers are permitted with use of headphones.
11. All emergencies or injuries must be reported to the General Manager.
12. Disorderly conduct and horseplay will not be tolerated.
13. All broken equipment should be reported to the General Manager.
14. Weights may not be removed from the Fitness Center for any reason. All weights should be returned to their original location.
15. Each individual is responsible for wiping off the equipment after use.
16. You should limit cardiovascular equipment usage to 30 minutes if others are waiting for the equipment, stepping aside between multiple sets on the weight equipment, and restacking weights after usage.
17. The Amenity Center Staff reserves the right to discontinue any such programs and activities due to concerns with their safety and other conflicts with the operation of the facility.
18. Each individual is responsible for removing the weight plates that he or she has used on the plate-loaded machine and returning all plates, dumbbells, barbells, and other equipment to the proper storage places.
19. Hand chalk is not permitted.
20. Weight plates are not to be attached to weight stacks on the machine.
21. Weights, dumbbells, and bars are not to be dropped. Everything should be placed down gently.
22. Power cleans are prohibited. Stiff-legged dead lifts and shoulder presses should be substituted.
23. Clean-and-jerks are prohibited. Stiff-legged dead lifts and shoulder presses should be substituted.
24. Weight plates are not to be placed under flat benches in an attempt to make the benches decline benches. Alternatively, bench dips can be done on the lower chest or triceps machine while leaning forward.
25. Benches and machines are not to be stepped on. Additional height can be gained by stepping on aerobic step platforms.
26. Dumbbells, weight plates, and barbells should be kept on the floor, not on the benches, as to not ruin the upholstery and padding on the benches.
27. Disregard for any Fitness Center rule will result in expulsion from the facility and/or loss of Fitness Center privileges.

TENNIS COURT POLICIES

These rules will be enforced along with the general Provision rules.

1. Hours of operation: 6:00 a.m. until 10:00 p.m.
2. Tennis courts are available on a first come, first served basis.
3. Time is limited to one hour if others are waiting.

4. You may have up to three (3) guests per household at one time on the tennis courts.
5. Tennis court usage may be limited, from time to time, for sponsored events or lessons, which must be approved by the General Manager.
6. Proper tennis attire is required while on the tennis courts. No black soled shoes.
7. Profanity and/or disruptive behavior are not permitted.
8. All tennis teams participating in Sampson Creek team sports leagues must be comprised of at least seventy-five percent (75%) residents.

BASKETBALL COURT POLICIES

These rules will be enforced along with the general Provision rules.

1. Hours of operation: 8:00 a.m. until dusk.
2. Basketball courts are available on a first come, first served basis.
3. You may have up to four (4) guests per household at one time on the basketball courts.
4. Profanity and/or other disruptive behavior, including roughhousing are not permitted.
5. No hanging on the basketball nets.
6. You must clean up all food, beverages, and miscellaneous trash brought to the grounds.
7. Usage of the basketball court may be limited from time to time due to a sponsored event, which must be approved by the General Manager.

SOCCER FIELD POLICIES

These rules will be enforced along with the general Provision rules.

To reserve the field for use at least one person from the group using the field must be a resident of St. Johns Golf and Country Club. The adult resident must sign a user permit and they must be present each time the field is used under their name. Field requests for tournaments, special events, parties, etc., are to be pre-approved by the General Manager prior to the issuance of user permit.

Field Regulations:

- Hours of operation: sunrise until sunset. There are no lights on the field.
- Golf carts are not permitted on the athletic field or grass perimeter. Golf carts may only be used on the designated cart paths.
- Vehicles are not permitted on the athletic field or grass perimeter, with the exception of those vehicles operated by the District's approved athletic field maintenance provider and emergency vehicles.
- The field may be reserved Monday, Tuesday, and Thursday only.
- Each team may schedule the use of half of the soccer field (midfield) one time a week for 2 hours.
- The resident that reserves the field must be present during the reserved hours.

- Residents and their guests will use the field at their own risk and willy comply with all rules and regulations.
- The resident will make sure the team does not use the field when it is wet.
- If after using the field the team caused extensive damage to the field they understand they may be held responsible for repairs.
- The resident agrees to inform all guests that other amenities within Sampson Creek are not included in this permit, i.e. swimming pool, fitness center, tennis courts.
- Users must pick up and remove any trash generated by their activity.
- Half of the field not reserved is open for walk-up non-organized play.
- Reservations are not assignable or transferable. The resident agrees to notify the General Manager in the event the field will not be used during the scheduled hours.
- Resident requests for team use/special events of field will require at least 60% of team/event attendees be comprised of residents.
- Failure to comply with these policies may result in loss of field use.

Restrooms and Drinking Fountain: The restrooms and a drinking fountain are located inside the security gate at the swimming pool. There is also a coke machine that sells water. Non-residents need to be escorted by a resident to enter the security.

Field Maintenance Schedule: The field and surrounding area will be closed once a year in early November for 10 days for overseeding. The field cannot be reserved during this time period.

Reservations: Reservations for the soccer field are made for each season.

Season	Earliest Reservation Date	Season Dates
Spring Season	December 1	January 1 thru May 31
Summer Season	April 3	June 1 thru August 4
Fall Season	June 1	August 7 thru December 31

AMENITY CENTER RENTAL POLICIES

These rules will be enforced along with the general Provision rules.

Patrons may reserve for rental certain portions of the Amenity Facilities for private events. The maximum guest limits referenced above shall not apply to guests attending a Patron-sponsored function at the Amenity Facilities. All rental reservations may not be made more than six (6) months prior to the event. Only one rental facility will be rented out at a time. Patrons interested in renting should contact the Amenity Center Staff regarding the anticipated date and time of the event to determine availability. Any event established and run by the District may have priority over other users. Please note that the Amenity Facilities are unavailable for private events on the following holidays:

New Years Day
4th of July
Christmas Eve

Easter
Labor Day
Christmas Day

Memorial Day
Thanksgiving
New Year's Eve

Available Facilities: the following areas of the Amenity Facilities are available for private rental for up to three (3) total hours (including set-up and post-event cleanup).

1. Meeting Room: **Fifty Dollars** (\$50.00)
[Capacity: 49 person, including Patrons, their Guest(s) and children over three (3) years old.]
2. Splash Pad: **Fifty Dollars** (\$50.00)
[Capacity: 25 persons including Patrons, their Guest(s) and children over three (3) years old.]
3. Pool Cabana: **Fifty Dollars** (\$50.00)
[Capacity: 25 persons including Patrons, their Guest(s) and children over three (3) years old.]
4. Lap Cabana: **Fifty Dollars** (\$50.00)
[Capacity: 25 persons including Patrons, their Guest(s) and children over three (3) years old.]

For additional hours added to your event, the cost will be **Fifteen Dollars** (\$15.00) for each extra hour. A maximum of six hours (6) is allowed per event.

A deposit in the amount of **One Hundred Dollars** (\$100.00) without alcohol is required at the time the reservation is approved. If you are renting the Meeting Room and would like to have alcohol at your event, the deposit will be **Two Hundred Dollars** (\$200.00) required at the time the reservation is approved. To receive a full refund of the deposit or a release of held funds, the renter must comply with all Policies and the terms of Facility Use Application as well as ensure the following:

- Remove all garbage and place in the dumpster.
- Remove all food, drinks, etc. from property (i.e. refrigerator).
- Wipe off all areas and tables and straighten chairs.
- Restore the furniture and other items to their original position.
- Remove any decorations (no tapes or thumbtacks).
- Vacuum floor in Meeting Room.

The last event of the day must be finished, including post-event cleanup, by 10:00 p.m. Any event that exceeds the rental time frame, fails to conduct post-event cleanup, or violates the Policies will forfeit all or a part of their deposit. The General Manager shall determine amount of deposit to return, if any.

Reservations: Patrons interested in reserving a portion of the Amenity Facilities must submit to the Amenity Center Staff a completed Facility Use Application. At the time of submission, the Patron shall provide the rental fee referenced above and a deposit as set forth below. Rental fees may be paid in cash or check (made payable to Sampson Creek CDD). The Amenity Center Staff will review the Facility Use Application on a case-by-case basis and has the authority to reasonably deny a request. Any rental requests for reoccurring usage and/or exemption from rental fees must receive Board approval. Patrons will receive an email confirmation once the rental request has been approved. Denial of a request may be appealed to the Board.

Alcoholic Beverages Policies: any consumption or service of alcoholic beverages at any of the District's Amenity Center Facilities shall be in accordance with Florida law and the policy. Alcoholic beverages are permitted in the District's Amenity Center Facilities only in the following circumstances:

- Alcoholic beverages are permitted only in the Meeting Room.
- The Meeting Room must be reserved in advance and approval to serve or consume alcoholic beverages must be obtained in writing by the General Manager. Any patron who does not indicate the service or consumption of alcohol at the time of reservation request, shall not be permitted to serve or consume alcohol.
- Anyone that receives permission to serve or consume alcohol under these policies shall be required to sign a waiver.
- Glass containers are prohibited.
- Patrons serving or consuming alcohol on District property agree to indemnify and hold harmless the District, its Board of 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 or consumption of alcohol. Patrons agree that such indemnifications shall not constitute or be construed as a waiver of the District's sovereign immunity granted pursuant to section 768.28, Fla. Stat.

General Policies:

- Pool Areas of the Amenity Facilities are not available for private rental and shall remain open to other Patrons and their Guests during normal operating hours.
- The Patron renting any portion of the Amenity Facilities shall be responsible for any and all damage and expenses arising from their event.
- Alcoholic beverages are prohibited unless approved prior to the event.
- Glass containers and other breakable items are prohibited within the gated area.
- Pets (with the exception of Service Animals) are prohibited from any and all rented facilities.
- The security gate may not be left open during rentals.
- The volume of live or recorded music must not violate applicable St. Johns County noise ordinance.
- Rentals of the Amenity Facilities does not include any party supplies such as paper plates, coffee cups, silverware, aluminum foil, storage bags, etc.
- All outdoor facility rentals are subject to the Thunderstorm Policy, in accordance with the terms of the rental agreement. If the Pool Area is closed in accordance with this policy before one-half the time frame for the rental has lapsed, a full refund of the facility rental fee will be offered. If one-half or more of the time frame has passed before the Pool Area is closed, no refund will be offered.

GOLF CART POLICIES

1. The use of golf carts is permitted on roads within Sampson Creek property.
2. Golf carts driven on District property must be registered with the CDD in accordance with the District's golf cart registration policy.
3. Golf carts are not permitted on sidewalks.
4. Golf carts are not permitted on the pool deck area inside the pool gates at any time.
5. Golf carts must be parked in designated areas. Golf carts should not be parked in any way which blocks the normal flow of traffic.
6. Golf carts can only be operated by persons 14 years of age or older, but do not require a driver to be licensed for them to be driven. However, they do require the driver to have a photographic identification.
7. Juveniles 16 years of age and younger who do not hold a valid driver license may not operate a golf cart from 11:00 p.m. – 6:00 a.m.
8. Juveniles 17 years of age who don't hold a valid driver license may not operate a golf cart from 1:00 a.m. – 5:00 a.m.
9. Golf carts must be equipped with efficient brakes, reliable steering, safe tires, a rearview mirror and red reflectorized warning devices in both the front and rear.
10. Golf carts driven at night must also be equipped with headlights, brake lights, and a windshield.
11. Golf carts cannot go faster than 20 miles per hour.

ALCOHOLIC BEVERAGES POLICIES

Any consumption or service of alcoholic beverages at any of the District's Recreational Facilities shall be in accordance with Florida law and this policy. Alcoholic beverages are permitted in the District's Recreational Facilities only in the following circumstances:

1. Alcoholic beverages are permitted only at District-owned facilities.
2. The facility must be reserved in advance and approval to serve or consume alcoholic beverages must be obtained in writing by the facility manager. Any patron who does not so indicate at the time of request to reserve a recreation facility is submitted shall not be permitted to serve or consume alcohol.
3. Anyone that receives permission to serve or consume alcohol under these policies shall be required to sign a waiver in the form attached hereto.
4. Glass containers are prohibited.
5. Patrons serving or consuming alcohol at any of the District's Recreational Facilities agree to indemnify and hold harmless the District, its Board of 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 or consumption 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, Fla. Stat.

LOSS OR DESTRUCTION OF PROPERTY OR INSTANCES OF PERSONAL INJURY

- Each resident and each guest as a condition of invitation to the premises of the center assume sole responsibility for his or her property. The District and its contractor shall not be responsible for the loss or damage to any private property used or stored on the premises of the Amenity Center facilities.
- No person shall remove from the room in which it is placed or from the Amenity Center premises any property or furniture belonging to the District or its contractors without written authorization. Patrons shall be liable for any property damage and/or personal injury at Amenity Center facilities, or any activity or function operated, organized, arranged or sponsored by the District or its contractors, caused by the Patron, their Guests or family members. The District reserves the right to pursue any and all legal and equitable measures necessary to remedy any losses due to property damage or personal injury.
- Any Patron, Guest or other person who, in any manner, makes use of or accepts the use of any apparatus, appliance, facility, privilege or service whatsoever owned, leased or operated by the District or its contractors, or who engages in any contest, game, function, exercise, competition or other activity operated, organized, arranged or sponsored by the District, either on or off the Amenity Center premises, shall do so at his or her own risk, and shall hold the Amenity Center, the District, the Board, District employees, District representatives, District contractors, and District consultants, harmless for 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 their respective operators, Supervisors, employees, representatives, contractors, or agents.
- Should any party bound by these Policies bring suit against the District, the Board, or District staff or consultants in connection with any event operated, organized, arranged or sponsored by the District or any other claim or matter in connection with any event operated, organized, arranged or sponsored by the District, and fail to obtain judgment therein against the District, the Board, or District staff or consultants, said party shall be liable to the District for all costs and expenses incurred by it in the defense of such suit (including court costs and attorney's fees through all appellate proceedings).

SUSPENSION AND TERMINATION OF USE PRIVILEGES

1. This rule addresses the suspension and termination of privileges to use the Sampson Creek Community Development District ("District") Amenity Center facilities ("Amenities").
2. 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 any amenity pass;
 - c. Exhibits unsatisfactory behavior, or deportment 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 manner;
 - g. Damages or destroys District property; or
 - 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. 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. The District Manager, or the District's General 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 of 30 consecutive days. In determining the length of any suspension, the District Manager, or amenities manager, shall take into account the nature of the conduct and any prior violations. A Patron subject to a suspension under the 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. The District Manager, or the District's General 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 the United States mail to the Patron's last known address. Upon prior written notice request submitted by 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. If a Patron subject to a suspension or termination is found on the Amenity Center premises, such Patron will be subject to arrest for trespassing.

The above Policies were amended and adopted by the Sampson Creek Community Development District Board of Supervisors this 19th day of September, 2024.

FOR OF WAIVER AND RELEASE FOR USE OF ALCOHOLIC BEVERAGES

WAIVER AND RELEASE LIABILITY

The Sampson Creek Community Development District (the “District”), pursuant to Chapter 190, Florida Statutes, owns and operates certain recreational facilities located in St. Johns County (the “Recreational Facilities”). The District’s recreation policies require reservation and approval in order to serve or consume alcoholic beverages at the Recreational Facilities (the “Activities”). In consideration for the District agreeing to allow the Activities, the undersigned hereby agrees to the terms and conditions set forth below:

I, hereby indemnify, waive, release, hold harmless, and forever discharge the District and its present, former and future Supervisors, agents, officers, employees and staff, (collectively, the “Indemnitees”), of and from any and all claims, demands, expenses, debts, contracts, causes of action, lawsuits, damages, and liabilities, of every kind and nature, whether known or unknown, in law or equity, that I ever had or may have, arising from or in any way related to the Activities. I further agree to pay all expenses, including court costs, attorney fees, paralegal fees, and expert witness fees, incurred by the Indemnitees in investigating and/or defending a claim or lawsuit related to the Activities. I agree that 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 law, and nothing herein shall allow any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

This General Release and Waiver of Liability is binding upon me, my spouse, heirs, executors, administrators, legal representatives, successors, and assigns. This General Release and Waiver of Liability supersedes any prior written and/or oral agreements or representation made with respect to the subject matter contained herein. I agree that if any portion of this waiver and release is deemed invalid, that the remainder will remain in full force and effect.

The provisions of this General Release and Waiver of Liability may be waived, altered, amended or repealed, in whole or in part, only upon the prior written consent of the District and the party who signature appears below. Nothing herein shall alter my rights or obligations under the District’s Recreational Center Policies and/or related documents. I understand that this document is intended to be as broad and inclusive as permitted by the laws of the State of Florida.

I am of legal drinking age (21 years or older) and am freely signing this document. I have read this document and understand its terms, and further understand that by signing this document that I am waiving certain legal rights and remedies.

Print Name

Mailing Address

Signature

Telephone Number

Date