

Lake Ashton
Community Development District
&
Lake Ashton II
Community Development District
Joint Meeting

May 16, 2022

AGENDA

Lake Ashton and Lake Ashton II

Community Development Districts

219 E. Livingston St., Orlando, Florida 32801

Phone: 407-841-5524 - Fax: 407-839-1526

May 9, 2022

**Board of Supervisors
Lake Ashton & Lake Ashton II
Community Development Districts**

Dear Board Members:

The joint meeting of the Board of Supervisors of the **Lake Ashton Community Development District** and the **Lake Ashton II Community Development District** will be held **Monday, May 16, 2022 at 11:30 AM** at the **Lake Ashton Clubhouse Ballroom, 4141 Ashton Club Drive, Lake Wales, FL 33859.**

Members of the public may attend and participate in the meeting utilizing the following options from your computer, tablet, or smartphone. To participate using video, please go to the link address below. To participate by telephone, please use the call-in number below and enter the **Meeting ID** when prompted. Members of the public are further encouraged to submit comments or questions in advance of the meeting by email to jburns@gmscfl.com, or by telephone by calling (407) 841-5524, up until **2:00 PM** on **Friday, May 13, 2022.**

Zoom Video Link: <https://us06web.zoom.us/j/96959231158>

Zoom Call-In Information: 1-646-876-9923

Meeting ID: 969 5923 1158

Following is the advance agenda for the meeting:

Board of Supervisors Meeting

1. Roll Call and Pledge of Allegiance
2. Approval of Meeting Agenda
3. Public Comments on Specific Items on the Agenda (*the District Manager will read any questions or comments from members of the public in advance of the meeting; those members of the public wanting to address the Board directly should first state his or her name and his or her address.*¹)
4. Approval of Minutes of the January 21, 2022 Joint Board of Supervisors Meeting

¹ All comments, including those read by the District Manager, will be limited to three (3) minutes

5. Discussion Regarding Joint Amenity Policies (requested by *Supervisor Realmuto from Lake Ashton CDD* and *Supervisor Littlewood from Lake Ashton II CDD*)
6. **CLOSED Board Discussion Regarding Security Procedures**
7. Supervisor Requests and General Public Comments
8. Adjournment

MINUTES

**MINUTES OF MEETING
LAKE ASHTON COMMUNITY DEVELOPMENT DISTRICT AND
LAKE ASHTON II COMMUNITY DEVELOPMENT DISTRICT**

The joint meeting of the Board of Supervisors of the Lake Ashton Community Development District and Lake Ashton II Community Development District was held on Monday, **January 21, 2022** at 2:00 p.m. at the 6052 Pebble Beach Blvd., Winter Haven, Florida.

Present and constituting a quorum:

Bob Plummer
Michael Costello
Steve Realmuto
Harry Krumrie
Lloyd Howison

Lake Ashton CDD Chairman
Lake Ashton CDD Assistant Secretary
Lake Ashton CDD Assistant Secretary
Lake Ashton CDD Assistant Secretary
Lake Ashton CDD Assistant Secretary

James Mecsecs
Bob Zelazny
Mary Clark
Angela Littlewood
Colette McKie

Lake Ashton II CDD Chairman
Lake Ashton II CDD Vice Chairman
Lake Ashton II CDD Assistant Secretary
Lake Ashton II CDD Assistant Secretary
Lake Ashton II CDD Assistant Secretary

Also present:

Jill Burns
Jason Greenwood
Kristen Trucco
Sarah Sandy *by Zoom*
Christine Wells
Mary Bosman

District Manager
District Manager
Lake Ashton CDD District Counsel
Lake Ashton II CDD District Counsel
Community Director

FIRST ORDER OF BUSINESS

Roll Call and Pledge of Allegiance

Ms. Burns called the meeting to order at 11:00 a.m. and called the roll. All Supervisors were present. The Pledge of Allegiance was recited.

SECOND ORDER OF BUSINESS

Approval of Meeting Agenda

THIRD ORDER OF BUSINESS

Public Comments on Specific Items on the Agenda *(the District Manager will read any questions or comments from members of the public in advance of the meeting; those members of the public wanting to address the Board directly should first state his or her name and his or her address.*

Mr. Mecsecs: Do we have any public comments?

Ms. Burns: We'll ask on the Zoom line as well just in case we have any public comments on the Zoom line, you can use Zoom's raise hand feature to be called on now. Do you see any, Ryan? Alright. No comments on the Zoom line.

FOURTH ORDER OF BUSINESS

Approval of Minutes of the October 18, 2021 Joint Board of Supervisors Meetings

Mr. Mecsecs: Do I have an approval of the meeting agenda, or any additions or deletions? Lake Ashton I? Okay. Lake Ashton II? Alright, I have a motion from Lake Ashton to approve the minutes.

On MOTION by Mr. Realmuto, seconded by Mr. Costello, with all in favor, the Minutes of the October 18, 2021 Joint Board of Supervisors Meeting, were approved.

On MOTION by Mr. Zelazny, seconded by Ms. Clark, with all in favor, the Minutes of the October 18, 2021 Joint Board of Supervisors Meeting, were approved.

FIFTH ORDER OF BUSINESS

Resolution Adopting Amended Joint Policy Related to Non-Resident User Fees

Ms. Burns: If you remember back to the last joint meeting, both Boards were interested in increasing our non-resident user fee. This is the fee that we are required to offer for people who may live outside the District who are interested in using amenities within the community. Both Boards were interested in increasing that fee. We decided to

advertise for a fee of \$4,000, which is a little bit higher than what residents would pay with their O&M and Debt Assessment. We feel that's reasonable based on our experience in other Districts and that it is in line with what would be a reasonable rate. The Board could decide to go lower than that today, we just advertise that as a max or you could adopt up to that \$4,000 as the non-resident user fee. We currently do not have anybody who's taken advantage of that fee, and if somebody was interested, they could pay that annual fee, and that applies to everything but the golf course. They'd still need an outside membership for the golf course.

Mr. Plummer: From Lake Ashton CDD, are there any questions in regards to the resolution?

Mr. Realmuto: No questions. I would just note that that \$4,000 amount is actually not that much more than the highest fee that our residents pay, so within the District if you combine the O&M assessment with the bond assessment, some residents pay that adds up in CDD II to \$3,858. It's actually not that much more, and of course, the non-resident would not have the 30-year commitment for paying that that the resident has. I think it's an entirely reasonable fee to establish.

Mr. Costello: Question, has anybody from the outside ever used this?

Ms. Burns: No. Not that I'm aware of at this District. I've been a District Manager for 15 years and in 15 years, I've had two people in all Districts that have ever taken advantage of it. It's not very common, and usually its ones with water slides that they have to buy-in because their kids like the water slides.

Mr. Costello: What I'm saying is, nobody is going to refuse to do it due to the price. They're just not going to do it.

Ms. Burns: Okay.

Mr. Plummer: The last I checked, we didn't have a water slide yet.

Ms. Burns: No. We can add it to the agenda for next meeting if you're interested though.

A. Resolution 2022-03 for Lake Ashton CDD

Mr. Plummer: For Lake Ashton, do we have a motion to approve Resolution 2022-03?

Ms. Carpenter: I'm sorry. Before we go into this, Jill, do we need to open a public hearing?

Ms. Burns: Yes, we do. We set the public hearing for today. First, we would need a motion from each District to open the public hearing. We'll then ask for public comments if anybody has those. We can close the public hearing and then adopt the resolution.

Mr. Mecsecs: Change your motion, Steve.

Mr. Realmuto: In that case, I move that we open the public hearing for public comment.

On MOTION by Mr. Realmuto, seconded by Mr. Howison, with all in favor, Opening the Public Hearing, was approved.

On MOTION by Mr. Mecsecs, seconded by Ms. Littlewood, with all in favor, Opening the Public Hearing, was approved.

Ms. Burns: We've got one hand raised, we'll go to the Zoom comments first. Tom, you're unmuted on our end, you just need to unmute yourself on your end.

Tom Scalley: I would suggest that we go to \$4,500 and that should be the end of it forever or at least in the near time. Why should a non-resident come in and only pay two or three hundred dollars more than what some residents are already paying? That's all I have to say. Thank you.

Ms. Burns: Any other comments on the Zoom line? Hearing none, we can open up to public comments for anybody here just to state for the record, we could not adopt higher than \$4,000 today, as that what the maximum that was advertised. The District would always have the option to hold another hearing to increase at any point later, but the highest we could go today would be \$4,000. I see no comments from anyone here.

On MOTION by Mr. Plummer, seconded by Mr. Costello, with all in favor, Closing the Public Hearing, For Lake Ashton I, was approved.

On MOTION by Mr. Mecsecs, seconded by Ms. Littlewood, with all in favor, Closing the Public Hearing, For Lake Ashton II, was approved.

Ms. Sandy: If the Board doesn't mind, I just have one comment, a technical change to the policy. In the Joint Amenity Policy, the fee is actually referred to as the annual user fee, I think that's just a defined term change that we need to make to the policy.

Ms. Burns: Change it to non-resident user-fee instead of annual?

Ms. Sandy: Change it to annual user fee in this policy, so that it coincides correctly with the Joint Amenity Policy that we have.

Mr. Realmuto: Sarah, could you direct us to what paragraph you were referring to? Because any place I can find, I only see it referred to as a non-resident user fee.

Ms. Burns: I think what she's saying is in the Joint Amenity Policies, it doesn't define it as a non-resident user fee, it defines it as annual user fee.

Ms. Sandy: Correct.

Ms. Burns: We'll change the resolution to tie to the actual term that's in the Joint Amenity Policies, so that its consistent between the adopted resolution and the amenity policies. I think what we'd be looking for would be a motion to approve as amended.

On MOTION by Mr. Realmuto, seconded by Mr. Howison, with all in favor, Resolution 2022-03, For Lake Ashton CDD, was approved, as amended.

B. Resolution 2022-08 for Lake Ashton II CDD

Mr. Mecsecs: Do I have a motion to approve the Joint Amenity Policy related to non-resident user fees as amended by Sarah?

On MOTION by Mr. Mecsecs, seconded by Ms. Littlewood, with all in favor, Resolution 2022-08, For Lake Ashton II CDD, was approved, as amended.

SIXTH ORDER OF BUSINESS

Update on Joint Amenity Policy

Mr. Mecsics: We asked for an update on the Joint Amenity Policy, I know we have both Angela and Steve on the Joint Amenity Policy, so please.

Mr. Realmuto: Angela, if you'd like I can start and you can jump in at any time. The committee is made up of Angela and myself and each of our joint amenity managers Christine and Mary. We really last met as a committee in October, and each of us came out with some action items, things to do. Busy time since then, the holiday period and all. But as you know new meetings like this one prompt work, so I'm happy to report that since that meeting, we've received some feedback that came out of that meeting from both our amenity managers. Christine has given me some specific changes she'd like to see with regard to some of the facilities on the Lake Wales side and I think just overnight we got some feedback from Mary on some things that need to change. So we're working on that and we'll set up a meeting to go over that as a committee. I think we each need to work individually on some proposed wording for that. That's where we stand on that. We will meet again but we have not met again since our last meeting that we last reported at the last joint meeting in October. In addition to the feedback we've gotten from Christine and Mary, I believe Bob Zelazny has provided some feedback. I don't know if we want to actually discuss that today, that's up to the Board. But I believe there were some proposals by Bob that could be part of further discussion. For example, I believe, Bob, you were requesting a change to the definition of a resident which would effectively require the number of residents exceeded two in a home to pay essentially the non-resident fee. I've actually taken some time to speak with our attorney about this. That's problematic in a number of ways, not just from a legal standpoint but from an implementation standpoint. We can delve into that in detail if you care to, or you and I guess could talk about it offline. But I'm not sure that would really be feasible. I do have a question for you that I would like to understand before we go further and that is, is there a problem that we're trying to solve by doing that? I mean is there a need or what's the reason for the request?

Mr. Zelazny: The reason for the request is there's a number of family units here that extend beyond the resident and his significant other. It's adult, children aged 35, 40, staying at the house using the facilities without paying. That's my concern. When I wrote

it, there's a consideration of if you are a family caregiver or if you are a special needs individual that are staying with your parents, that's excluded from that. But I'm talking about extended families inside the home.

Mr. Realmuto: Well, I think the Focus 2025 survey can provide some illumination here. When they did the Focus 2025 survey, I believe there were in the neighborhood of 20 homes with essentially three residents and a very small number that might have been four or exceeded that. We're talking about a relatively small number. Again, there are a lot of issues in trying to do what you're saying including the fact that our assessment power is on the lots, not on people. Like I said, there's a number of challenges that I don't think we should probably go into it this meeting because I know you guys probably have a few hours left in yours.

Mr. Zelazny: It's not an assessment on an individual. I'm considering him to be a non-resident user. Then he would pay the user's fee to use the facilities. I mean if it's one person, if it's two persons, if it's 20 persons, we have to have a position and a policy by which we can enforce it.

Mr. Realmuto: I'm sorry, Angela. Go ahead.

Ms. Littlewood: Just help me understand where you're coming from, Bob. If my daughter and her husband got divorced and she had to come live with me and she was living with me for a year, she's a non-resident so she would have to pay to use the facilities? That hardly seems right.

Ms. Burns: The CDD cannot put limits on who can live in the household. For example, it's not a 55 and up. You cannot say you can only bring four children to the pool if you have eight children who live in that household. The CDD does not have the ability. That would be more of an HOA or a zoning requirement for the county. I think part of what you might talk about is if somebody is coming to stay for three weeks, that's a guest. We cannot say if somebody lives in that home full-time as a resident of Lake Ashton that they cannot use the facilities and amenities because two people already live in that home. So I think it depends on what you're talking about. If you have somebody's coming to stay for a month, I don't think that's changing the definition of a resident. I think that's looking at the guest policy. The CDD does not have the ability to say only two people per household can use the amenities.

Mr. Zelazny: I'm not looking to charge anybody who comes and stays for short periods of time even two or three months but we have individuals here who stay well beyond. I believe that the policies, our family unit is considered two. I mean, I'm willing to look at it legally. If there is no legal ability to do it, I will pull it back. But again, I think that we need to investigate it. I believe that we refer to a resident as one or two.

Ms. Clark: I have a question. I was under the understanding that this was an over 55 community and as such that there was the expectation that it would be a two-person home. I have even been told in the past because as many of you know, my mother lives here and has been here for 17 years, that even when we were staying with her while our home was being built here, that we were not considered residents. So there was a special dispensation so to speak that was given that allowed us to stay with her because we were renting while our home was being built here. I think there's a long time understanding that residents who live in this community do not have children with some few exceptions unless they're caregivers like you had mentioned. But this is not a community where folks come and live here with family members. This is not a multi-family residential area. Am I incorrect in that?

Ms. Burns: What you're talking about it as an HOA policy. It's HOA. So this Board cannot set that. The HOA can say you have to be 55 and up to live in this community. It's a private entity. The CDD is not.

Mr. Mecsecs: Ladies and gentlemen, I think and Steve and Angie, there still needs to be a lot done on this. When I say a lot, I mean more meetings and a legal review as well. We can hash us back and forth but, with all due respect, we will be spinning our wheels. So I would recommend Angie and both Steve for the next joint meeting, be prepared to come back with a legal opinion. We have full staffing and that means the Amenity Managers and all of that together. Okay?

Mr. Realmuto: Jim, that's where I was going with this. Before I do make a suggestion to the Boards, I wanted to point out that some of the viewpoints expressed here are fairly narrow in what you view as a household. I want to point out that we have a number of households here with three adults, 55 or plus. For example, it could be a couple and a parent living here. They are all three registered voters of the District. They vote for you or not, so that's where some of the difficulty comes in. It's not just an issue

of children. I don't want to continue that discussion anymore. I'm just trying to provide a broader perspective. If I could just finish. I'm sure Jim will give you your turn. My suggestion was going to be this is clearly going to be a controversial topic. I believe it's outside the scope of an update to the General Amenities Policy which was envisioned when Angie and I and staff were tasked with this. This is more of a policy decision as you've heard from Jill. Frankly, it's probably outside the scope of the CDD. It belongs with the HOA. I'm going to suggest that we take this off the table for the work Angie and I and staff are doing on this policy and if you want to make a proposal independent of that, that you go ahead and do that, Bob, but I'd like to take it off our table, quite frankly.

Mr. Zelazny: You asked for input, I provided input. Now, if there's an issue with it, investigate the issue, bring it up and have a comment. Don't take it off the table. I provided you input, do the research, and do the report back to the Board.

Mr. Realmuto: I feel I've done enough research that I don't care to expend any more of my time on it and I'm not going to consider that it is part of work I am doing.

Ms. Littlewood: I'll deal with the research, but Bob don't take it personal. It's not personal.

Mr. Plummer: No. This is certainly not personal.

Mr. Mecsics: Let's get this, you all are directed, whether you chose to do more or not, to do more staffing work, and we'll also have it for legal review. Each one of these supervisors has their say. Any further on this topic? Okay.

Mr. Mecsics: We have a discussion on by the Lake Ashley Community Action Committee. Steve, you have asked for this to be put on.

Mr. Zelazny: Before we go, what is the next step on this update on the Joint Amenities Policy? Are we expecting a report out, a proposal for recommendations, and a vote at the next meeting, or what? Do we have to do like we did last time, two announcements to change the policy?

Ms. Burns: Sarah and Jan, feel free to correct me if you don't agree, but you can make changes to the Joint Amenity Policies by motion at a meeting unless you are changing rates, suspension, terminology. Like when we changed some of the smoking designated policies, that was done just by motion at a meeting, we do not need a public hearing. You can make some minor changes. If you're talking about changing rates, then

you need a public hearing to adopt those. If you're going to change taking away somebody's amenity privileges, what your suspension and termination policies were, that also requires a full hearing as well. But unless either of the attorneys on the line disagree, I think we could make minor changes to the policies such as this.

Mr. Zelazny: All we need is to bring the changes to the Board, put it on the agenda and we can vote it and it'll be finalized at that time.

Ms. Burns: Correct. The Joint Amenity Policies have the ability for each individual District to make changes to the policies for the amenities in which they control if you remember back. Let's say Lake Ashton has a change to, I'm going to just pick one, the movie theater, something for the movies, they can change that. This Board can make changes to golf course policies without taking place at a joint meeting. That was put in to prohibit logging the joint Boards down with minor policies, and so you can deal with those separately in individual meetings as long as it's not the overall joint policies, if that makes sense.

Ms. Sandy: Jill, just one point of clarification, I think the last time we made a full update to the Joint Amenity Policies, we did it at a public hearing. If we're looking at making several changes, I think it would be a best practice to hold a public hearing and clarify in that resolution adopting any changes that in the future items, except for the items that Jill named, the fees or the procedures for taking away somebody's amenities privileges, the other items in the future can be changed by Board motion instead of holding a public hearing.

Ms. Burns: I'd have to double-check. I think the language saying that each individual District has the ability to update the policies, I don't know. I think we could look at it and see if we're all on the same page with that, if that covers us under for minor changes. I agree, if we're going to make major changes, you probably want it to be a public hearing with both Boards present if you're talking minor.

Mr. Realmuto: On that topic, some of the changes are more general. A lot of them are minor and some of them are specific, but there are also changes to the higher-level policy that isn't specific to an amenity. If that's the case, then we need a hearing for that. It would have to eventually come to that. To address Bob's question, which I believe was, what's the next step? I can only tell you what I envision as the next step is right now the

four committee members are doing the legwork, and I think we need to have a meeting come together on what we're proposing or what we're recommending, and then bring that back to a joint Board meeting. I don't have a timetable for that, I would hope we'd be able to do it by the next meeting.

Ms. Littlewood: I agree with that. A lot of this stuff is just like word changes, the words are wrong or there's a period missing or something, so some of the major stuff that Bob's brought up that you would like to see and some of the stuff that Mary brought to me yesterday, I think we just need to meet on that and then put it together in a package and bring it back in the next meeting.

Mr. Plummer: We would appreciate that that would be brought to the next meeting. But if we could, at least a week or so before that meeting, get a written email out to everybody so they can look at whatever the changes were and not spend the time here talking about that, we can have that the questions more formulated and move forward. If it does take legal investigation into Bob's suggestion, to have that opinion included so that we can all see that as well.

Mr. Mecsics: I agree. I think the tasking for our group here is to go back, staff it fully, and then when you're done, get it on one of our next joint agendas, as well as having legal review.

Ms. Littlewood: At that point when we've done that, if we feel that it's something that needs a public hearing, we can go to ask legal and then let you guys know so that you can. Is that good?

Ms. Burns: The Board has to set the public hearing, so if we've got to the point where we thought we were making major changes, what we would do is discuss those changes and then at the next joint meeting, we would set a public hearing date for an upcoming hearing.

Mr. Mecsics: What you'll do is just like she was saying, the group will get together, come back, report to us at our next meeting, make sure there's a legal review in there somewhere along the line, and then we'll discuss it at our next meeting, and we want to go forward with a public hearing, then we do that. Anything else? Thank you for being patient.

SEVENTH ORDER OF BUSINESS

**Discussion by the Lake Ashton
Community Action Committee**
*(Requested by Supervisors Realmuto
from Lake Ashton CDD)*

A. Lake Ashton Community Action Committee Charter

Mr. Mecsics: The Lake Ashton Community Action Committee, Steve, you asked for them to be on the agenda.

Mr. Realmuto: I did, but I would like to turn it over to the Committee themselves to present the work they've done to us.

Shelly Miller: Thank you. I'm Shelly Miller from Lake Ashton Community Action Steering Committee. There are seven of us. Tip Franklin is also going to speak and we have some others in the audience and on Zoom today. We provided you with some materials, hopefully, you looked at those ahead of time. We're not going to spend time on the background. Everything we've been doing to date is in there. That would be the charter for our committee and our presentation we made last Monday to the community. Then we also provided a link to the Charter 190, which has what we think are for luncheon for the Board to act or the CDD to act on our behalf. Today we have interfaced with local officials, county officials. We've surveyed the residents and we've received data back on their support for what we're doing. We have a promise by the Polk County roads and drainage to install a stoplight and traffic signal at the entrance of Lake Ashton, probably by the end of next year or early the following year in their next budget cycle. We've provided also the survey results. We had about 163 interested in receiving more information and continuing to participate in what we're doing. We had 25 volunteers to help us, so we'll be working with them as well. What we're here today is to talk mostly about the relationship between us and the CDD. We're trying to understand how that works, how that would logistically happen, and what the responsibilities are for both sides, and so Tip is going to go into that.

B. Information Presentation to Lake Ashton 1-10-32

Tip Franklin: Ladies and gentlemen, Jim. I'm Tip Franklin.

Mr. Mecsics: Thank you, colonel.

Tip Franklin: I had to do it to you Jim, I'm sorry. To summarize, you've been provided with a copy of our operating charter which we put together to guide our activities.

Formally stated, we are a fact-finding group only that operates totally independently from the Board of Supervisor, the CDD association with Lake Ashton. Our efforts to date are reflected in the information that you've already been provided. It is amplified a little bit by Shelley's comments. In short, there is a significant level of development activity in our region that will impact our community, and our residents. We have seen a very measurable level of concern as evidenced by both the number, and the tone of the comments that came back from the survey. What we would propose is to continue to inform the CDD Boards of Supervisors of any new developments we can discover and the major milestones concerning those activities. Then this is the kicker. What we would suggest is that Lake Ashton CDD Boards become involved in a number of ways. First, provide public support for those initiatives that benefit our community. Second, as the official voice of Lake Ashton, coordinate with those appropriate agencies and communities which control and/or will be affected by these planned developments. Third, submit notices to the appropriate agencies requesting that the Lake Ashton CDD Boards be active participants in the design reviews for both the traffic signal that's going to be installed at our front entrance and for Phase 2 of the US 17, US 27 quarter. Fourth, be the voice of concern referenced the traffic congestion of the Chain of Lakes School. Fifth, work with a Polk County Commission and the city of Winter Haven to illuminate and address any issues associated with the plan development, that is south of Lake Ashton, County Road 653, and Old Bartow Road. Six, utilize our committee as a fact-finding group, provide guidance to us as to areas of your concern and establish the appropriate focus for our activities. Six, utilize our committee and know that we stand ready to assist you by providing data, background information, draft correspondence, and any other such items as you may deem appropriate for your actions. Thank you for your time. We're waiting for questions.

Mr. Mecsics: Does anybody have any questions for Tip?

Ms. Littlewood: I don't know whether you know or not but you're talking about the congestion at Lake Ashton's school. If you come out with the back gate, before you get to the school, there was an orange grove there that's been cleared. I understand that that's going to be a middle school. Have you heard anything about that?

Tip Franklin: We have not found out anything about yet. We monitor both the City of Lake Wales and the City of Winter Haven commission meeting agendas. Then we're in contact with their planning chiefs. Mark Bennett from Lake Wales and Shawn Bayer from City of Winter Haven, and we haven't found anything out. The community going in south of us is going to be 553 single-family homes. That obviously has got to have some impact on the academic load for the schools. The only thing we've found out to date is that the city of Winter Haven has annexed that area. I talked yesterday with J. Jarvis who's the head of roads and drainage for the county. He is coordinating with them. They only impact on the transportation network, currently, has come up from that, is there will be around about established where 653 hooks to the west and Old Bartow road continues south. In discussion with him yesterday, the planning for that is such that we may start seeing some of that activity within the next four months. But I have not yet been able to peel the onion back to find anything about the school system. We'll continue to look though.

Mr. Zelazny: Tip, I just like to thank you and your whole group for what they're doing. I think your presentation, although you went over it, you didn't cover everything that's in the slides that you provided. It's very, very informative and updating everybody as to what's going on around Lake Ashton. I appreciate you guys putting it all together and focusing on that. Thank you.

Mr. Mecsics: Tip, I would like to have a legal review as to what we can and we can't do as a CDD, so we can support them in whatever ways we can, but we have to maintain within our rights.

C. [Link to Chapter 190 \(190.11, 11&12 & 190.012 #1 C&D\)](#)

Tip Franklin: We did some research. This is Chapter 190. That's the underground document for CDDs. On Paragraph 190.011, Parent 12. It reads, one of the general powers is to cooperate with, and contract with, other government agencies as they may be necessary, convenient, incidental, or proper injunction with any of the powers, duties or purposes authorized by the act.

Ms. Burns: By these two Boards, these are two separate governmental agencies working together.

Mr. Mecsecs: Yeah. What we would again, Tip, I would ask the staffs along with legal because, your opinion, my opinion is not lawyers. That's what counts. We want to make sure we have the legal basis and I think you guys are saying the legal basis is to help within our powers.

Tip Franklin: We have opinions, you all have the position.

Mr. Mecsecs: Thanks, Tip. You guys did great.

Ms. Clark: I have one question. For us moving forward, what timing are we looking at and how do we interact after your staff has done whatever, can you help us understand?

Mr. Plummer: Well, obviously, it will take a little time for staff to figure out just what Jim asked about, which I echo that as well. I don't know that we can give you a timeframe today depending on we all know that first of all, the wheels of government move a little slowly, and obviously the legal opinions sometimes move a little slowly as well. When it comes down to that, I think we're at the mercy of staff to put together their research on that so we know which and where we can and cannot go.

Ms. Clark: So will this be us coming back to a joint meeting?

Mr. Plummer: I think that's the place to come back, yes.

Ms. Clark: Okay. That's what I wanted to know. Thanks.

Mr. Plummer: Thank you. Again, I'd like to echo what Bob and Jim have said. We appreciate what you've done, the legwork of your committee, and appreciate the data that's been provided. I believe that we would all look at what we can or can't do and then perform in that regard.

Mr. Mecsecs: Thank you. Mike, did you have something?

Mr. Costello: The only thing I can say is from the beginning when I brought this up, I'd spoken to, Jan Carpenter, our attorney. Quite honestly, she told me that she felt that it was a good idea. The only thing was that she felt that we had to remain totally divorced from being involved in this type of situation due to the fact that these are concerns that are quite honestly happening from outside our walls. They're affecting us, but they're happening outside our walls and we really have no legal power over what's going on. All I can say is I think both of us, both sides are going to have to take it to the two attorneys. We're going to have to let them review and probably it would be pretty good idea if maybe

we could get a representative from the group where they could contact them and the attorneys could come to a conclusion of what they're actually looking for in order to make a judgment as to how to move forward. Because legally, I don't see where we should put ourselves in a position. Like I said, I think they're doing a great job, but we have to do what's in our best interests legally. I think we've got to help them as much as we can, but we also have to more or less like you were saying before at your meeting with the golf course, we've got to more or less be a little bit separated from it. Like I said, I think the lawyers are the ones who are really going to have to come back and let us know how far we can proceed with all this.

Mr. Realmuto: Firstly, I just wanted to join the other supervisors in thanking the group for the work that they've done and I want to urge them to continue. Certainly, the fact-finding you've done and the information you've presented to us is very useful. I think we need to take a moment as a Board. Certainly, we need to get the legal opinions on what we can and cannot do in those boundaries. Clearly, there are some ways and I think we're all individually supportive of the work the group is doing. Clearly, there are some ways the CDDs can be supportive of the work. Simply providing you with this form to communicate with us as well as your fellow residents shows you some level of support. I think that what we need to explore, I guess with our attorneys is and what I hear the group asking for is for us essentially be the official communications mechanism. You heard here that there's a desire to get a legal review and see what we can do. I want to urge the group to continue doing their work and since we are in no way in control of that group, you should not hesitate to communicate as a group with whoever you feel it's most effective to effect the change and the desired result that you want to bring about. I do personally believe that we can add to that voice just as cities are involved in county things affecting them. I believe that if our attorneys give us the okay and we come to a joint conclusion or position, we should be able to communicate with our fellow local government agencies just as the two CDDs are communicating here together. I would like to take this to whatever limits we're able to in representing our residents and acting in their best interests unless for some reason we're told we absolutely can't, so I think we need to keep an open mind about that.

Mr. Mecsecs: I think all of us have, Mike and I, we've all an open-minded on this. But again, to keep it all straight, we have to have with the guidance from the staff and the legal, that's the most important part. I think we're all in favor, they've done a great job. But we have to go within our guidelines.

Mr. Costello: I'm sorry, but the only other thing I would like to add, yes, they should communicate amongst themselves, but it would be great if there were meetings maybe once a month with the community itself. Get the community involved because these are the people that are being affected by what's going on outside these gates. I can remember within the last week and a half, I was traveling on Thompson Nursery Road. There were two tandem dump trucks in front of me. I was doing like 45, 46 miles an hour and they were pulling away from me like I was standing still. Things that are going on are going to affect the community. I think you could get a lot of help because this is a great community as far as people are always willing to go the extra mile and do the right thing. I think by communicating with the community itself, that you would be doing yourselves a great favor. You'd be surprised how many people will help you out there.

Mr. Realmuto: I echo Mike's urging you to communicate with the community, but I'm also a little concerned. The sense I've gotten from the committee is they're hesitant to speak for Lake Ashton and feel we're the proper body to do that. Whether or not we're able, I don't know the answer to it. The wheels of government can turn slowly. Again, I want to encourage you to also take as citizens or an independent committee, you can do whatever communication you want, however legitimate you feel you are. I believe you are and the larger the numbers, the more people you speak for. Your word has weight too independent of anything the CDDs may be able to do.

Ms. Burns: I think the clarification is they are speaking on behalf of the Lake Ashton Community and concerned residents within Lake Ashton community. They do not speak on behalf of the CDD Board.

Mr. Mecsecs: Correct.

Ms. Burns: Nor does one individual supervisor, of course, as well either, so it's the same differential. But they're welcome to go to the city or the county and say we represent a group of Lake Ashton residents. These are our concerns without any involvement or approval from this Board.

Mr. Mecsecs: Go ahead.

Mr. Plummer: I think the main thing is just they're an independent organization that's doing their work. If we are involved with that, then that drags them into the Sunshine Laws, which they don't, quite frankly, we don't want to be under those. I'm sure they do not either.

Ms. Burns: That's correct.

Mr. Plummer: So we want to make sure that separation is there so they're not drag into those requirements.

Ms. Burns: Right. We've said this before, this is not official CDD committee. They're not getting information and reporting back to the CDD. This is a group of residents who are taking an initiative to state to outside governments some of their concerns.

Mr. Mecsecs: Okay. Any further? Alright. Keep up the good work. Keep pushing and feel free to talk to your elected officials from county, state, federal, I don't care and we will listen to you as well.

EIGHTH ORDER OF BUSINESS

CLOSED Board Discussion Regarding Security Procedures

Mr. Mecsecs: The next item is that I had proposed a closed session to discuss security procedures, but we have not had our Board meeting's discussion on that. It's a little premature, I'd like to just postpone that until our next joint meeting.

Mr. Realmuto: This was deferred from the last joint meeting.

Mr. Mecsecs: No.

Mr. Realmuto: It is three months apart.

Mr. Mecsecs: This was not deferred from the last meeting. What you talked about last time at the meeting was entry controls. This is on scheduling and different patrols and coverage and that's a closed meeting.

Mr. Realmuto: There had been a closed meeting to discuss security, basically, on the last joint agenda and it's even noted in the minutes if you looked at them and it was deferred to this meeting.

Mr. Mecsecs: We're not prepared to discuss that at this time.

Mr. Realmuto: I would like to still have that session. As I stated at the last meeting, I believe, for example, the fact that on our side we changed security services and we are

now utilizing the same security service presents perhaps opportunities. I believe we should be able to discuss operational procedures as a Board, as joint Boards, an area of potential opportunities that there might be. All the members of both Boards are here, why defer it another three months when the opportunity has been noticed and it presents itself now.

Mr. Mecsecs: Because we have not voted on our changes in our procedures. That's why.

Mr. Realmuto: We're not talking about voting.

Mr. Mecsecs: Steve, listen for a second. We're not proposing that. There was some discussion on some of our profiles that we have not yet voted on and approved. It is premature at this time to talk about any of that stuff and I talked with the Chairman about this as well for that at this time.

Mr. Realmuto: I guess I'd like to ask our managers if there's anything that would prohibit you from doing that during the joint meeting as a Board?

Ms. Burns: If the Boards don't want to have the discussion, or there is some disagreement on that, I think the most appropriate thing would be is to have if somebody wants to make a motion to table it, we will see if it passes. If it doesn't, then I think we should have the discussion. That would be my suggestion, if everyone's okay with that route.

Mr. Mecsecs: I'll make the motion for Lake Ashton II since we've not had a chance to vote on this or even discuss, that we table this for the joint meeting.

On MOTION by Mr. Mecsecs, seconded by Ms. McKie, with all in favor, Tabling the Closed Security Session, For Lake Ashton II, was approved.

Mr. Plummer: Mr. Plummer: Obviously, we have a difference of opinion. What's the pleasure of Lake Ashton Board?

Mr. Realmuto: I don't even know what the result would be if the votes from the two Boards were different. Clearly, you don't want to do it, I guess we'd have to defer to that. You've made the decision on it.

Ms. Burns: To the extent we've advertised it if the Lake Ashton Board wanted to go in a separate room and have security conversations on their own, that would be acceptable.

Mr. Realmuto: That would defeat the purpose of a joint meeting so I don't see the point.

Ms. Burns: Correct.

Mr. Plummer: I don't either.

Ms. Burns: We'll add this to the next joint agenda?

Mr. Zelazny: If it is tabled and I understand, Steve, what you're saying. I do think that we should charge the two individuals responsible for security based on what you had said, Steve. Now we've been fighting this now for six years, trying to get a unified security posture within the District. I do think that coming out of our closed session, I think that we should direct our representative to meet with your representative to come up with some options on how we can work together and save money. There are plenty of opportunities that for a number of reasons over the last six years, we have postponed and pushed them aside and made excuses for not doing it. I think now is the time we have to do it. If we agreed that we're going to come back with some hard firm solutions or suggestions to resolve it so that we can vote on it the next meeting then I think we're in good shape.

Mr. Realmuto: I agree 100% and I hope our designated security supervisors will do that, but it's also an opportunity to discuss with the full Boards other opportunities. I don't think it should be limited to concrete proposals for changes. I think it ought to be more of a discussion and to help set the direction of where we want to go. We might have other requests for them.

Mr. Zelazny: Correct. But I want the expert's input is the best way to approach it. We need to have a starting point instead of throwing something on the table and we're all looking at 10 people trying to figure out what to do. I would rather have somebody offer up a plan and then be able to critique it.

Mr. Realmuto: Then I look forward to our next joint meeting where this will be presenting.

Mr. Plummer: I think that Jim and I can put the proposals together and based on what your Board thinks and go forward and see where we can come up with recommendations that may be beneficial to both of us.

NINTH ORDER OF BUSINESS

Supervisor Requests and General Public Comments

Mr. Mecsecs: Do we have any Supervisor requests or general public comments?

Mr. Plummer: Supervisor's requests. Jill and I had talked in the last couple of weeks about joint meetings and having both of the District managers here. The suggestion was made that the District manager, wherever the meeting was held will be present, the other one wouldn't have to be so that they didn't have to have two from the same company here at the same time.

Ms. Burns: In other words, just attend by the Zoom.

Mr. Plummer: I felt that I didn't want to make that decision solely, I wanted to Boards to talk about that and decide if that was something that was feasible or not. Let Jill do the proposal.

Ms. Burns: We're both happy to be here. The thought was that I would attend via Zoom. Jason would be here the next time when it's after Lake Ashton, Jason will attend via Zoom. Obviously, he's here for the full day of meetings for Lake Ashton II, the joint meeting seemed to be relatively quick. That being said, I'm happy to come over and attend if you prefer that I be here in person rather than attend via Zoom. It's up to the Boards we're fine either way.

Ms. Littlewood: Does that save us money?

Ms. Burns: GMS does not charge for travel so it doesn't.

Mr. Zelazny: It does not.

Mr. Realmuto: Jill, my only concern would be, each of you more familiar with your respective Districts than the other would be. Sometimes there are different interests or the Boards may have different positions. I don't know. I think for some meetings where there's nothing substantial or controversial on the table that might work, but there are others where I think the joint meeting would benefit from having each of our District managers present.

Ms. Burns: Do you want us to each check with the chair of the District, just to confirm and say there's not much going on today and you want us to attend by Zoom or there's a lot going on and you prefer us to be there in person?

Mr. Realmuto: I would say it's okay unless any supervisor requests your presence, maybe it's up to the Chair.

Mr. Mecsecs: Go ahead, Angie.

Ms. Littlewood: Observation, I actually have a problem with Zoom. If there's a problem with Zoom and one of you is not here to represent the respective thing, then that might cause an issue.

Ms. Burns: We'll just plan to both come then and if down the road, we'd decide it's not necessary we can always change it up but for now we'll both plan to be here.

Mr. Plummer: It's exactly why we want to talk about it in front of the full Board. I think that the decision is as you both will come to each of the meetings?

Ms. Burns: Correct.

Mr. Mecsecs: Anything else? Yes. We have a hand raised.

Ms. Burns: We're not quite at public comments yet.

Mr. Mecsecs: No more supervisors now we're going to have general public comments.

Ms. Burns: There are no other supervisor comments?

Mr. Realmuto: Actually, I did have one follow up from the last meeting. There was a question raised by a comment at the last meeting about sand and seashells washing off with the golf course. It was raised during the public comment session at the end of the last joint meeting and I think someone took the action item to look into that and report back.

Mr. Zelazny: They did go out, they swept the curbing and they put in grass between the shells and the road where it was washing out. The area she was really talking about was the sand that was on Lake Ashton Club Boulevard where they were putting in the pool, that was the big area. But the area that we've talked about in the golf course, the golf course went out and cleaned it up, and then put in a strip of grass between the shells on the road.

Mr. Realmuto: Okay. Thank you for that update.

Mr. Mecsecs: Any other supervisor comments?

Mr. Mecsecs: Mr. Scalley?

Ms. Burns: You are on muted on our end. You just need to unmute yourself.

Tom Scalley: I'm speaking as Tom Scalley, not as a representative of the action committee. I'm disappointed in that the joint Board is not taking a more active role in what's going on in the community. The Board certainly carries more weight than any group of individuals going in front of any of the subsequent meetings that will be coming forward. I don't foresee you people being required to attend these meetings, but I do see the urgency of having a document signed by the committee's stating that you favor a position and that otherwise you're not leading our community. I'm almost flabbergasted by you're trying to walk away from it, and please do not use the excuse that it's a legal item. Clearly, 190 allows you to do that if you choose it. It's your decision, you're trying to push the lawyers to take it out of the picture and I think that is wholeheartedly wrong. Again, I am not speaking for the committee. I am speaking for myself. Thank you.

Mr. Mecsecs: Thank you. Any other public comments?

Ms. Burns: I don't see any more on Zoom. Any from anybody in here in person?

TENTH ORDER OF BUSINESS

Adjournment

There not being any further business to discuss,

On MOTION by Mr. Costello, seconded by Mr. Realmuto, with all in favor, the meeting was adjourned by the Lake Ashton I CDD Board.

On MOTION by Ms. McKie, seconded by Mr. Zelazny, with all in favor, the meeting was adjourned by the Lake Ashton II CDD Board.

Lake Ashton CDD

Secretary / Assistant Secretary

Chairman / Vice Chairman

Lake Ashton II CDD

Secretary / Assistant Secretary

Chairman / Vice Chairman

SECTION V

|

JOINT AMENITY FACILITIES POLICIES

OF THE

LAKE ASHTON
COMMUNITY DEVELOPMENT DISTRICT

AND

LAKE ASHTON II
COMMUNITY DEVELOPMENT DISTRICT

Draft - 5/11/22

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**JOINT AMENITY FACILITY POLICIES:
Lake Ashton Community Development District
Lake Ashton II Community Development District**

Law Implemented: ss. 190.011, 190.035, Fla. Stat. (2019)
Effective Date: ~~October~~ Month xx+9, 20220

In accordance with Chapter 190 of the Florida Statutes, and on October 19, 2020, at a duly noticed joint public meeting and after a duly noticed joint public hearing, the Boards of Supervisors of the Lake Ashton Community Development District and Lake Ashton II Community Development District adopted the following rules / policies to govern the operation of the Districts’ Amenity Facilities. All prior rules / policies of the Districts governing this subject matter are hereby rescinded.

I. DEFINITIONS

“Amenity Facilities” or “Amenities”- shall mean the properties and areas owned by the Districts ~~and intended for recreational use~~ and shall include, but not specifically be limited to, the Lake Ashton Clubhouse, the Lake Ashton Health and Fitness Center (HFC), the Golf Course, Eagles Nest, Pro Shop and the Pathways/Bridges, roadways, ponds, and other district property together with appurtenant facilities and areas.

“Amenities Facilities Policies” or “Policies” – shall mean the Joint Amenity Facilities Policies of the Lake Ashton Community Development District and Lake Ashton II Community Development District.

“Amenity Manager” – shall be each respective Districts’ “Community Director,” or in his/her absence, the designated representative.

“Board of Supervisors” or “Boards” – shall mean the Board of Supervisors of the Lake Ashton Community Development District and/or Lake Ashton II Community Development District.

“Commercial Purposes” – shall mean those activities which involve, in any way, the provision of goods or services for compensation but shall not include any activities of the Districts.

“Districts” – shall mean the Lake Ashton Community Development District (“LA CDD”) and Lake Ashton II Community Development District (“LAII CDD”), each a political subdivision of the State of Florida, created pursuant to Chapter 190 of the Florida Statutes. Each individually may be referred to herein as a “District.”

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

“Golf Cart” – shall be defined as such term and the term ‘low-speed vehicle’ is defined in Florida Statutes, as amended.

“Golf Course” – shall mean the Lake Ashton Golf ~~Course~~~~Club~~ properties and facilities within the Districts.

“Guest” – shall be any Non-Resident invited by a Patron to access and use the Amenity Facilities. Guests must be properly registered and comply with all Policies. (A Patron’s ability to register may be reviewed by an Amenity Manager if exceeding 12 Guest registrations annually.)

“Individual” – shall mean any Patron, Guest, or Non-Resident utilizing an Amenity.

“Inappropriate Content” – shall mean content that is fraudulent, harassing, embarrassing, sexually explicit, profane, obscene, intimidating, defamatory, or contains sexual comments, obscenities, nudity, pornography, abusive or degrading language, antisocial behavior, or inappropriate comments concerning race, color, religion, sex, national origin, marital status, or disability, violates any District Policies or rules, has the potential to cause the District(s) public harm or disrepute, or is otherwise unlawful..

“Lake Ashton Community” or “Community” – shall mean the Lake Ashton residential golf development within which both the LA CDD and LAII CDD are located.

“May” and “Shall” - as used herein, the word “may” is permissive; the word “shall” is mandatory.

“Media” – shall mean certain publications and media produced by the Districts and solely intended to provide community information, including but not limited to the Lake Ashton Times.

“Non-Resident” – shall mean any person(s) who does not own or rent property within either District and has not paid the Annual User Fee.

“Non-Golfer” – shall mean any Individual on the Golf Course not playing golf.

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

“Non-Resident Member” – shall mean any individual not owning or renting property in either District who is paying the Annual User Fee to the District(s) for the non-exclusive right to use of all Amenity Facilities.

“Owner” – shall mean the record owner of legal title to any Lot or Living Unit.

“Pathways/Bridges” – shall mean all golf cart pathways, walking paths, and/or ancillary bridges within the Golf Course.

“Patron” or “Patrons” – shall mean Residents, Non-Resident Members, and Renters/Leaseholders.

“Political Issue” – shall mean any candidate, whether partisan or nonpartisan, political party, issue, referendum, or amendment that is subject to a vote of electors, whether local, state or federal.

“Ponds” – shall mean one of the over sixty (60) lakes or ponds located within the Lake Ashton Community.

“Renter/Leaseholder” (residential) – shall mean any tenant residing in a Resident’s living unit pursuant to a valid rental or lease agreement.

“Rental Facilities” – shall mean the Amenity Facilities available to Patrons, Non-Residents, and Lake Ashton Community organizations for rent or reservation including, but not limited to, the Clubhouse Ballroom, Reflection Garden, Card Rooms, Game Room, Cinema, Conference Rooms, HFC Community Center, Rose Garden Courtyard, Catering Kitchens, Sports Court, Poker Room, Media Centers and Craft Rooms.

“Resident” – shall mean any person or persons currently residing in or owning a home or lot within either District.

“Staff” – shall mean any employee, contractor, or volunteer that works under the Amenity Manager or District Manager.

II. PURPOSE

This document, jointly prepared and agreed to by both the LA CDD and LAII CDD Boards of Supervisors, applies to all Individuals, pursuant to usage of all Amenities within both Districts. Compliance with the Policies and provisions is mandatory and will be enforced.

The Board(s), the District Manager, the Amenity Manager and Staff shall have full authority to enforce these Policies. However, the Boards by a vote at a public meeting, District Manager, and/or Amenity Manager shall have the authority in ~~its/there~~ their sole discretion to waive strict application of any of these Policies when prudent, necessary or in the best interest of the Districts and Patrons, provided however, any permanent waiver must be approved by both Boards and such a temporary waiver of any Policy by the Amenity Manager shall not constitute a continuous, ongoing waiver of said Policy.

The Boards jointly reserve the right to amend, modify, or delete, in part or in their entirety, these Policies when necessary, at a duly-noticed Board meeting, and will notify the Patrons of any changes. Use of the Amenity Facilities may be subject to payment of applicable fees or rates set by the respective Districts. To change or modify rates or fees beyond the increases specifically allowed by District(s) rules and regulations, the Boards must hold a duly-noticed public hearing on said rates and fees. Each district may unilaterally updated rules specific to amenities solely within their respective boundaries.

III. AUTHORIZED USERS

Only Patrons and Guests are authorized to use the Amenity Facilities (each such a “Users”), all as further provided within these Policies and below; provided however certain events may be available to the general public where permitted by the Districts and subject to payment of any applicable fees and satisfaction of any other applicable requirements. Specifically, Users are subject to the following:

RESIDENTS: Residents, upon producing proper identification, can access and use all Amenity Facilities within the Districts. They are entitled to bring up to four (4) guests at a time, unless other arrangements have been made with an Amenity Manager.

RENTERS/LEASEHOLDERS: Residents who rent or lease out their residential unit(s) in the Districts **for a period of at least 30 days** shall have the right to designate the Renter/Leaseholder of their residential unit(s) as the beneficial users of the Resident’s membership privileges for purposes of Amenity Facilities use.

The Renter/Leaseholder may be required to acquire a membership with respect to the residence which is being rented or leased, as well as purchase an ID card in order to be entitled to use the Amenity Facilities. A Renter/Leaseholder who is designated as the beneficial user of the Resident’s membership shall be entitled to the same rights and privileges to use the Amenity Facilities as the Resident.

During the period when a Renter/Leaseholder is designated as the beneficial user of the membership, the Resident shall not be entitled to use the Amenity Facilities with respect to that membership.

~~Residents—Owners~~ shall be responsible for all charges incurred by their Renters/Leaseholders which remain unpaid after the customary billing and collection procedure established by the Districts. ~~Resident—o~~Owners are responsible for the department of their respective Renter/Leaseholder.

NON-RESIDENT MEMBERS: Non-Residents may pay an Annual User Fee and have access to all Amenity Facilities. As previously set by each District, both District’s Annual User Fee for any person not owning real property within the District is ~~\$2,400.00~~ **4000.00** per year (split evenly amongst LA CDD and LAII CDD, as permitted by law), and this fee shall include privileges for two (2) people. Such Annual User Fee is adopted by: (i) LA CDD, pursuant to its Chapter II: Non-Residents User Fees, ~~last set on February 26, 2007~~; and (ii) by LAII CDD, pursuant to its Chapter II: Non-Residents User Fees, ~~last set on January 8, 2008~~. This payment must be paid-in-full at the time of completion of the Non-Resident Member application and the corresponding agreement. This fee will cover membership to all Amenity Facilities for one (1) full year from the date of receipt of payment by either District. Each subsequent annual membership fee shall be paid-in-full on the anniversary date of application for membership. Each District retains the authority to establish its own Annual User Fee, per these policies it is the intent of both Districts to set both Annual User Fees at the same level. As previously provided in the Districts rules setting such Annual User Fees, such fee may be increased, not more than once per year, by actions of the

respective Boards, to reflect increased costs of operation of the Amenity Facilities. This membership is not available for commercial purposes.

GUESTS: All Guests, regardless of age, must register with the office of the Amenity Manager prior to using the Amenity Facilities. The Patron inviting the Guest must be present upon registration, unless other arrangements have been made with the Amenity Manager's office.

All Guests under eighteen (18) years of age must be accompanied at all times while using the Amenity Facilities by a parent or adult Patron over eighteen (18) years of age.

Registered Guests over the age of eighteen (18) ~~must register and~~ may use the Amenity Facilities unaccompanied by a Patron, and must ~~also~~ sign a waiver of liability.

Patrons ~~who have registered a Guest~~ are responsible for ensuring that their Guests adhere to the Policies set forth herein and any and all actions taken by said Guest. Violation by a Guest of any of these Policies as set forth by the Districts could result in loss of that Patron's privileges and membership as set forth in Section VI – Suspension and Termination of Privileges.

IV. IDENTIFICATION CARDS

ID cards (or similar access devices) may be issued to all members of each Resident's household and/or Non-Resident Members. Guest Passes shall be issued to all Guests upon registering with Amenity Manager. Each Patron and/or Guest will be required to present proper credentials upon request by Staff. If not presented, the individual will be asked to leave the venue. Renters/Leaseholders will be required to purchase their own ID cards (or similar access devices). All lost or stolen ID cards should be reported immediately to the Amenity Manager's office. A fee will be assessed for any replacement cards or additional cards.

V. LOSS OR DESTRUCTION OF PROPERTY AND/OR INSTANCES OF PERSONAL INJURY

Patrons and their Guests assume sole responsibility for his or her personal 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 any of the Amenity Facilities.

Any Patron or Guest utilizing District equipment is responsible for said equipment. Should the equipment be returned to the District damaged, missing pieces or in worse condition than when it was when usage began, that Patron or Guest will be responsible to the District for any cost associated with repair or replacement of the equipment.

Individuals 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 Districts or its contractors, or who engages in any contest, game, function, exercise, competition or other activity operated, organized, arranged or sponsored by the Districts, either on or off the Amenity Facilities' premises, shall do so at his or her own risk, and shall hold the Amenity Facilities' 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 Districts, or their respective operators, supervisors, employees, representatives, contractors or agents. Any Patron shall have, owe, and perform the same obligation to the Districts 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 Guest or family member of said Patron.

Should any party bound by these Policies bring suit against the District, the Board of Supervisors or Staff, agents or employees of the District, or any Amenity Facility operator or its officers, employees, representatives, contractors or agents in connection with any event operated, organized, arranged or sponsored by the District or any other claim or matter in connection with any event operated, organized, arranged or sponsored by the District, and fail to obtain judgment therein against the District or the Amenity Facilities' operators, officers, employees, representatives, contractors or agents, said party bringing suit shall be liable to the prevailing party (i.e., the District, etc.) 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.

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

VI. SUSPENSION AND TERMINATION OF PRIVILEGES

i. **Offenses:** An Individual's privileges to use the Amenity Facilities may be subject to various lengths of suspension or termination for up to one (1) calendar year by the Board of Supervisors, and the Individual may also be required to pay restitution for any property damage, if he or she:

1. fails to abide by any District rules or policies, including but not limited to these Policies and the Amenity Rate Rules;
2. submits false information on the application for a photo ID card, golf cart registration or Guest pass;
3. permits unauthorized use of a photo ID card or Guest pass;
4. exhibits unsatisfactory behavior, deportment, or appearance;
5. engages in unreasonable and abusive behavior that threatens the welfare, safety or reputation of the District, or its supervisors, Staff, contractors, vendors, or other Patrons or Guests;
6. treats the Districts' supervisor, Staff, contractors, vendors, or other Patrons or Guests in an unreasonable or abusive manner;
7. damages or destroys District property.

ii. **Suspension and Termination Process:** In response to any violation of the rules, regulations, policies and procedures specified herein, including, but not limited to, those set forth

in the section (i) above, the Districts, through its Boards, District Manager, and/or Amenity Manager, may follow the process outlined below with regard to suspension or termination of a Patron's or Guest's privileges:

1. First Offense – Verbal warning may be issued by Staff of such violations; the warning shall be summarized in a brief written report by Staff and kept on file in the Clubhouse and HFC Community Center.
2. Second Offense – Written warning by Staff of continued violations sent by certified mail to the Patron/Guest, supervisors notified and kept on file in the Clubhouse and HFC Community Center offices. In addition, the Patron/Guest will be suspended from the Amenity Facilities for the remainder of the day on which the written warning is issued.
3. Third Offense – Automatic suspension by the Amenity Manager of all Amenity Facilities privileges for one (1) week. A written report will be created; a certified letter will be sent by certified mail to the Patron/Guest supervisors notified and a copy of such letter kept on file in the Clubhouse and HFC Community Center Offices.
4. Fourth Offense – Automatic suspension by the Amenity Manager from all Amenity Facilities for up to thirty (30) days or until the date of the next meeting of the Board of Supervisors of the District within which the violation occurred, whichever occurs first. A complete record of all previous documented offenses within the previous twelve (12) months will be presented to the Board for recommendation of suspension beyond thirty (30) days or possible termination of the Patron's/Guest's privileges for up to one (1) calendar year from the Board's approval of termination of privileges.

iii. **Health, Safety, Welfare.** Notwithstanding anything contained herein, the Amenity Manager may, at any time, remove, restrict or suspend an individual's privileges when such action is necessary to protect the health, safety and welfare of Districts' supervisor, Staff, contractors, vendors, or other Patrons and their Guests, or to protect the Amenity Facilities from damage.

Such restriction or suspension shall be for a maximum period of thirty (30) days or until the date of the next meeting of the Board of Supervisors of the District within which the violation occurred, whichever occurs first. Such infraction and suspension shall be documented by the Amenity Manager. The Operations Manager, District Manager and Board of Supervisors shall be notified to review this action at the next Board of Supervisors meeting.

iv. **Jurisdiction Reciprocal.** The ability to suspend or terminate privileges as provided herein shall be held by the District, through its Boards, District Manager, and/or Amenity Manager, in whose boundaries the violation at issue occurred. Violations that result in a suspension or termination in one District shall be brought up at the next Board of Supervisors meeting for the other District. Suspension or termination of privileges shall in no way prevent a

member of the District Boards, the District Manager, District staff or members of the public from attending a duly advertised public meeting of either District.

v. **Appeals.** Any Individual who has his or her Amenities privileges restricted/suspended for at least thirty (30) days and/or terminated in accordance with this Policies may appeal such restriction, suspension, or termination to the respective Board for reversal or reduction at the next regular meeting of such Board. The Board’s decision on appeal shall be final.

VII. RESERVING FACILITIES

Amenity Facilities are available on a first-come, first-served basis, and subject to applicable fees or rates as set by the appropriate District. Requests to reserve facilities should be submitted through the Staff at the appropriate Amenity Facility.

Reservations ~~are may be~~ available for up to ~~three-two (23)~~ hour increments for all facilities listed in the reservation policy, with the exception of the Clubhouse Ballroom and HFC Community Center. These can be reserved for periods up to ~~five (5)-four (4)~~ hours. Longer time increments may be approved by the Amenity Manager.

~~There are no personal “standing” weekly reservations allowed for the Amenity Facilities listed in the reservation policies. Lake Ashton activities taking place within the Amenity Facilities should be open to all Lake Ashton residents and not be labeled as “private”. If the room is not occupied/reserved by a club, group or organization, tables may be individually reserved, with the understanding that the Amenity Manager has the right to may move or cancel reservations, if required, up to 48 hours prior to the reservation time.~~

Clubs, Groups, and organizations may make “standing” reservations. These will be reviewed semi-annually by the Amenity Manager. (Refer to section IX on what constitutes a club)

Reservations for commercial or profit-making purposes will be charged a fee in accordance with LA CDD and LAII CDD Chapter III: Rules for Amenities Rates, (respectively)

The Amenity Manager can reschedule any reservation if requested by a District. The Clubhouse or HFC must be notified if a scheduled reservation cannot be kept so the slot may be re-assigned. Reservations will be held for 15 minutes past ~~theyour~~ scheduled start time, ~~before re-assigning the reservation time slot, after which the Amenity Manager has the right to may re-assign the reservation.~~

VIII. RENTAL FACILITIES TERMS

Amenity Facilities are available for rent by Patrons, Lake Ashton approved Clubs/Organizations, and Non-Residents in accordance with the Policies of the District and the laws of the State of Florida. A complete list of Amenity Facilities available for rent, along with associated fees and deposits, are located as follows: (i) for LA CDD, in its Chapter III: Rules for Amenities Rates, ~~last revised on September 7, 2018~~; and (ii) for LAII CDD, in its Chapter III:

Rules for Amenities Rates, ~~last revised on August 22, 2019~~, as may be amended from time to time (collectively, the “Amenity Rate Rules”).

For functions held at an Amenity Facility having more than 25 people in attendance, a final guaranteed number of guests is to be conveyed to the Amenity Facilities events planner no later than ~~five (5)~~ 14 days before the date of the scheduled event. In absence of a final guarantee, the number indicated on the original agreement will be considered correct. A check shall be made payable to the applicable District.

If required by the Amenity Rate Rules of the respective District, deposit(s) or fees shall be submitted to the Clubhouse or HFC in the form of a separate check made payable to the “Lake Ashton Community Development District” or the “Lake Ashton II Community Development District,” as applicable.

IX. CLUBS, GROUPS, AND ~~OTHER~~ ORGANIZATIONS

Any club, group or organization (collectively, “Clubs”) desiring to utilize the Amenity Facilities ~~activities display space, Channel 96/732, Coffee Meetings, or the Lake Ashton Times and the LA Connection newsletters or District Media~~ to promote Club activities must be registered with the Amenity Manager and meet the following criteria:

1. Clubs must be comprised of a minimum of at least five (5) active members; all members must be Residents or Renters/Leaseholders.
2. No Club may be formed, and no activities held within the Amenities Facilities, for commercial or profit-making purposes.
3. The purpose of each Club must be to provide lifestyle-enhancing opportunities to Residents or Renters/Leaseholders and not to effectuate sales of products or services. ~~No one household can profit from the club.~~ Clubs may generate funds through dues and proceeds from Club organized events. If a Club chooses to generate funds, a check-and-balance system must be in place ~~as well as a Club checking account.~~
4. Club membership and Club activities must be available to all Residents or Renters/Leaseholders. Residents of Lake Ashton will be given priority to attend any club activity or event. Registered guests may be invited to attend if space permits. The Amenity Manager has the right to ask registered guests and other non-residents to leave if necessary to accommodate Lake Ashton Residents.
- ~~4.5.~~ ~~Criteria for Club membership should be governed by the individual club’s by-laws.~~
- ~~5.~~ ~~Rules applying to the formation and admissibility of Clubs may be modified at the discretion of the Boards of Supervisors.~~
6. Violations of these Policies by any Club may result in the loss of that Club’s privileges within the Amenity Facilities.

X. AMENITY POLICIES – GENERAL USAGE

CONDUCT: Individuals using the Amenity Facilities are expected to conduct themselves in a responsible, respectful, courteous and safe manner, in compliance with all Policies/provisions and rules of the Districts governing the Amenity Facilities. Violation of the District(s) Policies and/or misuse or destruction of Amenity Facilities equipment may result in the suspension or termination of Amenity Facilities privileges with respect to the offending Individual.

CONFLICTS: Conflicts between Amenity users should be referred to Staff or security. Under no circumstances should verbal or physical confrontation occur between Amenity users.

ALCOHOL: All persons must be twenty-one (21) years of age to consume alcohol at any Amenity Facility, and must do so in a responsible manner.

In regards to LA CDD's Clubhouse: no alcohol may be brought into the physical structure of the Clubhouse, adjoining outdoor patio and pool deck. Alcoholic beverages held and/or consumed within the physical structure of the Clubhouse, adjoining outdoor patio and pool deck must be purchased through the holder of the liquor license registered with the State of Florida to serve alcoholic beverages at 4141 Ashton Club Drive, Lake Wales, Florida. Any registered holder of said liquor license shall be required to provide the Amenity Manager with an applicable certificate of insurance naming the District as an additional named insured.

In regards to ~~LAH~~ LA II CDD's HFC Community Center: The HFC Community Center Amenity Manager may approve consumption of alcohol for events held at the Community Center by a vendor who is in possession of a valid liquor license and proof of insurance. See Section XI(vi) regarding the HFC Community Center herein for more specific information regarding alcohol at the HFC Community Center.

SMOKING: Lake Ashton is a smoke-free community. Smoking tobacco products or electronic cigarettes are prohibited at all facilities and venues unless in a designated area.

PETS: Pets, (with the exception of ~~duly registered~~ service animals, as defined by the ADA) are not permitted at Amenity Facilities with the exception of Pet Parks unless. ~~If~~ a special event allowing pets has been approved by the Amenity Manager, ~~pets~~ Pets must be leashed and under control of an adult handler at all times. ~~or in an appropriate carrier, or placed in a cage~~. Users Handlers are responsible ~~to~~ for picking up after their pets and ~~to~~ disposing of any waste in a designated pet waste receptacle or outdoor dumpster. Adult handlers must be in control of pets at all times.

PARKING: Vehicles must be parked in designated areas. Vehicles, bicycles and golf carts 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 Amenity Manager reserves the right to waive this parking restriction in the event overflow parking is needed for a large event.

OVERNIGHT PARKING: There shall be no overnight parking in Amenity Facility parking lots unless authorized by the Amenity Manager.

OFF-ROAD VEHICLES: Off-road motorbikes/vehicles, excluding golf carts, are prohibited on all property owned, maintained and operated by the District(s).

OPEN PLAY: Certain amenities are available on a first come, first serve basis at various times. No reservations are accepted during the time period listed as Open Play at the respective amenity.

FIRE SAFETY/FIREWORKS: Candles, open burning or combustion of any kind are not permitted inside any Amenity Facility. Fireworks of any kind are not permitted on any Amenity Facility or property held by the Districts, with the following exception: the respective Board may approve the use of fireworks over specific bodies of water within its District's boundaries.

GRILLS/SMOKERS: Patrons are not allowed to bring grills or smokers to the Amenity Facilities. Upon approval by the Amenity Manager, Patrons may hire an insured caterer to provide this service. The location of any grill or smoker will be at the discretion of the Amenity Manager. Such catering service will be required to provide the Amenity Manager with a certificate of insurance, naming the District as an additional insured party.

SERVICE AREAS: Service areas within the Amenity Facilities are off-limits except for Staff.

DRONES: Drones and all forms of unmanned aerial vehicles are not permitted to be used inside Amenity Facility buildings any time without the written authorization of the District, except as permitted by law or regulation of an applicable government entity.

CHILD CARE: The District will not offer childcare services to Patrons or Guests at any of the Amenity Facilities.

SKATEBOARDING: Skateboarding is not permitted on the Amenity Facilities property at any time. Roller blading is permitted on cart paths and roadways only.

OUTSIDE ENTERTAINMENT: Performances at any Amenity Facility, including those by outside entertainers, must be approved, in advance, by the Amenity Manager.

ADVERTISING: Advertisements for Commercial Purposes shall not be posted or circulated in the Amenity Facilities. Petitions, posters, or promotional material shall not be originated, solicited, circulated or posted on Amenity Facility property unless approved, in writing, by the Amenity Manager.

COMMERCIAL PURPOSES: Activities with Commercial Purposes must have approval from the Amenity Manager

UNATTENDED GUESTS: Amenity users should not leave Guests who have adverse or debilitating health conditions unattended in any of the Amenity Facilities or District property.

PROGRAM/ACTIVITY APPROVAL: All programs and activities, including the number of participants, equipment and supplies usage, facility reservations, etc., at all Amenity Facilities must be approved by the Amenity Manager.

MANAGEMENT SPONSORED EVENTS: The Amenity Manager 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, etc.

NOISE: The volume of live or recorded music shall not violate applicable Local Noise Ordinances.

LOITERING: Loitering (the offense of standing idly or prowling in a place, at a time or in a manner not usual for law-abiding individuals, under circumstances that warrant a justifiable and reasonable alarm or immediate concern for the safety of persons or property in the vicinity) is not permitted at any Amenity Facility.

COMPLIANCE TO STATUTES: Individuals shall abide by and comply with any and all federal, state and local laws and ordinances while utilizing the Amenity Facilities, and shall ensure that any minor for whom they are responsible also complies with same.

EQUIPMENT: The Districts maintains a limited amount of equipment to support individual activities such as Bocce, Billiards, Pickleball, Racquetball, Shuffleboard, Yoga, and exercise classes. Please check their availability with the Amenity Manager. Patrons are encouraged to provide their own equipment for recurring use.

HOURS: Hours of operation, including holiday schedules, for Amenities Facilities are established and published by the Amenity Manager(s), and such hours are subject to change at the discretion of the Amenity Manager.

EMERGENCIES: After contacting 911 (if required), all emergencies and injuries must be reported to the gate attendant service (Thompson Nursery Road phone number 863-324-7290, CR 653 phone number 863-318-0237) or Amenity Manager (phone number Clubhouse 863-324-5457 or Community Center/HFC 863-595-1562) and to the office of the District Manager (phone number 407-841-5524). If immediate attention to the facilities is required and the Amenity Manager is not present, please contact one of the gate attendants employed by the District.

SIGNAGE: All Political Issue and Commercial Purpose signs outside Amenity Facility buildings are strictly prohibited. All other signs need the approval of ~~an~~the Amenity Manager.

GOLF CARTS:

1. Golf Cart operations within the Districts shall abide by all applicable provisions of this Policy, Florida Statutes, as amended, and local ordinances and regulations, including, but not limited to, compliance with Chapters 316 and 320, *Florida Statutes*, all traffic control devices, and local traffic laws, and the City of Winter Haven's Ordinance Sec. 18-155.
2. All Golf Carts used on or within the Amenities, including but not limited to the Golf Course and the Pathways/Bridges, must be registered at LAII CDD's HFC Health and Fitness Center. Registration includes acknowledgement of these Policies, including specifically but not limited to this Section X. - GOLF CARTS and Section XII. (USE AT OWN RISK; INDEMNIFICATION) and displaying the appropriate Golf Cart decal when operating a Golf Cart within or on the Amenities. If the decal is not properly displayed, the Golf Cart operator will be asked to remove the Golf Cart from leave the Amenity.
3. Golf Cart operators must be at least 16 years of age.
4. The speed limit for golf carts is 20 MPH on roads and 12 MPH on cart paths and bridges.
- 2.5. Golf Carts must have street/turf tires for operation on the Golf Course turf.
- 3.6. Safety Recommendations: the Districts recommends all owners and/or operators of Golf Carts used on or within the Amenities abide by the following safety recommendations:
 - i. Use extreme caution when traveling on Pathways/Bridges, especially if within the Golf Course when golf is being played;
 - ii. The Districts recommend Golf Cart owners obtain liability insurance insuring against personal injury and damage to property with limits of at least \$300,000;
 - iii. Equip Golf Cart with efficient brakes, reliable steering apparatus, safe street/turf tires, a rearview mirror, and red reflectorized warning devices in both the front and rear.
 - iv. Regularly check Golf Cart for safe operation of brakes, lights, steering, turn signals, and tires.
 - v. Make sure batteries are charged to good operating levels.
 - vi. When passing or approaching another Golf Cart on a path, one Golf Cart should move to the side toward the Amenity property to allow the other cart to pass. Under no circumstances, should passing Golf Carts drive onto private property.
 - vii. Passengers and drivers should keep all body parts inside the Golf Cart while it is in motion;
 - viii. Passengers should have both feet planted firmly on the floor while the Golf Cart is moving;
 - ix. Passengers should sit with their right hip against the right arm of the seat;
 - x. Passengers should be aware of traffic conditions. A sharp, unexpected turn can throw a rider from the Golf Cart. On turns and fast straightaways, passenger should use right hand to grasp the right arm of the seat.

PHOTOS AT EVENTS: By using District Amenities, patrons grant the District the right to use and publish photographs and/or videos in which they may be included in Lake Ashton media without their inspection or approval.

XI. AMENITIES POLICIES – SPECIFIC USAGE

Patrons are responsible for ensuring their Guests adhere to the Policies set forth herein. In addition to the general Policies listed above, each Amenity Facility has the following specific Policies that must be followed:

i. LOBBY

The Lobby at the Clubhouse and HFC are not reservable spaces. Tables can only be set up by registered Clubs, Groups, and Organizations, with prior approval from the Amenity Manager, for the purpose of selling tickets or registration for events in rooms reserved by the same group. Approved vendors may also set up a table as part of a sponsorship agreement. Tables must not block means of ingress/egress or access to the rest of the building.

ii. CLUBHOUSE BALLROOM

1. All food and beverages consumed in the Clubhouse Ballroom must be purchased and provided by the Restaurant contracted by the District.
2. Any Resident or Resident activity that qualifies for, and is granted a fee waiver under the Rules of Lake Ashton Community Development District, Chapter III, may, with the approval of the Amenity Manager, have an outside caterer provide food and non-alcoholic beverages for an event compliant with Chapter III. The Amenity Manager shall have sole discretion to grant or deny such a request, and may require the submission of a certificate of insurance, a waiver of liability, or other administrative documentation as deemed appropriate by the District.
3. Each organization, group or individual reserving the use of an Amenity Facility (or any part thereof) agrees to indemnify and hold harmless the District, the owners of the Amenity Facility and the owner's officers, agents and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity, for injuries, death, property damage of any nature, arising out of, or in connection with, the use of the District lands, premises and/or Amenity Facilities, including litigation or any appellate proceeding with respect thereto. Nothing herein shall constitute or be construed as a waiver of the District's sovereign immunity granted pursuant to Section 768.38, Florida Statutes.
- ~~4. The volume of live or recorded music shall not violate applicable City of Lake Wales Noise Ordinances.~~
- 4.5. Room reservations are non-exclusive. At the Amenity Manager's discretion and depending upon scheduling availability, reservations for multiple groups may be booked at the same time in this room. When multiple group activities are scheduled, please be courteous of others.

iii. BOCCE

1. Appropriate dress is required on the court. Shirts and shoes must be worn at all times.
2. Bocce balls should not be tossed or thrown outside of the court.
3. Players on the opposite side of the playing or thrower's end should stand outside the court walls. Sitting on the walls is permissible provided one's legs are on the outside of the walls. Please report any loose boards, protruding nails, etc., to the Staff.

4. Children under eighteen (18) years of age must be supervised by an adult Patron who understands the rules of the game.
5. There are Open Play days designated by the Amenity Manager where reservations are not accepted to allow for "first come, first served" use of the amenity.
- 4.6. Room reservations are non-exclusive. At the Amenity Manager's discretion and depending upon scheduling availability, reservations for multiple groups may be booked at the same time in this room. When multiple group activities are scheduled, please be courteous of others.

iii.iv. BOWLING

1. The center is available for open bowling when league play is not scheduled. Reservations are made through the Amenity Manager on a first-come basis.
2. Proper attire must be worn. Bowling shoes are the only acceptable footwear on the lanes.
3. The bowling machines are all self-scoring. If you are unsure how to operate the machines or need assistance, please contact the Amenity Manager or Staff for instructions.
4. No one is allowed past the foul line or on a bowling lane at any time. If it becomes necessary to traverse the lanes, all walking shall be done in the gutter(s).
5. Proper bowling etiquette shall be adhered to at all times. The use of profanity or disruptive behavior is prohibited.
6. No food or drink is allowed in the approach area.
7. If, at any time, the equipment fails to operate properly or your ball does not return, please contact the Amenity Manager or Staff for assistance.
8. No one is allowed behind the pin-setting machines without the permission of the Amenity Manager.
9. Return all balls and shoes to racks when you have finished bowling.
10. Guests under the age of eighteen (18) years of age must be supervised by adult Patron who understands the rules and regulations of the game.
11. There are Open Play days designated by the Amenity Manager where reservations are not accepted to allow for "first come, first served" use of the amenity.
- 10.12. Room reservations are non-exclusive. At the Amenity Manager's discretion and depending upon scheduling availability, reservations for multiple groups may be booked at the same time in this room. When multiple group activities are scheduled, please be courteous of others.

iv.v. CINEMA

1. Movies are scheduled on a regular basis by the Amenity Manager and open to all Patrons. Seating capacity is 55 and admittance is on a first-come basis. Guests under eighteen (18) years of age must be accompanied by an adult.
2. Movie selections are made by the Amenity Manager's office based on new releases. Suggestions from Residents are also considered.
3. Scheduled movies and show times are posted and subject to change.
4. Closed-captioning is available for certain movies at certain show times. Please check with the Amenity Manager or Staff to obtain the schedule.
5. Be courteous and arrive on time. Movies are not to begin prior to the scheduled show time.

6. Reservations for the Cinema shall be made through the Amenity Manager's office.
7. Contact the Amenity Manager or Staff for assistance with equipment.
8. Be sure the Cinema is clean and free from trash and debris following any function. Any Resident or Non-Resident Member who reserves and holds a function in the Cinema and fails to clean up and return it to the condition in which it was obtained may be charged a clean-up fee by the Amenity Manager.
9. Report any loose seats, lighting issues, or other facility needs to the Amenity Manager or Staff.

~~v.vi.~~ CARD ROOMS/HFC BILLIARDS ROOM/CLUBHOUSE GAMES ROOM/HFC POKER ROOM

1. Rooms are available during normal hours for Open Play, however, as many different card and billiard games are held at regularly scheduled times, you should contact ~~either the~~ Activities Office ~~or Ashtonliving.net~~ for a list of scheduled activities.
- ~~2. Reservations for the Card/Game Room can be made through the Amenity Manager's office.~~
- ~~3. When group activities are scheduled, please be courteous of others. Random play is acceptable when the rooms are not scheduled for group activities.~~
2. Due to the large demand for these rooms, reservations should include the number of tables required to meet the needs of the group. Tables not used will be considered "open" and will be made available for use by another group or individual.
3. Room reservations are non-exclusive. At the Amenity Manager's discretion and depending upon scheduling availability, reservations for multiple groups may be booked at the same time in this room. When multiple group activities are scheduled, please be courteous of others.
4. Residents booking the Clubhouse Game Room for a Lake Ashton club, group, or organization meeting or activity should be aware that the room will still be available for Billiards play.

~~vi.vii.~~ CLUBHOUSE AND HFC COMMUNITY CENTER

- ~~1. Residents, Non-Resident Members, and members of the general public are responsible for ensuring that their Guests adhere to the Policies set forth herein.~~
- ~~2. The volume of live or recorded music must not violate applicable local government noise ordinances.~~
- ~~3. No open burning or candles are allowed at the facility.~~
- 4.1. Alcoholic beverage service, if approved, shall only be obtained through a service licensed to serve alcoholic beverages. Such service will be required to provide the Amenity Manager with a certificate of insurance, naming the District as an additional insured party. The Amenity Manager may make an exception to this requirement, in advance, for community events such as pot luck dinners, bingo events and private functions held by Patrons who have reserved the HFC Community Center. Patrons will be allowed to bring beer or wine for personal use when such a community event is held.
- ~~5. Patrons are not allowed to bring or use grills or smokers at the HFC Community Center. Upon approval by the Amenity Manager, Patrons may hire an insured caterer to provide~~

~~this service. The location of any grill or smoker will be at the discretion of the Amenity Manager. Such catering service will be required to provide the Amenity Manager with a certificate of insurance, naming the District as an additional insured party.~~

2. Each organization, group or individual reserving the use of an Amenity Facility (or any part thereof) agrees to indemnify and hold harmless the District, the owners of the Amenity Facility and the owner's officers, agents and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity, for injuries, death, property damage of any nature, arising out of, or in connection with, the use of the District lands, premises and/or Amenities Facilities, including litigation or any appellate proceeding with respect thereto. Nothing herein shall constitute or be construed as a waiver of the District's sovereign immunity granted pursuant to Section 768.38, Florida Statutes.

6.3. ~~Room reservations are non-exclusive. At the Amenity Manager's discretion and depending upon scheduling availability, reservations for multiple groups may be booked at the same time in this room. When multiple group activities are scheduled, please be courteous of others.~~

vii.viii. ~~COURTYARD ROSE GARDEN AND OUTDOOR KITCHEN~~

1. The ~~courtyard~~ Rose Garden is furnished with tables, chairs, and grilling equipment. Reservations for the Rose Garden courtyard may be made through the ~~Community Center~~ HFC Activities Amenity Manager's office.

2. If you are unsure how to operate the grills or need assistance with any equipment, please contact the ~~Community Center~~ HFC Amenity Manager or Staff for instructions.

3. Please contact the ~~Community Center~~ HFC Amenity Manager or Staff for assistance if equipment at the ~~Rose Garden courtyard~~ fails to operate properly.

4. Guests must be eighteen (18) years of age to operate the grills ~~at-in~~ the ~~courtyard~~ Rose Garden. A deposit fee will be charged in accordance with Rules of Lake Ashton CDD II, Chapter III.

5. The ~~courtyard~~ Rose Garden and surrounding area must be clean and free from trash and debris following any function. Patrons reserving and holding a function ~~at-in~~ the ~~courtyard~~ Rose Garden and fails to clean up and return it to the condition in which it was obtained may be charged a clean-up fee ~~by the Community Center Amenity Manager~~.

5-6. ~~Room reservations are non-exclusive. At the Amenity Manager's discretion and depending upon scheduling availability, reservations for multiple groups may be booked at the same time in this room. When multiple group activities are scheduled, please be courteous of others.~~

viii.ix. CRAFT ROOMS

1. Craft Rooms are open during normal operating hours. They are available for general use when not reserved.

2. Reservations for the Craft Rooms can be made through the Amenity Manager's office.

3. If, at any time, the equipment in the Craft Room fails to operate properly, please contact the Amenity Manager or Staff for assistance.

4. Please be courteous of others' projects and do not touch or handle them.

5. Guests under eighteen (18) years of age must be properly supervised by an adult.

5-6. Room reservations are non-exclusive. At the Amenity Manager's discretion and depending upon scheduling availability, reservations for multiple groups may be booked at the same time in this room. When multiple group activities are scheduled, please be courteous of others.

ix-x. FITNESS CENTERS

1. Fitness centers are open daily during normal operating hours.
2. Patrons are encouraged to receive training on the apparatus before utilizing equipment
3. Each facility provides televisions for Patrons. Please be considerate when setting volume levels.
4. Individuals must be fourteen (14) years of age and older to use District Fitness Centers. Individuals 14-17 years of age must be accompanied by an adult.
5. Food, including chewing gum, is not permitted within the District Fitness Centers. Beverages, however, are permitted in the Fitness Centers if contained in non-breakable containers with screw-top or sealed lids.
6. Appropriate attire and footwear (covering the entire foot) must be worn at all times in the District Fitness Centers. Appropriate attire includes tee-shirts, tank tops, shorts, and/or athletic wear (no swimsuits).
7. Each individual is responsible for wiping off fitness equipment after use with the antiseptic wipes provided by the Districts.
8. Use of personal trainers is permitted in the District Fitness Centers with approval from the Amenity Manager.
9. Hand chalk is not permitted to be used in the District Fitness Centers.
10. ~~Personal audio devices Radios, tape players, MP3 players and CD players~~ are not permitted unless they are ~~personal units~~ equipped with headphones.
11. No bags, gear, or jackets are permitted on the floor of the District Fitness Centers or on the fitness equipment.
12. Weights or other fitness equipment may not be removed from the District Fitness Centers.
13. Limit use of cardiovascular equipment to thirty (30) minutes and step aside between multiple sets on weight equipment if other persons are waiting.
14. Be respectful of others. Allow other Patrons and Guests to also use equipment, especially the cardiovascular equipment.
15. Replace weights to their proper location after use.
16. 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.
17. Any fitness program operated, established and run by the Amenity Manager may have priority over other users of the District Fitness Centers.

x-xi. GOLF COURSE

1. Cart Paths and Bridges

- i. All Pathways/Bridges within the Golf Course are shared equally between golfers, golf carts, pedestrians and bicyclists. Use of the Pathways/Bridges by Non-Golfers during hours when golf is being played creates potential safety hazards; therefore, all users of the Golf Course must exercise extreme caution when golf is being played.

- ii. To reduce danger and likelihood of being struck by a golf ball, Non-Golfers should walk or ride in the opposite direction of play (starting on Hole 18 and ending on Hole 1), pause as golfers (“Golfers”) are about to hit, and only continue once the Golfers have struck their balls. Golfers should wave Non-Golfers through if the approaching Non-Golfers are fast moving or can pass by quickly.
- iii. **Non-Golfers must stay on the Pathways/Bridges or Pond banks.** Non-Golfers are encouraged to monitor the daily email circulated by Pro Shop staff members announcing course conditions, closures, and starting times for the groups on each course. In doing so, Non-Golfers can identify periods when no golfers are on the course. One course is normally closed on Monday and League play (Tuesday, Wednesday, and Thursday) does not start until 9:00 a.m.; however, Non-Golfers should check the conditions of each course before use. Additionally, it is generally safer to walk before 8:00 a.m. or after 4:00 p.m., when golfers are less likely to be present.
- iv. Pathways adjacent to Ponds and bridges can be dangerous. Golf Carts should operate at a safe speed and always use headlights after dusk. Extreme caution should be taken when traveling through standing water on Pathways.
- v. Pets are permitted to be walked and exercised on the Pathways/Bridges. At no time should they be in the fairways or within thirty feet of a green. Pets must be on leash or in a Golf Cart at all times. Pet owners are responsible to pick up after their pet.
- vi. **Use Golf Course At Own Risk:** All Individuals who enter the Golf Course and/or utilize Pathways/Bridges and/or Ponds, including as a Non-Golfer pedestrian or within a Golf Cart, shall do so at his or her own risk as further provided in Section XII herein and assumes all risks associated with entering property used for playing golf, including but not limited to errant golf balls and golf clubs.

2. Ponds within the Golf Course

- i. The Districts encourage a “catch and release” policy for any fish caught in the Ponds because of the frequency with which the Golf Course is treated with herbicides and fertilizers which may produce run-off into the Ponds within the Golf Course.
- ii. Non-Golfers using the Ponds along the Golf Course must exercise extreme caution when Golfers are present and playing golf because of the risk of being hit by an errant golf ball or golf club. Non-Golfers using the Ponds should position themselves away from the flight of any Golfer’s shot and be aware of Golfers hitting. Golf Carts being used by Non-Golfers using the Ponds should be parked way from play and off the Pathways/Bridges.
- iii. See Section XI.xiii. for additional rules regarding Ponds.

3. Golf

- i. Golf may be played at the Golf Course for a fee. Any unauthorized individual found using the Golf Course facilities or playing the course will be asked to make restitution. If payment is not received, the individual will be removed and receive a warning.
- ii. Tee times are available upon request through the Pro Shop. Prior to play, Golfers must report to the Pro Shop. Golfers are asked to abide by local rules regarding dress, behavior, and play. Golfers should comply with announcements on course playing conditions. [Complete Golf Course rules are available at the Pro Shop.](#)

- iii. Golfers are reminded that they share the Pathways/Bridges and Ponds with Non-Golfers. Golfers do not have any higher priority for use than any Non-Golfer and need to be considerate in allowing use by all Lake Ashton Community members.

xi-xii. HORSESHOES

1. Horseshoe equipment, if available, may be obtained from the Shuffleboard storage closet.
2. Appropriate dress is required on the court. Shirts and shoes must be worn at all times.
3. No tossing of horseshoes while someone is in a pit or in the throwing lane. Horseshoes tumble when thrown and participants need to safely clear the pit.
4. Guests under the age of eighteen (18) years of age may play provided they are supervised by an adult Patron and are physically capable of tossing a shoe to the pit. Supervising adults are responsible for children's safety.

xi-xiii. INDOOR SPORTS COURTS

1. Various articles of equipment, if available, may be obtained from the equipment storage area.
2. Proper etiquette shall be adhered to at all times. The use of profanity or disruptive behavior is prohibited.
3. Proper athletic shoes and attire are required at all times while on the courts. Shirts must be worn. No black-soled shoes are allowed.
4. Proper safety equipment, such as protective eyewear, must be used when appropriate to the sport being played.
5. Beverages are permitted at the sports courts if they are contained in non-breakable containers with screw-top or sealed lids.
6. No chairs, other than those provided by the Districts, are permitted on the sports courts.
7. Guests under the age of eighteen (18) must be accompanied by an adult Patron.
8. ~~Courts must be cleaned up after use~~ Equipment must be returned to storage after use.

xiii-xiv. LAKES AND PONDS (FISHING)

1. Patrons may fish from any District owned Pond within the Lake Ashton Community Development District and Lake Ashton II Community Development District. Please check with the Amenity Manager for rules and regulations pertaining to fishing and for proper access points to these bodies of water.
2. No water crafts of any kind are allowed in the Ponds, except for small remote-controlled boats intended for recreational purposes.
3. Swimming, wading, and/or pets are not allowed in any Pond.
4. The Ponds may be occupied with Alligators and other wildlife that can present a danger to Individuals along the Pond banks. All Individuals should exercise extreme caution, but Individuals must be especially mindful of the risk if small children or pets are present. They should not be left unattended.
5. Regarding Ponds within the Golf Course:
 - a. The Districts encourage a "catch and release" policy for any fish caught in the Ponds because of the frequency with which the Golf Course is treated with

herbicides and fertilizers which may produce run-off into the Ponds within the Golf Course.

- b. Non-Golfers using the Ponds along the Golf Course must exercise extreme caution when Golfers are present and playing golf because of the risk of being hit by an errant golf ball or golf club. Non-Golfers using the Ponds should position themselves away from the flight of any Golfer's shot and be aware of Golfers hitting. Golf Carts being used by Non-Golfers using the Ponds should be parked way from play and off the Pathways/Bridges.

xiv-xv. LIBRARY/MEDIA CENTERS

1. There are two library/media centers, one in the Clubhouse and one in the ~~HFC~~Community Center. They have books, puzzles, computers, tables, DVDs and an area for reading.
2. Books and puzzles are donated by Patrons for use by other Patrons. They may be removed but must be returned upon completion to either Amenity Facility.
3. District computers and their content, including email, are subject to monitoring and access by the District at any time with or without consent or prior knowledge of the user. The District reserves the right to monitor any use of network resources, to monitor computer and internet usage, including, but not limited to: sites visited, searches conducted, information uploaded or downloaded and to access, retrieve and delete any data stored in, created, received, or sent over the network or using network resources for any reason.
4. It is strictly prohibited to use a District computer for wireless internet access to seek, send or store Inappropriate Content (as defined herein) and/or for unauthorized copying of copyrighted material. Examples of copyrighted materials include, but are not limited to: commercial music, video, graphics, or other intellectual property. The Districts assume no responsibility for any damages, direct or indirect, that may occur from the use of its electronic resources. Users of the Districts computers and/or wireless internet access peruse the internet at their own risk, realizing the potential for accessing offensive, inaccurate, illegal, or fraudulent information.
5. The District reserves the right to revoke any User's access to the Districts' computers and/or wireless internet -at any time.

xv-xvi. MEDIA

1. Districts' Media (as defined herein) is provided for the dissemination of factual community information by the Districts to Patrons. The District hereby adopts a no commercial advertisements policy, including those related to Political Issues. This policy provides that the District will not, through its ~~newsletter~~, e-blast system, website, on the recreational facilities walls or grounds or through other District medium, allow commercial advertisements of any kind, regardless of content. The only commercial advertisements permitted are those that are of official District or Club events, as determined by the Amenity Manager.
2. It is the intent of the Districts to maintain Media as a non-public forum for the dissemination of factual community information by the Districts to Patrons.
3. Clubs that meet the criteria for a Club under the Policies and are properly registered with the Amenity Manager, may submit material for inclusion in Media.

4. All information included in Media shall be limited to factual information, shall not advocate passage or defeat of a candidate, party, measure or other Political Issue, and shall not support, endorse or oppose a candidate for nomination or election to a public office or office of political party or public officer.
5. The provisions hereunder regarding Media shall not be interpreted to prohibit any publications, postings, mailings or information produced, endorsed or circulated by the Supervisor of Elections, local, state, federal or other government of competent jurisdiction over the Districts or to such publications, postings, mailings or information permitted under local, state or federal law.
6. The Districts may accept paid political advertising that complies with Chapter 106, Florida Statutes, and all applicable local, state and federal laws. The advertising rates for such paid political advertising shall be the same as those rates charged to other members of the public for paid advertising. It is the sole responsibility of the party submitting the paid political advertising to ensure the advertisements compliance with all laws, including, but not limited to, those laws requiring mandatory language and/or a disclaimer within the paid political advertising.
7. Notwithstanding any of the foregoing, the Districts reserve full editorial rights to select, exclude, modify, add or delete material submitted for inclusion in Media, including the right to edit material relating to Political Issues, and the Districts additionally reserve the right to include a disclaimer in Media noting the LA CDD and LAII CDD does not endorse or support a particular candidate, party, measure or issue.

~~xvi-xvii.~~ PAVILION

1. Use of the Pavilion is by reservation only. Reservations can be made through the Amenities Manager's office.
 2. The Pavilion is furnished with tables, chairs, fans, electricity, and grills. If you are unsure how to operate the grills or need assistance with any equipment, please contact the Amenity Manager or Staff for instructions. No grills or smokers are allowed inside the pavilion.
 3. If, at any time, the equipment at the Pavilion fails to operate properly, please contact the Amenity Manager or Staff for assistance.
 4. Guests must be eighteen (18) years of age and older to operate the grills.
 5. Ensure that the Pavilion and surrounding area is clean and free from trash and debris following any function. Patron who reserves and holds a function at the pavilion and fails to clean up and return it to the condition in which it was obtained may be charged a clean-up fee by the Amenity Manager.
- 5-6. Room reservations are non-exclusive. At the amenity manager's discretion and depending upon scheduling availability, reservations for multiple groups may be booked at the same time in this room. When multiple group activities are scheduled, please be courteous of others.

~~xvii-xviii.~~ PET PARKS

1. Pet parks are open daily from sunrise to sunset. Specific times will vary based on the time of year.

2. The security staff will unlock and lock the gates daily.
3. ~~Both-All~~ pet play parks welcome all sized pets.
4. Pets must be kept on a leash until through the transition gates. Owners must carry a leash with them at all times.
5. Owners are liable for the actions and behavior of their pets at all times.
6. All pets must wear a collar with identification, current license, and rabies certification. All pets must have all required current vaccinations.
7. All pet waste must be cleaned up immediately by the owners and disposed of properly in the receptacles provided.
8. Aggressive or unruly pets must be leashed and removed from the parks immediately.
9. Pets in heat, displaying aggression or signs of illness or disease are prohibited from using the facility until the circumstances are corrected. This applies equally to pets with worms, fleas, or ticks.
10. All pet handlers must be at least eighteen (18) years of age.
11. No children are allowed in the parks without adult supervision.
12. Pets are not allowed to dig holes. Their owners are responsible for immediately stopping the digging and refilling any holes with soil.
13. At the first sign of aggression or if a pet becomes unruly and plays too rough, the pet must be leashed and removed from the pet park immediately and banned for the remainder of the day. This will also cause a verbal warning to be issued to the owner by the Amenity Manager.
14. In the event the pet harms, bites or fights another pet or an owner, the pet will be banned from visiting the parks while other pets are present for a period of thirty days.
15. If a second incident of harm, biting, or fighting occurs within a six (6) month period, the pet will be banned from the pet park for one (1) year.
- ~~15:16.~~ All pet toys should be picked up and removed when done.

~~xviii-xix.~~ PICKLEBALL

1. Pickleball courts can be reserved through the Amenity Manager. Non-reserved courts are available for ~~open~~ Open play ~~Play~~ on a first-come, first-served basis.
2. Use of a pickleball court is limited to one hour when others are waiting, unless the court is used pursuant to a reservation discussed above. Play may continue if no one is waiting.
3. If you find it necessary to “bump” other players when it is your turn to play:
 - a. Never attempt to enter someone else’s court before your reservation time.
 - b. Never enter the court or distract players while others are in the middle of a point or game.
 - c. Wait outside the entrance gate and politely inform the players that you have a reservation time.
 - d. Allow players to finish one more point, and then begin the player changeover for the court.
 - e. If you are bumped from a court and wish to continue play, please notify the office Staff and they will do their best to get you on the next available court.
4. Proper pickleball etiquette shall be adhered to at all times. The use of profanity or disruptive behavior is prohibited.

5. Proper court shoes and attire, as determined by the Amenity Manager, are required at all times while on the courts. Shirts must also be worn at all times.
6. Due to demand, there is a three (3) Guest limit per court. Guests must be accompanied by a Patron and properly registered.
7. No jumping over nets.
8. 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.
9. Court hazards or damages must be immediately reported to the Amenities Manager for repair.
10. No temporary or permanent boundary markers or lines may be placed on the courts, other than the existing lines, unless approved in advance by the Amenity Manager.
11. Beverages are permitted at the facility if they are contained in non-breakable containers with screw-top or sealed lids. No ~~food or~~ glass containers are permitted on the ~~tennis~~ courts.
12. No chairs, other than those provided by the District are permitted on the ~~pickleball~~ courts.
13. Lights at the pickleball facility must be turned off after use.

xix-xx. RESTAURANT

1. The Lake Ashton Clubhouse restaurant is open to Patrons and Non-Residents. Operating hours and menu are determined by the restaurant and are posted at the Clubhouse ~~and on~~ www.ashtonliving.net.
2. Proper attire must be worn at all times when in the restaurant or when seated on its patio; shoes and shirts are required.
3. All Patrons and Guests are also required to adhere to any posted Policy regarding the restaurant that has been approved by the Board of Supervisors.

xx-xxi. SHUFFLEBOARD

1. Shuffleboard equipment, if available, may be obtained from the Shuffleboard storage closet.
2. Appropriate dress is required on the court. Shirts and shoes are required at all times.
3. Pucks or sticks are not to be thrown.
4. No person or person(s) should walk on or across the Shuffleboard Court.
- ~~5.~~ Guests under eighteen (18) years of age may play if supervised by an adult Patron who understands the rules and regulations of the game.
- ~~6.~~ Beverages are permitted at the facility if they are contained in non-breakable containers with screw-top or sealed lids. No glass containers are permitted on the courts.
- ~~5-7.~~ Room reservations are non-exclusive. At the Amenity Manager’s discretion and depending upon scheduling availability, reservations for multiple groups may be booked at the same time in this room. When multiple group activities are scheduled, please be courteous of others.

xxi-xxii. SPAS

1. There is no lifeguard on duty. Patrons and Guests swim at their own risk and must adhere to swimming pool rules at all times.
2. Spas ~~are is~~ open during normal operating hours.
3. You must be thirteen (13) years of age ~~or older~~ to use the spa.
4. Children under the age of eighteen (18) must be accompanied by an adult.
5. Maximum capacity is seven (7) people.
- ~~6. No food or beverages are allowed within six (6) feet of the spa. No food or drink are allowed within the area of the wet pool deck (which is defined as the area within four (4) feet of the pool).~~
- ~~6. Beverages must be in non-breakable containers with a lid. Food and drinks are permitted outside the wet pool deck area. Glass containers are prohibited. Food and non-alcoholic beverages may be brought to the pool area for personal use.~~
- ~~7. Proper swim attire (no cutoffs) must be worn. Adults with bladder control issues or incontinence must wear appropriate waterproof attire.~~
- ~~8. Individuals with open sores should not use the spa.~~
- ~~9. The Amenity Manager will control whether swimming is permitted in inclement weather, and the spa facility may be closed or opened at their discretion. If the lightning alarm sounds, all Patrons must evacuate the spa immediately~~
- ~~7.10. Patrons must comply with posted signage in addition to the rules listed above.~~

~~xxii~~.xxiii. SWIMMING POOLS

1. The Swimming pool is open for free swim unless restricted due to the scheduling of swim lessons and aquatic/recreational programs approved by the Amenity Manager.
2. There is no lifeguard on duty. Patrons and Guests swim at their own risk and must adhere to swimming pool rules at all times.
3. All Patrons must present proper identification or Guest Passes when requested by Staff. As a rule, a Resident may allow up to four (4) Guests to the swimming pool areas.
4. Use of the swimming pools is permitted only during designated hours.
5. Pool and spa availability may be limited or rotated in order to facilitate maintenance of the facility and to maintain health code regulations.
6. Any person swimming during non-posted swimming hours will be subject to suspension and termination policy.
7. Guests under eighteen (18) years of age must be accompanied by an adult at all times
8. Proper swim attire (no cutoffs) must be worn in the pool.
9. 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.
10. Adults with bladder control issues or incontinence must wear appropriate waterproof attire.
11. The changing of diapers or clothes is not allowed poolside.
12. Showers are required before entering the pool.
13. No one shall pollute the pool. Anyone who pollutes the pool is liable for any costs incurred in treating and reopening the pool.
14. Loud, profane, or abusive language is absolutely prohibited; no physical or verbal abuse will be tolerated.

15. Diving is prohibited; no diving, jumping, pushing, running, throwing any item or other horseplay is allowed in the pool or on the pool deck area.
16. No pets (except service animals), bicycles, skateboards, roller blades, scooters and golf carts are permitted on the pool deck area.
17. ~~Personal audio devices~~Radios, ~~tape players, CD players, MP3 players~~ and televisions are not permitted unless they are ~~personal units~~ equipped with headphones or for scheduled activities ~~such as aqua fitness classes.~~
18. Play equipment, such as floats, rafts, snorkels, flotation devices and other recreational items must meet with Staff approval. Radio controlled water craft are not allowed at any time in the pool area. 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.
19. Pool entrances must be kept clear at all times.
20. No swinging on ladders, fences, or railings is allowed.
21. Pool furniture is not to be removed from the pool area.
22. No food or drink are allowed within the area of the wet pool deck (which is defined as the area within four (4) feet of the pool).
23. Food and drinks are permitted outside the wet pool deck area. Glass containers, ~~dishes, and drinking cups~~ are prohibited. Food and non-alcoholic beverages may be brought to the pool area for personal use.
24. No chewing gum is permitted in the pool or spa or on the surrounding deck areas.
25. The Districts are not responsible for lost or stolen items.
26. Chemicals used in the pool/spa may affect certain hair or fabric colors. The Districts are not responsible for these effects.
- ~~26-27. Individuals with open sores should not use the pool.~~
- ~~28. The Amenity Manager will control whether swimming is permitted in inclement weather, and the pool facility may be closed or opened at their discretion. While at the Clubhouse outdoor Pool, If the lightning alarm sounds, all Patrons must evacuate the pool immediately.~~
- ~~29. Patrons must comply with posted signage in addition to the rules listed above.~~
- ~~27. —~~

~~xxiii-xxiv.~~ TENNIS COURTS

1. Tennis courts can be reserved through the Amenity Manager. Non-reserved courts are available for ~~O~~open ~~P~~play on a first-come, first-served basis. Patrons desiring to use the tennis courts should check with Staff to verify availability. Use of a tennis court is limited to one and a half (1.5) hours when others are waiting, unless the court is used pursuant to a reservation discussed above. Play may continue if no one is waiting.
2. If you find it necessary to “bump” other players when it is your turn to play:
 - a. Never attempt to enter someone else’s court before your reservation time.
 - b. Never enter the court or distract players while others are in the middle of a point or game.
 - c. Wait outside the entrance gate and politely inform the players that you have a reservation time.

- d. Allow players to finish one more point, and then begin the player changeover for the court.
- e. If you are bumped from a court and wish to continue play, please notify the office Staff and they will do their best to get you on the next available court.
3. Proper tennis etiquette shall be adhered to at all times. The use of profanity or disruptive behavior is prohibited.
4. Proper tennis shoes and attire are required at all times while on the courts. Shirts must be worn at all times.
5. Guests are limited to three (3) to a single court. Guests under the age of eighteen (18) are not allowed to use the tennis facility unless accompanied by an adult Patron.
6. No jumping over nets.
7. 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.
8. Court hazards or damages of any type need to be reported to the Amenity Manager for repair.
9. Persons using the tennis facility must supply their own equipment (rackets, balls, etc.).
10. No temporary or permanent boundary markers or lines may be placed on the tennis courts, other than the existing tennis lines, unless approved in advance by the Amenity Manager.
11. Beverages are permitted at the tennis facility if they are contained in non-breakable containers with screw-top or sealed lids. No food or glass containers are permitted on the tennis courts.
12. No chairs, other than those provided by the District, are permitted on the Tennis Ccourts.
13. Lights at the tennis facility must be turned off after use.
14. A Spinshot tennis ball machine is available at the Clubhouse tennis facility. Use of the machine must be used in accordance with posted instructions. Training for the use of the equipment must occur prior to use and persons using this piece of equipment do so at their own risk.
- 14.15. Reservations are non-exclusive. At the Amenity Manager’s discretion and depending upon scheduling availability, reservations for multiple groups may be booked at the same time at this amenity. When multiple group activities are scheduled, please be courteous of others.

xxiv-xxv. WILDLIFE

1. When using the Amenity Facilities, including especially outdoor areas and open spaces, please adhere to the following guidelines in regards to non-domesticated animals (“Wildlife”):
 - i. Wildlife encountered within the Amenity Facilities should never be approached.
 - ii. Never leave small children unattended.
 - iii. Never feed wild animals, or leave food/garbage unattended.
 - iv. Wildlife are likely to be present in all natural waters or wetlands. Please take caution and be vigilant when close to such areas.
2. The Lake Ashton Community is a natural Wildlife habitat; therefore, exercise caution and vigilance at all times.
3. Please visit the Florida Fish and Wildlife Conservation Commission’s website for more information regarding interaction with Wildlife common to Florida, found here: <https://myfwc.com/conservation/you-conserve/wildlife/>

XII. 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 Districts 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, 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 Districts 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, utilization of the Golf Course, Pathways/Bridges, and/or Ponds (including but not limited to as a pedestrian or within a Golf Cart), or engagement in any contest, game, function, exercise, competition, sport, event, or other activity operated, organized, arranged or sponsored by the Districts, its contractors or third parties authorized by the Districts.

XIII. 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.

XIV. 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.

XV. OTHER RULES AND POLICIES

The Districts have also adopted other rules and policies governing the use of District property. Please contact the District Manager for copies of all such rules and policies

SECTION VI

*Closed Board
Discussion*