DURBIN CROSSING COMMUNITY DEVELOPMENT DISTRICT

POLICIES REGARDING DISTRICT AMENITY FACILITIES

DEFINITIONS

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

"North Durbin Amenity Facility" consists of the amenity building (offices and fitness center), pool, water play feature, tot lot, tennis and pickleball courts, basketball court, recreational field, parking lots, open space and other appurtenances or related improvements, all located in Durbin Crossing North.

"**South Durbin Amenity Facility**" consists of the amenity building (offices, social hall, and fitness center), pool, waterslide, children's pool, tot lot, tennis and pickleball courts, basketball courts, recreational field, parking lot, open space and other appurtenances or related improvements, all located in Durbin Crossing South.

"**Amenity Facilities**" shall collectively mean the North Durbin Amenity Facility and South Durbin Amenity Facility.

"Amenity Center Staff" shall mean the persons responsible for daily operation of the amenity center, including the General Manager, Field Operations Manager, Amenity Manager, lifeguards, facility attendants/monitors, maintenance personnel or any District employee.

"Amenity Facility Gated Area" shall mean all facilities within the gated boundaries of the clubhouse area and includes, but is not limited to, the social halls, fitness centers, tennis courts, and Pool Area.

"Amenity Manager" shall mean the individual(s) responsible for oversight of the Amenity Facilities and Amenity Center Staff.

"**Basketball Facilities**" shall mean the basketball courts located at the North Durbin Amenity Facility and the South Durbin Amenity Facility.

"**Board**" shall be defined as the District Board of Supervisors.

"**Community Use**" shall mean the use of designated Amenity Facilities by Patrons for social meetings or activities that are organized for the benefit and participation of Patrons and their guest(s), including, but not limited to, book clubs, gardening clubs, photography clubs, or other recurring clubs; games and card clubs such as mahjong, bridge, canasta, etc.; and similar not-for-profit social or recreational groups. Community Use social meetings or activities must: 1) be open and available to all Patrons, 2) not-for-profit, 3) free of charge to Patrons attending, and 4) limited to one meeting or activity per month for each group. Patrons ages 18 and older may reserve certain portions of the Amenity Facilities for Community Use. The use of any portion of the Amenity Facilities reserved for rental by a Patron for a private event, function, or gathering, shall not be eligible for Community Use, and shall be subject to the reservation requirements, deposits, fees, and all other Facility Rental Policies.

"District Property" shall mean all property owned by the District including, but not limited to, the Amenity Facilities, common areas, parking lots and ponds.

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

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

"**Patron**" shall be defined as persons or entities who own real property within the

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

"Pickleball Facilities" shall mean the pickleball courts located at the North Durbin Amenity Facility and the South Durbin Amenity Facility.

"**Policies**" shall mean these *Policies Regarding the District Amenity Facilities* and the *Procedure for Securing New Programming* attached hereto as Exhibit A.

"**Pool**" shall mean the swimming pool, waterslide and children's pool at the South Durbin Amenity Facility and the pool, waterslide and water play feature at the North Durbin Amenity Facility.

"**Pool Area**" shall collectively mean the Pool as well as any gazebos, adjacent pool decks, shade structures and other property or improvements within the fenced area surrounding the Pool.

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

"**Service Animals**" shall mean dogs or other pets trained to do work or perform tasks for an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disabilities

"**Tennis Facilities**" shall mean the tennis courts located at the North Durbin Amenity Facility and the South Durbin Amenity Facility.

GENERAL PROVISIONS

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

A Renter who is designated as the beneficial user of the owner's rights to use the Amenity Facilities shall be entitled to the same rights and privileges to use the Amenity Facilities as the owner. Renters shall obtain Facility Access Card(s) from the owner of the property at which the Renter resides and to whom the Facility Access Card(s) were issued. During the period when a Renter is designated as the beneficial user, the owner shall not be entitled to use of the Amenity Facilities. Owners shall be responsible for all charges incurred by their Renters which remain

unpaid after the customary billing and collection procedure established by the District. Owners are responsible for the deportment of their respective Renter. With the exception of Renters, persons or entities who do not own land within the District must pay the annual user fee applicable to non-residents in order to have the right to use the Amenity Facilities for one full year, which year begins from the date of receipt of payment by the District. This fee must be paid in full before the Non-Resident may use the Amenity Facilities.

In order to use the Amenity Facilities, a Patron and each member of the Patron's Family must be registered with the District and present their Facility Access Cards upon entering the Amenity Facilities.

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

Except as otherwise stated herein, the following policies govern the use of the Amenities Facilities:

(1) The annual user fee for the non-exclusive right to use the Amenity Facilities by a non-resident is Three Thousand Five Hundred Dollars ($3,500.00).

(2) Two Facility Access Cards will be issued to each Patron, with a maximum of four (4) active Facility Access Cards per Patron household at any time. There is a Twenty-Five Dollar ($25.00) charge to replace lost, damaged or stolen Facility Access Cards. No Patron should allow anyone else to use their Facility Access Card except as set forth herein.

(3) From Spring Break to Labor Day, a Patron household will be allocated twenty-four (24) guest passes for use of the Amenity Facilities, not including use of the Fitness Center. Once the Patron household has exhausted these twenty-four complimentary guest passes, additional guest passes are available for purchase at a rate of Five Dollars ($5) per guest pass.

(4) Patron households are limited to a maximum of five (5) Guests at any time.

(5) Patrons must remain with their Guest(s) for the duration of the Guest(s) visit to the Amenity Facilities. All Guests must sign in or register with the Amenity Center Staff prior to use of the Amenity Facilities.

(6) Guests are permitted in the Fitness Center on a fee-per-use basis. Patrons may bring no more than two (2) Guests per visit to the Fitness Center at the rate of $10.00 per day, per Guest. All Guests must sign a liability waiver prior to entering the Fitness Center.

(7) Children fourteen (14) years of age and under must be accompanied by an adult eighteen

(18) years of age or older while using the Amenity Facilities, unless utilizing a valid Youth Fitness Pass to enter the fitness facilities.

(8) Except where specified otherwise, the South Amenity Center Office hours of operation are as follows:

Tuesday – Sunday 10 a.m. – 6 p.m.
Closed Mondays.

(9) The Amenity Facilities will be closed on the following Holidays: Christmas Day, Thanksgiving Day, New Year's Day, and Easter. The Amenity Facilities will also close at noon on the day prior to the above listed Holidays.

(10) All rules, regulations, and hours of operation are subject to change at any time, at the sole discretion of the management.

(11) Alcoholic beverages shall not be served or sold, nor permitted to be consumed on the Amenity Facilities premises, or any portion of District Property with the exception of pre-approved special events, subject to the Facility Rental Policies below. Glass containers and other breakable items are prohibited on the Amenity Facilities premises and elsewhere on District Property except as set forth herein.

(12) Dogs or other pets (with the exception of Service Animals) are not permitted at the Amenity Facilities. Per St Johns County Ordinance Number 2001-19, dogs or cats, including Service Animals, must be leashed or harnessed at all times except as set forth herein.

(13) Vehicles must be parked in designated areas. Vehicles should not be parked on grass lawns, or in any way which blocks the normal flow of traffic, nor should vehicles be parked in common areas overnight.

(14) Fireworks of any kind are not permitted in the Amenity Facilities or on any portion of District Property.

(15) No Patron or Guest is allowed in the service areas of the Amenity Facilities.

(16) Various areas of the Amenity Facilities and District Property are under twenty-four (24) hour video/audio surveillance.

(17) These Policies may be modified from time to time when necessary, by:

(i) The Board at a publicly noticed Board meeting; or

(ii) The General Manager, Field Operations Manager or Amenity Manager, subject to Board ratification at the next publicly noticed Board meeting. The Board, Amenity Manager and Amenity Center Staff have full authority to enforce the District's Policies and rules.

(18) All Patrons must use their Facility Access Card for entrance to the Amenity Facilities. All lost or stolen Facility Access Cards should be reported immediately to the Amenity Center Staff.

(19) Smoking, electronic cigarettes and any vaping devices are not permitted on the Amenity Facilities premises or elsewhere on District Property.

(20) Barbeque, gas or charcoal grills are not permitted on District Property.

(21) Patrons and their Guests shall treat Amenity Center Staff and other Patrons and Guests with courtesy and respect.

(22) The Amenity Facilities do not offer childcare services to Patrons or Guests.

(23) Skateboarding is not allowed at the Amenity Facilities, including but not limited to the Tennis Facilities, Pickleball Facilities, Basketball Facilities, and parking lots.

(24) No vehicular traffic is allowed on District Property that does not have proper roadways established unless permission is provided by the District or local government.

(25) No person shall conduct any private class, lesson, or activity, including sports activities, in exchange for compensation (regardless of where, when or how the compensation is paid), or any organized group class, lesson or activity, including team sports activities, at the Amenity Facilities, unless such class, lesson or activity is conducted pursuant to a written agreement with the District or is provided by the contractor hired by the District to provide amenity management services, including its authorized subcontractors. Persons interested in conducting a class, lesson, or activity at the Amenity Facilities must submit a completed Recreational Programming Application to the Amenity Manager for consideration. Following approval of a Recreational Programming Application, a properly executed written agreement along with all documentation required therein must be received by the Amenity Manager prior to the commencement of any class, lesson or activity. Denial of a request to conduct a class, lesson or activity may be appealed to the Board.

(26) The District will charge Fifty Dollars ($50.00) for any check returned due to insufficient funds.

LOSS OR DESTRUCTION OF PROPERTY OR INSTANCES OF PERSONAL INJURY

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

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

Any Patron, Guest or other person who, in any manner, makes use of or accepts the use of any apparatus, appliance, facility, privilege or service whatsoever owned, leased or operated by the District or its contractors, or who engages in any contest, game, function, exercise, competition or other activity operated, organized, arranged or sponsored by the District, either on or off the Amenity Facilities premises, shall do so at his or her own risk, and shall hold the Amenity Facilities, the District, the Board, District employees, District representatives, District contractors, and District consultants, harmless for any and all loss, cost, claim, injury damage or liability sustained or incurred by him or her, resulting

therefrom and/or from any act of omission of the District, or their respective operators, Supervisors, employees, representatives, contractors, or agents.

Should any party bound by these Policies bring suit against the District, the Board, or District staff or consultants in connection with any event operated, organized, arranged or sponsored by the District or any other claim or matter in connection with any event operated, organized, arranged or sponsored by the District, and fail to obtain judgment therein against the District, the Board, or District staff or consultants, said party shall be liable to the District for all costs and expenses incurred by it in the defense of such suit (including court costs and attorney's fees through all appellate proceedings).

SERVICE ANIMAL POLICY

Dogs or other pets (with the exception of Service Animals) are not permitted within the Amenity Facilities, including but not limited to the Fitness Center, Pool, Tennis and Pickleball Facilities, and Basketball Facilities. A Service Animal must be kept under the control of its handler by leash or harness, unless doing so interferes with the Service Animal's work or tasks or the individual's disability prevents doing so. The District may remove the Service Animal under the following conditions:

- If the Service Animal is out of control and the handler does not take effective measures to control it;
- If the Service Animal is not housebroken; or,
- If the Service Animal's behavior poses a direct threat to the health and safety of others.

The District is prohibited from asking about the nature or extent of an individual's disability in order to determine whether an animal is a Service Animal or pet. However, the District may ask whether an animal is a Service Animal required because of a disability and what work or tasks the animal has been trained to perform.

GENERAL SWIMMING POOL RULES

(1) All Patrons must present their Access Card upon entry of the Pool Area. Guests must be accompanied by a Patron at all times, and both must sign in upon entry of the Amenity Center. At any given time, an adult Patron may accompany up to five (5) Guests per household at the Pool Area. Patrons and their Guests are limited to a maximum of two (2) vehicles at the Amenity Facilities.

(2) Lifeguards and Waterslide Attendants are on duty only at the South and North Amenity Facilities on a seasonal basis. Patrons and Guests who use the Pool do so at their own risk.

(3) Children fourteen (14) years of age and under must be accompanied and supervised by an adult eighteen (18) years of age or older in the Pool Area at all times. All children four years of age or younger, as well as all children who are unable to swim by themselves, must be supervised by and within arm's length of an adult at least eighteen (18) years of age at all times when on the pool deck or in the pool. All children, regardless of age, using inflatable armbands (i.e., water wings) or any approved Coast Guard flotation device must be supervised one-on-one by an adult who is in the water and within arm's length of the child.

Personal electronic music devices, such as radios, tablets, and speakers, are permitted with the use of headphones. All other electrical equipment is prohibited in the Pool Area.

(4) Swimming is permitted only during designated hours, as posted at the pool. Pool hours are seasonal and subject to change. Swimming after dusk is prohibited by the Florida Department of Health. The pool at the South Durbin Amenity Facility will be closed on Mondays (except for Memorial Day, Labor Day and, when applicable, July 4th). The pool at the North Durbin Amenity Facility will be closed on Tuesdays. Any person swimming when the Pool is closed may, in the sole discretion of the Board, be suspended from the Amenity Facilities.

(5) Showers are required before entering the Pool Area.

(6) Alcoholic beverages, glass containers and other breakable items are prohibited in the Pool Area.

(7) Play equipment such as floats, rafts, snorkels, dive sticks and flotation devices must meet with Amenity Center Staff approval prior to use. The Amenity Center Staff reserves the right to prohibit use of any play equipment especially during times of peak or scheduled activity at the swimming pool or if the equipment provides a safety concern or nuisance as determined by Amenity Center Staff. The following items are generally *allowed:* noodles, small/swim training kick boards, water wings, soft foam balls, and water guns intended for pool use. The following items are generally *prohibited:* large rafts and inflatable pool toys, boogie boards, hard toys and balls, mermaid tails, water guns not intended for pool use, and battery-operated toys. Radio/remote controlled watercraft are not allowed in the Pool.

(8) Swimming Pool availability may be changed without notice in order to facilitate maintenance of the Amenity Facilities or scheduled events.

(9) Pets (with the exception of Service Animals), bicycles, e-bikes, e-scooters, skateboards and e-skateboards, roller blades, scooters, items with wheels, basketballs, volleyballs, any regulation sporting equipment not made for pool use, and golf carts are not permitted on or within the Pool Area.

(10) Hanging or sitting on the lane lines, interfering with lap-swimming, unauthorized diving/jumping/flipping, running, pushing, wrestling, excessive splashing, spitting water, sitting or standing on shoulders, horseplay, or lewd acts are prohibited in the Pool Area.

(11) The District reserves the right to authorize all programs and activities, including the number of guest participants, equipment and supplies usage, etc., conducted at the pool, including swim lessons, aquatic/recreational programs and pool parties.

(12) The Pool Area is an all-ages, family environment; approved swimwear only is permitted in the Pool and Pool Area:

APPROVED ATTIRE: Articles made from non-absorbent, quick drying material, including the following: bathing suit, board shorts, rash guard, swim skirt, wetsuit, aqua socks.

EXCLUDED ATTIRE: Street Clothes, Jeans/Denim, Thong/Brazilian/Micro Bikinis.

(13) No chewing gum is permitted in the Pool Area.

(14) Changing of clothing or diapers is allowed in the restroom but is not permitted on the pool deck.

(15) No one shall pollute or contaminate the Pool. Any individual responsible for contamination of the Pool may be liable for any costs incurred in treating and reopening the Pool.

(16) Pool entrances must be kept clear at all times. Bicycles and scooters should be parked and locked in the bike racks outside the Amenity Facilities.

(17) Smoking and/or Vaping are not permitted in the Pool Area.

(18) Swinging on ladders, fences, gates or railings is prohibited.

(19) Pool furniture shall not be removed from the Pool Area, thrown into the Pool or otherwise disturbed.

(20) Loud, profane, or abusive language is prohibited in the Pool Area.

(21) Persons using the waterslide do so at their own risk. Rules for using the waterslide are posted.

(22) Children may ride the waterslide only if they demonstrate the ability to swim independently to the pool's edge, control their descent on the waterslide, and observe all rules. Children less than forty (40) inches tall are not permitted to ride the waterslide.

(23) Lingering in the waterslide drop zone is prohibited. Adults supervising children using the waterslide should remain to the side of the drop zone.

(24) Only one person may ride the waterslide at a time.

(25) Keep arms and hands inside flumes at all times.

(26) Goggles, sunglasses, prescription glasses, masks, shorts with snaps or rivets, or flotation devices, including water wings, may not be worn or used while on the waterslide.

(27) Pregnant women and persons with health conditions or back problems should not ride the waterslide.

(28) The slide may only be used during pool hours when Waterslide Attendants are on duty at the top and bottom of the waterslide.

(29) The water play feature at the North Durbin Amenity Facility is limited to children thirteen (13) years of age and under supervised by an adult. The water play feature at the North Durbin Amenity Facility is not monitored by lifeguards. Persons using the water play feature do so at their own risk.

(30) The children's pool at the South Durbin Amenity Facility is limited to children thirteen (13) years and under who must be supervised by an adult at least eighteen (18) years of age at all time for usage of the pool. The children's pool at the South Durbin Amenity Facility is

not monitored by lifeguards. Persons swimming in the children's pool do so at their own risk.

(31) Food and drink are not permitted within four (4) feet of the Pool.

(32) Wheeled or large family size coolers are prohibited in the Pool Area.

(33) The Amenity Center Staff may enforce a ten (10) minute safety break at the end of each hour during which all Patrons and Guests must exit the Pool.

SWIMMING POOL: THUNDERSTORM POLICY

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

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

SWIMMING POOL: FECES POLICY

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

If contamination occurs, the Pool may be closed for up to twelve (12) hours and the water will be chemically treated to kill the bacteria.

FITNESS CENTER POLICIES

The Fitness Center is an unattended facility and persons using the Fitness Center do so at their own risk. Amenity Center Staff is not present to provide personal training, exercise consultation, or first aid to Patrons or Guests. Persons interested in using the Fitness Center are encouraged to consult with a physician prior to commencing a fitness program.

(1) *Hours:* The Fitness Center is available for use by Patrons and Guests during the hours of 5:00 a.m. to 10:00 p.m.

(2) *Emergencies:* For all emergencies, call 911 immediately. All emergencies and injuries must also be reported to Amenity Center Staff as well as the District Manager at (904) 940-5850.

(3) *Eligible Users:* Patrons and Guests sixteen (16) years of age and older are permitted to use the Fitness Center during designated operating hours. Patrons and Guests twelve (12) to fifteen (15) years of age must be accompanied by an adult eighteen (18) years of age or older in order to use the Fitness Center. No children under twelve (12) years of age are permitted in the Fitness Center. Guests may use the Fitness Center if accompanied by an adult Patron eighteen (18) years of age or older, are properly registered, and pay the Guest fee(s). Proof of age must be provided upon request by Amenity Center Staff.

(4) Patrons who are fourteen (14) or fifteen (15) are eligible for a Youth Fitness Pass once the following conditions are met: *1.* The young person and their parent/guardian schedule and complete an orientation with an Amenity Center Manager to review the terms of the program and fitness center policy. *2.* Both the parent/guardian and the young person complete and sign applicable policy acknowledgements and waivers and update the young person's photo in the access control system. *3.*The young person is assigned an access card that allows them to be identified as a Youth Fitness pass holder every time they badge into the Amenity Center to use the Fitness Center. *4.* The parent/guardian and young person acknowledge that this is a provisional status and can be revoked if there are repeated policy violations.

(5) At any given time, a Patron may accompany up to two (2) Guests per household at the Fitness Center. A ten-dollar ($10) fee per Guest must be paid at the time of entry. Please note only cash or checks made payable to: Durbin Crossing CDD will be accepted.

(6) All Guests must sign a liability waiver before using the Fitness Center.

(7) *Proper Attire:* Appropriate clothing and footwear (covering the entire foot) must be worn at all times in the Fitness Center. Appropriate clothing includes t-shirts, shorts (no jeans), leotards, and/or sweat suits (no swimsuits). Patrons and/or their Guests may be asked to leave the Fitness Center in the event Amenity Center Staff determine their attire is in violation of this section.

(8) *Food and Beverage:* Food (including chewing gum), alcoholic beverages, glass containers and other breakable items are prohibited in the Fitness Center. Non-alcoholic beverages, however, are permitted in the Fitness Center if contained in non-breakable containers with screw top or sealed lids.

(9) *General Policies:*

- Private lessons or instruction, including but not limited to personal training or fitness/sports instruction, may not be conducted at the Fitness Center absent written approval from the Amenity Manager.
- Each individual is responsible for wiping off fitness equipment after use.
- Use of hand chalk in the Fitness Center is prohibited.
- Personal electronic music devices, such as radios, tablets, and speakers, are permitted with the use of headphones.
- Weights or other fitness equipment may not be removed from the Fitness Center.
- Please limit use of cardiovascular equipment to thirty (30) minutes.
- Talking on your cellphone while using Fitness Center equipment is prohibited.
- Step away from weight equipment between sets if other persons are waiting.

- Return all weights to their original location.
- Any fitness program operated, established and run by the District may have priority over other users of the Fitness Center.
- Wet bathing suits are not allowed in the Fitness Center.
- Skateboards, scooters, e-bikes and e-scooters, basketballs, bikes, and sporting equipment are not permitted in the Fitness Center.
- Strollers and infant carry seats are not allowed in the Fitness Center.
- Pets (with the exception of Service Animals) are prohibited in the Fitness Center.

BASKETBALL FACILITIES POLICIES

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

(1) *Eligible Users.* Patrons and Guests twelve (12) years of age and older are permitted to use the Basketball Facilities during designated operating hours. Children under twelve (12) years of age must be accompanied by an adult Patron eighteen (18) years of age or older in order to use the Basketball Facilities.

(2) *Hours.* The Basketball Facilities are available only during daylight hours and may not be used after dark.

(3) *Emergencies:* For all emergencies, call 911 immediately. All emergencies and injuries must also be reported to Amenity Center Staff as well as the District Manager at (904) 940-5850.

(4) *Proper Attire:* Proper athletic shoes and attire are required at all times while on the basketball courts. Black-soled or open-toe shoes are prohibited on the basketball courts.

(5) The basketball courts are available to Patrons on a first come, first serve basis. Each Patron and the Patron's Guests are limited to the use of one (1) basketball court when others are waiting.

(6) The Basketball Facilities are for recreational use by Patrons and their Guest(s) only. Private lessons or classes may not be conducted at the Basketball Facilities absent written approval from the Amenity Manager.

(7) Patron households are limited to a maximum of three (3) guests at any time

(8) *General Policies:*

- Proper basketball etiquette shall be adhered to at all times. The use of profanity or disruptive behavior is prohibited.
- Persons using the Basketball Facilities must supply their own basketballs.
- The Basketball Facilities are for the play of basketball only. Pets (with the exception of Service Animals), roller blades, bikes, e-bikes, e-scooters, skates, skateboards, scooters, any items with wheels, or golf carts are prohibited at the Basketball Facilities.
- Alcoholic beverages, glass containers and other breakable items are prohibited at the Basketball Facilities. Non-alcoholic beverages, however, are permitted on the

Basketball Facilities if contained in non-breakable containers with screw top or sealed lids.

- No chairs other than those provided by the District are permitted on the basketball courts.
- The courts must be left clean after use.

TENNIS FACILITIES POLICIES

The Tennis Facilities are unattended facilities and persons using the Tennis Facilities do so at their own risk. Persons interested in using the Tennis Facilities are encouraged to consult with a physician prior to use.

(1) *Eligible Users.* Patrons and Guests twelve (12) years of age and older are permitted to use the Tennis Facilities during designated operating hours. Children who are under twelve (12) years of age must be accompanied by an adult eighteen (18) years of age or older in order to use the Tennis Facilities.

(2) *Hours.* The tennis courts at the North Durbin Amenity Facility shall be available from sunrise until 9 p.m. daily. The tennis courts at the South Durbin Amenity Facility shall be available from sunrise until 10:00 p.m. daily.

(3) *Emergencies:* For all emergencies, call 911 immediately. All emergencies and injuries must also be reported to Amenity Center Staff as well as the District Manager at (904) 940-5850.

(4) *Proper Attire:* Proper tennis shoes and tennis attire are required at all times while using the tennis courts.

(5) Tennis court play should be suspended when courts are wet or during rainy conditions. Courts are considered wet when puddles or standing water is visible.

(6) The Tennis Facilities are available on a first come first served basis. Each Patron and the Patron's Guest(s) are limited to the use of one (1) tennis court when others are waiting. If others are waiting, restrict your singles play to one (1) hour and your doubles play to an hour and a half ($1\ ^1/_2$) .

(7) The Tennis Facilities are for recreational use by Patrons and their Guests only. Private lessons or classes may not be conducted at the Tennis Facilities absent written approval from the Amenity Manager.

(8) Patron households are limited to a maximum of three (3) guests at any time

(9) *General Policies:*

- Proper tennis etiquette shall be adhered to at all times. The use of profanity or disruptive behavior is prohibited.
- Persons using the Tennis Facilities must supply their own equipment (rackets, balls, etc.).

- The Tennis Facilities are for the play of tennis only. Pets (with the exception of Service Animals), roller blades, bikes, e-bikes, e-scooters, skates, skateboards, and scooters are prohibited from the Tennis Facilities.
- Alcoholic beverages, glass containers and other breakable items are prohibited at the Tennis Facilities. Non-alcoholic beverages, however, are permitted at the Tennis Facilities if contained in non-breakable containers with screw top or sealed lids.
- No chairs other than those provided by the District are permitted on the tennis courts.
- Lights at the Tennis Facilities must be turned off after use.
- Any tennis program operated, established, and run by the District may have priority over other users of the Tennis Facilities. Gates to the Tennis Facilities are NOT to be propped open at any time, under any circumstances.
- Approved and organized play is listed on the South Durbin Tennis Facility bulletin board. The board is located to your right as you enter through the gate, for your reference and planning purposes.

PICKLEBALL FACILITIES POLICIES

The Pickleball Facilities are unattended facilities and persons using the Pickleball Facilities do so at their own risk. Persons interested in using the Pickleball Facilities are encouraged to consult with a physician prior to use.

(1) *Eligible Users.* Patrons and Guests twelve (12) years of age and older are permitted to use the Pickleball Facilities during designated operating hours. Children who are under twelve (12) years of age must be accompanied by an adult eighteen (18) years of age or older in order to use the Pickleball Facilities.

(2) *Hours.* The pickleball courts at the North Durbin Amenity Facility shall be available from sunrise until 9 p.m. daily. The pickleball courts at the South Durbin Amenity Facility shall be available from sunrise until 10:00 p.m. daily.

(3) *Emergencies:* For all emergencies, call 911 immediately. All emergencies and injuries must also be reported to Amenity Center Staff as well as the District Manager at (904) 940-5850.

(4) *Proper Attire:* Proper shoes and attire are required at all times while using the pickleball courts.

(5) Pickleball court play should be suspended when courts are wet or during rainy conditions. Courts are considered wet when puddles or standing water is visible. The Pickleball Facilities are open play and utilize a paddle rack system when courts are fully occupied. Waiting players will place their paddle from left to right in the designated paddle racks. Court time is limited to 1 game to 11, winning by 2. Players will limit their warmup time to no more than 5 minutes. Players will exit the court after their game. To play again, players will place their paddle in the rack at the back of the queue.

(6) The Pickleball Facilities are for recreational use by Patrons and their Guests only. Private lessons or classes may not be conducted at the Pickleball Facilities absent written approval from the Amenity Manager.

(7) Patron households are limited to a maximum of three (3) guests at any time

- *General Policies:*
- Proper pickleball etiquette shall be adhered to at all times. The use of profanity or disruptive behavior is prohibited.
- Persons using the Pickleball Facilities must supply their own equipment (rackets, balls, etc.).
- The Pickleball Facilities are for the play of pickleball only. Pets (with the exception of Service Animals), roller blades, bikes, e-bikes, e-scooters, skates, skateboards, and scooters are prohibited from the Pickleball Facilities.
- Alcoholic beverages, glass containers and other breakable items are prohibited at the Pickleball Facilities. Non-alcoholic beverages, however, are permitted at the Pickleball Facilities if contained in non-breakable containers with screw top or sealed lids.
- No chairs other than those provided by the District are permitted on the pickleball courts.
- Lights at the Pickleball Facilities must be turned off after use.
- Any pickleball program operated, established, and run by the District may have priority over other users of the Pickleball Facilities.
- Gates to the Pickleball Facilities are NOT to be propped open at any time, under any circumstances.
- Approved and organized play is listed on the South Durbin Tennis/Pickleball Facility bulletin board. The board is located to your right as you enter through the gate, for your reference and planning purposes.

TOT LOTS/RECREATIONAL FIELDS POLICIES

The Tot Lots and Recreational Fields are unattended facilities and persons using the facilities do so at their own risk.

(1) *Hours*: The Tot Lots shall be available for use from dawn to dusk.

(2) Children under the age of eight (8) must be accompanied by an adult eighteen (18) years of age or older.

(3) Persons eleven (11) years and older are not permitted to play on or use the Tot Lots' equipment.

(4) Alcoholic beverages, glass containers and other breakable items are prohibited at the Tot Lots and Recreational Fields.

(5) The use of profanity or disruptive behavior, including roughhousing, is prohibited.

(6) Persons using the Tot Lots, pavilions located adjacent to the Tot Lots, or Recreational Fields must clean up any food, beverages and miscellaneous trash brought to the District Property.

(7) Use of the Tot Lots and Recreational Fields may be limited from time to time due to a District-sponsored event.

(8) Pets (with the exception of Service Animals) are prohibited from the Tot Lots and Recreational Fields.

FACILITY RENTAL POLICIES

Patrons, ages 18 and older, may reserve for rental certain portions of the Amenity Facilities for private events. The maximum guest limits referenced above shall not apply to guests attending a Patron-sponsored function at the Amenity Facilities. Except as set forth below, only one (1) room or portion of each Amenity Center Social Hall is available for rental on any given day and reservations may not be made more than six (6) months prior to the event. In addition, all rental reservations must be made at least two weeks in advance. Recurring events may be approved at the discretion of the Amenity Manager. Each Patron may rent a portion of the Amenity Facilities no more than four (4) times per calendar year. Patrons interested in doing so should contact the Amenity Center Staff regarding the anticipated date and time of the event to determine availability. Any event established and run by the District may have priority over other users. Please note that the Amenity Facilities are unavailable for Community Use or private events on the following holidays: New Year's Day, Easter Sunday, Memorial Day, 4th of July, Labor Day, Thanksgiving, Christmas Eve, Christmas Day, and New Year's Eve.

(1) *Available Facilities:* The following areas of the Amenity Facilities are available for private rental for up to four (4) total hours (including set-up and post-event cleanup), at the following room rental fees:

- South Durbin Facility Social Hall: *One Hundred Forty Dollars ($140.00)*
  [Capacity: 40 persons including Patrons, their Guest(s) and children over three (3) years old.]

- North and South Patios: *Forty Dollars ($40.00)*
  [Capacity: 25 persons including Patrons, their Guest(s) and children over three (3) years old.]

The South Social Hall and Patio may be rented together only during the off-season months from October through March. Such rental will require only one deposit but will be subject to the rental fee for both areas. The South Social Hall and Patio may be rented separately, however, the Patio and Social Hall cannot be rented simultaneously by two different parties. South Patio rentals will have access to the Patio and Kitchen areas as well as the swimming pool. North Patio rentals will have access to the Patio and swimming pool only. Any refrigerator use will be accessed and controlled by your Party Coordinator.

(2) The South Durbin Facility Social Hall and North and South Patios are available for Community Use for up to four (4) total hours (including set-up and post-event cleanup). Rental fees shall be waived for Community Use of the aforementioned facilities; however, a refundable damage deposit in the amount of Five Hundred Dollars ($500.00) shall be required.

(3) The Pool Areas of the Amenity Facilities are not available for private rental and shall remain open to other Patrons and their Guests during normal operating hours.

(4) The Patron renting any portion of the Amenity Facilities, including for Community Use, shall be responsible for any and all damage and expenses arising from their event.

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

(6) *Staffing / Party Coordinator:* South Social Hall or off-season (October – March) North Patio parties will require a Party Coordinator at a rate of one hundred dollars ($100) per event. Checks or money orders shall be payable to Vesta Property Services, Inc. Upon completion of the event, the Party Coordinator shall conduct an assessment and make a recommendation to the District as to whether or not the District should retain all or part of any deposit.

(7) *Deposit:* A deposit in the amount of Five Hundred Dollars ($500.00) is required at the time the reservation is approved. Deposits must be in the form of check payable to the District. To receive a full refund of the deposit or a release of held funds, the renter must comply with all Policies and the terms of the Facility Use Application as well as ensure the following:

- Remove all garbage and place in the dumpster.
- Remove all displays, favors or remnants of the event.
- Restore the furniture and other items to their original position.
- Wipe off counters, tabletops and sink area.
- Replace garbage liner.
- Sweep pool decks or Social Hall floors, as applicable
- Clean out and wipe down the refrigerator, and microwave, if used.

The last event of the day must be finished, including post-event cleanup, by 9:30 p.m. Any event that exceeds the rental time frame, fails to conduct post-event cleanup, or violates the Policies will forfeit all or a part of their deposit. The Amenity Manager shall determine the amount of deposit to return, if any.

(8) *Alcohol Policies:* Patrons intending to serve alcohol at a rented facility must so indicate on the Facility Use Application. Any Patron who does not so indicate at the time the Facility Use Application is submitted shall not be permitted to serve alcohol.

- Event Liability insurance coverage in the amount of One Million Dollars ($1.000,000) will be required for all events that are approved to serve alcoholic beverages. The District, the Board, and District staff and consultants are to be named on these policies as additional insureds.

- Patrons serving alcohol agree to indemnify and hold harmless the District, Amenity Services Group and their Supervisors, officers, directors, consultants and staff from any and all liability, claims, actions, suits, or demands by any person, corporation or other entity, for injuries, death property damage of any nature, arising out of, or in connection with the service of alcohol. Patrons agree that such indemnification shall not constitute or be construed as a waiver of the District's sovereign immunity granted pursuant to Section 768.28, Fla. Stat.
- Patrons must hire a certified bartender to dispense alcohol. Patrons and their guests must be at least twenty-one (21) years of age to be served alcohol. Patrons and their guests must present valid picture identification at the request of the Amenity Manager.
- Alcohol served on the premises must be consumed on the premises.
- The District reserves the right to ask intoxicated persons to leave the Amenities Facilities or District property.

(9) *General Policies:*

- No decorations may be affixed to the walls, doors or any fixtures.
- The volume of live or recorded music must not violate applicable St. Johns County noise ordinances or unreasonably interfere with residents' enjoyment of their homes. All music content must be appropriate for all ages.
- Alcoholic beverages, glass containers and other breakable items are prohibited in or around the pool deck.
- Event Liability coverage may be required, even in the absence of alcohol service, on a case by case basis in the sole discretion of the Board.
- Pets (with the exception of Service Animals) are prohibited from any and all rented facilities.
- Rentals of the Amenity Facilities does not include any party supplies such as paper plates, coffee cups, silverware, aluminum foil, storage bags, etc.
- Patrons are responsible for ensuring that their guests adhere to these Policies.

(10) *Third Party Vendors:*

- Any use of a third-party vendor (Magician, DJ, Face Painter, or Balloon Artist, etc.) on any portion of District Property must be approved by the Amenity Manager. If approved, liability insurance coverage in the amount of One Million Dollars ($1.000,000) listing the District as an additional insured will be required and on file with the Amenity Office a minimum of two (2) weeks prior to the event. Denial of a request for a third-party vendor may be appealed to the Board.

- Game trucks, bounce houses, inflatables, or smoke/fog machines, are prohibited on all District Property.

SUSPENSION AND TERMINATION OF PRIVILEGES

(1) **Introduction.** This rule addresses disciplinary and enforcement matters relating to the use of the Amenity Facilities and other properties owned and managed by the District ("District Property").

(2) **General Rule.** All persons using the Amenity Facilities and entering District Property are responsible for compliance with the rules and policies established for the safe operations of the Amenity Facilities and District Property.

(3) **Facility Access Cards.** Facility Access Cards are the property of the District. The District may request surrender of, or may deactivate, a person's Facility Access Card for violation of the District's rules and policies established for the safe operations of the Amenity Facilities and District Property.

(4) **Suspension and Termination of Rights.** The District shall have the right to restrict, suspend, or terminate the amenity access privileges of any person and members of their household to use all or a portion of the Amenity Facilities and District Property for any of the following acts (each, a "Violation"):

a. Submitting false information on any application for use of the Amenity Facilities, including but not limited to facility rental applications;

b. Failing to abide by the terms of rental applications;

c. Permitting the unauthorized use of a Facility Access Card or otherwise facilitates or allows unauthorized use of the Amenity Facilities;

d. Exhibiting inappropriate behavior or repeatedly wearing inappropriate attire;

e. Failing to pay amounts owed to the District in a proper and timely manner (with the exception of special assessments);

f. Failing to abide by any District rules or policies (e.g., "Policies Regarding District Amenity Facilities");

g. Treating the District's staff, contractors, representatives, residents, landowners, Patrons or Guests, in a harassing or abusive manner;

h. Damaging, destroying, rendering inoperable or interfering with the operation of District Property, or other property located on District Property;

i. Failing to reimburse the District for property damaged by such person, or a minor for whom the person has charge, or a Guest;

j. Engaging in conduct that is likely to endanger the health, safety, or welfare of the District, its staff, contractors, representatives, residents, landowners, Patrons, or Guests;

k. Committing or is alleged, in good faith, to have committed a crime on or off District Property that leads the District to reasonably believe the health, safety or welfare of the District, its staff, contractors, representatives, residents, landowners, Patrons, or Guests is likely endangered;

l. Engaging in another Violation after a verbal warning has been given by staff (which verbal warning is not required); or

m. Such person's Guest or a member of their household commits any of the above Violations.

Termination of access to the Amenity Facilities and/or District Property shall only be considered and implemented by the Board in situations that pose a long term or continuing threat to the health, safety and/or welfare of the District, its staff, contractors, representatives, residents, landowners, Patrons, or Guests. The Board, in its sole discretion and upon motion of any Board member, may vote to rescind a termination of Amenity access.

(5) **Administrative Reimbursement.** The Board may in its discretion require payment of an administrative reimbursement of up to Five Hundred Dollars ($500) in order to offset the

legal and/or administrative expenses incurred by the District as a result of a Violation ("Administrative Reimbursement"). Such Administrative Reimbursement shall be in addition to any suspension or termination of Amenity Facilities or District Property access, any applicable legal action warranted by the circumstances, and/or any Property Damage Reimbursement (defined below).

(6) **Property Damage Reimbursement.** If damage to District Property occurred in connection with a Violation, the person or persons who caused the damage, or the person whose Guest caused the damage, or the person who has charge of a minor that caused the damage, shall reimburse the District for the costs of cleaning, repairing, and/or replacing the property ("Property Damage Reimbursement"). Such Property Damage Reimbursement shall be in addition to any suspension or termination of Amenity Facilities or District Property access, any applicable legal action warranted by the circumstances, and/or any Administrative Reimbursement.

(7) **Removal from Amenity Facilities and District Property.** The District Manager, General Manager, Amenity Manager and onsite staff each have the independent ability to remove any person from the Amenity Facilities and District Property if a Violation occurs, or if in his or her discretion, it is in the District's best interest to do so.

(8) **Initial Suspension from Amenity Facilities and District Property.** The District Manager, General Manager, Amenity Manager or his or her designee may at any time restrict or suspend for cause or causes, including but not limited to a Violation, any person's access to the Amenity Facilities and District Property until a date not later than the next regularly scheduled meeting date of the Board that is scheduled to occur at least twenty-one (21) days after the date of initial suspension. In the event of such a suspension, the District Manager or his or her designee shall mail a letter to the person suspended referencing the conduct at issue, the sections of the District's rules and policies violated, the time, date, and location of the next regular Board meeting where the person's suspension will be presented to the Board, and a statement that the person has a right to appear before the Board and offer testimony and evidence why the suspension should be lifted. If the person is a minor, the letter shall be sent to the adults at the address within the community where the minor resides.

(9) **Hearing by the Board; Administrative Reimbursement; Property Damage Reimbursement.**

a. At the Board meeting referenced in the letter sent under Section 8 above, or as soon thereafter as a Board meeting is held if the meeting referenced in the letter is canceled, a hearing shall be held at which both District staff and the person subject to the suspension shall be given the opportunity to appear, present testimony and evidence, cross examine witnesses present, and make arguments. The Board may also ask questions of District staff, the person subject to the suspension, and witnesses present. All persons are entitled to be represented by a licensed Florida attorney at such hearing.

b. After the presentations by District staff and the person subject to the suspension, the Board shall consider the facts and circumstances and determine whether to lift or extend the suspension or impose a termination. In determining the length of any suspension, or a termination, the Board shall consider the nature of the conduct, the

circumstances of the conduct, the number of rules or policies violated, the person's escalation or de-escalation of the situation, and any prior Violations and/or suspensions

c. The Board shall also determine whether an Administrative Reimbursement is warranted and, if so, set the amount of such Administrative Reimbursement.

d. The Board shall also determine whether a Property Damage Reimbursement is warranted and, if so, set the amount of such Property Damage Reimbursement. If the cost to clean, repair and/or replace the property is not yet available, the Property Damage Reimbursement shall be fixed at the next regularly scheduled Board meeting after the cost to clean, repair, and/or replace the property is known.

e. After the conclusion of the hearing, the District Manager shall mail a letter to the person suspended identifying the Board's determination at such hearing.

(10) **Suspension by the Board.** The Board on its own initiative acting at a noticed public meeting may elect to consider a suspension of a person's access for committing any of the Violations outlined in Section 4. In such circumstance, a letter shall be sent to the person suspended which contains all the information required by Section 8, and the hearing shall be conducted in accordance with Section 9.

(11) **Automatic Extension of Suspension for Non-Payment.** Unless there is an affirmative vote of the Board otherwise, no suspension or termination will be lifted or expire until all Administrative Reimbursements and Property Damage Reimbursements have been paid to the District. If an Administrative Reimbursement or Property Damage Reimbursement is not paid by its due date, the District reserves the right to request surrender of, or deactivate, all Facility Access Cards associated with an address within the District until such time as the outstanding amounts are paid.

(12) **Appeal of Board Suspension.** After the hearing held by the Board required by Section 9, a person subject to a suspension or termination may appeal the suspension or termination, or the assessment or amount of an Administrative Reimbursement or Property Damage Reimbursement, to the Board by filing a written request for an appeal ("Appeal Request"). The filing of an Appeal Request shall not result in the stay of the suspension or termination. The Appeal Request shall be filed within thirty (30) calendar days after mailing of the notice of the Board's determination as required by Section 9(e), above. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt by the District. Failure to file an Appeal Request shall constitute a waiver of all rights to protest the District's suspension or termination, and shall constitute a failure to exhaust administrative remedies. The District shall consider the appeal at a Board meeting and shall provide reasonable notice to the person of the Board meeting where the appeal will be considered. At the appeal stage, no new evidence shall be offered or considered. Instead, the appeal is an opportunity for the person subject to the suspension or termination to argue, based on the evidence elicited at the hearing, why the suspension or termination should be reduced or vacated. The Board may take any action deemed by it in its sole discretion to be appropriate under the circumstances, including affirming, overturning, or otherwise modifying the suspension or termination. The Board's decision on appeal shall be final.

(13) **Legal Action; Criminal Prosecution; Trespass.** If any person is found to have committed a Violation, such person may additionally be subject to arrest for trespassing or other applicable legal action, civil or criminal in nature. If a person subject to a suspension or termination is found at the Amenity Facilities, such Person will be subject to arrest for trespassing. If a

trespass warrant is issued to a person by a law enforcement agency, the District has no obligation to seek a withdrawal or termination of the trespass warrant even though the issuance of the trespass warrant may effectively prevent a person from using the District's Amenity Facilities after expiration of a suspension imposed by the District.

(14) **Sexual Offenders.** Any individual registered as a "Sexual Offender" as defined in Section 943.0435, Florida Statutes or as a "Sexual Predator" as defined in Section 775.21, Florida Statutes, shall not be permitted to access the Durbin Crossing Amenities, as defined herein. District staff shall not grant Facility Access Cards to individuals who are registered as Sexual Offenders or Sexual Predators and shall immediately deactivate any Facility Access Cards which may have been granted to an individual who is registered as a Sexual Offender or Sexual Predator.

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

The above Polices were amended and adopted by the Durbin Crossing Community Development District Board of Supervisors this 26thth day of October, 2026.