

COLBERT LANDINGS COMMUNITY DEVELOPMENT DISTRICT

AMENITY POLICIES AND RATES **Adopted August 7, 2025¹**

¹ LAW IMPLEMENTED: SS. 190.011, 190.035, FLA. STAT. (2025); In accordance with Chapter 190 of the Florida Statutes, and on August 7, 2025, at a duly noticed public meeting and after a duly noticed public hearing, the Board of Supervisors of the Colbert Landings Community Development District adopted the following rules, policies and rates governing the operation of the District's facilities and services.

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DEFINITIONS

“Amenities” or “Amenity Facilities”– means the properties and areas owned by the District and intended for recreational use and shall include, but not specifically be limited to the swimming pool, pool deck, cabana, playground, tot lot, pickleball courts, and walking trails, together with their appurtenant facilities and areas.

“Amenity Policies” or “Policies” and “Amenity Rates” – means these Amenity Policies and Rates of the Colbert Landings Community Development District, as amended from time to time. The Board of Supervisors reserves the right to amend or modify these Policies, as necessary and convenient, in their sole and absolute discretion, and will notify Patrons of any changes. Patrons may obtain the currently effective Policies from the District Manager’s Office. The Board of Supervisors and District Staff shall have full authority to enforce the Amenity Policies.

“Amenity Manager” – means the District Manager or that person or firm so designated by the District’s Board of Supervisors, including their employees.

“Amenity Rates” – means those rates and fees established by the District Board of Supervisors as provided in **Exhibit A** attached hereto.

“Key Fob” – means an electronic Key Fob issued by the District Manager to each Patron (as defined herein) to access the Amenity Facilities.

“Board of Supervisors” or “Board” – means the Board of Supervisors of the District.

“District” – means the Colbert Landings Community Development District.

“District Staff” – means the professional management company with which the District has contracted to provide management services to the District, the Amenity Manager, and District Counsel.

“Guest” – means any person or persons, other than a Patron, who are expressly authorized by the District to use the Amenities or invited for a specific time period and purpose by a Patron to use the Amenities.

“Homeowners Association” or “HOA” or “POA” – means an entity or entities, including its/their employees and agents, which may have jurisdiction over lands located within the District, either now or in the future, which may exist to aid in the enforcement of deed restrictions and covenants applicable to lands within the District.

“Household” – means a residential unit or a group of individuals residing within a Patron’s home. This does not include visiting friends, guests, relatives or extended family not permanently residing in the home. Upon the District’s request, proof of residency may be required by driver’s license or state or federal issued form of identification, including a signed affidavit of residency.

“Lakes” – shall mean those water management and control facilities within the District, including but not limited to stormwater management facilities and ponds.

“Non-Resident” – means any person who does not own property within the District.

“Non-Resident Patron” – means any person or Household not owning property in the District who paid the Annual User Fee to the District for use of all Amenity Facilities.

“Non-Resident User Fee” or “Annual User Fee” – means the fee established by the District for any person that is not a Resident and wishes to become a Non-Resident Patron. The amount of the Annual User Fee is set forth herein, and that amount is subject to change based on Board action. Payment of the Annual User Fee entitles the person and their Household full access to the Amenities.

“Patron” – means Residents, Non-Resident Patrons, and Renters who have been assigned Resident’s Rights and Privileges through execution of the “Assignment of Amenity Rights and Privileges” form.

“Renter” – means a tenant, occupant or an individual maintaining his or her residence in a home located within the District pursuant to a valid rental or lease agreement. Proof of valid rental or lease agreement shall be required. Renters shall have Patron rights only upon execution of the “Assignment of Amenity Rights and Privileges” form.

“Resident” – means any person or Household owning property within the District.

The words “hereof,” “herein,” “hereto,” “hereby,” “hereinafter” and “hereunder” and variations thereof refer to the entire Amenity Policies and Rates.

All words, terms and defined terms herein importing the singular number shall, where the context requires, import the plural number and vice versa.

AMENITIES ACCESS AND USAGE

- (1) **General.** Only Patrons have the right to use the Amenities; provided, however, that certain community programming 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, including adherence to these Amenity Policies and execution of waivers and hold harmless agreements, as may be applicable.
- (2) **USE AT YOUR OWN RISK. ALL PERSONS USING THE AMENITIES DO SO AT THEIR OWN RISK AND AGREE TO ABIDE BY THE AMENITY POLICIES WHICH MAY BE AMENDED FROM TIME TO TIME IN THE DISTRICT'S SOLE DISCRETION. ALL PERSONS USING THE AMENITIES ACKNOWLEDGE THEY HAVE BEEN PROVIDED ACCESS TO, THE OPPORTUNITY TO READ, AND HAVE RECEIVED A COPY OF THE MOST RECENT POLICIES. THE DISTRICT SHALL ASSUME NO RESPONSIBILITY AND SHALL NOT BE LIABLE FOR ANY INCIDENTS, ACCIDENTS, PERSONAL INJURY, DEATH, DAMAGE TO OR LOSS OF PROPERTY ARISING FROM THE USE OF THE AMENITIES OR FROM THE ACTS, OMISSIONS OR NEGLIGENCE OF OTHER PERSONS USING THE AMENITIES. THE DISTRICT DOES NOT PROVIDE SECURITY SERVICES OR SUPERVISION WITH RESPECT TO THE USE OF THE AMENITIES, AND THERE ARE INHERENT RISKS IN THE USE OF THE AMENITIES – E.G., USE MAY RESULT IN SERIOUS BODILY INJURY OR EVEN DEATH. PATRONS ARE RESPONSIBLE FOR THEIR ACTIONS AND ACTIONS OF THEIR GUESTS. PARENTS AND LEGAL GUARDIANS ARE RESPONSIBLE FOR THEIR MINOR CHILDREN WHO USE THE AMENITIES AND PATRONS WILL BE HELD ACCOUNTABLE FOR THEIR ACTIONS. VIOLATION OF ONE OR MORE OF THE POLICIES STATED HEREIN MAY RESULT IN WARNINGS, SUSPENSION OR TERMINATION OF AMENITY PRIVILEGES. THE DISTRICT WILL PROSECUTE ILLEGAL ACTIVITY TO THE FULL FORCE OF THE LAW.**
- (3) **Resident Access and Usage.** Residents are permitted to access and use the Amenities in accordance with the Policies set forth herein and are not responsible for paying the Non-Resident User Fee set forth herein. In order to fund the operation, maintenance and preservation of the facilities, projects and services of the District, the District levies operation and maintenance special assessments ("O&M Assessments") payable by property owners within the District, in accordance with the District's annual budget and assessment resolutions adopted each fiscal year and may additionally levy debt service assessments payable by property owners to repay debt used to finance public improvements. Residents acknowledge that payment of O&M Assessments and debt service special assessments is mandatory under Florida law and independent of amenity access privileges, and no refunds shall be provided due to amenity closure or suspension of privileges. Residents must complete the "Amenity Access Registration Form" prior to access or use of the Amenities, attached hereto as **Exhibit B**, and each Household shall receive two Key Fobs. Each household may purchase up to a maximum of four Key Fobs per Household.
- (4) **Non-Resident Patron Access and Usage.** A Non-Resident Patron must pay the Non-Resident User Fee to have the right to use the Amenities for one full year, which year begins from the date of receipt of payment to the District. This Non-Resident User Fee must be paid in full before the Non-Resident may use the Amenities. Each subsequent Annual Non-Resident User Fee shall be paid in full on the anniversary date of application. Annual Non-Resident User Fees may be renewed no more than thirty (30) days in advance of the date of expiration and for no more than one calendar year. Multi-year memberships are not available. The Annual Non-Resident User Fee is nonrefundable and nontransferable. Non-Resident Patrons must complete the Amenity Facilities Access Registration Form prior to access or use of the Amenities.
- (5) **Guest Access and Usage.** Each Household is entitled to bring four (4) persons as Guests to the Amenities at one time. District Staff shall be authorized to verify and enforce the authorized number of Guests. A

Patron may accompany its Guests during its Guests' use of the Amenities and in every event is responsible for all actions, omissions and negligence of such Guests, including Guests' adherence or failure to adhere to the Amenity Policies. Violation of these Amenity Policies by a Guest may result in suspension or termination of the Patron's Amenity privileges. Exceeding the authorized number of Guests specified above shall be grounds for suspension or termination of a Household's access and usage privileges.

- (6) **Renter's Privileges.** Residents who rent or lease residential units in the District shall have the right to designate the Renter of a residential unit as the beneficial users of the Resident's privileges to use the Amenities, subject to requirements stated herein.

Resident shall provide written notice to the District Manager using the "Assignment of Amenity Rights and Privileges" form (**Exhibit C**), designating and identifying the Renter who shall hold the beneficial usage rights. Such notice must include (1) a copy of the executed lease agreement, (2) contact information for both Resident and Renter, and (3) acknowledgment that Resident remains ultimately responsible for any damages or violations by Renter. Upon notice, Resident may be required to pay any applicable fee before his or her Renter receives the Key Fob, or this fee may not be imposed by the District. Renter's Key Fob shall expire at the end of the lease term and may be reactivated upon provision of proof of residency.

Renter, who is designated by a Resident as the beneficial user of the Resident's rights to use the Amenities shall be entitled to the same rights and privileges to use the Amenities as the Resident, subject to all Amenity Policies. During the period when a Renter is designated as the beneficial user, the Resident shall not be entitled to use the Amenities. In other words, Renter's and Resident's cannot simultaneously hold Amenity privileges associated with that residential unit. Residents may retain their Amenities rights in lieu of granting them to their Renters.

Residents shall be responsible for all charges incurred by their Renters which remain unpaid after the customary billing and collection procedures established by the District. Residents are responsible for the deportment of their respective Renter, including the Renter's adherence to the Amenity Policies.

- (7) **Key Fobs.** Key Fobs will be issued to each Household upon notification of the District with sufficient proof of closing on a unit within the District, or upon approval of Non-Resident Patron application and payment of applicable Annual User Fee, or upon verification and approval of Renter designation. Proof of property ownership shall be required annually through submission of a deed, property tax bill, or other documentation acceptable to the District. All Patrons must use their Key Fob for entrance to the Amenities. A maximum of two (2) Key Fobs will be issued per Household, with the option of purchasing up to four (4) per Household, subject to the District's discretion to modify this policy based on demonstrated need and circumstances.

All Patrons must use the Key Fob issued to their Household for entrance to the Amenity Facilities. Each Household will be issued two (2) initial Key Fobs free of charge. Replacement Key Fobs may be purchased in accordance with the Amenity Rates then in effect.

Patrons must scan their Key Fobs in the card reader to gain access to the Amenities. This Key Fob system provides a security and safety measure for Patrons and protects the Amenities from non-Patron entry. Under no circumstances shall a Patron provide their Key Fob to another person, whether Patron or non-Patron, to allow access to the Amenities, and under no circumstances shall a Patron intentionally leave doors, gates, or other entrance barriers open to allow entry by non-Patrons.

Key Fobs are the property of the District and are non-transferable except in accordance with the District's Amenity Policies. All lost or stolen cards must be reported immediately to District Staff. Fees shall apply to replace any lost or stolen cards. Patrons are responsible for notifying the District immediately if a Key Fob is lost or stolen. The lost or stolen Key Fob will be immediately deactivated. Patrons are also responsible for notifying the District when they sell their home. Each Patron shall be responsible for the actions of those individuals using the Patron's Key Fob unless said Key Fob is reported as being lost or stolen.

GENERAL AMENITY POLICIES

- (1) **Hours of Operation.** All hours of operation of the Amenities will be established and published by the District on its website and/or posted at the applicable facility. The District may restrict access or close some or all of the Amenities due to inclement weather, for purposes of providing a community activity, for making improvements, for conducting maintenance, or for other purposes as circumstances may arise. Any programs or activities of the District may have priority over other users of the Amenities. Unless otherwise posted on the website, set forth in this policy, or at the applicable facility, all outdoor Amenities are open only from dawn until dusk (unless herein otherwise noted). No Patron is allowed in the service areas of the Amenities.
- (2) **General Usage Guidelines.** The following guidelines supplement specific provisions of the Amenity Policies and are generally applicable and shall govern the access and use of the Amenities:
 - (a) **Registration and Key Fobs.** Each Patron must scan a Key Fob in order to access the Amenities and must have his or her assigned Key Fob in their possession and available for inspection upon District Staff's request. Key Fobs are only to be used by the Patron to whom they are issued. In the case of Guests, Guests should be accompanied by a Patron possessing a valid Key Fob at all times or such Guest will be subject to confirmation of right to access the Amenities by District Staff.
 - (b) **Attire.** With the exception of the pool and wet areas where bathing suits are permitted, Patrons and Guests must be properly attired with shirts and shoes to use the Amenities for its intended use. Bathing suits and wet feet are not allowed indoors with the exception of the bathrooms appurtenant to the pool area.
 - (c) **Food and Drink.** Food and drink will be limited to designated areas only. No glass containers of any type are permitted at any of the Amenities. All persons using any of the Amenities must keep the area clean by properly disposing of trash or debris.
 - (d) **Parking and Vehicles.** Vehicles must be parked in designated areas. Vehicles should not be parked on grass lawns, pond banks, roadsides, or in any way which blocks the normal flow of traffic. During special events, alternative parking arrangements may be authorized but only as directed by District Staff. Off-road bikes/vehicles (including ATVs), golf carts and other electric vehicles are prohibited on all property owned, maintained and operated by the District or at any of the Amenities within District unless they are owned by the District.
 - (e) **Fireworks / Flames.** Fireworks or open flames of any kind are not permitted anywhere on District owned property or adjacent areas.
 - (f) **Skateboards, Etc.** Bicycles, scooters, skateboards or rollerblades are not permitted on Amenity property which includes, but is not limited to, the amenity parking lot, pool area, tot lot, and sidewalks surrounding these areas.
 - (g) **Grills.** Personal barbeque grills are not permitted at the Amenities or on any other District owned property.
 - (h) **Firearms.** The possession and use of firearms shall be in strict accordance with Florida law, including but not limited to Section 790.06 and Section 790.25, Florida Statutes, as may be amended. Concealed carry permit holders must comply with all applicable state regulations. The District reserves the right to establish additional reasonable restrictions on firearm possession in accordance with applicable law.
 - (i) **Equipment.** All District equipment, furniture and other tangible property must be returned in good condition after use. Patrons and Guests are encouraged to notify District Staff if such items need repair, maintenance or cleaning.
 - (j) **Littering.** Patrons and Guests are responsible for cleaning up after themselves and helping to keep the Amenities clean at all times.

- (k) **Bounce Houses and Other Structures.** Bounce houses and similar apparatus are prohibited.
- (l) **Excessive Noise.** Excessive noise that will disturb other Patrons and Guests is not permitted, including but not limited to use of cellular phones and speakers of any kind that amplify sound.
- (m) **Lost or Stolen Property.** The District assumes no responsibility for personal belongings that are lost, stolen, or damaged while using the Amenities, except where such loss is directly caused by the District's gross negligence or willful misconduct, subject to the limitations and immunities provided by Florida law, including but not limited to Section 768.28, Florida Statutes. The Amenity Manager is not permitted to hold valuables or bags for Patrons or Guests. All found items should be turned into the Amenity Manager for storage in the lost and found, if one is available. Items will be stored in the lost and found for two weeks after which District Staff shall dispose of such items in such manner as determined in its sole discretion; provided, however, that District Staff shall not be permitted to keep such items personally or to give such items to a Patron not otherwise claiming ownership.
- (n) **Trespassing / Loitering.** There is no trespassing or loitering allowed at the Amenities.
- (o) **Compliance with Laws and District Rules and Policies.** All Patrons and Guests shall abide by and comply with all applicable federal, state and local laws, rules, regulations, ordinances and policies, as well as all District Policies, while present at or utilizing the Amenities, and shall ensure that any minor for whom they are responsible also complies with the same.
- (p) **Courtesy.** Patrons and Guests shall treat all District Staff and their designees, other Patrons and Guests with courtesy and respect. If District Staff requests that a Patron or Guest leave the Amenity Facilities due to failure to comply with these rules and policies, or due to a threat to the health, safety, or welfare, failure to comply may result in immediate suspension or termination of Amenity privileges.
- (q) **Profanity / Obscenity.** Loud, profane, abusive, or obscene language or behavior is prohibited.
- (r) **Emergencies.** In the event of an injury or other emergency, please contact 911 and alert District Staff immediately.
- (s) **False Alarms.** Any Patron improperly attempting to enter the Amenity Facilities outside of regular operating hours or without the use of a valid Key Fob and who thereby causes a security alert will be responsible for the full amount of any fee charged to the District in connection with such security alert and related response efforts.
- (t) **Outside Vendors / Commercial Activity.** Outside vendors and commercial activity are prohibited on District property unless they are invited by the District as part of a District event or program or as authorized by the District in connection with a rental of the Amenity Facilities.
- (u) **Organized Activities.** Any organized activities taking place at the Amenity Center must first be approved by the District. This includes, but is not limited to, fitness instruction, special events, etc.

SMOKING, DRUGS AND ALCOHOL

Smoking, including using any paraphernalia designed to consume tobacco or other substances such as vaping and electric and non-electronic devices, is prohibited anywhere inside the Amenity Facilities, including any building, or enclosed or fenced area to the maximum extent of the prohibitions set forth in Florida law, including the Florida Clean Indoor Air Act or other subsequent legislation. Additionally, to the extent not prohibited by law, smoking is discouraged in all other areas of the Amenities and on District owned property. All waste must be disposed of in the appropriate receptacles. Any violation of this policy shall be reported to District Staff.

Possession, use and/or consumption of illegal drugs or alcoholic beverages is prohibited at the Amenities and on all other District owned property absent express permission by the District subject to the provisions herein. Any person that appears to be under the influence of drugs or alcohol will be asked to leave the Amenities. Violation of this policy may result in suspension or termination of Amenity access and usage privileges and illegal drug use may be punished to the maximum extent allowed by law.

SERVICE ANIMAL POLICY

Dogs or other pets (with the exception of Service Animals and Emotional Support Animals as defined and protected under Florida Statute § 413.08 and the Americans with Disability Act) are not permitted within the Amenities. 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 only 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 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.

SWIMMING POOL POLICIES

- (1) **Operating Hours.** Swimming is permitted only during designated hours, as posted at the pool. Swimming is prohibited from 30 minutes before dusk until 30 minutes after dawn pursuant to the Florida Department of Health.
- (2) **WARNING: NO LIFEGUARD ON DUTY - SWIM AT YOUR OWN RISK.** This notice is posted pursuant to Florida Administrative Code 64E-9.008. In case of emergency, dial 911. All persons using the pool do so at their own risk and must abide by all swimming pool rules and policies. The District assumes no liability for injuries or death resulting from use of the pool facilities.
- (3) **Supervision of Minors.** Non-swimming children should have adult supervision with them and within arm's reach at all times. Persons unable to swim safely and/or without assistance must be accompanied by a capable adult at all times in and around the pool. All children, regardless of age, using inflatable armbands (i.e., water wings) or any approved Coast Guard flotation device **MUST** be supervised by an adult who is in the water and within arm's length of the child. Even proficient swimmers could find themselves at risk, the District recommends Patrons and Guests not swim alone.
- (4) **Aquatic Toys and Recreational Equipment.** No flotation devices are allowed in the pool except for water wings and swim rings used by small children, under the direct supervision of an adult as specified in Section (3) immediately above. Inflatable rafts, balls, pool floats and other toys and equipment are prohibited.
- (5) **Prevention of Disease.** All swimmers must shower before initially entering the pool. In accordance with Florida Administrative Code 64E-9.008, persons with open cuts, wounds, sores, blisters, nasal or ear discharge, diarrhea, or any communicable disease that could be transmitted through pool water are prohibited from using the pool facilities.
- (6) **Attire.** Appropriate swimming attire (swimsuits) must be worn at all times.
- (7) **Conduct.** No cursing, offensive language or gestures, threatening language or behavior, or lewd behavior is allowed.
- (8) **Horseplay.** No jumping, pushing, running, wrestling, excessive splashing, sitting or standing on shoulders, spitting water, or other horseplay is allowed in the pool or on the pool deck area.
- (9) **Diving.** Diving is strictly prohibited at the pool. Back dives, back flips, back jumps, cannonball splashing or other dangerous actions are prohibited.
- (10) **Music / Audio.** Radios and other audio devices are prohibited; other than when used with headphones.
- (11) **Weather.** The pool and pool area will be closed during electrical storms or when rain makes it difficult to see any part of the pool or pool bottom clearly. The pool will be closed at the first sound of thunder or lightning and will remain closed for thirty (30) minutes after the last sighting. Everyone must leave the pool deck immediately upon hearing thunder or sighting lightning. This policy shall be enforced in staffed and unmonitored and unstaffed Amenities.
- (12) **Pool Furniture; Reservation of Tables or Chairs.** Tables and chairs may not be removed from the pool deck. Tables or chairs on the deck area may not be reserved by placing towels or personal belongings on them except temporarily to allow the Patron using them to enter the pool or use the restroom facilities.
- (13) **Entrances.** Pool entrances must be kept clear at all times.
- (14) **Pollution.** No one should pollute the pool. Anyone who does pollute the pool is liable for any costs incurred in treating and reopening the pool.
- (15) **Swim Diapers.** Children under the age of three (3) years, and anyone who is 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 contaminating the swimming pool and deck area. If contamination occurs, the pool will be shocked and closed for a period of at least twelve (12) hours. Persons not abiding by this policy shall be responsible for any costs incurred in treating and reopening the pool.

- (16) **Staff Only.** Only authorized staff members and contractors are allowed in the service and chemical storage areas. Only authorized staff members and contractors may operate pool equipment or use pool chemicals.
- (17) **Pool Closure.** In addition to local municipal, county and the State of Florida health code standards for pools and pool facilities, and as noted above, the pool will be closed for the following reasons:
- During severe weather conditions (heavy rain, lightning and thunder) and warnings, especially when visibility to the pool bottom is compromised (deck also closed).
 - For thirty (30) minutes following the last occurrence of thunder or lightning (deck also closed).
 - Operational and mechanical treatments or difficulties affecting pool water quality.
 - For a reasonable period following any mishap that resulted in contamination of pool water.
 - Any other reason deemed to be in the best interests of the District as determined by District Staff.
- (18) **Containers.** No glass, breakable items, or alcoholic beverages are permitted in the pool area. No food or chewing gum is allowed in the pool; provided, however, that subject to District policies certain events may permit limited food/drink as set forth herein but only consistent with Department of Health rules and regulations and other law.
- (19) **No Private Rentals.** The pool area is not available for rental for private events. All pool rules and limitations on authorized numbers of Guests remain in full affect at all times.
- (20) **Programming.** District Staff reserves the right to authorize all programs and activities, including with regard to the number of guest participants, equipment, supplies, usage, etc., conducted at the pool, including swim lessons, aquatic/recreational programs and pool parties. Any organized activities taking place at the Amenity Center must first be approved by the District in writing.

LAKES AND PONDS POLICIES

Lakes within the District primarily function as retention ponds to facilitate the District's system for treatment of stormwater runoff and overflow. As a result, contaminants may be present in the water. These policies are intended to limit contact with such contaminants and ensure continued operations of the Lakes while allowing limited recreational use.

- (1) Users of District Lakes shall not engage in any conduct or omission that violates any ordinance, resolution, law, permit requirement or regulations of any governmental entity relating to the District Lakes.
- (2) Wading and swimming in District Lakes are prohibited.
- (3) Fishing in all areas is prohibited.
- (4) Pets are not allowed in District Lakes.
- (5) Owners of property abutting the District Lakes shall take such actions as may be necessary to remove underbrush, weeds or unsightly growth from the Owner's property that detract from the overall beauty and safety of the property. Further, all Owners shall not make improvements on private property that negatively affect the Lakes, including causing erosion or impairments to the Lakes as a stormwater system.
- (6) No docks or other structures, whether permanent or temporary, shall be constructed and placed in or around the District Lakes or other District stormwater management facilities unless properly permitted and approved by the District and other applicable governmental agencies.
- (7) No pipes, pumps or other devices used for irrigation, or the withdrawal of water shall be placed in or around the District Lakes, except by the District.

- (8) No foreign materials may be disposed of in the District Lakes, including, but not limited to tree branches, paint, cement, oils, soap suds, building materials, chemicals, fertilizers, or any other material that is not naturally occurring or which may be detrimental to the Lake environment.
- (9) Easements through resident backyards along the community's stormwater management system are for maintenance purposes only and are not general grants for access for fishing or any other recreational purpose. Access to residents' backyards via these maintenance easements is prohibited. Unless individual property owners explicitly grant permission for others to access their backyards, entering their private property can be considered trespassing. Please be considerate of the privacy rights of other residents.
- (10) Beware of wildlife, including snakes, alligators, snapping turtles, birds and other wildlife that may pose a threat to your safety are commonly found in stormwater management facilities in Florida. Wildlife may not be fed. Wildlife may neither be removed from nor released into the District Lakes, except as authorized by the Florida Fish and Wildlife Conservation Commission pursuant to Florida Statutes Chapter 379; notwithstanding the foregoing, nuisance alligators posing a threat to the health, safety and welfare may be removed by a properly permitted and licensed nuisance alligator trapper, in accordance with all applicable state and local laws, rules, ordinances and policies including but not limited to rules promulgated by the Florida Fish and Wildlife Conservation Commission ("FWC"). Anyone concerned about an alligator is encouraged to call FWC's toll-free Nuisance Alligator Hotline at 866-FWC-GATOR (866-392-4286).
- (11) Any hazardous conditions concerning the District Lakes must immediately be reported to the District Manager and the proper authorities.

PLAYGROUND AND TOT LOT POLICIES

The following Playground and Tot Lot Policies are intended to foster safe, inclusive recreation for all residents and guests. These policies are designed to ensure the safety of users by aligning with manufacturer equipment specifications and maintaining compliance with the Fair Housing Act.

- (1) **General Access.** The playground is open to all residents and their guests, regardless of age. All children under the age of 12 must be supervised by a parent, guardian, or responsible adult while using the playground.
- (2) **Age-Appropriate Equipment Use.** To promote safety and align with equipment manufacturer recommendations:

(a) Tot Lot equipment is designed for children ages 2-5.

(b) Standard playground equipment is designed for children ages 5-12.

Children may access the equipment that is designed for their developmental stage. These guidelines are for safety and injury prevention, not to restrict access based on age.

- (3) **Safety and Conduct.** Users must use equipment as intended by the manufacturer (e.g., no climbing on structures not designated for climbing). Rough play, misuse of equipment, or disruptive behavior is prohibited. Bicycles, scooters, and similar equipment are not allowed within the play surface area to protect safety surfacing and equipment.
- (4) **Non-Discrimination Commitment.** This community follows all applicable federal laws, including the Fair Housing Act, and does not restrict access to the playground based on age, familial status, or any other protected class. Age guidelines are recommendations for safety, not a basis for exclusion.

- (5) **Liability and Maintenance.** Use of the playground is at one's own risk, subject to the limitations of Florida Statute § 768.28 regarding sovereign immunity of special districts. Residents are encouraged to report any safety hazards or equipment damage to the management immediately.

PICKLEBALL COURT POLICIES

The following policies apply to the pickleball courts:

- (1) **Play At Your Own Risk.** The pickleball court is not supervised during operating hours.
- (2) **First Come Basis.** Courts are available for use by Patrons and Guests only on a first come first serve basis. When other players are waiting, Pickleball court use should be limited to 1 hour.
- (3) **Attire.** All players shall be dressed in appropriate attire, which includes: shirts, tennis shoes, shorts or warm up suits. These items must be worn at all times. Hard and/or black soled shoes are restricted from the pickleball courts.
- (4) **Use.** Pickleball courts are for pickleball only.
- (5) **Pets.** Pets, with the exception of service animals, as defined in the General Provisions, are not permitted on the pickleball courts at any time.
- (6) **Food and Drinks.** Food and gum are not permitted on the playing surface. Drinks must be in a non-breakable spill-proof container.
- (7) **Glass Containers.** No glass containers or breakable objects of any kind are permitted on the pickleball courts.
- (8) **Operating Hours.** The pickleball courts are open from dawn to 9:00 p.m., or as otherwise posted by the Amenities Manager. No one is permitted on the pickleball courts at any other time unless a specific event is pre-approved and scheduled.
- (9) **Skateboards, Etc.** No bicycles, scooters, roller skates, roller blades or skateboards, electric bikes, electric scooters or similar uses are permitted on the pickleball courts.
- (10) **Furniture.** No furniture, other than benches already provided, will be allowed on the playing surfaces.
- (11) **Pickleball Instruction.** Except as expressly authorized by the District, pickleball instruction for fees, or solicitation of pickleball instruction for fees, is prohibited.
- (12) **Noise.** The volume of live or recorded music must not violate applicable Flagler County noise ordinances or unreasonably interfere with residents' enjoyment of their homes.

WALKING TRAIL POLICIES

- (1) **Hours of Operation.** Unless otherwise posted, trails may be used from sunrise to sunset.
- (2) **Use.** The trail is designed for jogging, running or walking.
- (3) **Prohibited.** No motorized or non-motorized forms of transportation can be used on the trails, including but not limited to bicycles, skateboards, roller blades, etc.
- (4) **Approved Programs.** All events, races, and competitions must be facilitated by the District.

(5) Exercise Caution. Nearby lakes & ponds adjacent to the jogging trail present dangers from steeply sloped pond banks and sides. Beware of wildlife, including snakes, alligators, snapping turtles, birds and other wildlife that may pose a threat to your safety and are commonly found in or near ponds.

RENTAL POLICIES

Patrons are permitted to rent certain Amenity Facilities within the District at the discretion of District Staff. Any Patron renting the facility must complete the rental application contained in **Exhibit D** and pay any rental fees required under such application. Patrons may also be required to provide additional documentation, including but not limited to proof of insurance and vendor licenses, if outside vendors will be used on District property.

Patrons and Guests must follow all of the District's Amenity Policies while renting any portion of the Amenities. The District reserves the right to decline any requested rental and may cancel existing reservations if it is necessary for the health, safety, and welfare of Patrons and Guests.

SUSPENSION AND TERMINATION OF PRIVILEGES

SUSPENSION AND TERMINATION OF ACCESS RULE

Law Implemented: ss. 120.69, 190.011, 190.012, Fla. Stat. (2025) as may be amended from time to time
Effective Date: [DATE]

In accordance with Chapters 190 and 120 of the Florida Statutes, and on August 7, 2025 at a duly noticed public meeting, the Board of Supervisors (“Board”) of the Colbert Landings Community Development District (“District”) adopted the following rules / policies to govern disciplinary and enforcement matters. All prior rules / policies of the District governing this subject matter are hereby rescinded for any violations occurring after the date stated above.

1. Introduction. This rule addresses disciplinary and enforcement matters relating to the use of the Amenities and other properties owned and managed by the District (“Amenity Center” or “Amenity Facilities”).

2. General Rule. All persons using the Amenity Facilities and entering District properties are responsible for compliance with the Policies established for the safe operations of the District’s Amenity Facilities.

3. Key Fob. Key Fobs are the property of the District. The District may request surrender of, or may deactivate, a Key Fob for violation of the District’s Policies established for the safe operations of the District’s Amenity Facilities.

4. Suspension and Termination of Rights. The District, through its Board of Supervisors (“Board”) and District Manager shall have the right to restrict or suspend, and after a hearing as set forth herein, terminate the Amenity Facilities access of any Patron and members of their household or Guests to use all or a portion of the Amenity Facilities 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 Patron Card or otherwise facilitating or allowing 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., Amenity Policies);
- g. Treating District Staff, contractors, representatives, residents, Patrons or Guests, in a harassing or abusive manner;
- h. Damaging, destroying, rendering inoperable or interfering with the operation of District property, Amenities or other property located on District property;
- i. Failing to reimburse the District for Amenities or 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, District Staff, contractors, representatives, landowners, Patrons or Guests;

- k. Committing or being alleged, in good faith, to have committed a crime on District property that leads the District to reasonably believe the health, safety or welfare of the District, District Staff, contractors, representatives, 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 committing any of the above Violations.

Permanent termination of access to the District's Amenity Facilities 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, District Staff, contractors, representatives, landowners, Patrons or Guests. The Board, in its sole discretion and upon motion of any Board member, may vote to rescind a termination of access to the Amenity Facilities.

5. Suspension Procedures.

- a. ***Immediate Suspension.*** The District Manager or his or her designee has the ability to immediately remove any person from one or all Amenities or issue a suspension for up to sixty (60) days for the Violations described above, or when such action is necessary to protect the health, safety and welfare of other Patrons and their Guests, or to protect the District's Amenities or property from damage. If, based on the nature of the offense, staff recommends a suspension longer than sixty (60) days, such suspension shall be considered at the next Board meeting. Crimes committed on District property, as evidenced by arrest, conviction, or other credible evidence, will result in an immediate suspension until the next Board meeting.
- b. ***Notice of 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.

6. 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 actual 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 access, any applicable legal action warranted by the circumstances, and/or any Property Damage Reimbursement (defined below).

7. Property Damage Reimbursement. If damage to District property or Amenities 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 access, any applicable legal action warranted by the circumstances, and/or any Administrative Reimbursement.

8. Initial Hearing by the Board; Administrative Reimbursement; Property Damage Reimbursement.

- a. If a person's Amenity Facilities privileges are suspended, as referenced in Section 5, such person shall be entitled to a hearing at the next regularly scheduled Board meeting that is at least eight (8) days after the initial suspension, as evidenced by the date of notice sent by certified electronic or other mail service or as soon thereafter as a Board meeting is held if the meeting referenced in the

letter is canceled, during 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 if they so choose. Any written materials should be submitted at least seven (7) days before the hearing for consideration by the Board. If the date of the suspension is less than eight (8) days before a Board meeting, the hearing may be scheduled for the following Board meeting at the discretion of the person subject to the suspension.

- b. The person subject to the suspension may request an extension of the hearing date to a future Board meeting, which shall be granted upon a showing of good cause, but such extension shall not stay the suspension.
- c. After the presentations by District Staff, witnesses 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.
- d. The Board shall also determine whether an Administrative Reimbursement is warranted and, if so, set the amount of such Administrative Reimbursement.
- e. 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.
- f. After the conclusion of the hearing, the District Manager or his/her designee shall mail a letter to the person suspended identifying the Board's determination at such hearing.

9. 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 circumstances, a letter shall be sent to the person suspended which contains all the information required by Section 5, and the hearing shall be conducted in accordance with Section 8.

10. 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 Key Fobs associated with an address within the District until such time as the outstanding amounts are paid.

11. Appeal of Board Suspension. After the hearing held by the Board required by Section 8, 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 the notice of the Board's determination as required by Section 8(f), 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.

12. 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 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 Amenities after expiration of a suspension imposed by the District.

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

USE AT OWN RISK; INDEMNIFICATION

Any Patron, Guest, or other person who participates in the Activities (as defined below), acknowledges and agrees that they shall do so at their own risk, and said Patron, Guest or other person and any of his or her Guests or invitees and any members of his or her Household shall indemnify, defend, release, hold harmless and forever discharge the District and its 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 reasonable attorneys' fees, paralegal fees, costs and other expenses for investigation and defense and in connection with, among other proceedings, alternative dispute resolution, mediation, trial court and appellate proceedings), and harm of any kind or nature arising out of or in connection with his or her participation in the Activities, except where prohibited by law.

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

The waiver of liability contained herein does not apply to any grossly negligent act by the Indemnitees.

For purposes of this section, the term "Activities" means the use of or acceptance of the use of the Amenities, or engagement in any contest, game, function, exercise, competition, sport, event or other activity operated, organized, arranged or sponsored by the District, its contractors or third parties authorized by the District, including any use of District property or the Amenities whatsoever.

SOVEREIGN IMMUNITY

Nothing herein shall constitute or be construed as a waiver of the District's sovereign immunity or limited waiver of liability contained in Section 768.28, F.S., or other statutes or law.

SEVERABILITY

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

AMENDMENTS AND WAIVERS

The Board in its sole discretion may amend these Amenity Policies from time to time provided that the Suspension and Termination of Access Rule and all rates, fees and charges will only be permanently changed during a public hearing and consistent with Chapter 120, *Florida Statutes*. The Amenity Policies may be changed by vote or consensus of the Board at a public meeting but does not require a public hearing. The Board by vote at a public meeting or the District Manager may elect in its/their sole discretion at any time to grant waivers to any of the provisions of these Amenity Policies, provided however that the Board is informed within a reasonable time of any such waivers.

EXHIBITS

Exhibit A - Amenity Rates

Exhibit B - Amenities Access Registration Form

Exhibit C - Assignment of Amenity Rights and Privileges

Exhibit D - Amenity Facility Rental Agreement

EXHIBIT A - AMENITY RATES

TYPE	RATE
Annual User Fee	\$2,000.00 - \$4,000.00
Replacement Key Fob	\$25.00 - \$50.00
Returned Check/Insufficient Funds Fee	\$50.00
Administrative Fee	Up to \$500.00
Rental of Catering Kitchen with Event	Refundable Security Deposit: \$500 Rental/Reservation Fee: \$250

EXHIBIT B - AMENITIES ACCESS REGISTRATION FORM

Colbert Landings Community Development District

KEY FOB FOR ACCESS TO THE POOL AREA

DEAR RESIDENTS:

This form is to obtain or activate a pool key fob. Management asks that you please submit the bottom half of this letter with your current information. You are welcome to scan and email this form to:

colbertlandings@folioam.com

This form must be received by management, to activate your pool key fob and to ensure, a proper transition along with a copy of the Warranty Deed, or if you are a non-owner/tenant a copy of your lease must accompany this form.

Colbert Landings Community Development District

Please return to: Folio Association Management

C/o Colbert Landings

4301 Vineland Rd. Ste. E-1

Orlando, FL 32811

Name(s): _____

Address: _____

Primary Phone: _____ Primary Email: _____

Owner ____ or Tenant ____ (Please check one.)

If you have an existing Key Fob, please provide the below information. The Key Fob Pin number can be found printed on the Key Fob itself. You should have received 2 Key Fobs at closing, inside your closing package.

Existing Key Fob Pin# 1: _____

Existing Key Fob Pin# :2 _____

How many additional Key Fobs are you requesting? _____

Additional Key Fobs are \$25.00 each and checks can be made out to Colbert Landings Community Development District. Checks along with this form can be sent to:

**Colbert Landings Community Development District, Folio Association Management, c/o
Colbert Landings, 4301 Vineland Rd. Ste. E-1, Orlando, FL 32811**

*****Below this line is for office use only*****.

New Key Fob Pin# 1: _____

New Key Fob Pin# 2: _____

New Key Fob Pin# 3: _____

EXHIBIT C - ASSIGNMENT OF AMENITY RIGHTS AND PRIVILEGES

**COLBERT LANDINGS COMMUNITY DEVELOPMENT DISTRICT
ASSIGNMENT OF AMENITY RIGHTS AND PRIVILEGES**

Instructions: All capitalized terms are as defined in the District's Amenity Policies. This form must be completed in its entirety and returned to the District Manager or District Staff, as applicable, in order for amenity access privileges to be granted to any Renter. The form must be completed and signed by all owners and co-owners of the subject property and witnessed. Signatures of agents or property managers acting on behalf of the owner will not be accepted unless accompanied by a properly executed Power of Attorney document, duly notarized and recorded, granting specific authority to sign the owners' names for this purpose. Upon acceptance of this properly completed document, any Key Fobs previously issued to the Household will be deactivated and listed Renters become eligible to apply for Key Fobs for the designated lease period. A non-refundable fee of \$25.00 per Key Fob issued is payable by cash or check at the time a card is issued. Lost or damaged Key Fobs must be reported immediately to the District.

Agreement made this date _____ between the owners of the property located at:

_____, ("Property")
(Property address)

1. Owners of the Property, by their signatures below, attest the existence of a lawful tenancy with effective dates beginning (date)_____ terminating (date)_____. If length of tenancy is month to month or of an indefinite duration, this Assignment will only be effective for a three (3) month period and after that must be renewed.
2. Owners wish to transfer the rights and privileges to the use and enjoyment of the Amenities within the District to Renters.
3. Upon this transfer, Owners acknowledge their Key Fobs will be deactivated as of the date of such transfer.
4. Upon this transfer, Renters acknowledge they must obtain their Key Fobs from the District and that Renters have received or have reviewed a copy of the current Amenity Policies and agree to comply with such policies as may be amended from time to time, with notice of such amendments being posted at the District office and on the District's website.
5. Owners acknowledge that nothing in this assignment has any effect on their responsibilities as the owners of the Property to timely pay all Colbert Landings Community Development District fees and special assessments.
6. Renters acknowledge at the end of their tenancy; their Key Fobs will be deactivated as of the date their tenancy ends. In the case of a month to month tenancy or a tenancy of indefinite duration acknowledge that their Key Fobs will be deactivated after three (3) months but may be renewed by a further assignment by the Owners.
7. Owners and Residents acknowledge that this document is subject to public review under Chapter 119, Florida's Public Records Laws.

ALL OWNERS MUST SIGN BELOW

_____ Owner Signature (required)	_____ Witness Signature (required)
_____ Owner Printed Name (required)	_____ Witness Printed Name (required)
_____ Co-Owner (if any) Signature (required)	_____ Witness Signature (required)
_____ Co-Owner (if any) Printed Name (required)	_____ Witness Printed Name (required)

**COLBERT LANDINGS COMMUNITY DEVELOPMENT DISTRICT
RENTAL APPLICATION AND AGREEMENT**

Name of Applicant: _____ Today's Date: _____

Street Address: _____

Contact: Phone: _____

Email: _____

Rental Area: The rental area is limited to: _____ ("Rental Area"), subject to the terms and conditions set forth in this Agreement and the District's Amenity Policies.
Duration: ☐ Two Hours ☐ Three Hours ☐ Four Hours
Intended Use: _____

Date of Event: _____ Time: _____

to _____ Estimated Attendance: _____

Event Host (if different from above): _____

Phone _____ /Email: _____

Indemnification:

I agree to indemnify, defend and hold harmless the Colbert Landings Community Development District ("District") and its affiliates, supervisors, officers, managers, attorneys, engineers, agents, employees, volunteers, organizers, officials and contractors (collectively, the "Indemnitees") from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments, damage or loss of any kind, whether monetary or otherwise, arising out of, in whole or in part, the use of the Amenities, including without limitation any claims arising out of or in connection with the consumption or provision of alcohol, if applicable. I further acknowledge and agree that I shall be bound at all times by the terms and conditions of the District's Amenity Policies (the terms of which are incorporated herein by this reference), as currently in effect and as may be amended from time to time. Additionally, I acknowledge that the District is not responsible for supervising the Amenities, and that I am responsible for supervising any minor children and Guests and am further responsible for their acts and omissions. Nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, *Florida Statutes* or other law.

Signature of Applicant

Date

Acknowledgements (please initial by each):

1. _____ The reservation is not confirmed until both the completed Amenity Rental Agreement and the Fee (as defined herein) have been received by District Staff and District Staff provides written approval that the reservation is approved.
2. _____ The reservation is limited to the Amenities for the intended use stated above. The District does not warrant or represent that the Amenities are safe and suitable for the intended use. The Applicant expressly acknowledges for itself and for all persons who will be utilizing the premises and Amenities in connection with the Applicant's purposes that the District is providing the premises and Amenities on an "as is" basis.
3. _____ The Applicant is fully aware of risks and hazards connected with being on the premises and participating in the rental of the Amenities, and fully aware that there may be risks and hazards unknown to the Applicant connected with being on the premises and participating in the rental of the Amenities, and hereby elects to voluntarily rent the Amenities, to enter upon the above named premises and engage in activities knowing that conditions may be hazardous, or may become hazardous or dangerous to the Applicant and his/her property. The Applicant voluntarily assumes full responsibility for any risks of loss, property damage, or personal injury (including death) which may be sustained by the Applicant, or any loss or damage to property owned by the Applicant, as a result of being a renter of the Amenities, whether caused by contributory negligence of the District or otherwise.
4. _____ The District does not provide any protection or supervision for the personal safety or security of any Patrons, invitees or Guests (as defined in the District's Amenity Rules) of any District property or Amenities and does not

guarantee or warranty personal safety of the same. All Patrons, Guests, and invitees use such District facilities and Amenities at their own risk. All Patrons, Guests, and invitees are hereby notified and understand and agree that from time-to-time wildlife, including but not limited to: alligators, snakes, ants, bees, wasps, and other stinging insects (collectively "Wildlife") may inhabit or enter the District facilities and Amenities and may pose a threat to persons, pets, and/or property.

5. _____ As a condition of their use of the Amenities, all Patrons, Guests, and invitees are hereby notified, and understand and agree, that the District is under no duty to protect against and do not in any manner warrant or insure against, any death, injury or damage caused any other condition in or upon the District facilities or Amenities. All Patrons, Guests, and invitees entering or using any District facilities and Amenities do so at their own risk.
6. _____ The rental duration includes set-up and post-event clean up and applies to all Guests in attendance. The standard Guest policy outlined in the District's Amenity Rules applies outside the scheduled rental time and to all other District Amenities during the rental time. For the time of the scheduled use (reservation) the renter has the exclusive use of the rented Amenities only.

7. _____ The interior and exterior of the Amenities are under closed circuit television surveillance. By entering the premises, all Patrons, Guests, and invitees consent to such surveillance in accordance with Florida Statutes § 934.03.
8. _____ Rental Fee: A non-refundable rental fee of \$250.00 with a \$500 refundable deposit will be charged for rental of the Amenities ("Rental Fee"). A check shall be made out to the "Colbert Landings Community Development District" and submitted to District staff at least fourteen (14) days in advance of the reservation date or the date will be released. Cancellations made less than fifteen (15) days prior to the reservation date will forfeit the Rental Fee.
9. _____ Bounce houses and similar apparatus are prohibited.
10. _____ Additional fees may be assessed if the clean-up is incomplete, the event is not limited to the reservation time frame, or if there is damage to the Amenities.
11. _____ The Applicant has reviewed, fully understand, and agree to abide by, the District's Policies.
12. _____ The Applicant understands that at the conclusion of my rental period, he/she is responsible for the following clean-up tasks:
- a. Remove all garbage, place in dumpster, and replace garbage liners;
 - b. Remove all decorations, event displays, and materials;
 - c. Return all furniture and other items to their original position;
 - d. Wipe off tabletops; and
 - e. Otherwise clean the rented Amenities and restore them to the pre-rented condition, and to the satisfaction of the District Staff.
13. _____ The following items are not permitted within the Amenities:
- a. Glitter, confetti, or silly string;
 - b. Tacks, adhesive putty, scotch tape or any other wall damaging material;
 - c. Lit decorative candles (excluding cake candles).
14. _____ The Applicant agrees to complete any additional documentation required by the District in conjunction with bringing in any outside vendors for the event (e.g. food trucks).
15. _____ The District reserves the right to cancel the rental if it is necessary to protect the health, safety, and welfare of Patrons, Guests, and invitees (e.g. severe weather, health pandemics).
16. _____ The Applicant agrees to provide any necessary Certificate of Insurance required by the District from the Applicant or associated outside vendor. The type of insurance and coverage requirements shall be determined by District Staff after reviewing the rental application.

Alcohol:

Will alcohol be served/consumed? Check one: ☐ Yes, served; ☐ Yes, BYOB; ☐ No

If you answered "yes" for either served or BYOB alcohol above, please initial below:

1. _____ The Applicant understands that alcohol may only be served by a licensed and insured vendor of alcoholic beverages who has provided proof of licensure and insurance to the District Manager at least fourteen (14) days prior to the event. Personal service or sale of alcohol is strictly prohibited.
2. _____ The Applicant understands that he/she is solely responsible for ensuring that alcohol is consumed in a safe and lawful manner, in accordance with all applicable laws, regulations, and policies, and agrees to assume all liability for damages resulting from or arising in connection with the consumption of alcohol on the District's property. The Applicant understands that any violations of this agreement or the District's Amenity Rules may result in the forfeiture of any deposit, immediate termination of the event, and/or additional legal action.
3. _____ The District reserves the right to require anyone appearing excessively intoxicated or displaying loud, unruly, or belligerent behavior to leave District property immediately, and the District also reserves the right to call law enforcement to enforce the same.
4. _____ If event liability insurance coverage is required, the Colbert Landings Community Development District must be named as an additional insured on the policy as follows: "Colbert Landings Community Development District and its supervisors, District Manager, agents, officers, staff, and contractors, all as additional insureds with respect to the event described herein."
5. _____ I have reviewed and agree to comply with the insurance requirements below:

	BYOB	Served/Sold
Permitted	Yes	Yes, but only if a licensed bartender/caterer is hired.
Insurance	None required if resident only and with up to four authorized guests. Otherwise, a Homeowner's Insurance Rider/Endorsement providing special event coverage.	Event liability insurance: <ul style="list-style-type: none"> • \$250,000 Property Damage; • \$1,000,000 Personal Injury, • Alcohol Rider • District named as additional insured

District Use Only:

Fee Amount: \$ _____ Check #: _____ Date: _____

Facility Attendant Amount: \$ _____ Check #: _____ Date: _____

Insurance Certificate Provided: Yes ____ / N/A ____

Proof of Licensed and Insured Alcohol Vendor Provided: Yes ____ / N/A ____

Additional Completed License Agreement for Outside Vendor: Yes ____ / N/A ____

District Manager Initials: _____