

TOLOMATO COMMUNITY DEVELOPMENT DISTRICT AMENITY COMPLEX POLICIES

This document outlines uniform policies for use of facilities owned by the Tolomato Community Development District (the “District”), including the Splash Water Park, Fitness Club, Welcome Center, Nocatee Room banquet facilities, Administrative Offices, surrounding common areas and related parking areas (collectively, the “Amenity Complex”).

Upon receiving a copy of these policies, recipients are asked to read and sign the enclosed waiver form indicating his/her acceptance of these policies. Information contained in these policies is current as of the date of this publication. District staff will disseminate notification of changes to these policies by posting changes at the Amenity Complex and may also disseminate via a community newsletter and/or website.

RESIDENT CARD HOLDERS

1. The District will issue an access card (“Resident Card”) to the following individuals (“Residents”):
 - a. Deed holder within the District.
 - b. Tenants of deed holders including apartment residents. Deed holders are required to sign an Amenity Release Form transferring their amenity rights to the tenant. It is the responsibility of the deed holder to inform their tenants how to apply for Resident Cards. The District will provide Resident Cards to tenants once per calendar year at no charge. Additional Resident Cards will cost \$15 per card, per person for all persons three years or older. Tenants must provide District staff with a copy of the signed lease. Once a tenant qualifies for a Resident Card, the deed holder retains no rights to use the facilities in the Amenity Complex.
 - c. Persons not holding a deed within the District that purchase the rights of a Resident at a cost of \$3,000 per year. Such rights shall be good for 12 months from the date of purchase.
 - d. Persons designated by non-residential landowners as detailed separately.
2. In addition, each Resident shall be entitled to a Resident Card for other eligible persons as described below (“Family”):
 - a. Spouse of Resident;
 - b. Children, including step children, living at home up to 25 years old;
 - c. Children, including step children, not living at home that are full-time students, up to 25 years old; and
 - d. Parents of Resident, provided the parent has the same permanent address as the Resident, within Nocatee, as evidenced by a driver’s license or similar proof.
 - e. An adult unrelated to Resident may qualify as a Family, provided:
 - i. They have the same permanent address as the deed holder, within Nocatee, as evidenced by a driver’s license, voters registration, electric bill, or similar proof

and the total number of Resident Cards does not exceed two adults per household.

3. The total number of Resident Cards may not exceed two adults per household, except as provided for above.
4. The District will issue up to five Resident Cards to Residents and their Family as defined above at no charge. Additional Resident Cards are \$5.00 each.
5. Replacement cards for lost, stolen or damaged Resident Cards are available for a fee of \$15.00 each.
6. All persons over age 3 must have a valid and current Resident Card to enter the Splash Water Park.
7. Prospective Resident Card recipients, as listed above, must provide proof of eligibility.
8. Except as otherwise provided in these policies, Resident Cards are non-transferrable.
9. Resident Cards may not be sold.
10. Simply maintaining a residence within the District does not qualify an individual for Resident status or for a Resident Card. Eligible persons must meet the qualifications established herein.

GUEST POLICIES

1. Each household will be issued one guest card (a "Guest Card") good for twelve daily guest passes (Daily Passes") per calendar year. Each Daily Pass is good for one daily guest visit to the Splash Water Park and Fitness Club during that year. Additional Guest Cards, each good for twelve Daily Passes, may be purchased for \$75.00. There is a limit of three additional Guest Cards for each Resident. Guests other than Houseguests must be accompanied by a Resident when entering the Splash Water Park.
2. Guest Cards are non-transferrable.
3. Maximum 30 guests per day at the Splash Water Park and two guests per day at the Fitness Club per household.
4. District issued free Guest Cards expire at December 31 of the year issued. Purchased Guest Cards are valid for three years.
5. Lost Guest Cards will not be replaced.
6. A Houseguest is a guest who resides outside the 40 mile radius surrounding the District and is a short term overnight visitor to a Resident. A Houseguest may purchase a pass for weekly admission to the Splash Water Park and Fitness Club for a fee of \$25 per person (a "Houseguest Pass"). This pass is valid for seven calendar days starting with the day of purchase. Houseguests with a Houseguest Pass are not required to be accompanied by a Resident, however, the Resident must accompany their Houseguest at the time of purchase of a Houseguest Pass. Photo identification, or other proof of residency, is required by a Houseguest to purchase a Houseguest Pass. The status of Houseguest only applies during the term of their visit which they possess a valid Houseguest Pass. Each Houseguest is limited to two (2) Houseguest Passes per year.

GRANDPARENT POLICY

1. A Grandparent designation may be requested by a Resident who (i) has no dependent children that qualify for a Resident Card and (ii) has at least one grandchild.
2. This Grandparent designation will allow up to two grandchildren, up to age 25, to accompany the Resident to the Splash Water Park without the use of a Guest Card. The Resident must accompany the grandchildren at all times.
3. Only two grandchildren per household will be granted access to the Waterpark on any given day under the Grandparent Policy. Any additional grandchildren will require a Guest Cards for access.
4. All guests that are not grandchildren will require the use of a Guest Card for access.

GENERAL PROVISIONS

1. **ALL PERSONS USE AND ENJOY THE AMENITY COMPLEX AT THEIR OWN RISK.**
2. All users must have their Resident Card, Guest Card, or Houseguest Pass with them while at the Splash Water Park and Fitness Club. This acts not only as a magnetic key card to enter the facility but also as a form of identification.
3. Members of the Board of Supervisors and District staff shall have full authority to enforce these rules and regulations.
4. The District, or its staff, is not responsible for any lost, stolen, or damaged items.
5. The District is not responsible for the conduct of third parties at or on the District's Amenity Complex.
6. **NO ALCOHOLIC BEVERAGES** are permitted anywhere at the Amenity Complex, except as permitted in the Nocatee Room with District approval and adequate liability insurance on file with the District.
7. **NO CHEWING GUM** is permitted in the Amenity Complex.
8. **NO SMOKING OR TOBACCO PRODUCTS** are permitted at the Amenity Complex.
9. No soliciting at the Amenity Complex.
10. No skateboard or motorized scooter riding at the Amenity Complex. This includes, but not limited to parking lots and sidewalks.
11. No pushing or aggressive behavior.
12. Courtesy toward District staff and other Amenity Complex users is expected at all times.
13. Dumping or littering is prohibited.
14. Disturbing plant or animal habitat is prohibited.
15. Personal barbeque grills are not permitted at the Amenity Complex.
16. Fireworks of any kind are not permitted anywhere at the Amenity Complex.
17. No pets are allowed, except Service Animals and animals related to District events.
18. Vehicles must be parked in designated areas only. Golf carts must be parked in the parking lot,

or designated areas, and are not permitted on any other District grounds unless used for District maintenance.

19. No overnight parking is allowed at the Amenity Complex. Parking is only for the Residents and their guests while using the Amenity Complex. Any vehicle left over night without notification to the office may be towed at the owners' expense.
20. Residents are responsible for actions of their guests, and such actions may result in loss of amenity privileges by the Resident.

GENERAL SPLASH WATER PARK POLICIES

Schedule

1. The Splash Water Park will be closed one day per week (typically on Mondays with the exception of District designated holidays) to facilitate maintenance.
2. Swimming is permitted only during designated times, as posted at the pool and determined by staff.
3. Certain times may be designated as USE AT YOUR OWN RISK. During such designated times:
 - a. There will be no Pool Attendants on duty
 - b. Each individual is responsible for his or her own safety.
 - c. The Rip Tide Slides and the Lazy Tides River will be closed.
4. District staff may monitor usage levels at the Splash Water Park and adjust the hours of operation or number of pool attractions available in order to ensure the facilities serve the community in the most efficient and effective manner.
5. The Rip Tide Slides and the Lazy Tides River will be closed for any day when the forecasted high temperature for the day, as projected by the National Weather Service, is less than 72 degrees. Pools will remain open as Use At your Own Risk.
6. The Splash Water Park and District staff reserves the right to authorize all programs and activities, including the number of guest participants, equipment and supplies usage, etc.; conducted at the pool including swim lessons, aquatic/recreation programs and pool parties.
7. Any person swimming when the Splash Water Park is closed, or using any attraction when that attraction is closed, may be suspended from the Amenity Complex, or any part thereof and may be subject to trespassing violations.

Residents and Guests

1. Everyone must present their Resident Cards, Houseguest Passes or Guest Cards and sign in upon entering the Splash Water Park. Guests other than Houseguests must be accompanied by a Resident when entering the Splash Water Park.
2. The number of guests for each Resident is limited to 30 per day.
3. In the event of a pool closure for longer than one continuous hour, within two hours of arrival

with Guests a Resident may obtain a raincheck for guests.

4. Children 12 years and younger must be accompanied by an adult at least 16 years of age at all times for usage of the Splash Water Park.
5. A parent or guardian must be within arm's length of a non-swimmer at all times when in the water regardless of the type of floatation devices used.

General Rules

1. Proper swim attire must be worn in the pool. No denim, denim cutoffs, or thongs allowed.
2. All persons must shower before entering the pool.
3. Glass containers and other sharp or potentially hazardous objects are not permitted in the pool area.
4. No balls or toys that could be a hazard are allowed.
5. Play equipment, such as snorkels and dive sticks must meet with the Pool Attendant's approval prior to use. Only Coast Guard approved personal floatation devices are permitted. No inflatable water wings. Other floating devices must be approved by a waterpark supervisor prior to use. The District staff reserves the right to discontinue usage of any play equipment during times of peak or scheduled activity at the pool, or if the equipment provides a safety concern.
6. Pets, bicycles, skateboards, roller blades, scooters and golf carts are not permitted on the pool deck area inside the pool gates at any time.
7. Radios, televisions, and the like may be listened to if played at a noise level which is not offensive to other users.
8. Games where one holds their breath for long periods of time under water are not permitted.
9. No swinging on ladders, fences, or railings is allowed.
10. No diving, jumping, pushing, running or other horseplay is allowed in the pool or on the pool deck area.
11. Parents should take their children to the restroom before the children enter the pool. For the comfort of others, the changing of diapers or clothes is not allowed at poolside.
12. Children under three years of age and those who are not reliably toilet trained must wear rubber lined swim diapers, as well as a swim suit over the swim diaper, to reduce the health risks associated with human waste contamination in the swimming pool/deck area.
13. Pool entrances must be kept clear at all times.
14. Pool furniture is not to be removed from the pool deck area, and is not permitted in the water.
15. Loud, profane, and abusive language will not be tolerated.
16. Alcoholic beverages are prohibited in the waterpark.

RIP TIDE SLIDE POLICIES

1. When a Pool Attendant is stationed at the bottom of the slide in the water, children must be at least forty two inches tall to ride the slide. When a Pool Attendant is not stationed in the water, children must be at least forty eight inches tall to ride slide.

2. For everyone's safety, refrain from standing at the bottom of the slide.
3. Only one person may ride the slide at a time.
4. No shorts with snaps or rivets, or anything that may damage the slide, will be allowed on the slide.
5. Keep arms and hands inside the flumes at all times.
6. No flotation devices are allowed on the water slide
7. For safety reasons, pregnant women and persons with health conditions or back, neck or bone problems, or with a cast may not ride the water slide.
8. The slide(s) may only be used during pool hours when water slide is attended by Pool Attendant(s).
9. Stopping, flipping or standing at any point during the ride is prohibited.
10. Before sliding, check if there is water in the flume of the slide. Sliding on a dry slide is strictly prohibited.
11. After your ride, leave the slide area immediately.
12. Sunglasses and water shoes must be removed prior to entering the slides.

LAZY TIDES RIVER POLICIES

1. Only tubes provided at the Splash Water Park, or water noodles, may be used in the Lazy Tides River.
2. Only one person per tube. Smaller tubes without an opening are available for children under 36" tall. These can only be used when there is adult supervision within arms length of the child.
3. The Lazy Tides River may only be used during pool hours when the river is attended by Pool Attendants.
4. Maximum of two tubes may be coupled together.
5. Enter and exit only in designated areas.
6. During busy conditions, float times may be limited by staff.
7. Riders must follow the flow of the current.
8. Always use caution and follow staff directives when floating the Lazy River.
9. Tubes may not be stacked while in the water.
10. Tubes must be neatly returned to the proper storage area after use.

SPLASH COVE POLICIES

1. No running, aggressive behavior, ball playing, horseplay, or toys in the Splash Cove area.
2. No one older than 14 is admitted in wading pool unless serving as supervision for younger children.
3. Children 5 years and under must have direct supervision by a person at least 16 years of age.
4. Children not toilet trained or wearing diapers must wear an approved swimsuit diaper with a swimsuit over the top of it.

5. Changing of diapers is not allowed on pool deck area. Changing stations located in bathrooms.
6. No food, drink, or glass containers in wading pool area.
7. No pool chairs or loungers are allowed in the pool or fountain area to prevent damage to its surface.
8. Climbing on or up the slides is prohibited.
9. Only one person may use the slides at a time.

WEATHER POLICY

Rain: The pools will remain open unless it rains hard enough that the Pool Attendants cannot see the bottom and will reopen at the discretion of the supervisor or the Manager.

Thunder and Lightning: The pool will close immediately in the case of thunder and lightning and will reopen only when cleared by the Lightning Detection System..

CONTAMINATION POLICY

1. If contamination occurs, the pool will be closed until the contamination is remedied, per state health code.
2. Children under three years of age, and those who are not reliably toilet trained, must wear rubber lined swim diapers and a swimsuit over the swim diaper
3. In accordance with the CDC and Florida Department of Health, if a child has experienced three or more loose bowel movements within a twenty-four hour period they should not return to the pool for the subsequent twenty-four hours.
4. No one shall pollute the pool; the Resident responsible for anyone who does pollute the pool can be held liable for any costs incurred in treating and reopening the pool.

GENERAL FITNESS CLUB POLICIES

1. The Fitness Club is unattended. USE AT YOUR OWN RISK. Each individual is responsible for his or her own safety.
2. Usage of the Fitness Club is restricted to Resident Card holders and their guests 16 years of age and older.
3. Resident Card holders who are 14 & 15 years of age may use the Fitness Club when accompanied by an adult Resident Card holder. Children under 14 are not allowed in the Fitness Club.
4. All Resident Card holders and guests must register by signing-in immediately upon entering the Fitness Club.
5. Guests, other than Houseguests, must be accompanied by a Resident Card holder. A maximum of two guests per household per day are allowed to use the Fitness Club.

6. All users of the Fitness Club are expected to conduct themselves in a responsible, courteous and safe manner in compliance with Fitness Club policies.
7. Appropriate clothing is required at all times in the Fitness Club. Appropriate clothing means t-shirts, shorts, leotards, and/or sweat suits. No denim or bathing suits are permitted.
8. All Fitness Club users are required to wear athletic footwear which covers the entire foot.
9. No food is permitted in the Fitness Club. Beverages are permitted in the Fitness Club, but all drinks must be covered and sealed.
10. Radios and tape or CD players are not permitted unless they are personal units equipped with headphones.
11. Loud, profane or abusive language is prohibited.
12. In case of emergency call 911. Additionally, all emergencies, injuries and broken equipment must be reported to District staff at the number posted at the facility.
13. Disorderly conduct and horseplay are prohibited.
14. Disregard for any Fitness Club policy may result in expulsion from the Amenity Complex and/or loss of Fitness Club privileges.
15. Weights may not be removed from the Fitness Club for any reason.
16. Users of weights must restack weights after usage.
17. Each individual is responsible for wiping off the Fitness Club equipment after use.
18. Cardiovascular equipment usage is limited to 30 minutes if others are waiting for the equipment. In addition, users should step aside between multiple sets on the weight equipment if others are waiting.
19. The District staff reserves the right to discontinue any programs or activities due to concerns with their safety and other conflicts with the operation of the Fitness Club.
20. Hand chalk is not permitted.
21. Benches and machines are not to be stepped on.
22. Dumbbells and barbells should be kept on the floor, not the benches, as to not ruin the upholstery and the padding on the benches. Dumbbells and bars are not to be dropped and must be returned to their proper storage area after each use.
23. Personal training for fees, or solicitation of personal training services for fees, is prohibited.

TOT LOT POLICIES

1. Playground equipment is for children 12 years and younger.
2. Children under 5 years of age must have adult supervision.
3. No jumping from play structures.
4. No horseplay or foul language.
5. No glass containers allowed.
6. Only one person at a time on the slide.

VOLLEYBALL COURT POLICIES

1. Be respectful of others, allow others adequate time to use courts.
2. Proper court etiquette shall be observed at all times; profanity and/or disruptive behavior are strictly prohibited.
3. Volleyball courts are for Resident Card holders only and their guests. Access to the volleyball courts requires entry into the Splash Water Park.
4. All general park rules apply to the Volleyball Court area.

EVENT LAWN POLICIES

1. The Event Lawn is for District approved activities only.
2. The Event Lawn is available for rental as indicated in the Facility Rental Policies.

FACILITY RENTAL POLICIES

1. At the time the reservation is made, the renter must provide to the Rental Coordinator:
 - a. A check or money order (no cash) made out to Tolomato Community Development District for the security deposit;
 - b. A check or money order (no cash) made out to Tolomato Community Development District for at least 50% of the rental (including Holiday Fee and Clean Up Fee, if any);
 - c. Completed paperwork and insurances, if necessary; and
 - d. Complete, signed reservation form.
2. The remaining rental fee is due 90 days prior to the date of the rental.
3. The rental rates and deposits for use of the District’s facilities and services by Residents and Non-Residents are:

Facility	Deposit	Non-Resident Rate	Resident Rate	Other
Nocatee Room Mon – Thursday	\$500	\$600/4 hrs. \$300/2 hrs. \$150 each additional hr Maximum daily rate \$1,200.	\$300/4 hrs. \$175/2 hrs. \$100 each additional hr. Maximum daily rate \$800.	Minimum two hour rental. Residents may make reservations up to 16 months in advance. Non-Residents may make reservations up to 13 months in advance.

Nocatee Room Friday and Sunday	\$500	\$1,000/4 hrs. \$600/2 hrs. \$200 each additional hr Maximum daily rate \$2,000.	\$600/4 hrs. \$350/2 hrs. \$175 each additional hr. Maximum daily rate \$1,400.	Minimum two hour rental. Residents may make reservations up to 16 months in advance. Non-Residents may make reservations up to 13 months in advance.
Nocatee Room Saturday	\$500	\$1,600/4 hrs \$300 each additional hr. Maximum daily rate \$2,900.	\$900/4 hrs \$200 each additional hr. Maximum daily rate \$1,800.	Minimum four hour rental. Residents may make reservations up to 16 months in advance. Non-Residents may make reservations up to 13 months in advance.
Seabreeze Conference Room	\$100	\$150/ 4 hrs. \$100/ 2 hrs. \$50 each additional hr. Maximum daily rate \$300.	\$75/ 4 hrs. \$50/ 2 hrs. \$50 each additional hr. Maximum daily rate \$150.	Minimum two hour rental. Can only be reserved one month in advance, unless reserved with Nocatee Room.
Event Lawn	\$400	\$250/4 hrs.	\$200/4 hrs.	Can only be reserved one month in advance, unless reserved with Nocatee Room.
Banquet Chairs		\$1.50 per chair	\$1.25 per chair	Renters set-up and break down
Banquet Tables		\$12 per table	\$10 per table	Renters set-up and break down
Dance Floor	\$100	\$250	\$200	May only be used on designated District Property
Tent Rental	\$100.	20 x 20 \$250 20 x 40 \$450	20 x 20 \$250 20 x 40 \$450	May only be used on designated District property. Includes setup.
Bounce House or Inflatable Slide Rental	\$100	\$150 per hour	\$100 per hour	May only be used on designated District property. Includes staffing by District personnel
Projection Television and Large Screen Rental	\$100.	\$50	\$35	May only be used on designated District property
Microphone and Speakers	\$50	\$50	\$35	May only be used on designated District property.

Clean-Up Fee		\$250	\$250	Renter may choose to have District staff clean after event and purchase this option. If renter does not purchase this option but fails to adequately clean up after the event, this clean up fee will be deducted from the deposit.
Set Up Fee		\$125 for Nocatee Room only. \$175 for Nocatee Room plus Green.	\$125 for Nocatee Room only. \$175 for Nocatee Room plus Green.	Layout must be turned in to District staff seven days prior to the event. Setup includes tables and chairs only.
Cabana Rental Tues - Fri	\$150	N/A	\$100/Session	
Cabana Rental Sat-Sun and Holidays	\$150	N/A	\$200/Session	
Kid's Birthday Cabana Rental Special Tues-Fri	\$200	N/A	\$200/Session	Includes admission of up to 30 guests without the use of Guest Cards. Not available on Holidays.
Kid's Birthday Cabana Rental Special Sat-Sun	\$200	N/A	\$300/Session	Includes admission of up to 30 guests without the use of Guest Cards. Not available on Holiday weekends.
Splash Water Park	\$1,500	\$4,000/hr	\$2,000/hr	Based on management discretion and facility availability Starting at 6 pm Minimum 2 hours
Holiday Fees		\$200.00	\$200.00	Charge will automatically be added to all rentals of the Nocatee Room or Seabreeze Conference Room for reservations on designated Holidays.
<u>Guest Cards</u>			<u>\$75.00</u>	<u>12 punches</u>
<u>Fitness Cards</u>		<u>\$75.00</u>	<u>\$40.00</u>	Card good for 12 designated fitness activities.

Personal Training			\$35.00/half hr. \$60.00/hour \$220.00 4/1hr sessions \$450.00 8/1hr sessions \$580.00 12/1hr sessions	Only available to Residents
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OTHER FEES AND CHARGES

1. The District establishes fees and charges for administrative and related activities as follows:

Copy Fees		\$1.00/page	\$.25/page	
Fax Fees		\$1.00/page	\$.25/page	
Estoppel Letters		\$50.00	\$50.00	
Adjunct Supplemental Reports			\$3,000.00	Fee is due upon the issuance of a new Master Development Plan or Site Plan or a subsequent change to the Plan.
Calculation of Debt Paydown/Payoff		\$150.00	\$150.00	
Non Sufficient Funds Fee		\$35.00	\$35.00	

4. All Cabana rental rates are per session. There are two sessions per day and will vary based on park hours.

Park Hours	Session A	Session B
10:00am – 6:00pm	10:00am – 1:30pm	2:00pm – 5:30pm
10:00am – 8:00pm	10:00am – 2:30pm	3:00pm – 7:30pm
11:00am – 6:00pm	11:00am – 2:00pm	2:30pm – 5:30pm

5. Holiday Fees – Each company/person desiring to rent the Nocatee Room or Seabreeze Conference Room on Holidays (designated as Christmas Eve, Christmas Day, Thanksgiving, Independence Day, Memorial Day, Labor Day, Easter, New Years Eve and New Years Day) must pay an “On-Call” fee of \$200.00 to ensure the availability of District staff in case of an

emergency. Availability for Holiday rentals remains subject to the availability of District staff to provide access to the facility and adequate service.

6. The Kids Birthday Cabana Rental Special is subject to the following conditions:
 - a. Can only be reserved for a birthday party for a child under the age of 18.
 - b. The child must be a current Resident Card Holder.
 - c. The rental must be within two weeks before the birthday or one week after the birthday.
 - d. Can only be used in conjunction with the terms above.
 - e. Not available on Holiday weekends.
7. Reoccurring Rentals – each company/person/activity can rent the Nocatee Room banquet facilities a maximum of six times per year, but only twice each year on weekends.
8. The facility shall close at midnight, except for New Years Eve. All parties and events, including clean-up, must conclude by midnight.
9. The designated rental time period is inclusive of set up and clean-up time.
10. To receive a refund of the security deposit within 15 days after the party, the renter must properly complete all items on the Nocatee Room Cleanup Sheet.
If a renter elects to purchase the Clean-Up services offered by the District, these tasks are not required. However, if Clean-Up services are not purchased and these items are not completed, a \$250 clean-up fee will be deducted from the security deposit. This is in addition to any amounts deducted from the security deposit for damage.
11. Renter is responsible for the actual cost of all damage to District property, even if it exceeds the amount of the security deposit.
12. If the renter wishes to cancel their event, the cancellation must be communicated to the District, in writing, no later than 120+ days prior to the scheduled event to receive a refund of 100% of the rental fee and deposit. If the event is cancelled within 60-120 days of the event, 100% of the security deposit and 50% of the rental fee will be returned; if cancelled less than 60 days prior to the event 100% of the deposit and 0% of the rental fee will be returned.
13. 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.
14. Bounce houses and similar apparatus are permitted only outdoors and at the discretion of, and in areas designated by, the Community Manager. Proof of liability insurance acceptable to the Community Manager in consultation with the District Counsel shall also be required.
15. The District retains the right to reserve and use any District facility for District related or District sponsored meetings, events or activities at any time.
16. Homeowners Associations, Property Owners Associations or Condominium Owners Associations (the "Association") established for property or units within the District and established pursuant to Florida law may rent the Nocatee Room or the Seabreeze Conference Room subject to the following terms:
 - a. \$50 rental fee for two hours. \$25 each additional hour.
 - b. \$100 deposit, which will be returned if the room is clean and there is no damage. If that amount is insufficient to cover actual damage, the Association is responsible for the full amount of damage.
 - c. Each Association may rent the Nocatee Room or Seabreeze Conference Room no more than twice per calendar year at these rates. Thereafter, normal rates apply per the rate

schedule.

d. Reservations can be made no more than 90 days in advance.

17. Alcohol is not permitted on District property without proper Liquor Liability Coverage for no less \$1,000,000.

18. SERVING ALCOHOL WITHOUT ADEQUATE INSURANCE ON FILE WITH THE DISTRICT WILL RESULT IN IMMEDIATE SHUT DOWN OF THE EVENT AND FORFEITURE OF THE DEPOSIT.

PROMOTIONAL RATES:

The Amenity Complex operates in an environment that requires the ability to timely respond to changes in weather, the economy, the costs of its services and facilities, customer demand, and other factors affecting use of the Amenity Complex. To best serve its residents, the District may, in accordance with its rules, at times offer short term, promotion rates and services associated with the use of the Amenity Complex. These services are temporary in nature and are subject to change.

SUSPENSION AND TERMINATION OF PRIVILEGES

1. Access Cards and Guest Cards are the property of the District and are non-transferable except in accordance with the District's rules, policies, and regulations. Access Cards are issued at the time of application.
2. Privileges at the Splash Water Park and Fitness Club can be subject to suspension or termination by the Board of Supervisors if a Resident:
 - a. Submits false information on the application for an Resident Card, Houseguest Pass, or Guest Card;
 - b. Permits unauthorized use of a Resident Card, Houseguest Pass, or Guest Card;
 - c. Exhibits unsatisfactory behavior, deportment or appearance;
 - d. Fails to abide by the rules, regulations and policies established for the use of facilities;
 - e. Treats the personnel or employees of the facilities in an unreasonable or abusive manner;
 - f. Engages in conduct that is improper or likely to endanger the welfare, safety or reputation of the District or its staff; or
 - g. Damages or destroys District property.
3. District staff has the ability to remove a Resident Card holder or guest from one or all areas of the Amenity Complex, if any of the above mentioned items are violated.
4. District staff may at any time restrict or suspend for cause or causes, including but not limited to those described above, any Resident Card holders' privileges to use any or all of the District facilities in the Amenity Complex for a period not to exceed seven days.
5. All lost or stolen Access Cards or Guest Cards need to be reported immediately to 924-6850. There will be a \$15.00 fee for replacement of Access Cards. Guest Cards will not be replaced.

AMENDMENT OF POLICIES

These policies may be modified at any time, upon the approval of the Board of Supervisors of the District. Immediately following approval of the Board, the modified policies shall be posted in the Amenity Complex.

RESPONSIBILITY FOR LOSS OR DAMAGE TO PERSON OR PROPERTY; INDEMNIFICATION; LIMITATION OF LIABILITY

No person shall remove from the room in which it is placed or from the Amenity Complex premises any property or furniture belonging to the District or its contractors without proper authorization. Each Resident shall be liable for any property damage at the Amenity Complex, or at any activity or function operated, organized, arranged or sponsored by the District or its contractors, caused by him or her, his or her 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.

Each Resident and each guest as a condition of invitation to the premises of the Amenity Complex assume 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 Complex, whether in lockers or elsewhere.

Each Resident Card holder, by virtue of his or her use of the District's facilities, agrees to defend, indemnify and hold harmless the District and its respective officers, agents, and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity, for any injuries, death, theft and real or personal property damage of any nature arising out of, or in connection with, the use of the facility by such person, his or her children and his or her guests. Should any person bound by these District Policies bring suit against the District or its affiliates, Amenity Complex operator, officers, employees, representatives, contractors or agents in connection with any event operated, organized, arranged or sponsored by the District or any other claim or matter in connection with any facility owned, or event operated, organized, arranged or sponsored, by the District, and fail to obtain judgment therein against the District or its Amenity Complex operator, officers, employee, representative, contractor or agent, 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).

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

ACKNOWLEDGMENT

I hereby acknowledge the receipt of the Tolomato Community Development District Amenity Complex Policies dated February 18, 2010, as may be subsequently amended, and agree to abide by the terms and conditions contained therein and such future terms and conditions as may be approved by the Tolomato Community Development District Board of Supervisors.

Print Name: _____

Address: _____

Signature: _____

Date: _____