

User Fee Structure

1. The annual user fee for non-resident fee paying families is Two Thousand Five Hundred Dollars (\$2,500.00).
2. Two Access Cards will be issued to each family owning property within the District and non-resident fee paying families, with a maximum of two (2) active access cards per family at any time. There is a Twenty Dollar (\$20.00) charge to replace lost or stolen cards, cash or checks only, please.
3. Patron households are limited to a maximum of four (4) pool guests at any one time.
4. Guests are permitted in the Fitness Center with a Patron, but limited to two (2) guests maximum.
5. All guests must be accompanied by a Patron (as defined below) at all times.
6. *Insufficient Funds.* The District will charge Thirty-Six Dollars (\$36.00) for any check returned due to insufficient funds.
7. All persons renting or leasing a home from persons owning property in the District pursuant to a current, written lease will be required to obtain Access Cards.

General Provisions

1. Definitions.

(I) "Phase One" consists of the amenity building (office), pool, water play feature, breezeway, playground, tennis court, 1 ½ basketball courts, rebound wall, activity field, fitness center, parking lot, open space, and other appurtenances or related improvements, all located at 224 Johns Creek Parkway.

(II) "Phase Two" consists of the amenity building (community room), pool, pergola, playground, parking lot, open space, and other appurtenances or related improvements, all located at 251 Huffner Hill Circle.

(III) "Amenity Centers" or "Amenity Facilities" consists of both Phase 1 and Phase 2 Amenity Centers.

(IV) "Amenity Center Staff" shall mean the persons responsible for daily operation of the Amenity Center, including the Operations Manager, Administrative Assistant, Events Coordinator, Pool Monitors, Facility Attendants, Maintenance Personnel, or any District employee.

(V) "Operations Manager" shall mean the individual responsible for oversight of the Amenity Centers and Amenity Center Staff.

(VI) "Board" shall be defined as the District Board of Supervisors.

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

(VIII) “Patron” shall be defined as persons or entities who own real property within the District and those persons or entities who do not own land within the District who have paid the annual user fee.

(IX) “Policies” shall mean these Policies Regarding the District Amenity Facilities.

(X) Except where otherwise specified, the terms “Pool”, and “Swimming Pool” shall mean the swimming pool and water play feature at Phase 1 and the swimming pool at Phase 2. “Pool Area” shall mean all of the above, plus any breezeways, pergolas, shade structures, adjacent decks, and other property or improvements within the fenced area surrounding the pools.

- 2. Patrons must present their Access Cards upon entering the Amenity Centers.**
- 3. Except where specified otherwise, the Amenity Center office hours of operation are as follows:**

Monday 9am-2pm

Wednesday 9am-2pm

Friday 9am-2pm

Saturday 10am-3pm

- 4. The Amenity Center office will be closed on the following Holidays: New Year’s Day, Easter, Thanksgiving Day, and Christmas Day.**
- 5. Alcoholic beverages shall not be served or sold, nor permitted to be consumed on the Amenity Centers’ premises, except at pre-approved special events, subject to the Facility Rental Policies below.**
- 6. Dogs or other pets (with the exception of “Service Animals”) are not permitted at the Amenity Centers.**
- 7. Vehicles must be parked in designated areas. Vehicles should not be parked on grass lawns, or in any way which blocks the normal flow of traffic, nor should vehicles be parked in common areas overnight.**
- 8. Fireworks of any kind are not permitted in the Amenity Centers.**
- 9. No Patron, visitor or guest is allowed in the service areas of the Amenity Centers.**
- 10. These Policies may be modified from time to time when necessary by:**
 - (I) The Board at a publicly-noticed Board meeting; or**
 - (II) The Operations Manager, subject to Board ratification at the next publicly noticed Board meeting.**
- 11. The Board, Operations Manager, and Amenity Center Staff have full authority to enforce the District’s policies and rules.**
- 12. All Patrons must use their card for entrance to the Amenity Centers. All lost or stolen Access Cards should be reported immediately to the Amenity Center Staff.**
- 13. Smoking (including e-vapor cigarettes) and all tobacco products (including chewing tobacco) is not permitted anywhere in the Amenity Centers.**

14. Disregard for any Amenity Center rules or policies may result in expulsion from the facility and/or loss of Amenity Center privileges.
15. Glass and other breakable items are not permitted at the Amenity Centers.
16. Patrons and their guests shall treat Amenity Center Staff with courtesy and respect.
17. The Amenity Centers do not offer child care services to Patrons or guests.
18. Skateboarding is not allowed at the Amenity Centers.
19. No vehicular traffic or electronic bicycles are allowed on any District property that does not have proper roadways established unless they have permission from the District or local government.

Loss or Destruction of Property or Instances of Personal Injury

Each Patron and each guest as a condition of invitation to the premises of the Amenity Centers 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 center, whether in lockers or elsewhere.

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

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

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

Service Animal Policy

Dogs or other pets (with the exception of “Service Animal(s)” trained to do work or perform tasks for an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability) are not permitted within any District-owned public accommodations including, but not limited to, amenity buildings (offices, community room, fitness center), breezeway, pergola, pools, tennis court, basketball courts, playgrounds, activity fields, parking lots, open spaces, and other appurtenances or related improvements. A Service Animal must be kept under the control of its handler by lease or harness, unless doing so interferes with the Service Animal’s work or tasks or the individual’s disability prevents doing so. The District may remove the Service Animal under the following conditions:

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

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

General Swimming Pool Rules

1. All Patrons and guest swim at your own risk. There are no lifeguards on duty at any time at the pool facilities.
2. At any given time, an adult Patron may accompany up to four (4) guests per household, unless otherwise approved.
3. Children 13 years of age and younger must be accompanied by an adult or a supervisor/babysitter at least 18 years of age at all times while using the pool facilities. Children 14 or older should be prepared to provide proof of age when visiting pool unaccompanied by adult.
4. A Parent or Supervisor must be within arm’s length of a non-swimmer at all times when in the water, regardless of the type of flotation device used.
5. Amenity Center Staff are in control of the operation of the pool area and will determine whether swimming is permitted or not during normally designated hours.
6. Radios, televisions, and the like may be listened to if played at a volume that is not offensive to other Patrons and guests. Determination of an “offensive volume” is in the sole discretion of the Amenity Center Staff. Electrical equipment is not allowed around the pool facility.

7. **Swimming is permitted only during designated hours, as posted at the pool. Hours are subject to change. Swimming after dusk is prohibited by the Florida Department of Health.**
8. **Showers are required before entering the pool.**
9. **Glass, other breakable or sharp, potentially hazardous objects are prohibited in the Pool Area.**
10. **Children under three (3) years of age, and those who are not reliably toilet trained, must wear appropriate swim-diapers, as well as a swimsuit over the swim-diaper, to reduce the health risks associated with human waste in the Swimming Pool.**
11. **Remote controlled vehicles, watercraft, and the like are not allowed in the Pool Area or Swimming Pool.**
12. **Play equipment such as small floats, pool noodles, kick boards, water wings, dive sticks, snorkels, and infant safety flotation devices must meet with Amenity Center Staff approval. The Amenity Center Staff reserves the right to prohibit use of any play equipment especially during peak times or scheduled activities at the pool or if the equipment proves a safety concern or nuisance.**
13. **Pets (with the exception of "Service Animals"), bicycles, electric bicycles skateboards, roller blades, scooters and golf carts are not permitted on the Pool Area or inside the pool gates at any time.**
14. **Any person swimming when the Swimming pool is closed may, in the sole discretion of the Board, be suspended from using the facility. Swimming pool hours will be posted. The Phase 1 pool is closed on Mondays and the Phase 2 pool is closed on Tuesdays.**
15. **Proper swim attire must be worn in the Pool Area at all times. Cut-offs, denim, thongs, Brazilians, cheekys are not allowed.**
16. **No chewing gum is permitted in the Pool Area.**
17. **Alcoholic beverages are not permitted in the Pool Area.**
18. **Smoking (including e-vapor cigarettes) and all tobacco products (including chewing tobacco) is not permitted anywhere in the Amenity Centers.**
19. **No diving, jumping, pushing, running, or other horseplay is allowed in the pool or on the pool deck, including swinging on ladders, fences, or railings.**
20. **Parents, Supervisors, or Babysitters must take children to the restroom before entering the pool. For the comfort of others, the changing of diapers or clothes is not allowed in the Pool Area.**
21. **No one shall pollute the Swimming Pool. Anyone who does pollute the Swimming Pool is liable for any costs incurred in treating and reopening the Swimming Pool.**
22. **Swimming Pool entrances must be kept clear at all times.**
23. **Pool furniture is not to be removed from the Pool Area, thrown into the Pool or otherwise disturbed.**
24. **Loud, profane, or abusive language is prohibited.**

25. Pool availability may be altered in order to facilitate maintenance of the facility. The District reserves the right to close the pool facilities one day a week for necessary maintenance of the facilities. Notice of pool closure shall be posted at the pool facilities.
26. The Board of Supervisors and staff of the District reserve the right to authorize all programs and activities (including the number of guest participants, equipment, and supplies usage, etc.) conducted at the pool and pool area, including Swim Lessons, Aquatic/Recreation Programs, and Pool Parties.
27. In accordance with Health Department Rule 64E-9.004, there is to be NO FOOD OR DRINK within four (4) feet of the pool.

Swimming Pool: Thunderstorm Policy

The Amenity Center Staff is in control of the operation of the Swimming Pool and Pool Area during thunderstorms and heavy rain. The Amenity Center Staff will determine whether swimming is permitted or not during normally designated hours. During periods of heavy rain, thunderstorms, and other inclement weather, the Swimming Pool and Pool Area will be closed. When lightning is in the area, the District shall follow the "Thirty-Minute Rule": The Swimming Pool and Pool Deck will be cleared and closed at any visual sighting of lightning or audible sound of thunder and shall not reopen until 30 (thirty) minutes has elapsed from the last sighting of lightning or sound of thunder.

Swimming Pool: Feces Policy

1. If contamination (i.e. blood, feces, vomit, etc.) does occur, the pool will be closed for up to twelve (12) hours or as otherwise required by the Health Department, and the water will be chemically treated to kill the bacteria.
2. Anyone who does pollute the pool is liable for any costs incurred in treating and reopening the pool.

Fitness Center Policies

All Patrons and guests using the Fitness Center are expected to conduct themselves in a responsible, courteous, and safe manner in compliance with all policies and rules of the Brandy Creek Community Development District governing the Amenity Centers. Disregard or violation of the District's Policies and rules and misuse or destruction of Fitness Center equipment may result in the suspension or termination of Fitness Center privileges.

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

1. Hours; The Fitness Center is available for use by any Patrons and their guests during the hours of 4:00 a.m. to 12:00 a.m.

2. **Emergencies:** For all emergencies, call 911 immediately. All emergencies and injuries must also be reported to the Operations Manager or Amenity Center Staff, as well as the District Manager.
Operations Manager: Jim Masters 904-716-1370
District Manager: Jim Oliver 904-940-5850
3. **Eligible Users:** Patrons 14 years of age and older are permitted to use the Fitness Center during designated operating hours.
4. At any given time, a Patron may accompany up to two (2) guests maximum per household at the Fitness Center. The Patron must remain with their guest(s) at all times.
5. Children 13 years of age and younger are prohibited from the Fitness Center entirely.
6. Appropriate clothing is required at all times (shirts, shorts, leotards, and/or sweat suits – no denim). For the comfort of others, shirts and bottoms must be kept on at all times.
7. Athletic footwear covering the entire foot is required to be worn at all times (no flipflops or sandal styles).
8. Loud, profane, and/or abusive language will not be tolerated.
9. Disorderly conduct and horseplay will not be tolerated.
10. Beverages are permitted but must be in a covered and sealed container.
11. Glass and other breakable items are prohibited in the Fitness Center.
12. Smoking (including e-vapor cigarettes) and tobacco products are prohibited in the Fitness Center.
13. Audio devices are prohibited unless they are personal units equipped with headphones.
14. Every individual is responsible for spraying and wiping down the equipment after use.
15. Weights or equipment may not be removed from the Fitness Center for any reason.
16. Hand chalk is not permitted.
17. Weights and dumbbells must be placed down gently, not dropped.
18. Benches and machines may not be stepped on or climbed over.
19. Use of the cardio equipment must be limited to 30 minutes if others are waiting. Patrons are expected to share the equipment.
20. Bicycles, electric bicycles, skateboards, roller blades, hover boards, and scooters are prohibited from the Fitness Center at all times.
21. Pets, with the exception of “Service Animals”, are prohibited from the Fitness Center.
22. Personal Training or solicitation of training for fees is prohibited unless approved by Operations Manager.
23. The Operations Manager reserves the rights to discontinue any such programs and/or activities due to safety concerns or other conflicts with the operation of the facility.
24. Disregard for any Fitness Center rule or policy may result in expulsion from the Amenity Center and suspension of Amenity Center privileges.

Basketball Court Policies

All Patrons and guests using the Basketball Court are expected to conduct themselves in a responsible, courteous, and safe manner in compliance with all policies and rules of the

Brandy Creek Community Development District governing the Amenity Facilities. Disregard or violation of the District's policies and rules and misuse or destruction of Basketball Court equipment may result in the suspension or termination of Basketball Court privileges.

- 1. Basketball Courts are for the use of residents only.**
- 2. The Basketball Courts are open from dawn to 10pm daily.**
- 3. Three (3) Guests are permitted per household on the Basketball Court. The resident must be present with guests at all times.**
- 4. Absolutely no hanging on the goal rim is allowed.**
- 5. Play at your own risk.**
- 6. Proper shoes and attire are required while on the Basketball Courts.**
- 7. Proper sports etiquette must be adhered to at all times. Loud, profane, and/or abusive language and behavior is prohibited.**
- 8. Food and chewing gum are prohibited on the court surface.**
- 9. Beverages are permitted but must be in a covered and sealed container.**
- 10. Glass and other breakable items are prohibited on the court surface.**
- 11. Smoking (including e-vapor cigarettes and tobacco products are prohibited in and around the Basketball Court).**
- 12. Use of the Basketball Court is permitted only during designated operating hours, as posted at the Basketball Court or Amenity Center.**
- 13. No pets (with the exception of "Service Animals") skateboards, rollerblades, scooters, bicycles, electric bicycles, or wheeled vehicles are allowed on the court at any time**
- 14. Basketball Court may be closed due to weather or maintenance needs.**
- 15. Basketball Court usage may be limited, from time to time, for sponsored events or lessons, which must be approved by the Operations Manager.**
- 16. For profit lessons, training, and solicitation on any amenity center property are prohibited unless approved by Operations Manager.**

Tennis Court Policies

All Patrons and guests using the Tennis Court are expected to conduct themselves in a responsible, courteous, and safe manner in compliance with all policies and rules of the Brandy Creek Community Development District governing the Amenity Facilities. Disregard or violation of the District's policies and rules and misuse or destruction of Tennis Court equipment may result in the suspension or termination of Tennis Court privileges.

- 1. Tennis Courts are for the use of residents only.**
- 2. Only three (3) guests are permitted per household on the Tennis Court. The resident must be present with guests at all times.**
- 3. The Tennis Court is open from dawn to 10pm daily.**
- 4. Play at your own risk.**
- 5. Proper shoes and attire are required while on the Tennis Court.**

6. Proper sports etiquette must be adhered to at all times. Loud, profane, and/or abusive language and behavior is prohibited.
7. Food and chewing gum are prohibited on the court surface.
8. Beverages are permitted but must be in a covered and sealed container.
9. Glass and other breakable items are prohibited on the court surface.
10. Smoking (including e-vapor cigarettes) and tobacco products are prohibited in and around the Tennis Court.
11. Use of the Tennis Court is permitted only during designated operating hours, as posted at the Tennis Court or Amenity Center.
12. No pets (with the exception of "Service Animals"), skateboards, rollerblades, scooters, bicycles, electric bicycles, or wheeled vehicles are allowed on the court at any time.
13. Tennis Court may be closed due to weather or maintenance needs.
14. Tennis Court usage may be limited, from time to time, for sponsored events or lessons, which must be approved by the Operations Manager in advance.
15. For profit lessons, training, and solicitation on any amenity center property are prohibited unless approved by Operations Manager.

Playground Policies

All Patrons and guests using the Playground are expected to conduct themselves in a responsible, courteous, and safe manner in compliance with all policies and rules of the Brandy Creek Community Development District governing the Amenity Facilities. Disregard or violation of the District's policies and rules and misuse or destruction of Playground equipment may result in the suspension or termination of Playground privileges.

1. The Playground is for use of residents only.
2. Residents must be present with guests at all times.
3. Absolutely no smoking (including e-vapor cigarettes) for the courtesy of others.
4. Children under the age of eight (8) must be accompanied by an adult, supervisor/babysitter at all times.
5. No roughhousing will be permitted. Loud, profane, and/or abusive language and behavior is prohibited.
6. All food, beverages, and miscellaneous trash brought to the playground must be cleaned up prior to leaving.
7. No pets (with the exception of "Service Animals"), skateboards, rollerblades, hover boards, scooters, bicycles, electric bicycles, or wheeled vehicles are allowed on the Playground at any time.
8. Playground may be closed due to weather or maintenance needs.
9. Usage of the Playground may be limited, from time to time, for sponsored events, which must be approved by the Facility Manager in advance.

Facility Rental Policies

Patrons may reserve for rental certain portions of the Brandy Creek CDD Amenity Center Facilities for a “Private Event”, defined as any event not open to the general public. Any parties over 10 persons is considered a “Private Event”, and space must be reserved. Events that are open to the general public are not subject to these Facility Rental Policies. Reservations may not be made more than four (4) months prior to the event. Only one (1) available facility may be rented per “Private Event”. Persons interested in doing so should contact the Operations Manager regarding the anticipated date and time of the event to determine availability. Please note that the Amenity Center is unavailable for Private Events on the following holidays:

Easter Sunday	Memorial Day
4 th of July	Labor Day
Thanksgiving	Christmas Eve
Christmas Day	New Year’s Eve
New Year’s Day	

Staffing: “Private Events” with twenty-five (25) or fewer persons will not require an additional Amenity Center staff member. For events in excess of twenty-five (25) persons attending, an additional Amenity Center staff member will be required at the flat rate of \$69. All checks or money orders for the additional Amenity Center staff shall be payable to Vesta Property Services, Inc.

Because the Amenity Facilities are primarily for the benefit and collective use of Patrons, the Amenity Facilities may not be rented or utilized by a “for profit” business or “non-for-profit” organization.

Activity Field Rental

1. No pets (with the exception of “Service Animals”), skateboards, rollerblades, scooters, bicycles, electric bicycles, or other wheeled vehicles are allowed on the Field or walking/jogging path at any time.
2. All food, beverages, and miscellaneous trash brought to the Field must be cleaned up prior to leaving.
3. Glass and other breakable items are prohibited in the Field.
4. Users may be asked to move to accommodate scheduled activities.
5. Field may be closed due to weather or maintenance needs.
6. Usage of the Activity Field may be limited, from time to time, for sponsored events or lessons, which must be approved by the Facility Manager in advance.

Phase 1 Amenity Center Breezeway Rental Policies

1. Only Patrons may reserve the facility for private parties.
2. Parties are limited to total of 20 guests.

3. Two checks or money orders are required to confirm the reservation – one check for the rental fee and one refundable check for the security deposit. Both checks should be made out to Brandy Creek Community Development District.
4. The resident sponsoring a “Private Event” is responsible for any damages, including those in excess of the \$100 security deposit. The full refund of the deposit will only be issued if cleaning is completed prior to end of rental and cleaning list turned in, nothing was damaged, and all policies were followed. If all is satisfactorily completed, the check will be shredded within 48 hours if not timely picked up.
5. Reservation time includes set up and clean up.
6. All parties must be completed by the scheduled time. Failure to do so may result in the loss of all or part of your event deposit.
7. The rental includes 5 tables (4 chairs per table) under the Pavilion Breezeway, outside counter, and sink area.
8. No alcoholic beverages are permitted without the prior approval of the Operations Manager. If approved alcoholic beverages are limited to the Breezeway only – no glass is allowed. Contact the office at 904-230-4208 for more information.
9. If the event is cancelled due to inclement weather and its less than halfway through your event the fee and deposit are refundable.
10. Glass and other breakable items are not allowed at the Amenity Center.
11. No pets (with the exception of “Service Animals”) are permitted at the Amenity Center facilities.
12. The volume of noise and/or music must not violate applicable St. Johns County Noise Ordinances or disturb other Patrons or guests using the facilities.
13. Restrooms must remain open to all Patrons.
14. Non-resident party guests may not remain at the Amenity Center after the party has ended. Normal guest policies go into effect at the end of your party reservation.
15. The current pool regulations and policies will apply – rental does not include the pool deck.
16. Per Florida Department of Health Rule #643-9.008, no night swimming is permitted. Please check closing times posted at each pool.
17. All parties (including clean up) must be completed no later than 10pm (or as requested in reservation). If your event is not completed by the scheduled time, or if you enter the area earlier than you scheduled time, you deposit will be deducted at the rate of \$50 per hour in full hour increments. (If you remain on the premises after 10pm or bring alcohol, you will forfeit your entire deposit).

Phase 2 Amenity Center Community Room Rental Policies

1. Only Patrons may reserve the facility for “Private Events”.
2. Parties are limited to a total of 50 guests.

3. Two checks or money orders are required to confirm the reservation – one check for the rental fee and one refundable check for the security deposit. Both checks should be made out to Brandy Creek Community Development District.
4. The resident sponsoring a “Private Event” is responsible for any damages, including those in excess of the \$200 security deposit. The full refund of the deposit will only be issued if cleaning is completed prior to end of rental and cleaning list turned in, nothing was damaged, and all policies were followed. If all is satisfactorily completed, the check will be shredded within 48 hours if not timely picked up.
5. Reservation times include set up and clean up.
6. No alcoholic beverages are permitted without the prior approval of the Operations Manager. If approved alcoholic beverages are limited to the Community Room only – no glass is allowed. Contact the office at 904-230-4208 for more information.
7. No glass is allowed, including, but not limited to plates, cups, pitchers, etc.
8. If the event is cancelled due to inclement weather and its less than halfway through your event the fee and deposit are refundable.
9. No pets (with the exception of “Service Animals”) are permitted at the Amenity Center facilities.
10. The volume of noise and/or music must not violate applicable St. Johns County Noise Ordinances or disturb other Patrons or guests using the facilities.
11. Restrooms must remain open to all Patrons.
12. Non-resident party guests may not remain at the Amenity Center after the party has ended. Normal guest policies go into effect at the end of your party reservation.
13. The current pool regulations and policies will apply – rental does not include pool or pool deck areas.
14. All parties (including clean up) must be completed no later than 10pm (or as requested in reservation). If your event is not completed by the scheduled time, or if you enter the area earlier than your scheduled time, your deposit will be deducted at the rate of \$50 per hour in full hour increments. (If you remain on the premises after 10pm or bring alcohol, you will forfeit your entire deposit).

Phase 2 Amenity Center Pergola Deck Rental Policies

1. Only Patrons may reserve the facility for “Private Events”.
2. Parties are limited to a total of 20 guests.
3. Two checks or money orders are required to confirm the reservation – one check for the rental fee and one refundable check for the security deposit. Both checks should be made out to Brandy Creek Community Development District.
4. The resident sponsoring a “Private Event” is responsible for any damages, including those in excess of the \$100 security deposit. The full refund of the deposit will only be issued if cleaning is completed prior to end of rental and cleaning list turned in, nothing was damaged, and all policies were followed. If all is satisfactorily completed, the check will be shredded within 48 hours if not timely picked up.

5. Reservation times include set up and clean up.
6. No alcoholic beverages are permitted.
7. Glass and other breakable items are not allowed at the Amenity Center.
8. If the event is cancelled due to inclement weather and its less than halfway through your event the fee and deposit are refundable.
9. No pets (with the exception of "Service Animals") are permitted at the Amenity Center facilities.
10. The volume of noise and/or music must not violate applicable St. Johns County Noise Ordinances or disturb other Patrons or guests using the facilities.
11. Restrooms must remain open to all Patrons.
12. The current pool regulations and policies will apply – rental does not include the pool deck.
13. Per Florida Department of Health Rule #643-9.008, no night swimming is permitted. Please check closing times posted at each pool.
14. All parties (including clean up) must be completed no later than 10pm (or as requested in reservation). If your event is not completed by the scheduled time, or if you enter the area earlier than your scheduled time, your deposit will be deducted at the rate of \$50 per hour in full hour increments. (If you remain on the premises after 10pm or bring alcohol, you will forfeit your entire deposit).

Suspension and Termination of Privileges

1. **Introduction.** This rule addresses disciplinary and enforcement matters relating to the use of the Amenity Facilities and District Property ("Amenities").
2. **General Rule.** All persons using the Amenities are responsible for compliance with the rules and policies established for the safe operations of the Amenities.
3. **Access Cards.** Access cards are the property of the District. The District may request surrender of, or may deactivate, a person's access card for violation of the District's rules and policies established for the safe operations of the Amenities.
4. **Suspension and Termination of Rights.** The District shall have the right to restrict, suspend, or terminate the Amenities access privileges of any person and members of their household to use all or a portion of the Amenities for any of the following acts (each, a "Violation"):
 - a. Submitting false information on any application for use of the Amenities, including but not limited to facility rental applications;
 - b. Failing to abide by the terms of rental applications;
 - c. Permitting the unauthorized use of an access card or otherwise facilitates or allows unauthorized use of the Amenities;
 - d. Exhibiting inappropriate behavior or repeatedly wearing inappropriate attire;
 - e. Failing to pay amounts owed to the District in a proper and timely manner (with the exception of special assessments);

- f. Failing to abide by any District rules or policies (e.g., “Policies Regarding District Amenity Facilities”);
- g. Treating the District’s staff, contractors, representatives, residents, landowners, Patrons or guests, in a harassing or abusive manner;
- h. Damaging, destroying, rendering inoperable or interfering with the operation of District Property, or other property located on District Property;
- i. Failing to reimburse the District for property damaged by such person, or a minor for whom the person has charge, or a guest;
- j. Engaging in conduct that is likely to endanger the health, safety, or welfare of the District, its staff, contractors, representatives, residents, landowners, Patrons, or guests;
- k. Committing or is alleged, in good faith, to have committed a crime on or off District Property that leads the District to reasonably believe the health, safety or welfare of the District, its staff, contractors, representatives, residents, landowners, Patrons, or guests is likely endangered;
- l. Engaging in another Violation after a verbal warning has been given by staff (which verbal warning is not required); or
- m. Such person’s guest or a member of their household commits any of the above Violations.

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

- 5. **Administrative Reimbursement.** The Board may in its discretion require payment of an administrative reimbursement of up to Five Hundred Dollars (\$500) in order to offset the legal and/or administrative expenses incurred by the District as a result of a Violation (“Administrative Reimbursement”). Such Administrative Reimbursement shall be in addition to any suspension or termination of Amenities access, any applicable legal action warranted by the circumstances, and/or any Property Damage Reimbursement (defined below).
- 6. **Property Damage Reimbursement.** If damage to District Property occurred in connection with a Violation, the person or persons who caused the damage, or the person whose guest caused the damage, or the person who has charge of a minor that caused the damage, shall reimburse the District for the costs of cleaning, repairing, and/or replacing the property (“Property Damage Reimbursement”). Such Property Damage Reimbursement shall be in addition to any suspension or termination of Amenities access, any applicable legal action warranted by the circumstances, and/or any Administrative Reimbursement.
- 7. **Removal from Amenities.** The District Manager, General Manager, Amenity Manager and onsite staff each have the independent ability to remove any person

from the Amenities if a Violation occurs, or if in his or her discretion, it is in the District's best interest to do so.

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

9. Hearing by the Board; Administrative Reimbursement; Property Damage Reimbursement.

- a. At the Board meeting referenced in the letter sent under Section 8 above, or as soon thereafter as a Board meeting is held if the meeting referenced in the letter is canceled, a hearing shall be held at which both District staff and the person subject to the suspension shall be given the opportunity to appear, present testimony and evidence, cross examine witnesses present, and make arguments. The Board may also ask questions of District staff, the person subject to the suspension, and witnesses present. All persons are entitled to be represented by a licensed Florida attorney at such hearing.
- b. After the presentations by District staff and the person subject to the suspension, the Board shall consider the facts and circumstances and determine whether to lift or extend the suspension or impose a termination. In determining the length of any suspension, or a termination, the Board shall consider the nature of the conduct, the circumstances of the conduct, the number of rules or policies violated, the person's escalation or de-escalation of the situation, and any prior Violations and/or suspensions
- c. The Board shall also determine whether an Administrative Reimbursement is warranted and, if so, set the amount of such Administrative Reimbursement.
- d. The Board shall also determine whether a Property Damage Reimbursement is warranted and, if so, set the amount of such Property Damage Reimbursement. If the cost to clean, repair and/or replace the property is not yet available, the Property Damage Reimbursement shall be fixed at the next regularly scheduled Board meeting after the cost to clean, repair, and/or replace the property is known.
- e. After the conclusion of the hearing, the District Manager shall mail a letter to the

person suspended identifying the Board's determination at such hearing.

10. **Suspension by the Board.** The Board on its own initiative acting at a noticed public meeting may elect to consider a suspension of a person's access for committing any of the Violations outlined in Section 4. In such circumstance, a letter shall be sent to the person suspended which contains all the information required by Section 8, and the hearing shall be conducted in accordance with Section 9.
11. **Automatic Extension of Suspension for Non-Payment.** Unless there is an affirmative vote of the Board otherwise, no suspension or termination will be lifted or expire until all Administrative Reimbursements and Property Damage Reimbursements have been paid to the District. If an Administrative Reimbursement or Property Damage Reimbursement is not paid by its due date, the District reserves the right to request surrender of, or deactivate, all access cards associated with an address within the District until such time as the outstanding amounts are paid.
12. **Appeal of Board Suspension.** After the hearing held by the Board required by Section 9, a person subject to a suspension or termination may appeal the suspension or termination, or the assessment or amount of an Administrative Reimbursement or Property Damage Reimbursement, to the Board by filing a written request for an appeal ("Appeal Request"). The filing of an Appeal Request shall not result in the stay of the suspension or termination. The Appeal Request shall be filed within thirty (30) calendar days after mailing of the notice of the Board's determination as required by Section 9(e), above. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt by the District. Failure to file an Appeal Request shall constitute a waiver of all rights to protest the District's suspension or termination, and shall constitute a failure to exhaust administrative remedies. The District shall consider the appeal at a Board meeting and shall provide reasonable notice to the person of the Board meeting where the appeal will be considered. At the appeal stage, no new evidence shall be offered or considered. Instead, the appeal is an opportunity for the person subject to the suspension or termination to argue, based on the evidence elicited at the hearing, why the suspension or termination should be reduced or vacated. The Board may take any action deemed by it in its sole discretion to be appropriate under the circumstances, including affirming, overturning, or otherwise modifying the suspension or termination. The Board's decision on appeal shall be final.
13. **Legal Action; Criminal Prosecution; Trespass.** If any person is found to have committed a Violation, such person may additionally be subject to arrest for trespassing or other applicable legal action, civil or criminal in nature. If a person subject to a suspension or termination is found at the Amenities, 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.

14. **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.