

WILLOW CREEK COMMUNITY DEVELOPMENT DISTRICT

AMENITY POLICIES AND RATES Adopted August 9, 2024¹

¹ LAW IMPLEMENTED: SS. 190.011, 190.035, FLA. STAT. (2024); In accordance with Chapter 190 of the Florida Statutes, and on August 9, 2024, at a duly noticed public meeting and after a duly noticed public hearing, the Board of Supervisors of the Willow Creek Community Development District adopted the following rules, policies and rates governing the operation of the District's facilities and services.

DEFINITIONS

“Amenities” or “Amenity Facilities”– shall mean 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, splash pad, pool deck, pickleball court, fitness center, and tot lot, together with their appurtenant facilities and areas.

“Amenity Policies” or “Policies” and “Amenity Rates” – shall mean these Amenity Policies and Rates of the Willow Creek 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” – shall mean the District Manager or that person or firm so designated by the District’s Board of Supervisors, including their employees.

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

“Access Card” – means an electronic Access Card issued by the District Manager to each Patron (as defined herein).

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

“District” – means the Willow Creek 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 visit 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” – means 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 ARE DEEMED TO HAVE READ AND OBTAINED A COPY, IF DESIRED, 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 shall not be entitled to a refund of any O&M Assessments or debt service special assessments due to closure of the Amenities or suspension of that Resident’s access privileges to use the Amenities. 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 (2) Access Cards.
- (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 by the District. The Non-Resident User Fee must be paid in full before the Non-Resident may use the Amenities. Each subsequent 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 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 Patron 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 must accompany its Guests during its Guests’ use of the Amenities and in every event are responsible for all actions, omissions and negligence of such Guests, including Guests’ adherence 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 Patron 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 a written notice to the District Manager on the "Assignment of Amenity Rights and Privileges" form attached hereto as **Exhibit C**, designating and identifying the Renter who shall hold the beneficial usage rights, submitting with such notice the Renter's proof of residency (i.e., a copy of the lease agreement). Renter's Access Card 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) **Access Cards.** Access Cards 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 may be required annually. All Patrons must use their Access Card for entrance to the Amenities. A maximum of two (2) Access Cards will be issued per Household.

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

Patrons must scan their Access Cards in the card reader to gain access to the Amenities. This Access Card 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 Access Card 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.

Access Cards 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 an Access Card is lost or stolen. The lost or stolen Access Card shall 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 Access Card unless said Access Card 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 Amenity 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 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 Access Cards.** Each Patron must scan in an Access Card in order to access the Amenities and must have his or her assigned Access Card in their possession and available for inspection upon District Staff's request. Access Cards are only to be used by the Patron to whom they are issued. In the case of Guests, Guests must be accompanied by a Patron possessing a valid Access Card 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.
 - (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 permitted only outdoors and at the discretion of, and in areas designated by, the District in writing at least a week in advance of such request. Proof of liability insurance acceptable to the District shall also be required.

- (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 is not responsible for lost or stolen items. The Amenity Manager is not permitted to hold valuables or bags for Patrons or Guests. All found items should be turned in to 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 Access Card 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 the 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. 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” as defined by Florida law, 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 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) **Swim at Your Own Risk.** Lifeguards are not on duty. All persons using the pool do so at their own risk and must abide by all swimming pool rules and policies.
- (3) **Supervision of Minors.** All children fourteen (14) years of age or under must be accompanied by, and supervised by, an adult at least eighteen (18) years of age at all times while at the swimming pool. 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. Persons with open cuts, wounds, sores or blisters, nasal or ear discharge, or who are experiencing diarrhea may not use the pool. No person should use the pool with or suspected of having a communicable disease which could be transmitted through the use of the pool.
- (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. Conduct that prevents the District from fostering a familial environment at the pool amenity facilities is prohibited.
- (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 sighting of 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 shall 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.
- (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. District Staff reserves the right to enforce additional policies that may be displayed onsite at the pool amenity facilities from time to time.

SPLASH PAD POLICIES

- (1) Use of the splash pad is permitted only during designated hours, as posted at the splash pad.
- (2) All persons using the splash pad do so at their own risk. No lifeguards will be on duty.
- (3) Patrons must have an Access Card to gain access to the splash pad. Proof of residency and/or ID will be required if a person using the splash pad does not have his/her Access Card.
- (4) Each Household may bring up to two (2) Guests for use of the splash pad. Guests must be accompanied by a Patron with an Access Card at all times.
- (5) The Amenity Manager has the authority to deny access and/or usage of the splash pad at any time if the maximum bathing load is reached, as defined by Brevard County, Florida.
- (6) The splash pad may be closed at any time due to inclement weather, unforeseen circumstances, certain seasons of the year, or for maintenance.
- (7) The splash pad area cannot be reserved and is not a rentable area. Splash pad use is on a first-come, first-served basis until the splash pad reaches the maximum bathing load, as defined by Brevard County, Florida.
- (8) Children under the age of fourteen (14) years old must be accompanied by an adult eighteen (18) years of age or older.
- (9) Children under the age of three (3) years old, 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 splash pad. If contamination occurs, the splash pad will be 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 splash pad.
- (10) All splash pad users must shower before initially entering the splash pad. Persons with open cuts, wounds, sores or blisters, nasal or ear discharge, or who are experiencing diarrhea may not use the splash pad. No

person should use the pool with or suspected of having a communicable disease which could be transmitted through the use of the pool.

- (11) Appropriate swimming attire (swimsuits) must be worn at all times.
- (12) No glass, breakable items, or alcoholic beverages are permitted in the splash pad area. No food or chewing gum is allowed in the splash pad area.
- (13) No smoking, vaping, or tobacco products permitted.
- (14) Patrons are responsible for their Guests and their behavior. Parents are responsible for their child(ren)'s behavior.
- (15) No running, flipping, roughhousing, or hanging on any of the splash pad equipment.
- (16) Do not drink or swallow the water in the splash pad. It is a re-circulated chlorinated water system.
- (17) All splash pad users must conduct themselves in a courteous, safe, and family-oriented manner. No cursing, offensive language, or offensive gestures are allowed.
- (18) Do not place any pool furniture on the splash pad.
- (19) No one is permitted to play music which is audible to others (headphones or earbuds only).
- (20) Do not cover any of the water fixtures or drains.

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 Willow Creek Community Development District governing the Amenities. Disregard or violation of the District's Policies and misuse or destruction of Fitness Center equipment may result in the suspension or termination of Fitness Center privileges. Prior to entering the Fitness Center, persons are required to register with Fitness Center attendant.

Please note that the Fitness Center is an unattended facility and persons using this facility do so at their own risk. Persons interested in using the Fitness Center are encouraged to consult with a physician prior to commencing a fitness program.

- (1) **Hours.** The Fitness Center is available for use by Patrons during normal operating as displayed onsite at the Fitness Center.
- (2) **Eligible Users.** Patrons sixteen (16) years of age and older are permitted to use the Fitness Center during designated operating hours. Children who are thirteen (13) to fifteen (15) years of age may use the Fitness Center only when accompanied by an Adult. No children twelve (12) years of age and under are permitted in the Fitness Center. A limit of two (2) Guests may use the Fitness Center if accompanied by an adult Patron.

Persons under the age of eighteen (18) must have an executed Parental Release of Liability Form contained in **Exhibit D** on file at Amenity Center prior to using the Fitness Center.

- (3) **Proper Attire.** Appropriate clothing and footwear (covering the entire foot) must be worn at all times in the Fitness Center. Appropriate clothing includes t-shirts, shorts (no jeans), leotards, and/or sweat suits (no swimsuits).
- (4) **Food and Beverage.** Food (including chewing gum) is not permitted within the Fitness Center. Beverages, however, are permitted in the Fitness Center if contained in non-breakable containers with screw top or sealed lids.

(5) General Policies.

- a. Each individual is responsible for wiping off fitness equipment after use.
- b. Use of personal trainers is generally permitted in the Fitness Center. District Staff reserves the right to prohibit personal trainers who fail to comply with District rules and policies from accessing the Fitness Center.
- c. Hand chalk is not permitted to be used in the Fitness Center.
- d. Radios, tape players and CD players are not permitted unless they are personal units equipped with headphones.
- e. No bags, gear, or jackets are permitted on the floor of the Fitness Center or on the fitness equipment.
- f. Weights or other fitness equipment may not be removed from the Fitness Center.
- g. Please limit use of cardiovascular equipment to thirty (30) minutes and step aside between multiple sets on weight equipment if other persons are waiting.
- h. Any fitness program operated, established and run by the Amenity Center may have priority over other users of the Fitness Center.
- i. Wet bathing suits are not allowed in the Fitness Center.
- j. Strollers and infant carry seats are not allowed in the Fitness Center.

PICKLEBALL POLICIES

All Patrons and Guests using the pickleball court are expected to conduct themselves in a responsible, courteous and safe manner in compliance with all Policies of the District governing the Amenities. Disregard or violation of the District's Policies and misuse or destruction of pickleball equipment may result in the suspension or termination Amenity privileges. Guests may use the pickleball courts if accompanied by an adult Patron eighteen (18) years and older.

Please note that the pickleball court is an unattended amenity and persons using the amenity do so at their own risk. Persons interested in using the pickleball court are encouraged to consult with a physician prior to using the amenity.

- (1) Hours.** The pickleball court is available for use by Patrons during normal operating hours from dawn to dusk.
- (2) Proper Attire.** Proper pickleball shoes and attire is required at all times while on the courts.
- (3) First Come.** The pickleball court is available on a first come, first serve basis. Limit play to 1 hour when others are waiting for an unreserved court. Patrons and Guests are limited to the use of one (1) pickleball court when others are waiting.
- (4) General Policies.**
 - a. Proper pickleball etiquette shall be adhered to at all times. The use of profanity or disruptive behavior is prohibited.
 - b. Persons using the pickleball court must supply their own equipment (rackets, balls, etc.).
 - c. Pets, roller blades, bikes, skates, skateboards, and scooters are prohibited from the pickleball court.
 - d. Non-Alcoholic beverages are permitted at the Pickleball Facility if contained in non-breakable

- containers with screw top or sealed lids. No glass containers are permitted on the pickleball courts.
- e. No chairs other than those provided by the District permitted on the pickleball court.
- f. Lights at the pickleball court must be turned off after use.
- g. Children under the age of fourteen (14) years old are not allowed to use the pickleball court unless accompanied by an adult Patron eighteen (18) years and older.

TOT LOT POLICIES

- (1) **Use at Own Risk.** Patrons may use the tot lot at their own risk and must comply with all posted signage.
- (2) **Hours of Operation.** Unless otherwise posted, the tot lot hours are from dawn to dusk.
- (3) **Supervision of Children.** Supervision by an adult eighteen (18) years and older is required for children twelve (12) years of age or under. Children must always remain within the line of sight of the supervising adult. All children are expected to play cooperatively with other children.
- (4) **Shoes.** Proper footwear is required and no loose clothing, especially with strings, should be worn.
- (5) **Mulch.** The mulch material is necessary for reducing fall impact and for good drainage. It is not to be picked up, thrown, or kicked for any reason.
- (6) **Food and Drink.** No food, drinks or gum are permitted on the tot lot, other than such water in non-breakable containers as may be necessary for reasonable hydration.
- (7) **Glass.** No glass containers or objects are permitted. Patrons should notify District Staff if broken glass is observed at the tot lot.

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) Patrons may fish from District Lakes. However, the District has a "catch and release" policy for all fish caught in these waters.
- (4) Pets are not allowed in the District Lakes.
- (5) Owners of property lying to 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, water moccasins and other snakes, alligators, snapping turtles, birds and other wildlife which 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; 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.

FACILITY RENTAL POLICIES

Patrons, ages eighteen (18) years and older, may reserve for rental the community room at the Amenity Facilities (“Community Room”) for private events at the discretion of District Staff. Reservations must be made and approved at least two (2) weeks but not more than four (4) months prior to the requesting date. Cancellations require a minimum of forty-eight (48) hours notice. In addition, each Patron may rent the Community Room only once per quarter of the calendar year. Persons interested in doing so should contact Governmental Management Services – South Florida, LLC, by phone at (954) 721-8681 or email amenityaccess@gmssf.com regarding the anticipated date and time of the event to determine availability. Please note that the Community Room is unavailable for private events on the following holidays:

Easter Sunday	Halloween	New Years Eve
Memorial Day Weekend	Thanksgiving Day	New Years Day
4 th of July	Christmas Eve	
Labor Day Weekend	Christmas Day	

1. Available Facilities. The Community Room is available for private rental for four (4) hours (including set-up and post-event cleanup).

PLEASE NOTE: No Wet Swimsuits or clothing are permitted in the Community Room.

Note: The pool and pool deck area of the Amenity Facilities are not available for private rental and shall remain open to other Patrons and their guests during normal operating hours.

Possession, distribution, and use or consumption of alcohol is prohibited on all District owned property.

The Patron renting the Community Room shall be responsible for any and all damage and expenses arising from the event.

2. Reservations. Patrons interested in reserving the Community Room must complete the Facility Use Application contained in **Exhibit E** and submit it to Governmental Management Services – South Florida, LLC, by email at amenityaccess@gmssf.com.

At the time of approval, two (2) checks or money orders (no cash) made out to the **Willow Creek Community Development District** must be submitted to Governmental Management Services – South Florida, LLC in order to reserve the Community Room. **One (1) check should be in the amount of the rental fee and the other check should be in the amount of the deposit.**

Governmental Management Services – South Florida, LLC will review the Facility Use Application on a case-by-case basis and has the authority to reasonably deny a request. Denial of a request may be appealed to the District's Board of Supervisors for consideration.

3. Rental Fee and Deposit. The rental rates as set forth below include a four (4) hour block of time. The rental fees and deposits for the use of the District's Community Room for private events are as follows:

Willow Creek Amenity Facilities Rental Fee (4 hours)	Fee	Deposit
Community Room	\$250	\$250

As stated above, a refundable damage deposit in the amount of two hundred fifty dollars (\$250) is required to reserve the Community Room. To receive a full refund of the deposit, the following must be completed where applicable:

- a. Ensure that all garbage is removed and placed in the dumpster.
- b. Remove all displays, favors or remnants of the event.
- c. Restore the furniture and other items to their original position.
- d. Wipe off counters, table tops and sink area.
- e. Replace garbage liner.
- f. Clean any windows and doors in the rented area.
- g. Ensure that no damage has occurred to the Amenity Facilities and its property.
- h. Patron and Guests are required to adhere to all policies for the Amenity Facilities. Failure to comply with such rules and regulations may result in the forfeiture of the Patron's deposit.

If additional cleaning is required, the Patron reserving the Community Room will be liable for any expenses incurred by the District to hire an outside cleaning contractor. In light of the foregoing, the Patron may opt to pay for the actual cost of cleaning by a professional cleaning service hired by the District. The Amenity Manager shall determine the amount of deposit to return, if any.

SUSPENSION AND TERMINATION OF PRIVILEGES

SUSPENSION AND TERMINATION OF ACCESS RULE

Law Implemented: ss. 120.69, 190.011, 190.012, Fla. Stat. (2023)

Effective Date: August 9, 2024

In accordance with Chapters 190 and 120 of the Florida Statutes, and on August 9, 2024, at a duly noticed public meeting, the Board of Supervisors (“Board”) of the Willow Creek 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 rules and policies established for the safe operations of the District’s Amenity Facilities.

3. Access Card. 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 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 the District’s 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, 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, amenities management, contractors, representatives, residents, 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, its staff, contractors, representatives, residents, 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, its staff, contractors, representatives, residents, 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 facilities 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 or allegedly committed on District property shall automatically 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 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 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 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 access cards or 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"), as referenced in Section 8(e). 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 Amenity Facilities 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), shall do so at his or her 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 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, regardless of determination of who may be wholly or partially at fault.

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" shall mean 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.

- Exhibit A:** Amenity Rates
- Exhibit B:** Amenity Access Registration Form
- Exhibit C:** Assignment of Amenity Rights and Privileges
- Exhibit D:** Parental Release of Liability Form
- Exhibit E:** Facility Use Application

EXHIBIT A
AMENITY RATES

TYPE	RATE
Annual User Fee	\$2,500.00-\$4,000.00
Replacement Access Card	\$30.00-\$50.00
Administrative Fee	\$500.00
Returned Check/Insufficient Funds Fee	\$50.00
Amenity Facilities Rental – Community Room	\$250.00; \$250.00 deposit plus security deposit that is refundable

EXHIBIT B
AMENITIES ACCESS REGISTRATION FORM

NOTE TO STAFF: This form may contain confidential information. Please do not disclose its contents without first consulting the District Manager.

PRIVACY NOTICE: Under Florida's Public Records Law, Chapter 119, Florida Statutes, the information you submit on this form may become part of a public record. This means that, if a citizen makes a public records request, we may be required to disclose the information you submit to us. Under certain circumstances, we may only be required to disclose part of the information submitted to us. If you believe that your records may qualify for an exemption under Chapter 119, Florida Statutes, please notify the District Manager and complete the Address/Identification Confidentiality Request from Public Records Disclosure Form.

PRIMARY PATRON INFORMATION (family members to be added to reverse side)

Last Name _____ First Name _____
Address _____
Street Address *Apartment/Unit #*

TENANT INFORMATION (IF APPLICABLE)*

Begin Lease Date _____ End Lease Date _____
Owner Last Name _____ Owner First Name _____
Owner Address _____
Street Address
**Tenant shall provide a copy of their release and Owner shall submit a Amenity Right release form*

EMERGENCY NOTIFICATION INFORMATION

Home Phone Number _____
Cell Phone Number _____ Name _____
Cell Phone Number _____ Name _____
Email Address(es) _____

Please select all that apply:

- I would like to receive e-mails on District programs and events. (Do not check this option if you want the information in this section to be used only for emergency purposes.)
- I would like to receive text messages on District programs and events. (Do not check this option if you want the information in this section to be used only for emergency purposes.)
- Only contact me in case of emergency.

PRIVACY NOTICE: If you indicate that we should only use the Optional/Emergency Notification Information in case of emergency, then, pursuant to Section 119.071, Florida Statutes the Optional/Emergency Notification Information (which consists of the information in this section) may be exempt from disclosures we make as the result of a public records request.

SPECIAL NEEDS

Does anyone in your family have special needs you would like us to be aware of? YES NO
If you answered yes, please provide specific information below in the blank space:

HOUSEHOLD MEMBERS (Must Reside in Same House)

Name (Last, First)	Cell Phone	Email Address	District Resident*
1.			
2.			
Name(s) of Children	Age	Birthdate	
3.			
4.			
5.			
6.			
7.			
8.			

*Non-Residents must complete the Non-Resident User Agreement and pay Annual User Fee.

**In the event that one of the cards is lost, we will be responsible in paying \$30.00 - \$50.00 for each replacement card.

Please initial _____

PLEASE READ AND SIGN BELOW:

The undersigned agrees and acknowledges that the above information is true and correct. It is understood that Access Cards are the property of the Willow Creek Community Development District (“District”) and are non-transferable, in accordance with the District’s rules, policies and/or regulations. In consideration for the admittance of the above listed persons and their guests to utilize District property and District facilities, including without limitation the pool, splash pad, pickleball court, fitness center, tot lot and all other real property owned and operated by the District (together, the “Facilities”), the undersigned on behalf of himself and/or herself and each of their minor children, heirs and successors, hereby agrees to hold harmless and release the District, its staff, supervisors, agents, officers and employees, from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries, death, property damage or of any nature, arising out of, or in connection with use of the Facilities, including litigation or any appellate proceedings with respect thereto, except to the extent caused by the gross or intentional negligence of the District. Furthermore, Patron understands that the District and its staff, supervisors, agents, officers and employees assume no responsibility for injuries or illness that Patron(s), or his or her minor children, may sustain as a result of individual physical condition or resulting from such person(s) participation in any activities, sports, use of the pool, splash pad, pickleball court, fitness center, tot lot, or other activities on District owned property. Patron expressly acknowledges on behalf of him/herself and his or her minor children, heirs and successors that he/she assume the risk for any and all injuries and illness that may result from participation in these activities. Patron hereby releases and discharges the District and its staff, supervisors, agents, officers and employees as a result of Patron(s), or his or her minor children’s, participation in these activities. Patron further understands that the District is not responsible for personal property lost or stolen while at the Facilities. By signing below, Patron(s) acknowledge he/she has received the District rules and policies and shall abide by the same. Nothing herein shall be construed as a waiver of the District’s sovereign immunity or limits of liability beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes or other statute.

Print Name: _____

Signature: _____

Date: _____

DISTRICT Employee Initials _____

Willow Creek Community Development District
Non-Resident User Agreement

THIS AGREEMENT, made and executed this ____ day of _____, 202__, by and between the Willow Creek Community Development District (“District”), and _____ whose address is _____ (“User”). The District is the owner of the real property and facilities comprised of a pool and other recreational facilities within the District located in Brevard County, Florida (“Facilities”). User is a non-resident member of the public desiring to utilize the Facilities. A non-resident is a person or family who does not reside or own property within the District. The District will permit User to utilize the Facilities subject to the terms and conditions contained in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. User shall pay a one-time non-refundable annual fee (“Membership Fee”) to utilize the Facilities for 12 months. (Please Initial Membership Type).

_____ \$2,500 - \$4,000/Year Household All-Amenities

The 12-month period shall commence as of the date of this Agreement and terminate on that same date the following year.

2. The right to use the Facilities provided through this Agreement is personal to the person paying the Membership Fee and family members residing in his/her Household (as defined in the District’s Amenity Policies) and is not transferable, alienable, devisable, or inheritable. This Agreement shall be binding upon, and shall inure to the benefit of the District and its respective legal representatives and successors. Nothing herein shall inure to the benefit of any third-party, not a party to this Agreement.
3. User agrees that use of Facilities by User, User’s family members residing in his/her Household, and User’s guest shall be subject to all rules, policies and procedures of the District as may be amended from time to time and by signature on this form, hereby agrees he/she has received a copy of such policies or was given the opportunity to receive a copy and will abide fully by the same. Failure by User, family members residing in his/her Household, or User’s Guests to abide by all rules, policies and procedures of the District may result in forfeiture of the right to utilize the Facilities. In such event, no portion of the Membership Fee shall be refunded.
4. User(s) agrees and acknowledges that the information provided herein is true and correct. It is understood that Access Cards are the property of the District and are non-transferable, in accordance with the District’s rules, policies and/or regulations. In consideration for the admittance of the herein listed persons, along with each of their Guests, to utilize District property and District facilities, including without limitation the pool, splash pad, pickleball court, fitness center, tot lot and all other real property owned and operated by the District (together, the Facilities), the undersigned on behalf of himself and/or herself and each of their minor children, heirs and successors, hereby agrees to hold harmless and release the District, its supervisors, officers, professional staff, amenity contractor, agents and employees, from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries, death, property damage or of any nature, arising out of, or in connection with use of the Facilities, including litigation or any appellate proceedings with respect

**Willow Creek Community Development District
Non-Resident User Agreement**

thereto, except to the extent caused by the gross negligence of the District. Furthermore, User(s) understands that the District and its supervisors, officers, professional staff, amenity contractor, agents and employees assume no responsibility for injuries or illness that Patron(s), or his or her minor children, may sustain as a result of individual physical condition or resulting from such person(s) participation in any activities, use of the pool, splash pad, pickleball court, fitness center, tot lot, or other activities on District owned property. User(s) expressly acknowledges on behalf of him/her self and his or her minor children, heirs and successors that he/she assume the risk for any and all injuries and illness that may result from participation in these activities. User(s) hereby releases and discharges the District and its supervisors, officers, professional staff, amenity contractor, agents and employees as a result of User(s), or his or her minor children's, participation in these activities. User(s) further understands that the District is not responsible for personal property lost or stolen while at the Facilities. Nothing herein shall be construed as a waiver of the District's sovereign immunity or limits of liability beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes or other statute.

5. All documents of any kind provided in connection with this Agreement are public records and are treated as such in accordance with the District's Rules of Procedure and Florida law.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

USER

**WILLOW CREEK COMMUNITY
DEVELOPMENT DISTRICT**

By: _____

By: _____

Payment Type: <input type="checkbox"/> Cash <input type="checkbox"/> Check # _____ <input type="checkbox"/> Credit	Date Paid: _____
Amount of Payment: \$ _____	Amenities Expiration Date: _____
E-mail added to _____ .com: _____	

HOUSEHOLD MEMBERS (Must Reside in Same House)

Name (Last, First)	Cell Phone	Email Address
Name(s) of Children	Age	Birthdate

NOTE TO STAFF: This form may contain confidential information. Please do not disclose its contents without first consulting the District Manager.

PRIVACY NOTICE: Under Florida's Public Records Law, Chapter 119, Florida Statutes, the information you submit on this form may become part of a public record. This means that, if a citizen makes a public records request, we may be required to disclose the information you submit to us. Under certain

Willow Creek Community Development District
Non-Resident User Agreement

circumstances, we may only be required to disclose part of the information submitted to us. If you believe that your records may qualify for an exemption under Chapter 119, Florida Statutes, please notify the District Manager and complete the Address/Identification Confidentiality Request from Public Records Disclosure Form.

PRIMARY USER INFORMATION (family members to be added to reverse side)

Last Name _____ First Name _____

Address _____
Street Address *Apartment/Unit #*

EMERGENCY NOTIFICATION INFORMATION

Home Phone
Number _____

Cell Phone Number _____ Name _____

Cell Phone Number _____ Name _____

Email Address(es) _____

Please select all that apply:

- I would like to receive e-mails on District programs and events. (Do not check this option if you want the information in this section to be used only for emergency purposes.)
- I would like to receive text messages on District programs and events. (Do not check this option if you want the information in this section to be used only for emergency purposes.)
- Only contact me in case of emergency.

PRIVACY NOTICE: If you indicate that we should only use the Optional/Emergency Notification Information in case of emergency, then, pursuant to Section 119.071, Florida Statutes the Optional/Emergency Notification Information (which consists of the information in this section) may be exempt from disclosures we make as the result of a public records request.

SPECIAL NEEDS

Does anyone in your family have special needs you would like us to be aware of? YES NO
If you answered yes, please provide specific information below in the blank space:

**WILLOW CREEK COMMUNITY DEVELOPMENT DISTRICT
ADDRESS/IDENTIFICATION CONFIDENTIALITY REQUEST
FROM PUBLIC RECORDS DISCLOSURE**

Florida law allows certain persons to request that a governmental entity not publicly disclose his/her specific identifying information and/or address in any of the entity's governmental records. If eligible under Florida law, submit this completed form to District. Note that this form is not intended to be an exhaustive list of exemptions, and other exemptions may apply. It is your responsibility to ensure that you are eligible under Florida law for the exemption claimed, and the District reserves the right to pursue any available legal remedies in the event that no exemption exists and the District is harmed as a result.

I hereby request the exemption (check applicable exemption category) for the person named below:

- | | |
|--|--|
| <input type="checkbox"/> Code Enforcement Officer*
<input type="checkbox"/> Dept. of Children and Family Services personnel with investigative duties involving abuse, neglect, exploitation, fraud, theft, or other criminal activities.*
<input type="checkbox"/> Dept. of Health personnel whose duties are to support the investigation of child abuse or neglect.*
<input type="checkbox"/> Dept. of Revenue personnel or local government personnel with duties relating to revenue collection and enforcement or child support enforcement.*
<input type="checkbox"/> Dept. of Business and Professional Regulation investigator or inspector (By signature below, it is certified that the person made "reasonable efforts to protect information from being accessible through other means available to the public.")*
<input type="checkbox"/> Firefighter certified in compliance with s. 633.408, F.S.
<input type="checkbox"/> Guardian ad litem (By signature below, it is certified that the person made "reasonable efforts to protect such information from being accessible through other means available to the public.")*
<input type="checkbox"/> Human resource, labor relations, or employee relations director, assistant director, manager or assistant manager of any local government agency or water management district whose duties include hiring and firing employees, labor contract negotiation, administration, or other personnel-related duties.*
<input type="checkbox"/> Judge or justice of the Florida Supreme Court, district court of appeal, circuit court and county court.*
<input type="checkbox"/> Judicial or quasi-judicial officer (general and special magistrate, judge of compensation claims, administrative law judge of the Division of Administrative Hearings, and child support enforcement hearing officer) (By signature below, it is certified that the person made "reasonable" | efforts to protect such information from being accessible through other means available to the public.")*
<input type="checkbox"/> Juvenile probation officer or supervisor, detention superintendent, assistant detention superintendent, juvenile detention officer I or II, juvenile detention officer supervisor, juvenile residential officer or supervisors I or II, juvenile counselor or supervisor, human services counselor administrators, senior human services counselor administrators rehabilitation therapist, and social services counselor of the Dept. of Juvenile Justice.*
<input type="checkbox"/> Law enforcement personnel including correctional officers and correctional probation officers.*
<input type="checkbox"/> Prosecutor (includes state attorney, assistant state attorney, statewide prosecutor, assistant statewide prosecutor). *
<input type="checkbox"/> Public defenders and criminal conflict and civil regional counsel (includes assistant public defenders, assistant criminal conflict and assistant civil regional counsel).*
<input type="checkbox"/> U.S. attorney or assistant attorney, U.S. appellate judge, U.S. district court judge and U.S. magistrate (By signature below, it is certified that the person made "reasonable efforts to protect information from being accessible through other means available to the public.")*
<input type="checkbox"/> Victim of sexual battery, aggravated child abuse, aggravated stalking, harassment, aggravated battery or domestic violence. (Attach official verification that crime occurred.). This is only a 5-year exemption. **
<input type="checkbox"/> County Tax Collector (By signature below, it is certified that the person made "reasonable efforts to protect information from being accessible through other means available to the public.")*
<input type="checkbox"/> Other (list applicable statute): _____ |
|--|--|

Printed Name: _____

Residence Address (City, State, Zip): _____

Prior/Current Position (for purpose of claiming exemption): _____ **Years Held:** _____

Description of Position: _____

Signature: _____ Date: _____ If request is submitted instead by the person's employing agency, complete the following: Agency: _____ Name/Title: _____
--

*To request an exemption for your spouse or child's identifying information and address, please submit a separate sheet with the name, date of birth, and relationship. * Available to both current and former employees. ** Florida law does not make this exemption applicable to the spouse or child of*

a donor or victim.

EXHIBIT C
ASSIGNMENT OF AMENITY RIGHTS AND PRIVILEGES

**WILLOW CREEK 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 granting specific authority to sign the owners’ names for this purpose. Upon acceptance of this properly completed document, any Access Cards previously issued to the Household will be deactivated and listed Renters become eligible to apply for Access Cards for the designated lease period.

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 Access Cards will be deactivated as of the date of such transfer.
4. Upon this transfer, Renters acknowledge they must obtain their Access Cards from the District and that Renters have received or have reviewed a copy of the Amenity Policies, dated August 9, 2024 and updated from time to time, to which they agree to follow.
5. Owners acknowledge that nothing in this assignment has any effect on their responsibilities as the owners of the Property to timely pay all Willow Creek Community Development District fees and special assessments.
6. Renters acknowledge at the end of their tenancy; their Access Cards 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 Access Cards 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

<hr/> Owner Signature (required)	<hr/> Witness Signature (required)
<hr/> Owner Printed Name (required)	<hr/> Witness Printed Name (required)
<hr/>	<hr/>

(Additional Owners continue on separate page)

EXHIBIT D
PARENTAL RELEASE OF LIABILITY FORM

**WILLOW CREEK COMMUNITY DEVELOPMENT DISTRICT:
RELEASE AND WAIVER FORM**

Date: _____

Participant Name(s): _____

I, the undersigned, hereby certify that I am the individual, parent or legal guardian of the above-named participant(s). I, the undersigned, hereby agree to defend, indemnify, waive, release and forever discharge the Willow Creek Community Development District ("District"), and its, present, former and future supervisors, agents, officers, employees and staff, together with volunteers, participants, sponsors and advertisers, their parent related, affiliated, subsidiary companies, and affiliated committees, as well as the officers, directors, agents, attorneys, employees, representatives, successors and assigns, and any other party indemnified and held harmless by the District from all claims or demands for damages, injury, death, loss to person or property, liabilities and/or expenses related in any way to utilizing the Fitness Center by the above-named participant(s). I hereby acknowledge that the participant(s) named above is/are physically fit and mentally capable of utilizing the Fitness Center and understand the risk of the Fitness Center and I have consulted a doctor or was capable of consulting a doctor to confirm such fitness. I hereby acknowledge the risk inherent in utilizing the Fitness Center and assume the risks associated therewith including, but not limited to, negligent operations, negligent security, travel and recreation operations and activities. I understand that: (a) athletic activities involve risks and dangers of serious bodily injury, including permanent disability, paralysis, and death ("Risks"); (b) these Risks and dangers may be caused by the another individual(s) utilizing the Fitness Center, and/or my own actions or inactions, the actions or inactions of others utilizing the Fitness Center, the condition of the Fitness Center, or the negligence of others; (c) there may be other risks and social and economic losses either not known, or not readily foreseeable at this time; and the I accept and assume all risks and all responsibility for losses, costs, and damages I may incur as a result of participation in the activity. I hereby give my permission for any individual affiliated with the District to seek and give appropriate medical attention to the above-named participant(s) in the event of an accident, injury or illness. I, the undersigned, will be responsible for any and all costs of medical attention and/or treatment.

Individual/Parent/Legal Guardian Name (if under 18, parents/legal guardians sign)

(Print) _____

(Date) _____

Individual/Parent/Legal Guardian Name (if under 18, parents/legal guardians sign)

(Print) _____

(Date) _____

EXHIBIT E
FACILITY USE APPLICATION

**FACILITY USE APPLICATION
WILLOW CREEK COMMUNITY DEVELOPMENT DISTRICT**

Facility: Community Room (\$250 Fee)

Refundable Damage Deposit: \$250 (check made out to the Willow Creek Community Development District).

Name of Applicant: _____

Street Address: _____

Home Phone: _____ Cell Phone: _____

Email: _____ Intended Use: _____

Estimated Attendance: _____ Date of Event: _____ Time (4-hour max): _____ *(Includes set-up and clean-up time)*

I agree to indemnify and hold harmless the Willow Creek Community Development District (the "District") and its Supervisors, officers, directors, consultants and staff from any and all liability, claims, actions, suits, or demands by any person, corporation, or other entity, for liability, claims, actions, suits, or demands by any person, corporation, or other entity for injuries, death, property damage of any nature arising out of or in connection with the use of the Amenity Facilities or surrounding areas. Nothing herein shall constitute or be construed as a waiver of the Districts' sovereign immunity granted pursuant to Section 768.28, Fla. Stat. or other law.

I have read, understand, and agree to abide by all policies and rules of the District governing the Amenity Facilities. Failure to adhere to the applicable policies and rules may result in the suspension or termination of any privileges to use the Amenity Facilities. I also understand that I am financially responsible for any damages caused by me, my family members, and my guests. If requested, I will obtain an event insurance policy naming the Willow Creek Community Development District and its agents, supervisors, officers, directors, employees, and staff as additional insured. Only the District's Patrons (as that term is defined in the District's Policies) may reserve a rental area, and the deposit for the reserved rental area must be made by the Patron who is making the reservation. That Patron must be present at the event for which the rental is made.

Signature of Applicant: _____ Date: _____

I have read and understand the following. Please initial by each line.

_____ The four (4) hour maximum time limit includes set-up and clean-up time. Please schedule accordingly. Exceeding 4 hours could result in the forfeiture of a portion of your deposit.

_____ The four (4) hour maximum time limit applies to all guests in attendance. Once the event is complete, all guests are expected to exit.

_____ There is a 48-hour cancellation policy. Failure to notify the District Manager of cancellation within 48 hours of the scheduled event could result in the forfeiture of a portion of your refundable damage deposit.

_____ A refundable damage deposit of \$250 is required for all rentals and must be paid via a separate check. The deposit check may be picked up only after the post-event checklist is completed, otherwise it will be shredded within seventy-two (72) hours.

_____ Additional fees may be assessed if the clean-up is incomplete, there is damage that exceeds the deposit, or if the event is not kept within the identified times.

_____ Maximum capacities are as follows: Community Room – 20 (or as otherwise determined by the Fire Marshall).

_____ No admission fees whatsoever shall be collected for an event at the District's Amenity Facilities unless such fee is first approved by the District.

_____ Alcohol beverages are prohibited at any of the Amenity Facilities.

_____ The District may require event liability insurance in the District's discretion and will require it when using outside vendors in conjunction with rental of the facilities, which must be pre-approved.

_____ Patron hereby agrees and recognizes that all documents and information of any kind submitted to the District may be public records and subject to public records requests under Chapter 119, *Florida Statutes*.