PARKER ROAD COMMUNITY DEVELOPMENT DISTRICT

AMENITIES RULES & POLICIES

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PART 1: Parker Road Community Development District

Amenities Policies

(adopted May 20, 2016)

In accordance with Chapter 190 of the Florida Statutes, and on May 20, 2016 at a duly noticed public meeting, the Board of Supervisors of the Parker Road Community Development District adopted the following policies to govern the operation of the District's Amenities. All prior policies of the District are hereby superseded on a going forward basis.

DEFINITIONS

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

"Access Card" – shall mean any identification card issued to Patrons.

"Amenities" – 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 District's clubhouse, fitness center, swimming pool, multi-purpose field, tennis courts, basketball court, volleyball court, playground, and event lawns, together with their appurtenant areas, facilities, equipment, and any other appurtenances.

"Amenities Policies" or "Policies" – shall mean all Amenities Policies of the District, as amended from time to time.

"Amenity Manager" – shall mean the management company, including Community Manager, Lifestyles Director and its employees, staff and agents, contracted by the District to manage the Amenities.

"Annual User Fee" – shall mean the base fee established by the District for the non-exclusive right to use the Amenities. The amount of the Annual User Fee is set forth in the District's rules.

"Board of Supervisors" or "Board" – shall mean the Board of Supervisors of the District.

"District" – shall mean the Parker Road Community Development District.

"District Manager" – shall mean the professional management company with which the District has contracted to provide management services to the District.

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

"Guest" – shall mean any person or persons, other than a Patron, who are expressly authorized by the District to use the Amenities, or invited and accompanied for the day by a Patron to use the Amenities.

"**Guest Access Card**" – A type of Access Card purchased at the request of a Patron and for use by a Guest on a temporary basis.

"Lessee" – shall mean any tenant residing in a Resident's home pursuant to a valid lease agreement.

"Non-Resident" – shall mean any person that does not own property within the District.

"Non-Resident Patron" – shall mean any person or Family not owning property in the District who is paying the Annual User Fee to the District.

"Patron" or "Patrons" – shall mean Residents, Non-Resident Patrons, and Lessee.

"Person" – shall mean an individual, or legal entity recognized under Florida law.

"Resident" – shall mean any person or Family owning property within the District.

"Weekly Guest" – shall mean a Guest who is visiting a Patron for a limited amount of time and who purchases a weekly Guest Access Card.

AUTHORIZED USERS

Generally. Only Patrons and Guests, as set forth herein, have the right to use the Amenities.

Residents. A Resident must pay the Annual User Fee applicable to Residents in order to have the right to use the Amenities. Such payment must be made in accordance with the District's annual assessment collection resolution and typically will be included on the Resident's property tax bill. Payment of the Annual User Fee entitles the Resident to use the Amenities for one full fiscal year of the District, which year begins October 1 and ends September 30.

Non-Residents. A Non-Resident Patron must pay the Annual User Fee applicable to Non-Residents in order 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. This fee must be paid in full before the Non-Resident may use the Amenities. Each subsequent Annual User Fee shall be paid in full on the anniversary date of application.

Lessee's Privileges. Residents who lease residential unit(s) in the District shall have the right to designate the Lessee of the residential unit(s) as the beneficial users of the Resident's privileges to use the Amenities.

1. A Lessee who is designated 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.
2. During the period when a Lessee is designated as the beneficial user, the Resident shall not be entitled to use the Amenities.
3. Residents shall be responsible for all charges incurred by their Lessees which remain unpaid after the customary billing and collection procedure established by the District. Resident owners are responsible for the deportment of their respective Renter.
4. Renters shall be subject to all rules and policies as the Board may adopt from time to time.

Guests. Except as otherwise provided for herein, each Patron who is at least fourteen years of age may bring a maximum of eight Guests to the Amenities, provided however that Guests must be accompanied by the Patron when using the Amenities and provided however that the Patron will be responsible for any harm caused by the Patron's Guests while using the Amenities. For clarification purposes, the preceding sentence shall be construed to place an five Guest limitation on the total number of Guests that a Patron may bring on behalf of that Patron's particular residence or household – e.g., a Patron Family consisting of four people cannot bring up to eight Guests each for a total of thirty-two Guests, but instead can only bring a total of eight Guests on behalf of the entire household. The District may also in its discretion invite Guests as part of any community programming activities. Applicable fees may apply. Guests shall be subject to all rules and policies as the Board may adopt from time to time.

Weekly Guests who have purchased a Guest Access Card are not required to be accompanied by a Patron; however, they are not entitled to bring additional Guests. The Patron by which the Guest Access Card was purchased is responsible for any harm caused by the Patron's Weekly Guest while using the Amenities.

Registration / Disclaimer. In order to use the Amenities, each Patron, all members of a Patron's Family, and all Guests shall register with the District by executing a Registration Form, and by executing the Consent and Waiver Agreement, a copy of which is attached hereto as **Exhibit A.** **All persons using the Amenities do so at their own risk and agree to abide by the rules and policies for the use of the Amenities. As set forth more fully later herein, the District shall assume no responsibility and**

shall not be liable for any accidents, personal injury, or 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. Patrons are responsible for their actions and those of their Guests.

MEMBER ACCESS

Access to Amenities. Patrons shall access the Clubhouse by means of a thumbprint reader. Therefore, all family members aged fourteen (14) and older wishing to access the Clubhouse shall be required to coordinate recording of their thumbprint with the Amenity Manager.

Use of Access Cards. If issued by the District as a means of entry to the Amenities, Patrons and Guests can use their Access Cards to gain access to the Amenities. Alternatively, Patrons may use the thumbprint identification system if such system is required by the District. Upon arrival at the clubhouse or other amenity facility, Patrons and Guests will scan their Access Cards or thumbprints in the card reader located outside of the main entrance doors in order to unlock the doors. Under no circumstance should a Patron or Guest provide an Access Card to another person to allow him or her to use the Amenities.

Issuance of Access Cards. If issued by the District, each Patron may receive one Access Card per individual, over the age of fourteen, residing in the home upon registration with the District.

Non-Transferrable. Access Cards are the property of the District and are non-transferable except in accordance with the District's rules and policies.

Lost or Stolen Cards. All lost or stolen cards need to be reported immediately to the District. Fees may apply to replace any lost or stolen cards.

COMMUNITY PROGRAMMING

Resources. The District is pleased to offer a wide variety of programs and activities designed to meet the needs of community members of all ages, interests and skill levels. Each year, the Amenity Manager will evaluate and improve upon existing programs, as well as continually add new activities in each category. The format of each program or activity will be structured to most effectively provide participants with a positive recreational experience of the highest caliber. Patrons can easily find information on new programs and events by picking up the monthly program calendars, reviewing the community bulletin board, or by contacting the Amenity Manager at the clubhouse:

Amenity Manager
Management Specialists Services, LLC
11701 SW 30th Avenue
Gainesville, Florida 32608
352-335-7848

Patrons and Guests Only. Unless otherwise directed by the District, programs will be open to Patrons and their Guests only, subject to payment of any applicable fees. Patrons may register Guests for programs; however, in order to provide Patrons with priority registration, Guests may be assessed a surcharge and will only be able to register for programs if space permits.

Registration. Most programs will require advanced registration or an RSVP to allow the staff to plan effectively. To avoid the unnecessary cancellation of a program, register by the posted deadline. Late registrations may be accepted on a case-by-case basis. Due to the nature of some programs and the availability of space, late registration may not always be feasible. Some programs will have maximum registration limitations. In the event a program is full, a waiting list will be created. If there are cancellations in the program, the Patrons on the waiting list will be contacted. This waiting list will also be used to determine if an additional program can be offered.

Programs and Activities. All programs and services including personal training, group exercise, tennis lessons, instructional programs, competitive events, and other programs must be conducted through the Amenity Manager or as directed by the Board. A schedule of activities for the Amenities will be posted in each area and updated by the Amenity Manager.

Athletic Teams. The District may from time to time authorize certain District sponsored athletic teams that may be eligible to use the Amenities for both practice and competitions. For such events, teams from outside the District may be invited to participate in competitions. The District's rules and policies apply to all such teams, and all such members of any outside teams shall be considered Guests within the meaning of these policies. Please contact the Amenity Manager for further information.

Cancellation by the District. The Amenity Manager will notify Patrons if there is a need to change or cancel a program. If a program is cancelled, Patrons will be issued a refund or credit on their account.

Refunds. Program refunds and credit may be granted on a case by case basis. Refunds and credits after the program registration deadline or after a program begins may not be approved.

GENERAL PROVISIONS

All Patrons and Guests using the Amenities are expected to conduct themselves in a responsible, courteous and safe manner, in compliance with all rules and policies of the District.

Emergencies: After contacting 911 if required, all emergencies and injuries must be reported to the on-site Amenity Manager at , and to the office of the District Manager at (407) 382-3256 .

Hours of Operation. All hours of operation of the Amenities will be established and published by the District. The clubhouse will be closed on the following holidays: Easter, Thanksgiving Day, Christmas Eve, Christmas Day and New Year's Day. The District may restrict access or close some or all of the Amenities for purposes of providing a community activity, for making improvements, for conducting maintenance, or other purposes. Any programs or activities of the District may have priority over other users of the Amenities.

Except as otherwise stated herein, the following additional guidelines govern the use of the Amenities generally:

1. ***Registration.*** All Patrons may be required to sign-in upon entering the clubhouse.
2. ***Guests.*** Guests must be accompanied by a Patron while using the Amenities.
3. ***Minors.*** Except as otherwise stated herein, children under fourteen (14) years of age must be accompanied by an adult aged eighteen (18) or older.
4. ***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. Bathing suits and wet feet are not allowed indoors with the exception of the locker room and bathroom areas.
5. ***Food and Drink.*** Food and drink will be limited to designated areas only.
6. ***Alcohol.*** Alcoholic beverages shall not be served or sold, nor permitted to be consumed on the premises of the Amenities, except at pre-approved special events. Patrons will be required to hire a licensed and insured vendor of alcoholic beverages, and they must provide proof of this to the Amenity Manager prior to the event. Anyone that appears to be under the influence of drugs or alcohol will be asked to leave the Amenities.
7. ***No Smoking.*** Smoking (including e-cigarettes) is not permitted in any building, or any District owned outdoor Amenity to the maximum extent of the prohibitions set forth in the Florida Clean Indoor Air Act or other subsequent legislation. No employee or contractor of the District shall smoke in any building, or any District owned outdoor Amenity. Any violation of this policy shall be reported to the Amenity Manager.
8. ***Pets.*** With the exception of service animals, pets are only permitted in designated areas, and they are not permitted indoors. Where service animals are permitted on the grounds, they must be leashed. Patrons are responsible for picking up after all pets as a courtesy to others and in accordance with the law.

9. ***Vehicles.*** 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. Golf carts, off-road bikes/vehicles (including ATV's), and motorized scooters 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.
10. ***Skateboards, Etc.*** Bicycles, skateboards, rollerblades, scooters, hover boards and other similar uses are limited to designated outdoor areas only.
11. ***Fireworks.*** Fireworks of any kind are not permitted anywhere on the Amenities or adjacent areas.
12. ***Service Areas.*** Only District employees and staff are allowed in the service areas of the Amenities.
13. ***Courtesy.*** Patrons and their Guests shall treat all staff members and other Patrons and Guests with courtesy and respect.
14. ***Profanity.*** Loud, profane or abusive language is prohibited.
15. ***Horseplay.*** Disorderly conduct and horseplay are prohibited.
16. ***Equipment.*** All equipment and supplies provided for use of the Amenities must be returned in good condition after use. Patrons are encouraged to let the staff know if an area of the Amenities or a piece of equipment is in need of cleaning or maintenance.
17. ***Littering.*** Patrons are responsible for cleaning up after themselves and helping to keep the Amenities clean at all times.
18. ***Solicitation and Advertising.*** Commercial advertisements shall not be posted or circulated in the Amenities. Petitions, posters or promotional material shall not be originated, solicited, circulated or posted on Amenities property unless approved in writing by the District.
19. ***Firearms.*** Firearms are not permitted in any of the Amenities or on any District property in each case to the extent such prohibitions are permitted under Florida law. Among other prohibitions, no firearms may be carried to any meeting of the District's Board of Supervisors.
20. ***Trespassing / Loitering.*** There is no trespassing or loitering allowed at the Amenities. Any individual violating this policy may be reported to the local authorities.
21. ***Compliance with Laws.*** All Patrons and Guests shall abide by and comply with any and all federal, state and local laws and ordinances, as well as any District rules and policies, while present at or utilizing the Amenities, and shall ensure that any minor for whom they are responsible also complies with the same.
22. ***Surveillance.*** Various areas of all Amenities are under twenty-four (24) hour video surveillance.
23. ***Grills.*** Grills are permitted only outdoors and at the discretion of, and in areas designated by, the District.
24. ***Bounce Houses.*** Bounce houses and similar apparatus are permitted only outdoors and at the discretion of, and in areas designated by, the District. Proof of liability insurance acceptable to the District shall also be required.
25. ***Cellular Phones.*** To prevent disturbance to others, use of cellular telephones is limited while in the clubhouse and pool deck. Patrons and guests are asked to keep their ringers turned off or on vibrate while in the clubhouse and pool deck.

26. ***Lost Property.*** The District is not responsible for lost or stolen items. Staff members are 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. Items will be stored in the lost and found for up to one month.

FITNESS CENTER

The following policies apply to the District's fitness center:

1. ***Exercise at Your Own Risk.*** The fitness center is not supervised during operating hours. All Patrons are encouraged to consult their physician before beginning an exercise program.
2. ***Usage Restrictions.*** Patrons and Guests ages 14 and older may use the fitness center.
3. ***Attire.*** Appropriate attire including shorts, shirts, and closed toed athletic footwear must be worn at all times in the fitness center. To maintain clean and sweat-free equipment, clothing must cover any part of the body exposed to direct contact with the equipment.
4. ***Courtesy.*** If a Patron/guest is waiting, cardiovascular equipment utilization is limited to 30 minutes. If a Patron or Guest is waiting for the weight equipment, individuals should allow others to "work in" between sets. All equipment must be wiped down after use.
5. ***Food and Drink.*** No food or chewing gum is permitted in the fitness center. Water or other sport drinks must be contained in non-breakable spill-proof containers.
6. ***Noise.*** Personal music devices are permitted if used with headphones and played at a volume that does not disturb others.
7. ***Equipment.*** Weights or other fitness equipment may not be removed from the fitness center. Please replace weights to their proper location after use. Free weights are not to be dropped and should be placed only on the floor or on equipment made specifically for storage of the weights.
8. ***Hand Chalk.*** Hand chalk is not permitted.
9. ***Personal Training.*** Except as expressly authorized by the District, personal training for fees, or solicitation of personal training services for fees, is prohibited.

RESORT POOL

The following policies apply to the District's pool:

1. ***Swim at Your Own Risk.*** The pool areas are not supervised, so all Patrons use the pool at their own risk.
2. ***Operating Hours.*** The pool areas are open from dawn to dusk only. No one is permitted in the pool at any other time unless a specific event is scheduled.

3. ***Supervision of Children.*** Children under 16 years of age must be accompanied by an adult at least 18 years of age at all times for usage of the pool.
4. ***Skateboards, Etc.*** No bicycles, scooters, roller skates, roller blades, hover boards, skate boards or other similar items are permitted on the pool deck.
5. ***Food and Drink; Alcohol & Smoking.*** Patrons are permitted to bring their own snacks and water to the pool; however, no food or beverages are permitted in the pool or the pool wet deck area, as defined by Florida law. Glass containers or breakable objects of any kind are not permitted within the fenced area surrounding the pool. Additionally, all General Provisions previously set forth herein apply, including but not limited to the prohibitions on alcohol and smoking set forth as paragraphs 6 and 7 of the General Provisions.
6. ***Unsafe Behavior.*** No pushing, running, horseplay or other similarly unsafe behavior is allowed in the pool or on the pool deck area.
7. ***Diving.*** Diving is strictly prohibited at the pool, with the exception of swim team competitions pre-approved by the District.
8. ***Noise.*** Radios, tape players, CD players, MP3 players and televisions, and the like are not permitted unless they are personal units equipped with headphones.
9. ***Aquatic Toys and Recreational Equipment.*** Prohibited items include, but are not limited to, rafts, inner tubes, scuba gear, squirt guns, swim fins, balls, frisbees, inflatable objects, or other similar water play items. Exceptions are small personal floatation devices for swimming assistance, kickboards, masks, goggles, pool noodles, dive sticks, snorkels and water wings. Amenities staff has the final say regarding the use of any and all recreational floatation devices, and the District reserves the right to discontinue usage of such play equipment during times of peak or scheduled activity at the pool, or if the equipment provides a safety concern.
10. ***Entrances.*** Pool entrances, including stairs and ladders, must be kept clear at all times.
11. ***Railings.*** No swinging on ladders, fences, or railings is allowed.
12. ***Pool Furniture.*** Pool furniture is not to be removed from the pool area or placed in the pool.
13. ***Chemicals.*** Chemicals used in the pool may affect certain hair or fabric colors. The District is not responsible for these effects.
14. ***Pets.*** Pets, (with the exception of service animals), are not permitted on the pool deck area inside the pool gates at any time.
15. ***Attire.*** Appropriate swimming attire (swimsuits) must be worn at all times.
16. ***Parties.*** Parties at the pool are prohibited, and participants may be asked to leave by the Amenity Manager.
17. ***Prevention of Disease.*** All swimmers must shower before initially entering the pool. Persons with open cuts, wounds, sores or blisters 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.
18. ***Swim Diapers.*** Parents should take their children to the restroom before entering the pool. Children who are not reliably toilet trained must wear swim diapers and a swimsuit over the swim diaper. If contamination occurs, the pool

will be closed for twenty four (24) hours and the water will be shocked with chlorine to kill the bacteria. Any individual responsible for contamination of the pool may be held responsible for any clean-up or decontamination expenses incurred by the District.

19. ***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.
20. ***Lap Lanes.*** Lap lanes are to be used only by persons swimming laps or water walking or jogging. Hanging on the lane lines and interfering with the lap-swimming lane is prohibited.
21. ***Reservation of Tables or Chairs.*** Tables or chairs on the deck area may not be reserved by placing towels or personal belongings on them, except for up to thirty minutes.
22. ***Pool Closure.*** The pool may close due to weather warnings, fecal accidents, chemical balancing, or general maintenance and repairs.
23. ***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, or when instructed to do so by the staff.
24. ***Swim Instruction.*** Except as expressly authorized by the District, swim instruction for fees, or solicitation of swim instruction for fees, is prohibited.
25. ***ADA Compliant Chair Lift.*** The chair lift(s) in the pool area are provided pursuant to the Americans with Disabilities Act. They are to be used only to facilitate usage of the pool by disabled individuals. Any use of the chair lift for other than its intended purpose is strictly prohibited.

TENNIS COURTS

The following policies apply to the tennis courts:

1. ***First Come Basis.*** Courts are available for use by Patrons and Guests only on a first come first serve basis. When other players are waiting tennis court use should be limited to 1 hour.
2. ***Attire.*** All players shall be dressed in appropriate attire, which includes: shirts, tennis shoes, shorts or warm up suits. These items must be worn at all times. Hard and/or black soled shoes are restricted from the tennis courts.
3. ***Use.*** Tennis courts are for tennis only.
4. ***Pets.*** Pets, with the exception of service animals, are not permitted on the tennis courts at any time.
5. ***Food and Drinks.*** Food and gum are not permitted on the courts. Drinks must be in a non-breakable spill-proof container.
6. ***Glass Containers.*** No glass containers or breakable objects of any kind are permitted on the tennis courts.

7. ***Operating Hours.*** The tennis courts are open from 7 a.m. to 10 p.m. or as otherwise posted. No one is permitted on the tennis courts at any other time unless a specific event is scheduled.
8. ***Skateboards, Etc.*** No bicycles, scooters, roller skates, roller blades or skate boards, hover boards or similar items are permitted on the tennis courts.
9. ***Furniture.*** No furniture, other than benches already provided, will be allowed on the playing surfaces.
10. ***Equipment.*** Patrons are responsible for bringing their own equipment.
11. ***Tennis Instruction.*** Except as expressly authorized by the District, tennis instruction for fees, or solicitation of tennis instruction for fees, is prohibited.

BASKETBALL COURT

The following policies apply to the basketball court:

1. ***First Come Basis.*** The court is available for use by Patrons and Guests only on a first come first serve basis. When other players are waiting basketball court use should be limited to 1 hour.
2. ***Attire.*** All players shall be dressed in appropriate attire, which includes: shirts, basketball shoes, shorts or warm up suits. These items must be worn at all times.
3. ***Use.*** The basketball court is for basketball only.
4. ***Pets.*** Pets, with the exception of service animals, are not permitted on the basketball court at any time.
5. ***Food and Drinks.*** Food and gum are not permitted on the court. Drinks must be in a non-breakable spill-proof container.
6. ***Glass Containers.*** No glass containers or breakable objects of any kind are permitted on the tennis courts.
7. ***Operating Hours.*** The basketball court is open from dawn to dusk. No one is permitted on the basketball court at any other time unless a specific event is scheduled.
8. ***Skateboards, Etc.*** No bicycles, scooters, roller skates, roller blades or skate boards, hover boards or similar items are permitted on the basketball court.
9. ***Furniture.*** No furniture, will be allowed on the playing surfaces.
10. ***Equipment.*** Patrons are responsible for bringing their own equipment.

MULTI-PURPOSE FIELD

Our community offers a multi-purpose field. The following policies apply:

1. ***First Come Basis.*** The field is available for use by Patrons and Guests only on a first come first serve basis.
2. ***Vehicles.*** No bicycles, scooters, skate boards, hover boards or other equipment or vehicles with wheels are permitted.
3. ***Chalking.*** Chalking or marking the field must be approved in advance and proper marking materials must be used.

4. ***Glass Containers.*** No glass containers or breakable objects of any kind are permitted on the field.
5. ***Pets.*** Pets must be kept on leash, and Patrons and Guests must pick up and dispose of pet waste in appropriate receptacles.
6. ***Equipment.*** Patrons are responsible for bringing their own equipment.
7. ***Golfing.*** Golfing is not permitted on the field.
8. ***Sports Instruction.*** Except as expressly authorized by the District, sports instruction for fees, or solicitation of sports instruction for fees, is prohibited.

EVENT LAWN, PATIO, PICNIC AREAS, AND OUTDOOR AREAS

The following policies apply to the event lawn, patio, and other outdoor areas:

1. ***First Come Basis.*** The picnic areas, and patio, are available for use by Patrons and Guests only on a first come first serve basis. The event lawn and patio areas may only be reserved for a program or event approved by the District.
2. ***Vehicles.*** No bicycles, scooters, skate boards, hover boards or other equipment or vehicles with wheels are permitted.
3. ***Skateboards, Etc.*** Bikes, rollerblades, skateboards, scooters, hover boards and equipment with wheels are prohibited.
4. ***Glass Containers.*** No glass containers or breakable objects of any kind are permitted.
5. ***Chalking.*** Chalking or marking the outdoor areas must be approved in advance and proper marking materials must be used.
6. ***Pets.*** Pets must be kept on leash and Patrons must pick up and dispose of pet waste in appropriate receptacles.
7. ***Equipment.*** Patrons and Guests are responsible for bringing their own equipment. The staff may have some equipment available for sign out on a first come first serve basis.
8. ***Noise.*** Amplified sound systems and DJs are prohibited unless it is an approved program, event or rental.
9. ***Clean-Up.*** Patrons and Guests must clean up after themselves and dispose of trash in the appropriate receptacles.

LAKE OR POND AREAS

The lakes and ponds throughout the community are not designed for swimming or boating. The purpose of the ponds is to help facilitate the District's natural water system for run off and overflow.

The following additional guidelines apply:

1. Please be respectful of the privacy of the residents living near the ponds.
2. Fishing is prohibited in all ponds on District property..
3. Swimming is prohibited in all ponds on District property.

4. No watercrafts of any kind are allowed in any of the ponds on District property.

PLAYGROUND

The following guidelines apply to the Playground area:

1. Patrons and Guests may use the playground at their own risk.
2. Adult supervision (eighteen years and older) is required for children under the age of eight. Children must remain in the sight of parents/guardians. All children are expected to play cooperatively with other children.
3. Proper footwear is required and no loose clothing especially with strings should be worn.
4. 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.
5. No food, drinks or gum are permitted at the playground.
6. No pets of any kind are permitted at the playground.
7. No glass containers are permitted at the playground.
8. No jumping off from any climbing bar or platform.
9. Profanity, rough-housing, and disruptive behavior are prohibited.
10. If anything is wrong with the equipment or someone gets hurt, notify the District immediately.

FACILITY RENTAL POLICIES

The following policies apply to the rental of the Amenities:

1. ***Patrons Only.*** Unless otherwise directed by the District, only Patrons may reserve the Amenities for parties and events. Please contact the Amenity Manager in order to determine availability of the Amenities for any particular reservation.
2. ***Amenities Available for Rental:*** The following Amenities are available for rental: Entertainment Room, Movement Studio, Event Lawn, Swing Arbor Lawn and Multi-Purpose Field. A deposit of $200 is required for rental of any of the above mentioned Amenities.
3. ***Payment & Registration.*** At the time the reservation is made, a check or money order (no cash) for the deposit made out to District must be delivered to the Amenity Manager along with completed paperwork and insurances, if necessary. Each Patron renting the Amenities must sign and execute a Rental Agreement acceptable to the District. Regardless of whether the Rental Agreement is executed, the Patron is bound by the Rental Agreement, which is incorporated herein by this reference.
4. ***Rates and Deposits.*** The deposits for use of the Amenities are as set forth in the District's rules. The deposit will secure the rental time, location and date. To receive the full refund of the deposit within 10 days after the party, the renter must:

i. Remove all garbage, place in dumpster and replace garbage liners;
ii. Take down all decorations or event displays; and
iii. Otherwise clean the rented Amenities and restore them to their pre-rented condition, and to the satisfaction of the District.

The District may retain all or part of any deposit if the District determines, in its sole discretion, that it is necessary to repair any damages (including any clean-up costs) arising from the rental.

5. ***Computation of Rental Time.*** The rental time period is inclusive of set-up and clean-up time.
6. ***Duration of Events.*** Unless otherwise authorized by the District, each rental shall be for a minimum of two hours but no more than four hours, and no after hours events shall extend past 10 p.m.
7. ***Available Hours.*** The Amenities may be rented for parties and events during normal operating hours. Additionally, the clubhouse may be rented after hours and until10:00pm. All parties and events, including clean-up, at the clubhouse must conclude by 10:00 PM.
8. ***Capacity.*** The clubhouse capacity limit shall not be exceeded at any time for a party or event.
9. ***Noise.*** The volume of live or recorded music must not violate applicable Alachua County noise ordinances, or unreasonably interfere with residents' enjoyment of their homes.
10. ***Insurance.*** Additional liability insurance coverage may be required for all events that are approved to serve alcoholic beverages, or for other events that the District determines in its sole discretion should require additional liability insurance. The District is to be named on these policies as an additional insured party.

PROPERTY DAMAGE

Each Patron shall be liable for any property damage at the Amenities caused by him or her, his or her Guests, or members of his or her Family. The District reserves the right to pursue any and all legal and equitable measures necessary to remedy any losses due to property damage.

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

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 shall indemnify, defend, release, hold harmless, and forever discharge the District and its contractors, and the 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 attorney's fees, costs and other expenses for investigation and defense and in connection with, among other proceedings, alternative dispute resolution, trial court, and appellate proceedings), and harm of any kind or nature arising out of, or in connection with, the participation in the Activities, by said Patron, Guest, or other person, and any of his or her Guests and any members of his or her Family.

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 attorney's fees, costs, and other expenses for investigation and defense and in connection with, among other proceedings, alternative dispute resolution, trial court, and appellate proceedings.

The waiver of liability contained herein does not apply to any act of intentional, willful or wanton misconduct 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.

SOVEREIGN IMMUNITY

Nothing herein shall constitute or be construed as a waiver of the Districts' limitations on 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 / WAIVERS

The Board in its sole discretion may amend these policies from time to time. The Board may also elect in its sole discretion at any time to grant waivers to any of the provisions of these policies.

ATTACHMENT A: Consent and Waiver Agreement

ATTACHMENT A
Consent and Waiver Agreement

CONSENT AND WAIVER AGREEMENT
- Parker Road Community Development District -

Thank you for using the Parker Road Community Development District's ("District") Amenities and/or participating in its community programs. We appreciate your understanding and cooperation in maintaining both your safety and health, and the safety and health of others, by reading and signing the following Consent and Waiver Agreement ("Agreement"). This Agreement applies to, but does not by itself grant any rights regarding, the use of any of the District's Amenities, which feature among other things a clubhouse, fitness center, swimming pool, tennis courts, basketball court, playground, event lawn and multi-purpose field and to participation in any of the District's many community programming activities.

Any capitalized terms not defined herein shall have the meaning ascribed to them in the District's amenities rules and policies, as may be amended from time to time. For purposes of this Agreement, 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.

In consideration for Participant being allowed to participate in some or all of the Activities, I, as the participant identified below ("Participant"), or I, as the parent and/or legal guardian of the Participant, who is a minor child, and on behalf of the Participant ("Participant's Guardian"), agree as follows.

Acknowledgement of Participation

Participant intends to voluntarily participate in one or more Activities. If Participant is a minor child, Participant's Guardian authorizes the Participant to voluntarily participate in one or more Activities.

Acknowledgement of Health

Participant acknowledges and understands that the District recommends that Participant consult a physician prior to engaging in the Activities, and that it is Participant's sole responsibility to obtain an examination by a physician prior to involvement in the Activities. Participant certifies that he or she is physically and mentally capable of participating in the Activities and that Participant is not under any kind of medical treatment or has any mental or physical condition that would prevent Participant from participating in the Activities. Participant further acknowledges that Participant has either had a physical examination and been given a physician's approval to participate in the activities, or has elected to participate in the activities without the approval of a doctor and hereby assumes all risk and responsibility for participation in the activities.

Role of the District

Participant acknowledges and understands that some or all of the Activities may be provided through third parties, that any such third parties are not affiliated with the District in any way, that the District does not endorse any such third parties, and that the District makes no representations concerning the qualifications or ability of any such third parties to conduct, teach, or lead the Activities.

Assumption of Risk

Participant acknowledges and understands that participation in the Activities may have certain inherent risks, including, but not limited to, economic loss, significant changes in the Participant's physical or mental health, injury, disabilities, or even death to the Participant. Participant willfully and voluntarily assumes and accepts sole responsibility for all risks related to participation in the Activities, including, but not limited to, the risks mentioned above, damage to, loss or theft of real or personal property, or other loss or harm of any kind or nature. Participant is voluntarily participating in the Activities with knowledge of the dangers involved, and Participant agrees to assume and accept sole responsibility for Participant's safety and for any and all harm that may occur.

Waiver and Indemnification

As stated in the District's policies, any Patron, Guest, or other person who participates in the Activities, including the Participant, shall do so at his or her own risk, and shall indemnify, defend, release, hold harmless, and forever discharge the District and its contractors, and the 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 attorney's fees, costs and other expenses for investigation and defense and in connection with, among other proceedings, alternative dispute resolution, trial court, and appellate proceedings), and harm of any kind or nature arising out of, or in connection with, the participation in the Activities, by said Patron, Guest, or other person, including Participant, and any of his or her Guests and any members of his or her Family.

Should any Patron, Guest, or other person, including Participant, 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, including Participant, shall be liable to the District for all attorney's fees, costs, and other expenses for investigation and defense and in connection with, among other proceedings, alternative dispute resolution, trial court, and appellate proceedings.

The waiver of liability contained herein does not apply to any act of intentional, willful or wanton misconduct by the Indemnitees.

Sovereign Immunity

Nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, Florida Statutes or other statute or law.

Emergency Transportation and Care

In the event that Participant is incapacitated and unable to respond, or in the event the Participant is a minor child, the District is authorized to seek emergency treatment, as required, and to transport the Participant to the appropriate medical facility in the event that urgent/emergency care is necessary. The medical facility and its medical staff have authorization to provide any treatment that a physician deems necessary for the well-being of the Participant. Participant shall be responsible for any resulting expenses. The District is not responsible for providing any such treatment or transportation, and the "Waiver and Release of Liability" provisions set forth above apply to any emergency medical transportation and/or treatment of Participant.

Rules and Policies

Participant agrees to read and comply with the written rules and policies adopted by the District and relating to the Amenities, and further agrees to act in a safe manner when participating in the Activities. Participant further agrees to immediately inform a representative of the District, and to stop participating in the Activities, if Participant observes any unsafe condition or broken equipment, or if Participant experiences any pain, discomfort or other symptoms that Participant may suffer during or after participating in the Activities. Participant understands that Participant may stop or delay participation in the Activities if Participant so desires and that Participant may also be requested to stop and rest by a District representative who observes any symptoms of distress or abnormal response, and Participant agrees to comply with such directions.

Insurance Coverage

Participant understands that Participant is responsible for obtaining appropriate insurance coverage when participating in the Activities and that the District has no obligation to provide any insurance coverage.

Binding Effect

This Agreement is binding on the Participant, and the Participant's spouse, minor children, heirs, executors, administrators, legal representatives, successors and assigns. If Participant is a minor child, this Agreement is also binding on the Participant's parents and/or legal guardians, including Participant's Guardian, not only on behalf of the Participant but also on the parents and/or legal guardians, including Participant's Guardian, in their own rights and capacity and to the same extent as Participant. The undersigned represents that he or she is authorized to bind to this Agreement all applicable parties, as set forth in this paragraph.

Miscellaneous Provisions

This Agreement supersedes any prior written and/or oral agreements or representations made with respect to the subject matter contained herein. The provisions of this Agreement will continue in full force and effect even after the termination of the Activities. The provisions of this Agreement may be waived, altered, amended or repealed, in whole or in part, only upon the prior written consent of the District and the party whose signature appears below. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable. This Agreement shall be governed by Florida Law. Venue for any actions arising under this Agreement shall be in a court of appropriate jurisdiction in Manatee County, Florida.

I AM OF LAWFUL AGE AND LEGALLY COMPETENT TO SIGN THIS AGREEMENT. I HAVE READ AND UNDERSTOOD THE TERMS OF THIS AGREEMENT, AND UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL LEGAL RIGHTS FOR MYSELF, MY SPOUSE, MY MINOR CHILDREN, HEIRS, EXECUTORS, ADMINISTRATORS, LEGAL REPRESENTATIVES, SUCCESSORS, AND ASSIGNS. I ACKNOWLEDGE THAT I AM SIGNING THE AGREEMENT FREELY AND VOLUNTARILY, AND INTEND BY MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF LIABILITY AS SET FORTH HEREIN AND TO THE GREATEST EXTENT ALLOWED BY LAW. IF PARTICIPANT IS A MINOR CHILD, I FURTHER CERTIFY THAT I AM THE PARTICIPANT'S PARENT AND/OR LEGAL GUARDIAN AND THAT I AM LEGALLY AUTHORIZED TO SIGN THIS AGREEMENT ON BEHALF OF THE PARTICIPANT.

Participant Name:_____

Participant Signature:_____ Date:_____
(if Participant is 18 years of age or older)

Parent/Guardian Name:_____
(if Participant is a minor child)

Parent/Guardian Signature:_____ Date:_____
(if Participant is a minor child)

Address: _____

_____

_____

Phone Number (home): _____

Phone Number (alternate): _____

Emergency Contact: _____

Phone Number: _____

PART 2: Parker Road Community Development District

Disciplinary & Enforcement Rule

Law Implemented: ss. 120.69, 190.011, 190.012, Fla. Stat. (2014)
Effective Date: October 13, 2014

In accordance with Chapters 190 and 120 of the Florida Statutes, and on October 13, 2014 at a duly noticed public meeting and after a duly noticed public hearing, the Board of Supervisors of the Parker Road Community Development 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 superseded on a going forward basis.

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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. All capitalized terms not otherwise defined herein have the definitions ascribed to them in the District's Amenities Operating Rules.

2. **General Rule.** All persons using the Amenities and entering District properties are responsible for compliance with, and shall comply with, the Amenities Rules established for the safe operations of the District's Amenities.

3. **Suspension of Rights.** The District, through its Board, District Manager, and Amenities Manager, shall have the right to restrict, suspend, or terminate the Amenities privileges of any person to use the Amenities for any of the following behavior:

a. Submits false information on any application for use of the Amenities;
b. Permits the unauthorized use of an Access Card;
c. Exhibits unsatisfactory behavior, deportment or appearance;
d. Fails to pay amounts owed to the District in a proper and timely manner;
e. Fails to abide by any District rules or policies (e.g., Amenity Rules and Policies);
f. Treats the District's supervisors, staff, amenities management, contractors, or other representatives, or other residents or guests, in an unreasonable or abusive manner;
g. Damages or destroys District property; or
h. Engages in conduct that is improper or likely to endanger the health, safety, or welfare of the District, or its supervisors, staff, amenities management, contractors, or other representatives, or other residents or Guests.

4. **Authority of Amenities Manager.** The Amenities Manager or his or her designee has the ability to remove any person from one or all Amenities if any of the above-referenced behaviors are exhibited or actions committed. The Amenities Manager or their designee may at any time restrict or suspend for cause or causes, including but not limited to those described above, any person's (and his/her family's) privileges to use any or all of the Amenities for a period not to exceed seven days.

5. **Authority of District Manager.** The District Manager may at any time restrict, suspend or terminate for cause or causes, including but not limited to those described above, any person's (and his/her family's) privileges to use any or all of the District Amenities for a period greater than seven days. Any such person will have the right to appeal the imposition of the restriction, suspension or termination before the Board of Supervisors.

6. **Enforcement of Penalties/Fines.** For any of the reasons set forth in Section 3 above, the District shall additionally have the right to impose a fine of up to the amount of $1,000 – in addition to any amounts for damages – and collect such fine, damages and attorney's fees as a contractual lien or as otherwise provided pursuant to Florida law.

7. **Legal Action; Criminal Prosecution.** If any person is found to have committed any of the infractions noted in Section 3 above, such person may additionally be subject to arrest for trespassing or other applicable legal action, civil or criminal in nature.

8. **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.