

SIX MILE CREEK COMMUNITY
DEVELOPMENT DISTRICT

AMENITY FACILITIES POLICIES

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DEFINITIONS

“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 amenity center, together with its appurtenant facilities and areas.

“Amenity Facilities Policies” or **“Policies”** – shall mean these Amenity Facilities Policies of Six Mile Creek Community Development District, as amended from time to time.

“Board of Supervisors” or **“Board”** – shall mean the Six Mile Creek Community Development District’s Board of Supervisors.

“Community Club” – shall mean a group of two (2) or more self-organized Residents, Renters and/or Non-Resident Members with a common hobby or recreational, social, service and/or cultural interest that has applied for and received such designation from the District’s Board.

“District” – shall mean the Six Mile Creek Community Development District.

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

“District Staff” – shall mean the professional management company or companies with which the District has contracted to provide management services to the District, the Lifestyle Director and District Counsel.

“Facility Manager” – shall mean the management company, including its employees, staff and agents, contracted by the District to manage the Amenity Facilities.

“Guest” – shall mean any individual who is invited to use the Amenity Facilities by a Resident, Non-Resident Member or Renter and possesses a valid guest pass issued by the Facility Manager.

“Homeowners Association” – shall mean any entity having jurisdiction over lands located within the District, either now or in the future, which exists to aid in the enforcement of deed restrictions and covenants.

“Lifestyle Director” – shall mean the District Manager or that person or firm so designated by the District’s Board of Supervisors, including their employees.

“Non-Resident” – shall mean any person or persons who do not own or rent property within the District.

“Non-Resident Annual User Fee” – shall mean the fee established by the District for any person who is not a Resident or Renter and wishes to become a Non-Resident Member. The

amount of the Annual User Fee is set forth herein, and that amount is subject to change based on Board action.

“Non-Resident Member” – shall mean any individual not owning or renting property in the District who is paying the Non-Resident Annual User Fee to the District for use of the Amenity Facilities.

“Patron” or **“Patrons”** – shall mean Residents, Guests, Non-Resident Members, and Renters who are eighteen (18) years of age and older.

“Renter” – shall mean any tenant residing in a Resident’s home pursuant to a valid rental or lease agreement.

“Resident” – shall mean any person, spouse or registered domestic partner of a person or family owning property within the Six Mile Creek Community Development District.

CODE OF CONDUCT

The following outlines the Code of Conduct that shall be adhered to within the Amenity Facilities. Comments and complaints are to be civilly directed to District Staff.

1. Patrons and guests must conduct themselves so as not to jeopardize or interfere with the rights, privileges, and enjoyment of others.
2. Patrons are responsible for the conduct of their guests. Guests will be held to the same standards of conduct as set herein for Patrons.
3. Patrons and guests will refrain from loud, profane or indecent language.
4. Patrons and guests will not harass or accost any other individual.
5. Patrons and guests will not compromise the safety of others.
6. Patrons and guests will not conduct loud entertainment as to disrupt the ability for staff to perform their work tasks or the peaceful enjoyment of other Patrons.
7. Patrons will be held responsible for any damage to District property caused by the Patron and/or the Patron’s guests.
8. Patrons and guests shall not interfere with the management of the Amenity Facilities, nor reprimand or discipline any District, HOA, or Developer’s employee. Comments and complaints are to be civilly directed to District Staff.

9. Patrons are not allowed to profit from the use of the Amenity Facilities. No solicitation of businesses and/or of services permitted in or around Amenity Facilities. Unless-vendor has been approved and has signed a vendor contract through District Staff.
10. Any Patron who violates the code of conduct or who violates any Amenity Policy is subject to disciplinary action, which may include suspension of the Patron's amenity privileges as set forth in more detail herein.
11. Safety is paramount and any Patron or guest not adhering to the Amenity Policies stated herein and/or posted, will be asked to leave any Amenity Facilities or program. The district's staff's judgment will prevail in all instances.
12. Loitering (the offense of standing idly or prowling in a place, at a time or in a manner not usual for law-abiding individuals, under circumstances that warrant a justifiable and reasonable alarm or immediate concern for the safety of persons or property in the vicinity) is not permitted at the Amenity Facilities.
13. Firearms or any other weapons are prohibited in the Amenity Facilities during any governmental meetings or functions, including those of the district, and as otherwise prohibited in the Amenity Facilities in accordance with Florida law.
14. All members and guests shall abide by and comply with any and all federal, state and local laws and ordinances while present at or utilizing the Amenity Facilities and shall ensure that any minor for whom they are responsible also complies with the same.

All District, HOA staff, Developer staff and contract labor are required to adhere to applicable CDD policies.

ACCESS FOBS

1. Access fobs (or similar access devices) may be issued to all members of each Resident's household and/or Non-Resident Members. There is a charge to replace lost or stolen access fobs and/or for additional access fobs above two (2) fobs. Each household will receive a guestbook containing fifty (50) guest passes per year, allowing up to five (5) passes per day to be used for use of Amenity Facilities. Only three (3) passes per day may be used for the Pickle Ball courts. Additional guestbooks with fifty (50) guest passes for the year can be purchased for \$50.00 each book.
2. Patrons will be required to sign a waiver of liability before using the District amenities.

3. Patrons must present their access fob and register by signing in upon entering the Amenity Facility. Patrons may be asked to present their access fob or guest passes upon request by staff at the Amenity Facilities.

NON-RESIDENT ANNUAL USER FEE

The Non-Resident Annual User Fee for any person not owning or renting real property within the District is \$3,000. This payment must be paid in full at the time of completion of the Non-Resident application and the corresponding agreement. This fee will cover membership to the Amenity Facilities for one (1) fiscal year, October 1st through September 30th of following year, prorated if applicable. Each subsequent annual membership fee shall be paid in full by October 1st. Such fee may be increased by action of the Board of Supervisors. This membership is not available for commercial purposes. The Non-Resident Annual User Fee is non-transferable and non-refundable.

HOMEOWNERS ASSOCIATION USE OF FACILITIES

1. Each Homeowners Association may use the Amenity Facilities without being required to pay an Annual User Fee and/or a room rental fee. The District may limit or terminate a Homeowners Association's use of the Amenity Facilities at any time.
2. Any Homeowners Association that uses the Amenity Facilities shall be responsible for the cost of repairing any damage to the Amenity Facilities occurring during Homeowners' Association events.

COMMUNITY CLUB USE OF FACILITIES

1. Each Community Club may use the Amenity Facilities for a function without being required to pay an Annual User Fee and/or a room rental fee. The District may limit or terminate a Community Club's use of the Amenity Facilities at any time, including but not limited to circumstances in which the Community Club proposes to host an event or function in which the primary attendance at such event or function is not Residents, Renters and/or Non-Resident Members (i.e. a wedding, birthday party, etc.).
2. Any Community Club that uses the Amenity Facilities shall be responsible for the cost of repairing any damage to the Amenity Facilities occurring during the Community Club's events.
3. The District may revoke an organization's status under these policies as a Community Club at any time.

GUEST POLICIES

1. All Guests, regardless of age, must register with District Staff prior to using the Amenity Facilities. In the event the Guest is under eighteen (18) years of age, the Resident, Non-Resident Member or Renter inviting the Guest must be present upon registration, unless other arrangements have been made with District Staff. All Guests under fifteen (15) years of age must also be accompanied at all times while using the Amenity Facilities by a parent or adult Patron unless previously authorized by District Staff.
2. All Guests over the age of eighteen (18) must sign a waiver of liability upon registration with District Staff. All Guests under the age of 18 must have a waiver of liability signed by their parent or legal guardian.
3. Residents, Non-Resident Members and Renters who have registered, or not registered a Guest are responsible for any and all actions taken by such Guest. Violation by a Guest of any of these Policies as set forth by the District could result in loss of that Resident's, Non-Resident Member's and Renter's privileges and/or membership.

RENTER'S PRIVILEGES

1. Residents who rent or lease out their residential unit(s) in the District shall have the right to designate the Renter of their residential unit(s) as the beneficial users of the Resident's membership privileges for purposes of Amenity Facilities use.
2. In order for the Renter to be entitled to use the Amenity Facilities, the Renter may be required to acquire a membership with respect to the residence which is being rented or leased as well as obtain an ID card. A Renter who is designated as the beneficial user of the Resident's membership shall be entitled to the same rights and privileges to use the Amenity Facilities as the Resident.
3. During the period when a Renter is designated as the beneficial user of the membership, the Resident shall not be entitled to use the Amenity Facilities with respect to that membership.
4. Residents shall be responsible for all charges incurred by their Renters which remain unpaid after the customary billing and collection procedure established by the District. Residents are responsible for the deportment of their respective Renter.
5. Renters shall be subject to rules and regulations as the Board may adopt from time to time.

GENERAL FACILITY PROVISIONS

1. The Board reserves the right to amend, modify, or delete, in part or in their entirety, these Policies at a duly-noticed Board meeting. However, in order to change or modify rates or fees beyond any increases that may be specifically allowed for by the District's rules and regulations, the Board must hold a duly-noticed public hearing on said rates and fees.
2. All Patrons may be required to present their ID cards in order to gain access to the Amenity Facilities and may be required to present their ID cards or guest passes upon request by District staff at any time
3. All hours of operation, including holiday schedules, of the Amenity Facilities will be established by District Staff.
4. Dogs and all other pets (with the exception of service animals) are not permitted in the Amenity Facilities. In the event a special event is held, as previously approved by the Lifestyle Director, and dogs are permitted at the Amenity Facilities as part of the special event, they must be leashed. Patrons are responsible for picking up after all pets and disposing of any waste in a designated pet waste receptacle or an outdoor dumpster as a courtesy to residents.
5. Vehicles must be parked in designated areas. Vehicles should not be parked on grass lawns, in any way which blocks the normal flow of traffic or in any way that limits the ability of emergency service workers to respond to situations. The Facility Manager and the Lifestyle Director reserve the right to waive this parking restriction in the event overflow parking is needed for a large event. Trailers, boats, RVs, and other oversized vehicles are not permitted to park in District parking lots at any time unless specifically authorized by the District.
6. Bicycles, skateboards, roller blades, and recreational scooters are not permitted inside any Amenity Facility gates at any time, including but not limited to, the pool deck, Camphouse, sports courts and field, and playground.
7. Fireworks of any kind are not permitted anywhere at or on the Amenity Facilities or adjacent areas; however, notwithstanding this general prohibition, the Board may approve the use of fireworks over a body of water.
8. Only District staff, contractors, or employees of the Facility Manager are allowed in the service areas of the Amenity Facilities.
9. The Board of Supervisors (as an entity), the Facility Manager, the Lifestyle Director and its staff shall have full authority to enforce these policies. However, the Facility Manager shall have the authority to waive strict application of any of these Policies when prudent, necessary or in the best interest of the District and its Residents. Such a temporary waiver of any policy by the Facility Manager shall not constitute a continuous, ongoing waiver of

said policy, and the Facility Manager reserves the right to enforce all of these policies at any time he or she sees fit.

10. All lost or stolen ID cards should be reported immediately to District Staff. A fee will be assessed for any replacement cards as set forth herein.
11. Smoking is not permitted at any of the Amenity Facilities except within smoking areas designated by the Facility Manager, if any.
12. Disregard for rules or policies may result in expulsion from the Amenity Facilities and/or loss of Amenity Facilities privileges in accordance with the procedures set forth herein.
13. Pool rules that are posted in the appropriate area must be observed.
14. Patrons shall treat all staff members with courtesy and respect.
15. Off-road bikes/vehicles (including ATV's), four-wheelers, and other street illegal 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.
16. Performances at the Amenity Facilities, including those by outside entertainers, must be approved in advance by District Staff.
17. Commercial advertisements shall not be posted or circulated in the Amenity Facilities. Petitions, posters or promotional material shall not be originated, solicited, circulated or posted on Amenity Facilities property unless approved in writing by District Staff.
18. The Amenity Facilities shall not be used for commercial purposes without written permission from the Facility Manager, the Lifestyle Director, and the District Manager. The term "commercial purposes" shall mean those activities which involve, in any way, the provision of goods or services for compensation or advertising.
19. Firearms or any other weapons are prohibited in the Amenity Facilities during any governmental meetings or functions, including those of the District, and as otherwise prohibited in the Amenity Facilities in accordance with Florida law.
20. District Staff reserves the right to authorize all programs and activities, including the number of participants, equipment and supplies usage, facility reservations, etc., at all Amenity Facilities, except usage and rental fees that have been established by the Board. District Staff also has the right to authorize management-sponsored events and programs to better serve the Patrons, and to reserve any Amenity Facility for said events (if the schedule permits) and to collect revenue for those services provided. This includes, but is not limited to, various athletic events, cultural programs and social events. Should the District be entitled to any of these revenues based on its established rental or usage fees, District Staff will be required to compensate the District accordingly.

21. Loitering (the offense of standing idly or prowling in a place, at a time or in a manner not usual for law-abiding individuals, under circumstances that warrant a justifiable and reasonable alarm or immediate concern for the safety of persons or property in the vicinity) is not permitted at the Amenity Facilities.
22. All Patrons shall abide by and comply with any and all federal, state and local laws and ordinances while present at or utilizing the Amenity Facilities, and shall ensure that any minor for whom they are responsible also complies with the same.
23. There shall be no overnight parking in the Amenity Facility parking lot unless the owner of vehicle notifies the Facility Manager and obtains a 24 hour parking pass.
24. Public displays of affection, which in the discretion of the District Staff are inconsistent with the family-oriented nature of the Amenity Facilities, are prohibited.

LOSS OR DESTRUCTION OF PROPERTY OR INSTANCES OF PERSONAL INJURY

1. Each Patron assumes sole responsibility for his or her property. The District and its contractors shall not be responsible for the loss or damage to any private property used or stored on or in any of the Amenity Facilities.
2. Patrons shall be liable for any property damage and/or personal injury at the Amenity Facilities, or at any activity or function operated, organized, arranged or sponsored by the District or its contractors, which is caused by the Patron or the Patron's family member(s). The District reserves the right to pursue any and all legal and equitable measures necessary to remedy any losses it suffers due to property damage or personal injury caused by a Patron or the Patron's family member(s).
3. Any Patron, Guest or other person who, in any manner, makes use of or accepts the use of any apparatus, appliance, facility, privilege or service whatsoever owned, leased or operated by the District or its contractors, or who engages in any contest, game, function, exercise, competition or other activity operated, organized, arranged or sponsored by the District, either on or off the Amenity Facilities' premises, shall do so at his or her own risk, and shall hold the Amenity Facilities' owners, the District, the Board of Supervisors, District employees, District representatives, District contractors and District agents, harmless from any and all loss, cost, claim, injury, damage or liability sustained or incurred by him or her, resulting therefrom and/or from any act of omission of the District, or their respective operators, supervisors, employees, representatives, contractors or agents. Any Patron shall have, owe, and perform the same obligation to the District and its respective operators, supervisors, employees, representatives, contractors, and agents hereunder with respect to any loss, cost, claim, injury, damage or liability sustained or incurred by any family member of such Patron.

SERVICE ANIMAL POLICY

Dogs or other pets (with the exception of “Service Animal(s)” trained to do work or perform tasks for an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability) are not permitted within any District-owned public accommodations including, but not limited to, the Amenity Facilities. 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 under the following conditions:

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

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

GENERAL AMENITY FACILITY USAGE POLICY

All Patrons using the Amenity Facilities are expected to conduct themselves in a responsible, courteous and safe manner, in compliance with all District policies and rules governing the Amenity Facilities. Violation of the District’s Policies and/or misuse or destruction of Amenity Facility equipment may result in the suspension or termination of District Amenity Facility privileges with respect to the offending Patron in accordance with District Policies set forth herein.

1. *Hours:* The District Amenity Facilities are available for use by Patrons during normal operating hours to be established and posted by the District and Facility Manager.
2. *Emergencies:* After contacting 911 if required, all emergencies and injuries must be reported to the Facility Manager (phone number 904-940-0697 or 904-940-0687) and to the office of the District Manager (phone number 904-940-5850).
3. *District Equipment:* Any Patron utilizing District equipment is responsible for said equipment. If, as a result of the use of the equipment it is damaged, missing pieces or is in worse condition than when it was when usage began, that Patron will be responsible to the District for any cost associated with repair or replacement of the equipment.

Please note that the Amenity Facilities are unattended facilities. Persons using the Amenity Facilities do so at their own risk. Facility Manager’s and Lifestyle Director’s staff members are not present to provide personal training, exercise consultation or athletic instruction, unless otherwise noted, to Patrons. Persons interested in using the Amenity Facilities are encouraged to consult with a physician prior to commencing a physical fitness program.

GENERAL SWIMMING POOL RULES

NO LIFEGUARD ON DUTY – SWIM AT YOUR OWN RISK

1. All Patrons and guests must sign in upon entry of the Pool Area. All Patrons must also present their access fob or verification of registration when requested by staff. At any given time, a Resident, Renter or Non-Resident Member may allow up to five (5) Guests to the swimming pool (unless a greater number of guests has been approved by the Facility Manager).
2. Patrons under fifteen (15) years of age must be accompanied at all times by a parent or adult Patron eighteen (18) years of age or older, during usage of the pool facility.
3. No pushing, running, throwing any item or other horseplay is allowed in the pool or on the pool deck area.
4. Diving is prohibited.
5. Radios, tape players, CD players, MP3 players, televisions or other electronic devices used to play music or other form of entertainment are not permitted unless they are personal units equipped with headphones or for scheduled activities such as water aerobics classes.
6. Swimming is permitted only during designated hours as posted at the pool, and such hours are subject to change at the discretion of District Staff. Patrons swim at their own risk and must adhere to swimming pool rules at all times.
7. Showers are required before entering the pool.
8. Alcohol and glass containers are prohibited on pool deck and in the swimming pool.
9. Children under three (3) years of age, and those who are 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 in the swimming pool/deck area.
10. Play equipment, such as floats, snorkels, dive sticks, flotation devices and other recreational pool toys must meet with staff approval. The use of rafts and balls are prohibited. The facility reserves the right to discontinue usage of such play equipment during times of peak or scheduled activity at the pool, or if the equipment causes a safety concern or annoyance to other users of the facility.
11. Pool availability may be limited or rotated in order to facilitate maintenance of the facility. Depending upon usage, the pool may be closed for various periods of time to facilitate maintenance and to maintain health code regulations.
12. Pets (except service dogs), bicycles, skateboards, roller blades, scooters and golf carts are not permitted on the pool deck area inside any Amenity Facility gates at any time.
13. The Six Mile Creek CDD Board of Supervisors reserves the right to authorize all programs and activities (including the number of participants, equipment and supplies usage, etc.) conducted at the pool, including swim lessons and aquatic/recreational programs.
14. Any person swimming during non-posted swimming hours may be suspended or terminated from using the facility.
15. Appropriate swimwear (swimsuits) must be worn at all times. No thongs, Brazilian bikinis or similar revealing styles are permitted. No street clothes, including but not limited to, cut offs and jeans, are permitted in the pool.
16. No chewing gum is permitted in the pool or on the pool deck area.
17. For the comfort of others, the changing of diapers or clothes is not allowed poolside.

18. No one shall pollute the pool. Anyone who pollutes the pool will be liable for any costs incurred in treating and reopening the pool.
19. Radio controlled water craft are not allowed in the pool or the pool area.
20. Pool entrances must be kept clear at all times.
21. No swinging on ladders, fences, or railings is allowed.
22. Pool furniture is not to be removed from the pool area.
23. Loud, profane, or abusive language is prohibited.
24. No physical or verbal abuse will be tolerated.
25. The District is not responsible for lost or stolen items.
26. Chemicals used in the pool may affect certain hair or fabric colors. The District is not responsible for these effects.
27. The pool and deck area may not be rented at any time; however, access may be limited at certain times for various District functions, as approved by the Board and/or Lifestyle Director.

SWIMMING POOL CLOSURE POLICY

In addition to St Johns County and the State of Florida health code standards for pools and pool facilities, the pool may 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.

FITNESS CENTER POLICIES

Eligible Users: Patrons fifteen (15) years of age and older are permitted to use the fitness center during designated operating hours. No one under the age of fifteen (15) is allowed in the fitness center at any time without adult supervision.

Food and Beverage: Food 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. Alcoholic beverages are not permitted.

1. Appropriate attire and footwear (Example: Fitness Footwear) must be worn at all times in the fitness center. Appropriate attire includes t-shirts, tank tops, shorts, and/or athletic wear (no swimsuits).
2. Each individual is responsible for wiping off fitness equipment after use using antiseptic wipes provided by the District.
3. Use of personal trainers is permitted in the District fitness centers. Personal trainers must be preapproved by District Staff prior to personal training session.
4. Hand chalk is not permitted to be used in the fitness center.

5. Radios, tape players, MP3 players, CD players or other electronic devices used to play music or other forms of entertainment are not permitted unless they are personal units equipped with headphones.
6. No bags, gear, or jackets are permitted on the floor of the fitness center or on the fitness equipment. Use hooks provided by the Amenity Center.
7. Fitness equipment may not be removed from the fitness center. Weights must remain in the designated free weights area.
8. Please limit use of cardiovascular equipment to thirty (30) minutes and step aside between multiple sets on weight equipment if other people are waiting.
9. Please be respectful of others. Allow other Patrons to also use equipment, especially the cardiovascular equipment.
10. Please replace weights to their proper location after use.
11. 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 and must be kept in designated area.
12. Any fitness program operated, established and run by District Staff may have priority over other users of the District fitness centers.

GENERAL FACILITY RESERVATION POLICY

1. Certain portions of the Amenity Facilities may be reserved by the following individuals/groups and priority will be given in the following order
 - A. Six Mile Creek CDD for District Events;
 - B. Homeowners Associations located within Six Mile Creek CDD;
 - C. Community Clubs; and
 - D. Residents, Renters and Non-Resident Members for personal use
2. Staff will take reservations in advance for the Amenity Facilities. Reservations are on a first come, first served basis and can be made only in person by filling out a reservation form. Reservations for private events are accepted 90 days in advance and no later than 30 days in advance.
3. At the time the reservation is made, two checks or money orders (no cash), one for the deposit and one for the room rental, both made out to District must be delivered to the Lifestyle Director along with completed paperwork and insurances, if necessary. Anyone 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. The rental rates and deposits for use of the Amenities are as follows:
 - i. A refundable Deposit of \$250.00 is required for a private party of between 1-50 attendees,
 - ii. A refundable Deposit of \$500.00 is required for a private party of between 51-100 attendees,

- iii. The Rental Fee for a private party shall be \$250.00 regardless of the number of attendees,
- iv. The Rental Fee provides for four (4) hours of use INCLUDING set up and clean up; and
- v. If Applicant requires a period in excess of four (4) hours, additional time (if available) may be reserved at the rate of \$75.00 per hour.

The deposit will secure the rental time, location and date. To receive the full refund of the deposit, the Patron 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. Reservations are available for up to six (6) hour increments for all facilities listed in the reservation policy. The rental time period is inclusive of set-up and clean-up time.
- 6. The capacity limit shall not be exceeded at any time for a party or event.
- 7. The volume of live or recorded music must not violate applicable St. Johns County noise ordinances, or unreasonably interfere with residents' enjoyment of their homes.
- 8. 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, the Board, and District staff and consultants are to be named on these policies as additional insureds.
- 9. Late arrivals or no shows: Reservations will be held for fifteen (15) minutes past the scheduled start time before re-assigning the reservation time slot. If the Patron wishes to cancel a reservation, the cancellation must be communicated to the District no later than thirty days prior to the scheduled event to receive 100% of the rental fee and deposit. If the event is cancelled less than 30 days prior to the event 100% of the security deposit will be refunded and the full rental fee will be forfeited.
- 10. There are no personal "standing" reservations allowed for the facilities listed in the reservation policy.

PICKLEBALL FACILITY POLICIES

As a courtesy to other Patrons, we ask that all players please recognize and abide by these rules and guidelines. Remember, not only is pickleball a lifetime sport, it is also a game of sportsmanship, proper etiquette and fair play.

1. Proper pickleball etiquette shall be adhered to at all times. The use of profanity or disruptive behavior is prohibited.
2. Proper shoes and attire, as determined by District Staff, are required at all times while on the courts. Shirts must be worn at all times.
3. Pickleball courts are for Patrons only. The limit is three (3) Guests.
4. No jumping over nets.
5. Players must clean up after play. This includes “dead” balls, Styrofoam cups, plastic bottles, etc. The goal is to show common courtesy by leaving the court ready for play for Patrons who follow you.
6. Court hazards or damages, such as popped line nails, need to be reported to District Staff for repair.
7. Persons using the pickleball facility must supply their own equipment (rackets, balls, etc.).
8. The pickleball facility is for the play of pickleball only. Pets, roller blades, bikes, skates, skateboards and scooters are prohibited at the pickleball facility.
9. Beverages are permitted at the pickleball facility if they are contained in non-breakable containers with screw top or sealed lids. No food or glass containers are permitted on the pickleball courts.
10. No chairs, other than those provided by the District, are permitted on the pickleball courts.
11. Lights, if any, at the pickleball facility must be turned off after use.
12. Patrons under the age of fifteen (15) are not allowed to use the pickleball facility unless accompanied by an adult Patron.
13. The pickleball courts may be reserved by the District for District-sponsored events or functions.
14. Limit play if others are waiting by playing to an odd score, playing for 30 minutes, or rotating other players in.

PICKLEBALL COURTS: THUNDERSTORM POLICY

The Facility Manager will control whether pickleball is permitted in inclement weather, and the pickleball courts may be closed or opened at their discretion.

BASKETBALL AND VOLLEYBALL FACILITY POLICIES

1. Basketballs and volleyballs, if available, may be obtained from the office.
2. Proper basketball/volleyball etiquette shall be adhered to at all times. The use of profanity or disruptive behavior is prohibited.
3. Proper basketball/volleyball or athletic shoes and attire are required at all times while on the courts. Shirts must be worn.
4. The basketball and volleyball facilities are for the play of basketball and volleyball, respectively. Pets, roller blades, bikes, skates, skateboards and scooters are prohibited from use at the facility.
5. No food or glass containers. Beverages are permitted at the basketball and volleyball facilities if they are contained in non-breakable containers with screw top or sealed lids.
6. No chairs are permitted on the basketball or volleyball courts.

7. Please clean up court after use.
8. The basketball and volleyball courts may be reserved by the District for District-sponsored events or functions.

RECREATION FIELD POLICIES

1. The field is available for use by Patrons only on a first come first serve basis.
2. No bicycles, scooters, skateboards, hover boards or other equipment or vehicles with wheels are permitted on the field.
3. Chalking or marking the field must be approved in advance by District Staff and proper marking materials must be used.
4. No glass containers or breakable objects of any kind are permitted on the field. Food and alcohol are prohibited on the field and the areas surrounding the field.
5. Pets must be kept on leash and are only permitted in the areas surrounding the field. Pets are not permitted on the recreation field. Patrons must pick up and dispose of pet waste in the appropriate receptacles.
6. Patrons are responsible for bringing their own equipment.
7. Golfing is not permitted on the field.
8. Except as expressly authorized by the District, sports instruction for fees, or solicitation of sports instruction for fees, is prohibited.

PLAYGROUND POLICIES

1. Patrons may use the playgrounds and parks at their own risk and must comply with all posted signage.
2. Unless otherwise posted, all playground and park hours are from dawn to dusk.
3. Supervision by an adult eighteen (18) years and older is required for children fourteen (14) 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. Proper footwear is required and no loose clothing, especially with strings, should be worn.
5. 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. No food, drinks or gum are permitted on the playground, other than such water in non-breakable containers as may be necessary for reasonable hydration are permitted at the parks. Patrons and Guests are responsible for cleaning up any food or drinks brought by them to the parks.
 1. No glass containers or objects are permitted. Patrons should notify District Staff if broken glass is observed at the playground or parks.
 2. Bicycles, scooters, skateboards, rollerblades, or other similar equipment are not permitted on the Playground.
7. Profanity, rough housing, and disruptive behavior are prohibited. Jumping from any climbing bar or platform is not permitted. All children are expected to play cooperatively with other children.

LAKES AND RETENTION PONDS

Residents may fish from any District owned lake/retention pond within the Six Mile Creek Community Development District. Please check with District Manager for rules and regulations pertaining to fishing and for proper access points to these bodies of water. The District has a “catch and release” policy for all fish caught in these waters. No watercrafts of any kind are allowed in these bodies of water except for small remote controlled boats intended for recreational purposes. Swimming is also prohibited in any of the waters.

SUSPENSION AND TERMINATION OF PRIVILEGES

1. **Introduction.** This rule addresses disciplinary and enforcement matters relating to the use of the District amenity facilities, and other District Property (together, the “Amenities”).

2. **General Rule.** All persons using or entering the Amenities are responsible for compliance with the rules and policies established for the safe operations of the District’s Amenities.

3. **Suspension and Termination of Rights.** The District shall have the right to restrict, suspend, or terminate access to the Amenities of any person and members of their household to use all or a portion of the Amenities for any of the following acts (each, a “Violation”):

- a. Submitting false information on any application for use of the Amenities, including but not limited to facility rental applications;
- b. Failing to abide by the terms of rental applications;
- c. Permitting the unauthorized use of a access fob or access Card or otherwise facilitates or allows unauthorized use of the Amenities;
- d. Exhibiting inappropriate behavior or repeatedly wearing inappropriate attire;
- e. Failing to pay amounts owed to the District in a proper and timely manner (with the exception of special assessments);
- f. Failing to abide by any District rules or policies (e.g., Policies and Procedures);
- g. Treating the District’s staff, contractors, representatives, residents, landowners, Patrons, or guests, in a harassing or abusive manner;
- h. Damaging, destroying, rendering inoperable or interfering with the operation of District property, or other property located on District property;
- i. Failing to reimburse the District for property damaged by such person, or a minor for whom the person has charge, or a guest;
- j. Engaging in conduct that is likely to endanger the health, safety, or welfare of the District, its staff, contractors, representatives, residents, landowners, Patrons, or guests;
- k. Committing or is alleged, in good faith, to have committed a crime on or off District property that leads the District to reasonably believe the health, safety or welfare of the District, its staff, contractors, representatives, residents, landowners, [Patrons, or guests is likely endangered;
- l. Engaging in another Violation after a verbal warning has been given by staff (which verbal warning is not required); or

- m. Such person's guest or a member of their household commits any of the above Violations.

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

4. **Administrative Reimbursement.** The Board may in its discretion require payment of an administrative reimbursement of up to Five Hundred Dollars (\$500) in order to offset the legal and/or administrative expenses incurred by the District as a result of a Violation ("Administrative Reimbursement"). Such Administrative Reimbursement shall be in addition to any suspension or termination of Amenities access, any applicable legal action warranted by the circumstances, and/or any Property Damage Reimbursement (defined below).

5. **Property Damage Reimbursement.** If damage to District property occurred in connection with a Violation, the person or persons who caused the damage, or the person whose guest caused the damage, or the person who has charge of a minor that caused the damage, shall reimburse the District for the costs of cleaning, repairing, and/or replacing the property ("Property Damage Reimbursement"). Such Property Damage Reimbursement shall be in addition to any suspension or termination of Amenities access, any applicable legal action warranted by the circumstances, and/or any Administrative Reimbursement.

6. **Removal from Amenities.** The District Manager, General Manager, Amenity Manager and onsite staff each have the independent ability to remove any person from the Amenities if a Violation occurs, or if in his or her discretion, it is in the District's best interest to do so.

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

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

- a. At the Board meeting referenced in the letter sent under Section 8 above, or as soon thereafter as a Board meeting is held if the meeting referenced in the letter is canceled, a hearing shall be held at which both District staff and

the person subject to the suspension shall be given the opportunity to appear, present testimony and evidence, cross examine witnesses present, and make arguments. The Board may also ask questions of District staff, the person subject to the suspension, and witnesses present. All persons are entitled to be represented by a licensed Florida attorney at such hearing.

- b. After the presentations by District staff and the person subject to the suspension, the Board shall consider the facts and circumstances and determine whether to lift or extend the suspension or impose a termination. In determining the length of any suspension, or a termination, the Board shall consider the nature of the conduct, the circumstances of the conduct, the number of rules or policies violated, the person's escalation or de-escalation of the situation, and any prior Violations and/or suspensions
- c. The Board shall also determine whether an Administrative Reimbursement is warranted and, if so, set the amount of such Administrative Reimbursement.
- d. The Board shall also determine whether a Property Damage Reimbursement is warranted and, if so, set the amount of such Property Damage Reimbursement. If the cost to clean, repair and/or replace the property is not yet available, the Property Damage Reimbursement shall be fixed at the next regularly scheduled Board meeting after the cost to clean, repair, and/or replace the property is known.
- e. After the conclusion of the hearing, the District Manager shall mail a letter to the person suspended identifying the Board's determination at such hearing.

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

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 access 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 9, a person subject to a suspension or termination may appeal the suspension or termination, or the assessment or amount of an Administrative Reimbursement or Property Damage Reimbursement, to the Board by filing a written request for an appeal ("Appeal Request"). The filing of an Appeal Request shall not result in the stay of the suspension or termination. The Appeal Request shall be filed within thirty (30) calendar days after mailing of the notice of the Board's determination as required by Section 9(e), above. For purposes of this Rule, wherever

applicable, filing will be perfected and deemed to have occurred upon receipt by the District. Failure to file an Appeal Request shall constitute a waiver of all rights to protest the District's suspension or termination, and shall constitute a failure to exhaust administrative remedies. The District shall consider the appeal at a Board meeting and shall provide reasonable notice to the person of the Board meeting where the appeal will be considered. At the appeal stage, no new evidence shall be offered or considered. Instead, the appeal is an opportunity for the person subject to the suspension or termination to argue, based on the evidence elicited at the hearing, why the suspension or termination should be reduced or vacated. The Board may take any action deemed by it in its sole discretion to be appropriate under the circumstances, including affirming, overturning, or otherwise modifying the suspension or termination. The Board's decision on appeal shall be final.

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 a suspension or termination is found at the Amenities, such Person will be subject to arrest for trespassing. If a trespass warrant is issued to a person by a law enforcement agency, the District has no obligation to seek a withdrawal or termination of the trespass warrant even though the issuance of the trespass warrant may effectively prevent a person from using the District's Amenities after expiration of a suspension imposed by the District.

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.

RATES AND FEES

Non-Resident Annual User Fee	\$3,000.00
Camp House Rental Fee	\$250.00 for 4 hours, \$75.00 each additional hour
Event Ticket Prices	\$5.00-\$35.00*/person
Identification Card Replacement Fee	\$25.00
Mailbox Key Replacement Fee	\$30.00
Mailbox Kiosk Lock Replacement Fee	\$90.00

*For events that exceed \$35/person, such overage shall be paid directly to the vendor.

ALCOHOL POLICIES

- Patrons and their guests aged twenty-one (21) or older may bring their own alcoholic beverages for their own consumption at a private event in the Camp House. Such Patrons and their guests agree to comply with applicable Florida laws and further agree to indemnify and hold harmless the District, its Board of Supervisors, officers, directors, consultants and staff from any and all 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 consumption of alcohol. Patrons and their guests agree that such indemnification shall not

constitute or be construed as a waiver of the District's sovereign immunity granted pursuant to Section 768.28, Fla. Stat.

- Patrons intending to serve alcohol to other Patrons or guests at a rented facility must so indicate on the Facility Use Application and complete an Alcohol Request Form. Any Patron who does not (1) so indicate at the time the application is submitted, and (2) complete the Alcohol Request Form, shall not be permitted to serve alcohol.
- Event Liability insurance coverage in the amount of One Million Dollars (\$1,000,000) will be required for all events that are approved to serve alcoholic beverages. The District, the Board, and District staff and consultants are to be named on these policies as additional insureds.
- Patrons serving alcohol agree to indemnify and hold harmless the District, its Board of Supervisors, officers, directors, consultants and staff from any and all 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, the service of alcohol. Patrons agree that such indemnification shall not constitute or be construed as a waiver of the District's sovereign immunity granted pursuant to Section 768.28, Fla. Stat.
- Patrons must hire a certified bartender to dispense alcohol.
- District Staff must be present at all private events at which alcohol is served. Patrons shall be required to pay for the District Staff at a rate to be determined by District Staff.

DOG PARK POLICIES

1. The park's operating hours are dawn to dusk.
2. The park is not staffed and shall be used at the user's own risk. The Six Mile Creek Community Development District is not responsible for injuries to visiting dogs, their owners, or others using the park.
3. Dispose of trash and pet waste in the proper receptacles.
4. Park for use by residents, patrons and guests only.
5. All owners are responsible for the behavior of their dogs at all times.
6. Dogs must be leashed while entering and exiting dog park.
7. Dog waste must be cleaned up by owner immediately.
8. Owners must be within dog park and supervising their dog with leash readily available.
9. Handler must be at least 16 years of age.
10. Children under 12 must be accompanied by an adult and supervised at all times.
11. Aggressive dogs must be removed immediately.
12. Dogs should be under voice control.
13. Dogs must wear current county tags and have a current rabies vaccination.
14. Owner must immediately fill in any holes dug by their dogs.
15. Dogs in heat are not allowed in the park.
16. Limit three dogs per adult dog handler.
17. Puppies under four months of age shall not enter the dog park.
18. Human or dog food inside the dog park is prohibited.
19. Dog toys are not permitted inside the dog park.
20. The dog park is designated a "No Smoking" area.

SIX MILE CREEK CDD CANOE/KAYAK USE POLICIES

1. Rental includes boat (kayak or canoe), life vest, whistle, and paddles (the “Equipment”). Patrons are responsible for any damages to the Equipment.
2. Only Patrons are authorized to rent the Equipment. Rentals are available to all Patrons at no charge upon receipt of picture identification at time of rental and identification of residence or proof that Patron is a Paid User. Before renting the Equipment, Patrons must sign the release attached hereto and return it to District Staff at the Welcome Center.
3. Life vests, whistles and paddles may be picked up at the Welcome Center, at which time one key for each Patron will be released for the appropriate boat to be used in order to unlock the kayak/canoe at the launch area. It is the Patron’s responsibility to return boats to the launch area and secure and lock the boat after using it.
4. Staffed Welcome Center hours are 10 AM – 4 PM Monday through Friday, 10 AM – 5 PM Saturday and Sunday.
5. Equipment rental can be no later than 10:45 am Monday-Friday, 11:45 am Saturday and Sunday and all boats must be secured and locked and all Equipment must be returned to the Welcome Center 15 minutes prior to the Welcome Center closing.
6. Patrons can rent the Equipment for up to a 5-hour time frame; failure to return the Equipment within the 5-hour time frame may result in suspension of user privileges.
7. There shall be no use of drugs or alcohol when using the Equipment. The District reserves the right to refuse to rent the Equipment to anyone who appears to be under the influence of drugs or alcohol.
8. Equipment rental is on a first come, first serve basis. No reservations can be made at this time.
9. By renting the Equipment, Patrons acknowledge and agree that they are capable swimmers and are familiar with and know how to operate the Equipment. By renting the Equipment, Patrons acknowledge and agree that they are using the Equipment AT THEIR OWN RISK.
10. Personal Flotation Devices (PFD’s or life vests) must be worn, ZIPPED UP, at ALL TIMES while in your kayak or canoe. NO EXCEPTIONS!
11. Patrons under the age of 18 years may not rent Equipment without an adult present and on the water with them at all times. Additionally, all children 13 years of age and under must be in a canoe or in a tandem kayak.
12. It is highly recommended that Patrons wear a hat, sunscreen and bug repellent and bring plenty of water.
13. Patrons shall be responsible for all of their personal items. Please be aware that there is a strong likelihood that any personal items used while on the water will get wet. The District is NOT responsible for damage to Patron’s personal items.
14. Swimming from boats is dangerous and prohibited
15. Capsizing of boats is prohibited
16. Dogs cats and other animals, with the exception of service animals, are prohibited in any rented boats.
17. Weight limit for boat types available:
 - a. Kayak with 1 seat: **300-399 lbs**
 - b. Kayak with 2 seats: **400-550 lbs**
 - c. Canoe with 3 seats: **400-750 lbs**