

South Fork III Community Development District

Recreational Facilities Policies

Adopted May 6th, 2021

Office: (813) 873-7300
Emergencies After Hours: (800) 644-5674

Definitions

“Amenity Staff” – shall mean the Service Manager, including their employees, or such other individuals so designated by the Board to operate the Recreational Facilities.

“Board” shall mean the Board of Supervisors of the District.

“District” shall mean the South Fork III 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’s Website” – shall mean <http://southfork3cdd.org/>

“Guest” shall mean any individual who is invited by a Patron and must be accompanied to use the Recreational Facilities by a Patron.

“Non-Resident Annual User Fee” shall mean the fee established by the Board for any person that wishes to become a Non-Resident Member. The amount of the user fee is set forth herein, and that amount is subject to change based on Board action at a noticed public hearing.

“Non-Resident Member” shall mean any individual not owning property in the District who has paid the Non-Resident Annual User Fee to the District for use of the Recreational Facilities.

“Patron” shall mean Residents, Non-Resident Members, and Tenants, including and members of the households of any of the foregoing.

“Recreational Facilities” shall mean the properties and areas owned by the District intended for recreational use, including but limited to, the clubhouse, community room, pool, basketball courts, covered patio, playground, pocket parks, dog park, and adjacent parking lot together with their appurtenant facilities and areas.

“Resident” shall mean any person residing within the District.

“Service Manager” – shall mean the person or firm so designated by the Board to manage the Recreational Facilities.

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

These policies are subject to change from time to time at the discretion of the Board. It is the responsibility of all Patrons and Guests to follow the current policies as posted on the District's website.

Access Cards and Access to the Recreational Facilities

1. The District issues access cards to access the pool, basketball courts, clubhouse, covered patio, playground, community room, and restrooms. When you use your card, your name and time of entry are electronically registered.
2. Access cards are only issued to Patrons or their children who are at least 15 years of age.
3. Access cards are for use by Patrons only and may only be used by the card holder of record.
4. Adult Patrons are allowed two non-resident guests per pass.
 - a. There is no limitation on the number of immediate family children or grandchildren a Resident may bring as guests.
 - b. Exceptions may be made with advanced approval and written authorization by the District Manager based on number of requested guests and current or anticipated usage of facility.
5. Adults are considered as 18 years of age or older.
6. Youth card holders 15 to 17 years of age may not bring guests.
7. Residents bringing guests into the facilities may not leave guest unattended, and children under the age of fifteen (15) must be accompanied by an adult resident.
8. Up to two (2) cards will be issued to new Residents upon request at no charge.
9. An exception to "Rule 8" will be made for replacement cards. Only in the event that a card is lost or stolen will more than two (2) cards be issued and assigned - cost is twenty- five dollars (\$25.00) per replacement access card.
10. If you lose or misplace your card, you must report it immediately to the Amenity Staff.
11. When using any of the District Facilities you must have your access card readily available at all times.
12. No unauthorized private parties are permitted at the Recreational Facilities. To host a private party please fill out the District Community Room Rental Agreement.

General Policies for Recreational Facilities and District Property

1. Staff shall be allowed to check Photo ID and Residency Cards at any time.
2. No Bicycles, tricycles, motorized toys, skateboards, or roller skates may be used inside the Recreational Facilities. They shall be stored in the appropriate racks outside the facility.
3. Beverages in non-breakable containers and food are permitted.
4. Coolers are allowed.
5. Patrons must clean the area after eating and drinking.
6. One (1) person is allowed in the bathroom at a time. Parents may enter the bathroom to assist their child.
7. Belongings left in the Recreational Facilities shall be placed in the clubhouse's lost and found for a period of one week. If the item is not claimed in that time period it will be discarded or donated to charity.
8. Absolutely no foul language or fighting of any kind will be tolerated. Law enforcement authorities will be called should the need arise.
9. Call 911 in the event of an emergency. After calling 911 all emergencies and or injuries must be reported to staff on duty and to the District Manager. Accident or incident report shall be completed for each event.
10. No pets allowed in any part of the Recreational Facilities except for service animals allowed by law.
11. No alcohol is permitted in the Recreational Facilities or on District owned property.
12. No smoking or vaping of tobacco or other products is allowed in the Recreational Facilities.
13. Children over the age of 12 years old are not permitted to use playground equipment at any time.

14. Jumping, sitting on, climbing over or under any fence line or gate is not allowed.
15. Appropriate physical and verbal behavior must be maintained to ensure a continued family friendly environment. Any inappropriate conduct, as determined by the Service Manager, may result in immediate expulsion from the facilities and the suspension of access privileges.
16. Except for the community room, the Recreational Facilities will be vacated at the first sound of thunder. Residents may return to the facilities no sooner than 30 minutes after the last sighting of lightning or sound of thunder. Failure to adhere to Amenity Staff requests to vacate the facility will result in a loss or suspension of access privileges.
17. Children and adults must be properly clothed including footwear. Footwear is not required when in pool area. Changing stations are provided in both restrooms.
18. People using the facilities without a valid access card will be considered trespassers and will be subject to removal from the premises and maybe trespassed.
19. When moving from the community you must notify the Service Manager to deactivate your access cards held by all members of the household.
20. Patrons and their guests are welcome to enjoy the Recreational Facilities at their own risk.
21. Amenity Staff shall have full authority to enforce these policies.
22. Clubhouse Hours are from Dawn to Dusk.

Pool Policies

Pool Hours: 8:00am-Dusk. *Hours of operation may change from time to time at the discretion of the Board. The District, District Manager, and District Staff reserve the right to close or adjust these hours as needed for repairs and cleaning or unforeseen safety reasons.*

1. There are no lifeguards on duty.
2. Failure to follow these policies may result in revocation of your privileges and deactivation of your access card.
3. Pool Monitors and other Amenity Staff shall have full authority to enforce these policies.
4. Children under the age of 15 must be appropriately supervised by an adult and the adult must remain in the pool area so long as their children or guests are using the pool.
5. No Glass permitted in the pool area. Beverages in non-breakable containers and food are permitted and they must be kept 10' from the pool.
6. No flotation devices permitted in the pool except for child floatation devices and devices for exercise are allowed. Noodles will be allowed.
7. No Diving or Jumping into the pool.
8. Individuals not toilet trained and those with incontinence issues must wear a swim diaper. Parents are responsible for ensuring their children do not urinate or defecate in the pool. Any parent or person found to allow pool contamination will be charged for the actual cost of the service call to treat the pool.
9. No musical systems other than personal systems used with headphones are permitted.
10. No running, rough-housing, chicken" fighting, or horseplay is allowed in or around the pool.
11. No balls or toys should be thrown in the pool area.
12. Small pool toys will be allowed in pool but are subject to removal by staff if obtrusive.
13. No gum is allowed in and around the pool. All gum must be properly disposed of in designated trash receptacles.
14. During periods of heavy rain, thunderstorms and other inclement weather, the pool will be closed and all residents must leave when asked. The pool will be closed for 30 minutes following the last sighting of lightning or clap of thunder.
15. Showering is mandatory before use of the pool.
16. No balloons of any sort are allowed in the pool area.

17. Pool furniture shall not be removed from the pool deck area or placed into the swimming pool or child play area. Furniture must not block access around the pool if relocated and must be kept a minimum of 10' from the pool. Please return any moved furniture to the original proper position when leaving.
18. Proper swim attire must be worn while using the pools. Modest bathing suits and other standard swimwear only. T-shirt cover-up is allowed.
19. Strollers and other devices used to hold young children must be kept a minimum of 10' from the pool.
20. Access gate to pool should remain in the closed position except for entering and exiting the pool.
21. All persons using the pools shall obey the capacity requirements as established by Hillsborough County.

Basketball Court Policies

Basketball Court Hours: 8:00am-Dusk. *Hours of operation may change from time to time at the discretion of the Board. The District, District Manager, and District Staff reserve the right to close or adjust these hours as needed for repairs and cleaning or unforeseen safety reasons.*

1. Use of the basketball court is on a first come, first serve basis, unless an event has been previously scheduled and approved by the District.
2. Courts are to be used for basketball only.
3. No equipment or balls should be left unattended on court when not playing.
4. No chairs, strollers or other items are to be brought onto the courts.
5. No children under the age of 15 on the court unless they are playing basketball under adult supervision.
6. Proper sportsmanship should be conducted at all times.
7. No hanging off nets, rims or backboards or fence.

Playground, Pocket Park, and Covered Patio Policies

Playground, Pocket Park and Covered Patio Hours: Dawn-Dusk. *Hours of operation may change from time to time at the discretion of the Board. The District, District Manager, and District Staff reserve the right to close or adjust these hours as needed for repairs and cleaning or unforeseen safety reasons.*

1. Common areas and Parks may only be used from Sunrise to Sunset.
2. Common Areas are available on a first come first serve basis.
3. Common Areas are for Use of Patrons only.
4. No Glass containers are permitted in any form.
5. No Musical Systems with-out use of headphones. No car speaker usage allowed.
6. No littering allowed. All trash must be placed in proper receptacles.
7. No pets allowed in any part of the Recreational Facilities except for service animals allowed by law.
8. No swimming, wading or boating or flotation devices are allowed in the ponds and lakes of the District.
9. No motorized vehicles may be driven on common areas.
10. No bicycles, skates, skateboards or scooters may be use in the common areas, except for sidewalks. Child toys, wagons and small bicycles and tricycles for children are acceptable.
11. No parking on grass or sidewalks, vehicles in violation may be towed at owner's risk and expense or ticketed.
12. Child play equipment in all pocket parks is restricted to use by children 5 and under.
13. No vehicle, bicycle or foot traffic is allowed in mitigation areas except for foot traffic for nature observation.

Dog Park Policies

Dog Park Hours: ***Dawn-Dusk.** Hours of operation may change from time to time at the discretion of the Board. The District, District Manager, and District Staff reserve the right to close or adjust these hours as needed for repairs and cleaning or unforeseen safety reasons.*

1. Dogs must be legally licensed and have current vaccinations.
2. Dogs must be leashed upon entering and leaving the off-leash dog areas.
3. Dogs that have attacked or bitten any person or another person's pet shall be constituted as a nuisance and are prohibited.
4. Female dogs in heat are prohibited.
5. The dog's owner/handler must remain in the dog area with the dog.
6. Residents and members will use the park at their own risk.
7. No other animals may be brought into the fenced area.
8. Never leave dogs unattended.
9. Pinch, choker chains and spiked collars must be removed from dogs prior to entering the dog park.
10. The dog's owner/handler is responsible for picking up and disposing of all of their dog's waste in an appropriate outdoor receptacle. Please bring a bag from home.
11. Dogs under 4 months of age are prohibited.
12. All dogs must be under control of an adult resident or member (18 years or older).
13. All children in the park shall be supervised by an adult.
14. The dog's owner/handler is responsible for all actions of their dog.
15. Glass containers, food in bowls, long lasting chews, and human food are not allowed.
16. Bikes, skateboards, and rollerblades are not permitted.
17. The dog's owner/handler must stop their dog from digging and is responsible for filling any holes their dog makes.
18. Please control any excessive barking.
19. Smoking is prohibited.
20. There is a limit of 3 dogs per adult.
21. All other General Policies apply to Patrons and their guests.

Parking Lot Policies

1. Parking shall be permitted in designated areas only.
2. No overnight parking shall be permitted in any District Parking Lot. Parking is allowed from park opening time to park closing time. This time will vary on the time of the year and will be posted at the clubhouse.
3. Double parking shall not be permitted in any District parking area at any time.
4. No loitering is permitted. Those doing so may be trespassed by authorities or at the request of the Service Manager or by request of security.
5. No District roadways and parking areas shall be used for accumulating or storing building materials, trash, etc. Any item stored may be removed and disposed of at the expense of the owner.
6. Any vehicle that, in the discretion of the District Manager or its duly authorized representatives, poses a safety hazard shall be prohibited from parking in the roadways and parking areas. This includes, but is not limited to:
 - a. Vans with ladders, tools, etc. attached to the outside of the vehicle without being properly secured and/or locked
 - b. Vehicles over 20 feet in length
 - c. Boats, RVs or utility trailers

- d. Abandoned vehicles.
7. No parking shall be permitted in areas designated with yellow curbs or in handicapped parking spaces unless authorized by permit with properly displayed permit or tag.
 8. Any violation of these policies may result in action taken against owner of vehicle, to include towing of the vehicle at the sole risk and expense of the owner. It is the expressed request of the Board to give the authority to act on behalf of the District to the District Manager, or its duly authorized representatives.
 9. The regulations listed herein are in addition to, and exclusive of, various state laws, county ordinances and/or Homeowner's Association Standards and Deed Restriction governing the same.

Enforcement of Policies

The Board, the District Manager, and any Amenity Staff shall have full authority to enforce these policies.

Suspension of Privileges

Failure to follow these policies may result in revocation of your privileges and deactivation of your access card.

A violation of any of these policies, by a card holder or their guest will result in a warning being issued on site and a copy being mailed to the Primary Card Holder for the first minor violation. A second violation within six months will result in the revocation of the card holder's family access for a period of ninety (90) days and will subject the cardholder and family to an access card replacement or reactivation fee of \$30.00 per member of the family not to exceed \$120 per household for reactivation or replacement. The card holder's family will be provided the opportunity to appeal the revocation of access at a regularly scheduled meeting of the Board.

A serious violation of the policies or a violation resulting in the need for police or security action will result in immediate revocation the card holder's family access. This action will be for a minimum of ninety (90) days and may be longer as determined by the severity of the situation at the discretion of management if the Board is notified. This shall subject the cardholder and family to an access card replacement or reactivation fee when allowed of \$30.00 per member of the family not to exceed \$120 per household for reactivation or replacement. The card holder's family will be provided the opportunity to appeal the revocation of access at a regularly scheduled meeting of the Board.

Non-Resident Annual User Fee

The residents of the District pay both debt assessments and annual operation and maintenance assessments in exchange for the benefits provided by the District's infrastructure and services, including but not limited to the Recreational Facilities. To be fair and equitable to the residents of the District, any person who wish to enjoy the Recreational Facilities will be required to pay a fair and reasonable user fee that covers a proportional share of the District's infrastructure expenses and operation and maintenance expenses of the Recreational Facilities and the requisite supporting infrastructure. The Board may elect to cap the number of Non-Resident Members to account for size and capacity limitations of the Recreational Facilities.

Anyone who desires to become a Non-Resident Member may purchase an annual membership for use of the Recreational Facilities on a year-to-year basis. The Non-Resident Annual User Fee is \$2,616.28 per household (a family of up to four), payable in advance. The rate for an individual is the same as for a

family. Upon purchase of the membership, the Non-Resident Member is entitled to 2 key fobs for a family unit. Membership becomes effective upon the date full payment of the Non-Resident Annual User Fee and the Non-Resident Member Application are received by the District. Additional family members can be added at a cost of \$250.00 per individual.

ACCESS CARD AGREEMENT Card(s) # _____

We, the undersigned owners of the home located at: _____

In the South Fork III Community Development District (the “District” or the “CDD”) accept the access card(s) to the pool facilities with the following understanding and enter agreement as follows:

1. All cards are issued in person and/or through Meritus Districts. Only a homeowner or a legally authorized agent (bring proof of such) of a homeowner of a South Fork III residence will be issued cards.
2. There is no charge for the first two cards for a NEW home. There is a maximum of two (2) cards per home.
3. An exception to “Rule 2” will be made for replacement cards. Only in the event that a card is lost or stolen will more than two (2) cards be issued and assigned - cost is twenty five dollars (\$25.00) per replacement access card.
4. All cards will be numbered and assigned accordingly. Only the person issued a card and members of their household will be authorized to use that card for access to CDD amenities.
5. All users of South Fork III CDD amenities are subject to membership verification - you may be approached by CDD staff or assigns in this regard. Verification is for your and other homeowners benefit. Records of membership, home ownership and card assignments are kept at the district office. In the event that anyone found in possession of an issued card other than as specified herein, is presumed guilty of theft, the CDD will immediately suspend privileges pending investigation.
6. In the event that the home is sold or rented/leased, owners may transfer cards accordingly, but must notify the CDD of any such action – new owners must complete a new application; renters must be on record as such. This is to insure access by rightly authorized individuals only. It is the responsibility of homeowners to receive a liability agreement from a renter that receives a CDD card. Any cost(s) arising to the CDD as a result of failing to abide by this agreement shall be incurred by the party found in breach – legal jurisdiction shall be retained to the County of Hillsborough in the State of Florida.

We further understand that the South Fork III CDD reserves the right to revoke and/or suspend use of the pool or any CDD amenity with due cause such as failure to abide by the user agreement(s).

South Fork III Member (or assign):

_____ / ____ / ____
 (print name) (signature and date)

PH. numbers: (home); _____ **(cell);** _____

Witness:

_____ / ____ / ____
 (print name) (signature and date)

Membership Verification (type): _____

Card Holder: _____ Card # _____ (Primary)

Card Holder: _____ Card # _____

Card Holder: _____ Card # _____ DOB _____

Card Holder: _____ Card # _____ DOB _____

Card Holder: _____ Card # _____ DOB _____

Card Holder: _____ Card # _____ DOB _____

All immediate family Children living in household not having cards due to age, parental choice.

Child _____

Child _____

Child _____

Child _____

Child _____

Child _____

Child _____

Following Documents Verified by Authorized Staff Member for Access Cards to be issued.

Owner

____ Owner verified on county web site

____ Utility Bill verified for address

____ Photo ID. Is address current? Yes No

____ Birth Certificate **and** School Photo ID, State ID, Passport, or Military ID for youth access cards.

Renter

Expiration Date _____

____ Complete copy of lease

____ Owner verified on county website

____ Utility Bill verified for address

____ Photo ID. Is address current? Yes No

____ Birth Certificate **and** School Photo ID, State ID, Passport, or Military ID for youth access cards.

____ All card holders verified residents on lease

Staff Member: _____