

STERLING HILL COMMUNITY DEVELOPMENT DISTRICT
Amenity Policies and Rates

Adopted: February 15, 2024

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DEFINITIONS

“Amenities” or “Amenity Facilities”– shall mean the properties and areas owned by the District and intended for recreational use, together with their appurtenant facilities and areas.

“Amenity Policies” or “Policies” and “Amenity Rates” – shall mean these Amenity Policies and Rates of the Sterling Hill Community Development District, as amended from time to time. The Board of Supervisors reserves the right to amend or modify these Policies, as necessary and convenient, in their sole and absolute discretion, and will notify Patrons of any changes. Patrons may obtain the currently effective Policies from the District Manager’s Office. The Board of Supervisors and District Staff shall have full authority to enforce the Amenity Policies.

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

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

“Access Card” – shall mean an electronic Access Card issued by the District Manager to each Patron (as defined herein) to access the Amenity Facilities.

“Board of Supervisors” or “Board” – shall mean the Board of Supervisors of the Sterling Hill Community Development District.

“District” – shall mean the Sterling Hill Community Development District.

“District Staff” – shall mean the professional management company with which the District has contracted to provide management services to the District, the Clubhouse Manager, and District Counsel.

“Guest” – shall mean any person or persons, other than a Resident or Non-Resident Patron, who are expressly authorized by the District to use the Amenities, or invited for a specific visit by a Patron to use the Amenities.

“Homeowners Association” or “HOA” or “POA” – shall mean an entity or entities, including its/their employees and agents, which may have jurisdiction over lands located within the District, either now or in the future, which may exist to aid in the enforcement of deed restrictions and covenants applicable to lands within the District.

“Household” – shall mean a residential unit or a group of individuals residing within a Resident’s home. ***This does not include visiting friends, guests, relatives or extended family not permanently residing in the home.*** Upon District’s request, proof of residency for individuals over the age of eighteen (18) years may be required by driver’s license or state or federal issued form of identification, including a signed affidavit of residency.

“Non-Resident” – shall mean any person who does not own property within the District.

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

“Non-Resident User Fee” or “Annual User Fee” – shall mean the fee established by the District for any person that is not a Resident and wishes to become a Non-Resident Patron. The amount of the Annual User Fee is set forth herein, and that amount is subject to change based on Board action.

“Patron” – shall mean Patrons, Non-Resident Patrons and Renters.

“Renter” – shall mean a tenant, occupant or an individual maintaining his or her residence in a home located within the District pursuant to a valid rental or lease agreement. Proof of valid rental or lease agreement shall be required.

“Resident” – shall mean any person or Household owning property within the District, or any Renter who has been approved for issuance of an Access Card.

The words "hereof," "herein," "hereto," "hereby," "hereinafter" and "hereunder" and variations thereof refer to the entire Amenity Policies and Rates.

All words, terms and defined terms herein importing the singular number shall, where the context requires, import the plural number and vice versa.

ACCESS AND USAGE

- (1) **General.** Only Patrons have the right to use the Amenities; provided, however, that certain community programming events may be available to the general public when permitted by the District, and subject to payment of any applicable fees and satisfaction of any other applicable requirements, including adherence to these Amenity Policies and execution of waivers and hold harmless agreements, if any.
- (2) **Use at your Own Risk.** *All persons using the Amenities do so at their own risk and agree to abide by the Amenity Policies. The District shall assume no responsibility and shall not be liable in any incidents, accidents, personal injury or death, 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.*
- (3) **Resident Access and Usage.** Patrons are permitted to access and use the Amenities in accordance with the policies and rules set forth herein, and are not responsible for paying the Annual Non-Resident User Fee set forth herein. In order to fund the operation, maintenance and preservation of the facilities, projects and services of the District, the District levies operation and maintenance special assessments payable by property owners within the District, in accordance with the District’s annual budget and assessment resolutions adopted each fiscal year, and may additionally levy debt service assessments payable by property owners to repay debt used to finance public improvements. Patrons shall not be entitled to a refund of any maintenance special assessments or debt service special assessments due to closure of the Amenities or suspension of that Patron’s access privileges.
- (4) **Non-Resident Patron Access and Usage.** A Non-Resident Patron must pay the Annual Non-Resident User Fee to have the right to use the Amenities for one full year, which year begins from the date of receipt of payment by the District. This fee must be paid in full before the Non-

Resident may use the Amenities. Each subsequent Annual Non-Resident User Fee shall be paid in full on the anniversary date of application. Annual Non-Resident User Fees may be renewed no more than thirty (30) days in advance of the date of expiration and for no more than one calendar year. Multi-year memberships are not available. The Annual Non-Resident User Fee is nonrefundable and nontransferable.

- (5) **Guest Access and Usage.** District Staff shall be authorized to verify and enforce the authorized number of Guests permitted at each Amenity Facility. A Patron must always accompany its Guests during its Guests' use of the Amenities and are responsible for all actions, omissions and negligence of such Guests, including Guests' adherence to the Amenity Policies. Violation of these Amenity Policies by a Guest may result in suspension or termination of the Patron's access and usage privileges. *Exceeding the authorized number of Guests shall be grounds for suspension or termination of a Patron Household's access and usage privileges.*

- (6) **Access Cards.** Access Cards are available for \$15 each from the North Sterling Hill Clubhouse or the South Sterling Hill Clubhouse, which are open 7 days a week from 8 am till 9 pm. Proof of property ownership and/or residency, and a photo ID, are required. All Patrons must use their Access Card for entrance to the Amenities. A maximum of two (2) Access Cards will be issued per Household. All Patrons must use their Access Cards for entrance to the Amenity Facilities.

The Access Card system provides a security and safety measure for Patrons and protects the Amenities from non-Patron entry. Under no circumstances shall a Patron provide their Access Card to another person, whether Patron or non-Patron, to allow access to the Amenities, and under no circumstances shall a Patron intentionally leave doors, gates, or other entrance barriers open to allow entry by non-Patrons.

GENERAL POLICIES

The following policies apply to all use of District Amenity Facilities:

- (1) **Registration and Access Cards.** Each Patron must scan in an Access Card in order to access the Amenities and must have his or her assigned Access Card in their possession and available for inspection upon District Staff's request. Access Cards are only to be used by the Patron to whom they are issued. In the case of Guests, Guests must be accompanied by a Patron possessing a valid Access Card at all times.
- (2) **Attire.** With the exception of the pool and wet areas where bathing suits are permitted, Patrons must be properly attired with shirts and shoes to use the Amenities for each facility's intended use. Bathing suits and wet feet are not allowed indoors with the exception of the bathrooms appurtenant to the pool area.
- (3) **Food and Drink.** Food and drink will be limited to designated areas only. No glass containers of any type are permitted at any of the Amenities. All persons using any of the Amenities must keep the area clean by properly disposing of trash or debris.
- (4) **Alcohol.** No alcoholic beverages are allowed on District property at any time. This includes, but is not limited to, the park(s), clubhouse(s) and swimming pool(s).
- (5) **Parking and Vehicles.** Vehicles must be parked in designated areas. Vehicles should not be parked on grass lawns, pond banks, roadsides, or in any way which blocks the normal flow of traffic. During special events, alternative parking arrangements may be authorized but only as directed by District Staff. Motorized off-road bikes/vehicles (including ATVs) 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. No overnight parking is permitted at any Amenity Facility unless approved by management.

- (6) **Fireworks/Flames.** Fireworks and open flames of any kind are not permitted anywhere on District-owned property or adjacent areas.
- (7) **Bicycles, Skateboards, Etc.** All bikes must be parked and locked at the bike racks. Please do not leave bikes on playground, pool deck, or other District property. Skateboards and roller blades are not permitted on the sport courts or pool deck.
- (8) **Grills.** Personal barbeque grills are not permitted at the Amenities or on any other District-owned property.
- (9) **Equipment.** All District equipment, furniture and other tangible property must be returned in good condition after use. Patrons are encouraged to notify District Staff if such items need repair, maintenance or cleaning.
- (10) **Littering.** Patrons are responsible for cleaning up after themselves and helping to keep the Amenities clean at all times.
- (11) **Bounce Houses and Other Structures.** The installation and use of bounce houses and similar apparatus is prohibited on District property. NO livestock animals, air-filled amusement tents, live entertainment, or bounce houses are permitted on District property due to liability. No exceptions will be made; provided that the District may have vendors with appropriate insurance and liability insurance.
- (12) **Excessive Noise.** Excessive noise that will disturb other Patrons is not permitted, including but not limited to use of cellular phones and speakers of any kind that amplify sound.
- (13) **Lost or Stolen Property.** The District is not responsible for lost or stolen items. The Amenity Manager is not permitted to hold valuables or bags for Patrons. 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 two weeks after which District Staff shall dispose of such items in such manner as determined in its sole discretion; provided, however, that District Staff shall not be permitted to keep such items personally or to give such items to a Patron not otherwise claiming ownership.
- (14) **Trespassing / Loitering.** There is no trespassing or loitering allowed at the Amenities. Any individual violating this policy may be reported to the local authorities.
- (15) **Compliance with Laws and District Rules and Policies.** All Patrons shall abide by and comply with all applicable federal, state and local laws, rules, regulations, ordinances and policies, as well as all 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. Failure to abide by any of the foregoing may be a basis for suspension or termination of the Patron's privileges to use or access the Amenities. The interpretation and enforcement of all rules is solely at the discretion of club staff and management.
- (16) **Courtesy.** Patrons and all users shall treat all staff members and other Patrons and Guests with courtesy and respect. Disrespectful or abusive treatment of District Staff or District contractors may result in suspension or termination of Amenity access and usage privileges. Any unwarranted physical contact (pushing, shoving, grabbing, etc.) shall result in suspension of amenities or law enforcement contact. If District Staff requests that a Patron leave the Amenity Facilities due to failure to comply with these rules and policies, or due to a threat to the health, safety, or welfare, failure to comply may result in immediate suspension or termination of Amenity access and usage privileges.
- (17) **Profanity/Obscenity.** Loud, profane, abusive, or obscene language or behavior is prohibited.
- (18) **Emergencies.** In the event of an injury or other emergency, please contact 911 and alert District Staff immediately.

- (19) **Outside Vendors/Commercial Activity.** Outside vendors and commercial activity are prohibited on District property unless they are invited by the District as part of a District event or program or as authorized by the District in connection with a rental of the Amenity Facilities.
- (20) **Organized Activities.** Any organized activities taking place at the Amenity Center must first be approved by the District. This includes, but is not limited to, fitness instruction, special events, etc.

SMOKING, DRUGS, AND ALCOHOL

Smoking, including using any paraphernalia designed to consume tobacco or other substances such as vaping and electric and non-electronic devices, is prohibited anywhere inside the Amenity Facilities, including any building, or enclosed or fenced area to the maximum extent of the prohibitions set forth in the Florida Clean Indoor Air Act or other subsequent legislation. Additionally, to the extent not prohibited by law, smoking is discouraged in all other areas of the Amenities and on District owned property. All waste must be disposed of in the appropriate receptacles. Any violation of this policy shall be reported to District Staff.

Possession, use and/or consumption of illegal drugs or alcoholic beverages is prohibited at the Amenities and on all other District owned property. Any person that appears to be under the influence of drugs or alcohol will be asked to leave the Amenities. Violation of this policy may result in suspension or termination of Amenity access and usage privileges and illegal drug use may be punished to the maximum extent allowed by law.

SERVICE ANIMAL POLICY

A Service Animal must be kept under the control of its handler by leash or harness, unless doing so interferes with the Service Animal's work or tasks or the individual's disability prevents doing so. The District may remove the Service Animal only under the following conditions:

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

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

CONDUCT CODE

Improper conduct, obscenities, verbal or physical threats by Patrons and/or Guests will not be tolerated anywhere on District property. Actions by any person of any nature, which may be dangerous, create a health or safety problem, create a hostile environment, or disturb others, are not permitted. This includes noise, intoxication, quarreling, threatening, fighting, offensive or abusive language or behavior. Patrons are responsible for family, guests, and invitees.

All Patrons are expected to conduct themselves properly with due consideration for each other and for fellow Patrons and District staff. Sterling Hill Managers have the authority to discipline any person for conduct, which in their discretion tends to endanger the health, safety, or welfare of District Patrons, guests, and staff, as well as for violations of the specific rules and policies of the District.

District staff has the right to ask any person(s) to cease their conduct and/or leave the premises as a result of conduct, which serves to harass or annoy other persons using or working in the District clubhouses or amenities. If the person(s) causing or participating in inappropriate behavior refuses to cease their activities and/or leave the premises promptly when directed, they will be advised that failure to do so immediately will result in law enforcement being called to have them removed, amenities suspended, and possibly trespassed.

At the discretion of the District staff dealing with the situation, the assistance of the local law enforcement agency may be sought to maintain order. If the person(s) asked to leave refuses to do so and law enforcement is called, the person will be issued a trespassing warrant from the facility. Any trespassing order issued at the request of District Staff may be appealed in person or in writing to the District's Board at a monthly district meeting.

Any person who commits a crime, verbally threatens the physical well-being of another person, or who engages in behavior that may be dangerous, create a health or safety problem, create a hostile environment, or otherwise disturbs others and causes them to fear for their physical well-being will be reported to the local law enforcement agency.

Anyone who observes a violation of the District's rules or policies shall bring the matter to the attention of any staff on duty. Patrons are discouraged from trying to enforce rules on their own.

Staff and fellow Patrons/Guests are to be treated in a courteous and considerate manner. No associate shall be disrespected or harassed in any way. All complaints regarding services rendered by and staff member must be made to the Clubhouse Manager or District Manager.

Patrons shall not engage or direct Staff on any private business, nor shall any Staff member be used for the individual benefit of the Patron, nor shall any Patron direct, supervise, or in any manner attempt to assert control over any such Staff member.

CLUBHOUSES, PARKS, AND RENTALS

- (1)** Sterling Hill CDD clubhouse hours are 8:00am to 9:00pm Monday-Sunday. No loitering after park/clubhouse hours.
- (2)** All children 12 years and under must be accompanied by an adult when visiting the park.
- (3)** Clubhouses close for New Years Eve, Thanksgiving and Christmas. If clubhouse is closed for other reasons, notices will be posted. We are closed at 4pm on the day before and after Thanksgiving and Christmas.
- (4)** Rental of activity rooms is available to Patrons only. Reservations are accepted only with approved forms, along with room payment and deposit. Please check with staff for availability and reservation forms. The rental fee is \$75 (during operating hours) and there is a \$100 refundable cleaning deposit required. All rentals must comply with the rules, requirements, and terms and conditions set forth on the rental forms. Maximum capacity is 40 persons.

BASKETBALL COURT

For all emergencies call 911. To report a problem or for any inquiries please see the North Clubhouse park attendant or call (352) 686-5161.

- (1)** Basketball courts are open from 8 am - 9 pm.
- (2)** Use of basketball court is at your own risk.

- (3) Basketball court is for Patrons only.
- (4) No guests after 4pm. Before 4pm each Patron may have up to (2) guests. Each Patron is responsible for their guest's behavior.
- (5) You must sign in, and provide either your Access Card or photo ID for access to the basketball courts.
- (6) Children under the age of 12 must be accompanied by an adult.
- (7) Court is for basketball use only.
- (8) No profanity, obscene language, loud noises, or loud stereos.
- (9) No bicycles, rollerblades, or skates allowed.
- (10) No food, glass containers or alcoholic beverages allowed on court.
- (11) No smoking or vaping on the basketball courts.
- (12) Proper attire and shoes must be worn at all times.
- (13) No pets are allowed on court area.
- (14) Courts are used on a first come, first serve basis.
- (15) If someone is waiting to use the court, games are limited to 30 minutes.

BILLIARDS ROOM

For all emergencies call 911. To report a problem or for any inquiries please see the North Clubhouse park attendant or call (352)686-5161.

- (1) Billiards room is open from 8am – 9pm, 7 days a week.
- (2) Access Card is required to gain entrance.
- (3) No one under the age of 10 years old may use the Billiards Room. Patrons between the ages of 10 and 16 must be supervised by a parent or legal guardian at all times. Patrons 16 years of age or older may use the Billiard Room independently. (ID may be requested).
- (4) Billiards room is for Patrons and guests only. Each Patron may bring in two (2) guests.
- (5) There is a 30-minute time limit if another Patron is waiting to play.
- (6) No food or drink is allowed. Only bottled water is permitted.
- (7) Do not place anything on the billiard table.
- (8) No sitting on the billiard table.
- (9) No sitting or lying on the floor.
- (10) Music can only be played through device ear buds or headphones.
- (11) There will be no removal of, or addition to, any existing equipment in the billiard room.
- (12) You are permitted to bring your own cue stick.
- (13) When you are done playing please clean off the chalk from the billiard table with brush provided, and return cue sticks to their proper location.
- (14) Should any Patron encounter a problem with the pool table or other equipment, please notify the staff immediately.
- (15) Patrons will be held responsible for any property damage caused by themselves or their guest.
- (16) Profanity or foul language is prohibited.
- (17) Gambling is prohibited at the facility.
- (18) NO smoking, vaping or electronic cigarettes.

TENNIS COURT

For all emergencies, call 911. To report a problem or for any inquiries please see the North Clubhouse park attendant or call (352) 686-5161.

- (1) The courts are designated for Patrons only.
- (2) The tennis courts are open from 8 am to 9 pm, 7 days a week.
- (3) There is to be NO offensive or foul language.
- (4) There are NO reservations; the courts are first come, first serve.
- (5) If there are people waiting for a tennis court, there is a 90-minute maximum playing time.
- (6) Tennis court are to be used for tennis playing only. Roller blades, skate boards, bikes, etc. are prohibited.
- (7) You must have your driver's license or Access Card available for staff if necessary.
- (8) If a Patron brings a guest, the Patron must be present the entire time.
- (9) Guests are required to adhere to the same policies and regulations as the Patron.
- (10) Proper footwear is required.

VOLLEYBALL COURT

For all emergencies, call 911. To report a problem or for any inquiries please see the South Clubhouse park attendant or call (352) 684-0160.

- (1) Volleyball court hours of Operation 8 am – Dusk
- (2) Volleyball court is for Patrons and guests only.
- (3) All guests must be accompanied by a Patron at all times. The Patron is fully responsible for their guests' behavior.
- (4) Children under the age of 12 must be supervised by someone 18 years of age or older.
- (5) Sand court is for volleyball play only.
- (6) Pets are prohibited on sand court.
- (7) No picking up and throwing sand.
- (8) Do not pull or hang on volleyball net.
- (9) The use of profanity or disruptive behavior is prohibited.
- (10) Please clean up any trash brought to the volleyball court. Glass containers are prohibited.
- (11) If anything is wrong with the sand court or the volleyball net please report to clubhouse staff immediately.
- (12) In case of an emergency call 911 and report to club staff immediately.

DOG PARK

For all emergencies, call 911. To report a problem or for any inquiries please see the South Clubhouse park attendant or call (352) 684-0160.

- (1) Dog Park Hours of Operation: 8 am – Dusk
- (2) No children under the age of 16 are permitted unless accompanied by an adult 18 years of age or older.
- (3) The Sterling Hill dog park is available for use by Patrons and their guests.
- (4) All persons entering the dog park assume any and all risk to their own safety and that of their dogs.
- (5) Dog owners are responsible for the actions and behavior of their dogs at all times.

- (6) All dogs must be properly licensed and have their current vaccinations to enter dog park.
- (7) All dogs must have owner ID tags on at all times.
- (8) No dog may be left unattended at any time.
- (9) Female dogs in heat and puppies younger than 4 months old are prohibited at all times.
- (10) Limit of 3 dogs per person.
- (11) All dogs must be on a leash when entering and leaving the park.
- (12) No spiked, pronged, or choke collars allowed.
- (13) Dogs must be removed from the park at the first sign of aggression.
- (14) Dogs that have attacked or bitten any person or another person's pet shall be prohibited.
- (15) Dog owner / handler is responsible for picking up and disposing of their dog's waste in an appropriate outdoor receptacles.
- (16) No dog or human food allowed, and no glass containers permitted.
- (17) Dog owners must immediately stop their dog from digging, and fill in any holes dug by their dog, immediately.
- (18) Dogs are the only animals permitted within the dog park.
- (19) Dogs must be under voice command at all times.
- (20) Smoking is prohibited.

PLAYGROUND

For all emergencies, call 911.

- (1) Playground Hours of Operation: 8 am - 9 pm
- (2) Patrons and their guests may utilize the Playground at their own risk.
- (3) For the safety of all children and adults, only children between the age of 2 years old and 12 years of age may use the equipment.
- (4) Children under the age of 12 must be supervised by someone age 18 or older.
- (5) Patrons and their guests are responsible for the behavior of their children.
- (6) Proper footwear is required. NO loose clothing, especially with strings, should be worn.
- (7) Pets are prohibited in the playground area (with the exception of service animals).
- (8) Roughhousing is prohibited.
- (9) Throwing sand, mulch, sticks, or any other like item is prohibited.
- (10) Hard balls (baseball, basketball, tennis, etc.) are prohibited on the playground.
- (11) Playground equipment is for all children. They shall take turns and share the equipment.
- (12) All children are expected to play cooperatively with others.
- (13) No jumping off from any high climbing bars, platforms, or playground equipment.
- (14) Improper use of the equipment will not be tolerated. Use traditional methods when going up and down slides.
- (15) Persons using the playground must clean up any trash brought to the playground. Glass containers are prohibited.
- (16) The use of profanity, horseplay, or disruptive behavior is prohibited.
- (17) Please call 911 for all emergencies. If anything is wrong with the equipment or someone gets hurt, notify clubhouse staff immediately.

SWIMMING POOL

For all emergencies, call 911.

- (1)** The swimming pool facilities are open from 10:00am to dusk (dusk time is set by staff's discretion). If the pool or deck is closed for maintenance, signs will be posted.
- (2)** There is no lifeguard on duty, and all swimmers must enter through the building. Pool and splash pad rules are posted on pool and splash pad deck.
- (3)** You must shower before entering pool.
- (4)** You must have an Access Card to gain access to the pool. Proof of residency and ID must be verified if you do not have your Access Card.
- (5)** Each household may bring up to five (5) guests for use of the pool facilities but must accompany their guests at all times.
- (6)** No Lifeguard on Duty! Persons using the pool or clubhouse facilities do so at their own risk.
- (7)** Children under the age of 16 must be accompanied by an adult 18 years of age or older at all times while using the pool facilities.
- (8)** Infants and toddlers who are still in diapers MUST wear an approved swim diaper or rubber swim pants. Diapers are not permitted in the pool.
- (9)** All persons using the pool facilities shall obey the capacity requirements as defined by Hernando County.
- (10)** Proper swimming attire must be worn while using the pool facilities. (Bathing suits only, no sagging basketball/athletic shorts, jeans, sports bras, Brazil-French cut, thong style, and/or translucent swimwear). Attire must be suitable for a family environment.
- (11)** No running or horseplay is allowed in the pool facilities.
- (12)** No diving or flipping is allowed.
- (13)** Flotation devices are allowed in the pool; however they must not interfere with the enjoyment of other guests using the pool.
- (14)** No balls allowed, and toys should not be thrown within the pool or pool area.
- (15)** No rough housing or chicken fighting is allowed in the swimming pool.
- (16)** No smoking, vaping, or electronic cigarettes are permitted.
- (17)** No animals are allowed in the pool facilities.
- (18)** No food or drinks are allowed within 6 feet of the pool.
- (19)** Coolers will be checked by staff. No glass containers or alcohol are allowed in pool area.
- (20)** Radios and other music devices are prohibited; unless they are used with personal headphones.
- (21)** Pool furniture shall not be removed from the pool deck area or placed into the swimming pool.
- (22)** No cursing, offensive language or offensive gestures are allowed.
- (23)** The swimming pool and pool deck will be cleared by staff if lightning is within an 8-mile radius (determined by lightning detection device). The pool will re-open no sooner than 30 minutes after the last sound of thunder (determined by staff).
- (24)** If the pool is contaminated it will be shut down and cleaned as per Center of Disease Control and Prevention (Chapter 64E-9 Florida Admin Code).
- (25)** Belongings left in the pool facilities after dusk shall be placed in the clubhouse's "Lost & Found" for a period of one week. If the item(s) are not claimed, they will be discarded.

SPLASH PAD

For all emergencies, call 911. To report a problem or for any inquiries please see the South Clubhouse park attendant or call (352) 684-0160.

- (1)** Hours of operation are 10:00 AM to Dusk (varies by time of year).
- (2)** All persons using the splash pad do so at their own risk. No lifeguard on duty.
- (3)** You must have an Access Card to gain access to the splash pad. Proof of residency and/or ID will be required if you do not have your Access Card.
- (4)** Each household may bring up to five (5) guests for use of the splash pad facilities but must accompany their guests at all times.
- (5)** Facility staff has the authority to deny access and/or usage of Splash Pad at any time if maximum bathing load is reached, as defined by Hernando County. (Max bathing load 11)
- (6)** Splash pad may be closed at any time due to inclement weather, unforeseen circumstances, certain seasons of the year, or for maintenance.
- (7)** The splash pad area cannot be reserved, as it is not a rentable area. Splash Pad use is on a first-come, first serve basis until facility reaches maximum bathing load (11), as defined by Hernando County.
- (8)** Children under the age of 12 must be accompanied by an adult eighteen (18) years or older. Proof of age may be required.
- (9)** Children who are not toilet trained must wear approved swim diapers, regular diapers are not permitted. No changing of diapers at splash pad.
- (10)** Proper swim attire is required.
- (11)** Persons experiencing diarrhea must not use the splash pad.
- (12)** Persons with open cuts, sores, blisters, infections or diseases that may be transmitted by water are prohibited.
- (13)** If splash pad is contaminated it will be shut down and cleaned as per Center of Disease Control and Prevention (Chapter 64E-9 Florida Admin Code).
- (14)** No alcoholic beverages allowed.
- (15)** No smoking, vaping, or tobacco products permitted.
- (16)** Patrons are responsible for their guests and their behavior. Parents are responsible for their children's behavior.
- (17)** No running, flipping, rough housing, or hanging on any of the equipment.
- (18)** Do not drink or swallow the water, it is re-circulated chlorinated water system.
- (19)** All participants should conduct themselves in a courteous, safe, and family-oriented manner. No cursing, offensive language, or offensive gestures are allowed.
- (20)** Do not place any pool furniture on the splash pad.
- (21)** No food or drink is permitted within 12' of splash pad, paver area only. No glass. No gum.
- (22)** No one is permitted to play music which is audible to others, headphones or earbuds only.
- (23)** Do not cover any water fixtures or drains.
- (24)** The District and/or facility staff are not responsible for any lost or stolen items.

FITNESS CENTER

For all emergencies, call 911.

- (1)** Fitness Center Hours are 5:00 AM – 10:00 PM; 7 days a week. Interior lights will shut off automatically at 10pm, and alarm will activate. Staff will post when closed for holidays and maintenance.
- (2)** Fitness center is for Patrons only, unless special permission is granted for guests.
- (3)** Age Requirements:
 - Users must be 16 years of age or older to use fitness center without parent or legal guardian.
 - Children ages 13-15 must be accompanied by a parent or legal guardian who remains present at all times.
 - No one under the age of 13 is permitted in the fitness center. No exceptions!
 - Patrons age 18 or older may request one-day approval for guests from manager.
 - Age verification in the form of picture ID or birth certificate may be required any time by staff.
- (4)** The facilities are under video surveillance. All activities are being recorded 24 hours a day.
- (5)** In case of an emergency dial 911
- (6)** You must have your Access Card to gain access.
- (7)** No Tailgating - You may not open the fitness center doors for someone without an Access Card. If you do so you may be asked to leave, have your access suspended, or access terminated completely.
- (8)** There is a 25-minute time limit on the fitness equipment when others are waiting.
- (9)** All concerns, equipment malfunctions, damaged equipment and/or maintenance should be reported to clubhouse staff.
- (10)** Use of the facility is at your own risk. Please use caution when exercising.
- (11)** No dropping weights, emotional outbursts, or loud grunting while working out. Respect others.
- (12)** No loud or offensive language or behavior.
- (13)** No radio or music from cell phones or other devices. Headphones or ear buds are permitted.
- (14)** All personal items must be kept off the workout floor.
- (15)** Keep the facility clean. Put weights back where they belong, and pick up after yourself.
- (16)** Fitness machines and equipment must be wiped down after each use with wipes or spray provided.
- (17)** No loitering, drug use, smoking, electronic smoking devices, or alcohol of any kind is permitted in the fitness center facility.
- (18)** Do not deface or destroy any property within the fitness center to include walls, floors, equipment, and restrooms. You will be responsible for the cost of repair.
- (19)** Proper workout attire is mandatory. Closed toe athletic shoes, athletic shorts or pants, and shirt required. No sandals, flip-flops, boots, dress shoes, jeans or street clothes permitted.
- (20)** Proper hygiene is required. You must wear clean clothes and avoid inappropriate body odor, strong perfumes, or cologne.
- (21)** Please use all fitness equipment properly and in a safe manner.
- (22)** Water or other sports drinks must be contained in non-breakable spill proof containers.
- (23)** No outside food is permitted.

SUSPENSION AND TERMINATION OF PRIVILEGES

General Policy. All persons using the Amenities and entering District property shall comply with the Amenity Policies established for the safe operations and maintenance of the District's Amenities. To protect the rights and privileges of rule-abiding Patrons, inappropriate behavior by Patrons will not be tolerated.

(1) Suspension of Access and Use Privileges. The District, through its Board, District Manager, Amenity Manager and District Counsel shall have the right to restrict, suspend or terminate the Amenity 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 Policies);
- (f)** Treats the District's supervisors, staff, general/amenity management, contractors or other representatives, or other Patrons, 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.

(2) Authority of District Staff.

- (a)** District Staff or their designee(s) may immediately remove any person from one or all Amenities if any of the above-referenced behaviors are exhibited or actions committed or if in his/her reasonable discretion it is the District's best interests to do so. District Staff may at any time restrict or suspend for cause or causes, including but not limited to those described above, any person's privileges to use any or all of the Amenities.
- (b)** Anyone asked to leave by clubhouse staff for continued violations must gather their belongings and leave property in a timely manner. Refusal to leave the property may result in a further suspension of amenity privileges or possible trespass warrant if law enforcement is called for noncompliance.
- (c)** Fighting, physical or verbal abuse of staff or other users of the Amenities, intentional damage of District property, or illegal drugs or paraphernalia will be grounds for immediate removal, suspension, and/or trespass warrant.

(3) Process for Suspension or Termination of Access and Use Privileges. Subject to the rights of District Staff set forth in Paragraph (3) above, the following process shall govern suspension and termination of privileges:

(a) Offenses:

(a) First Offense: Verbal warning by District Staff.

(b) Second Offense: Depending on the severity of the offense, Staff may issue a second warning or ask the individual to leave immediately for the remainder of that day.

(c) Third Offense: Suspension of all Amenity privileges for up to one (1) year, in the discretion of District staff. Such suspension shall run to the next regular meeting of the Board of Supervisors. At said meeting, the record of all previous offenses will be presented to the Board for recommendation of termination of the offender(s') privileges for up to one (1) calendar year. The length of the suspension is in the discretion of the Board and may be for less than one (1) year.

(b) Notwithstanding the foregoing, any time a user of the Amenity is arrested for an act committed, or allegedly committed, while on the premises of the Amenity, or violates these Policies in a manner that, in the discretion of the District Staff upon consultation with one Board member, justifies suspension beyond the guidelines set forth above, such offender shall have all amenity privileges immediately suspended.

(c) Any suspension or termination of Amenity privileges may be appealed to the Board of Supervisors for reversal or reduction. The Board's decision on appeal shall be final and binding.

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

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 Household.

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 District’s sovereign immunity or 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 AND WAIVERS

The Board in its sole discretion may amend these Amenity Policies from time to time. The Board by vote at a public meeting or the District Manager may elect in its/their sole discretion at any time to grant waivers to any of the provisions of these Amenity Policies, provided however that the Board is informed within a reasonable time of any such waivers.

Exhibit A: Rates, Fees, and Charges

EXHIBIT A

STERLING HILL COMMUNITY DEVELOPMENT DISTRICT

Rates, Fees, and Charges

As Amended February 15, 2024

Item	Rate
Activity/Party Room Rental (Patron) (6 hours)	\$75
Activity/Party Room Rental (Non-Patron) (6 hours)	\$150
Cleaning Deposit – Activity/Party Room Rental (Refundable)	\$100
Boat/RV Storage	\$62.50/month (\$750/year)
Access Card Fee	\$15
Annual Non-Resident Membership Fee	\$2500