

**Fieldstone  
Community Development District**

**Rules and Rates  
for  
Amenity Facilities**

**Adopted:**

**May 13, 2020**

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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 Brightwood Pavilion, Riverfield Verandah, future community amenity location, AVID Trails, FitPods and FitStations, together with their appurtenant facilities and areas.

**“Amenity Facilities Policies” or “Policies”** – shall mean all Amenity Facilities Policies of the District as amended from time to time.

**“Amenity or Lifestyle Manager (Director of Fun)”** – shall mean the management company, including its employees, staff and agents, contracted by the District to manage Amenity Facilities within the District, which facilities include, but are not limited to, the Brightwood Pavilion, Riverfield Verandah.

**“Annual User Fee”** – shall mean the fee established by the District for any person that is not a member 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.

**“Board of Supervisors” or “Board”** – shall mean the North River Ranch Community Development District Board of Supervisors.

**“Clubhouse Facilities”** – shall mean the Brightwood Pavilion, Riverfield Verandah.

**“District”** – shall mean the Fieldstone and the North River Ranch Community Development District.

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

**“Family”** – shall mean a group of individuals living under one roof or head of household. This does not include visiting relatives, or extended family not residing in the home.

**“Guest”** – shall mean any person or persons who are invited and accompanied for the day by a Patron to participate in the use of the Amenity Facilities.

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

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

**“Patron” or “Patrons”** – shall mean Residents, Non-Resident Members, and Renters; who are sixteen (16) 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 or family owning property within the District.

“**Adult**” – shall be considered any person eighteen (18) years of age or older.

“**Minor**” – shall be considered any person seventeen (17) years of age or younger.

**Annual User Fee Structure**

The annual user fee for persons not owning property within the District is \$1000.00 per family which shall be reviewed each year in conjunction with the adoption of the annual Fiscal Year budgets for North River Ranch Community Development District. The fee includes all amenities within the District. This fee will cover membership to all Amenity Facilities for one (1) full year from the date of receipt of payment by the District. This fee must be paid in full at the time of the completion of the Non-Resident Member application. Each subsequent annual membership fee shall be paid in full on the anniversary date of application for membership. Such fee may be increased, not more than once per year, by action of the Board of Supervisors, to reflect increased costs of operation of the Amenity Facilities; such increase may not exceed ten percent (10%) per year. This membership is not available for commercial or business purposes.

**Facility Access Fobs**

Two (2) facility access fobs will be issued to each Resident or Non-Resident households ; this includes all children sixteen (16) years of age and older. There is a \$10.00 charge to replace any lost or stolen fobs. Each time a facility access fob is issued members will be required to provide proof of District residence or an executed Non-Resident Member Application paid in full. All members will be asked to execute an Amenity Facilities registration form prior to receiving their access fob. Facility access fobs are non-transferable and may be confiscated on site if being used by someone other than the person to whom it was issued. Facility access fobs will not be issued on a Guest basis.

**Guardian Access Fobs**

Up to two (2) guardian facility access fobs may be issued to a Resident Family, Non-Resident Member Family or Renter Family at any one time. There is a \$10.00 charge per fob. The person(s) being issued this fob must be at least eighteen (18) years of age or older. An executed and notarized Guardianship Power of Attorney Form is required for each guardian. Where there are multiple children under the age of sixteen (16) who will be under the guardian’s care, each child must be listed on the form(s). Guardian fobs are good for one (1) year from the date of issuance. Guardians may not use the Amenity Facilities unless using them with the child or children assigned to their fob. Guardians are

also not permitted to bring Guests to the Amenity Facilities at any time. The child or children assigned to the guardian fob will be required to obtain a child identification fob. There is a \$5.00 charge for this fob.

### **Renters' Privileges**

1. Residents who rent 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 must acquire a membership with respect to the residence which is being rented or leased. An Amenity Assignment of Rights and Privileges Form must be executed by the Resident on behalf of the renter and witnessed prior to any facility access fobs being issued to the Renter. 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. There is a \$10.00 charge per fob issued to Renters. No charge applies for reactivating or extending an existing fob.
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. Resident owners are responsible for the department of their respective Renter.
5. Renters shall be subject to such other rules and regulations as the District may adopt from time to time.

### **Guest Policy**

1. The guest policy varies by facility. See each section for the specific policy applicable to that facility.
2. Access fobs are not issued on a Guest basis.
3. Guests must always be accompanied by a Patron when using any of the Amenity Facilities.
4. Patron will be responsible for any damages caused by Guests while using facilities.

## **Loss or Destruction of Property or Instances of Personal Injury**

Each Patron and each Guest as a condition of invitation to the premises of the center assume 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 the premises of the center, whether in lockers or elsewhere.

No person shall remove from the room in which it is placed or from the Amenity Facilities' premises any property or furniture belonging to the District or its contractors without proper authorization. Amenity Facilities 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, caused by the member, any guests or any family members. The District reserves the right to pursue any and all legal and equitable measures necessary to remedy any losses due to property damage or personal injury.

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 Facility, the District, the Board of Supervisors, District employees, District representatives, District contractors, District agents, harmless for any and all loss, cost, claim, injury damage or liability sustained or incurred by him or her, resulting there from 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 their respective operators, Supervisors, employees, representative, contractors, and agents hereunder in respect to any loss, cost, claim, injury, damage or liability sustained or incurred by any guest or family member of such Patron.

Should any party bound by these Policies bring suit against the District, the Board of Supervisors or staff, agents or employees of the District, any Amenity Facility operator or its officers, employees, representatives, contractors or agents in connection with any event operated, organized, arranged or sponsored by the District or any other claim or matter in connection with any event operated, organized, arranged or sponsored by the District, and fail to obtain judgment therein against the District or the Amenity Facility operator, officers, employee, representative, contractor or agent, said party shall be liable to the District for all costs and expenses incurred by it in the defense of such suit (including court costs and attorney's fees through all appellate proceedings).

## **Indemnification**

Each organization, group or individual reserving the use of an Amenity Facility (or any part thereof) agrees to indemnify and hold harmless the District, the owners of the Amenity Facility and the owner's officers, agents and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity, for injuries, death, property damage of any nature, arising out of, or in connection with, the use of the District.

Each organization, group or individual reserving the use of District facilities agrees to indemnify and hold harmless the District and the amenity management firm, and the respective officers, agents and employees of each, from any and all liability, claims, actions, suits or demands by and person, corporation or other entity, for injuries, death, property damage of any nature, arising out of or in connection with, the use of the district lands, premises and / or facilities, including litigation or any appellate proceeding with respect thereto. Nothing herein shall constitute or be construed as a waiver of the District's sovereign immunity granted pursuant to Section 768.28, Florida Statutes.

The District and its agent, employees and officers shall not be liable for, and the Resident or Non-Resident Member user shall release all claims for injury or damage to or loss of personal property or to the person, sustained by the user or any person claiming through the user resulting from any fire, accident, occurrence, theft or condition in or upon the District's lands, premises and/or facilities.

## **Suspension and Termination of Adult Privileges**

1. Privileges at the Amenity Facilities can be subject to suspension or termination by the Board of Supervisors if a Patron:
  - a. Submits false information on the application for an access fob.
  - b. Permits unauthorized use of an access fob.
  - c. Exhibits unsatisfactory behavior or appearance.
  - d. Fails to abide by the Rules and Policies established for the use of facilities.
  - e. Treats the personnel or employees of the facilities in an unreasonable or abusive manner. Examples include, but are not limited to the use of profanity, verbal or physical assault.
  - f. Engages in conduct that is improper or likely to endanger the welfare, safety or reputation of the facility or Staff.
2. Management may at any time restrict or suspend any Patron's privileges to use any or all the Amenity Facilities when such action is necessary to protect the health, safety and welfare of other Patrons and their guests, or to protect the District's facilities from damage.
3. The District shall follow the process below regarding Suspension or Termination of an Adult Patron's privileges:

- a. First Offense - Written notice & explanation of the violation will be given to the Patron and a copy of such notice will be filed in the Resident Services Office.
  - b. Second Offense –Will result in an Automatic suspension of all amenity privileges for thirty (30) days. Written notice & explanation will be given to the Patron and a copy of such notice will be filed in the Resident Services Office.
  - c. Third Offense – Will result in a suspension of all amenity privileges until the next Board of Supervisors Meeting. At the Board meeting, a record of all previous offenses will be presented to the Board for recommendation of termination of the Patron’s privileges for one (1) year (or some shorter amount of time at the Board’s discretion). Written notice will be given to the Patron as to the Board of Supervisors decision.
4. Immediate Suspension & Removal:
    - a. The Board Chairperson, District Manager, Amenity Manager have the exclusive right, authority and discretion to suspend any Adult Patron for the use of profanity and failure to follow staff direction for a period of no less than seven (7) days.
    - b. An incident report will be generated, and a copy of such notice will be filed in the Resident Services Office.
    - c. Upon issue of an immediate suspension, should the Patron continue to act or perform in an inappropriate manner/behavior, that Adult Patron shall forfeit all amenity privileges until the next Board of Supervisors meeting. Furthermore, District Staff will recommend termination of Adult Patron’s privileges for a period of six (6) months.
  5. Notwithstanding the foregoing, if at any time an Adult Patron is arrested for an act committed, or allegedly committed, while at any District Facility, that Adult Patron shall have all amenity privileges suspended until the next Board of Supervisors meeting. At the Board meeting, the Board will be presented with the facts surrounding the arrest and a recommendation of termination of Adult Patron’s privileges for up to one (1) year (or some shorter amount of time at the Board’s discretion). Written notice will be given to Adult Patron as to the Board of Supervisors decision.
  6. Utilizing the facilities during the suspension period will result in a trespassing citation issued by law enforcement officers of the Manatee County Sheriff’s Office or Florida Highway Patrol. Furthermore, attendance as a guest will also be prohibited during such time. Attempts made to gain access to the facilities using another person’s access fob will result in confiscation of the access fob being used and the suspension of that fob holder’s privileges for a period of fifteen (15) days.
  7. Suspension Effective Date:
    - a. The Effective Date for amenity privilege suspension will be from the date of the written notice of suspension.
    - b. Weekdays (Monday – Friday) and Weekends (Saturday – Sunday) will be calculated toward the total number of suspension days.



- c. The Effective Date for the amenity privilege suspension will be stayed if the party subject to suspension files a notice of appeal of such suspension, in writing, to the District Management Office within 5 business days of the date of the written notice.
8. Appeal Process – Adult Patrons:
    - a. Any person has the right to dispute and request an appeal to the District's Board of Supervisors.
    - b. A notice of appeal must be submitted in writing to the District Management Office within five (5) business days of the date of the written notice for placement on the next regularly scheduled District meeting agenda.
    - c. Such notice of appeal shall outline all facts and support documentation that constitutes the basis of appeal.
    - d. The District Management Office must be in receipt of such appeal no fewer than five (5) business days prior to the next regularly scheduled District meeting or such appeal will be heard at the next subsequent scheduled District meeting.
    - e. Any person appealing will be governed by the following procedures:
      - i. Appellant must be physically present or represented by counsel at meeting in which the appeal will be heard by the Board of Supervisors.
      - ii. Failure to attend will result in dismissal of appeal with no resubmission on future District agenda docket.
      - iii. Appellant's argument & basis for appeal will be limited to five (5) minutes per account unless otherwise expanded by the Board of Supervisors.
      - iv. The District Board of Supervisors and District Staff may question the appellant on any matter relevant to the appeal.
      - v. The District Board of Supervisors and District Staff may present testimony or documentary evidence on any matter, from any source, relevant to the appeal.
      - vi. Appellant must furnish enough copies (8) of any documentation to present to the Board of Supervisors supplementing the argument and basis for the appeal (if applicable).
    - f. The District's Board of Supervisors reserves the right to grant or deny any appeal at their sole and absolute discretion.
    - g. District action(s) will be resolved by way of successful Board motion.
    - h. Upon Board action on an appeal, no subsequent appeal will be given or heard for the same offense.

### **Suspension and Termination of Minor Privileges**

1. At the discretion of Amenity Facilities Staff, Minors (children under the age of eighteen (18), who violate the rules and policies may be expelled from the Amenity Facilities for one (1) day. Upon such expulsion, a written report shall be prepared detailing the name of the child, the prohibited act committed and the date. This report will be mailed to the parents of the child and will be kept on file at the Resident Services Office.

2. Any Minor who is expelled from the Amenity Facilities three (3) times in a one-year period, shall have their Amenity Facilities privileges suspended for one (1) year from the date of the third offense.
3. Notwithstanding the foregoing, at any time a Minor is arrested for an act committed, or allegedly committed, while at any District Facility, that minor shall have all amenity privileges suspended until the next Board of Supervisors meeting. At the Board meeting, the Board will be presented with the facts surrounding the arrest and a recommendation of termination of minor's privileges for up to one (1) year (or some shorter amount of time at the Board's discretion). Written notice will be given to known minor's guardian(s) as to the Board of Supervisors decision.
4. Utilizing the facilities during the suspension period will result in a trespassing citation issued by the law enforcement officers of the Manatee County Sheriff's Office or Florida Highway Patrol. Furthermore, attendance as a guest will also be prohibited during such time. Attempts made to gain access to the facilities using another person's access fob will result in confiscation of the access fob being used and the suspension of that fob holder's privileges for a period of fifteen (15) days.
5. Suspension Effective Date:
  - a. The Effective Date for amenity privilege suspension will be from the date of the written notice of suspension.
  - b. Weekdays (Monday – Friday) and Weekends (Saturday – Sundays) will be calculated toward the total number of suspension days.
  - c. The Effective Date for the amenity privilege suspension will be stayed if the party subject to suspension files a notice of appeal of such suspension, in writing, to the District Management Office within 5 business days of the date of the written notice.
6. Appeal Process – Minor Patrons:
  - a. Any minor has the right to dispute and request an appeal to the District's Board of Supervisors.
  - b. A notice of appeal must be submitted in writing to the District Management Office within five (5) business days of the date of the written notice for placement on the next regularly scheduled District meeting agenda.
  - c. Such notice of appeal shall outline all facts and support documentation that constitutes the basis of appeal.
  - d. The District Management Office must be in receipt of such appeal no fewer than five (5) business days prior to the next regularly scheduled District meeting or such appeal will be heard at the next subsequent scheduled District meeting.
  - e. Any minor appealing will be governed by the following procedures:
    - i. Minor Appellant and at least one parent or guardian must be physically present or represented by counsel at meeting in which the appeal will be heard by the Board of Supervisors.
    - ii. Failure to attend will result in dismissal of appeal with no resubmission on future District agenda docket.
    - iii. Appellant's argument & basis for appeal will be limited to five (5) minutes per account unless otherwise expanded by the Board of Supervisors.

- iv. The District Board of Supervisors and District Staff may question the appellant on any matter relevant to the appeal.
- v. The District Board of Supervisors and District Staff may present testimony or documentary evidence on any matter, from any source, relevant to the appeal.
- vi. Appellant must furnish enough copies (8) of any documentation to present to the Board of Supervisors supplementing the argument and basis for the appeal (if applicable).
- f. The District's Board of Supervisors reserves the right to grant or deny any appeal at their sole and absolute discretion.
- g. District action(s) will be resolved by way of successful Board motion.
- h. Upon Board action on an appeal, no subsequent appeal will be given or heard for the same offense.

### **General Facility Provisions**

1. The Board reserves the right to amend, modify, or delete, in part or in their entirety, these Rules and Policies when necessary, at a duly noticed Board meeting, and will notify the Patrons of any changes. However, in order to change or modify rates or fees beyond the increases 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 must have their assigned facility access fob upon entering the amenities. Facility access fobs are non-transferable and may be confiscated on site if being used by someone other than the person to whom it was issued. Patron must present facility access fob upon request from Amenity Staff members.
3. Children under sixteen (16) years of age must be accompanied by a parent/guardian/adult patron aged eighteen (18) or older, with a valid Facility Access Fob.
4. Patrons aged twelve-sixteen (12-16) may access the Fitness Center parent/guardian/adult patron and must be supervised at all times by said patron.
5. All hours of operation of Amenity Facilities will be established and published by the District. The Clubhouse Facilities will be closed on the following holidays: Easter, Memorial Day, July 4<sup>th</sup>, Labor Day, Thanksgiving Day, Christmas Day and New Year's Day. The Clubhouse Facilities may also have limited hours of operation or be closed on Christmas Eve and New Year's Eve with Board authorization.
6. Dogs and all other pets (except for Service Animals) are not permitted at the Clubhouse Facilities and pools. Where Service Animals are permitted on the grounds, they must be leashed. Patrons are responsible for picking up after all pets as a courtesy to residents and in accordance with the law.
7. No open containers or glass are not permitted at any of the Amenity Facilities, parks, playgrounds and common areas. Alcoholic beverages shall not be served or sold. Alcoholic beverages are only permitted at pre-approved private parties and may also be served at District pre- approved or programmed special events.
8. Facility parking lots are intended for use by Patrons and their guests only while they're using the facilities. Vehicles must be parked in designated areas. Vehicles

may not be parked on grass lawns, or in any way which blocks the normal flow of traffic.

9. Fireworks of any kind are not permitted anywhere on the Amenity Facilities, District Property, and adjacent areas.
10. Only District employees and staff are allowed in the service areas of the Amenity Facilities.
11. The Board of Supervisors (as an entity) and the District Manager, the Amenity Manager and its staff shall have full authority to enforce these policies.
12. Smoking is not permitted anywhere in the Amenity Facilities.
13. Guests must be accompanied by a Patron while using the Amenities.
14. All lost or stolen access fobs should be reported immediately to the Resident Services Office.
15. Disregard for any Amenity Facilities rules or policies may result in expulsion from the facility and/or loss of Amenity Center privileges in accordance with the procedures set forth herein.
16. Patrons and their guests shall treat all staff members with courtesy and respect.
17. Golf carts, motorcycles, off-road vehicles (including ATVs), and motorized scooters are prohibited on all property owned, maintained, and operated by the District or at any of the Amenities within the District with the exception of parking lots or unless the said vehicles are owned by the District.
18. Skateboarding is not allowed on any District Amenity Facility Property, this includes but is not limited to, the Amenity Facilities, the Greenway, AVID Trail systems, FitPods, athletic fields, playground area, bridge areas, and sidewalks surrounding these areas.
19. 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 the Amenity Manager.
20. The Amenity Facilities shall not be used for commercial purposes without written permission from the Amenity Manager 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.
21. Firearms or any other weapons are not permitted in any of the Amenity Facilities.
22. The Amenity Manager 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. The Amenity Manager 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 and programs, and children's programs, social events, etc. Should the District be entitled to any of these revenues based on its established rental or usage fees, the Amenity Manager will be required to compensate the District accordingly.
23. There is no trespassing or fishing allowed in all designated wetland conservation and/or mitigation areas located on District property. Trespassers will be reported to the local authorities.
24. 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 any Amenity Facility.

25. 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.
26. Various areas of all Amenity Facilities are under twenty-four (24) hour video surveillance.
27. Outdoor grilling is prohibited at all Amenity Facilities unless at a District pre-approved special event.
28. Garbage cans located on District property are for doggie pot bags or garbage generated while using District amenities. These garbage cans are not to be used for personal home trash. Residents using these garbage cans for personal trash may be subject to a disposal fee of Two Hundred Dollars (\$200.00) per violation.
29. District owned trails are not be used during the hours between dusk and dawn.

### **General Amenity Facility Usage Policy**

All Patrons and Guests using the Amenity Facilities are expected to conduct themselves in a responsible, courteous and safe manner, in compliance with all policies and rules of the District. 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 or Guest. The District may pursue further legal action and restitution regarding destruction of Amenity Facility property or equipment.

1. Hours: The District Amenity Facilities are available for use by Patrons during normal operating hours to be established and posted by the District.
2. Emergencies: After contacting 911 if required, all emergencies and injuries must be reported to the office of the District Manager, PFM Group Consulting, LLC, at (407) 723-5900.

Persons using the Amenity Facilities do so at their own risk. Amenity Manager's staff members are not present to provide personal training, exercise consultation or athletic instruction, unless otherwise noted, to Patrons or Guests. Persons interested in using the Amenity Facilities are encouraged to consult with a physician prior to commencing a fitness program.

## **Instructor Use of District Property**

Any person wishing to conduct or instruct a class or program on District property, whether fee-based or free, must be preapproved by the Community Development District Board of Supervisors. The Board of Supervisors may, at its discretion, delegate this authority to the Community Director. A fully completed and approved Instructor Agreement, proof of compliance with the District's insurance requirements and proof of any requested instructor certification requirements must be on file with the District prior to the commencement of the first class and must remain in effect throughout the duration of the class or program. Approved instructors are bound by the Instructor Agreement which is incorporated herein by this reference. Failure to comply with the provisions of the Instructor Agreement will result in cancellation of the class or program.

## **Facility Rental Policies**

Adult Patrons may reserve for rental certain portions of the Amenity Facilities for private events. Only one (1) room or portion of the facility is available for rental during regular hours of operation and reservations may not be made more than six (6) months prior to the event. Persons interested in doing so should contact the Resident Services Office regarding the anticipated date and time of the event to determine availability. Please note that all the facilities are unavailable for private events on the following holidays:

New Year's Day	Good Friday	Easter Sunday
Friday Preceding Spring Break		Mother's Day
Last Day of School	Memorial Day	Father's Day
Fourth of July	Labor Day	Thanksgiving Day
Christmas Eve	Christmas Day	New Year's Eve

The pools and pool deck areas and the event lawn of the facilities are not available for private rental and shall remain open to other Patrons and their guests during normal operating hours. The Patron renting any portion of the facility shall be responsible for any and all damage and expenses arising from the event.

1. Reservations: In order to reserve a room, Patrons must submit to the Resident Services Office a completed Facility Rental Agreement and all fees associated with the rental. Reservations must be made at least 2 weeks prior to the rental date; i.e., the Facility Rental Agreement must be completed, and payment received. One payment must be in the amount of the room rental fee and the other payment must be in the amount of Two Hundred Dollars (\$200.00) as a deposit. All checks and money orders must be made payable to the North River Ranch Community Development District. The Resident Services Office has the authority to reasonably deny a request. Denial of a request may be appealed to the District's Board of Supervisors for consideration. Reservations for Charity Events must be made at least ninety (90) days in advance of event and are contingent on District Board approval.

2. Cancellation Policy: Cancellation of a reservation less than thirty (30) days from the reserved date will result in the loss of the rental fee and return of the deposit.
3. Available Facilities: The following areas of the District are available for private rental (capacity; rental fee established by rule, time frame available) for up to five (5) total hours, including set up and post-event cleanup. Additional hours may be available upon request at a pro-rated amount. Approval for additional hours is at the discretion of the Lifestyle Manager (Director of Fun).
  - a. Brightwood Pavilion,  
One hundred and five (105)  
Person Capacity  
12:00 pm to 5:00 pm, \$100.00  
6:00 pm to 11:00 pm, \$150.00
  - b. Riverfield Verandah
4. Staffing: One (1) staff person is required to be present during the facility rental period. Should alcohol be added to the Facility Rental, an additional staff person is required by the District to be present, as such, an additional one hundred dollar (\$100.00) rental fee will be added to the total amount owed.
5. Deposit: A deposit in the amount of Two Hundred Dollars (\$200.00) is required at the time the reservation is made. The deposit will be refunded in full if all conditions listed on the Facility Rental Agreement are met. The District may retain all or part of the deposit if the District determines, at its sole discretion, that it is necessary to repair any damage, including cleanup costs, arising from the rental or if one or more of the conditions of the Facility Rental Agreement are not met.
6. General Policies:
  - a. Patron is bound by the Rental Agreement which is incorporated herein by this reference.
  - b. Facility & room maximum capacity limits must be observed at all times and will be strictly enforced. District staff reserves the right to take all necessary actions to comply with this requirement. Examples of these actions include, but are not limited to:
    - i. Event Cancellation & Closure
    - ii. Access Restrictions
    - iii. Parking Enforcement & Towing. The Patron renting the facility will be responsible for any and all monetary citations and fines that may be received by the District for such a violation.

- c. Rooms may be rented outside of the hours listed above. Details relating to additional rental cost, staffing cost/availability and facility availability may be obtained from the Resident Services Office. All facility rental policies remain in force for these special circumstances and the District has final say in these matters.
- d. Rental fees and deposits may be increased, not more than once per year, by action of the Board of Supervisors, to reflect increased costs of operation of the Amenity Facilities; such increase may not exceed ten percent (10%) per year.
- e. The volume of live or recorded music must not violate applicable Manatee County Noise Ordinances.
- f. Additional liability insurance coverage may be required for any event that is approved to serve alcoholic beverages. This policy also pertains to certain events the District feels should require additional liability coverage on a case by case basis to be reviewed by the District Manager or Board of Supervisors. The Districts are to be named on these policies as an additional insured party.
- g. Due to the volume of requests, the District is generally unable to approve free or reduced rate use of the meeting room space. Requests for vendor programs or creation of a community group may be submitted to the Community Director for consideration.

### **General Rules for All Swimming Pool Facilities**

#### **No lifeguard on duty – Swim at your own risk**

All swimming pool facilities open daily **DAWN TO DUSK**. Dawn is 30 minutes before sunrise. Dusk is 30 minutes after sunset.



1. All Patrons must use their assigned Facility Access Fob to enter the pool area.
2. Guest Policy: Patrons sixteen (16) and seventeen (17) years of age are permitted to bring one (1) Guest each. That Guest must be sixteen (16) years of age or older and have proper identification to verify age. A Family, as defined in these policies, is limited to a maximum of six (6) total Guests.
3. Children under sixteen (16) years of age must always be directly supervised by a Parent, Guardian or Adult Patron while in the pool facility.
4. Portable wi-fi speakers, radios, tape players, CD players, MP3 players, televisions, and the like are not permitted unless they are personal units equipped with headphones.
5. Swimming is permitted only during designated hours, as posted at the pool. Swimming after dusk is prohibited by the Florida Department of Health. During the posted hours Patrons swim at their own risk and must adhere to swimming pool rules.
6. Showers are required before entering the pools, water park, or using the water slide.
7. Glass containers are not permitted in the pool area.
8. Alcoholic beverages are not permitted in the pool area, unless a pre-programmed community event.
9. No jumping, pushing, running or other horseplay is allowed in the pool or on the pool deck area.
10. Hanging on the lane lines (where applicable) and interfering with the lap-swimming lane is prohibited.
11. 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.
12. Diving is strictly prohibited at all pools, except for Swim Team competitions pre-approved by the Board of Supervisors.
13. Swimming Pool hours will be posted. 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. Advance notice will be given to residents, whenever feasible.
14. Any person swimming during non-posted swimming hours may be suspended from using the facility and possibly all the facilities.
15. Proper swim attire must be worn in the pool and bathing suit tops must always be tied.
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 at pool side.
18. No one shall pollute the pool. Anyone who does pollute the pool is liable for any costs incurred in treating and reopening the pool.
19. Remote controlled watercraft are not allowed in the pool area.
20. Pool entrances must always be kept clear.
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 absolutely prohibited.
24. No physical or verbal abuse will be tolerated.
25. Chemicals used in the pool may affect certain hair or fabric colors. The District is not responsible for these effects.
26. Pets, (except for service animals), bicycles, skateboards, roller blades, and scooters are not permitted on the pool deck area inside the pool gates at any time.
27. The Amenity Staff reserves the right to authorize all programs and activities, regarding the number of guest participants, equipment, supplies, usage, etc., conducted at the pool, including Swim Lessons, Aquatic/Recreational Programs and Homeowner's Association Sponsored Events.

### **Feces Policy for All Swimming and Wading Pools**

1. To avoid contamination:
  - a. Parents should take their children to the restroom before entering the pool.
  - b. Children under three (3) years of age, and those who are not reliably toilet trained, must wear rubber lined swim diapers and a swimsuit over the swim diaper.
  - c. Patrons who have diarrhea are prohibited from using the pool.
2. If contamination occurs, the affected pool will be fenced off and closed for twenty-four (24) hours per the Florida Department of Health guidelines. The water will be shocked with chlorine to kill the bacteria.

### **ADA Chair Lift Usage Policy**

1. ADA chair lifts are for use by disabled Patrons and Guests only. Users should consult with their physician to determine if water activities are appropriate for them.
2. Chair lifts are designed for self-use. Amenity Management Staff is not authorized to assist Patrons or Guests with use beyond initial review of operating instructions
3. Use of the chair lifts by non-disabled Patrons or Guests will result in immediate suspension from the facility for a period of one (1) day, no exceptions.

### **Aquatic Toy and Recreational Floatation Device Policy**

1. Toys and other aquatic equipment are prohibited in the pool.
2. Exceptions to the above are Coast Guard approved personal floatation devices, kickboards for lap swimming/swim classes, masks, goggles, water wings, and water toys for organized special events previously approved by the Amenity Manager.
3. Amenity Management Staff has the final say regarding the use of any and all recreational floatation devices at all pools.

## **Fitness Centers Policies**

1. Please note the Fitness Centers are unattended facilities. Persons using the facilities do so at their own risk. Staff is not present to provide Personal Training or Exercise Consultation to Patrons. Persons interested in using the Fitness Centers are encouraged to consult with a physician prior to commencing a fitness program.
2. All Patrons using the Fitness Centers are expected to conduct themselves in a responsible, courteous and safe manner in compliance with all policies and rules of the District governing the Amenity Facilities. Disregard or violation of the District's policies and rules and misuse or destruction of the Fitness Centers equipment may result in the suspension or termination of usage privileges. The District may pursue further legal action and restitution regarding destruction of Amenity Facility property or equipment.
3. Hours: The Fitness Center(s) are open daily for use by Patrons from 5:00 AM – 10:00 PM.
4. Emergencies: Call 911 if immediate medical attention is necessary. All emergencies and injuries must be reported to the Amenity Staff as well as the District Manager, PFM Group Consulting LLC, at (407) 723-5900,
5. Eligible Users: Patrons sixteen (16) years of age and older are permitted to use the Fitness Centers during designated operating hours. Patrons twelve -fifteen (12-15) years of age that have a valid access fob are permitted to use the Fitness Centers during designated operating hours if accompanied and supervised by a parent/guardian/adult patron with a valid access fob. No one under the specified ages is allowed in the Fitness Centers at any time.
6. Guest Policy: Residents may accompany up to two (2) guests to the Fitness Centers. Patrons may bring a preapproved personal trainer to the Fitness Centers for personal training sessions. See Fitness Center Policies Applicable to Personal Trainers, below.
7. Food and Beverage: Food (including chewing gum) is not permitted within the Fitness Centers. Water is permitted in the Fitness Centers if contained in non-breakable containers with screw top or sealed lids. Alcoholic beverages are not permitted.

8. Proper Attire: Appropriate clothing and athletic footwear (covering the entire foot) must always be worn in the Fitness Centers. Appropriate clothing includes t-shirts, tank tops, athletic shorts (no jeans), and/or sweat suits (no swimsuits).
9. General Policies:
  - a. Everyone is responsible for wiping off fitness equipment after use.
  - b. Use of personal trainers is not permitted in the Fitness Centers unless preapproved by the District.
  - a. Hand chalk is not permitted to be used in the Fitness Centers.
  - b. Portable wi-fi speakers, radios, tape players, CD players and MP 3 players are not permitted unless they are personal units equipped with headphones.
  - c. Weights or other fitness equipment may not be removed from the Fitness Centers.
  - d. When other Patrons are waiting, use of cardiovascular equipment should be limited to thirty (30) minutes and breaks should be taken between multiple sets on weight equipment.
  - e. Weights must be returned to their proper location after use.
  - f. 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.
  - g. Any fitness program operated, established, and run by Amenity Staff may have priority over other users of the Fitness Centers.

### **Fitness Centers Policies Applicable to Personal Trainers**

The following rules apply to all Personal Trainers regardless of whether the Personal Trainer is also a Patron. These rules apply in addition to general Fitness Center Policies.

1. A Patron who has a valid facility access fob and is at least 16 years of age may bring an approved Personal Trainer to the fitness center to conduct one-on-one training.
2. Personal Trainers may not conduct classes with more than one Patron at a time.
3. No guests are permitted in the fitness centers and a Personal Trainer may not bring a non-resident to the facility.
4. Personal trainers must be preapproved by the Amenity Manager and must furnish proof of insurance and proper certification. Registration forms may be obtained from the Resident Services Office. Once approved, a Personal Trainer ID badge will be issued and must be worn while in the Fitness Centers. The ID badge will include an expiration date that coincides with insurance expiration. In order to continue to provide personal training using District facilities, insurance and certification must be kept up to date.

## Event Lawn/Multi-Purpose Playing Field Policies

All Patrons and guests using the Event Lawn/Multi-Purpose Playing Field are expected to conduct themselves in a responsible, courteous and safe manner in compliance with all policies and rules of the District. Disregard or violation of the District's policies and rules and misuse or destruction of Facility equipment may result in the suspension or termination of Facility privileges. The District may pursue further legal action and restitution regarding destruction of Amenity Facility property or equipment. Guests may use the Event Lawn/Multi-purpose Playing Field if accompanied by a Patron.

Please note that the Event Lawn/Multi-Purpose Playing Field is an unattended Facility and persons using the facility do so at their own risk. Persons interested in using these Facilities are encouraged to consult with a physician prior to use.

1. Hours: The Event Lawn/Multi-Purpose Playing Field is available for use by Patrons daily from dawn to dusk.
2. Emergencies: All emergencies and injuries must be reported to the Amenity Staff as well as the District Manager, PFM Group Consulting LLC, (407) 723-5900.
3. Proper Attire: Proper athletic shoes and attire are required at all times while on the field. Proper attire shall consist of athletic shoes, shirts, and shorts or athletic pants.
4. Guest Policy: Patrons under the age of sixteen (16) are permitted to bring one (1) guest provided both the patron and the guest have parental/guardian/adult supervision. Patrons over the age of sixteen (16) may bring a maximum of six (6) guests to this facility.
5. General Policies:
  - a. Usage is available on a first come first serve basis, unless otherwise programmed by District.
  - b. Schedules of programs will be posted.
  - c. Usage of the Event Lawn/Multi-purpose Playing Field by organizations charging a fee is strictly prohibited unless pre-approved by the District.

- d. The exclusive and reserved scheduled uses of the Event Lawn/Multi-Purpose Playing Field are limited to community-based teams and programs scheduled through the Amenity Staff.
- e. Roller blades, skates, skateboards, and motorized scooters are prohibited at the Event Lawn/Multi-Purpose Playing Field.
- f. Portable wi-fi speakers, radios, tape players, CD players and MP 3 players are not permitted unless they are personal units equipped with headphones.
- g. Loud, profane, or abusive language is absolutely prohibited.
- h. No physical or verbal abuse will be tolerated.
- i. Beverages are permitted at the Event Lawn/Multi-Purpose Playing Field if contained in non-breakable containers with screw top or sealed lids. No glass containers are permitted at or on the Event Lawn/Multi-purpose Playing Field.
- j. Alcoholic beverages are not permitted at or on the Event Lawn/Multi-purpose Playing Field, unless a community event pre-approved by the District.

### **Policies for All Parks and Playgrounds**

1. Organized assemblies are not permitted without explicit approval by The District.
2. Guest Policy: Patrons under the age of sixteen (16) are permitted to bring one (1) guest provided both the patron and the guest have parental/guardian/adult supervision. Patrons over the age of sixteen (16) may bring a maximum of four (4) guests to this facility.
3. Parks and playgrounds are available on a first come first serve basis, no reservations are permitted.
4. Guests must be accompanied by Patrons in accordance with the Districts guest policies.
5. Children using playground equipment must under the age of twelve (12) must be accompanied and supervised by a parent/guardian/adult patron.
6. Children under the age of two (2) are not permitted to use the playground equipment.
7. No grills of any kind are permitted.
8. The use of fireworks is prohibited.
9. No roughhousing is permitted at the parks and playgrounds.
10. Roller blades, skates, skateboards, and motorized scooters are prohibited at all Parks and Playgrounds.
11. Portable wi-fi speakers, radios, tape players, CD players and MP 3 players are not permitted unless they are personal units equipped with headphones.
12. Persons using the parks and playgrounds must clean up all food, beverages and miscellaneous trash brought to the park/playground.
13. The use of profanity or disruptive behavior is absolutely prohibited.
14. Beverages are permitted at all Parks and Playgrounds if contained in non-breakable containers with screw top or sealed lids. No glass containers are permitted at or on all Parks and Playgrounds.
15. Alcoholic beverages are not permitted at or on all Parks and Playgrounds, unless a community event pre-approved by the District.

16. Inflatable equipment, such as bounce houses, is not permitted at the parks or playgrounds.
17. Park and playground hours are as posted. Unless otherwise posted, hours are from dawn to dusk, Monday thru Sunday.

### **Avid Trails and Bike Challenge Loop**

1. Guest Policy: Patrons under the age of sixteen (16) are permitted to bring one (1) guest provided both the patron and the guest have parental/guardian/adult supervision. Patrons over the age of sixteen (16) may bring a maximum of four (4) guests to this facility.
2. General Policies:
  - a. Trails and Bike Challenge Loop is for pedestrian and cycling access and recreational use only by Patrons and Guests.
  - b. Children under 16 (sixteen) years of age and accompanied by and supervised by a parent/guardian patron at all times. Children under the age of 8 (eight) must be supervised by a parent/guardian/adult at all times.
  - c. Organized assemblies are not permitted without explicit approval by The District.
  - d. Trails and Bike Challenge Loop hours are dawn to dusk Monday through Sunday.
  - e. Guests must be accompanied by Patrons in accordance with the District's guest policies.
  - f. Strollers are allowed along the Trails but prohibited along the Bike Challenge Loop.
  - g. Grills of any kind are prohibited.
  - h. The use of tents is prohibited.
  - i. The use of fireworks is prohibited.
  - j. No roughhousing is permitted along the trails.
  - k. Persons using the trails and Bike Challenge Loop must clean up all food, beverages and miscellaneous trash.
  - l. Glass containers are prohibited.
  - m. The use of profanity or disruptive behavior is absolutely prohibited.
  - n. Alcoholic beverages are not permitted along the Trails and Bike Challenge Loop.
  - o. The intent of the following policy is to protect the property of the District as well as the interests of the residents of the District while patronizing the Trails and Bike Challenge Loop.
    - i. The Manatee County Sheriff's Department, Florida Highway Patrol, and employees of the Amenity Management Company have the authority to disperse large crowds of juveniles who congregate in the park or parking lot areas with no real purpose, at any time of day.
    - ii. The District has given permission to the law enforcement officers of the Manatee County Sheriff's Office and Florida Highway Patrol to enforce this policy by doing the following:  
(This applies to deputies/troopers working off-duty for the District as well as deputies/troopers on regular patrol)

- Give juveniles fair warning at first recognition of violation of policy.
  - Issue Trespass Warnings, at deputy's/trooper's discretion, to juveniles who fail to obey the policy.
  - Violators who have been issued Trespass Warnings and subsequently return to the park prior to the warning's expiration, may be arrested for trespassing.
  - Anyone found guilty of vandalism or other illegal activity while on District property will be prosecuted to the fullest extent of the law with no exceptions
- p. No skateboarding or rollerblading is allowed anywhere along the Trails and Bike Challenge Loop.
  - q. Golf carts, motorcycles, off-road vehicles (including ATVs), and motorized scooters are prohibited along the trails and Bike Challenge Loop.
  - r. The Trails and Bike Challenge Loop are self-clean areas; everyone is expected to clean up after themselves.
  - s. Violation of rules will result in immediate expulsion from the along the trails and Bike Challenge Loop for the day. On the second offense, a trespass warning will be given.

### **Fishing and Pond Policies**

There is a community-wide NO FISHING policy at North River Ranch. The ponds serve stormwater management purposes and are not to State Code for fishing, swimming or ingesting. The purpose of these bodies of water is to help facilitate the District's natural water system for stormwater runoff.

### **Future Dog Parks and Dog Care**

1. The park is open daily **DAWN TO DUSK**.
2. Park is unattended. Persons using the park do so at their own risk.
3. Patrons must have their assigned Facility Access Fob to enter the dog park.
4. Only Patrons with a North River Ranch Community Development facility access fob are permitted to bring their own dog to the dog park.
5. Guest Policy: Patrons under the age of sixteen (16) are permitted to bring one (1) guest provided both the patron and the guest have parental/guardian/adult supervision. Patrons over the age of sixteen (16) may bring a maximum of two (2) guests to this facility. Guests may not bring dogs.
6. Dogs that have been declared dangerous or aggressive are prohibited.
7. All Patrons must have proof of their dog's current rabies vaccination and license.
8. Children must be at least 6 years of age and accompanied by a parent or guardian to enter the park. Children 6-16 years of age must be accompanied by an adult and must have a dog to enter the park area. Strollers are not allowed in the park.
9. Puppies under four months old are not permitted in the park.
10. Limit is two (2) dogs per Patron per visit. Guests may not bring dogs.



11. Dogs in heat are not allowed.
12. Patrons must pick up after their dog and dispose of feces properly.
13. Patrons must fill in holes dug by their dog.
14. Dogs must be on a leash when entering and exiting the dog park. Patrons must carry a leash for each dog while inside the dog area and the dogs must always be under voice command.
15. Dogs are always required to wear a basic flat buckle collar or harness with identification tags. No spiked or pronged dog collars are allowed.
16. Animals other than dogs are not allowed.
17. Leaving dogs unattended is prohibited. All Patrons must always remain in the park with their dogs.
18. Dogs that bark persistently, are a nuisance, are annoying or provoking other dogs or persons must leave the Dog Park area.
19. Climbing on or over the fence is not permitted. Dogs are not permitted to jump from one side to the other inside the dog park.
20. No smoking, vaping products, food (dog or human), or raw hides allowed in the Dog Park. Patrons must use caution when bringing dog toys to the park since fights could erupt.
21. No alcoholic beverages or glass containers are allowed in the park.
22. The District staff has the authority to close the park or sections of the park for any reason including maintenance, mowing, weather related problems, special events, or for the public's safety and/or health.

### **Game Room Policies**

1. Residents use only with valid Facility Access Fob.
2. All Patrons must present their assigned Facility Access Fob to the staff person on duty in order to check out game room equipment including but not limited to ping pong paddles and balls, foosballs, air hockey paddles and pucks and billiard balls.
3. Usage of each game is limited to a maximum amount of time of one (1) hour of play per game.
4. No one under the age of sixteen (16) is allowed in the game room unless accompanied by a parent/guardian/adult patron.
5. Guest Policy: Patrons under the age of sixteen (16) are permitted to bring one (1) guest provided both the patron and the guest have parental/guardian/adult supervision. A Family, as defined in these policies is limited to a maximum of four (4) total Guests. One of the Family members present must be sixteen (16) years of age or older in order to bring up to four (4) total Guests.
6. Portable wi-fi speakers, radios, tape players, CD players and MP 3 players are not permitted unless they are personal units equipped with headphones.
7. Persons using the Game Room must clean up all food, beverages and miscellaneous trash brought to the park/playground.
8. The use of profanity or disruptive behavior is absolutely prohibited.
9. Beverages are permitted at the Game Room if contained in non-breakable containers with screw top or sealed lids. No glass containers are permitted at the Game Room.

10. Alcoholic beverages are not permitted at the Game Room, unless a community event pre-approved by the District.
11. No running.
12. No horseplay.
13. Any violation of these rules could result in expulsion from the Game Room for a minimum of one day.

### **Natural Buffer Areas Policy Statement**

The following is the policy statement of the District as it regards the natural tree protection, wetland and upland buffer areas that are scattered in large numbers throughout the Community. The policy statement is consistent with the policies of other governments including Manatee County, and Southwest Florida Water Management District (SWFWMD) as it regards their natural, conservation tree protection and wetland conservation/preservation areas:

The natural areas are not intended to be maintained. These areas are to be left untouched to allow for nature to take its normal course. Vegetation that dies including, but not limited to trees, are left to fulfill their role in nature's process.

Trees, within or immediately adjacent to these areas that have died and appear to pose a threat of falling and damaging an abutting property owner's property may be addressed as follows: Such abutting property owner must initially contact the District. The District will send a representative to confirm that the tree in question is located on District property. Once confirmed, the District will send an arborist to determine whether the tree poses a hazard. If so, and at its discretion, the District will remedy the situation by removing the tree or a portion thereof. If it is determined that the tree does not pose a hazard, the property owner may elect to cut or remove the tree at their own expense. Such abutting property owner must secure permission from the District and shall then be responsible for any needed permitting or review by Manatee County and SWFWMD. The goal of permitted trimming and/or removal, where warranted, is to minimize disturbance to these areas.

If a tree does fall onto another's property, that property owner has the right to cut back or limb the tree as necessary to their individual property line. The rest of the tree is to be left as is. This would also pertain to normal maintenance, which would allow an owner to trim back any encroaching vegetation to their property line. No one can encroach into the natural areas for any reason, from maintenance to placement of personal property of any kind.