

**CONCORD STATION  
COMMUNITY DEVELOPMENT DISTRICT**

**Amenity Facility Policies**

**Amended October 13, 2022**

## **DEFINITIONS**

**“Amenity Facility” or “Amenity Facilities”** – shall mean the properties and areas owned by the District and intended for recreational use and shall include, but not specifically be limited to, the amenity center, together with the appurtenant facilities and District owned common areas.

**“Amenity Facility Policies” or “Amenity Facilities Policies”** – shall mean this Amenity Facilities Policies document of Concord Station Community Development District, as amended from time to time.

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

**“Board”** – shall mean the Concord Station Community Development District’s Board of Supervisors.

**“District” or “CDD”** – shall mean the Concord Station Community Development District.

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

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

**“Key Card”** – shall mean an electronic key card or fob distributed by the Amenity Manager or Amenity Staff to residents of the District to access the Amenity Facilities.

**“Non-Resident(s)”** – shall mean any person or group of persons who are not a Resident(s) of the District.

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

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

**“Patron” or “Patrons”** – shall mean Residents, Guests, Non-Resident Users, and Renters who are eighteen (18) years of age and older and are obligated to use the Amenity Facilities in a lawful manner and in accordance with this Amenity Facility Policy.

**“Property Owner”** – shall mean that person or persons having fee simple ownership or legal title to land within the Concord Station Community Development District.

**“Renter”** – shall mean any tenant residing in a Property Owner’s home located within the District and pursuant to a valid rental or lease agreement.

**“Resident”** – shall mean any person, spouse or registered domestic partner of a person, and/or immediate family, including minor and/or dependent children, lawfully residing in a residential detached home within the District.

#### **AMENITY FACILITIES HOURS OF OPERATION**

The Amenity Facilities hours of operation will be established and published by the District considering the season of the year and other circumstances. The Amenity Facilities will be closed on the following Holidays: New Year’s Day, Easter Sunday, Thanksgiving Day, and Christmas Day. The Amenity Facilities may close early on Valentine's Day, Mother’s Day, Memorial Day, Father’s Day, Independence Day, Labor Day, Christmas Eve, and New Year's Eve.

#### **GENERAL AMENITY CENTER PROVISIONS**

- (1) The Board reserves the right to amend or modify these policies when necessary and will notify Patrons of any changes.
- (2) The Board, Amenity Manager, and Amenity Staff have full authority to enforce these policies.
- (3) Disregard for any Amenity Facility Policies may result in expulsion from the facility and/or loss of Amenity Facility privileges.
- (4) Patrons shall treat all Amenity Staff with courtesy and respect.
- (5) No Patron is allowed in the employee only service areas of the Amenity Facility.
- (6) Patrons must use their assigned Key Card to enter the Amenity Facilities.
- (7) Two facility Key Cards will be issued by the Amenity Manager or Amenity Staff to the property-owning person or entity at the time they are closing upon property within the District. The fee for each initial card will be \$30.00. Proof of residency may be required annually. All Patrons must use their Key Card for entrance to the Amenity Facilities. A Key Card should not be issued to Non-Residents unless they are a Non-Resident User.
- (8) Lost, Damaged or Stolen Key Card Fee. Residents and Non-Resident Users will be charged thirty dollars (\$30.00) to obtain a new or replacement Key Card. Patrons must contact the Amenity Manager for instructions on how to obtain a replacement Key Card and to initiate the replacement process. Damaged Key Cards must be mailed or delivered to the Amenity Manager’s office prior to obtaining a replacement. Please note that all lost or stolen Key Cards will be deactivated for security reasons.
- (9) Children under sixteen (16) years of age must be accompanied by a parent or adult Patron.
- (10) Alcoholic beverages shall not be served or sold at the Amenity Facilities. Alcohol may be brought to the Clubhouse by residents and consumed in the Clubhouse at private or Clubhouse-sponsored adults-only events. These events must be pre-approved by the Amenity Manager, acting on behalf of the Board.

- (11) CDD and HOA Board meetings take precedence over other activities in scheduling conflicts.
- (12) No Patron wearing a wet bathing suit will be allowed to sit on the indoor clubhouse furniture.
- (13) Animals and pets (except service animals as defined in Section 413.08, Florida Statutes) are not permitted on or at the Amenity Facilities. Service animals must be leashed or controlled as outlined in Section 413.08 (3), Florida Statutes. Patrons are responsible for picking up after all animals and pets.
- (14) Vehicles must be parked in designated areas. Vehicles should not be parked in any way that blocks the normal flow of traffic. Overnight parking for vehicles of any kind in the Clubhouse parking lot will only be allowed with permission from the Amenity Manager or designated Amenity Staff.
- (15) Fireworks of any kind are not permitted anywhere at the Amenity Facilities or on any other District owned property and common areas.
- (16) Smoking and the use of smokeless tobacco products, including e-cigarettes, are banned from all Amenity Facilities.
- (17) Motorized off-road bikes, vehicles, scooters, and ATVs are prohibited on all property owned, maintained, and operated by the District, including the Amenity Facilities. Only motorized vehicles owned and operated by the District, if any, are permitted on District property.
- (18) The Amenity Facilities will not offer child care services to Patrons.
- (19) Skateboarding is not allowed on any Amenity Facility property, including but not limited to: the amenity center, basketball courts, pool area, athletic fields, playground area, parking lot, and sidewalks surrounding this area.

#### **LOSS OR DESTRUCTION OF PROPERTY OR INSTANCES OF PERSONAL INJURY**

Any Patron or other person who makes use of the Amenity Facilities for any purpose whatsoever does so at his or her own risk, and shall hold the District, its officers, agents and employees harmless for any and all losses, costs, claims, injuries, damages or liability sustained or resulting from such use. Patrons are solely responsible for personal property brought onto the Amenity Facilities. The District is not responsible for the loss or damage to any personal property used or brought onto the Amenity Facilities.

All Patrons using the Amenity Facilities are required to conduct themselves in a responsible, courteous and safe manner in compliance with all policies and rules of the District governing the Amenity Facilities. Violation of the District's policies and/or misuse or destruction of Amenity Facility equipment may result in the suspension or termination of District Amenity Facility privileges with respect to the offending Patron. The District may pursue further legal action and restitution in regard to destruction of Amenity Facility property or equipment. No person shall remove from the room in which it is placed or from the Amenity Facilities any property or furniture belonging to the District or its contractors without proper authorization. Patrons shall be liable for

any property damage and/or personal injury caused by them at the Amenity Facilities. The District reserves all legal and equitable remedies for losses due to property damage or personal injury.

## **INDEMNIFICATION**

Each organization, group or individual using or reserving the use of the Amenity Facilities shall indemnify and hold the District, and its officers, employees and agents harmless from any and all liability, claims, actions, suits or demands by any person, corporation or other entity, for injuries, death, and property damage of any nature, arising out of or in connection with the use of the Amenity Facilities and/or other District property, including attorneys' fees, litigation related costs, and appellate proceedings related 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 agents, employees and officers shall not be liable for, and the Patrons shall release all such parties from, 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 Patron resulting from any fire, accident, occurrence, theft or condition in or upon the District's lands, premises and/or facilities.

## **GENERAL SWIMMING POOL AND SPLASH PAD RULES**

- (1) Patrons may only gain access to the pool and splash pad areas through the use of their assigned Key Cards. At any given time, a Patron may accompany up to four (4) Guests at the swimming pool and splash pad.
- (2) The Board reserves the right to authorize all programs and activities, including specifying the number of guest participants, allowable equipment, supplies, usage, etc., conducted at the pool, including swim lessons, and aquatic or recreational programs. Organized activities such as swim lessons or recreational programs must first be approved by the Board.
- (3) Swimming pool and splash pad hours will be posted at the pool and no lifeguard will be on duty. Patrons swim at their own risk and must adhere to rules. Swimming is permitted only during posted swimming hours. Swimming after dusk is prohibited.
- (4) No access will be allowed, by a Patron or any other person, before or after posted swimming pool hours. Trespassing may be prosecuted as a criminal offense and may lead to the loss of the Key Card and/or the revocation of access to the Amenity Facilities for the entire household. Any person swimming during non-posted swimming hours may be suspended from using the Amenity Facilities pursuant to the provisions of the Suspension and Termination section below.
- (5) Pool availability may be rotated in order to facilitate maintenance of the Amenity Facilities, or for inclement weather. Maintenance may require the pool to be closed for one (1) full day at the discretion of the Amenity Manager or Amenity Staff. Depending upon the intensity of pool usage, Amenity Staff may close the pool for additional periods of time to facilitate maintenance and to ensure compliance with applicable Florida health codes.
- (6) 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 swim suit over the swim diaper, to reduce the health

risks associated with human waste in the swimming pool/deck area. The changing of diapers or clothes is not allowed at pool side. Changing tables are provided in the restroom facility.

- (7) Showers are required before entering the pool and splash pad. All Patrons shall wear proper swim attire while using the pool or splash pad. Proper swim attire is traditional swimwear such as one piece swimsuits, two piece swimsuits, swim trunks and/or board shorts. Clothing including but not limited to jean shorts, athletic shorts, underwear, and other similar items are not proper swim attire.
- (8) Pool entrances must be kept clear at all times. Pool furniture is not to be removed from the pool area.
- (9) Children under sixteen (16) years of age must be supervised by a Parent or Adult Patron at all times for usage of the pool or splash pad facility.
- (10) Loud, profane, or abusive language is prohibited. No diving, jumping, pushing, running or other horseplay is allowed in the pool or on the pool deck area. No swinging on ladders, fences, or railings is allowed. Alcoholic beverages, gum, and glass containers are not permitted in the pool area. Pets, bicycles, skateboards, roller blades, scooters, radio controlled watercraft, and golf carts are not permitted on the pool deck area inside the pool gates at any time.
- (11) Play equipment, such as floats, rafts, snorkels, dive sticks, and flotation devices must meet with Amenity Staff approval prior to use. The Amenity Staff reserves the right to discontinue usage of such play equipment during times of peak or scheduled activity at the pool, or if the equipment provides a safety concern. Ear buds or headphones must be used while listening to radios or other personal audio devices at the pool.

### **Splash Pad Rules**

- (1) All persons using the splash pad do so at their own risk. No lifeguard on duty.
- (2) You must have a swipe card to gain access to the splash pad. Proof of residency and/or id will be required if you do not have a swipe card.
- (3) Hours of operation: The splash pad is open during the time that the pool is open.
- (4) 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 Pasco County (Maximum bathing load 8.)
- (5) Splash pad may be closed down at any time due to inclement weather, unforeseen circumstances, certain seasons of the year, or for maintenance.
- (6) The splash pad area cannot be reserved as it is not a rentable area; pad is on a first come first serve basis until facility reaches maximum bathing load of 8 as defined by Pasco County.

- (7) Children under the age of 16 must be accompanied in the splash pad area by an adult 18 years or older.
- (8) Children who are not toilet trained must wear approved swim diapers; regular diapers are not permitted. No changing of diapers at splash pad.
- (9) Proper swim attire as described in Rule 7 of the General Swimming Pool and Splash Pad Rules is required. Persons must shower before entering the pool or splash pad.
- (10) Persons experiencing diarrhea must not use the splash pad.
- (11) Persons with open cuts, sores, blisters, infections or diseases that may be transmitted by water are prohibited.
- (12) 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.)
- (13) No alcoholic beverages allowed.
- (14) No smoking, vaping, or tobacco products permitted.
- (15) Residents are responsible for their guests and their behavior. Parents are responsible for their children's behavior.
- (16) No running, flipping, rough housing or hanging on any of the equipment.
- (17) Do not drink or swallow the water; it is a re-circulated chlorinated water system.
- (18) All participants should conduct themselves in a courteous, safe, and family oriented manner.
- (19) 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 feet of the splash pad; paver area only. No glass. No gum.
- (22) Persons are not permitted to play music; headphones only.
- (23) Do not cover any water fixtures or drains.
- (24) The District and/or facility staff is not responsible for any lost or stolen items.
- (25) Please report any incidents or issues to clubhouse staff.

- (26) All other general facility and pool rules apply.
- (27) Failure to follow rules may result in suspension of privileges or being trespassed from facility. For a full copy of the splash pad policies and procedures, please ask staff.
- (28) In case of an emergency, call 911, and then notify the staff.
- (29) No animals allowed.

#### **SWIMMING POOL AND SPLASH PAD: FECES POLICY**

- (1) No Patron shall pollute the pool or splash pad. Any Patron who does pollute the pool or splash pad is liable for any costs incurred in treating and reopening the pool or splash pad. If contamination occurs, the pool and/or the splash pad will be closed for the requisite time provided for by Florida law and the water will be treated or shocked with chlorine to kill all bacteria, as necessary.
- (2) Parents should take their children to the restroom before entering the pool or splash pad. 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.

#### **BARBECUE GRILL POLICIES**

- (1) The barbecue grill will be available on a first-come first serve basis. When other Patrons are waiting to use the grill, there is a time limit of 30 minutes. Patrons may move to the end of the line if they need more time.
- (2) Patrons should ensure the coals in the barbecue grill are cooled off after use and clean up any spilled food, beverages, or condiments.

#### **FITNESS CENTER POLICIES**

All Patrons and Guests using the fitness center within the Amenity Facility are expected to conduct themselves in a responsible, courteous and safe manner in compliance with this Amenity Facilities Policy. A Patron's disregard or violation of this policy, misuse of the fitness center, or destruction of fitness center equipment may result in the suspension or termination of fitness center privileges pursuant to the provisions of the Suspension and Termination section below.

**Please note the fitness center is an unattended facility. All Patrons using the facility do so at their own risk. Amenity Staff is not present to provide personal training or exercise consultation to Patrons. Patrons interested in using the fitness center are encouraged to consult with a physician prior to commencing a fitness program.**

- (1) **Hours:** The fitness center is open for use by Patrons during normal operating hours to be established and posted by the District. No access will be allowed, by a Patron or any other person, before or after fitness center hours, except for Amenity Staff to perform official duties and tasks. Trespassing may be prosecuted as a criminal offense and may lead to the loss of the Key Card and/or the revocation of access to the Amenity Facilities for the entire household pursuant to the provisions of the Suspension and Termination section below.
- (2) **Emergencies:** All emergencies and injuries must be reported to the Amenity Staff as well as the District Manager at (813) 994-1001.
- (3) **Eligible Users:** Patrons sixteen (16) years of age and older are permitted to use the fitness center during designated operating hours. Fourteen (14) and fifteen (15) year old persons may use the fitness equipment with adult supervision. Children under the age of fourteen (14) may not use the fitness equipment. Patrons and Guests use all Amenity Facilities at their own risk.
- (4) **Proper Attire:** Appropriate clothing and athletic footwear (covering the entire foot) must be worn at all times. Appropriate clothing includes t-shirts, shorts, leotards, and/or sweat suits.
- (5) **Food and Beverage:** Food (including chewing gum) is not permitted. Non-alcoholic beverages, however, are permitted if contained in non-breakable containers with screw top or sealed lids. Glass containers and alcoholic beverages are not permitted.
- (6) **Miscellaneous Policies:**
  - Each Patron is responsible for wiping off fitness equipment after use.
  - Use of personal trainers is not permitted.
  - Hand chalk is not permitted.
  - Music and/or digital media players are not permitted unless they are personal units equipped and used with headphones.
  - No bags, gear, or jackets are permitted on the floor of the fitness center or on the fitness equipment.
  - Smoking and smokeless tobacco products are not permitted.
  - Weights or other fitness equipment may not be removed from the fitness center.
  - Patron use of cardiovascular equipment shall be limited to thirty (30) minute periods.
  - Patrons shall alternate between multiple sets on weight equipment if other individuals are waiting.
  - Patrons must return weights and other fitness equipment to the proper location after use.
  - Patrons should not drop free weights. Free weights should be placed only on the floor or on equipment made specifically for storage of the weights.
  - Any fitness program operated, established, and run by Amenity Staff may have priority over other users of the fitness center.
  - Televisions are available for use at volumes courteous to other Patrons using the fitness center. Patrons must turn off the TV when finished watching the television.

## GAME ROOM POLICY

- No Patron under the age of 16 is permitted in the Game Room without an 18 and older Resident or Non-Resident User present.
- The Game Room equipment will be kept at the front desk and must be signed out from Amenity Staff. Patrons should notify Amenity Staff if any equipment is missing or broken.
- Patrons must not sit or lean on the game tables and/or bar tops.
- When Patrons are finished playing, Patrons should return the game equipment to the front desk, cue sticks and chalk to the wall racks.
- When all of the game room tables are occupied and other Patrons are waiting, Patrons must limit usage time to one hour. This time limit does not apply to posted notices of tournament play.

## SPORTS FACILITIES POLICY

All Patrons using the District's basketball court and/or other sport courts, community parks or fields (the "**Sports Facilities**") are expected to conduct themselves in a responsible, courteous and safe manner, and in compliance with this Amenity Facilities Policy. Disregard or violation of the District's policies and rules and misuse or destruction of Sports Facility equipment may result in the suspension or termination of Sports Facilities and/or Amenity Facilities privileges. Guests may use the Sports Facilities if accompanied by an adult Resident or Non-Resident User.

**Please note that the Sports Facilities are unattended. All persons using the Sports Facilities do so at their own risk. Persons interested in using the Amenity Facilities and/or Sports Facilities are encouraged to consult with a physician prior to using the facility.**

- (1) **Hours:** The Sports Facilities are available for use by Patrons from dawn to dusk. No access will be allowed, by a Patron or any other person, before dawn or after dusk. Trespassing may be prosecuted as a criminal offense and may lead to the temporary or permanent revocation of that Patron's Key Card and/or the revocation of access to the Amenity Facilities for the Patron's entire household, pursuant to the provisions of the Suspension and Termination section below.
- (2) **Emergencies:** All emergencies and injuries must be reported to the Amenity Staff as well as the District Manager at (813) 994-1001.
- (3) **Proper Attire:** Proper athletic apparel and athletic shoes are required at all times while using the Sports Facilities. Proper attire shall consist of athletic shoes with non-marking soles, shirts, and shorts or athletic pants. No cutoffs, swimsuits, or jeans are allowed to be worn at the Sports Facilities.
- (4) **Reservations:** The Sports Facilities may not be rented nor reserved. The Sports Facilities are on a first come, first serve basis. Use of the Sports Facilities is limited to one (1) hour when other Patrons are waiting.

(5) ***General Policies:***

- Proper sportsmanship and etiquette shall be adhered to at all times. The use of profanity or disruptive behavior is prohibited.
- Persons using the Sports Facilities must supply their own equipment.
- Each Sport Facility is for the play of its intended sport only. Pets, roller blades, bikes, skates, skateboards, and scooters are prohibited from use at all Sports Facilities.
- Beverages are permitted at the Sports Facilities if contained in non-breakable containers with screw top or sealed lids. No glass containers are permitted. Alcoholic beverages are not permitted at the Sports Facilities.
- No chairs other than those provided by the District are permitted at the Sports Facilities.

**PLAYGROUND POLICY**

- (1) Children under the age of eight (8) must be accompanied by an adult Patron.
- (2) No roughhousing on the playground.
- (3) Patrons using the playground must clean up all food, beverages and miscellaneous trash brought to the playground. Smoking and smokeless tobacco products, e-cigarettes, alcoholic beverages, and glass containers are not permitted on or near the playground.
- (4) Use of the playground may be limited from time to time due to sponsored events which must be approved in advance by the Amenity Manager.
- (5) The use of profanity or disruptive behavior at the playground is prohibited.

**BASKETBALL, GAGA BALL, AND VOLLEYBALL COURTS POLICY**

- (1) The basketball, gaga ball, and volleyball courts (“Courts”) may not be reserved. Usage is on a first-come basis.
- (2) No play when Courts are wet (standing water).
- (3) No roughhousing or horseplay is allowed on the Courts.
- (4) The use of profanity or disruptive behavior on the Courts is prohibited.
- (5) Loud radio playing or excessive noises will not be permitted.
- (6) Players must show good sportsmanship at all times.
- (7) If other players are waiting to use the Courts, all players are to retire at the end of one hour.
- (8) Proper attire must be worn while using the Courts (shorts & rubber soled athletic shoes).

- (9) No bicycles, skateboards, or roller blades/in-line skates or the like are permitted on Courts.
- (10) No food is allowed within 5 feet of the edges or on the Courts.
- (11) Beverages are permitted on the Courts if contained in non-breakable containers with screw top or sealed lid. Glass containers and alcoholic beverages are strictly prohibited.
- (12) Courts are open during daylight hours only (from dawn to dusk).
- (13) Courts must be cleaned after each use.

## **COMPUTER USAGE POLICIES**

- (1) Internet computers or electronic devices will not be used for illegal activity, to access illegal materials, or to access materials that, by local community standards, would be obscene.
- (2) Users are not permitted to behave in a way that intrudes upon the rights of others. Users are not permitted to invade the privacy of other residents, or to harass or bully Amenity Staff or residents.
- (3) Installation, downloading, and/or modification of software on District-owned computers or electronic devices are prohibited.
- (4) Users will respect copyright laws and licensing agreements.
- (5) Users will not make any attempt to gain unauthorized access to restricted files or networks, or to damage or modify computer equipment or software.
- (6) Users must end their sessions and leave the computer when asked to do so by authorized Amenity Staff.
- (7) Because the public computers and wireless access are located in public areas, what the user views is not private. In accordance with Florida Statutes, Chapters 847.011 (1)(a) and 847.0133 (1), displaying obscene material to minors or printing such materials may be a violation of the law and could result in penalties up to and including imprisonment.
- (8) Display of images that are harmful to minors on any District-owned or personally-owned electronic device is prohibited under the Children's Internet Protection Act. This act specifically addresses images that may be harmful to minors, so M (mature)-rated and above games are not allowed to be played. Other games may have content that is offensive or harmful to minors. Amenity Staff have been entrusted with the authority and responsibility of monitoring the use of games in the clubhouse and discontinuing use of any that might be in this category.
- (9) A maximum of five (5) pages of printing is allowed per resident per day.

## **AMENITY FACILITIES NON-RESIDENT USER FEE**

- (1) Non-Resident Users may purchase an annual membership for use of the Amenity Facilities on a year to year basis. The Non-Resident User Fee is \$2,500 per family, payable in advance. The rate for an individual is the same as for a family. Upon purchase of the membership, the Non-Resident User is entitled to two (2) Key Cards for a family unit. Non-Resident User membership becomes effective upon the date full payment of the Non-Resident User Fee and the Non-Resident User Application are received by the District. A sample Non-Resident User Application is attached to this Amenity Facility Policy. To renew the membership for another year, the Non-Resident User must pay the Non-Resident User Fee on or before the expiration date of the prior term. The Non-Resident User Fee rate is subject to change from year to year based upon the costs of operation of the Amenity Facilities.

#### **GUEST PRIVILEGES**

- (1) All Guests must be registered at the amenity center by Amenity Staff and accompanied by a Resident or Non-Resident User at all times. Resident(s) and/or Non-Resident Users are permitted to bring a maximum of four (4) Guests per visit. Guests are not limited to a certain number of visits, so long as they are accompanied by a Resident or Non-Resident User. Patrons who have a Guest are responsible for any and all actions taken by such Guest. Violation by a Guest on any of these Policies as set forth by the District could result in loss of that Patron's privileges.
- (2) Each Resident or Non-Resident User may bring no more than four (4) persons as Guests to the Amenity Facilities at one time, unless the Patron has reserved a room at the Amenity Facilities and has paid the required rental usage fee. In the event a Patron has rented a room or pavilion at the Amenity Facilities, the number of Guests shall be limited by the room or pavilion policies.

## RENTER'S PRIVILEGES

- (1) Property Owners who rent out or lease out their residential unit(s) in the District shall have the right to designate the renter of their residential unit(s) as the beneficial users of the Property Owners' privileges while they are a resident of the District
- (2) A Renter who is designated as the beneficial user of the Property Owner's privileges shall be entitled to the same rights and privileges to use the Amenity Facilities as the Property Owner and other Residents.
- (3) During the period when a Renter is designated as the beneficial user of the Property Owner's privilege to use the Amenity Facilities, the property owner shall not be entitled to use the Amenity Facilities with respect to that property.
- (4) Property Owners shall be responsible for all charges incurred by their Renters which remain unpaid after the customary billing and collection procedure established by the District.
- (5) All persons renting or leasing a home from persons owning the property in the District will be required to obtain a Key Card from the property owner.
- (6) Renters shall be subject to such other rules and regulations as the Board may adopt from time to time, and all policies applicable to the Amenity Facilities.

## FACILITY RENTAL POLICIES

Patrons may reserve for rental certain portions of the Amenity Facilities for private events. *The pool and pool deck area are not available for private rental and shall remain open to other Patrons during normal operating hours.* Only one (1) room or portion of the Amenity Facilities is available at a time for rental during regular hours of operation. Reservations may not be made more than four (4) months prior to the event. In addition, each household may rent a portion of the Amenity Facilities only once per quarter of the calendar year. All Amenity Facility Policies remain in force for rental events. Rooms may not be rented for events where the renting Patron would receive a direct financial gain.

Please see the Amenity Manager for details relating to additional rental cost, staffing cost and availability, and facility availability for the anticipated date and time of the event. Please note that the Amenity Facilities are unavailable for private events on the following holidays:

Easter Sunday	Memorial Day Weekend	Fourth of July
Labor Day Weekend	Thanksgiving	Christmas Eve
Christmas Day	New Year's Eve	

- (1) ***Private Rental of the Meeting Room:*** The meeting room is the only room in the Amenity Facilities that is available for private rental. Maximum rental time is five (5) total hours, which includes time for set-up and post-event cleanup. Persons renting a room of the Amenity Facilities must abide by room capacity and must pay the rental fee described below. Any Patron renting any portion of the Amenity Facility shall be responsible for any and all damage and expenses arising from the event.

(2) ***Meeting Room Reservation and Rental Process:***

- a. Patrons interested in reserving a room must submit to the Amenity Manager, no later than thirty (30) days prior to the event, a completed Rental Information Form. The Amenity Manager will review the Rental Information Form on a case-by-case basis and has the authority to reasonably deny a request. Denial of a request may be appealed to the Board for reconsideration; and
- b. The Patron desiring to reserve a room must pay a refundable security deposit of two hundred fifty dollars (\$250.00) at the time of reservation, or a minimum of 30 days before the event, made payable electronically to the District pursuant to the guidelines established by Amenity Staff. The deposit will be returned following the rental event, provided the Amenity Manager determines that there has been no damage to the facility and the facility has been properly cleaned after use. If the facility is not properly cleaned, the deposit will be retained by the Amenity Manager for this purpose; and
- c. The renting Patron(s) must pay to the District a rental fee of one hundred dollars (\$100.00) when the event is booked, or a minimum of 30 days before the event. The rental fee is non-refundable within thirty (30) days of the event. The renting Patron(s) must submit an electronic payment to the District. In addition, the renting Patron(s) shall provide to the Amenity Manager an estimated number of guests to use the rented room no fewer than five days prior to the date of the rental. The number of Guests shall not exceed the allowable number or capacity for that room authorized by the fire marshal. Failure to provide an estimated number of guests for the event may result in the cancellation of the rental at the discretion of the Amenity Manager.

(3) ***Refund of Security Deposit:*** The Amenity Manager shall determine the amount of deposit to return, if any. To be eligible to receive a full refund of the deposit, the renting person must ensure the following actions are completed:

- Ensure that all garbage is removed and placed in the dumpster.
- Remove all displays, favors or remnants of the event.
- Restore the furniture and other items to their original position(s).
- Wipe off counters, table tops and sink area.
- Replace garbage liner(s).
- Clean out and wipe down the refrigerator, and all cabinets and appliances used. Clean any windows and doors in the rented room. Floor should be swept clean.
- Ensure that no damage has occurred to the Amenity Facility and its property.

In addition, a person or group remaining in the rented room after the allotted rental time during normal operating hours will cause the renting Patron(s) to be billed \$50.00 per half hour, to be subtracted from the security deposit. Patrons may request a maximum of one hour of additional rental time beyond regular operating hours for rental events. If a Patron desires a rental event to continue for one hour beyond regular operating hours, that Patron must notify the Amenity Manager at the time of booking and must receive approval from the

Amenity Manager in advance. A rental of a room which extends after regular operating hours will cause the renting Patron(s) to be billed \$75.00 per half hour for that additional time to be deducted from the deposit.

If additional cleaning is required, the renting Patron(s) will be liable for any expenses incurred by the District to hire an outside cleaning contractor. Additional cleaning costs shall first be subtracted from the amount of security deposit. If the security deposit is insufficient to cover all such cleaning costs, the Amenity Manager shall bill the renting Patron(s) for the remaining balance. A Patron renting a room of the Amenity Facilities may opt to pay for the actual cost of cleaning by a professional cleaning service hired by the District.

- (4) ***Room Cancellations:*** The room(s) must be cancelled thirty days prior to the reserved date by notifying the Amenity Manager by phone or in writing. If the room reservation is cancelled fewer than thirty days prior to the scheduled rental, the \$100 rental fee will be retained as a cancellation fee.
- (5) ***General Rental Policies:*** During a scheduled rental event, the renting Patron(s) shall ensure all attendees abide by the following rules:
  - All attendees must adhere to the Amenity Facility Policies set forth herein.
  - The volume of live or recorded music must not violate applicable Pasco County noise ordinances.
  - Attendees of a scheduled rental event will have exclusive use of the rented room during the scheduled time of their approved event. The pool and the pool deck may not be used as part of the event.
  - Alcohol may be brought to the Clubhouse and consumed in the Clubhouse at private events. These events must be pre-approved by the Amenity Manager, acting on behalf of the Board.
  - The kitchen may be only used by the renting Patron(s) during their approved events. Otherwise, the refrigerator and the items within the refrigerator and within the cabinet are not for residential use.
  - During days when there are events sponsored by the District or reserved by a Patron, the meeting room will not be available for rental.

## **SUSPENSION AND TERMINATION OF PRIVILEGES**

To ensure the use and enjoyment of the Amenity Facilities by all Patrons and Guests, the following policy shall be followed for those Patrons who do not adhere to the rules and regulations. This policy will be enforced and applied uniformly in a standard way to all Patrons without prejudice.

- (1) Patrons and Amenity Staff are expected to act, at all times, in a courteous and respectful manner. A Patron displaying aggressive or argumentative behaviors may be subject to immediate suspension by Amenity Staff. Any Patron who is physically or verbally abusive to other Patrons or Amenity Staff will not receive written notice and will be immediately suspended for up to fifteen (15) days at the discretion of the Amenity Manager. For each rule violation, the Amenity Staff shall fill out an incident report. A sample incident report is attached to this Amenity Facility Policy.

- (2) At the discretion of Amenity Staff, children between the ages of sixteen (16) and seventeen (17) years old who violate the rules and policies may be expelled from the facility for one (1) day. Upon such expulsion, a written incident report shall be prepared detailing the name of the child, the prohibited act committed and the date. This report will be kept on file with the District. Any child who is expelled from the facility three (3) times in a one (1) year period, shall, until the child reaches the age of eighteen (18), only be entitled to use the facility if accompanied by a parent or adult Patron at all times.
- (3) All other rule violations shall be handled by the Amenity Manager and/or Amenity Staff in the following manner:
- 1<sup>ST</sup> Violation: Verbal Warning
  - 2<sup>nd</sup> Violation: Written Warning
  - 3<sup>rd</sup> Violation: 30 Day Suspension
  - 4<sup>th</sup> Violation: 60 Day Suspension
- (5) Patrons' Amenity Facility privileges may be subject to suspension or termination by the Board if a Patron behaves in a manner described below in this non-exhaustive list of impermissible behaviors:
- Permits unauthorized use of his or her assigned Key Card by another person
  - Exhibits unsatisfactory behavior, manners or appearance
  - Fails to abide any portion of this Amenity Facility Policy
  - Treats the Amenity Staff, Patrons or Guests in an unreasonable or abusive manner
  - Engages in conduct that is improper or likely to endanger the welfare, safety or reputation of the District, the Amenity Facility, Amenity Staff or other Patrons.
- (6) Any Patron receiving a notice for rules violation will have the violation removed if they receive no further violations within a ninety (90) day period following the notification. If the member corrects the situation which is a violation on the spot, then no notice (oral or written) will be issued.
- (7) Any Patron receiving a notice of a rules violation may appeal by notifying the Amenity Manager and requesting the suspension to be reviewed and/or repealed by the Appeals Committee of the Board. The appeal will be conducted as follows:
- The meeting of the Appeals Committee shall be called to order.
  - The Appeals Committee shall select a chairperson and a recording secretary for the meeting.
  - A description of the behavior resulting in a rules violation shall be read by a representative of the Amenity Manager and/or Amenity Staff.
  - A representative of the Amenity Staff shall present cause for suspension, including any evidence, such as the incident report(s) for the violation(s).
  - Appellant shall present rebuttal of the allegations and evidence.

- The Appeals Committee shall deliberate and deliver a ruling. The Amenity Manager shall notify the offender of the results of the appeal.

## Concord Station Community Development District

### Incident Report

**Date of Incident:** \_\_\_\_\_ **Time of Incident:** \_\_\_\_\_ (am/pm)

**Party Involved:** \_\_\_\_\_ **Sex:** Male/Female

**Is this person 18 years or older?** Yes/No

**If not, name of Parent or Guardian:** \_\_\_\_\_

**Mailing Address:** \_\_\_\_\_

**Was local law enforcement called?** Yes/No

**Description of what happened (include location):**

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**Names, phone numbers, and addresses of who witnessed the incident:**

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**Immediately Suspended:** Yes/No

If yes, the reason: \_\_\_\_\_

**Recommendation:** \_\_\_\_\_

**Name of Staff Member writing this report:** \_\_\_\_\_

**Signature of Staff Member writing this report:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Concord Station Community Development District  
Non-Resident User Application**

**Date of Application:** \_\_\_\_\_ **Date of Non-Resident User Fee Payment:** \_\_\_\_\_

**Mailing Address:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_

**Alternate Phone Number:** \_\_\_\_\_

**Email Address(es):** \_\_\_\_\_

**Total Number of Immediate Family Members:** \_\_\_\_\_

**Names of Adult Members:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Names of Children and Ages:** \_\_\_\_\_

\_\_\_\_\_

**Emergency Contact Information:**

**Primary Emergency Contact:**

**Name(s):** \_\_\_\_\_ **Phone Number(s):** \_\_\_\_\_

By executing this application, I agree to abide and be bound by all terms and conditions of the Amenity Facility Policy, including, without limitation, the indemnity and release provisions set forth in the policy, and acknowledge that my use of the District Amenity Facility is at my own risk. I understand and acknowledge that I may access the Amenity Facility Policy online at the District website at any time or may request a paper copy from the District Manager. I further acknowledge that I have read or had the opportunity to read the Amenity Facility Policy prior to signing this agreement.

\_\_\_\_\_  
(signature)

By: \_\_\_\_\_  
(print name)