

**DAVENPORT ROAD SOUTH  
COMMUNITY DEVELOPMENT DISTRICT**

*and*

**HIGHLAND MEADOWS WEST  
COMMUNITY DEVELOPMENT DISTRICT**

**AMENITY FACILITIES POLICIES AND RATES**

**Approved June 19, 2019**

## AMENITY FACILITIES USER FEE STRUCTURE

- (1) The Annual User Fee for persons not owning property within the District shall be charged for each Non-Resident Patron and shall be reviewed each year in conjunction with the adoption by the District of its annual budget.
- (2) All Guests must be accompanied by a Patron (as defined below) at all times with a max of four (4) Guests per visit.
- (3) 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.

## DEFINITIONS

**“Amenity Facilities” or “Amenity”**– 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 dog park, the pool, pool deck, Pool Pavilion, and cabana area, together with their appurtenant facilities and-areas.

**“Amenity Facilities Policies” or “Policies”** – shall mean these Amenity Facilities Policies and Rates of Davenport Road South Community Development District and Highland Meadows West Community Development District, as amended from time to time.

**“Amenity Fee Schedule”** – shall mean that fee schedule attached hereto as Exhibit A and incorporated herein by reference upon adoption which shall be reviewed each year in conjunction with the adoption by the District of its annual budget.

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

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

**“Board of Supervisors” or “Board” of “Boards”** – shall mean the Davenport Road South Community Development District or Highland Meadows West Community Development District Board of Supervisors or both.

**“District” or “Districts”**– shall mean the Davenport Road South Community Development District and Highland Meadows West 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 and accompanied by a Patron to

participate in the use of the Amenity Facilities. However, an individual may be a Guest of a Patron no more than a total of eight (8) times per calendar year.

**“Key Card”** – shall mean an electronic key card distributed by the District Manager to residents of the District (one per residential unit) to access the Amenity Facilities.

**“Non-Resident”** – shall mean any person or group of persons residing within a single residential unit not owning property in the District who is paying the Annual User Fee to the District for use of all Amenities.

**“Non-Resident Patron”** – shall mean any person or group of persons residing within a single residential unit 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 Property Owners’, Guests, Non-Resident Patrons, and Renters/Leaseholders who are eighteen (18) years of age and older.

**“Property Owner”** – shall mean that person or persons having fee simple ownership of land within the Davenport Road South Community Development District and Highland Meadows West 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.

**ALL PERSONS USING THE AMENITY FACILITIES DO SO AT THEIR OWN RISK. THE DISTRICT DOES NOT PROVIDE LIFEGUARDS, OR SECURITY PERSONEL, OR OTHER SUPERVISORY PERSONEL FOR THE BENEFIT OF ANYONE OTHER THAN THE DISTRICT.**

### **GUESTS**

- (1) 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 Patron may bring no more than four (4) persons as guests to the Amenity Facilities at one time unless the Patron has paid the required usage fee. In the event the Patron has rented the pavilion at the Amenity Facilities, the number of Guests shall be limited by 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’ Amenity Facilities privileges. All such designations must be in writing and contain an affirmative statement of the Renter’s rights for the use and enjoyment of the

Amenity Facilities. A copy of the written designation must be provided to the District Manager before the Renter will be permitted to use the Amenity Facilities.

- (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 shall assume all liabilities associated with the assignment of such rights and privileges.
- (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. Property Owners are responsible for the department of their respective Renters.
- (5) Renters shall be subject to such other rules and regulations as the Board may adopt from time to time.

#### **SERVICE ANIMAL POLICY**

Dogs or other pets (with the exception of "Service Animal(s)" trained to do work or perform tasks for an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability) are not permitted within any District-owned public accommodations including, but not limited to the pool, pool deck, Pool Pavilion, and cabana area, parking lots, open spaces and other appurtenances or related improvements. A Service Animal must be kept under the control of its handler by leash or harness, unless doing so interferes with the Service Animal's work or tasks or the individual's disability prevents doing so. The District may remove the Service Animal under the following conditions:

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

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

#### **GENERAL AMENITY FACILITIES PROVISIONS**

- (1) Patrons must use their assigned Key Card to enter the Amenity Facilities.

- (2) Children under sixteen (16) years of age must be accompanied by a parent or adult Patron, eighteen (18) years of age or older.
- (3) 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: Christmas Day, Thanksgiving Day, New Year's Day, and Easter. The Amenity Facilities will also close early at the discretion of the Amenity staff on Christmas Eve and New Year's Eve. Notwithstanding the foregoing, the Amenity staff shall have the discretion to close the Amenity Facilities due to any unforeseen event or circumstance that may pose a threat to the health, safety and welfare of the Patrons.
- (4) Alcoholic beverages shall not be served or sold, nor permitted to be consumed on the Amenity Facilities premises, except at pre-approved special events. Approval may only be granted by the District's Board of Supervisors (present request to the District Manager's Office in advance of the meeting) and will be contingent upon providing proof of event insurance with a minimum of \$1,000,000 in coverage, with the District named as an additional insured. Patrons will be required to hire a licensed and insured vendor of alcoholic beverages, and they must provide proof of this to the District Manager's Office prior to the event.
- (5) Dogs and all other pets (with the exception of certified service animals) are not permitted on the Amenity Facilities. Where dogs are permitted on the grounds, they must be leashed. Patrons are responsible for picking up after all pets as a courtesy to residents.
- (6) Vehicles must be parked in designated areas. Vehicles should not be parked on grass lawns, sidewalks, pathways, or in any way which blocks the normal flow of traffic.
- (7) Fireworks of any kind are not permitted anywhere on the facilities or adjacent areas.
- (8) No Patron, visitor or Guest is allowed in the service areas of the Amenity Facilities.
- (9) The Board of Supervisors reserves the right to amend or modify these policies when necessary and will notify the Patrons of any changes in accordance with the District's Rules of Procedure or applicable Florida law.
- (10) The Board of Supervisors, District Manager, his or her designee, and personnel of the Amenity Facilities have full authority to enforce these policies.
- (11) A facility Key Card will be issued to a property-owning entity at the time they are closing upon property within the District. The fee for the initial card is set forth in the Amenity Fee Schedule. Proof of property ownership may be required annually. All Patrons must use their Key Card for entrance to the Amenity Facilities. The Key Card should not be given out to non-residents. A maximum of two (2) Key Cards will be issued per residential unit.
- (12) For *damaged* Key Cards - Property owners will be charged to replace a damaged Key Card in accordance with the Amenity Fee Schedule. Please contact the District Manager for

instructions on how to obtain a replacement Key Card. Damaged Key Cards must be mailed or brought to the District Manager's office prior to obtaining a replacement.

- (13) For *lost* or *stolen* Key Cards – Property owners will be charged to obtain a new Key Card in accordance with the Amenity Fee Schedule. Please contact the District Manager to initiate the replacement process. Please note that all lost or stolen Key Cards will be deactivated for security reasons.
- (14) Smoking, using any paraphernalia designed to consume tobacco or other smokable substances, is not permitted anywhere inside the Amenity Facilities.
- (15) Guests must be registered and accompanied by a Patron before entering the Amenity Facilities.
- (16) Disregard for any Amenity Facilities rules or policies may result in expulsion from the facility and/or loss of Amenity Facilities privileges and will not relieve Patrons of obligations to pay assessments, rates, or fees incurred.
- (17) At the discretion of Amenity Facilities personnel, children between the ages of sixteen (16) and seventeen (17) who violate the rules and policies may be expelled from the facility for one 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 kept on file with the District. Any child who is expelled from the facility three (3) times in a one-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, eighteen (18) years of age or older, at all times.
- (18) Patrons and their Guests shall treat all staff members with courtesy and respect.
- (19) Golf carts, off-road bikes/vehicles, and any unlicensed motor vehicles are prohibited on all property owned, maintained, and operated by the Davenport Road South Community Development District and Highland Meadows West Community Development District or the Amenity Facilities.
- (20) The Amenity Facilities will not offer child care services to Patrons or Guests under the authority or supervision of the District at any of its facilities.
- (21) Skateboarding is not allowed on any Amenity Facilities' property, this includes but is not limited to: pathways, and sidewalks surrounding this area.
- (22) Loss or destruction of property or instances of personal injury:
  - a. 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 Amenity Facilities, whether in lockers or elsewhere.

- b. No person shall remove 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.
- c. Any Patron, Guest or other person who, in any manner, makes use of or accepts the use of any apparatus, appliance, facility, privilege or service whatsoever owned, leased or operated by the District or its contractors, or who engages in any contest, game, function, exercise, competition or other activity operated, organized, arranged or sponsored by the District, either on or off the Amenity Facilities premises, shall do so at his or her own risk, and shall hold the Amenity Facilities, the District, the Board of Supervisors, District employees, District representatives, District contractors, and District agents, harmless from any and all loss, cost, claim, injury damage or liability sustained or incurred by him or her, resulting 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.
- d. 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 Facilities 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 Facilities 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).

**GENERAL SWIMMING POOL RULES**

- (1) Patrons may only gain access to the pool area through the use of their Key Cards. At any given time, a Patron may accompany up to four (4) Guests at the swimming pool.
- (2) No Lifeguards will be on duty. Patrons swim at their own risk while adhering to swimming pool rules.
- (3) Children under sixteen (16) years of age must be accompanied by a Parent or Adult Patron, eighteen (18) years of age or older, at all times for usage of the pool facility.

- (4) Radios, televisions, and the like may be listened to if played at a volume which is not offensive to other members and guests.
- (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 these posted hours Patrons swim at their own risk while adhering to swimming pool rules.
- (6) Pool facilities will be closed during periods of heavy rain, thunderstorms and other inclement weather.
- (7) Showers are required before entering the pools.
- (8) Glass containers and aluminum cans are not permitted in the pool area.
- (9) Children under three (3) years of age, and those who are not reliably toilet trained, must wear rubber lined swim diapers, as well as a swim suit over the swim diaper, to reduce the health risks associated with human waste in the swimming pool/deck area.
- (10) Play equipment, such as floats, rafts, snorkels, dive sticks, and flotation devices must be approved by Amenity Staff prior to use. The facility reserves the right to discontinue usage of such play equipment during times of peak or scheduled activity at the pool, or if the equipment provides a safety concern.
- (11) Swimming Pool hours will be posted. Pool availability may be rotated in order to facilitate maintenance of the Amenity Facilities; this usually requires the pool being closed for one (1) full day. Depending upon usage, the pool may require closure for additional periods of time to facilitate maintenance and keep it up to health code.
- (12) No access will be allowed, by a Patron or any other person, before or after 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.
- (13) Pets, bicycles, skateboards, roller blades, scooters and golf carts are not permitted on the pool deck area inside the pool gates at any time.
- (14) The Amenity staff reserves the right to authorize all programs and activities, including with regard to the number of guest participants, equipment, supplies, usage, etc., conducted at the pool, including Swim Lessons, Aquatic/Recreational Programs and Pool Parties. Any organized activities taking place at the Amenity Facilities must first be approved by Amenity Staff.
- (15) Any person swimming during non-posted swimming hours may be suspended from using the facility.
- (16) Proper swim attire (no cutoffs) must be worn in the pool.
- (17) No chewing gum is permitted in the pool or on the pool deck area.



- (18) Alcoholic beverages are not permitted in the pool area.
- (19) No diving, jumping, pushing, running or other horseplay is allowed in the pool or on the pool deck area.
- (20) For the comfort of others, the changing of diapers or clothes is not allowed at pool side. Changing tables are provided in the restroom facility.
- (21) No one shall pollute the pool. Anyone who does pollute the pool is liable for any costs incurred in treating and reopening the pool.
- (22) Radio controlled water craft are not allowed in the pool area.
- (23) Pool entrances must be kept clear at all times.
- (24) No swinging on ladders, fences, or railings is allowed.
- (25) Pool furniture is not to be removed from the pool area.
- (26) Loud, profane, or abusive language is absolutely prohibited.

***Swimming Pool: Feces Policy***

- (1) If contamination occurs, the pool will be closed for at least twelve (12) hours and the water will be shocked with chlorine to kill all bacteria.
- (2) Parents should take their children to the restroom before entering the pool.
- (3) 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.

***Swimming Pool: Thunderstorm Policy***

During periods of heavy rain, thunderstorms, and other inclement weather, swimming is prohibited. Amenity staff reserves the right to close the pool during such times.

**FACILITY RENTAL POLICIES**

**The pool, pool deck, and cabana area of the Amenity Facilities is not available for private rental and shall remain open to other Patrons and their Guests during normal operating hours. However, the Pool Pavilion may be rented in accordance with these rental policies.**

**The Patron renting the Pool Pavilion shall be responsible for any and all damage and expenses arising from the event.**

- (1) *Rental Fees:* A non-refundable rental fee will be charged in accordance with the Amenity Fee Schedule. A final guarantee (number) of Guests is to be conveyed to the Amenity

Manager no later than ten (10) days before the date of the scheduled event. In absence of a final guarantee, the number indicated on the original agreement will be considered correct. A check *shall* be made out to the “Davenport Road South Community Development District” and submitted to the District Manager’s Office at least ten (10) days from the reservation date.

(2) *Reservations:* Patrons interested in reserving the Pool Pavilion must submit to the Amenity Manager, no later than fourteen (14) days prior to the event, a completed Facilities Use Application indicating the nature of the event, the number of guests that will be attending, the hours when the event will be held, and whether alcohol and/or food will be served. The Amenity Manager will determine if a Special Event Agreement will need to be executed prior to use of the Amenity Facilities. Where determined by the Amenity Manager to be required, a properly executed Special Event Agreement, along with all documentation required therein, must be received by the Amenity Manager no less than ten (10) days prior to the date of the event. The Amenity Manager will review the Facilities Use Application on a case-by-case basis and has the authority to reasonably deny a request. Denial of a request may be appealed to the District’s Board of Supervisors for consideration; however, in no event shall such appeal require the Board of Supervisors to hold a special meeting to consider such appeal, regardless of the timing for an event contemplated by the requesting Patron.

(3) *Deposit:* At the time of approval, one (1) check or money order (no cash or credit card) made payable to the **Davenport Road South Community Development District** should be submitted to the Amenity Manager, received at least ten (10) days from the reservation date, in order to reserve the Pool Pavilion. The check should be in the amount set forth in the Amenity Fee Schedule. The deposit will be returned following the event as provided the District 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 kept for this purpose. To receive a full refund of the deposit, the following must be 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.
- Wipe off counters and table tops.
- Replace garbage liner.
- Ensure that no damage has occurred to the Amenity Facilities and its property.

If additional cleaning is required, the Patron reserving the Pool Pavilion will be liable for any expenses incurred by the District to hire an outside cleaning contractor. In light of the foregoing, Patrons may opt to pay for the actual cost of cleaning by a professional cleaning service hired by the District. The Amenity Manager shall determine the amount of deposit to return, if any.

(4) *General Policies:*

- Patrons are responsible for ensuring that their Guests adhere to the policies set forth herein.
- The volume of live or recorded music must not violate applicable County and/or City noise ordinances.
- No glass, breakable items or alcohol are permitted in or around the pool deck area.
- Additional liability insurance coverage will be required for all events that are 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 District is to be named on these policies as an additional insured party.

**DOG PARK POLICIES**

The Dog Park is restricted to use only by Patrons of the District and their guests. ALL OTHER PERSONS ARE CONSIDERED TRESPASSERS AND MAY BE PROSECUTED AS SUCH UNDER FLORIDA LAW.

- (1) Dogs must be on leashes at all times, except within the Dog Park area.
- (2) Dogs inside the Dog Park must be under voice control by their handler at all times. If voice control is not possible, do not enter the Dog Park.
- (3) Dog handler must have the leash with them at all times.
- (4) Dogs may not be left unattended and must be within unobstructed sight of the dog handler.
- (5) Dogs must be vaccinated and wear a visible rabies and license tag at all times.
- (6) Limit three dogs per Adult dog handler.
- (7) Puppies under four months of age should not enter the Dog Park.
- (8) Children under the age of twelve (12) are not permitted within the Dog Park area.
- (9) Dog handlers are responsible for the behavior of their animals.
- (10) Aggressive dogs are not allowed in the Dog Park. Any dog showing signs of aggression should be removed from the Dog Park immediately.
- (11) Female dogs in heat are not permitted in the Dog Park.
- (12) Human or dog food inside the Dog Park is prohibited.
- (13) Dog handlers must clean up any dog droppings made by their pets.
- (14) Dog handlers must fill in any holes made by their pets.
- (15) Please do not brush or groom pets inside the Dog Park. The Dog Park is for play time.

- (16) Only licensed and insured dog trainers will be permitted to do training at the Dog Park. Owner must register trainer with the District prior to working with the dog.
- (17) The Dog Park is designated a “No Smoking” area.

### **USE OF THE DOG PARK IS AT PATRON’S OWN RISK**

Use of the Dog Park is voluntary and evidences your waiver of any claims against the District resulting from activities occurring at the Dog Park. The District is not responsible for any injury or harm caused by use of the Dog Park.

### **SUSPENSION AND TERMINATION OF PRIVILEGES**

Suspension or termination of Amenity Facilities privileges shall be in accordance with Exhibit B, Suspension and Termination Policies, attached hereto and incorporated herein by reference upon adoption.

**The above policies were adopted by the Board of Supervisors for the Davenport Road South Community Development District on this 19<sup>th</sup> day of June, 2019.**

ATTEST:

DAVENPORT ROAD SOUTH  
COMMUNITY DEVELOPMENT  
DISTRICT

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chairperson, Board of Supervisors

**The above policies were adopted by the Board of Supervisors for the Highland Meadows West Community Development District on this 19<sup>th</sup> day of June, 2019.**

ATTEST:

HIGHLAND MEADOWS WEST  
COMMUNITY DEVELOPMENT  
DISTRICT

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chairperson, Board of Supervisors

**EXHIBIT A**  
**AMENITY FEE SCHEDULE**

<b>Category</b>	<b>Proposed Rate/Fee</b>
Non-Resident User Fee	\$2500.00
Initial Key Card	\$10.00
Replacement of Damaged Key Card	\$30.00
Replacement of Lost or Stolen Key Card	\$50.00
Rental Fees	\$75.00 (less than 25 guests) \$125.00 (26 to 50 guests) \$175.00 (50+ guests)
Rental Deposit*	\$150.00*
*Refundable subject to proper care and cleaning of facilities.	*If cost of repairs or cleaning exceeds deposit, actual costs may be charged.

**EXHIBIT B**  
**SUSPENSION AND TERMINATION OF PRIVILEGES**

- (1) Privileges at the Amenity Facilities can be subject to suspension or termination by the Board of Supervisors if a Patron:
- Submits false information on an application for a Key Card.
  - Permits unauthorized use of a Key Card.
  - Exhibits unsatisfactory behavior, deportment or appearance.
  - Fails to abide by the Amenity Facilities Policy or any other applicable District Rules.
  - Treats the personnel or employees of the Amenity Facilities in an unreasonable, disrespectful, or abusive manner.
  - Engages in conduct that is improper or likely to endanger the welfare, safety or reputation of the Amenity Facilities or Amenity Facilities' Staff.
- (2) Management may at any time restrict or suspend any Patron's privileges to use any or all of 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 property or Amenity Facilities from damage. Suspension or termination of privileges to use the Amenity Facilities shall not relieve Patrons of the obligation to pay applicable assessments, rates, or fees.