

**CANOPY
COMMUNITY DEVELOPMENT DISTRICT**

Amenity Facility Handbook

Last Updated: August 3, 2021

PART I: AMENITY USE POLICIES

DEFINITIONS

1. **“Amenities,” or “Amenity Facilities”** is defined as the Amenity Center, Pool Area, Fitness Center, sports courts, playgrounds, recreational trails, parking lots, open space, pavilions, and other appurtenances or related improvements, all located within the Canopy Community Development District.
2. **“Amenity Center”** shall mean the recreational complex located at 2877 Crestline Rd., Tallahassee, FL 32308, and consisting of, among other facilities, a clubhouse building, Pool Area, Fitness Center, playground, fire pits, covered pavilion and sport courts.
3. **“Amenity Staff”** shall mean any persons responsible for daily operation and/or maintenance of the Amenities, including the Amenity Manager, if any, lifeguards, facility attendants, maintenance personnel or any District employee(s). The District may in its discretion choose what level of staffing is appropriate for operation of the Amenities and may elect not to engage any or all of the aforementioned staff.
4. **“Annual User Fee”** shall mean the base fee established by the District for a non-Patron’s non-exclusive right to use the Amenities. The amount of the Annual User Fee is set forth herein.
5. **“Facility Access Fob”** shall mean the device issued to Patrons by the District which allows the Patron to access the Amenities.
6. **“Fitness Center”** is defined as the weight room and group fitness room located at the Amenity Center.
7. **“Board”** shall be defined as the Canopy Community Development District Board of Supervisors.
8. **“District”** shall be defined as the Canopy Community Development District.
9. **“District Operations Manager”** shall mean a representative of the District’s management company who serves as a point of contact between the District and Amenity Staff.
10. **“District Property”** shall mean all property owned by the District including, but not limited to, the Amenities, common areas, ponds, parking lots and District-owned roadways.
11. **“Guest”** shall mean any person or persons, other than a Patron, who are expressly authorized by the District to use the Amenities or invited and accompanied for the day by a Patron to use the Amenities.

12. **“Household”** shall mean a group of individuals residing under one roof or head of household. This may consist of individuals who have not yet attained the legal age of majority (i.e., 18 or as otherwise provided by law), together with their parents or legal guardians. This does not include visiting relatives, or extended family not residing in the home.
13. **“Patron”** shall be defined as (1) persons or entities who own real property within the District; (2) Renters who are assigned amenity privileges by persons or entities who own real property within the District; and (3) those persons or entities who do not own land within the District but who have paid the Annual User Fee.
14. **“Playground” or “Playgrounds”** shall include the playgrounds at the Amenity Center and on all common District grounds.
15. **“Policies”** shall mean these Amenity Use Policies.
16. **“Pool” and “Swimming Pool”**, except where otherwise specified, shall mean the swimming pool located at the Amenity Center as well as the children’s splash pool located at the same location. **“Pool Area”** shall mean the Pool, plus any gazebos, adjacent decks, shade structures and other property or improvements within the fenced area surrounding the pool.
17. **“Renter”** shall mean any tenant residing in a Resident’s home pursuant to a valid rental or lease agreement.
18. **“Resident”** shall mean any person owning property within the District, and members of his or her Household.
19. **“Service Animal”** shall mean an animal trained to do work or perform tasks for an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability.

USE AT OWN RISK

ALL PERSONS USING THE AMENITIES DO SO AT THEIR OWN RISK AND AGREE TO ABIDE BY THE DISTRICT’S RULES AND POLICIES AS MAY BE ADOPTED AND/OR AMENDED FROM TIME TO TIME. AS SET FORTH MORE FULLY LATER HEREIN, THE DISTRICT SHALL ASSUME NO RESPONSIBILITY FOR AND SHALL NOT BE LIABLE FOR ANY ACCIDENTS, ILLNESS, PERSONAL INJURY, DEATH, OR DAMAGE TO, OR LOSS OF PROPERTY ARISING FROM, THE USE OF THE AMENITIES OR FROM THE ACTS, OMISSIONS OR NEGLIGENCE OF OTHER PERSONS USING THE AMENITIES.

THE DISTRICT DOES NOT PROVIDE ANY SUPERVISION WITH RESPECT TO THE USE OF THE AMENITIES, AND THERE ARE INHERENT RISKS IN THE USE OF THE AMENITIES – E.G., THE USE

OF THE PLAYGROUND, POOL, FITNESS CENTER AND OTHER AMENITIES CAN RESULT IN SERIOUS BODILY INJURY OR EVEN DEATH. PATRONS ARE RESPONSIBLE FOR THEIR ACTIONS AND THOSE OF THEIR GUESTS. PARENTS AND LEGAL GUARDIANS ARE RESPONSIBLE FOR THEIR MINOR CHILDREN WHO USE THE AMENITIES AND WILL BE HELD ACCOUNTABLE RELATED TO SAME. THE DISTRICT STRONGLY ENCOURAGES PARENTS AND LEGAL GUARDIANS TO ACCOMPANY AND SUPERVISE THEIR MINOR CHILDREN WHILE AT THE AMENITIES.

ACCESS TO AMENITY FACILITIES

Annual User Fees. The annual user fee for persons not owning property within the Canopy Community Development District (“District”) is as follows: An amount equal to two times the amount of the combined operation and maintenance assessment and debt assessment for a seventy-foot lot, which will change from time to time based on the District’s budget.

1. *Access Fobs.* Two Facility Access Fobs will be issued to each Patron Household, for up to two Facility Access Fobs per Patron Household. Facility Access Fobs will be issued to Patrons at the time their membership commences or at a time reasonably soon thereafter, subject to availability of Facility Access Fobs and District Staff. All Patrons must have on their person Facility Access Fob for entrance to the Amenity Center. There is a **\$25.00** charge to replace lost or stolen fobs. Patrons are responsible for notifying the District immediately if a fob is lost or stolen. The lost or stolen fob shall be immediately deactivated. Patrons are also responsible for notifying the District when they sell their home. Facility Access Fobs may NOT be given to any third-party individuals. Each Patron shall be responsible for the actions of those individuals using the Patron’s Facility Access Fob, unless said Facility Access Fob is reported as being lost or stolen.

2. *Guests.*
 - (a) *Maximum Guests.* Except as otherwise provided for herein, each Patron household may bring a maximum of four Guests to the Amenities at any one visit, provided however that Guests must be accompanied by a Patron who is at least eighteen years of age when using the Amenities; and provided however that the Patron will be responsible for any harm caused by the Patron’s Guests while using the Amenities. For clarification purposes, the preceding sentence shall be construed to place a four-Guest limitation per visit on the total number of Guests that a Patron may bring on behalf of that Patron’s particular household – e.g., a Patron household consisting of four people cannot bring up to two Guests each for a total of eight Guests, but instead can only bring a total of four Guests per visit on behalf of the entire household. Guests shall be subject to all rules and policies as the Board may adopt from time to time.

 - (b) *Identification of Authorized Users.* To better manage use of the facilities, the District in its discretion may require Patrons and Guests to “sign-in” prior to accessing the Amenities and/or to display District-issued bracelets or other identification at the Amenities in order to better identify authorized users of the Amenities.

(c) *Registration / Disclaimer.* In order to use the Amenities, each Patron and all members of a Patron's Household shall register with the District by executing a New Patron/Guest Information Form, and by executing the Consent and Waiver Agreement. Additionally, each Patron is responsible for ensuring that each of the Patron's Guests executes a Consent and Waiver Agreement prior to using the Amenities. **All persons using the Amenities do so at their own risk and agree to abide by the rules and policies for the use of the Amenities. As set forth more fully later herein, the District shall assume no responsibility and shall not be liable for any accidents, personal injury, or damage to, or loss of property arising from the use of the Amenities or from the acts, omissions or negligence of other persons using the Amenities. Patrons are responsible for their actions and those of their Guests.**

(d) *Renter Privileges.* Residents shall have the right to designate a Renter of their owned residential unit(s) as the beneficial users of the Resident's privileges to use the Amenities. An Amenities transfer form must be completed by the Resident and the Renter to transfer such rights.

- i. A Renter who is designated as the beneficial user of the Resident's rights to use the Amenities shall be entitled to the same rights, privileges and responsibilities to use the Amenities as the Resident.
- ii. During the period when a Renter is designated as the beneficial user, the Resident shall not be entitled to use the Amenities.
- iii. 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. Residents are responsible for the department of their respective Renter.
- iv. Renters shall be subject to all rules and policies, including but not limited to these Policies, as the Board may adopt from time to time.

GENERAL PROVISIONS

1. Patrons must swipe their Facility Access Fob to enter certain areas of the Amenities and should carry their Facility Access Fob at all times when using the Amenities.
2. Unless provided elsewhere, youth under the age of sixteen (16) must be accompanied by an adult eighteen (18) years of age or older.
3. Hours of operation for the Amenities will be established and published by the District, which hours of operation may fluctuate based on the season, time of year and other circumstances. The Pool may be closed from time to time for common maintenance.
4. Dogs or other pets (with the exception of Service Animals) are not permitted inside the Amenity Center building or in the Pool Area. Where dogs are permitted, they must be leashed, and the person in control of the dog must clean up and dispose of all dog waste.

5. Fireworks of any kind are not permitted anywhere in the Amenities or adjacent areas.
6. No Patron, visitor or Guest is allowed in the service areas of the Amenity Facilities.
7. The Board reserves the right to amend or modify these Policies when necessary and will make its best attempts at notifying the Patrons of any changes by posting said changes on the District's website. However, it is incumbent upon Patrons to seek clarification for Policies applicable to the Amenity Facility.
8. The Board, Amenity Staff, and any other person so designated by the District shall have full authority to enforce these Policies.
9. Smoking and alcohol are not permitted anywhere in the Amenities.
10. Profanity and loud, disruptive, or unruly behavior are prohibited.
11. Disregard for any Amenities rules or Policies will result in expulsion from the facility and/or loss of Amenities privileges in accordance with the Disciplinary & Enforcement Rule at Part II of the Amenity Facility Handbook.
12. Glass and other breakable items are not permitted at the Amenities.
13. Patrons and Guests shall treat Amenity Staff and their fellow Patrons and Guests with courtesy and respect.
14. Skateboarding is not permitted at the Amenities, including all parking lots, and sidewalks comprising the Amenities.
15. Bicycles, skateboards, roller blades, scooters and golf carts are not permitted in or around the Amenities. All bicycles must be placed at a bike rack.
16. No open flames are permitted in any indoor space with the exception of Sterno-type heaters used to warm food during private events, if permitted and authorized by the District.
17. No items may be brought to the Amenities that could cause injury, death or damage to property.
18. Unless otherwise stated, the Amenities are unattended, unmanned facilities and persons using the Amenities do so at their own risk.
19. Patrons and Guests are advised that the Amenities, or certain areas thereof, may be under 24-hour video surveillance for security purposes.
20. Fishing, swimming, wading and boating are not permitted in the District's ponds.

21. Except as permitted by the District, no commercial activities shall be conducted at the Amenities and no solicitation or commercial advertisements are permitted. This shall not prohibit the District from contracting with vendors to provide amenities programming or other services for the benefit of Patrons.
22. There is no trespassing or loitering allowed at the Amenities. Any individual violating this policy may be reported to the local authorities.
23. Unless otherwise stated, all Amenities are available on a first-come, first-served basis.

PARKING POLICY

1. Vehicles must be parked in designated areas and may not be left in a District parking lot overnight.
2. Trailers, boats, RVs, and other oversized vehicles are not permitted to park in District parking lots at any time unless specifically authorized by the District.
3. Vehicles should not be parked on grassy areas, or in any way which blocks the normal flow of traffic on District property.

GENERAL SWIMMING POOL POLICIES

1. All Patrons must swipe their Facility Access Fob to enter the Pool Area. At any given time, a Patron may accompany up to four (4) Guests per Household at the Pool Area.
2. Children under the age of sixteen (16) must be accompanied by an adult at least eighteen (18) years of age in the Pool Area.
3. Radios, televisions and the like may be listened to if played at a volume that is not offensive to other Patrons and Guests. Electrical equipment is not allowed around the Pool Area.
4. Showers are required before entering the Pool Area.
5. Glass and other breakable items are prohibited in the Pool Area.
6. Pool hours will be posted but may be reduced without notice in order to facilitate maintenance, weather or scheduled events.
7. Pets (other than "Service Animals"), bicycles, skateboards, roller blades, scooters and golf carts are not permitted in the Pool Area or inside the pool gates at any time.
8. Hanging on the lane lines, interfering with the lap-swimming lane, and unauthorized diving is prohibited.

9. The District reserves the right to authorize all programs and activities, including the number of guest participants, equipment and supplies usage, etc., conducted at the Pool, including swim lessons, aquatic/recreational programs and pool parties.
10. Any person swimming when the Pool is closed may be suspended from using the Amenity Facilities.
11. Proper swim attire must be worn in the Pool Area.
12. Food and drink, including alcohol, are prohibited in, and within six feet, of the Pool deck.
13. No chewing gum is permitted in the Pool Area.
14. No diving, jumping, pushing, running or other horseplay is allowed in the Pool Area.
15. For the comfort of others, the changing of diapers or clothes is not allowed in the Pool Area.
16. No one shall pollute the Pool. Anyone who does pollute the Pool is liable for any costs incurred in treating and reopening the Pool.
17. Radio controlled watercraft are not allowed in the Pool.
18. Pool entrances must be kept clear at all times.
19. Smoking is not permitted around the Pool Area.
20. No swinging on ladders, fences, or railings is allowed.
21. Pool furniture is not to be removed from the Pool Area, thrown into the Pool or otherwise disturbed.
22. Loud, profane, or abusive language is prohibited.
23. Coolers of up to a 12-quart capacity are permitted at the Pool Area, provided however that glass and alcohol is prohibited and no food and drinks are permitted within six feet of the Pool deck area, as identified in Department of Health regulations, which may change from time to time.
24. Tennis balls, beach balls larger than 8", basketballs, Nerf Balls, soccer balls, or any other type of hard non-water sports balls are not permitted in the Pool Area. Masks and goggles must have shatter-proof polycarbonate lenses. Only the following inflatable or floating devices are permitted: 1) infant water floats with seats; 2) arm floats; and 3) pool noodles.

For numbers one and two, parents/guardians must remain within arm's length of children under their care. No other inflatable rafts, tubes, or floats are permitted. The District 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.

25. Following Florida Department of Health Rule #64E-9.008 for public pools without permitted outdoor lighting, the Pool will close no later than one half-hour before sunset and may open no sooner than one half-hour after sunrise. Pool closing times will be posted in advance when possible.
26. Lap lanes shall be for lap swimming only, and are available on a first-come, first-served basis. Swimmers shall limit their use of the lap lanes to one (1) hour if other users are waiting. No pool noodles or other flotation devices are permitted in the lap lanes. Playing on the ropes is prohibited. Swimming in lap lanes shall be continuous and are intended for recreational swimming.

THUNDERSTORM POLICY

The lifeguards or Amenity Staff, if and when present, will oversee operation of the Pool Area, including making a determination of closure during thunderstorms and heavy rain. During periods of heavy rain, thunderstorms and other inclement weather, the Pool Area will be closed. Notwithstanding the foregoing, the District shall have no obligation to provide staff at the Pool or oversee closures, and Patrons and Guests using the Pool shall be responsible for vacating the Pool area during periods of heavy rain, thunderstorms, and other inclement weather. All use is at each Patron's and Guest's own risk.

POOL CONTAMINATION POLICY

1. If contamination occurs, the Pool will immediately be closed.
2. Children under three years of age, and those who are not reliably toilet trained, must wear rubber-lined or other appropriate swim diapers and a swimsuit over the swim diaper.
3. In accordance with CDC and Florida Department of Health standards, if a child has experienced three (3) or more loose bowel movements within a twenty-four (24)-hour period they should not return to the Pool for the subsequent twenty-four (24) hours.

FITNESS CENTER POLICIES

All Patrons and Guests using the Fitness Center 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 for or violation of the District's policies and rules and misuse or destruction of Fitness Center equipment may result in the suspension or termination of Amenity privileges.

Please note that the Fitness Center is an unattended facility and persons using the facility do so at their own risk. Persons interested in using the Fitness Center are presumed to have

consulted with a physician prior to commencing a fitness program and assume the risks inherent with exercise.

1. *Hours:* Use of the Fitness Center is permitted only during the posted hours. Any Patron using the Fitness Center outside of the posted hours will be responsible for reimbursing the District for any fees or charges incurred in responding to the Fitness Center security alarm.
2. *Emergencies:* For all emergencies, call 911 immediately. All emergencies and injuries must also be reported to the District Manager and, if present, Amenity Staff.
3. *Eligible Users:* Patrons and Guests sixteen (16) years of age and older are permitted to use the Fitness Center during designated operating hours. No children under sixteen (16) years of age are permitted in the Fitness Center. Guests may use the Fitness Center if accompanied by an adult Patron aged eighteen (18) or older.
4. *Proper Attire:* Appropriate clothing and footwear (covering the entire foot) must be worn at all times in the Fitness Center. Appropriate clothing includes t-shirts, tank tops, shorts (no jeans), leotards, and/or sweat suits (no swimsuits).
5. *Food and Beverage:* Food (including chewing gum) is not permitted within the Fitness Center. Beverages, however, are permitted in the Fitness Center if contained in non-breakable containers with screw top or sealed lids.
6. *Personal Training:* Except as expressly authorized by the District, personal training for fees, or solicitation of personal training services for fees, is prohibited. For purposes of this section, “personal training” shall mean provision of one-on-one fitness or exercise instruction by a person who does not have an established place of business for the primary purpose of conducting physical exercise and who holds a license or certification attesting that they are capable of providing such instruction.
7. *General Policies:*
 - (a) Each individual is responsible for wiping off fitness equipment after use.
 - (b) Use of personal trainers is not permitted in the Fitness Center.
 - (c) Hand chalk is not permitted to be used in the Fitness Center.
 - (d) Radios, tape players, CD players, and other personal music devices are not permitted unless they are personal units equipped with headphones.
 - (e) No bags, gear, or jackets are permitted on the floor of the Fitness Center or on the fitness equipment.
 - (f) Weights or other fitness equipment may not be removed from the Fitness Center.
 - (g) Please limit use of cardiovascular equipment to thirty (30) minutes and step aside between multiple sets on weight equipment if other persons are waiting.
 - (h) Please return weights to their proper location after use.
 - (i) 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.

- (j) Any fitness program operated established and run by the District may have priority over other users of the Fitness Center.

SPORT COURTS

The following rules apply to all sport courts owned and operated by the District, including but not limited to tennis courts, pickleball courts, etc., as applicable (the “Courts”):

1. *First-Come, First-Served Basis.* Courts are available for use by Patrons and Guests only on a first-come, first-served basis. When other players are waiting, Court use should be limited to one (1) hour.
2. *Attire.* All players shall be dressed in appropriate attire, which includes: shirts, tennis shoes, shorts or warm up suits. These items must be worn at all times. Hard and/or black soled shoes are restricted from the Courts.
3. *Pets.* Pets, with the exception of Service Animals, are not permitted on the Courts at any time.
4. *Food and Drinks.* Food and gum are not permitted on the Courts. Drinks must be in a non-breakable spill-proof container.
5. *Glass Containers.* No glass containers or breakable objects of any kind are permitted on the Courts.
6. *Operating Hours.* The Courts are open during the operating hours of the Amenity Center, or as otherwise posted. No one is permitted on the Courts at any other time unless a specific event is scheduled.
7. *Skateboards, Etc.* No bicycles, scooters, roller skates, roller blades or skateboards, hover boards or similar items are permitted on the Courts.
8. *Furniture.* No furniture, other than benches already provided, will be allowed on the playing surfaces of the Courts.
9. *Equipment.* Patrons are responsible for bringing their own equipment.
10. *Instruction for Fees Prohibited.* Except as expressly authorized by the District, instruction or training for fees, or solicitation of instruction or training for fees, is prohibited. This shall not prevent the District from contracting for provision of instruction as a community program for the benefit of Patrons and Guests.
11. *Fence.* Climbing the fence or tampering with any lock is prohibited.
12. *Radios.* Portable radios are prohibited on the Courts.

13. *Play at Your Own Risk.* The Courts are unattended, so all Patrons and Guests use the Courts at their own risk. All Patrons and Guests are assumed to have consulted their physician before participating in any sports activities and assume the inherent risks in participating in the same.

PLAYGROUND POLICIES

1. The Playgrounds shall be available for use from dawn to dusk.
2. For all emergencies, call 911 immediately. All emergencies and injuries must also be reported to the District Manager and any Amenity Staff on site.
3. For the protection of equipment designed for the use by small children, Patrons over the age of 12 are not permitted to play on the equipment.
4. No roughhousing or horseplay on the Playgrounds.
5. Persons using the Playgrounds must clean up all food, beverages and miscellaneous trash brought to the Playgrounds.
6. The use of profanity or disruptive behavior is prohibited.

FIRE PIT POLICIES

1. Use of the Fire Pits is available on a first-come, first-served basis.
2. Only Patrons eighteen (18) years of age or older may operate the Fire Pits.
3. Glass and other breakable items are not permitted around the Fire Pits.
4. Alcoholic beverages are not permitted around the Fire Pits.
5. Patrons must fully turn off the Fire Pit after use; violators will be prohibited from future use.

TRAIL POLICIES

The following rules apply to the District's walking trails:

1. *Vehicles.* Trails are open to all forms of non-motorized transportation unless otherwise posted. Pedestrians have the right-of-way on trails unless otherwise posted. Bicycles and other "wheeled" travelers must yield to hikers.
2. *Hours of Operation.* Trails may be used from dawn until dusk.
3. *Approved Programs.* All events, races, and competitions must be facilitated by the District.
4. *Safety.* Proper control must be maintained at all times. Speed should be restricted to safe levels appropriate for existing trail conditions. Faster users should pass on left and announce

their intention before passing. Avoid single-tracks when raining or muddy; traffic on wet trails causes damage.

5. *Designated Trails.* Trail users must stay on existing designated trails.
6. *Vegetation.* Do not disturb vegetation or wildlife.
7. *Wildlife.* Wildlife may be present on the trails. Users are advised to exercise caution.

LOSS OR DESTRUCTION OF PROPERTY OR INSTANCES OF PERSONAL INJURY

Each Patron and Guest, as a condition of invitation to the premises of the Amenities, shall assume sole responsibility for his or her property and persons. The District and its contractors shall not be responsible for the loss of damage to any private property used or stored on the premises of the Amenities. Use is at the Patron's and Guest's own risk.

No person shall relocate or remove from the Amenity Facilities premises 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 the Patron and his or her Guests, invitees or any family members at the Amenities, and at any activity or function operated, organized, arranged or sponsored by the District or its contractors. 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, invitee 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 or its contractors or Patrons, either on or off the Amenities premises, shall do so at his or her own risk, and shall defend and hold the District and its Board, employees, staff, representatives, contractors, and 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 or omission of the District or its respective Board, employees, staff, representatives, contractors, and agents. Any Patron shall have, owe, and perform the same obligation to the District and its respective Board, employees, staff, representatives, contractors, and agents hereunder in respect to any loss, cost, claim, injury, damage or liability sustained or incurred by any guest, invitee or family member of such Patron.

Should any party bound by these District Policies bring suit against the District or its affiliates, officers, employees, representatives, contractors or agents in connection with any event operated, organized, arranged or sponsored by the District or its contractors or its Patrons or any other claim or matter in connection with any event operated, organized, arranged or sponsored by the District, its contractors or its Patrons and fail to obtain judgment therein against the District or its Amenity Center 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).

PART II: DISCIPLINARY & ENFORCEMENT RULE

Law Implemented: ss. 120.69, 190.011, 190.012, Fla. Stat. (2021)
Effective Date: June 1, 2021

SUSPENSION AND TERMINATION OF PRIVILEGES

1. Introduction. This rule addresses disciplinary and enforcement matters relating to the use of the amenities and other properties owned and managed by the District (“Amenities” or “Amenity”).

2. General Rule. All persons using the Amenities and entering District properties are responsible for compliance with, and shall comply with, the Amenities Rules established for the safe operations of the District’s Amenities.

3. Suspension of Rights. The District, through its Board, District Manager, and General Manager, shall have the right to restrict, suspend, or terminate the Amenity privileges of any person to use the Amenities for any of the following behavior:

- a. Submits false information on any application for use of the Amenities;
- b. Permits the unauthorized use of a Key Fob or otherwise allows unauthorized use;
- c. Exhibits unsatisfactory behavior, deportment or appearance;
- d. Fails to pay amounts owed to the District in a proper and timely manner;
- e. Fails to abide by any District rules or policies (e.g., Amenity Rules);
- f. Treats the District’s supervisors, staff, general/amenity management, contractors, or other representatives, or other residents or guests, in an unreasonable or abusive manner;
- g. Damages or destroys District property;
- h. Engages in conduct that is improper or likely to endanger the health, safety, or welfare of the District, or its supervisors, staff, amenities management, contractors, or other representatives, or other residents or Guests; or
- i. Commits or is alleged, in good faith, to have committed a crime on or off District property that leads the District to reasonably believe endangers District residents, staff and Guests.

4. Authority of District Manager and Onsite Staff. The District Manager, other onsite staff, or their designee has the ability to remove any person from one or all Amenities if any of the above-referenced behaviors are exhibited or actions committed or if in his/her discretion it is the District’s best interests to do so. The District Manager, onsite staff or their designee may at any time restrict or suspend for cause or causes, including but not limited to those described above, any person’s privileges to use any or all of the Amenities until the next regularly scheduled meeting of the Board of Supervisors.

5. Process for Termination or Suspension of Amenity Privileges.

- a. Offenses:
- i. First Offense: Verbal warning by District Manager or Amenity staff and suspension from the Amenities for up to one week from the commencement of the suspension. Violation is recorded by District Manager or Amenity staff, signed by the individual offender(s), and held on file at the Amenity.
 - ii. Second Offense: Automatic suspension of all Amenity privileges for up to thirty days from the commencement of the suspension, with the preparation by District Manager or Amenity staff of a written report to be signed by the offender(s) and filed at the Amenity.
 - iii. Third Offense: Suspension of all Amenity privileges for up to one year. Such suspension shall run to the next regular meeting of the Board of Supervisors. At said meeting, the record of all previous offenses will be presented to the Board for recommendation of termination of the offender(s) privileges for one calendar year. The length of the suspension is in the discretion of the Board and may be for more or less than one year, depending on the nature of the violation.
- b. Each offense shall expire one year after such offense was committed, except in cases of egregious behavior that, in the discretion of the Board, may warrant a longer or even permanent suspension. After the expiration of one year, or longer as provided for herein, the number of offenses on record for such offender(s) shall be reduced by one. For example, if a first offense is committed on February 1 and a second offense on August 1, there will be two offenses on record until February 1 of the following year, at which time the first offense will expire, and the second offense will thereafter be considered a first offense until it expires on the following August 1. The provisions of this Paragraph shall not at any time serve to reduce any suspensions or terminations, which may have been imposed prior to the expiration of any offenses.

Notwithstanding the foregoing, any time a user of the Amenity is arrested for an act committed, or allegedly committed, while on the premises of the Amenity, or violates these Policies in a manner that, in the discretion of the District Manager or Amenity staff upon consultation with one Board member, justifies suspension beyond the guidelines set forth above, such offender(s) shall have all amenity privileges immediately suspended until the next Board of Supervisors meeting. At the Board meeting, the Board will be presented with the facts surrounding the arrest or violation and the Board may make a recommendation of suspension or termination of the offender(s) privileges, which suspension or termination may include members of the offender(s) household and may, upon the first offense, equal to or exceed one year. In particular situations that pose a long term or continuing threat to the

health, safety and welfare of the District and its residents and users, permanent termination of Amenity privileges may be considered and warranted.

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

6. Legal Action; Criminal Prosecution. If any person is found to have committed any of the infractions noted in Section 3 above, such person may additionally be subject to arrest for trespassing or other applicable legal action, civil or criminal in nature.

7. Fines. In the event of an infraction involving the commission of a crime on District property, resulting in law enforcement response to District property, or involving damage to or destruction of District property, the District may in its discretion assess a fine of up to \$500 in order to offset the legal and administrative expenses incurred by the District. Such fine shall be in addition to any suspension or termination of amenity privileges and/or any applicable legal action warranted by the circumstances. Additionally, the District may in its discretion hold any person who damages District property responsible for the cost of repairing or replacing such District property.

8. Severability. If any section, paragraph, clause or provision of this rule shall be held to be invalid or ineffective for any reason, the remainder of this rule shall continue in full force and effect, it being expressly hereby found and declared that the remainder of this rule would have been adopted despite the invalidity or ineffectiveness of such section.