

**CHARLES COVE
COMMUNITY DEVELOPMENT DISTRICT**

Amenity Facilities Policies

October 21, 2020

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 from the Property Owner.

DEFINITIONS

“Amenity Facilities” – shall mean the properties and areas owned by the District and intended for recreational use and shall include, but not specifically limited to the pool and pool deck area, playground, and multi-purpose field, together with their appurtenant facilities and areas.

“Amenity Facilities Policies” or “Policies” – shall mean these Amenity Facilities Policies of Charles Cove 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” – shall mean the Charles Cove Community Development District’s Board of Supervisors.

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

“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 Charles Cove 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.

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.

GENERAL AMENITY FACILITIES PROVISIONS

- (1) Patrons must use their assigned Key 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.

- (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, as set forth below. 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 the District named 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 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.
- (10) The Board of Supervisors, District Manager, and personnel of the Amenity Facilities have full authority to enforce these policies.
- (11) A facility Key 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 for entrance to the Amenity Facilities. The Key should not be given out to non-residents. A maximum of two (2) Keys will be issued per residential unit.
- (12) For *damaged* Keys - Property owners will be charged to replace a damaged Key in accordance with the Amenity Fee Schedule. Please contact the District Manager for instructions on how to obtain a replacement Key. Damaged Keys must be mailed or brought to the District Manager's office prior to obtaining a replacement.
- (13) For *lost* or *stolen* Keys – Property owners will be charged to obtain a new Key in accordance with the Amenity Fee Schedule. Please contact the District Manager to initiate the replacement process. Please note that all lost or stolen Keys will be deactivated for security reasons.
- (14) Smoking 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 Charles Cove Community Development District or the Amenity Facilities.
- (20) The Amenity Facilities will not offer childcare 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 for any and all loss, cost, claim, injury damage or liability sustained or incurred by him or her, resulting there from and/or from any act of omission of the District, or their respective operators, Supervisors, employees, representatives, contractors, or agents. Any Patron shall have, owe, and perform the same obligation to the District and their respective operators, Supervisors, employees, representative, contractors, and agents hereunder in respect to any loss, cost, claim, injury, damage or liability sustained or incurred by any guest or family member of such Patron.

- 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 Keys. 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 are not permitted in the pool area.
- (9) Children under three (3) years of age, and/or those who are not reliably toilet trained, must wear rubber lined swim diapers, as well as a swimsuit over the swim diaper, to reduce the health risks associated with human waste in the swimming pool/deck area.
- (10) Play equipment, such as floats, rafts, snorkels, dive sticks, and flotation devices must meet with Amenity staff approval 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 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 watercraft 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.
- (27) Food and drink are permitted only in the covered pool deck area.
- (28) Personal charcoal barbeque grills are permitted to be used outside of the fenced swimming pool area. Under no circumstance may barbeque grills be used within the fenced swimming pool area including the covered pool deck area. Patrons are responsible for cleaning up after such use and properly disposing of charcoal and/or ashes.

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/or 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 area, picnic tables and playground, are not available for private rental and shall remain open to other Patrons and their Guests during normal operating hours. Patrons may use the covered pool deck area and picnic tables for gatherings on a first come, first served basis provided such use does not unreasonably interfere with the use or enjoyment of the facilities by other Patrons and the area remains open to other Patrons and their Guests. The standard Guest policy (four (4) persons per Patron) shall remain in full force and effect at all times.

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 Charles Cove Community Development District on October 21, 2020.

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

EXHIBIT A
AMENITY FEE SCHEDULE

Category	Proposed Fee
Non-Resident User Fee	\$2,500.00
Initial Key	\$10.00
Replacement of Damaged Key	\$30.00
Replacement of Lost or Stolen Key	\$50.00

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.
 - Permits unauthorized use of a Key.
 - Exhibits unsatisfactory behavior, deportment or appearance.
 - Fails to abide by the Rules and Policies established for the use of Amenity Facilities.
 - 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.