

# **ARMSTRONG COMMUNITY DEVELOPMENT DISTRICT**



## **AMENITY FACILITY POLICY**

**Revised November 9, 2023**

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## **DEFINITIONS**

**Amenity Center 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 its appurtenant facilities and areas.

**Amenities Policies or Policies** – shall mean these Policies regarding the District Amenity Facilities. Except where otherwise specified, the terms “Pool”, and “Swimming Pool” shall mean the swimming pool. “Pool Area” shall mean all of the above, plus any adjacent decks, shade structures and other property or improvements within the fenced area surrounding the pool.

**Board of Supervisors or Board** – shall mean the Board of Supervisors of the District.

**Community Club** – shall mean a group of two (2) or more self-organized Residents, Renters and/or Non-Resident Members with a common hobby or recreational, social, service and/or cultural interest that has applied for and received such designation from the Board.

**District** – shall mean the Armstrong Community Development District.

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

**Facility Manager** – shall mean the management company, including its employees, staff and agents, contracted by the District to manage the Amenity Facilities.

**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.

**Non-Resident** – shall mean any person or Family not owning property in the District who is paying the Annual User Fee to the District.

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

**Patron or Patrons** – shall mean Residents, Non-Resident Patrons, and Renters.

**Patron household** - shall be defined as all members of a Patron’s household. Unless specified elsewhere, each member of a Patron Household shall be considered to be a Patron.

**Renter** – shall mean any tenant residing in a Resident’s home pursuant to a valid rental or lease agreement.

**Resident** – shall mean any person, spouse or registered domestic partner of a person or family owning property within the District.

### **ACCESS CARDS**

1. Access cards may be issued to all members of each Resident's household and/or Non-Resident Members. There is a charge to replace lost or stolen cards or purchase new cards.
2. Under no circumstance should a Patron Provide an access card to another person to allow him or her to use the Amenities.
3. Patrons will be required to sign a waiver of liability before using the Amenity Facilities.
4. Patrons may be required to present their Access card or guest passes upon request by staff at the Amenity Facilities.
5. Non-Transferrable. Access Cards are the property of the District and are non-transferable except in accordance with the District's rules and policies.

### **NON-RESIDENT ANNUAL USER FEE**

The Non-Resident Annual User Fee for any person not owning or renting real property within the District is \$3,000. This payment must be paid in full at the time of completion of the Non-Resident application and the corresponding agreement. This fee will cover membership to the Amenity Facilities for one (1) fiscal year, October 1st through September 30th of following year, prorated if applicable. Each subsequent annual membership fee shall be paid in full by October 1st. Such fee may be increased by action of the Board. This membership is not available for commercial purposes.

### **RATES AND FEES**

Non-Resident Annual User Fee	\$3,000.00
Pavilion Rental Fee	\$100.00 for 4 hours
Pavilion Rental Deposit	\$250.00
Access Card New & Replacement Fee	\$25.00

### **HOMEOWNERS ASSOCIATION USE OF FACILITIES**

1. Each Homeowners Association may use the Amenity Facilities without being required to pay an Annual User Fee and/or a room rental fee. The District may limit or terminate a Homeowners Association's use of the Amenity Facilities at any time.
2. Any Homeowners Association that uses the Amenity Facilities shall be responsible for the cost of repairing any damage to the Amenity Facilities occurring during Homeowners' Association events.

## **COMMUNITY CLUB USE OF FACILITIES**

1. Each Community Club may use the Amenity Facilities for a function without being required to pay an Annual User Fee and/or a room rental fee. The District may limit or terminate a Community Club's use of the Amenity Facilities at any time, including but not limited to circumstances in which the Community Club proposes to host an event or function in which the primary attendance at such event or function is not Residents, Renters and/or Non-Resident Members (i.e. a wedding, birthday party, etc.).
2. Any Community Club that uses the Amenity Facilities shall be responsible for the cost of repairing any damage to the Amenity Facilities occurring during the Community Club's events.
3. The District may revoke an organization's status under these policies as a Community Club at any time.

## **GUEST POLICY**

1. Except where specified otherwise, Patron households are limited to a maximum of five (5) guests at any time.
2. All guests must be accompanied by the Patron when using the Amenity Center.
3. Residents, Non-Resident Members and Renters who have a Guest are responsible for any and all actions taken by such Guest. Violation by a Guest of any of these Policies as set forth by the District could result in loss of that Resident's, Non-Resident Member's and Renter's privileges and/or membership.

## **RENTER'S PRIVILEGES**

1. Residents who rent 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 Resident's membership privileges for purposes of Amenity Facilities use.
2. In order for the Renter to be entitled to use the Amenity Facilities, the Renter may be required to acquire a membership with respect to the residence which is being rented or leased as well as obtain an Access card. A Renter who is designated as the beneficial user of the Resident's membership shall be entitled to the same rights and privileges to use the Amenity Facilities as the Resident.
3. During the period when a Renter is designated as the beneficial user of the membership, the Resident shall not be entitled to use the Amenity Facilities with respect to that membership.
4. Residents shall be responsible for all charges incurred by their Renters which remain unpaid after the customary billing and collection procedure established by the District. Residents are responsible for the department of their respective Renter.

5. Renters shall be subject to rules and regulations as the Board may adopt from time to time.

### **GENERAL FACILITY PROVISIONS**

1. The Board reserves the right to amend, modify, or delete, in part or in their entirety, these Policies at a duly-noticed Board meeting, however, in order to change or modify rates or fees beyond any increases that may be specifically allowed for by the District's rules and regulations, the Board must hold a duly-noticed public hearing on said rates and fees.
2. All Patrons must use their access card for entrance to the Amenity Center. All Patrons must present their Access Card upon request by staff at any Amenity Facility.
3. Except where specified otherwise, children under the age of fifteen (15) years must be accompanied by an adult at least eighteen (18) years of age or older.
4. All hours of operation, including holiday schedules, of the Amenity Facilities will be established by the District and Facility Manager.
5. Smoking (including e-cigarettes) and the use of tobacco products is not permitted anywhere on/within the Amenity Facilities including but not limited to the fitness center, covered outdoor pavilion, swimming pool, swimming pool deck area, basketball courts, playground, or dog park.
6. Dogs and all other pets (with the exception of service animals) are not permitted in the Amenity Facilities. In the event a special event is held, as previously approved by the Facility Manager, and dogs are permitted at the Amenity Facilities as part of the special event, they must be leashed. Patrons are responsible for picking up after all pets and disposing of any waste in a designated pet waste receptacle or an outdoor dumpster as a courtesy to residents.
7. Vehicles must be parked in designated areas. Vehicles should not be parked on grass lawns, in any way which blocks the normal flow of traffic or in any way that limits the ability of emergency service workers to respond to situations. The Facility Manager reserves the right to waive this parking restriction in the event overflow parking is needed for a large event.
8. Fireworks of any kind are not permitted anywhere at or on the Amenity Facilities or adjacent areas; however, notwithstanding this general prohibition, the Board may approve the use of fireworks over a body of water.
9. Only District employees, contractors, or employees of the Facility Manager are allowed in the service areas of the Amenity Facilities.
10. The Board (as an entity), the Facility Manager and its staff shall have full authority to enforce these policies. However, the Facility Manager shall have the authority to waive strict application of any of these Policies when prudent, necessary or in the best interest of the District and its Residents. Such a temporary waiver of any policy by the Facility Manager shall not constitute a continuous, ongoing waiver of said policy, and the Facility Manager reserves the right to enforce all of these policies at any time he or she sees fit.

11. All lost or stolen Access cards should be reported immediately to the Facility Manager's office.
12. A fee will be assessed for any replacement cards as set forth herein.
13. Disregard for rules or policies may result in expulsion from the Amenity Facilities and/or loss of Amenity Facilities privileges in accordance with the procedures set forth herein.
14. Pool rules that are posted in the appropriate area must be observed.
15. Patrons shall treat all staff members with courtesy and respect.
16. Off-road motorbikes/vehicles are prohibited on all property owned, maintained and operated by the District including, but not limited to, the Amenity Facilities.
17. Skateboarding is not allowed on the Amenity Facilities property at any time.
18. Performances at the Amenity Facilities, including those by outside entertainers, must be approved in advance by the Facility Manager.
19. Commercial advertisements shall not be posted or circulated in the Amenity Facilities.
20. Petitions, posters or promotional material shall not be originated, solicited, circulated or posted on Amenity Facilities property unless approved in writing by the Facility Manager.
21. The Amenity Facilities shall not be used for commercial purposes without written permission from the Facility Manager and the District Manager. The term "commercial purposes" shall mean those activities which involve, in any way, the provision of goods or services for compensation or advertising.
22. Firearms or any other weapons are prohibited in the Amenity Facilities during any governmental meetings or functions, including those of the District, and as otherwise prohibited in the Amenity Facilities in accordance with Florida Law.
23. The Facility Manager reserves the right to authorize all programs and activities, including the number of participants, equipment and supplies usage, facility reservations, etc., at all Amenity Facilities, except usage and rental fees that have been established by the Board. The Facility Manager also has the right to authorize management-sponsored events and programs to better serve the Patrons, and to reserve any Amenity Facility for said events (if the schedule permits) and to collect revenue for those services provided. This includes, but is not limited to, various athletic events, cultural programs and social events. Should the District be entitled to any of these revenues based on its established rental or usage fees, the Facility Manager will be required to compensate the District accordingly.
24. Loitering (the offense of standing idly or prowling in a place, at a time or in a manner not usual for law-abiding individuals, under circumstances that warrant a justifiable and reasonable alarm or immediate concern for the safety of persons or property in the vicinity) is not permitted at the Amenity Facilities.

25. All Patrons shall abide by and comply with any and all federal, state and local laws and ordinances while present at or utilizing the Amenity Facilities, and shall ensure that any minor for whom they are responsible also complies with the same.
26. There shall be no overnight parking in the Amenity Facility parking lot unless the owner of vehicle notifies the Facility Manager and obtains a 24-hour parking pass. See the Parking and Towing Policy.
27. Public displays of affection, which in the discretion of the Facility Manager are inconsistent with the family-oriented nature of the Amenity Facilities, are prohibited.

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

1. Each Patron assumes 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 or in any of the Amenity Facilities.
2. 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, which is caused by the Patron or the Patron's family member(s). The District reserves the right to pursue any and all legal and equitable measures necessary to remedy any losses it suffers due to property damage or personal injury caused by a Patron or the Patron's family member(s).
3. 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' owners, the District, the Board, 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 therefrom 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 its respective operators, supervisors, employees, representatives, contractors, and agents hereunder with respect to any loss, cost, claim, injury, damage or liability sustained or incurred by any family member of such Patron.

### **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 Amenity Facilities. 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 FACILITY USAGE POLICY**

All Patrons using the Amenity Facilities are expected to conduct themselves in a responsible, courteous and safe manner, in compliance with all District policies and rules governing the Amenity Facilities. Violation of the Policies and/or misuse or destruction of Amenity Facility equipment may result in the suspension or termination of Amenity Facility privileges with respect to the offending Patron in accordance with Policies set forth herein.

1. Hours: 5:00 a.m. to 10:00 p.m. The Amenity Facilities are available for use by Patrons during normal operating hours to be established and posted by the District and Facility Manager.
2. Emergencies: After contacting 911 if required, all emergencies and injuries must be reported to the Facility Manager (phone number 904-203-7112) and to the office of the District Manager (phone number 904-940-5850).
3. District Equipment: Any Patron utilizing District equipment is responsible for said equipment. If, as a result of the use of the equipment it is damaged, missing pieces or is in worse condition than when it was when usage began, that Patron will be responsible to the District for any cost associated with repair or replacement of the equipment.

### **GENERAL SWIMMING POOL RULES**

#### ***NO LIFEGUARD ON DUTY – SWIM AT YOUR OWN RISK***

1. Hours: Swimming is permitted only during the daylight hours from dawn to dusk or as posted at the pool, and such hours are subject to change at the discretion of Facility Manager. Patrons swim at their own risk and must adhere to swimming pool rules at all times. Night Swimming is prohibited under State codes specified in paragraph 64E-9.006(2)(C), F.A.C. Night Swimming shall be considered one half hour before sunset to one half hour after sunrise.
2. No pushing, running, throwing any item or other horseplay is allowed in the pool or on the pool deck area.

3. Diving is prohibited.
4. Radios, tape players, CD players, MP3 players, televisions or other electronic devices used to play music or other form of entertainment are not permitted unless they are personal units equipped with headphones or for scheduled activities such as water aerobics classes.
5. Showers are required before entering the pool.
6. Glass containers are prohibited.
7. Children under three (3) years of age, and those who are not reliably toilet trained, must wear rubber lined swim diapers, as well as a swimsuit over the swim diaper, to reduce the health risks associated with human waste in the swimming pool/deck area.
8. Play equipment, such as floats, rafts, snorkels, dive sticks, flotation devices and other recreational items such as balls and pool toys must meet with staff approval. 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 causes a safety concern or annoyance to other users of the facility.
9. Pool availability may be limited or rotated in order to facilitate maintenance of the facility. Depending upon usage, the pool may be closed for various periods of time to facilitate maintenance and to maintain health code regulations.
10. Pets (except service dogs), bicycles, skateboards, roller blades, scooters and golf carts are not permitted on the pool deck area inside any Amenity Facility gates at any time.
11. The Facility Manager reserves the right to authorize all programs and activities (including the number of participants, equipment and supplies usage, etc.) conducted at the pool, including swim lessons and aquatic/recreational programs.
12. Any person swimming during non-posted swimming hours may be suspended or terminated from using the facility.
13. Proper swim attire (no cutoffs) must be worn in the pool.
14. No chewing gum is permitted in the pool or on the pool deck area.
15. For the comfort of others, the changing of diapers or clothes is not allowed poolside.
16. No one shall pollute the pool. Anyone who pollutes the pool will be liable for any costs incurred in treating and reopening the pool.
17. Radio controlled watercraft are not allowed in the pool or the pool area.
18. Pool entrances must be kept clear at all times.
19. No swinging on ladders, fences, or railings is allowed.

20. Pool furniture is not to be removed from the pool area, thrown, or placed in the pool or otherwise disturbed.
21. No furniture, personal items, food, or drink is allowed within 48 inches of the pool's edge.
22. Loud, profane, or abusive language is prohibited.
23. No physical or verbal abuse will be tolerated.
24. The District is not responsible for lost or stolen items.
25. Chemicals used in the pool may affect certain hair or fabric colors. The District is not responsible for these effects.
26. The pool and deck area may not be rented at any time; however, access may be limited at certain times for various District functions, as approved by the Board and/or Facility Manager.

### **SWIMMING POOL THUNDERSTORM POLICY**

The Facility Manager will control whether swimming is permitted in inclement weather, and the pool facility may be closed or opened at his or her discretion. During periods of heavy rain, thunderstorms and other inclement weather, the Pool Area will be closed, whether staff is present or not. If heavy rain, thunder and/or lightning occur, everyone will be required to exit the pool and pool areas at the first sound of thunder and/or first sighting of lightning for a waiting period of at least 30 minutes. At any point during the 30-minute waiting period, if thunder and/or lightning is heard or seen, the waiting period will be extended 30-minutes from the last sighting or sound.

### **FITNESS CENTER POLICY**

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

1. Hours: The Fitness Center is available for use by Patrons and guests during the hours of 5:00 a.m. to 10:00 p.m.
2. Eligible Users: Patrons and guests fifteen (15) years of age and older are permitted to use the fitness center during designated operating hours. No children thirteen (13) years of age and under are permitted to use the Fitness Center. At any given time, a Patron at least eighteen (18) years of age may accompany up to two (2) guests at the Fitness Center.
3. Food and Beverage: Food 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. Alcoholic beverages are not permitted.

4. Appropriate attire and footwear (Example: Fitness Footwear) must be worn at all times in the Fitness center. Appropriate attire includes t-shirts, tank tops, shorts, and/or athletic wear (no swimsuits). Wet bathing suits are not allowed in the Fitness Center.
5. Each individual is responsible for wiping off fitness equipment after use using antiseptic wipes provided by the District.
6. Use of personal trainers is permitted in the District fitness centers. Personal trainers must be preapproved by the Facility Manager prior to personal training session.
7. Hand chalk is not permitted to be used in the fitness center.
8. Radios, tape players, MP3 players, CD players or other electronic devices used to play music or other forms of entertainment are not permitted unless they are personal units equipped with headphones.
9. No bags, gear, or jackets are permitted on the floor of the fitness center or on the fitness equipment. Use hooks provided by the Amenity Center.
10. Fitness equipment may not be removed from the fitness center. Weights must remain in the designated free weights area.
11. Please limit use of cardiovascular equipment to thirty (30) minutes and step aside between multiple sets on weight equipment if other people are waiting.
12. Please be respectful of others. Allow other Patrons to also use equipment, especially the cardiovascular equipment.
13. Please replace weights to their proper location after use.
14. 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 and must be kept in designated area.
15. Any fitness program operated, established and run by the Facility Manager may have priority over other users of the District fitness centers.

### **GENERAL FACILITY RESERVATION POLICY**

Patrons may reserve certain portions of the Amenity Center for private events. Only the covered outdoor pavilion is available for rent. Persons interested in doing so, shall contact the Amenity Manager regarding the anticipated date and time of the event to determine availability.

Please note that the Amenity Center is unavailable for private events on Memorial Day Weekend, Labor Day Weekend or any other weekend on which a federal holiday falls on either a Monday or Friday (with exception of Martin Luther King Day, Washington's Birthday, Columbus Day and Veterans Day) as well as the following holidays/weekends:

Easter Sunday	Memorial Day & Labor Day
4 <sup>th</sup> of July	Thanksgiving
Christmas Eve & Christmas Day	New Years Eve & New Years Day

1. Available Facilities: Only the covered outdoor pavilion is available for private rental for four (4) hours increments. The rental time period includes set-up and clean-up.

The pool and pool deck are not available for private rental and shall remain open to other Patrons and their guests during normal operating hours. The Patron renting the outdoor covered pavilion shall be responsible for any and all damage and expenses arising from the event.

2. Reservations: Reservations can be made only in person by submitting a completed reservation form to the Amenity Manager. Reservations must be made at least (thirty) 30 days in advance. At the time of approval, two (2) checks or money orders (NO CASH) and completed rental application shall be submitted to the Amenity Manger in order to complete the reservation. The Amenity Manger will review the Facility Rental 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.

- One (1) check should be in the amount of the rental fee and the second check should be in the amount of the deposit (\$250).
- Checks or money orders are to be made out to the *Armstrong Community Development District*.

There are no personal “standing” reservations allowed for the facilities listed in the reservation policy.

Anyone renting the Amenity Facility must sign and execute a Rental Agreement acceptable to the District. Regardless of whether the Rental Agreement is executed, the Patron is bound by the Rental Agreement, which is incorporated herein by this reference.

Late arrivals or no shows: Reservations will be held for fifteen (15) minutes past the scheduled start time before re-assigning the reservation time slot. If the renter wishes to cancel a reservation, the cancellation must be communicated to the District no later than thirty days prior to the scheduled event to receive 100% of the rental fee and deposit. If the event is cancelled less than 30 days prior to the event 100% of the security deposit and 0% of the rental fee will be returned.

3. Fees and Deposits: The rental rates and deposits for use of the outdoor covered pavilion are as set forth in the District’s rules. The deposit will secure the rental time, location and date.

Refund of Deposit: To receive the full refund of the deposit, the following must be completed where applicable:

- Ensure that all garbage is removed and placed in the dumpster.
- Remove all decorations, displays, favors or remnants of event.
- Restore the furniture and other items to their original position.
- Wipe off counters, tabletops, sink area, windows, and replace garbage liner in the rented area.
- Ensure that no damage has occurred to the Amenity Center and its property.
- Patron and Patron's guests are required to adhere to all Amenity Center and Pool rules and regulations.
- Failure to comply with such rules and regulations may result in the forfeiture of Patron's deposit.

The District may retain all or part of any deposit if the District determines, in its sole discretion, that it is necessary to repair any damages (including any clean-up costs) arising from the rental.

Deposit checks will be returned only to the Patron who completed the Facility Rental Application or to a party designated by the Patron at the time of submittal of the Facility Rental Application. Photo identification shall be required for the return of deposit checks.

4. General Policies:

- Patrons are responsible for ensuring that their guests adhere to the policies set forth herein.
- Participants that are not Patrons, must leave the facility at the conclusion of the private event.
- The capacity limit shall not be exceeded at any time for a party or event.
- The volume of live or recorded music must not violate applicable Clay County noise ordinances, or unreasonably interfere with residents' enjoyment of their homes.
- Event liability Coverage may be required on a case-by-case basis in the discretion of the Board of Supervisors. Additional liability insurance coverage may be required for all events that are approved to serve alcoholic beverages, or for other events that the District determines in its sole discretion should require additional liability insurance. The District is to be named on these policies as an additional insured party.

**BASKETBALL AND TENNIS FACILITY POLICY**

1. Hours: The basketball and tennis courts shall be available for use from dawn to dusk.
2. Proper basketball/tennis or athletic shoes and attire are required at all times while on the courts. Shirts must be worn.
3. The basketball and tennis facilities are for the play of basketball and tennis, respectively.
4. Pets, roller blades, bikes, skates, skateboards and scooters are prohibited from use at the facility.
5. Beverages are permitted at the basketball and tennis facilities if they are contained in non-

breakable containers with screw top or sealed lids.

6. No chairs are permitted on the basketball or tennis courts.
7. Please clean up court after use.
8. The basketball and tennis courts may be reserved by the District for District-sponsored events or functions.

### **MULTI-PURPOSE FIELD POLICY**

Our community offers a multi-purpose field. The following policies apply:

1. First Come Basis. The field is available for use by Patrons only on a first come first serve basis.
2. Vehicles. No bicycles, scooters, skate boards, hover boards or other equipment or vehicles with wheels are permitted.
3. Chalking. Chalking or marking the field must be approved in advance and proper marking materials must be used.
4. Glass Containers. No glass containers or breakable objects of any kind are permitted on the field.
5. Pets. Pets must be kept on leash, and Patrons must pick up and dispose of pet waste in appropriate receptacles.
6. Equipment. Patrons are responsible for bringing their own equipment.
7. Golfing. Golfing is not permitted on the field.
8. Sports Instruction. Except as expressly authorized by the District, sports instruction for fees, or solicitation of sports instruction for fees, is prohibited.

### **PLAYGROUND POLICY**

The District provides a playground for Patrons to enjoy with their children. The following guidelines apply:

1. Hours: The Playground shall be available for use from dawn to dusk.
2. Patrons may use the playground at their own risk.
3. Adult supervision (eighteen years and older) is required for children under the age of eight (8). Children must remain in the sight of parents/guardians. All children are expected to play

cooperatively with other children.

4. Proper footwear is required and no loose clothing, especially with strings should be worn.
5. The mulch material is necessary for reducing fall impact and for good drainage. It is not to be picked up, thrown, or kicked for any reason.
6. No food, drinks or gum are permitted at the playground. Glass containers and other breakable items are prohibited.
7. No pets of any kind are permitted at the playground.
8. No jumping off from any climbing bar or platform.
9. Profanity, rough-housing, and disruptive behavior are prohibited.
10. If anything is wrong with the equipment or someone gets hurt, notify the District immediately.

### **DOG PARK POLICY**

The District provides a dog park for Patrons to enjoy with their pets. The following guidelines apply:

1. The park's operating hours are dawn to dusk.
2. The park is not staffed and shall be used at the user's own risk. The Armstrong Community Development District is not responsible for injuries to visiting dogs, their owners, or others using the park.
3. Dispose of trash in proper receptacle.
4. Park for use by residents, patrons and guests only.
5. All owners are responsible for the behavior of their dogs at all times.
6. Dogs must be leashed while entering and exiting dog park.
7. Dog waste must be cleaned up by owner immediately.
8. Owners must be within dog park and supervising their dog with leash readily available.
9. Handler must be at least 16 years of age.
10. Children under 12 must be accompanied by an adult and supervised at all times.
11. Aggressive dogs must be removed immediately.



12. Dogs should be under voice control.
13. Dogs must wear current county tags and have a current rabies vaccination.
14. Owner must immediately fill in any holes dug by their dogs.
15. Dogs in heat are not allowed in the park.
16. Limit three dogs per adult dog handler.
17. Puppies under four months of age shall not enter the dog park.
18. Human or dog food inside the dog park is prohibited.
19. Dog toys are not permitted inside the dog park.
20. The dog park is designated a “No Smoking” area.

### **LAKE OR POND AREAS: FISHING POLICY**

The lakes and ponds throughout the community are not designed for swimming or boating but may be used by Patrons and Guests for fishing as set forth herein. We ask that you respect your fellow landowners and access the ponds through the proper access points. The District has a catch and release policy for all fish caught in the ponds. The ponds are not intended for anything but catch and release, as they are mostly retention ponds and man-made lakes. The purpose of the ponds is to help facilitate the District’s natural water system for run off and overflow. The ponds are not to State code for keeping your catch so please protect yourself and the fish population and return them to the water. The following additional guidelines apply:

1. Please be respectful of the privacy of the residents living near the ponds.
2. Children under the age of fifteen must be accompanied by adults when fishing.
3. Parking along the county right of way or on any grassed area near the ponds is prohibited. It is recommended that residents wishing to fish walk or ride bicycles to the ponds.
4. Do not leave fishing poles, lines, equipment or bait unattended.
5. Do not leave any litter. Fishing line is hazardous to wildlife.
6. Do not feed the wildlife anything, ever.
7. Fish caught from the lakes may not be edible since the lakes are designed to detain pollutants. Catch and release is required.

8. Swimming is prohibited in all ponds on District property.
9. No watercrafts of any kind are allowed in any of the ponds on District property.
10. Licensing requirements from other governmental agencies may apply. Check the regulations.

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

1. Introduction. This rule addresses disciplinary and enforcement matters relating to the use of the Amenity Facilities.
2. General Rule. All persons using the Amenity Facilities and entering District properties are responsible for compliance with the Policies and Rules established for the safe operations of the Amenity Facilities.
3. Access Cards / Key Fobs. Access Cards are the property of the District. The District may request surrender of, or may deactivate, a person's access card or key fob for violation of the District's Policies and Rules established for the safe operations of the Amenity Facilities.
4. Suspension and Termination of Rights. The District shall have the right to restrict, suspend, or terminate the Amenity access of any person and members of their household to use all or a portion of the Amenities for any of the following acts (each, a "Violation"):
  - a. Submitting false information on any application for use of the Amenities, including but not limited to facility rental applications;
  - b. Failing to abide by the terms of rental applications;
  - c. Permitting the unauthorized use of an Access Card or otherwise facilitates or allows unauthorized use of the Amenities;
  - d. Exhibiting inappropriate behavior or repeatedly wearing inappropriate attire;
  - e. Failing to pay amounts owed to the District in a proper and timely manner (with the exception of special assessments);
  - f. Failing to abide by any District Policies and Rules (e.g., this Amenity Policies, Rules and Rates document);
  - g. Treating the District's staff, contractors, representatives, residents, landowners, or Patrons in a harassing or abusive manner;
  - h. Damaging, destroying, rendering inoperable or interfering with the operation of District property, or other property located on District property;
  - i. Failing to reimburse the District for property damaged by such person, or a minor for

whom the person has charge, or a guest;

- j. Engaging in conduct that is likely to endanger the health, safety, or welfare of the District, its staff, contractors, representatives, residents, landowners, or Patrons;
- k. Committing or is alleged, in good faith, to have committed a crime on or off District property that leads the District to reasonably believe the health, safety or welfare of the District, its staff, contractors, representatives, residents, landowners, or Patrons is likely endangered;
- l. Engaging in another Violation after a verbal warning has been given by staff (which verbal warning is not required); or
- m. Such person's guest or a member of their household commits any of the above Violations.

Termination of Amenity Facilities access shall only be considered and implemented by the Board in situations that pose a long term or continuing threat to the health, safety and/or welfare of the District, its staff, contractors, representatives, residents, landowners, and Patrons. The Board, in its sole discretion and upon motion of any Board member, may vote to rescind a termination of Amenity access.

- 5. Administrative Reimbursement. The Board may in its discretion require payment of an administrative reimbursement of up to Five Hundred Dollars (\$500) in order to offset the legal and/or administrative expenses incurred by the District as a result of a Violation ("Administrative Reimbursement"). Such Administrative Reimbursement shall be in addition to any suspension or termination of Amenity access, any applicable legal action warranted by the circumstances, and/or any Property Damage Reimbursement (defined below).
- 6. Property Damage Reimbursement. If damage to District property occurred in connection with a Violation, the person or persons who caused the damage, or the person whose guest caused the damage, or the person who has charge of a minor that caused the damage, shall reimburse the District for the costs of cleaning, repairing, and/or replacing the property ("Property Damage Reimbursement"). Such Property Damage Reimbursement shall be in addition to any suspension or termination of Amenity access, any applicable legal action warranted by the circumstances, and/or any Administrative Reimbursement.
- 7. Removal from Amenities. The District Manager, Amenity Manager and onsite staff each have the independent ability to remove any person from the Amenities if a Violation occurs, or if in his or her discretion, it is in the District's best interest to do so.
- 8. Initial Suspension from Amenities. The District Manager, Amenity Manager or his or her designee may at any time restrict or suspend for cause or causes, including but not limited to a Violation, any person's access to the Amenities until a date not later than the next regularly scheduled meeting date of the Board. In the event of such a suspension, the District Manager or his or her designee shall mail a letter to the person suspended referencing the conduct at issue, the sections of the District's Policies and Rules violated, the time, date, and location of the next regular Board meeting where the person's suspension will be presented to the Board, and a statement that the person has a right to appear before the Board and offer testimony and

evidence why the suspension should be lifted. If the person is a minor, the letter shall be sent to the adults at the address within the community where the minor resides.

9. Hearing by the Board; Administrative Reimbursement; Property Damage Reimbursement.
  - a. At the Board meeting referenced in the letter sent under Section 8 above, or as soon thereafter as a Board meeting is held if the meeting referenced in the letter is canceled, a hearing shall be held at which both District staff and the person subject to the suspension shall be given the opportunity to appear, present testimony and evidence, cross examine witnesses present, and make arguments. The Board may also ask questions of District staff, the person subject to the suspension, and witnesses present. All persons are entitled to be represented by a licensed Florida attorney at such hearing.
  - b. After the presentations by District staff and the person subject to the suspension, the Board shall consider the facts and circumstances and determine whether to lift or extend the suspension or impose a termination. In determining the length of any suspension, or a termination, the Board shall consider the nature of the conduct, the circumstances of the conduct, the number of Policies and Rules violated, the person's escalation or de-escalation of the situation, and any prior Violations and/or suspensions.
  - c. The Board shall also determine whether an Administrative Reimbursement is warranted and, if so, set the amount of such Administrative Reimbursement.
  - d. The Board shall also determine whether a Property Damage Reimbursement is warranted and, if so, set the amount of such Property Damage Reimbursement. If the cost to clean, repair and/or replace the property is not yet available, the Property Damage Reimbursement shall be fixed at the next regularly scheduled Board meeting after the cost to clean, repair, and/or replace the property is known.
  - e. After the conclusion of the hearing, the District Manager shall mail a letter to the person suspended identifying the Board's determination at such hearing.
10. Suspension by the Board. The Board on its own initiative acting at a noticed public meeting may elect to consider a suspension of a person's access for committing any of the Violations outlined in Section 4. In such circumstance, a letter shall be sent to the person suspended which contains all the information required by Section 8, and the hearing shall be conducted in accordance with Section 9.
11. Automatic Extension of Suspension for Non-Payment. Unless there is an affirmative vote of the Board otherwise, no suspension or termination will be lifted or expire until all Administrative Reimbursements and Property Damage Reimbursements have been paid to the District. If an Administrative Reimbursement or Property Damage Reimbursement is not paid by its due date, the District reserves the right to request surrender of, or deactivate, all access cards or key fobs associated with an address within the District until such time as the outstanding amounts are paid.
12. Appeal of Board Suspension. After the hearing held by the Board required by Section 9, a

person subject to a suspension or termination may appeal the suspension or termination, or the assessment or amount of an Administrative Reimbursement or Property Damage Reimbursement, to the Board by filing a written request for an appeal (“Appeal Request”). The filing of an Appeal Request shall not result in the stay of the suspension or termination. The Appeal Request shall be filed within thirty (30) calendar days after mailing of the notice of the Board’s determination as required by Section 9(e), above. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt by the District. Failure to file an Appeal Request shall constitute a waiver of all rights to protest the District’s suspension or termination, and shall constitute a failure to exhaust administrative remedies. The District shall consider the appeal at a Board meeting and shall provide reasonable notice to the person of the Board meeting where the appeal will be considered. At the appeal stage, no new evidence shall be offered or considered. Instead, the appeal is an opportunity for the person subject to the suspension or termination to argue, based on the evidence elicited at the hearing, why the suspension or termination should be reduced or vacated. The Board may take any action deemed by it in its sole discretion to be appropriate under the circumstances, including affirming, overturning, or otherwise modifying the suspension or termination. The Board’s decision on appeal shall be final.

13. Legal Action; Criminal Prosecution; Trespass. If any person is found to have committed a Violation, such person may additionally be subject to arrest for trespassing or other applicable legal action, civil or criminal in nature. If a person subject to a suspension or termination is found at an Amenity Facility, such Person will be subject to arrest for trespassing. If a trespass warrant is issued to a person by a law enforcement agency, the District has no obligation to seek a withdrawal or termination of the trespass warrant even though the issuance of the trespass warrant may effectively prevent a person from using the Amenity Facilities after expiration of a suspension imposed by the District.
14. 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.

### **ALCOHOL POLICY**

1. Patrons and their guests aged twenty-one (21) or older may bring their own alcoholic beverages for their own consumption at a private event at the Amenity Facilities. Such Patrons and their guests agree to comply with applicable Florida laws and further agree to indemnify and hold harmless the District, Facility Manager and their Supervisors, officers, directors, consultants and staff from any and all liability, claims, actions, suits, or demands by any person, corporation or other entity, for injuries, death property damage of any nature, arising out of, or in connection with the, the consumption of alcohol. Patrons and their guests agree that such indemnification shall not constitute or be construed as a waiver of the District’s sovereign immunity granted pursuant to Section 768.28, Fla. Stat.
2. Patrons intending to serve alcohol to other Patrons or guests at a rented facility must so indicate on the Facility Use Application and complete an Alcohol Request Form. Any Patron who does not (1) so indicate at the time the application is submitted, and (2) complete the Alcohol Request Form, shall not be permitted to serve alcohol.

3. Event Liability insurance coverage in the amount of One Million Dollars (\$1,000,000) will be required for all events that are approved to serve alcoholic beverages. The District, the Board, and District staff and consultants are to be named on these policies as additional insureds.
4. Patrons serving alcohol agree to indemnify and hold harmless the District, the Facility Manager and the Board Supervisors, officers, directors, consultants and staff from any and all liability, claims, actions, suits, or demands by any person, corporation or other entity, for injuries, death property damage of any nature, arising out of, or in connection with the, the service of alcohol. Patrons agree that such indemnification shall not constitute or be construed as a waiver of the District's sovereign immunity granted pursuant to Section 768.28, Fla. Stat.
5. Patrons must hire a certified bartender to dispense alcohol.
6. The Facility Manager staff must be present at all private events at which alcohol is served.
7. Patrons shall be required to pay for the staff at a rate to be determined by the Facility Manager.