

VILLAGES OF WESTPORT COMMUNITY DEVELOPMENT DISTRICT

Policies and Fees
For the
Amenity Facilities
Adopted – June 5, 2014
Revised – July 21, 2016

Villages of Westport Amenity Center
Jacksonville, Florida

DEFINITIONS

"Amenity Facilities" or "Amenity"- shall mean the properties and areas owned by the District and intended for recreational use and shall include, but not specifically be limited to, the pool, tot lot, basketball court, and multi-purpose field, together with their appurtenant facilities and areas.

"Amenity Facilities Policies" or "Policies" – shall mean these Amenity Facilities Policies of the Villages of Westport Community Development District, as amended from time to time.

"Amenity Manager" – shall mean the District Manager or that person or firm so designated by the District's Board of Supervisors.

"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 User. The amount of the Annual User Fee is set forth herein, and that amount is subject to change based on Board action.

"Board of Supervisors" or "Board" – shall mean the Villages of Westport Community Development District's Board of Supervisors.

"Guest" – shall mean any person or persons who are invited by a Resident or Non-Resident User to participate in the use of the Amenity Facilities.

"District" – shall mean the Villages of Westport Community Development District.

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

"Non-Resident User" – shall mean any person or family 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 Residents, Guests, and Non-Resident Users 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 Villages of Westport Community Development District.

"Renter" – shall mean any tenant residing in a Property Owner's home pursuant to a valid rental or lease agreement.

"Resident" – shall mean any person or persons residing in a home within the Villages of Westport Community Development District that is a Property Owner or a Renter assigned user privileges pursuant to the policies set forth herein.

VILLAGES OF WESTPORT ANNUAL USER FEE

The Annual User Fee for any Non-Resident is \$2,000.00 per year. This payment must be paid in full at the time of completion of the Non-Resident user application and the corresponding agreement. This fee will permit the use of all Amenity Facilities for one (1) full year from the date of receipt of payment by the District. Each subsequent renewal shall be paid in full on the anniversary date of application for use of the Amenity Facilities by the Non-Resident User. Such fee may be increased, not more than once per year, by action of the Board of Supervisors, to reflect increased costs of operation and maintenance of the amenity facilities. The use of the Amenity Facility is not available for commercial purposes without Board approval.

GUESTS

1. Residents or Non-Resident Users who have a Guest are responsible for any and all actions taken by such Guest. Violation by a Guest of any of these Polices as set forth by the District could result in loss of that Patron's privileges and membership.
2. Each Resident or Non-Resident User may bring no more than five (5) persons as guests to the Amenities at one time.

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 Owner's Amenity Facilities privileges.
2. In order for the Renter to be entitled to use the Amenity Facilities, the Renter must complete the Non Resident user application and sign the accompanying agreement. The Annual User Fee will then be waived for the Renter. 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 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 deportment of their respective Renter.
5. Renters shall be subject to such other rules and regulations as the Board may adopt from time to time.

KEY CARD ACCESS

1. A facility Key Card will be issued to a property owning entity at the time they are closing upon property within the District. The fee for the initial card will be \$10.00. Proof of property ownership may be required annually. All Patrons must use their Key Card for entrance to the Amenity Facilities. The Key Card should not be given to non-residents.
2. For damaged Key Cards, the property owners will have to pay \$30.00 to replace the damaged card. Please contact the District Manager for instructions on how to obtain a replacement Key Card. Damaged Key Cards must be mailed to the District Manager's office prior to obtaining a replacement.
3. For lost or stolen Key Cards, the property owner will have to pay \$50.00 to obtain a new Key Card. Please contact the District Manager to initiate the replacement process. Please note that the lost or stolen Key Card will be deactivated for security reasons.

GENERAL FACILITY PROVISIONS

All Patrons using the Amenity Facilities 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. Violation of the District's Policies and/or misuse or destruction of Amenity Facility equipment may result in the suspension or termination of District Amenity Facility privileges with respect to the offending Patron.

The Board reserves the right to amend, modify, or delete, in part or in their entirety, these Policies when necessary, at a duly-noticed Board meeting. However, in order to change or modify rates or fees beyond the increases specifically allowed for by the District's rules and regulations, the Board must hold a duly-noticed public hearing on said rates and fees.

1. Children under thirteen (13) years of age must be accompanied at all times by a parent or adult Patron over eighteen (18) years of age.
2. Dogs and all other pets (with the exception of Seeing Eye dogs) are not permitted at the Amenity Facilities.
3. Vehicles must be parked in designated areas. Vehicles should not be parked on grass lawns, or in any way which blocks the normal flow of traffic.
4. Fireworks of any kind are not permitted anywhere at or on the Amenity Facilities or adjacent areas.
5. The Board of Supervisors (as an entity), the District Manager, and the District Manager's designees shall have full authority to enforce these policies.
6. Smoking is not permitted at any of the Villages of Westport Amenity Facilities or lands.

7. Glass and other breakable items are not permitted at the Amenity Facilities.
8. Patrons and their Guests shall treat all District Staff members with courtesy and respect.
9. Off-road bikes/vehicles are prohibited on all property owned, maintained and operated by the District or on any of the Amenity Facilities.
10. The District will not offer childcare services to Patrons at any of the Amenity Facilities.
11. Skateboarding and rollerblading are not allowed on the Amenity Facilities property at any time. This includes, but is not limited to, the Amenity Center, basketball courts, multi-purpose fields, tot lot area, and sidewalks surrounding these areas.
12. Events/Performances at any Amenity Facility, including those by outside entertainers, must be approved in advance by the District Manager.
13. Alcoholic beverages are not permitted at any District owned facility or property at any time.
14. Commercial advertisements shall not be posted or circulated in the Amenity Facilities.
Except as may otherwise be permitted by law, petitions, posters or promotional material shall not be originated, solicited, circulated or posted on Amenity Facilities property unless approved in writing by the District Manager.
15. Unless otherwise authorized by the Board, the Amenity Facilities shall not be used for commercial purposes. The term "commercial purposes" shall mean those activities which involve, in any way, the provision of goods or services for compensation or advertising.
16. Firearms or any other weapons are not permitted in any of the Amenity Facilities.
17. The District 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.
18. 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 any Amenity Facility.
19. 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.

LOSS OR DESTRUCTION OF PROPERTY OR INSTANCES OF PERSONAL INJURY

1. Each Patron, as a condition of use of the Amenity Facilities, 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. No person shall remove from the room in which it is placed, or from any Amenity Facility, any property or furniture belonging to the District or its contractors without proper authorization from the District Manager or the Board. 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 Guest or 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 Guest or family member(s).
3. Any Patron 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 of Supervisors, District employees, District representatives, District contractors and District agents, harmless from any and all loss, cost, claim, injury, damage or liability sustained or incurred by him or her, resulting therefrom and/or from any act of omission of the District, or their respective operators, supervisors, employees, contractors or agents. Any Patron shall have, owe, and perform the same obligation to the District and their 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 Guest or Patron.
4. Should any party bound by these Policies bring suit against the District, the Board of Supervisors or staff, agents or employees of the District, or any Amenity Facility 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' operators, officers, employees, representatives, contractors or agents, said party bringing suit shall be liable to the prevailing party (i.e. the District, etc.) 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.

AMENITY FACILITY OPERATIONS

Hours: The District Amenity Facilities' daily hours of operation are from sunrise to sunset, except for the Fitness Center which is open for use from 6 a.m. to 8 p.m. daily. The Amenity Center will be closed on the following holidays: Easter, Thanksgiving Day, Christmas Day and New Year's Day. The Amenity Center will also close early at the discretion of Amenity Staff on Christmas Eve and New Years Eve.

Emergencies: After contacting 911 if required, all emergencies and injuries must be reported to the District Manager at 407-382-3256.

District Equipment: All equipment owned by the District and available for use by Patrons must remain in the Amenity Facilities. Should the equipment be damaged, have missing pieces or be in worse condition than when it was used by a Patron, that Patron will be responsible to the District for any cost associated with repair or replacement of the equipment.

GENERAL SWIMMING POOL RULES

There is no lifeguard on duty- swim at your own risk.

1. Children under thirteen (13) years of age must be accompanied at all times by a parent or adult Patron during usage of the pool facility.
2. No diving, jumping, pushing, running or other horseplay is allowed in the pool or on the pool deck area.
3. Hanging on the lane lines, interfering with the lap-swimming lane, and diving are prohibited.
4. Radios, tape players, CD players, MP3 players and televisions are not permitted unless they are personal units equipped with headphones.
5. Swimming is permitted only during designated hours as posted at the pool, and such hours are subject to change at the discretion of the District Manager. Swimming after dusk is prohibited by the Florida Department of Health. Patrons and Guests swim at their own risk and must adhere to swimming pool rules at all times.
6. Showers are required before entering the pool.
7. Alcohol, glass containers, food, and drink are prohibited.
8. 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.

The District Manager or its designee is authorized to direct the discontinued usage of play equipment, such as floats, rafts, snorkels, dive sticks, and flotation devices during times of peak or scheduled activity at the pool, or if the equipment causes a safety concern.

9. Swimming pool hours will be posted. 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 Seeing Eye dogs), bicycles, skateboards, roller blades, scooters and golf carts are not permitted on the pool deck area or inside the Amenity Facilities.
11. The District Manager or its designee 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 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 is liable for any costs incurred in treating and reopening the pool.
17. Radio controlled water craft are not allowed in 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.
21. Loud, profane, or abusive language is absolutely prohibited.
22. No physical or verbal abuse will be tolerated.
23. Tobacco products are not allowed in the pool area.
24. Illegal drugs are not permitted.
25. The District is not responsible for lost or stolen items.
26. Chemicals used in the pool/spa may affect certain hair or fabric colors. The District is not responsible for these effects.
27. The Amenity Center pool 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.

28. The Amenity Center pool may not be used by any Patron who is under the influence of alcohol or drugs.

SWIMMING POOL: FECES POLICY

1. If contamination occurs, the pool will be closed for twelve (12) hours so that remedial measures may be taken to ensure safe swimming conditions.
2. Parents should take their children to the restroom before entering the pool.
3. Children under three (3) years of age, and those who are not reliably toilet trained, must wear rubber lined swim diapers and a swimsuit over the swim diaper.

BASKETBALL COURT POLICIES

Please note that the Basketball Facility is an unattended facility and persons using the facility do so at their own risk.

Hours: The basketball facility is available for use by Patrons from sunrise to sunset. The basketball facility may not be used after dark. No access will be allowed, by a Patron or any other person, before or after Basketball Facility hours. Trespassing may be prosecuted as a criminal offense and may lead to the loss of the Key Card and/or the revocation of access to the Amenity Center for the entire household.

Eligible Users: Children under the age of fourteen (14) are not allowed to use the basketball facility unless accompanied by an adult Patron. Patrons may be accompanied by up to five (5) guests.

Emergencies: All emergencies and injuries must be reported to the District Manager at 407-382-3256.

Proper Attire: Proper basketball or athletic shoes and attire are required at all times while on the courts. No black soled shoes. Proper attire shall consist of athletic shoes, shirts, and shorts or athletic pants. No cutoffs, swimsuits, or jeans allowed at the facility.

Reservations: Reservations are not accepted for use of the basketball courts. This facility is on a first come, first serve basis. Use of a basketball court is limited to one (1) hour when others are waiting.

General Policies:

1. Proper basketball etiquette shall be adhered to at all times. The use of profanity or disruptive behavior is prohibited.
2. Persons using the basketball facility must supply their own equipment.

3. The basketball facility is for the play of basketball only. Pets, roller blades, bikes, skates, skateboards, and scooters are prohibited from use at the facility.
4. Beverages are permitted at the basketball facility if contained in non-breakable containers with screw top or sealed lids. No glass containers are permitted on the basketball courts. Alcoholic beverages are not permitted on basketball courts.
5. No chairs other than those provided by the District are permitted on the basketball courts.

MULTI-PURPOSE FIELD POLICIES

Please note that the Multi-Purpose Field is an unattended facility and persons using the Multi-Purpose Field do so at their own risk.

Hours. The Athletic Field shall be available for use from sunrise until sunset. No access will be allowed, by a Patron or any other person, before or after Multi-Purpose Field hours. Trespassing may be prosecuted as a criminal offense and may lead to the loss of the Key Card and/or the revocation of access to the Amenity Center for the entire household.

Eligible Users: Patrons and guests ten (10) years and older are permitted to use the Athletic Field. Children under the age of ten (10) must be accompanied by an adult eighteen (18) years of age or older. Patrons may be accompanied by up to five (5) guests.

Emergencies: For all emergencies, call 911 immediately. All emergencies and injuries must also be reported to the District Manager at 407-382-3256.

Reservations. Reservations are not accepted for use of the multi-purpose fields. This facility is on a first come, first serve basis. Use of a field is limited to one (1) hour when others are waiting.

General Policies:

1. The Athletic Field is not to be used for events other than athletic events, Board approved reservations, or District sponsored events.
2. Pets (other than service animals), bicycles, skates, skateboard, scooters, rollerblades and motorized vehicles of any kind are not permitted in the Athletic Field at any time.
3. Alcoholic beverages, glass containers and other breakable items are prohibited.
4. The use of profanity or disruptive behavior is prohibited.
5. Patrons must bring their own sports equipment (e.g., soccer balls, softball bats, etc.).
6. Persons using the Athletic Field must clean up all food, beverages and miscellaneous trash brought to the Athletic Field.

7. Use of the Athletic Field may be limited from time to time due to a District-sponsored event.

FITNESS CENTER POLICIES

Persons interested in using the Fitness Center are encouraged to consult with a physician prior to commencing a fitness program.

Hours: The Fitness Center is open for use by Patrons and guests during the hours of 6 a.m. to 8 p.m. daily. No access will be allowed, by a Patron or any other person, before or after Fitness Center hours. Trespassing may be prosecuted as a criminal offense and may lead to the loss of the Key Card and/or the revocation of access to the Amenity Center for the entire household.

Eligible Users: Patrons sixteen (16) years of age and older are permitted to use the Fitness Center during designated operating hours. No children under the age of sixteen (16) are allowed to use the Fitness Center.

Emergencies: For all emergencies, call 911 immediately. All emergencies and injuries must also be reported to the District Manager at 407-382-3256.

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; alcoholic beverages are not permitted. Smoking is not permitted in the Fitness Center.

General Policies:

1. Appropriate attire and footwear (covering the entire foot) must be worn at all times in the Fitness Center. Appropriate attire includes t-shirts, tank tops, shorts, leotards, and/or sweat suits (no swimsuits).
2. Each individual is responsible for wiping off fitness equipment after use.
3. Use of personal trainers is permitted in the Fitness Center per approval of the District Manager.
4. Hand chalk is not permitted to be used in the Fitness Center.
5. Radios, tape players and CD players are not permitted unless they are personal units equipped with headphones.
6. No bags, gear, or jackets are permitted on the floor of the Fitness Center or on the fitness equipment.
7. Weights or other fitness equipment may not be removed from the Fitness Center.

8. Please limit use of cardiovascular equipment to thirty (30) minutes and step aside between multiple sets on weight equipment if other persons are waiting.
9. Please be respectful of others. Allow other Patrons and Guests to also use equipment, especially the cardiovascular equipment.
10. Please replace weights to their proper location after use.
11. Free weights are not to be dropped and should be placed only on the floor or on the equipment made specifically for storage of the weights.

DISTRICT TOT LOT POLICIES

1. Children under the age of eight (8) must be accompanied by an adult Patron.
2. No roughhousing on the tot lot.
3. Persons using the tot lot must clean up all food, beverages and miscellaneous trash brought to the playground. Glass containers are prohibited.
4. The use of profanity or disruptive behavior is absolutely prohibited.
5. Patrons who use the tot lot do so at their own risk.
6. The tot lot may not be reserved or rented by Patrons; however, they may be reserved by the District for District-sponsored events or functions.

FISHING POLICY

Patrons may not fish from any lake/retention pond within the Villages of Westport Community Development District. No watercrafts of any kind are allowed in these bodies of water except for lake maintenance vehicles. Any violation of this policy will be reported to the local authorities. Swimming is also prohibited in any of the waters. Please use the pools at the Amenity Facilities for swimming. The purpose of these bodies of water is to help facilitate the District's natural water system for runoff and overflow. Anyone who violates this provision does so at their own risk.

SUSPENSION AND TERMINATION OF PRIVILEGES

Section 1. Introduction. This policy addresses the suspension and termination of privileges to use the Villages of Westport Community Development District's ("District") recreational facilities ("Amenities").

Section 2. Violations. The privileges of a patron of the Amenities, including resident owners, designated tenants, non-residents who pay the applicable non-resident usage fee, and members of the households of any of the foregoing (collectively, "Patron"), to use the Amenities may be suspended or terminated if the Patron engages in any of the following behavior:

- a) Submits false information on any application for use of the Amenities;
- b) Permits the unauthorized use of an amenity pass;
- c) Exhibits unsatisfactory behavior, deportment or appearance;
- d) Fails to pay fees owed to the District in a proper and timely manner;
- e) Fails to abide by any policies or rules established for the use of the Amenities;
- f) Treats the District's supervisors, staff, facility management, contractors, or other representatives, or other Patrons, in an unreasonable or abusive manner;
- g) Damages or destroys District property; or
- h) Engages in conduct that is improper or likely to endanger the welfare, safety, harmony or reputation of the District, or its supervisors, staff, facility management, contractors, or other representatives, or other Patrons.

Section 3. Reporting of Violations. For all offenses outlined in Section 2 above, the District Manager, or District's facility manager (if any), shall create a written report of the incident, which report shall be signed by the offending Patron and the District Manager or facility manager, as the case may be, and kept on file by the District. If the offending Patron refuses to sign the incident report, it shall be kept on file by the District with a notation to that effect by the District Manager or facility manager, as the case may be.

Section 4. Suspension by the District Manager or District's Facility Manager / Appeal of Suspension. The District Manager, or the District's facility manager, may at any time suspend a Patron's privileges to use the Amenities for committing any of the violations outlined in Section 2. Such suspension shall be for a maximum period of 30 consecutive days. In determining the length of any suspension, the District Manager, or facility manager, shall take into account the nature of the conduct and any prior violations. A Patron subject to a suspension under this Section 4 may appeal the suspension to the District's Board of Supervisors ("Board") by filing a written request for an appeal, which written request shall be immediately sent to the District's Chairperson. The filing of a request for an appeal shall not result in the stay of the suspension. The District shall consider the appeal at its next Board meeting and shall provide reasonable notice to the Patron of the Board meeting where the appeal will be considered. At that meeting, the Board shall allow the Patron to appear and present statements and/or evidence on the Patron's behalf, subject to any reasonable restrictions that the Board may impose. The Board may take any action deemed by it in its sole discretion to be appropriate under the circumstances, including affirming, overturning, extending, or otherwise modifying the suspension, to address the appeal and any violations outlined in Section 2. In determining the appropriate action to be taken, the Board shall take into account the nature of the violation and any prior violations.

Section 5. Suspension or Termination by the Board. The District Manager, or the District's facility manager, may recommend to the Board, or the Board on its own initiative may elect to consider, a suspension or termination of a Patron's privileges for committing any of the violations outlined in Section 2. At least 15 days prior to any Board meeting where a suspension or termination is to be considered under this Section, the District shall send written notice of the meeting by United States mail to the Patron's last

known address. Upon prior written request submitted by the Patron to the District at least 5 days prior to the meeting, the Board shall allow the Patron to appear at the meeting and present statements and/or evidence on the Patron's behalf, subject to any reasonable restrictions that the Board may impose. The Board may take any action deemed by it in its sole discretion to be appropriate under the circumstances to address the violations outlined in Section 2, including suspension or permanent termination of a Patron's privileges to use the Facilities. In determining the appropriate action to be taken, the Board shall take into account the nature of the violation and any prior violations.

Section 6. Trespass. If a Patron subject to a suspension or termination is found on the Amenity premises, such Patron will be subject to arrest for trespassing.

The above policies were adopted by the Board of Supervisors for the Villages of Westport Community Development District on this 5th day of June, 2014.

The above policies were revised by the Board of Supervisors for the Villages of Westport Community Development District on this 21st day of July, 2016.