

VILLAGES OF WESTPORT COMMUNITY DEVELOPMENT DISTRICT

Policies and Fees
for the
Amenity Facilities
Adopted – June 5, 2014
Revised – June 27, 2024

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 Household and 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 depportment 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 eighteen (18) years of age must be accompanied at all times by a guardian or adult Patron over eighteen (18) years of age.
2. Dogs and all other pets (other than service animals) 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 904-940-5850.

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 eighteen (18) years of age must be accompanied at all times by a guardian 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.
9. 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.
10. 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.

11. Pets (other than service animals), bicycles, skateboards, roller blades, scooters and golf carts are not permitted on the pool deck area or inside the Amenity Facilities.
12. 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.
13. Any person swimming during non-posted swimming hours may be suspended from using the facility.
14. Proper swim attire (no cutoffs) must be worn in the pool.
15. No chewing gum is permitted in the pool or on the pool deck area.
16. For the comfort of others, the changing of diapers or clothes is not allowed poolside.
17. No one shall pollute the pool. Anyone who pollutes the pool is liable for any costs incurred in treating and reopening the pool.
18. Radio controlled water craft are not allowed in the pool area.
19. Pool entrances must be kept clear at all times.
20. No swinging on ladders, fences, or railings is allowed.
21. Pool furniture is not to be removed from the pool area.
22. Loud, profane, or abusive language is absolutely prohibited.
23. No physical or verbal abuse will be tolerated.
24. Tobacco products are not allowed in the pool area.
25. Illegal drugs are not permitted.
26. The District is not responsible for lost or stolen items.
27. Chemicals used in the pool/spa may affect certain hair or fabric colors. The District is not responsible for these effects.
28. 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.

29. 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 thirteen (13) years of age must be accompanied at all times by a guardian or adult Patron over (18) years of age during usage of the Basketball Facility. Patrons may be accompanied by up to five (5) guests.

Emergencies: All emergencies and injuries must be reported to the District Manager at 904-940-5858.

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 Multi-Purpose 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 thirteen (13) years of age and older are permitted to use the Multi-Purpose Field. Children under thirteen (13) years of age must be accompanied at all times by a guardian or adult Patron over (18) years of age during usage of the Multi-Purpose Field. 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 904-940-5850.

Reservations. This facility is on a first come, first serve basis, unless reserved in accordance with the Facility Rental Policies described herein. Use of a field is limited to one (1) hour when others are waiting.

General Policies:

1. The Multi-Purpose 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 Multi-Purpose 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 Multi-Purpose Field must clean up all food, beverages and miscellaneous trash brought to the Multi-Purpose Field.

7. Use of the Multi-Purpose 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 eighteen (18) years of age and older are permitted to use the Fitness Center during designated operating hours. Children under eighteen (18) years of age must be accompanied at all times by a guardian or adult Patron over eighteen (18) years of age during usage of the Fitness Center.

Emergencies: For all emergencies, call 911 immediately. All emergencies and injuries must also be reported to the District Manager at 904-940-5850.

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 thirteen (13) years of age must be accompanied at all times by a guardian or adult Patron over (18) years of age during usage of the tot lot.
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.

FACILITY RENTAL POLICIES

Patrons, ages eighteen (18) years and older, may reserve certain portions of the Amenity Facilities for community and private events. The daily guest limits referenced on page 3 of these Policies shall not apply to guests attending a Patron sponsored function at a rented Amenity Facility. Generally, only one (1) room or portion of an Amenity Facility is available for rent at any given time; however, recurring events may be approved at the discretion of the District Manager.

Reservations may not be made more than three (3) months prior to the event. In addition, each

Patron may rent a portion of the Amenity Facility only once per quarter of the calendar year. Patrons interested in doing so should contact the District Manager regarding the anticipated date and time of the event to determine availability. Please note the Amenity Facilities are unavailable for Community Use or private events during times when the Amenity Center is being utilized for a District-sponsored event and on the following holidays:

New Year's Day	Easter Sunday	Memorial Day
4 th of July	Labor Day	Thanksgiving

- (1) **Available Facilities:** The following areas of the Amenity Facilities are available for Community Use and private events for up to six (6) total hours (including set-up and post-event cleanup). A refundable damage deposit of Five Hundred Dollars (\$500.00) shall be required, and the following rental fees shall apply:

Facility	Capacity	Fee
Multi-Purpose Field (Whole Field)	100 persons	\$150
Picnic Area by Playground	50 persons	\$150

The Patron renting any portion of the Amenity Facilities shall be responsible for any and all damage and expenses arising from the event.

- (2) **Reservations:** Patrons, ages eighteen (18) years and older, interested in reserving an Amenity Facility for Community Use or private event must submit to the District Manager a completed Facility Use Application which must include the name and contact information of the individual that will be responsible and accountable for the event.

At the time of submission, two (2) checks or money orders (no cash) made out to the Villages of Westport Community Development District shall be submitted to the District Manager in order to reserve the desired area of the Amenity Facility. One (1) check shall be in the amount of the facility rental fee referenced above and the other check shall be in the amount of Five Hundred Dollars (\$500.00) as a refundable damage deposit.

The District Manager will review the Facility Use Application on a case-by-case basis and has the authority to reasonably deny a request. Denial of a request may be appealed to the District's Board of Supervisors for consideration. The Board may, in its sole discretion, waive room rental fees for at the request of the District Manager or any Patron.

- (3) **Deposit:** As stated above, a refundable damage deposit in the amount of Five Hundred Dollars (\$500.00) is required at the time the reservation is requested through submission of a Facility Use Application. Damage deposits will be refunded in full provided:
- (a) There is no damage to District Property, Amenity Facility, and its furnishings;
 - (b) Garbage and trash are removed and placed in the dumpster;
 - (c) All displays, favors or remnants of the event are removed;

- (d) Furniture and other items are restored to their original position;
- (e) Counters, table tops and sink are cleaned and wiped down;
- (f) Trash can liners are replaced;
- (g) The refrigerator and all cabinets/appliances used are cleaned and wiped down; and
- (h) In the event of any damage it must be reported immediately to the District Manager.

Failure to comply with such rules, policies, and directions may result in the forfeiture of a Patron's deposit and/or privileges to use of the Amenity Facilities.

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

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

(4) General Policies:

- (a) No decorations may be affixed to the walls, doors or any fixtures.
- (b) Patron and Patron's Guests are required to adhere to all Amenity Facility rules, Policies, and directions from the District Manager and on-site staff.
- (c) The areas of the Amenity Facilities listed above may be rented after normal operating hours until 10:00 p.m.
- (d) The volume of live or recorded music must not violate applicable Duval County noise ordinances.
- (e) No glass or breakable items are permitted on District property, including the Amenity Facilities.

Event Liability coverage may be required on a case-by-case basis in the sole discretion of the Board of Supervisors.

SUSPENSION AND TERMINATION OF ACCESS RULE

Law Implemented: ss. 120.69, 190.011, 190.012, Fla. Stat. (2022)

Effective Date: August 21, 2023

In accordance with Chapters 190 and 120 of the Florida Statutes, and on August 21, 2023 at a duly noticed public meeting, the Board of Supervisors (“Board”) of the Villages of Westport Community Development District (“District”) adopted the following rules / policies to govern disciplinary and enforcement matters. All prior rules / policies of the District governing this subject matter are hereby rescinded for any violations occurring after the date stated above.

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

2. General Rule. All persons using the Amenity Facilities and entering District properties are responsible for compliance with the rules and policies established for the safe operations of the District’s Amenity Facilities.

3. Patron Card. Patron Cards are the property of the District. The District may request surrender of, or may deactivate, a person’s Patron Card for violation of the District’s rules and policies established for the safe operations of the District’s Amenity Facilities.

4. Suspension and Termination of Rights. The District, through its Board, District Manager, and Amenity Manager shall have the right to restrict or suspend, and after a hearing as set forth herein, terminate the Amenity Facilities access of any Patron and members of their household or Guests to use all or a portion of the Amenity Facilities for any of the following acts (each, a “Violation”):

- a. Submitting false information on any application for use of the Amenity Facilities, including but not limited to facility rental applications;
- b. Failing to abide by the terms of rental applications;
- c. Permitting the unauthorized use of a Patron Card or otherwise facilitating or allowing unauthorized use of the Amenity Facilities;
- 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 rules or policies (e.g., Amenity Policies);
- g. Treating the District’s staff, contractors, representatives, residents, Patrons or Guests, 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, amenities management, contractors, representatives, residents, Patrons or Guests;
- 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, Patrons or Guests 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 committing any of the above Violations.

Termination of access to the District's Amenity Facilities 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, Patrons or Guests. The Board, in its sole discretion and upon motion of any Board member, may vote to rescind a termination of access to the Amenity Facilities.

5. Authority of District Manager and Amenity Manager. The District Manager, Amenity Manager or their designee has the ability to remove any person from one or all Amenities if a Violation occurs or if in his/her reasonable discretion it is the District's best interests to do so. The District Manager, Amenity Manager or their designee may each independently at any time restrict or suspend for cause or causes, including but not limited to those Violations described above, any person's privileges to use any or all of the Amenities until the next regularly scheduled meeting of the Board of Supervisors that is at least eight (8) days after the initial suspension, as evidenced by the date of notice sent by certified electronic or other mail service or longer if such individual requests deferment of his or her right to due process. 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 rules and policies 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.

6. 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 actual 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).

7. 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.

8. Initial Hearing by the Board; Administrative Reimbursement; Property Damage Reimbursement.

a. If a person’s Amenity Facilities privileges are suspended, as referenced in Section 5, a hearing shall be held at the next regularly scheduled Board meeting that is at least eight (8) days after the initial suspension, as evidenced by the date of notice sent by certified electronic or other mail service or as soon thereafter as a Board meeting is held if the meeting referenced in the letter is canceled, during 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 if they so choose. Any written materials should be submitted at least seven (7) days before the hearing for consideration by the Board. If the date of the suspension is less than eight (8) days before a Board meeting, the hearing may be scheduled for the following Board meeting at the discretion of the suspensee.

b. The person subject to the suspension may request an extension of the hearing date to a future Board meeting, which shall be granted upon a showing of good cause, but such extension shall not stay the suspension.

c. 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 rules or policies violated, the person’s escalation or de-escalation of the situation, and any prior Violations and/or suspensions.

d. The Board shall also determine whether an Administrative Reimbursement is warranted and, if so, set the amount of such Administrative Reimbursement.

e. 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.

f. 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.

9. 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 5, and the hearing shall be conducted in accordance with Section 8.

10. 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.

11. Appeal of Board Suspension. After the hearing held by the Board required by Section 8, 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”), as referenced in Section 8(e). 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 8(f), 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.

12. 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 the Amenity Facilities, 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 District’s Amenity Facilities after expiration of a suspension imposed by the District.

13. 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, paragraph, clause or provision.

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 August, 2023.

FACILITY USE APPLICATION
VILLAGES OF WESTPORT COMMUNITY DEVELOPMENT DISTRICT

Facility: Multi-Purpose Field Whole field: (\$150) Picnic Area by Playground (\$150)

Refundable Deposit: \$500 (check made out to the Villages of Westport CDD).

Name of Applicant: _____

Street Address: _____

Home Phone: _____ Cell Phone: _____

Email: _____ Intended Use: _____

Estimated Attendance: _____ Date of Event: _____ Time (6-hour max): _____ *(Includes set-up and clean-up time)*

I agree to indemnify and hold harmless the Villages of Westport Community Development District (the "District") and its Supervisors, officers, directors, consultants and staff from any and all liability, claims, actions, suits, or demands by any person, corporation, or other entity, for 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 use of the Amenity Facilities or surrounding areas. Nothing herein shall constitute or be construed as a waiver of the Districts' sovereign immunity granted pursuant to Section 768.28, Fla. Stat. or other law.

To the extent my use of the Amenity Facilities involves the use of bounce houses, inflatables, obstacle courses, or other recreational or yard game equipment, I understand that participation in such activities involves risk, danger, and hazards that may cause serious personal injury or death, and that injuries are a common and ordinary occurrence, and as such agree to indemnify and hold harmless the Indemnitees from any and all liability, claims, actions, suits, or demands by any person, corporation, or other entity, for injuries, death, or property damage of any nature arising out of or in connection with such activities.

As stated in the Villages of Westport Community Development District's Policies and Fees for 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."**

I have read, understand, and agree to abide by all policies and rules of the District governing the Amenity Facilities. Failure to adhere to the applicable policies and rules may result in the suspension or termination of any privileges to use the Amenity Facilities. I also understand that I am financially responsible for any damages caused by me, my family members, and my guests. If requested, I will obtain an event insurance policy naming the Villages of Westport Community Development District and its agents, supervisors, officers, directors, employees, and staff as additional insured. Only the District's Patrons (as that term is defined in the District's Policies) may reserve a rental area, and the deposit for the reserved rental area must be made by the Patron who is making the reservation. That Patron must be present at the event for which the rental is made.

Signature of Applicant: _____

Date: _____

I have read and understand the following. Please initial by each line.

_____ The six (6) hour maximum time limit includes set-up and clean-up time. Please schedule accordingly. Exceeding 6 hours could result in the forfeiture of a portion of your deposit.

_____ The six (6) hour maximum time limit applies to all guests in attendance. Once the party is complete, all guests are expected to exit. Standard guest policy applies (limit of 5 guests per day) outside of the scheduled reservation.

_____ There is a 48-hour cancellation policy. Failure to notify the District Manager of cancellation within 48 hours of the scheduled event could result in the forfeiture of a portion of your deposit.

_____ Additional fees may be assessed if the clean-up is incomplete or if the event is not kept within the identified times.

_____ Maximum capacities are as follows: Pool Area - 50, Multi-Purpose Field – 100, Picnic Table by Playground - 50.

_____ Use of the pool is non-exclusive, and the pool shall remain open to all Patrons and their guests during normal operating hours.

_____ No admission fees whatsoever shall be collected for an event at the District's Amenity Facilities unless such fee is first approved by the District.

_____ Alcohol beverages are prohibited at any of the Amenity Facilities.