

**CONCORD STATION  
COMMUNITY DEVELOPMENT DISTRICT**

**Amenity Facility Policies**

**March 9, 2017**

## AMENITY CENTER USER FEE STRUCTURE

- (1) The Annual User Fee for persons not owning property within the District is \$2,500 per family which shall be reviewed each year in conjunction with the adoption by the District of its annual budget.
- (2) All Guests must be accompanied by a Patron (as defined below) at all times with a max of four (4) guests per visit. Guests are not limited to a certain number of visits.
- (3) All persons renting or leasing a home from persons owning the property in the District will be required to obtain a Key Card from the property owner.

## 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 amenity center, together with their appurtenant facilities and areas.

**“Amenity Facilities Policies” or “Policies”** – shall mean these Amenity Facilities Policies of Concord Station 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, including their employees.

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

**“Board of Supervisors” or “Board”** – shall mean the Concord Station Community Development District’s Board of Supervisors.

**“Guest”** – shall mean any person or persons who are invited by a Patron to participate in the use of the Amenity Facilities.

**“District”** – shall mean the Concord Station Community Development District.

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

**“Key Card”** – shall mean an electronic key card distributed by the District Manager to residents of the District to access the Amenity Facilities.

**“Non-Resident”** – shall mean any person or group of persons residing within a single residential unit and not owning property in the District who is paying the Annual User Fee to the District for use of all Amenities.

**“Non-Resident Patron”** – 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 Property Owners’, Guests, Non-Resident Patrons, and Renters/Leaseholders who are eighteen (18) years of age and older.

**“Property Owner”** – shall mean that person or persons having fee simple ownership of land within the Concord Station Community Development District.

**“Renter”** – shall mean any tenant residing in a Property Owner’s home located within the District and pursuant to a valid rental or lease agreement.

### **GUESTS**

- (1) Patrons who have a Guest are responsible for any and all actions taken by such Guest. Violation by a Guest on any of these Policies as set forth by the District could result in loss of that Patron’s privileges.
- (2) Each Patron may bring no more than four (4) persons as guests to the Amenities at one time unless the Patron has reserved a room at the Amenity and has paid the required usage fee. In the event the Patron has rented a room or pavilion at the Amenity, the number of Guests shall be limited by the room or pavilion policies.

### **RENTER’S PRIVILEGES**

- (1) Property Owners who rent out or lease out their residential unit(s) in the District shall have the right to designate the Renter of their residential unit(s) as the beneficial users of the Property Owners’ Amenity Facilities privileges.
- (2) A Renter who is designated as the beneficial user of the Property Owner’s privileges shall be entitled to the same rights and privileges to use the Amenity Facilities as the 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 department of their respective Renter.
- (5) Renters shall be subject to such other rules and regulations as the Board may adopt from time to time.

## **GENERAL AMENITY CENTER PROVISIONS**

- (1) Patrons must use their assigned Key Card to enter the Amenity Facilities.
- (2) Children under sixteen (16) years of age must be accompanied by a parent or adult Patron.
- (3) The Amenity Center's hours of operation will be established and published by the District considering the season of the year and other circumstances. The Amenity Center will be closed on the following Holidays: Christmas Day, Thanksgiving Day, New Year's Day, and Easter. The Amenity Center will also close early at the discretion of the Amenity Staff on Christmas Eve and New Year's Eve.
- (4) No one wearing a wet bathing suit will be allowed to sit on the indoor clubhouse furniture.
- (5) Alcoholic beverages shall not be served or sold, nor permitted to be consumed on the Amenity Center's premises, except at pre-approved special events. Approval may only be granted by the District's Board of Supervisors (present request to the District Manager's Office in advance of the meeting) and will be contingent upon providing proof of event insurance with the District named an additional insured. Patrons will be required to hire a licensed and insured vendor of alcoholic beverages, and they must provide proof of this to the District Manager's Office prior to the event.
- (6) CDD and HOA Board meetings take precedence over other activities in scheduling conflicts.
- (7) Dogs and all other pets (with the exception of certified service animals) are not permitted on the Amenity Center's facilities. Where dogs are permitted on the grounds, they must be leashed. Patrons are responsible for picking up after all pets as a courtesy to residents.
- (8) 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. Overnight parking for cars in the Clubhouse parking lot will be allowed with permission from the Clubhouse Manager or designated Staff member. Trailers, RVs and other large vehicles will not be allowed to park overnight in the parking lot, unless approved by the Clubhouse Manager.
- (9) Fireworks of any kind are not permitted anywhere on the facilities or adjacent areas.
- (10) No Patron, visitor or Guest is allowed in the service areas of the Amenity Facility.
- (11) The Board of Supervisors reserves the right to amend or modify these policies when necessary and will notify the Patrons of any changes.
- (12) The Board of Supervisors and personnel of the Amenity Center have full authority to enforce these policies.
- (13) Two facility Key Cards will be issued by the clubhouse manager to the property owning entity at the time they are closing upon property within the District. The fee for each initial

card will be \$30.00. Proof of property ownership may be required annually. All Patrons must use their Key Card for entrance to the Amenity Center. The Key Card should not be given out to non-residents.

- (14) For *damaged* Key Cards - Property owners will be charged \$30.00 to replace a damaged Key Card. Please contact the Clubhouse Manager for instructions on how to obtain a replacement Key Card. Damaged Key Cards must be mailed or delivered to the Clubhouse Manager's office prior to obtaining a replacement.
- (15) For *lost* or *stolen* Key Cards – Property owners will be charged \$30.00 to obtain a new Key Card. Please contact the Clubhouse Manager to initiate the replacement process. Please note that all lost or stolen Key Cards will be deactivated for security reasons.
- (16) Smoking and the use of smokeless tobacco products, including e-cigarettes, are banned from all District owned Amenities
- (17) Guests must be registered and accompanied by a Patron before entering the Amenity Center.
- (18) Disregard for any Amenity Center rules or policies may result in expulsion from the facility and/or loss of Amenity Center privileges.
- (19) At the discretion of Amenity Center personnel, children between the ages of sixteen (16) and seventeen (17) who violate the rules and policies may be expelled from the facility for one day. Upon such expulsion, a written report shall be prepared detailing the name of the child, the prohibited act committed and the date. This report will be kept on file with the District. Any child who is expelled from the facility three (3) times in a one year period, shall, until the child reaches the age of eighteen (18), only be entitled to use the facility if accompanied by a Parent or Adult Patron at all times.
- (20) Patrons and their guests shall treat all staff members with courtesy and respect.
- (21) Motorized off-road bikes/vehicles/ATVs are prohibited on all property owned, maintained, and operated by the Concord Station Community Development District or the Amenity Center and its facilities.
- (22) The Amenity Center will not offer child care services to Patrons or Guests under the authority or supervision of the District at any of its facilities.
- (23) Skateboarding is not allowed on any Amenity Facility property, this includes but is not limited to: the amenity center, basketball courts, pool area, athletic fields, playground area, and sidewalks surrounding this area.

(24) Loss or destruction of property or instances of personal injury:

- a. Each Patron and each Guest as a condition of invitation to the premises of the center assume sole responsibility for his or her property. The District and its contractors shall not be responsible for the loss or damage to any private property used or stored on the premises of the Amenity Center, whether in lockers or elsewhere.
- b. No person shall remove from the room in which it is placed or from the Amenity Center's premises any property or furniture belonging to the District or its contractors without proper authorization. Amenity Center Patrons shall be liable for any property damage and/or personal injury at the Amenity Center, or at any activity or function operated, organized, arranged or sponsored by the District or its contractors, caused by the member, any guests or any family members. The District reserves the right to pursue any and all legal and equitable measures necessary to remedy any losses due to property damage or personal injury.
- c. Any Patron, Guest or other person who, in any manner, makes use of or accepts the use of any apparatus, appliance, facility, privilege or service whatsoever owned, leased or operated by the District or its contractors, or who engages in any contest, game, function, exercise, competition or other activity operated, organized, arranged or sponsored by the District, either on or off the Amenity Center's premises, shall do so at his or her own risk, and shall hold the Amenity Center, the District, the Board of Supervisors, District employees, District representatives, District contractors, and District agents, harmless for any and all loss, cost, claim, injury damage or liability sustained or incurred by him or her, resulting there from and/or from any act of omission of the District, or their respective operators, Supervisors, employees, representatives, contractors, or agents. Any Patron shall have, owe, and perform the same obligation to the District and their respective operators, Supervisors, employees, representative, contractors, and agents hereunder in respect to any loss, cost, claim, injury, damage or liability sustained or incurred by any guest or family member of such Patron.
- d. Should any party bound by these Policies bring suit against the District, the Board of Supervisors or staff, agents or employees of the District, any Amenity Center 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 Center operator, officers, employee, representative, contractor or agent, said party shall be liable to the District for all costs and expenses incurred by it in the defense of such suit (including court costs and attorney's fees through all appellate proceedings).

## **GENERAL SWIMMING POOL & WADING POOL RULES**

- (1) Patrons may only gain access to the pool area through the use of their Key Cards. At any given time, a Patron may accompany up to four (4) Guests at the swimming pool.
- (2) No Lifeguards will be on duty. Patrons swim at their own risk while adhering to swimming pool rules.
- (3) Children under sixteen (16) years of age must be accompanied by a Parent or Adult Patron at all times for usage of the pool facility.
- (4) Ear buds or headphones must be used while listening to radios or other personal audio devices at the pool.
- (5) Swimming is permitted only during designated hours, as posted at the pool. Swimming after dusk is prohibited by the Florida Department of Health. During these posted hours Patrons swim at their own risk while adhering to swimming pool rules.
- (6) Pool facilities will be closed during periods of heavy rain, thunderstorms and other inclement weather.
- (7) Showers are required before entering the pools.
- (8) Glass containers and aluminum cans are not permitted in the pool area.
- (9) 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 swim suit over the swim diaper, to reduce the health risks associated with human waste in the swimming pool/deck area.
- (10) Play equipment, such as floats, rafts, snorkels, dive sticks, and flotation devices must meet with Amenity staff approval prior to use. The facility reserves the right to discontinue usage of such play equipment during times of peak or scheduled activity at the pool, or if the equipment provides a safety concern.
- (11) Swimming Pool hours will be posted. Pool availability may be rotated in order to facilitate maintenance of the Amenity Center; this usually requires the pool being closed for one (1) full day. Depending upon usage the pool may require closure for additional periods of time to facilitate maintenance and keep it up to health code.
- (12) No access will be allowed, by a Patron or any other person, before or after Swimming Pool hours. Trespassing may be prosecuted as a criminal offense and may lead to the loss of the Key Card and/or the revocation of access to the Amenity Center for the entire household.
- (13) Pets, bicycles, skateboards, roller blades, scooters and golf carts are not permitted on the pool deck area inside the pool gates at any time.

- (14) The Amenity staff reserves the right to authorize all programs and activities, including specifying the number of guest participants, allowable equipment, supplies, usage, etc., conducted at the pool, including Swim Lessons, Aquatic/Recreational Programs and Pool Parties. Any organized activities taking place at the Amenity Center must first be approved by Amenity Staff.
- (15) Any person swimming during non-posted swimming hours may be suspended from using the facility.
- (16) Proper swim attire (no cutoffs) must be worn in the pool.
- (17) No chewing gum is permitted in the pool or on the pool deck area.
- (18) Alcoholic beverages are not permitted in the pool area.
- (19) No diving, jumping, pushing, running or other horseplay is allowed in the pool or on the pool deck area.
- (20) For the comfort of others, the changing of diapers or clothes is not allowed at pool side. Changing tables are provided in the restroom facility.
- (21) No one shall pollute the pool. Anyone who does pollute the pool is liable for any costs incurred in treating and reopening the pool.
- (22) Radio controlled water craft are not allowed in the pool area.
- (23) Pool entrances must be kept clear at all times.
- (24) No swinging on ladders, fences, or railings is allowed.
- (25) Pool furniture is not to be removed from the pool area.
- (26) Loud, profane, or abusive language is absolutely prohibited.

**SWIMMING POOL & WADING POOL: FECES POLICY**

- (1) If contamination occurs, the pool will be closed for twelve (12) hours and the water will be shocked with chlorine to kill all bacteria.
- (2) Parents should take their children to the restroom before entering the pool.
- (3) Children under three (3) years of age, and those who are not reliably toilet trained, must wear rubber lined swim diapers and a swimsuit over the swim diaper.



## **BBQ GRILL**

- (1) The BBQ Grill will be on a first-come first serve basis. In consideration of others, who may be waiting to use the grill, there is a time limit of 30 minutes. Patrons may move to the end of the line if they need more time.
- (2) Be sure the coals in grill are cooled off after use and clean up any spilled food, beverages, or condiments.

## **FITNESS CENTER POLICIES**

All Patrons and Guests using the “Fitness Center” within the Amenity Facility are expected to conduct themselves in a responsible, courteous and safe manner in compliance with all Policies and Rules of the Concord Station Community Development District governing the Amenity Facilities. Disregard or violation of the District’s Policies and Rules and misuse or destruction of Fitness Center equipment may result in the suspension or termination of Fitness Center privileges.

**Please note the Fitness Center is an unattended facility, persons using the facility do so at their own risk. Amenity Center Staff is not present to provide Personal Training or Exercise Consultation to Patrons or Guest. Persons interested in using the Fitness Center are encouraged to consult with a physician prior to commencing a fitness program.**

- (1) *Hours:* The Fitness Center opens for use by Patrons during normal operating hours to be established and posted by the District. 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.
- (2) *Emergencies:* All emergencies and injuries must be reported to the Amenity Staff as well as the District Manager at 813-994-1001.
- (3) *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 in the Fitness Center at any time. Guests may use the Fitness Center if accompanied by an adult Patron. Patrons and Guests use this facility at your own risk.
- (4) *Proper Attire:* Appropriate clothing and athletic footwear (covering the entire foot) must be worn at all times in the Fitness Center. Appropriate clothing includes t-shirts, shorts, leotards, and/or sweat suits.
- (5) *Food and Beverage:* Food (including chewing gum) is not permitted within the Fitness Center. Beverages, however, are permitted in the Fitness Center if contained in non-breakable containers with screw top or sealed lids. Alcoholic beverages are not permitted.

(6) *General Policies:*

- Each individual is responsible for wiping off fitness equipment after use.
- Use of personal trainers is not permitted in the Fitness Center.
- Hand chalk is not permitted to be used in the Fitness Center.
- Music and/or digital media players are not permitted unless they are personal units equipped with headphones.
- No bags, gear, or jackets are permitted on the floor of the Fitness Center or on the fitness equipment.
- Smoking and smokeless tobacco products are not permitted anywhere in the Fitness Center.
- Weights or other fitness equipment may not be removed from the Fitness Center.
- Use of cardiovascular equipment shall be limited to thirty (30) minutes periods and individuals shall alternate between multiple sets on weight equipment if other individuals are waiting.
- Please return weights and other fitness equipment to the proper location after use.
- 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.
- Any fitness program operated, established, and run by Amenity staff may have priority over other users of the Fitness Center.
- TVs are available for use. Use common courtesy with volume so it is not disturbing to others. Turn off the TV when you are finished.

**GAME ROOM**

- No one under the age of 16 is permitted in the Game Room without an 18 and older resident host present.
- The Game Room equipment is kept at the front desk and must be signed out. Notify Clubhouse Staff if any equipment is missing or broken.
- Do not sit or lean on the game tables and/or granite bar tops.
- When you are finished playing, return the game equipment to the front desk, cue sticks and chalk to the wall racks.
- When all of the game room tables are occupied and others are waiting, please limit your time to one hour. This does not include posted tournaments.

## **BASKETBALL FACILITY POLICIES**

All Patrons and Guests using the Basketball Facility are expected to conduct themselves in a responsible, courteous and safe manner in compliance with all policies and Rules of the Concord Station Community Development District governing the Amenity Facilities. Disregard or violation of the District's policies and rules and misuse or destruction of Facility equipment may result in the suspension or termination of Facility privileges. Guests may use the Basketball Facility if accompanied by an adult Patron.

**Please note that the Basketball Facility is an unattended facility and persons using the facility do so at their own risk. Persons interested in using these Facilities are encouraged to consult with a physician prior to using the facility.**

- (1) *Hours:* The basketball facility is available for use by Patrons during normal operating hours "from sunrise to sunset". These facilities may not be rented. 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.
- (2) *Emergencies:* All emergencies and injuries must be reported to the Amenity staff as well as the District Manager at (813) 994-1001.
- (3) *Proper Attire:* Proper basketball or athletic shoes and attire are required at all times while on the courts. Proper attire shall consist of athletic shoes with non-marking soles, shirts, and shorts or athletic pants. No cutoffs, swimsuits, or jeans allowed at either facility.
- (4) *Reservations:* Reservations are not accepted for use of the basketball or sports field amenities. These facilities are on a first come, first serve basis. Use of a basketball court or sports field is limited to one (1) hour when others are waiting.
- (5) *General Policies:*
  - Proper basketball etiquette shall be adhered to at all times. The use of profanity or disruptive behavior is prohibited.
  - Persons using the basketball facility must supply their own equipment.
  - 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.
  - 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 and volleyball courts.
  - No chairs other than those provided by the District are permitted on the basketball courts.

**PLAYGROUND POLICIES**

- (1) Children under the age of eight (8) must be accompanied by an adult.
- (2) No roughhousing on the playground.
- (3) Individuals using the playground must clean up all food, beverages and miscellaneous trash brought to the playground. Glass containers are prohibited.
- (4) Use of the playground may be limited from time to time due to sponsored events which must be approved in advance by the District Manager.
- (5) The use of profanity or disruptive behavior is absolutely prohibited.
- (6) Smoking and smokeless tobacco products are not permitted on the playground.
- (7) Alcoholic beverages are not permitted on the playground.

**FACILITY RENTAL POLICIES**

Patrons may reserve for rental certain portions of the Amenity Center for private events. Only one (1) room or portion of the Amenity Center is available for rental during regular hours of operation and reservations may not be made more than four (4) months prior to the event. In addition, each household may rent a portion of the Amenity Center only once per quarter of the calendar year. Persons interested in doing so should 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 December Holiday Parties, and private events on the following holidays:

Easter Sunday	Memorial Day Weekend	4 <sup>th</sup> of July
Labor Day Weekend	Thanksgiving	Christmas Eve
Christmas Day	New Year's Eve	

- (1) *Available Facilities:* The clubhouse and the meeting room are areas of the Amenity Center that are available for private rental (capacity; rental fee established by rule) for up to five (5) total hours (including set-up and post-event cleanup):

**The pool and pool deck area of the Amenity Center is not available for private rental and shall remain open to other Patrons and their Guests during normal operating hours.**

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

- (2) *Rental Fees:* A non-refundable room rental fee will be charged as follows: \$100.00 A final guarantee (number) of Guests may not exceed the allowable number authorized by the Fire Marshal. This number is to be conveyed to the Amenity Manager no later than five (5) days before the date of the scheduled event. In absence of a final guarantee, the number indicated on the original agreement will be considered correct. A check *shall* be made out to the “Concord Station Community Development District” and submitted to the Amenity Manager’s Office within five days from the reservation date.

Any group that is still in the Clubhouse after hours will be billed \$25.00 per half hour. Rates are subject to change without notice.

- (3) *Reservations:* Patrons interested in reserving a room must submit to the Amenity Manager, no later than fourteen days prior to the event, a completed Facility Use Application. At the time of approval, one (1) check or money order (no cash) made payable to the **Concord Station Community Development District** should be submitted to the Amenity Manager, received within five days from the reservation date, in order to reserve the room. The check should be in the amount of Two Hundred and Fifty Dollars (\$250.00) as a deposit. The deposit will be returned following the event provided the Clubhouse and District Manager determines that there has been no damage to the facility and the facility has been properly cleaned after use. If the facility is not properly cleaned, the deposit will be kept for this purpose. The Amenity 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 following will not be allowed:

- Political events for a candidate
- An event where the clubhouse member has a direct financial gain.

Room (s) cancellations: The room (s) must be cancelled thirty days prior to the reserved date. If the room reservation is cancelled less than thirty days, one half of the rental deposit will be kept as a cancellation fee

- (4) *Deposit:* As stated above, deposit in the amount of Two Hundred and Fifty Dollars (\$250.00) is required by the time the reservation is approved. To receive a full refund of the deposit, the following must be completed:

- Ensure that all garbage is removed and placed in the dumpster.
- Remove all displays, favors or remnants of the event.
- Restore the furniture and other items to their original position.
- Wipe off counters, table tops and sink area.
- Replace garbage liner.
- Clean out and wipe down the refrigerator, and all cabinets and appliances used. Clean any windows and doors in the rented room. Floor should be swept clean.
- Ensure that no damage has occurred to the Amenity Center and its property.

If additional cleaning is required, the Patron reserving the room 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 Amenity Manager shall determine the amount of deposit to return, if any.

(5) *General Policies:*

- Patrons are responsible for ensuring that their Guests adhere to the policies set forth herein.
- Rooms may be rented outside of the regular hours of operation of the Amenity Center. Please see the Amenity Manager for details relating to additional rental cost, staffing cost/availability, and facility availability. Please note all Policies remain in force for these special circumstances and the District has final say in these matters.
- The volume of live or recorded music must not violate applicable Pasco County noise ordinances.
- No glass, breakable items or alcohol are permitted in or around the pool deck area.
- Additional liability insurance coverage will be required for all events that are approved to serve alcoholic beverages. This policy also pertains to certain events the district feels should require additional liability coverage on a case by case basis to be reviewed by the District Manager or Board of Supervisors. The District is to be named on these policies as an additional insured party.
- The kitchen may be used by Clubhouse members and guests during their approved parties; otherwise, the Refrigerator and the items within the refrigerator and within the cabinet are not for residential use.
- The Clubhouse staff will operate the dishwasher
- During days when there are events sponsored by the Clubhouse, i.e. parties, dances, large events, the Community Room will not be available.

**SUSPENSION AND TERMINATION OF PRIVILEGES**

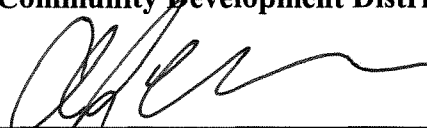
To ensure the use and enjoyment of the Concord Station facilities by the Club's members, the following policy shall be followed for those members who are not adhering to the rules and regulations. This policy will be enforced and applied uniformly in a standard way to all club members without prejudice. Members and staff are expected to act, at all times, in a courteous and respectful manner. Blatant aggressive or argumentative behaviors are a basis for immediate suspension. Any member or their guest who is physically or verbally abusive to other Clubhouse members or Clubhouse staff will not receive written notice, but will be immediately suspended for up to 15 days at the Clubhouse Manager's discretion.

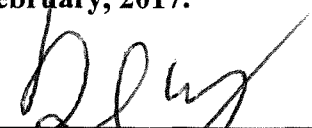
ALL OTHER RULE VIOLATIONS WILL BE HANDLED THE FOLLOWING WAY

- 1<sup>ST</sup> Violation: Verbal Warning
- 2<sup>nd</sup> Violation: Written Warning
- 3<sup>rd</sup> Violation: 30 Day Suspension
- 4<sup>th</sup> Violation: 60 Day Suspension

- (1) Privileges at the Amenity Facility can be subject to suspension or termination by the Board of Supervisors if a Patron:
  - Permits unauthorized use of a Key Card
  - Exhibits unsatisfactory behavior, deportment or appearance.
  - Fails to abide by the Rules and Policies established for the use of Amenity Facilities.
  - Treats the personnel or employees of the Amenity Facilities in an unreasonable or abusive manner.
  - Engages in conduct that is improper or likely to endanger the welfare, safety or reputation of the Amenity Facility or Amenity Center Staff.
  
- (2) Any member receiving a notice for rules violation will have the violation removed if they receive no further violations within a 90-day period following the notification. If the member corrects the situation which is a violation on the spot, then no notice (oral or written) will be issued.
  
- (3) Any person receiving a notice of a rules violation may appeal by notifying the Clubhouse Manger and request for the suspension to be appealed. The appeals meeting will be conducted as follows.
  - Meeting shall be called to order.
  - Appeals Committee shall select a chairperson and a recording secretary
  - Rules violation shall be read.
  - Clubhouse representative shall present cause for suspension, with attendant evidence.
  - Appellant shall present rebuttal.
  - Appeals Committee shall deliberate and deliver ruling and shall notify offender.

**The above policies were adopted by the Board of Supervisors for the Concord Station Community Development District on this 9<sup>th</sup> day of February, 2017.**

  
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Secretary/Assistant Secretary

  
\_\_\_\_\_  
Chairperson, Board of Supervisors