

**CONCORDE ESTATES  
COMMUNITY DEVELOPMENT DISTRICT**

**3151 GEORGIAN BAY LANE  
KISSIMMEE, FLORIDA 34746**

**POLICIES & RATES**

**ADOPTED – SEPTEMBER 14, 2007**

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**Website: [www.concordeestatescdd.org](http://www.concordeestatescdd.org)**

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**\*\*\* Whenever the term ‘Patron’ is used in these Policies for Concorde Estates CDD, it shall mean any person with Privileges to use any Amenity Facilities, and such Privileges are not suspended or terminated.\*\*\***

**\*\*\*Adult Patron is used in these Policies, it shall mean a Patron of 18 years of age or older.\*\*\***

**\*\*\*The District Board of Supervisors reserves the right to amend or modify these policies by Board action.\*\*\***

**ARTICLE I**  
**CONCORDE ESTATES FEE STRUCTURE**

- (1) The annual user fee for persons not owning property within the District is \$3,500.00. This fee must be paid in full at the time of completion of the Non-Resident Club Member application and the corresponding agreement. This Fee will cover membership to all Amenity Facilities for one (1) full year from the date of receipt of payment by the District. Each subsequent annual membership fee shall be paid in full on the anniversary date of application for membership. Such fee may be increased, not more than once per year, by action of the Board of Supervisors, to reflect increased costs of operation of the Amenity Facilities; such increase may not exceed ten percent (10%) per year. This membership is not available for commercial purposes.
- (2) Two (2) Facility Access Cards and one (1) Annual Guest Card will be issued to each owning entity within the District for Resident Members and non-resident fee paying entity for Non-Resident Members. There is a \$20.00 charge to replace lost cards or to purchase additional cards. The maximum number of Facility Access Cards any one family can hold at any time is four.
- (3) One (1) Annual Guest Card per unit, good for twenty-five (25) guest uses, will be issued to the unit owner and to the Non-Resident fee payer, annually by the District. Each Guest counts as one (1) use with a maximum of four (4) guests per visit. Example: If four (4) guests are brought, that will count as four (4) uses or (punches) on your Annual Guest Card toward your twenty-five (25) total for the year. Additional Annual Guest Cards may be purchased for \$40.00, with the maximum of one (1) being held by any one Annual Guest Card holder at any time, by contacting the Concorde Estates Field Manager after the twenty-five (25) uses on the Annual Guest Card have been used. The limitation on guest uses as set forth in this paragraph shall not be effective until such time as the District Board of Supervisors adopts a resolution finding that the community has grown to a point making it necessary to limit the number of Guest uses as provided herein.
- (4) All Guests shall register with the Concorde Estates Staff.
- (5) All persons renting or leasing a residential unit from persons owning a residential unit in the District are responsible for obtaining Facility Access Cards from the unit owner. Renters/leasees will not be issued additional Facility Access Cards or Annual Guest Cards at no cost; however they would have the ability to pay the annual user fee applicable to persons not owning property within the District.
- (6) The owner of the unit is responsible for returning the cards once the lease agreement has ended with the renter.

**ARTICLE II**  
**GENERAL FACILITY PROVISIONS**

- (1) Patrons, extended stay Guest card holders, Non-Resident Members, and Renters/leasers of residential units within the District must present their access cards and register upon entering the District Amenity Center.
- (2) Children under fourteen (14) years of age must be accompanied by a parent or adult Patron or Guest at all times.
- (3) The Amenity Center's hours of operation will be established and published by the District depending upon the season of the year and other circumstances.
- (4) The sale, consumption, possession, or distribution of alcoholic beverages at special events is prohibited without the prior approval of the District Board of Supervisors (request must be presented to the District Manager in advance of the scheduled meeting of the Board of Supervisors). The granting of this request is contingent upon proof of event insurance maintained and held by the applicant with the District being named as an additional insured on such policy of insurance. The applicant for the special event is required to hire or contract with a licensed and insured vendor of alcoholic beverages for purposes of distributing or selling alcoholic beverages at the event. Proof of such insurance and satisfaction of such other required conditions shall be provided to the District Manager's office prior to the scheduled event. Notwithstanding the above, the consumption and possession of alcoholic beverages by individuals of legal age at the Amenity Center Facilities is not prohibited; however, such individuals are responsible for their actions.
- (5) Dogs and all other pets (with the exception of Service Animals as defined by Florida law) are not permitted within the Amenity Center's facilities. In those areas where dogs are permitted, all dogs shall be leashed at all times. Patrons & Guests are responsible for picking up after all pets and properly disposing of any pet waste.
- (6) Vehicles shall be parked in designated areas only. Vehicles shall not park in any manner which has the effect of disrupting the normal flow of traffic.
- (7) Fireworks of any kind are not permitted at the Amenity Center Facilities, grounds, or adjacent areas.
- (8) No Patron, visitor or Guest is permitted in the service areas of the Amenity Center Facility without the permission of District Staff.
- (9) The District Board of Supervisors reserves the right to amend or modify these policies by Board action.
- (10) The District Board of Supervisors and District Staff have full authority to enforce these policies.
- (11) Two (2) Facility Access Cards and one (1) Annual Guest Card will be issued to a unit owner at the time of closing upon property within the District or upon notification of closing to the District. The District has the discretion to request proof of ownership prior to releasing Facility Access Cards or Annual Guest Cards. All Members and Guests shall use their Card for entrance to the Amenity Center. All lost or stolen swipe cards should be reported immediately to the Amenity Center Manager. A \$20.00 replacement card fee will be charged for replacement cards.

- (12) Smoking and the use of any tobacco products are not permitted anywhere in the Amenity Center or its facilities.
- (13) Guests shall be registered and accompanied by a Patron before entering the Amenity Center.
- (14) Disregard for any of the Amenity Center or District Facility rules or policies may result in expulsion and/or suspension from the facility and termination of privileges for Patrons & Guests. Please see the section on EXPULSION FROM PREMISES; SUSPENSION AND TERMINATION OF PRIVILEGES in these policies for further explanation and detail.
- (15) Glass and other breakable items are not permitted at the Amenity Center or its facilities.
- (16) Patrons and Guests shall treat all staff members with courtesy and respect.
- (17) Skateboarding is not permitted on any Amenity Facility property, including but not limited to the Amenity Center and sidewalks surrounding this area.
- (18) Other than the streets and roadways designed for travel by the public, no vehicular traffic is permitted on any District property without the written permission from the District.
- (19) No person shall be allowed inside the Clubhouse or Fitness center in a wet swimsuit or wet clothing.

**ARTICLE III**

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

- (1) Each Patron and each guest as a condition of invitation to the premises of the center 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 the premises of the center, whether in lockers or elsewhere.
- (2) No person shall remove from the room in which it is placed or from the Concorde Estates Amenity Center's premises any property or furniture belonging to the District or its contractors without proper authorization. Concorde Estates 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.
- (3) 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.
- (4) 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 Concorde Estates Amenity Center, the District, the Board of Supervisors, District employees, District representatives, District contractors, District agents, DR Horton, Inc., and BSHW Lakeshore, LLC 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.
- (5) 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 Concorde Estates 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 Concorde Estates 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).

**ARTICLE IV**  
**GENERAL SWIMMING POOL RULES**

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

**\*\*\*Please note the swimming pool is an unattended facility and persons using the swimming pool do so at their own risk.\*\*\***

- (1) All Patrons must register upon entry of the pool area. At any given time, a Patron may be accompanied by up to four (4) guests at the swimming pool.
- (2) Children under fourteen (14) years of age must be accompanied by a Parent or Adult Patron at all times for usage of the pool facility.
- (3) Radios, televisions, and the like may be listened to if played at a volume which is not offensive to other patrons and guests.
- (4) Swimming is permitted only during designated hours, as posted at the pool. Swimming after dusk is prohibited by the Florida Department of Health. There is no staff present at all times. Patrons swim at their own risk while adhering to swimming pool rules.
- (5) Showering is required before entering the pool.
- (6) Glass containers are strictly prohibited in the pool area.
- (7) Children under three (3) years of age, and those who are not reliably toilet trained, must wear rubber lined swim diapers, as well as a swim suit over the swim diaper, to reduce the health risks associated with human waste in the swimming pool/deck area.
- (8) Play equipment, such as floats, rafts, snorkels, dive sticks, and flotation devices must meet with District Staff approval prior to use. The District Staff reserves the right to discontinue usage of such play equipment during times of peak or scheduled activity at the pool or if the equipment poses a safety concern.
- (9) Swimming Pool hours will be determined by the District Board of Supervisors and may be changed by the Board at its discretion. The pool may be closed for various periods of time to facilitate maintenance and keep it up to health code.
- (10) Pets, bicycles, skateboards, roller blades, scooters and golf carts are not permitted on the pool deck area inside the pool gates at any time.
- (11) The Concorde Estates Amenity Center staff reserves the right to authorize all programs and activities, including the number of guest participants, equipment and supplies usage, etc., conducted at the pool, including Swim Lessons, Aquatic/Recreational Programs and Pool Parties.
- (12) Any person swimming during non-posted swimming hours may be suspended from using the facility. Guests must be registered and accompanied by a Patron before entering the Concorde Estates Amenity Center.
- (13) Proper swim attire must be worn in the pool, no cutoffs or thongs are allowed.

- (14) No chewing gum is permitted in the pool or on the pool deck area.
- (15) Alcoholic beverages are not permitted in the pool area.
- (16) No diving, jumping, pushing, running or other horseplay is allowed in the pool or on the pool deck area.
- (17) For the comfort of others, the changing of diapers or clothes is not allowed at pool side.
- (18) No one shall pollute the pool. Anyone who does pollute the pool is liable for any costs incurred in treating, cleaning and reopening the pool.
- (19) Radio controlled water craft are not allowed in the pool area.
- (20) Pool entrances must be kept clear at all times.
- (21) No food, beverages of any kind, or animals shall be permitted in the pool or within four (4) feet of the water's edge of the pool.
- (22) No swinging on ladders, fences, or railings is allowed.
- (23) Pool furniture is not to be removed from the pool area.
- (24) Loud, profane, obscene or abusive language is absolutely prohibited.
- (25) THUNDERSTORM POLICY
  - The pool shall be considered closed upon any signs of lightning or thunderstorms until such storm(s) have left the area.
- (26) FECES POLICY
  - If contamination occurs, the pool may be closed.
  - Parents should take their children to the restroom before entering the pool.
  - 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 in the swimming pool and swimming pool deck area.



**ARTICLE V**  
**TENNIS FACILITY POLICIES**

All Patrons and guests using the Tennis Facility are expected to conduct themselves in a responsible, courteous and safe manner in compliance with all policies and rules of the Concorde Estates Community Development District governing the amenity facilities.

Disregard or violation of the District's policies and rules and misuse or destruction of Tennis Facility equipment may result in the suspension or termination of Tennis Facility privileges. Guests may use the Tennis Facility if accompanied by an adult Patron.

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

- (1) Hours: The Concorde Estates Tennis Facility is available for use by Patrons during normal operating hours which are posted. Courts in this facility may not be rented, however they can be reserved by Patrons for use.
- (2) Emergencies: All emergencies and injuries must be reported to the Field Manager as well as the District Manager at 407-472-2471.
- (3) Proper Attire: Proper tennis shoes and attire is required at all times while on the court. No cutoffs, swimsuits, jeans, or tank tops. No black soled shoes.
- (4) Reservations: Patrons may reserve a tennis court by contacting the amenity staff. Reservations may be made up to a week in advance for a period of up to two (2) hours. Only one (1) reservation may be held by a Patron at any given time. If the Patron is twenty (20) minutes late for their reservation, the reservation shall be forfeited. When not the subject of a reservation, the tennis court is available on a first come, first serve basis. It is recommended that persons desiring to use the tennis court check with the amenity staff to verify availability. Use of a tennis court is limited to one (1) hour when others are waiting unless the court is being used pursuant to a reservation discussed above.
- (5) General Policies:
  - Proper tennis etiquette shall be adhered to at all times. The use of profanity or disruptive behavior is prohibited.
  - Persons using the Tennis Facility must supply their own equipment (rackets, balls, etc.).
  - The Tennis Facility is for the play of tennis only. Pets, roller blades, bikes, skates, skateboards, and scooters are prohibited from the tennis facility.
  - Beverages are permitted at the Tennis Facility if contained in non-breakable containers with screw top or sealed lids. No glass containers are permitted on the tennis court. Alcoholic beverages are not permitted on tennis court.
  - No chairs other than those provided by the District are permitted on the tennis court.
  - Children under the age of fourteen (14) are not allowed to use the Tennis Facility unless accompanied by an adult Patron.

**ARTICLE VI**  
**PLAYGROUND POLICIES**

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

**ARTICLE VII**  
**SAND VOLLEYBALL COURT POLICIES**

- (1) Proper volleyball etiquette shall be adhered to at all times. The use of profanity or disruptive behavior is prohibited.
- (2) Proper volleyball or athletic shoes and attire are required at all times while on the courts. Shirts must be worn.
- (3) The volleyball facility is for the play of volleyball only.
- (4) Beverages are permitted at the volleyball facility if they are contained in non-breakable containers with screw top or sealed lids.
- (5) No chairs, other than those provided by the District, are permitted on the volleyball courts.
- (6) Children under the age of thirteen (13) are not allowed to use the volleyball facility unless accompanied by an adult Patron.
- (7) Please clean up the court after use.
- (8) The volleyball courts may be reserved by the District for District-sponsored events or functions.

**ARTICLE VIII**  
**FITNESS CENTER POLICIES**

All Patrons and Guests using the District Fitness Center 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 Center Facilities. Any disregard or violation of the District's policies and rules and misuse or destruction of District Fitness Center equipment may result in the suspension or termination of District Amenity Center privileges. Prior to entering the District Fitness Center, persons are required to register with District Staff.

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

Hours: The District Fitness Center is available for use by Patrons and their Guests during normal operating hours to be established and posted by the District.

Emergencies: All emergencies and injuries must be reported to the District Staff as well as the District Manager at 407-472-2471.

Eligible Users: Patrons and Guests eighteen (18) years of age and older are permitted to use the District fitness centers during designated operating hours. No children under the age of eighteen (18) are allowed in the District fitness centers at any time.

Food and Beverage: Food (including chewing gum) is not permitted within the District fitness centers. Beverages, however, are permitted in the District fitness centers if contained in non-breakable containers with screw top or sealed lids. Alcoholic beverages are not permitted. Smoking is not permitted in the District fitness centers.

General Policies:

- (1) Appropriate attire and footwear (covering the entire foot; i.e. NO sandals or flip-flops) must be worn at all times in the District Fitness Center. Appropriate attire includes t-shirts, shorts, leotards, and/or sweat suits (no tank tops, jeans or swimsuits).
- (2) All fitness equipment shall be wiped clean after each use.
- (3) Use of personal trainers is not permitted in the District Fitness Center without express written permission of the District Manager or on-site Field Manager.
- (4) Hand chalk is not permitted to be used in the District Fitness Center.
- (5) Radios, tape players, CD players or other similar devices are not permitted unless they are personal units equipped with headphones.
- (6) No bags, gear, or jackets are permitted on the floor of the District Fitness Center or on the fitness equipment. Lockers are available on a daily basis in the bath houses for storage of personal items.
- (7) Weights or other fitness equipment may not be removed from the District fitness centers.

- (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) Weights shall be returned to their proper location after use.
- (11) 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.
- (12) Lift at your own risk. If in doubt, please consult your doctor prior to using any fitness equipment.
- (13) Any fitness program operated, established and/or run by the District Staff will have priority over other users of the Fitness Center.

**ARTICLE IX**  
**LAKE, POND, AND BRIDGE POLICIES**

General Polices:

- (1) Swimming and boating is prohibited in all lakes/ponds and other bodies of water on District property.
- (2) Jumping or diving from the bridge located near the Concorde Estates Amenity Center is prohibited at all times. Swimming will only be permitted at the Concorde Estates Amenity Center Pool. This is for the safety of Patrons and their Guests and the legal protection of the District.
- (3) Patrons and their Guests may fish in the lakes within the District (the "Lakes"). Fishing is NOT permitted from private property without the permission of the owner of such property. Patrons and their Guests fishing in the Lakes shall remove and properly dispose of all garbage, fishing line, hooks and other refuse. We ask that you respect your fellow landowners and access the Lakes through the proper access points. No watercraft of any kind is allowed in the Lakes.
- (4) Concorde Estates CDD has a strict catch-and-release policy for all fish and any other aquatic wildlife caught in the Lakes, requiring that any fish or other aquatic wildlife caught be immediately returned to the Lake from which it was caught. The purpose of the Lakes is to facilitate the District's natural water system for run off and overflow. The Lakes are not to State code for keeping your catch, so please protect yourself and our fish population and return them to the water.
- (5) Violations of these policies will be reported to local authorities.

**ARTICLE X**  
**DISTRICT PARKS POLICIES**

All attendees, residents and their guests must observe the policies listed below; otherwise they will be issued a trespass warning and will be subject to eviction from the park premises. The District may close any park if public safety is threatened by any activity on the premises.

1. Park hours of operation are daily from dawn to dusk.
2. Children under the age of 14 shall be directly supervised by a person over the age of 18.
3. Pets must be restrained on a leash at all times. Attendees must clean-up after the animals.
4. Loitering and soliciting are prohibited, and violators will be required to leave.
5. Alcoholic beverages and/or other controlled substances are prohibited.
6. Motorized vehicles are prohibited except in parking areas and designated roadways.
7. No motor vehicles shall be left at the park after the posted hours of operation.
8. Rollerblades and bikes are permitted on sidewalks only.
9. All trash shall be disposed of in designated waste receptacles. No littering.

The District reserves the right to remove any attendee from the park premises for violation of these policies.

**ARTICLE XI**  
**FACILITY RENTAL POLICIES**

Patrons may reserve for rental certain portions of the Concorde Estates Amenity Center for private events. Only one (1) room or portion of the Concorde Estates 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. Persons interested in doing so should contact the on-site Manager regarding the anticipated date and time of the event to determine availability. Please note that the Concorde Estates Amenity Center is unavailable for December Holiday Parties and private events on the following holidays:

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

- (1) Available Facilities: The following areas of the Concorde Estates Amenity Center are available for private rental (capacity and rental fee established by rule) for up to four (4) total hours (including set-up and post-event cleanup):

**Clubhouse Rental \$100.00**

**\*\*\* with a maximum of forty-five (45) persons, and a maximum of four (4) hours \*\*\***

Clubhouse Rentals in excess of four hours will be charged \$25.00 per hour for each additional hour over initial four hours, **with prior Board, District Manager or Field Manager written approval.**

**All Clubhouse Rentals require a \$200.00 deposit**

The pool and pool deck area of the Concorde Estates 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 Concorde Estates Amenity Center shall be responsible for any and all damage and expenses arising from the event.

- (2) Reservations: Patrons interested in reserving a room must submit to the on-site manager a completed Facility Use Application. At the time of approval, two (2) checks or money orders (**no cash**) made out to the Concorde Estates Community Development District should be submitted to the on-site manager in order to reserve the room. One (1) check should be in the amount of the room rental fee and the other check should be in the amount of Two Hundred Dollars (\$200.00) as a deposit. The Concorde Estates on-site 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.
- (2) a. Staffing: During the Concorde Estates Amenity Center normal operating hours in which an Amenities Management Company staff member is present, private events held in the Concorde Estates Amenity Center Clubhouse with the max of forty-five (45) persons or less are not required to pay for an additional staff person unless otherwise required by the District. For events outside of Concorde Estates Amenity Center normal operating hours with a max of forty-five (45) persons or less additional staff will be required at a rate to be determined by the Amenities Management Company. Checks will be payable to the Amenities Management Company directly.

(3) Deposit: As stated above, a deposit in the amount of Two Hundred Dollars (\$200.00) 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.
- Ensure that no damage has occurred to the Concorde Estates 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 Concorde Estates District Manager and/or Field Manager shall determine the amount of deposit to return, if any.

(4) 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 facility or beyond the four hour maximum, and will be reviewed on a case-by-case basis. Please see the Field Manager for details relating to additional rental cost, staffing cost/availability, and facility availability. Please note all Facility Rental 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 City of Kissimmee noise ordinances.
- No glass, breakable items or alcohol are permitted in or around the pool deck area.
- Additional liability insurance coverage in the amount of Five Hundred Thousand Dollars (\$500,000.00) 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 Board of Supervisors or District Manager has the right to waive room rental fees and usage limits that do not exceed the fire code for private rentals, events, or activities they have reviewed on a case-by-case basis at the request of the Field Manager or any Patron.
- No items may be affixed to walls, doors or windows (i.e. tape, thumbtacks, etc.).

## **ARTICLE XII**

### **EXPULSION FROM PREMISES; SUSPENSION AND TERMINATION OF PRIVILEGES**

#### **Relating to the Health, Safety and Welfare of the Patrons and Damage to Amenity Facilities:**

Notwithstanding anything contained herein, the District and/or Amenity Facilities Staff may, at any time, remove any Patron or their Daily Guest from the premises and/or restrict or suspend any Patron's or Daily Guest's privileges to use any or all of the Amenity Facilities (the procedures for which are outlined below), when such action is necessary to:

1. Protect the health, safety and welfare of other Patrons and their Daily Guests.
2. Protect the health, safety and welfare of District and Amenity Facilities Staff.
3. Protect the Amenity Facilities from damage.
4. Protect the District's Food & Beverage Operator's ability to comply with all local, state and federal guidelines.

#### **Expulsion from Premises:**

Expulsion of a Patron or Daily Guest from District premises shall be at the discretion of the District's Field Manager, District Manager, Amenity Facilities Staff, or the Board of Supervisors, resulting from:

1. Hostile behavior that is a threat to other Patrons/Daily Guests, District Staff, Amenity Facilities Staff, and/or district property.
2. Behavior that, if left unchecked by Staff, could either jeopardize the Food & Beverage Operator's Food & Beverage license(s) or otherwise affect its lawful operation of the District's Food & Beverage facilities.

Such physical expulsion from the premises shall be undertaken only by local law enforcement personnel and not by District or Amenity Facilities Staff, or a member of the Board of Supervisors.

#### **Restriction or Suspension of District Privileges:**

The authority to restrict or suspend any Patron's or their Daily Guest's privileges to use any or all of the Amenity Facilities is formally granted by the Board of Supervisors to the District Field Manager, District Manager, and/or the Amenity Manager. Such action may be initiated by the District Manager, District Field Manager, or Amenity Manager, with its final determination made by the Board of Supervisors at the next Board of Supervisors meeting (or as soon as practical). For more details, see "District Suspension and Termination Process" outlined below.



### **Relating to District Policies and Fees for All Amenity Facilities:**

A Patron's or Daily Guest's privileges of any or all Amenity Facilities may be subject to various lengths of suspension or termination for up to one (1) calendar year by the Board of Supervisors, and a Patron or Daily Guest may also be required to pay restitution for any property damage, if he or she:

1. Fails to abide by the District Policies and Fees for All Amenity Facilities established and approved by the Board of Supervisors.
2. Submits false information on the application for an Access Card or Daily Guest pass.
3. Permits unauthorized use of an Access Card or Daily Guest pass.
4. Violates applicable law or ordinance.
5. Treats District Staff or the personnel or employees of the Amenity Facilities Staff in an unreasonable or abusive manner. Such treatment includes, but is not limited to verbal and/or written communication.
6. Engages in conduct that is improper or likely to endanger the welfare, safety or reputation of the District, Field or Amenity Manager's staff.
7. Damages or destroys District property.

### **District Suspension and Termination Process:**

The following discipline process is imposed unless the actions by the Guest or Patron is reasonably perceived by the District to create an unreasonable risk of harm, is detrimental to the interest of the community, is a criminal offense, and/or otherwise is reasonably considered to be such an infraction that is considered a threat to the community.

In response to any violation of the rules, regulations, policies and procedures specified herein, including, but not limited to, those set forth in the preceding paragraph, the District shall follow the process outlined below with regard to suspension or termination of a Patron's or Daily Guest's privileges to use the amenity facilities:

1. First Offense – Issuance of either a Verbal or a Written Warning by Staff of policy violations. If verbal, a follow-up written summary by Staff shall be kept on file in the Amenity Center office, with a letter of confirmation sent by registered mail to the resident's mailing address on file. (The warning may not necessarily occur immediately at the time of the violation, due to frequent, past instances of Patrons' refusal to provide their name or contact information to Staff.)
2. Second Offense – Suspension of all Amenity Facilities privileges by the District Field Manager, District Manager, Amenity Facilities Staff, or the Board of Supervisors until further notice, for a period of up to ninety (90) days. Again, confirmation of this action shall be sent by registered mail to the resident.

A written report shall be provided to the District Manager and Board of Supervisors, and a final decision relating to the final term of suspension of privileges shall be made by the Board of Supervisors either within one (1) month of the incident or by the next Board of Supervisors meeting, whichever comes first.

3. Third Offense – Automatic suspension of all Amenity Facilities privileges for a minimum of ninety (90) days, with confirmation sent to the resident by registered mail. At the next Board of Supervisors meeting, a written account of all previous offenses shall be submitted and shall be reviewed by the Board of Supervisors, with possible suspension of privileges beyond ninety (90) days, including possible termination of the Patron's/Daily Guest's privileges for one (1) or more years, recommended by Staff and requiring approval by the Board of Supervisors.

Note 1: Should a Patron or a Daily Guest ignore or otherwise violate his or her suspension of privileges by such behavior as continuing to attempt to use the amenity facilities, Staff has the authority to call the Sheriff's deputy to report a trespass upon the District's premises.

Note 2: Adherence to the above procedures for suspension and/or termination of district-use privileges has no bearing whatsoever on whether a Patron or Daily Guest may be physically removed from District premises, as described previously.

Note 3: Access card will be confiscated upon suspension and/or termination of privileges.

Notwithstanding the above, the District shall retain the authority to immediately expel a guest or patron if actions by the Guest or Patron is reasonably perceived by the District to create an unreasonable risk of harm, is detrimental to the interest of the community, is a criminal offense, and/or otherwise is reasonably considered to be such an infraction that is considered a threat to the community.

### **Notification and Right to Hearing.**

Upon the taking of action by the Board of Supervisors regarding the suspension or expulsion of a person from the use of the Amenity Facilities, the District Manager shall provide notice, by certified mail, of the Board's determination, at the most recent address provided by such person in the District's records. Within fifteen (15) days from receipt of such notice, the person having been suspended or expelled (the "Affected Person") may request in writing, sent by certified mail to the District Offices, that the Board of Supervisors conduct a hearing regarding the suspension or expulsion. The right to a hearing, the requirement of written notice and the address to which such notice is to be sent, shall be clearly set forth in the District Manager's notice.

If the Affected Person requests a hearing, the Board of Supervisors shall set a date and time, not later than sixty (60) days after the written request, and shall conduct a hearing regarding its decision to suspend or expel the person from the amenity facilities. The District Manager shall give written notice, by certified mail, of the date and time of the hearing. At such hearing:

The Affected Person shall have the right:

- to counsel of his/her own choice;
- to hear or read a full report of testimony of witnesses;
- to confront and cross-examine witnesses who appear in person at the hearing;
- to present his or her own witnesses;
- to testify in his or her own behalf and to give reasons for his or her conduct; and
- to a fair and impartial decision based on substantial evidence.

The District shall keep a record of the proceedings by audio recording or court reporter, at its option. However, if anyone chooses to appeal any decision of the Board with respect to any matter considered at the hearing, such person will need a record of the proceedings and should accordingly ensure that a verbatim record of the proceedings is made which includes the testimony and evidence upon which such appeal is to be based.

The conduct of the hearing shall proceed generally in accordance with the Florida Rules of Civil Procedure and Florida Evidence Code, except that the formality of the proceedings shall not be as great as that of a court proceeding. The introduction of hearsay evidence shall not be objectionable.

At the conclusion of the hearing, the District's Board of Supervisors shall, by majority vote, determine whether to uphold or modify its prior action. The Board's actions shall be read into the record at the hearing and shall include findings of fact supporting the action.

If the Affected Person wishes to appeal the determination of the Board of Supervisors, he/she may, pursuant to Ch. 120, Florida Statutes, file a notice of appeal or petition for review to the Fifth District Court of Appeal in accordance with the Florida Rules of Appellate Procedure within 30 days after the rendition of the order being appealed. Expulsion, suspension and termination decisions made at the conclusion of a hearing by the District's Board of Supervisors shall be final agency action subject to judicial review by appeal pursuant to the provisions of § 120.68 Fla. Stat.

The above polices were amended and adopted by the Board of Supervisors for the Concorde Estates Community Development District on this day the \_\_\_\_\_.

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chairman/Vice Chairman