

RESOLUTION 2020-3

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CONCORDE ESTATES COMMUNITY DEVELOPMENT DISTRICT FOR THE PURPOSE OF ADOPTING RECREATION FACILITY USAGE AND ADMINISTRATIVE RULES; AND PROVIDING AN EFFECTIVE DATE

BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE CONCORDE ESTATES COMMUNITY DEVELOPMENT DISTRICT AS FOLLOWS:

WHEREAS, the Concorde Estates Community Development District (hereinafter the "District") is a local unit of special purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated entirely within Osceola County, Florida; and

WHEREAS, the Board of Supervisors of the Concorde Estates Community Development District is authorized by Section 190.011(5), Florida Statutes, to adopt rules and orders pursuant to Chapter 120, Florida Statutes; and

WHEREAS, the District wishes to adopt recreational facility usage and administrative rules as attached hereto as Exhibit "A";

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the Concorde Estates Community Development District as follows:

1. The above recitals are true and correct and incorporated herein by reference.
2. District Staff has provided notice to the general public in accordance with Section 120.54, Florida Statutes, and scheduled a Public Hearing before the Board of Supervisors.
3. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.
4. The Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

ADOPTED this 29th day of January, 2020

**CONCORDE ESTATES COMMUNITY
DEVELOPMENT DISTRICT**

Victor Cruz
Board of Supervisors, Chairman

ATTEST:

Kristen Suit
District Manager

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EXHIBIT A
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- ARTICLE II: CONCORDE ESTATES FEE STRUCTURE
- ARTICLE III: GENERAL FACILITY PROVISIONS GOVERNING DISTRICT FACILITIES
- ARTICLE IV: LOSS OR DESTRUCTION OF PROPERTY
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LIST OF APPENDICES

- APPENDIX I: DISTRICT FACILITY MAPS & PLANS
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- APPENDIX III: FACILITY USAGE APPLICATION (PERSONAL)
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ARTICLE I
DEFINITIONS

- a. General Use**
Any use of any of the District maintained Recreation Facilities defined in Article I(i).
- b. Special Event**
Any Event held on District Property, which involves a group of people gathering to participate in an activity involving more than normal, everyday use of said Property. Examples of special events are available in Article XIV(c). The terms “Special Event” and “Event” are used interchangeably throughout this document to refer to such Special Events as defined in this section.
- c. Organizer**
The individual, entity, organization, or company in charge of an event.
- d. District**
The Concorde Estates Community Development District (or “CDD”)
- e. District Facility Center**
The District clubhouse located at 3151 Georgian Bay Lane, Kissimmee, FL 34746.
- f. District Office**
The office of the District Manager located at 313 Campus Street, Celebration, FL 34747. Phone number: 407-566-4378. Email Address: admin@concordeestatescdd.org.
- g. District Manager**
The person(s) or entity contracted by the District who manages the works of the District.
- h. District Board of Supervisors**
The governing body of the CDD with those general and specific powers set for in Sections 190.011 and 190.012, Florida Statutes.
- i. District Recreation Facilities**
The Recreation Facilities maintained by the District, which include but are not limited to those parks and other facilities defined in Articles VI, VII, VIII, IX, X, XI, XII and XIII and as set forth on the Appendix I maps.
- j. District Swimming Pool Facility**
The District maintained Swimming Facility, as set forth on the Appendix I maps (also available at concordeestatescdd.org/index.php/documents).
- k. Facility Center Staff**
The onsite attendant of the District Facility Center. Facility Center Staff is charged with registering families and guests for District Facility access. Telephone: 407-449-4687. Email: clubhousemanager@outlook.com

l. District Resident

1. A Property Owner who currently resides in his or her home within the boundary of the District.
2. A Property Owner who has elected to declare residency outside the boundaries of the District, but who also owns within the boundaries of the District and does not rent out said home to others, either on a long-term or a short-term basis;
3. A Long-term Renter/Leasee occupying a residence inside the boundaries of the District; and
4. District Residents children under the age of 18.

District Resident, as used in these Rules for Concorde Estates CDD, shall mean any person with Privileges to use any District Facilities, if such Privileges are not suspended or terminated.

m. Family

A group of individuals living under one roof or head of household. This can consist of individuals who have not yet attained the age of eighteen (18), together with their parents or legal guardians. This does not include visiting relatives, or extended family not residing in the home.

n. Guest

Any person(s) who are invited and accompanied for the day by a District Resident to participate in the use of the District Facilities.

o. Non-District Owner

A property owner who has elected not to occupy his or her home within the boundaries of the District, but who rents out his or her home to other occupants.

p. Non-Resident User

A person who does not own or rent property with the boundaries of the District and does not pay non-ad valorem special assessments levied against property with the District, but who has paid the fee required by these rules in order to access the District Facilities. Once the fees are paid a Non-Resident User has the same rights and obligations, under these rules, as a District Resident.

q. Child Guardian

A person who is not a resident of the District, who is at least eighteen (18) years of age, and who has been designated as a Guardian for one or more District Resident children who are under the age of thirteen (13) as evidenced by an executed a notarized Guardianship Power of Attorney form.

r. Short-term Renter

A person who rents or leases a home from a Non-District Owner for a period less than twelve (12) months.

s. Long-term Renter/Leasee

A District Resident who does not own property within the District but rents or leases a home from a Non-District Owner for period not less than twelve (12) months.

t. Lease agreement

A written contract granting use or occupation of property during a specified period in exchange for a specified rent.

ARTICLE II
CONCORDE ESTATES FEE STRUCTURE

- a.** The annual access fee for a Non-Resident is \$3,500.00. This fee must be paid in full at the time of completion of the Non-Resident application and the corresponding agreement. This Fee will cover access to all District Facilities for one (1) full year from the date of receipt of payment by the District. Each subsequent annual access 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 District Facilities; such increase may not exceed ten percent (10%) per year. This access is not available for commercial purposes.
- b.** District Residents shall register with the Facility Manager in order to received two (2) access cards and a wrist band for each member of the family and four (4) guest wristbands. Anyone at the pool not wearing a wrist band will be asked to leave the Pool Facility.
- c.** All Guests shall register with the Facilities Manager.
- d.** All persons renting or leasing a residential unit from a District Resident in the District are responsible for obtaining Facility Access Cards from the unit owner or Facility Staff. Renters/leasees will not be issued additional Facility Access Cards or wristbands.
- e.** The owner or renter/leasee of the unit is responsible for returning the cards and wristbands once the lease agreement has ended with the renter.

ARTICLE III
GENERAL FACILITY RULES

- a.** District Residents, Guests, Non-Residents, and Renters/leasees of residential units within the District must present their access cards, wristbands, and register upon entering the District Facility Center.

- b.** Children under thirteen (13) years of age must always be accompanied by a parent, Guardian or Adult Guest in the District Facility Center. For the Pool and Fitness Center, children under sixteen (16) years of age must always be accompanied by a parent, Guardian, or Adult Guest.
- c.** The District Facility Center's hours of operation will be established and posted by the District depending upon the season of the year and other circumstances.
- d.** 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 District Facility Center is not prohibited; however, such individuals are responsible for their actions.

- e.** Dogs and all other pets, including emotional support animals (with the exception of Service Animals as defined by Florida law and the Federal Americans with Disabilities Act ("ADA")) are not permitted within the District Facility Center.

In those areas where dogs are permitted, all dogs shall be leashed at all times. Resident Owners and Guests are responsible for picking up after all pets and properly disposing of any pet waste.

- f.** Vehicles shall be parked in designated parking areas only. Vehicles shall not be parked on CDD facilities or in any manner which disrupts the normal flow of traffic. See Appendix I Map of permitted parking areas.
- g.** Fireworks of any kind are not permitted on District Facilities.
- h.** No District Resident, visitor or Guest is permitted in the service areas of the District Center Facility without the permission of the Facilities Manager.
- i.** Smoking and the use of any tobacco products is prohibited within the District Facilities, unless in a designated area.
- j.** Guests shall be registered and accompanied by a District Resident before entering the District Facility Center.

- k.** Disregard for any of the District rules may result in expulsion and/or suspension from the facility and termination of privileges for District Residents and Guests. Please see Article XVI of these rules for further information.
- l.** Glass and other breakable items are not permitted within District Facilities.
- m.** District Residents and Guests shall treat all District Facilities staff with courtesy and respect.
- n.** Skateboarding is not permitted within any District Facilities.
- o.** Other than the streets and roadways designed for travel by the public, no vehicular traffic is permitted within any District Facility.
- p.** No person shall be allowed inside the District Facilities in a wet swimsuit or wet clothing.
- q.** No person shall be allowed inside the District Facilities unless fully clothed.
- r.** Swimming is prohibited in all District-maintained ponds.
- s.** No watercraft of any kind is allowed in any of the District-maintained ponds.
- t.** Surrounding each pond is a 20-foot, District-maintained buffer zone, for which public access is permitted 30 minutes after sunrise to 30 minutes before sunset. It is requested that anyone wishing to access a pond either walk or ride a bicycle; and that anyone who does access a pond be respectful of adjacent resident homes.
- u.** General hours of operation for all facilities, except the Fitness Center, are 30 minutes after sunrise to 30 minutes before sunset. Fitness Center hours are posted.
- v.** Continued violation of any District rule will result in immediate reporting to law enforcement.
- w.** Unauthorized use of District Facilities may result in a charge of Trespass pursuant to Chapter 810, Florida Statutes. Violations will be reported to the Sheriff of Osceola County and prosecuted to the full extent of the law.
- x.** Enforcement and Penalties pursuant to Section 190.041, Florida Statutes, the Board or any aggrieved person may have recourse to such remedies in law and at equity as may be necessary to ensure compliance with the provisions of these rules, including injunctive relief to enjoin or restrain any persons violating the provisions of these.
- y.** District Facility access may be suspended, and all access cards or wristbands of a family deactivated for misuse/abuse of any District Facility, not following these rules, and/or other offenses (e.g., vandalism, willful and malicious disregard for the rules, etc.) At the discretion of the District Manager, Access Cards of the offending parties may be

deactivated for up to 180 days, and all others within the family may be deactivated for up to 90 days with the removal of wristbands.

ARTICLES IV
LOSS OR DESTRUCTION OF PROPERTY

- a. Each District Resident and each Guest as a condition of invitation to the premises of the District 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 the premises of the District Facilities.
- b. No person shall remove from District Facilities premises any property or furniture belonging to the District or its contractors without proper authorization.
- c. District Residents shall be liable for any property damage and/or personal injury at the District Facilities, 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.
- d. 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.

ARTICLE V
ACCESS CARDS AND WRISTBANDS

- a. In order to use the District Swimming Pool or Fitness Facilities an Access Card and wristband must be obtained by proving District Resident status and completing a Concorde Estates CDD Access Card Registration Form (Appendix II), which may be obtained through the Facilities Manager.
- b. District Residents in Concorde Estates shall be entitled to two (2) access cards, plus a wristband for each member of the family and four (4) guest wristbands. Anyone at the pool not wearing a wrist band will be asked to leave the Pool Facility.
- c. Resident Renters/leasees shall pay \$50.00 for an Access Card, and upon the start of each successive lease renewal period and shall bring the lease renewal to the Facility Manager. Renters shall follow Art. V (g) to prove their status. The Access card will last as long as the lease period, if a subsequent lease is entered into, the new lease must be provided to the Facility Manager.
 - 1. Long Term renters shall obtain an access card. Long Term renters must come get the card renewed upon lease renewal.
 - 2. Short Term renters shall obtain an access card which include the property management company's title on the card.
- d. Replacement Access Cards are \$50.00 each. Cost to replace wristbands are \$50.00 each.

- e. Proof of Personal Identity, plus Proof of either homeownership or Renter status within Concorde Estates, must be provided in order to receive an Access Card.
- f. Proof of Personal Identity, for a District Resident, shall require identification in a verifiable form such as, but not limited to, a Passport, a Driver License, or an Identification Card (military, state, et al) which contains both the full name of the individual and a full face photograph. Proof of Ownership within the District shall require at least one of the items below:
 - 1. Purchase Closing Statement with name of Homeowner denoting proof of address within the boundaries of the District;
 - 2. Tax Notice with name of Homeowner denoting proof of address within the boundaries of the District; or
 - 3. Other suitable proof of home-Ownership.
- g. Proof of Long-Term Renter-Status within the District shall require:
 - 1. A signed memo (any format) from the property owner stating that owner's right to an access card for said rental property is relinquished to the Renter; and
 - 2. A copy of the Rental Lease Agreement showing the name of the Renter denoting proof of address within the District; and
 - 3. At least one of the items below:
 - i. Current utility bill with name of Renter denoting proof of address within the boundaries of the District;
 - ii. Current phone bill with name of Renter denoting proof of address within the boundaries of the District; or
 - iii. Other suitable proof of Renter address and current lease status.
- h. Property Owners utilizing property for short term rentals must provide access cards and guest wristbands to their guests. If a Property Owner is using a management company to facilitate the access cards, the District requires a copy of the management agreement be provided to the Facility Manager.
 - 1. Access Cards must be obtained from the Facility Manager during regular business hours.
 - 2. Property Owners renting short-term or through a management company shall contact the Facility Manager to let them know they have short-term renters that are staying in the home and provide the duration of stay.
- i. The District Manager or Facilities Manager shall have the discretion to determine whether proof of Ownership or Renter-status has been met.
- j. A person who is acting as Guardian for one or more Families at any given time may be issued one (1) Restricted Access Card upon payment of a non-refundable fee of \$10.00 under the following conditions:
 - 1. An Access Card issued to a Child Guardian shall be valid for one (1) year from the date of issuance and shall be subject to the suspension provisions of Article III, Section (y);
 - 2. A Child Guardian who is being issued an Access Card must be at least

- eighteen (18) years of age; and
 - 3. Child Guardians shall be permitted access to the District Swimming Pool Facility only while accompanied by one or more of the children for whom they are acting as Guardian.
- k. All Access Card and wristbands are CDD property and are non-transferable. District Residents are not allowed to sell their access card or wristbands.

ARTICLE VI
GENERAL SWIMMING POOL FACILITY RULES

- a. The District Swimming Pool Facility is an unattended facility and persons using the District Swimming Pool Facility do so at their own risk.
- b. The District Swimming Pool Facility must be maintained in a neat, clean, and sanitary condition pursuant to Florida law. A pool user must use his or her best efforts to deter vandalism and protect the premises, equipment, and improvements owned by the District. A pool user agrees to report any unusual incidents or hazardous conditions to the District as soon as possible; and, if a pool user is aware of such unusual incident or hazardous condition, said pool user agrees to refrain from use of the District Swimming Pool Facility. A pool user agrees to report any emergencies to the appropriate emergency personnel by calling 9-1-1.
- c. All District Residents must register upon entry of the pool area. At any given time, a District Resident may be accompanied by up to four (4) guests at the District Swimming Pool Facility per household. All District Residents and guest must wear their wristbands at all times. All guests must be accompanied by a District Resident with an access card.
- d. Children under sixteen (16) years of age must be accompanied by a Parent or Adult District Resident at all times for usage of the District Swimming Pool Facility.
- e. Radios, televisions, and speakers are prohibited in the District Swimming Pool Facility.
- f. Swimming is permitted only during designated hours, as posted at the District Swimming Pool Facility. Unless otherwise posted, swimming is only permitted from thirty (30) minutes after sunrise to 30 minutes before sunset. Night swimming is prohibited by the Florida Department of Health unless lighting is provided as approved by the jurisdictional building department. The Facility Manager may not be present at all times. District Residents and their guests swim at their own risk. The District Swimming Pool Facility may be closed for various periods of time to facilitate maintenance and keep it up to health code.
- g. Showering is required before entering the District Swimming Pool Facility and splash pad.
- h. Glass bottles or other glass containers are strictly prohibited in the District Swimming Pool Facility.

- i.** Children who are not reliably toilet trained, must wear rubber lined swim diapers, as well as a swimsuit over the swim diaper within the District Swimming Pool Facility to reduce the health risks associated with human waste in the District Swimming Pool Facility. Parents should take their children to the restroom before entering the pool. If contamination from human feces occurs, the District Swimming Pool Facility shall be closed.
- j.** Play equipment, such as floats, rafts, snorkels, dive sticks, and flotation devices must meet with Facility Manager approval prior to use. The Facility Manager reserves the right to discontinue usage of such play equipment during times of peak or scheduled activity at the District Swimming Pool Facility or if the equipment poses a safety concern.
- k.** Pets, bicycles, skateboards, roller blades, scooters and golf carts are not permitted within the District Swimming Pool Facility.
- l.** Any person swimming during non-posted swimming hours may be suspended from using the facility, deactivation of his or her Access Card and/ or a charge of Trespass. Guests must be registered and accompanied by a District Resident before entering the District Swimming Pool Facility.
- j.** Proper swim attire must be worn in the pool District Swimming Pool Facility at all times and footwear is prohibited inside the pool.
- k.** No chewing gum is permitted in the District Swimming Pool Facility.
- l.** Alcoholic beverages are not permitted in or around the District Swimming Pool Facility.
- m.** No diving, jumping, pushing, running or other horseplay is allowed in the District Swimming Pool Facility.
- n.** No one shall pollute the District Swimming Pool Facility. Anyone who does pollute the District Swimming Pool Facility is liable for any costs incurred in treating, cleaning and reopening the pool District Swimming Pool Facility.
- o.** Radio controlled watercraft are not allowed in the District Swimming Pool Facility.
- p.** District Swimming Pool Facility entrances must be kept clear at all times.
- q.** Food and beverages are prohibited in the District Pool Facility.
- r.** Furniture is not to be removed from the District Swimming Pool Facility.
- s.** Loud, profane, obscene or abusive language is absolutely prohibited in the District Swimming Pool Facility.
- t.** The District Swimming Pool Facility shall be considered closed upon any signs of lightning or thunderstorms until such storm(s) have left the area.

ARTICLE VII
TENNIS FACILITY RULES

- a. The Tennis Facility is an unattended facility and persons using the facility do so at their own risk.
- b. All District Residents and Non-Resident guests using the Tennis Facility are expected to conduct themselves in a responsible, courteous and safe manner in compliance with all policies and of the Concorde Estates Community Development District governing the District Facilities. Disregard or violation of the District's policies 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 District Resident.
- c. The Concorde Estates Tennis Facility is available for use by District Residents during normal operating hours which are posted. Courts in this facility may not be rented.
- d. Proper tennis shoes and attire are required at all times while on the court. No cutoffs, swimsuits, jeans, tank tops, or black soled shoes.
- e. District Residents may reserve a tennis court by contacting the Facilities Manager. 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 District Resident at any given time. If the Resident Owner is twenty (20) minutes late for their reservation, the reservation shall be forfeited. When not subject to 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 Facility Manager 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.
- f. Proper tennis etiquette shall be adhered to at all times. The use of profanity or disruptive behavior is prohibited.
- g. The Tennis Facility is for the play of tennis only. Pets Animals, roller blades, bikes, skates, skateboards, and scooters are prohibited from the Tennis Facility.
- h. Beverages are permitted at the Tennis Facility if contained in non-breakable containers with sealed lids. No glass containers are permitted within the Tennis Facility. Alcoholic beverages are not permitted within the Tennis Facility.
- i. No chairs other than those provided by the District are permitted within the Tennis Facility.
- j. All users of the tennis facility must follow instruction given by Facilities Manager. Violators are subject to ejection and suspension from the facilities, per provisions of Article III, Section (y).

**ARTICLE VIII
PLAYGROUND RULES**

- a. No roughhousing on the playgrounds.
- b. District Residents and Guests using the Playground Facilities must clean up all trash. Glass containers are strictly prohibited within the Playground Facilities.
- c. 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 Facility Manager.
- d. The use of profanity or disruptive behavior is prohibited.
- e. Alcoholic beverages are not permitted in the Playground Facilities.
- f. Animals, roller blades, bikes, skates, skateboards, and scooters are prohibited in the Playground Facilities. Service animals are permitted as authorized by Florida law.
- g. All users of the playground facility must follow instruction given by the District Manager. Violators are subject to ejection and suspension from the facilities, per provisions of Article III, Section (y).

**ARTICLE IX
SAND VOLLEYBALL AND SOCCER FACILITY RULES**

- a. The Sand Volleyball and Soccer Facilities (“SVS Facilities”) are generally available for use during daylight hours, weather permitting. Space may be limited due to event reservations or other District activities (see Article XIV for Event scheduling policies). Use of the SVS Facilities may be subject to Special Event fees and charges, as set forth in Article XIV and Article XV.
- b. Users must follow the procedure set forth in Article XIV to reserve an SVS Facility for a “Special Event,” as that term is defined herein. Users wishing to reserve any of the SVS Facilities for an Event must provide a Security Deposit, as set forth in Article XV(i).
- c. All participants shall adhere to published District rules and local, state, and federal laws. Access privileges may be suspended for not following the and/or other offenses (e.g., vandalism, willful and malicious disregard for the rules, etc.) per the provisions and penalties of Article III, Section (y).
- d. Use of the SVS Facilities is permitted only from dawn to dusk, which allows for seasonal adjustment.
- e. Any person using an SVS Facility outside hours of operation may be suspended indefinitely from using all of the facilities, per provisions of Article XVI.

- f. The use of profanity or disruptive behavior is prohibited.
- g. The Volleyball Facility is for the play of volleyball only.
- h. Beverages are permitted at the Volleyball Facility if they are contained in non-breakable containers with sealed lids. No alcohol, tobacco, or glass containers are permitted on the premises of any SVS Facility shown on the Appendix I maps during any scheduled Event.
- i. No chairs, other than those provided by the District, are permitted on the volleyball courts.
- j. Children under the age of thirteen (13) are not allowed to use the Volleyball Facility unless accompanied by an adult District Resident.
- k. District Residents and Guests using the Volleyball Facility must clean up all trash.
- l. Scaling, jumping, or climbing upon any SVS Facility equipment or structures is prohibited.
- m. Users of SVS Facilities agree to be responsible for all damages to the facilities incident to their use of the SVS Facilities. The District may inspect the subject premises at any time, as set forth in Article XV Section (c).
- n. A User organizing activities on any SVS Facility is responsible for ensuring that all participants are aware of the rules established by the District for use of District SVS Facilities. The organizing User is responsible for any and all damage to buildings, grounds, fields, and equipment caused by participants and attendees. If the User's activity on any SVS Facility is open to any non-residents of the District, then no person shall be denied the equal privileges and enjoyment of having free and open access to the user's event on the basis of race, color, creed, religion, national origin, or sexual orientation. Access may not be limited on the basis of age or sex except insofar as the goals or purposes of the activity require such limitation and are lawful.
- o. Any property left on any SVS Facility shall, after a period of ten (10) days from the last day of the scheduled use, be deemed abandoned and shall become property of the District to be disposed of or utilized at the District's sole discretion.

ARTICLE X
FITNESS CENTER RULES

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

- c. All District Residents 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 of the District governing the District Center Facilities. Any disregard or violation of the District's policies and misuse or destruction of District Fitness Center equipment may result in the suspension or termination of District Center privileges.
- d. The District Fitness Center is available for use by District Residents and their Guests during normal operating hours to be established and posted by the District.
- e. District Residents and Guests sixteen (16+) years of age and older are permitted to use the District Fitness Center during designated operating hours. District Residents thirteen (13) years of age to fifteen (15) must be accompanied and supervised by an adult. No children under the age of thirteen (13) are allowed in the District Fitness Centers at any time.
- f. Food (including chewing gum) is not permitted within the District Fitness Center. Water, however, is permitted in the District Fitness Center Facility if contained in a non-breakable container with a sealed lid. Alcoholic beverages are not permitted. Smoking is not permitted in the District Fitness Center Facility.
- g. 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 Facility. Appropriate attire includes t-shirts, shorts, leotards, and/or sweat suits (no jeans or wet swimsuits).
- h. All fitness equipment shall be wiped clean after each use.
- i. Fitness equipment shall not be removed from its location.
- j. Hand chalk is not permitted to be used in the District Fitness Center.
- k. Radios, tape players, CD players, speakers or other similar devices are not permitted unless they are personal units equipped with headphones.
- l. 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.
- m. Please limit use of cardiovascular equipment to thirty (30) minutes and step aside between multiple sets of using gym equipment.
- n. Please be respectful of others. Allow other District Residents and Guests to also use equipment, especially the cardiovascular equipment.
- o. Weights shall be returned to their proper location after use.

- p. 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.
- q. Lift at your own risk. If in doubt, please consult your doctor prior to using any fitness equipment.

ARTICLE XI
LAKE, POND, AND BRIDGE RULES

- a. Swimming and boating is prohibited in all lakes and ponds within the boundaries of the District.
- b. Jumping or diving from the bridge located near the District Facility Center is prohibited at all times. Swimming will only be permitted at the Concorde Estates Swimming Pool Facility. This is for the safety of District Residents and their Guests and the legal protection of the District.
- c. District Residents 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. District Residents and their Guests fishing in the Lakes shall remove and properly dispose of all garbage, fishing line, hooks and other waste. 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.
- d. 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 up to State code for keeping your catch, so please protect yourself and our fish population and return them to the water.
- e. Violations of these policies will be reported to local authorities.

ARTICLE XII
DISTRICT PARKS AND DOG PARK RULES

- a. All District Residents and their Guests must observe the rules listed below. Failure to follow the rules may result in a trespass warning. The District may close any park if public safety is threatened by any activity on the premises.
- b. Park hours of operation are daily from dawn to dusk, or as otherwise posted.
- c. Children under the age of thirteen (13) shall be directly supervised by an adult.
- d. Pets must be restrained on a leash at all times. Attendees must clean-up after the animals.

- e. Loitering and soliciting are prohibited.
- f. Alcoholic beverages and other controlled substances are prohibited.
- g. Motorized vehicles are prohibited except in designated parking areas and roadways.
- h. No motor vehicles shall be left at the park after the posted hours of operation.
- i. Rollerblades, skateboards, and bicycles are permitted on sidewalks only.
- j. All trash shall be disposed of in designated waste receptacles.
- k. Parks are reserved on a first come, first-serve basis. Certain restrictions may apply. Only certain Parks within the CDD are available for reservation by a District Resident.
- l. Bounce houses are allowed only when rented from a licensed vendor. Bounce houses must be operated by generator and not by CDD's electrical outlets. [Prior to the rental, the vendor must provide the CDD with the Additional Insured Certificate for general liability in the amount of \$1,000,000.00. Residents must bring a copy of their rental agreement on the day of bounce house rental.]
- m. Petting zoos, pony rides, carnival rides and other amusement rentals other than bounce houses are prohibited on District property.
- n. Excessive noise or unruly behavior may result in the loss of park privileges. D.J. music and live bands are not permitted. iPods or radio music must be maintained within acceptable levels at all times as determined by the District Manager.
- o. The CDD does not provide cleaning for your event. Please be sure to clean up after your function to avoid all or a portion of the security deposit being forfeited.
- p. Food and beverages may only be served, not sold.
- q. Open flames and candles are prohibited in all rental facilities.
- r. The throwing of rice, birdseed and confetti is prohibited.
- s. Commercial or personal tents are prohibited in District Park Facilities.
- t. Access to the Dog Parks is limited to District Residents and their Guests and subject to the follow restrictions:
 1. Handlers acting alone must be thirteen (13) years of age or older;
 2. The maximum number of dogs per handler is six (6);

3. No unvaccinated dogs are permitted in an off-leash dog park area;
 4. No female dog in heat is allowed inside, or in close proximity to any dog entering or exiting, an off-leash dog park area;
 5. Dogs must be removed from a dog park at the first sign of aggression. No spiked collars are permitted;
 6. Handlers are responsible for any injuries or property damage caused by the dog(s) under their control;
 7. Handlers must fill in all holes dug up by the dog(s) under their control;
 8. Children younger than thirteen (13) years of age must be supervised by an adult while within the confines of an off-leash dog park;
 9. No smoking, alcoholic beverage, or glass container of any kind is permitted in an off-leash dog park area;
 10. No food is permitted in an off-leash dog park area, except for training treats; and
 11. Hanging objects of any kind on the fences surrounding a dog park or any structure within a dog park is prohibited.
- u. Users of the District Dog Parks do so at their own risk and must apply common sense when approaching or otherwise interacting with an unknown dog.
 - v. No animals other than dogs are allowed in the Concorde Estates Dog Parks. The off-leash areas of the dog parks are for the exclusive use of dogs, their handlers, and those accompanying them. No other use is permitted.
 - w. Organized people-dog activities that require a dedicated portion of the park or that may inhibit regular individual enjoyment must be requested through the Special Event Application Process, as outlined in Article XIV of these rules.
 - x. Handlers must pick up any waste left by their dogs. For the convenience of dog owners and dog park users, pot stations and waste receptacles are available in the dog parks and throughout the Concorde Estates community.

ARTICLE XIII
FACILITY RESERVATIONS

- a. District Residents may reserve certain portions of the District Center Facility for special events. Only one (1) room or portion of the District Center Facility 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 making a reservation should contact the Facilities Manager regarding the anticipated date and time of the event to determine availability. Please note that the District Center Facility is unavailable for special events on the following holidays:

1. Easter Sunday;
 2. Memorial Day;
 3. 4th of July;
 4. Labor Day;
 5. Thanksgiving;
 6. Christmas Eve;
 7. Christmas Day;
 8. New Year's Eve; and
 9. New Year's Day
- b.** The District Center Facility is available for District Resident rental (capacity and rental fee established by rule) for up to six (6) total hours (including set-up and post-event cleanup) from 9am – 9pm with a maximum of forty-five (45) persons.
1. Extraordinary use of District Facilities requires reservation requests to be made and approved by the Board each month.
 2. No Bounce Houses or other inflatables are allowed on CDD properties.
- c.** All District Center & Facility Rentals require a \$300.00 deposit by either cashier check, money order or other approved payment methods accepted by the District manager.
- d.** The District Pool Facility is not available for private rental and shall remain open to Resident Owners and their guests during normal operating hours.
- e.** The District Resident renting any portion of the District Center shall be responsible for any and all damage and expenses arising from the event.
- f.** A District Resident interested in reserving a room must submit to the Facility Manager a completed Facility Use Application. The Concorde Estates Facility 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. A District Resident may reserve the room after approval of the Facility Use Application and a \$300.00 deposit has been submitted to the Facility Manager as described in section (c) of this Article.
- g.** During the District Center Facility normal operating hours in which a Facility Manager is present, Special Events held in the District Center 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 District Center Facility 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 District.
- h.** To receive a full refund of the deposit, the following must be completed:

1. Ensure that all garbage is removed and placed in the dumpster;
2. Remove all displays, favors, or remnants of the event;
3. Restore the furniture and other items to their original position;
4. Wipe off counters, tabletops, chairs and sink area;
5. Replace garbage liner;
6. Clean out and wipe down the refrigerator, and all cabinets and appliances used;
7. Sweep and mop the floor;
8. Clean any windows and doors in the rented room;
9. Ensure that no damage has occurred to the District Center and its property; and
10. If additional cleaning is required, the District Resident reserving the room will be liable for any expenses incurred by the District to hire an outside cleaning contractor.

In light of the foregoing, District Residents may opt to pay for the actual cost of cleaning by a professional cleaning service hired by the District. The Concorde Estates District Manager shall determine the amount of deposit to return, if any.

- i. District Residents are responsible for ensuring that their guests adhere to the policies set forth herein.
- j. The volume of live or recorded music must not violate applicable Osceola County noise ordinances. This policy 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.
- k. The Board of Supervisors or District Manager has the right to waive room deposit 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 District Resident.
- l. No items may be affixed to walls, doors or windows (i.e. tape, thumbtacks, etc.).

ARTICLE XIV

SPECIAL EVENT APPLICATION PROCESS

- a. District Recreation Facility Reservations. Use of District Facilities is scheduled on a “first-come, first-served basis.” Event Organizers must submit a Concorde Estates CDD Parks and Recreation Facility Usage Application to the Facilities Manager no later than fifteen (15) calendar days prior to the Event. Copies of the forms for individuals (refer to Appendix III) and organizations (refer to Appendix IV) are available on the District website. In case of a date conflict, the Event Organizer will be notified by the Facilities Manager after the Facility Usage Application has been received and reviewed.

- b.** Event Approval or Denial After review of the application, the District Manager may approve or deny the application. The District Manager will inform the Event Organizer within five (5) calendar days after receipt of the application as to the approval or denial of the Event.

- c.** The following list of Special Events does not identify every possible Special Event but should provide a guideline as to the types of Special Events that may be held on District property. Questions should be directed to the District Manager. Typical Events:
 - 1. Birthday Parties;
 - 2. Anniversary Parties;
 - 3. Wedding, Graduation, and other receptions;
 - 4. Instructional Classes;
 - 5. Plays / Musicals;
 - 6. Club Activities;
 - 7. Registrations;
 - 8. Walk-a-thons;
 - 9. Beauty Pageants;
 - 10. Dog Shows or other pet shows;
 - 11. Magic Shows;
 - 12. Concerts Dances;
 - 13. Athletic Events
 - 14. Political Events; and/or
 - 15. Religious Events

- d.** Review of Application. In addition to the Special Event logistics, the Facilities Manager’s review of the application will take into consideration and assess all factors in the best interests of the District:
 - 1. Time of the performance or function and the duration of the Special Event;
 - 2. Any disruption of the normal use of District Recreation Facilities;
 - 3. Whether the Special Event is consistent with the family atmosphere desired to be maintained in the Concorde Estates Community;
 - 4. Whether the Special Event is consistent with Concorde Estates’ Restrictions, Guidelines, and Goals Concerning Companion; and Animals, Habitat, and Wildlife.

- e.** The Event Organizer must provide the District Manager with detailed Event information and copies of required documents at the time the Event Organizer schedules the Event with the District Manager. Such information and documents may include, but are not limited to, the following:
 - 1. Payment of Fees: Event Organizer must pay all applicable fees to the District Manager at the time the Event is scheduled with the District Manager. Individuals, organizations, or companies assessed fees during or after the Event will be invoiced by the District Manager. All fees must be paid to the District Manager no later than fifteen (15) calendar days after invoice date;

2. The fee(s) that an Event Organizer may be required to pay are assigned pursuant to Art. XV(i), as adopted by the Board and assessed by the District Manager;
3. Event Map/ Layout A physical layout of the Event site, including parking and traffic flow and the location of any tents, stands, or other temporary structures, must be provided;
4. A listing, with times, of all functions associated with an Event must be provided;
5. The names, addresses, and phone numbers of all food and merchandise vendors, rental companies, subcontractors, and any other groups operating at an Event must be provided;
6. The timing, personnel, and organizations that will be involved with the deliveries, setup, and cleanup of an Event must be clearly denoted;
7. A tent permit can be obtained through the County Zoning and Code Enforcement
8. Department. A tent structure covering an area of 100 square feet or greater must have a permit. To receive a permit, a map showing the location of all tents must be submitted and approved by the District;
9. Proof of a fire-retardant certificate for each tent is required. For details on these matters, contact the County Zoning and Code Enforcement Office at the address provided on Event Application Form;
10. County Alcohol Permit Approval of a County Alcohol Permit Application must be secured. For details on how this is done, contact the County Parks and Recreation Department at the address provided on the Event Application Form; and
11. Other Approvals Street closure approval and any other applicable government-issued permits and approvals are the responsibility of the Event Organizer.

ARTICLE XV

USE OF DISTRICT RECREATION FACILITIES FOR SPECIAL EVENTS

- a. The Organizer shall not commit, nor cause to be committed, any waste on the District property. The premises must be maintained in a neat, clean and sanitary condition at all times and the Organizer must use his or her best efforts to deter vandalism and protect the premises, equipment, and improvements maintained by the District. The Organizer agrees to report any emergencies, unusual incidents, or hazardous conditions to the District as soon as possible.
- b. The District will perform ordinary maintenance for the subject premises; however, the Organizer will be responsible for preparing the premises for each Event and returning the premises to the condition in which it was found prior to the Event.
- c. The Facilities Manager or a designee will complete an inspection of the subject premises immediately following, or as close to the end of, an Event as is reasonable given the timing and duration of the Event. Upon inspection, the District Manager or a designee will assess any damage to the subject premises and will invoice the Event Organizer for the cost of the damage.

- d.** The Organizer is permitted to place signs and/or banners at the District Recreation Facility no more than two (2) calendar days prior to the Event. All such signs/banners must be erected and dismantled at the Organizer's expense. This provision does not automatically authorize the placement of any specific sign and/or banner, and such placement shall be subject to any existing District Resolution/Rule or County Ordinance which regulates the placement of signs and/or banners. Upon completion of an Event, all signs and/or banners must be removed by 5:00 p.m. the following calendar day.
- e.** All Events are to occur during normal operating hours of the identified District Recreation Facility in which the Event is being held, unless the District Manager authorizes an Event outside of the normal operating times.
- f.** The Event Organizer assumes the sole and exclusive risk of weather conditions prohibiting performance of all or any part of the Special Events. The District makes no representations that the premises will be available on any dates on which the Organizer may wish to reschedule an Event other than the dates originally reserved.
- g.** Pursuant to the authority in Section 190.011(10), Florida Statutes, and as may be provided by District resolutions adopted by the Board of Supervisors at publicly advertised meetings, the District may collect Special Event fees and/or charges as necessary for the conduct of District activities and services; per the amounts set forth in section (i) of this Article.
- h.** Any organization or individual who holds a Special Event on District property will be responsible for any area, park, or facility that is utilized during the Special Event. The Organizer must provide for cleanup after each Event. Any individual, organization, or company needing dumpster service in addition to the usual dumpster service provided by the District, must utilize Osceola County's current waste removal contractor, which is denoted on the Event Application Form.
- i.** For each Event with ten (10) or more attendees, the District shall collect from the Event Organizer a security deposit of \$500.00 at the time the Organizer schedules the Event with the District Manager. For a gazebo event, a security deposit of \$100.00 at the time the Organizer schedules the Event with the District Manager.
- j.** At the conclusion of the Event, and upon inspection, the District shall either (1) return the damage deposit to the Event Organizer if there is no damage to District property or (2) charge the Event Organizer for any damage to District property and apply the security deposit to the charge.
- k.** If damage to the District property is less than the security deposit, the excess amount from the deposit shall be returned to the Event Organizer. If damage to District property exceeds the security deposit, the Event Organizer shall be charged for the excess property damage. All damage charges must be paid to the District no later than fifteen (15) days after invoice date.

- l.** The Event Organizer shall sign the Concorde Estates Community Development District Facility Usage Application (see Appendix III & IV) and therefore agree for the entity, corporation, organization, or individual and all of its agents, officers, directors, employees, consultants, or similar persons to be liable for any and all damages, losses, and expenses incurred by the District, caused by the acts and/or omissions of the Event Organizer, or any of its agents, officers, directors, employees, or the like.
- m.** The event organizer agrees to indemnify, defend, and hold the District harmless for any and all claims, suits, judgments, damages, losses, and expenses, including but not limited to, court costs, expert witnesses, consultation services, and attorney’s fees, arising from any and all acts and/or omissions of the Organizer, or any of its agents, officers, directors, employees, consultants, or similar persons.
- n.** The District Manager will provide written notification of the approval or denial of any special requests: e.g., insurance waiver or revisions, policy waivers, or any other special request submitted in writing by the Event Organizer.
- o.** No revisions or adjustments to a final approved application or related items may be made without prior written notification to and written approval from the District Manager or designee.
- p.** An organization or individual planning and executing an Event within the boundaries of the District will abide by all applicable State, County, District laws, ordinances, and policies. The Organizer will also supply the District Manager with all the information, documentation, and insurance requirements necessary to assure that all parties involved with the Event will be in compliance. Failure to abide by the policies stated in this policy may affect future Special Event requests submitted by the individual or organization.
- q.** The District has taken all readily achievable measures to ensure that all District Facilities comply with the Americans with Disabilities Act (ADA). In accordance with the provisions of the ADA, any person in need of Special accommodation(s) to utilize these recreational facilities. May contact the district manager at the address listed in Concordeestatescdd.org

ARTICLE XVI

EXPULSION FROM PREMISES; SUSPENSION AND TERMINATION OF PRIVILEGES

- a.** Notwithstanding anything contained herein, the District Facilities Staff may, at any time, remove any District Resident or their Guest from the premises and/or restrict or suspend any District Resident’s or Guest’s privileges to use any or all of the District Facilities (the procedures for which are outlined below), when such action is necessary to:
 - 1. Protect the health, safety and welfare of other District Residents and their Guests;
 - 2. Protect the health, safety and welfare of District and Recreation Facilities Staff; and

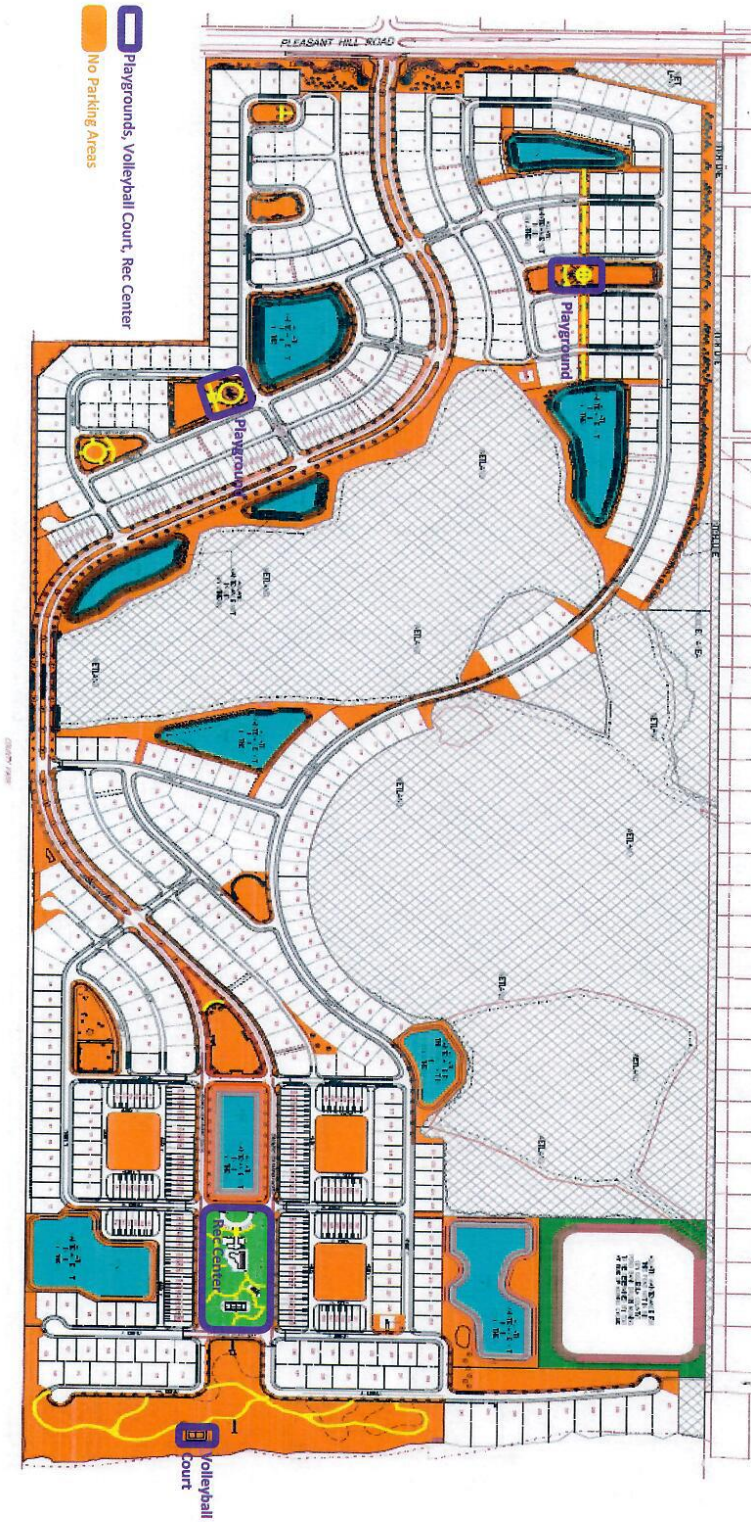
3. Protect the District Facilities from damage.
- b. Expulsion of a District Resident or Guest from District premises shall be at the discretion of the District's Field Manager, District Manager, or the Board of Supervisors, resulting from hostile behavior that is a threat to other District Residents, Guests, District Staff, and/or District Property. Such physical expulsion from the premises shall be undertaken only by local law enforcement personnel and not by District or District Facilities Staff, or a member of the Board of Supervisors.
 - c. The authority to restrict or suspend any District Resident's or their Guest's privileges to use any or all of the District Facilities is formally granted by the Board of Supervisors to the District Field Manager or District Manager. Such action may be initiated by the District 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.
 - d. A District Resident's or Guest's privileges of any or all District 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 District Resident or DGuest 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 District Facilities established and approved by the Board of Supervisors;
 2. Submits false information on the application for an Access Card or Guest pass;
 3. Permits unauthorized use of an Access Card or Guest pass.
 4. Violates applicable law or ordinance, treats District Staff or the personnel or employees of the District Facilities Staff in an unreasonable or abusive manner. Such treatment includes but is not limited to verbal and/or written communication;
 5. Engages in conduct that is improper or likely to endanger the welfare, safety or reputation of the District, Field or District Manager's staff; and/or
 6. Damages or destroys District property.
 - e. The following discipline process is imposed unless the actions by the Guest or Resident Owner 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 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 District Resident's or Guest's privileges to use the District 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 District 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 District Residents' refusal to provide their name or contact information to Staff.)
2. Second Offense – Suspension of all District Facilities privileges by the District Field Manager, District Manager, 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 District 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 District Resident's or Guest's privileges for one (1) or more years, recommended by Staff and requiring approval by the Board of Supervisors.
- f. Should a District Resident or a Daily Guest ignore or otherwise violate his or her suspension of privileges by such behavior as continuing to attempt to use the District facilities, Staff has the authority to call the Sheriff's deputy to report a trespass upon the District's premises.
 - g. Adherence to the above procedures for suspension and/or termination of district-use privileges has no bearing whatsoever on whether a District Resident or Daily Guest may be physically removed from District premises, as described previously.
 - h. 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 District Resident if actions by the Guest or District Resident 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.

APPENDIX I



**APPENDIX II
CONCORDE ESTATES CDD**

Access Card Registration Form

NAMES OF RESIDENTS (*Please designate ages for children*)

ADDRESS: _____

Owner Renter/lease expiration date: _____

Telephone: _____ Email: _____

*2 initial access cards are free to all resident owners.
Residents who rent a home in Concorde Estates are required to pay a fee of \$50.00 per card.
Replacement cards (for any reason) are \$50 each.*

<p>POOL GUIDELINES: NO NIGHT TIME SWIMMING!</p> <ul style="list-style-type: none"> Swimming is only permitted during the posted hours of operation Children under sixteen (16) years of age must have adult supervision to use the pool Residents may bring a max of four (4) guests per family to the pool 				
<p>RULES: For a complete list of recreational facility rules, please refer to the Concorde Estates Rules of Procedure: https://www.concordeestatescdd.org/docs/CE-rules-of-procedure.pdf</p>				
<p>WAIVER: I understand that the Concorde Estates Community Development District ("District") assumes no responsibility for injuries or illness that I may sustain as a result of my physical condition or resulting from my participation in any activities, sports, use of the pool, use of the boat dock, use of the playgrounds or other activities at any of the District's recreational facilities. I expressly acknowledge on behalf of myself and my heirs that I assume the risk for any and all injuries and illness that may result from my participation in the activities. I hereby release and discharge the Concorde Estates Community Development District, its agents, servants and employees from any claims for injury, illness, death, loss or damage that I may suffer as a result of my participation in those activities. I understand that the District is not responsible for personal property lost or stolen while participating at the swimming facility, SV&S and other recreational facilities.</p>				
<p>ACCEPTANCE: I acknowledge the waiver as set forth above and agree to its terms. I have read and agree to abide by the Concorde Estates CDD Rules of Procedure. I also understand that I am financially responsible for any damages caused by me or my family members.</p>				
<table border="0" style="width: 100%;"> <tr> <td style="width: 50%; border-top: 1px solid black; border-bottom: 1px solid black;"></td> <td style="width: 50%; border-top: 1px solid black; border-bottom: 1px solid black;"></td> </tr> <tr> <td>Signature of Adult Resident</td> <td style="text-align: center;">Date</td> </tr> </table>			Signature of Adult Resident	Date
Signature of Adult Resident	Date			

APPENDIX III

CONCORDE ESTATES COMMUNITY DEVELOPMENT DISTRICT PARKS AND RECREATION FACILITY USAGE APPLICATION

PERSONAL/INDIVIDUAL USE APPLICATION

IMPORTANT: Please type or print legibly. All sections must be completed. Some applications may require additional review and approval from the District. Usage will only be confirmed if all appropriate information has been supplied.

APPLICANT INFORMATION

Name: _____

Address: _____

Home Phone: _____ Cell Phone: _____

Fax: _____ E-mail: _____

EVENT INFORMATION

Type of event: _____

Requested location: _____

Event date(s): _____

Times From: _____ (a.m./p.m.) To: _____ (a.m./p.m.)

Anticipated # of attendees: _____ What age group? _____

NOTE: *If requesting use of a pool area, please be advised the access gates are not to be propped open at any time before or during the event. This is an electronic card reader access system and propping the gates will result in a default that disables the card readers where no one will have access.*

DAMAGE DEPOSIT

All District Center & Facility Rentals require a \$300.00 **Security Deposit** [no cash; only cashier check or money order or other approved payment methods accepted by the District Manager]. The District shall collect from the Event Organizer the Security Deposit at the time the event is scheduled with the District Manager. For each Special Event with ten (10) or more attendees, the District shall collect from the Event Organizer Security Deposit in the amount of \$500.00 at the time the event is scheduled with the District Manager.

At the conclusion of the event and upon inspection, the District shall either (1) return the Damage Deposit to the event organizer if there is no damage to District property, or (2) charge the event organizer for any damage to the District property and apply the Damage Deposit to the charge.

If the damage to the District property is less than the Damage Deposit, the excess amount from the deposit shall be returned to the event organizer. If the damage to the District property exceeds the Damage Deposit, the event organizer shall be charged for the property damages. All damage charges must be paid to the District no later than 15 days after invoice date.

VENDORS/MERCHANDISE

Any vendor who will sell or give away merchandise must have a vendor agreement, a copy of their business license, and insurance on file with the Osceola County Parks and Recreation Department.

How many vendor/merchandise locations will your event require? _____

Please describe vendors/type that will occur on day of event: _____

A complete detailed listing of names must be provided of all vendors. Please attach a list with the names, addresses, phone numbers and types of service of any person(s) that you have an agreement/contract for any service they will provide for you.

Attached: ___ Yes ___ No

CATERING

Will your event require catering? ___ Yes ___ No

Name of Company: _____

Contact Person: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Work Phone: _____ Fax: _____

Cell/Pager: _____ Email: _____

CONTACT INFORMATION

Contact information to obtain a County permit or additional waste management services, as required in the Concorde Estates Community Development Rules of Procedure

Osceola County Zoning and Code Enforcement:

One Courthouse Square, Suite 1200, Kissimmee, FL 34741
Phone (407) 343-3400

Osceola County Parks and Recreation Department:

One Courthouse Square, Suite 1200, Kissimmee, FL 34741
Phone (407) 343-2380

County Waste Management: Phone (407) 847-7370

INDEMNIFICATION AND HOLD HARMLESS

The EVENT ORGANIZER agrees that this application applies to the individual and all of his or her agents, officers, directors, employees, consultants or similar persons.

UPON SIGNATURE of this application, THE EVENT ORGANIZER AGREES TO BE LIABLE for any and all damages, losses and expenses incurred by the District, caused by the acts and/or omissions of the event organizer, or any of its agents, officers, directors, employees, consultants or similar persons.

THE EVENT ORGANIZER AGREES TO INDEMNIFY, DEFEND, AND HOLD THE CONCORDE ESTATES COMMUNITY DEVELOPMENT DISTRICT HARMLESS for any and all claims, suits, judgments, damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney’s fees, arising from any and all acts and/or omissions of the organizer, or any of his or her agents, officers, directors, employees, consultants or similar persons.

The State, agency or subdivision of the State shall not be subject to this indemnification clause in accordance with Section 768.28(19), FL Statutes.

None of the indemnification or insurance requirements referenced in the Concorde Estates Community Development District Parks and Recreation Facilities Policy or in this Application constitute a waiver of sovereign immunity pursuant to Section 768.28, FL Statutes.

SIGNATURE OF APPLICANT/EVENT ORGANIZER

ACKNOWLEDGEMENT:

- I understand that this is an application only and does not obligate the Concorde Estates Community Development District in any fashion to reserve any facility and/or approve any event.
- I have read, understand, and agree to abide by the policies set forth by the Concorde Estates Community Development District Rules of Procedure.
- If approved, I understand that I must have a copy of the signed, approved application in my possession at the event or I will be denied access for this event.

Signature: _____ Date: _____

Printed Name: _____

APPROVAL FROM CONCORDE ESTATES

Signature: _____ Date: _____

Printed Name: _____

Title: _____

APPENDIX IV

CONCORDE ESTATES COMMUNITY DEVELOPMENT DISTRICT PARKS AND RECREATION FACILITY USAGE APPLICATION

ORGANIZATION/COMPANY USE APPLICATION

IMPORTANT: Please type or print legibly. All sections must be completed. Some applications may require additional review and approval from the District. Usage will only be confirmed if all appropriate information has been supplied.

APPLICANT INFORMATION

Name of Entity/Organization/Company: _____

Address: _____

Type of Organization: Non-Profit Commercial Government Private

If Non-Profit, does your organization hold a current 503(c)(3) certificate? __ Yes __ No

Contact Person: _____ E-mail: _____

Work Phone: _____ Cell Phone: _____

EVENT INFORMATION

Type of event: _____

Requested location: _____

Event date(s): _____

Times From: _____ (a.m./p.m.) To: _____ (a.m./p.m.)

Anticipated # of attendees: _____ What age group? _____

NOTE: *If requesting use of a pool area, please be advised the access gates are not to be propped open at any time before or during the event. This is an electronic card reader access system and propping the gates will result in a default that disables the card readers where no one will have access.*

DAMAGE DEPOSIT

All District Center & Facility Rentals require a \$300.00 **Security Deposit** [no cash; only cashier check or money order or other approved payment methods accepted by the District manager]. The District shall collect from the Event Organizer the Security Deposit at the time the event is scheduled with the District Manager. For each Special Event with ten (10) or more attendees, the District shall collect from the Event Organizer Security Deposit in the amount of \$500.00 at the time the event is scheduled with the District Manager.

At the conclusion of the event and upon inspection, the District shall either (1) return the Damage Deposit to the event organizer if there is no damage to District property, or (2) charge the event organizer for any damage to the District property and apply the Damage Deposit to the charge.

If the damage to the District property is less than the Damage Deposit, the excess amount from the deposit shall be returned to the event organizer. If the damage to the District property exceeds the Damage Deposit, the event organizer shall be charged for the property damages. All damage charges must be paid to the District no later than 15 days after invoice date.

VENDORS/MERCHANDISE

Any vendor who will sell or give away merchandise must have a vendor agreement, a copy of their business license, and insurance on file with the Osceola County Parks and Recreation Department.

How many vendor/merchandise locations will your event require? _____

Please describe vendors/type that will occur on day of event: _____

A complete detailed listing of names must be provided of all vendors. Please attach a list with the names, addresses, phone numbers and types of service of any person(s) that you have an agreement/contract for any service they will provide for you.

Attached: ___ Yes ___ No

CATERING

Will your event require catering? ___ Yes ___ No

Name of Company: _____

Contact Person: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Work Phone: _____ Fax: _____

Cell/Pager: _____ Email: _____

CONTACT INFORMATION

Contact information to obtain a County permit or additional waste management services, as required in the Concorde Estates Community Development Rules of Procedure

Osceola County Zoning and Code Enforcement:

One Courthouse Square, Suite 1200, Kissimmee, FL 34741
Phone (407) 343-3400

Osceola County Parks and Recreation Department:

One Courthouse Square, Suite 1200, Kissimmee, FL 34741
Phone (407) 343-2380

County Waste Management: Phone (407) 847-7370

INDEMNIFICATION AND HOLD HARMLESS

The EVENT ORGANIZER agrees that this application applies to the individual and all of his or her agents, officers, directors, employees, consultants or similar persons.

UPON SIGNATURE of this application, THE EVENT ORGANIZER AGREES TO BE LIABLE for any and all damages, losses and expenses incurred by the District, caused by the acts and/or omissions of the event organizer, or any of its agents, officers, directors, employees, consultants or similar persons.

THE EVENT ORGANIZER AGREES TO INDEMNIFY, DEFEND, AND HOLD THE CONCORDE ESTATE COMMUNITY DEVELOPMENT DISTRICT HARMLESS for any and all claims, suits, judgments, damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees, arising from any and all acts and/or omissions of the organizer, or any of his or her agents, officers, directors, employees, consultants or similar persons.

The State, agency or subdivision of the State shall not be subject to this indemnification clause in accordance with Section 768.28(19), FL Statutes.

None of the indemnification or insurance requirements referenced in the Concorde Estates Community Development District Parks and Recreation Facilities Policy or in this Application constitute a waiver of sovereign immunity pursuant to Section 768.28, FL Statutes.

SIGNATURE OF APPLICANT/EVENT ORGANIZER

ACKNOWLEDGEMENT:

- I understand that this is an application only and does not obligate the Concorde Estates Community Development District in any fashion to reserve any facility and/or approve any event.
- I have read, understand, and agree to abide by the policies set forth by the Concorde Estates Community Development District Rules of Procedure.
- If approved, I understand that I must have a copy of the signed, approved application in my possession at the event or I will be denied access for this event.

Signature: _____ Date: _____

Printed Name: _____

APPROVAL FROM CONCORDE ESTATES

Signature: _____ Date: _____

Printed Name: _____

Title: _____