



**COUNTRY WALK
COMMUNITY DEVELOPMENT DISTRICT**

AMENITY FACILITIES POLICY

**Country Walk Clubhouse
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Amended August 5, 2019

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I. HOURS OF OPERATION

<u>Amenity Facility</u>	<u>Monday to Saturday Hours</u>	<u>Sunday Hours</u>
Clubhouse	9:00 a.m. to 9:00 p.m.	9:00 a.m. to 7:00 p.m.
Pool	7:00 a.m. to 8:00 p.m. or dusk*	7:00 a.m. to 7:00 p.m. or dusk*
Fitness Center	4:00 a.m. to 11:00 p.m.	4:00 a.m. to 11:00 p.m.
Playground and Pavilion	Dawn to Dusk	Dawn to Dusk
Multi-purpose field	Dawn to Dusk**	Dawn to Dusk**

*Dusk will be determined at the reasonable discretion of District Staff.

**The District reserves the right to close the multi-purpose field for use by any Patrons for maintenance and for weather-related purposes for reasonable periods of time to be determined at the discretion of the District.

II. DEFINITIONS

“**Adult**” – shall be considered any person eighteen (18) years of age or older.

“**Amenity Facilities**” – shall mean the properties and areas owned by the District and intended for recreational use and shall include, but not specifically be limited to, the Country Walk Clubhouse, together with all amenity facilities and areas.

“**Amenity Facilities Policies**” or “**Policies**” – shall mean all Amenity Facilities Policies of Country Walk Community Development District, as amended from time to time.

“**Amenity Manager or Amenity Staff**” – shall mean the management company, including its employees, staff and agents, contracted by the District to manage all Amenity Facilities within the District, which facilities include, but are not limited to, the Country Walk clubhouse.

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

“**Board of Supervisors**” or “**Board**” – shall mean the Country Walk Community Development District Board of Supervisors.

“**District**” – shall mean the Country Walk Community Development District.

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

“Family” – shall mean 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.

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

“Non-Resident” – shall mean any person or persons that do not own property within the District.

“Non-Resident Member” – shall mean any person or Family not owning property in the District who has completed the Non-Resident Member Application and paid the Annual User Fee to the District for use of all Amenity Facilities.

“Patron” or “Patrons” – shall mean Residents, Non-Resident Members, Renters, and Guests lawfully and properly using the District Amenity Facilities in accordance with these Amenity Facility Policies.

“Renter” – shall mean any tenant residing in a Resident’s home pursuant to a valid rental or lease agreement.

“Resident” – shall mean any person or family owning property within the District.

III. ENFORCEMENT AND AMENDMENT OF AMENDMENT FACILITY POLICY

The Board, the District Manager, and any designated Amenity Staff shall have authority to enforce these Policies and shall do so in accordance with Section XX, as applicable. However, the District Manager shall have the authority to waive strict application of any of these Amenity Facility Policies when prudent, necessary or in the best interests of the District and its Patrons. A temporary waiver of any Policy by the District Manager shall not constitute a continuous, ongoing waiver of said Policy, and the District Manager shall have the right to enforce all of these policies at any time. The Board may amend this Amenity Facility Policy when necessary, from time to time.

This Amenity Facility Policy was adopted by the Board of Supervisors for the Country Walk Community Development District per Resolution 2019-03 on August 5, 2019 at a duly noticed public meeting.

IV. USE OF AMENITY FACILITIES IS AT PATRONS' OWN RISK

Patrons lawfully on the premises of the Amenity Facilities are welcome to enjoy the Amenity Facilities at their own risk and pursuant to the District's rules and policies. The District does not provide on-site staff dedicated for the purpose of monitoring the use of the Amenity Facilities or safety of the Patrons. Patrons interested in using the Amenity Facilities are encouraged to consult with a physician prior to commencing a fitness program. The District is not responsible for any injuries from the use of the Amenity Facilities or damage or theft of personal property.

V. NON RESIDENT ANNUAL USER FEE

The annual fee for Non-Resident use of the District's Amenity Facilities is \$3,000.00 per family (the "**Annual User Fee**"). The Annual User Fee shall be reviewed and/or amended at the discretion of the Board. Payment of the Annual User Fee includes membership privileges for all Amenity Facilities for one (1) full year from the date of receipt of payment by the District, made payable by electronic means. This fee must be paid in full at the time of the completion of the Non-Resident Member application. Each subsequent annual membership fee shall be paid in full on the anniversary date of application for membership. This membership is not available for commercial purposes.

VI. FACILITY ACCESS

Use of the District's Amenity Facilities is restricted to Resident's Family, Non-Resident Members and Renter(s) that have been properly designated as the beneficial user(s) of the Resident's membership. An access card is necessary to gain entry to the Amenity Facilities. All Patrons will be required to sign an Amenity Facilities Registration Form. Residents and Renters will be required to show proof of residence or purchase of membership to receive an access card. Non-Resident Members will be required to show proof of membership purchase to receive their initial access cards. Each Resident Family and Non-Resident Member Family will be issued two (2) initial access cards for the Adults at no charge. Additional access cards can be purchased at a cost of \$10 per card, with a maximum of four (4) cards to be issued to any Resident or Non-Resident Member household at any time. Lost access card(s) may be replaced at a cost of \$25 per card.

All Patrons must use their assigned access card for entrance to the Amenity Facility. Patrons must present their access cards when requested by Amenity Staff at any Amenity Facility. Cards are only to be used by the Patron to whom they are issued. All lost or stolen access cards should be reported immediately to the Amenity Staff. There will be a \$25.00 replacement card fee.

VII. RENTER'S PRIVILEGES

- (1) Property owners who rent out or lease out their residential unit(s) in the District shall have the right to designate the Renter of their residential unit(s) as the beneficial users of the Resident's membership privileges for purposes of Amenity Facilities use.
- (2) In order for the Renter to be entitled to use the Amenity Facilities, the Renter must acquire a membership with respect to the residence which is being rented or leased. A Renter who is designated as the beneficial user of the property owner's Resident membership shall be entitled to the same rights and privileges to use the Amenity Facilities as all Residents.
- (3) During the period when a Renter is designated as the beneficial user of the membership, the Resident shall not be entitled to use the Amenity Facilities with respect to that membership, unless that property owner purchases a separate membership as a Non-Resident.
- (4) Property owners shall be responsible for all charges incurred by their Renters which remain unpaid. Property owners are responsible for the department of their respective Renter.
- (5) Renters shall be subject to such other rules and regulations as the Board may adopt from time to time.

VIII. GUEST POLICY

Due to the size and capacity limits of the various Amenity Facilities, Residents, Renters, and Non-Resident Users are limited in the number of Guests that they may bring to use the Amenity Facilities. All Guests must be accompanied by an Adult Patron when using any Amenity Facility. The Adult Patron responsible for the Guest's access to the Amenity Facilities will be responsible for any damages caused by Guests while using facilities.

The number of Guests per Resident, Renter, and/or Non-Resident User are as follows:

- (1) **Swimming Pool** – Patrons of sixteen (16) and seventeen (17) years of age are only permitted to bring one (1) Guest each. A Family, as defined in these policies is limited to a maximum of four (4) total Guests. One of the Family members must be an Adult in order to bring up to four (4) total guests. At any given time, a Family may bring a maximum of two (2) Guests per Adult present to the swimming pool.
- (2) **Fitness Center** – Adult Patrons may bring one (1) Guest at least fifteen (15) years of age or older in the Fitness Center at any time during regular fitness

center hours. Patrons may bring a trainer to the Fitness Center for personal training sessions only.

- (3) **Basketball Court and Tennis Court** – Patrons under the age of sixteen (16) years old are not allowed to use the basketball and tennis court unless accompanied by an Adult Patron. Residents, Renters, or Non-Resident Members aged sixteen (16) or older are permitted to bring a maximum of two (2) Guests per person.
- (4) **Multi-Purpose Field** – Each Adult Resident, Renter or Non-Resident Member may bring a total of two (2) Guests per Adult.

IV. GENERAL FACILITY PROVISIONS

- (1) The Board reserves the right to amend, modify, or delete, in part or in their entirety, these Rules and Policies when necessary, at a duly-noticed Board meeting, and will notify the Patrons of any changes. However, in order to change or modify rates or fees beyond the increases specifically allowed for by the District's rules and regulations, the Board must hold a duly-noticed public hearing on said rates and fees.
- (2) All Patrons shall abide by and comply with any and all federal, state and local laws and ordinances while present at or utilizing the Amenity Facilities. Adult Patrons shall ensure that non-Adult Patrons for whom they are responsible also comply with the same.
- (3) All hours of operation of the Amenity Facilities will be established and published by the District. The clubhouse will be closed on the following holidays: Easter, Thanksgiving Day, Christmas Day and New Year's Day. The clubhouse may also have limited hours of operation or be closed on Christmas Eve and New Year's Eve with authorization from the Board.
- (5) Residents and Non-Resident Members under the age of sixteen (16) years must be accompanied by an Adult Patron when using the Amenity Facilities. Residents and Non-Resident Members are not permitted to leave Patrons age sixteen (16) or younger at the Amenity Facilities without Adult supervision.
- (6) Dogs and all other pets (with the exception of service animals) are not permitted at the Amenity Facilities. Where service animals are permitted on the grounds, they must be leashed.
- (7) Alcoholic beverages shall not be served or sold, nor permitted to be consumed at the Amenity Facilities unless in conjunction with a District Staff approved room rental or special event. All private events where alcohol is to be served, will require a licensed and insured vendor of alcoholic beverages. The person renting

the room must provide proof of insurance naming the District as an additional insured to Amenity Staff prior to the event.

- (8) Vehicles must be parked in designated areas. Parking of vehicles on District property is prohibited and will be subject to towing at the owner's expense.
- (9) After using the clubhouse, Patrons shall return all equipment, furnishings, and other District property to its original location and condition. All food or other items must be removed from the clubhouse.
- (10) The Amenity Facilities are to be smoke free at all times. Smoking of tobacco products of any kind, including but not limited to cigars, cigarettes, vaping products, and the like is strictly prohibited.
- (10) All Guests must be accompanied by an Adult Resident, Non-Resident User, or Renter while using the Amenities.
- (11) The Amenity Facilities are under twenty-four (24) hour video surveillance.
- (12) Disregard for any Amenity Facilities rules or policies may result in expulsion from the Amenity Facility and/or loss of Amenity Facility privileges in accordance with the procedures set forth herein.
- (13) All Patrons shall treat Amenity Staff with courtesy and respect.
- (14) Skateboards, in-line skates, or similar equipment are not allowed in the clubhouse, tennis courts, basketball court, pool and playground area at any time.
- (15) Commercial advertisements shall not be posted or circulated in the Amenity Facilities. Petitions, posters or promotional material shall not be originated, solicited, circulated or posted at the Amenity Facilities unless approved in writing by the District Manager.
- (16) The Amenity Facilities shall not be used for commercial purposes without written permission from Amenity Staff. The term "commercial purposes" shall mean those activities which involve, in any way, the provision of goods or services for compensation.
- (17) There is no trespassing or fishing allowed in all designated wetland conservation and/or mitigation areas located on District property. Trespassers will be reported to the local authorities.
- (18) All persons using the Clubhouse must obey the Pasco County noise ordinances and the posted capacity limits of the facility as defined by the Pasco County Fire Marshall.

- (19) Loitering (the offense of standing idly or prowling in a place, at a time or in a manner not usual for law-abiding individuals, under circumstances that warrant a justifiable and reasonable alarm or immediate concern for the safety of persons or property in the vicinity) is not permitted any Amenity Facility.
- (20) Fireworks are prohibited on District property.
- (21) Outdoor grilling is only allowed at the playground pavilion and at a District pre-approved special event.

X. INDEMNIFICATION

Each organization, group or individual using or reserving the use of the Amenity Facilities shall indemnify and hold the District, and its officers, employees and agents harmless from any and all liability, claims, actions, suits or demands by and person, corporation or other entity, for injuries, death, and property damage of any nature, arising out of or in connection with the use of the Amenity Facilities and/or other District property, including attorneys' fees, litigation related costs, and appellate proceedings related thereto. Nothing herein shall constitute or be construed as a waiver of the District's sovereign immunity granted pursuant to Section 768.28, Florida Statutes.

The District and its agents, employees and officers shall not be liable for, and the Patrons shall release all such parties from claims for injury or damage to or loss of personal property or to the person, sustained by the user or any person claiming through the Patron resulting from any fire, accident, occurrence, theft or condition in or upon the District's lands, premises and/or facilities.

XI. DAMAGE TO PROPERTY OR PERSONAL INJURY

Any Patron or other person who makes use of the Amenity Facilities for any purpose whatsoever does so at his or her own risk, and shall hold the District, its officers, agents and employees harmless for any and all losses, costs, claims, injuries, damages or liability sustained or resulting from such use.

Patrons are solely responsible for personal property brought onto the Amenity Facilities. The District is not responsible for the loss or damage to any personal property used or brought onto the Amenity Facilities.

All Patrons using the Amenity Facilities are required to conduct themselves in a reasonable and safe manner and in compliance with all policies and rules of the District governing the Amenity Facilities. Violation of the District's policies and/or misuse or

destruction of Amenity Facility equipment may result in the suspension or termination of District Amenity Facility privileges with respect to the offending Patron. The District may pursue further legal action and restitution in regard to destruction of Amenity Facility property or equipment. No person shall remove from the room in which it is placed or from the Amenity Facilities any property or furniture belonging to the District or its contractors without proper authorization. Patrons shall be liable for any property damage and/or personal injury caused by them at the Amenity Facilities. The District reserves all legal and equitable remedies for losses due to property damage or personal injury.

XIII. GENERAL RULES FOR ALL SWIMMING AND WADING POOLS

- (1) There is no lifeguard on duty. All Patrons swim at their own risk.
- (2) Swimming Pool hours will be posted at the pool and in this Amenity Facility Policy. Any person swimming during non-posted swimming hours may be suspended from using the facility and possibly all the Amenity Facilities.
- (3) Pool availability may be limited or rotated in order to facilitate maintenance of the facility. Depending upon usage, the pool may be closed for various periods of time to facilitate maintenance and to maintain health code regulations.
- (4) All Residents and Non-Resident Members must use their assigned access card to enter the pool area.
- (5) Children under sixteen (16) years of age must be accompanied by an Adult at all times for usage of the pool facilities.
- (6) **Prohibited Behavior and Items.** Diving is strictly prohibited. No jumping, pushing, running or other horseplay is allowed in the pool or on the pool deck area. No swinging on ladders, fences, or railings is allowed. Loud, profane, or abusive language is absolutely prohibited. No physical or verbal abuse will be tolerated. Pets (with the exception of service animals), bicycles, skateboards, roller blades, and scooters are not permitted on the pool deck area inside the pool gates at any time. Radios, tape players, CD players, MP3 players and televisions, and the like are not permitted unless they are personal units equipped with headphones.
- (7) Showers are required before entering the pool. Proper swim attire must be worn in the pool. No thongs, denim or street attire.
- (8) Pool entrances must be kept clear at all times. Pool furniture is not to be removed from the pool area and outside furniture is not to be brought onto the pool deck.

- (9) **No Food, Alcohol or Glass Containers in Pool Area.** Alcoholic beverages are not permitted in the pool area. All coolers and containers are subject to search by District Staff. No food (including chewing gum) is permitted in the pool or on the pool deck area. All food and drink must be kept a minimum distance of four (4) feet from the pool.
- (10) The changing of diapers or clothes is not allowed in the pool area or on the tables. Parents should take their children to the restroom prior to using the pool. Children under three (3) years of age, and those who are not reliably toilet trained, must wear swim diapers, as well as a swim suit over the swim diaper.
- (11) **Pool Contamination.** If pool contamination occurs, the pool will be closed for such time as necessary to comply with Florida law. Pool water will be treated to kill the bacteria, if necessary. Any Patron who does pollute or contaminate the pool may be liable for any costs incurred in treating and reopening the pool and may be subject to suspension of privileges, at the District's discretion. Chemicals used in the pool for regular treatment or for contamination cleanup may affect certain hair or fabric colors, or cause minor eye irritation. The District is not responsible for these effects.
- (12) Lap lanes are reserved for lap swimmers. Please be considerate of swimmers that plan to work out and use the lap lane for swimming.
- (13) No Patron should use the pool during inclement weather, especially when lightning and thunder is present. IF ANY LIGHTNING IS OBSERVED, THE POOL WILL BE CLOSED FOR 30 MINUTES. IF NO LIGHTNING IS OBSERVED FOR 30 MINUTES, THE POOL WILL REOPEN. IF ANY THUNDER IS HEARD, THE POOL WILL BE CLOSED FOR 30 MINUTES. IF NO THUNDER IS HEARD FOR 30 MINUTES, THE POOL WILL BE REOPENED.

XIV. AQUATIC TOY AND RECREATIONAL FLOATATION DEVICE POLICY

- (1) Aquatic toys and equipment are not permitted in the pool. Prohibited items include, but are not limited to remote controlled watercraft, rafts, kickboards, inner tubes, scuba gear, swim fins, balls, Frisbees, inflatable objects, or other similar water play items.
- (2) Only Coast Guard approved personal floatation devices, kickboards for lap swimming/swim classes, masks, goggles, water wings, and water toys for organized special events.
- (3) The use of any and all recreational floatation devices at all pools shall be at the discretion of District Staff.

XVI. COUNTRY WALK FITNESS CENTER POLICIES

All Patrons using the gym in the clubhouse (the “**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 facilities. Disregard or violation of the District’s policies and rules and misuse or destruction of the Fitness Center equipment may result in the suspension or termination of usage privileges. The District may pursue further legal action and restitution in regard to destruction of Amenity Facility property or equipment.

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

- (1) **Hours:** The Fitness Center is open for use by Patrons during normal operating hours to be established and posted by the District.
- (2) **Emergencies:** All emergencies and injuries must be reported to the Amenity Staff as well as the District Manager at (813) 994-1001.
- (3) **Eligible Users:** Patrons and Guests fifteen (15) years of age and older are permitted to use the District Fitness Center during designated operating hours. No children under the age of fifteen (15) are allowed in the District fitness center at any time. Please note: Guests under (18) must be with their legal guardian and have proof of age to use the fitness facility.
- (4) **Guest Policy:** Patrons eighteen (18) years of age and older may bring up to one (1) Guest aged fifteen (15) years and older, to the Fitness Center. Patrons may bring a trainer to the Fitness Center for personal training sessions only. Personal trainers must be preapproved by management.
- (5) **Food and Beverage:** Food (including chewing gum) is not permitted within the Fitness Center. Beverages, however, are permitted in the Fitness Center if contained in non- breakable containers with screw top or sealed lids.
- (6) **Proper Attire:** Appropriate clothing and athletic footwear (covering the entire foot) must be worn at all times in the Fitness Center. Appropriate clothing includes t-shirts, tank tops, athletic shorts, and/or sweat suits. No jeans or swimsuits are permitted in the Fitness Center.
- (7) **General Policies:**
 - Each Patron is responsible for wiping off fitness equipment after use.

- Hand chalk is not permitted to be used in the fitness center.
- Radios, tape players and CD players are not permitted unless they are personal units equipped and used with headphones.
- Weights or other fitness equipment may not be removed from the fitness center.
- Patrons should limit use of cardiovascular equipment to thirty (30) minutes and step aside between multiple sets on weight equipment if other persons are waiting.
- Patrons should replace weights to their proper location after use.
- Patrons should not drop free weights. Free weights should be placed only on the floor or on equipment made specifically for storage of the weights.
- Any fitness program operated, established and run by District Staff may have priority over other users of the District Fitness Center.

XVII. BASKETBALL AND TENNIS COURTS POLICIES

All Patrons and guests using the District's basketball and tennis courts are expected to conduct themselves in a responsible, courteous and safe manner in compliance with all policies and rules of the District governing the Amenity Facilities. Disregard or violation of these Amenity Facility Policies and misuse or destruction of Amenity Facility equipment may result in the suspension or termination of Amenity Facility privileges. The District may pursue further legal action and restitution in regard to destruction of Amenity Facility property or equipment. A maximum of three (3) Guests may use the basketball and tennis courts if accompanied by a Resident, Non-Resident User, or Renter aged sixteen or older.

Please note that the basketball and tennis courts are unattended facilities and persons using the facilities do so at their own risk. Persons interested in using these Amenity Facilities are encouraged to consult with a physician prior to use.

- (1) **Hours:** The basketball and tennis court are available for use by Patrons during normal operating hours which are posted. These facilities may not be rented, and work on a first come first serve basis.
- (2) **Emergencies:** All emergencies and injuries must be reported to the District Staff as well as the District Manager at (813) 994-1001.
- (3) **Proper Attire:** Proper basketball or athletic shoes and attire are required at all times while on the courts. Proper attire shall consist of athletic shoes, shirts, and shorts or athletic pants.
- (4) **General Policies:**

- The basketball and tennis courts are intended for the play of casual basketball and tennis only, not for organized league play, with the exception of District sponsored or District authorized leagues or events.
- Pets, roller blades, bikes, skates, skateboards, and scooters are prohibited at the facility.
- No glass containers are permitted on the basketball and tennis courts. Beverages are permitted at the basketball and tennis courts if contained in non-breakable containers with screw top or sealed lids.
- Alcoholic beverages are not permitted.
- Patrons under the age of sixteen (16) years old are not allowed to use the basketball and tennis court unless accompanied by an Adult Patron. Residents, Renters, or Non-Resident Members aged sixteen (16) or older are permitted to bring a maximum of two (2) Guests per person.
- The basketball and tennis courts are available on a first come, first serve basis. Use of the basketball and tennis courts is limited to one and one half (1.5) hours when other Patrons are waiting to use the courts.
- Proper sportsman etiquette shall be adhered to at all times. The use of profanity or disruptive behavior is prohibited.
- Patrons using the basketball and tennis courts must supply their own equipment.
- Patrons must clean up the courts and surrounding areas after use.
- All other Amenity Facility Policy rules apply.

XVIII. MULTI-PURPOSE FIELD USE POLICY

All Patrons use the multi-purpose field at their own risk. Patrons are expected to conduct themselves in a sportsman-like, respectful, courteous and safe manner in compliance with all policies and rules of the District governing the Amenity Facilities. Any Patron using the multi-purpose field should consult with a physician prior to play. The multi-purpose field is available for use at the hours posted in this Amenity Facility Policy and at the clubhouse. The District reserves the right to close the multi-purpose field from use for maintenance purposes or weather-related issues from time to time and anticipates closing the field for intensive maintenance for at least six to eight (6-8) weeks annually. The multi-purpose field is not available for reservation or rental, but may be reserved for exclusive use by the Board for District-sponsored events.

(1) General Policies:

- The multi-purpose field is intended for casual use by Residents, Renters, and Non-Resident Users and their Guests, not for organized sports or league play.
- A maximum of twenty (20) Patrons may use the field at one time.
- Each Resident, Renter or Non-Resident Member may bring a total of two (2) Guests per Adult Member.
- Multi-purpose field is not to be used to hit or chip golf balls.
- No group of Patrons may use more than half of the multi-purpose field at one

time. Patrons using one half of the multi-purpose field are expected to be courteous to users of the other half and stay on their side of mid-field while participating in activities.

- Guests may use the multi-purpose field if accompanied by a Resident, Non-Resident User, or Renter aged sixteen (16) or older.
- Patrons may not change clothing at the multi-purpose field, other than to change from non-sport footwear to cleats (if applicable). If Patrons need to change into athletic gear, they must change in a restroom or prior to entering District property.
- Patrons may only store equipment and belongings in designated areas.
- Patrons using the multi-purpose field must clean up the area after use. Any District owned furniture is to remain in place at the multi-purpose field and is not to be moved by Patrons.
- Parking is only available at the clubhouse. No parking is available on the roads near the multi-purpose field.
- The multi-purpose field is available on a first come, first serve basis. Use of each half of the multi-purpose field is limited to one (1) hour when other Patrons are waiting to use the field.

XIV. PLAYGROUND POLICIES

- (1) For the safety of all children and Adults, only children between the ages of two (2) years and twelve (12) years of age may use the playground equipment. Children under the age of twelve (12) require the supervision of an Adult.
- (2) No roughhousing on the playground.
- (3) Patrons using the playground must clean up all food, beverages and miscellaneous trash brought to the playground. Glass containers are prohibited.
- (4) The use of profanity or disruptive behavior by any Patron is absolutely prohibited.
- (5) Alcoholic beverages are not permitted.
- (6) All other Amenity Facility Policies apply.

XX. SUSPENSION OF AMENITY FACILITY PRIVILEGES

- (1) Amenity Facility privileges may be subject to suspension by the Board if a Patron:
 - Submits false information on the application for an access card.
 - Permits unauthorized use of an access card.

- Exhibits unsatisfactory behavior or language.
 - Damages property belonging to the District.
 - Fails to abide by the Rules and Policies established for the use of facilities.
 - Treats the personnel or employees of the facilities in an unreasonable or abusive manner. Examples include, but are not limited to the use of profanity, verbal and physical assault.
 - Engages in conduct that is improper or likely to endanger the welfare, safety or reputation of the facility or Staff.
- (2) Patrons and Amenity Staff are expected to act, at all times, in a courteous and respectful manner. A Patron displaying aggressive or argumentative behaviors may be subject to immediate suspension by Amenity Staff. Any Patron who is physically or verbally abusive to other Patrons or Amenity Staff will not receive written notice and will be immediately suspended for up to seven (7) days at the discretion of the Amenity Staff (a “**Short-Term Suspension**”). Suspensions of a time period longer than 7 days shall be a “**Long-Term Suspension**” to be determined by the Board at the Board’s discretion. For each rule violation, the Amenity Staff shall fill out an incident report. Amenity Staff and/or District Staff may at any time restrict or suspend any Patron’s privileges to use any or all Amenity Facilities when such action is necessary to protect the health, safety and welfare of other Patrons and their guests, or to protect the District’s Amenity Facilities from damage.
- (3) Any Patron receiving a notice of a rules violation and a Suspension may appeal by notifying the Amenity Manager and requesting the suspension to be appealed by the Appeals Committee of the Board. The appeal will be conducted as follows:
- The meeting of the Appeals Committee shall be called to order.
 - The Appeals Committee shall select a chairperson and a recording secretary for the meeting.
 - A description of the behavior resulting in a rules violation shall be read by a representative of the Amenity Manager and/or Amenity Staff.
 - A representative of the Amenity Staff shall present cause for suspension, including any evidence, such as the incident report(s) for the violation(s).
 - Appellant shall present rebuttal of the allegations and evidence.
 - The Appeals Committee shall deliberate and deliver a ruling. The Amenity Manager shall notify the offender of the results of the appeal.

XXI. PRIVATE EVENT RENTAL POLICY AND RENTAL FEE(S)

Rental Procedure. Certain District Amenity Facilities are available for private event rental by Residents, Renters, and Non-Residents. To rent an Amenity Facility, the person renting the Amenity Facility must complete the designated Private Event Rental

Agreement for the Amenity Facility, schedule the event with Amenity Staff, and pay the deposit and rental fee as described below. All fees and deposits are to be made payable to Country Walk CDD and are due at the time the event is scheduled with Amenity Staff. A maximum of fifty (50) people, including the renting person, are allowed to attend a Private Event Rental of the clubhouse and/or pavilion.

Scheduling Requirements. No private event may be scheduled no more than ninety (90) days prior to the event date. If a private event is to extend beyond normal operating hours, the event must be scheduled with Amenity Staff no less than four (4) weeks prior to the event. The Amenity Facilities listed below are available for rent beyond normal operating hours on Monday through Saturday. The Amenity Facilities are only available for rent during normal operating hours on Sunday.

Acknowledgement of Amenity Facility Policies. By renting an Amenity Facility for a private event, the person renting the Amenity Facility explicitly agrees to abide by the rules and guidelines of this Amenity Facility Policy and to inform all Guests of the event of the same.

Private Event Rental Deposit and Fee Schedule:

- (1) **Clubhouse Rental Deposit:** A refundable \$250 deposit is due at the time the Private Rental Agreement is submitted to and the event scheduled with Amenity Staff. Deposits may be retained by Amenity Staff for damage resulting from the private event and/or extra cleaning services is needed due to the event, to be determined at the reasonable discretion of Amenity Staff. If refunded, the deposits will be returned by Amenity Staff within thirty (30) days of the event.
- (2) **Clubhouse Rental Fee:** The fee for clubhouse private event rental for Residents and Renters (as defined in Section II) is \$150 for a maximum of five (5) hours (the “**Resident Clubhouse Rental Fee**”). The clubhouse private rental fee due for Non-Residents is \$300 for a maximum of five hours (the “**Non-Resident Clubhouse Rental Fee**”). Any rental lasting longer than five (5) hours and/or beyond normal operating hours will be charged an additional \$25 per hour, to be paid at the time the event is scheduled.
- (3) **Pool Bar Rental Deposit:** A refundable deposit of \$75 is required to reserve the pool bar for a private event. Deposits may be retained by Amenity Staff for damage resulting from the private event and/or extra cleaning services is needed due to the event, to be determined at the reasonable discretion of Amenity Staff. If refunded, the deposits will be returned by Amenity Staff within thirty (30) days of the event.
- (4) **Pool Bar Rental Fee:** The fee for pool bar rental is \$50 for a maximum of five hours (the “**Pool Bar Rental Fee**”). Any pool bar rental lasting longer than five (5) hours and/or beyond normal operating hours will be charged an additional \$25 per

hour, to be paid at the time the event is scheduled.

(5) **Playground Pavilion Rental Deposit:** To reserve the playground pavilion, a refundable deposit of \$75 is due at the time of reservation and scheduling with Amenity Staff. Deposits may be retained by Amenity Staff for damage resulting from the private event and/or extra maintenance services are needed due to the event, to be determined at the reasonable discretion of Amenity Staff.

(6) **General Policies:**

- No bounce houses, water slides, or other similar inflatable devices are permitted for private event rentals.
- The person reserving the Amenity Facility for a private event must arrive one hour ahead of the scheduled event time to set up.
- The Amenity Facility must be cleaned up and returned to its original condition after the conclusion of the event.

**COUNTRY WALK COMMUNITY DEVELOPMENT DISTRICT
NON-RESIDENT MEMBER APPLICATION FORM**

Date of Application: _____ Date of Annual User Fee Payment: _____

Mailing Address: _____

Phone Number: _____ Alternate Phone Number: _____

Email Address(es): _____

Total Number of Immediate Family Members: _____

Names of Adult Members: _____

Names of Dependent Children Aged 18-22 and Ages: _____

Number of Minor Children Age 16 or Older: _____

Number of Minor Children Age 15 or Younger: _____

Names of Minor Children and Ages: _____

Emergency Contact Information: _____

Primary Emergency Contact:

Name(s): _____

Phone Number(s): _____

By executing this application, I agree to abide and be bound by all terms and conditions of the Amenity Facility Policy, including, without limitation, the indemnity and release provisions set forth in the policy, and acknowledge that my use of the District Amenity Facility is at my own risk. I understand and acknowledge that I may access the Amenity Facility Policy online at the District website at any time or may request a paper copy from the District Manager. I further acknowledge that I have read or had the opportunity to read the Amenity Facility Policy prior to signing this agreement.

(signature) By: _____
(print name)