

**THE VERANDAHS
COMMUNITY DEVELOPMENT DISTRICT**

Clubhouse Amenity Policies

Adopted September 16, 2019

DEFINITIONS

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

“Board” – shall mean the Board of Supervisors of the District.

“Clubhouse Amenity Facilities” – shall mean the property, otherwise known as the clubhouse owned by the District and intended for recreational use and shall include, but not specifically be limited to, the clubhouse, fitness center, and adjacent parking lot together with their appurtenant facilities and areas. It specifically excludes the pool adjacent to the clubhouse, which is owned and managed by The Verandahs At Pasco Community Association, Inc., a Florida not for profit corporation.

“Clubhouse Amenity Manager” – shall mean the person or firm so designated by the Board, including their employees.

“Clubhouse Amenity Staff” – shall mean the Clubhouse Amenity Manager, or such other individuals so designated by the Board to manage or operate the Clubhouse Amenity Facilities.

“District” – shall mean The Verandahs Community Development District.

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

“District’s website” – shall mean <http://theverandahscdd.org>

“Guest” – shall mean any person or persons who are invited and accompanied by a Patron to participate in the use of the Clubhouse Amenity Facilities. However, an individual, that is not an immediate family member residing in the household, may be a guest of a Patron no more than a total of eight (8) times per calendar year.

“Key Card” – shall mean an electronic key card distributed by the Clubhouse Amenity Manager to Patrons (one per residential unit) to access the Clubhouse Amenity Facilities. When you use the access card, your name and time of entry are registered.

“Non-Patron” – shall mean any individual that is not a Patron who is renting any portion of the Clubhouse Amenity Facilities pursuant to these Policies.

“Non-Resident Patron” – shall mean any person and his or her immediate family who is: (i) residing within the same residence, (ii) not a Property Owner or Renter, and (iii) and paying the

Annual User Fee to the District for use of the Clubhouse Amenity Facilities.

“Patron” or “Patrons” – shall mean Property Owners, Non-Resident Patrons, and Renters.

“Policies” – shall mean these Clubhouse Amenity Policies of the District, as amended from time to time.

“Property Owner” – shall mean that person or persons, and their immediate family who reside within the same residence, having fee simple ownership of land within the District.

“Renter” – shall mean any tenant, and their immediate family who reside within the same residence, residing in a Property Owner’s home located within the District and pursuant to a valid rental or lease agreement.

GENERAL PROVISIONS

- (1) The Board reserves the right to amend or modify these Policies when necessary and will notify the Patrons of any changes by posting such changes on the District’s website. However, in order to increase rates or fees the Board must hold a duly-noticed public hearing.
- (2) The Board, District Manager, and the Clubhouse Amenity Staff have full authority to enforce these Policies.
- (3) Patrons must use their assigned Key Card to enter the Clubhouse Amenity Facilities.
- (4) At no charge, one (1) facility Key Card will be issued to a Patron. Proof of property ownership or a valid lease may be required annually. All Patrons must use their Key Card for entrance to the Clubhouse Amenity Facilities. The Key Card should not be given out to non-Patrons. A maximum of one (1) Key Card will be issued per residential unit.
- (5) For *Replacement* Key Cards – There is a \$30.00 to replace a Key Card. Please contact the Clubhouse Amenity Manager for instructions on how to obtain a replacement Key Card. Any Key Card being replaced will be deactivated.
- (6) All persons renting or leasing a home from persons owning the property in the District will be required to obtain a Key Card from the Clubhouse Amenity Manager.
- (7) Upon the District’s insurance carrier’s recommendation to ensure that the District mitigates children’s exposure to injury, children under sixteen (16) years of age must be accompanied by a parent or adult Patron, eighteen (18) years of age or older. This policy is meant to follow the sound public policy and determination of appropriate age for minors to assume responsibility for their actions in accordance with the State of Florida’s requirements for obtaining a Florida’s driver license.
- (8) The Clubhouse Amenity Facilities’ hours of operation will be established and published by the District considering the season of the year and other circumstances. The Clubhouse

Amenity Facilities will be closed on the following Holidays unless otherwise posted: Christmas Day, Thanksgiving Day and New Year's Day. The Clubhouse Amenity Facilities will also close early at the discretion of the Clubhouse Amenity Manager on Christmas Eve and New Year's Eve.

- (9) Alcoholic beverages shall not be served or sold, nor permitted to be consumed on the Clubhouse Amenity Facilities' premises, except at pre-approved special events. Approval may only be granted by the Board or the District Chairperson if so authorized by the Board (present request to the District Manager's Office in advance of the meeting) and will be contingent upon providing proof of event insurance with the District named an additional insured. Patrons will be required to hire a licensed and insured vendor of alcoholic beverages, and they must provide proof of this to the District Manager's Office prior to the event.
- (10) Vehicles must be parked in designated areas. Vehicles should not be parked on grass lawns, sidewalks, pathways, or in any way which blocks the normal flow of traffic.
- (11) Fireworks of any kind are not permitted anywhere on the premises or adjacent areas of the Clubhouse Amenity Facilities.
- (12) No Patron or Guest is allowed in the service areas or the facility office of the Clubhouse Amenity Facilities.
- (13) Games are on a first come, first serve basis unless otherwise reserved. Use of equipment is limited to 1 hour to allow other guests their turn.
- (14) Smoking or the use of smokeless tobacco products, e-cigarettes, or vaporizers is not permitted anywhere within or on the grounds of the Clubhouse Amenity Facilities.
- (15) Guests must be registered with the Clubhouse Amenity Staff and accompanied by a Patron upon entering the Clubhouse Amenity Facilities.
- (16) Any person who verbally threatens the physical well-being of another person or who engages in behavior that may be dangerous, create a health or safety problem, create a hostile environment, or otherwise disturb others and cause them to fear for their physical wellbeing while in or around the Clubhouse Amenity Facilities may be reported to the local law enforcement agency, will be asked to leave and may have their access privileges suspended at the discretion of the District Board.
- (17) Clubhouse Amenity Staff and fellow Patrons and Guests are to be treated in a courteous and considerate manner. No staff member shall be reprimanded or harassed in any way by a Patron or Guest. Any cursing, sexual innuendoes, or other behavior which could result in liability for the District, shall automatically be expelled. Any unwarranted (pushing, shoving, grabbing, etc.) physical contact shall automatically be expelled because of the increased risk of liability to the District, as a result of this type of behavior.
- (18) All Complaints regarding services rendered by any Clubhouse Amenity Staff member must be made to the District Manager and if warranted, law enforcement will be contacted.

- (19) Patrons shall not engage or direct Clubhouse Amenity Staff on any private business, nor shall any Clubhouse Amenity Staff member be used for the individual benefit of the Patron, nor shall any Patron direct, supervise, or in any manner attempt to assert control over any such Clubhouse Amenity Staff members.
- (20) Disregard for any Policies, or other rules or policies of the District, may result in expulsion from the Clubhouse Amenity Facilities and/or loss of Clubhouse Amenity Facilities privileges and will not relieve Patrons of obligations to pay assessments, rates, or fees incurred.
- (21) Off-road bikes/vehicles, and any unlicensed motor vehicles are prohibited on all property owned, maintained, and operated by the District or the Clubhouse Amenity Facilities. Golf carts may be used on roadways within the District provided such use is in accordance with applicable governmental rules and regulations, including those of Pasco County. Golf carts may not be driven or parked on any lawn areas, sidewalks, or other non-roadway surfaces within the Clubhouse Amenity Facilities.
- (22) The Clubhouse Amenity Facilities does not offer child care services. Patrons or Guests should supervise their children.
- (23) Skateboarding is not allowed on any Clubhouse Amenity Facilities property, this includes but is not limited to: the building, porches, steps, pathways, and sidewalks surrounding this area.
- (24) Loss or destruction of property or instances of personal injury:
 - a. Each Patron and each Guest as a condition of invitation to the premises of the center assume sole responsibility for his or her property. The District and its contractors shall not be responsible for the loss or damage to any private property used or stored on the premises of the Clubhouse Amenity Facilities, whether in lockers or elsewhere.
 - b. No person shall remove from the room in which it is placed or from the Clubhouse Amenity Facilities' premises 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 at the Clubhouse Amenity 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. 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. The District will utilize video surveillance to monitor compliance with these Policies.
 - c. Any Patron, Guest or other person who, in any manner, makes use of or accepts the use of any apparatus, appliance, facility, privilege or service whatsoever owned, leased or operated by the District or its contractors, or who engages in any contest, game, function, exercise, competition or other activity operated, organized, arranged or sponsored by the District, either on or off the Clubhouse Amenity Facilities' premises, shall do so at his or her own risk, and shall hold the District, the Board, Clubhouse Amenity Staff, District representatives, District contractors, and District agents,

harmless for any and all loss, cost, claim, injury damage or liability sustained or incurred by him or her, resulting there from and/or from any act of omission of the District, or their respective operators, Supervisors, employees, representatives, contractors, or agents. Any Patron shall have, owe, and perform the same obligation to the District and their respective operators, Supervisors, employees, representative, contractors, and agents hereunder in respect to any loss, cost, claim, injury, damage or liability sustained or incurred by any guest or family member of such Patron.

- d. Should any party bound by these Policies bring suit against the District, the Board or staff, agents or employees of the District, any Clubhouse Amenity Staff, contractors or agents in connection with any event operated, organized, arranged or sponsored by the District or any other claim or matter in connection with any event operated, organized, arranged or sponsored by the District, and fail to obtain judgment therein against the District or the Clubhouse Amenity Staff, representative, contractor or agent, said party shall be liable to the District for all costs and expenses incurred by it in the defense of such suit (including court costs and attorney's fees through all appellate proceedings).
- (25) For any emergencies, please call 911. Afterwards, all emergencies and injuries must be reported to the Clubhouse Amenity Staff as well as the District Manager via the contact information on the District's website.
 - (26) All malfunctioning or broken equipment should immediately be reported to the District Manager via the contact information on the District's website.

PET AND SERVICE ANIMAL POLICY

Dogs or other pets (with the exception of Service Animals- defined below) are not permitted on or within the Clubhouse Amenity Facilities.

A “**Service Animal**” includes dogs or other pets trained to do work or perform tasks for an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability. A Service Animal must be kept under the control of its handler by leash or harness, unless doing so interferes with the Service Animal's work or tasks or the individual's disability prevents doing so. The District may remove the Service Animal under the following conditions:

- (1) If the Service Animal is out of control and the handler does not take effective measures to control it;
- (2) If the Service Animal is not housebroken; or
- (3) If the Service Animal's behavior poses a direct threat to the health and safety of others.

The District is prohibited from asking about the nature or extent of an individual's disability in order to determine whether an animal is a Service Animal or pet. However, the District may ask whether an animal is a Service Animal required because of a disability and what work or tasks the animal has been trained to perform.

Where dogs or other pets are permitted on the grounds, they must be leashed. Owners of any pets are responsible for picking up after their pets as a courtesy to residents.

GUESTS

- (1) Patrons who have a Guest are responsible for any and all actions taken by such Guest. Violation by a Guest on any of these Policies as set forth by the District could result in loss of that Patron's privileges.
- (2) Each Patron may bring no more than four (4) persons per residence as guests to the Amenities at one time unless the Patron has rented a room at the Clubhouse Amenity Facilities in accordance with these Policies.
- (3) All Guests must be accompanied by a Patron at all times with a max of four (4) Guests per visit.

FITNESS CENTER

All Patrons and Guests using areas designed and designated for exercise or fitness use of the within the Clubhouse Amenity Facilities (the "**Fitness Center**") are expected to conduct themselves in a responsible, courteous and safe manner. Misuse or destruction of Fitness Center equipment may result in the suspension or termination of Clubhouse Amenity Facilities privileges.

Please note the Fitness Center is an unattended facility, persons using the Fitness Center do so at their own risk. Clubhouse Amenity Staff is not present to provide personal training or exercise consultation to Patrons or Guests. Persons interested in using the Fitness Center are encouraged to consult with a physician prior to commencing a fitness program.

All Patrons will need to visit the Clubhouse Amenity Office during normal operating hours to sign the Fitness Center Waiver in order to activate their Fitness Center access.

- (1) *Hours:* The Fitness Center opens for use by Patrons during normal operating hours to be established and posted by the District. No access will be allowed, by a Patron or any other person, before or after Fitness Center hours. Trespassing may be prosecuted as a criminal offense and may lead to the loss of the Key Card and/or the revocation of access to the Clubhouse Amenity Facilities for the entire household.
- (2) *Eligible Users:* Patrons sixteen (16) years of age and older are permitted to use the Fitness Center during designated operating hours. Children within the range of twelve (12) years of age and under sixteen (16) years of age are allowed under supervision by a parent or adult Patron, eighteen (18) years of age or older. Upon the District's insurance carrier's recommendation to ensure that the District mitigates children's exposure to injury, no children under the age of twelve (12) are allowed in the Fitness Center at any time. Guests may use the Fitness Center if accompanied by an adult Patron, eighteen (18) years of age or older. Patrons and Guests use this facility at their own risk.
- (3) *Proper Attire:* Appropriate clothing and athletic footwear (covering the entire foot) must be worn at all times in the Fitness Center. Appropriate clothing includes t-shirts, shorts, leotards, and/or sweat suits.

- (4) *Food and Beverage:* Food (including chewing gum) is not permitted within the Fitness Center. Beverages, however, are permitted in the Fitness Center if contained in non-breakable containers with screw top or sealed lids. Alcoholic beverages are not permitted.
- (5) *General Policies for the Fitness Center:*
- a. Each individual is responsible for wiping off fitness equipment after use.
 - b. Prior to the use of any personal trainer at the Clubhouse Amenity Facilities, the personal trainer must enter into an agreement with the District and provide evidence of acceptable training certificates and insurance.
 - c. Hand chalk is not permitted to be used in the Fitness Center.
 - d. Music and/or digital media players are not permitted unless they are personal units equipped with headphones. However, Clubhouse Amenity Staff is permitted to play music throughout the Clubhouse Amenity Facilities.
 - e. No bags, gear, or jackets are permitted on the floor of the Fitness Center or on the fitness equipment.
 - f. Weights or other fitness equipment may not be removed from the Fitness Center.
 - g. Use of cardiovascular equipment shall be limited to thirty (30) minute periods and individuals shall alternate between multiple sets on weight equipment if other individuals are waiting. Please return weights and other fitness equipment to the proper location after use.
 - h. Any fitness program operated and run by Clubhouse Amenity Staff may have priority over other users of the Fitness Center.

CLUBHOUSE AMENITY FACILITIES USER FEE STRUCTURE

The residents of the District pay both debt assessments and annual operation and maintenance assessments in exchange for the benefits provided by the District's infrastructure and services, including but not limited to the Clubhouse Amenity Facilities. To be fair and equitable to the residents of the District, any non-residents who wish to enjoy the Clubhouse Amenity Facilities will be required to pay a fair and reasonable user fee that covers a proportional share of the District's infrastructure expenses and operation and maintenance expenses of the Clubhouse Amenity Facilities and the requisite supporting infrastructure. The Board may elect to cap the number of non-resident users to account for size and capacity limitations of the Clubhouse Amenity Facilities.

The Annual User Fee for Non-Resident Patrons is \$150 per month or \$1,800 per year.

FACILITY RENTAL POLICIES

The clubhouse and the meeting room portion of the Clubhouse Amenity Facilities may be rented for private events. Only one portion of the Clubhouse Amenity Facilities is available for rental during regular hours of operation. Both the clubhouse and the meeting room may be rented together during non-regular hours. Rentals may be made by both Patrons and Non-Patrons subject to the rates table below. Rentals may not be made by Patrons more than four (4) months prior to the event. Rentals made by Non-Patrons may be made no more than three (3) months in advance of the event. In addition, Patrons and Non-Patrons may rent a portion of the Clubhouse Amenity Facilities no more than six (6) times per calendar year. Persons interested in doing so should contact the Clubhouse Amenity Manager regarding the anticipated date and time of the event to determine availability. Please note that the Clubhouse Amenity Facilities may be unavailable for private events on the following holidays and on surrounding dates:

Easter Sunday	Memorial Day Weekend	4 th of July
Labor Day Weekend	Thanksgiving	Christmas Eve
Christmas Day	New Year’s Eve	

The District retains the right to reserve the Clubhouse Amenity Facilities and additional facilities for District use at any time. Since the revocation of access privileges impacts Patrons more than Non-Patrons and since the District may have alternatives to enforce violations of the District’s rules and policies against Patrons, the fees associated with renting the space are higher for non-Patrons. These fees are solely intended to ensure that the District is reasonably compensated for renting the space and also are in place to ensure the District can recoup some costs in the event there is damage to the space.

- (1) *Maximum Rental Duration:* Rentals may be made for up to five (5) total hours (including set-up and post-event cleanup)
- (2) *Rental Fees:* A non-refundable room rental fee will be charged according to the schedule below: A final guarantee (number) of guests is to be conveyed to the Clubhouse Amenity Manager in writing (email is acceptable) no later than ten (10) days before the date of the scheduled event. In absence of a final guarantee, the number indicated on the original agreement will be considered correct.

Patron Rates	\$0
Non-Patron Rates	\$250.00 for up to 25 guests \$350.00 for 26 to 50 guests \$450.00 for 50 guests or more, up to the maximum designated occupancy

- (3) *Deposit:* A refundable deposit of Two Hundred and Fifty Dollars (\$250.00) is required for any rental.
- (4) *Rental Process:* Individuals interested in renting a room must submit to the Clubhouse Amenity Manager, no later than fourteen (14) days prior to the event, a completed Facility Use Application indicating the nature of the event, the number of guests that will be attending, the hours when the event will be held, and whether alcohol and/or food will be served. The

Clubhouse Amenity Manager will determine if a Special Event Agreement (including evaluating if security services are needed to ensure public safety and any applicable costs will be the responsibility of the individual renting the room) will need to be executed prior to use of the Clubhouse Amenity Facilities. Where determined by the Clubhouse Amenity Manager to be required, a properly executed Special Event Agreement, along with all documentation required therein, must be received by the Clubhouse Amenity Manager no less than ten (10) days prior to the date of the event. The Clubhouse Amenity Manager will review the Facility Use Application on a case-by-case basis and has the authority to reasonably deny a request. Denial of a request may be appealed to the Board for consideration.

- (5) *Payment to the District upon Approval:* Upon approval and no later than ten (10) days from the rental date individuals should submit a check or money order (no cash) made payable to The Verandahs Community Development District to the Clubhouse Amenity Manager for the rental fee (if applicable) and for the deposit (should be separate checks or money orders). Failure to submit the applicable payments in time may result in the room not being reserved. Checks will be cashed by the District prior to the event.
- (6) *Refund of Deposit:* The District will issue a refund for the amount of the deposit following the event provided the Clubhouse Amenity Manager determines that there has been no damage to the Clubhouse Amenity Facilities and the premises has been properly cleaned after use. If the premises is not properly cleaned, the deposit will be kept for this purpose. To receive a full refund of the deposit, the following must be completed:
 - a. Ensure that all garbage is removed and placed in the outside receptacles.
 - b. Remove all displays, favors or remnants of the event.
 - c. Restore the furniture and other items to their original position.
 - d. Wipe off counters, table tops and sink area.
 - e. Replace garbage liner.
 - f. Clean out and wipe down the refrigerator, and all cabinets and appliances used. Clean any windows and doors in the rented room. Floor should be swept clean.
 - g. Ensure that no damage has occurred to the Clubhouse Amenity Facilities and its property.

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

- (7) *General Policies:*
 - a. Individuals renting the facilities are responsible for ensuring that their guests adhere to the policies set forth herein.
 - b. Please note all Policies remain in force for these special circumstances and the District has final say in these matters.
 - c. The volume of live or recorded music must not violate applicable Pasco County noise ordinances.
 - d. Additional liability insurance coverage will be required for all events that are approved to serve alcoholic beverages. This policy also pertains to certain events the district feels should require additional liability coverage on a case by case basis to be reviewed

- by the District Manager or Board. The District is to be named on these policies as an additional insured party.
- e. Unless the person renting the facilities is a Patron, they shall not use any other portion of the Clubhouse Amenity Facilities.

RENTER'S PRIVILEGES

- (1) Property Owners who rent out or lease out their residential unit(s) in the District shall have the right to designate the Renter of their residential unit(s) as the beneficial users of the Property Owners' Clubhouse Amenity Facilities privileges. All such designations must be in writing and contain an affirmative statement of the Renter's rights for the use and enjoyment of the Clubhouse Amenity Facilities. A copy of the written designation must be provided to the District Manager before the Renter will be permitted to use the Clubhouse Amenity Facilities.
- (2) A Renter who is designated as the beneficial user of the Property Owner's privileges, as verified by proof of a valid lease on file with the appropriate homeowner's association, shall be entitled to the same rights and privileges to use the Clubhouse Amenity Facilities as the Property Owner and shall assume all liabilities associated with the assignment of such rights and privileges.
- (3) During the period when a Renter is designated as the beneficial user of the Property Owner's privilege to use the Clubhouse Amenity Facilities, the Property Owner shall not be entitled to use the Clubhouse Amenity Facilities with respect to that property.
- (4) Property Owners shall be responsible for all charges incurred by their Renters which remain unpaid after the customary billing and collection procedure established by the District. Property Owners are responsible for the department of their respective Renters.
- (5) Renters shall be subject to such other rules and regulations as the Board may adopt from time to time.

SUSPENSION AND TERMINATION OF PRIVILEGES

- (1) *Violations.* Privileges at the Clubhouse Amenity Facilities can be subject to suspension or termination by the Board if a Patron or their Guests:
 - a. Submits false information on an application for a Key Card.
 - b. Permits unauthorized use of a Key Card.
 - c. Exhibits unsatisfactory behavior, deportment or appearance.
 - d. Fails to abide by the Policies, or other rules or policies of the District established for the use of Clubhouse Amenity Facilities.
 - e. Fails to pay fees or assessments owed to the District in a proper and timely manner.
 - f. Treats the Board, District Manager, or Clubhouse Amenity Staff in an unreasonable, disrespectful, or abusive manner.

- g. Engages in conduct that is improper or likely to endanger the welfare, safety or reputation of the Clubhouse Amenity Facilities or Clubhouse Amenity Staff.
- h. Damages or destroys District property, gate arms, or other common areas.

(2) *Documentation of Violations.* The District Manager or Clubhouse Amenity Manager shall record all violations, including repeat violations, on written incident reports and shall include the date, time, name of the parties involved, and nature of the violation. Such report shall be filed with the District Manager's Office within 24 hours of the incident. The District Manager shall maintain all records in accordance with public record laws.

(3) *Suspension.*

- a. The District Manager or Clubhouse Amenity Manager may at any time restrict or suspend any Patron's privileges to use any or all of the Clubhouse 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 property or Clubhouse Amenity Facilities from damage.
- b. The District Manager or Clubhouse Amenity Manager shall ask the Patron to leave the Clubhouse Amenity Facilities immediately, and shall call local law enforcement for assistance if the Patron fails to comply with the request.
- c. Such suspension shall be for a maximum period of 30 consecutive days.
- d. In determining the length of any suspension, the District Manager or Clubhouse Amenity Manager, shall take into account the nature of the conduct and any prior violations.
- e. Suspension or termination of privileges to use the Clubhouse Amenity Facilities shall not relieve Patrons of the obligation to pay applicable assessments, rates, or fees.

(4) *Appeal of Suspension.*

- a. A Patron subject to a suspension may appeal the suspension to the Board by filing a written request for an appeal, which written request shall be immediately sent to the District Chairperson with a copy to the District Manager.
- b. The filing of a request for an appeal shall not result in the stay of the suspension.
- c. The District shall consider the appeal at its next Board meeting and shall provide reasonable notice to the Patron of the Board meeting where the appeal will be considered.
- d. At that meeting, the Board shall allow the Patron to appear and present statements and/or evidence on the Patron's behalf, subject to any reasonable restrictions that the Board may impose.
- e. The Board may take any action deemed by it in its sole discretion to be appropriate under the circumstances, including affirming, overturning or otherwise modifying the suspension, to address the appeal and any violations.
- f. In determining the appropriate action to be taken, the Board shall take into account the nature of the violation and any prior violations.

- (5) *Longer Suspension or Termination of Privileges by the Board.*
- a. The District Manager or Clubhouse Amenity Manager may recommend to the Board, or the Board on its own initiative may elect to consider, a longer suspension or termination of a Patron's privileges for committing any of the violations.
 - b. At least 15 days prior to any Board meeting where a longer suspension or termination is to be considered, the District shall send written notice of the meeting by United States mail to the Patron's last known address.
 - c. Upon prior written request submitted by the Patron to the District at least 5 days prior to the meeting, the Board shall allow the Patron to appear at the meeting and present statements and/or evidence on the Patron's behalf, subject to any reasonable restrictions that the Board may impose.
 - d. The Board may take any action deemed by it in its sole discretion to be appropriate under the circumstances to address the violations, including imposing a longer suspension or permanent termination of a Patron's privileges to use the Clubhouse Amenity Facilities.
 - e. In determining the appropriate action to be taken, the Board shall take into account the nature of the violation and any prior violations.
- (6) *Trespass.* If a Patron subject to a suspension or termination is found on the premises, such Patron may be subject to arrest for trespassing.