

**RESOLUTION 2015-05**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE MONTECITO COMMUNITY DEVELOPMENT DISTRICT ADOPTING NEW RULES, POLICIES AND FEES FOR THE MONTECITO BEACH CLUB AMENITY FACILITIES, REPLACING THE POLICIES FOR THE MONTECITO BEACH CLUB AMENITY CENTER ADOPTED PURSUANT TO RESOLUTION 2009-03; RESCINDING RESOLUTIONS 2011-08 REGARDING GUEST USES AND RESOLUTION 2012-02 REGARDING GUEST POLICIES; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE**

**WHEREAS**, the Montecito 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 in the Satellite Beach, Brevard County, Florida; and

**WHEREAS**, the District owns and operates certain recreational amenity facilities within the district, including but not limited to a clubhouse, swimming pool, and playground area (herein the "Amenity Center"); and

**WHEREAS**, pursuant to Sections 120.54, 120.81, 190.011(5), and 190.035(2), Florida Statutes, the District is authorized to adopt and modify rules prescribing the conduct of the business of the District and the operation and maintenance of the Amenity Center; and

**WHEREAS**, Chapter 190, Florida Statutes, authorizes the District to prescribe, fix, establish, and collect rates, fees and other charges for facilities and services furnished by the District; and

**WHEREAS**, the District Board of Supervisors, on December 3, 2008, pursuant to Resolution 2009-03 adopted the Policies for the Montecito Beach Club Amenity Center as well as the schedule for rates, charges, and fees (the "2009 Rules and Rates"); and

**WHEREAS**, at the recommendation of the District Manager and the manager of the Amenity Center, the District Board desires to replace the 2009 Rules and Rates with a new set of rules, policies and fees pertaining to the Amenity Center and certain specified District facilities; and

**WHEREAS**, the District has complied with the applicable provisions of chapter 120, Florida Statutes, and has held a public hearing on January 19, 2015, to address the proposed changes and modifications and to consider the adoption and enactment of the Rules, Policies and Fees for the Montecito Beach Club Amenity Center (the "2015 Rules and Rates"), said 2015 Rules and Rates being attached hereto and incorporated herein as Exhibit "A"; and

**WHEREAS**, the Board finds that the 2015 Rules and Rates set forth in Exhibit "A", are necessary in order to provide for the orderly operation and maintenance of the Amenity Facilities

and that the adoption of such 2015 Rules and Rates is in the best interests of the residents of the District; and

**WHEREAS**, the Board further finds that Resolution 2011-08 regarding guest uses and Resolution 2012-02 regarding guest policies have become obsolete or superseded with the adoption of the 2015 Rules and Rates, and therefore should be rescinded.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE MONTECITO COMMUNITY DEVELOPMENT DISTRICT, THAT:**

Section 1. Adoption of Rules, Policies and Fees. The Rules, Policies and Fees for the Montecito Beach Club Amenity Center (the "2015 Rules and Rates") as set forth in Exhibit "A" and incorporated herein are hereby ratified, approved, confirmed, and adopted by the District.

Section 2. Rescinding of Superseded and Obsolete Resolutions. Resolution 2011-08 and Resolution 2012-02 are hereby rescinded. The District Manager of the District is directed to note such rescissions in the Official Record of Proceedings of the District.

Section 3. Conflicts. All motions, resolutions or parts of motions or resolutions in conflict herewith are hereby repealed to the extent of such conflict; the intent of this Resolution being to adopt the Rules, Policies and Fees for the Montecito Beach Club Amenity Center, thereby replacing, as of the Effective Date of this Resolution, any such prior policies, rules, or rates for the Montecito Beach Club Amenity Center, including, but not limited to, the Policies for the Montecito Beach Club Amenity Center and the schedule for rates, charges, and fees, previously adopted pursuant to District Resolution 2009-03.

Section 4. Severability. If any section, paragraph, clause or provision of this Resolution shall be held to be invalid or ineffective for any reason, the remainder of this Resolution shall continue in full force and effect, it being expressly hereby found and declared that the remainder of this Resolution would have been adopted despite the invalidity or ineffectiveness of such section, paragraph, clause or provision.

Section 5. Effective Date. This Resolution shall take effect immediately upon its adoption.

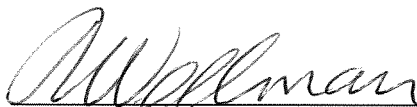
**PASSED AND ADOPTED** in Public Session of the Board of Supervisors of the Montecito Community Development District, this **19th** day of **January, 2015** (the "Effective Date").

**Attest:**

**MONTECITO COMMUNITY  
DEVELOPMENT DISTRICT**



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



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

**MONTECITO COMMUNITY DEVELOPMENT DISTRICT**

**Adopted Rules, Policies and Fees for the Montecito Beach Club Amenity Center**

**208 Montecito Drive**

**Satellite Beach, Florida 32937**

Amended January 19, 2015

## DEFINITIONS

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

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

**“Amenity Manager”** – shall mean the District Manager or that person or firm so designated by the District’s Board of Supervisors.

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

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

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

**“District”** – shall mean the Montecito Community Development District.

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

**“Non-Resident User”** – shall mean any person or Family not owning property in the District who is paying the Annual User Fee to the District for use of all Amenity Facilities.

**“Patron” or “Patrons”** – shall mean Resident(s), Non-Resident User(s), and Renter(s)/Leaseholder(s) who are eighteen (18) years of age and older.

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

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

## **MONTECITO ANNUAL USER FEE**

- (1) The Annual User Fee for any Non Resident is \$2,500.00 per year (as stated in Exhibit "A"). This payment must be paid in full at the time of completion of the Non-Resident user application and the corresponding agreement. This fee will permit the use of all Amenity Facilities for one (1) full year from the date of receipt of payment by the District. Each subsequent renewal shall be paid in full on the anniversary date of application for use of the Amenity Facilities by Non Residents. Such fee may be increased, by action of the Board of Supervisors, to reflect increased costs of operation of the amenity facilities; such increase may not exceed ten percent (10%) per year. The use of the Amenity Facility is not available for commercial purposes.
- (2) Two (2) Facility Access Cards will be issued to each residential unit within the District for Resident Members and non-resident fee payer. There is a \$20.00 charge to replace lost cards or to purchase additional cards (as stated in Exhibit "A"). The maximum number of Facility Access Cards any one unit or non-resident membership can hold at any time is two.
- (3) Two (2) Gate Transmitters are issued to new unit owners for a fee of \$30.00 each (as stated in Exhibit "A"). The maximum number of Gate Transmitters any unit can hold at any time is two.

## **GUESTS**

- (1) Patrons who have a Guest are responsible for any and all actions taken by such Guest. Violation by a Guest on any Policies as set forth by the District could result in loss of that Patron's privileges and membership.
- (2) Each Patron may bring no more than five (5) persons, on a per residential unit basis, as guests to the Amenities at one time unless the Patron has reserved a room at the Amenity and has paid the required usage fee. In the event the Patron has rented a room at the Amenity, the number of Guests shall be limited by the room or pavilion policies.

## **RENTER'S PRIVILEGES**

- (1) Property Owners who rent or lease their residential unit(s) in the District shall have the right to designate the Renter of their residential unit(s) as the beneficial users of the Property Owners Amenity Facilities privileges.
- (2) In order for the Renter to be entitled to use the Amenity Facilities, the Renter must complete the Non Resident user application and sign the accompanying agreement. The Annual User Fee will then be waived for the Renter. A Renter who is designated as the beneficial user of the Resident's membership shall be entitled to the same rights and privileges to use the Amenity Facilities as the Resident.
- (3) During the period when a Renter is designated as the beneficial user of the Property Owner's privilege to use the Amenity Facilities, the Property Owner shall not be entitled to use the Amenity Facilities with respect to that property.

- (4) Property Owners shall be responsible for all charges incurred by their Renters which remain unpaid after the customary billing and collection procedure established by the District. Property Owners are responsible for the behavior of their respective Renter.
- (5) If such individuals reside with the Property Owner, the Property Owner shall be required to add, to the Amenity Center Registration Form, the names of all individuals who reside in the Property Owner's home, whether as a result of a rental agreement, lease, or any other agreement, and the Property Owner shall be held financially responsible for any and all damage to District property caused by any of the individuals who reside in the Property Owner's home. Such individuals will not be issued additional Facility Access Cards.
- (6) Renters shall be subject to such other rules and regulations as the Board may adopt from time to time.

### **GENERAL FACILITY PROVISIONS**

All Patrons and Guests using the Amenity Facilities 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. 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 or Guest.

The Board reserves the right to amend, modify, or delete, in part or in their entirety, these Policies when necessary, at a duly-noticed Board meeting. 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, pursuant to Chapter 190, Florida Statutes.

- (1) Children under fourteen (14) years of age must be accompanied at all times by a parent or adult Patron over eighteen (18) years of age.
- (2) All Members and their Guests are responsible and liable for any damage to the District property and equipment. If damage of any kind is caused by the adult member or guest items will need to be replaced and paid in the full amount. Suspension of privileges may occur from time-to-time if items are not replaced appropriately
- (3) Vehicles must be parked in designated areas. Vehicles should not be parked on grass lawns, or in any way which blocks the normal flow of traffic.
- (4) Fireworks of any kind are not permitted anywhere at or on the Amenity Facilities or adjacent areas.
- (5) The Board of Supervisors (as an entity), Amenity Manager and/or the District Manager shall have full authority to enforce these policies.
- (6) Smoking is not permitted at any of the Montecito Amenity Facilities or lands.
- (7) Patrons and their Guests shall treat all staff members with courtesy and respect.
- (8) Off-road bikes/vehicles are prohibited on all property owned, maintained and operated by the District or on any of the Amenity Facilities.
- (9) The District will not offer childcare services to Patrons or Guests at any of the Amenity Facilities.

- (10) Skateboarding and rollerblading are not allowed on the Amenity Facilities property at any time. This includes, but is not limited to, the Amenity Center, playground area, and sidewalks surrounding these areas.
- (11) Events/Performances at any Amenity Facility, including those by outside entertainers, must be approved in advance by the District Manager or the District Board of Supervisors.
- (12) Unless permitted otherwise per these policies; alcoholic beverages are not permitted at any District owned facility or property at anytime.
- (13) Commercial advertisements shall not be posted or circulated in the Amenity Facilities. Except as may otherwise be permitted by law, petitions, posters or promotional material shall not be originated, solicited, circulated or posted on Amenity Facilities property unless approved in writing by the District Manager.
- (14) The Amenity Facilities shall not be used for commercial purposes unless such facilities have been rented pursuant to these Rules and the adopted rental policies of the Clubhouse Policies and provided that such rental is undertaken and effectuated in accordance with all other terms and provisions of these Rules and the Clubhouse Policies. The term "commercial purposes" shall mean those activities which involve, in any way, the provision of goods or services for compensation.
- (15) To the extent not pre-empted by the laws of the State of Florida, firearms or any other weapons are not permitted in any of the Amenity Facilities.
- (16) The District Manager reserves the right to authorize all programs and activities, including the number of participants, equipment and supplies usage, facility reservations, etc., at all Amenity Facilities, except usage and rental fees that have been established by the Board.
- (17) All Patrons and Guest shall abide by and comply with any and all federal, state and local laws and ordinances while present at or utilizing the Amenity Facilities, and shall ensure that any minor for whom they are responsible also complies with the same.
- (18) Loud, profane, obscene, or abusive language is absolutely prohibited.
- (19) Patrons or Guests are not allowed to bring to or utilize grills or smokers at or on the Montecito Amenity Center property.

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

- (1) Each Patron and each Guest, as a condition of use of the Amenity Facilities, assumes sole responsibility for his or her person and property. The District and its contractors shall not be responsible for the loss or damage to any private property used or stored on or in any of the Amenity Facilities, whether in lockers or elsewhere.
- (2) No person shall remove from the room in which it is placed, or from any Amenity Facility, any property or furniture belonging to the District or its contractors without proper authorization from the District Manager or the Board. Patrons shall be liable for any property damage and/or personal injury at the

Amenity Facilities, or at any activity or function operated, organized, arranged or sponsored by the District or its contractors, which is caused by the Patron or the Patron's Guest or family member(s). The District reserves the right to pursue any and all legal and equitable measures necessary to remedy any losses it suffers due to property damage or personal injury caused by a Patron or the Patron's Guest or family member(s).

- (3) 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 or its contractors, either on or off the Amenity Facilities' premises, shall do so at his or her own risk, and shall hold the Amenity Facilities' owners, the District, the Board of Supervisors, District employees, District representatives, District contractors and District agents, harmless from 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, contractors or agents. Any Patron shall have, owe, and perform the same obligation to the District and their respective operators, supervisors, employees, representatives, contractors, and agents hereunder with respect to any loss, cost, claim, injury, damage or liability sustained or incurred by any Guest or Patron.
- (4) Should any party bound by these Policies bring suit against the District, the Board of Supervisors or staff, agents or employees of the District, or any Amenity Facility operator or its officers, employees, representatives, contractors or agents in connection with any event operated, organized, arranged or sponsored by the District or any other claim or matter in connection with any event operated, organized, arranged or sponsored by the District, and fail to obtain judgment therein against the District or the Amenity Facilities' operators, officers, employees, representatives, contractors or agents, said party bringing suit shall be liable to the prevailing party (i.e. the District, etc.) 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.

### **AMENITY FACILITY OPERATIONS**

**Hours:** The District Amenity Facilities are available for use by Patrons during normal operating hours to be established and posted by the District.

**Emergencies:** After contacting 911 if required, all emergencies and injuries at or in the vicinity of the Amenity Facility must be reported to the office of the District Manager (phone number 904-436-6270).

***Please note that the Amenity Facilities are unattended facilities. Persons using the Amenity Facilities do so at their own risk. Additional staff members are not present to provide personal training, exercise consultation or athletic instruction, unless otherwise noted, to Patrons or Guests. Persons interested in using the Amenity Facilities are encouraged to consult with a physician prior to commencing a fitness program.***



## GENERAL SWIMMING POOL POLICIES

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

- (1) Children under fourteen (14) years of age must be accompanied at all times by a parent or adult Patron during usage of the pool facility.
- (2) No diving, jumping, pushing, running or other horseplay is allowed in the pool or on the pool deck area.
- (3) Playing or hanging on the chair-lift is prohibited.
- (4) Any music playing device and/or televisions are not permitted unless they are personal units equipped with headphones.
- (5) Swimming is permitted only during designated hours as posted at the pool, and such hours are subject to change at the discretion of the District Manager. Swimming after dusk is prohibited by the Florida Department of Health. Patrons and Guests swim at their own risk and must adhere to swimming pool rules at all times.
- (6) Patrons and Guests are required to utilize the showers before entering the pool.
- (7) Alcohol and glass containers are prohibited.
- (8) Food and Drink is prohibited in the pool. Food and Drink is prohibited within five (5) ft. of the pool edge.
- (9) Children under three (3) years of age, and those who are not reliably toilet trained, must wear rubber lined swim diapers, as well as a swimsuit over the swim diaper, to reduce the health risks associated with human waste in the swimming pool/deck area.
- (10) The Amenity Manager is authorized to direct the discontinued usage of play equipment, such as floats, rafts, snorkels, dive sticks, and flotation devices during times of peak or scheduled activity at the pool, or if the equipment causes a safety concern, in the Amenity Manager's discretion.
- (11) Swimming pool hours will be posted. Pool availability may be limited or rotated in order to facilitate maintenance of the pool facility. Depending upon usage, the pool may be closed for various periods of time to facilitate maintenance and to maintain health code regulations.
- (12) Pets (except service animals), bicycles, skateboards, roller blades, scooters and golf carts are not permitted on the pool deck area or inside the Amenity Facilities.
- (13) The District Manager and the Board reserve the right to authorize and approve all programs and activities (including the number of participants, equipment and supplies usage, etc.) conducted at the pool, as well as swim lessons and aquatic/recreational programs.
- (14) Any person swimming during non-posted swimming hours may be suspended from using the facility.
- (15) Proper swim attire (no cutoffs) must be worn in the pool.
- (16) No chewing gum is permitted in the pool or on the pool deck area.
- (17) For the comfort of others, the changing of diapers or clothes is not allowed poolside.
- (18) No one shall pollute the pool. Anyone who pollutes the pool is liable for any costs incurred in treating and reopening the pool.
- (19) Radio controlled water craft are not allowed in the pool area.
- (20) Pool entrances must be kept clear at all times.
- (21) No swinging on ladders, fences, or railings is allowed.
- (22) Pool furniture is not to be removed from the pool area.
- (23) No physical or verbal abuse will be tolerated.
- (24) Tobacco products are not allowed in the pool area.
- (25) Illegal drugs are not permitted.
- (26) The District is not responsible for lost or stolen items.
- (27) Chemicals used in the pool/spa may affect certain hair or fabric colors. The District is not responsible for these effects.

- (28) The Amenity Center pool and covered lanai area may not be rented at anytime; however, access may be limited at certain times for various District functions, as approved by the Board.

### **SWIMMING POOL: FECES POLICY**

- (1) If contamination occurs, the pool will be closed for twelve (12) hours so that remedial measures may be taken to ensure safe swimming conditions.
- (2) Parents should take their children to the restroom before entering the pool.

### **FITNESS TRAINING ROOM POLICIES**

**Eligible Users:** Patrons and Guests fourteen (14) years of age and older are permitted to use the District fitness training room during designated operating hours. No children under the age of fourteen (14) are allowed in the District fitness training room at any time.

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

- (1) Appropriate attire and footwear (covering the entire foot) must be worn at all times in the District fitness training room. Appropriate attire includes: t-shirts, tank tops, shorts, leotards, and/or sweat suits (no swimsuits).
- (2) Each individual is responsible for wiping off fitness equipment after use.
- (3) Use of personal trainers is permitted in the District fitness training room upon prior approval of the District Manager.
- (4) Hand chalk is not permitted to be used in the District fitness training room.
- (5) Any music playing device are not permitted unless they are personal units equipped with headphones.
- (6) No bags, gear, or jackets are permitted on the floor of the District fitness training room or on the fitness equipment.
- (7) Weights or other fitness equipment may not be removed from the District fitness centers.
- (8) Please limit use of cardiovascular equipment to thirty (30) minutes and step aside between multiple sets on weight equipment if other Patrons or Guests are waiting.
- (9) Please replace weights to their proper location after use.
- (10) 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.

### **GAME ROOM GENERAL POLICIES**

- (1) . The pool table, foosball table, and ping pong table, are limited to one (1) game per use when others are waiting.
- (2) Children must be twelve (12) years of age or older to use the foosball or ping pong tables. Children under twelve (12) years of age shall be accompanied by a Parent or Adult Patron at all times when using the foosball or ping pong tables.
- (3) Children must be fourteen (14) years of age or older to use the pool table. Children under fourteen (14) years of age shall be accompanied by an Adult Patron or Guest at all times when using the pool table.
- (4) Glass or beverage containers of any kind are not allowed on or around or in the proximity of the pool

table, ping pong table and foosball tables at any time.

- (5) Gambling is prohibited within the Montecito Beach Club Amenity Facility.

**PLAYGROUND POLICIES**

- (1) Children under the age of eighteen (18) must be accompanied by an adult.
- (2) No roughhousing on the playground.
- (3) Patrons and Guests using the playground shall clean up all food, beverages and miscellaneous trash brought to the playground. Glass containers are prohibited in the playground area.
- (4) Use of the playground may be limited from time to time due to a previously approved sponsored event.
- (5) Alcoholic beverages are not permitted on the playground.

**AMENITY ROOM AT THE AMENITY CENTER: RENTAL POLICIES**

Residents and Non-Resident Users may reserve the Amenity Room through the Amenity Manager’s office for various meetings, classes, events, etc. for a maximum of five (5) hours per event. The five (5) hour limitation can only be exceeded upon specific authorization from the Board. Patrons may not reserve the Amenity Room more than four (4) times in any twelve (12) month period. The maximum number of persons attending any event shall not exceed fifty (50) persons. Reservation of the Amenity Room is on a first come, first serve basis and is subject to approval by the Amenity Manager. Upon application (Exhibit “B”) for use of the Amenity Room, the Amenity Manager will determine if a paid attendant will be necessary. If an attendant is necessary, the party requesting the Amenity Room will be required to pay the costs associated with the attendant. The Amenity Room will not be available for rental on the following days:

- |                           |                           |
|---------------------------|---------------------------|
| December 24 <sup>th</sup> | December 25 <sup>th</sup> |
| December 31 <sup>st</sup> | January 1 <sup>st</sup>   |
| Easter Sunday             | July 4 <sup>th</sup>      |
| Memorial Day              | Labor Day                 |
| Thanksgiving Day          |                           |

The Amenity Room is not available for rentals during Memorial Day Weekend, Labor Day Weekend or any other weekend on which a federal holiday falls on either a Monday or Friday.

The Montecito pool and pool area, including the surrounding decks and furniture, is not available for reservation and shall remain open to all Patrons and their Guests during normal operating hours.

A refundable deposit in the amount established by District rule is required and will be returned after the function is complete provided there is no evidence of damage to the facility.

A cleanup fee in the amount established by District may be required depending on the function. The Amenity Manager should be contacted to make proper arrangements regarding the reservation of the Room and to obtain the amounts of the deposit and cleanup fee.

No open or burning flames or campfires are allowed at the Amenity Facilities.

Below are the policies and guidelines set forth and agreed upon by the Board and District Manager regarding events in the Amenity Room:

### **Policies**

- (1) Applicant must be a Patron who will be responsible for ensuring that their Guests adhere to the policies set forth herein.
- (2) All applicants will be required to fill out and sign the District Facility Use Application Agreement as approved by the Amenity Manager or District Manager.
- (3) Additional Event Liability Insurance coverage in the amount of One Million Dollars (\$1,000,000) will be required for all events that are approved to serve alcoholic beverages. This policy regarding insurance coverage also pertains to certain events the District determines should require additional Event Liability coverage on a case by case basis (to be reviewed by the District Manager or the Board of Supervisors). The District shall be named as an additional insured party on any such policies, and a certificate of insurance illustrating the appropriate coverage amount and parties is to be provided to the District Manager prior to the event.

### **Schedule of Fees/Deposits**

- (1) A non-refundable room rental fee for the Amenity Room will be charged as follows: \$50.00 for up to 25 guests and \$100.00 for 26 through 50 guests (as stated in Exhibit "A"). A final guarantee (number) of Guests is to be conveyed to the Amenity Manager no later than five (5) days before the date of the scheduled event. In absence of a final guarantee, the number indicated on the original agreement will be considered correct. A check shall be made out to the "Montecito Community Development District" and submitted to the Amenity Manager's Office.
- (2) A refundable security deposit of \$400.00 (or \$500.00 with events including preauthorized alcohol as stated in Exhibit "A") shall be charged to the persons making the reservation and shall be submitted to the Amenity Manager's Office in the form of a separate personal check, cashier's check or money order. (which shall be made payable to the "Montecito Community Development District"). 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. (No adhesives permitted on walls or windows)
  3. Wipe off and restore the furniture and other items to their original position.
  4. Wipe off counters, table tops and sink area.
  5. Ensure that no damage has occurred to the Amenity Room and its surrounding property and facilities if used by Patron and their Guests.

If additional cleaning is required, the Patron reserving the room will be liable for any expenses incurred by the District to hire an outside cleaning contractor. In light of the foregoing, Patrons may opt to pay for the actual cost of cleaning by a professional cleaning service hired by the District. Note: The District Manager shall

determine the amount of the deposit or a portion thereof to be returned, if any. Any damages to District Property, including but limited to the Amenity Facility and the furniture, equipment, and appurtenances of the Amenity Facility, shall be the responsibility of the Renter, even if said damages exceed any deposit posted with the rental.

### **Indemnification**

Each organization, group or individual reserving the use of a Amenity Facility (or any part thereof) agrees to indemnify and hold harmless the District, its officers, agents, contractors and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity, for injuries, death, property damage of any nature, arising out of, or in connection with, the use of the District lands, premises and/or Amenity Facilities, including litigation or any appellate proceeding with respect 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.

### **FISHING AND LAKE POLICY**

Patrons and Guests fourteen (14) years of age and older may fish in the lakes/retention ponds within the District. No children under the age of fourteen (14) are allowed on the pond banks within the District at any time, unless accompanied by an adult. Patrons and Guests fishing in these bodies of water shall remove and properly dispose of all garbage, fishing line, hooks and all other materials/supplies. The District requests that everyone respect their fellow neighbors/property owners and access the lakes/retention ponds through the proper access points. No watercraft except authorized maintenance vehicles are allowed in the lake/retention ponds. Any violation of this policy will be reported to the local authorities.

The District has a catch and release policy for all fish and any other aquatic wildlife caught in the lakes/retention ponds, requiring that any fish or other aquatic wildlife caught immediately be returned to the District's lake/retention ponds from where it was caught. The purpose of the lakes/retention ponds is to help facilitate the District's natural water system for runoff and overflow. Anyone who violates this provision does so at their own risk.

Swimming is prohibited in all of the lakes/retention ponds. Please use the pool at the Amenity Center for swimming activities.

### **PETS**

Dogs and all other pets (with the exception of service animals, as such term is defined by Florida Statutes or the Americans with Disabilities Act) shall not be permitted at the Amenity Facilities. Dogs and all other pets must be kept on a leash at all times on property that is owned by the District.

## **RULES: SUSPENSION AND TERMINATION OF PRIVILEGES**

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

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

1. Fails to abide by the District Policies and Fees for All Amenity Facilities established and approved by the Board of Supervisors.
2. Submits false information on facility applications.
3. Permits unauthorized use of an Access Card.
4. Exhibits unsatisfactory behavior, deportment or appearance.
5. Treats the personnel or employees of the District in an unreasonable or abusive manner.
6. Engages in conduct that is improper or likely to endanger the welfare, safety or reputation of the District or is in violation of Florida law
7. Damages or destroys District property.

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

**The Amenity Manager or District Manager may, at any time, restrict or suspend any Patron's or Guest's privileges to use any or all of the Amenity Facilities for any violation of these Policies or for any of the above enumerated acts or omissions. Such suspension shall be documented in writing by the Amenity Manager or District Manager and shall be issued to or sent to the Patron or Guest whose privileges have been suspended at the last known address of said Patron or Guest, with copy of the same being provided to the Board of Supervisors.**

No person whose amenity privileges have been fully or partially suspended shall on account of any such restriction or suspension be entitled to any refund of District Facilities assessments, Dues, Fees, District assessments, or any other fees and charges. During the suspension, District Facilities assessments, dues, fees, and District assessments shall continue to accrue and be payable for each billing period. Under no circumstance will a person be reinstated until all amounts due to the District, including but not limited to any amounts arising out of or in any way connected to damage caused to District Facilities by said Patron or Guest are paid in full.

Notwithstanding the foregoing, at any time an Adult Patron is arrested for an act committed, or allegedly committed, while at any District Facility, including the Montecito Amenity Center, that Adult Patron shall have all amenity privileges suspended until the next Board of Supervisors meeting. At the Board meeting, the Board will be presented with the facts surrounding the arrest and the Board may make a recommendation of termination of the Patron's privileges for one calendar year (or some shorter amount of time at the Board's discretion).

### **SUSPENSION AND TERMINATION OF MINORS PRIVILEGES**

At the discretion of Montecito Community Amenity Center personnel, Minors (*children between the ages of ten (10) and seventeen (17)*), who violate the rules and policies may be expelled from the facilities for one (1) day. Upon such expulsion, a written report shall be prepared detailing the name of the child, the prohibited act committed and the date. This report will be kept on file at the Amenity Center Office.

Any Minor who is expelled from the facilities three (3) times in a one year period, shall have their amenity facilities privileges suspended for one calendar year from the date of the third offense. A Minor who has his or her facility privileges suspended may still use the facilities when accompanied by a parent or legal guardian.

Notwithstanding the foregoing, at any time a Minor is arrested for an act committed, or allegedly committed, while at any District Facility, including the Montecito Amenity Center, that minor shall have all amenity privileges suspended until the next Board of Supervisors meeting. At the Board meeting, the Board will be presented with the facts surrounding the arrest and the Board may make a recommendation of termination of the Patron's privileges for one calendar year (or some shorter amount of time at the Board's discretion).

**APPEAL**

Any person suspended by the Amenity Manager or District Manager may appeal such suspension to the District Board of Supervisors. Appeals must be in writing and shall be filed with the Amenity Manager or District Manager within forty-five (45) days of the date of the suspension letter. The Board of Supervisors will then schedule the appeal to be heard during the next regularly scheduled public meeting of the Board of Supervisors. However, appeals filed within five (5) business days of the next regularly scheduled Board meeting will be heard at the Board meeting following the next regularly scheduled Board meeting. During the meeting of the Board of Supervisors in which the appeal is to be heard, the person or persons suspended shall appear before the Board. The Board of Supervisors shall have the power to reduce, remove, or impose conditions related thereto, but not increase the length of the suspension.

**The above policies were amended and adopted by the Board of Supervisors for the Montecito Community Development District on this 19th day of January 2015.**



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



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

Exhibit A: Schedule of Fees

Exhibit B: Amenity Center Rental Room Application

Exhibit A: Schedule of Fees

| <b>Amount</b> | <b>Description of Fee</b>                          |
|---------------|--|
| \$2,500       | Annual Non Resident User                           |
| \$20          | Replacement Key Card                               |
| \$30          | Replacement Gate Transmitter                       |
| \$50          | Amenity Center Rental Room fee for 0-25<br>Guests  |
| \$100         | Amenity Center Rental Room fee for 26-50<br>Guests |
| \$400         | Amenity Center Rental Room Deposit – No<br>Alcohol |
| \$500         | Amenity Center Rental Room Deposit –<br>Alcohol    |



**Exhibit B: Amenity Center Rental Room Application**  
**MONTECITO FACILITY ROOM RENTAL FORM**

Name: \_\_\_\_\_ today's Date: \_\_\_\_\_

Street Address: \_\_\_\_\_

Daytime Phone: \_\_\_\_\_

Intended Use: \_\_\_\_\_ Estimated Attendance \_\_\_\_\_

Date of Event: \_\_\_\_\_ Time (5hr max.) \_\_\_\_\_ to \_\_\_\_\_

|                           |                                |               |
|---------------------------|--------------------------------|---------------|
| RENTAL COST (Refundable)  | FEE AMOUNT \$50.00 or \$100.00 | CHECK # _____ |
| RENTAL DEPOSIT COST       | FEE AMOUNT \$400.00            | CHECK # _____ |
| RENTAL COST w/ ALCOHOL    | FEE AMOUNT \$200.00            | CHECK # _____ |
| RENTAL DEPOSIT w/ ALCOHOL | FEE AMOUNT \$500.00            | CHECK # _____ |

I agree to indemnify and hold harmless the Montecito Community Development, and their agents, supervisors, officers, directors, employees, and staff from any and all liability, claims, actions, suits, or demands by any person, corporation, or other entity, for liability, claims, actions, suits, or demands by any person, corporation, or other entity for injuries, death, property damage of any nature arising out of or in connection with the use of the Amenity Center. Nothing herein shall constitute or be construed as a waiver of the District's sovereign immunity granted pursuant to Section 768.28, Fla. Stat.

*I have read, understand, and agree to abide by all policies and rules of the District governing the Amenity Center.* Failure to adhere to the District's policies and rules may result in the suspension or termination of any privileges to use the facility. I also understand that I am financially responsible for any damages caused by me, my family members, and my guests. If requested, I will obtain an event insurance policy naming the Montecito Community Development District, and their agents, supervisors, officers, directors, employees, and staff as additional insured.

Signature of Authorized User \_\_\_\_\_

Date \_\_\_\_\_

***Please initial by each:***

1. \_\_\_\_\_ There is a maximum Capacity of 50 for the Montecito Community Room. Residents must inform their guests that once the scheduled party is completed, all guests are requested to exit.
2. \_\_\_\_\_ The rental fee is Fifty Dollars (\$50.00) for up to 25 guest and One Hundred Dollars (\$100.00) plus the cost of a District Representative for 26 guest to 50 guest. Checks need to be made payable to MONTECITO CDD.
3. \_\_\_\_\_ The five (5) hour maximum time limit includes setup and cleanup time. Please schedule accordingly.
4. \_\_\_\_\_ The five (5) hour maximum time limit applies to all guests in attendance. Once party is complete, all guests are required to exit. Standard guest policy applies outside scheduled reservation.
5. \_\_\_\_\_ No wet bathing suits, towels or clothing is allowed in the rental room or on the furniture.
6. \_\_\_\_\_ A refundable security deposit in the amount of Four Hundred Dollars (\$400.00) shall be provided for the Rental Room, made payable to MONTECITO CDD. If alcohol is authorized a refundable security deposit in the amount of Five Hundred Dollars (\$500.00) shall be provided for the Rental Room
7. \_\_\_\_\_ All deposit and rental checks will be cashed prior to rental. The refund check will be processed within 7 to 10 business days after a complete clean-up inspection by District Staff has taken place without incident.

Circle - **Yes or No** Is alcohol being served at your party? (Additional insurance coverage required if alcohol is going to be provided and approval by the District Manager is required.)

8. \_\_\_\_\_ Additional fees may be assessed if the clean up is incomplete or if event is not kept within the Identified times.

9. \_\_\_\_\_ Additional Staff Fee's of \$15.00/hour may apply if rental is outside of clubhouse site manager's hours.

Circle - **Yes or No** Are there any outside vendors being hired for your event? If yes, please furnish the Management Office with the proper Certificate of Insurance naming the MONTECITO District as additionally insured.

10. \_\_\_\_\_ **I have read and understand the Amenity Center Rental Policies**