

**Ventana**  
**Community Development District**  
**Recreational Facilities Policies**

Updated April 10, 2024

**Definitions**

**“Board”** shall mean the District’s Board of Supervisors.

**“Clubhouse Manager”** – shall mean the person or firm so designated by the Board to manage the Recreational Facilities.

**“Clubhouse Staff”** – shall mean the Clubhouse Manager, including their employees, or such other individuals so designated by the Board to operate the Recreational Facilities.

**“District”** shall mean the Ventana 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 <https://www.ventanacdd.com/>

**“Guest”** shall mean any individual who is invited by a Patron and must be accompanied to use the Recreational Facilities by a Patron.

**“Non-Resident Annual User Fee”** shall mean the fee established by the Board for any person that wishes to become a Non-Resident Member. The amount of the user fee is set forth herein, and that amount is subject to change based on Board action at a noticed public hearing.

**“Non-Resident Member”** shall mean any individual not owning property in the District who has paid the Non-Resident Annual User Fee to the District for use of the Recreational Facilities.

**“Patron”** shall mean Residents, Non-Resident Members, and Tenants, including and members of the households of any of the foregoing.

**“Recreational Facilities”** shall mean the properties and areas owned by the District intended for recreational use, including but limited to, the clubhouse building, pool, parking lot, green space, landscaping/hardscaping, passive parks, together with their appurtenant facilities and areas.

**“Renter”** shall mean any person who rents certain portions or spaces of the Recreational Facilities for specified events pursuant to the approval of the District staff.

**“Resident”** shall mean any person, spouse, or registered domestic partner of a person or family owning property within the District.

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

### **Enforcement of Policies**

The Board, the District Manager, and any Clubhouse Staff shall have full authority to enforce these policies. However, the Chair or Vice-Chair of the Board and the District Manager shall have the authority to waive strict application of any of these policies when prudent, necessary, or in the best interest of the District and its Patrons and their Guests. Such a temporary waiver of any policy shall not constitute a continuous, ongoing waiver of said policy.

### **Use of Recreational Facilities at Your Own Risk**

Patrons and their Guests are welcome to enjoy the Recreational Facilities at their own risk and pursuant to the District's policies. The District does not provide on-site staff dedicated for the purpose of monitoring the use of the Recreational Facilities or safety of the Patrons, Renters, or their Guests. The District will not accept responsibility for any injuries from the use of the Recreational Facilities or damage or theft of personal property. The District assumes no liability for any theft, vandalism and/ or damage that might occur to personal property.

Prior to using the Recreational Facilities, Patrons, Renters and Guests acknowledge and understand the inherent risks involved in using the facilities or participating in activities and voluntarily agree to assume responsibility for these risks and their own safety.

Patrons, Renters and Guests hereby release, waive, discharge, and covenant not to sue the District, its officers, directors, employees, agents, contractors, successors, and assigns (collectively, the "Released Parties") from any and all liability, claims, demands, losses, or causes of action of any kind or nature, known or unknown, arising out of or in any way connected with Participant's use of the Recreational Facilities or participation in the activities at the facilities, including, but not limited to, any personal injury, property damage, or wrongful death. Patrons, Renters and Guests further agree to indemnify, defend, and hold harmless the Released Parties from and against any and all claims, demands, losses, liabilities, costs, or expenses arising out of or in any way connected with their use of the Recreational Facilities or participation in activities at the facilities.

Patrons, Renters and Guests hereby acknowledge a non-waiver of the District's limitation of liability contained in Fla.Stat. 768.28.

***Persons interested in using the Recreational Facilities are encouraged to consult with a physician prior to commencing a physical fitness program.***

### **Access Fobs**

1. The District operates an access system for entry into certain Recreational Facilities equipped with access systems to ensure that only Patrons and their Guests enjoy such facilities.
2. The District issues 1 free initial Access fobs to the first owner of the house.
3. If the current Residents sell their property, then they may transfer their Access fobs to the purchaser of their home (Residents leaving their existing fob for a subsequent purchaser constitutes a transfer) If no transfer is made, then the new owners may purchase an access fob from the District for a non-refundable fee of \$25.00 per access fob.

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4. Tenants who have proof of a valid rental agreement will be issued Access fobs after they pay the District a non-refundable fee of \$25.00 per access fob.
5. There is a \$25.00 non-refundable fee to replace a lost access fob or to purchase an additional access fob. No more than 2 Access fobs (issued to those 15 years or older) may be held by any household at any time.
6. Under no circumstance should a Patron provide their Access fobs to another person to allow them to utilize the Recreational Facilities. To obtain a access fob, proof of residence (Driver's License, State ID, warrantee deed, utility bill or a vehicle registration) is required.
7. Pursuant to industry best management practices the District purges its access fob database system every 3 years and requires Patrons to visit the clubhouse to re-activate their Access fobs. The District will provide at least 2 months' notice prior to purging the database.

### **Guests**

Each Patron household may bring no more than 4 persons as Guests to the Recreational Facilities at one time.

1. Infants, 1 year old and younger, do not count towards the maximum guest total.
2. This section does not apply to any Renters, if space has been rented then the number of Patron's attendees shall be limited applicable policies or by the capacity of such space.

### **General Policies**

1. The Board reserves the right to amend, modify, or delete, in part or in their entirety, these policies at a duly-noticed Board meeting and will notify the Patrons of any changes by posting such new policies on the District's website. However, in order to change or modify rates or fees beyond any increases that may be specifically allowed for by the District's policies, the Board must hold a duly-noticed public hearing.
2. All Patrons and their Guests shall abide by and comply with any and all federal, state, and local laws and ordinances while present at or utilizing the Recreational Facilities and shall ensure that any minor for whom they are responsible also complies with the same.
3. Portions of the Recreational Facilities have 24-7 video surveillance, intended solely to ensure the property of the District is protected or to identify any persons who damage District property.
4. All Patrons and their Guests using the Recreational Facilities are expected to conduct themselves in a responsible, courteous, respectful, and safe manner, in compliance with all District policies governing the Recreational Facilities. Violation of the District's Policies and/or misuse or destruction of Recreational Facilities equipment may result in the suspension or termination of privileges with respect to the offending Patron in accordance with the policies set forth herein.

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5. Upon the District's insurance carrier's recommendation to ensure that the District mitigates children's exposure to injury, children under 15 years of age must be accompanied by a parent, guardian, or adult Patron, 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 learner's permit.
6. Patrons, Renters, or their Guests shall not bring, serve, or consume beverages in glass containers at the Recreational Facilities without authorization by the Board.
7. The Recreational Facilities are available for use by Patrons and their Guests during normal operating hours to be established and posted by the District.
8. Patrons and Guests are responsible for cleaning up after themselves and disposing of trash in appropriate containers.
9. Patrons are responsible for any damage, contamination, pollution, or other such action they or their Guests cause to District property and will be responsible for the costs associated with repairing, treating, remediating, or fixing such District property.
10. Patrons are responsible for any and all actions taken by any of their Guests. Violation by a Guest of any of these policies as set forth by the District could result in loss of the privileges and/or membership of that Patron.
11. All Patrons and their Guests may be required to present a valid government issued identification card in order to gain access to the Recreational Facilities.
12. No Patron or Guest wearing a wet bathing suit may sit on the indoor clubhouse furniture.
13. Except for designated parking areas, off-road motorbikes/vehicles (including ATVs and motorized scooters) are prohibited on all property owned, maintained and operated by the District including, but not limited to, the Recreational Facilities.
14. There is no trespassing allowed in all designated wetland conservation and/or mitigation areas. Trespassers will be reported to the local authorities.
15. 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.
16. Fireworks of any kind are not permitted anywhere at or in the Recreational Facilities or adjacent areas; however, notwithstanding this general prohibition, the Board may approve the use of fireworks over a body of water.
17. Only District contractors, vendors, board members, or authorized personnel are allowed in the service areas of the Recreational Facilities.
18. Except for District contractors, vendors, or authorized personnel, no watercrafts of any kind are allowed in any District stormwater ponds.

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19. No fishing or swimming is permitted in any District stormwater ponds.
20. Audio or Video playing devices shall not be used at a volume level that will disturb other Patrons or Guests using the Recreational Facilities. However, Clubhouse Staff is permitted to play music throughout the Recreational Facilities. The District is also permitted to throw “watch parties” and other events which encourage community participation.
21. No signage or advertisements shall be posted or circulated within the Recreational Facilities property or other District property.
22. The Recreational Facilities shall not be used for commercial purposes without written permission from the District Manager or Clubhouse Manager. The term “commercial purposes” shall mean those activities which involve, in any way, the provision of goods or services for compensation or advertising. Any use of the Recreational Facilities on a regular basis for commercial purposes must be presented to the Board and if approved an agreement will need to be signed and appropriate certificate of insurance may be required.
23. The District Manager or Clubhouse Manager, subject to Board approval, have the right to authorize all programs and activities, including the number of participants, usage of equipment and supplies etc., at the Recreational Facilities, except with respect to user and rental fees that have been established by the Board. The District Manager or Clubhouse Manager also have the right to authorize management sponsored events and programs to better serve the Patrons, and to reserve any Recreational Facilities for said events (if the schedule permits) and to collect revenue for those services provided. This includes, but is not limited to, various athletic events, cultural programs and social events. Should the District be entitled to any of these revenues based on its established rental or usage fees, the District Manager will coordinate the compensation from such programs or events to the District accordingly.
24. For any emergencies, please call 911. Afterwards please report all emergencies and injuries to the Clubhouse Manager as well as the District Manager via the contact information on the District’s website.
25. All malfunctioning or broken equipment should immediately be reported to the District Manager via the contact information on the District’s website.
26. No person shall remove or relocate any piece of furniture or piece of property in the Recreational Facilities that belongs to the District and/or their vendors and contractors, without prior written authorization.

**Designation of Tenant to Use Resident's Membership Privileges**

1. Residents who rent or lease out their home shall have the right to designate the Tenant of their home as the beneficial users of the Resident's membership privileges for purposes of Recreational Facilities use.
2. A Tenant who is designated as the beneficial user of the Resident's membership shall be entitled to the same rights and privileges to use the Recreational Facilities as a Resident. If the Resident does not designate the Tenant as a beneficial user of the Resident's membership privileges, the Tenant will be required to pay the Non-Resident Annual User Fee to acquire a membership, unless that Tenant is a Guest.
3. During the period when a Tenant is designated as the beneficial user of the membership, the Resident shall not be entitled to use the Recreational Facilities with respect to that membership.

**Pets and Service Animals Policies**

Dogs or other pets (with the exception of Service Animals- defined below) are not permitted on or within the Recreational 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. The Service Animal is out of control and its handler fails to take effective measures to control it
2. The Service Animal is not housebroken; or
3. 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.

**Pool Policies**

1. There is no lifeguard on duty.
2. Swimming is permitted only during posted swimming hours which will be between ½ hour after sunrise and ½ hour prior to sunset.
3. Pool parties are not permitted.
4. The pool is not to be used during inclement weather (especially if lightning is present).
5. Proper swimwear is required. Loose clothing, especially with strings, is prohibited.
6. Children under 3 years of age and those who are not reliably toilet trained, must wear rubber lined swim diapers and a swimsuit over the swim diaper.
7. The changing of diapers or clothes should only be done in the restrooms.
8. No one with skin disease, nasal or ear discharge, open cut or communicable disease shall be permitted in the pool.
9. Persons that are ill with diarrhea cannot enter the pool.
10. No glass containers are permitted in the fenced in pool area or bathrooms.
11. No Food or Beverages are permitted in the pool or on the wet deck.
12. Patrons and their Guests should shower before entering the pool.
13. The pool furniture may not be reserved and is on a first-come basis for usage.
14. Pool furniture must be kept 10 feet from the pools edge at all times.
15. Pool Furniture should not be removed from the fenced in pool area.
16. Umbrellas must be lowered after use.
17. No profanity, loud noises, harassment, diving, flips, back jumps, running, pushing, rough housing, chicken fighting, horseplay, or other dangerous actions is permitted.
18. No swinging on ladders, fences, or railings is permitted.
19. No skates, skateboards, scooters, or bicycles are permitted within the fenced in pool area.
20. Provided they are used in a normal and safe manner, only Coast Guard approved personal floatation devices, lap swimming kickboards, masks, goggles, and water wings and permitted in the pool. All other aquatic toys and equipment are not permitted in the pool. Clubhouse Staff has the final say regarding the use of any and all recreational floatation devices.
21. Swimming lanes must be kept open when in use by lap swimmers, water walking or jogging.
22. Chemicals used in the pool may affect certain hair or fabric colors. The District is not responsible for these effects.

**Playground and Pickle Ball Court Policies**

1. Proper footwear and clothing are required. Loose clothing, especially with strings, is prohibited.
2. Mulch must not be picked up, thrown, or kicked for any reason.
3. No food, drinks, or gum are permitted at the playground.
4. No glass containers are permitted at the playground.
5. No jumping off from any climbing bar or platform.
6. Profanity, rough-housing, and disruptive behavior are prohibited.
7. Skateboarding and rollerblading are not permitted on pickle ball court.



**District Common Areas:**

1. Fishing in or around any Water Body that is owned by the District is strictly prohibited.
2. Except for authorized maintenance personnel, vehicles may not be driven or parked on District owned common areas, lake banks, pond banks, or conservation areas which are not designated as parking areas or roads.
3. Beverages, including alcoholic beverages are permitted, however, glass containers are strictly prohibited.
4. No trash can be left in any District owned common area, lake banks, pond banks or conservation areas.

**General Parking Policies:**

1. There should be no parking of vessels on any District property.
2. There should be no parking of vehicles on any District property except for on the Parking Lot.
3. Vehicles must not be parked in any way which blocks the normal flow of traffic, or in any way that limits the ability of emergency service workers to respond to situations.
4. Unless authorized in writing by the District, only vehicles that can fit in a standard parking space are permitted to park in the Parking Lot.
  - a. No commercial vehicles (other than vendors currently servicing the District), RVs, boats, trailers, moving trucks, or oversized vehicles are permitted.
5. The Parking Lot is only intended for the parking of vehicles operated by:
  - a. Patrons using the Recreational Facilities during hours of operation
  - b. Visitors for an authorized event under a Private Event Rental Agreement
  - c. Any member of the general public attending a District meeting
  - d. Any residents or visitors for a Homeowners Association meeting
6. The District does not provide any security or monitoring for the Parking Lot and assumes no liability for any theft, vandalism and/ or damage that might occur to personal property and/or to such vehicles.
7. No overnight (between 10:00 pm and 6:00 am) parking is permitted unless the overnight parking occurs after a District approved event.
8. All vehicles must have valid and proper license plates and registration affixed to their vehicles. Unregistered vehicles may be reported to license inspectors or law enforcement as a violation of Section 320.02, Florida Statutes. Additionally unregistered vehicles may be considered to have been abandoned and reported to law enforcement or code enforcement.
9. Unauthorized parking may result in being towed or reported to the local authorities for trespassing.
10. These policies are in addition to, and exclusive of, various state laws, county regulations, or homeowners' association standards governing parking.

**Towing Policies:**

1. Any vehicle or vessel that is parked on District property or the Parking Lot in violation of this policy or applicable regulatory requirements may be towed, at the sole expense of the owner, in accordance with applicable laws and regulations (including Section 715.07, Florida Statutes).
2. The District shall keep a logbook of all violations of the District's parking restrictions.
3. Upon discovery of a first-time violation:
  - a. an Authorized Representative shall affix a warning to the vehicle or vessel.
    - i. The warning shall include the date, time, location, violation, and a notice that if the vehicle or vessel is still in violation within 24 hours it shall be subject to towing.
  - b. an Authorized Representative shall take a picture evidencing the warning and the violation.
  - c. then an Authorized Representative shall enter the relevant information (including but not limited to the make, model, color, and license plate) in the logbook and provide the picture to the District's records custodian.
  - d. If an Authorized Representative finds that the vehicle or vessel remains in violation after 24 hours of the warning, they shall:
    - i. take a picture evidencing the failure to move the vehicle or vessel
    - ii. enter the relevant information in the logbook and provide the picture to the District's records custodian.
    - iii. then provide authorization for the Towing Operator to commence towing for only the reported violation and not to patrol for other violations.

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4. Upon discovery of a subsequent violation within 2 calendar years of a first-time violation:
  - a. an Authorized Representative shall take a picture evidencing the unauthorized parking
  - b. enter the relevant information in the logbook and provide the picture to the District's records custodian.
  - c. then provide authorization for the Towing Operator to commence towing for only the reported violation and not to patrol for other violations.

**Non-Resident Annual User Fee**

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 Recreational Facilities. To be fair and equitable to the residents of the District, any person who wish to enjoy the Recreational Facilities will be required to pay a fair and reasonable user fee that covers a proportional share of the District's administrative expenses, infrastructure expenses, operation and maintenance expenses, and reserve expenses of the Recreational Facilities and the requisite supporting infrastructure. The Board may elect to cap the number of Non-Resident Members to account for size and capacity limitations of the Recreational Facilities.

Anyone who desires to become a Non-Resident Member may purchase an annual membership for use of the Recreational Facilities on a year-to-year basis. The Non-Resident Annual User Fee is \$1,800 per household, payable in advance. The rate for an individual is the same as for a family. Upon purchase of the membership, the Non-Resident Member is entitled to 2 Access fobs for a family unit. Membership becomes effective upon the date full payment of the Non-Resident Annual User Fee and the Non-Resident Member Application are received by the District. The Non-Resident Annual User Fee rate is subject to change from year to year based upon the costs of operation of the Recreational Facilities.

**Rental Policies**

The meeting rooms portion of the clubhouse may be rented for private events. Only 1 meeting room is available for rental during regular hours of operation. The meeting rooms may be rented 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 6 months prior to the event. Rentals made by non-Patrons may be made no more than 3 months in advance of the event. Rentals must be done in person at the clubhouse with the Clubhouse Manager and are processed on a first come first serve basis. Renters interested in doing so should contact the Clubhouse Manager regarding the anticipated date and time of the event to determine availability. Please note that the meeting rooms may be unavailable for private events on the following holidays and on surrounding dates:

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

The District retains the right to reserve the Recreational 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 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 4 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 :

Patron Rates	\$50.00 for up to 4 hours; \$25.00 each additional hour
non-Patron Rates	\$250.00 for up to 20 attendees (4 hour maximum applies) \$450.00 for 21 attendees or more, up to the maximum designated occupancy (4 hour maximum applies)

3. **Deposit:** A refundable deposit of \$200.00 is required for any rental.
4. **Rental Process:** Renters interested in renting a room must submit to the Clubhouse Manager, no later than 14 days prior to the event, a completed Meeting Room Rental Application indicating the date of the event, the hours when the event will be held, a description of the event, the number of attendees that will be attending, and whether food or drinks (including alcohol) will be served. If a Patron and non-Patron submit an application on the same day, the Patron shall be granted the reservation time slot pending application approval. The Clubhouse 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 Renter along with naming the District as an additional insured) will need to be executed prior to use of the meeting rooms. Where determined by the Clubhouse Manager to be required, a properly executed Special Event Agreement, along with all documentation required therein, must be received by the Clubhouse Manager no less than 10 days prior to the date of the event. The Clubhouse Manager will review the Meeting Room Rental 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 10 days from the rental date Renters should submit a check or money order or pay by credit or debit card (no cash) to the Clubhouse Manager made payable to the Ventana Community Development District for the rental fee (if applicable) and for the deposit (should be separate checks or money orders or separate transactions for credit or debt cards). 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. **Insurance:** Additional liability insurance coverage may be required for all events that are approved to serve alcoholic beverages, or for other events that the District determines in its sole discretion should require additional liability insurance. The District and its supervisors, staff, and contractors is to be named on these policies as an additional insured party.
7. **Cancellations:** The Renter must provide written notice of cancellation to the Clubhouse Manager at least 10 days prior to the event. If the rental is cancelled less than 10 days prior to the event, 50% of the deposit will be retained as a cancellation fee and the remainder deposit will be returned to the Renter. Rental Fees are not subject to a refund.
8. **Refund of Deposit.** The District will issue a refund for the amount of the deposit following the event provided the Clubhouse Manager determines that there has been no damage to the Recreational 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, party favors, or remnants of the event.
  - c. Restore the furniture and other items to their original position.
  - d. Wipe off counters, tabletops, 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. Restrooms must be checked and cleaned if necessary.
  - h. Ensure that no damage has occurred to the Recreational Facilities.

If additional cleaning is required, the Renter will be liable for any expenses incurred by the District to hire an outside cleaning contractor. Additional cleaning costs shall first be subtracted from the amount of deposit. If the deposit is insufficient to cover all such cleaning costs, the Clubhouse Manager shall bill the Renter for the remaining balance. The Clubhouse Manager shall determine the amount of deposit to return, if any.

9. **Additional Policies:**
  - a. Renters renting the facilities are responsible for ensuring that their attendees 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 county noise ordinances.
  - d. Additional liability insurance coverage will be required for 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.

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- e. Unless the Renter renting the facilities is a Patron, they shall not use any other portion of the Recreational Facilities.

**Suspension and Termination of Privileges**

1. **Violations.** The privileges of a Patron to use the Recreational Facilities may be suspended or terminated if the Patron engages in any of the following behavior:
  - a. Submits false information on any application for use of the Recreational Facilities.
  - b. Permits the unauthorized use of an access fob.
  - c. Exhibits unsatisfactory behavior or appearance.
  - d. Fails to pay fees or assessments owed to the District in a proper and timely manner.
  - e. Fails to abide by any policies established for the use of the Recreational Facilities or other policies of the District.
  - f. Treats the District’s supervisors, contractors, other representatives, or other Patrons, in an unreasonable or abusive manner.
  - g. Damages or destroys District property.
  - h. Engages in conduct that is improper or likely to endanger the welfare, safety, harmony or reputation of the District, or its supervisors, staff, facility management, contractors, other representatives, or other Patrons.
  
2. **Documentation of Violations.** The Clubhouse Staff or District 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. The Clubhouse Staff shall file such report with the District Manager within 24 hours of the incident. The District Manager shall maintain all records in accordance with public record laws.
  
3. **Suspension by the Clubhouse Manager or District Manager**
  - a. The Clubhouse Manager or District Manager may at any time suspend a Patron’s privileges to use the Recreational Facilities for committing any of the violations outlined above.
  - b. The Clubhouse Manager or District Manager shall ask the Patron to leave the Recreational 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 Clubhouse Manager or District Manager, shall take into account the nature of the conduct and any prior violations.
  
4. **Longer Suspension or Termination of Privileges by the Board.**
  - a. The Clubhouse Manager or District 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 14 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. 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 Recreation Facilities.
  - d. In determining the appropriate action to be taken, the Board shall take into account the nature of the violation and any prior violations.
  
5. **Trespass.** If a Patron subject to a suspension or termination is found on the premises, such Patron may be subject to arrest for trespassing.



**6. Appeal of Suspension**

- a. A Patron subject to a suspension may appeal the suspension to the District's Board by filing a written request for an appeal, which written request shall be immediately sent to the District's 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.