

RESOLUTION 2024-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE MAGNOLIA WEST COMMUNITY DEVELOPMENT DISTRICT TO DESIGNATE DATE, TIME AND PLACE OF PUBLIC HEARING AND AUTHORIZATION TO PUBLISH NOTICE OF SUCH HEARING FOR THE PURPOSE OF ADOPTING AMENDED AND RESTATED AMENITY RULES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Magnolia West Community Development District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within City of Green Cove Springs, Florida; and

WHEREAS, Chapters 120 and 190, *Florida Statutes*, authorize the District to adopt rules, rates, charges and fees to govern the administration of the District and to adopt resolutions as may be necessary for the conduct of District business; and

WHEREAS, the District previously adopted various resolutions regarding amenity rules, policies and fees and further implemented interim policies implementing same; and

WHEREAS, the District’s Board of Supervisors (“Board”) finds that it is in the best interest of the District and necessary for the efficient operation of the District and to incorporate certain interim policies to bring the rules up to date for consistent application and enforcement of same to adopt by resolution the amended and restated rules relating to amenities attached here to as **Exhibit A** and incorporated herein by this reference (“Amended Amenity Rules”) and set the public hearing to adopt the same.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE MAGNOLIA WEST COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. The Board of Supervisors will hold a public hearing to adopt the Amended Amenity Rules, a proposed copy of which is attached hereto as **Exhibit A**. The Board will hold a public hearing on _____, 202_, at _____.m., at _____.

SECTION 2. The District Secretary is directed to publish notice of the hearing in accordance with Section 120.54, *Florida Statutes*.

SECTION 3. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 7st day of May 2024.

ATTEST:

**MAGNOLIA WEST COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A Amended Amenity Rules

Exhibit A: Amended and Restated Amenity Rules (2024)

**MAGNOLIA WEST
COMMUNITY DEVELOPMENT DISTRICT**

Amended and Restated
Rules, Policies and Fees
for the
Amenity Facilities

Adopted _____, 2024

Magnolia West Amenity Center
3490 Canyon Falls Drive
Green Cove Springs, Florida 32043

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 Amended and Restated Amenity Facilities Rules, Policies, and Fees of the Magnolia West 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 Magnolia West Community Development District's Board of Supervisors.

"Guest" - shall mean any person or persons who are invited by a Resident or Non-Resident User to participate in the use of the Amenity Facilities.

"District" - shall mean the Magnolia West 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 Residents, Guests, and Non-Resident User 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 Magnolia West Community Development District.

"Renter" - shall mean any tenant residing in a Property Owner's home pursuant to a valid rental or lease agreement.

"Resident" - shall mean any person or persons having residence in a home within the Magnolia West Community Development District that is a Property Owner or a Renter with assigned user privileges pursuant to the policies set forth herein.

MAGNOLIA WEST ANNUAL USER FEE

The Annual User Fee for any Non-Resident is \$2,500.00 per year. 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 the Non-Resident User. Such fee may be increased, not more than once per year, by action of the Board of Supervisors, to reflect increased costs of operation of the Amenity Facilities. The use of the Amenity Facility is not available for commercial purposes.

GUESTS

- (1) Residents or Non-Resident Users who have a Guest are responsible for any and all actions taken by such Guest. Violation by a Guest of any of these Policies as set forth by the District could result in loss of that Patron's privileges and membership.
- (2) Residents or Non-Resident Users may bring no more than five (5) persons per lot as guests to the Amenities at one time unless the Patron has reserved the Magnolia West Room or Pool Pavilion at the amenity center in accordance with the "THE AMENITY CENTER RENTAL POLICIES" provided herein.

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 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, privileges, and responsibilities 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 department of their respective Renter.
- (5) Renters shall be subject to such other rules and regulations as the Board may adopt from time to time.

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 must be reported to the office of the District Manager (phone number 904-436-6270).

District Equipment: All equipment owned by the District and available for use by Patrons and Guests must remain in the Amenity Facilities. Should the equipment be removed damaged, missing pieces or in worse condition than when it was used by a Patron, that Patron will be responsible to the District for any cost associated with repair or replacement of the equipment.

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 FACILITY PROVISIONS

(1) All Patrons 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 the offending Patron's Amenity Facility privileges.

(2) Two (2) Facility Access Cards will be issued to each lot within the District and fee-paying Non-Resident User; for avoidance of doubt, two (2) is the maximum number of Facility Access Cards allowed per lot or per Non-Resident User at any one time. If a replacement Facility Access Card must be purchased, requesting party shall be responsible for the actual cost to replace the same. If any payment is made using a credit card, an additional \$0.90 in convenience fee shall apply in addition to the replacement cost.

(3) 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 and may, as a courtesy or if required by applicable law, notify Residents and Non-Resident Users of anticipated changes or changes made. Residents and Non-Resident Users are responsible for keeping up to date with the latest Policies. 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. The invalidity or unenforceability of any one or more provisions of these Policies shall not affect the validity or enforceability of the remaining portions of the Policies, or any part thereof.

(4) Children under thirteen (13) years of age, unless noted otherwise, must be accompanied at all times by a parent or adult Patron over eighteen (18) years of age.

(5) Dogs and all other pets (with the exception of service animals, as such term is defined by the Americans with Disabilities Act) shall not be permitted at the Amenity Facilities.

(6) 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.

- (7) Fireworks of any kind are not permitted anywhere at or on the Amenity Facilities or adjacent areas.
- (8) The Board of Supervisors (as an entity), its appointee, the District Manager, and the Amenity Manager shall have full authority to enforce these policies.
- (9) Smoking and vaping are not permitted at any of the Magnolia West Amenity Facilities or District lands as designated by law.
- (10) Glass and other breakable items are not permitted at any Amenity Facility.
- (11) Patrons and their Guests shall treat all staff members with courtesy and respect.
- (12) Off-road bikes/vehicles are prohibited on all property owned, maintained and operated by the District or on any of the Amenity Facilities.
- (13) The District will not offer childcare services to Patrons at any of the Amenity Facilities.
- (14) Skateboarding and rollerblading are not allowed on the Amenity Facilities property at any time. This includes, but is not limited to, the amenity center, tennis courts, playground area, and sidewalks surrounding these areas.
- (15) Events/Performances at any Amenity Facility, including those by outside entertainers, must be approved in advance by the District Manager.
- (16) Alcoholic beverages are not permitted at any District owned facility or property at any time.
- (17) 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.
- (18) The Amenity Facilities shall not be used for commercial purposes. The term "commercial purposes" shall mean those activities which involve, in any way, the provision of goods or services for compensation.
- (19) Firearms or any other weapons are not permitted in any of the Amenity Facilities unless otherwise authorized pursuant to Florida law.
- (20) The Amenity 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.
- (21) 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 at any Amenity Facility.
- (22) All Patrons shall abide by and comply with any and all federal, state and local laws and ordinances while present at or utilizing the Amenity Facilities, and shall ensure that any minor for whom they are responsible also complies with the same.

(23) Inclement Weather – Patrons must vacate the pool when lightning is present within ten (10) miles of the facility. No one may re-enter the pool until thirty (30) minutes of last thunder or until onsite staff authorizes re-entry. If the facility will be impacted by a named storm (tropical storm, hurricane), the facility will close forty-eight (48) hours prior to projected landfall and remain closed until staff can inspect and safely reopen.

LOSS OR DESTRUCTION OF PROPERTY OR INSTANCES OF PERSONAL INJURY

- (1) Each Patron, as a condition of use of the Amenity Facilities, assumes sole responsibility for his or her property. The District and its contractors shall not be responsible for the loss or damage to any private property used or stored on or in any of the Amenity Facilities.
- (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. Residents and Non-Resident Users 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 a Resident or Non-Resident User or a Guest or family member(s) of the same. 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 Resident or Non-Resident User or a Guest or family member(s) of the same.
- (3) Any Patron 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 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 therefrom 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.

GENERAL SWIMMING POOL RULES

NO LIFEGUARD ON DUTY- SWIM AT YOUR OWN RISK

- (1) Children thirteen (13) years of age and under 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, including but not limited to hanging on to any pool fixtures or interfering with other swimmers.
- (3) Radios, tape players, CD players, MP3 players, televisions, and/or speakers are not permitted unless they are personal units equipped with headphones.
- (4) 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.
- (5) Showers are required before entering the pool.
- (6) Alcohol, glass containers, food, and drink are prohibited.
- (7) 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.
- (8) The District Manager or its designee 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.
- (9) Swimming pool hours will be posted. Pool availability may be limited or rotated in order to facilitate maintenance of the facility; this usually requires the pool being closed for one (1) full day. This day will be every Monday except for Holidays when the pool will be open; the pool will then be closed on Tuesday. Depending upon usage the pool may require being closed various periods of time to facilitate maintenance and keep it up to health code.
- (10) Pets (with the exception of service animals, as such term is defined by the Americans with Disabilities Act), bicycles, skateboards, roller blades, scooters and golf carts are not permitted on the pool deck area or inside the Amenity Facilities.
- (11) The District Manager or its designee reserves the right to authorize all programs and activities (including the number of participants, equipment and supplies usage, etc.) conducted at the pool, including swim lessons and aquatic/recreational programs.
- (12) Any person swimming during non-posted swimming hours may be suspended from using the facility.
- (13) Proper swim attire (no cutoffs) must be worn in the pool.
- (14) No chewing gum is permitted in the pool or on the pool deck area.

- (15) For the comfort of others, the changing of diapers or clothes is not allowed poolside.
- (16) No one shall pollute the pool. Anyone who pollutes the pool is liable for any costs incurred in treating and reopening the pool.
- (17) Radio controlled water craft are not allowed in the pool area.
- (18) Pool entrances must be kept clear at all times.
- (19) No swinging on ladders, fences, or railings is allowed.
- (20) Pool furniture is not to be removed from the pool area.
- (21) Loud, profane, or abusive language is absolutely prohibited.
- (22) No physical or verbal abuse will be tolerated.
- (23) Tobacco products are not allowed in the pool area.
- (24) Illegal drugs are not permitted.
- (25) The District is not responsible for lost or stolen items.
- (26) Chemicals used in the pool/spa may affect certain hair or fabric colors. The District is not responsible for these effects.
- (27) The amenity center pool and covered lanai area may not be rented at any time; however, access may be limited at certain times for various District functions, as approved by the Board.
- (28) The District reserves the right to ask intoxicated persons to leave the District's property.

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.
- (3) Children under three (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.

FITNESS TRAINING ROOM POLICIES

Eligible Users: Patrons sixteen (16) years of age and older are permitted to use the District fitness training room during designated operating hours. No children under the age of sixteen (16) are allowed in the District fitness training room at any time without specific consent from the District's Board.

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. Smoking is not permitted in the fitness training room.

- (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 and other athletic wear (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 per approval of the District Manager.
- (4) Hand chalk is not permitted to be used in the District fitness training room.
- (5) Radios, tape players, CD players, MP3 players, televisions, and/or speakers 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 persons are waiting.
- (9) Please be respectful of others. Allow other Patrons and Guests to also use equipment, especially the cardiovascular equipment.
- (10) Please replace weights to their proper location after use.
- (11) 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.

TENNIS FACILITY POLICIES

Tennis courts are available on a first come, first serve basis. Use of a tennis court is limited to one and a half (1.5) hours when others are waiting. If no one is waiting, play may continue. Also please note that the Tennis Facility is an unattended facility and persons using the facility do so at their own risk. Persons interested in using the Tennis Facility are encouraged to consult with a physician prior to using the facility.

As a courtesy to other patrons, we ask that all players please recognize and abide by these rules and guidelines. Remember, not only is tennis a lifetime sport, it is also a game of sportsmanship, proper etiquette and fair play.

- (1) Proper tennis etiquette shall be adhered to at all times. The use of profanity or disruptive behavior is prohibited.
- (2) Proper tennis shoes and attire are required at all times while on the courts. Shirts must be worn at all times.
- (3) Tennis courts are for Residents and Non-Resident Users and Guests only. Patrons may invite Guests for play, but shall accompany their Guests.
- (4) No jumping over nets.
- (5) Players must clean up after play. This includes "dead" balls, Styrofoam cups, plastic bottles, etc. The goal is to show common courtesy by leaving the court ready for play for Patrons who follow you.
- (6) Court hazards or damages, such as popped line nails, need to be reported to the District Manager for repair.
- (7) Persons using the tennis facility must supply their own equipment (rackets, balls, etc.).
- (8) The tennis facility is for the play of tennis only. Pets, roller blades, bikes, skates, skateboards and scooters are prohibited on the tennis courts.
- (9) Beverages are permitted at the tennis facility if they are contained in non-breakable containers with screw top or sealed lids. No other food or glass containers are permitted on the tennis courts.
- (10) No chairs, other than those provided by the District, are permitted on the tennis courts.
- (11) Lights at the tennis facility must be turned off after use.
- (12) Children under the age of thirteen (13) are not allowed to use the tennis facility unless accompanied by an adult Resident or Non-Resident User.

DISTRICT PLAYGROUND / TOT LOT POLICIES

- (1) Children under the age of eight (8) must be accompanied by an adult Patron.
- (2) No roughhousing on the playground.
- (3) Persons using the playground must clean up all food, beverages and miscellaneous trash brought to the playground. Glass containers are prohibited.
- (4) The use of profanity or disruptive behavior is absolutely prohibited.
- (5) Patrons who use the playground do so at their own risk.
- (6) The playgrounds may not be reserved or rented by Patrons; however, they may be reserved by the District for District-sponsored events or functions.

FISHING POLICY

Patrons may not fish from any lake/retention pond within the Magnolia West Community Development District. No watercrafts of any kind are allowed in these bodies of water except for lake maintenance vehicles. Any violation of this policy will be reported to the local authorities. Swimming is also prohibited in any of the waters. Please use the pools at the Amenity Facilities for swimming. The purpose of these bodies of water 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.

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THE AMENITY CENTER RENTAL POLICIES

Residents and Non-Resident Users may reserve the Magnolia West Room and outside Pool Pavilion area through Amenity Facility staff for various meetings, classes, events, etc. for a maximum of five (5) hours per event, between the hours of 9:00 a.m. and 10:00 p.m. The five (5) hour limitation can only be exceeded upon specific authorization from the Board. Residents and Non-Resident Users may not reserve the Magnolia West Room or Pool Pavilion more than four (4) times in any twelve (12) month period. The maximum number of persons attending any event for the Magnolia West Room shall not exceed fifty (50) persons or twenty-five (25) persons for the Pool Pavilion. If the number of persons attending an event exceeds twenty-five (25) people, Residents and Non-Resident Users must also pay for the salary of a District representative who will present during the event and will be available to provide assistance and coordination. Reservation of the Magnolia West Room and Pool Pavilion is on a first come, first serve basis and is subject to approval by the District Manager. Rental of both the Magnolia West Room and the Pool Pavilion simultaneously is not permitted. Upon application for use of the Magnolia West Room and the Pool Pavilion, the District Manager will determine if a paid attendant will be necessary. If an attendant is necessary, the party requesting the Magnolia West Room or Pool Pavilion will be required to pay the costs associated with the attendant. The Magnolia West Room or Pool Pavilion will not be available for use on the following days:

December 24 th	December 25 th
December 31 st	January 1 st
Easter Sunday	Memorial Day
July 4 th	Labor Day
Thanksgiving Day	

The Magnolia West Room or Pool Pavilion is not available for rentals during above-stated days and weekend on which a federal holiday falls on either a Monday or Friday with the exception of Martin Luther King Day, Washington’s Birthday, Columbus Day and Veterans Day.

The Magnolia West 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. However, should any Patron or his or her guest(s) violates any of the policies set forth in this section or this Amenity Facilities Policies, the event will be immediately cancelled and the applicable security deposit shall be forfeited. See below for applicable rates.

A cleanup fee in the amount established by District rule is required for all functions. Amenity Facility staff should be contacted to make proper arrangements regarding the reservation of the Magnolia West Room or the Pool Pavilion and to obtain the amounts of the deposit and cleanup fee. See below for applicable rates.

No open burning or campfires are allowed at the Amenities.

Below are additional **policies and guidelines** set forth and agreed upon by the Board and District Manager governing rental and events in the Magnolia West Room and Pool Pavilion:

- (1) Applicant must be a Resident or Non-Resident User (“Facility Renter”) who will be responsible for ensuring that their Guests adhere to the policies set forth herein.
- (2) All Facility Renter will be required to fill out and sign the District Facility Use Application Agreement per the District Manager's office.
- (3) The District is **NOT** licensed for the sale of alcoholic beverages. The Facility Renter requesting for rental that desires to provide alcoholic beverages for consumption during the rental event must abide by the following:
 - a. Facility Renter must notify the Amenity Manager in advance and receive approval for the service of alcoholic beverages at rental events, which the Amenity Manager may approve in its sole discretion.
 - b. Facility Renters must adhere to all federal and state laws regulating the service of alcoholic beverages, including but not limited to any required licenses or other approvals necessary for the service of alcoholic beverages.
 - c. Facility Renters acknowledges and agrees it assumes the risk and holds the District, its supervisors, offices, agents, and staff harmless from any and all liability arising out of the use of alcohol at rental events.
 - d. Facility Renter shall provide or cause to be provided Liquor Liability Insurance in an amount no less than \$1,000,000 or Additional Event Liability Insurance coverage in the amount of One Million Dollars (\$1,000,000) acceptable to the District. This policy regarding additional event liability 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. Facility Renter shall furnish a certificate to the District showing compliance with applicable insurance requirements prior to any such rental event.
 - e. Rental event attendees must be at least twenty-one (21) years of age to be served alcohol and must present valid picture identification at the request of District staff.
 - f. The District reserves the right to ask intoxicated persons to leave the District’s property or to require the suspension of service of alcohol at rental events at any time, in its sole discretion.
- (4) Patrons are not allowed to bring or use their own grills or smokers at the Magnolia West amenity center.
- (5) Appropriate attire must be worn at all times in the Magnolia West Amenity Room and Pool Pavilion, as applicable. Appropriate attire for the Amenity Room, for example, includes t-shirts, tank tops, shorts, leotards, and/or sweat suits (no swimsuits).
- (6) Each individual is responsible for cleaning up the rental area after use.
- (7) Do not leave wet clothing, suits, or towels on the furniture or floor.
- (8) Loud music is not permitted and must comply with County’s noise ordinance, as applicable.
- (9) Please treat district staff and other Patrons with courtesy and respect.
- (10) If any Patron attending the event violates any of the policies set forth in this section or this Amenity Facilities Policies, the event shall be immediately cancelled and the applicable security deposit shall be forfeited.
- (11) In addition to policy set forth above, if, during the event, the law enforcement is called to the Amenity Facilities due to a Patron’s behavior that poses a threat to the health, safety and welfare of other Patrons of the District or to the District’s property, then the Amenity Manager or the District Manager may, in his or her discretion, suspend that Patron’s privileges to use the Amenity Facilities, for an appropriate duration in reasonable proportion to the severity of misconduct, or until the date of the next Board of Supervisors meeting, whichever occurs first. Such suspension

may be appealed to the Board of Supervisors at their next regularly-held meeting, and the Board may consider, in their sole discretion, whether the suspension should be held as imposed, adjusted, or reversed to reinstate the Patron's privileges, all in accordance with the "RULES RELATING TO SUSPENSION AND TERMINATION OF PRIVILEGES" provided herein.

Schedule of Fees/Deposits

- (1) The non-refundable rental fee for the **Magnolia West Room** is set as follows:
 - (A) \$50.00 for up to 25 guests; or
 - (B) \$100.00 plus the cost of a district representative equal to the cost of such staffing, cleaning, security or service, as determined by the Amenity Manager for twenty-six (26) up to fifty (50) guests.
 - (C) If the Facility Renter chooses to pay the applicable non-refundable rental fee via a credit card, a convenience fee of \$6.00 shall be charged in addition to such rental fee.
- (2) A non-refundable rental fee for the **Pool Pavilion** is set as follows:
 - (A) \$50.00 for up to twenty-five (25) guests.
 - (B) If the Facility Renter chooses to pay the applicable non-refundable rental fee via a credit card, a convenience fee of \$3.00 shall be charged in addition to such rental fee.
- (3) Both the Magnolia West Room and the Pool Pavilion have a maximum rental time limit of five (5) hours between the hours of 9:00 a.m. and 10:00 p.m. A final guarantee (number) of Guests is to be conveyed to the Amenity Facility staff 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 rental application will be considered correct. A check shall be made out to the "Magnolia West Community Development District" and submitted to the Amenity Facility staff at the Amenity Facility during posted office hours in advance of the rental event.
- (4) A refundable security deposit of \$150.00 for the Magnolia West Room and \$50.00 for the Pool Pavilion shall be charged to the persons making the reservation and shall be submitted to the Amenity Facility staff at the amenity center during posted office hours in the form of a separate check (which shall be made payable to the "Magnolia West Community Development District"). To receive a full refund of the deposit, the following must be completed:
 1. Ensure that all garbage is removed from the premises.
 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 Magnolia West Room and its surrounding property and facilities if used by Patron and their guests.

If additional cleaning is required, the Resident or Non-Resident User 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. The District Manager shall determine the amount of deposit to be returned, if any. As provided above, if any Patron attending the event violates any of the policies set forth in this section or this Amenity Facilities Policies, the event shall be immediately cancelled and the applicable security deposit shall be forfeited.

Indemnification

Each organization, group or individual reserving the use of an Amenity Facility (or any part thereof) agrees to indemnify and hold harmless the District, its supervisors, officers, staff, 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, or other applicable law.

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SUSPENSION AND TERMINATION OF ACCESS RULES
(originally adopted by Resolution 2024-01 as amended and supplemented herein)

Law Implemented: ss. 120.69, 190.011, 190.012, Fla. Stat. (2022)

In accordance with Chapters 190 and 120 of the Florida Statutes, and on November 7, 2023, at a duly noticed public meeting, the Board of Supervisors (“Board”) of the Magnolia West Community Development District (“District”) adopted the following rules / policies to govern disciplinary and enforcement matters. All prior rules / policies of the District governing this subject matter are hereby rescinded and are replaced in its entirety with the following, for any violations occurring after the Effective Date stated above.

1. Introduction. This rule addresses disciplinary and enforcement matters relating to the use of the amenities and other properties owned and managed by the District (“Amenities” or “Amenity”).

2. General Rule. All persons using the Amenities and entering District properties are responsible for compliance with the rules and policies established for the safe operations of the District’s Amenities.

3. Access Cards / Key Fobs. Access cards and key fobs are the property of the District. The District may request surrender of, or may deactivate, a person’s access card or key fob for violation of the District’s rules and policies established for the safe operations of the District’s Amenities.

4. Suspension and Termination of Rights. The District shall have the right to restrict, suspend, or terminate the Amenity access of any person and members of their household to use all or a portion of the Amenities for any of the following acts (each, a “Violation”), depending on the severity of the Violation:

- a. Submitting false information on any application for use of the Amenities, including but not limited to facility rental applications;
- b. Failing to abide by the terms of rental applications;
- c. Permitting the unauthorized use of a key fob or access card or otherwise facilitating or allowing unauthorized use of the Amenities;
- d. Exhibiting inappropriate behavior or repeatedly wearing inappropriate attire;
- e. Failing to pay amounts owed to the District in a proper and timely manner (with the exception of special assessments);
- f. Failing to abide by any District rules or policies (e.g., Amenity Rules);
- g. Treating the District’s staff, contractors, representatives, residents, landowners, Patrons or guests, in a harassing or abusive manner;
- h. Damaging, destroying, rendering inoperable or interfering with the operation of District property, or other property located on District property;
- i. Failing to reimburse the District for property damaged by such person, or a minor for whom the person has charge, or a guest;
- j. Engaging in conduct that is likely to endanger the health, safety, or welfare of the

District, its staff, contractors, representatives, residents, landowners, Patrons or guests;

k. Committing or is alleged, in good faith, to have committed a crime on or off District property that leads the District to reasonably believe the health, safety or welfare of the District, its staff, contractors, representatives, residents, landowners, Patrons or guests is likely endangered;

l. Engaging in another Violation after a verbal warning has been given by staff (which verbal warning is not required);

m. Such person's guest or a member of their household committing any of the above Violations; or

n. Violating any state, federal, local laws, rules, ordinances, or regulations including but not limited to such violations likely to endanger the health, safety, or welfare of the District, its staff, contractors, representatives, residents, landowners, Patrons or guests.

Termination of Amenity access shall only be considered and implemented by the Board in situations that pose a long term or continuing threat to the health, safety and/or welfare of the District, its staff, contractors, representatives, residents, landowners, Patrons or guests. The Board, in its sole discretion and upon motion of any Board member, may vote to rescind a termination of Amenity access.

5. Administrative Reimbursement. The Board may in its discretion require payment of an administrative reimbursement of up to Five Hundred Dollars (\$500) in order to offset the legal and/or administrative expenses incurred by the District as a result of a Violation ("Administrative Reimbursement"). Such Administrative Reimbursement shall be in addition to any suspension or termination of Amenity access, any applicable legal action warranted by the circumstances, and/or any Property Damage Reimbursement (defined below).

6. Property Damage Reimbursement. If damage to District property occurred in connection with a Violation, the person or persons who caused the damage, or the person whose guest caused the damage, or the person who is responsible of a minor that caused the damage, shall reimburse the District for the costs of cleaning, repairing, and/or replacing the property ("Property Damage Reimbursement"). Such Property Damage Reimbursement shall be in addition to any suspension or termination of Amenity access, any applicable legal action warranted by the circumstances, and/or any Administrative Reimbursement.

7. Removal from Amenities. The District Manager, General Manager, Amenity Manager and onsite staff each have the independent ability to remove any person from the Amenities if a Violation occurs, or if in his or her discretion, it is in the District's best interest to do so.

8. Initial Suspension from Amenities. The District Manager, General Manager, Amenity Manager, or his or her designee may at any time restrict or suspend for cause or causes, including but not limited to a Violation, any person's access to the Amenities until a date not later than the next regularly scheduled meeting date of the Board. In the event of such a suspension, the District Manager or his or her designee shall mail a letter to the person suspended referencing the conduct at issue, the sections of the District's rules and policies violated, the time, date, and location of the next regular Board meeting where the person's suspension will be presented to the Board, and a statement that the person has a right to appear before the Board and offer testimony and evidence why the suspension should be lifted. If the person is a minor, the letter shall be sent to the adults at the address within the community where the minor resides.

9. Hearing by the Board; Administrative Reimbursement; Property Damage Reimbursement.

a. At the Board meeting referenced in the letter sent under Section 8 above, or as soon thereafter as a Board meeting is held if the meeting referenced in the letter is canceled, a hearing shall be held at which both District staff and the person subject to the suspension shall be given the opportunity to appear, present testimony and evidence, cross examine witnesses present, and make arguments. The Board may also ask questions of District staff, the person subject to the suspension, and witnesses present. All persons are entitled to be represented by a licensed Florida attorney at such hearing.

b. After the presentations by District staff and the person subject to the suspension, the Board shall consider the facts and circumstances and determine whether to lift or extend the suspension or impose a termination. In determining the length of any suspension, or a termination, the Board shall consider the nature of the conduct, the circumstances of the conduct, the number of rules or policies violated, the person's escalation or de-escalation of the situation, and any prior Violations and/or suspensions

c. The Board shall also determine whether an Administrative Reimbursement is warranted and, if so, set the amount of such Administrative Reimbursement.

d. The Board shall also determine whether a Property Damage Reimbursement is warranted and, if so, set the amount of such Property Damage Reimbursement. If the cost to clean, repair and/or replace the property is not yet available, the Property Damage Reimbursement shall be fixed at the next regularly scheduled Board meeting after the cost to clean, repair, and/or replace the property is known.

e. After the conclusion of the hearing, the District Manager shall mail a letter to the person suspended identifying the Board's determination at such hearing.

10. Suspension by the Board. The Board on its own initiative acting at a noticed public meeting may elect to consider a suspension of a person's access for committing any of the Violations outlined in Section 4. In such circumstance, a letter shall be sent to the person suspended which contains all the information required by Section 8, and the hearing shall be conducted in accordance with Section 9.

11. Automatic Extension of Suspension for Non-Payment. Unless there is an affirmative vote of the Board otherwise, no suspension or termination will be lifted or expire until all Administrative Reimbursements and Property Damage Reimbursements have been paid to the District. If an Administrative Reimbursement or Property Damage Reimbursement is not paid by its due date, the District reserves the right to request surrender of, or deactivate, all access cards or key fobs associated with an address within the District until such time as the outstanding amounts are paid.

12. Appeal of Board Suspension. After the hearing held by the Board required by Section 9, a person subject to a suspension or termination may appeal the suspension or termination, or the Board's determination of amount of an Administrative Reimbursement and/or Property Damage Reimbursement, to the Board by filing a written request for an appeal ("Appeal Request"). The filing of an Appeal Request shall not result in the stay of the suspension or termination. The Appeal Request shall be filed within thirty (30) calendar days after mailing of the notice of the Board's determination as required by Section 9(e), above. For purposes of this Rule, wherever applicable, Appeal Request filing will be perfected and

deemed to have occurred upon receipt by the District. Failure to file an Appeal Request shall constitute a waiver of all rights to protest the District's suspension or termination, and shall constitute a failure to exhaust administrative remedies. The District shall consider the appeal at a Board meeting and shall provide reasonable notice to the person of the Board meeting where the appeal will be considered. At the appeal stage, no new evidence shall be offered or considered. Instead, the appeal is an opportunity for the person subject to the suspension or termination to argue, based on the evidence elicited at the hearing, why the suspension or termination should be reduced or vacated. 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 or termination. The Board's decision on appeal shall be final.

13. Legal Action; Criminal Prosecution; Trespass. If any person is found to have committed a Violation, such person may additionally be subject to arrest for trespassing or other applicable legal action, civil or criminal in nature. If a person subject to a suspension or termination is found at an Amenity Facility, such Person will be subject to arrest for trespassing. If a trespass warrant is issued to a person by a law enforcement agency, the District has no obligation to seek a withdrawal or termination of the trespass warrant even though the issuance of the trespass warrant may effectively prevent a person from using the District's Amenities after expiration of a suspension imposed by the District.

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

The above Policies were amended, restated supplemented and adopted by the Board of Supervisors for the Magnolia West Community Development District on this ____ day of _____, 2024 (“Effective Date”).

Secretary / Assistant Secretary

Chairperson / Vice Chairperson

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