

# **MEADOW POINTE II**

## **Community Development District**



## **POLICIES AND PROCEDURES**

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# 1. INTRODUCTION

- 1.1 The Meadow Pointe II Community Development District (District”) has established the following policies and procedures to ensure the safe and efficient use and the equitable availability of the District facilities.
- 1.2 Our goal is to ensure that our Facilities are maintained for, used by, and kept available for members of the District.
- 1.3 Access and maintenance of the District Facilities shall be managed to reduce the impact of traffic and over use as well as reduce parking congestion. District Staff will provide service and cooperate with members and the public in a fair and equitable manner.
- 1.4 All Members, limited members and guest pass holders are expected to adhere to the foregoing policies and procedures.
- 1.5 The District Board of Supervisors (“Board”) reserves the right to modify these policies and procedures and to develop and enforce such additional policies and procedures as may be required for the protection of the District facilities and the Member.
- 1.6 While fees adopted by Board resolution may be waived subject to defined special circumstances, it is the General Policy of the District that fees shall be charged in any instance wherein an entry fee, participation fee, or other fee is charged to the facility user.
- 1.7 Although reserved use of facilities is permitted by this policy and encouraged by the District, the Operations Manager shall allow any unreserved facility or portion of a facility to be made available for open, unstructured, public recreation activity on a first come/first serve basis to Members/Limited Members of District.
- 1.8 Violation of the policies herein may result in the suspension of privileges or fines where allowed. No individual shall verbally or physically assault any other person including but not limited to any District employee or staff. Such behavior is subject to trespass warning and revocation of privileges for use of any or all District Facilities. Trespassers and anyone vandalizing or defacing District Facilities will be prosecuted.
- 1.9 Anyone using the District Facilities does so at their own risk. The District assumes NO responsibility for any accident or injury in connection with such use or for any loss and/or damage to person or personal property.
- 1.10 Anyone causing a disturbance will be required to leave the District Facilities. Disturbances include, but are not limited to fighting, foul language, inappropriate music and music volume.
- 1.11 Anyone gaining unlawful entry to the District Facilities will be reported to the Pasco County Sheriff’s office as trespassing.

- 1.12** Electronically controlled doors must not be propped open or otherwise rendered inoperable.
- 1.13** All children under the age of 15 years old must be accompanied by an adult (at least eighteen (18) years of age) while in a District Facility. Children under twelve (12) years of age are prohibited in any pool without adult supervision.
- 1.13.1** Residents seeking entry to a gated village may go to the clubhouse to retrieve the code for the gate.

#### **1.14 Renter Privileges**

- 1.14.1** A Member Owner who rents out or leases their residential unit(s) in the District shall have the right to designate the renter of their residential unit(s) as the beneficial user of the Member Owner's membership privileges for the purpose of use of District Facilities.
- 1.14.2** In order for the Renter to be entitled to use the District Facilities, the Renter must acquire a membership card with respect to the residence which is being rented or leased. A Renter who is designated as the beneficial user of the Member Owner's membership shall be entitled to the same rights and privileges to use the District Facilities as the Member Owner.
- 1.14.3** During the period when a Renter is designated as the beneficial user of the membership, the Member Owner shall not be entitled to use the District Facilities with respect to that membership.
- 1.14.4** Each Member Owner shall be responsible for all charges incurred by their Renter which remain unpaid after the customary billing and collection procedure established by the District. Member Owners are responsible for the conduct of their respective Renters while they use the District Facilities.
- 1.14.5** Renters shall be subject to all rules and regulations as the Board may adopt from time to time.

## 2. DEFINITIONS

- 2.1 **Member** is defined as a Member Owner, Non-Resident Members, or designated Renter.
- 2.2 **Member Owner** is defined as a person or entity that owns property within the District. A Member Owner need not reside within the District as their primary place of residence, but is entitled to all privileges of membership so long as those privileges have not been assigned to a Renter.
- 2.3 **Non-Resident Member** is defined as someone who does not reside in the boundaries of the District or is a Limited Member who has paid the yearly membership fee and which is entitled to use the District Facilities on the same basis as a Member Owner.
- 2.4 **Limited Member** is defined as a resident age eighteen (18) and above of Meadow Pointe I, III, and IV who paid the requisite membership fee.
- 2.5 **Renter** is defined as any tenant residing in a Member Owner's home pursuant to a valid rental or lease agreement as allowed by applicable community restrictions.
- 2.6 **Patron** is defined as any person lawfully on the premises abiding by and in accordance with all District rules, including these rules and rates for all District Facilities.
- 2.7 **Meadow Pointe II Community Development District** is also known as "MPII CDD" or "The District".
- 2.8 **Clubhouse Identification Card** is defined as the access identification card issued by the District.
- 2.9 **Piggybacking** is when an authorized person allows (intentionally or unintentionally) others to pass through a secure door or gate.
- 2.10 **District Facilities** is defined as District-owned basketball/multi- purpose courts, multi-purpose fields, playground, tennis courts, clubhouse, pool, and Mansfield Boulevard pond.
- 2.11 **Designated Renter** is defined as a Renter who is designated as the beneficial user of the Member Owner's membership.

### 3. NON RESIDENT MEMBER FEES

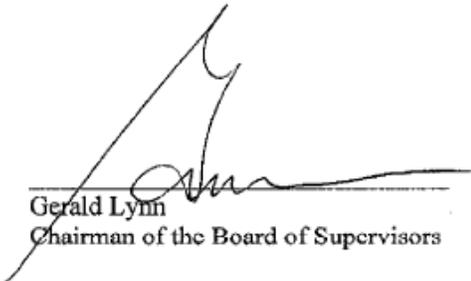
#### RESOLUTION 2007-03

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE MEADOW POINTE II COMMUNITY DEVELOPMENT DISTRICT ESTABLISHING ANNUAL NON RESIDENT MEMBER FEES FOR THE USE OF THE RECREATIONAL FACILITIES OWNED AND OPERATED BY THE MEADOW POINTE II COMMUNITY DEVELOPMENT DISTRICT BY NON RESIDENTS; AND PROVIDING AN EFFECTIVE DATE**

**NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE MEADOW POINTE II COMMUNITY DEVELOPMENT DISTRICT AS FOLLOWS:**

1. Annual Non-Resident Member Fees: Upon payment of a non refundable annual non resident member fee of \$800.00 the payee of such fee (the "non resident member"), shall be entitled to use the recreational facilities on the same basis as residents living within the District. The Board of Supervisors hereby reserves the right, from time to time, to modify the amount of the annual non resident member fee. Unless renewed by the payment of another annual non resident member fee, the right of a non resident member to use the recreational facilities shall terminate at the end of the year for which such fees have been paid.
2. Effective Date: This resolution shall become effective immediately upon its adoption.

ADOPTED this 21<sup>st</sup> day of March, 2007

  
Gerald Lynn  
Chairman of the Board of Supervisors

Attest:

  
Andrew P. Mendenhall  
Secretary

## **4. ALCOHOL / TOBACCO / CONTROLLED SUBSTANCES / FIREARMS**

- 4.1 Alcohol/Tobacco/Controlled Substances.** The sale, use, and possession of any alcoholic beverages, beer, wine, wine coolers and other spirits and controlled substances is expressly prohibited on all District property. Smoking is prohibited outside of the designated area. Cigarettes only allowed in the designated area. No cigars or pipes are permitted anywhere.
- 4.2 Firearms.** Firearms are prohibited on District property to the extent prohibited by state law.

## **5. SPORTS AREAS & PLAYGROUND**

These policies apply to all persons utilizing the facilities, their children and guests.

Members are responsible for their children's and their guests' compliance with these policies.

### **5.1 Basketball/Multi-Purpose Courts**

- 5.1.1** Children under 15 are to be supervised by a parent, guardian or adult (18 and over).
- 5.1.2** No glass containers or pets are permitted.
- 5.1.3** When players are waiting there is a 1-hour court time limit.
- 5.1.4** Courts are first come first serve basis and are not to be held for others.
- 5.1.5** No littering. Use trash receptacle provided.
- 5.1.6** Basketball court is for basketball only. All other uses are prohibited including, but not limited to: skateboarding, rollerblading, and biking.
- 5.1.7** Appropriate foot wear is required on courts.

### **5.2 Multi-Purpose Field**

- 5.2.1** Children under 15 are to be supervised by a parent, guardian or adult (18 and over).
- 5.2.2** No glass containers or pets are permitted in the field area.
- 5.2.3** No littering. Use trash receptacle provided.

### **5.3 Playground**

**5.3.1** This play equipment is to be used by 5 – 12 year old children only.

**5.3.2** Children under 12 are to be supervised by a parent, guardian or adult (18 and over).

**5.3.3** Not Allowed:

- Bicycles, rollerblades or skateboards
- Pushing or roughhousing or jumping on or off equipment.
- Glass containers or pets
- Littering (Please use trash receptacle provided)

**5.3.4** Slide – use ladder only (do not climb up slide to get to top); slide down the slide feet first and sitting up; only one child going down the slide at any time.

### **5.4 Tennis Courts**

**5.4.1** Appropriate foot wear is required on courts.

**5.4.2** Children under 15 are to be supervised by a parent, guardian or adult (18 and over).

**5.4.3** No glass containers or pets are permitted in the tennis court area.

**5.4.4** When players are waiting, the following court times shall be adhered to: 1 hour for singles; 1-1/2 hours for doubles.

**5.4.5** Courts may be reserved pursuant to posted guidelines. Otherwise, courts are on a first come first serve basis and are not to be held for others.

**5.4.6** No littering. Use trash receptacle provided.

**5.4.7** Tennis courts are for tennis/pickleball only. All other uses are prohibited including, but not limited to: skateboarding, rollerblading, and biking.

## 6. NOTICE BOARD(S)

### 6.1 Public Notice Board

A board located in the hallway of the clubhouse for the posting of official District business.

### 6.2 Community Bulletin Board

A board located in the hallway of the clubhouse to provide members with information regarding the Clubhouse, community, and county. Any person wishing to post an approved item on the community bulletin board must provide notice of the posting to the Operations Manager at the District office. Each item posted shall bear the date on which it is posted and may remain posted for a period of up to 30-days. Posting may be renewed for additional 30-day periods, not to exceed 120 consecutive days. District staff shall remove all expired postings.

**Note:** *Only* the Operations Manager or his/her designee can post items on the notice board(s).

## 7. TREES/CONSERVATION AREAS/CDD PROPERTY

### 7.1 OVERVIEW

The District is responsible for removing District trees that are diseased or damaged and that have been identified by the District and Southwest Florida Water Management District ("SWFMD") as a danger to Members and their property.

If District trees are encroaching over private property, Member must contact the Operations Manager and request to have the encroachment assessed. The Operations Manager or his/her designee shall inspect the property. In addition to inspection, the District may request review by (SWFMD). All restrictions and communications from SWFMD shall be transmitted to the Member. Upon completion of the assessment, the District shall inform the Member of the appropriate action available.

In the event tree trimming or removal by the Member is approved or required, all debris shall be properly disposed of and removed from District property. Debris may not be disposed of on the conservation area. Violations may result and/or a fine assessed to the Member. The District is also responsible for protecting conservation areas and CDD-owned property. Part of the responsibility is to ensure individuals do not infringe upon conservation areas or other District-owned property. Violations and/or infringement on District-owned conservation areas or damage to conservation areas will result in the individual being responsible for the cost of restoring the area and notification to SWFMD for further action as deemed necessary.

## **7.2 DEBRIS FROM CONSERVATION AREAS**

If branches, debris, and/or trees fall onto Member's property from a conservation area, it is the Member's responsibility to remove and dispose of such debris properly.

## **7.3 DEBRIS IN CONSERVATION AREAS**

In the event trees or branches fall in the conservation area, all such debris must be left in place and may only be removed by the District or competent authorities.

# **8. CLUBHOUSE POLICIES**

The District Clubhouse and its related facilities are for Members and Limited Members only (and their Guests in compliance with the restrictions stated herein) subject to the following policies:

- Sport lights are available as posted.
- District Clubhouse facility hours are as posted.
- The District is not responsible for items and/or personal belongings that have been left, lost, stolen or damaged on District premises.
- Each Member, Limited Member and Non-Resident Member is required to use their Clubhouse Identification Cards to gain entry. Piggybacking (as defined above) is not permitted.

# **9. CLUBHOUSE IDENTIFICATION CARDS**

**9.1** All MPIO Members/Limited Members, and Non-Resident Members 15 and over are required to have an MPIO Clubhouse Identification Card, with a photo of the pass holder in order to gain access to the District Facilities. Staff will be conducting ID Card checks.

**9.2** All Clubhouse Identification Cards will be issued at no cost to Member or Non-Resident Member (exception see Section on Requirements for access to Fitness Center). Limited Members may purchase a card, but shall not have access to the Fitness Center or BBQ area. The cost to a Limited Member for purchase of a Clubhouse Identification Card is \$75.00 per year and there is no proration of fees.

**9.3** A Member/Limited Member/Non-Resident Member may obtain a Clubhouse Identification Card at the MPIO Clubhouse during normal hours of operation as more specifically referenced below.

- 9.4** The Member/Limited Member and Non-Resident Member will need to complete an Application for the Clubhouse Identification Card. Applicants 18 and over will need to bring proof of residency. Applicants from 15 thru 17 require adult resident sponsorship.
  - 9.5** If the Member/Limited Member/Non-Resident Member damages or loses their card there will be a non refundable fee to replace it.
  - 9.6** As a condition of issuance of the Clubhouse Identification Card, each Member/Limited Member/Non-Resident Member agrees to cooperate with Clubhouse Identification Card checks by staff.
  - 9.7** Each Member/Limited Member/Non-Resident Member is required to present/swipe their card upon entry.
  - 9.8** The procedure for obtaining a Clubhouse Identification card is as follows:
    - 9.8.1** A Member/Limited Member/Non-Resident Member must complete a Clubhouse Identification Card application at the District Clubhouse during normal business hours of operation.
    - 9.8.2** Each applicant must provide:
      - If a Member Owner or Designated Renter**
        - 9.8.2.1** Picture identification (ID) with an address within the District or Proof of residency if ID is not current;
      - If a Non-Resident Member or Limited Member**
        - 9.8.2.2** ID with proof of residency.
        - 9.8.2.3** Applicants from age 15 thru 17 require adult sponsorship.
- Proof of residency is limited to a picture ID issued by City, State or Federal agencies with an expiration date and one of the following: a Florida Voter Registration Card, Florida Vehicle Registration or Title, a Utility bill or work order dated within 60 days of the application, or a W-2 Form.

## **10. GUEST PASSES**

- 10.1** Members that have guests staying for extended periods of time (i.e., nanny, day care provider, visiting out of town relatives) may make special arrangements by completing a Guest Request Form at the District Clubhouse office to obtain a Guest Card.
- 10.2** Members are allowed to host up to five (5) guests per household at any given time period as referenced herein. No more than five (5) guests may accompany a Member during any visit to District Facilities. Members must stay with guests at all

times when guests are utilizing District Facilities. Guest passes will be limited to thirty (30) calendar days and are non-renewable except as referenced herein. The District Operations Manager can extend the thirty (30) day timeframe under special circumstances at his/her sole and absolute discretion.

**10.3** Guests are not allowed in the Fitness Center.

**10.4** Passes as established by the District. Guest passes must be applied for by the sponsoring Member.

**10.5** Limited Members are not permitted a Guest pass.

## **11. FITNESS CENTER**

### **11.1 Requirements for Access to the Fitness Center:**

**11.1.1** Guests and Limited Members are not allowed in the Fitness Center.

**11.1.2** No persons under 15 years old are allowed in the Fitness Center. Children age 15-17 are allowed in Fitness Center when accompanied by parent/guardian 18 or older with signed Liability Waiver (due to liability concerns).

**11.1.3** Must possess valid Clubhouse Identification Card.

**11.1.4** Member must complete and sign Fitness Center Liability Waiver.

**11.1.5** Must pay non-refundable fee as stated in the fee schedule.

### **11.2 Fitness Center Hours of Operation**

As posted

### **11.3 Refund of Fitness Center Fee**

There is no refund.

### **11.4 Fitness Center Liability Waiver**

See Appendix A.

## **12. DUMPSTER**

**12.1** Clubhouse dumpsters are strictly for District business only with the exception of the dumpster for recycled papers.

**12.2** The dumpster for newspaper recycling is available to Members. Monies from the recycle dumpster shall be distributed by the Board.

**12.3** Anyone caught dumping trash in the dumpsters will be prosecuted according to law.

### **13. NSF (NON-SUFFICIENT FUNDS) CHECK FEES**

There will be a service charge as stated in the fee schedule applied to all returned checks. If repayment is not made for the returned check within 30 days after notification by the District, the District Board of Supervisors reserves the right to collect funds through the appropriate legal actions deemed necessary. Repayment must be inclusive of the NSF fee, service charge and the original amount of the check returned, and any associated legal and collection costs. Payment shall be required in the form of money order, certified funds or cash. All privileges will be suspended until fees and payments have been satisfied.

### **14. OFFICE EQUIPMENT**

The Clubhouse office equipment (i.e., computers, fax, telephones and copy machines) are for District business only.

Members may use telephones at the discretion of office staff.

### **15. PARKING**

#### **15.1 Permits** - (To be revised based on change in enforcement by County)

Pursuant to Pasco County Ordinances on-street parking is prohibited on all MPII CDD roads, unless authorized by a Pasco County issued on-street parking permit. The MPII CDD provides courtesy services to its residents for submitting an application for an on-street parking permit for the following Villages and subject to the procedures below:

Colehaven	Deer Run	Glenham
Iverson	Lettingwell	Longleaf
Manor Isle	Morningside	Wrencrest

**15.1.1** Members can obtain a parking permit by completing the required application and paying the fee determined by Pasco County. Permits are issued according to county ordinances. Payment is due at the time the application is submitted to the MPII CDD, and should be made payable to the MPII CDD. If the application is denied by Pasco County, the fee will be returned to the applicant.

**15.1.2** Residents must submit their application a minimum of 1 week before the first requested date on the form.

**15.1.3** Each timely submitted and complete application will be faxed to Pasco County for processing and review. Pasco County will notify the MPIO CDD of approval or denial of the application.

**15.1.4** An approved application will be assigned a permit number by Pasco County.

**15.1.5** MPIO will complete the green parking permit and notify the Member that the permit has been approved and is ready for them to pick up at the Clubhouse office.

**15.1.6** Approved permits may be picked up at the MPIO CDD Clubhouse Monday through Friday during normal business hours. The permit must be displayed prominently at the residence in an area obvious to law enforcement personnel (i.e., mailbox).

**Note:** The MPIO CDD will not process on-street permits for the following Villages:

Charlesworth

Covina Key

Sedgwick

Tullamore

Vermillion

Residents of these Villages must contact their individual Homeowner's Association (HOA) to obtain parking information.

## **15.2 Overnight Parking**

No overnight parking is permitted on District property without authorization from the Operations Manager. If overnight parking is found, the vehicle or trailer could be towed away at the owner's expense.

**Note:** *Only* the Operations Manager or a member of the District Board of Supervisors can authorize the towing of a vehicle.

## **16. POND USAGE POLICY**

**16.1** The District has authorized fishing in the pond located at the east side of Mansfield Boulevard, across from Anand Vihar and that is the only location authorized by the District.

**16.2** For the privacy of residents and safety and liability reasons, trespassing on the property surrounding all other ponds is prohibited (except for maintenance and District personnel).

**16.3** Property owners who own property on or adjacent to a pond are permitted to use their own property and the adjacent easement areas to the waters edge (However, they may not erect any structure on the easement area). Property

owners are **NOT** allowed to use the easement area that falls outside of these parameters.

- 16.4** Property owners or others that are adjacent to ponds shall not deposit grass clippings into the ponds.

## **17. POOL REGULATIONS & PROTOCOLS**

### **17.1 Pool Hours**

As Posted

### **17.2 Pool Use Policies**

- 17.2.1** Pool Facilities are for Members/Limited Members and people holding a Guest pass. No pool parties are allowed.
- 17.2.2** No diving of any kind. This includes flips.
- 17.2.3** No running on pool deck and surrounding area.
- 17.2.4** No discharging of any bodily wastes. Bathrooms are conveniently located adjacent to the pool deck. If your child/baby or you have been determined to have deposited bodily waste in the pool, you may be required to pay for the clean-up costs. If discharge is observed, please notify staff immediately.
- 17.2.5** No inappropriate language, behavior, throwing of children in the water, horseplay, including chicken fighting, wrestling, pushing, shoving, spitting or spouting water, excessive disturbance with water guns, balls, or any other type of pool toy. Climbing or standing on the metal railings and ladders is prohibited.
- 17.2.6** No food, gum or drink is allowed within fifteen feet of the pool perimeter.
- 17.2.7** No alcohol, beer, glass containers, tobacco products, controlled substances or firearms (to the extent prohibited by Florida law) are allowed in pool area.
- 17.2.8** All persons must shower before entering the pool.
- 17.2.9** No animals of any kind are allowed in the pool or on the pool deck, except for official service and/or support animals as allowed by applicable law.
- 17.2.10** Appropriate swimming attire must be worn when using the pool. No cutoffs, jeans, thongs, etc., or anything else deemed by District staff as inappropriate. No street clothes are permitted when using the pool.
- 17.2.11** No bikes, skateboards or roller blades are permitted on the pool deck or surrounding area.

- 17.2.12** Swim diapers are required for children who are not toilet-trained.
- 17.2.13** If sick with infectious or communicable disease, you may not enter the pool deck.
- 17.2.14** Excessive noise in any area of the facility will result in dismissal from the facility.
- 17.2.15** Children under 15 must be supervised by a responsible adult (18 years or older) while in the pool area.
- 17.2.16** All children 5 years of age and younger will be under constant parental or adult (18 years and older) supervision (within arm's reach) while on the pool deck. The deck is defined as the entire fenced area of the pool.
- 17.2.17** All children 5 years of age and younger regardless of swimming ability or use of flotation devices will not be allowed in the pool unless accompanied and supervised (within arm's reach) by a parent/adult (18 years and older) in the pool at all times.
- 17.2.18** The pool may be closed by District staff due to inclement weather. If asked to clear the deck/pool due to weather, you must do so in a timely manner. The determination of whether to close the pool due to inclement weather will be in the sole and absolute discretion of District staff.
- 17.2.19** Everyone must pick up after themselves. This includes garbage, clothing, toys or anything else brought with you. You are expected to leave the area as it was when you got there.
- 17.2.20** Smoking is only allowed in designated areas. However, cigars and pipes are prohibited.
- 17.2.21** There may not be a lifeguard on duty at all times. Lifeguards serve for the safety, health and welfare of Members/Limited Members/Non-Resident Members and their guests. All persons using the pool do so at their own risk,
- 17.2.22** Pool capacity limits shall be observed by all persons.
- 17.2.23** Non-swimmers must stay in the shallow water where they can touch the bottom of the pool.
- 17.2.24** No walking in pool gutters.

## **17.3 Pool Disciplinary Procedures**

**17.3.1** All Members/Limited Members/Non-Resident Members, guest pass holders and others are encouraged to report inappropriate activity or use of the pool facilities to District staff or the lifeguard on duty.

**17.3.2** The following disciplinary procedures shall be enforced for violations of the rules:

**17.3.2.1** First Offense - Verbal warning to cease and desist prohibited activity.

**17.3.2.2** Second Offense - Violator will be asked to leave the pool area for the day by the District staff.

**17.3.2.3** Third Offense (occurring within 30-days of the second offense) The Violator shall be asked to leave the premises and privileges to use all District Facilities shall be suspended for 30 days.

**IF A VIOLATOR IS ASKED TO LEAVE AND DOES NOT COMPLY, THEY ARE TRESPASSING.** The Sheriff's Department will be contacted and offenders will be prosecuted to the full extent of the law.

**Note:** Any Member/Limited Member or others whose privileges have been suspended may appeal such suspension to the District Board of Supervisors by filing a written Notice of Grievance with the District and presenting their grievance in person at the next regularly scheduled meeting of the Board of Supervisors.

## **18. RESERVATIONS**

### **18.1 Room Rental**

**18.1.1** The following guidelines and procedures must be followed in order for room rental reservations to be made. (Reservations are not available for political meetings or religious services).

**18.1.1.1** Reservation Time: Maximum 4 hours. (Rooms may be rented for less than 4 hours as per the hourly fee Schedule).

**18.1.1.2** Reservations must be made in person in order to complete the required application.

**18.1.2** Requirements for Reservations

**18.1.2.1** Application; Must be a Member or Limited Member (Commercial rentals are exempt from this requirement). Applicant must be at least 18 years of age. Reservation fee (if

applicable); security deposit (when paying by check, reservations must be made at least 48 hours prior to the event). Maximum allowed occupancy per room cannot be exceeded.

- 18.1.2.2** Payment for the reservation fee and the security deposit are due at the time the reservation is made.
- 18.1.2.3** The applicant must be present at the facility throughout the event as they are the responsible party.
- 18.1.2.4** The rentals are available during normal operating hours only. Extended hours are not available.
- 18.1.2.5** All fees and deposits must be collected, and all paperwork must be filled out at the time of the reservation.
- 18.1.2.6** The security deposit is refundable based on the sole and absolute discretion of the Operations Manager as to any clean-up and/or damages incurred.
- 18.1.2.7** Cancellations: 48 hour notice for cancellation of any event is required. If proper notice is not given, the deposit fee will be retained in accordance with the rental agreement;
- 18.1.2.8** The use of personal gas or BBQ grills are not permitted anywhere on the facility; however, District BBQ grill can be rented. See BBQ grill section for usage. Use of the pool and the pool deck may not be rented as part of room rental or BBQ rental unless otherwise provided for herein. The lobby area, library and pool (including pool deck) may not be rented or used during room rental period.

### **18.1.3 Rental Agreement**

See Appendix A.

## **19. BBQ GRILL/PICNIC AREA**

### **19.1 Information for use of BBQ Grill/Picnic Area**

- 19.1.1** User must be a Member and be at least 18 years of age.
- 19.1.2** User must complete a BBQ Grill Rental Agreement a minimum of two (2) days before user will be using the grill.
- 19.1.3** User will need to leave a \$100.00 deposit to reserve the BBQ Grill/Picnic Area. Deposit will be returned after staff checks to make sure grill has been properly cleaned.

**19.1.4** User will have sole use of the grill and picnic area but as referenced above, the pool is not included.

**19.1.5** User must remain on property during the entire time of the rental.

**19.1.6** Rental times must fall within the normal operating hours of the clubhouse with a maximum use of four (4) hours.

**NO EXCEPTIONS WILL BE MADE**

**19.1.7** User is responsible for placing all trash in the appropriate receptacles. Any trash not fitting in the receptacles must be taken to Dumpster.

**19.1.8** A 48-hour notice by the User for all cancellations is required. See prior cancellation fee schedule.

**19.2 Rental Agreement**

**Note:** See Appendix A

**20. SIGNAGE – POSTED POLICIES**

All signage shall be posted only as approved by the District Board.

**21. SEXUAL OFFENDERS & SEXUAL PREDATORS**

See Resolution 2007-10. Policy shall be in accordance with Resolution 2007-10 or as otherwise required by applicable law.

A RESOLUTION PROHIBITING SEXUAL OFFENDERS AND  
SEXUAL PREDATORS FROM ENTERING  
MEADOW POINTE II CDD CLUBHOUSE  
AND RECREATION FACILITIES

WHEREAS, CDD staff has heard from concerned residents of the Meadow Pointe II CDD regarding the presence of sexual offenders and sexual predators on or near the CDD Clubhouse and Recreation Facilities; and

WHEREAS, the CDD maintains its Clubhouse and Recreation Facilities in a manner meant for the peaceful enjoyment of CDD residents and members of the public, especially children; and

WHEREAS, the CDD Clubhouse and Recreation Facilities are public spaces wherein sexual offenders and sexual predators may attempt to find victims; and

WHEREAS, the CDD and this Board of Supervisors recognize that sexual offenders and sexual predators often pose a high risk of engaging in sex offenses even after being released from incarceration or commitment and that protection of the public from sexual offenders and sexual predators is of paramount governmental interest; and

WHEREAS, it is in the best interests of the residents of the CDD to reduce insofar as possible opportunities for recidivism by sexual offenders and sexual predators; and

WHEREAS, this Board finds that it would be in the best interests of the CDD residents and other members of the public, to prohibit and ban Registered Sexual Offenders and Registered Sexual Predators from the Meadow Pointe II CDD Clubhouse and Recreation Facilities.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE MEADOW POINTE II CDD:

1. (a) The Board hereby adopts a policy which prohibits a Registered Sexual Offender or a Registered Sexual Predator from entering into or upon the Meadow Pointe II CDD Clubhouse or Recreation Facilities.

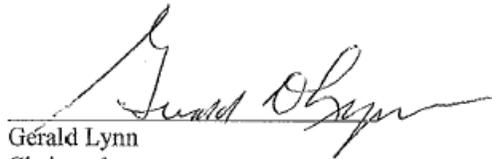
(b) For purposes of this Resolution, the following terms shall be defined as:

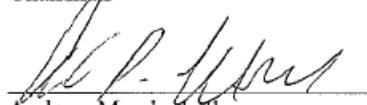
(1) Registered Sexual Offender/Registered Sexual Predator  
– An individual who is registered by any state or federal agency as a sexual offender or a sexual predator and whose name is published on any state or federal registered sex offender listing, including, but not limited to the sexual offender registry

established in Section 943.0435, Florida Statutes, and the registration required in Section 775.21, Florida Statutes, The Florida Sexual Predators Act.

(2) Meadow Pointe II CDD Clubhouse and Recreation Facilities – the Meadow Pointe II CDD clubhouse located at 30051 County Line Road, Wesley Chapel, Florida and the community pool, playground, fitness center, tennis courts, basketball courts, green fields and all-purpose courts.

Adopted this 3<sup>rd</sup> day of October, 2007.

  
Gerald Lynn  
Chairman

  
Andrew Mendenhall  
Assistant Secretary

## 22. AMENDMENTS/REVIEW

Policies and procedures may be amended according to law.

## APPENDIX A: FORMS/Documents

Following forms/documents are utilized in the Clubhouse to assist Members and Limited Members and staff in processing requests that directly affect the use of the Clubhouse and surrounding facilities and may be updated from time to time for the ease of completion or additional needed information. These changes may be authorized by the Operations Manager and do not require approval from the District Board of Supervisors. **However, changes should be brought to the attention of the District Board of Supervisors.**

- A) Clubhouse Identification Card Application
- B) Fitness Center Liability Waiver
- C) Private Party Rental Agreement for Activity Rooms
- D) BBQ Grill Rental Agreement
- E) Tennis –Pickleball Court Policy

## APPENDIX B: AMENDMENTS

DATE	SECTION NAME	SUB-SECTION	AMENDMENT	PAGE