

# Amenity Center Policies

## Villages of Bloomingdale Community Development District

### GENERAL PROVISIONS

(1) Definitions.

(a) **“Amenity Center”** or **“Amenity Facility”** consists of the Clubhouse, Pool Area (as defined below), Playground, parking lots, open space and other appurtenances or related improvements, all located in the Villages of Bloomingdale Community Development District.

(b) **“Amenity Management Staff”** shall mean the persons responsible for daily operation of the Amenity Center, including the Amenity Manager (as defined below), facility attendants, maintenance personnel or any District employee.

(c) **“Amenity Manager”** shall mean the individual responsible for oversight of the Amenity Center and Amenity Management Staff.

(d) **“Board”** shall be defined as the District Board of Supervisors.

(e) **“District”** shall mean the Villages of Bloomingdale Community Development District.

(f) **“District Property”** shall mean all property owned by the District including, but not limited to the Amenity Center, common areas, parking lots and ponds.

(g) **“Patron”** shall be defined as persons or entities who own real property within the District, residents who rent within the District and have been assigned the owner’s amenity privileges, and those persons who do not own land within the District who have paid the annual user fee.

(h) **“Patron Household”** shall be defined as all members of a Patron’s household. Unless specified elsewhere, each member of a Patron Household shall be considered to be a Patron.

(i) **“Policies”** shall mean these Policies Regarding the District Amenity Facilities.

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

(k) Except where otherwise specified, the terms **“Pool”**, and **“Swimming Pool”** shall mean the swimming pool. **“Pool Area”** shall mean the swimming pool,

adjacent decks, shade structures and other property or improvements within the fenced area surrounding the pool.

## **GENERAL SWIMMING POOL POLICIES**

1. Pool Area hours will be posted.
2. Patrons must present their access cards and/or sign in upon entering the Pool Area.
3. Guests must be accompanied by a Patron when entering the Amenity Facility. Guests must be registered before they will be allowed to use the Amenity Facility.
4. At any given time, a Patron is allowed up to four (4) guests per each household to the Pool Area (unless a greater number of guests has been approved by the Amenity Manager).
5. Children 16 and younger must be accompanied by an adult or supervisor/babysitter, at least 18 years of age, at all times for usage of the Pool Area.
6. Electronic media and the like, may be listened to if played at a sound level which is not offensive to others. Determination of an "offensive volume" is in the sole discretion of Amenity Management Staff. Electrical equipment is not allowed around the Pool Area.
7. Swimming is at own risk and during designated times, as posted at the Pool Area and determined by staff.
8. All persons must shower before entering the Swimming Pool.
9. Glass containers and other sharp or potentially hazardous objects are not permitted in the Pool Area.
10. No food is permitted in the wet pool deck which is 3' around the perimeter of the Swimming Pool. Beverages and food can be consumed from the tables or lounge chairs.
11. Children under three years of age and those who are not reliably toilet trained must wear rubber lined swim diapers, as well as a swim suit over the swim diaper, to reduce health risks associated with human waste contamination in the swimming pool/deck area.
12. Parents should take their children to the restroom before the children enter the Swimming Pool.
13. Play equipment, such as floats, rafts, snorkels, dive sticks, and floatation devices must meet with the amenity center staff's approval prior to use. Amenity Management Staff reserves the right to discontinue usage of such play equipment during times of peak or scheduled activity at the Swimming Pool, or if the equipment appears to present a safety concern. Flotation devices that block the view of the bottom of the Swimming Pool will not be allowed.
14. The Pool Area may be closed periodically for maintenance.
15. Pets, bicycles, skateboards, roller blades, scooters and golf carts are not permitted on the pool deck area inside the pool gates at any time.

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16. Amenity Management Staff reserves the right to authorize all programs and activities, including the number of guest participants, equipment and supplies usage, etc., conducted at the Swimming Pool including Swim lessons, Aquatic/Recreation Programs and Pool Parties.
17. Any Person swimming when the Swimming Pool is closed may be suspended from using the Amenity Facility.
18. Proper swim attire must be worn in the Swimming Pool. No denim cutoffs.
19. Alcoholic beverages are not permitted in the Pool Area.
20. No diving, jumping, pushing, running or other horseplay is allowed in the Swimming Pool or on the pool deck area.
21. For the comfort of others, the changing of diapers or clothes is not allowed at poolside.
22. No one shall pollute the pool. Anyone who pollutes the pool will be liable for any costs incurred in treating and reopening the pool.
23. Radio controlled watercraft are not allowed in pool area.
24. Pool entrances must be kept clear at all times.
25. Smoking or the use of any tobacco product including vaping is not permitted anywhere on the grounds of the Amenity Center.
26. No swinging on ladders, fences, or railings is allowed.
27. Pool furniture is not to be removed from the Pool Area.
28. Loud, profane, and abusive language will not be tolerated.
29. A parent or guardian must be within arm's length of a non-swimmer at all times when in the water regardless of the type of floatation devices used.

### **POOL THUNDER STORM AND CLOSURE POLICY**

During periods of heavy rain and other inclement weather, the Pool Area will be closed. The pool may be closed at the sole determination of Amenity Management Staff for the purpose of maintenance, inclement weather, or for other health and safety purposes.

### **POOL CONTAMINATION POLICY (Feces, Blood, Vomit etc.)**

1. If contaminations occur, the pool will be closed until the contamination is remedied.
2. In the event of a contamination,, the Patron responsible for the person causing the contamination shall be responsible for any clean-up or decontamination expenses incurred by the District.

### **GENERAL PET POLICIES**

Dogs or other pets (with the exception of bona fide Service Animal(s) trained to do work or perform tasks for an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability) are not permitted within the Amenity Facilities including, but not limited to, Amenity Center, Pool, or Playground. 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:

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

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.

In the event of a special event or activity occurring outdoors, the Amenity Manager may allow leashed and well-behaved dogs. Patrons are responsible for picking up after all pets and disposing of any waste in a designated pet waste receptacle or an outdoor dumpster as a courtesy to others.

### GENERAL FITNESS CENTER POLICIES

1. *Hours:* The Fitness Center is available for use by Patrons and guests during the hours of 9:00 a.m. to 9:00 p.m. Monday thru Saturday and 10:00 a.m. to 7:00 p.m. on Sundays. Users may be asked to leave the Fitness Center 10 minutes before scheduled closing time in order to allow room resetting and equipment cleaning.
2. *Emergencies:* For all emergencies, call 911 immediately. All emergencies and injuries must also be reported to Amenity Management Staff (when present or by emergency contact phone number posted at Amenity Manager's office). For 911 reporting purposes, the amenity center address is 6301 Valleydale Dr. Riverview, FL 33578.
3. Usage of the Fitness Center is restricted to Patrons 16 years of age and older.
4. The Fitness Center is unattended. Patrons exercise at their own risk. Each individual is responsible for his or her own safety.
5. Users must present an access card or register by signing-in immediately upon entering the facility.
6. Guests must be accompanied by a Patron. All guests must register by signing-in immediately upon entering the Amenity Facility.
7. All users of the Fitness Center are expected to conduct themselves in a responsible, courteous and safe manner in compliance with Fitness Center policies.
8. All users of the Fitness Center are expected to be engaged in an active physical fitness session with only short breaks for recovery. The Fitness Center is not an appropriate location to loiter. The Club Room or other areas of the Amenity Center may be available for rest, relaxation, or to engage electronic devices and media.
9. Appropriate clothing is required at all times in the Fitness Center. Appropriate clothing means athletic attire.
10. All users are required to wear athletic footwear, which covers the entire foot.
11. No food is permitted in the Fitness Center. Beverages are permitted in the Fitness Center, but all drinks must be covered and sealed.
12. Smoking or the use of any tobacco product including vaping are not permitted anywhere in the Fitness Center or on the grounds of the Amenity Center.
13. Electronic media including cellular telephones are not permitted unless they are silenced or equipped with personal listening devices such as headphones or earbuds. Cellular telephone discussions should take place outside of the Fitness Center.

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14. Loud, profane or abusive language is prohibited.
15. All emergencies, injuries and broken equipment must be reported to the Amenity Management Staff.
16. Disorderly conduct and horseplay are prohibited.
17. Disregard for any Fitness Center policy may result in expulsion from the facility and/or loss of Fitness Center privileges.
18. Weights and any other fitness equipment or supplies may not be removed from the Fitness Center for any reason.
19. Users of weights and equipment must restack weights and return equipment to proper locations and settings after usage.
20. Each individual is responsible for wiping off the equipment after use.
21. Cardiovascular equipment usage is limited to 30 minutes if others are waiting for the equipment. In addition, users should step aside between multiple sets on the weight equipment if others are waiting.
22. Users should workout with one piece of fitness equipment at a time and then move on to the next piece of equipment. Multiple pieces of fitness equipment cannot be held at the same time by one user.
23. The Amenity Management staff reserves the right to discontinue any programs or activities due to concerns with their safety and other conflicts with the operation of the facility.
24. Hand chalk is not permitted.
25. Dumbbells and bars are not to be dropped.
26. Benches and machines are not to be stepped on.
27. Dumbbells and barbells should be kept on the floor, not on the benches, as to not ruin the upholstery and the padding on the benches.
28. Each individual is responsible for wiping off fitness equipment after use.
29. The Fitness Center door should remain closed.
30. Personal training for fees, or solicitation of personal training services for fees, is prohibited.

### **PLAYGROUND POLICIES**

*Hours:* The Playground shall be available for use from dawn to dusk.

1. Use of the Playground is limited Patrons and their guests.
2. The Playground is designed for children up to age 12. Children must be accompanied by an adult or supervisor/babysitter, at least 18 years of age, at all times for usage of the Playground.
3. No roughhousing is permitted on the Playground.
4. Users must clean up all food, beverages, and miscellaneous trash brought to the Playground.
5. No profanity is permitted.
6. Usage of the Playground may be limited from time to time due to a sponsored event, which must be approved by Community Manager.
7. Smoking or the use of any tobacco product including vaping are not permitted anywhere in the Playground or on the grounds of the Amenity Center.

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## FACILITY RENTAL POLICIES

1. Only Patrons may reserve certain portions of the District's facilities for parties and events.
2. The District Facilities are not available for for-profit business or commercial use but rather for private social occasions such as baby showers, birthday parties, graduation parties, etc.
3. Check with the Amenity Management Staff regarding the anticipated date for the party in order to determine availability.
4. The areas of the Amenity Center that can be reserved for private parties are the indoor Club Room and the outdoor covered Patio. During the private reservation, other Patrons and guests may have access to the Fitness Center, Pool, and Restrooms which will be facilitated by the Amenity Management Staff.
5. At the time the reservation is made, two cashier's checks or money orders (no cash), one for the deposit and one for the room rental, both made out to Villages of Bloomingdale Community Development District must be delivered to the Amenity Management Staff. The person scheduling the party must execute and deliver a reservation form.
6. The rental rates and deposits for use of the District's facilities by Patrons are:

<b><u>Fee</u></b>	<b><u>Adopted</u></b>
<b>Club Room &amp; Patio (4 Hour)</b>	\$200
<b>Extended Rental Fee</b> (more than 4 hours for an event; events that extend past 9 p.m.)	\$75 per hour
<b>Deposit</b>	\$100 plus damages

The facility shall close at midnight. All parties and events, including clean-up, must conclude by midnight.

7. The four (4) hour rental period is inclusive of set up and clean-up.
8. To receive the full refund of the deposit on the next day after the party, the following must be done immediately upon conclusion of the party:
  - i. Remove all garbage, place in dumpster and replace garbage liners;
  - ii. Take down all party displays; and
  - iii. Sweep the floor, wipe down counter and clean out refrigerator.
9. The deposit is fully refundable if the party is cancelled due to inclement weather.
10. The volume of live or recorded music must not violate applicable Hillsborough County noise ordinances, or unreasonably interfere with residents' enjoyment of their homes.

## PROCEDURE FOR OBTAINING ACCESS CARDS

In order for Patrons to obtain facility access cards, the following documents and information must be provided to Amenity Management Staff at the Amenity Center during normal hours of operation. Upon providing such information, Patrons will be issued a maximum of two (2) access cards at no cost. Replacement cards are available at a cost of \$10 per card, for a maximum of two (2) cards per household issued at one time.

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<u>Fee</u>	<u>Adopted</u>
<b>Access Card Replacement</b>	\$10

*A. CDD Residents- Owners*

1. Copy of HUD-1 Closing Statement or Warranty Deed;
2. Valid Government-Issued Photo Identification (i.e. driver's license, state-issued identification card, etc.); and
3. Completed Access Card Agreement form.

*B. CDD Residents- Tenants/Renters*

1. Copy of lease agreement;
2. Assignment of Amenity Rights from property owner;
3. HOA Approval Form;
4. Valid Government-Issued Photo Identification (i.e. driver's license, state-issued identification card, etc.); and
5. Completed Access Card Agreement form.

*C. Non CDD-Resident Authorized Users*

1. Payment of annual non-resident user fee;
2. Valid Government-Issued Photo Identification (i.e. driver's license, state-issued identification card, etc.); and
3. Completed Access Card Agreement form.

**NON-RESIDENT USER FEES (Adopted March 27, 2007)**

In order for fair and equitable usage fees to be applied to non-residents, who are not assessed non ad valorem assessments on their taxes for the benefit of the Villages of Bloomingdale Community Development District, the following fees have been established. All non-residents who wish to utilize the facilities and amenities of the District may do so by paying the annual fees. These fees are paid on an annual basis, beginning on the date of the access card agreement.

The fees are based on taking the average annual assessment paid by a resident tax payer within the District during the current fiscal year, for both Debt Service and Operation & Maintenance Assessments. The fiscal year begins October 1st of the year and ending on September 30th the next year. The fee is payable in advance in one lump sum payment such as a tax bill is paid for resident tax payers. The fee may vary from year to year based on the current fiscal year average assessments as outlined above.

**RESPONSIBILITY FOR LOSS OR DAMAGE TO PERSON OR PROPERTY;  
INDEMNIFICATION; LIMITATION OF LIABILITY**

No person shall remove from the room in which it is placed or from the Amenity Center's premises any property or furniture belonging to the District or its contractors without proper authorization. Patrons shall be liable for any property damage at the Amenity Center, or at any activity or function operated, organized, arranged or sponsored

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by the District or its contractors, caused by the Patron, his or her guests or family members. The District reserves the right to pursue any and all legal and equitable measures necessary to remedy any losses due to property damage.

Each Patron and each guest as a condition of invitation to the premises of the Amenity Center assume sole responsibility for his or her property. The District and its contractors shall not be responsible for the loss or damage to any private property used or stored on the premises of the Amenity Center.

Each Patron, by virtue of his or her use of the Amenity Facilities, agrees to defend, indemnify and hold harmless the Villages of Bloomingdale Community Development District, Amenity Center Management, District Management and its respective officers, contractors, agents and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity, for any injuries, death, theft and real or personal property damage of any nature arising out of, or in connection with, the use of the facility by such person, his or her children and his or her guests. Should any person bound by these District Policies bring suit against the District or its affiliates, Amenity Center Management, District Management, 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 facility owned, or event operated, organized, arranged or sponsored, by the District, and fail to obtain judgment therein against the District or its Amenity Center Management, District Management, officers, employee, representative, contractor or agent, said party shall be liable to the District for all costs and expenses incurred by it in the defense of such suit (including court costs and attorney's fees through all appellate proceedings).

Nothing contained in these policies shall constitute or be construed as a waiver of the Villages of Bloomingdale Community Development District's limitations on liability contained in Section 768.28, F.S., or other statutes.

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

1. User and guest cards are the property of the Villages of Bloomingdale Community Development District (VOBCDD) and are non-transferable except in accordance with the District's rules, policies, and regulations.
2. Privileges at the Villages of Bloomingdale Amenity Center can be subject to suspension or termination by the Board of Supervisors if a Patron:
  - a. Submits false information on the application for a pass;
  - b. Permits unauthorized use of a pass;
  - c. Exhibits unsatisfactory behavior, deportment or appearance;
  - d. Fails to abide by the rules, regulations and policies established for the use of facilities;
  - e. Treats the personnel or employees of the facilities in an unreasonable or abusive manner; or
  - f. Engages in conduct that is improper or likely to endanger the welfare, safety or reputation of the Center or its management.
3. The District may follow the following process for suspending or terminating the Amenity Center privileges of a Patron or a Patron's family member or guest:
  - a. First Offense: Verbal and Written warning by Amenity Center Staff and Suspension from the Amenity Center for the remainder of the day on which



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- the violation occurs.
- b. Second Offense: Automatic suspension of all Amenity Center privileges for one (1) week from the commencement of the suspension, with the preparation by Amenity Center Staff of a written report to be signed by the Patron and filed in the Amenity Center office.
  - c. Third Offense: Suspension of all Amenity Center privileges from the time the violation occurs to the next regular meeting of the Board of Supervisors. At said meeting, the record of all previous offenses will be presented to the Board for recommendation of termination of the Patron's privileges for up to one (1) calendar year. The length of the suspension is in the discretion of the Board.
4. Each offense shall expire one (1) year after such offense was committed, at which time the number of offenses on record for the Patron or Patron's family member or guest shall be reduced by one (1). For example, if a Patron commits a first offense on February 1 and a second offense on August 1, the Patron will have two (2) offenses on record until February 1 of the following year, at which time the first offense will expire and the second offense will thereafter be considered a first offense until it expires on the following August 1. The provisions of this Paragraph 4 shall not at any time serve to reduce any suspensions or terminations pursuant to Paragraph 3c, above or Paragraph 5, below, which may have been imposed prior to the expiration of any offenses.
  5. Notwithstanding the foregoing, any time a Patron, or Patron's family member or guest is arrested for an act committed, or allegedly committed, while on the premises of the Amenity Center, or violates these Policies in a manner that, in the discretion of the Amenity Management Staff upon consultation with one (1) Board member, justifies suspension beyond the guidelines set forth above, such Patron shall have all Amenity Center privileges immediately suspended until the next Board of Supervisors meeting. At the Board meeting, the Board will be presented with the facts surrounding the arrest or violation and the Board may make a recommendation of suspension or termination of the Patron's privileges, which suspension or termination may include members of the Patron's household.
  6. Any suspension or termination of the Amenity Center privileges may be appealed to the Board of Supervisors for reversal or reduction. The Board's decision on appeal shall be final.

### **AMENDMENT OF POLICIES**

These policies may be modified at any time, upon the approval of the Board of Supervisors of the Villages of Bloomingdale Community Development District. Following approval of the Board, the modified policies shall be posted on the Villages of Bloomingdale Community Development District website .

Approved October 26, 2021