

## **RESOLUTION 2024-01**

### **A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COVINGTON PARK COMMUNITY DEVELOPMENT DISTRICT ADOPTING REVISED RULES AND RATES FOR ALL AMENITY FACILITIES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR REPEAL OF RULES IN CONFLICT THEREWITH.**

**WHEREAS**, the Covington Park Community Development District (hereinafter the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated entirely within Hillsborough County, Florida; and

**WHEREAS**, Chapter 190, Florida Statutes, authorizes the District to adopt resolutions as may be necessary for the conduct of District business including rules, charges, and fees for usage of District amenities; and

**WHEREAS**, the District’s Board of Supervisors finds that it is in the best interests of the District to adopt by this Resolution the revised Rules and Rates for All Amenity Facilities attached hereto as Exhibit “A;” and

**WHEREAS**, the revised Rules and Rates for All Amenity Facilities are for immediate use and application, having been adopted after having held a public hearing before the District’s Board of Supervisors on October 23, 2023, which was continued to November 27, 2023.

### **NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE COVINGTON PARK COMMUNITY DEVELOPMENT DISTRICT:**

**SECTION 1.** The District’s Board of Supervisors hereby adopts the revised Rules and Rates for All Amenity Facilities, attached hereto as Exhibit “A.” The Rules referenced herein shall stay in full force and effect until such time as the Board of Supervisors may amend, rescind, or repeal the attached in accordance with Chapter 190, Florida Statutes, and other applicable law.

**SECTION 2.** District staff has provided notice to the general public in accordance with Chapters 120 and 190, Florida Statutes, and scheduled a public hearing before the Board of Supervisors.

**SECTION 3.** This Resolution shall repeal all Rules and Rates for All Amenity Facilities previously adopted by the District to the extent that they are in conflict.

**SECTION 4.** If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

**SECTION 5.** This Resolution shall become effective immediately upon its passage and shall remain in effect unless rescinded or repealed.

**PASSED AND ADOPTED** this 27th day of November, 2023.

ATTEST:

**COVINGTON PARK COMMUNITY  
DEVELOPMENT DISTRICT**

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

  
\_\_\_\_\_  
Chair / Vice Chair

Exhibit "A": Revised Rules and Rates for All Amenity Facilities

## **EXHIBIT “A”**

### **Revised Rules and Rates for All Amenity Facilities**

**COVINGTON PARK**  
**COMMUNITY DEVELOPMENT DISTRICT**

---

**RULES AND RATES FOR ALL  
AMENITY FACILITIES**

Adopted on ~~May 22~~November 27, 2023

---

**Resident Services Located at:  
Covington Park Clubhouse  
6806 Covington Garden Drive  
Apollo Beach, Florida 33572  
(813) 672-9423**

## Table of Contents

I.	DEFINITIONS.....	3
II.	ANNUAL USER FEE STRUCTURE .....	4
III.	FACILITY ACCESS CARDS .....	4
IV.	HOMEOWNER ASSIGNMENT & RENTER’S PRIVILEGES.....	5
V.	GUEST POLICY.....	5
VI.	GENERAL AMENITY FACILITY PROVISIONS.....	6
VII.	DAMAGE TO PROPERTY OR PERSONAL INJURY.....	8
VIII.	GENERAL AMENITY FACILITY USAGE POLICY.....	10
IX.	GENERAL RULES FOR ALL POOLS.....	10
X.	FITNESS CENTER POLICIES.....	12
XI.	SPORTS COURTS FACILITY POLICIES.....	15
	Basketball Court Rules:.....	15
	<del>Volleyball Court Rules.....</del>	<del>15</del>
	Tennis Court Rules .....	16
XII.	PARK, PLAYGROUND, AND OTHER FACILITY POLICIES.....	16
	Playground and Park Rules .....	17
	Dog Park Policies.....	16
	Pond Fishing and Swimming Rules.....	18
XIII.	FACILITY RENTAL POLICIES COVINGTON PARK CLUBHOUSE .....	18
XIV.	SUSPENSION AND TERMINATION OF <del>ADULT</del> PRIVILEGES & APPEAL PROVISIONS .....	20
<del>XV.</del>	<del>SUSPENSION AND TERMINATION OF MINOR PRIVILEGES.....</del>	<del>22</del>
<del>XVI.</del>	<del>INDEMNIFICATION .....</del>	<del>26</del>
<del>XVII.</del>	<del>NATURAL BUFFER AREAS POLICY STATEMENT .....</del>	<del>27</del>

## I. DEFINITIONS

**“Amenity Facility” or “Amenity Facilities”** – shall mean the properties and areas managed or owned by the District and intended for recreational use and shall include, but not specifically be limited to, the Clubhouse, Pools, Playgrounds, Parks, Dog Park, and Sports Courts, together with their appurtenant facilities and areas.

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

**“Amenity Manager” or “Amenity Staff”** – shall mean the District employees or management company, including its employees, staff and agents, contracted by the District to manage all Amenity Facilities within the District, which facilities include, but are not limited to, the Covington Park Clubhouse, Monarch Park Pool and Guilford Park.

**“Annual User Fee”** – shall mean the fee established by the District for any person that is not a member and wishes to become a Non-Resident Member. 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 Covington Park Community Development District’s Board of Supervisors.

**“Clubhouse”** – shall mean the amenity building commonly referred to as the Covington Park Clubhouse, located at 6806 Covington Garden Drive, Apollo Beach, Florida 33572.

**“District”** – shall mean the Covington Park Community Development District.

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

**“Dog Park”** – shall mean the designated dog park owned and maintained by the District.

**“Event Room”** – shall mean the designated area in the Clubhouse that is available for holding private events subject to the terms and conditions provided herein.

**“Facility Access Card” or “Access Card”** shall mean that certain card issued and administered by the District that provides access to Amenity Facilities.

**“Fitness Center”** – shall mean the designated exercise area in the Clubhouse including the exercise equipment.

**“Guest” or “Guests”** – shall mean any Non-Resident who is invited and accompanied for the day by a Patron to participate in the use of the Amenity Facilities.

**“Homeowner”** – shall mean any person(s) or entity owning property within the District.

**“Non-Resident”** – shall mean any person or persons that do not own property within the District.

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

**“Parks”** – shall mean any and all designated park areas owned and maintained by the District.

**“Patron” or “Patrons”** – shall mean any person lawfully on the premises abiding by and in accordance with all District rules, including these Rules and Rates for all Amenity Facilities.

**“Playgrounds”** – shall mean all areas owned and maintained by the District that include any playground equipment.

**“Pool” or “Pool Area”** – shall mean the Monarch Pool and the swimming pool adjacent to the Clubhouse, including the respective pool deck areas and splash pad area.

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

**“Service Animal”** – shall mean animals meeting the definition provided for under Section 413.08(1)(d), Florida Statutes (F.S.), as may be amended.

**“Sports Courts”** – shall mean the basketball court, tennis court, and volleyball court owned and maintained by the District.

## **II. ANNUAL USER FEE STRUCTURE**

The annual user fee for persons not owning property within the District is \$1,492.00 per family which may be reviewed each year in conjunction with the adoption of the annual Fiscal Year budgets for the District. This fee will cover membership and privileges to use all Amenity Facilities for one (1) full year from the date of receipt of payment by the District. This fee must be paid in full at the time of the completion of the Non-Resident Member application. Each subsequent annual membership fee shall be paid in full on the anniversary date of application for membership. 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; such increase may not exceed ten percent (10%) per year. This membership is not available for commercial purposes.

## **III. FACILITY ACCESS CARDS**

Two (2) Facility Access Cards are to be issued with the purchase of a residential unit in the District or when an Annual User Fee is paid in full; additional cards will be provided for family members sixteen (16) years of age and older at a cost of \$10.00 each. There is a \$10.00 charge

to replace any lost or stolen cards. Should a Homeowner assign membership privileges to a Renter, that Renter will be required to purchase access cards at a cost of \$10.00 each to use during the term of the lease. An Access Card issued to a Renter will expire on the same date the lease expires, unless notice of the lease renewal is provided to the District. All Patrons will be required to sign an Amenity Facilities registration form upon receiving their access card.

Access cards must be displayed at all times when using the Amenity Facilities.

#### **IV. HOMEOWNER ASSIGNMENT & RENTER'S PRIVILEGES**

- (1) Homeowners who rent out or lease out their residential unit(s) in the District shall have the right to assign the Renter of their residential unit(s) as the beneficial users of the Homeowner's membership privileges for purposes of Amenity Facilities use. Homeowner may assign his/her membership privileges in the rental agreement or a separate document, however, written proof acknowledging the assignment shall be necessary before Access Cards may be issued. A Homeowner that assigns the membership privileges associated with any lot in the community is surrendering his/her rights for the full term of the lease period to the Renter. Homeowner privileges shall be reinstated to the Homeowner upon expiration of the lease or proof that the lease has been terminated, provided, however, that Homeowner shall be responsible for all fees to obtain new Access Card(s).
- (2) In order for the Renter to be entitled to use the Amenity Facilities, the Renter must acquire a membership with respect to the residence which is being rented or leased. A Renter who is designated as the beneficial user of the Homeowner's membership shall be entitled to the same rights and privileges to use the Amenity Facilities as the Homeowner.
- (3) During the period when a Renter is designated as the beneficial user of the membership, the Homeowner shall not be entitled to use the Amenity Facilities with respect to that membership.
- (4) Homeowners shall be responsible for all damages caused by the Renter to any Amenity Facilities or charges incurred by their Renters which remain unpaid after the customary billing and collection procedure established by the District. Homeowners 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.

#### **V. GUEST POLICY**

- (1) **All Pools** – Patrons under the age of eighteen (18) are not permitted to bring any Guests. Patrons eighteen (18) years of age or older are permitted to bring two (2) Guests each.



- (2) **Fitness Center** – One (1) Guest per Patron eighteen (18) years of age or older is allowed in the Fitness Center during non-peak usage times only. Patrons may bring a trainer to the Fitness Center for personal training sessions. At no time shall the maximum capacity for the Fitness Center be exceeded. If maximum capacity is reached, priority will be given to Patrons.
- (3) Patrons ages sixteen (16) years of age and older are permitted to bring one (1) Guest to all other Amenity Facilities except the Pools or Fitness Center. That Guest must be sixteen (16) years of age or older and have proper identification to verify age when being accompanied by a Patron sixteen (16) years of age or older.
- (4) Guests must be accompanied by a Patron when using any Amenity Facility. Patron will be responsible for any damages caused by Guests while using the Amenity Facilities.

## **VI. GENERAL AMENITY FACILITY PROVISIONS**

- (1) The Board reserves the right to amend, modify, or delete, in part or in their entirety, these Rules and Policies when necessary, at a duly-noticed Board meeting, and will notify the Patrons of any changes. 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.
- (2) All Patrons must have their assigned access card upon entering the amenities. Cards are only to be used by the Patron they are issued to.
- (3) Children under sixteen (16) years of age must be accompanied by an adult Patron aged eighteen (18) or older.
- (4) All hours of operation of Amenity Facilities will be established and published by the District. The Clubhouse Facilities will be closed on the following holidays: Easter, Thanksgiving Day, Christmas Day and New Year's Day. The Clubhouse Facilities may also have limited hours of operation or be closed on Christmas Eve and New Year's Eve with Board authorization.
- (5) Dogs and all other pets (with the exception of Service Animals) are not permitted at the Clubhouse and pool area. Where Service Animals are permitted on the grounds, they must be leashed. Patrons are responsible for picking up after all pets as a courtesy to residents and in accordance with the law.
- (6) Alcoholic beverages shall not be served or sold, nor permitted to be consumed on the Amenity Facilities premises unless at pre-approved private parties at designated Amenity Facilities listed in this policy manual. Alcoholic beverages may also be served at District pre-approved special events.
- (7) 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.

- (8) Fireworks of any kind are not permitted anywhere on the Amenity Facilities or adjacent areas.
- (9) Only District employees and staff are allowed in the service areas of the Amenity Facilities.
- (10) The Board of Supervisors (as an entity) and the District Manager, the Amenity Manager and its staff shall have full authority to enforce these policies.
- (11) Smoking is not permitted anywhere in the Amenity Facilities, except in designated areas.
- (12) Guests must be accompanied by a Patron while using the Amenities.
- (13) Patrons must present their Access Cards when requested by staff at any Amenity Facility.
- (14) All Patrons must use their card for entrance to the Amenity Facility. All lost or stolen access cards should be reported immediately to the Amenity Center Manager. There will be a \$10.00 replacement card fee.
- (15) Disregard for any Amenity Facilities rules or policies may result in expulsion from the facility and/or loss of Amenity Center privileges in accordance with the procedures set forth herein.
- (16) Patrons and their Guests shall treat all staff members with courtesy and respect.
- (17) Golf carts, off-road bikes/vehicles (including ATV's), and motorized scooters are prohibited on all property owned, maintained, and operated by the District or at any of the Amenities within District unless they are owned by the District.
- (18) Skateboarding is not allowed on any Amenity Facilities.
- (19) Commercial advertisements shall not be posted or circulated in the Amenity Facilities. Petitions, posters or promotional material shall not be originated, solicited, circulated or posted on Amenity Facilities property unless approved by the Amenity Manager.
- (20) The Amenity Facilities shall not be used for commercial purposes without written permission from the Amenity Manager and the District Manager. The term "commercial purposes" shall mean those activities which involve, in any way, the provision of goods or services for compensation.
- (21) Firearms or any other weapons are not permitted in any of the Amenity Facilities.
- (22) 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. The Amenity Manager also has the right to authorize management-sponsored events and programs to better serve the Patrons, and to reserve any Amenity Facility for said events (if the schedule permits) and to collect revenue for those services provided. This includes, but is not limited to, various athletic events and programs, and children's programs, social events, etc. Should the District be entitled to any of these revenues

based on its established rental or usage fees, the Amenity Manager will ensure the District is compensated accordingly.

- (23) There is no trespassing allowed in all designated wetland conservation and/or mitigation areas located on District property. Trespasser will be reported to the local authorities.
- (24) 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.
- (25) 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.
- (26) Various areas of all Amenity Facilities are under twenty-four (24) hour video surveillance.
- (27) Outdoor grilling is prohibited at all Amenity Facilities unless at a District pre-approved special event or in a designated area.
- (28) Inflatable equipment, such as bounce houses, is not permitted at the Amenity Facilities unless specifically authorized by the District. Only commercial bounce houses shall be permitted with proof of appropriate insurance coverage.
- (29) Any vendor using CDD facilities for a private business (swim lessons, Zumba, etc.) must adhere to a vendor agreement with the District and must limit Covington Park non-residents to 50% of paying clients as a guest to any CDD facility.

## **VII. DAMAGE TO PROPERTY OR PERSONAL INJURY**

Each Patron and each Guest as a condition of invitation to the premises of the Amenity Facility 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 Facility.

No person shall remove from the room in which it is placed or from the Amenity Facilities' premises any property or furniture belonging to the District or its contractors without proper authorization. Amenity Facilities Patrons shall be liable for any property damage and/or personal injury at the Amenity Facilities, or at any activity or function operated, organized, arranged or sponsored by the District or its contractors, caused by the member, any Guests or any 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 or personal injury.

Any Patron, Guest or other person who, in any manner, makes use of or accepts the use of any apparatus, appliance, facility, privilege or service whatsoever owned, leased or operated by the District or its contractors, or who engages in any contest, game, function, exercise, competition or other activity operated, organized, arranged or sponsored by the District, either on or off the

Amenity Facilities' premises, shall do so at his or her own risk, and shall hold the Amenity Facility, the District, the Board of Supervisors, District employees, District representatives, District contractors, District agents, harmless for any and all loss, cost, claim, injury damage or liability sustained or incurred by him or her, resulting there from and/or from any act of omission of the District, or their respective operators, Supervisors, employees, representatives, contractors, or agents. Any Patron shall have, owe, and perform the same obligation to the District and their respective operators, Supervisors, employees, representative, contractors, and agents hereunder in respect to any loss, cost, claim, injury, damage or liability sustained or incurred by any Guest or family member of such Patron.

| Should any party bound by these Policies bring suit against the District, the Board of Supervisors or staff, agents or employees of the District, any Amenity Facility operator or ~~it's~~<sup>sits</sup> 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 Facility operator, 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).

## VIII. GENERAL AMENITY FACILITY USAGE POLICY

All Patrons and Guests using the Amenity Facilities are required to conduct themselves in a responsible, courteous and safe manner in compliance with all policies and rules of the District governing the Amenity Facilities. Violation of the District's Policies and/or misuse or destruction of Amenity Facility equipment may result in the suspension or termination of District Amenity Facility privileges with respect to the offending Patron or Guest. The District may pursue further legal action and restitution in regards to destruction of Amenity Facility property or equipment.

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

**Emergencies:** Call 911. After contacting 911, all emergencies and injuries occurring on the Amenity Facilities must be reported to the Amenity Staff and the office of the District Manager ~~(813) 933-5571~~.

*Persons using the Amenity Facilities do so at their own risk. Amenity Manager's 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.*

## IX. GENERAL RULES FOR ALL POOLS

- (1) There shall be posted signage as follows:

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

- (2) All Patrons must use their assigned Access Card to enter the pool area. At any given time, a family may accompany a maximum of two (2) Guests per adult Patron to the swimming pools.
- (3) Children under sixteen (16) years of age must be accompanied by an adult Patron at all times for usage of the pool facilities.
- (4) Amplified sound is not permitted unless specifically authorized by the District. Audio playing devices are not permitted unless they are personal units equipped with headphones.
- (5) Swimming is permitted only during designated hours, as posted at the Pool. Swimming after dusk is prohibited by the Florida Department of Health. During the posted hours Patrons swim at ~~your~~their own risk while adhering to swimming pool rules. The Pools may be closed at any time due to weather conditions.

- (6) Showers are required before entering the pools.
- (7) Glass containers are not permitted in the pool area.
- (8) Alcoholic beverages are not permitted in the pool area.
- (9) No jumping, pushing, running or other horseplay is allowed in the pool or on the pool deck area.
- (10) Children under three (3) years of age, and those who are not reliably toilet trained, must wear swim diapers, as well as a swim suit over the swim diaper, to reduce the health risks associated with human waste in the swimming pool/deck area.
- (11) Play equipment, such as floats, rafts, snorkels, dive sticks, and flotation devices must meet with Amenity Staff approval prior to use. The facility reserves the right to discontinue usage of such play equipment during times of peak or scheduled activity at the pool, or if the equipment provides a safety concern.
- (12) Diving is strictly prohibited at all pools, with the exception of Swim Team competitions pre-approved by the Board of Supervisors.
- (13) Swimming Pool hours will be posted. Pool availability may be limited or rotated in order to facilitate maintenance of the facility. Depending upon usage, the pool may be closed for various periods of time to facilitate maintenance and to maintain health code regulations.
- (14) Any person swimming during non-posted swimming hours may be suspended from using the facility and possibly all the facilities.
- (15) Proper swim attire must be worn in the pool; no jeans or cutoffs will be allowed.
- (16) No food (including chewing gum) is permitted in the pool or on the pool deck area. Food is only allowed under the covered area where the tables are located.
- (17) The changing of diapers or clothes is not allowed in the pool area or on the tables.
- (18) No one shall pollute or contaminate the pool. If contamination occurs, the pool will be closed for such time as necessary to comply with Health codes and the water will be shocked with chlorine to kill the bacteria. Anyone who does pollute or contaminate the pool is liable for any costs incurred in treating and reopening the pool and will be subject to suspension of privileges.
- (19) Remote controlled water craft are not allowed in the pool area.
- (20) Pool entrances must be kept clear at all times.
- (21) No swinging on ladders, fences, or railings is allowed.
- (22) Pool furniture is not to be removed from the pool area.

- (23) Loud, profane, or abusive language is absolutely prohibited.
- (24) No physical or verbal abuse will be tolerated.
- (25) Chemicals used in the pool may affect certain hair or fabric colors. The District is not responsible for these effects.
- (26) Animals (with the exception of Service Animals), bicycles, skateboards, roller blades, and scooters are not permitted in the Pools or on the pool deck area inside the pool gates at any time.
- (27) The Amenity Staff reserves the right to authorize all programs and activities, with regard to the number of Guest participants, equipment, supplies, usage, etc., conducted at the pool, including Swim Lessons, Aquatic/Recreational Programs and Home Owner's Association Sponsored Events.
- (28) Aquatic Toy and Recreational Flotation Device Policy
- Aquatic toys and equipment are not permitted in the Pool. Prohibited items include, but are not limited to, rafts, kickboards, inner tubes, scuba gear, swim fins, balls, Frisbees, inflatable objects, or other similar water play items.
  - Exceptions are Coast Guard approved personal flotation devices, kickboards for lap swimming/swim classes, masks, goggles, water wings, and water toys for organized special events.
  - Amenity Staff shall have final authority regarding the use of any and all aquatic toys and recreational flotation devices at the Pools.
- (29) Splash Pad Policy
- No food or beverages are permitted on the Splash Pad.
  - No glass is permitted on or near the Splash Pad.
  - No animals (other than Service Animals) are permitted on or near the Splash Pad.
  - Swallowing of fountain water is strictly prohibited.
  - Children under three (3) years of age, and those who are not reliably toilet trained, must wear swim diapers, as well as a swim suit over the swim diaper, to reduce the health risks associated with human waste in the Splash Pad area.
  - All children must be supervised by an adult Patron, at least eighteen (18) years of age, at all times on the Splash Pad.
  - All persons using the Splash Pad shall conduct themselves in a courteous, safe, and family-friendly manner.
  - The Splash Pad may be closed at any time due to weather conditions or for maintenance.

## **X. FITNESS CENTER POLICIES**

All Patrons and Guests using the Fitness Center 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. Disregard or violation of the District's policies and rules and misuse or destruction of Fitness Center equipment may result in the suspension or termination of Fitness Center privileges. The District may pursue further legal action and restitution in regards to destruction of Amenity Facility property or equipment.

**Please note the Fitness Center is an unattended Amenity Facility. Persons using this Amenity Facility do so at their own risk. Staff is not present to provide Personal Training or Exercise Consultation to Patrons or Guests. Persons interested in using the Fitness Center are encouraged to consult with a physician prior to commencing a fitness program.**

- (1) **Hours:** The Fitness Center is open for use by Patrons during normal operating hours to be established and posted by the District.
- (2) **Emergencies:** All emergencies and injuries must be reported to the Amenity Staff as well as the District Manager ~~at (813) 933-5571~~.
- (3) **Eligible Users:** Patrons and Guests sixteen (16) years of age and older are permitted to use the Fitness Center during designated operating hours. No one under the age of sixteen (16) is allowed in the Fitness Center at any time. Patron and Guest must provide proof of age if requested by Staff to use the Fitness Center.
- (4) **Guest Policy:** Refer to guest policy at Section V.
- (5) **Food and Beverage:** Food (including chewing gum) is not permitted within the Fitness Center. Beverages, however, are permitted in the Fitness Center if contained in non-breakable containers with screw top or sealed lids. Alcoholic beverages are not permitted.
- (6) **Proper Attire:** Appropriate clothing and athletic footwear (covering the entire foot) must be worn at all times in the Fitness Center. Appropriate clothing includes t-shirts, tank tops, shorts (no jeans), and/or sweat suits (no swimsuits).
- (7) **General Policies:**
  - Each individual is responsible for wiping off fitness equipment after use.
  - Use of personal trainers is not permitted in the Fitness Center unless pre-approved by the District.
  - Hand chalk is not permitted to be used in the Fitness Center.
  - Amplified sound is not permitted. Audio playing devices are not permitted unless they are personal units equipped with headphones.
  - Weights or other fitness equipment may not be removed from the Fitness Center.
  - Please limit use of cardiovascular equipment to thirty (30) minutes and step aside between multiple sets on weight equipment if other persons are waiting.
  - Please replace weights to their proper location after use.
  - 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.



- Any fitness program operated, established, and run by Amenity Staff may have priority over other users of the Fitness Center.

## XI. SPORTS COURTS FACILITY POLICIES

All Patrons and Guests using the Sports Courts 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. Disregard or violation of the District's policies and rules and misuse or destruction of Facility equipment may result in the suspension or termination of Facility privileges. The District may pursue further legal action and restitution in regards to destruction of Amenity Facility property or equipment. Guests may use the Sports Courts if accompanied by an adult Patron.

**Please note that the Sports Courts are unattended Amenity Facilities and persons using these Amenity Facilities do so at their own risk. Persons interested in using these Amenity Facilities are encouraged to consult with a physician prior to use.**

- (1) **Hours:** The Sports Courts are available for use by Patrons during normal operating hours which are posted. The Sports Courts may not be rented, and are available on a first come first serve basis.
- (2) **Emergencies:** All emergencies and injuries must be reported to the Amenity Staff as well as the District Manager at (813) 933-5571.
- (3) **Proper Attire:** Proper athletic shoes and attire are required at all times while on the Sports Courts. Proper attire shall consist of athletic shoes, shirts, and shorts or athletic pants.

### ***Basketball Court Rules:***

- The Basketball Court is open from 8:00am-10:00 pm, Monday ~~thru~~through Sunday.
- The Basketball Court is for the play of Basketball only. Pets, roller blades, bikes, skates, skateboards, and scooters are prohibited at the facility.
- Beverages are permitted at the Basketball Court if contained in non-breakable containers with screw top or sealed lids. No glass containers are permitted on the Basketball Court.
- Alcoholic beverages are not permitted on the Basketball Court.
- Anyone under the age of sixteen (16) is not allowed to use the Basketball Court unless accompanied by an adult Patron.
- The Basketball Court is available on a first-come, first-served basis. It is recommended that persons desiring to use the Basketball Court check with the Amenity Staff to verify availability in case they are reserved for programs or closed for maintenance.
- Use of the Basketball Court is limited to one (1) hour when others are waiting.

- Proper Basketball etiquette shall be adhered to at all times. The use of profanity or disruptive behavior is prohibited.
- Persons using the Basketball Court must supply their own equipment.
- Persons using the Basketball Court shall clean up the court and surrounding area after use.

### ***Volleyball Court Rules:***

- ~~The Volleyball Court is open from 8:00am-10:00 pm, Monday thru Sunday.~~
- ~~The Volleyball Court is for the play of Volleyball only. Pets, roller blades, bikes, skates, skateboards, and scooters are prohibited at the facility.~~
- ~~Beverages are permitted at the Volleyball Court if contained in non-breakable containers with screw top or sealed lids. No glass containers are permitted on the Volleyball Court.~~
- ~~Alcoholic beverages are not permitted on the Volleyball Court.~~
- ~~Anyone under the age of sixteen (16) is not allowed to use the Volleyball Court unless accompanied by an adult Patron.~~
- ~~The Volleyball Court is available on a first-come, first-served basis. It is recommended that persons desiring to use the Volleyball Court check with the Amenity Staff to verify availability in case they are reserved for programs or closed for maintenance.~~
- ~~Use of the Volleyball Court is limited to one (1) hour when others are waiting.~~
- ~~Proper Volleyball etiquette shall be adhered to at all times. The use of profanity or disruptive behavior is prohibited.~~
- ~~Persons using the Volleyball Court must supply their own equipment.~~
- ~~Persons using the Volleyball Court shall clean up the court and surrounding area after use.~~

### ***Tennis Court Rules***

- The Tennis Court is open from 8:00am-10:00 pm, Monday ~~thru~~through Sunday.
- The Tennis Court is for the play of tennis only. Pets, roller blades, bikes, skates, skateboards, and scooters are prohibited at the facility.
- Beverages are permitted at the Tennis Court if contained in non-breakable containers with screw top or sealed lids. No glass containers are permitted on the Tennis Court.
- Alcoholic beverages are not permitted on the Tennis Court.
- Anyone under the age of sixteen (16) is not allowed to use the Tennis Court unless accompanied by an adult Patron.
- The Tennis Court is available on a first-come, first-served basis, unless otherwise programmed by the District. Schedules of District tennis programs will be posted. It is recommended that persons desiring to use the Tennis Court check with the Amenity Staff to verify availability in case they are reserved for programs or closed for maintenance.
- Use of the Tennis Court is limited to one (1) hour when others are waiting.

- Proper Tennis etiquette shall be adhered to at all times. The use of profanity or disruptive behavior is prohibited.
- Proper Tennis attire is required.
- Persons using the Tennis Court must supply their own equipment.
- Persons using the Tennis Court shall clean up the court and surrounding area after use.

## **XII. PARK, PLAYGROUND, AND OTHER FACILITY POLICIES**

### ***Playground and Park Rules***

- Patrons and Guests may use the Playgrounds and Parks at their own risk and must comply with all posted signage. Playground and Parks are not staffed by the District.
- Children under the age of twelve (12) must be accompanied by an adult Patron in Playgrounds and Parks.
- No roughhousing is permitted in the Playgrounds or Parks.
- Persons using the Playgrounds and Parks must clean up all food, beverages and miscellaneous trash brought to the Playground or Park.
- Glass containers are prohibited in Playgrounds and Parks.
- The use of profanity or disruptive behavior is absolutely prohibited in Playgrounds and Parks.
- Alcoholic beverages are not permitted in the Playgrounds or Parks.
- Playground hours are dawn to dusk, Monday ~~thru~~through Sunday.

### ***Dog Park Policies***

- **General.** The Dog Park is to be used exclusively for the enjoyment of canines with their owners.
- **Use at Own Risk.** Patrons and Guests may use the Dog Park at their own risk and must comply with all posted signage. The Dog Park is not staffed by the District. The District is not responsible for any injuries to visiting dogs, their owners, or others using the Dog Park.
- **Hours of Operation.** The Dog Park hours are from dawn to dusk.
- **Supervision of Children.** Supervision by an adult Patron, at least eighteen (18) years of age, is required for children under the age of twelve (12) years while using the Dog Park. Children must remain in the sight of the supervising adult Patron at all times.
- **Shoes.** Proper footwear is required for Patrons and Guests while using the Dog Park.
- **Equipment.** Equipment in the Dog Park shall only be used for its intended purpose. Misuse or destruction of the equipment or any District property in the Dog Park is prohibited.
- **Food.** People food is prohibited in the Dog Park.
- **Clean-up.** Patrons and Guests are responsible for clean-up of any items brought by them to the Dog Park.

- **Glass Containers.** No glass containers are permitted in the Dog Park.
- **Dogs and Use of Dog Park.**
  - Patrons and Guests using the Dog Park are responsible for the actions of their dogs.
  - Dog feces shall be picked up and disposed of by Patron/Guest.
  - Dogs using the Dog Park must wear current license tag and have a current rabies vaccination.
  - Dogs must be leashed when entering and leaving the Dog Park.
  - Patrons and Guests using the Dog Park must be present, with leash, and in view of their dog at all times.
  - Dogs shall be under voice control of Patron/Guest at all times.
  - Aggressive dogs will not be allowed to remain in the Dog Park.
  - Dogs in heat are prohibited from using the Dog Park.
  - Patron/Guest shall immediately fill in any holes dug by their dog.
- **Emergencies.** All emergencies and injuries must be reported to Amenity Staff immediately.

### ***Pond Fishing and Swimming Rules***

Patrons may fish from ponds located within the District. Patrons shall only access the District's Ponds through the proper access points. The District operates under a catch and release policy for all fish caught in the Ponds. The District's Ponds serve as storm water management purposes and persons are strictly prohibited from keeping or consuming any fish caught in a District Pond. The purpose of these bodies of water is to help facilitate the District's natural water system for stormwater runoff.

- Swimming is prohibited in all ponds on District property.
- No watercrafts of any kind are allowed in any of the ponds on District property unless required for maintenance and specifically authorized by the District.
- Parking along the county right of way or on any grassed area near the ponds is prohibited. It is recommended that residents wishing to fish in the ponds walk or ride bicycles.
- Continued violation of this policy will result in the immediate reporting to local law enforcement authorities.

## **XIII. FACILITY RENTAL POLICIES COVINGTON PARK CLUBHOUSE**

Patrons may reserve the Event Room in the Clubhouse for private events. The Event Room is available for rental during regular hours of operation and reservations may not be made more than six (6) months prior to the event. Persons interested in doing so should contact the

Amenity Manager regarding the anticipated date and time of the event to determine availability. Please note that the Event Room is unavailable for private events on the following holidays:

New Year's Day  
Easter Sunday  
Memorial Day  
July 4<sup>th</sup>  
New Year's Eve

Labor Day  
Thanksgiving  
Christmas Eve  
Christmas Day

**The Pools and pool deck areas are not available for private rental and shall remain open to other Patrons and their Guests during normal operating hours.**

**The Patron renting the Event Room shall be responsible for any and all damage and expenses arising from the event.**

**\*Reservations:** Patrons interested in reserving the Event Room must submit to the Amenity Manager a completed Facility Rental Application. At the time of approval, the fees associated with the rental **must** be submitted to the Amenity Manager in order to reserve the room. One payment should be in the amount of the room rental fee and the other payment should be in the amount of One Hundred Fifty Dollars (\$150.00) as a deposit. All checks and money orders are made payable to the **Covington Park Community Development District**. The Amenity Manager will review the Facility Rental Application on a case-by-case basis and has the authority to reasonably deny a request. Denial of a request may be appealed to the District's Board of Supervisors for consideration. Reservations for Charity Events must be made at least thirty (30) days in advance of event and are contingent on District Board approval. Exceptions may be granted at the Board's discretion.

**Available Facilities:** The Event Room is available for private rental for up to a maximum of ~~ten~~ nine (9) hours for a full term rental or ~~five-four~~ (54) total hours for a half term rental, including set up and post-event cleanup.

**Event Room at Covington Park Clubhouse;**

**Fifty (50) Person Capacity**

**Full Term:**

**12:00pm to 9:00pm, \$~~125~~170.00**

**Half Term:**

**12:00pm to 4:00pm, \$~~50~~75.00**

**5:00pm to 9:00pm, \$75.00**

Any portion of an hour in excess of the authorized rental term will be charged at a rate of an additional \$20.00 per hour.

**Staffing:** One (1) staff person is required to be on duty on the District premises during the Event Room Rental.

**Deposit:** A deposit in the amount of One Hundred Fifty Dollars (\$150.00) is required at the time the reservation is approved. To receive a full refund of the deposit, the following must be completed timely by the Patron reserving the Event Room:

- Patron listed on Facility Rental Application shall be present for the duration of the rental.
- Ensure that all garbage is removed and placed in the dumpster.
- Remove all displays, favors or remnants of the event.
- Restore the furniture and other items to their original position.
- Wipe off counters, table tops, chairs and sink area.
- Replace garbage liner.
- Clean out and wipe down the refrigerator, microwave, oven, and all cabinets and appliances used.
- Clean any windows, doors, and mirrors in the Event Room.
- Sweep and mop floor.
- Ensure that no damage has occurred to the Clubhouse or to District property.

**General Rules:**

- Patron reserving the Event Room is responsible for ensuring that their guests for the event adhere to the policies set forth herein.
- Rental fees and deposits 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; such increase may not exceed ten percent (10%) per year.
- The volume of live or recorded music must not violate applicable Hillsborough County Noise Ordinances.

Each organization, group or individual reserving the use of the Event Room agrees to indemnify and hold harmless the District, and the District's officers, agents 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 Event Room.

## **XIV. SUSPENSION AND TERMINATION OF ~~ADULT~~ PRIVILEGES & APPEAL PROVISIONS**

~~(1) Privileges at the Amenity Facilities can be subject to suspension or termination by the Board of Supervisors if a Patron:~~

- ~~• Submits false information on the application for an access card.~~
- ~~• Permits unauthorized use of an access card.~~
- ~~• Exhibits unsatisfactory behavior or appearance.~~
- ~~• Fails to abide by the Rules and Policies established for the use of facilities.~~
- ~~• Treats the personnel or employees of the facilities in an unreasonable or abusive manner.~~
- ~~• Engages in conduct that is improper or likely to endanger the welfare, safety or reputation of the facility or Staff.~~

- 
- (2) ~~Management may at any time restrict or suspend any Patron's privileges to use any or all the Amenity Facilities when such action is necessary to protect the health, safety and welfare of other Patrons and their Guests, or to protect the District's facilities from damage.~~
- (3) ~~The District shall follow the process below in regards to Suspension or Termination of an Adult Patrons privileges:~~
- ~~a. First Offense — Verbal warning by staff of violations which shall be recorded by staff and kept on file in the Resident Services Office.~~
  - ~~b. Second Offense — Written warning by staff of continued violations signed by Patron and held on file in the Resident Services Office.~~
  - ~~c. Third Offense — Written notice of violation and suspension to the Patron and automatic suspension of all amenity privileges for thirty (30) days. Written report of the incident is filed in the Resident Services Office.~~
  - ~~d. Fourth Offense — Written notice of violation and suspension of all amenity privileges for one hundred eighty (180) days.~~
- (4) ~~Criminal Activity Suspension: At any time that an adult Patron is arrested for an act committed, or allegedly committed, while on the premises at any District Facility, that adult Patron shall have all amenity privileges suspended. That adult patron may appeal the suspension by filing with the District a written request to be heard on the matter and paying a \$50.00 filing fee. The request of the patron shall be placed on the agenda and heard at the next Board of Supervisors meeting. At the Board meeting, the Patron shall be provided reasonable time not to exceed 15 minutes to present his/her case, evidence and witnesses and the Board will be presented with the available facts surrounding the arrest and may make inquiry into the facts or any witness. Upon the conclusion of hearing the evidence, the Board may reinstate the privileges or suspend the Patron's privileges for up to one (1) calendar year (or some shorter amount of time at the Board's discretion). The filing fee may be reimbursed only upon a vote by the Board.~~
- (5) ~~Rule Violation Suspension: At any time that an adult Patron's amenity privileges are suspended, said Patron may appeal the suspension in the same manner as described above.~~



## **XV. ~~SUSPENSION AND TERMINATION OF MINOR PRIVILEGES~~**

- ~~(1) At the discretion of Amenity Facilities Staff, Minors (*Minor: any person under the age of eighteen (18)*), who violate the rules and policies may be expelled from the facilities for one (1) day. Upon such expulsion, a written report shall be prepared detailing the name of the child, the prohibited act committed and the date and a copy thereof mailed to the parent or guardian of such child(ren). This report will be kept on file at the Resident Services Office.~~
- ~~(2) Any Minor who is expelled from the facilities three (3) times in a one year period, shall have their Amenity Facilities privileges suspended for one (1) calendar year from the date of the third offense. Notice of the suspension shall be mailed to the parent or guardian of such child(ren).~~
- ~~(3) Criminal Activity Suspension: At any time that a minor adult Patron is arrested for an act committed, or allegedly committed, while on the premises at any District Facility, that minor Patron shall have all amenity privileges suspended. That minor Patron's parent or guardian may appeal the suspension by filing with the District a written request to be heard on the matter and paying a \$50.00 filing fee. The request shall be placed on the agenda and heard at the next Board of Supervisors meeting. At the Board meeting, the minor Patron's parent or guardian shall be provided reasonable time not to exceed 15 minutes to present his/her case, evidence and witnesses and the Board will be presented with the available facts surrounding the arrest and may make inquiry into the facts or any witness. Upon the conclusion of hearing the evidence, the Board may reinstate the privileges or suspend the minor Patron's privileges for up to one (1) calendar year (or some shorter amount of time at the Board's discretion). The filing fee may be reimbursed only upon a vote by the Board.~~

~~Rule Violation Suspension: At any time that a minor Patron's amenity privileges are suspended for any reason, said parent or guardian Patron may appeal the suspension in the same manner as described above.~~

The District must protect the rights and privileges of rule-abiding Patrons, and inappropriate behavior will not be accepted. All Patrons and Guests are responsible for compliance with these Rules and Rates for All Amenity Facilities (the "Rules"), which are established for the safe operations of the Amenity Facilities. The following policies address disciplinary and enforcement matters relating to the use of the District's Amenity Facilities

1. **General Rule.** All persons using the Amenity Facilities and entering District properties are responsible for compliance with the Rules.

2. **Access Card.** Access Cards are the property of the District. The District may request surrender of, or may deactivate, a person's Access Card for violation of the Rules.

3. **Suspension and Termination of Rights.** The District, through its

Board, District Manager, or Amenity Manager shall have the right to restrict or suspend, and after a hearing as set forth herein, terminate the Amenity Facilities access of any Patron and members of their household or Guests to use all or a portion of the Amenity Facilities for any of the following acts (each, a “Violation”):

- a. Submitting false information on any application for use of the Amenity Facilities;
- b. Failing to abide by the terms of a Facility Rental Application;
- c. Permitting the unauthorized use of an Access Card or otherwise facilitating or allowing unauthorized use of the Amenity Facilities;
- 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 the Rules;
- g. Treating the District’s Amenity Staff, contractors, representatives, residents, 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 Amenity Staff, contractors, representatives, residents, 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 Amenity Staff, contractors, representatives, residents, Patrons or Guests are likely endangered;
- l. Engaging in another Violation after a verbal warning has been given by Amenity Staff (which verbal warning is not required); or
- m. Such person’s Guest or a member of their household committing any of the above Violations.

Termination of access to the Amenity Facilities 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 Amenity Staff, contractors, representatives, residents, Patrons or Guests. The Board, in its sole discretion and upon motion of any Board member, may vote to rescind a termination of access to the Amenity Facilities.

4. **Authority of District Manager and Amenity Manager.** The District Manager or the Amenity Manager, or their respective designee, has the ability to remove any person from one or all Amenity Facilities if a Violation occurs or, if in his/her reasonable discretion, it is the District’s best interests to do so. The District Manager or the Amenity Manager, or their respective designee, may each independently at any time restrict or suspend for cause or causes, including but not limited to those

Violations described above, any person's privileges to use any or all of the Amenity Facilities until the next regularly scheduled meeting of the Board of Supervisors that is at least eight (8) days after the initial suspension, as evidenced by the date of notice sent by certified or other mail service, or longer if such individual requests deferment of his or her right to due process. 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.

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 actual 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 Facilities access, any applicable legal action warranted by the circumstances, and/or any Property Damage Reimbursement (defined below).

4.6. **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 has charge 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 Facilities access, any applicable legal action warranted by the circumstances, and/or any Administrative Reimbursement.

7. **Initial Hearing by the Board; Administrative Reimbursement; Property Damage Reimbursement.**

a. If a person's Amenity Facilities privileges are suspended, as referenced in Section 4 herein, a hearing shall be held at the next regularly scheduled Board meeting that is at least eight (8) days after the initial suspension, as evidenced by the date of notice sent by certified or other mail service, or as soon thereafter as a Board meeting is held if the meeting referenced in the letter is canceled, during 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 the District Manager, Amenity 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 if they so choose. Any written materials should be submitted at least seven (7) days before the hearing for consideration by the Board. If the date of the suspension

is less than eight

(8) days before a Board meeting, the hearing may be scheduled for the following Board meeting at the discretion of the person subject to the suspension.

b. The person subject to the suspension may request an extension of the hearing date to a future Board meeting, which shall be granted upon a showing of good cause, but such extension shall not stay the suspension.

c. After the presentations by the Amenity 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.

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

e. 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.

f. 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.

8. **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 3 herein. In such circumstance, a letter shall be sent to the person suspended which contains all the information required by Section 4, and the hearing shall be conducted in accordance with Section 7 herein.

9. **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 associated with an address within the District until such time as the outstanding amounts are paid.

10. **Appeal of Board Suspension.** After the hearing held by the Board required by Section 7, a person subject to a suspension or termination may appeal the suspension or termination, or the assessment or amount of an Administrative Reimbursement 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 7(f), herein. Filing of an Appeal Request will be perfected and deemed to have occurred upon receipt by the District. Failure to timely 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.

**211. 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 the Amenity Facilities, 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 Amenity Facilities after expiration of a suspension imposed by the District.

## **XVI. INDEMNIFICATION**

Each organization, group or individual reserving the use of the District’s Amenity Facilities agrees to indemnify and hold harmless the District and the Amenity Manager, and the respective officers, agents and employees of each, from any and all liability, claims, actions, suits or demands by and 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 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.

The District and its agents, employees and officers shall not be liable for, and the Homeowner, Renter or Non-Resident Member user shall release all claims for injury or damage to or loss of personal property or to the person, sustained by the user or any person claiming through the user resulting from any fire, accident, occurrence, theft or condition in or upon the District’s lands, premises and/or facilities.

## **XVII. NATURAL BUFFER AREAS POLICY STATEMENT**

The following is the policy statement of the District as it regards the natural tree protection, wetland and upland buffer areas that are scattered in large numbers throughout the Community. The policy statement is consistent with the policies of other governments including Hillsborough County and Southwest Florida Water Management District (SWFWMD) as it regards their natural, conservation tree protection and wetland conservation/preservation areas:

The natural areas are not intended to be maintained. These areas are to be left untouched to allow for nature to take its normal course. Vegetation that dies including, but not limited to trees are left to fulfill their role in nature's process.

Trees, within or immediately adjacent to these areas, that have died and appear to pose a threat of falling and damaging an abutting property owner's property may be addressed by the abutting property owner after securing permission to remedy the situation from the CDD and all required permits from all authorities having jurisdiction including Hillsborough County and SWFWMD. Such abutting property owner must initially contact the CDD for permission to address the removal or remediation of the threatening situation and shall then be responsible for any needed permitting or review by Hillsborough County and SWFWMD. Permitted trimming and/or removal, where warranted, shall be done at the expense of the abutting property owner. The goal is to minimize disturbance to these areas.

In the event that a tree does fall onto another's property, that property owner has the right to cut back or limb the tree as necessary to their individual property line. The rest of the tree is to be left as is. This would also pertain to normal maintenance, which would allow an owner to trim back any encroaching vegetation to their property line. No one is allowed to encroach into the natural areas for any reason, from maintenance to placement of personal property of any kind.

---

**The above policies were adopted by the Board of Supervisors for the Covington Park Community Development District per Resolution 2024-01 on November 27, 2023, at a duly noticed public meeting.**

---