

RESOLUTION NO. 2022-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF VERANO #2 COMMUNITY DEVELOPMENT ADOPTING RULES AND REGULATIONS FOR THE DISTRICT'S CLUBHOUSE AMENITY CENTER; PROVIDING FOR REPEAL OF CONFLICTING PROVISIONS; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE VERANO #2 COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. AUTHORITY FOR THIS RESOLUTION. This Resolution is adopted pursuant to Sections 120.54, 190.011(5), and 190.035, Florida Statutes.

SECTION 2. FINDINGS. The Board of Supervisors ("Board") of the Verano #2 Community Development District ("District") hereby finds and determines as follows:

A. The District is a local unit of special-purpose government of the State of Florida, organized and existing under and pursuant to Chapter 190, Florida Statutes, as amended.

B. The Board is authorized under Chapters 120 and 190, Florida Statutes, to adopt this Resolution as a Rule of the District.

C. The purpose of this Rule is to adopt Rules and Regulations establishing facility hours, policies, procedures, fees, rentals, charges, and regulations to govern operations of the District's Clubhouse Amenity Center.

D. This Rule is necessary to prescribe policies and regulations assuring the safe and efficient operation of the District's Clubhouse Amenity Center.

E. The Board held a public hearing on the Rule on November 18, 2021, after first publishing notice of such hearing in the manner required by Section 120.54, Florida Statutes.

SECTION 3. RULES AND REGULATIONS FOR THE VERANO #2 COMMUNITY DEVELOPMENT DISTRICT CLUBHOUSE AMENITY CENTER. The

Rules and Regulations of the Verano #2 Community Development District Clubhouse Amenity Center, as set forth in the attached Exhibit A, are hereby adopted as a Rule of the District.

SECTION 4. REPEAL OF CONFLICTING PROVISIONS. All resolutions and other actions taken by or on behalf of the Board and in conflict with the provisions of this Resolution are, to the extent of such conflict, superseded and repealed.

SECTION 5. EFFECTIVE DATE. This Rule shall become effective upon its approval by the Board of Supervisors of the District.

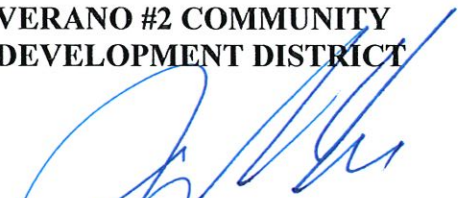
APPROVED AND ADOPTED in open public session of the Boards of the Districts this 18 day of November, 2021.

Attest:



Secretary/Assistant Secretary

**VERANO #2 COMMUNITY
DEVELOPMENT DISTRICT**

By: 

Print Name: John CSAPU
Chairman/Vice-Chairman
Board of Supervisors

EXHIBIT A

**Rules and Regulations for the Verano #2 Community
Development District Clubhouse Amenity Center**

VERANO #2
COMMUNITY DEVELOPMENT DISTRICT

Amenity Facility Policies

November 2021

DEFINITIONS

“Amenity Facility” or “Amenity Facilities” – shall mean the properties and areas owned by the District and intended for recreational use and shall include, but not specifically be limited to, the amenity center, together with their appurtenant facilities and areas.

“Amenity Facility Policies” or “Amenity Facilities Policies” – shall mean the District’s Amenity Facility Policies document(s), including without limitation, pool rules as amended from time to time.

“Amenity Manager” or “Amenity Staff” – shall mean the District Manager or that person or firm so designated by the District’s Board of Supervisors, including their employees.

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

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

“District” – shall mean the Verano #2 Community Development District.

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

“Key Card” – shall mean an electronic key card or fob distributed by the Amenity Manager or Amenity Staff to residents of the District to access the Amenity Facilities.

“Members” - shall mean Property Owners, Tenants, and Non-Resident Users of the Amenity Facilities.

“Non-Resident(s)” – shall mean any person or group of persons who are not a Resident(s) of the District.

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

“Non-Resident User Fee” – shall mean the fee established by the District for any person who is not a Resident and wishes to become a Non-Resident User of the Amenity Facilities. The amount of the Non-Resident User Fee set forth herein is subject to periodic change by Board action.

“Patron” or “Patrons” – shall mean Property Owners, Guests, Residents, Non-Resident Users, and Tenants who are eighteen (18) years of age and older and their immediate family members residing in the same unit within the District, who are obligated to use the Amenity Facilities in a lawful manner and in accordance with the Amenity Facility Policies.

“Property Owner” – shall mean that person or persons having fee simple ownership or legal title to land within the District.

“Resident” – shall mean any person, spouse or registered domestic partner of a person, and/or immediate family, including minor and/or dependent children, lawfully residing in a residence within the District.

“Tenant” – shall mean any tenant lawfully residing in a Property Owner’s home located within the District and pursuant to a valid rental or lease agreement.

AMENITY FACILITIES HOURS OF OPERATION

The Amenity Facilities hours of operation will be established and published by the District considering the season of the year and other circumstances. **Hours of operation are 8 am to Dusk.**

GENERAL AMENITY CENTER PROVISIONS

- (1) The Board reserves the right to amend or modify these policies when necessary and will notify Patrons of any changes.
- (2) The Board, Amenity Manager and Amenity Staff have full authority to enforce these policies.
- (3) Disregard for any of the Amenity Facility Policies may result in suspension of use of Amenity Facility privileges, as defined in the Suspension section below.
- (4) Patrons shall treat all Amenity Staff with courtesy and respect.
- (5) No Patron is allowed in the employee only service areas of the Amenity Facility.
- (6) Patrons must use their assigned Key to enter the Amenity Facilities.
- (7) Two facility Key fob will be issued by the Amenity Manager or Amenity Staff to the property-owning person or entity for free at the time they are closing upon their purchase of property within the District. Key fobs are limited to 2 (two) per household. Proof of property ownership may be required annually. All Patrons must use their Key fob for entrance to the Amenity Facilities. A Key fob should not be issued to Non-Residents unless they are a Non-Resident User.
- (8) Lost, Damaged or Stolen Key fob Fee. Residents, Tenants and Non-Residents will be charged (twenty-five) dollars (\$25.00) to obtain a new or replacement Key fob. Patrons must contact the Amenity Manager for instructions on how to obtain a replacement Key fob and to initiate the replacement process. Damaged Key fob must be mailed or delivered

to the Amenity Manager's office prior to obtaining a replacement. All lost or stolen Key fob will be permanently deactivated for security reasons.

- (9) Children under sixteen (16) years of age must be accompanied by a parent or adult Patron.
- (10) Alcoholic beverages shall not be served or sold at the Amenity Facilities.
- (11) Dogs and all other pets (with the exception of certified service animals) are not permitted on or at the Amenity Facilities. Where dogs are permitted on the grounds, they must be leashed. Patrons are responsible for picking up after all pets.
- (12) Vehicles must be parked in designated areas. Vehicles shall not be parked on grass lawns, or in any way that blocks the normal flow of traffic. Overnight parking for vehicles of any kind in the Clubhouse parking lot will be only be allowed with permission from the Amenity Manager or designated Amenity Staff.
- (13) Fireworks of any kind are not permitted anywhere at the Amenity Facilities or adjacent areas.
- (14) Smoking and the use of smokeless tobacco products, including e-cigarettes, are banned from all Amenity Facilities.
- (15) Except for designated parking areas, motorized off-road bikes, vehicles, scooters, and ATVs are prohibited on all property owned, maintained, and operated by the District, including the Amenity Facilities. Only motorized vehicles owned and operated by the District, if any, are permitted on District property.
- (16) Skateboarding is not allowed on any Amenity Facility property, including but not limited to: the amenity center, pool area, fields, playground area, parking lot, and sidewalks surrounding this area.

LOSS OR DESTRUCTION OF PROPERTY OR INSTANCES OF PERSONAL INJURY

Any Patron or other person who makes use of the Amenity Facilities for any purpose whatsoever does so at his or her own risk, and as a condition precedent to such use, waives any and all claims and holds the District, its officers, agents and employees harmless for any and all losses, costs, claims, injuries, damages or liability sustained or resulting from such use.

Patrons are solely responsible for personal property brought onto the Amenity Facilities. The District is not responsible for the loss or damage to any personal property used or brought onto the Amenity Facilities.

All Patrons 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 property or equipment may result in the Short-Term or Long-Term Suspension of Amenity Facility privileges with respect to the offending Patron, to be determined at the discretion of the Board. The District may pursue further legal action and restitution in regard to destruction of Amenity Facility property or equipment. No person shall remove from the room or the pool deck in which it is placed or from the Amenity Facilities any property or furniture belonging to the District or its contractors without proper authorization. Patrons shall be liable for any property damage and/or personal injury caused by them at the Amenity Facilities. The District reserves all legal and equitable remedies for losses due to property damage or personal injury.

INDEMNIFICATION

Each organization, group or individual using the Amenity Facilities shall indemnify and hold the District, and its officers, employees and agents harmless from any and all liability, claims, actions, suits or demands by any person, corporation or other entity, for injuries, death, and property damage of any nature, arising out of or in connection with the use of the Amenity Facilities and/or other District property, including attorneys' fees, litigation related costs, and appellate proceedings related 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 as a condition for use and access to the Amenity Facilities, the Patrons release all such parties from 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 Patron resulting from any fire, accident, occurrence, theft or condition in or upon the District's lands, premises and/or facilities.

GENERAL SWIMMING POOL

- (1) Patrons and Guests may only gain access to the pool area through the use of the Patron(s)' assigned Key fobs(s). At any given time, a Patron may accompany up to four (4) Guests at the swimming pool.
- (2) Each household may have up to 4 guests at any one time in recreational facilities. Children under 16 years of age may not be in pool area unless accompanied by an adult.
- (3) **No lifeguard is present in the pool area. Use of the pool is at your own risk.**

- (4) No access will be allowed, by a Patron before or after posted swimming pool hours. Trespassing may be prosecuted as a criminal offense and may lead to the loss of the Key Card and suspension of access to the Amenity Facilities. Any person swimming during non-posted swimming hours may be suspended from using the Amenity Facilities pursuant to the provisions of the Suspension section below.
- (5) Pool availability may be rotated in order to facilitate maintenance of the Amenity Facilities, or for inclement weather. Maintenance may require the pool to be closed for one (1) full day at the discretion of the Amenity Manager or Amenity Staff. Depending upon the intensity of pool usage, Amenity Staff may close the pool for additional periods of time to facilitate maintenance and to ensure compliance with applicable Florida health codes.
- (6) Children under three (3) years of age, and those who are not reliably toilet trained, must wear rubber lined swim diapers, as well as a swim suit over the swim diaper, to reduce the health risks associated with human waste in the swimming pool/deck area. The changing of diapers or clothes is not allowed at pool side. Changing tables are provided in the restroom facility.
- (7) Showers are required before entering the pools. All Patrons shall wear proper swim attire while using the pool. Proper swim attire is traditional swimwear such as one-piece swimsuits, two-piece swimsuits, swim trunks and/or board shorts. Clothing including but not limited to jean shorts, athletic shorts, underwear, “thong” swimsuits and other similar items are not proper swim attire.
- (8) Pool entrances must be kept clear at all times.
- (9) Pool furniture is not to be removed from the pool area. Tables and chairs shall be put back in place after use. Do not place chairs/lounges in pool. You may not SAVE chairs when you are not in pool area.
- (10) Children under sixteen (16) years of age must be always accompanied by a Parent or adult Patron for usage of the pool facility.
- (11) Loud, profane, or abusive language is prohibited. No diving, jumping, pushing, running or other horseplay is allowed in the pool or on the pool deck area. No swinging on ladders, fences, or railings is allowed. Alcoholic beverages, gum, and glass containers are not permitted in the pool area. Pets, bicycles, skateboards, roller blades, scooters, radio-controlled watercraft, and golf carts are not permitted on the pool deck area inside the pool gates at any time.
- (12) Ear buds or headphones must be used while listening to radios or other personal audio devices at the pool.
- (13) All garbage must be deposited in the trash containers.

PLAYGROUND POLICY

- (1) No one over the age of twelve (12) is allowed on the equipment. Children must be accompanied by an adult Patron.
- (2) No roughhousing on the playground.
- (3) Patrons using the playground must clean up all food, beverages and miscellaneous trash brought to the playground. Smoking and smokeless tobacco products, e-cigarettes, alcoholic beverages, and glass containers are not permitted on or near the playground.
- (4) Use of the playground at your own risk. Report damages to the District Amenity Manager.
- (5) Never use equipment when wet.
- (6) The use of profanity or disruptive behavior at the playground is prohibited.

AMENITY FACILITIES NON-RESIDENT USER FEE

- (1) Non-Resident Users may purchase an annual membership for use of the Amenity Facilities on a year-to-year basis. The Non-Resident User Fee is \$_750.00_, per Family, payable in advance. "Family" being defined as immediate family members residing in the same unit within the District. The rate for an individual is the same as for a Family. Upon purchase of the membership, the Non-Resident User is entitled to two (2) Key Fobs for a Family unit. Non-Resident User membership becomes effective upon the date full payment of the Non-Resident User Fee and the Non-Resident User Application are received by the District. A sample Non-Resident User Application is attached to this Amenity Facility Policy. To renew the membership for another year, the Non-Resident User must pay the Non-Resident User Fee on or before the expiration date of the prior term. The Non-Resident User Fee rate is subject to change from year to year based upon the costs of operation of the Amenity Facilities. Due to the size and capacity limitations of the Amenity Facilities, the number of Non-Resident Users is limited to twenty-five (25) memberships.

GUEST PRIVILEGES

All patrons must use their key fob to enter Amenity Facility at all times. Members are permitted to bring a maximum of four (4) Guests per visit. Guests are not limited to a certain number of visits, so long as they are accompanied by a Member. Members who have a Guest are responsible for any and all actions taken by such Guest. Violations of the Amenity Facility Policies by a Guest may result in suspension of that Member's privileges.

TENANT'S PRIVILEGES

- (1) Property Owners who rent out or lease out their residential unit(s) in the District shall have the right to designate the Tenant of their residential unit(s) as the beneficial users of the Property Owners' Amenity Facilities privileges.
- (2) A Tenant who is designated as the beneficial user of the Property Owner's privileges shall be entitled to the same rights and privileges to use the Amenity Facilities as the Property Owner and other Residents.
- (3) During the period when a Tenant is designated as the beneficial user of the Property Owner's privilege to use the Amenity Facilities, the Property Owner shall not be entitled to use the Amenity Facilities with respect to that property, unless the Property Owner is a Guest or a paying Non-Resident User.
- (4) All Tenants are required to obtain a Key Fob from the Property Owner and register the Key-Fob with the Amenity Manager.
- (5) Tenants shall be subject to such other rules and regulations as the Board may adopt from time to time, and all policies applicable to the Amenity Facilities.

SUSPENSION OF PRIVILEGES

To ensure the use and enjoyment of the Amenity Facilities by all Patrons, the following policy shall be followed for those Patrons who are not adhering to the rules and regulations. This policy will be enforced and applied uniformly in a standard way to all Patrons, without prejudice.

- (1) Patrons and Amenity Staff are expected to act, at all times, in a courteous and respectful manner. A Patron displaying aggressive or argumentative behaviors may be subject to immediate suspension by Amenity Staff. Any Patron who is physically or verbally abusive to other Patrons or Amenity Staff or who engages in other impermissible behavior may be immediately suspended for up to twenty (20) days, without prior notice, at the discretion of the Amenity Manager (a "**Short-Term Suspension**"). Suspensions of a time period longer than twenty (20) days shall be determined by the Board (a "**Long-Term Suspension**"). For each rule violation, the Amenity Staff shall fill out an incident report. A sample incident report is attached to this Amenity Facility Policy.
- (2) At the discretion of Amenity Staff, children between the ages of sixteen (16) and eighteen (18) years old who violate the rules and policies may be expelled from the facility for one (1) day. Upon such expulsion, a written incident report shall be prepared detailing the name of the child, the prohibited act of offense committed and the date. This report will be kept on file with the District. Any child who is expelled from the facility three (3) times in a one (1) year period, shall, until the child reaches the age of eighteen (18), only be entitled to use the facility if accompanied by a parent or adult Patron at all times.

- (3) All other rule violations shall be handled by the Amenity Manager and/or Amenity Staff in the following manner:

1ST Violation: Verbal Warning

2nd Violation: Written Warning

3rd Violation: 1-to-20-day Short-Term Suspension

Multiple violations and/or impermissible behavior: Referral to the Board for suspension.

- (5) Patrons' Amenity Facility privileges may be subject to a Short-Term Suspension or Long-Term Suspension by the Board, to be determined at the Board's discretion, if a Patron behaves in a manner described below in this non-exhaustive list of impermissible behavior:

- Permits unauthorized use of his or her assigned Key Fob by another person
- Exhibits unsatisfactory behavior, manners or appearance
- Fails to abide any portion of the Amenity Facility Policies
- Treats the Amenity Staff in an unreasonable or abusive manner
- Engages in conduct that is improper or likely to endanger the welfare, safety or reputation of the District, the Amenity Facility or Amenity Staff.

- (6) Any Patron receiving a notice for rules violation will have the violation removed if they receive no further violations within a ninety (90) day period following the notification. If the member corrects the situation which is a violation on the spot, then no notice (oral or written) will be issued.

- (7) In any disciplinary case coming before the Board for suspension of Amenity Facility Privileges or an appeal of a Short-Term Suspension, the suspension hearing or appeal will be conducted as follows:

- At least ten (10) days in advance of the Board meeting, the District Manager will provide mailed written notice to the affected Patron, as appropriate, stating the date, time and place for the suspension or appeal hearing.
- At the meeting, the District Manager or Amenity Manager/Amenity Staff shall describe the relevant events and occurrences surrounding the alleged violation, present evidence and incident reports related to the violation, and any past history of violations.
- The affected Patron (and Property Owner in the case of a minor, immediate family or Tenant) shall be entitled to respond, and present a rebuttal and relevant evidence to the Board.
- The Board shall deliberate and deliver a ruling. The Amenity Manager shall notify the offender of the results of the appeal.

Verano #2 Community Development District

Incident Report

Date of Incident: _____ **Time of Incident:** _____ (am/pm)

Party Involved: _____ **Sex:** Male/Female

Is this person 18 years or older? Yes/No

If not, name of Parent or Guardian: _____

Mailing Address: _____

Was local law enforcement called? Yes/No

Description of what happened (include location):

Names, phone numbers, and addresses of who witnessed the incident:

Immediately Suspended: Yes/No

If yes, the reason: _____

Recommendation: _____

Name of Staff Member writing this report: _____

Signature of Staff Member writing this report: _____

Date: _____

Verano #2 Community Development District

Non-Resident User Application

Date of Application: _____ **Date of Non-Resident User Fee Payment:** _____

Mailing Address: _____

Phone Number: _____

Alternate Phone Number: _____

Email Address(es): _____

Total Number of Immediate Family Members: _____

Names of Adult Members: _____

Names of Dependent Children Aged 18-22 and Ages: _____

Number of Minor Children Age 16 or Older: _____

Number of Minor Children Age 15 or Younger: _____

Names of Minor Children and Ages: _____

Emergency Contact Information:

Primary Emergency Contact:

Name(s): _____ **Phone Number(s):** _____

By executing this application, I agree to abide and be bound by all terms and conditions of the Amenity Facility Policy, including, without limitation, the indemnity and release provisions set forth in the policy, and acknowledge that my use of the District Amenity Facility is at my own risk. I understand and acknowledge that I may access the Amenity Facility Policy online at the District website at any time or may request a paper copy from the District Manager. I further acknowledge that I have read or had the opportunity to read the Amenity Facility Policy prior to signing this agreement.

(signature)

By: _____
(print name)