

**VILLASOL COMMUNITY DEVELOPMENT DISTRICT
RULE CHAPTER I – DISTRICT FACILITIES**

GOOD NEIGHBOR POLICY

We want everyone to have a safe and enjoyable experience while using the Recreation Facilities owned and maintained by the VillaSol Community Development District. Therefore, we ask all users to exercise courteousness and respect to fellow patrons.

These Rules are intended to benefit everyone by establishing an acceptable standard that maximizes enjoyment while protecting the District’s property and its patrons. Please contact the Board or the District Manager (as defined herein) with questions, concerns or suggestions related to these Rules.

FACILITY HOURS

The Recreation Facilities are generally open 365 days a year at the times set forth below. However, there may be occasions or circumstances when the Recreation Facilities need to be closed for regular maintenance or repairs, during emergencies or to ensure safety. Please check the schedule posted at www.villasolcdd.org for more detailed information.

CLUBHOUSE:

- Open daily from 5:00 am. to 10:00 p.m.

POOL, POOL DECK AREA, PLAYGROUND:

- Open daily from dawn to dusk.

DEFINITIONS

Access Card: That certain card issued and administered by the District that provides access to the District’s amenities and recreational facilities.

Board: VillaSol Community Development District’s Board of Supervisors.

Childcare Provider: Any person who is not a parent or guardian that has been lawfully entrusted with the care of a Resident under the age of 18 years. Childcare Providers must provide the District Manager a notarized written statement from the child's or children's parent(s) or guardian(s) authorizing custodial rights.

Clubhouse: Facility owned and maintained by the District, wherein the Fitness Room and open spaces are located.

District: VillaSol Community Development District (may also be referred to as VillaSol or CDD and includes all property within the District’s boundary).

District Manager: Jason Showe of Governmental Management Services – Central Florida, LLC, unless and until a different District Manager is selected by the Board.

Fitness Room: Room located inside the Clubhouse where the District’s fitness equipment and fitness machines are located.

Guests: Any User who is not a Homeowner and who accompanies a Homeowner at any of the District’s amenities or recreational facilities. Homeowners are responsible for the actions of their Guests.

Homeowner: The owner or lessee/renter of any Lot located within the District, including all persons lawfully residing in residential property, or a non-Resident User. Lessees/renters are required to comply with **Section VI** herein. Non-Resident Users may be any member of the public who pays the District the annual user fee of \$1,375 for access to all Recreation Facilities of the District (the annual non-residential user fee is reviewed annually and adjusted as necessary).

Horseplay and rough housing: Boisterous, rough, noisy behavior, usually involving people pushing and/or hitting each other as a joke.

Lot: Parcel reflected on the District’s Assessment Roll (available upon request from the District Manager).

Pool Deck Area: All of the outdoor area surrounding the Pool and within the fence.

Pool: The structure within the Pool Deck Area that contains water for and all walls, ladders, rails, lane markers, or other amenities attached thereto.

Recreation Facilities: All recreational facilities and property owned by the District, including the Pool, Pool Deck, Playground, Clubhouse, Fitness Room and grills.

Resident: See Homeowner.

Rules: Rules adopted by the District’s Board.

Service Animal: An animal that is trained to do work or perform tasks for an individual

with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability. The work done or tasks performed must be directly related to the individual's disability and may include, but are not limited to, guiding an individual who is visually impaired or blind, alerting an individual who is deaf or hard of hearing, pulling a wheelchair, assisting with mobility or balance, alerting and protecting an individual who is having a seizure, retrieving objects, alerting an individual to the presence of allergens, providing physical support and assistance with balance and stability to an individual with a mobility disability, helping an individual with a psychiatric or neurological disability by preventing or interrupting impulsive or destructive behaviors, reminding an individual with mental illness to take prescribed medications, calming an individual with posttraumatic stress disorder during an anxiety attack, or doing other specific work or performing other special tasks.

User: Any person entering, using and/or or remaining upon the District's Recreation Facilities and other property owned by the District.

I. GENERAL RULES

The State and/or local general purpose governments have rules governing public pool use. For the safety of patrons, the District will enforce whichever rule is more restrictive.

LOST ACCESS CARDS: There is a limit of two Access Cards per Homeowner. ***All lost or stolen access cards should be reported immediately to the District Manager's office. A fee of \$25 will be assessed for each replacement card.***

All Users may be required to present their access cards in order to gain access/use to Recreation Facilities.

For safety, all Users under the age of twenty-one (21) must be accompanied in the Recreation Facilities by an adult Resident or Childcare Provider over the age of twenty-one (21).

Guests must be accompanied by an adult Resident over twenty-one (21) years of age. In the event the Pool Deck Area reaches maximum capacity, Guests may be asked to leave so all Residents may enjoy the use of the facility. Homeowners are responsible for the conduct of their Guests. Childcare Providers must provide the District Manager a notarized written statement from the child's or children's parent(s) or guardian(s) authorizing custodial rights. The Childcare Provider must bring proof of proper identification and a list of an emergency contacts.

All Users use the Recreation Facilities at their own risk.

Pursuant to Florida law, including Section 856.021, *Florida Statutes*, it is not permitted for any person to loiter or prowl (when a person maintains a suspicious presence) on District Property, including the Recreation Facilities, 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 and property in the vicinity.

II. POOL AND POOL DECK AREA

All Homeowners, patrons and Guests will use the Pool and Pool Deck Area at their own risk and will comply with the written and posted rules and regulations of the pool facilities. All rules and regulations will be strictly enforced at all times.

-No Homeowner may enter or remain in the Pool Deck Area without their Access Card, which must be in his/her possession during use.

-No Guest may enter the Pool Deck Area unless accompanied by a Homeowner in possession of their Access Card.

-Only four (4) Guests per Lot are allowed in the Pool or Pool Deck Area at any time.

-All Users must shower before entering the Pool.

-Users will swim and use the Pool and Pool Deck Area at their own risk as there is **NO LIFEGUARD ON DUTY**.

-No diving, back diving, flipping, back jumps, pushing, running, throwing of items or other horseplay is allowed in the Pool or on the Pool Deck Area. Diving is prohibited. Dangerous activities on the Pool Deck Area and in the Pool are prohibited.

-Furniture on Pool Deck Area must be covered with a towel before and during use by any person.

-VillaSol reserves the right to discontinue usage of any pool play equipment during times of peak or scheduled activity at the pool, or if the equipment causes a safety concern.

-Radio-controlled toys, drones, or other devices are not allowed in the Pool/Pool Deck Area.

-No glass or other breakable objects are allowed in the Pool/Pool Deck Area.

-No chewing gum is permitted in the Pool/Pool Deck Area.

-Swimmers are required to wear footwear and a cover-up over their bathing suits when in the Clubhouse.

-Swimmers must dry off before entering the Clubhouse.

-Food and beverages are prohibited in the Pool and Pool Deck Area, except: commercially bottled

water in plastic bottles are allowed on the Pool Deck Area for patron hydration. All glass containers and products are prohibited in the Pool and Pool Deck Area.

-Animals, other than Service Animals, are prohibited in the Pool Deck Area. However, individuals with a disability and Service Animal trainers may be accompanied by a Service Animal but the Service Animal is not allowed to enter the Pool water in order to prevent a threat to the health of other patrons.

-Proper swim attire must be worn in the Pool and Pool Deck Area (i.e. swimming suits or trunks with liners).

-Please be considerate to neighbors by monitoring the noise level.

-Playing with emergency equipment (life ring, hook, etc.) is strictly prohibited. Patrons found tampering with these items will be subject to fines and/or termination of pool privileges. Homeowners are responsible for the conduct of their Guests.

-For safety reasons, no electrical cords or electrical equipment is permitted to be used in the Pool or Pool Deck Area.

-No fins or scuba diving equipment is allowed in the Pool.

-No one shall pollute the Pool. Anyone who does so is liable for any costs incurred in treating or correcting the problem.

-Infants and toddlers must wear swim diapers. Regular disposable and cloth diapers are not permitted in the Pool. For the comfort of others, changing of diapers, clothes, etc., is not allowed in the Pool Deck Area. Please use the restroom facilities. Breast feeding is permitted in accordance with Florida Law.

-Pool entrances must be kept clear at all times.

-Smoking (including e-cigarettes) is strictly prohibited at any time in the Pool/Pool Deck Area, and in the Recreation Facilities.

-No swinging on the ladders, railings, or any pool structure is allowed. Inappropriate use of any Pool equipment may result in suspension of Pool privileges.

-District owned pool furniture may not be removed from the Pool Deck Area.

-Loud and abusive language is not allowed.

-The District prides itself on the attractive appearance of our Pool Deck Area. Please make use of the garbage cans.

- Any person swimming when the facility is closed may be suspended from using the facility.
- Sound producing equipment, such as radios, tape players, CD players, MP3 players, televisions, and the like are not permitted in the Pool Deck Area or Pool. Personal sound equipment may be used on the Pool Deck Area with personal devices such as headsets or ear buds (so as not to disturb others). The use of headphones with all types of music players is required.
- Tables or chairs on the Pool Deck Area may not be reserved by placing towels or personal belongings on them unless the patron is currently using the Pool and/or Pool Deck Area.
- The District is not responsible for lost or stolen items, or injuries while in use of the Pool Deck Area or Pool.
- Chemicals used in the Pool for hygienic purposes may affect certain hair or fabric colors. The District is not responsible for these effects.
- The Pool and Pool Deck Area may not be rented unless otherwise approved by the Board. Access may be limited at certain times to the Pool and Pool Deck Area for activities approved by the Board or due to a health/safety concern.
- The Board reserves the right to amend, modify, or delete, in part or in their entirety, these Rules whenever deemed necessary or appropriate, at a duly-noticed Board meeting. All such amendment(s), modification(s) and/or deletion(s) will be posted on the District's website at www.villasolcdd.org. All Homeowners are responsible for being familiar with the Rules as amended or modified from time to time.
- No skateboards, skates, or other wheeled transportation mechanisms are permitted in the Pool and/or Pool Deck Area.

VILLASOL CDD & MANAGEMENT ASSUMES NO RESPONSIBILITY FOR ACCIDENTS AND/OR INJURIES ASSOCIATED WITH ACTIVITIES RELATED TO POOL AND POOL DECK AREA USE.

A. THUNDERSTORM AND HEAVY RAIN POLICY

If lightning is sighted, regardless of location, the Pool and Pool Deck will be closed for 30 minutes, or as otherwise required by Florida law. At that time, if no other lightning is seen, the Pool and Pool Deck Area will re-open. In case of a thunderstorm (with thunder only) in the immediate area, the Pool and Pool Deck Area will be closed for 15 minutes. If no thunder is heard during this period, the Pool and Pool Deck Area will be reopened. If additional thunder or lightning is observed the time will reset. A duly designated representative of the District and/or the District Manager shall make all determinations with regard to this thunderstorm policy.

If at any time it rains so hard that swimmers cannot see the bottom of the pool, the Pool will be closed out of concern for safety. A duly designated representative of the District and/or the District Manager, shall make all determinations with regard to the policy specified in this Section.

B. FECES POLICY

If contamination occurs, the Pool and Pool Deck Area will be closed for a minimum of 12 hours up to a maximum of 24 hours, and the water will be shocked with chlorine to kill the bacteria. Parents should take their children to the bathroom before entering the Pool. If a child is not completely toilet trained, he/she must wear a swim diaper at all times in the Pool and Pool Deck Area. A duly designated representative of the District and/or the District Manager shall make all determinations with regard to the policy specified in this Section.

III. CLUBHOUSE AREA

A. FITNESS ROOM

The Fitness Room is unattended. All Users will use the fitness room at their own risk and will comply with the written and posted Rules, which will be strictly enforced at all times. All Users are urged to contact a physician before starting an exercise workout routine.

-No Homeowner may enter the Fitness Room without his Access Card. Guests must be accompanied by an adult Resident over twenty one (21) years of age in possession of his/her Access Card.

-Only one (1) Guest per Lot is allowed in the Fitness Room at any time.

-Youths thirteen (13) to seventeen (17) years old may use the Fitness Room when accompanied by an adult Homeowner over twenty one (21) years of age.

-Children under the age of thirteen (13) are not permitted to use the Fitness Room under any circumstances.

-No skateboards, skates, strollers, baby carriers, or other wheeled toys are permitted in the Fitness Room.

-No Horseplay is allowed in the Fitness Room. Users acting in such a manner will be asked to immediately leave the area.

-Music players, radios, tape players, CD players, MP3 players, televisions, and the like are not permitted in the Fitness Room unless they are personal devices equipped with headphones. The use of headphones with all types of music players is required.

-No animals other than Service Animals are allowed in the Fitness Room.

-There is to be no misuse of equipment or furnishings in the fitness center. Persons damaging any District facilities will be held financially responsible for the costs of repairs and may lose access privileges to the fitness facilities.

- Each User is responsible for wiping off the equipment after use.
- Appropriate clothing (shirts and shorts/pants) and footwear (covering the entire foot) must be worn by all Users at all times in the Fitness Room.
- Food and Beverage: Food and beverages are not permitted within the fitness room except for commercially bottled water in plastic bottles for patron hydration. All glass containers and products are prohibited. Alcoholic beverages and smoking are not permitted in the fitness rooms.
- Hand chalk is not permitted to be used in the Fitness Room.
- No bags, gear, or jackets are permitted on the floor or equipment in the Fitness Room.
- Weights and other fitness equipment may not be removed from the Fitness Room.
- Please limit use of cardiovascular equipment to thirty (30) minutes and step aside between multiple sets on weight equipment if other patrons are waiting.
- Please be respectful of others. Allow other patrons to also use equipment, especially the cardiovascular equipment.
- Please return 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 the District Manager may have priority over other users of the Fitness Room, after approval by the District's Board or in the event of an emergency.
- In the event of an emergency, dial 911.

B. CLUBHOUSE

- The Clubhouse's hours of operation are 5:00 a.m. to 10:00 p.m. and will be posted at the entrance of the Clubhouse. The hours of operation will be subject to change for special scheduled events, holidays and/or emergencies, and may be adjusted seasonally as determined by the Board and/or the District's Manager.
- Homeowners and Guests will use the Clubhouse at their own risk and will comply with the written and posted rules and regulations of the Clubhouse. All rules and regulations will be strictly enforced at all times.
- Users may be required to present their access cards in order to gain access to the Clubhouse.

-Young adults ages eighteen (18) and younger may not use the Clubhouse without adult supervision.

-Guests must be accompanied by an adult Homeowner over twenty one (21) years of age.

-Unless otherwise approved by the District Manager and/or the Board, only four (4) Guests per Lot are allowed in the Clubhouse at any time.

-Cars, motorcycles, golf carts, mopeds, bicycles, etc., must be parked in the designated parking areas at Recreation Facility and are not allowed inside the Recreation Facility or at the entrance of the building. Off-road motorbikes/vehicles and golf carts are not permitted on all property owned, maintained, and operated by the District, including all Recreation Facilities.

-No skateboards, skates, or other wheeled transportation mechanisms are permitted in the Clubhouse or at the building entrance.

-No Horseplay is allowed.

-Unless other arrangements have been approved by the District Manager and/or the District's Board in advance, music players, radios, CD players, MP3 players, televisions, and the like are not permitted in the recreation center unless they are personal devices equipped with headphones.

-No animals other than Service Animals are allowed in the fitness room.

-There is absolutely **no smoking** in the Recreation Facilities or on the District's playground. A designated area will be setup for this purpose.

NOTICE

THE VILLASOL COMMUNITY IS PROTECTED BY VIDEO CAMERAS IN ALL AREAS. RESIDENTS AND GUESTS MUST ABIDE BY THE COMMUNITY RULES AND BY THE POLICIES STATED HEREIN AND SHALL MAINTAIN THE APPROPRIATE LEVEL OF DECORUM OR, IF YOU ARE ABUSIVE TO OTHER PATRONS, YOU WILL BE ASKED TO LEAVE THE PREMISES OR BE REMOVED BY THE APPROPRIATE MEANS. THIS VIDEO WILL BE USED IN ORDER TO PROSECUTE ANY PERSON THAT VIOLATES THESE RULES. IF THE BEHAVIOR CONTINUES BY THE RESIDENT, THIS WILL RESULT IN ACTION TAKEN BY THE BOARD OF SUPERVISORS OF THE CDD, INCLUDING BUT NOT LIMITED TO, A SUSPENSION OR TERMINATION OF THE RESIDENT'S PRIVILEGES TO THE RECREATION FACILITIES, OR OTHER ACTION PERMITTED UNDER FLORIDA LAW. NOTICE OF THE CDD BOARD'S INTENTION TO CONSIDER SUCH ACTION DURING A PUBLIC

MEETING SHALL BE PROVIDED TO THE RESIDENT AGAINST WHOM SUCH ACTION WILL BE CONSIDERED.

IN AN ATTEMPT TO PRESERVE OUR RESIDENTS' PRIVACY, WE DO NOT PERMIT SOLICITATIONS OF ANY KIND IN THE COMMUNITY CENTER.

IV. GUESTS

For all Recreation Facilities, the following apply to Guests:

- Guests must be accompanied by a Homeowner at all times.
- Unless specified differently herein, no more than four (4) Guests are permitted per Lot.
- Homeowners are responsible for any and all actions taken by their Guests. Violations by Guests of the District's Rules could result in penalties against the Homeowner, as set for herein.

V. DAMAGE TO DISTRICT PROPERTY AND/OR PERSONAL INJURY

- All Users of the Recreation Facilities assume sole responsibility for his or her property and belongings. The District and its agents shall not be responsible for any losses and/or damages of the Users during the Users' use of the Recreation Facilities.
- Users shall be liable to the District for any property damage, personal injury or other loss/claim/damage incurred by the District stemming from or related to the Users' use of the District's property.
- All Users' use of the District's property and equipment, including use of the Recreation Facilities, is at the Users' own risk and the User(s) shall indemnify and hold the District, its Board, its employees, its representatives, its contractors, and agents (collectively, "Agents"), harmless for any and all loss, cost, claim, injury, damages, or liability sustained or incurred by him or her during their use of the District's property and/or equipment, resulting therefrom and/or from any act or omission of the District, or its Agents and with respect to any loss, cost, claim, injury, damage, or liability sustained or incurred by any User, or any family member of such User. Users waive any and all rights and claims against the District stemming from or resulting from the Users' use of the Recreation Facilities and/or property owned by the District. The District reserves the right to pursue any and all legal and equitable measures necessary to remedy any losses incurred by the District.
- All Users are subject to the District's Rules.
- Should any party bound by these Rules bring suit against the District, its Board and/or Agents in connection with any event operated, organized, arranged, or sponsored by the District or any other claim or matter in connections with any event operated, organized, arranged, or sponsored, by the District, and fail to obtain judgment therein against the

District, its Board and/or its Agents, said party shall be liable to the District for all costs and expenses incurred by the District in the defense of such suit (including court costs and attorneys' fees through all appellate proceedings).

-The District shall have the right to collect reimbursement for damage caused to the District's property pursuant to Florida law, including, as applicable, by lien and/or through the County's Tax Roll, as applicable.

VI. PRIVILEGES OF RENTERS/LESSEES

-Homeowners who rent or lease out their property shall have the right to designate the lessee/renter (the "Renter") as the beneficial users of the Homeowner's membership privileges for purposes of Recreation Facility use.

-In order for the Renter to establish their status as the beneficial user, the Renter shall produce a copy of the lease to the District Manager for purposes of purchasing an Access Card, as needed.

-Upon confirmation of the Renter's status by the District's Manager, the District Manager will suspend the property owner's Access Card.

-Renters are entitled to the same rights and privileges of the Homeowners and are bound to the District's Rules.

-Homeowners shall be responsible for all actions of their Renter(s).

VII. VIOLATIONS OF RULES

Violation of the District's Rules, Florida law and/or the provisions stated below may result in the suspension and/or termination of the User's use privileges for the Recreation Facilities.

- Submission of false information on the application for an Access Card.
- Permitting unauthorized use of an Access Card.
- Treating District staff or other Users in a disrespectful or abusive manner.
- Engaging in conduct that is improper or dangerous.
- Arrested by law enforcement while on the Recreation Facilities.
- Damaging or destroying District property.

District staff and/or the District Manager may at any time remove a User when in their sole discretion, District staff and/or the District Manager deem such removal necessary to protect the health, safety and welfare of other persons or to protect the District's property/equipment.

Notwithstanding the foregoing, anytime a User is arrested for an act committed, or allegedly committed, while on the Recreation Facilities, such User have all Recreation Facility use privileges immediately suspended until the next meeting of the Board. At such Board meeting, the Board will be presented with the facts surrounding the arrest and the Board may make a determination on suspension/termination.

All Users whose privileges have been suspended/terminated are entitled to appeal such determination to the Board, whose determination shall be final.

An individual in violation of the District's Rules may also be subject to any applicable legal criminal and/or civil action.

VIII. OTHER RECREATION FACILITIES

DISTRICT GATE ACCESS SYSTEM

-Should any Resident, User, Guest or patron damage the gates located at the entrance of the District, such individual shall be subject to reimburse the District a \$200 fine/charge/fee (or the actual cost of repairing such damage), plus the cost/fees for the District's staff time, including cost associated with collection, related to the damage. The District shall have the right to collect such amounts owed as a lien or as otherwise permitted under Florida law (including utilization of the County's Tax Roll, as applicable). Additionally, an individual in violation of this rule may also be subject to any applicable legal criminal and/or civil action.

-Gate Access Stickers are limited to four (4) per household and are \$20 each (or the actual cost) for new or replacement Gate Access Stickers.

SIGNAGE

-Unless otherwise specifically approved by the District's Manager, no political campaign advertisements (and including temporary signage) shall be erected, posted, painted, tacked, nailed or otherwise displayed, placed or located on the District's property.

TENNIS COURTS/BASKETBALL COURT & POOL CHAIRS

-Available to Homeowners on a first-come, first-serve basis.

-No reservations are taken for these facilities.

-Use is limited to two hours if others are waiting to use the facilities.

GRILL/PICNIC AREA/PLAYGROUNDS

-Available to Homeowners on a first-come, first-served basis.

-Homeowners are required to clean the grill and space used after use.

-Children must be accompanied by adults.

-Warning: playground and grill surfaces may be hot (as many are metal).

General Notices:

-Warning on water bodies owned by the District: no fishing, boating, altering and/or dumping in stormwater ponds owned by the District is permitted. These bodies of water may contain alligators and other dangerous wild animals.

-The following is the policy statement of the District as it regards to the natural tree protection, wetland and upland buffer areas that are scattered in large numbers throughout the District. The policy statement

is consistent with the policies of other governments including Osceola County and the Southwest Florida Water Management District (SWFWMD) as it regards their natural, conservation tree protection and wetland conservation/preservation areas: (1) 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.; (2)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 District and all required permits from all authorities having jurisdiction including Osceola County and SWFWMD.; (3) Such abutting property owner must initially contact the District for permission to address the removal or remediation of the threatening situation and shall then be responsible for any needed permitting or review by Osceola County and/or SWFWMD.; (4) Permitted trimming and/or removal, where warranted, shall be done at the expense of the abutting property owner. The goal is to minimize disturbance 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. No one is allowed to encroach into the nature areas for any reason, from maintenance to placement of personal property, of any kind.

IX. IMPORTANT PHONE NUMBERS AND CONTACT INFORMATION

VillaSol CDD’s Website: www.villasolcdd.org

District Manager’s Contact Information:
 Jason Showe, District Manager (jshowe@gmscfl.com ; 407-841-5524 X 105)
 Governmental Management Services – Central Florida, LLC
 219 E. Livingston Street, Orlando, FL 32801

EMERGENCY	911
Kissimmee Police (non-emergency)	407-846-3333
Kissimmee Fire Department (non-emergency)	407-847-7111
Osceola County Sheriff’s Office (non-emergency)	407-348-2222
Osceola County Fire Rescue (non-emergency).....	407-932-5338
Florida Poison Information Center.....	1-800-282-3171
VillaSol CDD (District Manager, <i>GMS CF</i>).....	407-841-5524
VillaSol HOA (Property Manager, <i>Artemis Lifestyle Services</i>).....	407-705-2190
VillaSol Recreation Center	407-348-5284
Security Guardhouse	407-344-9306

VillaSol Clubhouse Address: 3050 Puerta del Sol Kissimmee, FL 34744

NOTE: *These policies and rules are subject to change on a periodic basis, at the Board’s discretion.*

X. SPECIAL EVENT RENTAL PROCEDURE

-Homeowners only are permitted to rent the Clubhouse space for special events (hereinafter referred to as “Special Event”). Homeowners who rent the Clubhouse space pursuant to the terms herein are referred to as the “Applicant”.

-Rental of the Clubhouse does not include the Fitness Room. Rental of the Clubhouse shall not interfere or prohibit Users' use of the Fitness Room.

-All special event rentals are subject to the Rules of the District.

-The following steps must be completed at least three weeks prior to a Special Event:

- Contact the District's Manager to confirm the District's availability for the date and time of your Special Event.
- Review and sign the "**Special Event Agreement**" attached as Exhibit "A".
- Provide a copy of the Applicant's driver's license.

-The following steps must be completed at least two weeks prior to a Special Event:

- Send the District's Manager the deposit fee and rental fee for the Special Event, payable to the VillaSol CDD (see additional detail below regarding the fees).

Note: Cash or credit cards are not accepted.

-Applicant assumes all responsibility for event setup, cleanup, and any other necessary tasks described herein or associated with its Special Event, including but not limited to security/sheriff services, emergency services. The Board and/or District Manager may elect to require such security/sheriff services/emergency services at their sole discretion, depending on the number of guests and nature of the Special Event.

-The maximum length permitted for a Special Event rental is eight (8) hours. Applicants can only reserve one eight (8) hour block per day.

-Applicants are not allowed to bring and utilize their own personal grills or smokers on the District's property. Upon approval by the District's Manager, Applicants may hire an insured caterer to provide this service and the location of any grill or smoker will be at the discretion of the District's Manager. Such catering service will be required to provide to the District's manager a certificate of insurance, naming the District as an additional insured party.

-Other than as provided for herein, no picketing, processions, or parades shall be allowed on or about the District Property. All picketing, processions, or parades must be peaceful. "Peaceful", which shall mean any tranquil means of presenting a cause to the public which is devoid of noise or tumult or quarrelsome demeanor and is not a nuisance, including those actions described in Section 877.03, *Florida Statutes*, and which does not violate or disturb the public peace or private property rights or involve or cause any block or impair movement of vehicles or pedestrians. "Picket" shall mean to position oneself, or to assemble or gather, as a means of protest, or as a means of presenting or advocating a cause or grievance. No picketing shall be allowed on or within a reasonable distance (based on the nature and circumstances of the proposed Special Event) of, any property that is a residential unit or any school or school bus

stop, hospital, court of law, or public transportation facility. "Residential or dwelling unit" shall mean any single or multifamily residence, to include units within an apartment or condominium complex.

-No amplifiers or other sound enhancement devices may be used by Applicant and/or its agents or guests, unless otherwise approved by the District Manager.

-No signage shall be allowed in excess of 11x17 inches and must not contain any obscene, grotesque, or profane pictures or words.

-No bonfires, fireworks or fires are permitted.

-All structures, tents and amplifiers must be approved in advance of the Special Event by the District's Manager and may be required to obtain separate permits and/or licenses from the local general purpose government with jurisdiction.

-Applicants may elect to hire security for the duration of the Special Event, utilizing off-duty law enforcement officers or other private security arranged by and at the discretion of the District. The cost of security must be paid by the Applicant to the District in advance.

-Applicants and their guests/contractors must comply with all Rules of the District, and applicable County Code regulations, Florida law, and capacity limitations.

-Applicants are responsible for all actions of their guests and are required to restore the District's property to its original condition at the Applicant's sole expense.

A. FEES

-Deposit: A deposit of **\$500** is required to be sent to the District Manager at least 14 days in advance of the Special Event. Provided there are no damages or cleanup costs after the Special Event, the deposit is fully refundable unless the Special Event is canceled with less than 24 hours' notice. The deposit is fully refundable if the event is canceled due to inclement weather. A cleanup fee will be taken out of the deposit if the room is not returned to its original condition.

-Use Fee:

\$ 250 per 3 hours - (1-25 Guests)

\$ 350 per 3 hours - (26-50 Guests)*

\$ 450 per 3 hours - (51-70 Guests)*

Use fees are non-refundable.

*Events with over 26 attendees and extending beyond 5:00 p.m. will be required to arrange for the District's security service to be provided at the Applicant's cost.

Implemented Florida Law: Section 190.012, *Florida Statutes*; Section 190.011, *Florida Statutes*;

Section 120.54, *Florida Statutes*; Section 120.69, *Florida Statutes*; Section 768.28, *Florida Statutes*; Section 856.021, *Florida Statutes*; and Section 877.03, *Florida Statutes*.

[Exhibit “A” is provided on the following page.]

Exhibit “A”
SPECIAL EVENT AGREEMENT

VillaSol Community Development District, a Florida community development district (“CDD”) hereby grants permission to the applicant (“Applicant”) named on the attached EVENT USE APPLICATION (the “Application”) to use the area described on the Application (the “Area”) on the date and during the time specified on the Application and for the purpose specified on the Application (the “Special Event”), and only on such date, during such time and for such purpose, on and subject to the terms, conditions and provisions contained herein. The terms, conditions and requirements of the CDD’s Rules are incorporated into this Agreement; **Applicant acknowledges that it has received a copy of the CDD’s Rules, has read and understands the CDD’s Rules, and agrees to comply with all terms and requirements of the CDD’s Rules.**

1. **General Compliance:** The CDD is a local unit of special-purpose government created in accordance with the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*. Applicant agrees to comply with all applicable requirements of the “Sunshine Law,” the “Public Records Law,” the Community Development Districts Law, and all other policies, statutes and regulations applicable to Applicant, including the District’s Rules.
2. **Right to Terminate:** The CDD reserves the right to, immediately and without notice, terminate the Special Event if there shall be any violation of the terms, conditions or provisions of this AGREEMENT, or, if in the judgment of CDD or Osceola County, there is a reasonable likelihood that continuation of the Special Event will put life or property at risk of injury or damage.
3. **Indemnification:** Applicant shall indemnify, defend and hold harmless the CDD and the officers, supervisors, agents, employees and assigns of the CDD from and against any and all claims, demands, suits, judgments, losses or expenses of any nature whatsoever (including, without limitation, attorneys’ fees, costs and disbursements, whether of in-house or outside counsel and whether or not an action is brought, on appeal or otherwise), arising from or out of, or relating to, directly or indirectly, any act or omission of Applicant, its officers, directors, agents, employees, invitees and/or guests (collectively, “Applicant’s Representatives”) including, without limitation, any failure of Applicant or Applicant’s Representatives to comply with the terms, conditions and/or provisions of this AGREEMENT.
4. **Sovereign Immunity:** Nothing herein shall cause or be construed as a waiver of the CDD’s sovereign immunity or limitations on liability granted pursuant to Section 768.28, *Florida Statutes*, or other law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which could otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.
5. **Compliance with Law:** Applicant shall comply, and cause all of Applicant’s Representatives to comply, with all applicable laws, rules, ordinances and other legal requirements applicable to Applicant’s and Applicant’s Representatives use of the Area.
6. **Damage to Property:** Applicant shall be responsible for any damage caused to any real or personal property caused by Applicant and/or Applicant’s Representatives. CDD shall not be responsible for any injury or damage to Applicant or Applicant’s Representatives or their respective property. The CDD shall send an invoice to the Applicant following the Special Event and Applicant shall make payment to the CDD within fourteen (14) days of the Special Event.
7. **“As Is” Condition:** Applicant accepts the use of the Area in its “as is condition.” The CDD shall have no obligation to make any changes thereto. The CDD shall have no obligation to provide any utilities to the Area. Applicant has inspected the Area prior to filing its Application and is aware of the Area’s current condition.
8. **Rules and Regulations:** Applicant and Applicant’s Representatives shall comply with the CDD’s Rules, as well as the following requirements:
 - a) Neither Applicant nor Applicant’s Representatives shall engage in any conduct that might tend to interfere with or impede the use and enjoyment of any other portion of the CDD by any other person or entity including, without limitation, creating any objectionable noise, sound or odor.
 - b) No materials or items shall be affixed to any portion of the Area or any facilities or improvements located thereon so as to cause damage thereto.
 - c) Applicant shall remove all trash and other property of Applicant from the Area and shall return the Area to the condition that existed prior to Applicant’s use of the Area.

- d) Applicant and Applicant’s Representatives shall comply with any additional Rules and Regulations attached hereto.
- 9. Right to Use Only: This AGREEMENT is not intended to, and shall not be deemed to, create a lease or any other interest in real property, but shall merely give Applicant and Applicant’s Representatives the right to use the Area as and when provided above.
- 10. Other Conditions. Depending upon the nature of the Special Event and the Area, the CDD reserves the right to require in addition to the requirements of the Special Event Policy, as a condition of using the Area:
 - a) Additional Certificate of Insurance (form, type, limits and coverage approved by CDD) with respect to the Area and the Special Event;
 - b) Security appropriate for the Special Event and Area;
 - c) Additional Bond or deposit to cover clean up/repair costs; and/or
 - d) Payment of professional fees related to the review of the Application and/or fees to cover costs incurred by the CDD during the Special Event; and/or
 - e) Such other conditions or limitations reasonably related to mitigating impacts to the Area because of the Special Event.

-Signed By Applicant & Witness (Sign and Print Name): _____

Date: _____ Witness: (Sign and Print Name): _____

-Signed By District Manager: _____ Date: _____

ADDITIONAL RULES AND REGULATIONS FOR SPECIAL EVENT

1. Applicant may be required to provide its own sanitary facilities in accordance with applicable regulations or reasonable requirements of the CDD’s District Manager.
2. No permanent structures are permitted within the Area; no digging or removal of landscaping is permitted.
3. Parking is permitted in designated parking spaces only.
4. Area shall be restored as closely as possible to the original condition through grading and sodding of Area use, in the sole discretion of the District. Clearing or crushing grass or small plant material is unacceptable.
5. Applicant shall provide written confirmation to the CDD that coordination and notification has been made with all utility systems within the area.
6. Applicant shall coordinate all activities with the CDD’s field personnel and shall provide written and verbal communication of progress of activities as well as any issues or problems that arise.
7. Applicant receive approval from the CDD of all sidewalk/roadway closures.
8. Applicant must obtain appropriate permits and/or licenses from Osceola County and/or the City of Kissimmee related to the event associated with this permit, as applicable.
9. The VillaSol Community Development District shall be named as additional insured on applicant’s general liability insurance policy, with a minimum limit of \$1,000,000, combined single limit per occurrence, protecting it and the CDD from claims for bodily injury (including death) and property damage which may arise from or in connection with the Special Event. A copy of the insurance certificate shall be provided to the CDD at least fourteen (14) days prior to the Special Event or the commencement of any work related to the permit or Special Event.
10. Applicant shall protect stormwater system from any infiltration of chemicals or debris.
11. Applicant shall provide all trash and debris removal.
12. Applicant shall maintain all trash receptacles on CDD property during the Special Event and shall leave all trash receptacles empty and clean after the Special Event.

13. There shall be **no** sale or service of ALCOHOL on CDD property.

14. Applicant shall at all times comply with the provision of the CDD's Rules, as may be amended from time to time. Copies of current Rules are available from the District's Manager

Applicant agrees to abide by all requirements and stipulations as noted above:

Signature: _____

Print Name: _____

Title: _____

Date: _____