

# **CONNERTON WEST COMMUNITY DEVELOPMENT DISTRICT AMENITY AND COMMUNITY PARK POLICIES**

Adopted August 7, 2023

## **SECTION A. DEFINITIONS**

1. Amenity or Amenities – Shall mean the properties and areas owned by the District and intended for recreational use and shall include, but not specifically be limited to, all passive parks, common areas, open spaces, playgrounds, nature trails, lakes and preserves, together with their appurtenant facilities and areas, whether owned or operated by the District.
2. Board of Supervisors or Board – Shall mean the Connerton West Community Development District's Board of Supervisors.
3. Community Park Policies or Policies – Shall mean these Amenity and Community Park Policies of the Connerton West Community Development District, as amended from time to time. The Board of Supervisors reserves the right to amend or modify these Policies when and as necessary and will notify Residents of any changes by posting the revised Policies on the District's website. The Board of Supervisors, District Manager, and District Staff shall have full authority to enforce the Amenity Policies.
4. District - Shall mean the Connerton West Community Development District.
5. District Manager - Shall mean the person or entity legally charged with the daily operation and management of the District or their duly authorized representative.
6. District Staff – Shall mean the professional management company with which the District has contracted to provide management services to the District.
7. Resident - Shall mean property owners of the Connerton West Community Development District, and those persons permanently residing in the same dwelling unit as the property owner. Resident shall also mean those persons permanently residing in a dwelling unit located within the District, including those persons residing in apartments, condominiums or rental homes.
8. Guest – Shall mean any person or persons, other than a Resident, who are expressly authorized by the District to use the Amenities, or are invited for a specific visit by a Resident over the age of eighteen (18) years to use the Amenities.
9. Pets– Shall be defined as domesticated dogs and cats that are of non-aggressive breeds.
10. Vehicle – Shall be defined as any mobile item which normally uses wheels, whether motorized or not.

## **SECTION B.           GENERAL PROVISIONS**

1.       Only Residents and Guests have the right to use the Amenities; provided, however, that certain community programming events may be available to the general public where permitted by the District, and subject to payment of any applicable fees and satisfaction of any other applicable requirements, including adherence to these Policies.

2.       The Amenity hours of use shall be established based upon seasonal and other considerations and shall be published to the Residents and Guests in a manner determined by the District Manager. Unless otherwise specified, all Amenities will be open from dawn to dusk each day; however, the District may restrict access or close some or all of the Amenities due to inclement weather, for purposes of providing a community activity, for making improvements, for conducting maintenance, or for other purposes.

3.       Alcoholic beverages shall not be served or sold, nor are alcoholic beverages permitted to be consumed on District property, including the Amenities, except for pre-approved catered events or as specifically authorized in these Policies.

4.       All persons using the District's Amenities do so at their own risk and agree to abide by these Policies. Natural environments such as the District's parks, lakes and nature trails contain any number of dangerous conditions as well as provide a habitat for wild animals that may be a hazard to people. All persons using the District's Amenities must use the Amenities in a safe and responsible manner. The District shall assume no responsibility and shall not be liable in any accidents, personal injury or death, or damage to, or loss of property arising from the use of the Amenities or from the acts, omissions, or negligence of other persons using the Amenities.

5.       Pets, as defined in Section A of these Policies, are permitted on Amenity property as specified in these Policies, but must be kept under the control of its handler by leash or harness at all times, and Pet owners and/or handlers are to pick up any waste the Pet(s) may produce when in the park(s) or along the path of travel to and from the park(s). Pets are not permitted in playground areas, gazebos, any structure or concrete area, or in any area marked with a "No Pets" sign. Pets may be unleashed in any area designated by the District as a dog park and must adhere to any posted rules for the use of such area. No aggressive Pets shall be permitted on Amenity property.

6.       "Service Animal(s)" trained to do work or perform tasks for an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability) must be kept under the control of its handler by leash or harness, unless doing so interferes with the Service Animal's work or tasks or the individual's disability prevents doing so. The District may remove the Service Animal under the following conditions:

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

The District is prohibited from asking about the nature or extent of an individual's disability in

order to determine whether an animal is a Service Animal or Pet. However, the District may ask whether an animal is a Service Animal required because of a disability and what work or tasks the animal has been trained to perform.

7. Vehicles must be parked in designated parking areas. Unless designated otherwise, 4-wheel passenger Vehicles and golf carts must be parked in designated parking space(s) in the parking lots. Vehicles shall not be parked on property not designated for parking, including but not limited to unpaved areas, easements, and rights of way, or in any manner which blocks the normal flow of traffic. Gas and electric powered Vehicles, including scooters, ATV's, and golf carts, are strictly prohibited in community parks, nature trails and pedestrian sidewalks. All Vehicles must be operated in compliance with all applicable laws, ordinances, and codes. District-owned maintenance Vehicles are permitted on District property and maintenance Vehicles not owned by the District are permitted on District property as authorized by the District Manager.

8. No fireworks of any kind are permitted anywhere on the District owned property or adjacent areas.

9. Disregard of any rule or policy of the District may result in exclusion from the use of any District Amenity.

10. During periods of heavy rain, thunderstorms and other inclement weather, Amenity areas shall not be used.

11. Any exceptions to these Policies must be made in writing by the District Manager prior to the time any such contrary action is taken.

12. The use of remote controlled vehicles and aircraft shall not be permitted on any District owned property or adjacent areas.

13. The District's Board of Supervisors may waive any provision of these Policies, including any fees, for any homeowners' association or neighborhood group located within the District, or a civic organization primarily comprised Residents, as determined by the District's Board of Supervisors to be in the District's best interest. Such waiver may be restricted to a specified area and time, and may include such other restrictions as the District's Board of Supervisors may determine.

#### **SECTION C. LOSS OR DESTRUCTION OF PROPERTY OR INSTANCES OF PERSONAL INJURY**

1. Each person, Resident, and Guest, as a condition of using the premises of any District property and the Amenities, assumes sole responsibility for his or her personal property. The District, its agents, employees, and contractors shall not be responsible for the loss of damage to any private property used or stored on District property, regardless of location.

2. No person shall remove from any Amenity area any property or furniture belonging to the District, the District Board of Supervisors, its agents, employees or contractors without proper

authorization. Residents and Guests shall be liable for any property damage and/or personal injury occurring on any District property or any Amenity, or at any activity or function operated, organized, arranged or sponsored by the District or its contractors which is caused by the Resident or their Guest. The District reserves the right to pursue any and all legal and equitable measures necessary to remedy any losses due to any such property damage or personal injury.

3. Any Resident, 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, the District Board of Supervisors, its agents, employees or contractors, or who engages in any contest game, function, exercise, competition or other activity operated, organized, arranged or sponsored by them, either on or off District property or Amenity, shall do so at his or her own risk, and shall hold the District, the District Board of Supervisors, its agents, employees, and contractors 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, the District Board of Supervisors, its agents, employees or contractors. Any Resident shall have, owe, and perform the same obligation to the District, the District Board of Supervisors, its agents, employees or contractors hereunder in respect to any loss, cost, claim, injury, damage or liability sustained or incurred by any Guest or Resident.

4. Should any party bound by these District Policies bring suit against the District, the District Board of Supervisors, its agents, employees or contractors in connection with any Amenity or event operated, organized, arranged or sponsored by the District or any other claim or matter in connection with any Amenity or event operated, organized, arranged or sponsored by the District, and fail to obtain judgment therein against District, the District Board of Supervisors, its agents, employees or contractors, 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 attorneys' fees through all appellate proceedings).

#### **SECTION D. AMENITY RENTAL POLICIES**

1. Unless otherwise directed by the District, only Residents may utilize the District Amenities for private events. Upon request for rental, the District Manager shall determine if the location of the proposed use is suitable for the purpose of the rental and shall have the authority to deny any such rental request if, in the District Manager's opinion, the area is inappropriate for the proposed use or the proposed use creates or could create an unsafe condition.

2. All general regulations and policies apply.

3. Residents wishing to utilize the District Amenities for a private event must submit a request to the District Manager regarding the anticipated date and time for the event in order to determine availability. A reservation must be made, and a rental agreement accepted by the District Manager prior to date of rental.

4. No trackless trains, trampolines, battery or gas powered vehicles of any kind are permitted on District property at any time. The staking of tents and other acts which may cause damage to the Amenity facilities or grounds are also prohibited.

5. Inflatable structures, decorations, the provision of pony rides, and/or the use of third-party vendors of any kind must be approved in advance by the District Manager. If the use of a third-party vendor is approved, the vendor must provide either a certificate of insurance or a liability waiver in a form acceptable to the District Manager prior to the rental date.

6. At the time the reservation is made, the Resident must deliver to the District Manager two separate checks or money orders (no cash). One is for the deposit, and one is for the area rental. Checks or money orders should be made payable to Connerton West Community Development District.

7. An accurate count of the number of Guests must accompany deposits. The deposit of \$100.00 will be required at least 14 days in advance of the event.

8. The rental charge is \$50.00 for each 3 hour rental.

9. Deposit refunds may take up to 14 business days to process. To receive the full refund of the deposit, the following must be done:

- a. Remove all garbage and placed in trash container.
- b. Take down all party displays.

10. The following may result in either full or partial forfeiture of the deposit:

- a. Failure to adhere to these Policies;
- b. Damage caused to District property or Amenity;
- c. Insufficient clean-up;
- d. Cancellation of the event without at least 3 days' notice to the District Manager.

11. The deposit is fully refundable if the event is cancelled due to inclement weather.

12. A copy of the approved rental agreement, signed by the District Manager, must be in the renter's position or posted at the rental event site.

## **SECTION E. PLAYGROUND POLICIES**

**Please note that the Playground is an unattended facility and persons using the facility do so at their own risk.**

1. Reservations. Residents may not reserve the playground.

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

3. Children under the age of eight (8) must be accompanied by an adult at least eighteen (18) years of age. Children must remain in the sight of adult supervisor at all times. All children are expected to play cooperatively with other children.

4. Children fifteen (15) years and older are not permitted to play on the Playground equipment.
5. Shoes. Proper footwear is required and no loose clothing, especially with strings, should be worn.
6. Alcoholic beverages, glass containers and other breakable items are prohibited.
7. The use of profanity or disruptive behavior is prohibited.
8. No roughhousing on the playground.
9. Persons using the playground must clean up all food, beverages and miscellaneous trash brought to the playground.
10. Use of the playground may be limited from time to time due to a District-sponsored event or for maintenance purposes.

**SECTION F.            BARBECUE GRILL POLICIES**

1. Use of the Barbecue Grill is limited to Residents and Guests.
2. Use of the Barbecue Grill is on a first come, first serve basis.
3. Residents shall be responsible for the supervision of the Barbecue Grill while in use and shall assume all liability for such use. Residents may bring their own Barbeque Grill to the area, however, they shall supervise the use of the Barbeque Grill at all times and shall be responsible for cleaning up the area and removing the Barbeque Grill after any activity.
4. No persons under the age of eighteen (18) may operate the Barbecue Grill at any time.
5. Glass and other breakable items are not permitted around the Barbecue Grill.
6. Alcoholic beverages are not permitted around the Barbecue Grill.
7. Residents must thoroughly clean the Barbecue Grill after each use. Residents must, at a minimum, remove all charcoal, food remnants and cooking implements.
8. Residents must provide their own cooking implements.

## **SECTION G.            USE OF DISTRICT LAKES AND PONDS**

**Ponds, lakes, and other stormwater management facilities (collectively, “Ponds”) within the District primarily function as retention ponds to facilitate the District’s system for treatment and attenuation of stormwater run-off and overflow. As a result, contaminants may be present in the water. These Policies are intended to limit contact with such contaminants and ensure the continued operations of the Ponds while allowing limited recreational use of the same. The Southwest Florida Water Management District and the District control all policies and procedures for the use and operation of District Ponds. Swimming, bathing, wading and diving are not permitted in any District Pond.**

### **General Rules:**

1. All Ponds are a component of the District’s master surface water management system. There shall be no activities in or around the Ponds that would interfere with their proper operation.
2. The District Board of Supervisors has authorized limited use of Ponds by Residents for the certain recreational activities described below that are not inconsistent with the safe and lawful operation of the Ponds.
3. The use of the Ponds for recreational purposes is strictly at the user’s own risk. Natural environments such as the Ponds are habitats for a variety of wild animals, such as snakes and alligators, that can pose a danger to people. Ponds may also reach extreme depths and the Pond bottom is subject to steep slopes and abrupt changes in depth. Ponds may also contain other natural or man made hazards which may result in injury or death.
4. Pets are not allowed in the Ponds.
5. No docks or other structures, whether permanent or temporary, shall be constructed and placed in the Pond or on the Pond shoreline unless properly permitted and approved by the Southwest Florida Water Management District, the District, and other applicable governmental agencies.
6. No foreign materials may be disposed of in the Pond, including, but not limited to: tree branches, paint, cement, oils, soap suds, building materials, chemicals, fertilizers or any other material that is not naturally occurring or which may be detrimental to the Pond environment.
7. Any hazardous condition must immediately be reported to the District Manager. The presence of any chemical or other similar hazardous condition must immediately be reported to the proper authorities or police.
8. Property owners and Residents are responsible for the activities of their tenants, Guests and invitees.

## **SECTION H.            SHORELINE VEGETATION MAINTENANCE**

1        Pursuant to Section 369.20, *Florida Statutes*, an owner of property abutting the shoreline of the Pond may physically or mechanically remove herbaceous aquatic plants and semi woody herbaceous plants, such as shrub species and willow, within an area delimited by up to 50 percent of the property owner's frontage or 50 feet, whichever is less, and by a sufficient length waterward from, and perpendicular to, the property owner's shoreline to create a corridor to allow access for a boat.

2        All unvegetated areas shall be cumulatively considered when determining the width of the exempt corridor.

3        Physical or mechanical removal does not include the use of any chemicals or any activity that requires a permit pursuant to Part IV of Chapter 373, *Florida Statutes*.

4        Property owners wishing to remove vegetation in accordance with the above statutory criteria must first contact the District Manager for authorization and verification of compliance with the above and the District's wetland maintenance plan and any governmental easements or other restrictions that may be in place over the subject area.

## **SECTION I.            RECREATIONAL BOATING:**

**No watercrafts of any kind are allowed in any of the Ponds on District property.:**

## **SECTION J.            FISHING POLICIES**

1.        Fishing is restricted to Residents only.
2.        Compliance with State fishing licensure requirements must be met.
3.        Fishing is not permitted in certain Ponds within the District, as shown in map designating areas where fishing is prohibited, which is included as Exhibit A to these Policies. Any Pond posted with a sign indicating that there is no fishing shall not be used. Ponds, or a portion of the lands surrounding such Ponds, which may be posted with no trespassing signs shall not be used for any purpose.
4.        In order to maintain every Resident's personal privacy, fishing from Pond banks behind any platted residential lot is not permitted.
5.        Access to Ponds through private property between homes is prohibited and will be considered as trespassing. Exceptions will be made for maintenance purposes through designated maintenance easements.
6.        Live bait is permitted for fishing along with other types of bait.
7.        Catch and Release is the policy for all fishing in District owned Ponds.



8. The following items are prohibited on or near the Ponds: spears, large nets, traps, bows and arrows.
9. To protect the fish and waterfowl, fishing lines must not be left unattended.
10. Violations of the above policies may result in the suspension or termination of your privilege to use the District owned Ponds.
11. Property owners are responsible for the activities of their tenants, Guests and invitees.

**The Connerton West Community Development District is not responsible for injury or damage to persons or property, including accidental death, resulting from the use of lakes or ponds. All persons, including property owners, Residents and Guests and invitees are using lakes and ponds at their own risk. There are no lifeguards or other safety personnel present at any time. Lakes and ponds contain wild animals or other natural or man made hazards which may result in injury or death. The District makes no representation that the use of any lake or pond is suitable for recreational boating or fishing. These policies and procedures are intended only to assist property owners and residents in the orderly and continued enjoyment of the natural surroundings.**

## **SECTION K. SUSPENSION AND TERMINATION OF PRIVILEGES**

1. Use of Amenities are subject to suspension or termination by the Board of Supervisors if a Resident or Guest:
  - a. Exhibits offensive behavior or appearance; or
  - b. Fails to abide by the rules and regulations established for the use of the Amenities; or
  - c. Treats District personnel, employees or contractors of the District in an unreasonable or abusive manner; or
  - d. Engages in conduct that is improper or likely to endanger the health, safety, or welfare of the District, or its supervisors, staff, amenities management, contractors, or other representatives, or other Residents or Guests; or
  - e. Submits false information on any application for use of the Amenities; or
  - f. Permits the unauthorized use of the Amenities; or
  - g. Fails to pay amounts owed to the District in a proper and timely manner; or
  - h. Damages or destroys District property.
2. The District Manager may at any time restrict or suspend or for cause or causes as described above any Residents use of any or all of the Amenities.

3. Notwithstanding the foregoing, any time a Resident or Guest is arrested for an act committed, or allegedly committed, while on the premises of the District, such Resident or Guest shall have all Amenity privileges immediately suspended until the next Board of Supervisors meeting. At the Board meeting, the Board will be presented with the facts surrounding the arrest and the Board may make a recommendation of termination of the Resident's or Guest's privileges.

4. Any Resident or Guest whose privileges have been terminated is entitled to appeal such termination to the Board of Supervisors, whose determination on appeal shall be final.

**The above Policies were amended and adopted by the Connerton West Community Development District Board of Supervisors this 7th day of August 2023.**

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**Secretary/Assistant Secretary**


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**Chairperson/Vice Chairperson**

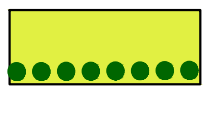
**Exhibit A: Map Designating Fishing Areas**



**LEGEND**

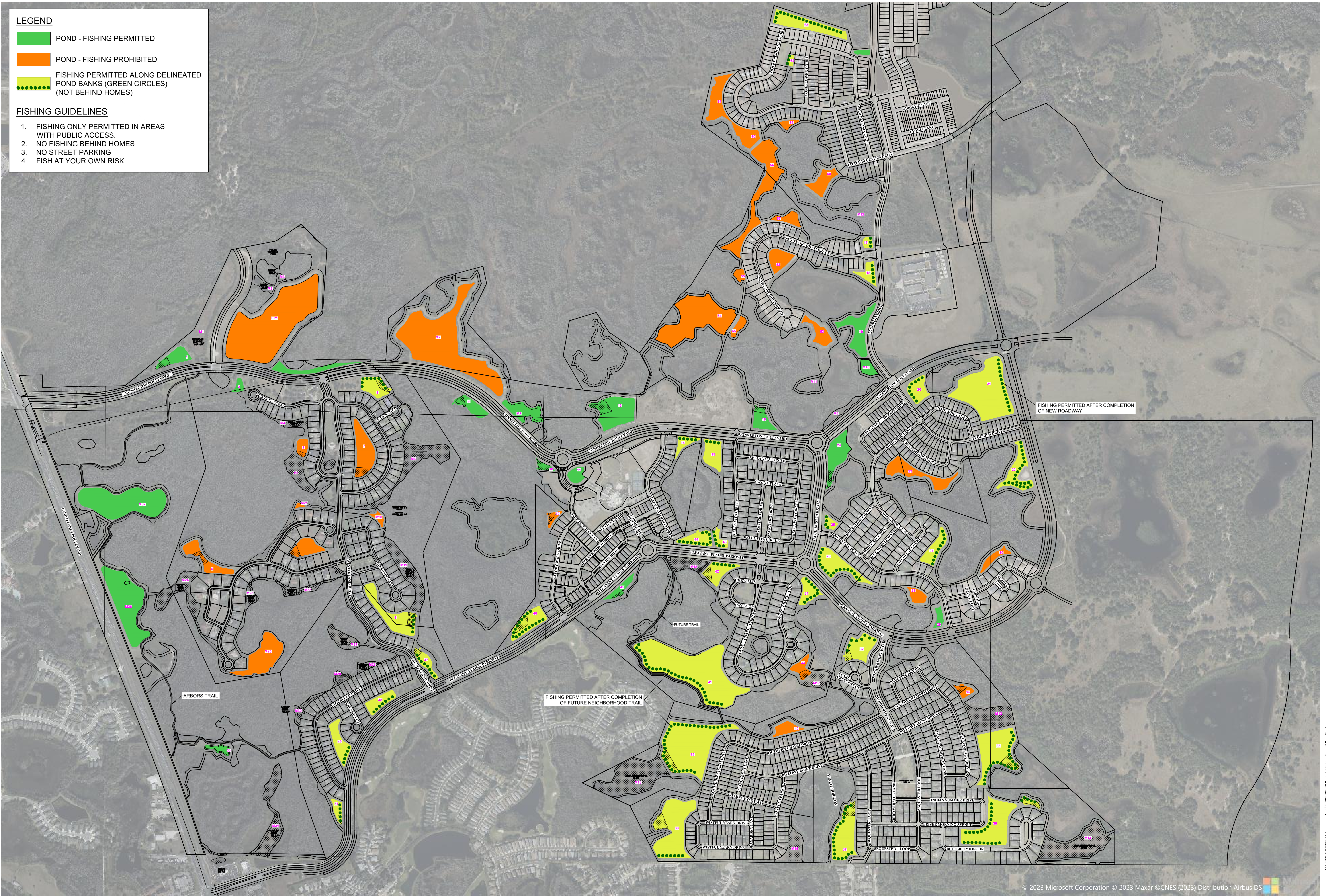
 POND - FISHING PERMITTED

 POND - FISHING PROHIBITED

 FISHING PERMITTED ALONG DELINEATED POND BANKS (GREEN CIRCLES) (NOT BEHIND HOMES)

**FISHING GUIDELINES**

1. FISHING ONLY PERMITTED IN AREAS WITH PUBLIC ACCESS.
2. NO FISHING BEHIND HOMES
3. NO STREET PARKING
4. FISH AT YOUR OWN RISK



# CONNERTON WEST CDD

## FISHING EXHIBIT