

**RULES OF THE  
LAKE ASHTON II COMMUNITY DEVELOPMENT DISTRICT**

**CHAPTER III**

**FEES FOR USE OF CERTAIN LAKE ASHTON II CDD  
FACILITIES AND SERVICES**

PURPOSE. The purpose of this Rule is to establish a fee schedule for the use of certain rooms/facilities and services in the Lake Ashton II CDD Health and Fitness Center (generally referred to herein as the “HFC”) by residents of the Lake Ashton II Community Development District (the “District”), non-residents of the District who have paid the applicable non-resident user fee, and members of the general public who neither reside in nor own property within the District and who have not paid the applicable non-resident user fee; to provide procedures for payment of such fees; to provide definitions; and to provide for an effective date.

SECTION 1 – RENTAL AND SERVICE FEES. The Lake Ashton II Community Development District does hereby establish a comprehensive fee schedule for the use of certain rooms/facilities (as indicated herein) and services within the HFC by residents of the District, non-residents of the District who have paid the applicable non-resident user fee, and members of the general public who neither reside in nor own property within the District and who have not paid the applicable non- resident user fee.

1.1 Pursuant to §190.035, Florida Statutes, the District has the authority to “prescribe, fix, establish, and collect rates, fees, rentals, or other charges ... for the facilities and services furnished by the district ... including, but not limited to, recreational facilities...”.

1.2 The District property owners (“Residents”) have, through the payment of assessments and maintenance fees, made a long-term commitment to financing the construction and operation of the HFC, as well as the ongoing maintenance and operations of the HFC and all related District facilities.

1.3 An additional class of users of the HFC facilities consists of those families and individuals who do not reside in nor own property within the District but who have paid the

District's "non-resident user fee" as established by Chapter II of the District's rules ("Non-Resident Members"). By payment of the required "non-resident user fee", such individuals are entitled to utilize the District facilities on the same basis as Residents.

1.4 A final class of users of the HFC consists of those families and individuals who neither reside nor own property within the District and who have not paid the "non-resident user fee" ("Non-Residents").

1.5 The fee schedule set forth in Section 1.6 herein has been established by the District for payment by Residents, Non-Resident Members and Non-Residents. This fee schedule has been promulgated to provide revenue to equitably contribute to the payment of expenses associated with the operation and maintenance of the HFC rooms/facilities.

1.6 Fee Schedule.

(a) Fees for Residents. Because of the operation and maintenance assessments already paid by Residents of the District, there will be no rental fee for any Resident wishing to reserve the HFC Community Center or any portion thereof, or any other meeting room provided all people in attendance are residents of Lake Ashton II (the residency requirement excludes staff and presenters). Residents wishing to reserve the HFC Community Center or other facility for a function where fifty (50) people or more are in attendance and the meeting is not exempt from fees, as described above, are required to pay a fee equal to fifty percent (50%) of the rate applicable to Non-Residents. However, for a Resident to be entitled to a waiver of the fee or a reduced fee, as described herein, the Resident or a member of their immediate family (to include Resident's children and grandchildren, brothers and sisters, brothers in law and sisters in law, daughters in law and sons in law) must be the direct beneficiary of the reservation, and the Resident must be in attendance for the entirety of, and shall remain primarily responsible for, the event related to the reservation. No fees are to be charged to a resident using the facility for purposes of a memorial service.

(b) Fees for Non-Resident Members. Because of the "non-resident user fees" already paid by Non-Resident Members, the rental fees for individuals in this class shall be identical to those applicable to Residents as set forth above.

(c) Fees for Non-Residents. Any Non-Resident wishing to rent an HFC room or facility for a function, regardless of the number of people that will be in attendance, shall pay rental fees as follows: (i) the fee for the HFC Community Center is \$750 for the months of May

through October; (ii) the fee for HFC Community Center is \$937.50 for the months of November through April; (iii) the fee for any other meeting room, space or facility in the HFC is \$150.

(d) Fees for Clubs and Other Organizations. Lake Ashton clubs and organizations raising funds for fully registered 501(c)(3) charities recognized by the United States Internal Revenue Service or other Lake Ashton non-profit organizations shall pay a \$100 rental fee for any facility reserved, plus any direct expenses occurring as a result of the event. Government entities requesting a facility reservation for public safety purposes or to be used as a polling location shall not be charged a rental fee. No rental fee will be charged to organizations requesting to use the facility for purposes when Lake Ashton Residents will receive reciprocal benefit at other venues, such as Polk Senior Games. No room rental fee shall be charged to Lake Ashton golf associations or other sanctioned Lake Ashton recreational organizations using the facilities for tournaments, competitions or award banquets. No room rental fee will be charged for any valid club or organization (as defined in the District's Amenity Facilities Policies) where no more than fifty (50) non-residents are in attendance.. A cleanup fee, in an amount determined by the District, may be charged, as necessary; this cleanup fee is in addition to any security deposits and/or other fees charged hereunder.

(e) Security Deposits and Fees. A refundable facility damage security deposit of up to \$500 shall be charged to all Non-Residents renting any of the facilities described herein and will be collected by the District in advance in accordance with the District's adopted Amenity Facilities Policies, as they may be amended from time to time. The District and the Non-Resident renter shall coordinate and participate in pre - and post-event inspections of the facility. The release of the facility damage security deposit shall not occur until the District representative has verified that the facility is in the same or better condition than indicated on the pre-inspection checklist. In addition to the facility damage security deposit, a security attendant fee of up to \$1,000 may, in the sole discretion of the District, be collected from the renter based on the number of guests and the length of the event.

(f) Special Event and Entertainment Fees. The District may, from time to time, schedule or otherwise organize special events and/or entertainment; the admission or other fees associated with these types of events can be up to \$100 per ticket.

(g) Newsletter Advertising Fees. The District may publish a monthly community newsletter and charge a fee for advertising in the newsletter to compensate for the

production costs of the publication. Fees for advertising in the newsletter may be up to \$500 per page, per month.

(h) Resident Services and Clerical Fees. The District may provide Entrance Gate openers to Residents. The fees for gate openers can be up to \$70 per opener. The District may provide clerical services to Residents including, but not limited to, making copies, sending/receiving facsimiles, newsletter subscriptions, laminating, and the printing of resident directories. Fees for such services are as follows: copies are \$.05/page (black and white), \$.10/page (black ink on colored paper), \$.25/page (color ink); local facsimiles are \$1 for the first page and \$.25 each additional page; long-distance facsimiles are \$2 for the first page and \$.25 for each additional page; international facsimiles are \$6 for the first page and \$4 for each additional page; incoming facsimiles are \$.25/page; newsletter subscriptions are \$3/month; laminating is \$5/page; each printed quarterly resident directory is \$2/copy.

(i) Sponsorship Fees. The District may facilitate agreements with vendors who want to market to the Lake Ashton community. There may be times when a special event is sponsored by a vendor, and sponsorship fees for such events can be up to \$5,000 per event.

(j) Increases, Fee Non-Refundable. Such fee may be increased, not more than once per year, by action of the Board of Supervisors, to reflect increased costs of operation of the HFC. All fees shall be non-refundable after receipt by the District except when notice of cancellation is received at least six (6) months in advance of the reserved date. Exceptions to the refund policy may be made from time to time, in the District's sole discretion, if the District is able to re-rent the facility.

1.7 Payment of all fees and deposits set forth herein, as well as reservation of said room/facilities, shall be in accordance with the District's adopted Amenity Facilities Policies, as they may be amended from time to time.

1.8 District staff may require individuals wishing to rent the HFC rooms/facilities described herein to provide a completed information sheet as well as execute a waiver and indemnification form prior to using the HFC rooms/facilities.

1.9 In addition to this Rule, all families or individuals desiring to utilize the HFC rooms/facilities will be required to comply with all regulations, policies and procedures set forth in the District's Amenity Facilities Policies, as adopted by the Board of Supervisors and amended from time to time.

1.10 In accordance with that certain Interlocal Agreement between Lake Ashton Community Development District and Lake Ashton II Community Development District pertaining to reciprocal use of amenity facilities dated December 14, 2005 (the “Interlocal Agreement”), any individuals or families residing or owning real property within Lake Ashton Community Development District shall, for the purposes of this Rule, be treated the same as Residents and shall be subject to the same fee schedule applicable to Residents as set forth herein. Such use by residents of Lake Ashton Community Development District shall be subject to the Interlocal Agreement and other applicable rules and policies of both districts.

SECTION 2 – DEFINITIONS.

2.1 “District” – The Lake Ashton II Community Development District, as defined in Section 2.3 herein.

2.2 “Fee Schedule” – A fee established to defray the cost of operation and maintenance of the HFC property and facilities.

2.3 “Lake Ashton II Community Development District” – A political subdivision of the State of Florida, created pursuant to Chapter 190 of the Florida Statutes.

2.4 “Resident” – Person or persons owning property within the District or a renter that has been delegated the privileges of the property owner.

2.5 “Non-Resident Member” – Person or persons who do not own a home or lot within the District but have paid the applicable “non-resident user fee” as established by the District.

2.6 “Non-Resident” – Person or persons who do not own a home or lot within the District and have not paid the applicable “non-resident user fee” as established by the District.

2.7 Terms “May” and “Shall” – As used herein, the word “may” is permissive, and the word “shall” is mandatory.

2.8 “HFC” – Real property and improvements owned by the District consisting of and including, but not limited to, the structure commonly referred to as the Lake Ashton HFC.

SECTION 3 - EFFECTIVE DATE. This Rule shall be effective as of \_\_\_\_\_, \_\_\_\_, 2015.

Specific Authority: Chapter 190.035; 120.54, Florida Statutes

Law Implemented: Chapter 190.035(1), 190.036, 190.012(1), Florida Statutes