

CHAPTER III:
Lake Ashton II Community Development District
Rule for Amenities Rates

Law Implemented: ss. 190.011, 190.035, Fla. Stat. (2018)
Effective Date: August 22, 2019

In accordance with Chapters 190 and 120 of the *Florida Statutes*, and on August 22, 2019, at a duly noticed public meeting and after a duly noticed public hearing, the Board of Supervisors of the Lake Ashton II Community Development District adopted the following rules to govern rates for the District’s Amenity Facilities, which shall include, but not specifically limited to, the Lake Ashton Health and Fitness Center. All prior rules of the District governing this subject matter are hereby rescinded.

1. **Introduction.** This rule addresses various rates, fees and charges associated with the Amenities owned and managed by the Lake Ashton II Community Development District.
2. **Definitions.** The following definitions shall apply to this Chapter III: Rules for Amenities Rates. All capitalized terms not otherwise defined herein have the definitions ascribed to them in the District’s Amenities Facilities Policies.
 - 2.1. **“Amenities Facilities Policies”** shall mean the Amenity Facilities Policies of Lake Ashton II Community Development District, as amended from time to time.
 - 2.2. **“District”** shall mean the Lake Ashton II Community Development District.
 - 2.3. **“Fee Schedule”** shall collectively refer to the fees and rates set by these Rules for Amenities Rates.
 - 2.4. **“HFC”** shall mean the Lake Ashton Health and Fitness Center.
 - 2.5. **“Rules for Amenities Rates”** shall mean this Chapter III: Rules for Amenities Rates, as may be amended from time to time, of the Lake Ashton II Community Development District.
3. **Rental Rates.** Any Patron or Non-Resident wishing to rent the following portions of the Amenity Facilities must pay the appropriate fee and submit a security deposit in the amounts set forth below:

Area / Service	Patron Rate & Deposit	Non-Resident Rate & Deposit
HFC Community Center Room <i>May - October</i>	Free	\$750 regardless of the number of attendees \$0 to \$500 refundable facility damage deposit
HFC Community Center Room <i>November – April</i>	Free	\$937.50 regardless of the number of attendees \$0 to \$500 refundable facility damage deposit
Rose Garden	Free	\$0 to \$200 regardless of the number of attendees \$0 to \$500 refundable facility damage deposit
All Other HFC Meeting Room, Space, or Facility (Kitchen, Poker, Card, Craft, Sports Court, Media Center, Garden Area, and Billiard Room)	Free	\$0 to \$150 regardless of the number of attendees \$0 to \$500 refundable facility damage deposit

4. Entrance Gate Opener

Item	Patron Fee (as established at the discretion of the Amenity Manager)
Patron	\$0 - \$70/gate opener

5. Clerical Fees; Service Fees.

Item	Patron Fee (as established at the discretion of the Amenity Manager)
Copies	\$.05/page for black and white ink on white paper \$.10/page for black and white ink on color paper \$.25/page for color ink
Local of Toll Free Facsimiles	\$1 for the first page + \$.25/each additional page
Long-Distance Facsimiles	\$2 for the first page + \$.25/each additional page
International Facsimiles	\$6 for the first page + \$4/each additional page
Incoming Facsimiles	\$.25/page
Laminating	\$5/page
Quarterly Resident Directory	\$2/printed copy
Propane Replacement for Grills	\$10/propane tank replacement
Reserve Tables for events	\$10/table set up – one table per Resident or Non-Resident

6. **Security Deposits.** All required deposits shall be paid in advance of the event in accordance with the District’s Amenity Facilities Policies or, if none provided, as determined by the Amenity Manager. The Amenity Manager and any Non-Resident renter shall coordinate and participate in pre- and post-event inspections of any rented Amenity Facility. The refunding of the Deposit, if any, shall not occur until the District representative has verified that the rented

Amenities Facility is in the same or better condition than indicated on the pre-inspection checklist.

7. **Resident Programs, Activities, Services and Goods Fees.** A wide variety of programs, activities, services and goods are offered by the District. The fees for these will be based on market rates ranging from \$0 to \$100/person as determined by the Amenity Manager.
8. **Rental for Memorial Service.** No rental fees shall be charged to a Patron using the Amenity Facilities for purposes of a memorial service.
9. **Rental by Governmental Entity.** No rental fees shall be charged to a governmental entity using the Amenity Facilities for public safety purposes or for use as a polling location.
10. **Rental by Approved Recreational Clubs or Homeowner’s Associations.** The District’s Board has determined that the purpose of the Amenity Facilities is to provide a facility for recreational activities and, in furtherance of that stated purpose, desires to offer free or reduced rates for rental of the HFC Community Center Room or any other HFC meeting room, space, or facility by (i) valid recreational clubs or organizations approved by the District (as determined in the District’s Amenity Facilities Policies) (“Clubs”), (ii) Not-for-Profit (Charitable) organizations (“Charities”); (iii) revenue generating events (“Revenue Generating Events”) or (iv) homeowners associations serving the community within the District (“HOA”). The following fees and rates shall apply to such events:

Event Type	Type of Fee/Rate	Amount
Regular Club or HOA Event	Rental of any Amenity Facility	Free if all persons in attendance are Patrons. Events with both Patrons and Non-Residents in attendance: For 0-49 Non-Residents attend: \$0 - \$25 For 50+ Non-Residents attend: \$375
Charity Event	Rental of any Amenity Facility	\$100 Charity must be a fully registered 501(c)(3) organization recognized by the U.S. IRS.
Tournaments, Competitions, or Award Banquets by Club or HOA	Rental of any Amenity Facility	\$0
Revenue Generating Event (for both Patrons/Non-Residents)	Rental of HFC Community Center, Kitchen, and Garden	\$150 for set up/take down No damage deposit
Revenue Generating Event (for both Patrons/Non-Residents)	Rental of All Other HFC Meeting Room, Space, or Facility (Poker, Card, Craft, Sports Court, Media Center, and Billiard Room)	\$25/hour for set up/take down (free if no set up/take down required) No damage deposit

11. **Special Provisions for Rental Events.** The District may in its sole discretion require additional staffing, insurance, cleaning, security (private or off-duty law enforcement) or other service for any given event, and, if so, may charge an additional fee for the event equal to the cost of such staffing, insurance, cleaning, security (private or off-duty law enforcement) or service plus up to an additional fifteen percent (15%), which amount may be increased or decreased based upon the prevailing market rates. Unless identified herein, no other amenities or facilities of the District may be rented.
12. **Nonrefundable; Adjustment of Rates.** 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; provided however, 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. The Amenities Manager has authority to establish fees within the ranges set forth herein. Further, the Board may adjust by resolution adopted at a duly noticed public meeting any of the fees set forth herein by not more than ten percent (10%) per year to reflect actual costs of operation of the amenities, to promote use of the amenities, or for any other purpose as determined by the Board to be in the best interests of the District. The Board may also in its discretion authorize discounts.
13. **Prior Rules.** Any prior rules setting amenities rates are hereby rescinded to the extent such rules are in conflict with the rules set forth herein.
14. **Severability.** The invalidity or unenforceability of any one or more provisions of this rule shall not affect the validity or enforceability of the remaining portions of this rule, or any part of this rule not held to be invalid or unenforceable.

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