

**ASTURIA
COMMUNITY DEVELOPMENT DISTRICT**

Amenity Facility Policies

As Revised August 4, 2016

DEFINITIONS

“Amenity Facilities” or “Amenity Center” – 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 clubhouse, fitness center, pool, pool deck, playground, and Parks, together with their appurtenant facilities and areas.

“Amenity Facilities Policies” or “Policies” – shall mean these Amenity Facilities Policies of Asturia Community Development District, as amended from time to time.

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

“Amenity Staff” – shall mean the District Manager, Amenity Manager, or such other individuals so designated by the District’s Board of Supervisors to manage or operate the Amenity Facilities.

“Annual User Fee” – shall mean the fee established by the District for any person that is not a Resident and wishes to become a Non-Resident Patron. The amount of the Annual User Fee is set forth herein, and that amount is subject to change based on Board action.

“Board of Supervisors” or “Board” – shall mean the Asturia Community Development District’s Board of Supervisors.

“District” – shall mean the Asturia Community Development District.

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

“Guest” – shall mean any person or persons who are invited and accompanied by a Patron to participate in the use of the Amenity Facilities. However, an individual, that is not an immediate family member residing in the household, may be a Guest of a Patron no more than a total of eight (8) times per calendar year.

“Key Card” – shall mean an electronic key card distributed by the District Manager to residents of the District (two per residential unit) to access the Amenity Facilities.

“Non-Patron” – shall mean any individual that is not a Patron who is renting any portion of the Amenity Facilities pursuant to these policies.

“Non-Resident Patron” – shall mean any person and his or her immediate family who is: (1) residing within the same residence, (ii) not owning property in the District, and (iii) and paying the Annual User Fee to the District for use of all Amenity Facilities.

“Park” – shall mean the properties and areas owned by the District with lawns, landscaped

beds, playgrounds, lighting, sidewalks, and benches that are intended for informal recreational use.

“Patron” or “Patrons” – shall mean Property Owners’, Guests, Non-Resident Patrons, and Renters.

“Property Owner” – shall mean that person or persons having fee simple ownership of land within the Asturia Community Development District.

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

“Resident” – shall mean a Property Owner and his or her immediate family residing within the same residence.

GUESTS

- (1) Patrons who have a Guest are responsible for any and all actions taken by such Guest. Violation by a Guest on any of these Policies as set forth by the District could result in loss of that Patron’s privileges.
- (2) Each Patron may bring no more than four (4) persons per residence as guests to the Amenities at one time unless the Patron has reserved a room at the Amenity Facilities and has paid the required usage fee. In the event the Patron has rented a room or pavilion at the Amenity Facilities, the number of Guests shall be limited by the room or pavilion policies.

RENTER’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 Renter of their residential unit(s) as the beneficial users of the Property Owners’ Amenity Facilities privileges. All such designations must be in writing and contain an affirmative statement of the Renter’s rights for the use and enjoyment of the Amenity Facilities. A copy of the written designation must be provided to the District Manager before the Renter will be permitted to use the Amenity Facilities.
- (2) A Renter 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 shall assume all liabilities associated with the assignment of such rights and privileges.
- (3) During the period when a Renter 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.

- (4) Property Owners shall be responsible for all charges incurred by their Renters which remain unpaid after the customary billing and collection procedure established by the District. Property Owners are responsible for the department of their respective Renters.
- (5) Renters shall be subject to such other rules and regulations as the Board may adopt from time to time.

AMENITY CENTER USER FEE STRUCTURE

- (1) The Annual User Fee for persons not owning property within the District is \$2,500 per Non-Resident Patron which shall be reviewed each year in conjunction with the adoption by the District of its annual budget.
- (2) All Guests must be accompanied by a Patron (as defined below) at all times with a max of four (4) Guests per visit.
- (3) All persons renting or leasing a home from persons owning the property in the District will be required to obtain a Key Card from the Amenity Manager.

GENERAL AMENITY CENTER PROVISIONS

- (1) Patrons must use their assigned Key Card to enter the Amenity Facilities.
- (2) Children under sixteen (16) years of age must be accompanied by a parent or adult Patron, eighteen (18) years of age or older.
- (3) The Amenity Center's hours of operation will be established and published by the District considering the season of the year and other circumstances. The Amenity Center will be closed on the following Holidays: Christmas Day, Thanksgiving Day, New Year's Day, and Easter. The Amenity Center will also close early at the discretion of the Amenity Staff on Christmas Eve and New Year's Eve.
- (4) Alcoholic beverages shall not be served or sold, nor permitted to be consumed on the Amenity Center's premises, except at pre-approved special events. Approval may only be granted by the District's Board of Supervisors or the District Chairperson if so authorized by the Board of Supervisors (present request to the District Manager's Office in advance of the meeting) and will be contingent upon providing proof of event insurance with the District named an additional insured. Patrons will be required to hire a licensed and insured vendor of alcoholic beverages, and they must provide proof of this to the District Manager's Office prior to the event.
- (5) Vehicles must be parked in designated areas. Vehicles should not be parked on grass lawns, sidewalks, pathways, or in any way which blocks the normal flow of traffic.

- (6) Fireworks of any kind are not permitted anywhere on the facilities or adjacent areas.
- (7) No Patron or Guest is allowed in the service areas of the Amenity Facility.
- (8) The Board of Supervisors reserves the right to amend or modify these policies when necessary and will notify the Patrons of any changes by posting such changes on asturiacdd.org.
- (9) The Board of Supervisors, District Manager, and personnel of the Amenity Center have full authority to enforce these policies.
- (10) At no charge, two (2) facility Key Cards will be issued to a Resident. Proof of property ownership may be required annually. All Patrons must use their Key Card for entrance to the Amenity Center. The Key Card should not be given out to non-residents. A maximum of two (2) Key Cards will be issued per residential unit.
- (11) For *Replacement* Key Cards - Property owners will be charged \$30.00 to replace a Key Card. Please contact the Amenity Manager for instructions on how to obtain a replacement Key Card. Any Key Card being replaced will be deactivated.
- (12) Smoking or the use of smokeless tobacco products, e-cigarettes, or vaporizers is not permitted anywhere within or on the grounds of the Amenity Facilities.
- (13) Guests must be registered and accompanied by a Patron before entering the Amenity Center.
- (14) Disregard for any Amenity Center rules or policies may result in expulsion from the facility and/or loss of Amenity Center privileges and will not relieve Patrons of obligations to pay assessments, rates, or fees incurred.
- (15) At the discretion of Amenity Center personnel, children between the ages of sixteen (16) and seventeen (17) who violate the rules and policies may be expelled from the facility for one day. Upon such expulsion, a written report shall be prepared detailing the name of the child, the prohibited act 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 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, eighteen (18) years of age or older, at all times.
- (16) Patrons and their Guests shall treat all staff members with courtesy and respect.
- (17) Off-road bikes/vehicles, and any unlicensed motor vehicles are prohibited on all property owned, maintained, and operated by the Asturia Community Development District or the Amenity Facilities. Golf carts may be used on roadways within the District provided such use is in accordance with applicable governmental rules and regulations, including those of

Pasco County. Golf carts may not be driven or parked on any lawn areas, sidewalks, or other non-roadway surfaces within the Amenity Facilities.

- (18) The Amenity Center will not offer child care services to Patrons or Guests under the authority or supervision of the District at any of its facilities.
- (19) Skateboarding is not allowed on any Amenity Facility property, this includes but is not limited to: the Amenity building porches and steps, pool area, athletic fields, playground areas, pathways, and sidewalks surrounding this area.
- (20) Loss or destruction of property or instances of personal injury:
 - a. Each Patron and each Guest as a condition of invitation to the premises of the center assume sole responsibility for his or her property. The District and its contractors shall not be responsible for the loss or damage to any private property used or stored on the premises of the Amenity Center, whether in lockers or elsewhere.
 - b. No person shall remove from the room in which it is placed or from the Amenity Center's premises any property or furniture belonging to the District or its contractors without proper authorization. Amenity Center Patrons shall be liable for any property damage and/or personal injury at the Amenity Center, or at any activity or function operated, organized, arranged or sponsored by the District or its contractors, caused by the member, any guests or any family members. The District reserves the right to pursue any and all legal and equitable measures necessary to remedy any losses due to property damage or personal injury. The District will utilize video surveillance to monitor compliance with these Policies.
 - c. Any Patron, 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 or its contractors, or who engages in any contest, game, function, exercise, competition or other activity operated, organized, arranged or sponsored by the District, either on or off the Amenity Center's premises, shall do so at his or her own risk, and shall hold the Amenity Center, the District, the Board of Supervisors, District employees, District representatives, District contractors, and District agents, 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, or their respective operators, Supervisors, employees, representatives, contractors, or agents. Any Patron shall have, owe, and perform the same obligation to the District and their respective operators, Supervisors, employees, representative, contractors, and agents hereunder in respect to any loss, cost, claim, injury, damage or liability sustained or incurred by any guest or family member of such Patron.

- d. Should any party bound by these Policies bring suit against the District, the Board of Supervisors or staff, agents or employees of the District, any Amenity Center operator or its officers, employees, representatives, contractors or agents in connection with any event operated, organized, arranged or sponsored by the District or any other claim or matter in connection with any event operated, organized, arranged or sponsored by the District, and fail to obtain judgment therein against the District or the Amenity Center operator, officers, employee, representative, contractor or agent, 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 attorney's fees through all appellate proceedings).

PET AND SERVICE ANIMAL POLICY

Dogs or other pets (with the exception of those trained to do work or perform tasks for an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability (“Service Animal(s)”) are not permitted on or within any District-owned public accommodations including, but not limited to, the Amenity Facilities with the exception of Parks (excluding playground facilities). A Service Animal 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:

- If the Service Animal is out of control and the handler does not take effective measures to control it;
- If the Service Animal is not housebroken; or,
- 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.

Where dogs or other pets are permitted on the grounds, they must be leashed. Patrons are responsible for picking up after all pets as a courtesy to residents.

GENERAL SWIMMING POOL RULES

- (1) Patrons may only gain access to the pool area through the use of their Key Cards. At any given time, a Patron may accompany up to four (4) Guests at the swimming pool.
- (2) No Lifeguards will be on duty. Patrons swim at their own risk while adhering to swimming pool rules.
- (3) Children under sixteen (16) years of age must be accompanied by a Parent or Adult Patron, eighteen (18) years of age or older, at all times for usage of the pool facility.

- (4) Radios, televisions, and the like may be listened to if played at a volume which is not offensive to other members and guests.
- (5) Swimming is permitted only during designated hours, as posted at the pool. Swimming after dusk is prohibited by the Florida Department of Health. During these posted hours Patrons swim at their own risk while adhering to swimming pool rules.
- (6) Pool facilities will be closed during periods of heavy rain, thunderstorms and other inclement weather.
- (7) Showers are required before entering the pools.
- (8) Glass containers and aluminum cans are not permitted in the pool area.
- (9) 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.
- (10) The use of floats and rafts, except personal flotation devices worn by or attached to a person, is prohibited in the Amenity Facility. The District and District Manager reserve the right to discontinue usage of other play equipment, such as snorkels, dive sticks and balls, during times of peak or scheduled activity at the pool, or if the equipment creates a safety concern.
- (11) Swimming Pool hours will be posted. Pool availability may be rotated in order to facilitate maintenance of the Amenity Center; this usually requires the pool being closed for one (1) full day. Depending upon usage the pool may require closure for additional periods of time to facilitate maintenance and keep it up to health code.
- (12) No access will be allowed, by a Patron or any other person, before or after Swimming Pool hours. Trespassing may be prosecuted as a criminal offense and may lead to the loss of the Key Card and/or the revocation of access to the Amenity Center for the entire household.
- (13) Pets, bicycles, skateboards, roller blades, scooters and golf carts are not permitted on the pool deck area inside the pool gates at any time.
- (14) The Amenity Facility staff reserve the right to authorize all programs and activities, including with regard to the number of guest participants, equipment, supplies, usage, etc., conducted at the pool, including swim lessons, aquatic/recreational programs and pool parties. Any organized activities taking place at the Amenity Facility must first be approved by the Amenity Manager.
- (15) Any person swimming during non-posted swimming hours may be suspended from using the facility.

- (16) Proper swim attire (no cutoffs) must be worn in the pool.
- (17) No chewing gum is permitted in the pool or on the pool deck area.
- (18) Alcoholic beverages are not permitted in the pool area.
- (19) No diving, jumping, pushing, running or other horseplay is allowed in the pool or on the pool deck area.
- (20) For the comfort of others, the changing of diapers or clothes is not allowed at pool side. Changing tables are provided in the restroom facility.
- (21) No one shall pollute the pool. Anyone who does pollute the pool is liable for any costs incurred in treating and reopening the pool.
- (22) Radio controlled water craft are not allowed in the pool area.
- (23) Pool entrances must be kept clear at all times.
- (24) No swinging on ladders, fences, or railings is allowed.
- (25) Pool furniture is not to be removed from the pool area.
- (26) Loud, profane, or abusive language is absolutely prohibited.

Swimming Pool: Feces Policy

- (1) If contamination occurs, the pool will be closed for at least twelve (12) hours and the water will be shocked with chlorine to kill all bacteria.
- (2) Parents should take their children to the restroom before entering the pool.
- (3) Children under three (3) years of age, and those who are not reliably toilet trained, must wear rubber lined swim diapers and a swimsuit over the swim diaper.

Swimming Pool: Thunderstorm Policy

During periods of heavy rain, thunderstorms, and other inclement weather, swimming is prohibited. Amenity staff reserves the right to close the pool during such times.

FITNESS CENTER POLICIES

All Patrons and Guests using areas designed and designated for exercise or fitness use of the within the Amenity Facility (the “Fitness Center”) are expected to conduct themselves in a responsible, courteous and safe manner in compliance with all Policies and Rules of the Asturia Community Development District governing the Amenity Facilities. Disregard or violation of the District’s Policies and Rules and misuse or destruction of Fitness Center equipment may result in the suspension or termination of Fitness Center privileges.

Please note the Fitness Center may be an unattended facility, persons using the facility do so at their own risk. Amenity Center Staff is not present to provide personal training or exercise consultation to Patrons or Guest. Persons interested in using the Fitness Center are encouraged to consult with a physician prior to commencing a fitness program.

- (1) *Hours:* The Fitness Center opens for use by Patrons during normal operating hours to be established and posted by the District. No access will be allowed, by a Patron or any other person, before or after Fitness Center hours. Trespassing may be prosecuted as a criminal offense and may lead to the loss of the Key Card and/or the revocation of access to the Amenity Center for the entire household.
- (2) *Emergencies:* All emergencies and injuries must be reported to the Amenity Staff as well as the District Manager at 813-994-1001.
- (3) *Eligible Users:* Patrons sixteen (16) years of age and older are permitted to use the Fitness Center during designated operating hours. No children under the age of sixteen (16) are allowed in the Fitness Center at any time. Guests may use the Fitness Center if accompanied by an adult Patron, eighteen (18) years of age or older. Patrons and Guests use this facility at their own risk.
- (4) *Proper Attire:* Appropriate clothing and athletic footwear (covering the entire foot) must be worn at all times in the Fitness Center. Appropriate clothing includes t-shirts, shorts, leotards, and/or sweat suits.
- (5) *Food and Beverage:* Food (including chewing gum) is not permitted within the Fitness Center. Beverages, however, are permitted in the Fitness Center if contained in non-breakable containers with screw top or sealed lids. Alcoholic beverages are not permitted.
- (6) *General Policies:*
 - Each individual is responsible for wiping off fitness equipment after use.
 - Prior to the use of any personal trainer at the Amenity Facilities, the personal trainer must enter into an agreement with the District and provide evidence of acceptable training certificates and insurance.
 - Hand chalk is not permitted to be used in the Fitness Center.

- Music and/or digital media players are not permitted unless they are personal units equipped with headphones. However, Amenity staff is permitted to play music throughout the Amenity Facilities.
- No bags, gear, or jackets are permitted on the floor of the Fitness Center or on the fitness equipment.
- Smoking and smokeless tobacco products are not permitted anywhere in the Fitness Center.
- Weights or other fitness equipment may not be removed from the Fitness Center.
- Use of cardiovascular equipment shall be limited to thirty (30) minute periods and individuals shall alternate between multiple sets on weight equipment if other individuals are waiting. Please return weights and other fitness equipment to the 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 Amenity staff may have priority over other users of the Fitness Center.
- All malfunctioning or broken equipment should immediately be reported to the District Manager at 813-994-1001.

PLAYGROUND POLICIES

- (1) Children under the age of eight (8) must be accompanied by an adult, eighteen (18) years of age or older.
- (2) No roughhousing on the playground.
- (3) Individuals using the playground must clean up all food, beverages and miscellaneous trash brought to the playground. Glass containers are prohibited.
- (4) Use of the playground may be limited from time to time due to sponsored events which must be approved in advance by the District Manager.
- (5) The use of profanity or disruptive behavior is absolutely prohibited.
- (6) Smoking and smokeless tobacco products are not permitted on the playground.
- (7) Alcoholic beverages are not permitted on the playground.

FACILITY RENTAL POLICIES

Certain portions of the Amenity Center may be reserved for private events. Only one (1) room or portion of the Amenity Center is available for rental during regular hours of operation. Reservations may be made by both Patrons and Non-Patrons subject to the rates table below. Reservations may not be made by Patrons more than four (4) months prior to the event. Reservations made by Non-Patrons may be made no more than three (3) months in advance of the event. In addition, each household may rent a portion of the Amenity Center no more than six (6) times per calendar year. Persons interested in doing so should contact the Amenity Manager regarding the anticipated date and time of the event to determine availability. Please note that the Amenity Center may be unavailable for private events on the following holidays and on surrounding dates:

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| Easter Sunday | Memorial Day Weekend | 4 th of July |
| Labor Day Weekend | Thanksgiving | Christmas Eve |
| Christmas Day | New Year’s Eve | |

The District retains the right to reserve the Amenity Center and additional facilities for District use at any time.

- (1) *Available Facilities:* The clubhouse and the meeting room are areas of the Amenity Center that are available for private rental (capacity; rental fee established by rule) for up to five (5) total hours (including set-up and post-event cleanup):

The pool and pool deck area of the Amenity Center is not available for private rental and shall remain open to other Patrons and their Guests during normal operating hours. However, the Porch and Pool Pavilion may be rented in accordance with these rental policies.

Individuals renting any portion of the Amenity Center shall be responsible for any and all damage and expenses arising from the event.

- (2) *Rental Fees:* A non-refundable room rental fee will be charged according to the schedule below: A final guarantee (number) of guests is to be conveyed to the Amenity Manager no later than ten (10) days before the date of the scheduled event. In absence of a final guarantee, the number indicated on the original agreement will be considered correct. A check *shall* be made out to the “Asturia Community Development District” and submitted to the District Manager’s Office within ten (10) days from the reservation date.

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| Patron Rates | \$75.00 for up to 25 guests \$125.00 for 26 to 50 guests \$175.00 for 50 guests or more, up to designated maximum occupancy |
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| Non-Patron Rates | \$250.00 for up to 25 guests \$350.00 for 26 to 50 guests \$450.00 for 50 guests or more, up to the maximum designated occupancy |
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- (3) *Reservations:* Individuals interested in reserving a room must submit to the Amenity Manager, no later than fourteen (14) days prior to the event, a completed Facility Use Application indicating the nature of the event, the number of guests that will be attending, the hours when the event will be held, and whether alcohol and/or food will be served. The Amenity Manager will determine if a Special Event Agreement will need to be executed prior to use of the Amenity Center. Where determined by the Amenity Manager to be required, a properly executed Special Event Agreement, along with all documentation required therein, must be received by the Amenity Manager no less than ten (10) days prior to the date of the event. The Amenity Manager will review the Facility Use Application on a case-by-case basis and has the authority to reasonably deny a request. Denial of a request may be appealed to the District’s Board of Supervisors for consideration.
- (3) *Deposit:* At the time of approval, one (1) check or money order (no cash) made payable to the **Astoria Community Development District** should be submitted to the Amenity Manager, received at least ten (10) days from the reservation date, in order to reserve the room. The check should be in the amount of Two Hundred and Fifty Dollars (\$250.00) as a deposit. Deposit checks will be cashed by the District prior to an event. The District will issue a refund for the amount of the deposit following the event provided the District Manager determines that there has been no damage to the facility and the facility has been properly cleaned after use. If the facility is not properly cleaned, the deposit will be kept for this purpose. To receive a full refund of the deposit, the following must be completed:
- Ensure that all garbage is removed and placed in the dumpster.
 - Remove all displays, favors or remnants of the event.
 - Restore the furniture and other items to their original position.
 - Wipe off counters, table tops and sink area.
 - Replace garbage liner.
 - Clean out and wipe down the refrigerator, and all cabinets and appliances used. Clean any windows and doors in the rented room. Floor should be swept clean.
 - Ensure that no damage has occurred to the Amenity Center and its property.

If additional cleaning is required, the individual reserving the room will be liable for any expenses incurred by the District to hire an outside cleaning contractor. In light of the foregoing, individuals may opt to pay for the actual cost of cleaning by a professional cleaning service hired by the District. The Amenity Manager shall determine the amount of deposit to return, if any.

(4) *General Policies:*

- Individuals renting the facilities are responsible for ensuring that their guests adhere to the policies set forth herein.
- Rooms may be rented outside of the regular hours of operation of the Amenity Center. Please see the Amenity Manager for details relating to additional rental cost, staffing cost/availability, and facility availability. Please note all Policies remain in force for these special circumstances and the District has final say in these matters.
- The volume of live or recorded music must not violate applicable Pasco County noise ordinances.
- No glass, breakable items or alcohol are permitted in or around the pool deck area.
- Additional liability insurance coverage will be required for all events that are approved to serve alcoholic beverages. This policy also pertains to certain events the district feels should require additional liability coverage on a case by case basis to be reviewed by the District Manager or Board of Supervisors. The District is to be named on these policies as an additional insured party.

SUSPENSION AND TERMINATION OF PRIVILEGES

(1) Privileges at the Amenity Facility can be subject to suspension or termination by the Board of Supervisors if a Patron:

- Submits false information on an application for a Key Card.
- Permits unauthorized use of a Key Card.
- Exhibits unsatisfactory behavior, deportment or appearance.
- Fails to abide by the Rules and Policies established for the use of Amenity Facilities.
- Treats the personnel or employees of the Amenity Facilities in an unreasonable, disrespectful, or abusive manner.
- Engages in conduct that is improper or likely to endanger the welfare, safety or reputation of the Amenity Facility or Amenity Center Staff.

(2) Management may at any time restrict or suspend any Patron's privileges to use any or all of the Amenity Facilities when such action is necessary to protect the health, safety and welfare of other Patrons and their Guests, or to protect the District's property or Amenity Facilities from damage. Suspension or termination of privileges to use the Amenity Facilities shall not relieve Patrons of the obligation to pay applicable assessments, rates, or fees.

The above policies were adopted by the Board of Supervisors for the Astoria Community Development District as revised on this 4th day of August, 2016.

Secretary/Assistant Secretary

Chairperson, Board of Supervisors