

COVINGTON PARK COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · 3434 COLWELL AVENUE · SUITE 200 · TAMPA, FLORIDA 33614

COVINGTON PARK COMMUNITY DEVELOPMENT DISTRICT

**BOARD OF SUPERVISORS' MEETING
NOVEMBER 10, 2015**

**COVINGTON PARK
COMMUNITY DEVELOPMENT DISTRICT
AGENDA
NOVEMBER 10, 2015 at 6:00 p.m.**

Covington Park Clubhouse
6806 Covington Garden Drive
Apollo Beach, FL 33572

District Board of Supervisors	Rick Reidt William D. Watts William Irwin Lynn Ann Berner Alan Untracht	Chairman Vice Chairman Assistant Secretary Assistant Secretary Assistant Secretary
District Manager	Joseph Roethke	Rizzetta & Company, Inc.
District Counsel	Biff Craine	Petitt Worrell Craine Wolfe, LLC
District Engineer	Tim Plate	Heidt Design, LLC

All Cellular phones and pagers must be turned off during the meeting.

The District Agenda is comprised of five different sections:

The meeting will begin promptly at **6:00 p.m.** with the first section which is called **Audience Comments**. The Audience Comment portion of the agenda is where individuals may comment on matters that concern the District. Each individual is limited to three (3) minutes for such comment. The Board of Supervisors or Staff is not obligated to provide a response until sufficient time for research or action is warranted. **IF THE COMMENT CONCERNS A MAINTENANCE RELATED ITEM, THE ITEM WILL NEED TO BE ADDRESSED BY THE DISTRICT MANAGER OUTSIDE THE CONTEXT OF THIS MEETING.** The second section is called **Business Administration**. The Business Administration section contains items that require the review and approval of the District Board of Supervisors as a normal course of business. The third section is called **Staff Reports**. This section allows the District Manager, Engineer, and Attorney to update the Board of Supervisors on any pending issues that are being researched for Board action. The fourth section is called **Business Items**. The business items section contains items for approval by the District Board of Supervisors that may require discussion, motion and votes on an item-by-item basis. Occasionally, certain items for decision within this section are required by Florida Statute to be held as a Public Hearing. During the Public Hearing portion of the agenda item, each member of the public will be permitted to provide one comment on the issue, prior to the Board of Supervisors' discussion, motion and vote. Agendas can be reviewed by contacting the Manager's office at (813) 933-5571 at least seven days in advance of the scheduled meeting. Requests to place items on the agenda must be submitted in writing with an explanation to the District Manager at least fourteen (14) days prior to the date of the meeting. The final section is called **Supervisor Requests**. This is the section in which the Supervisors may request Staff to prepare certain items in an effort to meet residential needs.

Public workshops sessions may be advertised and held in an effort to provide informational services. These sessions allow staff or consultants to discuss a policy or business matter in a more informal manner and allow for lengthy presentations prior to scheduling the item for approval. Typically no motions or votes are made during these sessions.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting is asked to advise the District Office at (813) 933-5571, at least 48 hours before the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 1 (800) 955-8770, who can aid you in contacting the District Office.

Any person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that this same person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which the appeal is to be based.

COVINGTON PARK COMMUNITY DEVELOPMENT DISTRICT
DISTRICT OFFICE - 3434 COLWELL AVENUE - SUITE 200 - TAMPA, FL 33614
www.CovingtonParkCDD.org

November 3, 2015

Board of Supervisors
Covington Park Community
Development District

AGENDA

Dear Board Members:

The continued meeting of the Board of Supervisors of the Covington Park Community Development District will be held on **Tuesday, November 10, 2015 at 6:00 p.m.** at the Covington Park Clubhouse, located at 6806 Covington Garden Drive, Apollo Beach, Florida 33572. The following is the tentative for this meeting:

- 1. CALL TO ORDER/ROLL CALL**
- 2. PLEDGE OF ALLEGIANCE**
- 3. AUDIENCE COMMENTS**
- 4. BUSINESS ITEMS**
 - A. Consideration of Qualifications for Architectural Services
(under separate cover)
 - B. Consideration of Amended Amenity RulesTab 1
 - C. Consideration of CDD Vendor AgreementTab 2
 - D. Consideration of Verizon FiOs ServiceTab 3
- 5. SUPERVISOR REQUESTS**
- 6. ADJOURNMENT**

We look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to call us at (813) 933-5571.

Very truly yours,

Joseph Roethke

Joseph Roethke
District Manager

Tab 1

COVINGTON PARK
COMMUNITY DEVELOPMENT DISTRICT

**RULES AND RATES FOR ALL
AMENITY FACILITIES**

Adopted on January 26, 2010
Amended November 10, 2015

Resident Services Located at:
Covington Park Clubhouse
6806 Covington Garden Drive
Apollo Beach, Florida 33572
(813) 672-9423

Table of Contents

I. DEFINITIONS.....	3
II. ANNUAL USER FEE STRUCTURE.....	4
III. FACILITY ACCESS CARDS.....	4
IV. HOMEOWNER ASSIGNMENT & RENTER’S PRIVILEGES.....	4
V. GUEST POLICY.....	5
VI. GENERAL FACILITY PROVISIONS.....	5
VII. DAMAGE TO PROPERTY OR PERSONAL INJURY.....	8
VIII. GENERAL AMENITY FACILITY USAGE POLICY.....	9
IX. GENERAL RULES FOR ALL POOLS.....	9
X. AQUATIC TOY AND RECREATIONAL FLOATATION DEVICE POLICY.....	11
XI. FITNESS CENTER POLICIES.....	11
XII. BASKETBALL AND VOLLEYBALL COURT FACILITY POLICIES.....	12
Basketball and Volleyball Court Rules:.....	13
Tennis Court Rules.....	13
Playground Rules.....	14
Pond Fishing and Swimming Rules.....	14
XIII. FACILITY RENTAL POLICIES COVINGTON PARK CLUBHOUSE.....	14
XIV. SUSPENSION AND TERMINATION OF ADULT PRIVILEGES & APPEAL PROVISIONS.....	16
XV. SUSPENSION AND TERMINATION OF MINOR PRIVILEGES.....	17
XVI. INDEMNIFICATION.....	18
XVII. NATURAL BUFFER AREAS POLICY STATEMENT.....	19

I. DEFINITIONS

“Amenity Facility” or “Amenity Facilities” – shall mean the properties and areas managed or owned by the District and intended for recreational use and shall include, but not specifically be limited to, the Covington Park Clubhouse, Monarch Park Pool and Guilford Park, together with their appurtenant facilities and areas.

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

“Amenity Manager” or “Amenity Staff” – shall mean the District employees or management company, including its employees, staff and agents, contracted by the District to manage all Amenity Facilities within the District, which facilities include, but are not limited to, the Covington Park Clubhouse, Monarch Park Pool and Guilford Park.

“Annual User Fee” – shall mean the fee established by the District for any person that is not a member and wishes to become a Non-Resident Member. 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 Covington Park Community Development District’s Board of Supervisors.

“District” – shall mean the Covington Park Community Development District.

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

“Facility Access Card” or “Access Card” shall mean that certain card issued and administered by the District that provides access to Amenity Facilities.

“Guest” or “Guests” – shall mean any Non-Resident who is invited and accompanied for the day by a Patron to participate in the use of the Amenity Facilities.

“Non-Resident” – shall mean any person or persons that do not own property within the District.

“Non-Resident Member” – shall mean any person not owning property in the District who is paying the Annual User Fee to the District for use of all Amenity Facilities.

“Patron” or “Patrons” – shall mean any person lawfully on the premises abiding by and in accordance with all District rules, including these Rules and Rates for all Amenity Facilities.

“Renter” – shall mean any tenant residing in a Homeowner’s home pursuant to a valid rental or lease agreement.

“Homeowner” – shall mean any person(s) or entity owning property within the District.

II. ANNUAL USER FEE STRUCTURE

The annual user fee for persons not owning property within the District is \$1,492.00 per family which may be reviewed each year in conjunction with the adoption of the annual Fiscal Year budgets for Covington Park Community Development District (“the District”). This fee will cover membership and privileges to use all Amenity Facilities for one (1) full year from the date of receipt of payment by the District. This fee must be paid in full at the time of the completion of the Non-Resident Member application. Each subsequent annual membership fee shall be paid in full on the anniversary date of application for membership. 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 Amenity Facilities; such increase may not exceed ten percent (10%) per year. This membership is not available for commercial purposes.

III. FACILITY ACCESS CARDS

Two (2) Facility Access Cards are to be issued with the purchase of a residential unit in the District or when an Annual User Fee is paid in full; additional cards will be provided for family members sixteen (16) years of age and older at a cost of \$10.00 each. There is a \$10.00 charge to replace any lost or stolen cards. Should a Homeowner assign membership privileges to a Renter, that Renter will be required to purchase access cards at a cost of \$10.00 each to use during the term of the lease. An Access Card issued to a Renter will expire on the same date the lease expires, unless notice of the lease renewal is provided to the District. All Patrons will be required to sign an Amenity Facilities registration form upon receiving their access card.

Access cards must be displayed at all times when using the Amenity Facilities.

IV. HOMEOWNER ASSIGNMENT & RENTER’S PRIVILEGES

- (1) Homeowners who rent out or lease out their residential unit(s) in the District shall have the right to assign the Renter of their residential unit(s) as the beneficial users of the Homeowner’s membership privileges for purposes of Amenity Facilities use. Homeowner may assign his/her membership privileges in the rental agreement or a separate document, however, written proof acknowledging the assignment shall be necessary before Access Cards may be issued. A Homeowner that assigns the membership privileges associated with any lot in the community is surrendering his/her rights for the full term of the lease period to the Renter. Homeowner privileges shall be reinstated to the Homeowner upon expiration of the lease or proof that the lease has been terminated, provided, however, that Homeowner shall be responsible for all fees to obtain new Access Card(s)..
- (2) In order for the Renter to be entitled to use the Amenity Facilities, the Renter must acquire a membership with respect to the residence which is being rented or leased. A Renter who is designated as the beneficial user of the Homeowner’s membership shall be entitled to the same rights and privileges to use the Amenity Facilities as the Homeowner.

- (3) During the period when a Renter is designated as the beneficial user of the membership, the Homeowner shall not be entitled to use the Amenity Facilities with respect to that membership.
- (4) Homeowners shall be responsible for all damages caused by the Renter to any Amenity Facilities or charges incurred by their Renters which remain unpaid after the customary billing and collection procedure established by the District. Homeowners are responsible for the department of their respective Renter.
- (5) Renters shall be subject to such other rules and regulations as the Board may adopt from time to time.

V. GUEST POLICY

- (1) **All Pools** – Patrons sixteen (16) and seventeen (17) years of age are not permitted to bring any Guests. Patrons eighteen (18) years of age or older are permitted to bring two (2) Guests each.
- (2) **Fitness Center** – One (1) Guest per Patron eighteen (18) years of age or older is allowed in the Fitness Center during non-peak usage times only. Patrons may bring a trainer to the Fitness Center for personal training sessions. At no time shall the maximum capacity for the Fitness Center be exceeded. If maximum capacity is reached, priority will be given to Patrons.
- (3) Patrons ages sixteen (16) years of age and older are permitted to bring one (1) Guest to all other amenities except the pools or Fitness Center. That Guest must be sixteen (16) years of age or older and have proper identification to verify age when being accompanied by a Patron sixteen (16) years of age or older.
- (4) Guests must be accompanied by a Patron when using any Amenity Facility. Patron will be responsible for any damages caused by Guests while using facilities.

VI. GENERAL FACILITY PROVISIONS

- (1) The Board reserves the right to amend, modify, or delete, in part or in their entirety, these Rules and Policies when necessary, at a duly-noticed Board meeting, and will notify the Patrons of any changes. However, in order to change or modify rates or fees beyond the increases specifically allowed for by the District's rules and regulations, the Board must hold a duly-noticed public hearing on said rates and fees.
- (2) All Patrons must have their assigned access card upon entering the amenities. Cards are only to be used by the Patron they are issued to.

- (3) Children under sixteen (16) years of age must be accompanied by an adult Patron aged eighteen (18) or older.
- (4) All hours of operation of Amenity Facilities will be established and published by the District. The Clubhouse Facilities will be closed on the following holidays: Easter, Thanksgiving Day, Christmas Day and New Year's Day. The Clubhouse Facilities may also have limited hours of operation or be closed on Christmas Eve and New Year's Eve with Board authorization.
- (5) Dogs and all other pets (with the exception of Service Animals) are not permitted at the Clubhouse and pool area. Where Service Animals are permitted on the grounds, they must be leashed. Patrons are responsible for picking up after all pets as a courtesy to residents and in accordance with the law.
- (6) Alcoholic beverages shall not be served or sold, nor permitted to be consumed on the Amenity Facilities premises unless at pre-approved private parties at designated Amenity Facilities listed in this policy manual. Alcoholic beverages may also be served at District pre-approved special events.
- (7) Vehicles must be parked in designated areas. Vehicles should not be parked on grass lawns, or in any way which blocks the normal flow of traffic.
- (8) Fireworks of any kind are not permitted anywhere on the Amenity Facilities or adjacent areas.
- (9) Only District employees and staff are allowed in the service areas of the Amenity Facilities.
- (10) The Board of Supervisors (as an entity) and the District Manager, the Amenity Manager and its staff shall have full authority to enforce these policies.
- (11) Smoking is not permitted anywhere in the Amenity Facilities, except in designated areas.
- (12) Guests must be accompanied by a Patron while using the Amenities.
- (13) Patrons must present their Access Cards when requested by staff at any Amenity Facility.
- (14) All Patrons must use their card for entrance to the Amenity Facility. All lost or stolen access cards should be reported immediately to the Amenity Center Manager. There will be a \$10.00 replacement card fee.
- (15) Disregard for any Amenity Facilities rules or policies may result in expulsion from the facility and/or loss of Amenity Center privileges in accordance with the procedures set forth herein.
- (16) Patrons and their Guests shall treat all staff members with courtesy and respect.
- (17) Golf carts, off-road bikes/vehicles (including ATV's), and motorized scooters are prohibited on all property owned, maintained, and operated by the District or at any of the Amenities within District unless they are owned by the District.

- (18) Skateboarding is not allowed on any Amenity Facilities.
- (19) Commercial advertisements shall not be posted or circulated in the Amenity Facilities. Petitions, posters or promotional material shall not be originated, solicited, circulated or posted on Amenity Facilities property unless approved by the Amenity Manager.
- (20) The Amenity Facilities shall not be used for commercial purposes without written permission from the Amenity Manager and the District Manager. The term “commercial purposes” shall mean those activities which involve, in any way, the provision of goods or services for compensation.
- (21) Firearms or any other weapons are not permitted in any of the Amenity Facilities.
- (22) The Amenity Manager reserves the right to authorize all programs and activities, including the number of participants, equipment and supplies usage, facility reservations, etc., at all Amenity Facilities, except usage and rental fees that have been established by the Board. The Amenity Manager also has the right to authorize management-sponsored events and programs to better serve the Patrons, and to reserve any Amenity Facility for said events (if the schedule permits) and to collect revenue for those services provided. This includes, but is not limited to, various athletic events and programs, and children’s programs, social events, etc. Should the District be entitled to any of these revenues based on its established rental or usage fees, the Amenity Manager will ensure the District is compensated accordingly.
- (23) There is no trespassing allowed in all designated wetland conservation and/or mitigation areas located on District property. Trespasser will be reported to the local authorities.
- (24) Loitering (the offense of standing idly or prowling in a place, 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 or property in the vicinity) is not permitted at any Amenity Facility.
- (25) All Patrons shall abide by and comply with any and all federal, state and local laws and ordinances while present at or utilizing the Amenity Facilities, and shall ensure that any minor for whom they are responsible also complies with the same.
- (26) Various areas of all Amenity Facilities are under twenty-four (24) hour video surveillance.
- (27) Outdoor grilling is prohibited at all Amenity Facilities unless at a District pre-approved special event or in a designated area.
- (28) Inflatable equipment, such as bounce houses, is not permitted at the Amenity Facilities unless specifically authorized by the District. Only commercial bounce houses shall be permitted with proof of appropriate insurance coverage.
- (29) Any vendor using CDD facilities for a private business (swim lessons, Zumba, etc.) must adhere to a vendor agreement with the District and cannot bring any paying client as a guest to any CDD facility.

VII. DAMAGE TO PROPERTY OR PERSONAL INJURY

Each Patron and each Guest as a condition of invitation to the premises of the Amenity Facility 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 Facility.

No person shall remove from the room in which it is placed or from the Amenity Facilities' premises any property or furniture belonging to the District or its contractors without proper authorization. Amenity Facilities Patrons shall be liable for any property damage and/or personal injury at the Amenity Facilities, 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.

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 Facilities' premises, shall do so at his or her own risk, and shall hold the Amenity Facility, the District, the Board of Supervisors, District employees, District representatives, District contractors, 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.

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 Facility operator or it's 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 Facility 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).

VIII. GENERAL AMENITY FACILITY USAGE POLICY

All Patrons and Guests using the Amenity Facilities are required to conduct themselves in a responsible, courteous and safe manner in compliance with all policies and rules of the District governing the Amenity Facilities. Violation of the District's Policies and/or misuse or destruction of Amenity Facility equipment may result in the suspension or termination of District Amenity Facility privileges with respect to the offending Patron or Guest. The District may pursue further legal action and restitution in regards to destruction of Amenity Facility property or equipment.

Hours: The District Amenity Facilities are available for use by Patrons during normal operating hours. Operating hours shall be established and posted by the District.

Emergencies: Call 911. After contacting 911, all emergencies and injuries occurring on the Amenity Facilities must be reported to the office of the District Manager (813) 933-5571.

Persons using the Amenity Facilities do so at their own risk. Amenity Manager's staff members are not present to provide personal training, exercise consultation or athletic instruction, unless otherwise noted, to Patrons or Guests. Persons interested in using the Amenity Facilities are encouraged to consult with a physician prior to commencing a fitness program.

IX. GENERAL RULES FOR ALL POOLS

(1) There shall be posted signage as follows:

****NO LIFEGUARD ON DUTY – SWIM AT YOUR OWN RISK****

(2) All Patrons must use their assigned Access Card to enter the pool area. At any given time, a family may accompany a maximum of two (2) Guests per adult Patron to the swimming pools.

(3) Children under sixteen (16) years of age must be accompanied by an adult Patron at all times for usage of the pool facilities.

(4) Radios, tape players, CD players, MP3 players and televisions, and the like are not permitted unless they are personal units equipped with headphones.

(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 the posted hours Patrons swim at your own risk while adhering to swimming pool rules.

(6) Showers are required before entering the pools.

- (7) Glass containers are not permitted in the pool area.
- (8) Alcoholic beverages are not permitted in the pool area.
- (9) No jumping, pushing, running or other horseplay is allowed in the pool or on the pool deck area.
- (10) Children under three (3) years of age, and those who are not reliably toilet trained, must wear 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.
- (11) Play equipment, such as floats, rafts, snorkels, dive sticks, and flotation devices must meet with Amenity Staff approval prior to use. The facility reserves the right to discontinue usage of such play equipment during times of peak or scheduled activity at the pool, or if the equipment provides a safety concern.
- (12) Diving is strictly prohibited at all pools, with the exception of Swim Team competitions pre-approved by the Board of Supervisors.
- (13) Swimming Pool hours will be posted. Pool availability may be limited or rotated in order to facilitate maintenance of the facility. Depending upon usage, the pool may be closed for various periods of time to facilitate maintenance and to maintain health code regulations.
- (14) Any person swimming during non-posted swimming hours may be suspended from using the facility and possibly all the facilities.
- (15) Proper swim attire must be worn in the pool; no jeans or cutoffs will be allowed.
- (16) No food (including chewing gum) is permitted in the pool or on the pool deck area. Food is only allowed under the covered area where the tables are located.
- (17) The changing of diapers or clothes is not allowed in the pool area or on the tables.
- (18) No one shall pollute or contaminate the pool. If contamination occurs, the pool will be closed for such time as necessary to comply with Health codes and the water will be shocked with chlorine to kill the bacteria. Anyone who does pollute or contaminate the pool is liable for any costs incurred in treating and reopening the pool and will be subject to suspension of privileges.
- (19) Remote controlled water craft are not allowed in the pool area.
- (20) Pool entrances must be kept clear at all times.
- (21) No swinging on ladders, fences, or railings is allowed.
- (22) Pool furniture is not to be removed from the pool area.
- (23) Loud, profane, or abusive language is absolutely prohibited.

- (24) No physical or verbal abuse will be tolerated.
- (25) Chemicals used in the pool may affect certain hair or fabric colors. The District is not responsible for these effects.
- (26) Pets (with the exception of service animals), bicycles, skateboards, roller blades, and scooters are not permitted on the pool deck area inside the pool gates at any time.
- (27) The Amenity Staff reserves the right to authorize all programs and activities, with regard to the number of Guest participants, equipment, supplies, usage, etc., conducted at the pool, including Swim Lessons, Aquatic/Recreational Programs and Home Owner's Association Sponsored Events.

X. AQUATIC TOY AND RECREATIONAL FLOATATION DEVICE POLICY

- (1) Aquatic toys and equipment are not permitted in the pool. Prohibited items include, but are not limited to, rafts, kickboards, inner tubes, scuba gear, swim fins, balls, Frisbees, inflatable objects, or other similar water play items.
- (2) Exceptions are Coast Guard approved personal floatation devices, kickboards for lap swimming/swim classes, masks, goggles, water wings, and water toys for organized special events.
- (3) Amenity Management Staff has the final say regarding the use of any and all recreational floatation devices at all pools.

XI. FITNESS CENTER POLICIES

All Patrons and Guests using the Fitness Center are expected to conduct themselves in a responsible, courteous and safe manner in compliance with all policies and rules of the 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. The District may pursue further legal action and restitution in regards to destruction of Amenity Facility property or equipment.

Please note the Fitness Center is an unattended facility. Persons using the facility do so at their own risk. 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 is open for use by Patrons during normal operating hours to be established and posted by the District.

- (2) **Emergencies:** All emergencies and injuries must be reported to the Amenity Staff as well as the District Manager at (813) 933-5571.
- (3) **Eligible Users:** Patrons and Guests sixteen (16) years of age and older are permitted to use the Fitness Center during designated operating hours. No one under the age of sixteen (16) is allowed in the Fitness Center at anytime. Patron and Guest must provide proof of age if requested by Staff to use the Fitness Center.
- (4) **Guest Policy:** Refer to guest policy at Section V.
- (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) **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, tank tops, shorts (no jeans), and/or sweat suits (no swimsuits).
- (7) **General Policies:**
 - Each individual is responsible for wiping off fitness equipment after use.
 - Use of personal trainers is not permitted in the Fitness Center unless pre-approved by the District.
 - Hand chalk is not permitted to be used in the Fitness Center.
 - Radios, tape players and CD players are not permitted unless they are personal units equipped with headphones.
 - Weights or other fitness equipment may not be removed from the Fitness Center.
 - Please limit use of cardiovascular equipment to thirty (30) minutes and step aside between multiple sets on weight equipment if other persons are waiting.
 - Please replace 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 Amenity Staff may have priority over other users of the Fitness Center.

XII. BASKETBALL AND VOLLEYBALL COURT FACILITY POLICIES

All Patrons and Guests using the Basketball and Volleyball Court Facilities are expected to conduct themselves in a responsible, courteous and safe manner in compliance with all policies and rules of the District governing the Amenity Facilities. Disregard or violation of the District's policies and rules and misuse or destruction of Facility equipment may result in the suspension or termination of Facility privileges. The District may pursue further legal action and restitution

in regards to destruction of Amenity Facility property or equipment. Guests may use the Basketball and Volleyball Court Facilities if accompanied by an adult Patron.

Please note that the Basketball and Volleyball Court Facility are unattended Facilities and persons using the facility do so at their own risk. Persons interested in using these Facilities are encouraged to consult with a physician prior to use.

- (1) **Hours:** The Basketball and Volleyball Court Facilities are available for use by Patrons during normal operating hours which are posted. These facilities may not be rented, and work on a first come first serve basis.
- (2) **Emergencies:** All emergencies and injuries must be reported to the Amenity Staff as well as the District Manager at (813) 933-5571.
- (3) **Proper Attire:** Proper basketball or athletic shoes and attire are required at all times while on the courts. Proper attire shall consist of athletic shoes, shirts, and shorts or athletic pants.

Basketball and Volleyball Court Rules:

- The Basketball Court Facility is for the play of Basketball only. Pets, roller blades, bikes, skates, skateboards, and scooters are prohibited at the facility.
- Beverages are permitted at the Basketball and Volleyball Court Facility if contained in non-breakable containers with screw top or sealed lids. No glass containers are permitted on the basketball or volleyball courts.
- Alcoholic beverages are not permitted on Basketball or Volleyball Courts.
- Anyone under the age of sixteen (16) is not allowed to use the Basketball or Volleyball Court Facilities unless accompanied by an adult Patron.
- The Basketball and Volleyball Courts are available on a first come, first serve basis. It is recommended that persons desiring to use the Basketball or Volleyball Court check with the Amenity Staff to verify availability in case they are reserved for programs or closed for maintenance. Use of the Basketball or Volleyball Court is limited to one (1) hour when others are waiting.
- Proper Basketball and Volleyball etiquette shall be adhered to at all times. The use of profanity or disruptive behavior is prohibited.
- Persons using the Basketball and Volleyball Court Facilities must supply their own equipment.
- Please clean up the courts and surrounding areas after use.

Tennis Court Rules

- The tennis courts are open from 8:00am-10:00 pm, Monday thru Sunday.
- The Tennis Court Facility is for the play of tennis only. Pets, roller blades, bikes, skates, skateboards, and scooters are prohibited at the facility.
- Usage works on a first come first serve basis, unless otherwise programmed by the District.
- Schedules of programs will be posted.

- Proper attire is required.
- Patrons and Guests must supply their own equipment.
- Use of glass containers on the tennis court is not permitted.

Playground Rules

- Children under the age of twelve (12) must be accompanied by a Patron.
- No roughhousing on the playground.
- Persons using the playground must clean up all food, beverages and miscellaneous trash brought to the playground.
- Glass containers are prohibited.
- The use of profanity or disruptive behavior is absolutely prohibited.
- Alcoholic beverages are not permitted on the playground.
- Playground hours are dawn to dusk, Monday thru Sunday.

Pond Fishing and Swimming Rules

Patrons may fish from ponds located within the District. We ask that you respect your fellow landowners and access the Ponds through the proper access points. The District operates under a catch and release policy for all fish caught in the Ponds. The Ponds serve as storm water management purposes and are not to State Code for keeping or consuming your catch. The purpose of these bodies of water is to help facilitate the District's natural water system for stormwater runoff.

:

- Swimming is prohibited in all ponds on District property.
- No watercrafts of any kind are allowed in any of the ponds on District property unless required for maintenance and specifically authorized by the District.
- Parking along the county right of way or on any grassed area near the ponds is prohibited. It is recommended that residents wishing to fish in the ponds walk or ride bicycles.
- Continued violation of this policy will result in the immediate reporting to local law enforcement authorities.
- There is a (min.) 20 foot District owned drainage easement surrounding each pond for District maintenance purposes.

XIII. FACILITY RENTAL POLICIES COVINGTON PARK CLUBHOUSE

Patrons may reserve for rental certain portions of the Amenity Center for private events. Only one (1) room or portion of the facility is available for rental during regular hours of operation and reservations may not be made more than six (6) months prior to the event. Persons

interested in doing so should contact the Resident Services Office regarding the anticipated date and time of the event to determine availability. Please note that all the facilities are unavailable for private events on the following holidays:

New Year's Day	Labor Day
Easter Sunday	Thanksgiving
Memorial Day	Christmas Eve
July 4 th	Christmas Day
New Year's Eve	

The pool and pool deck area of the facilities are not available for private rental and shall remain open to other Patrons and their Guests during normal operating hours.

The Patron renting any portion of the facility shall be responsible for any and all damage and expenses arising from the event.

***Reservations:** Patrons interested in reserving a room must submit to the Resident Services Office a completed Facility Rental Application. At the time of approval, the fees associated with the rental **must** be submitted to the Resident Services Office in order to reserve the room. One payment should be in the amount of the room rental fee and the other payment should be in the amount of One Hundred Fifty Dollars (\$150.00) as a deposit. All checks and money orders are made payable to the **Covington Park CDD**. The Resident Services Office will review the Facility Rental 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. Reservations for Charity Events must be made at least thirty (30) days in advance of event and are contingent on District Board approval. Exceptions may be granted at the Board's discretion.

Available Facilities: The following areas of the District are available for private rental for up to a maximum of ten (10) for a full term rental or five (5) total hours for a half term rental, including set up and post-event cleanup.

Covington Park Clubhouse; Fifty (50) Person Capacity

Full Term:

12:00pm to 9:00pm, \$125.00

Half Term:

12:00pm to 4:00pm, \$50.00

5:00pm to 9:00pm, \$75.00

Staffing: One (1) staff person is required to be on duty on the District premises during the Facility Rental.

Deposit: A deposit in the amount of One Hundred Fifty Dollars (\$150.00) is required at the time the reservation is approved. To receive a full refund of the deposit, the following must be completed timely:

- Ensure you are present for the duration of the rental.
- 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, chairs and sink area.
- Replace garbage liner.
- Clean out and wipe down the refrigerator, microwave, oven, and all cabinets and appliances used.
- Clean any windows, doors, and mirrors in the rented room.
- Sweep and mop floor.
- Ensure that no damage has occurred to the Amenity Center and its property.

General Rules:

- Patrons are responsible for ensuring that their Guests adhere to the policies set forth herein.
- Rental fees and deposits may be increased, not more than once per year, by action of the Board of Supervisors, to reflect increased costs of operation of the Amenity Facilities; such increase may not exceed ten percent (10%) per year.
- The volume of live or recorded music must not violate applicable Hillsborough County Noise Ordinances.

Each organization, group or individual reserving the use of an Amenity Facility (or any part thereof) agrees to indemnify and hold harmless the District, the owners of the Amenity Facility and the owner’s officers, agents and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity, for injuries, death, property damage of any nature, arising out of, or in connection with, the use of the District.

XIV. SUSPENSION AND TERMINATION OF ADULT PRIVILEGES & APPEAL PROVISIONS

- (1) Privileges at the Amenity Facilities can be subject to suspension or termination by the Board of Supervisors if a Patron:
 - Submits false information on the application for an access card.
 - Permits unauthorized use of an access card.
 - Exhibits unsatisfactory behavior or appearance.
 - Fails to abide by the Rules and Policies established for the use of facilities.
 - Treats the personnel or employees of the facilities in an unreasonable or abusive manner.
 - Engages in conduct that is improper or likely to endanger the welfare, safety or reputation of the facility or Staff.
- (2) Management may at any time restrict or suspend any Patron’s privileges to use any or all 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 facilities from damage.

- (3) The District shall follow the process below in regards to Suspension or Termination of an Adult Patrons privileges:
 - a. First Offense - Verbal warning by staff of violations which shall be recorded by staff and kept on file in the Resident Services Office.
 - b. Second Offense - Written warning by staff of continued violations signed by Patron and held on file in the Resident Services Office.
 - c. Third Offense – Written notice of violation and suspension to the Patron and automatic suspension of all amenity privileges for thirty (30) days. Written report of the incident is filed in the Resident Services Office.
 - d. Fourth Offense – Written notice of violation and suspension of all amenity privileges for one hundred eighty (180) days.

- (4) Criminal Activity Suspension: At any time that an adult Patron is arrested for an act committed, or allegedly committed, while on the premises at any District Facility, that adult Patron shall have all amenity privileges suspended. That adult patron may appeal the suspension by filing with the District a written request to be heard on the matter and paying a \$50.00 filing fee. The request of the patron shall be placed on the agenda and heard at the next Board of Supervisors meeting. At the Board meeting, the Patron shall be provided reasonable time not to exceed 15 minutes to present his/her case, evidence and witnesses and the Board will be presented with the available facts surrounding the arrest and may make inquiry into the facts or any witness. Upon the conclusion of hearing the evidence, the Board may reinstate the privileges or suspend the Patron’s privileges for up to one (1) calendar year (or some shorter amount of time at the Board’s discretion). The filing fee may be reimbursed only upon a vote by the Board.

- (5) Rule Violation Suspension: At any time that an adult Patron’s amenity privileges are suspended, said Patron may appeal the suspension in the same manner as described above.

XV. SUSPENSION AND TERMINATION OF MINOR PRIVILEGES

- (1) At the discretion of Amenity Facilities Staff, Minors (*Minor: any person under the age of eighteen (18)*), who violate the rules and policies may be expelled from the facilities for one (1) day. Upon such expulsion, a written report shall be prepared detailing the name of the child, the prohibited act committed and the date and a copy thereof mailed to the parent or guardian of such child(ren). This report will be kept on file at the Resident Services Office.

- (2) Any Minor who is expelled from the facilities three (3) times in a one year period, shall have their Amenity Facilities privileges suspended for one (1) calendar year from the date of the third offense. Notice of the suspension shall be mailed to the parent or guardian of such child(ren).

- (3) Criminal Activity Suspension: At any time that a minor adult Patron is arrested for an act committed, or allegedly committed, while on the premises at any District Facility, that minor

Patron shall have all amenity privileges suspended. That minor Patron's parent or guardian may appeal the suspension by filing with the District a written request to be heard on the matter and paying a \$50.00 filing fee. The request shall be placed on the agenda and heard at the next Board of Supervisors meeting. At the Board meeting, the minor Patron's parent or guardian shall be provided reasonable time not to exceed 15 minutes to present his/her case, evidence and witnesses and the Board will be presented with the available facts surrounding the arrest and may make inquiry into the facts or any witness. Upon the conclusion of hearing the evidence, the Board may reinstate the privileges or suspend the minor Patron's privileges for up to one (1) calendar year (or some shorter amount of time at the Board's discretion). The filing fee may be reimbursed only upon a vote by the Board.

- (4) Rule Violation Suspension: At any time that a minor Patron's amenity privileges are suspended for any reason, said parent or guardian Patron may appeal the suspension in the same manner as described above.

XVI. INDEMNIFICATION

Each organization, group or individual reserving the use of CDD facilities agrees to indemnify and hold harmless the Covington Park Community Development District ("District") and the amenity management firm, and the respective officers, agents and employees of each, from any and all liability, claims, actions, suits or demands by and person, corporation or other entity, for injuries, death, property damage of any nature, arising out of or in connection with, the use of the district lands, premises and / or facilities, including litigation or any appellate proceeding with respect thereto. Nothing herein shall constitute or be construed as a waiver of the District's sovereign immunity granted pursuant to Section 768.28, Florida Statutes.

The District and its agents, employees and officers shall not be liable for, and the Homeowner, Renter or Non-Resident Member user shall release all claims for injury or damage to or loss of personal property or to the person, sustained by the user or any person claiming through the user resulting from any fire, accident, occurrence, theft or condition in or upon the District's lands, premises and/or facilities.

XVII. NATURAL BUFFER AREAS POLICY STATEMENT

The following is the policy statement of the District as it regards the natural tree protection, wetland and upland buffer areas that are scattered in large numbers throughout the Community. The policy statement is consistent with the policies of other governments including Hillsborough County and Southwest Florida Water Management District (SWFWMD) as it regards their natural, conservation tree protection and wetland conservation/preservation areas:

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.

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 CDD and all required permits from all authorities having jurisdiction including Hillsborough County and SWFWMD. Such abutting property owner must initially contact the CDD for permission to address the removal or remediation of the threatening situation and shall then be responsible for any needed permitting or review by Hillsborough County and SWFWMD. Permitted trimming and/or removal, where warranted, shall be done at the expense of the abutting property owner. The goal is to minimize disturbance to 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. This would also pertain to normal maintenance, which would allow an owner to trim back any encroaching vegetation to their property line. No one is allowed to encroach into the natural areas for any reason, from maintenance to placement of personal property of any kind.

The above policies were adopted by the Board of Supervisors for the Covington Park Community Development District per Resolution 2010-05 on January 26, 2010 at a duly noticed public meeting.

Tab 2

**NON-EXCLUSIVE LICENSE AGREEMENT BY AND BETWEEN THE COVINGTON
PARK COMMUNITY DEVELOPMENT DISTRICT AND _____,
REGARDING THE USE OF THE DISTRICT’S AMENITY FACILITIES**

THIS LICENSE AGREEMENT (“Agreement”) is made and entered into this ___ day of _____, 201___, by and between:

COVINGTON PARK COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, located in Hillsborough County, Florida, and with offices at 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614 (the “District”), and

_____, a Florida _____, with a mailing address of _____ (the “Licensee”).

RECITALS

WHEREAS, the District is a local unit of special-purpose government established pursuant to and governed by Chapter 190, *Florida Statutes*; and

WHEREAS, the District owns, operates, and/or maintains various recreation facilities, including, but not limited to an Activity Center, within the boundaries of the District (the “Amenity Facilities”); and

WHEREAS, Licensee currently operates _____ and has asked the Board of Supervisors of the District for permission to operate a _____ at the Amenity Facilities (the “Services”); and

WHEREAS, the District is willing to grant a non-exclusive, revocable license allowing the Licensee to enter a specific portion of the Amenity Facilities for the purposes of providing the Services, provided that such use does not impede the District’s operation of the Amenity Facilities as a public improvement; and

WHEREAS, in order for the District to recover certain additional costs it will incur in the provision of the License (*e.g. electricity and cleaning costs*), the Licensee shall pay the District ten percent (10%) of the customer proceeds for Covington Park resident customers and fifteen percent (15%) for non-resident customers.

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which is hereby acknowledged, the District and the Licensee agree as follows:

1. INCORPORATION OF RECITALS. The Recitals stated above are true and correct and are incorporated herein as a material part of this Agreement.

2. LICENSE. The District hereby grants and conveys to the Licensee a non-exclusive license to enter a specific portion of the Amenity Facilities for the purposes of providing the Services (the “License”).

3. HOURS AND AREA. Licensee shall coordinate Services directly with the District Manager or his/her on-site management designee. Licensee shall schedule all Services in advance pursuant to the means and methods set forth by the District Manager and his/her on-site management designee, who shall have final and absolute discretion with respect to matters related to scheduling and designation of area of Amenity Facilities where such Services may be provided.

4. USE OF AREA. Licensee shall not have exclusive use of the Amenity Facilities, but shall have exclusive use of the designated portion or area of the Amenity Facilities for operation of the Services during the hours approved by District Manager. However, Licensee’s use shall not interfere with the operation of the Amenity Facilities as a public improvement and the Licensee hereby agrees that in the event District-owned real property is assessed real property taxes by virtue of this License, Licensee hereby agrees to pay any all such taxes. The Licensee agrees that all use of the Amenity Facilities shall be subject to the rules and policies of the District and the District shall have the right to take such actions as are necessary to preserve the health, safety, and welfare of its residents, landowners, lands, and facilities.

5. FEES. In consideration of the provision of the License, Licensee hereby agrees to pay the District ten percent (10%) per customer for Covington Park resident customers and fifteen percent (15%) for non-resident customers to reimburse the District for certain additional costs it will incur in connection with the License (*e.g. electricity and cleaning costs*).

6. TERM. This Agreement shall commence upon the date and time first written above, and shall continue in effect until terminated by either party hereto.

7. PROFESSIONAL JUDGMENT. Licensee represents that it is qualified to provide the Services and to provide certified, trained and qualified instructors. Licensee shall maintain all required licenses in effect and shall at all times exercise sound professional judgment in provision of the Services, including taking precautions for the safety of its students and employees. All minors taking part in the Services offered shall only be with the consent of a parent or guardian. The District shall in no way be responsible for the safety of any student while taking part in the Services. Any and all waivers signed by Licensee’s users shall acknowledge the fact that the District is not responsible. Licensee shall remain an active Florida business in good standing during the term of this License. Failure to do so shall allow the District to immediately terminate the License.

8. CARE OF PROPERTY. The Licensee agrees to use all due care to protect the property of the District, its residents, and landowners from damage, and to require any participants in the Services to do the same. The Licensee agrees that it shall assume responsibility for any and all damage to the District’s Amenity Facilities or lands as a result of the Licensee’s use under this Agreement and other damage, other than ordinary wear and tear, which may be attributable to an act or omission by the Licensee or its agent. In the event that

any damage to the District's Amenity Facilities or lands occurs, the District shall notify the Licensee of such damage. The Licensee agrees that the District may make whatever arrangements the District, in its sole discretion, deems necessary to promptly make any such repairs as are necessary to preserve the health, safety, and welfare of the District's lands, facilities, residents and landowners. The Licensee agrees to reimburse the District for any such repairs within thirty (30) days of receipt of an invoice from the District reflecting the cost of the repairs made under this Paragraph.

9. REVOCATION. The District shall have the right to revoke the License at any time upon notice to the Licensee due to the Licensee's failure to perform in accordance with the terms of this Agreement or for any other reason.

10. ENFORCEMENT. A default by either party under this Agreement shall entitle the other party to all remedies available at law or in equity, which includes, but is not limited to, the rights of damages, injunctive relief, and specific performance.

11. INSURANCE AND INDEMNITY. Licensee shall acquire and maintain general commercial liability insurance coverage acceptable to the District in an amount not less than **\$1,000,000** per occurrence, which shall include all claims and losses that may relate in any manner whatsoever to use of the License by Licensee, its employees, agents, students, guests or invitees. The District shall be a named insured on such policy. Licensee shall provide continuous proof of such insurance coverage to the District.

A. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.

B. Licensee will indemnify, save, and hold the District harmless and shall defend the District from all loss, damage, or injury, including all judgments, liens, liabilities, debts, and obligations resulting directly from the negligent or intentional acts or omissions of Licensee's officers, directors, agents, assigns, or employees, which cause harm to persons or property, specifically including but not limited to all acts or omissions of Licensee's officers, directors, agents, assigns, or employees. Licensee agrees that nothing in this Agreement shall serve as or be construed as a waiver of the District's limitations on liability contained in section 768.28, *Florida Statutes*, or other statute or law.

12. RECOVERY OF COSTS AND FEES. In the event either party to this Agreement is required to enforce this Agreement by court proceedings or otherwise, the prevailing party shall be entitled to recover from the other party all fees and costs incurred, including reasonable attorneys' fees and costs.

13. ENTIRE AGREEMENT. This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement.

14. AMENDMENT. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties to the Agreement.

15. ASSIGNMENT. Neither the District nor the Licensee may assign their rights, duties or obligations under this Agreement without the prior written approval of the other. Any purported assignment without said written authorization shall be void.

16. CONTROLLING LAW AND VENUE. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. The parties agree that venue for any dispute arising hereunder shall be in a court of appropriate jurisdiction in Hillsborough County, Florida.

17. NOTICES. All notices, requests, consents, and other communications hereunder (“Notices”) shall be in writing and shall be delivered, mailed by Federal Express or First Class Mail, postage prepaid, to the parties as follows:

A. If to the District: Covington Park Community Development District
3434 Colwell Avenue, Suite 200
Tampa, Florida 33614
Attn: District Manager

With a copy to: Pettit Worrell Craine Wolfe LLC
One Urban Center
4830 W. Kennedy Blvd., Suite 475
Tampa, Florida 33609
Attn: Biff Craine

B. If to the Licensee: _____

Attn: _____

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Licensee may deliver Notice on behalf of the District and the Licensee. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

18. SEVERABILITY. Should any provision of this Agreement be held invalid or unenforceable for any reason, the remaining provisions shall remain valid and enforceable.

IN WITNESS WHEREOF, the parties execute this Agreement the day and year first written above.

Attest:

**COVINGTON PARK COMMUNITY
DEVELOPMENT DISTRICT**

Secretary

Chairperson, Board of Supervisors

Witnesses:

Signature

By: _____

Print Name of Witness

Its: _____

Signature

Print Name of Witness

Tab 3

Covington Park CDD

Dear Valued Business Customer,

Oct 27, 2015

We are happy to provide you the following summary of services and charges we discussed with you on Oct 27, 2015. This quote applies specifically to services located at 7036 MONARCH PARK, APOLLO BEACH, FL 33572.

Your Quote Number is PQ10F2470816.

Your Bill Will Now Include:

Products:	Monthly Charge:
FiOS Internet 50M/50M - 2YR	\$124.99
(Rent): FiOS Quantum Gateway Router	\$9.99
5 IP Addresses	\$20.00
Promotion(s) and Credit(s) :* FiOS Internet Promotion	-\$15.00
<hr/> Subtotal	\$139.98
Other:	
Monthly Estimated Taxes, Fees and Other Verizon Charges	\$0.70
Your Total Estimated Monthly Charges are:	\$140.68

Your Total Estimated One Time Charges

Your [One Time Charges](#) would be:

FiOS Activation Fee @ \$59.99 - Installment 1 of 3	\$19.99
Estimated One Time Charges	\$19.99

For more information about the services listed, just click on the product name links above.

This quote is valid for 5 business days and is an estimate based on current pricing and

promotions that are subject to change. Additional charges may apply including for nonstandard installations, DIRECTV, and products or services not listed above. Service terms and conditions apply; term contracts may include early termination fees. 30-day min. billing required for certain packages, Premium and Channel Packs. Applicable pricing will be confirmed at time of order. Orders are subject to service availability and credit approval, and may require deposit.

WHAT TO DO NEXT

Please contact your local Verizon representative to place an order or discuss any questions you may have concerning this quote.

Thank you for your recent inquiry and for allowing us to serve you! We appreciate your business.

Sincerely,

Verizon



PC MAG.COM*
RATED VERIZON
Rated #1 among business users for customer satisfaction and reliability in PC Mag.com's Business Choice Survey.



J.D. POWER**
RANKED VERIZON
"Highest in Customer Satisfaction with Very Small Business Wireline Service, Two Years in a Row"

BLANK

COVINGTON PARK CDD

Dear Valued Business Customer,

Oct 27, 2015

We are happy to provide you the following summary of services and charges we discussed with you on Oct 27, 2015. This quote applies specifically to services located at 6806 COVINGTON GDN, APOLLO BEACH, FL, 33572.

Your Quote Number is PQ10F2472460.

Your Bill Will Now Include:

Products:

Monthly Charge:

Verizon Solutions For Business

Solutions Bundle Line 2 Yr	\$65.00
FiOS Internet 50M/50M - 2YR	\$94.99
(Rent): FiOS Quantum Gateway Router	\$9.99
5 IP Addresses	\$20.00
FiOS Local TV - Public	\$14.99
(Rent): HD Set Top Box	\$11.99

Promotion(s) and Credit(s) :*

Promotional Bundle Credit	-\$25.00
---	----------

Subtotal **\$191.96**

Other:

Monthly Estimated Taxes, Fees and Other Verizon Charges	\$22.73
	\$1.99

[FiOS TV Broadcast Fee](#)

Your Total Estimated Monthly Charges are: **\$216.68**

Your Total Estimated One Time Charges

Your [One Time Charges](#) would be:

[FiOS Activation Fee @ \\$59.99 - Installment 1 of 3](#) \$19.99

[Activation Fee @ \\$99.99](#) Fee Waived

Estimated One Time Charges **\$19.99**

For more information about the services listed, just click on the product name links above.

This quote is valid for 5 business days and is an estimate based on current pricing and promotions that are subject to change. Additional charges may apply including for nonstandard installations, DIRECTV, and products or services not listed above. Service terms and conditions apply; term contracts may include early termination fees. 30-day min. billing required for certain packages, Premium and Channel Packs. Applicable pricing will be confirmed at time of order. Orders are subject to service availability and credit approval, and may require deposit.

WHAT TO DO NEXT

Please contact your local Verizon representative to place an order or discuss any questions you may have concerning this quote.

Thank you for your recent inquiry and for allowing us to serve you! We appreciate your business.

Sincerely,

Verizon



PC MAG.COM*
RATED VERIZON
Rated #1 among business users for customer satisfaction and reliability in PC Mag.com's Business Choice Survey.



J.D. POWER**
RANKED VERIZON
"Highest in Customer Satisfaction with Very Small Business Wireline Service, Two Years in a Row"