

BEAUMONT

COMMUNITY DEVELOPMENT

DISTRICT

May 30, 2024

BOARD OF SUPERVISORS

WORKSHOP

MEETING AGENDA

BEAUMONT
COMMUNITY DEVELOPMENT DISTRICT

AGENDA
LETTER

Beaumont Community Development District
OFFICE OF THE DISTRICT MANAGER
2300 Glades Road, Suite 410W•Boca Raton, Florida 33431
Phone: (561) 571-0010•Toll-free: (877) 276-0889•Fax: (561) 570-0013

May 23, 2024

Board of Supervisors
Beaumont Community Development District

ATTENDEES:
Please identify yourself each time you speak to facilitate accurate transcription of meeting minutes.

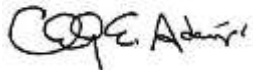
Dear Board Members:

The Board of Supervisors of the Beaumont Community Development District will hold a Workshop on May 30, 2024 at 6:00 p.m., in person at 7764 Penrose Place, Wildwood, Florida 34785 and via Teams Meeting ID: 240 311 783 847 Passcode: 4t9vaF (see link below). The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments (*Agenda Items: 3 Minutes Per Speaker*)
3. Discussion: Rule Related to Overnight Parking and Parking Enforcement
4. Discussion: Amenity Rules
5. Board Members' Comments/Requests
6. Public Comments (*Non-Agenda Items: 3 Minutes Per Speaker*)
7. Adjournment

Should have any questions or concerns, please do not hesitate to contact me directly at 239-464-7114.

Sincerely,



Chuck Adams
District Manager

TEAMS MEETING DETAILS
MEETING ID: 240 311 783 847 **MEETING PASSCODE:** 4t9vaF
LINK:
https://teams.microsoft.com/l/meetup-join/19%3ameeting_NDhmNWZINDctMjEwYS00YjliLWE3NTktYWMxMjNkZjdiZjhhk%40thread.v2/0?context=%7b%22Tid%22%3a%2294348502-fda0-4a80-8edb-52bd87fa537b%22%2c%22Oid%22%3a%22b1e7d1ca-2a67-4e3d-ab2d-a222da78f1b1%22%7d

BEAUMONT
COMMUNITY DEVELOPMENT DISTRICT

3

BEAUMONT COMMUNITY DEVELOPMENT DISTRICT

RULES RELATING TO OVERNIGHT PARKING AND PARKING ENFORCEMENT

In accordance with Chapter 190, Florida Statutes, and on May, 9 2022, at a duly noticed public meeting, and after a public hearing, and as amended on _____ 2024 at a duly noticed public meeting, the Board of Supervisors of the Beaumont Community Development District (“District”) adopted the following rule to govern overnight parking and parking enforcement on certain District property.

1. INTRODUCTION. The District finds that parked vehicles can cause hazards and a danger to the health, safety and welfare of District residents and the public. This rule is intended to establish District parking guidelines along with the ability for the District to have those vehicles in violation of such guidelines removed.

2. PARKING RULES

General

- a) Owners’ vehicles shall be parked in the garage or driveway of the respected Owners’ lot and shall not block any sidewalk.
- b) No street parking is allowed in the District, on any District owned property, including roadways owned by the District, within the community from 7:00 p.m. to 7 a.m., unless such vehicle has been duly registered by the Amenity Manager and the owner of such vehicle has a valid temporary or annual parking pass, and that parking pass is visibly displayed in the vehicle in question.
- c) Residents may contact the Amenity Manager to register for parking passes for members of their households and guests.
 1. Annual Passes - Residents may request an annual parking pass for a vehicle under the following circumstances; three or more licensed drivers **residing** in the residence, or having a vehicle too large to safely fit on the resident driveway without blocking the sidewalk, this does NOT include commercial vehicles. Annual passes will cost one hundred dollars (\$100.00) and will be effective for one (1) year from October first (1st) through September thirtieth (30th).
 2. Temporary Passes – During Federal Holidays and Family Functions, the District understands many will have visitors. Residents must register their guests’ vehicle with the Amenity Manager and obtain a temporary parking pass for up to seven (7) days for each vehicle, free of charge.
- d) Permitted vehicles parking on the street must do so with the proper flow/direction of traffic.

- e) The parking of any vehicle, at any time, on the grassy easement areas between the sidewalk and the street curbing is strictly prohibited regardless of permitted status.
- f) No vehicles used in business for the purpose of transporting goods, equipment and the like, shall be parked on District property at any time, including overnight, except during the period of delivery of such goods or during the provision of services.
- g) No vehicles which cannot operate on its own power shall remain on District property for more than twelve (12) hours.

Clubhouse

- h) Parking spaces in front of the mailboxes are 10-minute parking spaces.
- i) Amenity area parking is for amenity patrons and **accompanied** guests, only during their active amenity usage. No overnight parking, except in certain designated spaces as permitted by the District's Amenity Manager.
- j) No vehicles, which cannot operate on its own power, shall be parked in the Amenity's parking area.
- k) No vehicles used in business for the purpose of transporting goods, equipment and the like, shall be parked on District property at any time, including overnight, except during the period of delivery of such goods or during the provision of services.
- l) Golf cart spaces are for golf cart use only.

Townhomes

- m) Parking spaces in front of the mailboxes are 10-minute parking spaces.
- n) Spaces across from the pool area are for amenity patrons and **accompanied** guests, only during their active amenity usage. Townhome Residents may utilize these spaces when amenity area is closed as overflow parking, not to exceed twelve (12) hours.
- o) Additional overflow parking spaces are for residents and their guests only, not to exceed twelve (12) hours.
- p) No parking on the grassy easement areas between the sidewalk and the street curbing or on the sidewalks at both entrances.

3) TOWING/REMOVAL PROCEDURES

- a) **SIGNAGE AND LANGUAGE REQUIREMENTS.** Notice of these rules, and the parking prohibitions stated herein, shall be approved by the District's Board of Supervisors and shall be posted on District property in the manner set forth in section 715.07 *Florida Statutes*. Such signage is to be placed in conspicuous locations in accordance with section 715.07, *Florida Statutes*.

- b) **AGEEMENT WITH AUTHORIZED TOWING SERVICE.** The District’s Board of Supervisors is hereby authorized to enter into and maintain an agreement with a firm authorized by Florida law to tow/remove unauthorized vehicles in accordance with Florida law and with the rules set forth herein.

 - c) **TOWING/REMOVAL AUTHORITY.** The Towing Operator will/shall be permitted to conduct “roam” towing from 7:00 p.m. to 7 a.m., in accordance with this Rule. The Towing Operator does not require authorization from the District to tow any vehicles in violation of this rule. However, the Towing Operator shall render its services in accordance with this Rule, the Towing Agreement and Florida law, specifically the provisions set forth in section 715.07, Florida Statutes.
- 4) OTHER DISTRICT PENALTIES.** If any resident is found to have violated any of the provisions of this rule, and pursuant to Sections 120.69(2) and (7), *Florida Statutes* and other applicable law, the District shall have the right to impose a fine of up to the amount of one thousand dollars (\$1,000) and collect such fine and attorney’s fees as a contractual lien or as otherwise provided by Florida
- 5) Parking At Your Own Risk.** Vehicles may be parked on District property pursuant to this rule, provided however, the District assumes no responsibility or liability for any theft, vandalism and/or damage that may occur to such vehicles or personal property there in.

Effective date: May 9, 2022, as amended on _____.

BEAUMONT
COMMUNITY DEVELOPMENT DISTRICT

4

BEAUMONT

Dear Beaumont CDD Resident:

We are pleased that you have made Beaumont your home and are proud of the amenities our District has made available for yours' and your family's enjoyment, as well as for the enjoyment of other potential Beaumont CDD residents who wish to join our Amenity Complex.

As the Beaumont CDD continues to grow, it is important for everyone to be consistent regarding the rules and regulations relating to the Beaumont CDD and the Amenity Complex. So, for the *safety* and *enjoyment* of the entire community, please respect and follow all Rules and Policies.

Please accept our warmest welcome. Once you have unpacked, take a breath and a moment to register on the Beaumont community website for information regarding our community.

Thank you and once again Welcome!

Sincerely,

Your Beaumont CDD
Board of Directors

BEAUMONT COMMUNITY DEVELOPMENT DISTRICT

(Beaumont CDD)

Single Family Homes

GUIDE

Tammy Collins, LCAM, Community Manager



Evergreen Lifestyles Management

Phone: (877) 221-6919

Email: Tammy.Collins@evergreen-lm.com

Table of Contents

1. Beaumont Community Development District Contact Information
2. Amenity Complex Hours of Operation
3. Amenity Complex Usage Rates
4. Amenity Complex Rules & Policies
5. Disciplinary & Enforcement Rule
6. Resident Rules & Policies Acknowledgement Form
7. Consent & Waiver Agreement
8. Resident Event Rental Form (Residents Only)

Beaumont CDD Contact Information

www.BeaumontCDD.net

Beaumont is Professionally Managed by:



Evergreen Lifestyles Management

Our Customer Service is available 24/7

www.Evergreen-LM.com

877-221-6919

Beaumont North Community Website:

www.BeaumontNorthHOA.com

Amenities Complex Hours of Operation

Clubhouse

Open daily with fob access from 8:00am to 10:00pm, Private Events, Community Sponsored Events/Activities, CDD/HOA Meetings & Social Clubs

Lifestyles Coordinator and Management will prioritize events and keep a calendar of events and activities.

Operating Hours

***All hours of operation are subject to change.*

The Beaumont CDD and Management team maintains the right to close the facilities due to any unforeseen circumstances.

Fitness Center

5:00am to 11:00pm

Swimming Pool Daily

Open ~ 8:00am to Dusk

Outdoor Areas Daily

Open ~ Dawn to Dusk

New Resident Orientations:

By Appointment Only –

email Tammy.collins@evergreen-LM.com

www.BeaumontNorthHOA.com

Amenity Complex Usage Rates

In accordance with Chapters 190 and 120 of the Florida Statutes, and after a duly noticed public meeting and public hearing, the Board of Supervisors of the Beaumont Community Development District adopted the following rules.

- 1. Introduction:** This rule addresses various rates, fees and charges associated with the amenities.
- 2. Annual User Fees:** A Single-Family Property Owner does not have to pay any annual user fees for the use of the Single-Family Amenity, and a Townhome Property Owner does not have to pay any annual user fees for the use of the Townhome Pool, because those fees are already included in the landowner's respective debt and operations and maintenance assessments. With those exceptions, all patrons are required to pay an annual user fee to access and use the District's Amenities Complex, as follows:

User *	Annual Fee for Single Family Amenity (Clubhouse, Gym & Pool)	Annual Fee for Townhome Amenity (Townhome pool)
Property Owner**	\$1,126.58	\$563.95
Non-Resident Patrons	\$2,698.80	\$1,744.11

***NOTE:** In addition to the fees stated herein, all landowners will be responsible for paying all other debt and operations and maintenance assessments attributable to their respective properties. All fees stated herein are subject to a percentage change on an annual basis, and in an amount not to exceed the percentage increase in the District's annual budget(s).

****NOTE:** A resident apartment tenant (who is not a Property Owner or Non-Resident Patron), with a valid lease agreement, is treated in the same manner as the Property Owner for purposes of this rule.

- 3. Reservation Rates for Clubhouse:** Any patron wishing to have the *exclusive* use of any room or area within the clubhouse (*excluding kitchen*) must pay the appropriate fee and submit a security deposit in the amounts set forth below.

Room / Area	Rental Fee	Deposit
Club Room	\$150 for 4 hours + \$50 each additional hour (up to 8 hour maximum)	\$250
Activity/Art Room	\$100 for 4 hours + \$25 each additional hour (up to 8 hour maximum)	\$250
Club Room AND Activity/Art Room	\$225 for 4 hours + \$60 each additional hour (up to 8 hour maximum)	\$250

Note: Rate and deposit based on facility being rented, type of event, and staffing needs.

4. Miscellaneous Fees:

Item	Fee
Additional Daily Guest Pass	\$10.00 / guest
Replacement of or extra household fob	\$50.00 each
Insufficient Funds Fee (for submitting an insufficient funds check)	\$50.00

5. **Social Clubs:** Notwithstanding anything in these rules written to the contrary, social clubs may use the clubhouse one day per week, subject to availability, at no cost. Any social club which desires to reserve a room must fill out a rental agreement and submit it to the Amenity Manager.
6. **Homeowner's Association Meetings:** Unless otherwise provided in the CDD's official policies, as may be amended from time to time, each Homeowner's Association located within the boundaries of the CDD is permitted three (3) free meetings per month, subject to availability.
7. **Start/Stop Timeframes:** All meetings/social clubs may add one (1) additional hour prior to their start time to set up for said meeting (arrange/remove tables & chairs), as well as add one (1) additional hour following their meeting for clean-up of said meeting. No one social club takes precedence over another.
8. **Additional Costs:** The CDD may in its sole discretion require additional staffing, insurance, cleaning, or other service for any given event, and, if so, may charge an additional fee for the event equal to the cost of such staffing, insurance, cleaning, or service.
9. **Adjustment of Rates:** Not more than once per year, the CDD Board may adjust by resolution adopted at a duly noticed public meeting any of the fees set forth in Sections 3 and 4 by not more than ten percent per year to reflect actual costs of operation of the amenities, to promote use of the amenities, or for any other purpose as determined by the CDD Board to be in the best interests of the CDD. The CDD Board may also in its discretion authorize discounts for certain services.

10.Prior Rules\ Policies: The CDD's prior rules setting amenities rates, if any, are hereby rescinded.

11.Severability: The invalidity or unenforceability of any one or more provisions of this rule shall not affect the validity or enforceability of the remaining portions of this rule, or any part of this rule not held to be invalid or unenforceable.

Law Implemented: ss. 190.011, 190.035, Fla. Stat. (2020)

Effective Date: _____

BEAUMONT

CDD

Amenity Complex

Rules

&

Policies

Amenity Complex Rules and Policies

Table of Contents

General Information	Page 1
Access to Amenity Complex	Page 1
Resident ID/Key Fobs	Page 1-2
Lost Resident ID/Key Access Card	Page 2
Guests	Page 2
Smoking	Page 2
Pets	Page 2
Parking	Page 2
Streets of Beaumont	Page 3
Beaumont Event Requests	Page 3
Code of Conduct	Page 4-5
Use at Own Risk: Indemnification	Page 6
Facility Rules and Policies	Page 7
Attire	Page 7
Parking Lot	Page 7
Pool	Page 7-9
Clubhouse	Page 9
Covered Patio Area	Page 10
Fitness Center	Page 10-11
Courts (Bocce and Pickle Ball)	Page 12

GENERAL INFORMATION

The Beaumont Amenities Complex is for the use of Beaumont North Residents **(Single Family Homes)**, or any other Beaumont Resident **(Townhomes or Apartments)** who chooses to pay the **Annual Amenity Fee**, and their invited guests, only while accompanied by the Resident¹. Any non-residents are not permitted and will be in violation of trespassing **(Please see Amenity Complex Usage Rates for a more detailed explanation)**

The Townhomes Pool Facility is for the use of Beaumont Townhomes Resident **ONLY**.

Access to Amenity Complex

Resident ID/Access Fobs are required for the entrances to the entire amenity complex. Residents must comply with the various minimum age requirements for the different section of the complex (i.e .gym & pool). Likewise, the staff may request Residents to identify themselves and their address to assist with verification of residency.

Residents are restricted from allowing entry into any section of the complex for anyone without an active Fob on their person.

Resident ID/Key Fobs

Every home is entitled to two (2) Access Fobs, free of charge following the closing of a new construction home. The maximum number of fobs per household is four (4), the cost of extra fobs is fifty dollars (\$50). All resale buyers **must** re-register the previous owners' fobs with the Amenities Management Company prior to usage. Resale buyers must purchase new fobs if the original fobs were not passed down from seller.

If a Resident leases a home, only the lessee shall be entitled to exercise the privileges of a Resident. All tenants must provide a copy of their signed Lease Agreement providing the lease start and end dates to receive or re-register key fobs. As with home owners', tenants **must** re-register the previous tenants'

¹ *For purposes of these rules, a Resident refers to an individual owner of property within the District or a person who has paid an Annual User Fee, according to the District's rules.*

fobs with the Amenities Management Company prior to usage. Tenants must purchase new fobs if the original fobs were not passed down from previous tenant.

Lost Resident ID/Key Fob

Residents must immediately notify the Amenity Management Company of a lost or stolen fob for deactivation. Any unauthorized use of a fob, resulting in any loss, damage or expense, shall be the sole responsibility of the currently registered Resident. There will be a charge of fifty dollars (\$50) for replacement of lost or damaged key fobs.

Guests

In addition to the Beaumont Residents' household members, a maximum of 3 guests (non-residents) per household, per day, are allowed in the Amenity Complex Area. Additional guest passes may be purchased from the Amenity staff for \$10 per guest per day, cash or check only. **However**, the three(3) guests rule does NOT apply if the resident has rented out the clubhouse space(s).

Smoking

Smoking, including all E-cigarettes, vaping, cigar and pipe smoking, is not permitted anywhere within the Amenity Complex (Clubhouse, Swimming Pools, and Restrooms), to the extent permitted by the Florida Clean Air Statute or other subsequent legislation. Also, please refrain from disposing of any smoking paraphernalia on the ground within the Amenities Complex parking lot.

Pets/Animals

No pets, with the exception of registered service animals, are allowed in, or on, the premises of the Amenities Complex including the main building, courts and/or the outdoor pool areas.

Parking

When visiting the clubhouse, parking is located in the lot beside the Clubhouse. Please see ***CDD Rules Relating to Overnight Parking and Parking Enforcement*** for additional parking instructions at the Clubhouse as well as at the Townhomes' Pool Area.

Streets of Beaumont

All residential streets contained within the Beaumont CDD are classified as private community streets. Beaumont CDD has entered into a Law Enforcement Agreement with the local policing authorities for their active engagement to patrol our streets. All Florida State and Local Motor Vehicle Operating Statutes and speed limits will be enforced. Please see ***CDD Rules Relating to Overnight Parking and Parking Enforcement*** for additional instructions. Residents are responsible for ensuring their guests are informed and in compliance with all current rules.

Beaumont Event Request

Beaumont Residents have the privilege of holding private parties and events by renting the Beaumont Club Room and the Activity/Art Room **ONLY**. Events must be scheduled before using these areas by filling out a Rental Request Form located on the Beaumont Community website.

Event Request Forms will only be accepted from Residents (Single Family and Townhomes) whose status is in good standing and continues to remain in good standing up to their event. A Rental Fee as well as a deposit are required before the day of the event with the deposit returned upon compliance with Community and Event Rules listed in this document and the rental agreement.

Completed rental forms can be dropped off at the Clubhouse during manager or Lifestyle Director's hours or can be emailed to Ashley Grove at Ashley.Grove@evergreen-lm.com. In addition to the clubhouse, any damages to other areas of the Amenities Complex (courts and pool area) by a Resident or their guest(s) will be the responsibility of the Resident including deduction from the security deposit.

Rental of the clubhouse does **not** include any other complex components. All other individual components of the Amenities Complex (**Kitchen, Covered Patio, Single Family & Townhome Swimming Pools, Courts, and Parking Lots**), are not available to be rented for their exclusive use by a resident, without prior written approval of the CDD Board. Questions concerning these areas for community events should be directed to the Amenity Management.

Code of Conduct

General Rules of Courtesy & Conduct

All Residents and their guests are expected to abide by the Governing Documents for Beaumont North in addition to the CDD's rules and policies which may be amended from time to time, and to conduct themselves in a courteous and respectful manner at all times. Actions that jeopardize or otherwise interfere with the rights and privileges of others, including the use of profanity, or otherwise abusive or disruptive behavior will not be tolerated, and disciplinary actions may be taken and enforced.

Residents and their guests will not harass or accost any other resident, occupant, guest, club employee, director, officer, committee member or member of the management team.

Any resident who conducts him/herself in an unbecoming manner or who violates the Rules and Policies is subject to disciplinary action which may include suspension of membership privileges or monetary fines as determined by the Board, in accordance with the CDD's **Disciplinary & Enforcement Rule**, attached herein.

Residents and guests are prohibited from profiting financially from their membership by charging occupants or guests to use the facilities.

Interference with Employees/Vendors

Any inattention to duty, or discourtesy on the part of any employee, staff member, or service vendor should be immediately reported to the Amenity Manager. However, under no circumstances will Residents/guests interfere with, attempt to discipline, or otherwise direct employees or vendors in the course of CDD business. Comments and complaints are to be civilly directed to the Amenity Manager and may be require to be submitted in writing before taking action on the complaint.

Safety Is Paramount

Any Resident or guest not adhering to the posted or otherwise obvious safety rules may be asked to leave. With respect to safety, proper decorum, and sanitation, the Amenity Staff member's judgment will prevail in all instances. Any complaint relating to a facility monitor's decision may be later appealed to the Amenity Manager and the CDD Board. However, until such appeal is heard, the facility member may result in disciplinary action.

Disclaimer

Homeowners and guests using the facilities do so at their own risk. The safety of our residents and guests of our community is our primary concern. All persons using the facilities do so at their own risk and agree to abide by the rules for use of the facility. The Beaumont CDD and Property Management Company assumes no responsibility and shall not be liable for any accidents, personal injury, or damage to, or loss of property arising from the use of the facilities or from the acts, omissions or negligence of other persons using the facilities. Residents are responsible for their actions and those of their guests.

Video Surveillance is in use and monitored. An infraction may result in loss of privilege and or prosecution.

PROPERTY DAMAGE

Each Resident shall be liable for any property damage at the amenities caused by him or her, his or her guests, or members of his or her family. The District reserves the right to pursue any and all legal and equitable measures necessary to remedy any losses due to property damage.

Each Resident and guest, as a condition of invitation to the premises of the amenities, assumes sole responsibility for his or her property. The District shall not be responsible for the loss or damage to any private property used or stored on the premises of the amenities, whether in lockers or elsewhere.

USE AT OWN RISK: INDEMNIFICATION

Any Resident, guest, or other person who participates in the Activities (as defined below), shall do so at his or her own risk, and shall indemnify, defend, release, hold harmless, and forever discharge the District and its contractors, and the present, former, and future supervisors, staff, officers, employees, representatives, agents, and contractors of each (together, "Indemnitees"), for any and all liability, claims, lawsuits, actions, suits or demands, whether known or unknown, in law or equity, by any individual of any age, or any corporation or other entity, for any and all loss, injury, damage, theft, real or personal property damage, expenses (including attorney's fees, costs and other expenses for investigation and defense and in connection with, among other proceedings, alternative dispute resolution, trial court, and appellate proceedings), and harm of any kind or nature arising out of, or in connection with, the participation in the Activities, by said Resident, guest, or other person, and any of his or her guests and any members of his or her family.

Should any Resident, guest, or other person, bring suit against the Indemnitees in connection with the Activities or relating in any way to the Amenities, and fail to obtain judgment therein against the Indemnitees, said Resident, guest, or other person shall be liable to the District for all attorney's fees, costs, and other expenses for investigation and defense and in connection with, among other proceedings, alternative dispute resolution, trial court, and appellate proceedings. The waiver of liability contained herein does not apply to any act of intentional, willful or wanton misconduct by the Indemnitees.

For purposes of this section, the term "Activities," shall mean the use of or acceptance of the use of the amenities, or engagement in any contest, game, function, exercise, competition, sport, event, or other activity operated, organized, arranged or sponsored by the District, its contractors or third parties authorized by the District.

FACILITIES RULES AND POLICIES

Attire

- ❖ Residents and their Guests should dress in a manner appropriate to the activities being enjoyed at the Clubhouse.
- ❖ Shoes/sandals/flip flops and shirts must be worn in the interior of the clubhouse at all times.
- ❖ WET swimwear is not permitted within the Clubhouse. However dry swimwear with a coverup may be worn.
- ❖ Management shall request anyone in the Clubhouse to conform to the dress code rules regarding attire.
- ❖ Management may suspend dress code rules from time to time for certain events. There will be visible signs posted during these time periods.

Parking Lot

- ❖ Please see ***CDD Rules Relating to Overnight Parking and Parking Enforcement*** for additional parking instructions at the Clubhouse
- ❖ No active cooking or usage of any cooking appliance (i.e. indoor /outdoor grills, pizza ovens, crock pots or toaster ovens) allowed per insurance policy.

Pool

- ❖ There are no lifeguards on duty; **Swim at your own risk.**
- ❖ Pool is under constant video surveillance.
- ❖ Entry to the pool area must be made through the front gate with the resident key fob.
- ❖ Gates are to remain closed at all times unless held open by Amenity or Lifestyles Management **ONLY.**
- ❖ **DO NOT** open the pool gates to allow entry for anyone who does not have a resident key fob on their person.
- ❖ Shower before entering the pool.
- ❖ **NO Diving or Flipping**, as the pool depth does not support these activities.

- ❖ **NO Running** around pool deck area.
- ❖ A maximum of three (3) guests per household per day is allow and **MUST** be accompany by an adult resident at all times. Use of the pool is at the Resident's own risk. Each Resident is personally liable for any injury to his or her immediate family members and guests using the pool.
- ❖ Children under the age of 16 must be accompanied and supervised by an adult at all times.
- ❖ Official swim wear only, no cutoffs.
- ❖ All incontinent or non-potty-trained individuals must wear a fitted waterproof garment over a diaper or swim diaper. Any individual responsible for the contamination of the pool may be held responsible for any clean-up or decontamination expenses incurred by the district.
- ❖ No open wounds
- ❖ Trash receptacles are placed in various locations around the pool area for your conscience. Please help keep the pool areas clean by throwing away all trash and ensure the trash can lids are securely in place.
- ❖ No food or beverages allowed within eight (8) feet of the pool, which is a state requirement.
- ❖ No glass containers are allowed anywhere on pool deck.
- ❖ Coolers are allowed.
- ❖ No drunken, rowdy, disruptive, obnoxious or bullying behavior/language, including music allowed.
- ❖ Small individual radios may be played at a level as to not disturb others or surrounding residents in their homes.
- ❖ **Sundays** are a quiet day **NO** personal music playing allowed, other than earbud usage, except for scheduled Lifestyles events.
- ❖ Only standard pool toys and individual floatation devices permitted; no party inflatables allowed anywhere in pool area.
- ❖ No scooters, bikes, skates, rollerblades, skateboards or hoverboards allowed anywhere in pool area.
- ❖ Swimming is not permitted when thunder or lightning has been heard or observed. It is state recommended there should be at least 30 minutes of no thunder or lightning occurrences for active swimming to commence.

- ❖ Tables, chairs and lounges are on a first come first serve basis while actively in the pool area. Tables will NOT be saved for later use. Please return all furniture to its original location after usage and bring down open umbrellas, to prevent damage in a pop-up storm.
- ❖ Do not block the zero-entry area. Low setting chairs may be placed in the water no deeper than water at seat level at the zero-entry area as long as entry to the water by bathers is not compromised. Do not allow children to use chairs as a jumping platform.
- ❖ Lounge chairs and standard sized table chairs are not permitted in the water at any time.
- ❖ Items left after daily pool closure will be disposed of.

Clubhouse

- ❖ Rental request forms are located on the Beaumont Community Website address in this package.
- ❖ Clubhouse is under constant video surveillance
- ❖ Access to the Clubhouse is available daily (**see Complex Hours of Operation**) with resident fob. Private rental, community events or activities take priority (see activity schedule on Beaumont web site).
- ❖ Doors are to remain locked and are only to be unlocked by Amenity Staff.
- ❖ Use of the kitchen and appliances (refrigerator/microwave) are **only allowed during your active rental**.
- ❖ Doors are not to be propped open except by Amenity Staff.
- ❖ No active cooking or usage of any cooking appliance (i.e. indoor grills, pizza ovens, crock pots or toaster ovens) allowed per insurance policy.
- ❖ Catered or premade food is allowed.
- ❖ Items placed in the kitchen, and refrigerator/freezer by Amenity staff are not to be used or taken (including any condiments, bottled water, paper plates, napkins or paper towels) these items are strictly for Lifestyles Community Events.
- ❖ Please return kitchen items (utensils) in good cleaned condition where they belong
- ❖ Upon conclusion of your private event please ensure all doors to the facility are closed and locked.
- ❖ If any trash is not disposed of properly, deposit will be forfeited.

Covered Patio Area

- ❖ Please be mindful of other residents and their guests, space is on a first come first serve basis, and **CANNOT** be restricted.
- ❖ Coolers are allowed.
- ❖ No active cooking or usage of any cooking appliance (i.e. indoor/outdoor grills, pizza ovens, crock pots or toaster ovens), allowed per insurance policy.
- ❖ Small birthday parties are allowed. A maximum of three (3) tables may be pushed together with table decorations only. More than three (3) guests must be registered and paid for as listed in the Amenity Usage Rates.
- ❖ The hanging of any private party decorations is strictly prohibited.
- ❖ TV remotes are to remain in holders attached to the walls. Please keep volume so as not to disturb others' enjoyment of the space.
- ❖ Outdoor bar seating is on a first come first serve basis.
- ❖ Alcohol in non-glass containers is permitted in the Covered Patio Area **ONLY**.

Fitness Center

- ❖ Fitness Center is under constant video surveillance.
- ❖ Access Fobs are required while using the Fitness Center and must be produced to management if requested.
- ❖ All use of the fitness equipment is done at your own risk. Please familiarize yourself with the proper use of the fitness equipment before using.
- ❖ Televisions are provided, but **headphones must be used at all times**.
- ❖ It is the responsibility of each person to consult with their physician, and each person should be deemed to be in good physical condition and free from any physical, medical or psychological conditions, disabilities, impairments or ailments, chronic or otherwise, which would preclude, impair or prevent him or her from using the Fitness Center or engaging in active or passive exercise.
- ❖ Neither the Amenity Manager, or Beaumont CDD shall be liable for any injuries or damage to or loss of property of Residents or their Guests while using the Fitness Center

- ❖ Due to a number of safety issues, children under the age of sixteen (16) years must be accompanied by an adult. Children twelve (12) and under are not allowed in the fitness center at any time.
- ❖ Casual workout attire is appropriate (i.e. t-shirts, shorts, warm-up pants, leotards and leggings).
- ❖ Rubber-soled athletic shoes covering the entire foot must be worn. No bare feet, sandals, spiked shoes, work boots or flip flops are allowed.
- ❖ No swimsuits, wet or dry.
- ❖ Do **NOT** move any equipment. Moving equipment may cause units to become unbalanced requiring a technician to be called for services at violator's expense.
- ❖ There is a 30-minute time limit on each piece of equipment when people are waiting.
- ❖ Use of a spotter when lifting free weights is recommended. Do not drop free weights on the floor and return them to their proper place at completion of usage.
- ❖ **NO** food is permitted. Closed plastic beverage containers are allowed.

- ❖ Please wipe down equipment after each use with disinfectant wipes provided.
- ❖ One Personal Trainer is permitted as a guest of a Resident. The Personal Trainer must be registered with the Amenity Manager and provide evidence of certifications and insurance. Personal Trainers may train Residents of Beaumont **ONLY** at a maximum of two at one time.
- ❖ Horseplay, profanity, disruptive and/or indecent behavior is strictly prohibited.
- ❖ Please report any issues or concerns to the Amenity Manager as soon as possible.

Courts (Bocce and Pickle Ball)

- ❖ There is no attendant on duty at either court, play at your own risk.
- ❖ Do Not remove Bocce Balls without prior approval from Amenity Staff.
- ❖ Do not adjust or remove nets in the Pickle Ball areas.
- ❖ Please keep areas free of trash.
- ❖ Please do not allow children to play in these areas.
- ❖ No use by outside teams for games or practice without prior approve from CDD Board.

BEAUMONT COMMUNITY DEVELOPMENT DISTRICT

DISCIPLINARY & ENFORCEMENT RULE

In accordance with Chapter 190 AND 120 of the Florida Statutes, and after a duly noticed public meeting, and hearing, the Board of Supervisors of the Beaumont Community Development District (“District”) adopted the following rules.

1. **INTRODUCTION.** This rule addresses disciplinary and enforcement matters relating to the use of the amenities and other properties owned and managed by the District.
2. **GENERAL RULE.** All persons using the amenities and entering District properties are responsible for and shall comply with, the rules established for the safe operations of the District’s amenities.
3. **SUSPENSION OF RIGHTS.** The District, through its Board, District Manager and/or Amenity Manager, shall have the right to restrict, suspend or terminate the amenity privileges of any persons’ amenity usage for any of the following behaviors.
 - ❖ Submits false information on any application for amenity usage;
 - ❖ Permits the unauthorized use of an Access Key Fob;
 - ❖ Permits suspended individuals access to amenities;
 - ❖ Exhibits unsatisfactory behavior, deportment or appearance;
 - ❖ Fails to pay amounts owed to the District in a proper and timely manner;
 - ❖ Fails to abide by any District rules or policies;
 - ❖ Treats District supervisors, staff, amenity management, contractors, other District representatives, fellow residents or a guest in an unreasonable or abusive manner;
 - ❖ Engages in conduct that is improper or likely to endanger the health, safety or welfare of the District supervisors, staff, amenity management, contractors, other District representatives, fellow residents or a guest; or
 - ❖ Damages or destroys District property
4. **AUTHORITY OF AMENITY MANAGER.** The Amenity Manager or his/her designee has the ability to remove any person from one or all Amenities if any of the above-referenced behaviors are exhibited or actions committed. The Amenity Manager or his/her designee, may at any time restrict or suspend for cause(s), including but not limited to those described above, any person’s (and his/her family) privileges to use any or all of the amenities for a period not to exceed thirty days.
5. **AUTHORITY OF DISTRICT BOARD MEMBERS.** In the absence of the Amenity Manager, a Board Member has the ability to remove any person from one or all Amenities if any of the above-referenced behaviors are exhibited or actions committed. The Board Member will report any such incident to the Amenity Manager for further action as may be required.
6. **AUTHORITY OF DISTRICT MANAGER.** The District Manager may at any time restrict, suspend or terminate for cause(s), including but not limited to those described above, any person’s (and his/her family) privileges

to use any or all District amenities for a period greater than thirty days. Any such person will have the right to appeal the imposition of the restriction, suspension or termination before the Board of Supervisors.

- 7. ENFORCEMENT OF PENALTIES/FINES.** For any reason set forth in Section 3 above, the District shall additionally have the right to impose a fine of up to the amount of one thousand dollars (\$1,000) in addition to any amounts for damages – and collect such fine, damages and attorney’s fees as a contractual lien or as otherwise provided pursuant to Florida law.
- 8. LEGAL ACTION; CRIMINAL PROSECUTION.** If any person is found to have committed any of the infractions noted in Section 3 above, such person may additionally be subject to arrest for trespassing or other applicable legal action, civil or criminal in nature.
- 9. SEVERABILITY.** If any section, paragraph, clause or provision of this rule shall be held to be invalid or ineffective for any reason, the remainder of this rule shall continue in full force and effect, it being expressly hereby found and declared that the remainder of this rule would have been adopted despite the invalidity or ineffectiveness of such section, paragraph, clause or provision.

Law Implemented: ss. 120.69, 190.011, 190.012. Fla. Stat. (2020)

ACKNOWLEDGEMENT

Resident Rules & Policies

The Beaumont Community Development District (“District”) owns and operates certain amenities, and offers certain amenity programs, to the District’s patrons. In consideration for being allowed to use the amenities and/or participate in the amenity programs (together, “Activities”), I hereby voluntarily assume any and all risk, including injury to my person and property, relating to the Activities, and agree to indemnify, defend and hold harmless the District, any applicable homeowner’s associations, and any of their affiliates, supervisors, officers, staff, agents, employees, volunteers, organizers, officials or contractors (collectively, the “Indemnitees”) from any claim, liability, cost, or loss of any kind sustained or incurred by either any of the Indemnitees or by other residents, users or guests, and resulting from any acts or omissions of myself, my family members, or my guests, and arising out of or incident to the Activities, unless such loss is solely the result of Indemnitees’ gross negligence or intentional, willful, or wanton misconduct. I further acknowledge and agree that I shall be bound at all times by the terms and conditions of the policies, rules and regulations of the District, including but not limited to the Amenity Rates Rule, the Amenity Handbook (including any and all indemnification and other provisions set forth therein), and the Disciplinary & Enforcement Rule, as currently in effect and as may be amended from time to time. I have read and understand the terms of this Consent and Waiver Agreement and have willingly signed below as my own free act, being both of lawful age and legally competent to do so. Nothing herein shall constitute 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.

Owner’s Name: _____

Property Address: _____

Contact Telephone Number: _____

Email Address: _____

Mailing address if different from above: _____

Date Access Fobs issued: _____

Signature: _____

Date: _____

NOTE TO STAFF: THIS FORM MAY CONTAIN CONFIDENTIAL INFORMATION. DO NOT DISCLOSE ITS CONTENTS WITHOUT FIRST CONSULTING THE DISTRICT MANAGER.

PRIVACY NOTICE: Under Florida’s Public Records Law, Chapter 119, Florida Statutes, the information you submit on this form may become part of a public record. This means that, if a citizen makes a public records request, we may be required to disclose the information you submit to us. Under certain circumstances, we may only be required to disclose part of the information submitted to us. If you believe that your records may qualify for an exemption under Chapter 119, Florida Statutes, please notify the District Manager.

CONSENT AND WAIVER AGREEMENT

Beaumont Community Development District

The Beaumont Community Development District (“District”) owns and operates certain amenities, and offers certain amenity programs, to the District’s patrons. In consideration for being allowed to use the amenities and/or participate in the amenity programs (together, “Activities”), I hereby voluntarily assume any and all risk, including injury to my person and property, relating to the Activities, and agree to indemnify, defend and hold harmless the District, Beaumont North Homeowner’s Association, Inc., and any of their affiliates, supervisors, officers, staff, agents, employees, volunteers, organizers, officials or contractors (collectively, the “Indemnitees”) from any claim, liability, cost, or loss of any kind sustained or incurred by either any of the Indemnitees or by other residents, users or guests, and resulting from any acts or omissions of myself, my family members, or my guests, and arising out of or incident to the Activities, unless such loss is solely the result of Indemnitees’ gross negligence or intentional, willful, or wanton misconduct. I further acknowledge and agree that I shall be bound at all times by the terms and conditions of the policies, rules and regulations of the District, as currently in effect and as may be amended from time to time. I have read and understand the terms of this Consent and Waiver Agreement and have willingly signed below as my own free act, being both of lawful age and legally competent to do so. Nothing herein shall constitute 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.

Participant Name: _____

Participant Signature: _____ Date: _____

(if Participant is 18 years of age or older)

Parent/Guardian Name: _____

(if Participant is a minor child)

Parent/Guardian Signature: _____ Date: _____

(if Participant is a minor child)

Address: _____

Phone Number (home): _____

Phone Number (alternate): _____

Emergency Contact: _____

Phone Number: _____

NOTE TO STAFF: THIS FORM MAY CONTAIN CONFIDENTIAL INFORMATION. DO NOT DISCLOSE ITS CONTENTS WITHOUT FIRST CONSULTING THE DISTRICT MANAGER.

PRIVACY NOTICE: Under Florida’s Public Records Law, Chapter 119, Florida Statutes, the information you submit on this form may become part of a public record. This means that, if a citizen makes a public records request, we may be required to disclose the information you submit to us. Under certain circumstances, we may only be required to disclose part of the information submitted to us. If you believe that your records may qualify for an exemption under Chapter 119, Florida Statutes, please notify the District Manager.