

Parrish Plantation Community Development District

Board of Supervisors

Matt O'Brien, Chairman
Brent Dunham, Vice Chairperson
Bruce Danielson, Assistant Secretary
Allison Martin, Assistant Secretary
Marlena Nitschke, Assistant Secretary

Brian Lamb, District Manager
Angie Grunwald, District Manager
John Vericker, District Counsel
Tonja Stewart, District Engineer

Public Hearing & Regular Meeting Agenda

Thursday, March 23, 2023 at 2:00 p.m.

The Public Hearing & Regular Meeting of the **Parrish Plantation Community Development District** will be held on **March 23, 2023 at 2:00 p.m. at the Parrish Plantation Model Home located at 12594 Oak Hill Way, Parrish FL, 34219.** Please let us know at least 24 hours in advance if you are planning to call into the meeting. Following is the Agenda for the Meeting:

Call In Number: 1 (305) 224 -1968

Meeting ID: 886 9923 1764

Passcode: 497038

All cellular phones and pagers must be turned off during the meeting

- 1. CALL TO ORDER/ROLL CALL**
- 2. PUBLIC COMMENT ON AGENDA ITEMS**
- 3. RECESS TO PUBLIC HEARING**
- 4. PUBLIC HEARING ON ADOPTING RECREATIONAL FACILITIES POLICIES, FEES AND RULES AND REGULATIONS**
 - A. Open the Public Hearing on Adopting Recreational Facilities Policies, Fees and Rules and Regulations
 - B. Staff Presentations
 - C. Public Comment
 - D. Close the Public Hearing on Adopting Recreational Facilities Policies and Fees and Rules and Regulations
 - E. Consideration of Resolution 2023-07; Adopting Recreational Facilities Policies and Fees Tab 01
 - F. Consideration of Resolution 2023-08; Adopting Recreational Rules and Regulations Tab 02
- 5. CLOSE PUBLIC HEARING AND RETURN TO REGULAR MEETING**
- 6. BUSINESS ITEMS**
 - A. General Matters of the District
- 7. STAFF REPORTS**
 - A. District Counsel
 - B. District Engineer
 - C. District Manager
- 8. BOARD OF SUPERVISORS REQUESTS AND COMMENTS**
- 9. AUDIENCE QUESTIONS, COMMENTS AND DISCUSSION FORUM**
- 10. ADJOURNMENT**

We look forward to speaking with you at the meeting. In the meantime, if you have any questions, please do not hesitate to call us at (813) 873-7300.

Sincerely,

Brian Lamb

District Manager

District Office

Inframark
2005 Pan Am Circle, Suite 300
Tampa, Florida 33607
(813) 873 – 7300

Meeting Location:

Parrish Plantation Model Home
12594 Oak Hill Way
Parrish, Florida 34219

RESOLUTION 2023-07

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE PARRISH PLANTATION COMMUNITY DEVELOPMENT DISTRICT ADOPTING RECREATIONAL FACILITIES POLICIES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Parrish Plantation Community Development District (the “**District**”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes;

WHEREAS, the District owns, maintains, and operates certain recreational facilities;

WHEREAS, the Board of Supervisors of the District (the “**Board**”) is authorized by Sections 190.011(15) and 190.035, Florida Statutes, to establish policies and adopt rate and fee schedules for its amenity facilities;

WHEREAS, the Board held a noticed public hearing on March 23, 2023 to receive public comment on the proposed Recreational Facilities Policies (the “**Recreational Facilities Policies**”), which include setting user fees and rates;

WHEREAS, the proposed policies, fees and rates are meant to provide for efficient and effective District operations, and ensuring the costs of administrating and distributing the access cards and permitting rentals and use of certain District amenity facilities are borne in a fair manner for all user types; and

WHEREAS, after hearing and considering public comment, the Board has determined that the proposed Recreational Facilities Policies should be adopted.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD:

1. **Adoption**. The Board hereby adopts the Recreational Facilities Policies, and specifically the policies and rate and fee schedules included therein, as finalized in the form attached hereto as **Exhibit A**.
2. **Conflicts**. All District resolutions or parts thereof or other adopted policies in actual conflict with this Resolution are, to the extent of such conflict, superseded and repealed.
3. **Severability**. If any section or part of a section of this Resolution is declared invalid or unconstitutional, the validity, force and effect of any other section or part of a section of this Resolution shall not thereby be affected or impaired unless it clearly appears that such other section or part of a section of this Resolution is wholly or necessarily dependent upon the section or part of a section so held to be invalid or unconstitutional.

4. **Effective Date.** This Resolution shall become effective upon adoption.

Passed and adopted on March 23, 2023.

Attest:

**Parrish Plantation
Community Development District**

Name: _____
Secretary/Assistant Secretary

Name _____
Chair/Vice Chair of the Board of Supervisors

Parrish Plantation Community Development District

Recreational Facilities Policies

Adopted March 23, 2023

Definitions

“Board” shall mean the District’s Board of Supervisors.

“District” shall mean the Parrish Plantation Community Development District.

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

“District’s website” – shall mean [<http://parrishplantationcdd.com>]

“Guest” shall mean any individual who is invited by a Patron and must be accompanied to use the Recreational Facilities by a Patron.

“Reciprocal Amenity Annual User Fee” shall mean the fee established by the Board for any person that wishes to become a Parrish Plantation Member. The amount of the user fee is set forth herein, and that amount is subject to change based on Board action at a noticed public hearing.

“Parrish Plantation Member” shall mean any individual not owning property in the District, but who owns property or is a tenant of a property located in the Parrish Plantation CDD and who has paid the Reciprocal Amenity Annual User Fee to the District for use of the Recreational Facilities.

“Non-Resident Annual User Fee” shall mean the fee established by the Board for any person that wishes to become a Non-Resident Member. The amount of the user fee is set forth herein, and that amount is subject to change based on Board action at a noticed public hearing.

“Non-Resident Member” shall mean any individual not owning property in the District who has paid the Non-Resident Annual User Fee to the District for use of the Recreational Facilities.

“Patron” shall mean Residents, Parrish Plantation Members, Non-Resident Members, and Tenants, including and members of the households of any of the foregoing.

“Recreational Facilities” shall mean the properties and areas owned by the District intended for recreational use, including but limited to, the dog park, pool, splash area, playground, community park, and adjacent parking lot together with their appurtenant facilities and areas.

“Renter” shall mean any person who rents certain portions or spaces of the Recreational Facilities for specified events pursuant to the approval of the District staff.

“Resident” shall mean any person, spouse or registered domestic partner of a person or family owning property within the District.

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

Enforcement of Policies

The Board, the District Manager shall have full authority to enforce these policies. However, the Chair or Vice-Chair of the Board and the District Manager shall have the authority to waive strict application of any of these policies when prudent, necessary, or in the best interest of the District and its Patrons and their Guests. Such a temporary waiver of any policy shall not constitute a continuous, ongoing waiver of said policy.

Use of Recreational Facilities at Your Own Risk

Patrons and their Guests are welcome to enjoy the Recreational Facilities at their own risk and pursuant to the District's rules and policies. The District does not provide on-site staff dedicated for the purpose of monitoring the use of the Recreational Facilities or safety of the Patrons, Renters, or their Guests. The District will not accept responsibility for any injuries from the use of the Recreational Facilities or damage or theft of personal property.

Persons interested in using the Recreational Facilities are encouraged to consult with a physician prior to commencing a physical fitness program.

Key Fobs

1. The District operates an access system for entry into certain Recreational Facilities equipped with access systems to ensure that only Patrons and their Guests enjoy such facilities.
2. The District does not issue free initial key fobs.
3. If the current Residents sell their property, then they may transfer their key fobs to the purchaser of their home. If no transfer is made, then the new owners may purchase a key fob from the District for a non-refundable fee of \$25.00 per key fob.
4. Tenants who have proof of a valid rental agreement will be issued key fobs after they pay the District a non-refundable fee of \$25.00 per key fob.
5. There is a \$25.00 non-refundable fee to replace a lost key fob or to purchase an additional key fob. No more than 4 key fobs (issued to those 16 years or older) may be held by any household at any time.
6. Under no circumstance should a Patron provide their key fobs to another person to allow them to utilize the Recreational Facilities. To obtain a key fob, proof of residence (Driver's License, State ID, warrantee deed, utility bill or a vehicle registration) is required.
7. Parrish Plantation Members will be able to use their key fobs for the Recreational Facilities equipped with access systems if they pay the Reciprocal Amenity Annual User Fee.
8. Pursuant to industry best management practices the District purges its key fob database system every 4 years and requires Patrons to contact the District Manager to re-activate their key fobs. The District will provide at least 2 months' notice prior to purging the database.

General Policies

1. The Board reserves the right to amend, modify, or delete, in part or in their entirety, these policies at a duly-noticed Board meeting and will notify the Patrons of any changes by posting such changes on the District's website. However, in order to change or modify rates or fees beyond any increases that may be specifically allowed for by the District's rules and regulations, the Board must hold a duly-noticed public hearing.
2. Each Patron household may bring no more than 5 persons as Guests to the Recreational Facilities at one time. This section does not apply to any Renters, if space has been rented then the number of Patron's attendees shall be limited applicable policies or by the capacity of such space.
3. All Patrons and their Guests shall abide by and comply with any and all federal, state and local laws and ordinances while present at or utilizing the Recreational Facilities and shall ensure that any minor for whom they are responsible also complies with the same.
4. All Patrons and their Guests using the Recreational Facilities are expected to conduct themselves in a responsible, courteous, respectful, and safe manner, in compliance with all District policies, and rules governing the Recreational Facilities. Violation of the District's Policies and/or misuse or destruction of Recreational Facilities equipment may result in the suspension or termination of privileges with respect to the offending Patron in accordance with the policies set forth herein.
5. Upon the District's insurance carrier's recommendation to ensure that the District mitigates children's exposure to injury, children under 16 years of age must be accompanied by a parent, guardian, or adult Patron, 18 years of age or older. This policy is meant to follow the sound public policy and determination of appropriate age for minors to assume responsibility for their actions in accordance with the State of Florida's requirements for obtaining a Florida's driver license.
6. Patrons, Renters, or their Guests shall not bring, serve, or consume alcoholic beverages at the Recreational Facilities without authorization by the Board.
7. The Recreational Facilities is available for use by Patrons and their Guests during normal operating hours to be established and posted by the District.
8. Patrons are responsible for any damage, contamination, pollution, or other such action they or their Guests cause to District property and will be responsible for the costs associated with repairing, treating, remediating, or fixing such District property.
9. Patrons are responsible for any and all actions taken by any of their Guests. Violation by a Guest of any of these policies as set forth by the District could result in loss of the privileges and/or membership of that Patron.
10. All Patrons and their Guests may be required to present a valid government issued identification card in order to gain access to the Recreational Facilities.
11. No Patron or Guest wearing a wet bathing suit may sit on the indoor cabana furniture.
12. Vehicles must be parked in designated areas. Vehicles must not be parked on grass lawns, in any way which blocks the normal flow of traffic or in any way that limits the ability of emergency

service workers to respond to situations. The District Manager reserves the right to waive this parking restriction in the event overflow parking is needed for a large event. Short term or emergency overnight parking of any kind in the parking lot will be only be allowed with permission and a parking pass from the District Manager.

13. Except for designated parking areas, off-road motorbikes/vehicles are prohibited on all property owned, maintained and operated by the District including, but not limited to, the Recreational Facilities.
14. Fireworks of any kind are not permitted anywhere at or in the Recreational Facilities or adjacent areas; however, notwithstanding this general prohibition, the Board may approve the use of fireworks over a body of water.
15. Only District contractors, vendors, or authorized personnel are allowed in the service areas of the Recreational Facilities.
16. Except for District contractors, vendors, or authorized personnel, no watercrafts of any kind are allowed in any District stormwater ponds.
17. No fishing or swimming is permitted in any District stormwater ponds.
18. Audio or Video playing devices must be kept at reasonable volumes.
19. No signage or advertisements shall be posted or circulated within the Recreational Facilities property or other District property.
20. The Recreational Facilities shall not be used for commercial purposes without written permission from the District Manager. The term “commercial purposes” shall mean those activities which involve, in any way, the provision of goods or services for compensation or advertising. Any use of the Recreational Facilities on a regular basis for commercial purposes must be presented to the Board and if approved an agreement will need to be signed and appropriate certificate of insurance may be required.
21. The District Manager has the right to authorize all programs and activities, including the number of participants, usage of supplies etc., at the Recreational Facilities, except with respect to user and rental fees that have been established by the Board. The District Manager also have the right to authorize management sponsored events and programs to better serve the Patrons, and to reserve any Recreational Facilities 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, cultural programs and social events. Should the District be entitled to any of these revenues based on its established rental or usage fees, the District Manager will coordinate the compensation from such programs or events to the District accordingly.
22. For any emergencies, please call 911. Afterwards please report all emergencies and injuries to the District Manager as well as the District Manager via the contact information on the District’s website.
23. All malfunctioning or broken equipment should immediately be reported to the District Manager via the contact information on the District’s website.

Designation of Tenant to Use Resident's Membership Privileges

1. Residents who rent or lease out their home shall have the right to designate the Tenant of their home as the beneficial users of the Resident's membership privileges for purposes of Recreational Facilities use.
2. A Tenant who is designated as the beneficial user of the Resident's membership shall be entitled to the same rights and privileges to use the Recreational Facilities as a Resident. If the Resident does not designate the Tenant as a beneficial user of the Resident's membership privileges, the Tenant will be required to pay the Non-Resident Annual User Fee to acquire a membership, unless that Tenant is a Guest.
3. During the period when a Tenant is designated as the beneficial user of the membership, the Resident shall not be entitled to use the Recreational Facilities with respect to that membership.

Pets and Service Animals Policies

Dogs or other pets (with the exception of Service Animals- defined below) are not permitted on or within the Recreational Facilities. A "**Service Animal**" includes dogs or other pets trained to do work or perform tasks for an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability. A Service Animal must be kept under the control of its handler by leash or harness, unless doing so interferes with the Service Animal's work or tasks or the individual's disability prevents doing so. The District may remove the Service Animal under the following conditions:

1. The Service Animal is out of control and its handler fails to take effective measures to control it
2. The Service Animal is not housebroken; or
3. The Service Animal's behavior poses a direct threat to the health and safety of others.

The District is prohibited from asking about the nature or extent of an individual's disability in order to determine whether an animal is a Service Animal or pet. However, the District may ask whether an animal is a Service Animal required because of a disability and what work or tasks the animal has been trained to perform. Where dogs or other pets are permitted on the grounds, they must be leashed. Owners of any pets are responsible for picking up after their pets as a courtesy to residents.

Pool and Splash Area Policies

1. There is no lifeguard on duty.
2. Swimming is permitted only during posted swimming hours.
3. Pool parties are not permitted.
4. The pool or splash area is not to be used during inclement weather (especially if lightning is present).
5. Proper swimwear is required. Loose clothing, especially with strings, is prohibited.
6. Children under 3 years of age and those who are not reliably toilet trained, must wear rubber lined swim diapers and a swimsuit over the swim diaper.
7. The changing of diapers or clothes should only be done in the restrooms.
8. No glass containers are permitted in the fenced pool or splash area.
9. No Food or Beverages are permitted in the pool, splash area, or on the wet deck.
10. Patrons and their Guests should shower before entering the pool or splash area.
11. The pool furniture may not be reserved and is on a first-come basis for usage.
12. Pool furniture must be kept ten feet from the pools edge at all times.
13. Pool Furniture should not be removed from the fenced pool or splash area.
14. No profanity, harassment, diving, running, rough housing, chicken fighting, or horseplay is permitted.
15. No skates, skateboards, scooters, or bicycles are permitted within the fenced pool or splash area.
16. No Balls, Frisbees, Squirt Guns, etc... allowed in the fenced pool or splash area. Toys that are allowed must be made with soft material.
17. Floation devices are allowed provided they are used in a normal and safe manner.
18. Swimming lanes must be kept open when in use by lap swimmers.

Playground and Dog Park Policies

1. Proper footwear and clothing are required. Loose clothing, especially with strings, is prohibited.
2. Mulch must not be picked up, thrown, or kicked for any reason.
3. No food, drinks, or gum are permitted at the playground.
4. No glass containers are permitted at the playground.
5. No jumping from the playground equipment.
6. Profanity, rough-housing, and disruptive behavior are prohibited.
7. You must pick up your animal's waste and throw in receptacles.
8. Keep gates closed at all times.

Reciprocal Amenity Annual User Fee

To promote the master planned community known as "Parrish Plantation" the District along with potential other Parrish Plantation Districts have agreed to permit residents to enjoy the use of many of the shared amenities and recreational features as detailed in their reciprocal joint use agreements and subject to the policies of each CDD.

Anyone who desires to become a Parrish Plantation Member will be required to pay a fair and reasonable Reciprocal Amenity Annual User Fee of \$75, payable in advance, for a membership for use of the Recreational Facilities on a year to year basis. The rate for an individual is the same as for a family. Upon purchase of the membership, the Parrish Plantation Member is entitled to 2 key fobs for a family unit. Membership becomes effective upon the date full payment of the Reciprocal Amenity Annual User Fee and the Parrish Plantation Member Application are received by the District. The Reciprocal Amenity Annual

User Fee rate is subject to change from year to year based upon the costs of operation of the Recreational Facilities.

These fees cover the cost of the key fobs and administrative costs associated with maintaining the access system. These fees are discounted from the Non-Resident Annual User Fee of the District because of the opportunities District residents have to enjoy the shared recreational features of future Parrish Plantation Districts. The Board may elect to cap the number of Parrish Plantation Members to account for size and capacity limitations of the Recreational Facilities.

Non-Resident Annual User Fee

The residents of the District pay both debt assessments and annual operation and maintenance assessments in exchange for the benefits provided by the District's infrastructure and services, including but not limited to the Recreational Facilities. To be fair and equitable to the residents of the District, any person who wish to enjoy the Recreational Facilities will be required to pay a fair and reasonable user fee that covers a proportional share of the District's infrastructure expenses and operation and maintenance expenses of the Recreational Facilities and the requisite supporting infrastructure. The Board may elect to cap the number of Non-Resident Members to account for size and capacity limitations of the Recreational Facilities.

Anyone who desires to become a Non-Resident Member may purchase an annual membership for use of the Recreational Facilities on a year to year basis. The Non-Resident Annual User Fee is \$1,000 per household, payable in advance. The rate for an individual is the same as for a family. Upon purchase of the membership, the Non-Resident Member is entitled to 2 key fobs for a family unit. Membership becomes effective upon the date full payment of the Non-Resident Annual User Fee and the Non-Resident Member Application are received by the District. The Non-Resident Annual User Fee rate is subject to change from year to year based upon the costs of operation of the Recreational Facilities.

Rental Policies

The cabana may be rented for private events. The cabana may be rented during non-regular hours. Rentals may be made by both Patrons and non-Patrons subject to the rates table below. Rentals may not be made by Patrons more than 4 months prior to the event. Rentals made by non-Patrons may be made no more than 3 months in advance of the event. Rentals must be done via email (<http://parrishplantationcdd.com>) with the District Manager and are processed on a first come first serve basis. Renters interested in doing so should contact the District Manager regarding the anticipated date and time of the event to determine availability. Please note that the meeting rooms may be unavailable for private events on the following holidays and on surrounding dates:

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

The District retains the right to reserve the Facility for District use at any time. Since the revocation of access privileges impacts Patrons more than non-Patrons and since the District may have alternatives to enforce violations of the District’s rules and policies against Patrons, the fees associated with renting the space are higher for non-Patrons. These fees are solely intended to ensure that the District is reasonably compensated for renting the space and also are in place to ensure the District can recoup some costs in the event there is damage to the space.

1. **Maximum Rental Duration.** Rentals may be made for up to 5 total hours (including set-up and post-event cleanup)
2. **Rental Fees:** A non-refundable room rental fee will be charged according to the schedule below:

Patron Rates	\$25
non-Patron Rates	\$100 for up to 20 attendees \$250.00 for 21 attendees or more, up to the maximum designated occupancy

3. **Deposit:** A refundable deposit of \$100.00 is required for any rental.
4. **Rental Process:** Renters interested in renting the Cabana must submit to the District Manager, no later than 14 days prior to the event, a completed Cabana Rental Application indicating the date of the event, the hours when the event will be held, a description of the event, the number of attendees that will be attending, and whether food or drinks (no alcohol is permitted) will be served. The District Manager will determine if a Special Event Agreement (including evaluating if security services are needed to ensure public safety and any applicable costs will be the responsibility of the Renter along with naming the District as an additional insured) will need to be executed prior to use of the meeting rooms. Where determined by the District Manager to be required, a properly executed Special Event Agreement, along with all documentation required therein, must be received by the District Manager no less than 10 days prior to the date of the event. The District Manager will review the Cabana 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 Board for consideration.
5. **Payment to the District upon Approval.** Upon approval and no later than 10 days from the rental date Renters should submit a check or money order (no cash) to the District Manager made payable

to the Parrish Plantation Community Development District for the rental fee (if applicable) and for the deposit (should be separate checks or money orders). Failure to submit the applicable payments in time may result in the room not being reserved. Checks will be cashed by the District prior to the event.

6. **Cancellations:** The Renter must provide written notice of cancellation to the District Manager at least 10 days prior to the event. If the rental is cancelled less than 10 days prior to the event, 50% of the deposit will be retained as a cancellation fee and the remainder deposit will be returned to the Renter. Rental Fees are not subject to a refund.
7. **Refund of Deposit.** The District will issue a refund for the amount of the deposit following the event provided the District Manager determines that there has been no damage to the Recreational Facilities and the premises has been properly cleaned after use. If the premises are not properly cleaned, the deposit will be kept for this purpose. To receive a full refund of the deposit, the following must be completed:
 - a. Ensure that all garbage is removed and placed in the outside receptacles.
 - b. Remove all displays, favors or remnants of the event.
 - c. Restore the furniture and other items to their original position.
 - d. Wipe off table tops and bathroom area.
 - e. Replace garbage liner.
 - f. Floor should be swept clean.
 - g. Ensure that no damage has occurred to the Cabana and its property.

If additional cleaning is required, the Renter will be liable for any expenses incurred by the District to hire an outside cleaning contractor. Additional cleaning costs shall first be subtracted from the amount of deposit. If the deposit is insufficient to cover all such cleaning costs, the District Manager shall bill the Renter for the remaining balance. The District Manager shall determine the amount of deposit to return, if any.

8. **Additional Policies:**
 - a. Renters renting the facilities are responsible for ensuring that their attendees adhere to the policies set forth herein.
 - b. Please note all policies remain in force for these special circumstances and the District has final say in these matters.
 - c. The volume of live or recorded music must not violate applicable Manatee County noise ordinances.
 - d. Additional liability insurance coverage will be required for certain events the District feels should require additional liability coverage on a case by case basis to be reviewed by the District Manager or Board. The District is to be named on these policies as an additional insured party.
 - e. Unless the Renter renting the facilities is a Patron, they shall not use any other portion of the Recreational Facilities.

Suspension and Termination of Privileges

1. **Violations.** The privileges of a Patron to use the Recreational Facilities may be suspended or terminated if the Patron engages in any of the following behavior:
 - a. Submits false information on any application for use of the Recreational Facilities.
 - b. Permits the unauthorized use of a key fob.
 - c. Exhibits unsatisfactory behavior or appearance.
 - d. Fails to pay fees or assessments owed to the District in a proper and timely manner.
 - e. Fails to abide by any policies or rules established for the use of the Recreational Facilities.
 - f. Treats the District's supervisors, contractors, or other representatives, or other Patrons, in an unreasonable or abusive manner.
 - g. Damages or destroys District property.
 - h. Engages in conduct that is improper or likely to endanger the welfare, safety, harmony or reputation of the District, or its supervisors, staff, facility management, contractors, or other representatives, or other Patrons.

2. **Documentation of Violations.** The District Manager shall record all violations, including repeat violations, on written incident reports and shall include the date, time, name of the parties involved, and nature of the violation. The District Manager shall file a report within 24 hours of the incident. The District Manager shall maintain all records in accordance with public record laws.

3. **Suspension by the District Manager**
 - a. The District Manager may at any time suspend a Patron's privileges to use the Recreational Facilities for committing any of the violations outlined above.
 - b. The District Manager shall ask the Patron to leave the Recreational Facilities immediately and shall call local law enforcement for assistance if the Patron fails to comply with the request.
 - c. Such suspension shall be for a maximum period of 30 consecutive days.
 - d. In determining the length of any suspension, the District Manager, shall take into account the nature of the conduct and any prior violations.

4. **Appeal of Suspension**
 - a. A Patron subject to a suspension may appeal the suspension to the District's Board by filing a written request for an appeal, which written request shall be immediately sent to the District's Chairperson with a copy to the District Manager.
 - b. The filing of a request for an appeal shall not result in the stay of the suspension.
 - c. The District shall consider the appeal at its next Board meeting and shall provide reasonable notice to the Patron of the Board meeting where the appeal will be considered.
 - d. At that meeting, the Board shall allow the Patron to appear and present statements and/or evidence on the Patron's behalf, subject to any reasonable restrictions that the Board may impose.
 - e. The Board may take any action deemed by it in its sole discretion to be appropriate under the circumstances, including affirming, overturning or otherwise modifying the suspension, to address the appeal and any violations.
 - f. In determining the appropriate action to be taken, the Board shall take into account the nature of the violation and any prior violations.

5. Longer Suspension or Termination of Privileges by the Board.

- a. The District Manager may recommend to the Board, or the Board on its own initiative may elect to consider, a longer suspension or termination of a Patron's privileges for committing any of the violations.
 - b. At least 15 days prior to any Board meeting where a longer suspension or termination is to be considered, the District shall send written notice of the meeting by United States mail to the Patron's last known address.
 - c. Upon prior written request submitted by the Patron to the District at least 5 days prior to the meeting, the Board shall allow the Patron to appear at the meeting and present statements and/or evidence on the Patron's behalf, subject to any reasonable restrictions that the Board may impose.
 - d. The Board may take any action deemed by it in its sole discretion to be appropriate under the circumstances to address the violations, including imposing a longer suspension or permanent termination of a Patron's privileges to use the Recreation Facilities.
 - e. In determining the appropriate action to be taken, the Board shall take into account the nature of the violation and any prior violations.
6. **Trespass.** If a Patron subject to a suspension or termination is found on the premises, such Patron may be subject to arrest for trespassing.

RESOLUTION 2023-08

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE PARRISH PLANTATION COMMUNITY DEVELOPMENT DISTRICT ADOPTING RECREATIONAL FACILITIES RULES AND REGULATIONS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Parrish Plantation Community Development District (the “**District**”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes;

WHEREAS, the District owns, maintains, and operates certain recreational facilities;

WHEREAS, the Board of Supervisors of the District (the “**Board**”) is authorized by Sections 190.011(15) and 190.035, Florida Statutes, to establish rules and regulations for its amenity facilities;

WHEREAS, the Board held a noticed public hearing on March 23, 2023 to receive public comment on the proposed Rules and Regulations (the “**Recreational Rules Policies**”);

WHEREAS, the proposed rules and regulations are meant to provide for efficient and effective District operations, and for the safety and security of the District and its members; and

WHEREAS, after hearing and considering public comment, the Board has determined that the proposed Recreational Rules Policies should be adopted.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD:

1. **Adoption**. The Board hereby adopts the Rules and Regulations for the Recreational Facilities and specifically the rules, regulations, code of conduct and other rules included therein, as finalized in the form attached hereto as **Exhibit A**.
2. **Conflicts**. All District resolutions or parts thereof or other adopted policies in actual conflict with this Resolution are, to the extent of such conflict, superseded and repealed.
3. **Severability**. If any section or part of a section of this Resolution is declared invalid or unconstitutional, the validity, force and effect of any other section or part of a section of this Resolution shall not thereby be affected or impaired unless it clearly appears that such other section or part of a section of this Resolution is wholly or necessarily dependent upon the section or part of a section so held to be invalid or unconstitutional.

4. **Effective Date.** This Resolution shall become effective upon adoption.

Passed and adopted on March 23, 2023.

Attest:

**Parrish Plantation
Community Development District**

Name: _____
Secretary/Assistant Secretary

Name _____
Chair/Vice Chair of the Board of Supervisors

PARRISH PLANTATION

Community Development District

Recreational Facilities Rules & Regulations

Proposed February 8th, 2023

Recreational Facilities Rules & Regulations

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Recreational Facilities Rules & Regulations

General

The Parrish Plantation Community Development District (the “District”) has adopted these Rules and Regulations for the safety and security of the District and its Members (as defined herein). The Board of Supervisors may modify these Rules and Regulations from time to time as needed.

Violations of the Rules and Regulations are subject to verbal warnings, written warnings, suspension and further actions taken as outlined in the Rules and Regulations and deemed appropriate by the Board of Supervisors and its duly authorized representatives.

Definitions

All capitalized terms shall have the meanings as defined herein.

1. Adult – An individual eighteen (18) years of age, or older.
2. Amenity Access Cards (also referred to as “Fobs”) – Amenity Access Cards or Fobs are issued to eligible Members who meet the requirements contained in these Rules and Regulations strictly for the use of the Member to access the Recreational Facilities in accordance with these Rules and Regulations. The Amenity Access Cards or Fobs will be issued during closing by a representative from Homes by WestBay.
3. Annual Pass; Annual Passholders – An Annual Pass may be purchased by a non-resident of the District at a cost of \$950.00 each per household. Annual Passholders have the right to use the Community Facilities and will be subject to the same Rules and Regulations and Penalties as Residents within the District.
4. Board of Supervisors – The Board of Supervisors of the Parrish Plantation Community Development District.
5. Common Areas – All real property (including the improvements thereto) now or hereafter owned by the District for the common use.
6. Community Facilities – All areas included in the Recreational Facilities and Common Areas.
7. District Management; District Manager – Those agents and representatives of the management firm hired by the District.

8. Guest(s) – Any person who is accompanying a Member to the Community Facilities. A Member shall be responsible for all Guests within the Community Facilities. All Members shall remain with their Guests at all times. The District Manager may make accommodations as necessary for unaccompanied Guests. Approvals for unaccompanied Guests must be received in advance and are at the discretion of the District Manager.
9. Member – A Resident, Annual Passholder or Tenant.
10. Pool Cabana – Covered area near the pool.
11. Properties – Shall mean and refer to that certain real property located within the District boundaries, and such additions thereto as may hereafter be brought within the boundaries of the District.
12. Recreational Facilities – Includes the swimming pool facilities, picnic areas, playground, restrooms, and dog park.
13. Staff – Those individuals employed by the District such as the field services manager and maintenance personnel.
14. Resident – A homeowner living within the District’s boundaries.
15. Rules and Regulations – Any written rules or regulations adopted, implemented or published by the District or its Board of Supervisors, at any time and from time to time amended, with respect to the conduct and security of the Members and their Guests, invitees, agents and contractors within the Properties.
16. Tenant – A lessee of a dwelling within the District who has had privileges for use transferred pursuant to these Rules and Regulations.

Conduct Code

Improper conduct, obscenities, verbal or physical threats by Members and/or Guests will not be tolerated anywhere in the Community Facilities. Actions by any person of any nature, which may be dangerous, create a health or safety problem, create a hostile environment, or disturb others, are not permitted. This includes noise, intoxication, quarreling, threatening, fighting, offensive or abusive language or behavior. Members are responsible for their family, Guests and invitees.

All Members are expected to conduct themselves properly with due consideration for each other and for fellow Members, Guests and Staff. The District Manager has the authority to discipline within the Rules and Regulations any person for conduct which, in their opinion, tends to endanger the welfare, interest or character of the District, as well as for violations of the specific Rules and Regulations of the District.

As stated in the Rules and Regulations, the District and/or Staff have the right to ask any person(s) to cease their conduct and/or leave the premises as a result of conduct that serves to harass or annoy other persons using or working in the Community Facilities.

At the discretion of the Staff and District Management dealing with the situation, the assistance of the local law enforcement agency may be sought to maintain order. A copy of the official law enforcement report of the incident shall be obtained and delivered to District Management within five (5) business days.

Any person who verbally threatens the physical well-being of another person or who engages in behavior that may be dangerous, create a health or safety problem, create a hostile environment, or otherwise disturb others and cause them to fear for their physical well-being may be reported to the local law enforcement agency.

Anyone who observes a violation of these Rules and Regulations shall bring the matter to the attention of any Staff member on duty or to District Management. Members are discouraged from trying to enforce the Rules and Regulations on their own.

Staff and fellow Members and Guests are to be treated in a courteous and considerate manner. No member of the Staff shall be reprimanded or harassed in any way by a Member. All complaints regarding services rendered by any Staff member must be made to the Recreation Manager or District Management.

Members shall not engage or direct Staff on any private business, nor shall any Staff member be used for the individual benefit of the Member, nor shall any Member direct, supervise, or in any manner attempt to assert control over any such Staff members.

Lease Procedures and Transfer of Privileges

Any homeowner permitting a Tenant to occupy his/her dwelling must notify the District Manager. All Tenants living within the District's boundaries must be listed on the Lease Agreement. Leases must contain a clause indicating that the Tenant has received a copy of all District Rules and Regulations and agrees to be bound by them. Homeowners may transfer their privileges for use of the Community Facilities to their Tenants by completing the Assignment of Use Form. A Tenant may not transfer privileges to another person. Upon transferring his or her privileges to a Tenant, the homeowner no longer has any privileges to use the Community Facilities until such time that the District Manager is notified of termination of transfer and the Amenity Access Cards or Fobs for the Tenant are returned. In the event a home is sold, the homeowner's Amenity Access Card or Fob is to be turned in to the District Manager. The card will be deactivated and reissued to the new home owner.

Use of Community Facilities

1. Community Facilities are for the use of Members and Guests. Staff may ask to inspect proper identification and those persons not showing it may be required to leave. **All Community Facilities are used at the risk and responsibility of the user and the user shall hold the District harmless from damage or claims by virtue of such use.**
2. Each household or Annual Passholder is allowed up to five (5) Guests at one time unless prior approval for additional Guests is given by District Management. Guests must be accompanied by a member of the household who is 18 years old or older. Members 12-14 years of age may not have Guests unless they are accompanied by an Adult. Members 15-17 years of age may have one Guest.
8. Members and Guests may use the Recreational Facilities as follows:
 - a. Each household/Annual Passholder will be issued one (1) Amenity Access Card or Fob. This card is for use by the cardholder only.
 - b. The Amenity Access Card or Fob is used to access the swimming pool facility, dog park, and playground. Age restrictions apply.
 - c. When you use the Amenity Access Card or Fob, your name and time of entry are registered.
 - d. Your Amenity Access Card or Fob is your responsibility. If you misplace your Amenity Access Card or Fob, please contact the District Manager immediately so that it can be deactivated.
 - e. Replacement Amenity Access Cards or Fobs will be issued at a charge of \$25 per Amenity Access Card or Fob.
 - f. Hours for the Community Facilities are from dawn to dusk. Manatee County curfew laws supersede this policy and applicable individuals must adhere to these laws first and foremost.
 - g. When applying for a replacement Amenity Access Card or Fob, State issued identification must be presented (i.e. a driver's license, birth certificate, or passport), along with a copy of a utility statement and or a vehicle registration showing the individual's address of residence. Each cardholder is required to sign an Amenity Access Card Agreement. Tenants must also provide a copy of their lease.
 - h. Skateboarding or use of similar equipment will not be permitted anywhere on the Community Facilities.
 - i. Shirts and shoes are to be worn in the Recreational Facilities, except for the swimming pool area.

- j. Proper disposal of personal trash is required.
 - k. Profanity and bullying will not be tolerated.
 - l. No vandalizing of Community Facilities.
 - m. Anyone under the age of sixteen (16) must be accompanied by an Adult while at the swimming pool facilities. Anyone under the age of twelve (12) must be accompanied by an Adult while at all other Recreational Facilities.
 - n. Diving or flips from the deck into the swimming pool will not be allowed.
 - o. No fighting.
 - p. Except as permitted under Florida law, no firearms or weapons (as defined in Chapter 790, Florida Statutes) are permitted on the Properties.
 - q. Members or Guests may not bring or consume alcoholic beverages within the Community Facilities. No one under the age of twenty-one (21) is allowed to bring or consume alcoholic beverages within the Community Facilities.
 - r. Illegal drugs and paraphernalia are prohibited.
 - s. Pets (except for service animals as defined by Florida Law) are prohibited within the swimming pool area, and playground. With the exception of the Dog Park, all pets must be on a leash when on any Community Areas.
 - t. Community Facilities shall be used only for the purpose for which they are designed.
 - u. Climbing gates, fences, or gaining access to the Community Facilities through non-traditional or unorthodox means is not allowed.
4. Community property may not be altered or removed from any Community Facility without written consent from the Board of Supervisors or District Manager.
 5. Nothing is to be stored or accumulated on Common Areas. No accumulation of rubbish, debris or unsightly materials will be permitted on Common Areas.
 6. No person shall commit any nuisance, vandalism, boisterous or improper behavior on or within the Community Facilities that interferes with or limits the enjoyment of the Community Facilities by Members. Anyone damaging community property or Community Facilities must reimburse the District for all costs associated with its repair or replacement. Members are responsible for damages caused by their family, Guests and invitees.

7. In accordance with the Florida Clean Air Act, smoking is prohibited within the Community Facilities, unless it is within the designated areas established for smoking.
8. The District has the right to close any Community Facility. Any Community Facility closed by the District shall not be used in any manner until it is reopened.
9. All instructors are independent contractors that must be approved, certified and insured and must have a contractual agreement with the District.
10. Except at community-sponsored events as approved by the District Management, bounce houses, waterslides and other similar temporary play structures/equipment are strictly prohibited.

Community Facility Reservation Policies

Private reservations of recreational facilities are prohibited, except as provided in the attached Pool Cabana Usage Agreement (Exhibit "A").

Community Ponds

1. Swimming is not permitted in any of the stormwater ponds within the District.
2. The operation of motorized watercraft upon the stormwater ponds within the District is prohibited. This shall not apply to operation of motorized watercraft by an agent of the District while acting within the scope of his/her duties.
3. Fishing in stormwater ponds is prohibited.

Dog Park Rules (the "Dog Park")

1. Dogs must be on leashes at all times, except within the Dog Park area.
2. Dogs inside the Dog Park must be under voice control by their handler at all times. If voice control is not possible, do not enter the Dog Park.
3. Dog handler must have the leash with them at all times.
4. Dogs may not be left unattended and must be within unobstructed sight of the dog handler.
5. Dogs must be vaccinated and wear a visible rabies and license tag at all times.
6. Limit three dogs per adult dog handler.

7. Puppies under four months of age should not enter the Dog Park.
8. Children under the age of twelve (12) are not permitted within the Dog Park area.
9. Dog handlers are responsible for the behavior of their animals.
10. Aggressive dogs are not allowed in the Dog Park. Any dog showing signs of aggression should be removed from the Dog Park immediately.
11. Female dogs in heat are not permitted in the Dog Park.
12. Human or dog food inside the Dog Park is prohibited.
13. Dog handlers must clean up any dog droppings made by their pets.
15. Dog handlers must fill in any holes made by their pets.
16. Please do not brush or groom pets inside the Dog Park. The Dog Park is for play time.
17. The Dog Park is designated a “No Smoking” area.

Playground Rules (the “Park”)

1. Park hours are from dawn to dusk.
2. The play structures are designed for children under the age of twelve (12).
3. Children under the age of twelve (12) must be supervised by an Adult at all times.
4. No glass containers are allowed in area.
5. Alcoholic beverages are not allowed in the Park.
6. Use of profanity and/or disruptive behavior will not be tolerated.
7. Report violators, damaged equipment and unsafe conditions to the District Manager.
8. Call 911 in the event of an emergency and inform the District Manager.

Swimming Pool Facility (the “Pool Facilities”)

1. The Pool Facilities are open from dawn until dusk.
2. CDD Assumes no liability for injuries, damage or loss.
3. Lifeguards will not be present at the Pool Facilities. All persons using the Pool Facilities do so at their own risk.
4. Children under the age of sixteen (16) must be accompanied by an Adult at all times while using the Pool Facilities.
5. All persons using the Pool Facilities shall obey the capacity requirements posted, which are defined by Manatee County and the State of Florida.
6. Proper swimming attire (bathing suits only) must be worn while using the Pool Facilities.
7. No smoking is allowed in the Pool Facilities.
8. No diving is allowed.
9. Incontinent persons, including children who are not toilet-trained, must wear swim diapers or other protective pants designed for use in a swimming environment when using the pool.
10. No floatation devices are permitted in the pool, except for swim aids and water aerobic equipment.
11. No running or rough housing is allowed in the Pool Facilities. No bikes, roller skates/blades or scooters in pool area.
12. No animals with the exception of qualified service animals are allowed within the Pool Facilities.
13. Alcohol is prohibited at the Pool Facilities.
14. No glass containers of any kind are allowed in the Pool Facilities.
15. Radios and/or “boom boxes” may not be played at the pool. All portable electronic devices are allowed if headphones are used.
16. Food and beverages are prohibited in the pool and on the pool wet deck area per the Florida Statutes.
17. No profanity and/or disruptive behavior, loud noise, running, jumping, diving, flips or boisterous activity is permitted in the Pool Facilities.

18. Pool furniture shall not be removed from the pool deck area or placed into the swimming pool.
19. Call 911 in the event of an emergency.
20. The Pool Facilities will be closed during electrical storms or when rain makes it difficult to see any part of the pool or pool bottom clearly. The pool will be closed at the first sound of thunder or sighting of lightning and will remain closed for thirty (30) minutes after the last sighting. Everyone must leave the pool deck immediately upon hearing thunder or sighting lightning, or when instructed to do so by Staff.

Violation of Rules and Regulations

All persons using or entering the Community Facilities are responsible for compliance with, and shall comply with, the Rules and Regulations established for the safe operations of the Community Facilities.

1. *Suspension of Rights.* The District, through its Board of Supervisors and District Manager, shall have the right to restrict, suspend, or terminate the privileges of any person to use the Community Facilities for any of the following behaviors:
 - a. Submitting false information on any application for use of the Community Facilities;
 - b. Permitting the unauthorized use of an Amenity Access Card;
 - c. Exhibiting unsatisfactory behavior or appearance;
 - d. Failing to pay amounts owed to the District in a proper and timely manner;
 - e. Failing to abide by any District Rule or Regulation contained herein;
 - f. Treating the District's supervisors, Staff, contractors, or other representatives, or other Member or Guests, in an unreasonable or abusive manner;

- g. Damaging or destroying District property; or
 - h. Engaging in conduct that is improper or likely to endanger the health, safety, or welfare of the District, or its supervisors, Staff, contractors, or other representatives, or other Members or Guests.
2. *Authority of Staff.* Staff has the ability to remove any person from one or all Community Facilities if any of the above-referenced behaviors are exhibited or actions committed. Staff may at any time restrict or suspend for cause or causes, including but not limited to those described above, any person's privileges to use any or all of the Community Facilities for a period not to exceed seven days.
 3. *Authority of District Manager.* The District Manager may at any time restrict, suspend or terminate for cause or causes, including but not limited to those described above, any person's privileges to use any or all of the Community Facilities for a period greater than seven days. Any such person will have the right to appeal the imposition of the restriction, suspension or termination before the Board of Supervisors. For consideration, all written appeals should be delivered to the District Manager.
 4. *Legal Action; Criminal Prosecution.* If any person is found to have committed any of the infractions noted in Section 1 above, such person may additionally be subject to arrest for trespassing or other applicable legal action, civil or criminal in nature.

PARRISH PLANTATION COMMUNITY DEVELOPMENT DISTRICT

**POOL CABANA USAGE AGREEMENT
RELEASE OF LIABILITY AND INDEMNIFICATION**

- 1. PARRISH PLANTATION COMMUNITY DEVELOPMENT DISTRICT** (hereinafter, the “District”) is the owner of the cabana area and related facilities (hereinafter, the “Facilities”), located within the Parrish Plantation community in Manatee County, Florida.
- The District, by its execution of this Agreement, has approved the use of the Pool Cabana as described herein, subject to all applicable laws, rules and regulations, and subject to the District’s receipt of a rental fee of \$25.00 for rentals up to six (6) hours or \$50.00 for rentals over six (6) hours) plus a refundable security deposit in the amount of \$100.00 for the Applicant. All monies must be in the form of U.S. Bank Check. Please make two separate checks (one each for the rental fee and security deposit) payable to:

PARRISH PLANTATION CDD

- The undersigned, _____, (the Applicant), has applied to the District to use the Pool Cabana as follows:

Applicant Address: _____

Purpose: _____

Date of Event: _____ Phone: _____

Time of Event (ALL Events shall end by Dusk): _____

Maximum Number of Attendees (NOT TO EXCEED 25): _____

- The District has consented to the above use by the Applicant, its agents, employees and invitees.
- In Consideration of the District’s permission to the Applicant, its agents, employees and invitees to use the Facilities, the Applicant, for itself, its agents, employees and invitees, and any person or entity claiming by or through them, releases, discharges and acquits the District, its agents or employees, for any and all claims for loss, damage or injury of any nature whatsoever to persons or property, including but not limited to personal injury or death, resulting in any way from, or in any fashion arising from, or connected with, the use of the Facilities. In whatever manner the loss, damage or injury may be caused and whether or not the loss, damage, injury or death may be caused, occasioned or contributed to by the negligence, sole or concurrent, of the District, its agents or employees; it being specifically understood and agreed that this release of liability applies to any and all claims for loss, injury, damage or death caused solely or partially by the negligence of the District, its agents or employees.

6. As further consideration for the District's permission to the Applicant, its agents, employees and invitees to use the Facilities, the Applicant, for itself, its representatives and assigns, agrees to indemnify, defend and hold harmless the District, its agents and employees, from any and all claims for loss, damage, injury or death of any nature whatsoever to persons or property, including, but not limited to personal injury or death, resulting in any way from or in any fashion arising from or connected with the use of the Facilities, in whatever manner the loss, damage, injury or death may be caused, occasioned or contributed to by the negligence, sole or concurrent, of the District, its agents or employees.

7. Should any provision of this Agreement be declared or be determined by any court of jurisdiction to be illegal or invalid, the validity of the remaining parts, term or provision shall not be affected thereby and said illegal part, term or provision shall be deemed not part of this Agreement.

8. The security deposit, less the cost of repair of any damage or costs to clean up any mess or litter left following the Event, shall be returned to the Applicant within one (1) week of the Event.

APPLICANT

Signature

Print Name

Date

**PARRISH PLANTATION COMMUNITY
DEVELOPMENT DISTRICT**

Signature

Print Name & Title

Date

*** Non-Sufficient Funds (NSF) Policy:**

In the event that a check is sent back to the Parrish Plantation Community Development District (the "District") for non-sufficient funds, the check writer must make payment within 30 days of receipt of a demand letter. Payment may be made by cashier's check, money order or cash at a cost of \$25.00 in addition to the original check amount.

PARRISH PLANTATION COMMUNITY DEVELOPMENT DISTRICT

CHECK PAYMENT FORM

*This form must be completed by **each person** issuing a check to the Parrish Plantation Community Development District as payment for pool cabana rentals, keys or any other products/services. A copy of the check issuer's driver's license or valid ID must be obtained **for each occurrence.***

DATE: ____ / ____ / ____

NAME OF ISSUER: _____

DOB: _____

ADDRESS: _____

HOME PHONE: (_____) - _____

CELL PHONE: (_____) - _____

DRIVER LICENSE NUMBER: _____ (Please attach a copy of Driver's license.)

PLACE OF EMPLOYMENT: _____

WORK PHONE: (_____) _____ - _____

AMOUNT OF CHECK: \$

REASON FOR CHECK: _____

Non-Sufficient Funds (NSF) Policy:

In the event that a check is sent back to the Parrish Plantation Community Development District (the "District") for non-sufficient funds, the check writer must make payment within 30 days of receipt of a demand letter. Payment may be made by cashier's check, money order or cash at a cost of \$25.00 in addition to the original check amount.