



**SOUTH VILLAGE
COMMUNITY DEVELOPMENT DISTRICT
AMENITY FACILITY POLICY**

Effective: October 1, 2024

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PURPOSE AND INTRODUCTION

This document outlines uniform policies for use of facilities located on the property owned by the South Village Community Development District (“District”) including the Residents’ Club, Aquatics Facility, Kids’ Club, Lake House, Athletic Center, Amphitheatre, Golf Garden, Village Green, Eagle Landing Golf Club, and encompassing Parks within the Eagle Landing community.

DEFINITIONS

The following definitions shall apply to these policies in their entirety:

Amenity Facility consists of the Resident’s Club, Aquatics Facility, Kid’s Club, Lake House, Athletic Center, Amphitheatre, Golf Garden, Village Green, Eagle Landing Golf Club, and encompassing Parks within the Eagle Landing Community.

Adult Caregiver is a designated caregiver that assists a Resident or Annual Pass Holder with disabilities or chronic conditions in the tasks of daily life.

Amenity Access is maintained via our Digital Membership Database. Resident families will be entered into the database during initial registration.

Annual Pass Holder is a nonresident of the District who pays an annual fee to obtain user privileges of the Facilities and Amenities for himself and members of his household, except in cases that mandate a rental fee as specified in these policies and special events in which an Annual Pass Holder can participate on a space available basis. An Annual Pass Holder is not entitled to a Golf Club membership without separate payment.

Athletic Center consists of the Fitness Center, Gymnasium, and the Tennis and Pickleball Courts.

Attendees are Residents, Annual Pass Holders, Guests, Spectators, and Staff present at a facility, recreation area, or function on the District’s property.

Board shall be defined as the District Board of Supervisors.

District Property shall mean all property owned by the District including, but not limited to, the Amenity Facilities, common areas, parking lots and ponds.

Golf Cart Decal is a sticker or other indicator placed on a golf cart that signifies that the golf cart has been registered with Management. Golf carts must be properly registered and must display Golf Cart Decals to be operated on Facilities and Amenities property, with the exception of the Golf Club which requires additional registration.

Golf Club is the 18-hole Eagle Landing Golf Course and the related practice facilities. The District shall adopt rules establishing the rates, fees, and charges pertaining to use of the Golf Club.

Guest is someone who is not a Resident or Annual Pass Holder who is accompanied by a Resident or Annual Pass Holder in order to use the Facilities and Amenities. Annual Pass Holders or Residents must always accompany Guests.

Houseguest is a category of a guest who resides outside the 40-mile radius surrounding the District and is a short-term overnight visitor of a Resident or Annual Pass Holder.

Houseguest Pass is a weekly admission pass that may be purchased for a Houseguest to gain user privileges to the Facilities and Amenities, excluding the Golf Club.

Management is the designated management staff of the current management company(ies) operating the Facilities and Amenities on behalf of the District.

Nanny is a caregiver designated by a Resident or Annual Pass Holder to accompany a Resident or Annual Pass Holder's children under the age of 13 in use of the Facilities and Amenities. A Nanny must be at least 14 years of age.

Operating Hours are designated in this document at each facility, but may change according to need, season or usage.

Participant is a Non-Resident/Pass holder entering the Aquatics Facility, Tennis Center, or Golf Club to participate in an activity or event such as league or clinic. Use of the District facility is restricted to the duration of the activity only. Participants must leave the facility at the conclusion of the activity unless otherwise registered as a guest.

Patron shall be defined as persons or entities who own real property within the District, persons or entities who do not own land within the District who have paid the annual user fee, and tenants residing in a home located within the District pursuant to a valid rental or lease agreement that have been exclusively assigned the beneficial use of the amenity access privileges of the owner of the property at which they reside, as well as the members of their respective Family.

Pool consists of all swimming pools and the waterslide.

Pool Area shall collectively mean the Pool as well as any gazebos, adjacent pool decks, shade structures and other property or improvements within the fenced area surrounding the Pool.

Renter shall mean any tenant residing in a home located within the District pursuant to a valid rental or lease agreement.

Resident is an individual who maintains his or her residence in a home within the District as a property owner, renter, or a member of a property owner's or a renter's immediate household. Residents have rights to user privileges of the Facilities and Amenities except in cases that mandate a rental fee as specified in these policies. Proof of Residency is required, by driver's license or signed affidavit.

Service Animals shall mean 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 disabilities.

Spectator is a person entering a District Aquatics Facility, Tennis Center, or Golf Club to observe an activity or event such as a swim meet, tennis match, golf tournament, or practice.

Staff is an employee of the current management company(ies) operating the Facilities and Amenities on behalf of the District.

GENERAL PROVISIONS

(1) Access Privileges. A Patron who is attempting to sell its property may temporarily assign its Patron status to prospective purchasers thereof after Patron enters into an Agreement Regarding Assignment of Patron Status with the District, in a form prescribed by the District. Each Attendee must check-in prior to entering the Facilities. At the time of check-in, each person shall identify themselves for the staff to record the visit into the database.

a. All Patrons, Patron Family members, and their Guests using the Amenity Facilities are expected to conduct themselves in a reasonable, responsible, courteous and safe manner in compliance with all policies and rules of the District governing the Amenity Facilities. Disregard of the Districts policies and rules and misuse or destruction of facility equipment may result in expulsion from the Amenity Facilities and/or the suspension or termination of Amenity Facilities privileges. Patrons are responsible for the actions and behavior of their Guests and any harm caused by their Guests to District Property.

b. Residents and Annual Pass Holders must have digital photos taken by Staff at a District Facility. This digital photo will appear on the computer monitor screen each visit at the time of check-in. No one may check-in as a Resident or Annual Pass Holder if the digital photo on the computer's monitor screen does not match the person attempting to check-in.

c. Except as noted below, Resident's children and grandchildren who do not reside within the District, who are 14 – 23 years old and who may not be household members, may utilize the Facilities and Amenities at no cost if they are checked in by a Resident or Annual Pass Holder. To be unaccompanied by the Resident, the houseguest must reside outside of the 40-mile radius of Eagle Landing.

d. Children 5 years of age or younger may utilize the Facilities and Amenities at no cost if a Resident, Annual Pass Holder, or registered Nanny accompanies them. Children older than 5 years of age will be charged Guest Fees in accordance with the adopted rates, unless otherwise provided for herein.

e. Upon check-in, a Nanny is allowed unlimited visits to the Facilities and Amenities without paying a Guest Daily Fee when accompanying Resident or Annual Pass Holder's children under the age of 13. A Nanny is not allowed to utilize the Facilities and Amenities without the Resident or Annual Pass Holder's children. With the exception of his or her children, a Nanny may not bring guests to the Facilities and Amenities. A Nanny may bring his or her own children to the Facilities and Amenities when accompanying a Resident or Annual Pass Holder's children, but the Nanny will be required to pay a Guest Fee for each child above the age of 5 years old.

f. Upon check-in, an Adult Caregiver is allowed unlimited visits to the Facilities and Amenities without paying a Guest Daily Fee when accompanying a Resident or Annual Pass Holder with a documented necessity for the services of an Adult Caregiver. An Adult Caregiver may not bring guests to the Facilities and Amenities.

g. If a Resident or Annual Pass Holder is accompanied by a caregiver other than someone who qualifies as a Nanny or an Adult Caregiver, Management may, at its sole discretion, permit the caregiver to visit the Facilities and Amenities without paying a Guest

Daily Fee when accompanying the Resident or Annual Pass Holder's children. The permission will be subject to any terms or conditions imposed by Management.

h. Spectators for activities such as swim meets, tennis matches or practices shall check-in prior to entering the facility. Admission of a Spectator to a facility does not grant user privileges to the Spectator for the Aquatics Facility, Tennis Center, or Golf Club.

i. In order to use the Amenity Facilities, a Patron and each member of the Patron's Family must be registered with the District and check in with the amenity staff upon entering the Amenity Facilities.

j. For the purposes of this definition, access privileges do not extend to the golf club. Separate fees apply.

(2) Initial Registration. If you are a new resident, please contact Membership Services at (904) 291-4343 extension 101 or stop by the Athletic Center to secure your temporary pass to the amenities (swim, tennis, fitness), New Resident Packet and to make an appointment for your new member set-up. All family members must be present at time of appointment (about 10-15 minutes).

a. Please bring a copy of your closing statement as proof of residency for the amenities and the Golf Club when acquiring a temporary pass. Temporary passes are non-renewable. The Release form includes: Release of Amenity Privileges at the Golf Club and/or the amenities.

b. What to Expect at Your Appointment: Please bring the completed membership documents received at the time you made your appointment in entirety to your set-up appointment. At that time, all family members 3 years of age or older are photographed and entered into our computer system for access to the CDD facilities.

c. Changes in Ownership/Residency: It is the property owners' responsibility to inform Membership Services of any changes to your account that should occur, including but not limited to: address, phone number or house hold number changes. Failure to do so could result in suspension of privileges.

d. Rental Property: If you own rental property in Eagle Landing, it is your responsibility to notify Membership Services of tenant termination and provides new tenant information. You have one of two options concerning Amenity Privileges:

- Fill out the Homeowners Release of Amenities Privilege form, giving rights to the facilities and charging privileges to renters.
- As the homeowner, you have the option to keep your privileges to use the facilities and NOT give them to your renters. Should you decide to retain these privileges, please notify your renters that they cannot use the amenities nor have charging privileges.

e. If a rent/lease agreement is extended, the renters should provide a copy of the new agreement to Membership services in order to continue their privileges associated with their Resident Account.

(3) Alcohol. State law stipulates that no one under the age of 21 may consume, buy, or otherwise possess any alcoholic beverages. This rule is strictly enforced on the premises of any District property.

(4) Annual Pass. Non-residents may purchase an Annual Pass to use the Facilities and Amenities on a regular basis. Pass fees allow for usage for a single fiscal year from October 1st to September 30, and are not prorated. The Annual Pass entitles the non-resident and members of the nonresident's household to use the Facilities and Amenities of the District. Annual Pass Holders are also entitled to participate in functions and activities that Management conducts on a space- available basis.

(5) Bathing Loads. The bathing loads, listed below, are capacities set by Clay County:

<u>Fun Pool</u>	<u>Competition Pool</u>	<u>Lap Pool</u>	<u>Wading Pool</u>
93 persons	113 persons	21 persons	16 persons

(6) Children. Children under the age of 10 must always be accompanied and supervised by a companion who is at least 14 years of age.

(7) Food and Beverages. No glass containers of any type are permitted in any District facility. No personal coolers, thermal bags, or picnic baskets are permitted in the Aquatic Facilities or Resident's Club when the Food and Beverage Facility is open. All persons using the pool or park areas must keep the area clean by properly disposing trash or debris.

a. At the Aquatic Facilities, Resident's Club, and Golf Club, only foods and beverages purchased from the Eagle Landing Food and Beverage Service are permitted. This policy extends to private parties that may be held at the facility.

b. Alcoholic beverages will not be served or sold to any person not permitted to purchase the same under the laws of the State of Florida. No person under 21 may possess an alcoholic beverage of any kind on any property owned by the District.

c. Residents and Annual Pass Holders may initiate and maintain a charge account for purchases at all Village Green facilities, provided they furnish valid bank account information to the Management's representative. Account holders will also be required to update their information periodically.

(8) Golf Cart Use. Golf carts may only be present at or operated on the property where the Facilities and Amenities are located, including driveways and parking facilities, if they are properly registered and display a Golf Cart Decal. Additional registration may be necessary for usage at Golf Club. Golf carts may be registered and more information about the rules relating to golf cart use may be obtained by contacting Management.

a. Golf carts being used on the property where the Facilities and Amenities are located, including driveways and parking facilities, must display a Golf Cart Decal and must be used in accordance with Florida law, Clay County Ordinances and within the District's policies.

b. Individuals who operate golf carts in a manner that is contrary to these policies may be denied entry to the Facilities and Amenities or may be subject to other disciplinary actions described in the section on Suspension and Termination of Privileges.

c. All individuals who operate or ride in golf carts do so at their own risk and peril, and should be observant of, and attentive to the safety of themselves and others, including passengers, other motorists, bicyclists and pedestrians. Please note, however, that Management and Staff's enforcement of the rules and disciplinary policies relating to golf carts is limited to the property where the Facilities and Amenities are located. This includes driveways and parking facilities, but does not include the roadways within Eagle Landing or the District.

(9) Guest Policy. Guests are welcome to use the Facilities and Amenities to include the Village Green, Dog Park, Lake Park, and the Athletic Field when accompanied by a Resident or Annual Pass Holder, 14 years of age or older. A Resident or Annual Pass Holder under 14 years old may accompany a single Guest so long as a registered Nanny remains present at all times. Residents and Annual Pass Holders under 21 years of age may accompany no more than 2 Guests per visit. Residents and Annual Pass Holders 21 years old and older may accompany no more than 6 Guests per visit. Neither Residents nor Annual Pass Holders may accompany Guests whom they do not know personally.

- The number of Guests permitted to use the Athletic Center and Aquatic Facilities per week is tied to each Resident / Pass Holder with a maximum of 15 visits per 7-day week, which runs from 12:00 a.m. Monday until 11:59 p.m. Sunday. Example: Participation in any aquatic or fitness activity, such as water aerobics, counts as one use.

(10) Guest Daily Fees. It is necessary for the District to adopt rules to establish rates, fees, and charges pertaining to the user fees at the Aquatic Facilities, Athletic Center, and Golf Club. The fees established in the rules of the District shall include Guest Fees for Weekdays, Weekends, and Holidays for the Facilities and Amenities.

*Holidays are New Year's Day, Martin Luther King, Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Thanksgiving Day, and the Friday after Thanksgiving Day. If a holiday falls on a weekend, holiday guest fees will apply.

(11) Houseguest Pass may be purchased for a 7-day admission to the Aquatic Facilities and Tennis Center. Houseguests with a Houseguest Pass are not required to be accompanied by Annual Pass Holders or Residents. To be unaccompanied by the Resident, the Houseguest must reside outside of the 40-mile radius of Eagle Landing. The Resident or Annual Pass Holder must accompany their Houseguest at the time of purchase of a Houseguest Pass. Photo Identification is required by the Houseguest to purchase a Houseguest Pass. The status of Houseguest only applies during the term of their visit which they possess a valid Houseguest Pass.

(12) Noise. Attendees shall not make, cause or permit, if within his or her control, any artificially amplified sound or noise of a continuous duration, which shall disturb the peace, quiet, and repose of any other persons of reasonable and ordinary sensibilities (consistent with Sec. 15-5(b), Clay County Code).

(13) Pets. Are generally not allowed at any of the District owned recreational or amenity facilities*, including but not limited to Village Green, Residents' Club, Kid's Club, Aquatics

Facility, Athletic Center, Amphitheater (Village Green), Lake House, Golf Course, Golf Clubhouse and Open Play Fields, except when participating in a special pet themed event.

*With the exception of service animals.

(14) Vehicles must be parked in designated areas. Vehicles should not be parked on grass lawns, or in any way which blocks the normal flow of traffic, nor should vehicles be parked in common areas overnight.

(15) Fireworks of any kind are not permitted in the Amenity Facilities or on any portion of District Property.

(16) No Patron or Guest is allowed in the service areas of the Amenity Facilities.

(17) Various areas of the Amenity Facilities and District Property are under twenty-four (24) hour video/audio surveillance.

(18) Smoking, electronic cigarettes and any vaping devices are not permitted on the Amenity Facilities premises or elsewhere on District Property unless in a designated smoking area.

(19) Use of marijuana is not permitted anywhere on District Property.

(20) Barbeque, gas or charcoal grills are not permitted on District Property.

(21) Patrons and their Guests shall treat Amenity Center Staff and other Patrons and Guests with courtesy and respect. Profanity or disruptive behavior, including roughhousing, is prohibited.

(22) Skateboarding, scooters, bikes, motorized bikes, and ATVs, are not allowed at the Amenity Facilities, including but not limited to the Aquatic Center, Athletic Center, and Golf Course.

(23) No person shall conduct any private class, lesson, or activity, including sports activities, in exchange for compensation (regardless of where, when or how the compensation is paid), or any organized group class, lesson or activity, including team sports activities, at the Amenity Facilities, unless such class, lesson or activity is conducted pursuant to a written agreement with the District or is provided by the contractor hired by the District to provide amenity management services, including its authorized subcontractors. Persons interested in conducting a class, lesson, or activity at the Amenity Facilities must submit a completed Recreational Programming Application to the Amenity Manager for consideration. Following approval of a Recreational Programming Application, a properly executed written agreement along with all documentation required therein must be received by the Amenity Manager prior to the commencement of any class, lesson or activity. Denial of a request to conduct a class, lesson or activity may be appealed to the Board.

(24) The District will charge Fifty Dollars (\$50.00) for any check returned due to insufficient funds.

(25) No Soliciting on District Property.

(26) Drones may not be flown on District property without first obtaining written permission from on-site management.

AQUATICS CENTER

(1) Pool Hours. Management may adjust the hours of operation as needed for special events, parties, operational and maintenance requirements and severe weather conditions.

(2) Pool use is always at the individual's own risk, even when a lifeguard is present. Attendees must observe the following policies at all Aquatic Facilities.

a. All Residents, Pass Holders, Guests, Participants, and Spectators are required to check-in at the desk upon arrival to a District facility. The visit to the facility must be recorded by amenity staff. No one may check-in as a Resident or Annual Pass Holder if the digital photo on the computer's monitor screen does not match the person attempting to check-in.

b. Everyone must shower before entering the pool.

c. Talking to an on-duty lifeguard is not permitted, except in emergency situations.

d. Persons with documented or visible skin disorders or other maladies that are potentially harmful to others will be denied the use of Aquatic Facilities.

e. Pool furniture shall not be removed from the Pool Area, thrown into the Pool, or otherwise disturbed.

f. The Pool Area is considered a family friendly environment. Proper swim attire must be worn at all times in the Pool Area. Swimwear such as thongs, low-cut bikinis, and overly revealing clothing is prohibited. Patrons and/or their Guests may be asked to leave the Pool Area in the event Amenity Center Staff determine their attire is in violation of this section.

g. Playing is not allowed in the lap lanes. Jumping off starting blocks, hanging or sitting on the lane lines, interfering with lap-swimming, unauthorized diving, jumping, flipping, running, pushing, wrestling, excessive splashing, spitting water, sitting or standing on shoulders, horseplay, or lewd acts are prohibited in the Pool Area.

h. Play equipment such as floats, rafts, snorkels, dive sticks and flotation devices must meet with Amenity Center Staff approval prior to use. The Amenity Center Staff reserves the right to prohibit use of any play equipment especially during times of peak or scheduled activity at the swimming pool or if the equipment provides a safety concern or nuisance as determined by Amenity Center Staff. Radio/remote controlled watercraft are not allowed in the Pool.

i. Scuba equipment is not allowed in the pool unless approved by Management in advance.

j. The District is not responsible for lost or stolen items.

k. Persons entering the pool after closing time will be considered trespassing and will be subject to arrest.

l. Out of consideration for others, music must be kept at low levels.

m. Running, ball playing, and noisy or hazardous activity, is not permitted in the pool area. This includes pushing, dunking, and dangerous games.

n. Children under 18 years of age are not permitted to enter the lap pool area during the Summer Season, however, they are permitted to utilize the lap lanes during the Winter Season).

o. Children twelve (12) years of age or children ten (10) years of age who have passed the swim test are permitted to use the facility without supervision.

p. Children who are unable to swim by themselves, must be supervised by and within arm's length of an adult at all times when on the pool deck or in the pool. All children, regardless of age, using inflatable armbands (i.e., water wings) or any approved Coast Guard flotation device must be supervised one-on-one by an adult who is in the water and within arm's length of the child.

q. Any child not potty-trained (including those using pull-up diapers) must wear an approved swimsuit diaper that fits snugly around the waist and legs. Also, any child wearing a disposable swimsuit diaper must also wear a swimsuit over the swimsuit diaper. Diapers shall only be changed in the restrooms on the changing tables, and not on the pool deck, tables, or chairs.

(3) Wading Pools. All pools use policies apply to the Wading Pool. These pools are limited to children 6 years old and younger. Lifeguards are not responsible for the supervision of the wading pool, except to enforce aquatic policy. No diving is allowed in any of the wading pools.

(4) Diving Boards. All pools use policies apply to the diving boards at the Aquatics Facility and for all diving boards that may be installed in the future.

a. Only one person is permitted on the board at a time.

b. Only one bounce is permitted on the board before entering the pool.

c. Attendees must dive straight off the board (not off the side).

d. Attendees must not dive off the board until the person before he or she is at the side of the pool. Parents or guardians must wait for children at the side of the pool only.

e. Flotation devices are not permitted on the diving boards.

f. There is no swimming in the diving well unless a lifeguard or pool attendant closes it to divers and allows non-diving use of it.

g. Diving boards are open only when a lifeguard is on duty.

h. Children must be capable of swimming on their own.

(5) Water Slides. All pools use policies apply to the Water Slide. Additionally,

a. Flotation devices are not permitted on the slide.

b. Children 3 years and younger may slide only in a guardian's lap who is 14 years of age or older. Children over 3 years old may slide alone only if: (1) they are capable of swimming in 4 feet of water and (2) they are over 48 inches tall. Otherwise, these children are prohibited from sliding.

- c. Only one slider is allowed at a time. No “chains” of people may slide.
- d. Slides must be ridden feet first, lying on backs, or in sitting positions.
- e. Every Attendee must keep arms and hands inside the flumes at all times.
- f. Do not run, dive, stand, kneel, rotate, or stop in the slide.
- g. Obey all instructions by the lifeguard or pool attendant at the end of the slide and exit quickly.
- h. Do not block the end of the slide.
- i. Swimsuits with exposed zippers, buckles, rivets, or metal ornamentation are not permitted.
- j. Pregnant women and those with heart conditions are not permitted to use the slide.
- k. Glass containers and other breakable items are prohibited in the Pool Area.
- l. Games where one holds their breath for long periods of time under water are not permitted.
- m. Pets (with the exception of Service Animals), bicycles, skateboards, roller blades, scooters, basketballs, volleyballs, any regulation sporting equipment not made for pool use, and golf carts are not permitted on or within the Pool Area.
- n. The District reserves the right to authorize all programs and activities, including the number of guest participants, equipment and supplies usage, etc., conducted at the pool, including swim lessons, aquatic/recreational programs and pool parties.
- o. No chewing gum is permitted in the Pool Area.
- p. Changing of clothing or diapers is allowed in the restroom but is not permitted on the pool deck.
- q. No one shall pollute or contaminate the Pool. Any individual responsible for contamination of the Pool may be liable for any costs incurred in treating and reopening the Pool.
- r. Pool entrances must be kept clear at all times. Bicycles should be parked and locked in the bike racks outside the Amenity Facilities.
- s. Smoking, electronic cigarettes, any vaping devices, and use of marijuana is not permitted in the Pool Area.
- t. Swinging on ladders, fences, gates or railings is prohibited.

(6) Swimming Pool Thunderstorm Policy. The Amenity Center Staff is in control of the operation of the Pool Area during thunderstorms and heavy rain. The Amenity Center Staff will determine whether swimming is permitted or not during the times the Pool is attended. During periods of heavy rain, thunderstorms and other inclement weather, the Pool Area will be closed. When lightning is in the area, the Pool and pool deck will be cleared and closed at any visual

sighting of lightning or audible sound of thunder and shall not reopen until thirty (30) minutes have elapsed from the last sighting of lightning or sound of thunder.

(7) Swimming Pool Feces Policy

a. Any person who is incontinent or not fully toilet trained must wear a swim-diaper and appropriate waterproof clothing over the swim-diaper when entering or being carried into the Pool.

b. If contamination occurs, the Pool may be closed for up to twelve (12) hours and the water will be chemically treated to kill the bacteria.

ATHLETIC CENTER

The use of the Athletic Center is at each attendee's own risk. In consideration of each attendee, all Athletic Center users must adhere to the following policies:

(1) All Residents, Pass Holders, Guests, Participants, and Spectators are required to check-in at the desk upon arrival to a District facility. The visit to the facility must be recorded by amenity staff. No one may check-in as a Resident or Annual Pass Holder if the digital photo on the computer's monitor screen does not match the person attempting to check-in

(2) Attendees should wear proper fitness attire and footwear. No open toe shoes. Shirts must be worn at all times. Attire must be family friendly. Patrons and/or their Guests may be asked to leave the Athletic Center in the event Amenity Center Staff determine their attire is in violation of this section.

(3) Proper facility use and etiquette recommendations (such as wiping sweat from machines after use) will be posted inside the facility as a reminder to attendees.

(4) Only Residents and Annual Pass Holders age 14 and older will be permitted to use the Fitness Center.

(5) Early/Late access to the Fitness Center is permitted to those 18 years and older with an access card. Early access begins at 4 am, Late access ends at 11 pm. All users must exit the facility at 11 pm.

(6) Emergencies. For all emergencies, call 911 immediately. All emergencies and injuries must also be reported to Amenity Center Staff.

(7) Use of hand chalk in the Fitness Center is prohibited.

(8) Personal electronic music devices, such as radios, tablets, and speakers, are permitted with the use of headphones only in the Fitness Center.

(9) Weights or other fitness equipment may not be removed from the Fitness Center.

(10) Please limit use of cardiovascular equipment to thirty (30) minutes while others are waiting.

(11) Step away from weight equipment between sets if other persons are waiting.

- (12) Return all weights to their original location.
- (13) Any fitness program operated, established and run by the District may have priority over other users of the Athletic Center.
- (14) Strollers and infant carry seats are not allowed in the Fitness Center.
- (15) Children under the age of 10 must always be accompanied and supervised by a companion who is at least 14 years of age while at the gymnasium.
- (16) The Gymnasium must be left clean after use.
- (17) The Tennis and Pickleball Court lights are turned off at 10:00 p.m.
- (18) Proper Tennis attire consists of Tennis shoes (not cross-trainers or jogging shoes) and Tennis clothing. Street trousers, jeans, bathing or beach attire is not allowed.
- (19) Courtesy and consideration should be observed at all times on the Tennis and Pickleball Courts. Attendees shall not walk across or behind a court while a point is being played. No one shall enter the court when play is in progress, but must enter in the appropriate area closest to the back of the court while courts are in use. Excessive noise, racquet throwing, and profanity are not permitted at any time. Disregard for court courtesy should be reported to the Management.
- (20) Players without a prearranged game are encouraged to contact the Management who will assist in forming matches. Players may also make court reservations by calling the pro shop during operating hours or by reserving courts on the district website in advance of the desired court time.
- (21) Participation on an Athletic Team or clinic team. is open to Residents and Annual Pass Holders only. Non-Resident/Pass Holder Participants will be allowed to join in leagues or clinics at Management discretion if the inclusion of these participants would be at the benefit of residents/pass holders. However, this participation in any league or clinic does not afford the participant any resident like privileges. Participants must leave the facility at the conclusion of the activity unless otherwise registered as a guest and having paid required guest fees.
- (22) Players under the age of 14 may utilize courts on a space available basis, as determined by Management.
- (23) Tennis and Pickleball court play should be suspended when courts are wet or during rainy conditions. Tennis Courts are considered wet when puddles or standing water is visible.
- (24) Team Tennis Registration Fee will be applied to nonresident players that take part in any League Teams. Fees must be paid no later than the second home match. This would apply to Country Club, USTA, and First Coast League Teams. Players participating on more than one team will pay the fee for each team they participate on. Any team playing out of Eagle Landing must have an Eagle Landing Resident as the Team Captain. This does not apply to Middle Village and Double Branch CDDs.

PARKS

All Attendees must observe the policies listed below otherwise they will be issued a trespass warning and will be subject to ejection from the premises. Management may close a Park if public safety is threatened by any activity on the premises.

- (1) Park hours of operation are sunrise to sunset.
- (2) No person shall be intoxicated and cause a public disturbance in a park. Alcoholic beverages, glass containers and other breakable items are prohibited at District Parks.
- (3) Roller blades and bikes are permitted on sidewalks only.
- (4) No parking is allowed on Park premises, outside of marked parking locations.
- (5) Persons using District Parks must clean up any food, beverages and miscellaneous trash brought to the District Property.
- (6) Use of the Districts Parks may be limited from time to time due to a District-sponsored event.
- (7) An Attendee may reserve the Village Green pavilion for special events, provided they make the reservation with Management at least 7 days in advance; the event is for ten people or more; and they reserve the pavilion for at least 3 hours. If the pavilion is not reserved for a special event, it will be available to Attendees on a first-come, first-served basis.

SERVICE ANIMALS

(1) Dogs or other pets (with the exception of "Service Animal(s)" trained to do work or perform tasks for an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability) are not permitted within any District-owned public accommodations including, but not limited to, amenity buildings (offices, social halls and fitness center), pools, tennis courts, basketball courts, playgrounds, parking lots, open spaces and other appurtenances or related improvements. A Service Animal must be kept under the control of its handler by leash or harness, unless doing so interferes with the Service Animal's work or tasks or the individual's disability prevents doing so. The District may remove the Service Animal under the following conditions:

- If the Service Animal is out of control and the handler does not take effective measures to control it;
- If the Service Animal is not housebroken; or,
- If the Service Animal's behavior poses a direct threat to the health and safety of others.

(2) 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.

DOG PARK

(1) The Dog Park is not staffed and shall be used at the user's own risk. The voluntarily use of the Dog Park evidences a waiver of any claims against the South Village Community Development District resulting from activities occurring at the Dog Park. The South Village Community Development District is not responsible for any injury or harm to Residents, Patrons, Guests or their dogs caused by use of the Dog Park.

a. The Dog Park is restricted to use only by Residents, Patrons, and their Guests. All other persons are considered trespassing and may be prosecuted as such under Florida law.

b. The current entry code is available in the member's area of the resident website (App), and should not be shared.

c. The Dog Park's operating hours are dawn to dusk.

d. Dogs must be on leashes at all times, except within the Dog Park area.

e. Dog handler must have the leash with them at all times.

f. 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.

g. Dogs may not be left unattended and must be within unobstructed sight of the dog handler.

h. Dog handlers are responsible for the behavior of their animals.

i. Limit three dogs per dog handler, which handler must be at least 16 years of age.

j. Children under 12 must be accompanied by an adult and supervised at all times.

k. Dogs must be current on their vaccinations and wear a visible rabies and license tags at all times.

l. Puppies under four months of age should not enter the Dog Park.

m. Aggressive dogs are not allowed in the Dog Park. Any dog showing signs of aggression should be removed from the Dog Park immediately.

n. Female dogs in heat are not permitted in the Dog Park.

o. Human or dog food inside the Dog Park is prohibited.

p. Any dog toys inside the Dog Park are prohibited.

q. Dog handlers must clean up any dog droppings made by their pets.

r. Dog handlers must fill in any holes made by their pets.

s. Do not brush or groom pets inside the Dog Park. The Dog Park is for play time.

t. Dog trainers are prohibited at the Dog Park.

- u. The Dog Park is designated a “No Smoking” area.

LAKES, PONDS AND OTHER STORMWATER MANAGEMENT FACILITIES

- (1) Lakes, ponds, and other stormwater management facilities (“Lakes”) within District property primarily function as retention ponds to facilitate the District’s system for treatment and attenuation of stormwater run-off and overflow. As a result, contaminants may be present in the water. These policies are intended to limit contact with such contaminants and ensure the continued operations of the Lakes.
- (2) Users of District Lakes shall not engage in any conduct or omission that violates any ordinance, resolution, law, permit requirement, or regulation of any governmental entity relating to the District Lakes.
- (3) Wading and swimming in District Lakes are prohibited.
- (4) Watercraft of any kind in District Lakes, including but not limited to boats, rafts or tubes, is prohibited.
- (5) Residents may fish from designated District Lakes. However, the District has a “catch and release” policy for all fish caught in these waters.
- (6) Pets are not allowed in the District Lakes. Wildlife (including but not limited to birds and reptiles) may neither be removed from nor released into the District Lakes.
- (7) No docks or other structures, whether permanent or temporary, shall be constructed and placed in or around the District lakes or other District stormwater management facilities unless properly permitted and approved by the District and other applicable governmental agencies.
- (8) No pipes, pumps, or other devices used for irrigation or the withdrawal or addition of water - except for draining water from a pool - shall be placed in or around the District Lakes, except by the District or unless otherwise approved by the District.
- (9) No foreign materials may be disposed of in the District Lakes, including, but not limited to: tree branches, paint, cement, oils, soap suds, building materials, chemicals, fertilizers, or any other material that is not naturally occurring or which may be detrimental to the lake environment.
- (10) Easements through residential backyards along the community's storm water lake system are for maintenance purposes only and residents are not granted access for fishing or any other recreational purpose. Access to other residents' backyards via these maintenance easements is prohibited. Unless individual property owners of single family dwelling homes grant permission for others to access their backyards, entering their private property can be considered trespassing. Please be considerate of the privacy rights of other residents.
- (11) Beware of wildlife - water moccasins and other snakes, alligators, snapping turtles, and other wildlife which may pose a threat to your safety are commonly found in stormwater management facilities in Florida.
- (12) Any hazardous condition concerning the District Lakes must immediately be reported to

the District Manager and the proper authorities.

(13) Property owners and residents are responsible for their tenants', guests', and invitees' adherence to these policies.

(14) The District is not responsible for injury or damage to persons or property, including accidental death, resulting from the use of District Lakes.

GOLF CLUB

(1) For maximum enjoyment of everyone, Attendees must observe the following policies and etiquette at all times. The Disciplinary Policies enclosed in this document apply to all Eagle Landing Golf Club facilities.

(2) Check-in is required at the Pro Shop desk upon arrival to the Golf facility.

(3) Proper golf attire consists of golf slacks or full-length trousers, or golf shorts or skirts that reach mid-thigh length, and golf or athletic shoes. Street trousers, jeans, bathing or beach attire is not allowed.

(4) Courtesy and consideration should be observed at all times. Excessive noise and profanity are not permitted at any time. Disregard for course courtesy should be reported to the Management.

(5) Players must arrange for tee time reservations by calling the pro shop during operating hours or making a tee-time online or arriving in person in advance of the desired tee time. Players who do not appear for scheduled reservations will lose their tee time reservation 10 minutes after the reserved tee time.

(6) Children under (16) years of age are permitted at the Golf Club Facilities only if accompanied or supervised by an adult or are attending a designated junior event at the Golf Club Facilities.

EMPLOYEE USER PRIVILEGES

(1) Any Staff who are also Residents retain user privileges as a Resident and are subject to such policies for Residents.

(2) Employees of the current Management Company who work at a facility within the District may use the Facilities and Amenities at the location where they work. Any use of other Facilities and Amenities within the District, but outside their department, must be pre-arranged by their department's manager.

(3) Family members of the staff may use the Facilities and Amenities, no more than one time per week with prior approval of the department supervisor and are on a space available basis. The staff member must accompany the family members and may not be on duty at the time. Immediate family members will not be charged and extended family must pay the current guest fee.

LOSS OR DESTRUCTION OF PROPERTY OR INSTANCES OF PERSONAL INJURY

- (1) Each Patron and each Guest, as a condition of invitation to the premises of the Amenity Facilities, assumes sole responsibility for his or her property. The District and its contractors shall not be responsible for the loss or damage to any private property used or stored on the premises of the Amenity Facilities, whether in lockers or elsewhere.
- (2) No person shall remove from the room in which it is placed or from the Amenity Facilities premises any property or furniture belonging to the District or its contractors without written authorization. Patrons shall be liable for any property damage and/or personal injury at the Amenity Facilities, or at any activity or function operated, organized, arranged or sponsored by the District or its contractors, caused by the Patron, their Guests or family members. The District reserves the right to pursue any and all legal and equitable measures necessary to remedy any losses due to property damage or personal injury.
- (3) Any Patron, Guest or other person who, in any manner, makes use of or accepts the use of any apparatus, appliance, facility, privilege or service whatsoever owned, leased or operated by the District or its contractors, or who engages in any contest, game, function, exercise, competition or other activity operated, organized, arranged or sponsored by the District, either on or off the Amenity Facilities premises, shall do so at his or her own risk, and shall hold the Amenity Facilities, the District, the Board, District employees, District representatives, District contractors, and District consultants, harmless for any and all loss, cost, claim, injury damage or liability sustained or incurred by him or her, resulting therefrom and/or from any act of omission of the District, or their respective operators, Supervisors, employees, representatives, contractors, or agents.
- (4) Should any party bound by these Policies bring suit against the District, the Board, or District staff or consultants in connection with any event operated, organized, arranged or sponsored by the District or any other claim or matter in connection with any event operated, organized, arranged or sponsored by the District, and fail to obtain judgment therein against the District, the Board, or District staff or consultants, said party shall be liable to the District for all costs and expenses incurred by it in the defense of such suit (including court costs and attorney's fees through all appellate proceedings).

PRIVATE FUNCTIONS, RENTALS, AND COMPETITIONS

- (1) Shall be held before or after operating hours, if at all possible, so as not to interfere with the daily operation or to restrict access to the Facilities and Amenities by Residents, Annual Pass Holders, and their Guests. Local school groups, philanthropic or charity organizations may utilize the Facilities and Amenities for league play, lessons, tournaments, meets, matches, practices, etc. All groups shall have an agreement with the District governing such use.
- (2) Residents and Annual Pass Holders may hold private parties, provided they are in good standing with the District, they present their Amenity Pass or Annual Pass, and they are present for the duration of the event. Management provides Staff for events based on the number of persons expected to attend. Renters must submit non-refundable deposits and rental contracts to the District two weeks prior to the date of the event. If the event is cancelled, a 1-week notice must be given or the security deposit is forfeited.

(3) Any and all event rentals must be approved by management for all District facilities including the Golf Club House.

(4) Rental Property. The property owners within the District may relinquish their rights, in writing, to Resident user privileges at the Facilities and Amenities to the renter of the property if it is the primary residency of the renter. Rental Amenity Pass shall expire annually on the lease expiration date and can be renewed upon re-verification of residency.

FACILITY RENTAL POLICIES

(1) Patrons may reserve for rental certain portions of the Amenity Facilities for private events by contacting the Rental Coordinator, (904) 637-0642. The maximum guest limits referenced above shall not apply to guests attending a Patron-sponsored function at the Amenity Facilities. Except as set forth below, only one (1) room or portion of each Amenity Center Social Hall is available for rental on any given day and reservations may not be made more than six (6) months prior to the event. In addition, all rental reservations must be made at least two weeks in advance. Each Patron may rent a portion of the Amenity Facilities no more than four (4) times per calendar year. Patrons interested in doing so should contact the Amenity Center Staff regarding the anticipated date and time of the event to determine availability. Any event established and run by the District may have priority over other users.

(2) Please note that the Amenity Facilities are unavailable for private events on the following holidays:

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

(3) The Pool Areas of the Amenity Facilities are not available for private rental and shall remain open to other Patrons and their Guests during normal operating hours.

(4) The Patron renting any portion of the Amenity Facilities shall be responsible for any and all damage and expenses arising from their event.

(5) Reservations: Patrons interested in reserving a portion of the Amenity Facilities must submit to the Amenity Center Staff a completed Facility Use Application. At the time of submission, the Patron shall provide the rental fee referenced above and a deposit as set forth below. Rental fees may be paid in cash or by check. The Amenity Center Staff will review the Facility Use Application on a case-by-case basis and has the authority to reasonably deny a request. Patrons will receive an email confirmation once the rental request has been approved. Denial of a request may be appealed to the Board.

(6) Deposit: A deposit is required at the time the reservation is approved. To receive a full refund of the deposit or a release of held funds, the renter must comply with all Policies and the terms of the Facility Use Application as well as ensure the following:

- a. Remove all garbage and place in the dumpster.

- b. Remove all displays, favors or remnants of the event.
- c. Restore the furniture and other items to their original position.
- d. Wipe off counters, tabletops and sink area.
- e. Replace garbage liner.
- f. Sweep floors, as applicable
- g. Clean out and wipe down the refrigerator, and microwave, if used.

The last event of the day must be finished, including post-event cleanup, by rental time frame. Any event that exceeds the rental time frame, fails to conduct post-event cleanup, or violates the Policies will forfeit all or a part of their deposit. The Amenity Manager shall determine the amount of deposit to return, if any.

(7) Alcohol Policies:

a. Patrons intending to serve alcohol at a rented facility must so indicate on the Facility Use Application. Any Patron who does not so indicate at the time the Facility Use Application is submitted shall not be permitted to serve alcohol.

b. Event Liability insurance coverage in the amount of One Million Dollars (\$1,000,000) will be required for all events that are approved to serve alcoholic beverages. The District, the Board, and District staff and consultants are to be named on these policies as additional insureds.

c. Patrons serving alcohol agree to indemnify and hold harmless the District, Amenity Services Group and their Supervisors, officers, directors, consultants and staff from any and all liability, claims, actions, suits, or demands by any person, corporation or other entity, for injuries, death property damage of any nature, arising out of, or in connection with the service of alcohol. Patrons agree that such indemnification shall not constitute or be construed as a waiver of the District's sovereign immunity granted pursuant to Section 768.28, Fla. Stat.

d. Patrons must hire a certified bartender to dispense alcohol. Patrons and their guests must be at least twenty-one (21) years of age to be served alcohol. Patrons and their guests must present valid picture identification at the request of the Amenity Manager.

e. Alcohol served on the premises must be consumed on the premises.

f. The District reserves the right to ask intoxicated persons to leave the Amenities Facilities or District property.

(8) General Policies:

a. No decorations may be affixed to the walls, doors or any fixtures.

b. The volume of live or recorded music must not violate applicable Clay County noise ordinances or unreasonably interfere with residents' enjoyment of their homes. All music content must be appropriate for all ages.

c. Glass containers and other breakable items are prohibited in or around the pool deck.

d. No food or drinks allowed in the Gymnasium.

e. Event Liability coverage may be required, even in the absence of alcohol service, on a case-by-case basis in the sole discretion of the Management.

f. Pets (with the exception of Service Animals) are prohibited from any and all rented facilities.

g. Rentals of the Amenity Facilities does not include any party supplies such as paper plates, coffee cups, silverware, aluminum foil, storage bags, etc.

h. Patrons are responsible for ensuring that their guests adhere to these Policies.

(9) Third Party Vendors. Any use of a third-party vendor (Magician, DJ, Face Painter, or Balloon Artist, etc.) on any portion of District Property must be approved by the Amenity Manager. If approved, liability insurance coverage in the amount of One Million Dollars (\$1,000,000) listing the District as an additional insured will be required and on file with the Amenity Office a minimum of two (2) weeks prior to the event. Denial of a request for a third-party vendor may be appealed to the Board.

RECREATIONAL FACILITIES – USER RATES & FEES

ANNUAL PASSHOLDER		\$4,000-\$5,000
GUEST FEES		
Weekday Guest – Residents Club		\$4-\$10
Weekend Guest – Residents Club		\$10-\$30
Holiday Guest – Residents Club		\$15-\$40
Weekday Guest – Athletic Center		\$4-\$10
Weekend Guest – Athletic Center		\$10-\$30
Holiday Guest – Athletic Center		\$15-\$40
Houseguest – (one week pass)		\$20-\$60
RENTAL FEES/DEPOSITS		
(Facilities only rented to Residents/Passholders)		
Rental Deposit (non-refundable, applied to fee)		\$50
Club Room, Café Patio, Village Green		\$150-\$250
Kids Club		\$175-\$275
Gymnasium (3 hrs. rental min/each additional hour)		\$300 / \$100
Half-court Gymnasium court rental		\$30-\$70
Canoes, Garden Golf, Billiards, Ping-Pong, etc.		Complimentary for Residents and Patrons
Event Food Truck		\$250-\$350
Vendor Booth Fee		\$50-\$75
Special Event Guest Fee		\$10-\$50
Lake Park Rentals (Pavilion, Field)		\$50-\$300
ATHLETIC CLUB		
(Rates are for Residents/Passholders unless otherwise specified)		
Tennis/Pickleball Lessons – Full Hour		\$40-\$80
- Non-Resident participants		Resident Rate + \$2-\$15
Tennis/Pickleball Lessons – Half Hour		\$30-\$45
- Non-Residents participants		Resident Rate + \$2-\$15
Tennis/Pickleball Clinics – Full Hour		\$10-\$20
- Non-Resident participants		Resident Rate + \$2-\$15
Tennis/Pickleball Clinics – Full Hour & Half		\$15-\$30
- Non-Resident participants		Resident Rate + \$2-\$15

Personal Training (per session, if available)		\$25-\$50
Group Fitness (per class, if available)		\$5-\$10
Tennis Camp		\$10-\$200
Non-Resident Tennis Membership		\$750-\$1,000 Ind / \$1,000-\$1,500 Family
KID'S CLUB		
(Slash "/" denotes additional sibling discount, if applicable)		
School's Out (per session, Resident/Passholders only)		\$25-\$50 / \$20-\$40
Kids Only Party (per session)		\$20-\$40 / \$15-\$30
Day of		\$35-\$50 / \$30-\$40
Non-Resident and/or Guests		\$20-\$60
Day of		\$40-\$60
Teen/Adult/Family Events		Based on Event
Summer Camp (per week, Residents/Passholders only)		\$150-\$250 / \$100-\$200
Swim Lessons (Private - 4 lessons, Residents/Passholders only)		\$125-\$175 / \$100-\$150
Swim Lessons (Group - 4 lessons, Residents/Passholders only)		\$100-\$150 / \$65-\$150
Swim Team Participation (per season, Residents/Passholders only)		\$125-\$250
PROMOTIONAL RATES		
The District may, upon approval of the Chairman, adopt temporary rates and fees ("Promotional Rates") for use of the recreational facilities in a manner not currently contemplated. These Promotional Rates shall be in place for no longer than 90 days, and shall be designed to meet customer demand, promote additional revenues, and enhance operations of the recreational facilities.		

EAGLE LANDING GOLF CLUB – USER RATES & FEES

Golf Club Passes & Fees			
Pass Type	Initiation Fee	Annual Fee	Monthly Fee
Social Pass	\$400 - \$600	\$240 - \$360 + Plus Tax	\$20 - \$30 + Tax
Player's Club		\$312 - \$700/Individual	\$26 - \$65 / 1 st Individual \$15 - \$45 / 2 nd Individual \$8 - \$35 / 3 rd Individual
Annual Golf Pass		\$1800 - \$2400/Individual \$2060 - \$3200/Couple	
Full Golf Pass	\$1000 - \$5000		\$175 - \$350 / Individual \$185 - \$450 / Family \$100 - \$250 Junior \$1100 - \$3500 Seasonal (6 Months)
Trails Pass		\$1050 - \$1500/Individual \$1300 - \$1800/Family	
Club Cart		\$1700 - \$2000 Single \$2300 - \$2800 Family	

Pay to Play Rates & Other Charges	
Greens	\$20 - \$100 / 18 Holes \$14 - \$60 / 9 Holes
Cart Rentals	\$20 - \$50/ 18 Holes \$10 - \$40 / 9 Holes
Driving Range	\$4 - \$25
Handicap Card Fees	\$20 - \$40
Rental Clubs	\$15 - \$75
Promotional	\$15 - \$90
Employees	\$25 - \$35
Golf Lessons – Individual	\$25 - \$100
Golf Lessons – Group	\$40 - \$200
Golf Lessons – Series	\$120 - \$500
Golf Lessons – Playing	\$50 - \$200
Clinics & Camps	\$75 - \$600

SUSPENSION AND TERMINATION OF PRIVILEGES

In accordance with Chapters 190 and 120 of the Florida Statutes, and on April 4, 2023 at a duly noticed public meeting, the Board of Supervisors (“Board”) of the South Village Community Development District (“District”) adopted the following rules / policies to govern disciplinary and enforcement matters. All prior rules / policies of the District governing this subject matter are hereby rescinded for any violations occurring after the date stated above.

(1) Introduction. This rule addresses disciplinary and enforcement matters relating to the use of the Amenity Facilities and other properties owned and managed by the District (“District Property”).

(2) General Rule. All persons using the Amenity Facilities and entering District Property are responsible for compliance with the rules and policies established for the safe operations of the Amenity Facilities and District Property.

(3) Access Cards / Key Fobs. Access cards and key fobs are the property of the District. The District may request surrender of, or may deactivate, a person’s access card or key fob for violation of the District’s rules and policies established for the safe operations of the District’s Amenities.

(4) Suspension and Termination of Rights. The District shall have the right to restrict, suspend, or terminate the amenity access privileges of any person and members of their household to use all or a portion of the Amenity Facilities and District Property for any of the following acts (each, a “Violation”):

- a. Submitting false information on any application for use of the Amenity Facilities, including but not limited to facility rental applications;
- b. Failing to abide by the terms of rental applications;
- c. Permitting the unauthorized use of a Facility Access Card or otherwise facilitates or allows unauthorized use of the Amenity Facilities;
- d. Exhibiting inappropriate behavior or repeatedly wearing inappropriate attire;
- e. Failing to pay amounts owed to the District in a proper and timely manner (with the exception of special assessments);
- f. Failing to abide by any District rules or policies (e.g., “Policies Regarding District Amenity Facilities”);
- g. Treating the District’s staff, contractors, representatives, residents, landowners, Patrons or Guests, in a harassing or abusive manner;
- h. Damaging, destroying, rendering inoperable or interfering with the operation of District Property, or other property located on District Property;
- i. Failing to reimburse the District for property damaged by such person, or a minor for whom the person has charge, or a Guest;

j. Engaging in conduct that is likely to endanger the health, safety, or welfare of the District, its staff, contractors, representatives, residents, landowners, Patrons, or Guests;

k. Committing or is alleged, in good faith, to have committed a crime on or off District Property that leads the District to reasonably believe the health, safety or welfare of the District, its staff, contractors, representatives, residents, landowners, Patrons, or Guests is likely endangered;

l. Engaging in another Violation after a verbal warning has been given by staff (which verbal warning is not required); or

m. Such person's Guest or a member of their household commits any of the above Violations.

Termination of access to the Amenity Facilities and/or District Property shall only be considered and implemented by the Board in situations that pose a long term or continuing threat to the health, safety and/or welfare of the District, its staff, contractors, representatives, residents, landowners, Patrons, or Guests. The Board, in its sole discretion and upon motion of any Board member, may vote to rescind a termination of Amenity access.

(5) Administrative Reimbursement. The Board may in its discretion require payment of an administrative reimbursement of up to Five Hundred Dollars (\$500) in order to offset the legal and/or administrative expenses incurred by the District as a result of a Violation ("Administrative Reimbursement"). Such Administrative Reimbursement shall be in addition to any suspension or termination of Amenity Facilities or District Property access, any applicable legal action warranted by the circumstances, and/or any Property Damage Reimbursement (defined below).

(6) Property Damage Reimbursement. If damage to District Property occurred in connection with a Violation, the person or persons who caused the damage, or the person whose Guest caused the damage, or the person who has charge of a minor that caused the damage, shall reimburse the District for the costs of cleaning, repairing, and/or replacing the property ("Property Damage Reimbursement"). Such Property Damage Reimbursement shall be in addition to any suspension or termination of Amenity Facilities or District Property access, any applicable legal action warranted by the circumstances, and/or any Administrative Reimbursement.

(7) Removal from Amenity Facilities and District Property. The District Manager, General Manager, Amenity Manager and onsite staff each have the independent ability to remove any person from the Amenity Facilities and District Property if a Violation occurs, or if in his or her discretion, it is in the District's best interest to do so.

(8) Initial Suspension from Amenity Facilities and District Property. The District Manager, General Manager, Amenity Manager or his or her designee may at any time restrict or suspend for cause or causes, including but not limited to a Violation, any person's access to the Amenity Facilities and District Property until a date not later than the next regularly scheduled meeting date of the Board that is scheduled to occur at least twenty-one (21) days after the date of initial suspension. In the event of such a suspension, the District Manager or his or her designee shall mail a letter to the person suspended referencing the conduct at issue, the sections of the District's rules and policies violated, the time, date, and location of the next regular Board

meeting where the person's suspension will be presented to the Board, and a statement that the person has a right to appear before the Board and offer testimony and evidence why the suspension should be lifted. If the person is a minor, the letter shall be sent to the adults at the address within the community where the minor resides.

(9) Hearing by the Board; Administrative Reimbursement; Property Damage Reimbursement.

a. At the Board meeting referenced in the letter sent under Section 8 above, or as soon thereafter as a Board meeting is held if the meeting referenced in the letter is canceled, a hearing shall be held at which both District staff and the person subject to the suspension shall be given the opportunity to appear, present testimony and evidence, cross examine witnesses present, and make arguments. The Board may also ask questions of District staff, the person subject to the suspension, and witnesses present. All persons are entitled to be represented by a licensed Florida attorney at such hearing.

b. After the presentations by District staff and the person subject to the suspension, the Board shall consider the facts and circumstances and determine whether to lift or extend the suspension or impose a termination. In determining the length of any suspension, or a termination, the Board shall consider the nature of the conduct, the circumstances of the conduct, the number of rules or policies violated, the person's escalation or de-escalation of the situation, and any prior Violations and/or suspensions.

c. The Board shall also determine whether an Administrative Reimbursement is warranted and, if so, set the amount of such Administrative Reimbursement.

d. The Board shall also determine whether a Property Damage Reimbursement is warranted and, if so, set the amount of such Property Damage Reimbursement. If the cost to clean, repair and/or replace the property is not yet available, the Property Damage Reimbursement shall be fixed at the next regularly scheduled Board meeting after the cost to clean, repair, and/or replace the property is known.

e. After the conclusion of the hearing, the District Manager shall mail a letter to the person suspended identifying the Board's determination at such hearing.

(10) Suspension by the Board. The Board on its own initiative acting at a noticed public meeting may elect to consider a suspension of a person's access for committing any of the Violations outlined in Section 4. In such circumstance, a letter shall be sent to the person suspended which contains all the information required by Section 8, and the hearing shall be conducted in accordance with Section 9.

(11) Automatic Extension of Suspension for Non-Payment. Unless there is an affirmative vote of the Board otherwise, no suspension or termination will be lifted or expire until all Administrative Reimbursements and Property Damage Reimbursements have been paid to the District. If an Administrative Reimbursement or Property Damage Reimbursement is not paid by its due date, the District reserves the right to request surrender of, or deactivate, all Facility Access Cards associated with an address within the District until such time as the outstanding amounts are paid.

(12) Appeal of Board Suspension. After the hearing held by the Board required by Section 9, a person subject to a suspension or termination may appeal the suspension or termination, or the

assessment or amount of an Administrative Reimbursement or Property Damage Reimbursement, to the Board by filing a written request for an appeal (“Appeal Request”). The filing of an Appeal Request shall not result in the stay of the suspension or termination. The Appeal Request shall be filed within thirty (30) calendar days after mailing of the notice of the Board’s determination as required by Section 9(e), above. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt by the District. Failure to file an Appeal Request shall constitute a waiver of all rights to protest the District’s suspension or termination, and shall constitute a failure to exhaust administrative remedies. The District shall consider the appeal at a Board meeting and shall provide reasonable notice to the person of the Board meeting where the appeal will be considered. At the appeal stage, no new evidence shall be offered or considered. Instead, the appeal is an opportunity for the person subject to the suspension or termination to argue, based on the evidence elicited at the hearing, why the suspension or termination should be reduced or vacated. 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 or termination. The Board’s decision on appeal shall be final.

(13) Legal Action; Criminal Prosecution; Trespass. If any person is found to have committed a Violation, such person may additionally be subject to arrest for trespassing or other applicable legal action, civil or criminal in nature. If a person subject to a suspension or termination is found at the Amenity Facilities, such Person will be subject to arrest for trespassing. If a trespass warrant is issued to a person by a law enforcement agency, the District has no obligation to seek a withdrawal or termination of the trespass warrant even though the issuance of the trespass warrant may effectively prevent a person from using the District’s Amenity Facilities after expiration of a suspension imposed by the District.

(14) 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.