

East Nassau Stewardship District

Amenity Rules, Policies and Fees
For Recreational Facilities

Adopted November 21, 2024

Table of Contents

Definitions	<i>Page 3</i>
Annual User Fee, Guests, and Renters Privileges	<i>Page 4</i>
Amenity Facility Operations and General Facility Provisions	<i>Page 5</i>
Loss or Destruction of Property or Instances of Personal Injury	<i>Page 7</i>
Golf Cart Use Policies	<i>Page 8</i>
Park Policies	<i>Page 9</i>
Pond Use Policy	<i>Page 10</i>
Trail Policies	<i>Page 13</i>
Indemnification	<i>Page 14</i>
Suspension and Termination of Access Rule	<i>Page 16</i>

DEFINITIONS

"Amenity Facilities" or "Amenity" or "Amenities"- shall mean the properties and areas owned by the District and intended for recreational use and shall include, but not specifically be limited to, the boat docks, ramps, multi-use trails, and other recreational improvements together with their appurtenant facilities and areas.

"Amenity Facilities Policies" or "Policies" - shall mean these Amended and Restated Amenity Facilities Rules, Policies, and Fees of the East Nassau Stewardship District, as amended from time to time.

"Amenity Manager" - shall mean the District Manager or that person or firm so designated by the District Manager or the District's Board of Supervisors.

"Annual User Fee"- shall mean the fee established by the District for any person that is not a Resident and wishes to become a Non-Resident User. The amount of the Annual User Fee is set forth herein, and that amount is subject to change based on Board action. Such fee is not applicable to the general public's use of the Green Ribbon Trail.

"Board of Supervisors" or "Board" - shall mean the East Nassau Stewardship District's Board of Supervisors.

"Guest" - shall mean any person or persons who are invited by a Resident or Non-Resident User to participate in the use of the Amenity Facilities.

"District" - shall mean the East Nassau Stewardship District.

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

"Non-Resident User" - shall mean any person or family not owning property in the District who is paying the Annual User Fee to the District for use of all Amenity Facilities.

"Patron" or "Patrons" - shall mean Residents, Guests, and Non-Resident User who are eighteen (18) years of age and older.

"Property Owner" - shall mean that person or persons having fee simple ownership of land within the Magnolia West Community Development District.

"Renter" - shall mean any tenant residing in a Property Owner's home pursuant to a valid rental or lease agreement.

"Resident" - shall mean any person or persons having residence in a home within the East Nassau Stewardship District that is a Property Owner or a Renter with assigned user privileges pursuant to the policies set forth herein.

ANNUAL USER FEE

The Annual User Fee for any Non-Resident User is \$2,500.00 per year. This payment must be paid in full at the time of completion of the Non-Resident user application and the corresponding agreement. This fee will permit the use of all Amenity Facilities for one (1) full year from the date of receipt of payment by the District. Each subsequent renewal shall be paid in full on the anniversary date of application for use of the Amenity Facilities by the Non-Resident User. Such fee may be increased, not more than once per year, by action of the Board of Supervisors, to reflect increased costs of operation of the Amenity Facilities. The use of the Amenity Facility is not available for commercial purposes.

Notwithstanding the foregoing, the Green Ribbon Trail shall be available to the general public, without fee or charge, and is not subject to the Annual User Fee.

GUESTS

- (A) Residents or Non-Resident Users who have a Guest are responsible for any and all actions taken by such Guest. Violation by a Guest of any of these Polices as set forth by the District could result in loss of that Patron's privileges and membership.
- (B) Residents or Non-Resident Users may bring no more than four (4) persons per household as guests to the Amenities at one time.

RENTER'S PRIVILEGES

- (A) Property Owners who rent out or lease out their residential unit(s) in the District shall have the right to designate the Renter of their residential unit(s) as the beneficial users of the Property Owners Amenity Facilities privileges.
- (B) In order for the Renter to be entitled to use the Amenity Facilities, the Renter must complete the Non-Resident User application and sign the accompanying agreement. The Annual User Fee will then be waived for the Renter. A Renter who is designated as the beneficial user of the Resident's membership shall be entitled to the same rights, privileges, and responsibilities to use the Amenity Facilities as the Resident.
- (C) During the period when a Renter is designated as the beneficial user of the Property Owner's privilege to use the Amenity Facilities, the Property Owner shall not be entitled to use the Amenity Facilities with respect to that property.
- (D) Property Owners shall be responsible for all charges incurred by their Renters which remain unpaid after the customary billing and collection procedure established by the District. Property Owners are responsible for the deportment of their respective Renter.
- (E) Renters shall be subject to such other rules and regulations the Board may adopt from time to time.

AMENITY FACILITY OPERATIONS

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

Emergencies: After contacting 911 if required, all emergencies and injuries must be reported to the office of the District Manager (phone number 904-436-6270).

District Equipment: All equipment owned by the District and available for use by Patrons and Guests must remain in the Amenity Facilities. Should the equipment be removed damaged, missing pieces or in worse condition than when it was used by a Patron, that Patron will be responsible to the District for any cost associated with repair or replacement of the equipment.

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

GENERAL FACILITY PROVISIONS

All Patrons using the Amenity Facilities are expected to conduct themselves in a responsible, courteous and safe manner, in compliance with all policies and rules of the District governing the Amenity Facilities. Violation of the District's Policies and/or misuse or destruction of Amenity Facility equipment may result in the suspension or termination of the offending Patron's Amenity Facility privileges.

- (A) One (1) Facility Access Fob will be issued to each lot within the District and fee-paying Non-Resident User; for avoidance of doubt, one (1) is the maximum number of Facility Access Fob allowed per lot or per Non-Resident User at any one time. If a replacement Facility Access Fob must be purchased, requesting party shall be responsible for the actual cost to replace the same.
- (B) The Board reserves the right to amend, modify, or delete, in part or in their entirety, these Policies when necessary, at a duly-noticed Board meeting and may, as a courtesy or if required by applicable law, notify Residents and Non-Resident Users of anticipated changes or changes made. Residents and Non-Resident Users are responsible for keeping up to date with the latest Policies. However, in order to change or modify rates or fees beyond the increases specifically allowed for by the District's rules and regulations, the Board must hold a duly-noticed public hearing on said rates and fees. The invalidity or unenforceability of any one or more provisions of these Policies shall not affect the validity or enforceability of the remaining portions of the Policies, or any part thereof.
- (C) 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.
- (D) Fireworks of any kind are not permitted anywhere at or on the Amenity Facilities or adjacent areas.

- (E) The Board of Supervisors (as an entity), its appointee, the District Manager, and the Amenity Manager shall have full authority to enforce these policies.
- (F) Smoking and vaping are not permitted at any of the Amenity Facilities or District lands as designated by law.
- (G) Glass and other breakable items are not permitted at any Amenity Facility.
- (H) Patrons and their Guests shall treat all staff members with courtesy and respect.
- (I) Off-road bikes/vehicles are prohibited on all property owned, maintained and operated by the District or on any of the Amenity Facilities.
- (J) The District will not offer childcare services to Patrons at any of the Amenity Facilities.
- (K) Skateboarding and rollerblading are not allowed on the Amenity Facilities property at any time. This includes, but is not limited to, the amenity center, tennis courts, playground area, and sidewalks surrounding these areas.
- (L) Events/Performances at any Amenity Facility, including those by outside entertainers, must be approved in advance by the District Manager.
- (M) Alcoholic beverages are not permitted at any District owned facility or property at any time. This rule does not apply to special events with all applicable permits.
- (N) Firearms or any other weapons are not permitted in any of the Amenity Facilities unless otherwise authorized pursuant to Florida law.
- (O) The Amenity Manager reserves the right to authorize all programs and activities, including the number of participants, equipment and supplies usage, facility reservations, etc., at all Amenity Facilities, except usage and rental fees, if any, that have been established by the Board.
- (P) Loitering (the offense of standing idly or prowling in a place, at a time or in a manner not usual for law-abiding individuals, under circumstances that warrant a justifiable and reasonable alarm or immediate concern for the safety of persons or property in the vicinity) is not permitted at any Amenity Facility.
- (Q) All Patrons shall abide by and comply with any and all federal, state and local laws and ordinances while present at or utilizing the Amenity Facilities and shall ensure that any minor for whom they are responsible also complies with the same.
- (R) Generally, the District does not allow private business activities on District property, including but not limited to the Amenities. Private businesses are subject to and must comply with all applicable federal, State and local laws, rules, and ordinances regarding such private business activity, including but not limited to proper licensure and registration.

LOSS OR DESTRUCTION OF PROPERTY OR INSTANCES OF PERSONAL INJURY

- (A) Each Patron, as a condition of use 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 or in any of the Amenity Facilities.
- (B) No person shall remove from the room in which it is placed, or from any Amenity Facility, any property or furniture belonging to the District or its contractors without proper authorization from the District Manager or the Board. Residents and Non-Resident Users 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, which is caused by a Resident or Non-Resident User or a Guest or family member(s) of the same. The District reserves the right to pursue any and all legal and equitable measures necessary to remedy any losses it suffers due to property damage or personal injury caused by a Resident or Non-Resident User or a Guest or family member(s) of the same.
- (C) Any Patron 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' owners, the District, the Board of Supervisors, District employees, District representatives, District contractors and District agents, harmless from 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, contractors or agents. Any Patron shall have, owe, and perform the same obligation to the District and their respective operators, supervisors, employees, representatives, contractors, and agents hereunder with respect to any loss, cost, claim, injury, damage or liability sustained or incurred by any Guest or Patron.
- (D) Should any party bound by these Policies bring suit against the District, the Board of Supervisors or staff, agents or employees of the District, or any Amenity Facility operator or its officers, employees, representatives, contractors or agents in connection with any event operated, organized, arranged or sponsored by the District or any other claim or matter in connection with any event operated, organized, arranged or sponsored by the District, and fail to obtain judgment therein against the District or the Amenity Facilities' operators, officers, employees, representatives, contractors or agents, said party bringing suit shall be liable to the prevailing party (i.e. the District, etc.) 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.

GOLF CART USE POLICIES

- (A) The use of golf carts is permitted on designated County roads and designated, multi-use paths within Wildlight, in accordance with all applicable State and local laws.
- (B) Golf cart use is permitted from sunrise to sunset. Golf cart use between sunset to sunrise is prohibited.
- (C) Golf carts are required to be registered with Nassau County in accordance with County requirements.
- (D) Golf cart operators must meet the minimum age, permit and/or licensure requirements in accordance with section 316.212, Florida Statutes, as amended, and applicable local laws.
- (E) Persons driving golf carts within the District shall comply with all applicable provisions of Chapter 316, Florida Statutes, including, but not limited to, compliance with all traffic control device and all traffic rules and regulations, including but not limited to adhering to speed limits, stop signs, and other posted signage.
- (F) Golf carts are prohibited on sidewalks, non-multi-use trails, pedestrian and bicycle boardwalks, common areas, parks, lawns and landscape.
- (G) Operators must always yield to pedestrians and bicyclists on multi-use paths.
- (H) Extra caution should be taken when approaching crosswalks and intersections.
- (I) Golf carts must be equipped with efficient brakes; reliable steering apparatus; safe tires; a rearview mirror; and red reflectorized warning devices in both the front and rear.
- (J) Operators must ensure the safe operation of golf carts at all times. This includes not exceeding the recommended number of passengers for operator's golf cart.
- (K) Golf carts must be parked in designated parking spaces with up to two (2) golf carts per space.
- (L) BY OPERATING GOLF CARTS, EACH OPERATOR ASSUMES ALL RISK FOR INJURIES AND DAMAGES.

PARK POLICIES

- (A) Open for use from Dawn to Dusk
- (B) **USE AT YOUR OWN RISK**
- (C) Children **MUST** be accompanied by an adult.
- (D) Equipment is available on a first-come, first-served basis.
- (E) Equipment and surfaces may be hot, patrons use at their own risk and should use caution.
- (F) Proper footwear is required. No bare feet.
- (G) Glass containers, tobacco products, alcohol and drugs are prohibited.
- (H) The use of obscene speech or disruptive behavior is discouraged.
- (I) The use of inflatables or bounce houses is prohibited.
- (J) Pets must always be on a leash and owners should immediately clean-up after them.
- (K) No animals are allowed on the equipment.
- (L) Patrons and guests must remove any debris and other items brought with them.

IN CASE OF EMERGENCY CALL 911

Report maintenance issues or concerns to the Community Manager at 904-530-1559 or to the East Nassau Stewardship District at 877-276-0889.

POND USE POLICY

EAST NASSAU STEWARDSHIP DISTRICT OWNED PONDS

(A) Following Pond is open for recreational use:

- Whistling Duck Pond

Only those Ponds designated herein are open for recreational use, subject to the Pond Use Policies. See **Recreational Ponds Map** for details.

(B) Recreational Ponds Hours of Operation:

- Daily: **Dawn to Dusk**

(C) Refer to <https://eastnassausd.net> for the most recent version of the Pond Use Policies.

INTRODUCTION AND DISCLAIMER

It is important to note that the ponds, stormwater management facilities, and any and all bodies of water (collectively referred to as “Ponds”) are natural habitats to wildlife living within the community of East Nassau Stewardship District (“District”). Please remember to always observe your surroundings.

The District Ponds primarily function as detention 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.

District Ponds may be deep and those participating in recreational activities in District Ponds do so at their own risk. The District recommends use of appropriate safety equipment during any such activities. Any person entering upon or near, or otherwise using any Ponds or other water bodies and related facilities within or adjacent to the community shall be responsible for his or her own personal safety relating to such entry and use and shall assume all risks of personal injury, including death, relating to such entry or use. Any person utilizing the Ponds understands and acknowledges that they are using the Ponds at their own risk, and Ponds present hazards which may include but are not limited to alligators, snakes, other wildlife, toxic algae, parasites, bacteria, and amoeba. The District shall not in any way be a guardian or insurer of safety relating to the presence, entry upon, or use of any water bodies or features within or adjacent to the community and shall not be held responsible for any personal injury or death, property damage, or any other loss due to, arising out of, or related to use of such Ponds and water features for any purpose.

PONDS ARE NOT SUPERVISED. IN THE EVENT OF AN EMERGENCY CALL 911.

To report concerns, please contact East Nassau Stewardship District at 877-276-0889 or Community Manager at 904-530-1559.

GENERAL

- (A) Do not approach, feed, bother, or otherwise disturb the alligators and other wildlife that may be present in the Ponds or Lake surroundings. Immediately report any aggressive behavior to the District or the Community Manager.
- (B) No foreign materials may be disposed of in the District Ponds, 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. Dispose of such trash, debris or foreign objects only in designated trash bins or take with you to properly dispose of same.
- (C) Except for District owned, managed, and operated docks, no docks or other structures, whether permanent or temporary, shall be constructed and placed in any of District Ponds.
- (D) Any hazardous condition concerning the District Ponds must immediately be reported to the District, the Community Manager and the proper authorities.
- (E) District Ponds are subject to environmental permits; therefore, the rules provided herein may be subject to change in accordance with such permits, in the District's sole discretion.

NO SWIMMING IN PONDS

- (A) Wading and swimming is **strictly prohibited** in any District owned or managed Ponds or other bodies of water.
- (B) All underwater sports and activities are **strictly prohibited**.
- (C) Diving, running, and/or flipping off of any of the District dock is **strictly prohibited**.

BOATING

- (A) Approved watercraft launch areas are identified on the Recreational Ponds Map, which can be found on <https://eastnassausd.net>.
- (B) **Non-motorized or non-combustible** boats such as kayaks, canoes and pedal boats are **only allowed** on those Ponds specified in the Recreational Ponds Map.
- (C) **Any and all motorized-watercraft and combustible-engine watercraft are strictly prohibited** on all Ponds. This shall not apply to operation of motorized watercraft by an agent of the District while acting within the scope of its duties.
- (D) The owner and operator of a non-motorized watercraft or vessel is responsible for carrying, storage, maintenance and use of the safety equipment required by the United States Coast Guard, and Chapters 327 and 328, Florida Statutes, as applicable.
- (E) All operators of watercraft and vessels operating upon District Ponds shall comply with all applicable federal, state and local laws, rules and regulations pertaining to boating and navigational safety.

- (F) In order to prevent damage to the storm water management system, no watercraft or vessel shall be tied, or otherwise secured, to the lake bank.

FISHING

- (A) "Catch and release" fishing is permitted in approved District owned or managed bodies of water. Approved fishing locations are identified on the Recreational Ponds Map, which can be found on <https://eastnassausd.net>.
- (B) Fish shall not be removed from District owned or managed Ponds.
- (C) Cast netting is prohibited.
- (D) Patrons shall not trespass on private residential property or enter upon any service areas for District staff or maintenance personnel to access District Ponds.
- (E) All patrons must follow all applicable laws, rules and regulations with respect to fishing applicable to the Ponds, which may include obtainment of valid Florida Fish and Wildlife Conservation Commission (FWCC) fishing license.
- (F) Only authorized personnel are allowed to introduce or stock any of the bodies of water.

RECREATIONAL PONDS MAP



TRAILS POLICIES

EAST NASSAU STEWARDSHIP DISTRICT OWNED TRAILS

These trails pass through and along private property. For your own safety and to respect the rights of the property owners please always remain on the trails.

- (A) Trails are open from Dawn to Dusk.
- (B) These are shared use trails for pedestrians and bicycles **ONLY**.
- (C) Use of trails is at user's own risk.
- (D) Trails and boardwalks may be slippery.
- (E) Trails closures must be strictly obeyed.
- (F) The bicycle speed limit is 15 mph.
- (G) Pets must always be on a leash.
- (H) Clean up after your pets.
- (I) No trash shall be deposited on the trails.
- (J) Do not cause public inconvenience, annoyance, or alarm by making unreasonably loud noise.
- (K) Weapons, fires, fireworks, alcohol, smoking, or vaping are strictly prohibited.
- (L) No unauthorized vehicles or motorized personal transportation devices on trails.
- (M) Do not disturb, approach, or feed the wildlife. Users may encounter Natural Florida Wildlife, deer, snakes, etc.

IN THE EVENT OF AN EMERGENCY CALL 911.

To report concerns or group permits, please contact East Nassau Stewardship District at 877-276-0889 or Community Manager at 904-530-1559.

USE AT OWN RISK; INDEMNIFICATION

ANY PATRON, GUEST, OR OTHER PERSON WHO PARTICIPATES IN THE ACTIVITIES (AS DEFINED BELOW), SHALL DO SO AT HIS OR HER OWN RISK, AND SHALL INDEMNIFY, DEFEND, RELEASE, HOLD HARMLESS, AND FOREVER DISCHARGE THE DISTRICT AND ITS CONTRACTORS, AND THE PRESENT, FORMER, AND FUTURE SUPERVISORS, STAFF, OFFICERS, EMPLOYEES, REPRESENTATIVES, AGENTS, AND CONTRACTORS OF EACH (TOGETHER, "INDEMNITEES"), FOR ANY AND ALL LIABILITY, CLAIMS, LAWSUITS, ACTIONS, SUITS OR DEMANDS, WHETHER KNOWN OR UNKNOWN, IN LAW OR EQUITY, BY ANY INDIVIDUAL OF ANY AGE, OR ANY CORPORATION OR OTHER ENTITY, FOR ANY AND ALL LOSS, INJURY, DAMAGE, THEFT, REAL OR PERSONAL PROPERTY DAMAGE, EXPENSES (INCLUDING ATTORNEY'S FEES, COSTS AND OTHER EXPENSES FOR INVESTIGATION AND DEFENSE AND IN CONNECTION WITH, AMONG OTHER PROCEEDINGS, ALTERNATIVE DISPUTE RESOLUTION, TRIAL COURT, AND APPELLATE PROCEEDINGS), AND HARM OF ANY KIND OR NATURE ARISING OUT OF, IN WHOLE OR IN PART, THE PARTICIPATION IN THE ACTIVITIES, BY SAID PATRON, GUEST, OR OTHER PERSON, AND ANY OF HIS OR HER GUESTS AND ANY MEMBERS OF HIS OR HER FAMILY.

SHOULD ANY PATRON, GUEST, OR OTHER PERSON, BRING SUIT AGAINST THE INDEMNITEES IN CONNECTION WITH THE ACTIVITIES OR RELATING IN ANY WAY TO THE AMENITIES, AND FAIL TO OBTAIN JUDGMENT THEREIN AGAINST THE INDEMNITEES, SAID PATRON, GUEST, OR OTHER PERSON SHALL BE LIABLE TO THE DISTRICT FOR ALL ATTORNEY'S FEES, COSTS, AND OTHER EXPENSES FOR INVESTIGATION AND DEFENSE AND IN CONNECTION WITH, AMONG OTHER PROCEEDINGS, ALTERNATIVE DISPUTE RESOLUTION, TRIAL COURT, AND APPELLATE PROCEEDINGS. THE WAIVER OF LIABILITY CONTAINED HEREIN DOES NOT APPLY TO ANY ACT OF INTENTIONAL, WILLFUL OR WANTON MISCONDUCT BY THE INDEMNITEES.

FOR PURPOSES OF THIS SECTION, THE TERM "ACTIVITIES," SHALL MEAN THE USE OF OR ACCEPTANCE OF THE USE OF THE AMENITIES, OR ENGAGEMENT IN ANY CONTEST, GAME, FUNCTION, EXERCISE, COMPETITION, SPORT, EVENT, OR OTHER ACTIVITY OPERATED, ORGANIZED, ARRANGED OR SPONSORED BY THE DISTRICT, ITS CONTRACTORS OR THIRD PARTIES AUTHORIZED BY THE DISTRICT. THE DISTRICT MAY, IN ITS SOLE DISCRETION, IMPLEMENT A CONSENT AND WAIVER FORM FOR ANY PARTICULAR ACTIVITY ON DISTRICT PROPERTY; PLEASE CONTACT THE DISTRICT FOR ANY SPECIAL EVENTS.

SOVEREIGN IMMUNITY

Nothing herein shall constitute or be construed as a waiver of the Districts' limitations on liability contained in Section 768.28, F.S., or other statutes or law.

SEVERABILITY

The invalidity or unenforceability of any one or more provisions of these rules, policies and rates shall not affect the validity or enforceability of the remaining provisions, or any part of the rules, policies and rates not held to be invalid or unenforceable.

AMENDMENTS / WAIVERS

The Board in its sole discretion may amend these rules, policies, and rates from time to time. The Board may also elect in its sole discretion at any time to grant variances and/or waivers to any of the provisions of these rules, policies, and rates.

SUSPENSION AND TERMINATION OF ACCESS RULE

Law Implemented: s. 120.69, Fla. Stat. (2024) and Chapter 2017-206, Laws of Florida
Effective Date: November 21, 2024

In accordance with Chapter 2017-206, *Laws of Florida*, and Chapter 120 of the Florida Statutes, and on November 21, 2024, at a duly noticed public meeting, the Board of Supervisors (“Board”) of the East Nassau Stewardship District (“District”) adopted the following rules / policies to govern disciplinary and enforcement matters.

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

2. General Rule. All persons using the Amenities and entering District properties are responsible for compliance with the rules and policies established for the safe operations of the District’s Amenities.

3. Access Cards / Key Fobs. Access cards and key fobs, if any, 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 of any person and members of their household to use all or a portion of the Amenities for any of the following acts (each, a “Violation”), depending on the severity of the Violation:

- a. Submitting false information on any application for use of the Amenities, 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 key fob or access card or otherwise facilitating or allowing unauthorized use of the Amenities;
- 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., Amenity Rules);
- 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;

- I. 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 committing any of the above Violations.

Termination of Amenity access 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 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 is responsible 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 access, any applicable legal action warranted by the circumstances, and/or any Administrative Reimbursement.

7. Removal from Amenities. The District Manager, General Manager, Amenity Manager and onsite staff each have the independent ability to remove any person from the Amenities 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 Amenities. 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 Amenities until a date not later than the next regularly scheduled meeting date of the Board. 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 access cards or key fobs 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 Board's determination of amount of an Administrative Reimbursement and/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, Appeal Request 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 an Amenity Facility, 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 Amenities 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.