

PINE RIDGE PLANTATION COMMUNITY DEVELOPMENT DISTRICT



Policies Regarding District Amenity Facilities

Revised September 16, 2025

USER FEE STRUCTURE

1. The annual user fee for non-resident fee paying families is One Thousand, Five Hundred Dollars (\$1,500.00).
2. Two Facility Access Cards will be issued to each family owning property within the District and non-resident fee paying families, with a maximum of four (4) active Facility Access Cards per family at any time.
3. Patron households are limited to a maximum of five (5) guests at any time.
4. All guests must sign in or register with Amenity Center Staff, and must be accompanied by a Patron (as defined below) at all times.
5. All persons renting or leasing a home from persons owning property in the District pursuant to a current, written lease will be required to obtain Facility Access Cards from the property owner to whom the Facility Access Cards were issued.

DEFINITIONS

“Amenity Center” or **“Amenity Facility”** consists of the Clubhouse, Pool Area (as defined below), fields, tennis / pickleball courts, playground area, parking lots, neighborhood parks, open space and other appurtenances or related improvements, all located in the Pine Ridge Plantation Community Development District.

“Amenity Center Staff” shall mean the persons responsible for daily operation of the Amenity Center, including the Amenity Manager (as defined below), lifeguards, facility attendants, maintenance personnel or any District employee.

“Amenity Manager” shall mean the individual responsible for oversight of the Amenity Center and Amenity Center Staff.

“Board” shall be defined as the District Board of Supervisors.

“District” shall mean the Pine Ridge Plantation Community Development District.

“District Property” shall mean all property owned by the District including, but not limited to, the Amenity Center, courts, field, common areas, parking lots and ponds.

“Patron” shall be defined as persons or entities who own real property within the District and those persons or entities who do not own land within the District who have paid the annual user fee.

“Patron Household” shall be defined as all members of a Patron’s household. Unless specified elsewhere, each member of a Patron Household shall be considered to be a Patron.

“Policies” shall mean these Policies Regarding the District Amenity Facilities.

Except where otherwise specified, the terms **“Pool”**, and **“Swimming Pool”** shall mean the swimming pool and the slide. **“Pool Area”** shall mean all of the above, plus any gazebos, adjacent decks, shade structures, splash pad, and other property or improvements within the fenced area surrounding the pool.

“Sports Fields” shall include athletic fields within the District.

GENERAL PROVISIONS

1. Guests of Patrons must register upon entering the Amenity Center.
2. Except where specified otherwise, children under fifteen (15) years of age must be accompanied by a parent or adult eighteen (18) years of age or older.
3. The Amenity Center’s hours of operations will be 3:00 a.m. to 10:00 p.m. or as established and published by the District from time to time.
4. Alcoholic beverages shall not be served or sold, nor permitted to be consumed on the Amenity Centers premises, except at pre-approved special events, subject to the Facility Rental Policies below. Use of drugs on District property is not allowed.
5. Dogs or other pets (with the exception of licensed service animals) are not permitted at the Amenity Center, including the courts and the field. Where dogs are permitted, they must be leashed at all times.
6. 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.
7. Fireworks of any kind are not permitted in the Amenity Center.
8. These Policies will be reviewed annually and may modified from time to time, when necessary, by:
 - a. The Board at a publicly-noticed Board meeting; or
 - b. The Amenity Manager, upon approval of the Board Chairperson, and subject to Board ratification at the next publicly-noticed Board meeting.
9. The Board, Amenity Center Staff and Amenity Manager have full authority to enforce the District’s policies and rules.
10. Facility Access Cards will be issued to Patrons upon becoming owners of real property within the District or upon payment of the annual user fee. All Patrons must use their card for entrance to the Amenity Center. All lost or stolen Facility Access Cards should be reported immediately to the Amenity Center Manager. There will be a Twenty-Five Dollar (\$25.00)

card replacement fee.

11. Smoking (including e-cigarettes) is prohibited on any district property.
12. Disregard for any Amenity Center rules or policies may result in expulsion from the facility and/or loss of Amenity Center privileges.
13. Glass and other breakable items are not permitted within the gates of the Amenity Center, the courts and the field.
14. Patrons and their guests shall treat Amenity Center Staff with courtesy and respect.
15. Loud, profane, or abusive language is prohibited. Disruptive behavior is also prohibited.
16. The Amenity Center does not offer childcare services to Patrons or guests.
17. Skateboarding is not allowed at the Amenity Center.
18. No vehicular traffic is allowed on any District property that does not have proper roadways established unless they have permission from the District or local government.
19. Insufficient Funds. The District will charge Fifty Dollars (\$50.00) for any check returned due to insufficient funds.

LOSS OR DESTRUCTION OF PROPERTY OR INSTANCES OF PERSONAL INJURY

Each Patron and each guest as a condition of invitation to the premises of the Amenity Center assume sole responsibility for his or her property. The District and its contractors shall not be responsible for the loss or damage to any private property used or stored on the premises of the center, whether in lockers or elsewhere.

No person shall remove from the room in which it is placed or from the Amenity Center's 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 Center, 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.

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 Center's premises, shall do so at his or her own risk, and shall hold the Amenity Center, 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.

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).

GENERAL SWIMMING POOL RULES

THE PINE RIDGE PLANTATION CDD POOL IS A SWIM AT OWN RISK FACILITY

1. The patio, pool deck, swimming pool, and splash pad are open year-round from dawn to dusk. Swimming is permitted dawn to dusk or as posted at the pool. The Pool Area will be closed to allow for scheduled and non-routine pool maintenance and repairs. Swimming after dusk is prohibited by the Florida Department of Health.
2. Bathing load of the swimming pool is 114.
3. Bathing Load of the splash pad is 30.
4. All guests must be accompanied by their Patrons and both parties must sign in upon entry of the Pool Area. Patrons are responsible for the actions of their guests. At any given time, each Patron household is permitted a maximum of five (5) guests at the Pool Area. Patrons and their guests are limited to a maximum of two (2) vehicles at the Amenity Center.
5. Lifeguards and Slide Attendants are on duty only on a seasonal basis. Patrons and guests who use the Swimming Pool do so at their own risk.
6. Children under the age of fifteen (15) years of age and younger must be accompanied by an adult at least eighteen (18) years of age at all times for usage of the pool facility. Patrons fifteen (15) years of age and older must have their own access card. Cards can be purchased at a fee of five (\$5.00) dollars per card.
7. Radios, televisions and the like may be listened to if played at a volume that is not offensive to other Patrons and guests. Determination of an "offensive volume" is in the sole discretion of Amenity Center Staff. Electrical equipment is not allowed around the pool facility.
8. Showers are required before entering the Pool Area; including the splash pad.
9. Glass and other breakable items are not permitted in the Pool Area; including the splash pad.
10. Children under three (3) years of age, and those who are not reliably toilet trained, must wear appropriate swim-diapers, as well as a swimsuit over the swim-diaper, to reduce the health

risks associated with human waste in the Swimming Pool.

11. Play equipment, such as floats, rafts, snorkels, dive sticks, and flotation devices must meet with Amenity Center Staff approval prior to use. Amenity Center Staff reserves the right to discontinue usage of such play equipment during times of peak or scheduled activity at the Swimming Pool, or if the equipment provides a safety concern.
12. Swimming Pool availability may be changed without notice in order to facilitate maintenance of the Amenity Center or scheduled events.
13. Bicycles, skateboards, roller blades, scooters, paddleboards and golf carts are not permitted on the Pool Area or inside the pool gates at any time.
14. 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.
15. Any person swimming when the Swimming Pool is closed will in the sole discretion of the Board, be suspended from using the facility, reported to Clay County Sheriff's Office, issued trespass warrant and prosecuted to the fullest extent of the law.
16. Proper swim attire must be worn in the Pool Area. Cut-offs and thong bathing suits are not allowed as swimwear.
17. No chewing gum is permitted in the Pool Area.
18. Alcoholic beverages are not permitted in the Pool Area.
19. No diving, jumping, pushing, flipping, running or other horseplay is allowed in the Pool Area.
20. For the comfort of others, the changing of diapers or clothes is not allowed in the Pool Area.
21. No one shall pollute the Swimming Pool. Anyone who does pollute the Swimming Pool is liable for any costs incurred in treating and reopening the Swimming Pool.
22. Radio controlled water craft are not allowed in the Swimming Pool.
23. Swimming Pool entrances must be kept clear at all times.
24. No swinging on ladders, fences, or railings is allowed.
25. Pool furniture is not to be removed from the Pool Area, thrown into the pool or otherwise disturbed and should be kept free from inside the splash pad area.

26. No furniture, personal items, food or drink is allowed within 48 inches of edge of pool.
27. Children less than forty-two (42) inches tall are not permitted to ride the slide.
28. Patrons or guests may ride the slide only if they have the ability to: (1) observe all rules; (2) control their descent on the waterslide and (3) swim the width of the recreation pool unassisted. Amenity Center Staff may, at its discretion, require any Patron or guest to demonstrate any or all of the above before the Patron or guest may ride the slide.
29. Only one person may ride the slide at a time, in accordance with manufacturer's recommendation. No shorts with snaps or rivets will be allowed on the slide.
30. Keep arms and hands inside flumes at all times.
31. No flotation devices are allowed on the water slide.
32. For safety reasons, pregnant women and persons with health conditions or back problems should not ride the water slide.
33. The slide may only be used during pool hours when it is attended by District contracted lifeguards at the top and bottom of the slide.

SWIMMING POOL: THUNDERSTORM POLICY/LIGHTNING POLICY

The Amenity Manager is in control of the operation of the Pool Area during thunderstorms and heavy rain. In the absence of the Amenity Manager, lifeguards on duty will control whether swimming is permitted or not during the times the Swimming Pool is attended. During periods of heavy rain, thunderstorms and other inclement weather, the Pool Area will be closed, whether staff is present or not. If heavy rain, thunder and/or lightning occur, everyone will be required to exit the pool and pool areas at the first sound of thunder and/or first sighting of lightning for a waiting period of at least 30 minutes. At any point during the 30-minute waiting period, if thunder and/or lightning is heard or seen, the waiting period will be extended 30-minutes from the last sighting or sound.

SWIMMING POOL: FECES POLICY

1. If contamination occurs, the Pool may be closed as long as necessary for the water to be chemically treated to kill the bacteria and meet Florida Department of Health standards.
2. Parents should take their children to the restroom before entering the Pool Area.
3. Children under three (3) years of age, and those who are not reliably toilet trained, must wear an appropriate lined swim-diaper, and a swimsuit over the swim-diaper.
4. To expedite timeliness of contamination cleanup, please report incidents to staff immediately (in person *or by phone when facility is not staffed*).

THE FIELD, BASKETBALL, TENNIS / PICKLEBALL COURTS

All Patrons and guests using the Fields, Basketball, Tennis / Pickleball Courts are expected to conduct themselves in a responsible, courteous, and safe manner in compliance with all policies and rules of the Pine Ridge Plantation Community Development District governing the Amenity Centers. Disregard or violation of the District's Policies and rules and misuse or destruction of District property may result in the suspension or termination of privileges.

1. The Field and Courts are available for use by Residents and their guests only.
2. The Field is available for use from dawn to dusk.
3. The Basketball and Tennis / Pickleball Courts are open from dawn to 10:00 pm.
4. Use of the Field and Courts may be restricted during the time of District events or maintenance.
5. Play at your own risk.
6. Patrons should use their access card when utilizing the Courts. Climbing on the fence or the gates is not allowed.
7. Permitted beverages at the Courts must be in a non-breakable container with a screw top or sealed lid.
8. Chewing gum is prohibited inside the fence of the Courts.
9. Patrons are responsible for keeping the Fields and the Courts clear of trash.
10. Use of roller blades, bikes, skates, and skateboards are prohibited on the Courts.
11. Proper athletic shoes and attire are required for use of the Courts. Shirt and shoes must be worn at all times.
12. Chairs are not permitted on the Courts.
13. No hanging from the basketball rim or sitting on the tennis / pickleball nets.
14. Patrons should report all vandalism to the Facility Manager or to the Clay County Sheriff's Office non-emergency number.

FITNESS CENTER POLICIES

All Patrons and guests using the Fitness Center are expected to conduct themselves in a responsible, courteous, and safe manner in compliance with all policies and rules of the Pine Ridge Plantation Community Development District governing the Amenity Centers. Disregard or violation of the District's Policies and rules and misuse or destruction of Fitness Center equipment may result in the suspension or termination of Fitness Center privileges.

Please note that the Fitness Center is an unattended facility and persons using this facility do so at their own risk. Amenity Center Staff is not present to provide personal training or exercise consultation to Patrons or guests. Persons interested in using the Fitness Center are encouraged to consult with a physician prior to commencing a fitness program.

1. Hours: The Fitness Center is available for use by Patrons and guests during the hours of 3:00 a.m. to 10:00 p.m.
2. Emergencies: For all emergencies, call 911 immediately. All emergencies and injuries must also be reported to Amenity Center Staff (when present or by emergency contact phone number posted at Amenity Manager's office). For 911 reporting purposes, the amenity center address is 4200 Pine Ridge Parkway, Middleburg, FL 32068.
3. Eligible Users: Patrons and guests eighteen (18) years of age and older are permitted to use the Fitness Center during designated operating hours. Children who are fourteen (14) to seventeen (17) years of age may use the Fitness Center only when accompanied by an adult at least eighteen (18) years of age. No children under thirteen (13) years of age are permitted to use the Fitness Center. At any given time, a Patron at least eighteen (18) years of age may accompany up to two (2) guests at the Fitness Center.

Persons under the age of eighteen (18) must have an executed Parental Release of Liability Form on file at Amenity Centers prior to using the Fitness Center.

4. Proper Attire: Appropriate clothing and footwear (covering the entire foot) must be worn at all times in the Fitness Center. Appropriate clothing includes t-shirts (no tank tops), shorts (no jeans), leotards, and/or sweat suits (no swimsuits).
5. Food and Beverage: Food (including chewing gum) is not permitted within the Fitness Center. Non-alcoholic beverages, however, are permitted in the Fitness Center if contained in non-breakable containers with screw top or sealed lids.
6. General Policies:
 - Each individual is responsible for wiping off fitness equipment after use.
 - Personal training is not offered in the Fitness Center. However, Patrons may retain personal trainers for use at the Fitness Center at the Patron's own expense and risk.
 - Hand chalk is not permitted to be used in the Fitness Center.
 - Radios, tape players and CD players are not permitted unless they are personal units equipped with headphones.

- Weights or other fitness equipment may not be removed from the Fitness Center.
- Please limit use of cardiovascular equipment to thirty (30) minutes if others are waiting.
- Step away from weight equipment between sets if other persons are waiting.
- Return all weights to their original location.
- Any fitness program operated, established and run by the District may have priority over other users of the Fitness Center.
- Wet bathing suits are not allowed in the Fitness Center.

PLAYGROUND POLICIES

The Playground is an unattended facility and persons using the facility do so at their own risk.

1. Hours: The Playground shall be available for use from dawn to dusk.
2. Children under the age of eight (8) must be accompanied by an adult at least eighteen (18) years of age.
3. Playground equipment may only be used for its intended use. Abuse of or climbing on top of equipment is prohibited.
4. Alcoholic beverages, glass containers and other breakable items are prohibited.
5. No roughhousing on the Playground.
6. Persons using the Playground must clean up all food, beverages and miscellaneous trash brought to the Playground.
7. Use of the Playground may be limited from time to time due to a District-sponsored event.
8. Loitering is prohibited.

FACILITY RENTAL POLICIES

Patrons may reserve certain portions of the Amenity Center for private events. Only the Amenity Center Clubhouse and the Outdoor Veranda with five (5) tables are available for rental and reservations may be made no more than six (6) months prior to the event. In addition, each household may rent a portion of the Amenity Center only once per quarter of the calendar year. Persons interested in doing so should contact Amenity Manager regarding the anticipated date and time of the event to determine availability. Please note that all areas of the Amenity Center are unavailable for private events on the following holidays:

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

1. Available Facilities: The Clubhouse is available for private rental for up to five (5) total hours (including set-up and post-event cleanup). There is a maximum number of attendees for the Clubhouse rental of 50. There is NO use of the pool with rental of the Clubhouse. The Outdoor Veranda is available for private rental for up to four (4) hours (including set-up and post-event cleanup.) There is a maximum number of attendees for the Veranda rental of 25. The Veranda rental DOES include use of the pool.

The pool and pool deck are not available for private rental and shall remain open to other Patrons and their guests during normal operating hours. The Patron renting the Amenity Center shall be responsible for any and all damage and expenses arising from the event.

2. Reservations: Patrons interested in reserving the Clubhouse must submit a completed Facility Rental Application to the Amenity Manager. At the time of approval, two (2) checks or money orders (NO CASH) made out to the ***Pine Ridge Plantation Community Development District*** shall be submitted in order to complete the reservation. Please submit all checks and completed rental application to the Amenity Manager. One (1) check should be in the amount of the rental fee, and the other check should be in the amount of the deposit. The Amenity Manager will review the Facility Rental Application on a case-by-case basis and has the authority to reasonably deny a request. Denial of a request may be appealed to the District's Board of Supervisors for consideration.
3. Fees and Deposits. The rental fee and deposit for the use of the District's Clubhouse and Outdoor Veranda for private social gathering are as follows:

	Fee	Deposit
Clubhouse (5 hours)	\$75.00	\$250.00 - Private Party (1-25 attendees) \$500.00 - Private Party (26-50 attendees)
Saturday and Sunday Clubhouse Rental Time Blocks:		
	10:00 a.m. to 3:00 p.m.	
	4:00 p.m. to 9:00 p.m.	
Saturday and Sunday Outdoor Rental Time Blocks:		
	9:00 a.m. to 1:00 p.m.	
	4:00 p.m. to 8:00 p.m.	
Outdoor Veranda (4 hours)	\$75.00	\$250.00 - Private Party (1-25 attendees)

4. Refund of Deposit: **To receive a full refund of the deposit, the following must be completed where applicable:**
 - Ensure that all garbage is removed and placed in the dumpster.
 - Remove all displays, favors or remnants of the event.
 - Restore the furniture and other items to their original position.
 - Wipe off counters, tabletops, sink area, windows, and doors and replace garbage liner in the rented area.
 - Clean out and wipe down the refrigerator, and all cabinets and used appliances.

- Ensure that no damage has occurred to the Amenity Center and its property.
- Patron and Patron's guests are required to adhere to all Amenity Center and pool rules and regulations.
- Failure to comply with such rules and regulations may result in the forfeiture of Patron's deposit.

If additional cleaning is required, the Patron reserving the Clubhouse will be liable for any expenses incurred by the District to hire an outside cleaning contractor. In light of the foregoing, Patrons may opt to pay for the actual cost of cleaning by a professional cleaning service hired by the District. The Amenity Manager shall determine the amount of deposit to return, if any.

Deposit checks will be returned only to the Patron who completed the Facility Rental Application or to a party designated by the Patron at the time of submittal of the Facility Rental Application. Photo identification shall be required for the return of deposit checks.

5. General Policies:

- Patrons are responsible for ensuring that their guests adhere to the policies set forth herein.
- No decorations may be affixed to the walls, doors or any fixtures.
- The Clubhouse may be rented until 10:00 p.m.
- The Outdoor Veranda may be rented until dusk.
- The volume of live or recorded music must not violate applicable Clay County noise ordinances.
- No glass, breakable items or alcohol are permitted on District property, unless pre-approved by Facility Manager per policies set forth by the Board of Supervisors.
- No offensive music, lyrics or profanity is allowed on the Amenity Center premises.
- Event Liability Coverage may be required on a case-by-case basis in the discretion of the Board of Supervisors.

6. Staffing: For private events with twenty-five (25) guests or less, Patrons will not be required to pay for additional staff, unless otherwise required by the District. For events in excess of twenty-five (25) guests, additional staff will be required at a rate established by the **Amenity Manager**.

7. Alcohol Policies:

- 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 application is submitted shall not be permitted to serve alcohol.
- 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.
- Patrons serving alcohol agree to indemnify and hold harmless the District and its 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, 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.

- Patrons must hire a certified bartender to dispense alcohol.

SUSPENSION AND TERMINATION OF ACCESS RULE

1. Introduction. This rule addresses disciplinary and enforcement matters relating to the use of the Amenity Center, Amenity Facility, and other District Property (together, the "Amenities").
2. General Rule. All persons using or entering the Amenities are responsible for compliance with the rules and policies established for the safe operations of the District's Amenities.
3. Access Cards. Access Cards are the property of the District. The District may request surrender of, or may deactivate, a person's Access Card 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 access to the Amenities 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"):
 - 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 facilitates or allows 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., Policies and Procedures);
 - 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 Amenities 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 Amenities 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 Amenities 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 Amenities 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 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 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 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 Amenities, 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.