

**AMELIA WALK  
COMMUNITY DEVELOPMENT DISTRICT**  
**Policies Regarding Use of the District's Amenity Center**  
*(Revised April 18, 2023)*

## **USER FEE STRUCTURE**

1. The annual user fee for an individual not owning property within the District is \$2,000.00. The annual user fee for a non-owner is valid for a maximum of two (2) adults and their dependents, if any.
2. Two facility access cards will be issued to each family **owning** property within the District and nonresident fee-paying families. There shall be a \$25.00 charge to replace any lost, stolen, or broken card. Replacement cards may be obtained by (i) setting up an appointment with the Amenity Manager by calling (904) 225-3147, (ii) sending an e-mail to the Amenity Manager at [Ameliawalkmanager@gmsnf.com](mailto:Ameliawalkmanager@gmsnf.com).
3. All Guests must be accompanied by a Patron (as defined below) at all times. Patrons are limited to a maximum of five (5) guests, per household, at a time. Children fourteen (14) years of age and younger are not considered "registered guests." Patrons must be present in order for guests to use District property.

## **GENERAL PROVISIONS**

1. District property owners and non-resident fee payers ("**Patrons**") must present their access cards or register upon entering the Amelia Walk Amenity Center ("**Amenity Center**") or when using District property.
2. Children under fourteen (14) years of age must be accompanied by a parent or authorized person eighteen (18) years or older.
3. The Amenity Center's hours of operation will be 4:00 a.m. to 10:00 p.m., or as otherwise established herein and as may be published by the District from time to time.
4. Alcoholic beverages shall not be served or sold, nor are they permitted to be consumed on the Amenity Center's premises, except at pre-approved special events. Approval may only be granted by the District's Board of Supervisors (Request must be presented to the Amenity Manager at least 48 hours in advance of the meeting) and will be contingent upon providing proof of event insurance with the District's named as an additional insured.
5. Dogs or other pets (with the exception of service animals, such as "Seeing Eye Dogs") are not permitted at the Amenity Center facilities or grounds. Where dogs are permitted on the grounds, they must be leashed at all times.
6. Vehicles must be parked in designated areas. Vehicles may not be parked on grass lawns, or in any way which blocks the normal flow of traffic.
7. Fireworks of any kind are not permitted anywhere on the facilities or adjacent areas.
8. No Patron, visitor or guest is allowed in the service areas of the facility.
9. The Board of Supervisors reserves the right to amend or modify these policies when necessary and will notify the Patrons of any changes.
10. The Board of Supervisors and Amenity Center personnel have full authority to enforce these rules and regulations.

11. Facility Access Cards will be issued to Patrons at the time they become entitled to use the facilities. All Patrons must use their card for entrance to the Amenity Center. All lost or stolen swipe cards should be reported 3 immediately to Governmental Management Services by calling (904) 225-3147 or by e-mailing the Amenity Manager at [Ameliawalkmanager@gmsnf.com](mailto:Ameliawalkmanager@gmsnf.com).
12. Unauthorized or non-emergency use of the emergency exit door release boxes is prohibited.
13. Smoking is not permitted anywhere in the Amenity Center.
14. Guests must be registered or accompanied by a Patron before entering the Amenity Center or when using District property.
15. Disregard for any Amenity Center rules or policies may result in expulsion from the facility and/or loss of Amenity Center privileges.
16. Glass and other breakable items are not permitted at the Amenity Center.
17. Patrons and their guests shall treat any staff members and other Patrons with courtesy and respect.
18. Children fourteen (14) years of age or younger, are not considered a "registered guest" when accompanying a Patron on District property or when attending a private event.
19. Skateboarding is not permitted in or at the Amenity Center, including all parking lots and sidewalks encompassing the Amenity Center.
20. Bicycles, skateboards, roller blades, scooters and golf carts are not permitted in the Amenity Center.

#### **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 Center assume sole responsibility for his or her property. The District and its contractors shall not be responsible for the loss of damage to any private property used or stored on the premises of the Amenity Center.
2. 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 proper authorization. Amenity Center 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, any guests or any 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 club, 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 of Supervisors, District employees, District representatives, District contractors, and District agents 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 its respective operators, Supervisors, employees, representatives, contractors, or agents. Any Patron shall have, owe, and perform the same obligation to the Amenity Center or District and their respective

operators, Supervisors, employees, representative, contractors, and agents hereunder in respect to any loss, cost, claim, injury, damage or liability sustained or incurred by any guest or family member of such Patron.

4. Should any party bound by these District Policies bring suit against the District or its affiliates, Amenity Center operator, 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 its Amenity Center operator, officers, employee, representative, contractor or agent, 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**

1. At any given time, a Patron may accompany up to five (5) guests at the swimming pool. Patrons and their guests are limited to a maximum of two (2) vehicles at the Amenity Center.
2. Patrons swim at their own risk. Lifeguards are not on duty.
3. Children fourteen (14) 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.
4. Radios, televisions, and the like may be listened to if; no offensive music, lyrics and played at a volume that is not offensive to other members and guests. Electrical equipment is not allowed around the pool facility.
5. Swimming is permitted only during designated hours and as may be consistent with Department of Health and Florida regulations. Hours are seasonal and subject to change.
6. Showers are required before entering the pool.
7. Glass containers and products are not permitted in the pool area.
8. Children under three (3) years of age and those who are not reliably toilet trained must wear rubber-lined swim diapers, as well as a swim suit over the swim-diaper, to reduce the health risks associated with human waste in the swimming pool/deck area.
9. Play equipment, such as floats, rafts, snorkels, dive sticks, and flotation devices are not permitted in the pool. However, children that are learning to swim are permitted to have flotation devices in the pool.
10. Pool availability may be rotated in order to facilitate maintenance of the Amenity Center.
11. Pets, bicycles, skateboards, roller blades, scooters and golf carts are not permitted on the pool deck area inside the pool gates at any time.
12. The District staff 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.

13. Any person swimming when the Amenity Center is closed may be suspended from using the facility. Swimming pool hours will be posted. The swimming pool may be closed one day weekly (to be determined) for maintenance. Guests must be registered or accompanied by a Patron before entering the Amenity Center.
14. Proper swim attire must be worn in the pool. Cut-offs and thong bathing suits are not allowed.
15. No chewing gum is permitted in the pool or on the pool deck area.
16. Alcoholic beverages are not permitted in the pool area.
17. No diving, jumping, pushing, running or other horseplay is allowed in the pool or on the pool deck area.
18. For the comfort of others, the changing of diapers or clothes is not allowed at poolside.
19. No one shall pollute the pool. Anyone who does pollute the pool is liable for any costs incurred in treating and reopening the pool.
20. Radio controlled water craft are not allowed in the pool area.
21. Pool entrances must be kept clear at all times.
22. Smoking is not permitted at the Amenity Center or around the pool area.
23. No swinging on ladders, fences, or railings is allowed.
24. Pool furniture is not to be removed from the pool area.
25. Loud, profane, or abusive language is prohibited.
26. Food and drink are not allowed within six (6) feet of the pool.

#### **SWIMMING POOL: THUNDERSTORM POLICY**

1. The Amenity Manager is in control of the operation of the pool area during thunderstorms, heavy rain and other inclement weather. The Amenity Manager will determine whether swimming is permitted or not during the times the swimming pool is attended.
2. During periods of heavy rain, thunderstorms and other inclement weather, the pool area will be closed. If heavy rain, thunder and/or lightning occur, Patrons and their guests will be required to exit the pool and pool area at the first sound of thunder and/or sighting of lightning for a waiting period of at least 30 minutes.
3. 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. Children under three years of age, and those who are not reliably toilet trained, must wear a rubber lined swim diaper, and a swimsuit over the swim-diaper. Parents should take their children to the restroom before entering the pool.

2. If contamination occurs that is not formed, the pool will be closed for a minimum of 12.75 hours and the water will be shocked with chlorine to kill the bacteria.

### **FITNESS CENTER POLICIES**

1. 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 Amelia Walk Community Development District governing the Amenity Center. 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. Patrons must present their access cards and guests must be registered before entering the Fitness Center.
2. Please note that the Fitness Center is an unattended facility and persons using this facility do so **AT THEIR OWN RISK**. Persons interested in using the Fitness Center are encouraged to consult with a physician prior to commencing a fitness program.
3. The Fitness Center is available twenty-four (24) hours per day for use by Patrons. This is the **ONLY** facility open during these hours – use of the swimming pool and other areas are prohibited except for the hours provided for herein, or as may be posted from time to time.
4. All emergencies and injuries must be reported to 911 and Governmental Management Services by calling (904) 225-3147 or by e-mailing the Amenity Manager at [Ameliawalkmanager@gmsnf.com](mailto:Ameliawalkmanager@gmsnf.com).
5. Patrons sixteen (16) years of age and older are permitted to use the Fitness Center during designated operating hours. Children who are thirteen (13) to fifteen (15) years of age may use the Fitness Center only when accompanied by an Adult. No children twelve (12) years of age and under are permitted in the Fitness Center. Guests may use the Fitness Center if accompanied by an adult Patron.
6. Persons under the age of eighteen (18) must have an executed Parental Release of Liability Form on file at Amenity Center prior to using the Fitness Center. (See attachment)
7. 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).
8. Food (including chewing gum) is not permitted within the Fitness Center. Beverages, however, are permitted in the Fitness Center if contained in non-breakable containers with screw top or sealed lids.
9. General Policies:
  - a) Each individual is responsible for wiping off fitness equipment after use.
  - b) Use of personal trainers is not permitted in the Fitness Center.
  - c) Hand chalk is not permitted to be used in the Fitness Center.
  - d) Radios, tape players and CD players are not permitted unless they are personal units equipped with headphones.
  - e) No bags, gear, or jackets are permitted on the floor of the Fitness Center or on the fitness equipment.
  - f) Weights or other fitness equipment may not be removed from the Fitness Center.
  - g) Please limit use of cardiovascular equipment to 30-minutes and step aside between multiple sets on weight equipment if other persons are waiting.
  - h) Any fitness program operated, established and run by the Amelia Walk Amenity Center may have priority over other users of the Fitness Center.
  - i) Wet bathing suits are not allowed in the Fitness Center.

- j) Strollers and infant carry seats are not allowed in the Fitness Center.

### **TENNIS FACILITY POLICIES**

1. All Patrons and guests using the Tennis Facility are expected to conduct themselves in a responsible, courteous and safe manner in compliance with all policies and rules of the Amelia Walk Community Development District governing the amenity facilities. Disregard or violation of the District's policies and rules and misuse or destruction of Tennis Facility equipment may result in the suspension or termination of Tennis Facility privileges. Guests may use the Tennis Facility if accompanied by an adult Patron.
2. Please note that the Tennis Facility is an unattended facility and persons using the facility do so at their own risk. Persons interested in using the Tennis Facility are encouraged to consult with a physician prior to using the facility.
3. All emergencies and injuries must be reported to 911 and Governmental Management Services by calling (904) 225-3147 or by e-mailing the Amenity Manager at [Ameliawalkmanager@gmsnf.com](mailto:Ameliawalkmanager@gmsnf.com).
4. Proper tennis shoes and attire is required at all times while on the courts.
5. The tennis courts are available on a first come, first serve basis. Each Patron and the Patron's guests are limited to the use of one (1) tennis court for a period no longer than 1 hour when others are waiting.
6. General Policies:
  - a) Proper tennis etiquette shall be adhered to at all times. The use of profanity or disruptive behavior is prohibited.
  - b) Persons using the Tennis Facility must supply their own equipment (rackets, balls, etc.).
  - c) The Tennis Facility is for the play of tennis only. Pets, roller blades, bikes, skates, skateboards, and scooters are prohibited within the tennis facility.
  - d) Beverages are permitted at the Tennis Facility if contained in non-breakable containers with screw top or sealed lids. No glass containers are permitted on the tennis courts.
  - e) No chairs other than those provided by the District are permitted on the tennis courts.
  - f) Chairs, trash cans, benches and any additional District property used for the tennis court facility shall remain in the tennis court facility.
  - g) Children under the age of fourteen (14) are not allowed to use the Tennis Facility unless accompanied by an adult Patron.

### **PLAYGROUND POLICIES**

1. 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 Patron.
3. Children eleven (11) years and older are not permitted to play on the playground equipment.
4. No roughhousing on the playground.
5. Persons using the playground must clean up all food, beverages and miscellaneous trash brought to the playground.

6. Use of the playground may be limited from time to time due to a sponsored event, which must be approved by the District Manager.
7. The use of profanity or disruptive behavior is prohibited.

### **MULTIPURPOSE FIELD POLICIES**

1. All Patrons and guest(s) using the Multipurpose Field are expected to conduct themselves in a responsible, courteous and safe manner in compliance with all policies and rules of the Amelia Walk Community Development District governing the amenity facilities. Disregard or violation of the District's policies and rules and misuse or destruction of Multipurpose Field equipment may result in the suspension or termination of Multipurpose Field privileges. Guest(s) may use the Multipurpose Field is accompanied by an adult Patron.
2. Please note that the Multipurpose Field is an unattended facility and persons using the facility do so at their own risk. Persons interested in using the Multipurpose Field are encouraged to consult with a physician prior to using the facility.
3. Patrons and guest(s) ten (10) years of age and older are permitted to use the Multipurpose Field. Children under the age of ten (10) must be accompanied by an adult eighteen (18) years of age or older. Households may accompany up to five (5) guests.
4. The Multipurpose Field shall be available from dawn until dusk.
5. All emergencies and injuries must be reported to 911 and Governmental Management Services by calling (904) 225-3147 or by e-mailing the Amenity Manager at [Ameliawalkmanager@gmsnf.com](mailto:Ameliawalkmanager@gmsnf.com).
6. Patrons may reserve the Multipurpose Field by submitting a request to the Amenity Center Manager. Reservations may be made up to a week in advance per three (3) hour period. A household may hold only one (1) reservation at any given time. If the Patron is twenty (20) minutes late for their reservation, the reservation shall be forfeited. When not subject to a reservation, the Multipurpose Field is available for a first-come, first serve basis.
7. The Multipurpose Field is not to be used for events other than athletic events, Board approved reservations or District sponsored events.
8. Pets shall be leashed at all times. Bicycles, skates, skateboards, roller blades, scooters and motorized vehicles of any kind are not permitted on the Multipurpose Field.
9. Alcoholic beverages, glass containers and other breakable items are prohibited.
10. The use of profanity or disruptive behavior is prohibited.
11. Patrons must bring their own sports equipment (i.e. soccer balls, footballs, etc.).
12. Persons using the Multipurpose Field must clean up all food, beverage and miscellaneous trash brought to the Multipurpose Field.
13. The use of the Multipurpose Field may be limited from time to time due to a District sponsored event.



14. Athletic Teams that wish to the Multipurpose Field are required to obtain the Board's approval. If approved, proper documentation will be required, in addition to signing and fulfilling a Third Party Agreement with Amelia Walk Community Development District.

### FACILITY RENTAL POLICIES

1. Patrons may reserve for rental certain portions of the Amenity Center for private events. Only a portion of the Amenity Center is available for rental at any given time and reservations must be made and approved at least two (2) weeks and no more than four (4) 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 Governmental Management Services regarding the anticipated date and time of the event to determine availability by (i) calling (904) 225-3147, (ii) sending an e-mail to the Amenity Manager at [Ameliawalkmanager@gmsnf.com](mailto:Ameliawalkmanager@gmsnf.com).

2. Except for the Covered Pavilion at the Tennis Courts and the Multipurpose Field, please note that the balance of the Amenity Center is unavailable for private events on the following holidays:

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

3. Certain areas of the Amenity Center available for private rental (capacity; rental fee established by rule) for up to four (4) total hours (including set-up and post-event cleanup). Those areas include:

- a) Gathering Room (Including the kitchen, screened porch, covered veranda and sun deck.)
- b) Activity Room
- c) Covered Pavilion at the Tennis Court
- d) Multipurpose Field

4. The pool and pool deck area of the Amenity Center is not available for private rental and shall remain open to other Patrons and their guests during normal operating hours.

5. The Patron renting any portion of the Amenity Center shall be responsible for any and all damage and expenses arising from the event.

6. Patrons interested in reserving certain areas of the Amenity Facility must submit a completed Amenity Central Rental Application and Agreement to Governmental Management Services by submitting a hardcopy via e-mail to the Amenity Manager at [Ameliawalkmanager@gmsnf.com](mailto:Ameliawalkmanager@gmsnf.com) or bringing a copy to the office at the amenity center.

7. At the time of submittal, Patron will be required to pay to the Amelia Walk Community Development District a Rental Fee and Deposit in order to reserve the desired area of the Amenity Center. If application is submitted on online, Patron will be required to pay with two checks. One (1) check should be in the amount of the Rental Fee and the other check should be in the amount of the Deposit. Governmental Management Services will review and approve the Amenity Center Rental Application and Agreement on a case-by-case basis and shall

have the authority to reasonably deny a request. Denial of a request may be appealed to the District’s Board of Supervisors for consideration.

8. Additional hours are available at the per-additional hourly rate. Patrons may reserve the Covered Veranda, Sun Deck, Covered Pavilion at the Tennis Court and the Multipurpose Field by contacting the Amenity Center Manager. When not the subject of a reservation, the Covered Veranda, Sun Deck, Covered Pavilion at the Tennis Court and the Multipurpose Field are available on a first come, first serve basis.
9. The rental rates as set forth below include a four (4) hour block of time. Additional hours beyond four (4) are available at the designated per hour rental fee.
10. The rental fees and deposits for the use of the District’s recreational facilities for private social gatherings are as follows:

<b>Amelia Walk Facility Rental Fee (4 hours)</b>	<b>Fee</b>	<b>Deposit</b>
Gathering Room (including the kitchen, screened porch, covered veranda, and sun deck.)	\$114.00	\$250 – Private Party (1-25 attendees) \$500 – Private Party (25-50 attendees)
Activity Room	\$89.00	\$75
Covered Pavilion at Tennis Court and the Multipurpose Field	\$89.00	\$75
	\$15.00	\$35
Additional Hourly Rental Fee (per additional hour except when renting Covered Pavilion; only \$10)	\$26.00	N/A

11. Refund of Deposit: To receive a full refund of the deposit, the following must be completed where applicable:
  - a) Ensure that all garbage is removed and placed 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) Clean out and wipe down the refrigerator, and all cabinets and appliances used.
  - g) Clean any windows and doors in the rented area.
  - h) Ensure that no damage has occurred to the Amenity Center and its property.
  - i) Patron and Patron’s guests are required to adhere to all Amenity Center and pool rules and regulations.
  - j) Failure to comply with such rules and regulations may result in the forfeiture of Patron’s deposit.
12. If additional cleaning is required, the Patron reserving the area under the Pavilion area 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.
13. General Policies:
  - a) Patrons are responsible for ensuring that their guests adhere to the policies set forth herein.
  - b) Certain areas of the Amenity Center may be rented after its normal operating hours until 12 a.m.
  - c) The volume of live or recorded music must not violate applicable Nassau County noise ordinances.
  - d) No glass, breakable items or alcohol are permitted in or around the pool deck area.

## SUSPENSION AND TERMINATION OF ACCESS RULES

1. **Introduction.** This rule addresses disciplinary and enforcement matters relating to the use of the amenities and other properties owned and managed by the District (“Amenity Center” or “Amenity Facilities”).
2. **General Rule.** All persons using the Amenity Facilities and entering District properties are responsible for compliance with the rules and policies established for the safe operations of the District’s Amenity Facilities.
3. **Patron Card.** Patron Cards are the property of the District. The District may request surrender of, or may deactivate, a person’s Patron Card for violation of the District’s rules and policies established for the safe operations of the District’s Amenity Facilities.
4. **Suspension and Termination of Rights.** The District, through its Board, District Manager, and Amenity Manager shall have the right to restrict or suspend, and after a hearing as set forth herein, terminate the Amenity Facilities access of any Patron and members of their household or Guests to use all or a portion of the Amenity Facilities 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 Patron Card or otherwise facilitating or allowing 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., Amenity Policies);
  - g) Treating the District’s staff, contractors, representatives, residents, 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, amenities management, contractors, representatives, residents, 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, 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 committing any of the above Violations.

Termination of access to the District’s Amenity Facilities 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, Patrons or Guests. The Board, in its sole discretion and upon motion of any Board member, may vote to rescind a termination of access to the Amenity Facilities.

5. **Authority of District Manager and Amenity Manager.** The District Manager, Amenity Manager or their designee has the ability to remove any person from one or all Amenities if a Violation occurs or if in his/her reasonable discretion it is the District's best interests to do so. The District Manager, Amenity Manager or their designee may each independently at any time restrict or suspend for cause or causes, including but not limited to those Violations described above, any person's privileges to use any or all of the Amenities until the next regularly scheduled meeting of the Board of Supervisors that is at least eight (8) days after the initial suspension, as evidenced by the date of notice sent by certified electronic or other mail service or longer if such individual requests deferment of his or her right to due process. 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.
6. **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 actual 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).
7. **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 access, any applicable legal action warranted by the circumstances, and/or any Administrative Reimbursement.
8. **Initial Hearing by the Board; Administrative Reimbursement; Property Damage Reimbursement.**
  - a) If a person's Amenity Facilities privileges are suspended, as referenced in Section 5, a hearing shall be held at the next regularly scheduled Board meeting that is at least eight (8) days after the initial suspension, as evidenced by the date of notice sent by certified electronic or other mail service or as soon thereafter as a Board meeting is held if the meeting referenced in the letter is canceled, during 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 if they so choose. Any written materials should be submitted at least seven (7) days before the hearing for consideration by the Board. If the date of the suspension is

less than eight (8) days before a Board meeting, the hearing may be scheduled for the following Board meeting at the discretion of the suspendee.

- b) The person subject to the suspension may request an extension of the hearing date to a future Board meeting, which shall be granted upon a showing of good cause, but such extension shall not stay the suspension.
- c) 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.
- d) The Board shall also determine whether an Administrative Reimbursement is warranted and, if so, set the amount of such Administrative Reimbursement.
- e) 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.
- f) 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.

9. **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 5, and the hearing shall be conducted in accordance with Section 8.
10. **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.
11. **Appeal of Board Suspension.** After the hearing held by the Board required by Section 8, 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"), as referenced in Section 8(e). 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 8(f), 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.

- 12. 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.
- 13. Severability.** If any section, paragraph, clause or provision of this rule shall be held to be invalid or ineffective for any reason, the remainder of this rule shall continue in full force and effect, it being expressly hereby found and declared that the remainder of this rule would have been adopted despite the invalidity or ineffectiveness of such section, paragraph, clause or provision.