

**WYNNFIELD LAKES  
COMMUNITY DEVELOPMENT DISTRICT**

**Policies Regarding District  
Amenity Center**

**Amended September 18, 2024**

### USER FEE STRUCTURE

- (1) The annual user fee for persons not owning property within the District is **\$3,200.00**.
- (2) Two Facility Access Cards will be issued to each family owning property within the District and non-resident fee paying families. There is a **\$25.00** charge to replace lost cards.
- (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.

### GENERAL PROVISIONS

- (1) For all emergencies, call 911. Report all incidents to the Amenity Center attendant during regular business hours at (904) 565-9385, as well as the District Manager at (904)940-5850.
- (2) District property owners and non-resident fee payers ("Patrons") must present their access cards and register upon entering the Wynnfield Lakes Amenity Center ("Amenity Center").
- (3) Children under fourteen (14) years of age must be accompanied by a parent or authorized person eighteen (18) years or older.
- (4) The Amenity Center's hours of operation will be 6:00 a.m. to 9:00 p.m., as established and published by the District.
- (5) Alcoholic beverages shall not be served or sold, nor 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 (present request to Amenity Center Manager in advance of the meeting) and will be contingent upon providing proof of event insurance with the District named an additional insured.
- (6) Dogs or other pets (with the exception of "Service Animals") are not permitted at the Amenity Center facilities or grounds. Where dogs are permitted on the grounds, they must be leashed at all times.
- (7) 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.
- (8) Fireworks of any kind are not permitted anywhere on the facilities or adjacent areas.
- (9) No Patron, visitor or guest is allowed in the service areas of the facility.
- (10) The Board of Supervisors reserves the right to amend or modify these policies when necessary and will notify the Patrons of any changes.
- (11) The Board of Supervisors and personnel of the Amenity Center have full authority to enforce these rules and regulations.

- (12) Facility Access Cards will be issued to Patrons at the time their membership commences. All Patrons must use their card for entrance to the Amenity Center. All lost or stolen swipe cards should be reported immediately to the Amenity Center Manager. There will be a **\$25.00** replacement card fee.
- (13) Smoking and vaping are not permitted anywhere in the Amenity Center.
- (14) Guests must be registered and accompanied by a Patron before entering the Amenity Center.
- (15) Disregard for any Amenity Center rules or policies will 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 with courtesy and respect.
- (18) Feeding of stray animals is not permitted at the Amenity Center.
- (19) Overnight parking is prohibited.
- (20) Fishing in the District Lakes and other District stormwater management facilities is prohibited.
- (21) "Community Use" is defined as social meetings and activities that involve Patrons only and include, but are not limited to, such activities as book clubs, gardening clubs, photography clubs, and other similar activities. Community use activities must be 1) open and available to all Patrons within the limits defined in the Facility Rental Policy, 2) not-for-profit, and 3) free of charge to Patrons attending, and are limited to once per month for each such group. Community use does not include private events by invitation only such as birthday parties, graduation parties and other similar events.
- (22) Skateboards, roller blades, scooters, golf carts, and other motorized devices are not permitted on the sidewalks at the Amenity Center.

#### **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 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 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 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.

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, the District, or their 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.

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).

#### **AMENITY CENTER PARKING**

Parking at the District Amenity Center is for District residents, non-resident fee payers and their guests while using the Amenity Center. Overnight parking and vehicle storage uses are prohibited. Any vehicle including, but not limited to, automobiles, trucks, trailers, work vehicles, motorcycles and RV (Recreational Vehicles), which remain parked at the Amenity Center for a period of twenty-four (24) or more consecutive hours will be subject to towing at the vehicle owner's expense. The District shall designate authorized representatives (Amenity Manager) who may act on behalf of the District in determining whether a vehicle is parked in violation of this policy and whether it should be removed. The District's representative may provide written notice of the violation prior to towing either directly to the owner, if known, or by leaving a written notice on the vehicle.

#### **GENERAL SWIMMING POOL RULES**

- (1) When pool monitors are present, all Patrons must sign in upon entry of the pool area. At any given time, a Patron may accompany up to five (5) guests per household 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 played at a volume that is non offensive to other members and guests. Determination of an “offensive volume” is in the sole discretion of Amenity Center staff members. Electrical equipment is not allowed around the pool facility.
- (5) Swimming is permitted only during designated hours, as posted at the pool. Hours are seasonal and subject to change.
- (6) Showers are required before entering the pool.
- (7) Glass containers 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 must meet with the Amenity Center's staff approval prior to use. The Amenity Center staff reserves the right to discontinue usage of such play equipment during times of peak or scheduled activity at the pool, or if the equipment provides a safety concern.
- (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 and 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 pool side.
- (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 watercraft 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 on the pool wet deck or in the pool.

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

The Deck Monitors, Party Attendant, or Amenity Center Manager are in control of the operation of the Pool Area during thunderstorms, heavy rain, or inclement weather. The staff will determine 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 facilities will be closed. 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 the 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 will be closed for twelve (12) hours and the water will be shocked with chlorine to kill the bacteria. Diarrhea related incidents will close the pool for a minimum of 12.75 hours. Blood, vomit, and formed stool will result in a one (1) hour pool closure.
- (2) Parents should take their children to the restroom before entering the pool.
- (3) 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.

#### **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 Wynnfield Lakes 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. Prior to entering the Fitness Center, persons are required to register with Fitness Center attendant.

**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.**

- (1) *Hours:* The Fitness Center is available for use by Patrons during normal operating hours of 4:00 a.m. to 12:00 a.m.
- (2) *Eligible Users:* 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. A limit of two (2) Guests may use the Fitness Center if accompanied by an adult Patron.

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).

- (3) *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).
- (4) *Food and Beverage:* 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.
- (5) *General Policies:*
  - Each individual is responsible for wiping off fitness equipment after use.
  - Use of personal trainers is not permitted in the Fitness Center.
  - 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.
  - No bags, gear, or jackets are permitted on the floor of the Fitness Center or on the fitness equipment.
  - Weights or other fitness equipment may not be removed from the Fitness Center.
  - Please limit use of cardiovascular equipment to thirty (30) minutes and step aside between multiple sets on weight equipment if other persons are waiting.
  - Any fitness program operated, established and run by the Wynnfield Lakes Amenity Center may have priority over other users of the Fitness Center.
  - Wet bathing suits are not allowed in the Fitness Center.

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

### TENNIS/PICKLEBALL FACILITY POLICIES

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 Wynnfield Lakes 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.

**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.**

- (1) *Hours:* The Tennis/Pickleball Facility is available for use by Patrons during normal operating hours of 5:00 AM to 10:00 PM.
- (2) *Proper Attire:* Proper tennis/pickleball shoes and attire is required at all times while on the courts.
- (3) *Reservations:* Patrons may reserve a tennis/pickleball court by contacting the Amenity Center attendant. Reservations may be made in accordance with the Facility Rental Policies set forth herein. A Patron 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 the subject of a reservation, the tennis/ pickleball courts are available on a first come, first serve basis. Limit play to 1 hour when others are waiting for an unreserved court. It is recommended that persons desiring to use the tennis courts check with the Amenity Center attendant to verify availability. Each Patron and the Patron's guests are limited to the use of one (1) tennis / pickleball court when others are waiting unless the court is being used pursuant to a reservation discussed above.

(4) *General Policies:*

- Proper tennis / pickleball etiquette shall be adhered to at all times. The use of profanity or disruptive behavior is prohibited.
- Persons using the Tennis / Pickleball Facility must supply their own equipment (rackets, balls, etc.).
- The Tennis / Pickleball Facility is the play of tennis / pickleball only. Pets, roller blades, bikes, skates, skateboards, and scooters are prohibited from the tennis facility.
- Non-Alcoholic 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.
- No chairs other than those provided by the District permitted on the tennis



courts.

- Lights at the Tennis Facility must be turned off after use.
- Children under the age of fourteen (14) are not allowed to use the Tennis Facility unless accompanied by an adult Patron.

#### **PLAYGROUND POLICIES**

- *Hours:* The playground shall be available for use from Sunrise to Sunset.
- Children under the age of eight (8) must be accompanied by an adult Patron.
- Children eleven (11) years and older are not permitted to play on the playground equipment.
- No roughhousing on the playground.
- Persons using the playground must clean up all food, beverages and miscellaneous trash brought to the playground.
- Use of the playground may be limited from time to time due to a sponsored event, which must be approved by the District Manager.
- The use of profanity or disruptive behavior is prohibited.

#### **FACILITY RENTAL POLICIES**

Patrons, ages 18 and older, may reserve the Amenity Center Covered Veranda with outdoor sink for Community Use or private events. Reservations for Community Use and Private Events must be made and approved at least two (2) weeks but not more than four (4) months prior to the requesting date. Cancellations require a minimum of 48 hours' notice. In addition, each household may rent, for Private Events, the Covered Veranda with the outdoor sink only once per quarter of the calendar year. Community Use activities (see General Provisions Item 21) must be 1) open and available to all Patrons within the limits defined in the Facility Rental Policy, 2) not-for-profit and 3) free of charge to Patrons attending, and are limited to once per month for each such group.

Persons interested in doing so should contact the Amenity Center Manager regarding the anticipated date and time of the event to determine availability. Please note that the Amenity Center is unavailable for private events on the following holidays:

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

(1) ***Available Facilities:***

- The Covered Veranda with the outdoor sink is available for Community Use or private rental (capacity; rental fee established by rule) for up to four (4) total hours (including set-up and post-event cleanup) where the available time blocks are preset. The following two (2) preset time blocks are available: 11:00 a.m. – 2:00 p.m. or 5:00 p.m. to 8:00 p.m.

- The Pickleball/Tennis Courts are available for Community Use or private rental in four (4)-hour blocks, inclusive of set-up and post-event cleanup.
- **The pool and pool deck area of the Amenity Center are not available for Community Use or private rental and shall remain open to other Patrons and their guests during normal operating hours.**

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

- (2) **Reservations:** Patrons interested in making a reservation must submit a completed Facility Use Application, which must include the name and contact information of the individual that will be responsible and accountable for the Community Use or Private Event, to the Amenity Center Manager.

At the time of approval of a Private Rental, two (2) checks or money orders (no cash) made out to the *Wynnfield Lakes CDD* should be submitted to the Amenity Center Manager. One (1) check should be in the amount of the rental fee and the other check should be in the amount of one hundred dollars (\$100.00) as a refundable damage deposit.

At the time of approval of a Community Use Event, one (1) check or money order (no cash) should be made out to the *Wynnfield Lakes CDD* in the amount of \$100.00 as a refundable damage deposit.

The Amenity Center Manager will review the Facility Use 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.

Private Rentals and Community Use events are limited to 25 guests unless an exception is granted by the Board of Supervisors. Any guest(s) 2 years of age and younger are not considered “registered guests.”

- **Covered Veranda:** The private rental rate shall be \$75 for a three-hour block of time, or \$100 for a four-hour block of time. A private party rental includes four tables under pavilion with chairs, outside counter and sink. If a Patron wishes to use a bounce house, dunk tank, catering service, etc., a Certificate of Liability of Insurance (COLI) naming Wynnfield Lakes Community Development District is required. Patrons must present a copy of the COLI to Amenity Center Manager on file at the time of reservation.
- **Tennis/Pickleball Courts:** The private rental rate shall be \$100 for a four-hour block of time.

- (3) **Deposit:** As stated above, a refundable damage deposit in the amount of one hundred dollars (\$100.00) must be submitted as a separate check for all rentals. 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, table tops and sink area.
- Replace garbage liner.
- Clean any windows and doors in the rented area.
- 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 Policies. 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 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.

(4) *General Policies:*

- Patrons are responsible for ensuring that their guests adhere to the policies set forth herein.
- The volume of live or recorded music must not violate applicable Duval County noise ordinances.
- No glass, breakable items or alcohol are permitted in or around the pool deck area.

**SERVICE ANIMAL POLICY**

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

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

The District may not ask about the nature or extent of an individual’s disability in order to determine whether an animal is a Service Animal or pet. However, the District may ask whether an animal is a Service Animal required because of a disability and what work or tasks the animal has been trained to perform.

# **SUSPENSION AND TERMINATION OF ACCESS RULE**

Law Implemented: ss. 120.69, 190.011, 190.012, Fla. Stat.  
(2024) Effective Date: September 18, 2024

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**In accordance with Chapters 190 and 120 of the Florida Statutes, and on September 18, 2024 at a duly noticed public meeting, the Board of Supervisors (“Board”) of the Wynnfield Lakes Community Development District (“District”) adopted the following rules / policies to govern disciplinary and enforcement matters. All prior rules / policies of the District governing this subject matter are hereby rescinded for any violations occurring after the date stated above.**

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**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 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. Facility Access Card.** Facility Access Cards are the property of the District. The District may request surrender of, or may deactivate, a person’s 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 of Supervisors (“Board”), District Manager, and Community Director 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. Engaging in another Violation after a verbal warning has been given by staff (which verbal warning is not required); or
- l. Such person's guest or a member of their household committing any of the above Violations.

## 5. Suspension Procedures.

- a. **Immediate Suspension.** The District Manager, Amenity Manager, or their designee has the ability to issue a suspension for a period of time up to the next Board meeting that is at least eight (8) days after the infraction. An immediate suspension may be imposed for infractions including but not limited to those Violations described above, when such action is necessary to protect the health, safety and welfare of other Patrons and their guests, to protect the District's facilities from damage, or for crimes committed or allegedly committed on District property.
- b. **Board Suspension.** The Board, acting on its own or on the advice of staff at a noticed public meeting, may impose a suspension for infractions including but not limited to those Violations described above, when such action is necessary to protect the health, safety and welfare of other Patrons and their guests, to protect the District's facilities from damage, or for crimes committed or allegedly committed on District property. If the District Manager or Amenity Manager have imposed a suspension to the next Board meeting, the Board shall consider staff's recommendation and all information presented (including any testimony or evidence from the

suspendee), together with a record of all previous offenses, and shall determine the appropriate length of the suspension. A written notice will be given to Patron as to the Board's decision.

- c. ***Permanent Termination.*** Permanent 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.
- d. ***Notice of Suspension and Opportunity to Address the Board.*** 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, and a statement that the person has a right to appear before the Board and offer testimony and evidence to contest the suspension. Any written materials should be submitted at least seven (7) days before the meeting for consideration by the Board. If the date of the suspension is less than eight (8) days before a Board meeting, the discussion may be scheduled for the following Board meeting upon request of the suspendee, but such extension shall not result in a stay of the suspension or termination. If the person is a minor, the letter shall be sent to the adults at the address within the community where the minor resides. If contact information for the owner of the property differs from the contact information for the person committing the violation, notice shall also be provided to the owner of the property.

## 6. Reimbursements.

- a. ***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).

- b. ***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.
- c. ***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.

**7. Appeal of Suspension, Termination, or Reimbursement.**

- a. A person subject to a suspension, termination, or reimbursement may appeal such actions, to the Board by filing a written request for an appeal (“Appeal Request”) by email or mail to the District Manager within thirty (30) days of the date of the written notice of the decision subject to the Appeal Request. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt by the District.
- b. 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.
- c. The District shall consider the appeal at a Board meeting and shall provide the suspendee with reasonable notice of the Board meeting where the appeal will be considered.
- d. 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 Board’s initial consideration of the suspension or termination, 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.

- e. The filing of an Appeal Request shall not result in the stay of the suspension or termination. The person subject to the suspension or termination 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.
- f. All persons are entitled to be represented by a licensed Florida attorney at such hearing or any other proceeding before the Board if they so choose.

**8. 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.

**9. 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.