

*Policies approved by Board of Supervisors March 7, 2014.
Rates adopted August 27, 2014
Revised Fitness Center Hours March 1, 2017
Revised added rental facilities and
rental rate March 4, 2020*

RIDGEWOOD TRAILS COMMUNITY DEVELOPMENT DISTRICT

AMENITIES RULES & POLICIES

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PART 1: Ridgewood Trails Community Development District
Rule for Amenities Rates

In accordance with Chapters 190 and 120 of the Florida Statutes, and on August 6, 2014 (to be scheduled) at a duly noticed public meeting and after a duly noticed public hearing, the Board of Supervisors of the Ridgewood Trails Community Development District adopted the following rules to govern rates for the District's Amenities.

1. **Introduction.** This rule addresses various rates, fees and charges associated with the Amenities.

2. **Definitions.** All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Amenities Policies of Ridgewood Trails Community Development District, as amended from time to time.

3. **Annual User Fee.** For Non-Resident Patrons, the Annual User Fee is \$950.

4. **Miscellaneous Fees.**

Item	Fee
Access Cards (two per Patron household)	Free
Replacement of Damaged, Lost, or Stolen Access Card	\$25.00
Guest Fee (for first four guests)	Free
Insufficient Funds Fee (for submitting an insufficient funds check)	\$30.00

5. **Adjustment of Rates.** Not more than once per year, the Board may adjust by resolution adopted at a duly noticed public meeting any of the fees set forth in paragraphs 3 and 4 by not more than five percent per year to reflect actual costs of operation of the Amenities, to promote use of the Amenities, or for any other purpose as determined by the Board to be in the best interests of the District. The Board may also in its discretion authorize discounts for certain services.

6. **Policies.** The District's Amenities Policies, as may be amended from time to time, govern all use of the Amenities.

7. **Severability.** The invalidity or unenforceability of any one or more provisions of this rule shall not affect the validity or enforceability of the remaining portions of this rule, or any part of this rule not held to be invalid or unenforceable.

Law Implemented: ss. 190.011, 190.035, Fla. Stat. (2009)
Effective Date: August 27, 2014

PART 2: Ridgewood Trails Community Development District
Amenities Policies
(adopted May 7, 2014)

DEFINITIONS

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

“Access Card” – shall mean the identification card issued to Patrons.

“Amenities” – shall mean the properties and areas owned by the District and intended for recreational use and shall include, but not specifically be limited to, the District’s fitness center, swimming pool, multi-purpose field and picnic area, together with their appurtenant areas, facilities, equipment, and any other appurtenances.

“Amenities Policies” or “Policies” – shall mean all Amenities Policies of the District, as amended from time to time.

“Amenity Manager” – shall mean the management company, including its employees, staff and agents, contracted by the District to manage the Amenities.

“Annual User Fee” – shall mean the base fee established by the District for the non-exclusive right to use the Amenities. The amount of the Annual User Fee is set forth in the District’s rules.

“Board of Supervisors” or “Board” – shall mean the Board of Supervisors of the District.

“District” – shall mean the Ridgewood Trails Community Development District.

“District Manager” – shall mean the professional management company with which the District has contracted to provide management services to the District.

“Family” – shall mean a group of individuals living under one roof or head of household. This can consist of individuals who have not yet attained the age of eighteen, together with their parents or legal guardians. This does not include visiting relatives, or extended family not residing in the home.

“Guest” – shall mean any person or persons, other than a Patron, who are expressly authorized by the District to use the Amenities, or invited and accompanied for the day by a Patron to use the Amenities.

“Non-Resident” – shall mean any person that does not own property within the District.

“Non-Resident Patron” – shall mean any person or Family not owning property in the District who is paying the Annual User Fee to the District.

“Patron” or “Patrons” – shall mean Residents, Non-Resident Patrons, and Renters.

“Person” – shall mean an individual, or legal entity recognized under Florida law.

“Renter” – shall mean any tenant residing in a Resident’s home pursuant to a valid rental or lease agreement.

“Resident” – shall mean any person or Family owning property within the District.

AUTHORIZED USERS

Generally. Only Patrons and Guests, as set forth herein, have the right to use the Amenities.

Residents. A Resident must pay the Annual User Fee applicable to Residents in order to have the right to use the Amenities. Such payment must be made in accordance with the District’s annual assessment collection resolution and typically will be included on the Resident’s property tax bill. Payment of the Annual User Fee entitles the Resident to use the Amenities for one full fiscal year of the District, which year begins October 1 and ends September 30.

Non-Residents. A Non-Resident Patron must pay the Annual User Fee applicable to Non-Residents in order to have the right to use the Amenities for one full year, which year begins from the date of receipt of payment by the District. This fee must be paid in full before the Non-Resident may use the Amenities. Each subsequent Annual User Fee shall be paid in full on the anniversary date of application.

Renter’s Privileges. Residents who rent or lease residential unit(s) in the District shall have the right to designate the Renter of the residential unit(s) as the beneficial users of the Resident’s privileges to use the Amenities.

1. A Renter who is designated as the beneficial user of the Resident’s rights to use the Amenities shall be entitled to the same rights and privileges to use the Amenities as the Resident.
2. During the period when a Renter is designated as the beneficial user, the Resident shall not be entitled to use the Amenities.
3. Residents shall be responsible for all charges incurred by their Renters which remain unpaid after the customary billing and collection procedure established by the District. Resident owners are responsible for the department of their respective Renter.

4. Renters shall be subject to all rules and policies as the Board may adopt from time to time.

Guests. Except as otherwise provided for herein, each Patron who is at least sixteen years of age may bring a maximum of four guests to the Amenities, provided however that Guests must be accompanied by the Patron when using the Amenities and provided however that the Patron will be responsible for any harm caused by the Patron's Guests while using the Amenities. For clarification purposes, the preceding sentence shall be construed to place an four Guest limitation on the total number of Guests that a Patron may bring on behalf of that Patron's particular residence or household – e.g., a Patron Family consisting of four people cannot bring up to four Guests each for a total of sixteen Guests, but instead can only bring a total of four Guests on behalf of the entire household. The District may also in its discretion invite Guests as part of any community programming activities. Applicable fees may apply. Guests shall be subject to all rules and policies as the Board may adopt from time to time.

Registration / Disclaimer. In order to use the Amenities, each Patron, all members of a Patron's Family, and all Guests shall register with the District by executing a Registration Form, and by executing the Consent and Waiver Agreement, a copy of which is attached hereto as **Exhibit A**. **All persons using the Amenities do so at their own risk and agree to abide by the rules and policies for the use of the Amenities. As set forth more fully later herein, the District shall assume no responsibility and shall not be liable for any accidents, personal injury, or damage to, or loss of property arising from the use of the Amenities or from the acts, omissions or negligence of other persons using the Amenities. Patrons are responsible for their actions and those of their Guests.**

ACCESS CARDS

Use of Access Cards. Patrons can use their Access Cards to gain access to the Amenities. Upon arrival at the clubhouse, Patrons will scan their Access Cards in the card reader located outside of the main entrance doors in order to unlock the doors. Under no circumstance should a Patron provide an access card to another person to allow him or her to use the Amenities.

Issuance of Access Cards. Each Patron household will receive two Access Cards upon registration with the District.

Non-Transferrable. Access Cards are the property of the District and are non-transferable except in accordance with the District's rules and policies.

Lost or Stolen Cards. All lost or stolen cards need to be reported immediately to the District. Fees may apply to replace any lost or stolen cards.

GENERAL PROVISIONS

All Patrons and Guests using the Amenities are expected to conduct themselves in a responsible, courteous and safe manner, in compliance with all rules and policies of the District.

Emergencies: After contacting 911 if required, all emergencies and injuries must be reported to the Operations Manager at (904) 509-6445 and to the office of the District Manager at (904) 940-5850.

Hours of Operation. All hours of operation of the Amenities will be established and published by the District. The District may restrict access or close some or all of the Amenities for purposes of providing a community activity, for making improvements, for conducting maintenance, or other purposes. Any programs or activities of the District may have priority over other users of the Amenities.

Except as otherwise stated herein, the following additional guidelines govern the use of the Amenities generally:

1. **Registration and Access Cards.** All Patrons must have their assigned Access Card upon entering the clubhouse. Cards are only to be used by the Patron to whom they are issued. Patrons must present their Access Cards upon request by the Amenity Manager.
2. **Guests.** Guests must be accompanied by a Patron while using the Amenities.
3. **Minors.** Except as otherwise stated herein, children under sixteen (16) years of age must be accompanied by an adult aged eighteen (18) or older.
4. **Attire.** With the exception of the pool and wet areas where bathing suits are permitted, Patrons and Guests must be properly attired with shirts and shoes to use the Amenities. Bathing suits and wet feet are not allowed indoors with the exception of the restroom areas.
5. **Food and Drink.** Food and drink will be limited to designated areas only.
6. **Alcohol.** Alcoholic beverages shall not be served or sold, nor permitted to be consumed on the premises of the Amenities, except at pre-approved special events. Patrons will be required to hire a licensed and insured vendor of alcoholic beverages, and they must provide proof of this to the Amenity Manager prior to the event. Anyone that appears to be under the influence of drugs or alcohol will be asked to leave the Amenities.
7. **No Smoking.** Smoking is not permitted in any building, or enclosed or fenced area, including but not limited to the clubhouse, fitness center, swimming pool, swimming pool deck area, or playground. All waste must be disposed of in the appropriate receptacles.
8. **Pets.** With the exception of service animals, pets are only permitted in designated areas, and they are not permitted indoors. Where service animals are permitted on the grounds, they must be leashed. Patrons are responsible for picking up after all pets as a courtesy to others and in accordance with the law.

9. **Vehicles.** 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. Golf carts, off-road bikes/vehicles (including ATV's), and motorized scooters are prohibited on all property owned, maintained, and operated by the District or at any of the Amenities within District unless they are owned by the District.
10. **Skateboards, Etc.** Bicycles, skateboards, rollerblades and other similar use is limited to designated outdoor areas only.
11. **Fireworks.** Fireworks of any kind are not permitted anywhere on the Amenities or adjacent areas.
12. **Service Areas.** Only District employees and staff are allowed in the service areas of the Amenities.
13. **Courtesy.** Patrons and their Guests shall treat all staff members and other Patrons and Guests with courtesy and respect.
14. **Profanity.** Loud, profane or abusive language is prohibited.
15. **Horseplay.** Disorderly conduct and horseplay are prohibited.
16. **Equipment.** All equipment and supplies provided for use of the Amenities must be returned in good condition after use. Patrons are encouraged to let the staff know if an area of the Amenities or a piece of equipment is in need of cleaning or maintenance.
17. **Littering.** Patrons are responsible for cleaning up after themselves and helping to keep the Amenities clean at all times.
18. **Solicitation and Advertising.** Commercial advertisements shall not be posted or circulated in the Amenities. Petitions, posters or promotional material shall not be originated, solicited, circulated or posted on Amenities property unless approved in writing by the District.
19. **Firearms.** Firearms or any other weapons are not permitted in any of the Amenities.
20. **Trespassing / Loitering.** There is no trespassing or loitering allowed at the Amenities. Any individual violating this policy may be reported to the local authorities.
21. **Compliance with Laws.** All Patrons and Guests shall abide by and comply with any and all federal, state and local laws and ordinances, as well as any District rules and policies, while present at or utilizing the Amenities, and shall ensure that any minor for whom they are responsible also complies with the same.
22. **Surveillance.** Various areas of all Amenities are under twenty-four (24) hour video surveillance.
23. **Grills.** Grills are permitted only outdoors and at the discretion of, and in areas designated by, the District.
24. **Bounce Houses.** Bounce houses and similar apparatus are permitted only outdoors and at the discretion of, and in areas designated by, the District. Proof of liability insurance acceptable to the District shall also be required.
25. **Lost Property.** The District is not responsible for lost or stolen items. Staff members are not permitted to hold valuables or bags for Patrons or Guests. All found items should be turned in to the Amenity Manager for storage in the lost and found. Items will be stored in the lost and found for up to one month.

FITNESS CENTER

The following policies apply to the District's fitness center:

1. ***Exercise at Your Own Risk.*** The fitness center is not supervised and may be accessed 24 hours a day. All Patrons are encouraged to consult their physician before beginning an exercise program.
2. ***Usage Restrictions.*** Patrons and Guests ages 16 and older may use the fitness center. Patrons and Guests between the ages of 13 – 15 must participate in a fitness room orientation program and be accompanied by a parent/guardian at all times to use the fitness room.
3. ***Attire.*** Appropriate attire including shorts, shirts, and closed toed athletic footwear must be worn at all times in the fitness center. To maintain clean and sweat-free equipment, clothing must cover any part of the body exposed to direct contact with the equipment.
4. ***Courtesy.*** If a Patron/guest is waiting, cardiovascular equipment utilization is limited to 30 minutes. If a Patron or Guest is waiting for the weight equipment, individuals should allow others to “work in” between sets. All equipment must be wiped down after use with the wipes and/or spray provided.
5. ***Food and Drink.*** No food or chewing gum is permitted in the fitness center. Water or other sport drinks must be contained in non-breakable spill-proof containers.
6. ***Noise.*** Personal music devices are permitted if used with headphones and played at a volume that does not disturb others.
7. ***Equipment.*** Weights or other fitness equipment may not be removed from the fitness center. Please replace weights to their proper location after use. Free weights are not to be dropped and should be placed only on the floor or on equipment made specifically for storage of the weights.
8. ***Hand Chalk.*** Hand chalk is not permitted.
9. ***Personal Training.*** Except as expressly authorized by the District, personal training for fees, or solicitation of personal training services for fees, is prohibited.

POOL

The following policies apply to the District's pool:

1. ***Swim at Your Own Risk.*** The pool areas are not supervised during operating hours.
2. ***Operating Hours.*** The pool areas are open from dawn to dusk only. No one is permitted in the pool at any other time unless a specific event is scheduled.
3. ***Supervision of Children.*** Children 15 years and younger must be accompanied by an adult at least 18 years of age at all times for usage of the pool.
4. ***Skateboards, Etc.*** No bicycles, scooters, roller skates, roller blades or skate boards are permitted on the pool deck.

5. **Food and Drink.** Food, drinks, gum, glass containers or breakable objects of any kind are not permitted in the pool area or locker rooms.
6. **Horseplay.** No jumping, pushing, running or other horseplay is allowed in the pool or on the pool deck area.
7. **Diving.** Diving is strictly prohibited at the pool, with the exception of swim team competitions pre-approved by the District.
8. **Noise.** Radios, tape players, CD players, MP3 players and televisions, and the like are not permitted unless they are personal units equipped with headphones.
9. **Aquatic Toys and Recreational Equipment.** Aquatic toys and equipment are not permitted in the pool. Prohibited items include, but are not limited to, rafts, kickboards, inner tubes, scuba gear, snorkels, dive sticks, swim fins, balls, frisbees, inflatable objects, or other similar water play items. Exceptions are Coast Guard approved personal floatation devices, kickboards for lap swimming/swim classes, masks, goggles, water wings, and water toys for organized special events. Amenities staff has the final say regarding the use of any and all recreational floatation devices, and the District 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. **Entrances.** Pool entrances must be kept clear at all times.
11. **Railings.** No swinging on ladders, fences, or railings is allowed.
12. **Pool Furniture.** Pool furniture is not to be removed from the pool area.
13. **Chemicals.** Chemicals used in the pool may affect certain hair or fabric colors.
The District is not responsible for these effects.
14. **Pets.** Pets, (with the exception of service animals), are not permitted on the pool deck area inside the pool gates at any time.
15. **Attire.** Appropriate swimming attire (swimsuits) must be worn at all times.
16. **Prevention of Disease.** All swimmers must shower before initially entering the pool. Persons with open cuts, wounds, sores or blisters may not use the pool. No person should use the pool with or suspected of having a communicable disease which could be transmitted through the use of the pool.
17. **Swim Diapers.** Parents should take their children to the restroom before entering the pool. Children under three (3) years of age, and those who are not reliably toilet trained, must wear rubber lined swim diapers and a swimsuit over the swim diaper. If contamination occurs, the pool will be closed for twenty four (24) hours and the water will be shocked with chlorine to kill the bacteria. Any individual responsible for contamination of the pool may be held responsible for any clean-up or decontamination expenses incurred by the District.
18. **Pollution.** No one shall pollute the pool. Anyone who does pollute the pool is liable for any costs incurred in treating and reopening the pool.
19. **Pool Closure.** The pool may close due to weather warnings, fecal accidents, chemical balancing, or general maintenance and repairs.
20. **Weather.** The pool and pool area will be closed during electrical storms or when rain makes it difficult to see any part of the pool or pool bottom clearly. The pool will be closed at the first sound of thunder or sighting of lightning and will remain closed for thirty 30 minutes after the last sighting. Everyone must leave the pool

deck immediately upon hearing thunder or sighting lightning, or when instructed to do so by the staff.

21. **Swim Instruction.** Except as expressly authorized by the District, swim instruction for fees, or solicitation of swim instruction for fees, is prohibited.

SLIDE RULES

1. Ride the slide at your own risk.
2. Children less than forty inches tall are not permitted to ride the slide, except with a responsible adult.
3. Only one person may ride the slide at a time, except as noted in Rule 2.
4. No shorts with snaps or rivets will be allowed on the slide.
5. Keep arms and hands inside flumes at all times. Slide feet first only.
6. No flotation devices are allowed on the water slide.
7. For safety reasons, pregnant women and persons with health conditions or back problems should not ride the water slide.
8. You may only use the slide during pool hours when water slide is attended by a Recreational Facility Staff member.

MEETING ROOM AND RENTAL USE

Patrons may reserve the Meeting Room for private events. Persons interested in doing so should contact the Amenity Manager regarding the anticipated date and time of the event to determine availability. Please note that the Meeting Room is NOT available for private events on the following holidays.

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

Available Facilities:

The Meeting Room 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 Meeting Room rental of **30**. The Patron renting the Meeting Room shall be responsible for any and all damages and expenses arising from the event.

Reservations:

Patrons interested in reserving the Meeting Room must submit a

completed Facility Rental application to the Amenity Manager. At the time of approval, two (2) checks or money orders made out to Ridgewood Trails CDD 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. If for some reason you need to cancel your reservation, we ask that this be done at least 7 days prior to your reservation date.

Fees and Deposits:

The rental fee and deposit for the use of the District’s Meeting Room and/or small pool for private social gatherings are as follows:

	Fee	Deposit
Building attendees)	\$50.00	\$250.00- Private party (TBA
Building w/small pool attendees)	\$75.00	\$500.00- Private party (TBA

- a.) Monday - Sunday Building rental time blocks:**
 - 1. 10:00 am to 3:00 pm
 - 2. 4:00 pm to 9:00pm
- b.) Monday - Sunday Building & pool rental time blocks:**
 - 1. 9:00 am to 1:00 pm
 - 2. 4:00 pm to 8:00 pm

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 all counters, tabletops, sink area, windows, and doors and replace garage liner in the renter area.
- Clean out and wipe down the refrigerator, and all cabinets and used appliances.

- Ensure that no damage has occurred to the Amenity building and its property.
- Patron and Patron's guest 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 building 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 the 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 the submittal of the Facility Rental Application. Photo identification shall be required for the return of deposit checks.

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 Amenity building may be rented until 10:00 pm
- The pool with Amenity building rental 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 Amenity 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.

Staffing:

Patrons will not be required to pay for additional staff, unless otherwise

required by the District.

MULTI-PURPOSE FIELD *(for future use)*

Our community offers a multi-purpose field. The following policies apply:

1. ***First Come Basis.*** The field is available for use by Patrons and Guests only on a first come first serve basis.
2. ***Vehicles.*** No bicycles, scooters, skate boards, or other equipment or vehicles with wheels are permitted.
3. ***Chalking.*** Chalking or marking the field must be approved in advance and proper marking materials must be used.
4. ***Glass Containers.*** No glass containers or breakable objects of any kind are permitted on the field.
5. ***Pets.*** Pets must be kept on leash, and Patrons and Guests must pick up and dispose of pet waste in appropriate receptacles.
6. ***Equipment.*** Patrons are responsible for bringing their own equipment.
7. ***Golfing.*** Golfing is not permitted on the field.
8. ***Sports Instruction.*** Except as expressly authorized by the District, sports instruction for fees, or solicitation of sports instruction for fees, is prohibited.

EVENT LAWN, PATIO, PICNIC AREAS, AND OUTDOOR AREAS *(for future use)*

The following policies apply to the event lawn, patio, and other outdoor areas:

1. ***First Come Basis.*** The picnic areas, and patio grill, are available for use by Patrons and Guests only on a first come first serve basis. The event lawn and patio areas may only be reserved for a program or event approved by the District.
2. ***Vehicles.*** No bicycles, scooters, skate boards, or other equipment or vehicles with wheels are permitted.
3. ***Grill.*** Patrons are responsible for cleaning the patio grill after use. The fire pit may be used by adult Patrons and Guests only.
4. ***Skateboards, Etc.*** Bikes, rollerblades, skateboards and equipment with wheels are prohibited.
5. ***Chalking.*** Chalking or marking the outdoor areas must be approved in advance and proper marking materials must be used.
6. ***Pets.*** Pets must be kept on leash and Patrons must pick up and dispose of pet waste in appropriate receptacles.
7. ***Equipment.*** Patrons and Guests are responsible for bringing their own equipment. The staff may have some equipment available for sign out on a first come first serve basis. Removal of tables and grills from the picnic area is prohibited.

8. **Noise.** Amplified sound systems and DJs are prohibited unless it is an approved program, event or rental.
9. **Clean-Up.** Patrons and Guests must clean up after themselves and dispose of trash in the appropriate receptacles.

LAKE OR POND AREAS

The lakes and ponds throughout the community are not designed for swimming or boating, but may be used by Patrons and Guests for fishing as set forth herein. We ask that you respect your fellow landowners and access the ponds through the proper access points. The District has a catch and release policy for all fish caught in the ponds. The ponds are not intended for anything but catch and release, as they are mostly retention ponds and man made lakes. The purpose of the ponds is to help facilitate the District's natural water system for run off and overflow. The ponds are not to State code for keeping your catch so please protect yourself and the fish population and return them to the water.

The following additional guidelines apply:

1. Please be respectful of the privacy of the residents living near the ponds.
2. Children under the age of sixteen must be accompanied by adults when fishing.
3. Parking along the county right of way or on any grassed area near the ponds is prohibited. It is recommended that residents wishing to fish walk or ride bicycles to the ponds.
4. Do not leave fishing poles, lines, equipment or bait unattended.
5. Do not leave any litter. Fishing line is hazardous to wildlife.
6. Do not feed the wildlife anything, ever.
7. Fish caught from the lakes may not be edible since the lakes are designed to detain pollutants. Catch and release is required.
8. Swimming is prohibited in all ponds on District property.
9. No watercrafts of any kind are allowed in any of the ponds on District property.
10. Licensing requirements from other governmental agencies may apply. Check the regulations.

PLAYGROUND AND TOT LOTS *for future use*

The community provides several tot lots and playground areas for Patrons and Guests to enjoy with their children. The following guidelines apply:

1. Patrons and Guests may use the playgrounds and tot lots at their own risk.
2. Adult supervision (eighteen years and older) is required for children under the age of sixteen. Children must remain in the sight of parents/guardians. All children are expected to play cooperatively with other children.
3. Proper footwear is required and no loose clothing especially with strings should be worn.

4. The mulch material is necessary for reducing fall impact and for good drainage. It is not to be picked up, thrown, or kicked for any reason.
5. No food, drinks or gum are permitted at the playground.
6. No pets of any kind are permitted at the playground.
7. No glass containers are permitted at the playground.
8. No jumping off from any climbing bar or platform.
9. Profanity, rough-housing, and disruptive behavior are prohibited.
10. If anything is wrong with the equipment or someone gets hurt, notify the District immediately.

DISCIPLINARY POLICY

Please be aware that staff must protect the rights and privileges of rule-abiding Patrons, and that inappropriate behavior will not be accepted. All Patrons and Guests are responsible for compliance with the rules and policies established for the safe operations of the Amenities.

The District, through its District Manager, Amenity Manager or otherwise, reserves the right to restrict, suspend, or terminate the privileges of a Patron or Guest to use the Amenities for any of the following behavior:

1. Submits false information on any application for use of the Amenities;
2. Permits the unauthorized use of an amenity pass;
3. Exhibits unsatisfactory behavior, deportment or appearance;
4. Fails to pay fees owed to the District in a proper and timely manner;
5. Fails to abide by any District rules or policies;
6. Treats the District's supervisors, staff, facility management, contractors, or other representatives, or other Patrons or Guests, in an unreasonable or abusive manner;
7. Damages or destroys District property; or
8. Engages in conduct that is improper or likely to endanger the health, safety, or welfare of the District, or its supervisors, staff, facility management, contractors, or other representatives, or other Patrons or Guests.

If a Patron or Guest subject to a suspension or termination is found on the Amenity premises, such Patron or Guest will be subject to arrest for trespassing.

PROPERTY DAMAGE

Each Patron shall be liable for any property damage at the Amenities caused by him or her, his or her Guests, or members of his or her Family. The District reserves the right to pursue any and all legal and equitable measures necessary to remedy any losses due to property damage.

Each Patron and Guest, as a condition of invitation to the premises of the Amenities, assumes sole responsibility for his or her property. The District shall not be

responsible for the loss or damage to any private property used or stored on the premises of the Amenities, whether in lockers or elsewhere.

USE AT OWN RISK; INDEMNIFICATION

Any Patron, Guest, or other person who participates in the Activities (as defined below), shall do so at his or her own risk, and shall indemnify, defend, release, hold harmless, and forever discharge the District and its contractors, and the present, former, and future supervisors, staff, officers, employees, representatives, agents, and contractors of each (together, "Indemnitees"), for any and all liability, claims, lawsuits, actions, suits or demands, whether known or unknown, in law or equity, by any individual of any age, or any corporation or other entity, for any and all loss, injury, damage, theft, real or personal property damage, expenses (including attorney's fees, costs and other expenses for investigation and defense and in connection with, among other proceedings, alternative dispute resolution, trial court, and appellate proceedings), and harm of any kind or nature arising out of, or in connection with, the participation in the Activities, by said Patron, Guest, or other person, and any of his or her Guests and any members of his or her Family.

Should any Patron, Guest, or other person, bring suit against the Indemnitees in connection with the Activities or relating in any way to the Amenities, and fail to obtain judgment therein against the Indemnitees, said Patron, Guest, or other person shall be liable to the District for all attorney's fees, costs, and other expenses for investigation and defense and in connection with, among other proceedings, alternative dispute resolution, trial court, and appellate proceedings.

The waiver of liability contained herein does not apply to any act of intentional, willful or wanton misconduct by the Indemnitees.

For purposes of this section, the term "Activities," shall mean the use of or acceptance of the use of the Amenities, or engagement in any contest, game, function, exercise, competition, sport, event, or other activity operated, organized, arranged or sponsored by the District, its contractors or third parties authorized by the District.

SOVEREIGN IMMUNITY

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

SEVERABILITY

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

AMENDMENTS / WAIVERS

The Board in its sole discretion may amend these policies from time to time. The Board may also elect in its sole discretion at any time to grant waivers to any of the provisions of these policies.

ATTACHMENT A: Consent and Waiver Agreement

EXHIBIT A

CONSENT AND WAIVER AGREEMENT - Ridgewood Trails Community Development District -

Thank you for using the Ridgewood Trails Community Development District's ("District") Amenities and/or participating in its community programs. We appreciate your understanding and cooperation in maintaining both your safety and health, and the safety and health of others, by reading and signing the following Consent and Waiver Agreement ("Agreement"). This Agreement applies to, but does not by itself grant any rights regarding, the use of any of the District's Amenities, which feature among other things a fitness center, swimming pool, playground and multi-purpose field and to participation in any of the District's many community programming activities.

Any capitalized terms not defined herein shall have the meaning ascribed to them in the District's amenities rules and policies, as may be amended from time to time. For purposes of this Agreement, the term "Activities," shall mean the use of or acceptance of the use of the Amenities, or engagement in any contest, game, function, exercise, competition, sport, event, or other activity operated, organized, arranged or sponsored by the District, its contractors or third parties authorized by the District.

In consideration for Participant being allowed to participate in some or all of the Activities, I, as the participant identified below ("Participant"), or I, as the parent and/or legal guardian of the Participant, who is a minor child, and on behalf of the Participant ("Participant's Guardian"), agree as follows.

Acknowledgement of Participation

Participant intends to voluntarily participate in one or more Activities. If Participant is a minor child, Participant's Guardian authorizes the Participant to voluntarily participate in one or more Activities.

Acknowledgement of Health

Participant acknowledges and understands that the District recommends that Participant consult a physician prior to engaging in the Activities, and that it is Participant's sole responsibility to obtain an examination by a physician prior to involvement in the Activities. Participant certifies that he or she is physically and mentally capable of participating in the Activities and that Participant is not under any kind of medical treatment or has any mental or physical condition that would prevent Participant from participating in the Activities. Participant further acknowledges that Participant has either had a physical examination and been given a physician's approval to participate in the activities, or has elected to participate in the activities without the approval of a doctor and hereby assumes all risk and responsibility for participation in the activities.

Role of the District

Participant acknowledges and understands that some or all of the Activities may be provided through third parties, that any such third parties are not affiliated with the District in any way, that the District does not endorse any such third parties, and that the District makes no representations concerning the qualifications or ability of any such third parties to conduct, teach, or lead the Activities.

Assumption of Risk

Participant acknowledges and understands that participation in the Activities may have certain inherent risks, including, but not limited to, economic loss, significant changes in the Participant's physical or mental health, injury, disabilities, or even death to the Participant. Participant willfully and voluntarily assumes and accepts sole responsibility for all risks related to participation in the Activities, including, but not limited to, the risks mentioned above, damage to, loss or theft of real or personal property, or other loss or harm of any kind or nature. Participant is voluntarily participating in the Activities with knowledge of the dangers involved, and Participant agrees to assume and accept sole responsibility for Participant's safety and for any and all harm that may occur.

Waiver and Indemnification

As stated in the District's policies, any Patron, Guest, or other person who participates in the Activities, including the Participant, shall do so at his or her own risk, and shall indemnify, defend, release, hold harmless, and forever discharge the District and its contractors, and the present, former, and future supervisors, staff, officers, employees, representatives, agents, and contractors of each (together, "Indemnitees"), for any and all liability, claims, lawsuits, actions, suits or demands, whether known or unknown, in law or equity, by any individual of any age, or any corporation or other entity, for any and all loss, injury, damage, theft, real or personal property damage, expenses (including attorney's fees, costs and other expenses for investigation and defense and in connection with, among other proceedings, alternative dispute resolution, trial court, and appellate proceedings), and harm of any kind or nature arising out of, or in connection with, the participation in the Activities, by said Patron, Guest, or other person, including Participant, and any of his or her Guests and any members of his or her Family.

Should any Patron, Guest, or other person, including Participant, bring suit against the Indemnitees in connection with the Activities or relating in any way to the Amenities, and fail to obtain judgment therein against the Indemnitees, said Patron, Guest, or other person, including Participant, shall be liable to the District for all attorney's fees, costs, and other expenses for investigation and defense and in connection with, among other proceedings, alternative dispute resolution, trial court, and appellate proceedings.

The waiver of liability contained herein does not apply to any act of intentional, willful or wanton misconduct by the Indemnitees.

Sovereign Immunity

Nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, Florida Statutes or other statute or law.

Emergency Transportation and Care

In the event that Participant is incapacitated and unable to respond, or in the event the Participant is a minor child, the District is authorized to seek emergency treatment, as required, and to transport the Participant to the appropriate medical facility in the event that urgent/emergency care is necessary. The medical facility and its medical staff have authorization to provide any treatment that a physician deems necessary for the well-being of the Participant. Participant shall be responsible for any resulting expenses. The District is not responsible for providing any such treatment or transportation, and the "Waiver and Release of Liability" provisions set forth above apply to any emergency medical transportation and/or treatment of Participant.

Rules and Policies

Participant agrees to read and comply with the written rules and policies adopted by the District and relating to the Amenities, and further agrees to act in a safe manner when participating in the Activities. Participant further agrees to immediately inform a representative of the District, and to stop participating in the Activities, if Participant observes any unsafe condition or broken equipment, or if Participant experiences any pain, discomfort or other symptoms that Participant may suffer during or after participating in the Activities. Participant understands that Participant may stop or delay participation in the Activities if Participant so desires and that Participant may also be requested to stop and rest by a District representative who observes any symptoms of distress or abnormal response, and Participant agrees to comply with such directions.

Insurance Coverage

Participant understands that Participant is responsible for obtaining appropriate insurance coverage when participating in the Activities and that the District has no obligation to provide any insurance coverage.

Binding Effect

This Agreement is binding on the Participant, and the Participant's spouse, minor children, heirs, executors, administrators, legal representatives, successors and assigns. If Participant is a minor child, this Agreement is also binding on the Participant's parents and/or legal guardians, including Participant's Guardian, not only on behalf of the Participant but also on the parents and/or legal guardians, including Participant's Guardian, in their own rights and capacity and to the same extent as Participant. The undersigned represents that he or she is authorized to bind to this Agreement all applicable parties, as set forth in this paragraph.

Miscellaneous Provisions

This Agreement supersedes any prior written and/or oral agreements or representations made with respect to the subject matter contained herein. The provisions of this Agreement will continue in full force and effect even after the termination of the Activities. The provisions of this Agreement may be waived, altered, amended or repealed, in whole or in part, only upon the prior written consent of the District and the party whose signature appears below. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable. This Agreement shall be governed by Florida Law. Venue for any actions arising under this Agreement shall be in a court of appropriate jurisdiction in Clay County, Florida.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

I AM OF LAWFUL AGE AND LEGALLY COMPETENT TO SIGN THIS AGREEMENT. I HAVE READ AND UNDERSTOOD THE TERMS OF THIS AGREEMENT, AND UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL LEGAL RIGHTS FOR MYSELF, MY SPOUSE, MY MINOR CHILDREN, HEIRS, EXECUTORS, ADMINISTRATORS, LEGAL REPRESENTATIVES, SUCCESSORS, AND ASSIGNS. I ACKNOWLEDGE THAT I AM SIGNING THE AGREEMENT FREELY AND VOLUNTARILY, AND INTEND BY MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF LIABILITY AS SET FORTH HEREIN AND TO THE GREATEST EXTENT ALLOWED BY LAW. IF PARTICIPANT IS A MINOR CHILD, I FURTHER CERTIFY THAT I AM THE PARTICIPANT'S PARENT AND/OR LEGAL GUARDIAN AND THAT I AM LEGALLY AUTHORIZED TO SIGN THIS AGREEMENT ON BEHALF OF THE PARTICIPANT.

Participant Name: _____

Participant Signature: _____ Date: _____
(if Participant is 18 years of age or older)

Parent/Guardian Name: _____
(if Participant is a minor child)

Parent/Guardian Signature: _____ Date: _____
(if Participant is a minor child)

Address:

Phone Number (home): _____

Phone Number (alternate): _____

Emergency Contact: _____

Phone Number: _____

Azalea Ridge Amenity Center Rental Application

Name of Applicant: _____ Date: _____

Email: _____
Phone: _____

Address: _____ City: _____ State: _____
FL

Estimated Attendance: _____ Intended use: _____ Rental area: _____

Date requested: _____ Time start: _____ End by: _____

I have read, understood and agree to abide by all of the District policies and procedures regarding the use of the facility. This includes (please initial):

____ No beer, wine, or alcoholic beverages will be brought in or consumed on the premises-

Unless a certificate of liability insurance is presented and approved by the Amenity Manager as set forth in the policies.

____ No glass or breakable items are permitted in the facility.

____ Smoking is not permitted in the facility.

____ No pets allowed, except seeing-eye dogs.

____ Volume of live or recorded music must not violate Clay County noise ordinances.

I agree to indemnify and hold harmless the Azalea Ridge Community Development District and their agents, supervisors, officers, directors, employees,

and staff for 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 use of the Azalea Ridge Amenity Center and facilities. Nothing herein shall constitute or be construed as a waiver of the District's sovereign immunity granted pursuant to Section 768.28, Fla Stat.

I have read, understand and agree to abide by all policies and rules of the District governing the Azalea Ridge Amenity center and facilities. Failure to adhere to the District's policies and rules may result in the suspension or termination of my privileges to use the facility. **I also understand that I am financially responsible for any damages caused by family members, my guest and myself.** If requested, I will obtain an event insurance policy naming the Azalea Ridge Community Development District and their agents, supervisors, officers, directors, employees, and staff as additional insured.

Make checks Payable to: **Azalea Ridge CDD**

Resident Signature: _____

Date:

Deposit (refundable): \$ _____

Check #:

Rental Fee (non-refundable): \$ _____

Check #:

Approved by: _____

Date:

** To receive a full refund of the cleaning deposit, all tables must be cleaned, floors clean, and garbage from the party must be removed and place in the

dumpster. This is including removal of all party displays and remnants. In addition, the entire Amenity Center and/or pool needs to be returned to the condition it was upon receipt of it.

Deposit Returned on: _____ Handed to: _____ Shredded:

RATES

1. Annual User Fee \$950
2. Miscellaneous Fees:
 - Access Cards (Two per patron household) Free (initial issue)
 - Replacement of damaged, lost or stolen access card \$25
 - Insufficient funds fee \$30
3. Rental Fees:
 - Meeting room (building) \$50 (Security deposit \$250)
 - Meeting room w/pool \$75 (Security deposit \$500)