

RIDGEWOOD TRAILS COMMUNITY DEVELOPMENT DISTRICT



AMENITIES RULES & POLICIES

Revised May 3, 2023

Rule for Amenities Rates

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.

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

1. Generally. Only Patrons and Guests, as set forth herein, have the right to use the Amenities.
2. 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.
3. 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.
4. 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.
 - a. 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.
 - b. During the period when a Renter is designated as the beneficial user, the Resident shall not be entitled to use the Amenities.
 - c. 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.
 - d. Renters shall be subject to all rules and policies as the Board may adopt from time to time.
5. 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 a 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.
6. 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 Amenity Facility Access Card form, 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

1. 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.
2. Issuance of Access Cards. Each Patron household will receive two Access Cards upon registration with the District.
3. Non-Transferrable. Access Cards are the property of the District and are non-transferable except in accordance with the District's rules and policies.
4. 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

1. 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.
2. Emergencies: After contacting 911 if required, all emergencies and injuries must be reported to the Amenity Manager at (904) 214-3346 and to the office of the District Manager at (904) 940-5850.
3. 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.
4. Except as otherwise stated herein, the following additional guidelines govern the use of the Amenities generally:
 - a. 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.
 - b. Guests. Guests must be accompanied by a Patron while using the Amenities.
 - c. Minors. Except as otherwise stated herein, children under sixteen (16) years of age must

be accompanied by an adult aged eighteen (18) or older.

- d. 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.
- e. Food and Drink. Food and drink will be limited to designated areas only.
- f. 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.
- g. 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.
- h. 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 with the law.
- i. 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.
- j. Skateboards, etc. Bicycles, skateboards, rollerblades and other similar use is limited to designated outdoor areas only.
- k. Fireworks. Fireworks of any kind are not permitted anywhere on the Amenities or adjacent areas.
- l. Service Areas. Only District employees and staff are allowed in the service areas of the Amenities.
- m. Courtesy. Patrons and their Guests shall treat all staff members and other Patrons and Guests with courtesy and respect.
- n. Profanity. Loud, profane or abusive language is prohibited.
- o. Horseplay. Disorderly conduct and horseplay are prohibited.
- p. 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.

- q. Littering. Patrons are responsible for cleaning up after themselves and helping to keep the Amenities clean at all times.
- r. 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.
- s. Firearms. Firearms or any other weapons are not permitted in any of the Amenities.
- t. Trespassing / Loitering. There is no trespassing or loitering allowed at the Amenities. Any individual violating this policy may be reported to the local authorities.
- u. 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.
- v. Surveillance. Various areas of all Amenities are under twenty-four (24) hour video surveillance.
- w. Grills. Grills are permitted only outdoors and at the discretion of, and in areas designated by, the District.
- x. 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.
- y. 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

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

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

1. 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. Guest attending a private event may only use the Meeting Room and or small pool for which the event is reserved. Once the event is concluded, the guest limitations set forth in this Policy shall apply.

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

2. 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.
3. Reservations. Patrons interested in reserving the Meeting Room must submit a completed Amenity Center Rental Application, a copy of which is attached hereto as Exhibit B. 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 Amenity Center 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.

4. 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:

<u>Facility</u>	<u>Rental Rate</u>	<u>Security Deposit</u>
Building	\$ 75.00 - \$150.00	\$250.00
Building w/small pool	\$150.00 - \$250.00	\$250.00
Monday - Thursday: 10:00am - 3:00pm 4:00pm - 9:00pm	Building \$75.00	Building w/small pool \$150.00
Friday – Sunday (Prime Time): 10:00am - 3:00pm: 4:00pm - 9:00pm	Building \$150.00	Building w/small pool \$250.00

5. Refund of Deposit.

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

General Policies

1. Patrons are responsible for ensuring that their guests adhere to the policies set forth herein.
2. No decorations may be affixed to the walls, doors, or any fixtures.
3. The Amenity building may be rented until 9:00 pm.
4. The pool with Amenity building rental may be rented until dusk.
5. The volume of live or recorded music must not violate applicable Clay County noise ordinances.
6. 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.
7. No offensive music, lyrics, or profanity is allowed on the Amenity Center premises.
8. 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

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

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.
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

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.

Responsibility for loss or damage to person or property; indemnification; limitation of liability

1. No person shall remove from the Amenity Center's premises any property or furniture belonging to the District or its contractors without proper authorization.
2. Patrons and Guests shall be liable for any property damage at the Amenity Center, or at any activity or function operated, organized, arranged or sponsored by the District or its

contractors, caused by him or her, his or her guests or family members. The District reserves the right to pursue any and all legal and equitable measures necessary to remedy any losses due to property damage.

3. Patrons and Guests as a condition of invitation to the premises of the Amenity Center assume sole responsibility for his or her property. The District and its contractors shall not be responsible for the loss or damage to any private property used or stored on the premises of the Amenity Center, whether in lockers or elsewhere.
4. Patrons and Guests, by virtue of his or her use of the District's facilities, agrees to defend, indemnify and hold harmless the Ridgewood Trails Community Development Districts and its respective officers, agents, and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity, for any injuries, death, theft and real or personal property damage of any nature arising out of, or in connection with, the use of the facility by such person, his or her children and his or her guests. Should any person 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 facility owned, or 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).
5. Nothing contained in these policies shall constitute or be construed as a waiver of the Ridgewood Trails Community Development Districts' limitations on liability contained in Section 768.28, F.S., or other statutes.

Suspension and Termination of Privileges

1. Introduction. This rule addresses disciplinary and enforcement matters relating to the use of the Amenity Center and other properties owned and managed by the District ("Amenity facilities" or "Amenity").
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 Amenities.
3. Access Cards. Access cards are the property of the District. The District may request surrender of, or may deactivate, a person's access card for violation of the District's rules and policies established for the safe operations of the District's Amenity facilities.
4. Suspension and Termination of Rights. The District shall have the right to restrict, suspend, or terminate the Amenity access of any person and members of their household to use all or a portion of the Amenities for any of the following acts (each, "Violation"):
 - a. Submitting false information on any application for use of the Amenities, including but not limited to facility rental applications;

- b. Failing to abide by the terms of rental applications;
- c. Permitting the unauthorized use of an access card or otherwise facilitates or allows 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., Ridgewood Trails CDD Policies);
- g. Treating the District's staff, contractors, representatives, residents, landowners, Patrons, or guests, in a harassing or abusive manner;
- h. Damaging, destroying, rendering inoperable or interfering with the operation of District property, or other property located on District property;
- i. Failing to reimburse the District for property damaged by such person, or a minor for whom the person has charge, or a guest;
- j. Engaging in conduct that is likely to endanger the health, safety, or welfare of the District, its staff, contractors, representatives, residents, landowners, Patrons, or guests;
- k. Committing or is alleged, in good faith, to have committed a crime on or off District property that leads the District to reasonably believe the health, safety or welfare of the District, its staff, contractors, representatives, residents, landowners, Patrons, or guests is likely endangered;
- l. Engaging in another Violation after a verbal warning has been given by staff (which verbal warning is not required); or
- m. Such person's guest or a member of their household commits any of the above Violations.

Termination of Amenity access shall only be considered and implemented by the Board in situations that pose a long term or continuing threat to the health, safety and/or welfare of the District, its staff, contractors, representatives, residents, landowners, Patrons, or guests. The Board, in its sole discretion and upon motion of any Board member, may vote to rescind a termination of Amenity access.

- 5. Administrative Reimbursement. The Board may in its discretion require payment of an administrative reimbursement of up to Five Hundred Dollars (\$500) in order to offset the legal and/or administrative expenses incurred by the District as a result of a Violation ("Administrative Reimbursement"). Such Administrative Reimbursement shall be in addition to any suspension or termination of Amenity access, any applicable legal action warranted by the circumstances, and/or any Property Damage Reimbursement (defined below).
- 6. Property Damage Reimbursement. If damage to District property occurred in connection with a

Violation, the person or persons who caused the damage, or the person whose guest caused the damage, or the person who 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.

7. Removal from Amenity Facilities. The District Manager, General Manager, Amenity Manager and onsite staff each have the independent ability to remove any person from the Amenity facilities if a Violation occurs, or if in his or her discretion, it is in the District’s best interest to do so.
8. Initial Suspension from Amenity Facilities. The District Manager, General Manager, Amenity Manager or his or her designee may at any time restrict or suspend for cause or causes, including but not limited to a Violation, any person’s access to the Amenity facilities until a date not later than the next regularly scheduled meeting date of the Board that is scheduled to occur at least twenty-one (21) days after the date of initial suspension. In the event of such a suspension, the District Manager or his or her designee shall mail a letter to the person suspended referencing the conduct at issue, the sections of the District’s rules and policies violated, the time, date, and location of the next regular Board meeting where the person’s suspension will be presented to the Board, and a statement that the person has a right to appear before the Board and offer testimony and evidence why the suspension should be lifted. If the person is a minor, the letter shall be sent to the adults at the address within the community where the minor resides.
9. Hearing by the Board; Administrative Reimbursement; Property Damage Reimbursement.
 - a. At the Board meeting referenced in the letter sent under Section 8 above, or as soon thereafter as a Board meeting is held if the meeting referenced in the letter is canceled, a hearing shall be held at which both District staff and the person subject to the suspension shall be given the opportunity to appear, present testimony and evidence, cross examine witnesses present, and make arguments. The Board may also ask questions of District staff, the person subject to the suspension, and witnesses present. All persons are entitled to be represented by a licensed Florida attorney at such hearing.
 - b. After the presentations by District staff and the person subject to the suspension, the Board shall consider the facts and circumstances and determine whether to lift or extend the suspension or impose a termination. In determining the length of any suspension, or a termination, the Board shall consider the nature of the conduct, the circumstances of the conduct, the number of rules or policies violated, the person’s escalation or de-escalation of the situation, and any prior Violations and/or suspensions.
 - c. The Board shall also determine whether an Administrative Reimbursement is warranted and, if so, set the amount of such Administrative Reimbursement.
 - d. The Board shall also determine whether a Property Damage Reimbursement is warranted and, if so, set the amount of such Property Damage Reimbursement. If the cost to clean, repair and/or replace the property is not yet available, the Property Damage Reimbursement shall be fixed at the next regularly scheduled Board meeting after the

cost to clean, repair, and/or replace the property is known.

- e. After the conclusion of the hearing, the District Manager shall mail a letter to the person suspended identifying the Board's determination at such hearing.
10. Suspension by the Board. The Board on its own initiative acting at a noticed public meeting may elect to consider a suspension of a person's access for committing any of the Violations outlined in Section 4. In such circumstance, a letter shall be sent to the person suspended which contains all the information required by Section 8, and the hearing shall be conducted in accordance with Section 9.
 11. Automatic Extension of Suspension for Non-Payment. Unless there is an affirmative vote of the Board otherwise, no suspension or termination will be lifted or expire until all Administrative Reimbursements and Property Damage Reimbursements have been paid to the District. If an Administrative Reimbursement or Property Damage Reimbursement is not paid by its due date, the District reserves the right to request surrender of, or deactivate, all access cards associated with an address within the District until such time as the outstanding amounts are paid.
 12. Appeal of Board Suspension. After the hearing held by the Board required by Section 9, a person subject to a suspension or termination may appeal the suspension or termination, or the assessment or amount of an Administrative Reimbursement or Property Damage Reimbursement, to the Board by filing a written request for an appeal ("Appeal Request"). The filing of an Appeal Request shall not result in the stay of the suspension or termination. The Appeal Request shall be filed within thirty (30) calendar days after mailing of the notice of the Board's determination as required by Section 9(e), above. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt by the District. Failure to file an Appeal Request shall constitute a waiver of all rights to protest the District's suspension or termination, and shall constitute a failure to exhaust administrative remedies. The District shall consider the appeal at a Board meeting and shall provide reasonable notice to the person of the Board meeting where the appeal will be considered. At the appeal stage, no new evidence shall be offered or considered. Instead, the appeal is an opportunity for the person subject to the suspension or termination to argue, based on the evidence elicited at the hearing, why the suspension or termination should be reduced or vacated. The Board may take any action deemed by it in its sole discretion to be appropriate under the circumstances, including affirming, overturning, or otherwise modifying the suspension or termination. The Board's decision on appeal shall be final.
 13. Legal Action; Criminal Prosecution; Trespass. If any person is found to have committed a Violation, such person may additionally be subject to arrest for trespassing or other applicable legal action, civil or criminal in nature. If a person subject to a suspension or termination is found at an Amenity Facility, such Person will be subject to arrest for trespassing. If a trespass warrant is issued to a person by a law enforcement agency, the District has no obligation to seek a withdrawal or termination of the trespass warrant even though the issuance of the trespass warrant may effectively prevent a person from using the District's Amenity facilities after expiration of a suspension imposed by the District.

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

Amendment of Policies

These policies may be modified at any time, upon the approval of the Board of Supervisors of the Ridgewood Trails Community Development District. Immediately following approval of the Board, the modified policies shall be posted on the District's website at <https://ridgewoodtrailsccd.com/>.

Attachment A: Amenity Facility Access Card Form
Attachment B: Amenity Center Rental Application

EXHIBIT A
Amenity Facility Access Card Form

1. Each Patron household will be issued two (2) Facility Access Cards. Replacement cards or additional cards may be purchased at a cost of \$25 per Access Card.
2. Patrons must have their Facility Access Cards with them to enter any Amenity Facilities. All children under sixteen (16) must be accompanied by an adult eighteen (18) years of age or older.
3. All Patrons, their children and guests must adhere to the District’s Rules and Policies at all times.

Last Name:	Address Line 1:
Lot Number:	Address Line 2: Middleburg, FL 32068
Phone Number:	E-Mail
Adult Name:	Work Number:
Adult Name:	Work Number:
Child Name:	Child’s date of birth:
Child Name:	Child’s date of birth:
Child Name:	Child’s date of birth:
Card Number: FIRST 5 DIGITS	Card Number: FIRST 5 DIGITS

The undersigned acknowledges and agrees that the above information is true and correct. It is understood that the Facility Access Cards are the property of the Ridgewood Trails Community Development District (“the District”) and are non-transferable except in accordance with the District’s Rules and Policies. In consideration for the admittance of the above-listed persons and their guests into the District’s Amenity Facilities, the undersigned agrees to indemnify and hold harmless the District, and their Supervisors, officers, agents, consultants and employees, along with any amenity management company its agents and employees from any and all claims for injury, illness, death, loss or damage that might occur as a result of the use of the Amenity Facilities. Nothing herein shall be construed as a waiver of the District’s sovereign immunity beyond any statutory limits pursuant to section 768.28, Florida Statutes, or any other provision of law.

Every family member age 18 and older must sign.

Last Name: _____

Signature: _____ Date: _____

Signature: _____ Date: _____

Signature: _____ Date: _____

Signature: _____ Date: _____

Signature: _____ Date: _____

ACCEPTANCE:

I acknowledge the waiver as set forth below and I agree to its terms. I have also read and agree to abide by the Policies Regarding District Amenity Facilities and the District's Rules of Procedure. I also understand that I am financially responsible for and damages caused by my family members, my guests and me and those damages resulting from the loss or theft of my Amenity Facility Access Card

Signature of Resident: _____ **Date:** _____

WAIVER:

I understand that the Ridgewood Trails Community Development District, and their Supervisors, officers, agents, consultants and employees, assume no responsibility for injuries or illness that my minor child(ren) may sustain as a result of their physical condition or resulting from their participation in any activities, sports, use of the pool, use of exercise equipment, use of the playground or any other Amenity Facilities. I expressly acknowledge, on behalf of myself and my heirs, that I assume the risk for any and all injuries and illness that may result from their participation in these activities or use of the Amenity Facilities. I hereby release and discharge the Ridgewood Trails Community Development District, and their Supervisors, officers, agents, consultants and employees, from any claims for injury, illness, death, loss or damage that my minor child(ren) may suffer as a result of their participation in these activities. I understand that the Ridgewood Trails Community Development District, are not responsible for personal property lost or stolen while participating in activities at the Amenity Center, pool, and recreational facilities.

Signature of Parent of Guardian: _____ **Date:** _____

FOR HOME OWNERS ONLY:

The undersigned, a resident landowner within the District, agrees and acknowledges that it will not provide Facility Access Cards to any Tenant (as used herein, the term Tenant shall include all family members of the specifically named Tenant) without first providing an Amenity Facility Access Card Form (“Registration”), executed by Tenant, to a District Staff member. Should the undersigned provide Facility Access Cards to Tenant without providing a District Staff member with a Registration signed by Tenant, the undersigned agrees to be financially responsible for any damages caused by Tenant and agrees to indemnify the District, its supervisors, agents, staff and District Staff and its successors, from any and all liability for any injuries that Tenant may sustain in conjunction with the usage of the Amenity Facilities. Nothing herein shall be considered as a waiver of the District’s sovereign immunity or limits of liability beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28 Florida Statutes or other statute.

Signature of Home Owner: _____ **Date:** _____

OFFICE USE ONLY

Date Cards Issued

Date Entered in the System

District Staff Signature

CONFIRMATION: Please initial below

_____ Received two (2) Access Cards

_____ Received a copy of Ridgewood Trails District Policies

_____ District Staff reviewed all District Policies and I understand all District policies

EXHIBIT B
Amenity Center Rental Application

Name of Applicant: _____ Date: _____

Email: _____ Phone: _____

Address: _____ City: _____ State: _____

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.

_____ Guest attending a private event may only use the Meeting Room and or small pool for which the event is reserved. Once the event is concluded, the guest limitations set forth in this Policy shall apply.

I agree to indemnify and hold harmless the Ridgewood Trails 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 Ridgewood Trails 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 Ridgewood Trails 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 Ridgewood Trails Community Development District and their agents, supervisors, officers, directors, employees, and staff as additional insured.

Make checks Payable to: Ridgewood Trails 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: _____