

**EXHIBIT A**

**HOLLY HILL ROAD EAST  
COMMUNITY DEVELOPMENT DISTRICT**

*and*

**NORTH BOULEVARD  
COMMUNITY DEVELOPMENT DISTRICT**

**AMENITY FACILITIES POLICIES AND RATES**

**Approved June 19, 2019**

## **AMENITY FACILITIES USER FEE STRUCTURE**

- (1) The Annual User Fee for persons not owning property within the District shall be charged for each Non-Resident Patron and shall be reviewed each year in conjunction with the adoption by the District of its annual budget.
- (2) All Guests must be accompanied by a Patron (as defined below) at all times with a max of four (4) Guests per visit.
- (3) All persons renting or leasing a home from persons owning the property in the District will be required to obtain a Key Card from the Property Owner.

## **DEFINITIONS**

**“Amenity Facilities” or “Amenity”**– 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 dog park, the pool, pool deck, Pool Pavilion, and cabana area, together with their appurtenant facilities and-areas.

**“Amenity Facilities Policies” or “Policies”** – shall mean these Amenity Facilities Policies and Rates of Holly Hill Road East Community Development District and North Boulevard Community Development District, as amended from time to time.

**“Amenity Fee Schedule”** – shall mean that fee schedule attached hereto as Exhibit A and incorporated herein by reference upon adoption which shall be reviewed each year in conjunction with the adoption by the District of its annual budget.

**“Amenity Manager”** – shall mean the District Manager or that person or firm so designated by the District’s Board of Supervisors, including their employees.

**“Annual User Fee”** – shall mean the fee established by the District for any person that is not a Resident and wishes to become a Non-Resident Patron. The amount of the Annual User Fee is set forth in the Amenity Fee Schedule, and that amount is subject to change based on Board action.

**“Board of Supervisors” or “Board” or “Boards”** – shall mean either the Holly Hill Road East Community Development District or North Boulevard Community Development District Board of Supervisors or both.

**“District” or “Districts”** – shall mean the Holly Hill Road East Community Development District and North Boulevard Community Development District.

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

**“Guest”** – shall mean any person or persons who are invited and accompanied by a Patron to participate in the use of the Amenity Facilities. However, an individual may be a Guest of a Patron no more than a total of eight (8) times per calendar year.

**“Key Card”** – shall mean an electronic key card distributed by the District Manager to residents of the District (one per residential unit) to access the Amenity Facilities.

**“Non-Resident”** – shall mean any person or group of persons residing within a single residential unit not owning property in the District who is paying the Annual User Fee to the District for use of all Amenities.

**“Non-Resident Patron”** – shall mean any person or group of persons residing within a single residential unit not owning property in the District who is paying the Annual User Fee to the District for use of all Amenity Facilities.

**“Patron” or “Patrons”** – shall mean Property Owners’, Guests, Non-Resident Patrons, and Renters/Leaseholders who are eighteen (18) years of age and older.

**“Property Owner”** – shall mean that person or persons having fee simple ownership of land within the Holly Hill Road East Community Development District and North Boulevard Community Development District.

**“Renter”** – shall mean any tenant residing in a Property Owner’s home located within the District and pursuant to a valid rental or lease agreement.

**ALL PERSONS USING THE AMENITY FACILITIES DO SO AT THEIR OWN RISK. THE DISTRICT DOES NOT PROVIDE LIFEGUARDS, OR SECURITY PERSONEL, OR OTHER SUPERVISORY PERSONEL FOR THE BENEFIT OF ANYONE OTHER THAN THE DISTRICT.**

#### **GUESTS**

- (1) Patrons who have a Guest are responsible for any and all actions taken by such Guest. Violation by a Guest on any of these Policies as set forth by the District could result in loss of that Patron’s privileges.
- (2) Each Patron may bring no more than four (4) persons as guests to the Amenity Facilities at one time unless the Patron has paid the required usage fee. In the event the Patron has rented the pavilion at the Amenity Facilities, the number of Guests shall be limited by pavilion policies.

#### **RENTER’S PRIVILEGES**

- (1) Property Owners who rent out or lease out their residential unit(s) in the District shall have the right to designate the Renter of their residential unit(s) as the beneficial users of the Property Owners’ Amenity Facilities privileges. All such designations must be in writing

and contain an affirmative statement of the Renter's rights for the use and enjoyment of the Amenity Facilities. A copy of the written designation must be provided to the District Manager before the Renter will be permitted to use the Amenity Facilities.

- (2) A Renter who is designated as the beneficial user of the Property Owner's privileges shall be entitled to the same rights and privileges to use the Amenity Facilities as the Property Owner and shall assume all liabilities associated with the assignment of such rights and privileges.
- (3) During the period when a Renter is designated as the beneficial user of the Property Owner's privilege to use the Amenity Facilities, the Property Owner shall not be entitled to use the Amenity Facilities with respect to that property.
- (4) Property Owners shall be responsible for all charges incurred by their Renters which remain unpaid after the customary billing and collection procedure established by the District. Property Owners are responsible for the deportment of their respective Renters.
- (5) Renters shall be subject to such other rules and regulations as the Board may adopt from time to time.

#### **SERVICE ANIMAL POLICY**

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

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

The District is prohibited from asking about the nature or extent of an individual's disability in order to determine whether an animal is a Service Animal or pet. However, the District may ask whether an animal is a Service Animal required because of a disability and what work or tasks the animal has been trained to perform.

#### **GENERAL AMENITY FACILITIES PROVISIONS**

- (1) Patrons must use their assigned Key Card to enter the Amenity Facilities.

- (2) Children under sixteen (16) years of age must be accompanied by a parent or adult Patron, eighteen (18) years of age or older.
- (3) The Amenity Facilities' hours of operation will be established and published by the District considering the season of the year and other circumstances. The Amenity Facilities will be closed on the following Holidays: Christmas Day, Thanksgiving Day, New Year's Day, and Easter. The Amenity Facilities will also close early at the discretion of the Amenity staff on Christmas Eve and New Year's Eve. Notwithstanding the foregoing, the Amenity staff shall have the discretion to close the Amenity Facilities due to any unforeseen event or circumstance that may pose a threat to the health, safety and welfare of the Patrons.
- (4) Alcoholic beverages shall not be served or sold, nor permitted to be consumed on the Amenity Facilities premises, except at pre-approved special events. Approval may only be granted by the District's Board of Supervisors (present request to the District Manager's Office in advance of the meeting) and will be contingent upon providing proof of event insurance with a minimum of \$1,000,000 in coverage, with the District named as an additional insured. Patrons will be required to hire a licensed and insured vendor of alcoholic beverages, and they must provide proof of this to the District Manager's Office prior to the event.
- (5) Dogs and all other pets (with the exception of certified service animals) are not permitted on the Amenity Facilities. Where dogs are permitted on the grounds, they must be leashed. Patrons are responsible for picking up after all pets as a courtesy to residents.
- (6) Vehicles must be parked in designated areas. Vehicles should not be parked on grass lawns, sidewalks, pathways, or in any way which blocks the normal flow of traffic.
- (7) Fireworks of any kind are not permitted anywhere on the facilities or adjacent areas.
- (8) No Patron, visitor or Guest is allowed in the service areas of the Amenity Facilities.
- (9) The Board of Supervisors reserves the right to amend or modify these policies when necessary and will notify the Patrons of any changes in accordance with the District's Rules of Procedure or applicable Florida law.
- (10) The Board of Supervisors, District Manager, his or her designee, and personnel of the Amenity Facilities have full authority to enforce these policies.
- (11) A facility Key Card will be issued to a property-owning entity at the time they are closing upon property within the District. The fee for the initial card is set forth in the Amenity Fee Schedule. Proof of property ownership may be required annually. All Patrons must use their Key Card for entrance to the Amenity Facilities. The Key Card should not be given out to non-residents. A maximum of two (2) Key Cards will be issued per residential unit.

- (12) For *damaged* Key Cards - Property owners will be charged to replace a damaged Key Card in accordance with the Amenity Fee Schedule. Please contact the District Manager for instructions on how to obtain a replacement Key Card. Damaged Key Cards must be mailed or brought to the District Manager's office prior to obtaining a replacement.
- (13) For *lost* or *stolen* Key Cards – Property owners will be charged to obtain a new Key Card in accordance with the Amenity Fee Schedule. Please contact the District Manager to initiate the replacement process. Please note that all lost or stolen Key Cards will be deactivated for security reasons.
- (14) Smoking, using any paraphernalia designed to consume tobacco or other smokable substances, is not permitted anywhere inside the Amenity Facilities.
- (15) Guests must be registered and accompanied by a Patron before entering the Amenity Facilities.
- (16) Disregard for any Amenity Facilities rules or policies may result in expulsion from the facility and/or loss of Amenity Facilities privileges and will not relieve Patrons of obligations to pay assessments, rates, or fees incurred.
- (17) At the discretion of Amenity Facilities personnel, children between the ages of sixteen (16) and seventeen (17) who violate the rules and policies may be expelled from the facility for one day. Upon such expulsion, a written report shall be prepared detailing the name of the child, the prohibited act committed and the date. This report will be kept on file with the District. Any child who is expelled from the facility three (3) times in a one-year period, shall, until the child reaches the age of eighteen (18), only be entitled to use the facility if accompanied by a Parent or Adult Patron, eighteen (18) years of age or older, at all times.
- (18) Patrons and their Guests shall treat all staff members with courtesy and respect.
- (19) Golf carts, off-road bikes/vehicles, and any unlicensed motor vehicles are prohibited on all property owned, maintained, and operated by the Holly Hill Road East Community Development District and North Boulevard Community Development District or the Amenity Facilities.
- (20) The Amenity Facilities will not offer child care services to Patrons or Guests under the authority or supervision of the District at any of its facilities.
- (21) Skateboarding is not allowed on any Amenity Facilities' property, this includes but is not limited to: pathways, and sidewalks surrounding this area.
- (22) Loss or destruction of property or instances of personal injury:
  - a. Each Patron and each Guest as a condition of invitation to the premises of the center assume sole responsibility for his or her property. The District and its contractors

shall not be responsible for the loss or damage to any private property used or stored on the premises of the Amenity Facilities, whether in lockers or elsewhere.

- b. No person shall remove from the Amenity Facilities' premises any property or furniture belonging to the District or its contractors without proper authorization. Amenity Facilities Patrons shall be liable for any property damage and/or personal injury at the Amenity Facilities, or at any activity or function operated, organized, arranged or sponsored by the District or its contractors, caused by the member, any guests or any family members. The District reserves the right to pursue any and all legal and equitable measures necessary to remedy any losses due to property damage or personal injury.
- c. Any Patron, Guest or other person who, in any manner, makes use of or accepts the use of any apparatus, appliance, facility, privilege or service whatsoever owned, leased or operated by the District or its contractors, or who engages in any contest, game, function, exercise, competition or other activity operated, organized, arranged or sponsored by the District, either on or off the Amenity Facilities premises, shall do so at his or her own risk, and shall hold the Amenity Facilities, the District, the Board of Supervisors, District employees, District representatives, District contractors, and District agents, harmless from any and all loss, cost, claim, injury damage or liability sustained or incurred by him or her, resulting there from and/or from any act of omission of the District, or their respective operators, Supervisors, employees, representatives, contractors, or agents. Any Patron shall have, owe, and perform the same obligation to the District and their respective operators, Supervisors, employees, representative, contractors, and agents hereunder in respect to any loss, cost, claim, injury, damage or liability sustained or incurred by any guest or family member of such Patron.
- d. Should any party bound by these Policies bring suit against the District, the Board of Supervisors or staff, agents or employees of the District, any Amenity Facilities operator or its officers, employees, representatives, contractors or agents in connection with any event operated, organized, arranged or sponsored by the District or any other claim or matter in connection with any event operated, organized, arranged or sponsored by the District, and fail to obtain judgment therein against the District or the Amenity Facilities operator, officers, employee, representative, contractor or agent, said party shall be liable to the District for all costs and expenses incurred by it in the defense of such suit (including court costs and attorney's fees through all appellate proceedings).

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

- (1) Patrons may only gain access to the pool area through the use of their Key Cards. At any given time, a Patron may accompany up to four (4) Guests at the swimming pool.
- (2) No Lifeguards will be on duty. Patrons swim at their own risk while adhering to swimming pool rules.

- (3) Children under sixteen (16) years of age must be accompanied by a Parent or Adult Patron, eighteen (18) years of age or older, at all times for usage of the pool facility.
- (4) Radios, televisions, and the like may be listened to if played at a volume which is not offensive to other members and guests.
- (5) Swimming is permitted only during designated hours, as posted at the pool. Swimming after dusk is prohibited by the Florida Department of Health. During these posted hours Patrons swim at their own risk while adhering to swimming pool rules.
- (6) Pool facilities will be closed during periods of heavy rain, thunderstorms and other inclement weather.
- (7) Showers are required before entering the pools.
- (8) Glass containers and aluminum cans are not permitted in the pool area.
- (9) Children under three (3) years of age, and those who are not reliably toilet trained, must wear rubber lined swim diapers, as well as a swim suit over the swim diaper, to reduce the health risks associated with human waste in the swimming pool/deck area.
- (10) Play equipment, such as floats, rafts, snorkels, dive sticks, and flotation devices must be approved by Amenity Staff prior to use. The facility 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.
- (11) Swimming Pool hours will be posted. Pool availability may be rotated in order to facilitate maintenance of the Amenity Facilities; this usually requires the pool being closed for one (1) full day. Depending upon usage, the pool may require closure for additional periods of time to facilitate maintenance and keep it up to health code.
- (12) No access will be allowed, by a Patron or any other person, before or after Swimming Pool hours. Trespassing may be prosecuted as a criminal offense and may lead to the loss of the Key Card and/or the revocation of access to the Amenity Facilities for the entire household.
- (13) Pets, bicycles, skateboards, roller blades, scooters and golf carts are not permitted on the pool deck area inside the pool gates at any time.
- (14) The Amenity staff reserves the right to authorize all programs and activities, including with regard to the number of guest participants, equipment, supplies, usage, etc., conducted at the pool, including Swim Lessons, Aquatic/Recreational Programs and Pool Parties. Any organized activities taking place at the Amenity Facilities must first be approved by Amenity Staff.
- (15) Any person swimming during non-posted swimming hours may be suspended from using the facility.

- (16) Proper swim attire (no cutoffs) must be worn in the pool.
- (17) No chewing gum is permitted in the pool or on the pool deck area.
- (18) Alcoholic beverages are not permitted in the pool area.
- (19) No diving, jumping, pushing, running or other horseplay is allowed in the pool or on the pool deck area.
- (20) For the comfort of others, the changing of diapers or clothes is not allowed at pool side. Changing tables are provided in the restroom facility.
- (21) No one shall pollute the pool. Anyone who does pollute the pool is liable for any costs incurred in treating and reopening the pool.
- (22) Radio controlled water craft are not allowed in the pool area.
- (23) Pool entrances must be kept clear at all times.
- (24) No swinging on ladders, fences, or railings is allowed.
- (25) Pool furniture is not to be removed from the pool area.
- (26) Loud, profane, or abusive language is absolutely prohibited.

***Swimming Pool: Feces Policy***

- (1) If contamination occurs, the pool will be closed for at least twelve (12) hours and the water will be shocked with chlorine to kill all bacteria.
- (2) Parents should take their children to the restroom before entering the pool.
- (3) 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.

***Swimming Pool: Thunderstorm Policy***

During periods of heavy rain, thunderstorms, and other inclement weather, swimming is prohibited. Amenity staff reserves the right to close the pool during such times.

**FACILITY RENTAL POLICIES**

**The pool, pool deck, and cabana area of the Amenity Facilities is not available for private rental and shall remain open to other Patrons and their Guests during normal operating hours. However, the Pool Pavilion may be rented in accordance with these rental policies.**

**The Patron renting the Pool Pavilion shall be responsible for any and all damage and expenses arising from the event.**

- (1) *Rental Fees:* A non-refundable rental fee will be charged in accordance with the Amenity Fee Schedule. A final guarantee (number) of Guests is to be conveyed to the Amenity Manager no later than ten (10) days before the date of the scheduled event. In absence of a final guarantee, the number indicated on the original agreement will be considered correct. A check *shall* be made out to the “Holly Hill Road East Community Development District” and submitted to the District Manager’s Office at least ten (10) days from the reservation date.
- (2) *Reservations:* Patrons interested in reserving the Pool Pavilion must submit to the Amenity Manager, no later than fourteen (14) days prior to the event, a completed Facilities Use Application indicating the nature of the event, the number of guests that will be attending, the hours when the event will be held, and whether alcohol and/or food will be served. The Amenity Manager will determine if a Special Event Agreement will need to be executed prior to use of the Amenity Facilities. Where determined by the Amenity Manager to be required, a properly executed Special Event Agreement, along with all documentation required therein, must be received by the Amenity Manager no less than ten (10) days prior to the date of the event. The Amenity Manager will review the Facilities Use Application on a case-by-case basis and has the authority to reasonably deny a request. Denial of a request may be appealed to the District’s Board of Supervisors for consideration; however, in no event shall such appeal require the Board of Supervisors to hold a special meeting to consider such appeal, regardless of the timing for an event contemplated by the requesting Patron.
- (3) *Deposit:* At the time of approval, one (1) check or money order (no cash or credit card) made payable to the **Holly Hill Road East Community Development District** should be submitted to the Amenity Manager, received at least ten (10) days from the reservation date, in order to reserve the Pool Pavilion. The check should be in the amount set forth in the Amenity Fee Schedule. The deposit will be returned following the event as provided the District Manager determines that there has been no damage to the facility and the facility has been properly cleaned after use. If the facility is not properly cleaned, the deposit will be kept for this purpose. To receive a full refund of the deposit, the following must be completed:
  - Ensure that all garbage is removed and placed in the dumpster.
  - Remove all displays, favors or remnants of the event.
  - Restore the furniture and other items to their original position.
  - Wipe off counters and table tops.
  - Replace garbage liner.
  - Ensure that no damage has occurred to the Amenity Facilities and its property.

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

(4) *General Policies:*

- Patrons are responsible for ensuring that their Guests adhere to the policies set forth herein.
- The volume of live or recorded music must not violate applicable City and/or County noise ordinances.
- No glass, breakable items or alcohol are permitted in or around the pool deck area.
- Additional liability insurance coverage will be required for all events that are approved to serve alcoholic beverages. This policy also pertains to certain events the District feels should require additional liability coverage on a case by case basis to be reviewed by the District Manager or Board of Supervisors. The District is to be named on these policies as an additional insured party.

**DOG PARK POLICIES**

The Dog Park is restricted to use only by Patrons of the District and their guests. ALL OTHER PERSONS ARE CONSIDERED TRESPASSERS AND MAY BE PROSECUTED AS SUCH UNDER FLORIDA LAW.

- (1) Dogs must be on leashes at all times, except within the Dog Park area.
- (2) Dogs inside the Dog Park must be under voice control by their handler at all times. If voice control is not possible, do not enter the Dog Park.
- (3) Dog handler must have the leash with them at all times.
- (4) Dogs may not be left unattended and must be within unobstructed sight of the dog handler.
- (5) Dogs must be vaccinated and wear a visible rabies and license tag at all times.
- (6) Limit three dogs per Adult dog handler.
- (7) Puppies under four months of age should not enter the Dog Park.
- (8) Children under the age of twelve (12) are not permitted within the Dog Park area.
- (9) Dog handlers are responsible for the behavior of their animals.
- (10) Aggressive dogs are not allowed in the Dog Park. Any dog showing signs of aggression should be removed from the Dog Park immediately.
- (11) Female dogs in heat are not permitted in the Dog Park.
- (12) Human or dog food inside the Dog Park is prohibited.

- (13) Dog handlers must clean up any dog droppings made by their pets.
- (14) Dog handlers must fill in any holes made by their pets.
- (15) Please do not brush or groom pets inside the Dog Park. The Dog Park is for play time.
- (16) Only licensed and insured dog trainers will be permitted to do training at the Dog Park. Owner must register trainer with the District prior to working with the dog.
- (17) The Dog Park is designated a "No Smoking" area.

### **USE OF THE DOG PARK IS AT PATRON'S OWN RISK**

Use of the Dog Park is voluntary and evidences your waiver of any claims against the District resulting from activities occurring at the Dog Park. The District is not responsible for any injury or harm caused by use of the Dog Park.

### **SUSPENSION AND TERMINATION OF PRIVILEGES**

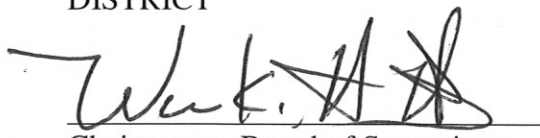
Suspension or termination of Amenity Facilities privileges shall be in accordance with Exhibit B, Suspension and Termination Policies, attached hereto and incorporated herein by reference upon adoption.

**The above policies were adopted by the Board of Supervisors for the Holly Hill Road East Community Development District on this 19<sup>th</sup> day of June, 2019.**

ATTEST:

HOLLY HILL ROAD EAST  
COMMUNITY DEVELOPMENT  
DISTRICT

  
Secretary/Assistant Secretary

  
Chairperson, Board of Supervisors

**The above policies were adopted by the Board of Supervisors for the North Boulevard Community Development District on this 19<sup>th</sup> day of June, 2019.**

ATTEST:

NORTH BOULEVARD COMMUNITY  
DEVELOPMENT DISTRICT

  
Secretary/Assistant Secretary

  
Chairperson, Board of Supervisors

**EXHIBIT A**  
**AMENITY FEE SCHEDULE**

<b>Category</b>	<b>Proposed Rate/Fee</b>
Non-Resident User Fee	\$2500.00
Initial Key Card	\$10.00
Replacement of Damaged Key Card	\$30.00
Replacement of Lost or Stolen Key Card	\$50.00
Rental Fees	\$75.00 (less than 25 guests) \$125.00 (26 to 50 guests) \$175.00 (50+ guests)
Rental Deposit*	\$150.00*
*Refundable subject to proper care and cleaning of facilities.	*If cost of repairs or cleaning exceeds deposit, actual costs may be charged.

## Exhibit B

### Holly Hill Road East Community Development District *Suspension and Termination of Access Rule*

Law Implemented: ss. 120.69, 190.011, 190.012, Fla. Stat. (2023)

Effective Date: May 14, 2024

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**In accordance with Chapters 190 and 120 of the Florida Statutes, and on May 14, 2024, at a duly noticed public meeting, the Board of Supervisors (“Board”) of the Holly Hill Road East Community Development District (“District”) adopted the following rules / policies to govern disciplinary and enforcement matters. All prior rules / policies of the District governing this subject matter are hereby rescinded for any violations occurring after the date stated above.**

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**1. Introduction.** This rule addresses disciplinary and enforcement matters relating to the use of the amenities and other properties owned and managed by the District (“Amenity Centers” or “Amenity Facilities”).

**2. General Rule.** All persons using the Amenity Facilities and entering District properties are responsible for compliance with the rules and policies established for the safe operations of the District’s Amenity Facilities.

**3. Key Card.** Key Cards are the property of the District. The District may request surrender of, or may deactivate, a person’s Key Card for violation of the District’s rules and policies established for the safe operations of the District’s Amenity Facilities.

**4. Suspension and Termination of Rights.** The District, through its Board of Supervisors (“Board”), District Manager, and Amenity Manager, shall have the right to restrict or suspend, and after a hearing as set forth herein, terminate the Amenity Facilities access of any Patron and members of their household or Guests to use all or a portion of the Amenity Facilities for any of the following acts (each, a “Violation”):

- a. Submitting false information on any application for use of the Amenity Facilities, including but not limited to facility rental applications;
- b. Failing to abide by the terms of rental applications;
- c. Permitting the unauthorized use of a Patron Card or otherwise facilitating or allowing unauthorized use of the Amenity Facilities;
- d. Exhibiting inappropriate behavior or repeatedly wearing inappropriate attire;
- e. Failing to pay amounts owed to the District in a proper and timely manner (with the exception of special assessments);
- f. Failing to abide by any District rules or policies (e.g., Amenity Policies);
- g. Treating the District’s staff, contractors, representatives, residents, Patrons or Guests, in a harassing or abusive manner;
- h. Damaging, destroying, rendering inoperable or interfering with the operation of District property, or other property located on District property;
- i. Failing to reimburse the District for property damaged by such person, or a minor

- for whom the person has charge, or a Guest;
- j. Engaging in conduct that is likely to endanger the health, safety, or welfare of the District, its staff, amenities management, contractors, representatives, residents, Patrons or Guests;
- k. Committing or is alleged, in good faith, to have committed a crime on or off District property that leads the District to reasonably believe the health, safety or welfare of the District, its staff, contractors, representatives, residents, Patrons or Guests is likely endangered;
- l. Engaging in another Violation after a verbal warning has been given by staff (which verbal warning is not required); or
- m. Such person's Guest or a member of their household committing any of the above Violations.

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

**5. Authority of District Manager and Amenity Manager.** The District Manager, Amenity Manager, or their designee has the ability to remove any person from one or all Amenities if a Violation occurs or if in his or her reasonable discretion it is the District's best interests to do so. The District Manager, Amenity Manager, or their designee may each independently at any time restrict or suspend for cause or causes, including but not limited to those Violations described above, any person's privileges to use any or all of the Amenities until the next regularly scheduled meeting of the Board of Supervisors that is at least eight (8) days after the initial suspension, as evidenced by the date of notice sent by certified electronic or other mail service or longer if such individual requests deferment of his or her right to due process. In the event of such a suspension, the District Manager or his or her designee shall mail a letter to the person suspended referencing the conduct at issue, the sections of the District's rules and policies violated, the time, date, and location of the next regular Board meeting where the person's suspension will be presented to the Board, and a statement that the person has a right to appear before the Board and offer testimony and evidence why the suspension should be lifted. If the person is a minor, the letter shall be sent to the adults at the address within the community where the minor resides.

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

**7. Property Damage Reimbursement.** If damage to District property occurred in connection with a Violation, the person or persons who caused the damage, or the person whose Guest caused the damage, or the person who has charge of a minor that caused the damage, shall reimburse the District for the costs of cleaning, repairing, and/or replacing the property ("Property Damage Reimbursement"). Such Property Damage Reimbursement shall be in addition to any

suspension or termination of Amenity access, any applicable legal action warranted by the circumstances, and/or any Administrative Reimbursement.

**8. Initial Hearing by the Board; Administrative Reimbursement; Property Damage Reimbursement.**

- a. If a person's Amenity Facilities privileges are suspended, as referenced in Section 5, a hearing shall be held at the next regularly scheduled Board meeting that is at least eight (8) days after the initial suspension, as evidenced by the date of notice sent by certified electronic or other mail service or as soon thereafter as a Board meeting is held if the meeting referenced in the letter is canceled, during which both District staff and the person subject to the suspension shall be given the opportunity to appear, present testimony and evidence, cross examine witnesses present, and make arguments. The Board may also ask questions of District staff, the person subject to the suspension, and witnesses present. All persons are entitled to be represented by a licensed Florida attorney at such hearing if they so choose. Any written materials should be submitted at least seven (7) days before the hearing for consideration by the Board. If the date of the suspension is less than eight (8) days before a Board meeting, the hearing may be scheduled for the following Board meeting at the discretion of the suspensee.
- b. The person subject to the suspension may request an extension of the hearing date to a future Board meeting, which shall be granted upon a showing of good cause, but such extension shall not stay the suspension.
- c. After the presentations by District staff and the person subject to the suspension, the Board shall consider the facts and circumstances and determine whether to lift or extend the suspension or impose a termination. In determining the length of any suspension, or a termination, the Board shall consider the nature of the conduct, the circumstances of the conduct, the number of rules or policies violated, the person's escalation or de-escalation of the situation, and any prior Violations and/or suspensions.
- d. The Board shall also determine whether an Administrative Reimbursement is warranted and, if so, set the amount of such Administrative Reimbursement.
- e. The Board shall also determine whether a Property Damage Reimbursement is warranted and, if so, set the amount of such Property Damage Reimbursement. If the cost to clean, repair and/or replace the property is not yet available, the Property Damage Reimbursement shall be fixed at the next regularly scheduled Board meeting after the cost to clean, repair, and/or replace the property is known.
- f. After the conclusion of the hearing, the District Manager shall mail a letter to the person suspended identifying the Board's determination at such hearing.

**9. Suspension by the Board.** The Board on its own initiative acting at a noticed public meeting may elect to consider a suspension of a person's access for committing any of the

Violations outlined in Section 4. In such circumstance, a letter shall be sent to the person suspended which contains all the information required by Section 5, and the hearing shall be conducted in accordance with Section 8.

**10. Automatic Extension of Suspension for Non-Payment.** Unless there is an affirmative vote of the Board otherwise, no suspension or termination will be lifted or expire until all Administrative Reimbursements and Property Damage Reimbursements have been paid to the District. If an Administrative Reimbursement or Property Damage Reimbursement is not paid by its due date, the District reserves the right to request surrender of, or deactivate, all access cards or key fobs associated with an address within the District until such time as the outstanding amounts are paid.

**11. Appeal of Board Suspension.** After the hearing held by the Board required by Section 8, a person subject to a suspension or termination may appeal the suspension or termination, or the assessment or amount of an Administrative Reimbursement or Property Damage Reimbursement, to the Board by filing a written request for an appeal ("Appeal Request"), as referenced in Section 8(e). The filing of an Appeal Request shall not result in the stay of the suspension or termination. The Appeal Request shall be filed within thirty (30) calendar days after mailing of the notice of the Board's determination as required by Section 8(f), above. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt by the District. Failure to file an Appeal Request shall constitute a waiver of all rights to protest the District's suspension or termination and shall constitute a failure to exhaust administrative remedies. The District shall consider the appeal at a Board meeting and shall provide reasonable notice to the person of the Board meeting where the appeal will be considered. At the appeal stage, no new evidence shall be offered or considered. Instead, the appeal is an opportunity for the person subject to the suspension or termination to argue, based on the evidence elicited at the hearing, why the suspension or termination should be reduced or vacated. The Board may take any action deemed by it in its sole discretion to be appropriate under the circumstances, including affirming, overturning, or otherwise modifying the suspension or termination. The Board's decision on appeal shall be final.

**12. Legal Action; Criminal Prosecution; Trespass.** If any person is found to have committed a Violation, such person may additionally be subject to arrest for trespassing or other applicable legal action, civil or criminal in nature. If a person subject to a suspension or termination is found at the Amenity Facilities, such person will be subject to arrest for trespassing. If a trespass warrant is issued to a person by a law enforcement agency, the District has no obligation to seek a withdrawal or termination of the trespass warrant even though the issuance of the trespass warrant may effectively prevent a person from using the District's Amenity Facilities after expiration of a suspension imposed by the District.

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



# Holly Hill Road East Community Development District

## Amenities Access Registration Form

Name: \_\_\_\_\_

(Resident listed on proof of residency)

Residential Address: \_\_\_\_\_

(Within Holly Hill Road East CDD) Street Address

Davenport

FL

33837

City

State ZIP Code

Mailing Address: \_\_\_\_\_

(If different from Residential) Street Address

City

State ZIP Code

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Additional Resident(s): \_\_\_\_\_

(Using the amenities)

### ACCEPTANCE:

I acknowledge that the Access Card(s) will be received by the above listed residents and that the above information is true and correct. I understand that I have willingly provided all the information requested above and that it may be used by the District for various purposes. **I also understand that by providing this information that it may be accessed under public records laws.** I also understand that I am financially responsible for any damages caused by me, my family members or my guests and the damages resulting from the loss or theft of my Facility Access Card. It is understood that Facility Access Cards are the property of the District and are non-transferable except in accordance with the District's rules, policies and/or regulations. In consideration for the admittance of the above listed persons and their guests into the facilities owned and operated by the District, I agree to hold harmless and release the District, its agents, officers and employees from any and all liability for any injuries that might occur in conjunction with the use of any of the District's amenity facilities (including but not limited to: swimming pools, playground equipment, other facilities), as well while on the District's property. 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: \_\_\_\_\_

Date: \_\_\_\_\_

(Parent or Guardian if a minor)

### RECEIPT OF DISTRICT'S AMENITY POLICIES AND RATES:

I acknowledge that I have been provided a copy of and understand the terms and all policies, including the **Guest Policy**, in the **Amenity Policies and Rates** of the Holly Hill Road East Community Development District.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

(Parent or Guardian if a minor)

### PLEASE EMAIL THIS FORM WITH YOUR PROOF OF RESIDENCY TO:

[amenityaccess@gmscfl.com](mailto:amenityaccess@gmscfl.com)

### OR MAIL TO:

Holly Hill Road East CDD  
Attn: Amenity Access  
219 E Livingston St  
Orlando, FL 32801

### FOR OFFICE USE ONLY:

Date Received: \_\_\_\_\_

Date Issued: \_\_\_\_\_

Card(s): \_\_\_\_\_

Lease Term End: \_\_\_\_\_

(For Renter(s) only)

ADDITIONAL INFORMATION REGARDING THE CDD: <http://hollyhillroadeastcdd.com/>

CONTACT OUR OFFICE: Phone: (689) 500-4540 / Email: [amenityaccess@gmscfl.com](mailto:amenityaccess@gmscfl.com)

TO REPORT AMENITY POLICY VIOLATIONS OR TOWING CONCERNS: Phone: (321) 248-2141