

ROLLING HILLS COMMUNITY DEVELOPMENT DISTRICT



Policies Regarding District Amenity Facilities

Revised August 15, 2023

Purpose and Introduction

This document outlines uniform policies for use of the facilities located on the property owned by the Rolling Hills Community Development District ("District") including the Residents' Club, Fitness Center, Aquatics Facilities, Tennis Courts, Amphitheatre, and Encompassing Parks.

Specific Authority: Chapter 190.035; 190.011; 190.012; 120.54, Florida Statutes

Law Implements: Chapter 190.011; 190.012; 190.035, Florida Statutes

Information contained in these policies is current as of the date of the publication.

Definitions

Adult Caregiver: is a designated caregiver that assists a Resident or Annual Passholder with disabilities or chronic conditions in the tasks of daily life.

Amenity Pass: is an access card issued to Residents and Annual Pass Holders 8 years of age and older.

Annual Pass: is available for purchase to a non-resident for use of the Facilities and Amenities. The Annual Pass entitles the non-resident and members of the non-resident's household to use the Facilities and Amenities of the District, except in cases that mandate a rental fee as specified in the District's rules and policies. Annual Pass Holders are also entitled to participate in functions and activities that Management conducts on a space-available basis. An Annual Pass shall be applicable for a twelve (12) month period from date of purchase. The annual pass for non-residents is Two Thousand, Five Hundred Dollars (\$2,500.00).

Annual Pass Holder: is a non-resident of the District who pays an annual fee to obtain user privileges of the Facilities and Amenities.

Attendees: are Residents, Annual Pass Holders, Guests, Spectators, and Staff present at a facility, recreation area, or function on the District's property.

District Lakes: District stormwater management facilities including the sloped areas of the banks surrounding the lakes and/or stormwater management facilities.

Facilities and Amenities: includes all of the areas known as the Rolling Hills Amenity Center and Encompassing Parks. The Rolling Hills Amenity Center consists of the Residents' Club, Fitness Center, Aquatics Facilities, Amphitheater, and Tennis Courts.

Guest: is someone who is not a Resident or Annual Pass Holder who must be accompanied by a Resident or Annual Pass Holder in order to use the Facilities and Amenities.

Holidays: are New Year's Day, Martin Luther King, Jr. Day, Presidents' Day, Mother's Day, Memorial Day, Father's Day, Independence Day, Labor Day, Columbus Day, Thanksgiving Day,

Christmas Day, and the Friday after Thanksgiving. If a holiday falls on a weekend, holiday guest fees will apply.

Management: is the designated management staff of the current management company operating the Facilities and Amenities on behalf of the District.

Nanny: is a caregiver designated by a Resident or Annual Pass Holder to accompany a Resident or Annual Pass Holder's children under the age of 13 in use of the Facilities and Amenities. A Nanny must be at least 13 years of age.

Operating Hours: are designated in this document for each facility, but may change according to need, season, or usage.

Patron: is an owner of assessable real property within the District on which no residence has been constructed. For purposes of interpreting these policies and unless otherwise indicated, a Patron shall be treated as a Resident.

Resident: is an individual who maintains his or her residence in a home within the District as a property owner, renter, or a member of a property owner's or a renter's immediate household that resides with the Resident on a permanent basis. Residents have rights to user privileges of the Facilities and Amenities except in cases that mandate a rental fee as specified in these policies. Proof of residency is required, and may be in the form of driver's license or photo identification.

Spectator: is a person entering a District Aquatic or Tennis Courts to observe an activity or event such as a swim meet, a tennis match, or a practice.

Staff: is an employee of the current management company operating the Facilities and Amenities on behalf of the District.

Access Privileges

Residents with an Amenity Pass and Annual Pass Holders are authorized to use the Facilities and Amenities of the District in accordance with the District's rules and policies. They are also entitled to participate in functions and activities that Management conducts on a space-available basis. Each Attendee must register prior to entering the Facilities. At the time of registration, each person shall identify themselves, and present proof of access privileges.

To assist Staff in efficiently enforcing these Usage Policies, Attendees may at times be asked to wear wristbands or other indicators that they have presented proof of access privileges. If Attendees are asked to do this, the wristbands or other indicators must be worn at all times while the Attendee is present at the Facilities and Amenities.

Property owners within the District may relinquish their rights, in writing, to their Amenity Pass to the renter of their property if it is the primary residence of the renter. An Amenity Pass issued to a renter shall expire 12 months from issuance, and can be renewed upon verification of

residency within the District.

Unless otherwise provided for herein, neither an Amenity Pass nor an Annual Pass may be sold, loaned, or transferred in any fashion to gain access to user privileges to Facilities and Amenities. Provided however, a Patron who is attempting to sell its property may temporarily assign its Patron status to prospective purchasers thereof after Patron enters into an Agreement Regarding Assignment of Patron Status with the District, in a form prescribed by the District.

Residents or Annual Pass Holders' children and grandchildren who do not reside within the District, who are under 21 years old and who are not household members, may utilize the Facilities and Amenities at no cost if they are accompanied by a Resident or Annual Pass Holder.

Children 5 years of age or younger may utilize the Facilities and Amenities at no cost if a Resident, Annual Pass Holder, or registered Nanny accompanies them. Children older than 5 years of age will be charged Guest Fees in accordance with the District's adopted rates, unless otherwise provided for herein.

Upon registration, a Nanny is allowed unlimited visits to the Facilities and Amenities without paying a Guest Daily Fee when accompanying a Resident or Annual Pass Holder's child under the age of 13. A Nanny is not allowed to utilize the Facilities and Amenities without the Resident or Annual Pass Holder's child.

Upon registration, an Adult Caregiver is allowed unlimited visits to the Facilities and Amenities without paying a Guest Daily Fee when accompanying a Resident or Annual Pass Holder with a documented necessity for the services of an Adult Caregiver. An Adult Caregiver may not bring guests to the Facilities and Amenities. If a Resident or Annual Pass Holder is accompanied by a caregiver other than someone who qualifies as a Nanny or an Adult Caregiver, Management may, at its sole discretion, permit the caregiver to visit the Facilities and Amenities without paying a Guest Daily Fee when accompanying the Resident or Annual Pass Holder's children. The permission will be subject to any terms or conditions imposed by Management.

Spectators for activities such as swim meets, tennis matches, or practices shall register prior to entering the facility. Admission of a Spectator to a facility does not grant user privileges to the Spectator to any swimming pool or tennis court.

Guest Policy

A Resident or Annual Pass Holder may accompany up to four (4) Guests to the Aquatics Facility and Fitness Center, provided that the maximum number of Guests per household shall not exceed four (4).

Conditions of Use of the Amenities and Facilities

Alcohol and Tobacco Usage: State law stipulates that no one under the age of 21 may consume, buy, or otherwise possess any alcoholic beverages on property owned by the District. This rule is strictly enforced on the premises of any District property. Smoking is not allowed inside the Amenity Center or on the pool deck.

Food/Beverages: No glass containers of any type are permitted in any of the Facilities and Amenities. All persons using the pool or park areas must keep the area clean by properly disposing trash or debris.

Noise: Attendees shall not make, cause or permit, if within his or her control, any artificially amplified sound or noise of a continuous duration, which shall disturb the peace, quiet, and repose of any other persons of reasonable and ordinary sensibilities (consistent with Sec. 15-5(b), Clay County Code).

Parking: No parking is allowed on District-owned premises except where designated.

Pets: Dogs or other pets (with the exception of “Service Animal(s)” trained to do work or perform tasks for an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability) are not permitted within any District-owned public accommodations including, but not limited to, amenity buildings (offices, social halls and fitness center), pools, tennis courts, basketball courts, playgrounds, parking lots, open spaces and other appurtenances or related improvements. Dogs or other pets are allowed at the Dog Park. Attendees must clean up after the animals.

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.

Thunderstorm Policy: The lifeguards or Staff are in control of the Aquatics Facility, Water Slide, and pool area (collectively, the “Pool Area”) during thunderstorms, heavy rain, and other

inclement weather. The lifeguards or Staff will determine whether swimming is permitted or not during the times the Aquatic Facility is attended. During periods of heavy rain, thunderstorms, and other inclement weather, the Pool Area will be closed. If heavy rain, thunder and/or lightning occur, everyone will be required to exit the pool and the Pool Area at the first sound of thunder and/or first sighting of lightning for a period of at least thirty (30) minutes. At any point during the 30-minute waiting period, if thunder is heard or lightning is seen, the waiting period will be extended thirty (30) minutes from the last sound of thunder or sight of lightning.

Aquatics Facility and Water Slide

Use of the Aquatics Facility is always at the individual's own risk, even when a lifeguard is present.

The bathing load is set by Clay County at 248 persons. Attendees must present their Amenity Pass or Annual Pass to register when they enter. Attendees must observe the following policies:

- During periods of heavy rain, thunderstorms, and other inclement weather, swimming is prohibited. Staff reserves the right to close the Pool Area during such times in accordance with the Thunderstorm Policy set forth above.
- Everyone must shower before entering the pool.
- Talking to an on-duty lifeguard is not permitted, except in emergencies.
- Persons with documented or visible skin disorders or other maladies that are potentially harmful to others will be denied the use of Aquatic Facility.
- Pool chairs may not be placed in the pool.
- All swimmers must wear proper swimming attire. No cut-offs, shorts with buckles or rivets, or thongs are allowed in the Aquatics Facility.
- Playing is not allowed in the lap lanes. Jumping off starting blocks, hanging on lane lines, and unauthorized diving is prohibited.
- Scuba equipment is not allowed in the pool unless approved by Management in advance.
- Out of consideration for others, radios must be kept at low levels.
- Running, ball playing, and noisy or hazardous activity, is not permitted in the pool area. This includes pushing, rough play, dunking, and dangerous games.
- Diving, large floats, rafts, wave riding boards or water guns are not permitted.

- No food or drink permitted in pool or on pool deck within six (6) feet of the pool. Animals and glass containers are prohibited within the fenced pool area.
- Children 14 years of age and up may swim without the supervision of a companion. Residents or Guests under the age of 14 years of age must be accompanied by a Resident that is 18 years of age or older.
- Parents or companions must be within arm's length of a non-swimmer when in the water.
- Any child not potty-trained (including those using pull-up diapers) must wear an approved swimsuit diaper that fits snugly around the waist and legs. Also, any child wearing a disposable swimsuit diaper must wear a swimsuit over the swimsuit diaper.
- Diapers shall only be changed in the restrooms on the changing tables, and not on the pool deck, tables, or chairs.
- The District is not responsible for lost or stolen items.
- Persons entering the pool after closing time will be considered trespassing and will be subject to arrest.

The following hours apply to the Aquatics Facility during swim season as determined by Management:

Monday - Sunday: 10:00 a.m. - 8:00 p.m.

Management may adjust the hours of operation as needed for special events, parties, operational and maintenance requirements, and severe weather conditions. These events may require the pool to open as early as 7:00 a.m. or as late as 11:00 a.m., and close as early as 3:00 p.m. on certain days.

In addition to the Aquatics Facility polices identified above, the following polices apply to the usage of the District's water slide:

- State law requires riders obey all warnings and directions from the Lifeguards and Management. Riders must behave in a manner that will not cause or contribute to the injury of others or themselves, and report all injuries prior to leaving the Aquatics Facility.
- The water slide may only be used when staffed by lifeguards.
- All riders must be at least 42" tall to ride the water slide.
- Riders must be in good physical health. Pregnant women or individuals with heart or back conditions should not use this slide.
- Maximum operational load is 1 person, 300 pounds.

- The line should form on the pool deck with one rider on each landing.
- No combs or foreign objects are allowed in pockets and no jewelry can be worn while riding the slide. Exposed zippers, buckles, rivets, or metal ornamentation is prohibited.
- No tubes, mats, or life jackets are permitted on the slide.
- Water level is 3'6" or greater and riders must be able to swim.
- Riders must enter the slide in a sitting position and ride feet first while lying on their back with arms crossed over their chest or hands clasped behind their head crossed and their legs crossed at the ankles. Absolutely no riding on your stomach or headfirst is permitted.
- No running, standing, kneeling, tumbling, rotating, or stopping on the slide is permitted. Arms and hands must remain inside the slide at all times.
- No diving from the slide.
- Only one rider at a time. No trains or chains of riders permitted.
- Children 4 years of age and older may slide alone only if: (1) they are capable of swimming in 4 feet of water and (2) they are over 48 inches tall. Otherwise, these children are prohibited from sliding.
- All riders must leave the slide pool promptly after entering.

Fitness Center

Use of the Fitness Center is at each Attendee's own risk. In consideration of each Attendee, all Fitness Center users must adhere to the following policies:

- A Resident or Pass Holder may bring up to two (2) Guests, and must accompany their Guest(s) at all times.
- Attendees should wear proper fitness attire, including shirts and closed toed shoes.
- Proper facility use and etiquette recommendations (such as wiping sweat from machines after use) will be posted inside the facility as a reminder to attendees.
- Children under the age of 14 are not permitted to use the Fitness Center.

Parks

All Attendees shall observe the policies listed below or face disciplinary action. Management may close a park if public safety is threatened by any activity on the premises.

- Park hours of operation are sunrise to sunset.
- No person shall be intoxicated and cause a public disturbance in a park.
- Roller blades and bikes are permitted on sidewalks only.
- No parking is allowed on park premises except where designated.

District Lakes

- The District Lakes primarily function as detention ponds to facilitate the District's system for treatment and attenuation of stormwater run-off and overflow. As a result, contaminants may be present in the water.
- Residents may fish from any District Lakes. The District has a "catch and release" policy for all fish caught in these waters.
- Wading and swimming in District Lakes is prohibited.
- Watercraft of any kind in District Lakes, including but not limited to, boats, rafts or tubes, is prohibited.
- Property owners, residents and patrons shall not engage in any conduct or omission that violates any ordinance, resolution, law, permit requirement, or regulation of any governmental entity relating to the District Lakes.
- No docks or other structures, whether permanent or temporary, shall be constructed and placed in District Lakes, unless such structures are properly permitted and approved by the District and other applicable governmental agencies.
- No foreign materials may be disposed of in the District Lakes, including but not limited to: tree branches, paint, cement, oils, soap suds, building materials, chemicals, fertilizers, or any other material that is not naturally occurring or which may be detrimental to the lake environment.
- Easements through residential backyards along the District Lakes are for drainage and maintenance purposes only. Resident access via these easements is prohibited unless specifically granted by the owner of the property on which the easement is located.

- Any hazardous condition concerning the District Lakes must immediately be reported to the District Manager and the proper authorities.
- Property owners and residents are responsible for their tenants', guests', and invitees' adherence to these policies.
- The District is not responsible for injury or damage to persons or property, including accidental death, resulting from the use of District Lakes.

Tennis Courts

Attendees must observe the following policies and etiquette at all times. The Disciplinary Policies enclosed in this document apply to all Rolling Hills tennis courts.

- A Resident or Pass Holder must accompany their Guest at the time of registration, during the time of their guest usage and will be required to pay the appropriate guest fee.
- Proper tennis attire consists of tennis shoes (not cross-trainers or jogging shoes) and tennis clothing (athletic apparel manufactured expressly for tennis). Street trousers, jeans, bathing or beach attire are not allowed.
- Courtesy and consideration should be observed at all times. Attendees shall not walk across or behind a court while a point is being played. No one shall enter the court when play is in progress. Enter in the appropriate area closest to the back of the court while courts are in use. Excessive noise, racquet throwing, and profanity are not permitted at any time. Disregard for court courtesy should be reported to Management.
- Participation on a team, in a league, or in a clinic is open to Residents, Annual Pass Holders and fee-paying guests only.
- The Tennis Courts observe the following hours of operation: Regular Play 8:00 a.m. - 10:00 p.m.
- Court lights are turned on at dusk and will remain on until 10:00 p.m. If no one is using the courts, lights will be turned off.
- Non-playing children, under the age of 11 shall be directly supervised by a person at least 13 years of age.
- Players under the age of 13 may utilize courts on a space available basis, as determined by Management.
- Bikes, skateboards, skates, and scooters are not permitted to be ridden within the Tennis Courts.

Private Functions, Rentals, Competitions, and Instructions

When possible, all private functions, rentals, competitions, and instructions shall be held before or after operating hours so as not to interfere with the daily operation or to restrict access to the Facilities and Amenities by Residents, Annual Pass Holders, and their Guests. Local school groups, philanthropic or charity organizations may utilize the Facilities and Amenities for league play, lessons, tournaments, meets, matches, practices, etc. subject to an agreement with the District governing such use.

Residents and Annual Pass Holders may hold private functions in accordance with the District's rules and policies, provided that they are in good standing with the District, they are present for the duration of the event, and they ensure that guests that are not Residents or Annual Pass Holders do not remain on the premises beyond the conclusion of the event.

Attendance at private functions is limited to twenty-five (25) Guests without prior authorization from the District. A non-refundable room rental fee of \$75.00 will be charged for private functions.

Renters must submit a deposit in the amount of \$75.00 and rental contract to the District two weeks prior to the date of the event. If the event is cancelled, a 1-week notice must be given or the deposit is forfeited. Failure to comply with the rules regarding guests that are not Residents or Annual Pass Holders may result in a forfeiture of the deposit, loss of Facilities and Amenities privileges, or other disciplinary actions as described in the section on Disciplinary Actions, Suspension and Termination of Privileges.

Suspension and Termination of Access Rule

1. Introduction. This rule addresses disciplinary and enforcement matters relating to the use of the Amenity Facilities.
2. General Rule. All persons using the Amenity Facilities and entering District properties are responsible for compliance with the Policies and Rules established for the safe operations of the Amenity Facilities.
3. Access Cards / Key Fobs. Access Cards are the property of the District. The District may request surrender of, or may deactivate, a person's access card or key fob for violation of the District's Policies and Rules established for the safe operations of the 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, a "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 Amenities;
- 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 Policies and Rules (e.g., this Amenity Policies, Rules and Rates document);
- g. Treating the District's staff, contractors, representatives, residents, landowners, or Patrons 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, or Patrons;
- 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, or Patrons 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 Facilities 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, and Patrons. 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 Amenities. The District Manager, Amenity Manager and onsite staff each have the independent ability to remove any person from the Amenities 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 Amenities. The District 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 Amenities 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 Policies and Rules 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 Policies and Rules 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 or key fobs 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 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 or ineffectiveness of such section.

ACKNOWLEDGMENT AND DISCLAIMER

Any Attendee who, in any manner, makes use of or accepts the use of the Amenities and Facilities or service whatsoever owned, leased or operated by the District or its contractors, or who engages in any activity operated, organized, arranged or sponsored by the District, shall do so at his or her own risk, and shall hold the District, the Board of Supervisors, District employees, District representatives, District contractors, and District agents harmless for any and all loss, cost, claim, injury damage or liability sustained or incurred by him or her, resulting there from and/or from any act or omission of the District, or its Board of Supervisors, employees, representatives, contractors, or agents. Should any party bound by these Amenity and Facilities Policies bring suit against the District or its affiliates, operator, officers, employees, representatives, contractors or agents in connection with any event operated, organized, arranged or sponsored by the District or any other claim or matter in connection with any event operated, organized, arranged or sponsored by the District, and fail to obtain judgment therein against the District or its 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).

I hereby acknowledge the receipt of the Rolling Hills Community Development District Facilities and Amenities Policies, as may be subsequently amended, and agree to abide by the terms and conditions contained therein and such future terms and conditions as may be approved by the Rolling Hills Community Development District Board of Supervisors.

Print Name: _____

Address: _____

Signature: _____

Date: _____