

MAGNOLIA WEST COMMUNITY DEVELOPMENT DISTRICT

Rules, Policies and Fees
For the
Amenity Facilities

Adopted June 4, 2008
Amended February 19, 2016
Amended – October 9, 2018
Amended – August 2, 2022
Amended - May 9, 2023

Magnolia West
Amenity Center
3490 Canyon Falls Dr.
Green Cove Springs, FL. 32043

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 amenity center, together with their appurtenant facilities and areas.

"Amenity Facilities Policies" or "Policies" - shall mean these Amenity Facilities Policies of Magnolia West Community Development District, as amended from time to time.

"Amenity Manager" - shall mean the District Manager or that person or firm so designated by the District's Board of Supervisors.

"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 User. The amount of the Annual User Fee is set forth herein, and that amount is subject to change based on Board action.

"Board of Supervisors" or "Board" - shall mean the Magnolia West Community Development District's Board of Supervisors.

"Guest" - shall mean any person or persons who are invited by a Resident or Non-Resident User to participate in the use of the Amenity Facilities.

"District" - shall mean the Magnolia West Community Development District.

"District Manager" - shall mean the professional management company with which the District has contracted to provide management services to the District.

"Non-Resident User" - shall mean any person or family 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 Residents, Guests, and Non-Resident User 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 Magnolia West Community Development District.

"Renter" - shall mean any tenant residing in a Property Owner's home pursuant to a valid rental or lease agreement.

"Resident" - shall mean any person or persons having residing in a home within the Magnolia West Community Development District that is a Property Owner or a Renter assigned user privileges pursuant to the policies set forth herein.

MAGNOLIA WEST ANNUAL USER FEE

The Annual User Fee for any Non-Resident is \$2,500.00 per year. This payment must be paid in full at the time of completion of the Non-Resident user application and the corresponding agreement. This fee will permit the use of all Amenity Facilities for one (1) full year from the date of receipt of payment by the District. Each subsequent renewal shall be paid in full on the anniversary date of application for use of the Amenity Facilities by the Non-Resident User. Such fee may be increased, not more than once per year, by action of the Board of Supervisors, to reflect increased costs of operation of the amenity facilities. The use of the Amenity Facility is not available for commercial purposes.

GUESTS

- (1) Residents or Non-Resident Users who have a Guest are responsible for any and all actions taken by such Guest. Violation by a Guest of any of these Policies as set forth by the District could result in loss of that Patron's privileges and membership.
- (2) Residents or Non-Resident Users may bring no more than five (5) persons per lot as guests to the Amenities at one time unless the Patron has reserved the Magnolia West room or pool pavilion at the Amenity Facility and has paid the required usage fee. In the event a Patron has rented the Magnolia West room or pool pavilion at the Amenity Facility, the number of Guests shall be limited by the Magnolia West room or pool 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.
- (2) In order for the Renter to be entitled to use the Amenity Facilities, the Renter must complete the Non Resident user application and sign the accompanying agreement. The Annual User Fee will then be waived for the Renter. A Renter who is designated as the beneficial user of the Resident's membership shall be entitled to the same rights and privileges to use the Amenity Facilities as the Resident.
- (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 Renter.
- (5) Renters shall be subject to such other rules and regulations as the Board may adopt from time to time.

GENERAL FACILITY PROVISIONS

All Patrons using the Amenity Facilities are expected to conduct themselves in a responsible, courteous and safe manner, in compliance with all policies and rules of the District governing the Amenity Facilities. Violation of the District's Policies and/or misuse or destruction of Amenity Facility equipment may result in the suspension or termination of District Amenity Facility privileges with respect to the offending Patron.

Two (2) Facility Access Cards will be issued to each property owning entity within, the District and non-resident fee paying entity. The max any more family can hold is two (2) Facility Access Cards at any one time.

The Board reserves the right to amend, modify, or delete, in part or in their entirety, these Policies when necessary, at a duly-noticed Board meeting, and will notify the Residents and Non-Resident Users of any changes. However, in order to change or modify rates or fees beyond the increases specifically allowed for by the District's rules and regulations, the Board must hold a duly-noticed public hearing on said rates and fees.

- (1) Children under thirteen (13) years of age must be accompanied at all times by a parent or adult Patron over eighteen (18) years of age.
- (2) Dogs and all other pets (with the exception of Seeing Eye dogs) are not permitted at the Amenity Facilities.
- (3) 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.
- (4) Fireworks of any kind are not permitted anywhere at or on the Amenity Facilities or adjacent areas.
- (5) The Board of Supervisors (as an entity), its appointee, and the District Manager shall have full authority to enforce these policies.
- (6) Smoking is not permitted at any of the Magnolia West Amenity Facilities or lands.
- (7) Glass and other breakable items are not permitted at any Amenity Facility.
- (8) Patrons and their Guests shall treat all staff members with courtesy and respect.
- (9) Off-road bikes/vehicles are prohibited on all property owned, maintained and operated by the District or on any of the Amenity Facilities.
- (10) The District will not offer childcare services to Patrons at any of the Amenity Facilities.
- (11) Skateboarding and rollerblading are not allowed on the Amenity Facilities property at any time. This includes, but is not limited to, the Amenity Center, tennis courts, playground area, and sidewalks surrounding these areas.
- (12) Events/Performances at any Amenity Facility, including those by outside entertainers, must

be approved in advance by the District Manager.

- (13) Alcoholic beverages are not permitted at any District owned facility or property at any time.
- (14) Commercial advertisements shall not be posted or circulated in the Amenity Facilities. Except as may otherwise be permitted by law, petitions, posters or promotional material shall not be originated, solicited, circulated or posted on Amenity Facilities property unless approved in writing by the District Manager.
- (15) The Amenity Facilities shall not be used for commercial purposes. The term "commercial purposes" shall mean those activities which involve, in any way, the provision of goods or services for compensation.
- (16) Firearms or any other weapons are not permitted in any of the Amenity Facilities.
- (17) The District Manager reserves the right to authorize all programs and activities, including the number of participants, equipment and supplies usage, facility reservations, etc., at all Amenity Facilities, except usage and rental fees that have been established by the Board.
- (18) Loitering (the offense of standing idly or prowling in a place, at a time or in a manner not usual for law-abiding individuals, under circumstances that warrant a justifiable and reasonable alarm or immediate concern for the safety of persons or property in the vicinity) is not permitted at any Amenity Facility.
- (19) All Patrons shall abide by and comply with any and all federal, state and local laws and ordinances while present at or utilizing the Amenity Facilities, and shall ensure that any minor for whom they are responsible also complies with the same.
- (20) Inclement Weather - Patrons must vacate the pool when lightning is present within 10 miles of the facility. No one may re-enter the pool until 30 minutes of last thunder or until onsite staff authorizes re-entry. If the facility will be impacted by a named storm (tropical storm, hurricane), the facility will close 48 hours prior to projected landfall and remain closed until staff can inspect and safely reopen.

LOSS OR DESTRUCTION OF PROPERTY OR INSTANCES OF PERSONAL INJURY

- (1) Each Patron, as a condition of use of the Amenity Facilities, assumes 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 or in any of the Amenity Facilities.
- (2) No person shall remove from the room in which it is placed, or from any Amenity Facility, any property or furniture belonging to the District or its contractors without proper authorization from the District Manager or the Board. Residents and Non-Resident Users 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, which is caused by a Resident or Non-Resident User or a Guest or family member(s) of the same. The District reserves the right to pursue any and all legal and

equitable measures necessary to remedy any losses it suffers due to property damage or personal injury caused by a Resident or Non-Resident User or a Guest or family member(s) of the same.

- (3) Any Patron 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' owners, 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 therefrom and/or from any act of omission of the District, or their respective operators, supervisors, employees, contractors or agents. Any Patron shall have, owe, and perform the same obligation to the District and their respective operators, supervisors, employees, representatives, contractors, and agents hereunder with respect to any loss, cost, claim, injury, damage or liability sustained or incurred by any Guest or Patron.
- (4) Should any party bound by these Policies bring suit against the District, the Board of Supervisors or staff, agents or employees of the District, or any Amenity Facility 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' operators, officers, employees, representatives, contractors or agents, said party bringing suit shall be liable to the prevailing party (i.e. the District, etc.) for all costs and expenses incurred by it in the defense of such suit, including court costs and attorney's fees through all appellate proceedings.

AMENITY FACILITY OPERATIONS

Hours: The District Amenity Facilities are available for use by Patrons during normal operating hours to be established and posted by the District.

Emergencies: After contacting 911 if required, all emergencies and injuries must be reported to the office of the District Manager (phone number 904-436-6270).

District Equipment: All equipment owned, by the District and available for use by Patrons and Guests must remain in the Amenity Facilities. Should the equipment be removed damaged, missing pieces or in worse condition than when it was used by a Patron, that Patron will be responsible to the District for any cost associated with repair or replacement of the equipment.

Please note that the Amenity Facilities are unattended facilities. Persons using the Amenity Facilities do so at their own risk. Additional staff members are not present to provide personal training, exercise consultation or athletic instruction, unless otherwise noted, to Patrons or

Guests. Persons interested in using the Amenity Facilities are encouraged to consult with a physician prior to commencing a fitness program.

GENERAL SWIMMING POOL RULES

NO LIFEGUARD ON DUTY- SWIM AT YOUR OWN RISK

- (1) Children under thirteen (13) years of age must be accompanied at all times by a parent or adult Patron during usage of the pool facility.
- (2) No diving, jumping, pushing, running or other horseplay is allowed in the pool or on the pool deck area.
- (3) Hanging on the lane lines, interfering with the lap-swimming lane, and diving are prohibited.
- (4) Radios, tape players, CD players, MP3 players and televisions are not permitted unless they are personal units equipped with headphones.
- (5) Swimming is permitted only during designated hours as posted at the pool, and such hours are subject to change at the discretion of the District Manager. Swimming after dusk is prohibited by the Florida Department of Health. Patrons and Guests swim at their own risk and must adhere to swimming pool rules at all times.
- (6) Showers are required before entering the pool.
- (7) Alcohol, glass containers, food, and drink are prohibited.
- (8) Children under three (3) years of age, and those who are not reliably toilet trained, must wear rubber lined swim diapers, as well as a swimsuit over the swim diaper, to reduce the health risks associated with human waste in the swimming pool/deck area.
- (9) The District Manager or its designee is authorized to direct the discontinued usage of play equipment, such as floats, rafts, snorkels, dive sticks, and flotation devices during times of peak or scheduled activity at the pool, or if the equipment causes a safety concern.
- (10) Swimming pool hours will be posted. Pool availability may be limited or rotated in order to facilitate maintenance of the facility; this usually requires the pool being closed for one (1) full day. This day will be every Monday except for Holidays when the pool will be open; the pool will then be closed on Tuesday. Depending upon usage the pool may require being closed various periods of time to facilitate maintenance and keep it up to health code.
- (11) Pets (except service animals), bicycles, skateboards, roller blades, scooters and golf carts are not permitted on the pool deck area or inside the Amenity Facilities.
- (12) The District Manager or its designee reserves the right to authorize all programs and activities (including the number of participants, equipment and supplies usage, etc.) conducted at the pool, including swim lessons and aquatic/recreational programs.
- (13) Any person swimming during non-posted swimming hours may be suspended from using the facility.
- (14) Proper swim attire (no cutoffs) must be worn in the pool.
- (15) No chewing gum is permitted in the pool or on the pool deck area.
- (16) For the comfort of others, the changing of diapers or clothes is not allowed poolside.
- (17) No one shall pollute the pool. Anyone who pollutes the pool is liable for any costs incurred in treating and reopening the pool.
- (18) Radio controlled water craft are not allowed in the pool area.
- (19) Pool entrances must be kept clear at all times.
- (20) No swinging on ladders, fences, or railings is allowed

- (21) Pool furniture is not to be removed from the pool area.
- (22) Loud, profane, or abusive language is absolutely prohibited.
- (23) No physical or verbal abuse will be tolerated.
- (24) Tobacco products are not allowed in the pool area.
- (25) Illegal drugs are not permitted.
- (26) The District is not responsible for lost or stolen items.
- (27) Chemicals used in the pool/spa may affect certain hair or fabric colors. The District is not responsible for these effects.
- (28) The Amenity Center pool and covered lanai area may not be rented at anytime; however, access may be limited at certain times for various District functions, as approved by the Board.
- (29) The Amenity Center pool may not be used by any Patron who is under the influence of alcohol or drugs.

SWIMMING POOL: FECES POLICY

- (1) If contamination occurs, the pool will be closed for twelve (12) hours so that remedial measures may be taken to ensure safe swimming conditions.
- (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.

FITNESS TRAINING ROOM POLICIES

Eligible Users: Patrons sixteen (16) years of age and older are permitted to use the District fitness training room during designated operating hours. No children under the age of sixteen (16) are allowed in the District fitness training room at any time without specific consent from the District's Board.

Food and Beverage: Food (including chewing gum) is not permitted within the District fitness training room. Beverages, however, are permitted in the District fitness training room if contained in non-breakable containers with screw top or sealed lids. Alcoholic beverages are not permitted. Smoking is not permitted in the fitness training room.

- (1) Appropriate attire and athletic non slip footwear (covering the entire foot) must be worn at all times in the District fitness training room. Appropriate attire includes t-shirts, tank tops, shorts, leotards, and/or sweat suits (no swimsuits)
- (2) Each individual is responsible for wiping off fitness equipment after use.
- (3) Use of personal trainers is permitted in the District fitness training room per approval of the District Manager.
- (4) Hand chalk is not permitted to be used in the District fitness training room.
- (5) Radios, tape players and CD players are not permitted unless they are personal units equipped with headphones.
- (6) No bags, gear, or jackets are permitted on the floor of the District fitness training room or on the fitness equipment
- (7) Weights or other fitness equipment may not be removed from the District fitness centers.
- (8) Please limit use of cardiovascular equipment to thirty (30) minutes and step aside between multiple sets on weight equipment if other persons are waiting.
- (9) Please be respectful of others. Allow other Patrons and Guests to also use equipment, especially the cardiovascular equipment.
- (10) Please replace weights to their proper location after use.

- (11) 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.

TENNIS FACILITY POLICIES

Tennis courts are available on a first come, first serve basis. Use of a tennis court is limited to one and a half (1.5) hours when others are waiting. If no one is waiting, play may continue. Also please note that the Tennis Facility is an unattended facility and persons using the facility do so at their own risk. Persons interested in using the Tennis Facility are encouraged to consult with a physician prior to using the facility.

As a courtesy to other patrons, we ask that all players please recognize and abide by these rules and guidelines. Remember, not only is tennis a lifetime sport, it is also a game of sportsmanship, proper etiquette and fair play.

- (1) Proper tennis etiquette shall be adhered to at all times. The use of profanity or disruptive behavior is prohibited.
- (2) Proper tennis shoes and attire, as determined by the District Manager, are required at all times while on the courts. Shirts must be worn at all times.
- (3) Tennis courts are for Residents and Non-Resident Users and Guests only. Patrons may invite Guests for play, but shall accompany their Guests.
- (4) No jumping over nets.
- (5) Players must clean up after play. This includes "dead" balls, Styrofoam cups, plastic bottles, etc. The goal is to show common courtesy by leaving the court ready for play for Patrons who follow you.
- (6) Court hazards or damages, such as popped line nails, need to be reported to the District Manager for repair.
- (7) Persons using the tennis facility must supply their own equipment (rackets, balls, etc.).
- (8) The tennis facility is for the play of tennis only. Pets, roller blades, bikes, skates, skateboards and scooters are prohibited on the tennis courts.
- (9) Beverages are permitted at the tennis facility if they are contained in non-breakable containers with screw top or sealed lids. No food or glass containers are permitted on the tennis courts.
- (10) No chairs, other than those provided by the District, are permitted on the tennis courts.
- (11) Lights at the tennis facility must be turned off after use.
- (12) Children under the age of thirteen (13) are not allowed to use the tennis facility unless accompanied by an adult Resident or Non-Resident User.

DISTRICT PLAYGROUND/TOT LOT POLICIES

- (1) Children under the age of eight (8) must be accompanied by an adult Patron.
- (2) No roughhousing on the playground.
- (3) Persons using the playground must clean up all food, beverages and miscellaneous trash brought to the playground. Glass containers are prohibited.
- (4) The use of profanity or disruptive behavior is absolutely prohibited.
- (5) Patrons who use the playground do so at their own risk.
- (6) The playgrounds may not be reserved or rented by Patrons; however, they may be reserved by the District for District-sponsored events or functions.

THE AMENITY CENTER RENTAL POLICIES

Residents and Non-Resident Users may reserve the Magnolia West Room and outside Pool Pavilion area through Amenity Center Staff for various meetings, classes, events, etc. for a maximum of five (5) hours per event. The five (5) hour limitation can only be exceeded upon specific authorization from the Board. Residents and Non-Resident Users may not reserve the Magnolia West Room or Pool Pavilion more than four (4) times in any twelve (12) month period. The maximum number of persons attending any event for the Magnolia West Room shall not exceed fifty (50) persons or twenty-five (25) persons for the Pool Pavilion. If the number of persons attending an event exceeds 25 people, Residents and Non-Resident Users must also pay for the salary of a District representative which will present during the event and will be available to provide assistance and coordination. Reservation of the Magnolia West Room and Pool Pavilion is on a first come, first serve basis and is subject to approval by the District Manager. Rental of both the Magnolia West Room and the Pool Pavilion simultaneously is not permitted. Upon application for use of the Magnolia West Room and the Pool Pavilion, the District Manager will determine if a paid attendant will be necessary. If an attendant is necessary, the party requesting the Magnolia West Room or Pool Pavilion will be required to pay the costs associated with the attendant. The Magnolia West Room or Pool Pavilion will not be available for use on the following days:

December 24th
December 31st
Easter Sunday
Memorial Day
Thanksgiving Day

December 25th
January 1st
July 4th
Labor Day

The Amenity Room is not available for rentals during Memorial Day Weekend, Labor Day Weekend or any other weekend on which a federal holiday falls on either a Monday or Friday with the exception of Martin Luther King Day, Washington's Birthday, Columbus Day and Veterans Day.

The Magnolia West pool and pool area, including the surrounding decks and furniture, is not available for reservation and shall remain open to all Patrons and their guests during normal operating hours.

A refundable deposit in the amount established by District rule is required and will be returned after the function is complete provided there is no evidence of damage to the facility. However, should any Patron or his or her guest(s) violates any of the policies set forth in this section or this Amenity Facilities Policies, the event will be immediately cancelled and the applicable security deposit shall be forfeited.

A cleanup fee in the amount established by District rule is required for all functions. Amenity Center Staff should be contacted to make proper arrangements regarding the reservation of the Magnolia West Room and to obtain the amounts of the deposit and cleanup fee.

No open burning or campfires are allowed at the Amenities.

Below are the policies and guidelines set forth and agreed upon by the Board and District Manager regarding events in the Magnolia West Room:

Policies

- (1) Applicant must be a Patron who will be responsible for ensuring that their Guests adhere to the policies set forth herein.
- (2) All applicants will be required to fill out and sign the District Facility Use Application Agreement per the District Manager's office.
- (3) Additional Event Liability Insurance coverage in the amount of One Million Dollars (\$1,000,000) will be required for all events that are approved to serve alcoholic beverages. This policy regarding insurance coverage also pertains to certain events the District determines should require additional Event Liability coverage on a case by case basis (to be reviewed by the District Manager or the Board of Supervisors). The District shall be named as an additional insured party on any such policies, and a certificate of insurance illustrating the appropriate coverage amount and parties is to be provided to the District Manager prior to the event.
- (4) Patrons are not allowed to bring or use their own grills or smokers at the Magnolia West Amenity Center.
- (5) Appropriate attire must be worn at all times in the Magnolia West Amenity Room. Appropriate attire includes t-shirts, tank tops, shorts, leotards, and/or sweat suits (no swimsuits).
- (6) Each individual is responsible for cleaning up the Magnolia West Room after use.
- (7) Do not leave wet clothing, suits, or towels on the furniture or floor.
- (8) Loud music is not permitted.
- (9) Please treat district staff and other Patrons with courtesy and respect.
- (10) Patrons under the influence of alcohol or drugs may not use the Amenity Center Pool.
- (11) If any Patron attending the event violates any of the policies set forth in this section or this Amenity Facilities Policies, the event shall be immediately cancelled and the applicable security deposit shall be forfeited.
- (12) In addition to policy (11) set forth above, if, during the event, the law enforcement is called to the Amenity Facilities due to a Patron's behavior that poses a threat to the health, safety and welfare of other Patrons of the District or to the District's property, then the Amenity Manager or the

District Manager may, in his or her discretion, suspend that Patron's privileges to use the Amenity Facilities, for an appropriate duration in reasonable proportion to the severity of misconduct, or until the date of the next Board of Supervisors meeting, whichever occurs first. Such suspension may be appealed to the Board of Supervisors at their next regularly-held meeting, and the Board may consider, in their sole discretion, whether the suspension should be held as imposed, adjusted, or reversed to reinstate the Patron's privileges.

Schedule of Fees/Deposits

- (1) The non-refundable rental fee for the Magnolia West Room is set as follows: \$50.00 for up to 25 guests or \$100.00 plus the cost of a district representative for 26 up to 50 guests. A non-refundable rental fee for the Pool Pavilion is set as follows: \$50 for up to 25 guests. Both the Magnolia West Room and the pool pavilion have a maximum rental time limit of 5 hours. A final guarantee (number) of Guests is to be conveyed to the Amenity Center Staff no later than five (5) 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 "Magnolia West Community Development District" and submitted to the Amenity Center Staff at the Amenity Center during posted office hours.
- (2) A refundable security deposit of \$150.00 for the Magnolia West Room and \$50 for the pool pavilion shall be charged to the persons making the reservation and shall be submitted to the Amenity Center Staff at the Amenity Center during posted office hours in the form of a separate check (which shall be made payable to the "Magnolia West Community Development District"). To receive a full refund of the deposit, the following must be completed:
 1. Ensure that all garbage is removed from the premises.
 2. Remove all displays, favors or remnants of the event.(No adhesives permitted on walls or windows)
 3. Wipe off and restore the furniture and other items to their original position.
 4. Wipe off counters, table tops and sink area.
 5. Ensure that no damage has occurred to the Magnolia West Room and its surrounding property and facilities if used by Patron and their guests.

If additional cleaning is required, the Resident or Non-Resident User reserving the room 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 District Manager shall determine the amount of deposit to be returned, if any. As provided above, if any Patron attending the event violates any of the policies set forth in this section or this Amenity Facilities Policies, the event shall be immediately cancelled and the applicable security deposit shall be forfeited.

Indemnification

Each organization, group or individual reserving the use of a Amenity Facility (or any part thereof) agrees to indemnify and hold harmless the District, its officers, agents, contractors and employees from 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 District lands, premises and/or Amenity Facilities, including litigation or any appellate proceeding with respect thereto. Nothing herein shall constitute or be construed as a waiver of the District's sovereign immunity granted pursuant to Section 768.28, Florida Statutes.

FISHING POLICY

Patrons may not fish from any lake/retention pond within the Magnolia West Community Development District. No watercrafts of any kind are allowed in these bodies of water except for lake maintenance vehicles. Any violation of this policy will be reported to the local authorities. Swimming is also prohibited in any of the waters. Please use the pools at the Amenity Facilities for swimming. The purpose of these bodies of water is to help facilitate the District's natural water system for runoff and overflow. Anyone who violates this provision does so at their own risk.

RULES: SUSPENSION AND TERMINATION OF PRIVILEGES

Relating to the Health, Safety and Welfare of the Patrons and Damage to Amenity Facilities:

Notwithstanding anything contained herein, the District Manager and/or the Amenity Manager may, at any time, restrict or suspend any Patron's privileges to use any or all of the Amenity Facilities when such action is necessary to protect the health, safety and welfare of other Patrons, or to protect the Amenity Facilities from damage. Such infraction, restriction or suspension shall be imposed, in the discretion of the suspending authority, for an appropriate duration in reasonable proportion to the severity of misconduct. . Such infraction and suspension shall be documented by the suspending authority. The Board of Supervisors shall be notified to review this action and take any appropriate action, in their sole discretion, at the next Board of Supervisors meeting.

Relating to District Policies and Fees for All Amenity Facilities:

A Patron's privileges at any or all Amenity Facilities may be subject to various lengths of suspension or termination for up to one (1) calendar year by the Amenity Manager, District Manager, or the Board of Supervisors, in accordance with procedures identified in the Amenity Facilities Policies, and a Patron may also be required to pay restitution for any property damage, if a he or she:

1. Fails to abide by the District Policies and Fees for All Amenity Facilities established and approved by the Board of Supervisors.
2. Submits false information on facility applications.
3. Permits unauthorized use of an Access Card.
4. Exhibits unsatisfactory behavior, deportment or appearance.
5. Treats the personnel or employees of the District in an unreasonable or abusive manner.
6. Engages in conduct that is improper or likely to endanger the welfare, safety or reputation of the District.
7. Damages or destroys District property.

District Suspension and Termination Process:

In response to any violation of the rules, regulations, policies and procedures specified herein, including, but not limited to, those set forth in preceding paragraphs, the District shall follow the general process outlined below with regard to suspension or termination of a Patron's privileges:

- A. First Offense -Written warning by staff of continued policy violations signed by the Patron/Guest and kept on file at the District Manager's Office.
- B. Second Offense - Automatic suspension of all Amenity Facilities privileges for one (1) week; a written report will be created, signed by the Patron and kept on file at the District Manager's Office.
- C. Third Offense- Automatic suspension from all Amenity Facilities for an appropriate duration in reasonable proportion to the severity of misconduct as determined by the Amenity Manager or District Manager, or until the suspension is removed by the Board of Supervisors at their next regularly scheduled meeting, whichever occurs first. If the suspension is to be considered at the Board meeting, a complete record of all relevant documentation of misconduct at issue and previously documented offenses within the previous twelve (12) months will be presented to the Board for recommendation of suspension or possible termination of the Patron's privileges for up to one (1) calendar year from the Board's approval of termination of privileges.

Notwithstanding the process outlined above, the District Manager and/or Amenity Manager shall have the authority to immediately suspend a Patron's privileges if a Patron's actions pose an immediate threat to the health, safety and welfare of other Patrons or the condition of the Amenity Facilities.

Patrons whose privileges have been suspended or revoked may have the determination reviewed by the District's Board of Supervisors pursuant to Section 3.0 of the District's Rules of Procedure. Any request for a hearing by the District's Board of Supervisors shall act to hold any such suspension being appealed in abeyance.

The above policies were amended and adopted by the Board of Supervisors for the Magnolia West Community Development District on this 9th day of May 2023.