

Middle Village Community Development District



Policies Regarding District Amenity Facilities

Revised May 8, 2023

District Access Cards

1. All adults, age 18 and older, who wish to gain access to any of the amenity facilities or are on district property, must have their own District issued Access Card or gain access via guest policy procedures.
2. While children, under the age of 18, are not required to have their own card, it is highly recommended. To utilize the facilities at ages 13 and above, certain facilities will require that the children have their own cards (please see each facility's rules below) Children under the age of 13 do not need cards; provided they are accompanied by their parent or they gain access via guest policy procedures. All children regardless of age will be expected to have their own district id cards if they are utilizing any facility without a parent present. To allow parents to bring children from their household without a card the household must have properly updated cards/household information on file. No additional charge will be applied for updating parent cards when considering change of number of children listed.
3. Each District fee-paying household will receive 1 complimentary card per person for a maximum of 2 adult cards, and 1 child card per household. Any additional cards for that household will be issued per district policies at a cost of \$8.00 each. Cards are issued at the Double Branch Fitness Center.
4. Replacement of damaged, lost, or stolen access cards shall be at a cost of \$15.00 to the card holder.
5. If a resident's card is no longer operable (other than due to damage or negligence), a District card holder may be issued, at the discretion of management, a new card at the cost of \$8.00.
6. In order to obtain a District Access Card, homeowners will need to provide a government issued photo ID, as well as the following as proof of homeownership: a HUD-1 Settlement Statement or Warranty Deed.
7. Permanent residents who are neither the homeowners nor lease holders of the property must provide proof of residency in the form of a government issued photo ID with a district address listed, and a utility bill with a district address, or a Power of Attorney for the home with a district address listed along with government issued photo ID.
8. In order for renters of a property to obtain a District Access Card, the property owner must first register the property with the district office and sign a "Release of Rights" form. Forms may be found online at www.OakleafResidents.com. Forms may be turned in at the Double Branch Fitness Center. Tenants must then present a valid lease and government issued photo ID with district address, to obtain their district access cards. Only persons listed on the lease document will be issued access cards.
9. Adult children or other Adult family members may be considered as part of the district household for purposes of "Amenity privileges" from the ages of 19 years of age or older if they meet all other residency requirements previously stated in these

policies. Adult children/family member must present valid state identification each year showing the district address. Owners/Lease holders of the district address must sign an affidavit attesting to the adult's residency at the district address. This affidavit will need to be updated each year with presentation of state identification. Adult children/ family members will be required to purchase their own ID cards regardless of number of cards issued to the household. Any children of the Adult child/family member must have their own district ID cards on file from the age of 3 years and older.

10. Minor children, under the age 18, who are family members but not permanent residents can be issued a district access card if documentation is provided to link the child to the home.
11. In order to become a Non-Resident Annual Fee Payer, a person must complete the User Information Sheet, provide government issued photo ID and pay the annual non-resident rate in order to obtain district access cards. Cards will be issued in accordance with all other district policies. Please contact the Access Card Office (Double Branch Fitness Center) for proper forms. Contact information may be found at www.OakleafResidents.com.
12. Guests of district card holders may NOT use a district card holder's access card to use the facilities.
13. One guest (pin number) will be available for each household. This "pin number" will be loaded with one complimentary pack of twelve guest passes. The complimentary passes are only good for a period of one year and will expire each December 31st, whether fully utilized or not. Residents bringing guests during a weekday will utilize one pass per each guest. Residents bringing guests during the weekend (Saturday/Sunday) or holiday will utilize two of their guests passes per each guest. If all 12 guest visits are utilized before the year is complete, a separate "guest pack" may be purchased. The packs are available in either 5 or 10 count increments. 5 count packs will cost \$20, while 10 count packs will cost \$35. All guest passes (additional purchased packages) will expire at the end of the following year (December 31st year after purchasing). The smart card needed for the purchased guest packs will cost \$8 for the first card per household; any additional, lost, damaged, or stolen cards may be purchased / replaced at a cost of \$15.
14. District card holders are limited to guest maximums (other than house guests) as determined by each recreational facility (see following rules) and a maximum of 5 guests per day per household, and 12 guests per week per household maximum for all facilities and/or district grounds.
15. Out of town guests residing in an area outside of a 50-mile radius from Oakleaf; and staying in the home of a District card holder for more than one day shall be permitted to use the District's facilities if the District card holder purchases a loadable smart card and "house guest passes". The rate for house guest passes will be \$5 per person for the first 5 on the pass, \$10 for each person beyond the first five per week. No more than 12 house guests are allowed per household at any one time. The house guests will be verified by staff upon first use. The house guest(s) may use the facility without being accompanied by the resident, however the house guests must

follow all facility rules and policies. House Guests are not permitted to bring additional guests. The smart card needed for the house guest pass will cost \$8 for the first card per household; any additional, lost, damaged, or stolen cards may be purchased / replaced at a cost of \$15. Please see rules for each facility for more information regarding “guest” and “house guest” usage.

16. House guest passes and additional “guest packs” may be purchased at the Middle Village Fitness Center.
17. District card holders must have their District issued Access Card and know their pin number in order for their guest to gain access into any facility.
18. District card holders ages 16 and older may have guests of any age. District card holders under the age of 16 may not have guests.
19. District card holders shall be held accountable for their guests’ behavior under the policies of the district and shall be liable for any property damage caused by his or her guests at the Amenity Center, or at any activity or function operated, organized, arranged or sponsored by the District or its contractors.
20. Middle Village and Double Branch have entered into an Interlocal Agreement regarding Reciprocal Usage of Recreational Facilities. The Agreement allows reciprocal usage of recreational facilities available to residents and feepayers of both Districts. Card holders should review the policies in effect for the amenity site they are visiting as they may differ from the policies establish for their Home (card issuing) District.
21. Qualified individuals with a disability as defined by law, or legal guardians of a qualified individual on the individual’s behalf, may request reasonable accommodations for use of the District’s amenity facilities. If at all possible, accommodation requests should be made to amenity management at least forty-eight (48) hours in advance of the individual’s intended use of the District’s amenity facilities. The District’s amenity management shall consider accommodation requests on a case by case basis and may grant a requested accommodation, grant an alternative accommodation, or deny the requested accommodation if such accommodation is not required by law.

Pool and Water Park

1. Swimming is permitted only when lifeguards are present or during designated Swim at Your Own Risk times, as determined by staff, approved by the district board and posted at the pools.
2. The Middle Village Lap Pool is a Swim at Your Own Risk Pool for residents and their guests who are 18 years of age and older. Children under the age of 18 are not permitted in the Middle Village Lap Pool or on its deck except during sanctioned community events as identified by district management staff or when accompanied by staff or parent when accessing the Aquatics office.

3. Access to the "lap pool" during normal family pool hours will be gained through the front check in station only. During Swim at Your Own risk times early/late, access to the lap pool may be gained through the rear gate (through tennis walkway).
4. During specific posted times there will be "Family Swim At Your Own Risk" with an attendant at all Middle Village Pools. This will allow for swimmers of all ages in these pools. The slides will be closed. All other swim policies will apply.
5. The pool may be closed periodically for maintenance as determined necessary by district and aquatic staff.
6. The Aquatic and District staff must authorize all programs and activities outside of general swim that occur at the pool. This includes swim lessons, aquatic/recreation programs, swim team, and pool parties.
7. Any Person on the pool decks, using the slide or swimming when the facility is closed is considered trespassing and is subject to arrest. Additionally, facility use privileges are subject to suspension.
8. Each District Card Holder must present their access card and sign in upon entering the aquatic complex. No person shall be permitted to access the facility with another person's card including a card held by another member of their household.
9. Children 12 years and younger must be accompanied by a District card holder of least 16 years of age at all times while using the pool facility. Children 13 and older must have their own district ID card to utilize the pools on their own, with an adult district card holder other than their parents (including older siblings), or be checked in via guest policy procedures.
10. In the event of a pool closure for the remainder of the day and within 60 minutes of your arrival with guests you may obtain a rain check for your guests from the pool supervisory staff.
11. Pool entrances must be kept clear at all times.
12. Proper swim attire must be worn at the pool. No cotton, denim or denim cutoffs. No street clothes including shorts, undergarments, sports bras, tank tops, or thong style swim attire are permitted. Additionally swim attire must be worn properly.
13. All persons must shower before entering the pool.
14. Pool furniture is not to be removed from the pool area.
15. Talking to on duty lifeguards is not permitted, except in situations directly related to the immediate safety of the pool users.
16. Glass containers and other sharp or potentially hazardous objects are not permitted in the pool area.
17. No chewing gum is permitted in the pool or on the pool deck area.

18. Large coolers are prohibited, coolers in excess of 25 quarts will not be allowed at any time (approx. 15"x15"x20"). Please see aquatic staff when you check in to verify your cooler is allowed.
19. Alcoholic beverages are not permitted in the pool area.
20. Hanging on the lane lines, interfering with the lap-swimming lane, and unauthorized diving is prohibited. No swinging on ladders, fences, or railings.
21. Games where one holds their breath for long periods of time under water are not permitted.
22. Only approved water play balls will be permitted in the pool. The following are prohibited: tennis balls, large beach balls, basketballs, nerf balls, soccer balls, or any other type of hard non-water sports balls.
23. No diving, jumping, pushing, running or other horseplay is allowed in the pool or on the pool deck area.
24. Scuba equipment is not allowed in any of the pools unless approved by management staff in advance.
25. Radio controlled watercraft are not allowed in the pool.
26. Radios, televisions, and the like may be listened to if played at a sound level, which is not offensive to other users.
27. Play equipment, such as snorkels and dive sticks must meet with the lifeguard's approval prior to use.
28. Roughhousing, loud, profane, and abusive language will not be tolerated. The Suspension and Termination policies as outlined in this document will be enforced for any unacceptable behavior displayed at the aquatic facility.
29. Inflatable rafts, tubes, or floats are not allowed. Pool noodles are permitted. The use of infant water floats with seats is allowed. Arm floats are also allowed. A parent or guardian must be within arm's length of a non-swimmer at all times when in the water regardless of use of flotation device and/or type of flotation devices used.
30. Parents should take their children to the restroom before the children enter the pool.
31. Children under three 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 contamination in the swimming pool/deck area.
32. If a district card holder leaves a child(ren) under the age of 13 at the facility without a District card holder companion 16 years of age or older, privileges may be suspended.

33. Per County Health Regulations, the changing of diapers or clothing is not allowed poolside. Changing stations are available in the poolside restrooms.
34. If contaminations occur, the pool will be closed until the contamination is remedied in accordance with Florida Department of Health and the Center for Disease Control.
35. In accordance with the CDC and Florida Department of Health, if your child has experienced three or more loose bowel movements in a twenty-four-hour period, they should not return to the pool for the subsequent twenty-four hours.
36. In the event that there are multiple contaminations caused by the same individual, such individual shall be responsible for any clean-up or decontamination expenses incurred by the District.
37. Using the slide is done at your own risk.
38. Children must be at least forty-two (42) inches tall to ride the slide.
39. Regardless of height, non-swimmers are not permitted to use the slide.
40. Riders must slide feet first in a laying or sitting position only; No running starts, head first, kneeling or sliding on the stomach.
41. For safety reasons, no one will stand at the bottom of the slide.
42. Only one person may ride the slide at a time.
43. No swim attire with snaps, zippers, metal ornamentation or rivets will be allowed on the slide.
44. Keep arms and hands inside the flumes at all times.
45. No flotation devices, goggles, masks, sunglasses, hats, or large or dangling jewelry are allowed on the water slide.
46. For safety reasons, pregnant women and persons with health conditions or back problems should not ride the water slide.
47. The slide(s) may only be used during pool hours when the water slide is attended by a lifeguard.

Weather Policy

If the district or aquatic staff hear thunder or see lightning, they will clear the pool and pool deck. Activities will resume 30 minutes after the last observed lightning or thunder.

Fitness Center Policies

1. Guests including house guests are prohibited from accessing the fitness center floor during the “peak hours” of 5am until 9am, and then again from 3pm until 10pm each day. Guests, other than house guests, must be accompanied by a District card holder.
2. Hours of operation will be posted at the front of the facility and are subject to change as operations deem necessary.
3. Usage of the fitness center is restricted to District card holders and their guests 16 years of age and older. Children, 14 and 15 years of age, may use the fitness facilities when accompanied by a resident adult (18 years and older). Children 14 and 15 years of age utilizing the fitness facility with a resident adult will be required to have their own district ID card. Children under 14 are not allowed on the fitness floor
4. Patrons exercise at their own risk. Each individual is responsible for his or her own safety.
5. Users must register by signing-in immediately upon entering the facility at the front desk. If staff has stepped away, user must wait for staff to return to check in.
6. All users of the fitness center are expected to conduct themselves in a responsible, courteous and safe manner in compliance with fitness center policies.
7. Athletic clothing is required at all times while on the fitness floor. This includes shorts, pants, leotards, sweat suits and tennis shoes or close toed shoes. If you are not wearing appropriate attire, or you are wet from the pool, you will not be allowed on the fitness floor.
8. No food is permitted on the fitness center floor. Beverages are permitted in the fitness center, but all drinks must be covered and sealed.
9. No chewing gum is permitted in the fitness center.
10. Personal audio devices are not permitted unless they are equipped with headphones.
11. Loud, profane or abusive language is prohibited.
12. Disorderly conduct and horseplay are prohibited.
13. Disregard for any fitness center policy may result in expulsion from the facility and/or loss of fitness center privileges. The Suspension and Termination policies as outlined in this document will be enforced for any unacceptable behavior displayed at the fitness facility
14. Weights and other equipment pieces may not be removed from the fitness center for any reason.

15. Each individual is responsible for wiping off the equipment after use.
16. Cardiovascular equipment usage is limited to 30 minutes if others are waiting for the equipment. In addition, users should step aside between multiple sets on the weight equipment if others are waiting.
17. District management staff reserves the right to discontinue any programs or activities due to safety concerns and other conflicts with the operation of the facility.
18. Hand chalk is not permitted.
19. Benches and weight machines are not to be stepped on.
20. Dumbbells and barbells should be placed on the floor, not the benches, as to not ruin the upholstery and the padding on the benches. Dumbbells and bars are not to be dropped.
21. Fitness and sports programming to include classes, personal training, coaching, etc.. may only be provided by District management staff / Board of Supervisors approved personnel. The Athletic Center staff reserves the right to discontinue any programs or activities due to safety concerns and other conflicts with the operation of the facility.
22. All emergencies, injuries and broken equipment must be reported to the Front Desk Staff immediately, (904)375-9285).

Tennis Courts (Hard Courts)

1. Tennis Courts are available 6:00am – 9:00pm.
2. Use of the tennis courts is limited to District card holders, and their guests.
3. Guests, other than house guests, must be accompanied by a District card holder. District card holders are limited a maximum of 5 guests per day, and 12 guests per week.
4. Children 12 and younger shall be directly supervised by a District card holder at least 16 years of age or older.
5. The tennis courts are available for general play 8am-10pm with a closures mid -day for maintenance. Please see website for court watering times. Tournaments and special events may occur outside of these hours at the discretion of the Director of Tennis. Use of the tennis courts is permitted only during designated operating hours. Those using the facilities outside of these hours will be considered trespassing and are subject to arrest.
6. Tennis courts can be reserved at the Oakleaf page on www.courtsideusa.com. Courts not reserved are made available on a first come, first serve basis. You will have to create an account to use this site.

7. Courts may be reserved for a 90-minute time slot. Court use on non-reserved courts is also limited to the 90-minute limit if others are waiting.
8. Tennis court usage may be limited, from time to time, for sponsored events, tournaments, clinics or lessons, as approved by the Director of Tennis.
9. Courts used for night play must be swept by the user prior to leaving.
10. Proper tennis shoes are required. No running or cross training footwear will be allowed on the courts.
11. Proper tennis attire is required while on the tennis courts. Jeans, jean shorts, bathing or beach attire, cut off sleeves, and street trousers are not permitted on the courts.
12. Proper tennis etiquette should be adhered to at all times. Profanity and/or disruptive behavior are not permitted. The Suspension and Termination policies as outlined in this document will be enforced for any unacceptable behavior displayed at the tennis courts.
13. Tennis courts are for tennis only.

Basketball Courts and Athletic Fields

1. The basketball courts are open from 7am to 9pm.
2. District card holders are limited a maximum of 5 guests per day, and 12 guests per week. Guests, other than house guests, must be accompanied by a District card holder.
3. District card holders must have an access card with them for identification while on the courts or activity fields.
4. Children 12 and younger shall be directly supervised by a District card holder at least 16 years of age or older.
5. The number of players permitted on the basketball courts at any one time is limited to 30.
6. Limit play to 1 hour when other players are waiting. Time limits will be enforced by staff and security.
7. Proper athletic closed toed shoes and attire are required. Shirts must remain on at all times.
8. No food or glass bottles are permitted on basketball courts. Beverages in plastic containers are permitted.

9. No profanity or roughhousing is permitted. The Suspension and Termination policies as outlined in this document will be enforced for any unacceptable behavior displayed at the basketball courts and athletic fields.
10. No hanging on the basketball goal rims.
11. Usage of the basketball court and activity fields may be limited from time to time due to a sponsored event, which must be approved by the Community Manager. Users may be asked to move to accommodate scheduled activities.
12. The basketball courts and activity fields may be closed due to inclement weather or maintenance needs.
13. Fitness and sports programming to include classes, personal training, coaching, etc.. may only be provided by District management staff / Board of Supervisors approved personnel. The Athletic Center staff reserves the right to discontinue any programs or activities due to safety concerns and other conflicts with the operation of the facility.

Playgrounds/Parks

1. Use of the playground is limited to District card holders and their guests.
2. Parks and Playgrounds are open from DAWN TO DUSK only.
3. Children under the age of 8 must be accompanied by and remain within "eyesight" of a District card holder companion at least 16 years of age or older.
4. No roughhousing is permitted on the playground. The Suspension and Termination policies as outlined in this document will be enforced for any unacceptable behavior displayed at the playgrounds/parks.
5. No profanity is permitted.
6. Use of the playground equipment is limited to use by children age 12 and younger.
7. No glass containers of any type are permitted in any District Park.
8. Users must clean up all food, beverages, and miscellaneous trash brought to the playground.
9. Usage of the playground may be limited from time to time due to a sponsored event, which must be approved by Community Manager.

Facility Rentals

1. All events must be booked at least two weeks prior to the event date. Non District card holders may not reserve a rental space more than 30 days prior to their desired date.

2. At the time the reservation is made, separate payments must be made via check, money order or credit card, for the deposit, the room rental, and for the party attendant. All payments are to be made to Middle Village Community Development District and must be delivered to the Rental Coordinator along with completed paperwork.

3. The rental rates and deposits for use of the Grand Banquet Room by District Card Holder are:

\$250 for 4 hours (Mon-Thurs) \$75 each addtl. hour (Mon-Thurs)	\$500 Booking fee /Deposit
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\$800 for 6 hours (Fri-Sun) \$150 each addtl. hour (Fri-Sun)	\$500 Booking fee /Deposit
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\$1000 for 8 hours (Fri-Sun) \$150 each addtl. hour (Fri-Sun)	\$500 Booking fee /Deposit
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\$1500 for 12 hours (Fri-Sun)	\$500 Booking fee /Deposit
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4. Non District card holder rental rates and deposits for the Grand Banquet Room are:

\$450 for 4 hours (Mon-Thurs) \$125 each addtl. hour	\$500 Booking fee /Deposit
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\$1500 for 6 hours (Fri-Sun) \$250 for each addtl. Hour	\$500 Booking fee /Deposit
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\$1800 for 8 hours (Fri-Sun) \$250 each addtl. hour (Fri-Sun)	\$500 Booking fee /Deposit
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\$2400 for 12 hours (Fri-Sun)	\$500 Booking fee /Deposit
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5. The rental rates and deposits for use of the Grand Lawn by a District card holder are:

\$100 for 4 hours (Only available with Wedding)	\$200 Booking fee /Deposit
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6. Non District card holder rental rates and deposits for the Grand Lawn are:

\$200 for 4 hours (Only available with Wedding)	\$200 Booking fee /Deposit
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7. The rental rates and deposits for use of the Back Lawn by a District card holder are:

\$200 for 4 hours	\$200 Booking fee /Deposit
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8. Non District card holder rental rates and deposits for the Back Lawn are:

\$300 for 4 hours	\$200 Booking fee /Deposit
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9. The rental rates and deposits for use of the Pool Patio by a District card holder are:

\$100 for 4 hours (Mon-Thurs)	\$100 Booking fee /Deposit
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\$150 for 4 hours (Fri-Sun)	\$100 Booking fee /Deposit
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10. The rental rates and deposits for use of the Bridal Room by a District card holder are:

\$100 for duration of wedding	Only available with Wedding
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11. The rental rates and deposits for use of the Bridal Room by a Non District card holder are:

\$100 for duration of wedding	Only available with Wedding
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12. There will be a \$200.00 flat fee charged for rentals of the Grand Banquet Room on scheduled staff holidays. This fee applies to any rental on an enumerated holiday as set forth on the District's holiday schedule, a copy of which is available upon request from staff. This fee is in addition to the rental fee and is used to provide for on-call staff.
13. Reoccurring Rentals – each company/person can rent the Grand Banquet Room for one quarter of the year at a time. There is no commitment to renew for another quarter. 30 days prior to the expiration of the rental, renter may request renewal, and must provide the District with attendance at each session during the prior 60 days.
14. The Grand Banquet Room and Grand Lawn shall close at midnight. All parties and events, including clean-up, must conclude by midnight.
15. The rental time period is inclusive of set up and clean-up time.
16. To receive the full refund of the deposit within 10 days after the party, the following must be done immediately upon conclusion of the event:
 - Remove all garbage, place in dumpster and replace garbage liners
 - Take down all party displays
 - Sweep the floor, wipe down counters and clean out the refrigerator
 - All other items as indicated on the check-out list
17. For the Grand Ballroom and Grand Lawn: the deposit is fully refundable if the party is canceled by the district management staff due to dangerous inclement weather (hurricanes, tornado warnings /watches, etc..). If the renter wishes to cancel their event, the cancellation must be communicated to the Rental Coordinator no later than 61 days prior to the scheduled event to receive 50% of the Booking fee / Deposit and 100% of the rental. If the event is cancelled within 30-60 days of the event, 50% of the Booking fee / Deposit and 50% of the rental fee will be returned. If cancelled less than 30 days prior to the event 50% of the Booking fee / Deposit and 0% of the rental fee will be returned.
18. The deposit and rental fee for the pool patio is fully refundable if the party is canceled by the district management staff due to dangerous inclement weather (hurricanes, tornado warnings /watches, etc...). Parties and rentals are not “inclusive” of the usage of the pool. If the pool is closed due to weather this shall not affect the party/rental unless considered “dangerous” by staff. If the renter wishes to cancel their event, the cancellation must be communicated to the Rental Coordinator no later than 31 days prior to the scheduled event to receive

100% of the rental and 50% deposit. If the event is canceled with 30 days or less prior to the event 50% of the deposit and 0% of the rental will be returned.

19. Management reserves the right to adjust pricing and procedures for reservation / rental to allow for usage of rooms during off-peak times.
20. The volume of live or recorded music must not violate applicable Clay County noise ordinances, or unreasonably interfere with residents' enjoyment of their homes.
21. Alcohol is not permitted on District property without proper Liquor Liability Coverage for no less \$1,000,000.

Additional District Policies

1. Pets accompanied by a resident of the District are allowed only in selective areas of District property. Pets are not allowed in any of the following areas in and around the Middle Village Amenity Center or other District grounds at any time:
 - Within the fenced areas defining or enclosing any of the Sports courts/fields or pools
 - On any of the multi-use fields located next to the baseball/softball fields
 - On the Grand Lawn which is designated by the hedges behind the Amenity Center Building
 - On any of the mulched areas of the children's' playground areas throughout the district property
 - Pets are not allowed on any of the walkways/ hallways or rooms within the district buildings/structures

District residents with pets on property are required to be in compliance with the Clay County Animal Control Ordinance that requires pets to be leashed at all times, and that owners must remove any feces deposited by the animal immediately (see sub section (a) and sub section (f) of section 4-22 of the Clay County Animal Control Ordinance). Pet owners failing to comply with the Clay County Ordinance are subject to loss of access to the district property and amenity privileges and/or may be reported to Clay County Animal Control.

2. There will be no skateboards, roller blades/skates, scooters, golf carts, or any motorized vehicles on any district owned properties. This includes but is not limited to parking lots, sidewalks, recreational areas, etc... Users may not ride bikes in paver or sidewalk areas at main building area.
3. Smoking and tobacco products are not permitted anywhere on/within the recreational facilities, parks or playgrounds or building breezeways.
4. Drones may not be flown on district property without first obtaining written permission from on-site management.
5. No Soliciting on District property.

6. Vehicles must be parked in designated areas. Vehicles must not be parked on grass lawns, or in any manner which obstructs the normal flow of traffic. There is to be no overnight parking on any district property. Violators will be towed at the owner's expense.
7. Only grills provided by the district or district approved vendors are permitted outdoors and at the discretion of, and in areas designated by, the Community Manager.
8. Fitness and sports programming to include classes, personal training, coaching, etc.. may only be provided by district / board approved personnel. The District staff reserves the right to discontinue any programs or activities due to safety concerns and other conflicts with the operation of the facility.
9. Fishing is permitted, on a catch and release basis, within the District at public areas other than the prohibited areas set forth below. Fishing from private property, including behind homes, as well as the area between private property and the lake edge, is prohibited unless permission is granted by the landowner. The District reserves the right to designate areas as "no fishing" where it deems it to be in the best interests of the District.
10. Dumping of any material into the district ponds or onto any district property is strictly prohibited. Violators may be held responsible for all costs associated with the clean-up of such dumping.

District Rates (not specifically address in previous facility policies)

<u>Item</u>	<u>Fee</u>
Non-Resident User Access	\$2,200 per household
ProShop Merchandise / Sundries Logo'd clothing, racket, beverages, etc.	\$1 - \$150
"Nanny Pass" 1 pass per registered Nanny - pool only	\$900 plus admin cost (\$15 per card) per summer
Tennis Day Guest Packs 10 pack	\$30 each 10 pack (tennis only)
Tables	\$15 per table
Chairs	\$2 per chair
Projector	\$50
PA Speaker and Mic	\$25

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

1. No person shall remove from the room in which it is placed or from the Amenity Center's premises any property or furniture belonging to the District or its contractors without proper authorization.
2. Each District Card Holder shall be liable for any property damage at the Amenity Center, or at any activity or function operated, organized, arranged or sponsored by the District or its contractors, caused by him or her, his or her guests or family members. The District reserves the right to pursue any and all legal and equitable measures necessary to remedy any losses due to property damage.
3. Each District Card Holder and each guest as a condition of invitation to the premises of the Amenity Center assume sole responsibility for his or her property. The District and its contractors shall not be responsible for the loss or damage to any private property used or stored on the premises of the Amenity Center, whether in lockers or elsewhere.
4. Each District Card Holder, by virtue of his or her use of the District's facilities, agrees to defend, indemnify and hold harmless the Double Branch and Middle Village Community Development Districts and its respective officers, agents, and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity, for any injuries, death, theft and real or personal property damage of any nature arising out of, or in connection with, the use of the facility by such person, his or her children and his or her guests. Should any person bound by these District Policies bring suit against the District or its affiliates, Amenity Center operator, officers, employees, representatives, contractors or agents in connection with any event operated, organized, arranged or sponsored by the District or any other claim or matter in connection with any facility owned, or event operated, organized, arranged or sponsored, by the District, and fail to obtain judgment therein against the District or its Amenity Center operator, officers, employee, representative, contractor or agent, said party shall be liable to the District for all costs and expenses incurred by it in the defense of such suit (including court costs and attorney's fees through all appellate proceedings).
5. Nothing contained in these policies shall constitute or be construed as a waiver of the Double Branch and Middle Village Community Development Districts' limitations on liability contained in Section 768.28, F.S., or other statutes.

Suspension and Termination of Privileges

1. Introduction. This rule addresses disciplinary and enforcement matters relating to the use of the Amenity Center and other properties owned and managed by the District ("Amenity facilities" or "Amenity").
2. General Rule. All persons using the Amenity facilities and entering District properties are responsible for compliance with the rules and policies established for the safe operations of the District's Amenities.

3. Access Cards. Access cards are the property of the District. The District may request surrender of, or may deactivate, a person's access card for violation of the District's rules and policies established for the safe operations of the District's Amenity facilities.
4. Suspension and Termination of Rights. The District shall have the right to restrict, suspend, or terminate the Amenity access of any person and members of their household to use all or a portion of the Amenities for any of the following acts (each, "Violation"):
 - a. Submitting false information on any application for use of the Amenities, including but not limited to facility rental applications;
 - b. Failing to abide by the terms of rental applications;
 - c. Permitting the unauthorized use of an access card or otherwise facilitates or allows unauthorized use of the Amenity facilities;
 - d. Exhibiting inappropriate behavior or repeatedly wearing inappropriate attire;
 - e. Failing to pay amounts owed to the District in a proper and timely manner (with the exception of special assessments);
 - f. Failing to abide by any District rules or policies (e.g., Middle Village CDD Policies);
 - g. Treating the District's staff, contractors, representatives, residents, landowners, Patrons, or guests, in a harassing or abusive manner;
 - h. Damaging, destroying, rendering inoperable or interfering with the operation of District property, or other property located on District property;
 - i. Failing to reimburse the District for property damaged by such person, or a minor for whom the person has charge, or a guest;
 - j. Engaging in conduct that is likely to endanger the health, safety, or welfare of the District, its staff, contractors, representatives, residents, landowners, Patrons, or guests;
 - k. Committing or is alleged, in good faith, to have committed a crime on or off District property that leads the District to reasonably believe the health, safety or welfare of the District, its staff, contractors, representatives, residents, landowners, Patrons, or guests is likely endangered;
 - l. Engaging in another Violation after a verbal warning has been given by staff (which verbal warning is not required); or
 - m. Such person's guest or a member of their household commits any of the above Violations.

- n. If a resident or guest is suspended from the amenities, the Board of Supervisors for the District in which the resident lives shall conduct the suspension review and subsequent proceedings.

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

5. **Administrative Reimbursement.** The Board may in its discretion require payment of an administrative reimbursement of up to Five Hundred Dollars (\$500) in order to offset the legal and/or administrative expenses incurred by the District as a result of a Violation (“Administrative Reimbursement”). Such Administrative Reimbursement shall be in addition to any suspension or termination of Amenity access, any applicable legal action warranted by the circumstances, and/or any Property Damage Reimbursement (defined below).
6. **Property Damage Reimbursement.** If damage to District property occurred in connection with a Violation, the person or persons who caused the damage, or the person whose guest caused the damage, or the person who has charge of a minor that caused the damage, shall reimburse the District for the costs of cleaning, repairing, and/or replacing the property (“Property Damage Reimbursement”). Such Property Damage Reimbursement shall be in addition to any suspension or termination of Amenity access, any applicable legal action warranted by the circumstances, and/or any Administrative Reimbursement.
7. **Removal from Amenity Facilities.** The District Manager, General Manager, Amenity Manager and onsite staff each have the independent ability to remove any person from the Amenity facilities if a Violation occurs, or if in his or her discretion, it is in the District’s best interest to do so.
8. **Initial Suspension from Amenity Facilities.** The District Manager, General Manager, Amenity Manager or his or her designee may at any time restrict or suspend for cause or causes, including but not limited to a Violation, any person’s access to the Amenity facilities until a date not later than the next regularly scheduled meeting date of the Board that is scheduled to occur at least twenty-one (21) days after the date of initial suspension. In the event of such a suspension, the District Manager or his or her designee shall mail a letter to the person suspended referencing the conduct at issue, the sections of the District’s rules and policies violated, the time, date, and location of the next regular Board meeting where the person’s suspension will be presented to the Board, and a statement that the person has a right to appear before the Board and offer testimony and evidence why the suspension should be lifted. If the person is a minor, the letter shall be sent to the adults at the address within the community where the minor resides.
9. **Hearing by the Board; Administrative Reimbursement; Property Damage Reimbursement.**

- a. At the Board meeting referenced in the letter sent under Section 8 above, or as soon thereafter as a Board meeting is held if the meeting referenced in the letter is canceled, a hearing shall be held at which both District staff and the person subject to the suspension shall be given the opportunity to appear, present testimony and evidence, cross examine witnesses present, and make arguments. The Board may also ask questions of District staff, the person subject to the suspension, and witnesses present. All persons are entitled to be represented by a licensed Florida attorney at such hearing.
 - b. After the presentations by District staff and the person subject to the suspension, the Board shall consider the facts and circumstances and determine whether to lift or extend the suspension or impose a termination. In determining the length of any suspension, or a termination, the Board shall consider the nature of the conduct, the circumstances of the conduct, the number of rules or policies violated, the person's escalation or de-escalation of the situation, and any prior Violations and/or suspensions.
 - c. The Board shall also determine whether an Administrative Reimbursement is warranted and, if so, set the amount of such Administrative Reimbursement.
 - d. The Board shall also determine whether a Property Damage Reimbursement is warranted and, if so, set the amount of such Property Damage Reimbursement. If the cost to clean, repair and/or replace the property is not yet available, the Property Damage Reimbursement shall be fixed at the next regularly scheduled Board meeting after the cost to clean, repair, and/or replace the property is known.
 - e. After the conclusion of the hearing, the District Manager shall mail a letter to the person suspended identifying the Board's determination at such hearing.
10. Suspension by the Board. The Board on its own initiative acting at a noticed public meeting may elect to consider a suspension of a person's access for committing any of the Violations outlined in Section 4. In such circumstance, a letter shall be sent to the person suspended which contains all the information required by Section 8, and the hearing shall be conducted in accordance with Section 9.
 11. Automatic Extension of Suspension for Non-Payment. Unless there is an affirmative vote of the Board otherwise, no suspension or termination will be lifted or expire until all Administrative Reimbursements and Property Damage Reimbursements have been paid to the District. If an Administrative Reimbursement or Property Damage Reimbursement is not paid by its due date, the District reserves the right to request surrender of, or deactivate, all access cards associated with an address within the District until such time as the outstanding amounts are paid.
 12. Appeal of Board Suspension. After the hearing held by the Board required by Section 9, a person subject to a suspension or termination may appeal the suspension or termination, or the assessment or amount of an Administrative Reimbursement or Property Damage Reimbursement, to the Board by filing a written request for an appeal ("Appeal Request"). The filing of an Appeal Request shall not result in the stay of the suspension or termination. The Appeal Request shall be filed

within thirty (30) calendar days after mailing of the notice of the Board's determination as required by Section 9(e), above. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt by the District. Failure to file an Appeal Request shall constitute a waiver of all rights to protest the District's suspension or termination, and shall constitute a failure to exhaust administrative remedies. The District shall consider the appeal at a Board meeting and shall provide reasonable notice to the person of the Board meeting where the appeal will be considered. At the appeal stage, no new evidence shall be offered or considered. Instead, the appeal is an opportunity for the person subject to the suspension or termination to argue, based on the evidence elicited at the hearing, why the suspension or termination should be reduced or vacated. The Board may take any action deemed by it in its sole discretion to be appropriate under the circumstances, including affirming, overturning, or otherwise modifying the suspension or termination. The Board's decision on appeal shall be final.

13. Legal Action; Criminal Prosecution; Trespass. If any person is found to have committed a Violation, such person may additionally be subject to arrest for trespassing or other applicable legal action, civil or criminal in nature. If a person subject to a suspension or termination is found at an Amenity Facility, such Person will be subject to arrest for trespassing. If a trespass warrant is issued to a person by a law enforcement agency, the District has no obligation to seek a withdrawal or termination of the trespass warrant even though the issuance of the trespass warrant may effectively prevent a person from using the District's Amenity facilities after expiration of a suspension imposed by the District.
14. Severability. If any section, paragraph, clause or provision of this rule shall be held to be invalid or ineffective for any reason, the remainder of this rule shall continue in full force and effect, it being expressly hereby found and declared that the remainder of this rule would have been adopted despite the invalidity of ineffectiveness of such section.

Amendment of Policies

These policies may be modified at any time, upon the approval of the Board of Supervisors of the Middle Village Community Development District. Immediately following approval of the Board, the modified policies shall be posted on the community bulletin board at the Oakleaf Plantation Athletic Center.