BOGGY BRANCH
COMMUNITY DEVELOPMENT DISTRICT

AMENITIES RULES & POLICIES

Vivian Carvalho District Manager
3501 Quadrangle Blvd, Ste. 270
Orlando, FL 32817
(407) 723-5900

First Coast CMS
Seven Pines Amenity Center
12082 Reunion Circle
Jacksonville, FL 32224

CONTACT INFO:

904-522-6899
Life@SevenPines.com

PART 1: Boggy Branch Community Development District

Amenities Policies

(adopted October 29, 2026)

In accordance with Chapter 190 of the Florida Statutes, and on October 29, 2026, at a duly noticed public meeting, the Board of Supervisors of the Boggy Branch Community Development District adopted the following policies to govern the operation of the District's Amenities. All prior policies of the District are hereby superseded on a going forward basis.

DEFINITIONS

The following definitions shall apply to these policies in their entirety:

"Access Card" – shall mean any identification card issued to Patrons.

"Amenities" and "District Property" – shall mean the properties and areas owned by the District and intended for recreational use and shall include, but not specifically be limited to, the District's clubhouse, fitness center, swimming pool, playgrounds, pickleball courts, event lawns, and other open spaces, together with their appurtenant areas, facilities, equipment, and any other appurtenances.

"Amenities Policies" or "Policies" – shall mean all Amenities Policies of the District, as amended from time to time.

"Amenity Manager" – shall mean the management company, including Community Manager, Lifestyles Director and its employees, staff and agents, contracted by the District to manage the Amenities.

"Annual User Fee" – shall mean the base fee established by the District for the non- exclusive right to use the Amenities. The amount of the Annual User Fee is $5,500.00.

"Board of Supervisors" or "Board" – shall mean the Board of Supervisors of the District.

"Corporate Owner" – shall mean a corporate owner of platted lots or undeveloped land within the District.

"District" – shall mean the Boggy Branch Community Development District.

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

"Family" – shall mean a group of individuals permanently residing under one roof or head of household. This does not include visitors or extended family not residing in the home.

"Guest" – shall mean any person or persons, other than a Patron, who are expressly authorized by the District to use the Amenities, or invited and accompanied by a Patron to use the Amenities.

"Lessee" – shall mean any tenant residing in a Resident's home pursuant to a valid lease agreement.

"Non-Resident" – shall mean any person that does not own property within the District.

"Non-Resident Patron" – shall mean any person or Family not owning property in the District who is paying the Annual User Fee to the District.

"Patron" or "Patrons" – shall mean Residents, Non-Resident Patrons, and Lessee.

"Party" or "Parties" - multiple households gathering with guests, sharing food and beverages, and/or decorating, would be considered a party and is not permitted unless a rental agreement is in place.

"Resident" – shall mean any Corporate Owner or Family owning property within the District.

"The Lodge" – shall mean the clubhouse and surrounding property located at 12082 Reunion Circle, Jacksonville, Florida, 32224. References to The Lodge include the following: Pools, the Splash Pad, The Fitness Center, Pickleball Courts, the Pavilion & Cauldron, the Boat House, the Dock and all parking.

AUTHORIZED USERS

Generally. Only Patrons and Guests, as set forth herein, have the right to use the Amenities. Patrons which are corporate entities are entitled to rent the facilities as provided for herein.

Residents. A Resident and his or her Family have the right to use the Amenities provided that the Resident has not leased their property to Lessees and designated such Lessees as beneficial users of the Resident's rights to use the Amenities.

Non-Residents. A Non-Resident Patron must pay the Annual User Fee in order to have the right to use the Amenities for one full year, which year begins from the date of receipt of payment by the District. This fee must be paid in full before the Non-Resident may use the Amenities. Each subsequent Annual User Fee shall be paid in full on the anniversary date of application.

Lessee's Privileges. Residents who lease residential unit(s) in the District shall have the right to designate the Lessee of the residential unit(s) as the beneficial users of the Resident's privileges to use the Amenities.

1. A Lessee who is designated as the beneficial user of the Resident's rights to use the Amenities shall be entitled to the same rights and privileges to use the Amenities as the Resident.
2. During the period when a Lessee is designated as the beneficial user, the Resident shall not be entitled to use the Amenities.
3. Residents shall be responsible for all charges incurred by their Lessees which remain unpaid after the customary billing and collection procedure established by the District. Resident owners are responsible for the deportment of their respective Lessees.
4. Lessees shall be subject to all rules and policies as the Board may adopt from time to time.

Guests. Except as otherwise provided for herein, a maximum of four Guests per Patron may accompany a Patron who is at least sixteen years of age to the Amenities. Guests must be accompanied by the Patron when using the Amenities, and the Patron will be responsible for any harm caused by the Patron's Guests while using the Amenities. For clarification purposes, the four Guest limitation is a restriction on the total number of Guests that a Patron may bring on behalf of that Patron's particular residence, household or lot – e.g., a Family consisting of four people cannot bring up to four Guests each for a total of sixteen Guests, but instead can only bring a total of four Guests on behalf of the entire household. The District may also in its discretion invite Guests as part of any community programming activities. Applicable fees may apply. Guests shall be subject to all rules and policies as the Board may adopt from time to time.

Registration / Disclaimer. In order to use the Amenities, each Patron, all members of a Patron's Family, and all Guests shall register with the District by executing a Registration Form, and by executing the Consent and Waiver Agreement, a copy of which is attached hereto as **Exhibit A.** **All persons using the Amenities do so at their own risk and agree to abide by the rules and policies for the use of the Amenities. As set forth more fully later herein, the District shall assume no responsibility and shall not be liable for any accidents, personal injury, or damage to, or loss of property arising from the use of the Amenities or from the acts, omissions or negligence of other persons using the Amenities. Patrons are responsible for their actions and those of their Guests.**

ACCESS TO AMENITIES

Use of Access Cards. If issued by the District as a means of entry to the Amenities, Patrons can use their Access Cards to gain access to the Amenities. Upon arrival at the Lodge or other amenity facility, Patrons will scan their Access Cards at the reader located outside of the main entrance doors in order to unlock the doors. Under no circumstance should a Patron provide an Access Card to another person to allow him or her to use the Amenities.

Issuance of Access Cards. If issued by the District, each Patron may receive two Access Card per home. Each Corporate Entity may receive two Access Cards per parcel owned.

Non-Transferrable. Access Cards are the property of the District and are non- transferable except in accordance with the District's rules and policies.

Lost or Stolen Cards. All lost or stolen cards need to be reported immediately to the District. Fees may apply to replace any lost or stolen cards.

COMMUNITY PROGRAMMING

Resources. The District is pleased to offer a wide variety of programs and activities designed to meet the needs of community members of all ages, interests and skill levels. Each year, the Amenity Manager will evaluate and improve upon existing programs, as well as continually add new activities in each category. The format of each program or activity will be structured to most effectively provide participants with a positive recreational experience of the highest caliber. Patrons can easily find information on new programs and events by picking up the monthly program calendars, reviewing the community bulletin board, or by contacting the Amenity Manager at the Lodge:

First Coast CMS
Seven Pines Amenity Center
12082 Reunion Circle
Jacksonville, FL 32224
904-522-6899
Life@SevenPines.com

Registration. Most programs will require advanced registration or an RSVP to allow the staff to plan effectively. To avoid the unnecessary cancellation of a program, register by the posted deadline. Late registrations may be accepted on a case-by-case basis. Due to the nature of some programs and the availability of space, late registration may not always be feasible. Some programs will have maximum registration limitations. In the event a program is full, a waiting list will be created. If there are cancellations in the program, the Patrons on the waiting list will be contacted. This waiting list will also be used to determine if an additional program can be offered.

Programs and Activities. All programs and services including personal training, group exercise, instructional programs, competitive events, and other programs must be conducted through the Amenity Manager or as directed by the Board. A schedule of activities for the Amenities will be posted in each area and updated by the Amenity Manager.

Cancellation by the District. The Amenity Manager will notify Patrons if there is a need to change or cancel a program. If a program is cancelled, Patrons will be issued a refund or credit on their account.

Refunds. Program refunds and credit may be granted on a case by case basis. Refunds and credits requested by Patrons after the program registration deadline or after a program begins may not be approved. Our cancellation policy is as flexible and understanding as possible. Our events are booked with our vendors well in advance and some residents may have been turned away due to capacity limitations. All cancellations by Patrons must be made prior to the registration deadline for a full refund (less the processing fee) to allow others on the waitlist a chance to attend.

Cancellations made by Patrons after the registration deadline are not eligible for a refund due to catering costs and restraints.

GENERAL PROVISIONS
(All Amenities / District Property)

All Patrons and Guests using the Amenities are expected to conduct themselves in a responsible, courteous and safe manner, in compliance with all rules and policies of the District.

Emergencies. After contacting 911 if required, all emergencies and injuries must be reported to the on-site Amenity Manager at Life@SevenPines.com, and to the office of the District Manager at (407) 723-5900.

Except as otherwise stated herein, the following additional guidelines govern all property owned by the District.

1. ***Hours of Operation.*** Operating hours for the various Amenities in the District are provided herein. The District may restrict access or close some or all of the Amenities for purposes of providing a community activity, for making improvements, for conducting maintenance, or other purposes in its sole discretion. Any programs or activities of the District may have priority over other users of the Amenities.
2. ***Animals.*** With the exception of service animals, animals are only permitted in designated areas, and they are not permitted indoors. Where service animals are permitted on the grounds, they must be leashed. Patrons are responsible for picking up after all animals as a courtesy to others and in accordance with the law.
3. ***No Smoking.*** Smoking (including e-cigarettes) is not permitted in any building, or any District owned outdoor Amenity to the maximum extent of the prohibitions set forth in the Florida Clean Indoor Air Act or other subsequent legislation. No employee or contractor of the District shall smoke in any building, or any District owned outdoor Amenity. Any violation of this policy shall be reported to the Amenity Manager.
4. ***Food and Drink.*** Patrons are permitted to bring their own snacks and water while on District Property in designated areas only.
5. ***Glass Containers.*** No glass containers or breakable objects of any kind are permitted.
6. ***Alcohol.*** Alcoholic beverages shall not be served or sold, nor permitted to be consumed on any District owned property, except at pre-approved special events or rentals. Anyone that appears to be under the influence of drugs or alcohol will be asked to leave District property.
7. ***First Come Basis.*** The amenities are available for use by Patrons on a first come first serve basis.
8. ***Chalking.*** Chalking or marking the outdoor areas must be approved in advance and proper marking materials must be used.
9. ***Littering / Clean-Up.*** Patrons must clean up after themselves and dispose of trash in the appropriate receptacles, helping to keep the Amenities clean at all times.

10. ***Private Parties.*** Formal parties of any sort are not permitted on any District Property unless approved by the District (as evidenced by a signed rental agreement), and participants may be asked to leave. For clarity, multiple households gathering with guests, sharing food and beverages, monopolizing spaces and furniture to the exclusion of others, and/or decorating, would be considered a party and is not permitted unless a rental agreement is in place.
11. ***Noise.*** Amplified sound systems and DJs are prohibited unless it is an approved program, event or rental.
12. ***Vehicles.*** Vehicles must be operated on the streets and parked in designated areas. Vehicles should not be parked on grass lawns, or in any way which blocks the normal flow of traffic. Vehicles are prohibited on sidewalks and multi-use pathways. Off-road bikes/vehicles (including ATV's), motorized scooters, E-Bikes or similar motorized vehicles, are prohibited on all property owned, maintained, and operated by the District or at any of the Amenities within District unless they are owned by the District.
13. ***Golf Carts.*** Golf Carts that are legal per the Duval County Ordinance are allowed on roadways and in the designated parking areas at the Amenity Center only.
14. ***Skateboards, Etc.*** Bicycles, skateboards, rollerblades, scooters, hover boards, motorized toys, and other similar uses are limited to roadways, sidewalks and multi-use paths.
15. ***Grills.*** Grills owned by the District are available for Patron Use. Personal grills are not permitted on any District Property.
16. ***Bounce Houses.*** Personally rented or owned bounce houses and similar apparatus are prohibited on all District Property. However, the District may use Bounce Houses in District sponsored events.
17. ***Service Areas.*** Only District employees and staff are allowed in the service areas of the District.
18. ***Courtesy.*** Patrons and their Guests shall treat all staff members and other Patrons and Guests with courtesy and respect.
19. ***Profanity.*** Loud, profane or abusive language is prohibited.
20. ***Horseplay.*** Disorderly conduct and horseplay are prohibited.
21. ***Equipment.*** All equipment and supplies provided for use at the Amenities must be returned in good condition after use. Patrons are encouraged to let the staff know if an area of the Amenities or a piece of equipment is in need of cleaning or maintenance.
22. ***Solicitation and Advertising.*** Sale of any items is prohibited on District Property (for example fundraising, lemonade stands, cookie booths, etc.) Commercial advertisements shall not be posted or circulated in the Amenities. Petitions, posters or promotional material shall not be originated, solicited, circulated or posted on Amenities property unless approved in writing by the District.
23. ***Trespassing / Loitering.*** There is no trespassing or loitering allowed on District Property. Any individual violating this policy may be reported to the local authorities.
24. ***Compliance with Laws.*** All Patrons and Guests shall abide by and comply with any and all federal, state and local laws and ordinances, as well as any District rules and policies, while present at or utilizing the Amenities, or on District Property, and shall ensure that any minor for whom they are responsible also complies with the same.
25. ***Surveillance.*** Various areas of all Amenities are under twenty-four (24) hour video surveillance.
26. ***Lost Property.*** The District is not responsible for lost or stolen items. Staff members are not permitted to hold valuables or bags for Patrons or Guests. All found items should be

turned in to the Amenity Manager for storage in the lost and found. Items will be stored in the lost and found for up to one month.

27. ***Fireworks.*** Fireworks of any kind are not permitted on any District property.
28. ***Contact District Staff.*** If anything is wrong with the equipment or someone gets hurt, notify the District immediately using contact information provided herein..

THE LODGE

In addition to the policies contained under General Provisions previously set forth herein, the following policies apply to The Lodge:

1. ***Hours of Operation.*** The Clubroom at The Lodge is open for residents use via access card from 8:00AM to 8:00PM (7) days of week. The Fitness Center is open from 5:00AM to 10:00PM (7) days a week. The Pools are open from dawn to dusk (7) days a week. The Splashpad is open at designated times and dates only. The Pickleball Courts are open from 7:00AM to dusk, (7) days a week. All hours of operation may be subject to change upon the discretion of District management.
1. ***Registration.*** All Patrons may be required to sign-in upon entering the Lodge.
2. ***Guests.*** Guests must be accompanied by a Patron at all times while using the Amenities.
3. ***Minors.*** Except as otherwise stated herein, children under sixteen (16) years of age must be accompanied by an adult aged eighteen (18) or older.
4. ***Attire.*** With the exception of the pool and wet areas where bathing suits are permitted, Patrons and Guests must be properly attired with shirts and shoes to use the Amenities. Bathing suits and wet feet are not allowed indoors with the exception of the bathroom areas.
5. ***Animals.*** With the exception of service animals, animals are not permitted in any area of The Lodge.
6. ***No Smoking.*** Smoking (including e-cigarettes) is not permitted in any indoor or outdoor area of The Lodge, to the maximum extent of the prohibitions set forth in the Florida Clean Indoor Air Act or other subsequent legislation. Any violation of this policy shall be reported to the Amenity Manager.
7. ***Food and Drink.*** Food and drink will be limited to designated areas only. Patrons are permitted to bring their own snacks and water while using The Lodge.
8. ***Alcohol.*** Alcoholic beverages shall not be served or sold, nor permitted to be consumed on the premises of The Lodge, except at pre-approved special events or rentals. Anyone that appears to be under the influence of drugs or alcohol will be asked to leave The Lodge. Patrons who desire to rent the facility and serve alcohol will be required to adhere to the alcohol policies contained in the rental agreement.
9. ***Parties.*** Parties of any sort are not permitted at The Lodge unless approved by the District as evidenced by a signed rental agreement, and participants may be asked to leave. For clarity, multiple households gathering with guests, sharing food and beverages, and/or decorating, would be considered a party and is not permitted unless a rental agreement is in place.
10. ***Furniture.*** Furniture shall not be moved from its general area. Connecting tables and moving chairs to monopolize spaces and furniture to the exclusion of others beyond what

would be appropriate for a single household is prohibited. Any furniture moved shall be returned to its original state including closing umbrellas after use.

11. ***Service Areas.*** Only District employees and staff are allowed in the service areas of The Lodge.
12. ***Courtesy.*** Patrons and their Guests shall treat all staff members and other Patrons and Guests with courtesy and respect.
13. ***Profanity.*** Loud, profane or abusive language is prohibited.
14. ***Horseplay.*** Disorderly conduct and horseplay are prohibited.
15. ***Equipment.*** All equipment and supplies provided for use at The Lodge must be returned in good condition after use. Patrons are encouraged to let the staff know if an area of The Lodge, or a piece of equipment is in need of cleaning or maintenance.
16. ***Cellular Phones.*** To prevent disturbance to others, use of cellular telephones is limited while in the Lodge and pool deck. Patrons and guests are asked to keep their ringers turned off or on vibrate while in the Lodge and pool deck.
17. ***Contact District Staff.*** If anything is wrong with the equipment or someone gets hurt, notify the District immediately.

FITNESS CENTER

In addition to the policies contained under General Provisions and The Lodge, previously set forth herein, the following policies apply to the District's Fitness Center:

2. ***Hours of Operation.*** The Fitness Center is open for residents use via access card from 5:00AM to 10:00PM (7) days of week.
3. ***Exercise at Your Own Risk.*** The fitness center is not supervised during operating hours. All Patrons are encouraged to consult their physician before beginning an exercise program.
4. ***Usage Restrictions.*** Patrons and Guests ages 16 and older may use the fitness center. Patrons 13-15 years of age can use the fitness center with a resident 18 years of age or older. Children under the age of 13 are prohibited from being inside the fitness center.
5. ***Attire.*** Appropriate attire including shorts, shirts, and closed toed athletic footwear must be worn at all times in the fitness center. To maintain clean and sweat-free equipment, clothing must cover any part of the body exposed to direct contact with the equipment.
6. ***Courtesy.*** If a Patron/guest is waiting, cardiovascular equipment utilization is limited to 30 minutes. If a Patron or Guest is waiting for the weight equipment, individuals should allow others to "work in" between sets. All equipment must be wiped down after use.
7. ***Food & Drink; Alcohol & Smoking.*** No food or chewing gum is permitted in the fitness center. Water or other sport drinks must be contained in non-breakable spill-proof containers. Alcohol and smoking are prohibited.
8. ***Noise.*** Personal music devices are permitted if used with headphones and played at a volume that does not disturb others.
9. ***Cellular Phones.*** To prevent disturbance to others, phone calls are prohibited inside the Fitness Center. Patrons and guests are asked to keep their ringers turned off or on vibrate.
10. ***Equipment.*** Weights or other fitness equipment may not be removed from the fitness center. Please replace weights to their proper location after use. Free weights are not to be

dropped and should be placed only on the floor or on equipment made specifically for storage of the weights.

11. ***Hand Chalk.*** Hand chalk is not permitted.
12. ***Personal Training.*** Except as expressly authorized by the District, personal training for fees, or solicitation of personal training services for fees, is prohibited.
13. ***Contact District Staff.*** If anything is wrong with the equipment or someone gets hurt, notify the District immediately.

POOLS

In addition to the policies contained under General Provisions and The Lodge, previously set forth herein, the following policies apply to the District's Pools:

1. ***Hours of Operation.*** The pool areas are open from dawn to dusk only. No one is permitted in the pools at any other time unless a specific event is scheduled.
2. ***Swim at Your Own Risk.*** The pool areas are not supervised, so all Patrons use the pool at their own risk.
3. ***Supervision of Children.*** Children under 16 years of age must be accompanied by an adult at least 18 years of age at all times for usage of the pool.
4. ***Skateboards, Etc.*** No bicycles, scooters, roller skates, roller blades, hover boards, skateboards or other similar items are permitted on the pool deck.
5. ***Food & Drink; Alcohol & Smoking.*** Patrons are permitted to bring their own snacks and water to the pool; however, no food or beverages are permitted in the pool or the pool wet deck area, as defined by Florida law. Glass containers or breakable objects of any kind are not permitted within the fenced area surrounding the pool. Alcohol and smoking are prohibited.
6. ***Unsafe Behavior.*** No pushing, running, horseplay or other similarly unsafe behavior is allowed in the pool or on the pool deck area.
7. ***Diving.*** Diving is strictly prohibited at the pool.
8. ***Noise.*** Radios, tape players, CD players, MP3 players and televisions, and the like are not permitted unless they are personal units equipped with headphones.
9. ***Aquatic Toys and Recreational Equipment***. Prohibited items include, but are not limited to, rafts, inner tubes, scuba gear, squirt guns, swim fins, balls, frisbees, inflatable objects, or other similar water play items. Exceptions are small personal floatation devices for swimming assistance, kickboards, masks, goggles, pool noodles, dive sticks, snorkels and water wings. Amenities staff has the final say regarding the use of any and all recreational floatation devices, and the District reserves the right to discontinue usage of such play equipment during times of peak or scheduled activity at the pool, or if the equipment provides a safety concern.
10. ***Entrances.*** Pool entrances, including stairs and ladders, must be kept clear at all times.
11. ***Railings.*** No swinging on ladders, fences, or railings is allowed.
12. ***Pool Furniture.*** Pool furniture is not to be removed from the pool area or placed in the pool. Please return furniture back to its original state including lowering umbrellas.
13. ***Chemicals.*** Chemicals used in the pool may affect certain hair or fabric colors. The District is not responsible for these effects.

14. ***Animals.*** With the exception of service animals, animals are not permitted at the Lodge on the pool deck area inside the pool gates at any time.
15. ***Attire.*** Appropriate swimming attire (swimsuits) must be worn at all times.
16. ***Parties.*** Parties at the pool are prohibited, and participants may be asked to leave by the Amenity Manager.
17. ***Prevention of Disease.*** All swimmers must shower before initially entering the pool. Persons with open cuts, wounds, sores or blisters may not use the pool. No person should use the pool with or suspected of having a communicable disease which could be transmitted through the use of the pool.
18. ***Swim Diapers.*** Parents should take their children to the restroom before entering the pool. Children who are not reliably toilet trained must wear swim diapers and a swimsuit over the swim diaper. If contamination occurs, the pool will be closed for twenty four (24) hours and the water will be shocked with chlorine to kill the bacteria. Any individual responsible for contamination of the pool may be held responsible for any clean-up or decontamination expenses incurred by the District.
19. ***Pollution.*** No one shall pollute the pool. Anyone who does pollute the pool is liable for any costs incurred in treating and reopening the pool.
20. ***Lap Lanes.*** As a courtesy, even if floating lines are not present, designated lap lanes are first available for use by persons swimming laps, water walking or jogging. If floating lines are present, hanging on the lane lines and interfering with the lap-swimming lane is prohibited.
21. ***Reservation of Tables or Chairs.*** Tables or chairs on the deck area may not be reserved by placing towels or personal belongings on them, except for up to thirty minutes. Moving chairs or furniture to occupy an area beyond what would be appropriate for a single household is prohibited.
22. ***Pool Closure.*** The pool may close due to weather warnings, fecal accidents, chemical balancing, or general maintenance and repairs.
23. ***Weather.*** The pool and pool area will be closed during electrical storms or when rain makes it difficult to see any part of the pool or pool bottom clearly. The pool will be closed at the first sound of thunder or sighting of lightning and will remain closed for thirty 30 minutes after the last sighting. Everyone must leave the pool deck immediately upon hearing thunder or sighting lightning, or when instructed to do so by the staff.
24. ***Swim Instruction.*** Except as expressly authorized by the District, swim instruction for fees, or solicitation of swim instruction for fees, is prohibited.
25. ***ADA Compliant Chair Lift.*** The chair lift(s) in the pool area are provided pursuant to the Americans with Disabilities Act. They are to be used only to facilitate usage of the pool by disabled individuals. Any use of the chair lift for other than its intended purpose is strictly prohibited.
26. ***Contact District Staff.*** If anything is wrong with the equipment or someone gets hurt, notify the District immediately.

SPLASH PAD RULES

In addition to the policies contained under General Provisions and The Lodge, previously set forth herein, the following policies apply to the District's Splash Pad:

1. ***Hours of Operation.*** The Splash Pad is open at designated times and days only. Splash Pad hours will be posted at The Lodge. The Splash Pad is available for private rental during times outside designated operating hours.
2. ***Use at Your Own Risk.*** Patrons and Guests may use the Splash Pad at their own risk. Rider assumes all risk of injury due to misuse of the play unit or waterslide.
3. ***Food and Drink; Alcohol & Smoking.*** No food or beverages are permitted in the splash pad area, as defined by Florida law. Glass containers or breakable objects of any kind are not permitted. Additionally, all General Provisions and policies contained under The Lodge, previously set forth herein apply, including but not limited to the prohibitions on alcohol and smoking.
4. ***Parties.*** Parties at the Splash Pad are prohibited (unless authorized by a signed rental agreement), and participants may be asked to leave by the Amenity Manager.
5. ***Attire.*** Approved swimwear only. No cutoff jeans or swim wear with exposed zippers, buckles, rivets or metal ornamentation.
6. ***Waterslid****e.*
    a. Play unit waterslide is intended for children; adults may use waterslide while supervising children.
    b. Maximum combined rider weight 300lbs.
    c. The landing area and waterslide must be clear before entering the waterslide.
    d. Only one rider per waterslide at a time. Absolutely no trains or chains of riders are permitted.
    e. All riders must slide feet first with arms crossed across their chest. Do not go down the waterslide head first or do not propel yourself into the ride. Leave the waterslide exit promptly after entering
    f. No foreign objects are allowed in pockets; such as sunglasses, and no jewelry can be worn while riding the slide.
    g. No standing, kneeling, rotating, tumbling or stopping in/on waterslide.
7. ***Supervision of Children.*** Children under 16 years of age must be accompanied by an adult at least 18 years of age at all times.
8. ***Pool Monitor.*** Follow the instructions of the pool monitor at all times.
9. ***Unsafe Behavior.*** No pushing, running, horseplay or other similarly unsafe behavior is allowed in the Splash Pad.
10. ***Flotation Devices and Recreational Equipment***. No tubes, mats, water wings, life jackets, or other floatation devices are permitted on the play unit or waterslide.
11. ***No Diving / Jumping.*** No diving or jumping from the waterslide or play unit.
12. ***Contact District Staff.*** If anything is wrong with the equipment or someone gets hurt, notify the District immediately.
13. ***WARNING.*** Water depth may be shallow. Failure to follow rules can result in serious injury.

PICKLEBALL COURTS

In addition to the policies contained under General Provisions and The Lodge, previously set forth herein, the following policies apply to the District's Pickleball Courts:

1. ***Hours of Operation.*** The Pickleball Courts areas are open from 7:00 am to dusk only. No one is permitted on the Pickleball Courts at any other time.
2. ***Use at Your Own Risk.*** Patrons and Guests may use the Pickleball Courts at their own risk.
3. ***Supervision of Children.*** Children under 16 years of age must be accompanied by an adult at least 18 years of age at all times.
4. ***Guests.*** Patrons must be present for guests to use the Pickleball courts.
5. ***Attire.*** Proper footwear is required.
6. ***First Come First Serve.*** Courts are available on a first-come, first-serve basis, for both doubles and singles.
7. ***Reservation of Courts.*** Reservation of courts is not allowed. An individual may not hold the court when players are waiting.
8. ***Next Up Rack.*** When courts are full, waiting players may place paddles in the Next Up Rack.
9. ***Double Stacking Paddles.*** Double stacking paddles (playing a game while a second paddle is on the rack) is not permitted.
10. ***Use Duration.*** When game is over, players will relinquish the court to those waiting.
    a. 4 paddles down, 4 players leave the court
    b. 2 paddles down, winning team may stay on, or the waiting players may choose to play singles.
11. ***Food & Drink; Alcohol & Smoking.*** No food, glass containers or breakable objects of any kind are permitted. Alcohol and smoking are prohibited.
12. ***Animals.*** With the exception of service animals, animals are not permitted on the Pickleball Courts at any time.
13. ***Noise.*** No loud music that would impede others enjoyment.
14. ***Profanity.*** Loud, profane or abusive language is prohibited.
15. ***Weather.*** Use of the Pickleball Courts is prohibited during electrical storms or when rain makes it difficult to see any part of the courts clearly. Everyone must leave the court area immediately upon hearing thunder or sighting lightning, or when instructed to do so by the staff.
16. ***Pickleball Instruction.*** Except as expressly authorized by the District, pickleball instruction for fees, or solicitation of pickleball instruction for fees, is prohibited.
17. ***Skateboards, Etc.*** No bicycles, scooters, roller skates, roller blades, hover boards, skateboards, strollers or other similar items are permitted on the courts.
18. ***Contact District Staff.*** If anything is wrong with the equipment or someone gets hurt, notify the District immediately.

PLAYGROUNDS

In addition to the policies contained under General Provisions previously set forth herein, the following policies apply to the District's playground areas throughout the community:

1. ***Hours of Operation.*** The playground areas are open from dawn to dusk only. No one is permitted in the playground at any other time unless a specific event is scheduled.
2. ***Use at Your Own Risk.*** Patrons and Guests may use the playground at their own risk.

3. ***Supervision of Children.*** Adult supervision (eighteen years and older) is required for children under the age of (12) twelve. Children must remain in the sight of parents/guardians. All children are expected to play cooperatively with other children.
4. ***Attire.*** Proper footwear is required and no loose clothing especially with strings should be worn.
5. ***Animals.*** No animals of any kind are permitted at the playground.
6. ***Food and Drink; Alcohol & Smoking.*** Patrons are permitted to bring their own snacks and water to the pool; however, no food or beverages are permitted on the playground equipment. Alcohol and Smoking are prohibited.
7. ***Glass Containers.*** No glass containers are permitted at the playground.
8. ***Noise.*** Radios, tape players, CD players, MP3 players and televisions, and the like are not permitted unless they are personal units equipped with headphones.
9. ***Parties.*** Parties at Playground areas are prohibited, and participants may be asked to leave by the Amenity Manager.
10. ***Mulch.*** The mulch material is necessary for reducing fall impact and for good drainage. It is not to be picked up, thrown, or kicked for any reason.
11. ***Jumping & Horseplay.*** No jumping off from any climbing bar or platform. Disorderly conduct and horseplay are prohibited.
12. ***Profanity.*** Loud, profane or abusive language is prohibited.
13. ***Weather.*** Use of the Playground is prohibited during electrical storms or when rain makes it difficult to see any part of the Playground clearly. Everyone must leave the playground area immediately upon hearing thunder or sighting lightning, or when instructed to do so by the staff.
14. ***Contact District Staff.*** If anything is wrong with the equipment or someone gets hurt, notify the District immediately.

LAKE OR POND AREAS

In addition to the policies contained under General Provisions previously set forth herein, the following policies apply to the District's Lake & Pond Areas:

The lakes and ponds throughout the community are not designed for swimming or boating. The only areas of the community in which kayaks and canoes are allowed is in the Central Park pond. The purpose of the ponds is to help facilitate the District's natural water system for run off and overflow.

The following additional guidelines apply:

1. ***Courtesy.*** Please be respectful of the privacy of the residents living near the Central Park Pond.
2. ***Fishing.*** Fishing is allowed only at Central Park Pond as catch and release. Central Park Pond, and all other ponds on District property, have run-off and re-use water. Do not drink pond water. Fishing is prohibited in all other ponds on District Property.
3. ***Swimming.*** Swimming is prohibited in all ponds on District Property.

4. ***Noise.*** Radios, tape players, CD players, MP3 players and televisions, and the like are not permitted unless they are personal units equipped with headphones.
5. ***Watercraft.*** No watercraft of any kind are allowed in any of the ponds on District Property.
6. ***Weather.*** Use of Kayaks and Canoes is prohibited during electrical storms or when rain makes it difficult to see any part of the pond clearly. Everyone must leave the pond area immediately upon hearing thunder or sighting lightning, or when instructed to do so by the staff.
7. ***Contact District Staff.*** If anything is wrong with the equipment or someone gets hurt, notify the District immediately.

KAYAKS & CANOES

In addition to the policies contained under General Provisions and Lake or Pond Areas, previously set forth herein, the following policies apply to Kayak and Canoe Use in District Owned Lakes or Pond Areas:

1. ***Hours of Operation.*** Kayaks & Canoes are allowed in the Central Park Pond only, from dawn until dusk. Kayaks and Canoes are prohibited in all other ponds on District Property.
2. ***Supervision of Children.*** Children under 16 years of age must be accompanied by an adult at least 18 years of age at all times.
3. ***Life Jackets.*** Life jackets must be worn by all boaters at all times.
4. ***Fishing.*** Fishing from Kayaks and Canoes is permitted.
5. ***Fountains.*** Boaters are prohibited from touching or tampering with fountain devices. To avoid any issues, it is recommended all boaters keep a clear distance from fountains.
6. ***Weather.*** Use of Kayaks and Canoes is prohibited during electrical storms or when rain makes it difficult to see any part of the pond clearly. Everyone must leave the pond area immediately upon hearing thunder or sighting lightning, or when instructed to do so by the staff.
7. ***Kayak Rental.*** The District may have kayaks available for **Patron Rental Only**, for use in the Central Pond Only.
    a. ***Use at Your Own Risk.*** Patrons may use the District owned Kayaks at their own risk.
    8. ***Rental Time.*** Kayaks are available for rental for a maximum time as provided for in Exhibit B.
    a. ***Weight & Capacity Limits.*** Patrons are required to comply with weight and capacity limits as set forth by the manufacturer.
    b. ***Launch and Return.*** It is the patron's responsibility to launch and return the Kayak from and to the Boat House located at The Lodge.
    c. ***Removal.*** Removal of kayaks from District Property is prohibited.
    d. ***Loss or Damage.*** Patrons are responsible for any loss or damage incurred during rental.
8. ***Contact District Staff.*** If anything is wrong with the equipment or someone gets hurt, notify the District immediately.

FACILITY RENTAL POLICIES

In addition to the policies contained under General Provisions and The Lodge, previously set forth herein, the following policies apply to the rental of the Amenities:

1. ***Patrons Only.*** Unless otherwise directed by the District, only Patrons may reserve the designated areas of the Amenities for parties and events pursuant to the terms set forth in the policies. Please contact the Amenity Manager in order to determine availability of the Amenities for any particular reservation.
2. ***Rental Availability & Frequency.*** To ensure availability of Amenities to all Patrons, rental of the Amenities is limited to a maximum of 1 time per week (excluding blackout dates) on a first-come first serve basis. For clarity, a Club Room rental in a specific week would be considered one rental, and no additional rentals would be allowed that same week in any rental area. Rental date and time availability is at the discretion of the Lifestyle Manager and will be second to planned resident events hosted by the CDD.
3. ***Amenities Available for Rental.*** Rentals can only be made up to ninety days (90 days) prior to the event. See Rental Policy (Exhibit B) for rates and deposit requirements. The following Amenities are available for rental:
    a. Club Room and Designated Patio Areas
    b. Party Pavilion & Cauldron
    c. Splash Pad & Splash Pad Designated Patio Area
4. ***Blackout Dates.*** Rentals will not be allowed on the following dates: Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Eve, and New Year's Day. In addition to the previous, The District may restrict access or close some or all of the rental areas for purposes of providing a community activity, for making improvements, for conducting maintenance, or other purposes.
5. ***Available Hours.*** The Amenities may be rented for parties and events during normal operating hours with the exception of the Splash Pad. The Splash Pad is only available for rental during non-operating hours. A Lifeguard must be hired for Splash Pad rentals. Additionally, the Club Room may be rented after hours and until 10:00 PM. All parties and events, including clean-up, at the Club Room must conclude by 10:00 PM.
6. ***Payment & Registration.*** At the time the reservation is made, a check or money order (no cash) for the deposit made out to District must be delivered to the Amenity Manager along with completed paperwork and insurances, if necessary. Each Patron renting the Amenities must sign and execute a Rental Agreement acceptable to the District. Regardless of whether the Rental Agreement is executed, the Patron is bound by the Rental Agreement, which is incorporated herein by this reference.
7. ***Rates and Deposits.*** The deposits for use of the Amenities are as set forth in the District's rules. The deposit will secure the rental time, location and date, in addition to providing the District security in the event of loss or damage during use. To receive the full refund of the deposit within 10 days after the party, the renter must:
    a. Remove all garbage, place in dumpster and replace garbage liners;
    b. Take down all decorations or event displays; and
    c. Otherwise clean the rented Amenities and restore them to their pre-rented condition, and to the satisfaction of the District. **The District may retain all or part of any**

deposit if the District determines, in its sole discretion, that it is necessary to repair any damages (including any clean-up costs) arising from the rental.

8. ***Computation of Rental Time.*** The rental time period is inclusive of set-up and clean-up time.
9. ***Duration of Events.*** Unless otherwise authorized by the District, each rental shall be for a minimum of two hours but no more than four hours, and no afterhours events shall extend past 10 p.m.
10. ***Capacity.*** The Club Room capacity limit shall not be exceeded at any time for a party or event.
11. ***Noise.*** The volume of live or recorded music must not violate applicable Duval County noise ordinances or unreasonably interfere with residents' enjoyment of their homes.
12. ***Insurance.*** Additional liability insurance coverage may be required for all events that are approved to serve alcoholic beverages, or for other events that the District determines in its sole discretion should require additional liability insurance. The District is to be named on these policies as an additional insured party.

PROPERTY DAMAGE

Each Patron shall be liable for any property damage at the Amenities caused by him or her, his or her Guests, or members of his or her Family. The District reserves the right to pursue any and all legal and equitable measures necessary to remedy any losses due to property damage.

Each Patron and Guest, as a condition of invitation to the premises of the Amenities, assumes sole responsibility for his or her property. The District shall not be responsible for the loss or damage to any private property used or stored on the premises of the Amenities, whether in lockers or elsewhere.

USE AT OWN RISK; INDEMNIFICATION

Any Patron, Guest, or other person who participates in the Activities (as defined below), shall do so at his or her own risk, and shall indemnify, defend, release, hold harmless, and forever discharge the District and its contractors, and the present, former, and future supervisors, staff, officers, employees, representatives, agents, and contractors of each (together, "Indemnitees"), for any and all liability, claims, lawsuits, actions, suits or demands, whether known or unknown, in law or equity, by any individual of any age, or any corporation or other entity, for any and all loss, injury, damage, theft, real or personal property damage, expenses (including attorney's fees, costs and other expenses for investigation and defense and in connection with, among other proceedings, alternative dispute resolution, trial court, and appellate proceedings), and harm of any kind or nature arising out of, or in connection with, the participation in the Activities, by said Patron, Guest, or other person, and any of his or her Guests and any members of his or her Family.

Should any Patron, Guest, or other person, bring suit against the Indemnitees in connection with the Activities or relating in any way to the Amenities, and fail to obtain

judgment therein against the Indemnitees, said Patron, Guest, or other person shall be liable to the District for all attorney's fees, costs, and other expenses for investigation and defense and in connection with, among other proceedings, alternative dispute resolution, trial court, and appellate proceedings.

The waiver of liability contained herein does not apply to any act of intentional, willful or wanton misconduct by the Indemnitees.

For purposes of this section, the term "Activities," shall mean the use of or acceptance of the use of the Amenities, or engagement in any contest, game, function, exercise, competition, sport, event, or other activity operated, organized, arranged or sponsored by the District, its contractors or third parties authorized by the District.

SOVEREIGN IMMUNITY

Nothing herein shall constitute or be construed as a waiver of the Districts' limitations on liability contained in Section 768.28, F.S., or other statutes or law.

SEVERABILITY

The invalidity or unenforceability of any one or more provisions of these policies shall not affect the validity or enforceability of the remaining provisions, or any part of the policies not held to be invalid or unenforceable.

AMENDMENTS / WAIVERS

The Board in its sole discretion may amend these policies from time to time. The Board may also elect in its sole discretion to grant waivers to any of the provisions of these policies.

EXHIBIT A

Boggy Branch Community Development District
Consent and Waiver Form

In addition to agreeing to abide by all community standards and policies while utilizing the District's amenities and facilities I,_____, hereby agree on behalf of myself (and my child/minor if identified below) to the following:

Disclaimer and Use of Recreational Facilities at Your Own Risk

PATRONS AND GUESTS USING THE FACILITIES DO SO AT THEIR OWN RISK. The safety of our Patrons and guests of our community is a primary concern. All persons using the facilities do so at their own risk and agree to abide by the rules for use of the facility. The Boggy Branch Community Development District assumes no responsibility and shall not be liable for any accidents, personal injury, or damage to, or loss of property arising from the use of the facilities or from the acts, omissions or negligence of other persons using the facilities. The District assumes no liability for any theft, vandalism and/ or damage that might occur to personal property. Patrons are responsible for their actions and those of their guests.

THE DISTRICT DOES NOT PROVIDE ON-SITE STAFF DEDICATED FOR THE PURPOSE OF MONITORING THE USE OF THE COMMUNITY AMENITIES OR SAFETY OF THE PATRONS OR THEIR GUESTS. PRIOR TO USING THE COMMUNITY AMENITIES, PATRONS AND GUESTS ACKNOWLEDGE AND UNDERSTAND THE INHERENT RISKS INVOLVED IN USING THE FACILITIES OR PARTICIPATING IN ACTIVITIES AND VOLUNTARILY AGREE TO ASSUME RESPONSIBILITY FOR THESE RISKS AND THEIR OWN SAFETY.

Persons interested in using the recreational facilities are encouraged to consult with a physician prior to engaging in physical exercise, swimming, aerobics, weightlifting, sports, and cardiovascular exercise.

By signing this Consent and Waiver Form, I am stating that I am aware of, and assume the risks of, engaging in physical exercise, swimming, aerobics, weightlifting, sports, and cardiovascular exercise as well as other events or activities undertaken while utilizing the District amenities and facilities. I understand these activities are potentially hazardous, and I may be injured as a result. I assume all risks of injury or harm that may occur through the use of the District amenities and facilities, including: falls, drowning, shortness of breath, dehydration, exacerbation of a pre-existing injury or illness, harm or contact caused by a concealed peril unknown to the District, animal and/or insect bites, infection, injury caused by heavy equipment and weights, injury caused by misuse of equipment, sunburn, heat stroke, burns, amputations, substantial bodily harm, and ultimately death. I waive any and all claims which I might have based on any of those risks expressly stated herein, and any other risks typically associated with the amenity, facility, or activity I choose to participate in.

If I consume alcohol on District property, I acknowledge that I am solely responsible for any all damages suffered by myself or that I may cause to others as a result of said consumption to include, but not limited to, property damage, personal injury, death, disfigurement, or loss of consortium

("Damages"). I acknowledge that the District is not responsible or liable for Damages. I acknowledge that it is against the law to serve, provide, or make available alcohol to anyone under the age of twenty-one (21), agree that I will not do so, and will be liable for Damages that result from my actions in connection with someone under the age of twenty (21) consuming alcohol.

By signing this Consent and Waiver Form I hereby release, waive, discharge, and covenant not to sue the District, its officers, directors, employees, agents, contractors, successors, and assigns (collectively, the "Released Parties") from any and all liability, claims, demands, losses, or causes of action of any kind or nature, known or unknown, arising out of or in any way connected with the use of the amenities or participation in the activities at the amenities by myself or my child/minor (if applicable), including, but not limited to, any personal injury, property damage, or wrongful death.

I further agree to indemnify, defend, and hold harmless the Released Parties from and against any and all claims, demands, losses, liabilities, costs, or expenses arising out of or in any way connected with the use of the amenities or participation in activities at the amenities by myself or my child/minor (if applicable).

I agree that this release, waiver, and indemnity agreement is intended to be as broad and inclusive as permitted by the laws of the State of Florida, and that if any portion of the agreement is held invalid, it is agreed that the balance shall; notwithstanding, continue in full legal force and effect.

Patrons and guests hereby acknowledge a non-waiver of the District's limitation of liability contained in Fla. Stat. 768.28.

By signing this, Consent and Waiver Form, I acknowledge having read and agreed to the above release, waiver, and indemnity.

Name of Patron/Guest: _____

Signature of Patron/Guest: _____ Date:_____

Address: _____

Consent and Waiver for Minor Child

I acknowledge all risks, terms and conditions set forth above are known and understood by me, are applicable to my child/minor, and that I will communicate the same to my child/minor. I further understand it is recommended that any minor/child be accompanied by an adult during the minor/child's use of the District amenities and facilities. I certify as a material condition to my minor/child's permission to utilize the District amenities and facilities that he/she is physically fit and sufficiently capable to utilize the District amenities.

READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE

AGREEING THAT, EVEN BOGGY BRANCH CDD USES REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM BOGGY BRANCH CDD IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND BOGGY BRANCH CDD HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

Name(s) of Minor: _____

_____

Name of Parent/Guardian: _____

Address of Parent/Guardian: _____

Relation to Minor: _____

Signature of Parent/Guardian: _____ Date: _____

EXHIBIT B:

Facility Rental Terms and Fees

Event Room or Equipment	Maximum Rental Time	Maximum Occupancy	Rental Rate	Security Deposit
Club Room & Designated Patio Areas	6 Hours	80 people	$2,500	$1,500
Party Pavilion & Cauldron	4 Hours	20 people	$500	$500
Splash Pad & Designated Patio Area	4 Hours	20 people	$1,000	$1,000
			plus Lifeguard	
Alcohol Fee - Club Room	6 Hours	n/a	$500	n/a
Kayak	2 Hours	per Kayak Limit	Free with Return Policy	n/a
Promotional Rates	The District may, upon approval of the Chairman, adopt temporary rates and fees ("Promotional Rates") for use of the recreational facilities in a manner not currently contemplated. These Promotional Rates shall be in place for no longer than 90 days, and shall be designed to meet customer demand, promote additional revenues, and enhance operations of the recreational facilities.			

PART 2: Boggy Branch Community Development District
Disciplinary & Enforcement Rule

Law Implemented: ss. 120.69, 190.011, 190.012, Fla. Stat. (2014)
Effective Date: October 29, 2026

In accordance with Chapters 190 and 120 of the Florida Statutes, and on October 29, 2026, at a duly noticed public meeting and after a duly noticed public hearing, the Board of Supervisors of the Boggy Branch Community Development District adopted the following rules / policies to govern disciplinary and enforcement matters. All prior rules / policies of the District governing this subject matter are hereby superseded on a going forward basis.

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1. ***Introduction.*** This rule addresses disciplinary and enforcement matters relating to the use of the amenities and other properties owned and managed by the District. All capitalized terms not otherwise defined herein have the definitions ascribed to them in the District's Amenities Operating Rules.

2. ***General Rule.*** All persons using the Amenities and entering District properties are responsible for compliance with, and shall comply with, the Amenities Rules established for the safe operations of the District's Amenities.

3. ***Suspension of Rights.*** The District, through its Board, District Manager, and Amenities Manager, shall have the right to restrict, suspend, or terminate the Amenities privileges of any person to use the Amenities for any of the following behavior:

    a. Submits false information on any application for use of the Amenities;
    b. Permits the unauthorized use of an Access Card;
    c. Exhibits unsatisfactory behavior, deportment or appearance;
    d. Fails to pay amounts owed to the District in a proper and timely manner;
    e. Fails to abide by any District rules or policies (e.g., Amenity Rules and Policies);
    f. Treats the District's supervisors, staff, amenities management, contractors, or other representatives, or other residents or guests, in an unreasonable or abusive manner;
    g. Damages or destroys District property; or
    h. Engages in conduct that is improper or likely to endanger the health, safety, or welfare of the District, or its supervisors, staff, amenities management, contractors, or other representatives, or other residents or Guests.

4. ***Authority of Amenities Manager.*** The Amenities Manager or his or her designee has the ability to remove any person from one or all Amenities if any of the above- referenced behaviors are exhibited or actions committed. The Amenities Manager or their designee may at any time restrict or suspend for cause or causes, including but not limited to those

described above, any person's (and his/her family's) privileges to use any or all of the Amenities for a period not to exceed seven days.

5. ***Authority of District Manager.*** The District Manager may at any time restrict, suspend or terminate for cause or causes, including but not limited to those described above, any person's (and his/her family's) privileges to use any or all of the District Amenities for a period greater than seven days. Any such person will have the right to appeal the imposition of the restriction, suspension or termination before the Board of Supervisors.

6. ***Enforcement of Penalties/Fines.*** For any of the reasons set forth in Section 3 above, the District shall additionally have the right to impose a fine of up to the amount of $1,000 – in addition to any amounts for damages – and collect such fine, damages and attorney's fees as a contractual lien or as otherwise provided pursuant to Florida law.

7. ***Legal Action; Criminal Prosecution.*** If any person is found to have committed any of the infractions noted in Section 3 above, such person may additionally be subject to arrest for trespassing or other applicable legal action, civil or criminal in nature.

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