



# EAGLE LANDING

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A T O A K L E A F P L A N T A T I O N

*South Village Community Development District*

*Eagle Landing Amenity Policies*

*Revised: April 2023*

**Purpose & Introduction.** This document outlines uniform policies for use of facilities located on the property owned by the South Village Community Development District (“District”) including the Residents’ Club, Aquatics Facility, Kids’ Club, Lake House, Athletic Center, Tennis Courts, Amphitheatre, Golf Garden, Eagle Landing Golf Club, and Encompassing Parks within the Eagle Landing community.

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

Information contained in this manual is current as of the date of the publication.

## **Definitions**

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

**Amenity Access** is maintained via our Digital Membership Database. Resident families will be entered into the database during initial registration.

**Annual Pass Holder** is a nonresident of the District who pays an annual fee to obtain user privileges of the Facilities & Amenities for himself and members of his household, except in cases that mandate a rental fee as specified in these policies and special events in which an Annual Pass Holder can participate on a space available basis. An Annual Pass Holder is not entitled to a Golf Club membership without separate payment.

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

**Facilities & Amenities** include all of the areas known as the Village Green, Encompassing Parks and Golf Club. The Village Green consists of the Residents’ Club, Kid’s Club, Aquatics Facility, Athletic Center, Amphitheater, Tennis Center, Lake House, and Golf Garden.

**Golf Cart Decal** is a sticker or other indicator placed on a golf cart that signifies that the golf cart has been registered with Management. Golf carts must be properly registered and must display Golf Cart Decals to be operated on Facilities & Amenities property, with the exception of the Golf Club which requires additional registration.

**Golf Club** is the 18-hole Eagle Landing Golf Course and the related practice facilities. The District shall adopt rules establishing the rates, fees, and charges pertaining to use of the Golf Club.

**Guest** is someone who is not a Resident or Annual Pass Holder who is accompanied by a Resident or Annual Pass Holder in order to use the Facilities & Amenities. Annual Pass Holders or Residents must always accompany Guests.

**Initial Registration** If you are a new resident, please contact Rachael Welch with Membership Services at Rachael.welch@honourgolf.com or stop by the Athletic Center to secure your temporary pass to the amenities (swim, tennis, fitness), New Resident Packet and to make an appointment for your new member set-up. All family members must be present at time of appointment (about 10-15 minutes).

Please bring a copy of your closing statement as proof of residency for the amenities and the Golf Club when acquiring a temporary pass. Temporary passes are non-renewable. The Release form includes: Release of Amenity Privileges at the Golf Club and/or the amenities.

**What to Expect at Your Appointment:** Please bring the completed membership documents received at the time you made your appointment in entirety to your set-up appointment. At that time, all family members 3 years of age or older are photographed and entered into our computer system for access to the CDD facilities.

**Changes in Ownership/Residency:** It is the property owners' responsibility to inform Membership Services of any changes to your account that should occur, including but not limited to: address, phone number or house hold number changes. Failure to do so could result in suspension of privileges.

**Rental Property:** If you own rental property in Eagle Landing, it is your responsibility to notify Membership Services of tenant termination and provides new tenant information. You have one of two options concerning Amenity Privileges:

1. Fill out the Homeowners Release of Amenities Privilege form, giving rights to the facilities and charging privileges to renters.
2. As the homeowner, you have the option to keep your privileges to use the facilities and NOT give them to your renters. Should you decide to retain these privileges, please notify your renters that they cannot use the amenities nor have charging privileges.

If a rent/lease agreement is extended, the renters should provide a copy of the new agreement to Membership services in order to continue their privileges associated with their Resident Account.

**Houseguest** is a category of a guest who resides outside the 40-mile radius surrounding the District and is a short-term overnight visitor of a Resident or Annual Pass Holder.

**Houseguest Pass** is a weekly admission pass that may be purchased for a Houseguest to gain user privileges to the Facilities & Amenities, excluding the Golf Club.

**Management** is the designated management staff of the current management company(ies) operating the Facilities & Amenities on behalf of the District.

**Nanny** is a caregiver designated by a Resident or Annual Pass Holder to accompany a Resident or Annual Pass Holder's children under the age of 13 in use of the Facilities & Amenities. A Nanny must be at least 14 years of age.

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

**Participant** is a Non-Resident/Pass holder entering a District Aquatics Facility, Tennis Center, or Golf Club to participate in an activity or event such as league or clinic. Use of the District facility is restricted to the duration of the activity only. Participants must leave the facility at the conclusion of the activity unless otherwise registered as a guest.

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

**Resident** is an individual who maintains his or her residence in a home within the District as a property owner, renter, or a member of a property owner's or a renter's immediate household. Residents have rights to user privileges of the Facilities & Amenities except in cases that mandate a rental fee as specified in these policies. Proof of Residency is required, by driver's license or signed affidavit.

**Spectator** is a person entering a District Aquatics Facility, Tennis Center, or Golf Club to observe an activity or event such as a swim meet, tennis match, golf tournament, or practice.

**Staff** is an employee of the current management company(ies) operating the Facilities & Amenities on behalf of the District.

## **Policies**

**Access Privileges.** A Patron who is attempting to sell its property may temporarily assign its Patron status to prospective purchasers thereof after Patron enters into an Agreement Regarding Assignment of Patron Status with the District, in a form prescribed by the District. Each Attendee must check-in prior to entering the Facilities. At the time of check-in, each person shall identify themselves for the staff to record the visit into the database.

Residents and Annual Pass Holders must have digital photos taken by Staff at a District Facility. This digital photo will appear on the computer monitor screen each visit at the time of check-in. No one may check-in as a Resident or Annual Pass Holder if the digital photo on the computer's monitor screen does not match the person attempting to check-in.

Except as noted below, Resident's children and grandchildren who do not reside within the District, who are 14 – 23 years old and who may not be household members, may utilize the Facilities & Amenities at no cost if they are checked in by a Resident or Annual Pass Holder. To be

unaccompanied by the Resident, the children and grandchildren must reside outside of the 40 mile radius of Eagle Landing.

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

Upon check-in, a Nanny is allowed unlimited visits to the Facilities & Amenities without paying a Guest Daily Fee when accompanying Resident or Annual Pass Holder's children under the age of 13. A Nanny is not allowed to utilize the Facilities & Amenities without the Resident or Annual Pass Holder's children. With the exception of his or her children, a Nanny may not bring guests to the Facilities & Amenities. A Nanny may bring his or her own children to the Facilities & Amenities when accompanying a Resident or Annual Pass Holder's children, but the Nanny will be required to pay a Guest Fee for each child above the age of 5 years old.

Upon check-in, an Adult Caregiver is allowed unlimited visits to the Facilities & Amenities without paying a Guest Daily Fee when accompanying a Resident or Annual Pass Holder with a documented necessity for the services of an Adult Caregiver. An Adult Caregiver may not bring guests to the Facilities & Amenities.

If a Resident or Annual Pass Holder is accompanied by a caregiver other than someone who qualifies as a Nanny or an Adult Caregiver, Management may, at its sole discretion, permit the caregiver to visit the Facilities & Amenities without paying a Guest Daily Fee when accompanying the Resident or Annual Pass Holder's children. The permission will be subject to any terms or conditions imposed by Management.

Spectators for activities such as swim meets, tennis matches or practices shall check-in prior to entering the facility. Admission of a Spectator to a facility does not grant user privileges to the Spectator for the Aquatics Facility, Tennis Center, or Golf Club.

**FOR THE PURPOSES OF THIS DEFINITION, ACCESS PRIVILEGES DO NOT EXTEND TO THE GOLF CLUB. SEPARATE FEES APPLY.**

**Alcohol.** State law stipulates that no one under the age of 21 may consume, buy, or otherwise possess any alcoholic beverages. This rule is strictly enforced on the premises of any District property.

**Annual Pass.** Non-residents may purchase an Annual Pass to use the Facilities & Amenities on a regular basis. Pass fees allow for usage for a single fiscal year from October 1<sup>st</sup> to September 30, and are not prorated. The Annual Pass entitles the non-resident and members of the nonresident's household to use the Facilities & Amenities of the District. Annual Pass Holders are also entitled to participate in functions and activities that Management conducts on a space- available basis.

**Bathing Loads.** The bathing loads, listed below, are capacities set by Clay County:

<u>Fun Pool</u>	<u>Competition Pool</u>	<u>Lap Pool</u>	<u>Wading Pool</u>
93 persons	113 persons	21 persons	16 persons

(\*Please note: children under 18 years of age are not permitted to enter the lap pool area during the Summer Season, however, they are permitted to utilize the lap lanes during the Winter Season).

**Children.** Any child not potty-trained (including those using pull-up diapers) must wear an approved swimsuit diaper that fits snugly around the waist and legs. Also, any child wearing a disposable swimsuit diaper must also wear a swimsuit over the swimsuit diaper. Diapers shall only be changed in the restrooms on the changing tables, and not on the pool deck, tables, or chairs.

Children under the age of 10 must always be accompanied and supervised by a companion who is at least 14 years of age.

**Suspension and Termination of Access Rule.** In accordance with Chapters 190 and 120 of the Florida Statutes, and on April 4, 2023 at a duly noticed public meeting, the Board of Supervisors (“Board”) of the South Village Community Development District (“District”) adopted the following rules / policies to govern disciplinary and enforcement matters. All prior rules / policies of the District governing this subject matter are hereby rescinded for any violations occurring after the date stated above.

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 (“Amenities” or “Amenity”).

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

Access Cards / Key Fobs. Access cards and key fobs are the property of the District. The District may request surrender of, or may deactivate, a person’s access card or key fob for violation of the District’s rules and policies established for the safe operations of the District’s Amenities.

Suspension and Termination of Rights. The District shall have the right to restrict, suspend, or terminate the Amenity access of any person and members of their household to use all or a portion of the Amenities for any of the following acts (each, a “Violation”):

- a. Submitting false information on any application for use of the Amenities, including but not limited to facility rental applications;
- b. Failing to abide by the terms of rental applications;

- c. Permitting the unauthorized use of a key fob or access card or otherwise facilitates or allows unauthorized use of the Amenities;
- d. Exhibiting inappropriate behavior or repeatedly wearing inappropriate attire;
- e. Failing to pay amounts owed to the District in a proper and timely manner (with the exception of special assessments);
- f. Failing to abide by any District rules or policies (e.g., South 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.

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.

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).

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.

Removal from Amenities. The District Manager, General Manager, Amenity Manager and onsite staff each have the independent ability to remove any person from the Amenities if a Violation occurs, or if in his or her discretion, it is in the District’s best interest to do so.

Initial Suspension from Amenities. 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 Amenities until a date not later than the next regularly scheduled meeting date of the Board that is scheduled to occur at least twenty-one (21) days after the date of initial suspension. In the event of such a suspension, the District Manager or his or her designee shall mail a letter to the person suspended referencing the conduct at issue, the sections of the District’s 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.

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.

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.

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

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.

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 Amenities after expiration of a suspension imposed by the District.

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.

**Diving Boards.** All pool use policies apply to the diving boards at the Aquatics Facility and for all diving boards that may be installed in the future.

- Only one person is permitted on the board at a time.
- Only one bounce is permitted on the board before entering the pool.
- Attendees must dive straight off the board (not off the side).
- Attendees must not dive off the board until the person before he or she is at the side of the pool. Parents or guardians must wait for children at the side of the pool only.
- Floatation devices are not permitted on the diving boards.
- There is no swimming in the diving well unless a lifeguard or pool attendant closes it to divers and allows non-diving use of it.
- Diving boards are open only when a lifeguard is on duty.
- Children must be capable of swimming on their own.

**Dog Park.** The Dog Park is not staffed and shall be used at the user's own risk. The voluntarily use of the Dog Park evidences a waiver of any claims against the South Village Community Development District resulting from activities occurring at the Dog Park. The South Village Community Development District is not responsible for any injury or harm to Residents, Patrons, Guests or their dogs caused by use of the Dog Park.

- The Dog Park is restricted to use only by Residents, Patrons, and their Guests. All other persons are considered trespassing and may be prosecuted as such under Florida law.

- The current entry code is available in the member's area of the resident website (App), and should not be shared.
- The Dog Park's operating hours are dawn to dusk.
- Dogs must be on leashes at all times, except within the Dog Park area.
- Dog handler must have the leash with them at all times.
- Dogs inside the Dog Park must be under voice control by their handler at all times. If voice control is not possible, do not enter the Dog Park.
- Dogs may not be left unattended and must be within unobstructed sight of the dog handler.
- Dog handlers are responsible for the behavior of their animals.
- Limit three dogs per dog handler, which handler must be at least 16 years of age.
- Children under 12 must be accompanied by an adult and supervised at all times.
- Dogs must be vaccinated and wear a visible rabies and license tag at all times.
- Puppies under four months of age should not enter the Dog Park.
- Aggressive dogs are not allowed in the Dog Park. Any dog showing signs of aggression should be removed from the Dog Park immediately.
- Female dogs in heat are not permitted in the Dog Park.
- Human or dog food inside the Dog Park is prohibited.
- Any dog toys inside the Dog Park are prohibited.
- Dog handlers must clean up any dog droppings made by their pets.
- Dog handlers must fill in any holes made by their pets.
- Please don't brush or groom pets inside the Dog Park. The Dog Park is for play time.
- Dog trainers are prohibited at the Dog Park.
- The Dog Park is designated a "No Smoking" area.

**Employee User Privileges.** Any Staff who are also Residents retain user privileges as a Resident and are subject to such policies for Residents.

Employees of the current Management Company who work at a facility within the District may use the Facilities & Amenities at the location where they work. Any use of other Facilities & Amenities within the District, but outside their department, must be pre-arranged by their department's manager.

Family members of the staff may use the Facilities & Amenities, no more than one time per week with prior approval of the department supervisor and are on a space available basis. The staff member must accompany the family members and may not be on duty at the time. Immediate family members will not be charged and extended family must pay the current guest fee.

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

- All Residents, Pass Holders, Guests, Participants, and Spectators are required to check-in at the desk upon arrival to a District facility. The visit to the facility must be recorded by amenity staff. No one may check-in as a Resident or Annual Pass Holder if the digital photo on the computer's monitor screen does not match the person attempting to check-in.
- A Resident or Annual Pass Holder must accompany their Guest at the time of check-in and during the time of their guest usage, and will be required to pay the appropriate guest fee.
- Attendees should wear proper fitness attire. No open toe shoes. Shirts must be worn at all times.
- Proper facility use and etiquette recommendations (such as wiping sweat from machines after use) will be posted inside the facility as a reminder to attendees.
- Only Residents and Annual Pass Holders age 14 and older will be permitted to use the fitness center.
- Early/Late access is permitted to those 18 years and older with an access card. Early access begins at 4 am, Late access ends at 11 pm. All users must exit the facility at 11 pm.

**Food/Beverages.** No glass containers of any type are permitted in any District facility. No personal coolers, thermal bags, or picnic baskets are permitted in the Aquatic Facilities or Resident's Club. All persons using the pool or park areas must keep the area clean by properly disposing trash or debris.

At the Aquatic Facilities, Resident's Club, and Golf Club, only foods and beverages purchased from the Eagle Landing Food and Beverage Service are permitted. This policy extends to private parties that may be held at the facility.

Alcoholic beverages will not be served or sold, nor permitted to be consumed, on District property during hours prohibited by law. Alcoholic beverages will not be served or sold to any person not permitted to purchase the same under the laws of the State of Florida. No person under 21 may possess an alcoholic beverage of any kind on any property owned by the District.

Residents and Annual Pass Holders may initiate and maintain a charge account for purchases at all Village Green facilities, provided they furnish valid bank account information to the Management's representative. Account holders will also be required to update their information periodically.

**Golf Cart Use.** Golf carts may only be present at or operated on the property where the Facilities & Amenities are located, including driveways and parking facilities, if they are properly registered and display a Golf Cart Decal. Additional registration may be necessary for usage at Golf Club. Golf carts may be registered and more information about the rules relating to golf cart use may be obtained by contacting Management.

Golf carts being used on the property where the Facilities & Amenities are located, including driveways and parking facilities, must display a Golf Cart Decal, must be driven by a person at least 14 years old, and must be used in accordance with Florida and Clay County laws and ordinances and with the District's policies.

Individuals who operate golf carts in a manner that is contrary to these policies may be denied entry to the Facilities & Amenities or may be subject to other disciplinary actions described in the section on Disciplinary Actions, Suspension & Termination of Privileges.

All individuals who operate or ride in golf carts do so at their own risk and peril, and should be observant of, and attentive to the safety of themselves and others, including passengers, other motorists, bicyclists and pedestrians. Please note, however, that Management and Staff's enforcement of the rules and disciplinary policies relating to golf carts is limited to the property where the Facilities & Amenities are located. This includes driveways and parking facilities, but does not include the roadways within Eagle Landing or the District.

**Parks.** All Attendees must observe the policies listed below otherwise they will be issued a trespass warning and will be subject to ejection from the premises. Management may close a Park if public safety is threatened by any activity on the premises.

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

An Attendee may reserve the Village Green pavilion for special events, provided they make the reservation with Management at least 7 days in advance; the event is for ten people or more; and they reserve the pavilion for at least 3 hours. If the pavilion is not reserved for a special event, it will be available to Attendees on a first-come, first-served basis.

**Guest Policy.** Guests are welcome to use the Facilities & Amenities to include the Village Green, Dog Park, Lake Park, and the Athletic Field when accompanied by a Resident or Annual Pass Holder, 14 years of age or older. A Resident or Annual Pass Holder under 14 years old may accompany a single Guest so long as a registered Nanny remains present at all times. Residents and Annual Pass Holders under 21 years of age may accompany no more than 2 Guests per visit. Residents and Annual Pass Holders 21 years old and older may accompany no more than 6 Guests per visit. Neither Residents nor Annual Pass Holders may accompany Guests whom they do not know personally.

The number of Guests permitted to use the Athletic Center and Aquatic Facilities per week is tied to each Resident / Pass Holder with a maximum of 15 visits per 7-day week, which runs from 12:00 a.m. Monday until 11:59 p.m. Sunday. Example: Participation in any aquatic or fitness activity, such as water aerobics, counts as one use.

**Guest Daily Fees.** It is necessary for the District to adopt rules to establish rates, fees, and charges pertaining to the user fees at the Aquatic Facilities, Athletic Center, and Golf Club. The fees established in the rules of the District shall include Guest Fees for Weekdays, Weekends, and Holidays for the Facilities & Amenities.

\*Holidays are New Year's Day, Martin Luther King, Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Thanksgiving Day, and the Friday after Thanksgiving Day. If a holiday falls on a weekend, holiday guest fees will apply.

**Gymnasium Use/Restrictions.** Use of Gymnasium is at each attendee's own risk.

- All Residents, Pass Holders, Guests, Participants, and Spectators are required to check-in at the desk upon arrival to a District facility. The visit to the facility must be recorded by amenity staff. No one may check-in as a Resident or Annual Pass Holder if the digital photo on the computer's monitor screen does not match the person attempting to check-in.
- A Resident or Annual Pass Holder must accompany their Guest at the time of check-in and during the time of their guest usage, and will be required to pay the appropriate guest fee.
- Attendees should wear proper fitness attire.
- Children under the age of 10 must always be accompanied and supervised by a companion who is at least 14 years of age.

**Houseguest Pass.** may be purchased for a 7-day admission to the Aquatic Facilities and Tennis Center. Houseguests with a Houseguest Pass are not required to be accompanied by Annual Pass Holders or Residents. The Resident or Annual Pass Holder must accompany their Houseguest at the time of purchase of a Houseguest Pass. Photo Identification is required by the Houseguest to purchase a Houseguest Pass. The status of Houseguest only applies during the term of their visit which they possess a valid Houseguest Pass.

**Lakes & Ponds.** Fishing, wading and swimming in District lakes, ponds and other District stormwater management facilities are prohibited.

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

**Pets.** Are generally not allowed at any of the District owned recreational or amenity facilities\*, including but not limited to Village Green, Residents' Club, Kid's Club, Aquatics Facility, Athletic Center, Amphitheater (Village Green), Tennis Center, Lake House, Golf Course, Golf Clubhouse and Open Play Fields, except when participating in a special pet themed event. Pets are allowed in the Parks (with the exception of the fenced playground area), including the Dog Park. Attendees must clean up after their animals.

\*With the exception of service animals.

**Pool Hours.** Management may adjust the hours of operation as needed for special events, parties, operational and maintenance requirements and severe weather conditions.

**Pool Use** is always at the individual's own risk, even when a lifeguard is present. Attendees must observe the following policies at all Aquatic Facilities.

- All Residents, Pass Holders, Guests, Participants, and Spectators are required to check-in at the desk upon arrival to a District facility. The visit to the facility must be recorded by amenity staff. No one may check-in as a Resident or Annual Pass Holder if the digital photo on the computer's monitor screen does not match the person attempting to check-in.
- Everyone must shower before entering the pool.
- Talking to an on-duty lifeguard is not permitted, except in emergency situations.
- Persons with documented or visible skin disorders or other maladies that are potentially harmful to others will be denied the use of Aquatic Facilities.
- Pool chairs may not be placed in the pool.

- All swimmers must wear proper swimming attire. No cut-offs or shorts with buckles or rivets are allowed in the pool.
- Playing is not allowed in the lap lanes. Jumping off starting blocks, hanging on lane lines, and unauthorized diving is prohibited.
- Management reserves the right to halt the use of play equipment such as large floats and rafts if usage inhibits others' enjoyment or becomes detrimental to attendee comfort.
- Scuba equipment is not allowed in the pool unless approved by Management in advance.
- The District is not responsible for lost or stolen items.
- Persons entering the pool after closing time will be considered trespassing and will be subject to arrest.
- Out of consideration for others, radios must be kept at low levels.
- Running, ball playing, and noisy or hazardous activity, is not permitted in the pool area. This includes pushing, dunking, and dangerous games.

**Private Functions, Rentals, Competitions, and Instructions** shall be held before or after operating hours, if at all possible, so as not to interfere with the daily operation or to restrict access to the Facilities & Amenities by Residents, Annual Pass Holders, and their Guests. Local school groups, philanthropic or charity organizations may utilize the Facilities & Amenities for league play, lessons, tournaments, meets, matches, practices, etc. All groups shall have an agreement with the District governing such use.

Residents and Annual Pass Holders may hold private parties, provided they are in good standing with the District, they present their Amenity Pass or Annual Pass, and they are present for the duration of the event. Management provides Staff for events based on the number of persons expected to attend. Renters must submit non-refundable deposits and rental contracts to the District two weeks prior to the date of the event. If the event is cancelled, a 1-week notice must be given or the security deposit is forfeited.

Any and all event rentals must be approved by management for all District facilities including the Golf Club House.

**Rental Property.** The property owners within the District may relinquish their rights, in writing, to Resident user privileges at the Facilities & Amenities to the renter of the property if it is the primary residency of the renter. Rental Amenity Pass shall expire annually on September 30<sup>th</sup> and can be renewed upon re-verification of residency.



**Tennis Center.** For maximum enjoyment of everyone, Attendees must observe the following policies and etiquette at all times. The Disciplinary Policies enclosed in this document apply to all Eagle Landing tennis courts.

- All Residents, Pass Holders, Guests, Participants, and Spectators are required to check-in at the desk upon arrival to a District facility. The visit to the facility must be recorded by amenity staff. No one may check-in as a Resident or Annual Pass Holder if the digital photo on the computer's monitor screen does not match the person attempting to check-in.
- A Resident or Annual Pass Holder must accompany their Guest at the time of check-in and during the time of their guest usage, and will be required to pay the appropriate guest fee.
- Proper tennis attire consists of tennis shoes (not cross-trainers or jogging shoes) and tennis clothing (athletic apparel manufactured expressly for tennis). Street trousers, jeans, bathing or beach attire is not allowed.
- Courtesy and consideration should be observed at all times. Attendees shall not walk across or behind a court while a point is being played. No one shall enter the court when play is in progress, but must enter in the appropriate area closest to the back of the court while courts are in use. Excessive noise, racquet throwing, and profanity are not permitted at any time. Disregard for court courtesy should be reported to the Management.
- Players without a prearranged game are encouraged to contact the Management who will assist in forming matches. Players may also make court reservations by calling the pro shop during operating hours or by reserving courts on the district website in advance of the desired court time.
- Singles and doubles may reserve a court 1.5 hours, except during certain times designated by the Management. Players may either call or arrive in person to reserve court time. Prior to play each player must check in at the pro shop. Players who do not appear for scheduled reservations lose their court reservation 15 minutes after the appointment commencement.
- Participation on an Adult team, in an Adult league or in an Adult clinic is open to Residents and Annual Pass Holders only. Non-Resident/Pass Holder Participants will be allowed to join in leagues or clinics at Management discretion if the inclusion of these participants would be at the benefit of residents/pass holders. However, this participation in any league or clinic does not afford the participant any resident like privileges. Participants must leave the facility at the conclusion of the activity unless otherwise registered as a guest and having paid required guest fees.

- The Eagle Landing Junior Tennis program is open to Residents and Annual Pass Holders only. Non-Resident/Pass Holder Participants will be allowed to join in junior leagues or clinics at Management discretion if the inclusion of these participants would be at the benefit of residents/pass holders. However, this participation in any junior league or clinic does not afford the participant any resident like privileges. Participants must leave the facility at the conclusion of the activity unless otherwise registered as a guest and having paid required quest fees.
- Court lights are turned on at dusk and remain on till 10:00 p.m. If no one is using the courts, lights will be turned off.
- Non-Playing children under the age of 10 shall be directly supervised by a person over the age of 14.
- Players under the age of 14 may utilize courts on a space available basis, as determined by Management.
- Bikes, skateboards, skates and scooters are not permitted to be ridden within the Tennis Center.

**Wading Pools.** All pools use policies apply to the wading pool. These pools are limited to children 6 years old and younger. Lifeguards are not responsible for the supervision of the wading pool, except to enforce aquatic policy. No diving is allowed in any of the wading pools.

**Water Slides.** All pool use policies apply to the slide. Additionally,

- Flotation devices are not permitted on the slide.
- Children 3 years and younger may slide only in a guardian's lap who is 14 years of age or older. Children over 3 years old may slide alone only if: (1) they are capable of swimming in 4 feet of water and (2) they are over 48 inches tall. Otherwise, these children are prohibited from sliding.
- Only one slider is allowed at a time. No "chains" of people may slide.
- Slides must be ridden feet first, lying on backs, or in sitting positions.
- Every Attendee must keep arms and hands inside the flumes at all times.
- Do not run, dive, stand, kneel, rotate, or stop in the slide.
- Obey all instructions by the lifeguard or pool attendant at the end of the slide and exit quickly.

- Do not block the end of the slide.
- Swimsuits with exposed zippers, buckles, rivets, or metal ornamentation are not permitted.
- Pregnant women and those with heart conditions are not permitted to use the slide.

**Golf Club.** For maximum enjoyment of everyone, Attendees must observe the following policies and etiquette at all times. The Disciplinary Policies enclosed in this document apply to all Eagle Landing Golf Club facilities.

- Check-in is required at the Pro Shop desk upon arrival to the Golf facility.
- Proper golf attire consists of golf slacks or full-length trousers, or golf shorts or skirts that reach mid-thigh length, and golf or athletic shoes. Street trousers, jeans, bathing or beach attire is not allowed.
- Courtesy and consideration should be observed at all times. Excessive noise and profanity are not permitted at any time. Disregard for course courtesy should be reported to the Management.
- Players must arrange for tee time reservations by calling the pro shop during operating hours or making a tee-time online or arriving in person in advance of the desired tee time. Players who do not appear for scheduled reservations will lose their tee time reservation 10 minutes after the reserved tee time.
- Children under (16) years of age are permitted at the Golf Club Facilities only if accompanied or supervised by an adult or are attending a designated junior event at the Golf Club Facilities.

## Recreational Facilities – User Rates & Fees

<b>ANNUAL PASSHOLDER</b>		\$4,000-\$5,000
<b>GUEST FEES</b>		
Weekday Guest – Residents Club		\$4-\$10
Weekend Guest – Residents Club		\$10-\$30
Holiday Guest – Residents Club		\$15-\$40
Weekday Guest – Athletic Center		\$4-\$10
Weekend Guest – Athletic Center		\$10-\$30
Holiday Guest – Athletic Center		\$15-\$40
Houseguest – (one week pass)		\$20-\$60
<b>RENTAL FEES/DEPOSITS</b> (Facilities only rented to Residents/Passholders)		
Rental Deposit (non-refundable, applied to fee)		\$50
Club Room, Café Patio, Village Green		\$150-\$250
Kids Club		\$175-\$275
Gymnasium (3 hrs. rental min/each additional hour)		\$300 / \$100
Half-court Gymnasium court rental		\$30-\$70
Canoes, Garden Golf, Billiards, Ping-Pong, etc.		Complimentary for Residents & Patrons
Event Food Truck		\$250-\$350
Vendor Booth Fee		\$50-\$75
Special Event Guest Fee		\$10-\$50
Lake Park Rentals (Pavilion, Field)		\$50-\$300
<b>ATHLETIC CLUB</b> (Rates are for Residents/Passholders unless otherwise specified)		
Tennis/Pickleball Lessons – Full Hour		\$40-\$80
- Non-Resident participants		Resident Rate + \$2-\$15
Tennis/Pickleball Lessons – Half Hour		\$30-\$45
- Non-Residents participants		Resident Rate + \$2-\$15
Tennis/Pickleball Clinics – Full Hour		\$10-\$20
- Non-Resident participants		Resident Rate + \$2-\$15
Tennis/Pickleball Clinics – Full Hour & Half		\$15-\$30
- Non-Resident participants		Resident Rate + \$2-\$15

Personal Training (per session, if available)		\$25-\$50
Group Fitness (per class, if available)		\$5-\$10
Tennis Camp		\$10-\$200
Non-Resident Tennis Membership		\$750-\$1,000 Ind / \$1,000-\$1,500 Family
<b>KID'S CLUB</b> (Slash "/" denotes additional sibling discount, if applicable)		
School's Out (per session, Resident/Passholders only)		\$25-\$50 / \$20-\$40
Kids Only Party (per session)		\$20-\$40 / \$15-\$30
Day of		\$35-\$50 / \$30-\$40
Non-Resident and/or Guests		\$20-\$60
Day of		\$40-\$60
Teen/Adult/Family Events		Based on Event
Summer Camp (per week, Residents/Passholders only)		\$150-\$250 / \$100-\$200
Swim Lessons (Private - 4 lessons, Residents/Passholders only)		\$125-\$175 / \$100-\$150
Swim Lessons (Group - 4 lessons, Residents/Passholders only)		\$100-\$150 / \$65-\$150
Swim Team Participation (per season, Residents/Passholders only)		\$125-\$250
<b>PROMOTIONAL RATES</b>		
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.		

### Eagle Landing Golf Club – User Rates & Fees

<b>Golf Club Passes &amp; Fees</b>			
<b>Pass Type</b>	<b>Initiation Fee</b>	<b>Annual Fee</b>	<b>Monthly Fee</b>
Social Pass	\$400 - \$600	\$240 - \$360 + Plus Tax	\$20 - \$30 + Tax
Player's Club		\$312 - \$700/Individual	\$26 - \$65 / 1 <sup>st</sup> Individual \$15 - \$45 / 2 <sup>nd</sup> Individual \$8 - \$35 / 3 <sup>rd</sup> Individual
Annual Golf Pass		\$1800 - \$2400/Individual \$2060 - \$3200/Couple	
Full Golf Pass	\$1000 - \$5000		\$175 - \$350 / Individual \$185 - \$450 / Family \$100 - \$250 Junior \$1100 - \$3500 Seasonal (6 Months)
Trails Pass		\$1050 - \$1500/Individual \$1300 - \$1800/Family	
Club Cart		\$1700 - \$2000 Single \$2300 - \$2800 Family	

<b>Pay to Play Rates &amp; Other Charges</b>	
Greens	\$20 - \$100 / 18 Holes \$14 - \$60 / 9 Holes
Cart Rentals	\$20 - \$50/ 18 Holes \$10 - \$40 / 9 Holes
Driving Range	\$4 - \$25
Handicap Card Fees	\$20 - \$40
Rental Clubs	\$15 - \$75
Promotional	\$15 - \$90
Employees	\$25 - \$35
Golf Lessons – Individual	\$25 - \$100
Golf Lessons – Group	\$40 - \$200
Golf Lessons – Series	\$120 - \$500
Golf Lessons – Playing	\$50 - \$200
Clinics & Camps	\$75 - \$600