



Arlington Ridge
Community Development District
Recreational Facilities Use Policy

Last Amended July 8, 2020

1.0 USE OF RECREATIONAL FACILITIES

This Document outlines uniform policies for use of facilities owned by the Arlington Ridge Community Development District (“ARCDD” or “District”), including but not limited to the Arlington Ridge Golf Club, Charleston Social Center, Chesapeake Bay Grille, Fairfax Hall, Lexington Spa/Fitness Center, Library, O’Hara’s Billiards, The Commons, Riverbend Pool, Cabana, St. Charles Movie Theater, Village Tavern, Administrative Offices, surrounding common areas and related parking areas (collectively, the “Recreational Facilities”).

Upon receiving a copy of these policies, recipients are asked to read the policies in full. By using the Recreational Facilities, all persons are deemed to have read, fully understood, and agreed to the policies and rules set forth herein. Information contained in these policies is current as of the date of this publication. District staff will disseminate notification of changes to these policies by posting changes at the Administration Office and may also disseminate via a community newsletter and/or website.

Persons Listed in sections (a)-(d), shall hereinafter be referred to as “Authorized Users” and shall be entitled to recreational facility access cards as specified in section 1.1. Authorized Users shall be limited to four (4) cards per assessable unit with appropriate proof of residency being provided.

- a. Owner: Fee simple owner(s) of land within the boundaries of the District.
- b. Lessee: A person or persons renting property within the District under a written lease from an Owner. To qualify as a Lessee under these policies, the following must be done:
 - i. The Lessee must demonstrate proof of the executed lease and provide a form of identification to the Administration Office.
 - ii. The Owner is required to sign an Assignment of Amenity Rights Release Form transferring their rights to use the Recreational Facilities to the Lessee (but an Owner is not required to assign his/her rights).
 - iii. The Lessee’s Authorized User status shall expire at the end of the lease term and can be renewed upon re-verification of tenancy to the Administration Office by showing the Administration Office a copy of the executed lease.

- iv. Once a Lessee is qualified as an Authorized User, for the term of the lease, the Owner retains no rights to use the Recreational Facilities without payment of the Non-Resident Paid User fee as provided for non-residents.
- c. Non-Resident Paid User: Non-residents who paid an annual usage fee established from time to time by the Board of Supervisors. By paying the annual usage fee, a non-resident shall enjoy the full use of the Recreational Facilities on the same basis, under the same rules and requirements, and at the same fees and charges as Owners and Lessees.
- d. Family: Other eligible persons (“Family”) as identified below, shall additionally become Authorized Users provided they have the same permanent address as evidenced by a driver’s license or similar proof of residency:
 - i. Spouse
 - ii. Children, including step children
 - iii. Parents;
 - iv. Any other adult, whether related or unrelated
- e. Guest: The invitee(s), under the terms and conditions herein, of an Authorized User.

1.1 GENERAL-APPLICABLE TO ALL RECREATIONAL FACILITIES

- a. Identification Cards for Authorized Users: Each Authorized User will be issued one Recreational Facilities Access Card (“Access Card”) that must be utilized in order to gain access to the Recreational Facilities and the card shall remain with the Authorized User at all times while utilizing the Recreational Facilities. The fee for initial Access Card issuance and for replacing lost or damaged cards will be as set forth in the Fee Schedule (**Exhibit A**) and as approved and updated by the Board of Supervisors from time to time. The Access Card will be issued at the Administration Office by appointment. Eligible persons must meet the qualifications established herein.
- b. Bar Codes: Bar codes are issued to Authorized Users whose licensed motor vehicle is registered in their name only. No bar codes are issued to golf carts.
- c. Guest Policies and Passes: All guests 18 years of age or older will be issued a temporary guest Recreational Facilities Access Card (“Guest Access Card”) at the Administration Office. The Guest Access Card must be obtained by the Authorized User. The number of guests, per Authorized User, shall be limited to four (4) at any given time. Guests must utilize the Guest Access Card in order to gain access to the Recreational Facilities and the card shall remain with the Guests at all times while utilizing the Recreational Facilities. Guests under 18 years of age must be accompanied by a person at least 18 years of age or older to all Recreational Facilities. Guest Access Cards will be valid for the period of time they are issued and in no

event more than 15 days per calendar year for any individual. Management monitors the validation period for use of Guest Access Cards. Guest Access Cards are non-transferrable and may not be sold. Guest Access Cards issued for the Declarant's "Guest House" are exempt from this section.

- d. Smoking: No smoking is allowed in District buildings. Smoking is permitted in outdoors designated areas only and in compliance with Florida law.
- e. Animals: Except for service animals and animals used to assist those with a bona-fide handicap, animals of any kind are prohibited within the Village Green Buildings and District Recreational Facilities. Animals shall be on a leash at all times while on District properties.
- f. Alcoholic Beverages: Any consumption of Alcoholic Beverages at the District's Recreational Facilities shall be in accordance with Florida law and this policy. Specifically, Alcoholic Beverages are only permitted in the District's Recreational Facilities in the following circumstances:
 - 1. Alcoholic Beverages are sold or dispensed by the District's employees, a company managing the District's golf and food and beverage facilities (the "Management Company"), or their authorized contractors, in accordance with Florida law and DBPR regulations; or
 - 2. Alcoholic Beverages are sold or dispensed by individuals or entities that have rented all or a portion of the District's Recreational Facilities in accordance with the terms set forth herein. Such individuals or entities must, prior to the event, provide the District with evidence of both the requisite amount of liquor liability and other insurance coverages deemed to be necessary by the District, and the proper licensure required by Florida law; or
 - 3. Alcoholic Beverages may be brought to the District's Recreational Facilities by individuals for personal consumption on a "BYOB" basis, regardless of whether the Alcoholic Beverages are consumed at a private event or at a private informal gathering of such individuals. However, unless #1 or #2 above applies, Alcoholic Beverages may not be offered for sale nor may there be a door or other admission charge to an event where alcoholic beverages are going to be consumed. Charging a door or other admission charge for an event that includes Alcoholic Beverages, even if said Alcoholic Beverages are offered for free as part of the event, is prohibited. Notwithstanding the foregoing, in no event may Alcoholic Beverages be brought by individuals for personal consumption to:
 - i. Arlington Ridge Golf Club, unless the District and the Management Company otherwise allows for personal consumption in such facilities; or

- ii. Chatham's, Chesapeake Bay Grille, the Village Tavern unless the District and the Management Company otherwise allows for personal consumption in such facilities; or
 - iii. Fairfax Hall and the pool (during ARCDD events for which the district is providing alcoholic beverages), unless the District and the Management Company otherwise allows for personal consumption in such facilities; or
 - iv. O'Hara's Billiards during the hours of operation of the restaurant facilities.
- g. Attire: Proper attire and footwear is required in all Recreational Facilities and Buildings. No wet swimsuits are allowed in any Recreational Facilities or Village Green Buildings with the exception of the Pool, Hot Tub Areas, and the Lexington Spa Building Ladies and Men's poolside restrooms, locker rooms and saunas.
- h. Business for Profit: Conducting any commercial business or profit-making venture in any recreational facilities is prohibited unless approved, in writing, by the District Board or its designee.
- i. Responsibility for Loss or Damage to Person or Property; Indemnification; Limitation of Liability: **ALL PERSONS USE AND ENJOY THE RECREATIONAL FACILITIES AT THEIR OWN RISK.** No person shall remove from the room in which it is placed or from any of the Recreational Facilities or Buildings any property or furniture belonging to the District or its contractors without proper authorization. The District reserves the right to pursue any and all legal and equitable measures necessary to remedy any losses due to property damage. Each Authorized User and each Guest as a condition of invitation to the Recreational Facilities or Buildings assumes sole responsibility for his or her property. The District and its contractors shall not be responsible for the loss or damage to any private property used or stored at the Recreational Facilities or Buildings, whether in lockers or elsewhere.

Each Authorized User, by virtue of his or her use of the Recreational Facilities and Building, agrees to defend, indemnify and hold harmless the Arlington Ridge Community Development District and its respective officers, agents, staff, supervisors, members and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity, for any injuries, death, theft and real or personal property damage of any nature arising out of, or in connection with, the use of the Recreational Facilities or Buildings by such Authorized User(s), his or her Guest(s) and his or her family member(s). Should any person bound by these District policies bring suit against the District or its respective officers, agents, staff, supervisors, members or employees in connection with any event operated, organized, arranged or sponsored by the District or any other claim or matter in connection with any

facility, including the Recreational Facilities or Buildings, owned, or event operated, organized, arranged or sponsored, by the District, and fail to obtain judgement therein against the District or its respective officers, agents, staff supervisors, members and employees, said party shall be liable to the District for all costs and expenses incurred by it in the defense of such suit (including, but not limited to, court costs and attorney's fees through all appellate proceedings).

Nothing contained in these policies shall constitute or be construed as a waiver of the Arlington Ridge Community Development Districts' limitations on liability contained in Section 768.28, F.S., or other law.

- j. Enforcement: The Board of Supervisors and District staff shall have full authority to enforce these policies.
- k. Emergencies: For all emergencies call 911. Defibrillators are located throughout the Recreational Facilities. For all non-life-threatening emergencies, injuries, broken equipment, etc., please call the Administration Office at 352-728-2186 or Security at 352-326-0135.
- l. Reservations/Rentals: Authorized Users and other persons may reserve various portions of the Recreational Facilities or Buildings on a one-time basis. Recurring Reservations are limited to Authorized Clubs once per week for recurring events (or more frequently with management approval). Further Authorized Clubs may only reserve a recreational facility up to 12 months in advance and may only renew reservations for additional recurring events during the last 15 days of the current 12-month reservation period. All reservations/rentals must be coordinated through, and approved by, the Activities Office.
- m. Authorized Club: An association of people with a common self-organized/funded interest that have applied for and received this designation from the District Board of Supervisors. The designation allows for the long term/recurring reservations of an ARCDD facility for their usage as provided for under section "i" above.
- n. Authorized Activities: An activity person or individual takes part in which is supported by the ARCDD, either financially or through the provision of facilities/equipment/supplies.
- o. Authorized Events: An occurrence of particular significance, interest or excitement that can be at least partially funded/organized by the District and which may require a participation fee.

- p. Golf carts: Golf carts are prohibited on sidewalks in the District. All operators of golf carts must be 14 years or older in accordance with Florida law. Children operating golf carts while sitting on the lap of an adult is not permitted.
- q. Drones: All forms of unmanned aerial vehicles are not permitted in, on or over the Amenity Facilities or District property at any time without the written authorization of the District, except as permitted by law or regulation of an applicable government entity.
- r. Lake/Retention Ponds and Wetlands:
 - 1. Patrons may not swim in or use watercraft in any lake/retention pond within the District.
 - 2. Patrons may not perform any clean-up or maintenance activity relative to the vegetation within or adjacent to or any other parts of the lake/retention ponds and/or wetlands within the District (including but not limited to cutting, removing, spraying with chemicals, etc.) regardless of condition of such lake/retention ponds and/or wetlands. Any Resident who makes improvements and/or damages or destructs District-owned property shall be liable to repay the District's fees and costs incurred in the removal, repair, or remediation of such property in order to bring the property to its original condition.
 - 3. Patrons may fish in ONLY irrigation ponds P41/P41A and P41B at the front of the District (adjacent to US HWY 27) and only on a catch and release basis. The District makes no representations as to safety of the ponds. Patrons fish at their own risk and assume any risk and liability associated with such use, including but not limited to risk of dangerous wildlife (alligators, snakes, etc.) and drowning.
- s. Age Restrictions: Any person under the age of 18 must be accompanied by a person 18 years of age or older in all Recreational Facilities.
- t. Damages: Each Authorized User shall be liable for any property damage at the Recreational Facilities or Buildings, or at any activity or function operated, organized, arranged or sponsored by the District or its contractors, caused by him or her, his or her Guest(s) or family member(s).
- u. Overnight Parking: The District owns the roadways within the community. There shall be no parking of vehicles on the roadways. There shall be no overnight parking in District parking lots without first obtaining a permit, as set forth in the District's Rule Relating to Overnight Parking and Parking Enforcement, or the vehicle may be subject to towing. See management for details should you desire to park your vehicle overnight on District property.

1.2 USE OF SWIMMING POOLS, CABANA, OUTDOOR HOT TUB AND POOL FACILITIES

- a. Swimming pools and hot tub are open from dawn to dusk. The pool may be closed periodically for maintenance.
- b. Lifeguards are not provided. Swim at your own risk. No night swimming.
- c. Shower before entering pools and hot tub. Shower each time sunscreen, lotions, etc., are applied before entering pool.
- d. Persons with open sores, rashes or communicable diseases are prohibited from using the pools or hot tub.
- e. All persons using the pools must be fully toilet trained. Persons wearing products for incontinence, diapers or swim pants are prohibited from using the pools or hot tub.
- f. A guardian or parent must be within arm's length of all persons that are non-swimmers at all times when in the water regardless of the type of flotation devices used.
- g. Bicycles, tricycles, wagons, scooters or other vehicles are prohibited on the pool deck. A mobility device for a disabled person may be used in these areas.
- h. Diving, jumping-in, cannon balls, running, or horseplay is prohibited in pools or on pool deck.
- i. Inflatable rafts, chairs, lounges and other floating devices are prohibited in the Lap pool except for (1) noodle per person or personal flotation devices used for personal safety of a type approved by management for pool use.
- j. No food or drink allowed in hot tub area or within five feet of pools edge. Plastic water bottles are allowed on the pool deck only. No outside grills are permitted. All trash must be deposited in the provided trash receptacles.
- k. Glass containers of any kind are prohibited in the pools, hot tub or entire pool area.
- l. Sound producing equipment is prohibited with the exception of District approved activities. Personal sound equipment may be used with headphones only.
- m. Hot tub use must not exceed 15 minutes.
- n. Pregnant women and those on medication should consult a doctor before using the hot tub.*
- o. Maximum hot tub temperature is 104 degrees F.
- p. Temperature of the beach and lap pool are maintained at 84 degrees during the winter months, as determined by management, and which may be affected by weather conditions.
- q. Use of lounges, chairs, and tables is on a first come, first served basis. No reservations.
- r. Pool depths are measured in feet.
- s. Maximum load capacity is 79 persons for the lap pool
- t. Maximum load capacity is 79 persons for the beach entry pool.
- u. Maximum load capacity is 9 persons for hot tub.
- v. The swimming pools and hot tub must be cleared at first indication of thunder or lightning.
- w. Authorized Users must have their Access Cards and Guests must have their Guest Access Cards with them at all times.
- x. The handicap accessible lift shall be operated in accordance with the directions provided thereon. In no event shall the lift be used for anything other than its intended use. For questions on proper use, please see staff and/or call 352-728-2186.

*Chapter 64E-9 Florida Administrative Code Public Swimming Pools and Bathing Places.

1.3 USE OF LEXINGTON SPA

- a. Lexington Spa is open daily from 4:30 a.m. to 12:00 a.m.
- b. The fitness center is not supervised. Patrons exercise at their own risk. Each individual is responsible for his/her own safety.
- c. All Authorized Users and Guests may utilize scheduled exercise classes; however in the event a class reaches its capacity, preference shall be given to Authorized Users prior to Guests.
- d. All users of the fitness center are expected to conduct themselves in a responsible, courteous and safe manner in compliance with fitness center policies.
- e. Appropriate clothing is required at all times in the fitness center. Appropriate clothing means t-shirts, shorts, and/or sweat suits. No denim is permitted.
- f. All users are required to wear athletic footwear, which covers the entire foot, in the fitness center.
- g. No food is permitted in the fitness center. Beverages are permitted in the fitness center, but all drinks must be covered and sealed.
- h. Fitness equipment may not be altered, moved or adjusted in a manner not intended or approved by management or the equipment manufacturer.
- i. Equipment must be cleaned/sanitized after each use.
- j. Equipment use is limited to 30 minutes if others are waiting.
- k. Lights are to remain on at all times when in the Fitness Center is in use.
- l. Permission from a medical doctor should be obtained prior to participating in fitness programs or using the fitness equipment.
- m. Acceptable attire for the Sauna/Steam Room includes towel, swim attire and/or proper gym attire.
- n. Lockers are for daily use only; overnight storage is prohibited for all persons. Staff reserves the right to remove locks from lockers and donate or trash belongings left in lockers in violation of this policy. Authorized clubs, upon assignment by the Administration Office, can be assigned a locker for overnight storage.

1.4 USE OF ST. CHARLES THEATER (Charleston Center Social Club)

- a. The St. Charles Theater is open daily from 7:00 a.m. to 11:00 p.m.
- b. No one may operate the theater equipment, including the popcorn machine, except a property trained member of the Authorized Movie Club unless authorized by Management.

1.5 USE OF ARTS AND CRAFTS ROOM (Charleston Center Social Club)

- a. The Arts and Crafts Room is open daily from 7:00am to 11:00 p.m.

- b. Authorized Users and Guests may utilize the Arts and Crafts Room during its hours of operation; however, seating priority during scheduled activities is given to Authorized Users prior to Guests.
- c. Authorized Users may reserve the room in accordance with section 1.1(l).
- d. Only District approved instructor(s) may operate the kiln. The kiln is not for individual use.
 - i. The instructor(s) must sign a waiver indicating they have read, understand, and will abide by all applicable rules and safety guidelines in effect as provided by the District's insurance provider. **(Exhibit C)**.
 - ii. All instructors and students must comply with the aforementioned guidelines.
- e. Those using the Arts and Crafts Room shall be responsible for any damages that may result from its use and for clean-up back to its pre-use condition.

1.6 USE OF LIBRARY (Charleston Center Social Club)

- a. The Library is open daily from 7:00am to 11:00 p.m.
- b. Guidelines for the donation of books are posted in the Library.

1.7 BINGO AND CARD GAME RULES

- a. Bingo games may only be played in the Recreational Facility that has been leased for a period of not less than one year by an organization that qualifies under sections (i) through (iv) below and may only be conducted pursuant to Florida Law. This includes the following rules:
 - i. The organization conducting the bingo game(s) must be a charitable, nonprofit or veterans' organization engaged in charitable, civic, community, benevolent, religious or scholastic works, or other similar endeavors.
 - ii. The organization must have been in existence and active for a period of 3 years or more.
 - iii. The organization itself must be directly involved and not just sponsoring the games.
 - iv. The organization itself must be located within Lake County or within a 15-mile radius of the Recreational Facility at which the games are played.
 - v. The lease or rental agreement cannot provide for the payment of a percentage of the proceeds generated to the District or any other party and the rental rate charged cannot exceed the rental rates charged for similar facilities in the same locale.
 - vi. The individual persons that conduct the bingo games must be a resident of the community where the organization is located (in and around Lake County) and a bona fide member of the organization sponsoring such game and may not be compensated in any way for operation of such game.
 - vii. The organization conducting the games must designate up to three members of that organization to be in charge of the games, one of whom must be present during the entire session of game play.

- viii. The entire proceeds derived from the games, less business/operational expenses for articles designed for and essential to the operation, conduct and playing of bingo, must be donated by such organizations to any of the endeavors before mentioned.
- ix. The actual conduct of the bingo games must additionally comply with the requirements set forth in section 849.0931, Florida Statutes.
- x. Bingo cannot be played more than twice a week at any one of the District's facilities.

b. Card games may be played at the Recreational Facilities in accordance with Florida Law. When gambling is involved (penny ante) the following rules apply:

- i. The card game must be a game or series of games of poker, pinochle, bunco, bridge, rummy, canasta, hearts, dominoes, or mah-jongg. All other form of cards games that include gambling is strictly prohibited unless allowed for under Florida law.
- ii. The winnings of any player in a single round, hand or game cannot exceed \$10.00 in value.
- iii. Commission/consideration cannot be paid to any individual for assistance in hosting the games.
- iv. No admission or fee of any kind may be charged for participating in the card games above and beyond the fees required to obtain Authorized User status.
- v. All participants must be 18 years of age or older.
- vi. Advertisements regarding card games, in any form, are prohibited.
- vii. Debits created or owed from playing cards are unenforceable.

1.8 USE OF O'HARA'S BILLIARD ROOM

- a. O'Hara's Billiard Room is open daily from 7:00am to 11:00 p.m.
- b. No gambling is allowed.
- c. No one under the age of 18 is permitted in the Billiards Room.
- d. Sitting on the tables is prohibited. All shots must be performed with at least one foot on the floor at all times. No jump shots are allowed.
- e. Play is limited to 3 games when Authorized Users are waiting to use the tables. Players should sign in for proper rotation of play.
- f. Return balls, cue sticks, and chalk to their proper place at the conclusion of play and brush the tables.
- g. Use is first come, first served, unless an ARCDD sponsored event is scheduled and as limited by section (e) above.

1.9 USE OF THE BOCCE, TENNIS COURTS; PICKLE BALL COURTS (The Commons)

- a. The Commons recreational area is open daily from 7:00am to 10:00pm.
- b. Limited equipment for play may be checked out at the Administration Office.

- c. Use is first come first served unless reservations for groups, leagues, tournaments and clinics, as approved by the District through the Administration Office, are posted.
- d. An Authorized User may make a court reservation by contacting the Activities Office. Reservations are allowed for one court, up to 72 hours in advance during regular business hours.
- e. The length of time for a tennis court reservation is 1-1/2 hours for singles or 2 hours for doubles. All other court reservations shall be in two-hour blocks.
- f. For all sports courts, if the Authorized User arrives more than 15 minutes late for a reservation, that court will be forfeited if others are waiting.
- g. Appropriate attire and tennis shoes are required of all players on all courts.
- h. Authorized Users must be at least 18 years of age to play on all courts.
- i. Common courtesy and sports etiquette required for all games.
- j. Bocce balls shall not be tossed or thrown outside of the court.

1.10 USE OF FAIRFAX HALL

- a. Events must be reserved through the Administration Office by District staff. Conditions of use will be determined at time of contract and approved by management. Fees shall be as more specifically outlined in the District's Fee Schedule and modified from time to time by the District's Board of Supervisors.
- b. Authorized Users shall coordinate with the Activities Office in advance regarding the anticipated date for the party/event to determine availability.
- c. The event sponsors shall be responsible for any damages that may result from use of Fairfax Hall.
- d. Parking under the portico is prohibited, as is parking in a way that obstructs emergency vehicle access and flow to and from Fairfax Hall. Parking shall be in parking lot designated spots only.

1.11 USE OF RECREATIONAL VEHICLE LOT FACILITY

- a. The use of the Recreational Vehicle Lot Facility ("RV Lot") shall be limited solely to recreational vehicles as defined below and no others (cumulatively, "RV(s)"):
 - i. Recreational vehicle (motor homes, private motor coaches, or similar in management's discretion) and/or travel trailers (including fifth-wheel trailers and camping trailers)
 - ii. Boats on trailers (no trailers without boats except for short term periods while boats are out for use).
- b. All vehicles stored in the RV Lot are required to provide proof of valid insurance and a current registration to the Administration Office.
- c. Lot spaces will be leased on a first come, first serve basis, subject to size limitations of the lot sizes remaining in the Lot. Specifically, the Lot contains varied lot sizes. The District reserves the right in its discretion to request RV's and boats within the RV Lot to move

spaces to allow for the greatest use of the spaces available within the RV Lot. Use of the RV Lot confers no entitlement or guarantees upon the Authorized User.

- d. RVs must be in good working condition and use of the RV Lot is subject to the District representative's discretion. RV exteriors must be in good condition, tires inflated and motors working.
- e. RV Lot spaces shall be kept clean of clutter. The installation or storage of any accessory equipment and/or structures is prohibited. Storage of anything beneath, behind or on the outside of the RV is prohibited – this includes, but is not limited to, anything that is unsightly in appearance.
- f. The RV must be confined to only one RV Lot and in your space identified in the Use Agreement. No more than one RV per space.
- g. No vehicle repairs, maintenance activities or fluid changes of personal vehicles are permitted.
- h. The Authorized User agrees not to conduct any business out of the RV Lot, and further agrees that the RV Lot is not to be used for any type of workshop, for any type of repairs or for any sales, renovations, decoration, painting or other contracting.
- i. There shall be no habitable occupancy of the RV Lot by humans or pets of any kind for any period.
- j. No storage of junk RVs. This includes RVs with expired license plates.
- k. Washing of RVs is permissible but must comply with water restrictions and environmentally safe products.
- l. All sidewalks, drive lanes, and fire lanes must be kept clear of all equipment and vehicles.
- m. Absolutely no dumping of liquid waste, trash or debris of any kind whatsoever or you will be charged for the clean-up and damages.
- n. Absolutely no explosives, or any flammable, odorous, noxious, corrosive, and hazardous or pollutant materials, improperly packaged food or perishable goods or any other goods in the Premises which would cause danger or nuisance to the RV Lot. If hazardous substances are stored, used, generated or disposed of on or in the RV Lot or if the RV Lot become contaminated in any manner as a result of the Authorized User's actions or inactions, the Authorized User shall indemnify and hold harmless the District from any and all claims, attorney's fees, consultant and expert fees, arising during or after the Use Term and arising as a result of that contamination by the Authorized User.
- o. No storage of valuables. Storage of any materials is at the Authorized User's own risk.

Any violation of these policies may result in the following remedies:

- 1. The RV may be towed from the RV Lot at the expense of the RV owner. Notice of the towing shall be mailed to the address shown on the lease five days in advance of said towing.

2. Should the District discover storage of any materials other than those allowed hereunder, the District reserves the right to enter the space, remove and dispose of the materials and charge the lessee the actual expenses incurred.

3. Should the District determine that the RV caused damage to any portion of the RV Lot or District's property, including but not limited to landscaping, sprinkler systems, gates and fencing or light poles, the District shall invoice the lessee for the actual cost of repair and/or replacement of the damaged materials. These RV Lot policies are subject to change at any time.

1.12 USE OF ARLINGTON RIDGE GOLF CLUB

a. General Golf Policies

- i. The facilities at Arlington Ridge Golf Club (the "Club"), shall be open on the days and during the hours established from time to time by the Club considering the season of the year and other circumstances. The Golf Course Manager is authorized to determine when the golf course is fit for play. His or her decision shall be final.
- ii. Children under fourteen (14) years of age are permitted to utilize the Club only if accompanied or supervised by an adult, unless they are attending a specific junior event at the Club.
- iii. Each patron assumes sole responsibility for his or her property. The Club shall not be responsible for any loss or damage to any private property used or stored at the Club.
- iv. The rules of golf of the United State Golf Association (U.S.G.A.) together with the Rules of Etiquette as adopted by the U.S.G.A. shall be the rules of the Club, except when in conflict with local rules.
- v. All players must register in the Golf Shop before beginning play. Failure to check in and register ten (10) minutes prior to a reserved starting time may cause cancellation or set back. Players late for their starting time lose their right to the starting time and shall begin play only at the discretion of the Golf Shop.
- vi. Players shall notify the Golf Shop of any cancellations as soon as possible. Players who fail to cancel their tee time twenty-four (24) hours prior to their scheduled tee time may be charged a no-show fee established by the Club.
- vii. All play shall begin at the #1 tee unless otherwise directed by the Golf Shop.
- viii. "Cutting-in" is not permitted at any time. All players must check in with the starter. Under no circumstances are players permitted to start play from residences.
- ix. Practice is not allowed on the golf course. The practice facilities must be used for all practice.

- x. All players who stop after playing nine holes for any reason must occupy the next tee before the following players arrive at the tee or they will lose their position on the golf course and must get permission from the Golf Shop to resume play.
- xi. All tournament play must be approved in advance by the Golf Course Manager.
- xii. Searching for golf balls by non-golfers is not permitted on the course at any time. Wading in lakes, marshes and ditches is not permitted by both golfers and non-golfers.
- xiii. Golf rangers may be on duty to help regulate play and enforce golf cart regulations. The golf rangers have full authority on the golf course to enforce all rules and speed of play. Your cooperation is appreciated.
- xiv. Each player must have his or her own set of golf clubs. Rental clubs are available in the Golf Shop.
- xv. Appropriate golf attire is required at all times on the golf course and practice areas.

Acceptable

Gentlemen: Shirts with collars and sleeves, slacks, Bermuda-style shorts are considered appropriate attire.

Ladies: Dresses, skirts, slacks, golf shorts and blouses. Fashion golf tee-shirts are considered appropriate attire.

Shoes: Soft-soled shoes are required and golf shoes are preferred. Golf shoes are required to have soft-spikes.

Not Acceptable

Tank tops, tee shirts, fishnet tops, cut-off, jams, sweatpants, blue jeans, bathing suits, athletic short and short shorts are not permitted.

Halter tops, tee shirts, fishnet tops, cut-offs, bathing suits, sweat pants, blue jeans, athletic shorts and short shorts are not permitted.

Use of shoes other than golf shoes must be approved by the Golf Shop. Football spikes and baseball spikes are not permitted.

This dress code is mandatory for all players. Improperly dressed golfers will be asked to change before playing. If you are in doubt concerning your attire, please check with the Golf Shop before starting play.

- xvi. The golf course is restricted to use by “golfers” only and may not be used for any purpose except golf without the approval of the Club.
- xvii. If lightning is in the area, all play shall cease and players shall seek appropriate shelters immediately.
- xviii. The Golf Course Manager may close the golf course to play from time to time for maintenance, special events or whenever the grounds could be damaged by play.
- xix. No personal coolers are permitted on the golf course. All food and beverage consumed at the Club must be furnished by the Club, unless otherwise permitted by the Golf Course Manager.
- xx. When rains prevail and cause termination of play, it is the responsibility of the player to apply for a rain check at the Golf Shop.
- xxi. The priority of groups is foursomes, threesomes, twosomes and singles. Groups of five (5) or more players have no standing and shall be permitted on the golf course only with the permission of the Golf Course Manager.

b. Use of the Practice Range

- i. The practice range is open during normal operating hours as posted in the Golf Shop. From time to time the practice range will be closed for general maintenance.
- ii. Range balls are for use on the practice range only. Range balls are not to be used on the golf course.
- iii. Range balls shall not be taken to your residence and shall be hit the same day acquired.
- iv. Each player using the practice range may obtain range balls at the Golf Shop.
- v. Balls must be hit from designated areas only. No hitting is permitted from the rough or sides of the practice range.

c. Use of Golf Carts

- i. Golf carts shall not be used by a player without proper assignment and registration in the Golf Shop. The Club reserves the right to establish policies relating to walking on the golf course in its sole discretion.
- ii. Golf carts are not permitted on any tee or green area. Parking of golf carts is allowed in designated areas only.
- iii. Each operator of a golf cart must be at least sixteen (16) years of age and have a valid automobile driver’s license.
- iv. Club-provided golf carts cannot be used off the golf course.
- v. Only two (2) persons and two (2) sets of golf clubs are permitted per golf cart.
- vi. All golf carts must stay on paths around tees and greens. Golf cart users must abide by all directional signs and should make note of cart path conditions before play. The Golf Course Manager reserves the right to set policies for use of cart paths.

- vii. Never drive a golf cart through a hazard.
- viii. Be careful to avoid soft areas on fairways, especially after rains.
- ix. Operation of a golf cart is at the risk of the operator. Cost of repair to a golf cart which is damaged by a player shall be charged to such player.
- x. Golf carts shall be driven on the golf course only when the course is open for play.
- xi. Violations of the golf cart policies may result in loss of golf cart privileges and /or playing privileges.

d. Golf Course Etiquette

- i. Use best efforts to anticipate the club or clubs you may need and to move directly to your ball. Always be near your ball to play promptly when it is your turn. If a player is delayed in making his/her shot, it would be courteous for such player to indicate to another player to play.
- ii. The time required to hole out on and around the green is a chief cause of slow play. Study and clear the line of your putt while others are doing the same. Be ready to putt when it is your turn.
- iii. Put trash in proper receptacles.
- iv. When approaching a green, park your golf cart on the cart path on the best direct line to the next tee.
- v. When play of a hole is completed, leave the green promptly and proceed to the next tee without delay. Do the scoring for the completed hole while the others in your group are playing from the next tee.
- vi. If you are not holding your place on the course, allow the players behind to play through. Do the same if you stop to search for a lost ball.
- vii. Repair your ball marks on the greens. If you see unrepaired marks, repair them also. Remind your playing partners to observe this courtesy.
- viii. Players are requested to pick up tees after driving. Players should be careful in discarding broken tees since the tees damage the mowers and puncture golf cart tires.
- ix. Enter and leave bunkers at the nearest level point to the green. Smooth sand over with rake upon leaving.
- x. Fill all divots made on bunkers and tee boxes with sand provided.

1.13 RECREATIONAL FACILITY RENTAL (applies to all facilities listed in Exhibit A)

- a. All rentals and reservations of the Recreational Facilities shall be scheduled through the Activities Office.
- b. Authorized Users shall coordinate with the Activities Office in advance regarding the anticipated date for the party/event to determine availability.
- c. At the time the reservation is made, the renter must provide to the Activities Office:

- i. A check or money order (no cash) made out to Arlington Ridge Community Development District for the entire rental fee;
 - ii. Completed paperwork and insurance(s), if necessary; and
 - iii. Completed, signed rental agreement.
- d. The remaining refundable security deposit and non-refundable cleaning fee, is due no later than 60 days prior to the date of the rental.
 - e. The rental rates and deposits for use of the Recreational Facilities are contained in **Exhibit A**.
 - f. The rental time period is inclusive of set up and tear down time.
 - g. The deposit is fully refundable if the party/event is canceled by District staff due to inclement weather or if the rented facility is otherwise uninhabitable or unfit for its intended use. If the renter wishes to cancel their party/event, the cancellation must be communicated to the Activities Office no later than 60 days prior to the scheduled event to receive 100% of the rental fee and deposit returned. If the event is cancelled less than 60 days prior to the event 100% off the security deposit and 0% of the rental fee will be returned.
 - h. The Supervisor of Elections office shall be excluded from the requirement to pay a fee to utilize the Recreational Facilities for a polling location.
 - i. The volume of live or recorded music must not violate applicable Lake County and City of Leesburg noise ordinances, or unreasonably interfere with residents' enjoyment of their homes.
 - j. No pets are allowed, except service animals.
 - k. Tacks or nails may not be used for decorations.
 - l. Events should be scheduled to end at 11:00pm or earlier, with the exception of New Years' Eve or if special arrangements have been approved by management.
 - m. Prep kitchen utilities/supplies such as dishwasher, china plates, silverware, etc., may not be used without prior management approval.
 - n. The District retains the right to reserve and use of the Recreational Facilities for District related or District sponsored meetings, events or activities at any time.
 - o. In the event that catering services are desired for the function Chesapeake Bay Grille shall be offered the chance to provide such catering services, which it may accept or deny in its sole discretion. Catering services provided by a vendor other than Chesapeake Bay Grille may only be utilized in the event that the restaurant has first been provided an opportunity to provide the services and has thereafter declined such opportunity. Catering service with Chesapeake Bay Grille requires a separate agreement with the restaurant.

1.14 ADDITIONAL DISTRICT POLICIES

- a. There will be no skateboarding on any District owned property. This includes, but not limited to, parking lots, Recreational Facility sidewalks etc.
- b. No Soliciting is permitted.
- c. Vehicles and golf carts must be parked in designated areas. Vehicles and golf carts must not be parked on grass lawns, or in any manner which obstructs the normal flow of traffic.

- d. Overflow parking is available through the Administration Office and will be administered based upon availability with a required parking permit being issued. User assumes all risks.
- e. Authorized Users are responsible for the actions of their Guests and such actions, if in violation of these policies, may result in the loss of Recreational Facility privileges by the Authorized User(s) and his/her Guest(s).
- f. Residents are prohibited from making improvements, alterations, or changes on District-owned property without the consent of the District or its designee. It shall be the responsibility of the Resident to know and understand which such property is under the ownership of the District before making improvements. Any Resident who makes improvements and/or damages or destructs District-owned property shall be liable to repay the District's fees and costs incurred in the removal, repair, or remediation of such property in order to bring the property to its original condition.

1.15 PROHIBITION ON POLITICAL CAMPAIGNING ACTIVITIES AT DISTRICT FACILITIES

- a. No person(s) may campaign on behalf of political candidates, whether partisan or nonpartisan, or on political issues at the District's Recreational Facilities, except in predetermined areas designated for such activities, as more specifically provided for herein. The District's intent is to ensure patrons are able to use the Recreational Facilities without interruption by activities normally associated with political campaigns/activities and to ensure safety and order within the facilities. The following guidelines apply:
 - 1. Political campaigns are afforded the same opportunity as other persons or groups to rent District meeting room space at published rates.
 - 2. Owners and/or Lessees may not reserve space to hold political events except as provided for herein.
 - 3. No political campaign signs, flyers or related documents are to be posted in or on District owned property, including District bulletin boards, and if discovered, such postings will be removed immediately.
 - 4. No political campaign signs, flyers or related documents are to be disseminated while in the District's Recreational Facilities.
 - 5. To allow for the efficient and timely conduct of District business during public Board meetings, no political messages, paraphernalia (including but not limited to shirts, buttons, signs or the like), political public comments or otherwise are allowed in or during a public meeting of the Board of Supervisors in furtherance of the candidacy of any candidate for public office.

- b. District employees and contractors may not campaign for candidates or political issues while on duty or use the District's resources in furtherance thereof.
- c. Neither Board members nor District employees or contractors may use their official authority or influence for the purpose of coercing or influencing another's vote or coercing or influencing another into paying, lending or contributing any part of his or her salary, or any money, or anything else of value to any party, committee, organization, agency, or person for political purposes.
- d. Candidates for a District Board seat may not, in furtherance of his or her candidacy, use the services of District employees or contractors during working hours.
- e. No person shall make and no person shall solicit or knowingly accept any political contribution on or in any District owned recreational property. For purposes of this subsection, "accept" means to receive a contribution by personal hand delivery from a contributor or the contributor's agent. "Contribution" includes any contribution in kind having any attributable monetary value in any form. This subsection shall not apply when a government-owned building or any portion thereof is rented for the specific purpose of holding a campaign fund raiser.

1.16 AMENDMENT OF DISTRICT POLICIES

These policies may be modified at any time, upon the approval of the Board of Supervisors of the Arlington Ridge Community Development District. Immediately following the approval of the Board, the modified policies shall be posted at the Administration Office and District staff may also disseminate via the community website.

EXHIBIT A

Rate and Fee Schedule

Note: All rates herein may be increased by a maximum of ten (10%) percent per year without the further need for a ratemaking hearing.

Room Rental Fee Schedule

Fairfax Hall – Authorized Users (includes Village Green)			
<u>Item</u>	<u>Current Rate</u>	<u>Refundable</u>	<u>Non-Refundable</u>
Rental Rate	\$0	\$0	\$0
Security Deposit	\$350	\$350	\$0
Clean Up Fee	\$150	\$0	\$150
Village Green – Authorized Users			
<u>Item</u>	<u>Current Rate</u>	<u>Refundable</u>	<u>Non-Refundable</u>
Rental Rate	\$0	\$0	\$0
Security Deposit	\$0	\$0	\$0
Clean Up Fee	\$0	\$0	\$0
Fairfax Hall – Golf Course Events (includes Village Green)			
<u>Item</u>	<u>Current Rate</u>	<u>Refundable</u>	<u>Non-Refundable</u>
Rental Rate (per event)	\$0	\$0	\$0
Security Deposit	\$0	\$0	\$0
Clean Up Fee	\$150	\$0	\$150
Fairfax Hall – Non-Authorized Users (includes Village Green)			
<u>Item</u>	<u>Current Rate</u>	<u>Refundable</u>	<u>Non-Refundable</u>
Rental Rate (per event)	\$1,000	\$0	\$1,000
Security Deposit	\$500	\$500	\$0
Clean Up Fee	\$150	\$0	\$150
Room Attendant Fee*			
	<u>Current Rate</u>	<u>Refundable</u>	<u>Non-Refundable</u>
	\$30/hour	\$0	\$30/hour
Audio/Visual Fee for Room Rentals (Authorized and Non-Authorized Users)			
	<u>Current Rate</u>	<u>Refundable</u>	<u>Non-Refundable</u>
	\$30/hour	\$0	\$30/hour
Access Card Replacement Fee			
	<u>Current Rate</u>	<u>Refundable</u>	<u>Non-Refundable</u>
	\$5	\$0	\$5
Temporary Access Card Deposit			
	<u>Current Rate</u>	<u>Refundable</u>	<u>Non-Refundable</u>
	\$10	\$10 upon card return	\$0 (if returned)

*A room attendant fee of \$30 per hour will be charged if any of the following apply: service of alcohol for groups of 25 or more; if rental is for parties of 50 or more; if rental is outside of normal business hours (8-5 p.m.)

Advertising Fee Schedule

The Ridge Line Rates

Ad Size	3 Months	6 Months	12 Months
Business Card - B&W (3.75" x 2.5")	\$260	\$420	\$670
¼ Page - B&W (3 .75" x 5")	\$340	\$545	\$870
½ Page - B&W (7.75" x 5")	\$415	\$665	\$1,065
Full Page – B&W (7.75" x 10")	\$500	\$800	\$1,280
Full Page - Color (8.75" x 11.25" bleed, trims to 8.5" x 11")	\$660	\$1,055	\$1,690

Insert Fee: \$175/issue

Set-Up Fee: A \$50 set-up fee may be required for new advertisers.

Seminar Sponsorship

Certain rooms may be reserved for a sponsorship fee of \$400.

Community Information Meeting – Coffee Talk

January through April \$125

May, September through December \$100

June through August \$75

Arlington Ridge Golf Club Membership Fee Schedule*

	<u>Discount</u>	<u>Regular Rate</u>	<u>Quarterly Payment Pricing</u>			
	<u>Paid</u> <u>Before</u> <u>11/1</u>	<u>Paid After</u> <u>11/1</u>				
<u>Authorized Users</u>			Q1	Q2	Q3	Q4
Individual	\$3,000.00	\$3,500.00	\$1,250.00	\$1,250.00	\$500.00	\$500.00
Couple	\$5,250.00	\$6,000.00	\$2,000.00	\$2,000.00	\$1,000.00	\$1,000.00
<u>Non-Authorized Users</u>			Q1	Q2	Q3	Q4
Individual	\$4,000.00	\$4,500.00	\$1,500.00	\$1,500.00	\$750.00	\$750.00
Couple	\$6,250.00	\$7,000.00	\$2,250.00	\$2,250.00	\$1,125.00	\$1,125.00
<u>Social Membership**</u>		\$360				

* Rates do not include sales tax. The District may offer discounts on these membership fees for memberships paid in full.

** Includes member charging privileges, increased discounts, event pricing and loyalty programs.

Arlington Ridge Golf Club Individual Use Greens & Cart Fee Schedule*

Category	October 1– December 2				December 21 – April 25				April 15– May 31				June 1– September 30			
	Low	Target	High	9 Hole Target	Low	Target	High	9 Hole Target	Low	Target	High	9 Hole Target	Low	Target	High	9 Hole Target
Public AM	\$33	\$39	\$42	\$25	\$35	\$44	\$48	N/A	\$33	\$39	\$42	\$25	\$29	\$34	\$38	\$22
Public Mid-Day	\$25	\$33	\$42	\$20	\$30	\$38	\$48	N/A	\$25	\$33	\$42	\$20	\$24	\$30	\$38	\$17
Public Twilight	\$18	\$30	\$42	\$17	\$25	\$35	\$48	N/A	\$18	\$30	\$42	\$17	\$18	\$25	\$38	\$15
Online AM	\$27	\$35	\$42	\$25	\$30	\$40	\$48	N/A	\$27	\$35	\$42	\$25	\$25	\$31	\$38	\$22
Online Mid-Day	\$22	\$29	\$42	\$20	\$25	\$34	\$48	N/A	\$22	\$29	\$42	\$20	\$20	\$27	\$38	\$17
Online PM	\$18	\$25	\$42	\$17	\$22	\$29	\$48	N/A	\$18	\$25	\$42	\$17	\$18	\$23	\$38	\$15
Authorized User AM	\$25	\$32	\$38	\$22	\$28	\$37	\$45	\$24	\$25	\$32	\$38	\$22	\$23	\$29	\$33	\$20
Authorized User Mid-Day	\$21	\$26	\$38	\$18	\$23	\$30	\$45	\$20	\$21	\$26	\$38	\$18	\$18	\$25	\$33	\$16
Authorized User Twilight	\$18	\$22	\$28	\$15	\$20	\$25	\$33	\$17	\$18	\$22	\$28	\$15	\$16	\$20	\$25	\$13
Outing	\$20	\$32	\$42	N/A	\$25	\$36	\$48	N/A	\$20	\$30	\$42	N/A	\$23	\$28	\$38	N/A
League – 18-Hole	\$20	\$26	\$42	N/A	\$25	\$36	\$48	N/A	\$20	\$30	\$42	N/A	\$18	\$28	\$38	N/A
League – 9-Hole	\$14	\$22	\$42	N/A	\$18	\$24	\$48	N/A	\$13	\$18	\$42	N/A	\$16	\$20	\$38	N/A
Range Ball Fees	\$3	\$5	\$10	N/A	\$3	\$5	\$10	N/A	\$3	\$5	\$10	N/A	\$3	\$5	\$10	N/A
Rental Club Fees	\$10	\$20	\$35	N/A	\$10	\$20	\$35	N/A	\$10	\$20	\$35	N/A	\$10	\$20	\$35	N/A
No Show Fees	\$0	\$10	\$20	\$10	\$0	\$10	\$20	\$10	\$0	\$10	\$20	\$10	\$0	\$10	\$20	\$10

*Rates are inclusive of green and cart fees, but do not include sales tax. Times for mid-day and twilight price breaks are subject to change based on season. Outing and league pricing will be determined on a case-by-case basis, depending on time of year, size of the group, and time of play.

EXHIBIT B

Suspension and Termination Rules

Arlington Ridge Community Development District *Disciplinary & Enforcement Rule*

Law Implemented: ss. 120.69, 190.011, 190.012, Fla. Stat.
Effective Date: August 12, 2020

In accordance with Chapters 190 and 120 of the Florida Statutes, and on August 12, 2020 at a duly noticed public meeting, the Board of Supervisors of the Arlington Ridge Community Development District adopted the following rules to govern disciplinary and enforcement matters. All prior rules / policies of the District governing this subject matter are hereby rescinded.

SUSPENSION AND TERMINATION OF PRIVILEGES

1. **Introduction.** This rule addresses disciplinary and enforcement matters relating to the use of the Recreational Facilities, as such may change from time to time.

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

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

- a. Submits false information on any application for use of the Recreational Facilities;
- b. Permits the unauthorized use of an Access Card;
- c. Exhibits unsatisfactory behavior, conduct or appearance;
- d. Fails to pay fees owed to the District in a proper and timely manner;
- e. Fails to abide by any District rules or policies (e.g., Amenity Rules);
- f. Treats the District's supervisors, staff, general/amenity management, contractors, or other representatives, or other residents or guests, in an unreasonable or abusive manner;
- g. Damages or destroys District property;
- 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; or
- i. Commits or is alleged, in good faith, to have committed a crime on or off

District property that leads the District to reasonably believe endangers District residents, staff and Guests.

- j. Provides unauthorized access to an individual(s) to any amenity (e.g. the pool).

4. **Authority of District Manager and Community Director.** The District Manager, Community Director or their designee has the ability to remove any person from one or all Recreational Facilities if any of the above-referenced behaviors are exhibited or actions committed or if in his/her discretion it is the District's best interests to do so. The District Manager, Community Director 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 privileges to use any or all of the Recreational Facilities until the next regularly scheduled meeting of the Board of Supervisors. Notice of same shall be provided by certified mail.

5. Process for Termination or Suspension of Amenity Privileges.

a. Offenses:

- i. First Offense: Verbal warning by Amenity staff and suspension from the Recreational Facilities for up to one week from the commencement of the suspension. Violations that result in any suspension period shall be recorded by Amenity staff, signed by the individual offender(s), and held on file at the Amenity.
- ii. Second Offense: Automatic suspension of all Amenity privileges for up to thirty days from the commencement of the suspension, with the preparation by Amenity staff of a written report to be signed by the offender(s), filed at the Amenity, and with notification to the Board.
- iii. Third Offense: Suspension of all Amenity privileges for up to one year. Such suspension shall run to the next regular meeting of the Board of Supervisors. At said meeting, the record of all previous offenses will be presented to the Board for recommendation of termination of the offender(s) privileges for one calendar year. The length of the suspension is in the discretion of the Board and may be for more or less than one year, depending on the nature of the violation.

- b. Each offense shall expire one year after such offense was committed, except in cases of egregious behavior that, in the discretion of the Board, may warrant a longer or even permanent suspension. After the expiration of one year, or longer as provided for herein, the number of offenses on record for such offender(s) shall be reduced by one. For example, if a first offense is committed on February 1 and a second offense on August 1, there will be two offenses on record until February 1 of the following year, at which time the first offense will expire, and the second offense will thereafter be considered a first offense until it expires on the following August 1. The provisions of this paragraph shall not at any time serve to reduce any suspensions or terminations, which may have been imposed prior to the expiration of any

offenses.

Notwithstanding the foregoing, any time a user of the Amenity is arrested for an act committed, or allegedly committed, while on the premises of the Amenity, or violates these Policies in a manner that, in the discretion of the District Manager or Community Director upon consultation with either the Chairman or Vice Chairman, justifies suspension beyond the guidelines set forth above, such offender(s) shall have all amenity privileges immediately suspended until the next Board of Supervisors meeting. At the Board meeting, the Board will be presented with the facts surrounding the arrest or violation and the Board may make a recommendation of suspension or termination of the offender(s) privileges, which suspension or termination may include members of the offender(s) household and may, upon the first offense, equal to or exceed one year. In particular situations that pose a long term or continuing threat to the health, safety and welfare of the District and its residents and users, permanent termination of Amenity privileges may be considered and warranted.

- c. Any suspension or termination of Amenity privileges may be appealed to the Board of Supervisors for reversal or reduction. The Board's decision on appeal shall be final.

6. 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.

7. 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.

EXHIBIT C

Kiln Safety Guidelines

Pottery Class Rules and Safety

Everyone using the studio must cooperate in maintaining the studio and following the procedures outlined. Each facility must recognize the inherent risk in the operation of kilns and furnaces, regardless of code application and rigorous design. Training of all operators and maintenance personnel should be a continuous process.

GENERAL HEALTH AND SAFETY RULES

1. When chemical purchases are made, approved products (AP) must be considered as a priority.
2. Only premixed glazes may be used.
3. Read the safety data sheet (SDS) for hazardous materials that you use.
4. All chemicals must be labeled with the name of the substance, required hazard warnings and the name of the manufacturer.
5. Shoes must be worn in and around the classroom, (no open toe shoes).
6. Cover all open cuts, especially on your hands and wear gloves when working with hazardous materials.
7. When working or storing work, do not block doors and passageways.
8. Children are not allowed access the classroom.
9. No eating, drinking or smoking in the classroom.
10. All spills should be sponged/mopped up immediately. A wet floor is a safety hazard.
11. Hair must be tied back. Loose clothing and items such as lanyards must not be worn that might be caught in hot or revolving parts/machinery.
12. Wash your hands with soap and water before leaving the classroom.
13. Food or drink is not to be taken into the kiln/ceramic work areas.

CONDITION OF ROOM

1. Tables are to be wet wiped clean, wheels cleaned after use and walls next to the wheels cleaned of splatter.
2. Throwing slip must not be poured down sink drain, put slip in appropriate pail.
3. Shelves are to be marked for
 - a. works in progress
 - b. drying
 - c. hand-building, etc.

Pottery Class Rules and Safety

4. Sinks should be wiped out and counters wiped off and dried. Do not leave tools or equipment in sink area

WHEELS

1. Wheel heads and pans will be cleaned after each use.
2. Floor around wheel areas must be cleaned of any splatter or water.
3. Wheels are to be turned off after each use.
4. Masonite batts are to be cleaned for the next use and returned to proper use.
5. Large plaster batts are to be stored on the bottom shelf of the rolling carts.
6. Do not wash off plaster batts, let dry and scrap off.
7. Batts pins are to be stored in a plastic container on the window sill.
8. Rectangular plaster batts are to remain on top of the rolling cart for throwing scraps.

GLAZING

1. Glazes must be applied by brushing or dipping. Spraying, air brushing and dusting is not permitted.
2. Proper instruction of students in using glazes to prevent contamination of glazes.
3. Check pieces to make sure glazes are wiped on bottom before loading in kiln and that they are not over glazed.
4. Clean up glaze area when finished. Rinse all brushes, bowls, pouring cups, stirrers, and etc. in the large bucket at the end of the glaze table.
5. Check to ensure that glaze names on lids match their buckets.
6. Encourage students to have their own set of brushes to avoid glaze contamination.
7. Inform the instructor or studio manager if the glaze bucket is empty or low.
8. Make certain all the equipment is thoroughly cleaned of glaze before returning equipment to proper storage area.
9. Wet wash table tops.

Pottery Class Rules and Safety

KILN

The safety of a district's kilns involves many choices and operations: choice of kiln for suitability to use, its location, its installation, commissioning, inspection, testing, maintenance, and operation. Operation includes use of Personal Protective Equipment (PPE) and proper selection and use of materials subject to being fired. The best practices in this publication, coupled with manufacturer recommendations, art instructor training, National Fire Protection Agency (NFPA) guidelines, local building and fire inspector guidelines, and employee training, should ensure safe use of these devices. Install electric kilns in accordance with local electrical and fire safety codes and in accordance with manufacturers' suggested installation instructions. Installation must be performed by a qualified electrician.

1. Pottery Instructors are responsible for firing participants work.
2. Instructors are to schedule firings; a firing schedule should be posted.
3. The kilns ventilation must be switched on during the firing process to release gases and fumes to the outdoors.
4. Looking into the glowing kilns is not permitted.
5. Shelves and furniture will be stacked neatly in the appropriate places after firings.
6. When kilns are not in use, leave the lids open.
7. Participants are not allowed to load, unload or operate kilns.
8. Do you have the appropriate personal protective equipment (PPE)?
 - a. Thermal gloves - These should be worn when handling any part of a kiln (other than a control panel) while it is firing or cooling. Even after power or fuel has been turned off, kilns will remain hot for hours. Do not open or touch until fully cooled.
 - b. Aprons (fire rated)
 - c. Eye and face protection--IR and UV protective glasses - These protect your eyes from the radiant heat. Regular sunglasses are inadequate for this purpose and may actually melt. Protective glasses may also allow you to see your cone packs more clearly.
 - d. Respirators as necessary. - Carbon dioxide is given off during any fuel-burning firing. Overexposure leads to blood oxygen levels falling, a decrease in hearing and pulse rate, and a rise in blood pressure. Carbon monoxide is released during reduction firing. Exposure can lead to headaches, dizziness, fatigue, and drowsiness. Carbon monoxide can be lethal and is tasteless and odorless. Sulfur dioxide can be released when firing soluble salts. It is a strong lung irritant and can be lethal. It can be noticed as a rotten egg or sulfur smell.
9. After firing, leave the extraction fan on, open the kiln door and allow the gas emissions to disperse before unloading.

Pottery Class Rules and Safety

10. The kiln area should be free from obstructions and able to be easily accessible. An 18-inch clearance needs to be maintained for non-combustible material and 36-inch clearance for combustible material.
11. The jacket and some of the other fixtures surrounding the kiln will get hot enough to burn your skin when the kiln is heated. Therefore, it is important to be extremely careful when working close to the kiln.
12. Be sure to unplug the kiln before working on the electrical components. If the kiln is hard wired, turn off the circuit breaker using lock-out/tag-out procedures.
13. For your safety, the protection of your kiln, and the protection of your ware inside the kiln, we recommend that you avoid unloading the kiln when it is above 125°F.

CLAY

1. Only premixed clay may be used in the classroom.
2. Hand grinders and Dremel tools must be used to remove dripped glaze from pottery. Bench grinding is not permitted. Use a wet grinding wheel if one is available.
3. All grinding (except wet grinding) must occur outdoors and eye protection must be worn.
4. Finished ceramic ware must be appropriately labeled if it cannot be used for food use (leaching).
5. Boxed clay is stored in the locked cupboards and storage room.
6. No one is allowed to bring in clay of any kind.
7. There is no outside work fired. Only work from enrolled participants is to be fired.

INSTRUCTORS

1. Instructors must educate the students for the chemical and physical hazards relevant to the classroom and the relevant controls.
2. Instructors must ensure the participants understand the classroom rules and safety guidelines and sign them to abide by them.
3. Instructors coordinate schedules with the administrator.
4. Instructors are responsible for the condition of the classroom.
5. Be prompt for classes; let the administrator know ASAP if there are any problems.
6. Instructors may not use the classroom for their own uses.
7. Instructors are to reclaim the clay in the pug mill.

Pottery Class Rules and Safety

8. Instructors are to teach participants to be responsible for returning tools and respecting the all of the Equipment.

9. Check supplies and process re-order.

I have read these rules and safety guidelines; I understand them, and I agree to abide by them.

Name

Signature

Date