

FOLLOW ALL PROCEDURES ON BACK OF THIS FORM

Contract # 260072
Number Assigned by Purchasing Dept.



CONTRACT REVIEW

BOARD MEETING DATE:

WHEN BOARD APPROVAL IS REQUIRED DO
NOT PLACE ITEM ON AGENDA UNTIL
REVIEW IS COMPLETED

☐ Must Have Board Approval over \$100,000.00

Date Submitted: 4/7/2026 **Final 8.12.2026**

Name of Contract Initiator: Christina Thompson

Telephone #: 904-336-6946

School/Dept Submitting Contract: District Athletics

Cost Center #

Vendor Name: Rolling Hills Community Development

Contract Title: Interlocal Agreements - Use of Swimming Pool (one for Clay High & one for Middleburg High)

Contract Type: New ☒ Renewal ☐ Amendment ☐ Extension ☐ Previous Year Contract # 250199

Contract Term: 8/11/2026 - 11/8/2026

Renewal Option(s): N/A

Contract Cost: \$900.00 per Swim Team (\$900 x 2 = \$1,800)

☐ BUDGETED FUNDS – SEND CONTRACT PACKAGE DIRECTLY TO PURCHASING DEPT

Funding Source: Budget Line # Internal Accounts

Funding Source: Budget Line #

☐ NO COST MASTER (COUNTY WIDE) CONTRACT - SEND CONTRACT PACKAGE DIRECTLY TO PURCHASING DEPT

☐ INTERNAL ACCOUNT - IF FUNDED FROM SCHOOL IA FUNDS – SEND CONTRACT PACKAGE DIRECTLY TO SBAO

REQUIRED DOCUMENTS FOR CONTRACT REVIEW PACKAGE (when applicable):

_____ Completed Contract Review Form

_____ SBAO Template Contract or other Contract (NOT SIGNED by District / School)

_____ SIGNED Addendum A (if not an SBAO Template Contract) - *When using the Addendum A, this Statement MUST BE included in the body of the Contract:*

"The terms and conditions of Addendum A are hereby incorporated into this Agreement and the same shall govern and prevail over any conflicting terms and/or conditions herein stated."

_____ Certificate of Insurance (COI) for General Liability & Workers' Compensation that meet these requirements:

COI must list the School Board of Clay County, Florida as an Additional Insured and Certificate Holder. Insurer must be rated as A- or better.

General Liability = \$1,000,000 Each Occurrence & \$2,000,000 General Aggregate.

Auto Liability = \$1,000,000 Combined Single Limit (\$1,000,000 for Charter Buses).

Workers' Compensation = \$100,000 Minimum

[If exempt from Workers' Compensation Insurance, vendor/contractor must sign a Release and Hold Harmless Form. If not exempt, vendor/contractor must provide Workers' Compensation coverage].

_____ State of Florida Workers Comp Exemption (<https://apps.fidfs.com/bocexempt/>) (if Applicable)

_____ Release and Hold Harmless (if Applicable)

RECEIVED

By Bertha Staefe at 12:43 pm, Apr 07, 2026

**AREA BELOW FOR DISTRICT PERSONNEL ONLY **

CONTRACT REVIEWED BY:		COMMENTS BELOW BY REVIEWING DEPARTMENT
Purchasing Department		Same as previous approved Contract 250199 but added Middleburg High School (see red additions). School/Dept will need to address yellow highlighted areas. Need Clay High practice schedule for Exhibit A.
School Board Attorney	JPS	See comment. JP see reply highlighted in blue on page 4 -BFS JP added "may" & strike-through "agrees and covenants to" on page 4 Rolling Hills pushed back on edit of "may" so we changing it back per JP email 7/20.
Review Date	4/16/26 6/8/26	
RECEIVED By bfstaefe at 3:37 pm, Aug 12, 2026 Approved Contracts Attached		Rolling Hills emailed Agreement Clay & Middleburg
PENDING STATUS: ☐ YES ☐ NO		IF YES, HIGHLIGHTED COMMENTS ABOVE MUST BE CORRECTED BY INITIATOR
FINAL STATUS		Tentatively Approved Pending Required Signatures

CONTRACT REVIEW PROCESS FOR "ALL" CONTRACTS

A contract is defined as an agreement between two or more parties that is intended to have legal effect. This may include MOUs, Interlocal Agreements, Service Agreements and Contracts. Contracts document the mutual understanding between the parties as to the terms and conditions of their agreement, contain mutual obligations, and clearly state the agreement's consideration. The term consideration includes the cost of the services and/or products to be provided by second party (vendor or service provider) and any non-monetary performance. No school, department, or other organizational unit has authority to contract in its own name. All Board contracts must be made in the legal name of the Board, "The School Board of Clay County, Florida". The School or Department may extend this name to include the school or department as follows, "The School Board of Clay County, Florida o/b/o _____ (insert the school or department name)" where o/b/o means "on behalf of".

All contracts shall be reviewed and approved by the School Board Attorney and/or the Supervisor of Purchasing to ensure legality, compliance with Board policy, and to ensure the Board interests are protected before the authorized signatory may execute the contract.

All contracts having a value of \$100,000 or more shall be authorized by the Board at a regular or special meeting and signed by the Board Chairman. All approved contracts having a value of less than \$100,000 may be executed by the Superintendent or appropriate District administrator based on the value of the contract.

1. All approved contracts having a value of \$50,000 or more, but less than \$100,000 shall be signed by the Superintendent, or the person who has been designated, in writing by the Superintendent, as the Superintendent's Designee at the time of the contract signing. All contracts executed pursuant to this subparagraph shall be reported to the School Board in a separate entry as part of the monthly financial report.
2. All approved contracts having a value of \$25,000 or more, but less than \$50,000, shall be signed by the Superintendent, or the Assistant Superintendent for Business Affairs.
3. All approved contracts having a value of less than \$25,000 and contracts of any value described in Board Authorized Contracts above that are exempt from the requirement for Board approval, may be signed by the Superintendent, or the Assistant Superintendent for their Division, or Chief Officers, or Directors, or Principals.
4. The Superintendent is authorized to approve contract amendments or change orders for the purchase of commodities and services up to the amount of ten (10) percent or \$50,000, whichever is less, of the original contract amount that was previously approved by the Board.

Employees who enter into agreements without authority may be personally liable for such agreements, whether oral or written.

Step 1: Contract Initiator and Vendor prepare draft contract
(School Board Attorney Office (SBAO) Template Contracts available on SBAO webpage are strongly encouraged)

Step 2: Complete Contract Review Form, attach Required Documents to include the UNSIGNED Contract by the District / School.

For Contracts using Budgeted Funds or For No Cost / Master (County Wide) Contracts:
Initiator submits Contract Review Package to Purchasing Department - See Step 3

For Contracts using Internal Funds Individual to each School:
Initiator submits Contract Review Package direct to SBAO - See Step 4

IMPORTANT

Step 3: If Funded by Budgeted Funds, submit the Contract Review Package to the Purchasing Department. Email: district9056@myoneclay.net. Purchasing will begin the contract review process and submit the contract to the SBAO for review. SBAO may reach out to Initiator and/or other Departments (Risk, IT,) with questions or concerns and will assist with contract revisions. SBAO will send the Contract Review Package back to the Purchasing Department for final processing and the return to Initiator. Purchasing will save a digital copy of the Contract Review Package PLUS the Final Signed Contract you've return to Purchasing in the Contract Review Team Drive.

Step 4: If Funded by Internal Account (IA), submit the Contract Review Package directly to SBAO.
Email: contractreview@myoneclay.net
The SBAO will begin the contract review process and return it directly to Initiator

Step 5: The Initiator is responsible for finalizing the Contract which includes:
Addressing Comments/Revisions, Obtaining Required Signatures, Send District Final Signed Contract to Purchasing OR Retain Internal Accounts Final Signed Contract at School per School Board Record Policy.
If there is a Cost associated with Contract, the Initiator must work with their Bookkeeper to finalize the Purchasing Process.
Budgeted Funds require a District Purchase Order. Internal Accounts require an IA Purchase Order.

For assistance with legal-related matters, please visit the [School Board Attorney's Office \("SBAO"\) webpage](#) or call 904-336-8507
For assistance with insurance-related matters, please visit the [Business Affairs - Risk Management webpage](#) or call 904-336-8745
For assistance with District Purchasing, please visit the [Business Affairs - Purchasing webpage](#) or call 904-336-8736

**INTERLOCAL AGREEMENT BETWEEN THE SCHOOL BOARD OF CLAY
COUNTY, FLORIDA, AND ROLLING HILLS COMMUNITY DEVELOPMENT
DISTRICT REGARDING USE OF ROLLING HILLS CDD'S AMENITY COMPLEX
FACILITIES**

THIS AGREEMENT ("Agreement") is effective this 11th day of August, 2026, by and between:

ROLLING HILLS COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, with offices at 475 West Town Place, Suite 114, St. Augustine, Florida 32092 ("Rolling Hills CDD"), and

THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA ("Licensee") **FOR THE USE AND BENEFIT OF THE CLAY HIGH SCHOOL SWIM TEAM**, 900 Walnut Street, Green Cove Springs, Florida 32043 (the Licensee together with the Rolling Hills CDD, the "Parties").

RECITALS

WHEREAS, it is the purpose and intent of this Agreement to permit and authorize the Licensee and the Rolling Hills CDD to make the most efficient use of their respective resources, authority and capabilities by enabling them to cooperate and achieve the results provided in this Agreement pursuant to Section 163.01, *Florida Statutes*, known as the Florida Interlocal Cooperation Act of 1969 ("Cooperation Act"); and

WHEREAS, it is the purpose of the Cooperation Act to provide a means by which the Licensee and the Rolling Hills CDD may exercise their respective privileges and authority which they may have separately, but which pursuant to this Agreement and Cooperation Act they may exercise collectively; and

WHEREAS, the Rolling Hills CDD is a special-purpose unit of local government established pursuant to and governed by Chapter 190, *Florida Statutes*; and

WHEREAS, the Rolling Hills CDD owns, operates and maintains certain recreational facilities, including a competition pool ("Aquatic Facilities"); and

WHEREAS, the Licensee, on behalf of the Clay High School Swim Team ("Swim Team"), approached the Rolling Hills CDD and expressed desires to make use of the Aquatic Facilities for practices and the hosting of swim meets; and

WHEREAS, the Rolling Hills CDD is willing to allow the Swim Team to make use of the Aquatic Facilities for practices and swim meets provided that such use does not impede the operation of the Aquatic Facilities; and

WHEREAS, the Rolling Hills CDD has determined that providing the Licensee with the ability to use the competition pool is a proper public purpose, and makes appropriate use of the Aquatic Facilities; and

WHEREAS, the Rolling Hills CDD and the Licensee warrant and agree that they have all right, power and authority to enter into and be bound by this Agreement.

NOW, THEREFORE, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

SECTION 1. RECITALS. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.

SECTION 2. TERM. This Agreement shall be effective August 11, 2026, and shall terminate on November 8, 2026, unless terminated early in accordance with Section 8 below. However, the covenants and obligations of School Board contained in this Agreement shall survive termination for acts and omissions which occurred during the effective term of this Agreement.

SECTION 3. USAGE BY SWIM TEAM.

A. **Usage; Generally.** The Rolling Hills CDD hereby grants to the School Board of Clay County, Florida, a license for the Clay High School Swim Team's use of the Aquatic Facilities for practices and meets in accordance with the schedules attached hereto as **Exhibit A**, as coordinated between the Rolling Hills CDD's representative and the Swim Team representative, and with the guidelines provided in **Exhibit B**, both of which are incorporated herein by this reference ("License"). The Licensee acknowledges that the Clay High School Swim Team, its student athletes, coaches, volunteers, chaperones, or any other individuals participating in or attending swim team activities at the Aquatic Facilities are using the facilities solely through the rights granted to the Licensee in accordance with this Agreement. The Swim Team shall hold no more than six (6) "Home" meets as indicated in the schedule provided in Exhibit A. The License to use the Aquatic Facilities is limited to the hours provided in such schedules. In consideration of said use of the Aquatic Facilities, the Licensee agrees to the following conditions:

- i. Access to the Aquatic Facilities is limited to the competition pool, the pool decks, parking lot serving the Aquatic Facilities and designated restrooms in case of emergencies. No other use of, or access to, the Rolling Hills CDD's recreational facilities is permitted.
- ii. The Licensee understands and acknowledges that there are limited parking spaces available at the Rolling Hills CDD's facilities, which is primarily available for Rolling Hills CDD residents wishing to utilize the Rolling Hills CDD's recreational facilities. During the meets, the Swim Team will leave at least one (1) row of parking spaces closest to the Aquatic Facilities open and available to residents who want to use the Rolling Hills CDD facilities. The Swim Team shall be responsible for redirecting the traffic to enforce the same. No parking shall impede the flow of traffic on the streets. The Swim Team staff shall inform its team

members and the visiting teams and spectators coming to the meets of the limited parking available at the Rolling Hills CDD facilities and shall encourage them to carpool to the Rolling Hills CDD facilities. The Swim Team shall, to the maximum extent possible, carpool to the Rolling Hills CDD facilities for practices and meets, and whenever feasible, shall utilize a school bus or similar mode of mass transportation to arrive at the Rolling Hills CDD facilities.

iii. The Rolling Hills CDD hereby designates the Rolling Hills CDD Manager or his or her designee as the Rolling Hills CDD's representative.

iv. The Swim Team's use of Aquatic Facilities shall be in conjunction with the use of the Aquatic Facilities by other members of the public and by other swim teams, if any, and the Swim Team use shall not interfere with the operation of the Aquatic Facilities as a public improvement.

v. All use of the Aquatic Facilities shall be subject to the policies and regulations of the Rolling Hills CDD, including but not limited to the Rolling Hills Facilities and Amenity Policies, the Guidelines for the Swim Team Usage and Guidelines for Swim Team Meets, which are incorporated herein and attached as **Exhibit B**, as well as applicable Florida Statutes.

vi. The Rolling Hills CDD shall have the right to take such actions as are necessary to preserve the health, safety and welfare of its residents, landowners, lands and facilities.

vii. Persons identified as coaches by the Swim Team, and any such coach's minor children who participate on the Swim Team, may make use of the Aquatic Facilities during Swim Team practices and meets, regardless of the coach's status as a paid user of the facilities, subject to the terms and conditions of this Agreement.

viii. The Swim Team shall (i) provide one (1) time payment of nine hundred dollars and zero cents (\$900.00) to the Rolling Hills CDD. If requested by the Rolling Hills CDD, the Swim Team shall (i) provide a minimum of five volunteers for one resident event as arranged by the Rolling Hills CDD; and (ii) provide at least ten (10) volunteer hours each week during the term of this Agreement (which may include resident events referenced above).

ix. All individuals associated with the Swim Team must submit a waiver in substantially the form attached hereto as **Exhibit C** before accessing the Rolling Hills CDD's Aquatic Facilities. Allowing use without an executed waiver is grounds for termination of this Agreement. This waiver is in addition to any other waivers required by the Licensee, Swim Team, or the Rolling Hills CDD.

B. Usage During an Endemic or Pandemic. In the event of a known endemic or pandemic affecting the locality whereupon the Rolling Hills CDD is located, the Parties agree that additional procedures may apply to the Swim Team's usage of the Aquatic Facilities, which shall apply by an amendment to this Agreement to be executed by the Parties and Swim Team agrees to enter into same, as necessary.

SECTION 4. CARE OF THE PROPERTY. The Licensee agrees to use all due care to protect the property of the Rolling Hills CDD, its residents and landowners from damage, and to require any meet participants invited to the Aquatic Facilities to do the same. Licensee agrees that it shall assume responsibility for any and all damage to the Rolling Hills CDD's facilities or lands as a result of Licensee's use under this Agreement other than damage which may be attributable to ordinary wear and tear as determined by the Rolling Hills CDD. In the event that any damage to the Rolling Hills CDD's facilities or lands occurs, the Rolling Hills CDD shall notify Licensee of such damage and shall allow the Licensee's agents or employees the opportunity to examine the damage prior to repair. The Licensee agrees that the Rolling Hills CDD may make whatever arrangements necessary, in its sole discretion, to promptly make any such repairs as is necessary to preserve the health, safety and welfare of the Rolling Hills CDD's lands, facilities, residents and landowners. The Licensee agrees to reimburse the Rolling Hills CDD for any such repairs within thirty (30) days of receipt of an invoice from the Rolling Hills CDD reflecting the cost of the repairs made under this Section.

SECTION 5. ENFORCEMENT. A default by either Party under this Agreement shall entitle the other Party to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and specific performance. Notwithstanding this, the Licensee's right to recover damages from the Rolling Hills CDD on any and all claims of any type shall be limited in all instances to no more than five-hundred dollars and zero cents (\$500.00).

SECTION 6. INDEMNIFICATION AND INSURANCE. The Licensee agrees to indemnify and hold harmless the Rolling Hills CDD and its officers, agents and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries, death or property damage of any nature, arising out of, or in connection with, wholly or in part by, the use of the Rolling Hills CDD's facilities and lands by the Swim Team and its guests, including litigation or any appellate proceedings, both in and outside court proceedings, with respect thereto, and specifically including but not limited to claims arising out of or connected to alleged or actual exposure to the COVID-19 virus.

Notwithstanding any terms of this Agreement to the contrary, the Parties agree that nothing herein shall be construed as a waiver of either the Licensee's or the Rolling Hills CDD's sovereign immunity or limits of liability beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other statute. The Licensee, subject to the Licensee's self-insured retention, agrees and covenants to provide liability insurance with limits of One Million Dollars (\$1,000,000.00) applicable to bodily injury, sickness or death in any one occurrence and One Million Dollars (\$1,000,000.00) for loss or damage to property in any one occurrence and shall provide evidence of such insurance in the form of an insurance certificate prior to commencing use of the Rolling Hills CDD's facilities under this Agreement. Additionally, the Licensee agrees that its policy may not be canceled during the term of this Agreement without at least thirty (30) days' written notice to the Rolling Hills CDD.

Notwithstanding any language in this section to the contrary, nothing in this indemnification agreement shall be construed or interpreted to increase the scope or dollar limit of the Swim Team's or the Licensee's liability beyond that which is set forth in Section 768.28, *Florida Statutes*, or to otherwise waive the Licensee's sovereign immunity, or to require the Swim

Team/Licensee to indemnify Rolling Hills CDD or any other person, corporation, or legal entity of any kind or nature whatsoever for injury or loss resulting from any acts other than the negligent acts of the Swim Team or the Licensee or its agents or employees. The Swim Team and the Licensee shall not indemnify any party for attorney's fees or costs other than those court costs which are set forth by Florida Statute or other Florida law as recoverable costs of court.

SECTION 7. RECOVERY OF COSTS AND FEES. In the event either Party is required to enforce this Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover from the other party all costs incurred, excluding reasonable attorneys' fees.

SECTION 8. TERMINATION. The Parties shall have the right to terminate this Agreement at any time without cause upon written notice. However, the covenants and obligations of the Licensee contained in this Agreement shall survive termination for acts and omissions which occurred during the effective term of the Agreement.

SECTION 9. ENTIRE AGREEMENT. This instrument, together with the attached Exhibits, shall constitute the final and complete expression of the agreement between the Parties relating to the subject matter of this Agreement.

SECTION 10. AMENDMENT. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing that is executed by the Parties hereto.

SECTION 11. ASSIGNMENT. Neither the Rolling Hills CDD nor the Licensee may assign their rights, duties, or obligations under this Agreement or any monies to become due hereunder without the prior written approval of the other. Any attempted assignment without such written approval shall be void.

SECTION 12. APPLICABLE LAW. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. The Parties consent to and agree that the exclusive venue for any litigation arising out of or related to this Agreement shall be in a court of appropriate jurisdiction, in and for Clay County, Florida.

SECTION 13. NOTICES. All notices, requests, consents and other communications hereunder ("Notices") shall be in writing and shall be delivered, mailed by overnight delivery service or First Class Mail, postage prepaid, to the Parties, as follows:

1. If to Swim Team:	Clay High School c/o Swim Team 2025 State Road 16 Green Cove Springs, Florida 32043 Attn: Kacie Simmons & Dennis Sgro
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With a copy to:	Jeremiah Blocker Attorney to Clay County School Board 900 Walnut Street
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Green Cove Springs, Florida 32043

2. If to Rolling Hills CDD Rolling Hills Community
Development District
475 West Town Place, Suite 114
St. Augustine, FL 32092
Attn: Marilee Giles, Rolling Hills CDD Manager

With a copy to: Kutak Rock LLP
107 W. College Avenue
Tallahassee, Florida 32301
Attn: Katie Buchanan, Rolling Hills CDD Counsel

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the Rolling Hills CDD and counsel for the School Board may deliver Notice on behalf of the Rolling Hills CDD and the School Board. Any party or other person to whom Notices are to be sent or copied shall notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days' written notice to the parties and addressees set forth herein.

SECTION 14. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

SECTION 15. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the Rolling Hills CDD and the Licensee, both the Rolling Hills CDD and the Licensee have complied with all the requirements of law, and both the Rolling Hills CDD and the Licensee have full power and authority to comply with the terms and provisions of this instrument.

SECTION 16. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

SECTION 17. EXECUTION IN COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this Agreement to physically form one document.

SECTION 18. ACCESS TO RECORDS. The access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials, associated with this Agreement shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, *Florida Statutes*), and other applicable State or Federal law. Access to such public records may not be blocked, thwarted, and/or hindered by placing the public records in the possession of a third party, or an unaffiliated party.

SECTION 19. FILING. After approval of this Agreement by the respective governing bodies of the School District and the Rolling Hills CDD, and its execution by the duly qualified and authorized officers of each of the Parties, the Rolling Hills CDD shall cause this Agreement to be filed with the Clerk of the Circuit Court of Clay County, Florida, in accordance with the requirements of Section 163.01(11), *Florida Statutes*.

[Signatures on next page]

IN WITNESS WHEREOF, the Parties hereto have signed and sealed this Agreement on the day and year first written above.

**THE SCHOOL BOARD OF CLAY
COUNTY, FLORIDA**

By _____
Chairperson

Dated: _____

Witness:

By _____
Secretary/Assistant Secretary

Dated: _____

Attest:

By _____
David S. Broskie, Superintendent of
Clay County Schools

Dated: _____

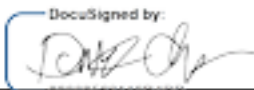
Reviewed for legal sufficiency by:

Attorney/ Assistant Attorney for The School
Board of Clay County, Florida

Dated: _____

[Signatures continued on following page]

**ROLLING HILLS COMMUNITY
DEVELOPMENT DISTRICT**

DocuSigned by:

By _____
Chairperson, Board of Supervisors
Dated: 2026-08-12 _____

Witness:

Signed by:
By  _____
Print Name Marilee Giles _____
Dated: 2026-08-12 _____

- Exhibit A** Swim Team Practice and Meet Schedule
- Exhibit B** Guidelines for Swim Team Usage
- Exhibit C** Form of Waiver
- Exhibit D** Rolling Hills CDD Policies Regarding District Amenity Facilities

Exhibit A
Swim Team Practice and Meet Schedules

Clay High School Swim & Dive

2026 Swim Season Meet Schedule & Timer Volunteer Sign-Up

We are excited to kick off another great season of Clay High School Swim & Dive! Swim meets are the heart of our season, giving our athletes the opportunity to compete, grow, and represent our team. We look forward to a fun and successful year with the support of our families.

All swim meets will follow the same general schedule:
Warm-ups begin at 4:00 PM
Meet start time is 5:00 PM

To help our meets run smoothly and stay on schedule, we are organizing parent timers before the season begins. Having volunteers scheduled in advance allows meets to run efficiently without needing to find last-minute help on meet day.

We kindly ask each family to review the tentative meet dates below and sign up to help time at one or more meets. No prior experience is necessary—training and instructions will be provided.

Please note: All dates are tentative and subject to change.

Thursday, August 27 - @ St. Johns Country Day — Away Meet

Thursday, September 10 - Ridgeview — Home Meet

Thursday, September 17 - Middleburg — Home Meet

Thursday, September 24 - Episcopal — Home Meet

Thursday, October 1 - Oakleaf and Pedro Mendez — Home Meet

Thursday, October 8 - Orange Park — Home Meet

Thursday, October 15 - Bishop Kenny — Home Meet (Senior Night)

Other Important Team Events (Suggestions welcome!):

Friday, September 18 - Swim Surge Fundraiser, 5:00–8:00 PM

CLAY HIGH SCHOOL SWIM PRACTICE

On non-meet days, the Clay High School swim team will practice starting at 3:30 PM. Practices begin in July and run through early November (depending on if we have kids qualify for the State Meet). Normally meet days are Thursday's so practice would be around that day throughout the week.

Exhibit B

Guidelines for Swim Team Usage

1. All Swim Team usage of Aquatic Facilities must be pre-scheduled with Rolling Hills CDD staff prior to the beginning of practices.
2. Usage of the Rolling Hills CDD facilities is limited to the Aquatic Facilities named in the Agreement and this exhibit ONLY. The Swim Team shall not have access to any other Rolling Hills CDD's recreational facilities, including but not limited to the clubhouse.
3. Spectators that are not Rolling Hills CDD residents may be present and are allowed to attend Swim Team competitions and meets subject to the conditions of this Agreement. However, the Rolling Hills CDD, in its sole discretion, reserves the right to limit the number of such spectators (1) should the Aquatic Facilities exceed then-effective occupancy capacity or (2) should it be necessary to protect the health, safety or welfare of the Rolling Hills CDD, its landowners, residents or its guests or the Rolling Hills CDD property.
4. Spectators and/or guests that are not Rolling Hills CDD residents shall not be present during swim practices.
5. The Swim Team is responsible for ensuring that Swim Team members, visiting teams, guests and spectators, as applicable, abide by all Rolling Hills CDD rules and policies, which may be amended from time to time in the Rolling Hills CDD's sole discretion.
6. No Swim Team practices may be held on weekends or on days or times that the family pool is closed UNLESS the practices are held prior to facility opening to the public, or otherwise as permitted by the Rolling Hills CDD. On those days, practice will end by 11:00 am and the Swim Team shall be responsible straightening any chairs, disposing of trash in trash receptacles and general clean-up after each practice, returning the Aquatic Facilities to the same condition as before the practice started. Other restrictions may apply during a public health emergency, such as the an endemic or a pandemic, or as otherwise required by the Rolling Hills CDD.
7. Except with the prior approval of the Rolling Hills CDD, no Swim Team competitions may be held on weekends or on days that the family pool is closed, unless otherwise as permitted by the Rolling Hills CDD. Swim Team shall be responsible for straightening any chairs, disposing of trash in trash receptacles and general clean-up after each meet, returning the Aquatic Facilities to the same condition as before the meet started. Other restrictions may apply during a public health emergency, such as an endemic or a pandemic, or as otherwise required by the Rolling Hills CDD.
8. Volunteers, concession operators, booster organizations, etc. providing, preparing, serving, or selling food and beverages at swim meets at the Rolling Hills CDD's facilities in connection with the licensed use, must comply with all applicable laws, rules, regulations, codes and health department requirements, including food safety and sanitation standards. The Rolling Hills CDD shall have no responsibility for the preparation, handling, storage, quality, or service in connection with the service of food or beverages.
9. Swim Team practices may use all but one lane, which will remain reserved for Rolling Hills CDD residents.
10. Swim Team roster must be provided to the Rolling Hills CDD 15 days prior to practices beginning or as soon as practicable. Roster must include all coaching staff.
11. The Rolling Hills CDD reserves the right to retain a security guard or guards for the swim meets at Swim Team's expense if the Rolling Hills CDD, in its sole and unrestricted discretion, deems it desirable.
12. Swim Team shall be responsible for automobile parking on swim meet days. Swim meets are expected to surpass the Rolling Hills CDD's parking lot capacity, and the Swim Team shall have volunteers available to manage such overflow parking. Swim Team Members, visiting teams or spectators are prohibited from parking on private property.

13. The Agreement with the Rolling Hills CDD and the School Board must be signed and provided to the Rolling Hills CDD fifteen (15) days prior to practices beginning or as soon as practicable.
14. Proof of insurance must be provided to the Rolling Hills CDD prior to practices beginning or as soon as practicable.

Exhibit C
Waiver of Liability and Hold Harmless Agreement

ACKNOWLEDGEMENT AND RELEASE

I _____, on behalf of my minor child _____ ("Participant") acknowledge that I have freely chosen to have my child participate in certain recreational activities (the "Activities") sponsored by the Clay High School Swim Team ("Swim Team") at the Rolling Hills Community Development District ("Rolling Hills CDD") amenity facilities ("Facilities"). I understand that neither the Swim Team nor the Swim Team instructor(s) ("Instructor") are affiliated in any way with the Rolling Hills CDD and that the Rolling Hills CDD does not endorse any such third parties, and that the Rolling Hills CDD makes no representations concerning the qualifications or ability of any such third parties to conduct, teach, or lead the Activities.

On behalf of Participant, I acknowledge that Participant willfully and voluntarily assumes and accepts sole responsibility for all risks related to participation in the Activities, including, but not limited to, the risks mentioned above, damage to, loss or theft of real or personal property, or other loss or harm of any kind or nature. I acknowledge on behalf of Participant that he or she is voluntarily participating in the Activities with knowledge of the dangers involved, and Participant agrees to assume and accept sole responsibility for Participant's safety and for any and all harm that may occur.

I acknowledge on behalf of Participant that the Rolling Hills CDD recommends that the Participant consult a physician prior to engaging in the Activities and that Participant has either had a physical examination and been given a physician's approval to participate in the Activities or otherwise has elected to participate in the Activities; therefore, Participant assumes all risk and responsibility for participation in the Activities.

I further acknowledge and agree that participating in the Activities may increase the Participant's exposure to the COVID-19 virus, or other contagions. I acknowledge that the participant voluntarily assumes all risks associated with such exposure and resulting illness.

I agree that by participating in the Activities, I will fully comply with all of Rolling Hills CDD's rules, policies and orders, which may be amended from time to time, or face ejection from the Facilities.

By signing this Acknowledgment and Release, I also hereby release the Rolling Hills CDD and its Supervisors, officers, staff, employees, agents, assigns and volunteers ("Released Parties") from and against any and all claims, demands, actions, complaints, suits or other forms of liability that any of them may sustain arising out of or related to, wholly or in part by, my or my child(ren)'s (a) participation in the Activities, (b) failure to comply with the measures imposed by the Clay County School Board, the Swim Team or the Rolling Hills CDD, (c) failure to comply with local, state, and federal laws and policies, procedures, effective guidance regarding COVID-19, and the Rolling Hills CDD amenity rules and policies; or (d) any damage, injury, or illness caused by me or my child(ren) (together, the "Released Claims").

I also agree to indemnify and hold harmless the Released Parties from the Released Claims, including any and all related costs, attorneys' fees, liabilities, settlements, and/or judgments. I confirm that I have carefully read this Acknowledgment and Release, fully understand the above conditions, and agree to its terms knowingly and voluntarily. I also confirm that I am the parent or legal guardian of the child(ren) named below and that I am 18 years of age or older.

IN WITNESS WHEREOF, I have signed this Acknowledgment and Release on this _____ day of _____, 2026.

SIGNATURE: _____ NAME: _____

NAMES OF MINOR CHILD(REN): _____

Exhibit D
Rolling Hills CDD Policies Regarding District Amenity Facilities

ROLLING HILLS
COMMUNITY DEVELOPMENT DISTRICT



Policies Regarding District
Amenity Facilities

Revised November 20, 2023

Purpose and Introduction

This document outlines uniform policies for use of the facilities located on the property owned by the Rolling Hills Community Development District ("District") including the Residents' Club, Fitness Center, Aquatics Facilities, Tennis Courts, Amphitheatre, and Encompassing Parks.

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 these policies is current as of the date of the publication.

Definitions

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

Amenity Pass: is an access card issued to Residents and Annual Pass Holders 8 years of age and older.

Annual Pass: is available for purchase to a non-resident for use of the Facilities and Amenities. The Annual Pass entitles the non-resident and members of the non-resident's household to use the Facilities and Amenities of the District, except in cases that mandate a rental fee as specified in the District's rules and policies. Annual Pass Holders are also entitled to participate in functions and activities that Management conducts on a space-available basis. An Annual Pass shall be applicable for a twelve (12) month period from date of purchase. The annual pass for non-residents is Two Thousand, Five Hundred Dollars (\$2,500.00).

Annual Pass Holder: is a non-resident of the District who pays an annual fee to obtain user privileges of the Facilities and Amenities.

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

District Lakes: District stormwater management facilities including the sloped areas of the banks surrounding the lakes and/or stormwater management facilities.

Facilities and Amenities: includes all of the areas known as the Rolling Hills Amenity Center and Encompassing Parks. The Rolling Hills Amenity Center consists of the Residents' Club, Fitness Center, Aquatics Facilities, Amphitheater, and Tennis Courts.

Guest: is someone who is not a Resident or Annual Pass Holder who must be accompanied by a Resident or Annual Pass Holder in order to use the Facilities and Amenities.

Holidays: are New Year's Day, Martin Luther King, Jr. Day, Presidents' Day, Mother's Day, Memorial Day, Father's Day, Independence Day, Labor Day, Columbus Day, Thanksgiving Day,

Christmas Day, and the Friday after Thanksgiving. If a holiday falls on a weekend, holiday guest fees will apply.

Management: is the designated management staff of the current management company operating the Facilities and 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 and Amenities. A Nanny must be at least 13 years of age. The Resident is responsible for registering the Nanny.

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

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 that resides with the Resident on a permanent basis. Residents have rights to user privileges of the Facilities and Amenities except in cases that mandate a rental fee as specified in these policies. Proof of residency is required, and may be in the form of driver's license or photo identification.

Spectator: is a person entering a District Aquatic or Tennis Courts to observe an activity or event such as a swim meet, a tennis match, or a practice.

Staff: is an employee of the current management company operating the Facilities and Amenities on behalf of the District.

Access Privileges

Residents with an Amenity Pass and Annual Pass Holders are authorized to use the Facilities and Amenities of the District in accordance with the District's rules and policies. They are also entitled to participate in functions and activities that Management conducts on a space-available basis. Each Attendee must register prior to entering the Facilities. At the time of registration, each person shall identify themselves, and present proof of access privileges.

To assist Staff in efficiently enforcing these Usage Policies, Attendees may at times be asked to wear wristbands or other indicators that they have presented proof of access privileges. If Attendees are asked to do this, the wristbands or other indicators must be worn at all times while the Attendee is present at the Facilities and Amenities.

Property owners within the District may relinquish their rights, in writing, to their Amenity Pass to the renter of their property if it is the primary residence of the renter. An Amenity Pass issued to a renter shall expire 12 months from issuance, and can be renewed upon verification of

residency within the District.

Unless otherwise provided for herein, neither an Amenity Pass nor an Annual Pass may be sold, loaned, or transferred in any fashion to gain access to user privileges to Facilities and Amenities. Provided however, 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.

Children 5 years of age or younger may utilize the Facilities and 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 District's adopted rates, unless otherwise provided for herein.

Upon registration, a Nanny is allowed unlimited visits to the Facilities and Amenities without paying a Guest Daily Fee when accompanying a Resident or Annual Pass Holder's child under the age of 13. A Nanny is not allowed to utilize the Facilities and Amenities without the Resident or Annual Pass Holder's child.

Upon registration, an Adult Caregiver is allowed unlimited visits to the Facilities and 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 and 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 and 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 register prior to entering the facility. Admission of a Spectator to a facility does not grant user privileges to the Spectator to any swimming pool or tennis court.

Guest Policy

A Resident or Annual Pass Holder may accompany up to four (4) Guests to the Aquatics Facility and up to two (2) Guests to the Fitness Center, provided that the maximum number of Guests per household shall not exceed four (4).

Conditions of Use of the Amenities and Facilities

Alcohol and Tobacco Usage: State law stipulates that no one under the age of 21 may consume, buy, or otherwise possess any alcoholic beverages on property owned by the District. This rule is strictly enforced on the premises of any District property. Smoking is not allowed inside the Amenity Center or on the pool deck.

Food/Beverages: No glass containers of any type are permitted in any of the Facilities and Amenities. All persons using the pool or park areas must keep the area clean by properly disposing trash or debris.

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).

Parking: No parking is allowed on District-owned premises except where designated.

Pets: Dogs or other pets (with the exception of "Service Animal(s)" trained to do work or perform tasks for an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability) are not permitted within any District-owned public accommodations including, but not limited to, amenity buildings (offices, social halls and fitness center), pools, tennis courts, basketball courts, playgrounds, parking lots, open spaces or related improvements. Dogs or other pets are allowed at the Dog Park. Attendees must clean up after the animals.

A Service Animal must be kept under the control of its handler by leash or harness, unless doing so interferes with the Service Animal's work or tasks or the individual's disability prevents doing so. The District may remove the Service Animal under the following conditions:

- If the Service Animal is out of control and the handler does not take effective measures to control it;
- If the Service Animal is not housebroken; or,
- If the Service Animal's behavior poses a direct threat to the health and safety of others.

The District is prohibited from asking about the nature or extent of an individual's disability in order to determine whether an animal is a Service Animal or pet. However, the District may ask whether an animal is a Service Animal required because of a disability and what work or tasks the animal has been trained to perform.

Thunderstorm Policy: The lifeguards or Staff are in control of the Aquatics Facility, Water Slide, and pool area (collectively, the "Pool Area") during thunderstorms, heavy rain, and other inclement weather. The lifeguards or Staff will determine whether swimming is permitted or not during the times the Aquatic Facility is attended. During periods of heavy rain, thunderstorms, and other inclement weather, the Pool Area will be closed. If heavy rain, thunder and/or lightning occur, everyone will be required to exit the pool and the Pool Area at the first sound of thunder and/or first sighting of lightning for a period of at least thirty (30) minutes. At any point during the 30-minute waiting period, if thunder is heard or lightning is seen, the waiting period will be extended thirty (30) minutes from the last sound of thunder or sight of lightning.

Aquatics Facility and Water Slide

Use of the Aquatics Facility is always at the individual's own risk, even when a lifeguard is present.

The bathing load is set by Clay County at 248 persons. Attendees must present their Amenity Pass or Annual Pass to register when they enter. Attendees must observe the following policies:

- During periods of heavy rain, thunderstorms, and other inclement weather, swimming is prohibited. Staff reserves the right to close the Pool Area during such times in accordance with the Thunderstorm Policy set forth above.
- Everyone must shower before entering the pool.
- Talking to an on-duty lifeguard is not permitted, except in emergencies.
- Persons with documented or visible skin disorders or other maladies that are potentially harmful to others will be denied the use of Aquatic Facility.
- Pool chairs may not be placed in the pool.
- All swimmers must wear proper swimming attire. No cut-offs, shorts with buckles or rivets, or thongs are allowed in the Aquatics Facility.
- Playing is not allowed in the lap lanes. Jumping off starting blocks, hanging on lane lines, and unauthorized diving is prohibited.
- Scuba equipment is not allowed in the pool unless approved by Management in advance.
- 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, rough play, dunking, and dangerous games.
- Diving, large floats, rafts, wave riding boards or water guns are not permitted.
- Floatation devices are permitted at the discretion of Management depending on pool capacity and safety.
- No food or drink permitted in pool or on pool deck within six (6) feet of the pool. Animals and glass containers are prohibited within the fenced pool area.
- Children 14 years of age and up may swim without the supervision of a companion. Residents or Guests under the age of 14 years of age must be accompanied by a Resident that is 18 years of age or older.

- Parents or companions must be within arm's length of a non-swimmer when in the water.
- 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 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.
- 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.

The following hours apply to the Aquatics Facility during swim season as determined by Management:

Monday - Sunday: 10:00 a.m. - 8:00 p.m.

Management may adjust the hours of operation as needed for special events, parties, operational and maintenance requirements, and severe weather conditions. These events may require the pool to open as early as 7:00 a.m. or as late as 11:00 a.m., and close as early as 3:00 p.m. on certain days.

In addition to the Aquatics Facility policies identified above, the following policies apply to the usage of the District's water slide:

- State law requires riders obey all warnings and directions from the Lifeguards and Management. Riders must behave in a manner that will not cause or contribute to the injury of others or themselves, and report all injuries prior to leaving the Aquatics Facility.
- The water slide may only be used when staffed by lifeguards.
- All riders must be at least 42" tall to ride the water slide.
- Riders must be in good physical health. Pregnant women or individuals with heart or back conditions should not use this slide.
- Maximum operational load is 1 person, 300 pounds.
- The line should form on the pool deck with one rider on each landing.
- No combs or foreign objects are allowed in pockets and no jewelry can be worn while riding the slide. Exposed zippers, buckles, rivets, or metal ornamentation is prohibited.

- No tubes, mats, or life jackets are permitted on the slide.
- Water level is 3'6" or greater and riders must be able to swim.
- Riders must enter the slide in a sitting position and ride feet first while lying on their back with arms crossed over their chest or hands clasped behind their head crossed and their legs crossed at the ankles. Absolutely no riding on your stomach or headfirst is permitted.
- No running, standing, kneeling, tumbling, rotating, or stopping on the slide is permitted. Arms and hands must remain inside the slide at all times.
- No diving from the slide.
- Only one rider at a time. No trains or chains of riders permitted.
- Children 4 years of age and older 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.
- All riders must leave the slide pool promptly after entering.

Fitness Center

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

- A Resident or Pass Holder may bring up to two (2) Guests, and must accompany their Guest(s) at all times.
- Attendees should wear proper fitness attire, including shirts and closed toed shoes.
- 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.
- Children under the age of 14 are not permitted to use the Fitness Center.

Parks

All Attendees shall observe the policies listed below or face disciplinary action. 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 except where designated.

District Lakes

- The District Lakes primarily function as detention ponds to facilitate the District's system for treatment and attenuation of stormwater run-off and overflow. As a result, contaminants may be present in the water.
- Residents may fish from any District Lakes. The District has a "catch and release" policy for all fish caught in these waters.
- Fishing is not permitted behind directly behind a Resident's home without prior authorization from the Homeowner.
- Wading and swimming in District Lakes is prohibited.
- Watercraft of any kind in District Lakes, including but not limited to, boats, rafts or tubes, is prohibited.
- Property owners, residents and patrons shall not engage in any conduct or omission that violates any ordinance, resolution, law, permit requirement, or regulation of any governmental entity relating to the District Lakes.
- No docks or other structures, whether permanent or temporary, shall be constructed and placed in District Lakes, unless such structures are properly permitted and approved by the District and other applicable governmental agencies.
- No foreign materials may be disposed of in the District Lakes, including but not limited to: tree branches, paint, cement, oils, soap suds, building materials, chemicals, fertilizers, or any other material that is not naturally occurring or which may be detrimental to the lake environment.
- Easements through residential backyards along the District Lakes are for drainage and maintenance purposes only. Resident access via these easements is prohibited unless specifically granted by the owner of the property on which the easement is located.
- Any hazardous condition concerning the District Lakes must immediately be reported to the District Manager and the proper authorities.

- Property owners and residents are responsible for their tenants', guests', and invitees' adherence to these policies.
- The District is not responsible for injury or damage to persons or property, including accidental death, resulting from the use of District Lakes.

Tennis Courts

Attendees must observe the following policies and etiquette at all times. The Disciplinary Policies enclosed in this document apply to all Rolling Hills tennis courts.

- A Resident or Pass Holder must accompany their Guest at the time of registration, 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 are 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. 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 Management.
- Participation on a team, in a league, or in a clinic is open to Residents, Annual Pass Holders and fee-paying guests only.
- The Tennis Courts observe the following hours of operation: Regular Play 8:00 a.m. - 10:00 p.m.
- Court lights are turned on at dusk and will remain on until 10:00 p.m. If no one is using the courts, lights will be turned off.
- Non-playing children, under the age of 11 shall be directly supervised by a person at least 13 years of age.
- Players under the age of 13 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 Courts.

Private Functions, Rentals, Competitions, and Instructions

When possible, all private functions, rentals, competitions, and instructions shall be held before or after operating hours so as not to interfere with the daily operation or to restrict access to the Facilities and Amenities by Residents, Annual Pass Holders, and their Guests. Local school groups, philanthropic or charity organizations may utilize the Facilities and Amenities for league play, lessons, tournaments, meets, matches, practices, etc. subject to an agreement with the District governing such use.

Residents and Annual Pass Holders may hold private functions in accordance with the District's rules and policies, provided that they are in good standing with the District, they are present for the duration of the event, and they ensure that guests that are not Residents or Annual Pass Holders do not remain on the premises beyond the conclusion of the event.

Attendance at private functions is limited to twenty-five (25) Guests without prior authorization from the District. A non-refundable room rental fee of \$75.00 will be charged for private functions.

Renters must submit a deposit in the amount of \$75.00 and rental contract 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 deposit is forfeited. Failure to comply with the rules regarding guests that are not Residents or Annual Pass Holders may result in a forfeiture of the deposit, loss of Facilities and Amenities privileges, or other disciplinary actions as described in the section on Disciplinary Actions, Suspension and Termination of Privileges.

Suspension and Termination of Access Rule

1. Introduction. This rule addresses disciplinary and enforcement matters relating to the use of the Amenity Facilities.
2. General Rule. All persons using the Amenity Facilities and entering District properties are responsible for compliance with the Policies and Rules established for the safe operations of the Amenity Facilities.
3. Access Cards / Key Fobs. Access Cards 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 Policies and Rules established for the safe operations of the Amenity Facilities.
4. Suspension and Termination of Rights. The District shall have the right to restrict, suspend, or terminate the Amenity access of any person and members of their household to use all or a portion of the Amenities for any of the following acts (each, 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 an 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 Policies and Rules (e.g., this Amenity Policies, Rules and Rates document);
- g. Treating the District's staff, contractors, representatives, residents, landowners, or Patrons 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, or Patrons;
- 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, or Patrons 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 Facilities 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, and Patrons. The Board, in its sole discretion and upon motion of any Board member, may vote to rescind a termination of Amenity access.

5. Administrative Reimbursement. The Board may in its discretion require payment of an administrative reimbursement of up to Five Hundred Dollars (\$500) in order to offset the legal and/or administrative expenses incurred by the District as a result of a Violation ("Administrative Reimbursement"). Such Administrative Reimbursement shall be in addition to

any suspension or termination of Amenity access, any applicable legal action warranted by the circumstances, and/or any Property Damage Reimbursement (defined below).

6. **Property Damage Reimbursement.** If damage to District property occurred in connection with a Violation, the person or persons who caused the damage, or the person whose guest caused the damage, or the person who has charge of a minor that caused the damage, shall reimburse the District for the costs of cleaning, repairing, and/or replacing the property ("Property Damage Reimbursement"). Such Property Damage Reimbursement shall be in addition to any suspension or termination of Amenity access, any applicable legal action warranted by the circumstances, and/or any Administrative Reimbursement.

7. **Removal from Amenities.** The District 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.

8. **Initial Suspension from Amenities.** The District 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 Policies and Rules violated, the time, date, and location of the next regular Board meeting where the person's suspension will be presented to the Board, and a statement that the person has a right to appear before the Board and offer testimony and evidence why the suspension should be lifted. If the person is a minor, the letter shall be sent to the adults at the address within the community where the minor resides.

9. **Hearing by the Board; Administrative Reimbursement; Property Damage Reimbursement.**

- a. At the Board meeting referenced in the letter sent under Section 8 above, or as soon thereafter as a Board meeting is held if the meeting referenced in the letter is canceled, a hearing shall be held at which both District staff and the person subject to the suspension shall be given the opportunity to appear, present testimony and evidence, cross examine witnesses present, and make arguments. The Board may also ask questions of District staff, the person subject to the suspension, and witnesses present. All persons are entitled to be represented by a licensed Florida attorney at such hearing.
- b. After the presentations by District staff and the person subject to the suspension, the Board shall consider the facts and circumstances and determine whether to lift or extend the suspension or impose a termination. In determining the length of any suspension, or a termination, the Board shall consider the nature of the conduct, the circumstances of the conduct, the number of Policies and Rules violated, the person's escalation or de-escalation of the situation, and any prior Violations and/or suspensions.
- c. The Board shall also determine whether an Administrative Reimbursement is warranted and, if so, set the amount of such Administrative Reimbursement.

- d. The Board shall also determine whether a Property Damage Reimbursement is warranted and, if so, set the amount of such Property Damage Reimbursement. If the cost to clean, repair and/or replace the property is not yet available, the Property Damage Reimbursement shall be fixed at the next regularly scheduled Board meeting after the cost to clean, repair, and/or replace the property is known.
- e. After the conclusion of the hearing, the District Manager shall mail a letter to the person suspended identifying the Board's determination at such hearing.

10. Suspension by the Board. The Board on its own initiative acting at a noticed public meeting may elect to consider a suspension of a person's access for committing any of the Violations outlined in Section 4. In such circumstance, a letter shall be sent to the person suspended which contains all the information required by Section 8, and the hearing shall be conducted in accordance with Section 9.

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

12. Appeal of Board Suspension. After the hearing held by the Board required by Section 9, a person subject to a suspension or termination may appeal the suspension or termination, or the assessment or amount of an Administrative Reimbursement or Property Damage Reimbursement, to the Board by filing a written request for an appeal ("Appeal Request"). The filing of an Appeal Request shall not result in the stay of the suspension or termination. The Appeal Request shall be filed within thirty (30) calendar days after mailing of the notice of the Board's determination as required by Section 9(e), above. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt by the District. Failure to file an Appeal Request shall constitute a waiver of all rights to protest the District's suspension or termination, and shall constitute a failure to exhaust administrative remedies. The District shall consider the appeal at a Board meeting and shall provide reasonable notice to the person of the Board meeting where the appeal will be considered. At the appeal stage, no new evidence shall be offered or considered. Instead, the appeal is an opportunity for the person subject to the suspension or termination to argue, based on the evidence elicited at the hearing, why the suspension or termination should be reduced or vacated. The Board may take any action deemed by it in its sole discretion to be appropriate under the circumstances, including affirming, overturning, or otherwise modifying the suspension or termination. The Board's decision on appeal shall be final.

13. Legal Action; Criminal Prosecution; Trespass. If any person is found to have committed a Violation, such person may additionally be subject to arrest for trespassing or other applicable legal action, civil or criminal in nature. If a person subject to a suspension or termination is found at an Amenity Facility, such Person will be subject to arrest for trespassing. If a trespass warrant is issued to a person by a law enforcement agency, the District has no obligation to seek

a withdrawal or termination of the trespass warrant even though the issuance of the trespass warrant may effectively prevent a person from using the Amenity Facilities after expiration of a suspension imposed by the District.

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

**INTERLOCAL AGREEMENT BETWEEN THE SCHOOL BOARD OF CLAY
COUNTY, FLORIDA, AND ROLLING HILLS COMMUNITY DEVELOPMENT
DISTRICT REGARDING USE OF ROLLING HILLS CDD'S AMENITY COMPLEX
FACILITIES**

THIS AGREEMENT ("Agreement") is effective this 11th day of August, 2026, by and between:

ROLLING HILLS COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, with offices at 475 West Town Place, Suite 114, St. Augustine, Florida 32092 ("Rolling Hills CDD"), and

THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA ("Licensee") **FOR THE USE AND BENEFIT OF THE MIDDLEBURG HIGH SCHOOL SWIM TEAM**, 900 Walnut Street, Green Cove Springs, Florida 32043 (the Licensee together with the Rolling Hills CDD, the "Parties").

RECITALS

WHEREAS, it is the purpose and intent of this Agreement to permit and authorize the Licensee and the Rolling Hills CDD to make the most efficient use of their respective resources, authority and capabilities by enabling them to cooperate and achieve the results provided in this Agreement pursuant to Section 163.01, *Florida Statutes*, known as the Florida Interlocal Cooperation Act of 1969 ("Cooperation Act"); and

WHEREAS, it is the purpose of the Cooperation Act to provide a means by which the Licensee and the Rolling Hills CDD may exercise their respective privileges and authority which they may have separately, but which pursuant to this Agreement and Cooperation Act they may exercise collectively; and

WHEREAS, the Rolling Hills CDD is a special-purpose unit of local government established pursuant to and governed by Chapter 190, *Florida Statutes*; and

WHEREAS, the Rolling Hills CDD owns, operates and maintains certain recreational facilities, including a competition pool ("Aquatic Facilities"); and

WHEREAS, the Licensee, on behalf of the Middleburg High School Swim Team ("Swim Team"), approached the Rolling Hills CDD and expressed desires to make use of the Aquatic Facilities for practices and the hosting of swim meets; and

WHEREAS, the Rolling Hills CDD is willing to allow the Swim Team to make use of the Aquatic Facilities for practices and swim meets provided that such use does not impede the operation of the Aquatic Facilities; and

WHEREAS, the Rolling Hills CDD has determined that providing the Licensee with the ability to use the competition pool is a proper public purpose, and makes appropriate use of the Aquatic Facilities; and

WHEREAS, the Rolling Hills CDD and the Licensee warrant and agree that they have all right, power and authority to enter into and be bound by this Agreement.

NOW, THEREFORE, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

SECTION 1. RECITALS. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.

SECTION 2. TERM. This Agreement shall be effective August 11, 2026, and shall terminate on November 8, 2026, unless terminated early in accordance with Section 8 below. However, the covenants and obligations of School Board contained in this Agreement shall survive termination for acts and omissions which occurred during the effective term of this Agreement.

SECTION 3. USAGE BY SWIM TEAM.

A. **Usage; Generally.** The Rolling Hills CDD hereby grants to the School Board of Clay County, Florida, a license for the Middleburg High School Swim Team's use of the Aquatic Facilities for practices and meets in accordance with the schedules attached hereto as **Exhibit A**, as coordinated between the Rolling Hills CDD's representative and the Swim Team representative, and with the guidelines provided in **Exhibit B**, both of which are incorporated herein by this reference ("License"). The Licensee acknowledges that the Middleburg High School Swim Team, its student athletes, coaches, volunteers, chaperones, or any other individuals participating in or attending swim team activities at the Aquatic Facilities are using the facilities solely through the rights granted to the Licensee in accordance with this Agreement. The Swim Team shall hold no more than six (6) "Home" meets as indicated in the schedule provided in Exhibit A. The License to use the Aquatic Facilities is limited to the hours provided in such schedules. In consideration of said use of the Aquatic Facilities, the Licensee agrees to the following conditions:

- i. Access to the Aquatic Facilities is limited to the competition pool, the pool decks, parking lot serving the Aquatic Facilities and designated restrooms in case of emergencies. No other use of, or access to, the Rolling Hills CDD's recreational facilities is permitted.
- ii. The Licensee understands and acknowledges that there are limited parking spaces available at the Rolling Hills CDD's facilities, which is primarily available for Rolling Hills CDD residents wishing to utilize the Rolling Hills CDD's recreational facilities. During the meets, the Swim Team will leave at least one (1) row of parking spaces closest to the Aquatic Facilities open and available to residents who want to use the Rolling Hills CDD facilities. The Swim Team shall be responsible for redirecting the traffic to enforce the same. No parking shall impede the flow of traffic on the streets. The Swim Team staff shall inform its team

members and the visiting teams and spectators coming to the meets of the limited parking available at the Rolling Hills CDD facilities and shall encourage them to carpool to the Rolling Hills CDD facilities. The Swim Team shall, to the maximum extent possible, carpool to the Rolling Hills CDD facilities for practices and meets, and whenever feasible, shall utilize a school bus or similar mode of mass transportation to arrive at the Rolling Hills CDD facilities.

iii. The Rolling Hills CDD hereby designates the Rolling Hills CDD Manager or his or her designee as the Rolling Hills CDD's representative.

iv. The Swim Team's use of Aquatic Facilities shall be in conjunction with the use of the Aquatic Facilities by other members of the public and by other swim teams, if any, and the Swim Team use shall not interfere with the operation of the Aquatic Facilities as a public improvement.

v. All use of the Aquatic Facilities shall be subject to the policies and regulations of the Rolling Hills CDD including but not limited to the Rolling Hills Facilities and Amenity Policies, the Guidelines for the Swim Team Usage and Guidelines for Swim Team Meets, which are incorporated herein and attached as **Exhibit B**, as well as applicable Florida Statutes.

vi. The Rolling Hills CDD shall have the right to take such actions as are necessary to preserve the health, safety and welfare of its residents, landowners, lands and facilities.

vii. Persons identified as coaches by the Swim Team, and any such coach's minor children who participate on the Swim Team, may make use of the Aquatic Facilities during Swim Team practices and meets, regardless of the coach's status as a paid user of the facilities, subject to the terms and conditions of this Agreement.

viii. The Swim Team shall (i) provide one (1) time payment of nine hundred dollars and zero cents (\$900.00) to the Rolling Hills CDD. If requested by the Rolling Hills CDD the Swim Team shall (i) provide a minimum of five volunteers for one resident event as arranged by the Rolling Hills CDD; and (ii) provide at least ten (10) volunteer hours each week during the term of this Agreement (which may include resident events referenced above).

ix. All individuals associated with the Swim Team must submit a waiver in substantially the form attached hereto as **Exhibit C** before accessing the Rolling Hills CDD's Aquatic Facilities. Allowing use without an executed waiver is grounds for termination of this Agreement. This waiver is in addition to any other waivers required by the Licensee, Swim Team, or the Rolling Hills CDD.

B. Usage During an Endemic or Pandemic. In the event of a known endemic or pandemic affecting the locality whereupon the Rolling Hills CDD is located, the Parties agree that additional procedures may apply to the Swim Team's usage of the Aquatic Facilities, which shall apply by an amendment to this Agreement to be executed by the Parties and Swim Team agrees to enter into same, as necessary.

SECTION 4. CARE OF THE PROPERTY. The Licensee agrees to use all due care to protect the property of the Rolling Hills CDD, its residents and landowners from damage, and to require any meet participants invited to the Aquatic Facilities to do the same. Licensee agrees that it shall assume responsibility for any and all damage to the Rolling Hills CDD's facilities or lands as a result of Licensee's use under this Agreement other than damage which may be attributable to ordinary wear and tear as determined by the Rolling Hills CDD. In the event that any damage to the Rolling Hills CDD's facilities or lands occurs, the Rolling Hills CDD shall notify Licensee of such damage and shall allow the Licensee's agents or employees the opportunity to examine the damage prior to repair. The Licensee agrees that the Rolling Hills CDD may make whatever arrangements necessary, in its sole discretion, to promptly make any such repairs as is necessary to preserve the health, safety and welfare of the Rolling Hills CDD's lands, facilities, residents and landowners. The Licensee agrees to reimburse the Rolling Hills CDD for any such repairs within thirty (30) days of receipt of an invoice from the Rolling Hills CDD reflecting the cost of the repairs made under this Section.

SECTION 5. ENFORCEMENT. A default by either Party under this Agreement shall entitle the other Party to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and specific performance. Notwithstanding this, the Licensee's right to recover damages from the Rolling Hills CDD on any and all claims of any type shall be limited in all instances to no more than five-hundred dollars and zero cents (\$500.00).

SECTION 6. INDEMNIFICATION AND INSURANCE. The Licensee agrees to indemnify and hold harmless the Rolling Hills CDD and its officers, agents and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries, death or property damage of any nature, arising out of, or in connection with, wholly or in part by, the use of the Rolling Hills CDD's facilities and lands by the Swim Team and its guests, including litigation or any appellate proceedings, both in and outside court proceedings, with respect thereto, and specifically including but not limited to claims arising out of or connected to alleged or actual exposure to the COVID-19 virus.

Notwithstanding any terms of this Agreement to the contrary, the Parties agree that nothing herein shall be construed as a waiver of either the Licensee's or the Rolling Hills CDD's sovereign immunity or limits of liability beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other statute. The Licensee, subject to the Licensee's self-insured retention, agrees and covenants to provide liability insurance with limits of One Million Dollars (\$1,000,000.00) applicable to bodily injury, sickness or death in any one occurrence and One Million Dollars (\$1,000,000.00) for loss or damage to property in any one occurrence and shall provide evidence of such insurance in the form of an insurance certificate prior to commencing use of the Rolling Hills CDD's facilities under this Agreement. Additionally, the Licensee agrees that its policy may not be canceled during the term of this Agreement without at least thirty (30) days' written notice to the Rolling Hills CDD.

Notwithstanding any language in this section to the contrary, nothing in this indemnification agreement shall be construed or interpreted to increase the scope or dollar limit of the Swim Team's or the Licensee's liability beyond that which is set forth in Section 768.28, *Florida Statutes*, or to otherwise waive the Licensee's sovereign immunity, or to require the Swim

Team/Licensee to indemnify Rolling Hills CDD or any other person, corporation, or legal entity of any kind or nature whatsoever for injury or loss resulting from any acts other than the negligent acts of the Swim Team or the Licensee or its agents or employees. The Swim Team and the Licensee shall not indemnify any party for attorney's fees or costs other than those court costs which are set forth by Florida Statute or other Florida law as recoverable costs of court.

SECTION 7. RECOVERY OF COSTS AND FEES. In the event either Party is required to enforce this Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover from the other party all costs incurred, excluding reasonable attorneys' fees.

SECTION 8. TERMINATION. The Parties shall have the right to terminate this Agreement at any time without cause upon written notice. However, the covenants and obligations of the Licensee contained in this Agreement shall survive termination for acts and omissions which occurred during the effective term of the Agreement.

SECTION 9. ENTIRE AGREEMENT. This instrument, together with the attached Exhibits, shall constitute the final and complete expression of the agreement between the Parties relating to the subject matter of this Agreement.

SECTION 10. AMENDMENT. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing that is executed by the Parties hereto.

SECTION 11. ASSIGNMENT. Neither the Rolling Hills CDD nor the Licensee may assign their rights, duties, or obligations under this Agreement or any monies to become due hereunder without the prior written approval of the other. Any attempted assignment without such written approval shall be void.

SECTION 12. APPLICABLE LAW. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. The Parties consent to and agree that the exclusive venue for any litigation arising out of or related to this Agreement shall be in a court of appropriate jurisdiction, in and for Clay County, Florida.

SECTION 13. NOTICES. All notices, requests, consents and other communications hereunder ("Notices") shall be in writing and shall be delivered, mailed by overnight delivery service or First Class Mail, postage prepaid, to the Parties, as follows:

1. If to Swim Team: Middleburg High School
c/o Swim Team
3750 County Road 220,
Middleburg, Florida 32068
Attn: John Stilianou, Athletic Director

With a copy to: Jeremiah Blocker
Attorney to Clay County School Board
900 Walnut Street

Green Cove Springs, Florida 32043

2. If to Rolling Hills CDD Rolling Hills Community
Development District
475 West Town Place, Suite 114
St. Augustine, FL 32092
Attn: Marilee Giles, Rolling Hills CDD Manager

With a copy to: Kutak Rock LLP
107 W. College Avenue
Tallahassee, Florida 32301
Attn: Katie S. Buchanan, Rolling Hills CDD Counsel

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the Rolling Hills CDD and counsel for the School Board may deliver Notice on behalf of the Rolling Hills CDD and the School Board. Any party or other person to whom Notices are to be sent or copied shall notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days' written notice to the parties and addressees set forth herein.

SECTION 14. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

SECTION 15. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the Rolling Hills CDD and the Licensee, both the Rolling Hills CDD and the Licensee have complied with all the requirements of law, and both the Rolling Hills CDD and the Licensee have full power and authority to comply with the terms and provisions of this instrument.

SECTION 16. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

SECTION 17. EXECUTION IN COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this Agreement to physically form one document.

SECTION 18. ACCESS TO RECORDS. The access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials, associated with this Agreement shall be

subject to the applicable provisions of the Florida Public Records Law (Chapter 119, *Florida Statutes*), and other applicable State or Federal law. Access to such public records may not be blocked, thwarted, and/or hindered by placing the public records in the possession of a third party, or an unaffiliated party.

SECTION 19. FILING. After approval of this Agreement by the respective governing bodies of the School District and the Rolling Hills CDD and its execution by the duly qualified and authorized officers of each of the Parties, the Rolling Hills CDD shall cause this Agreement to be filed with the Clerk of the Circuit Court of Clay County, Florida, in accordance with the requirements of Section 163.01(11), *Florida Statutes*.

[Signatures on next page]

IN WITNESS WHEREOF, the Parties hereto have signed and sealed this Agreement on the day and year first written above.

**THE SCHOOL BOARD OF CLAY
COUNTY, FLORIDA**

By _____
Chairperson

Dated: _____

Witness:

By _____
Secretary/Assistant Secretary

Dated: _____

Attest:

By _____
David S. Broskie, Superintendent of
Clay County Schools

Dated: _____

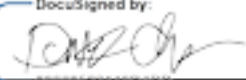
Reviewed for legal sufficiency by:

Attorney/ Assistant Attorney for The School
Board of Clay County, Florida

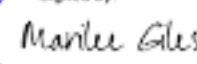
Dated: _____

[Signatures continued on following page]

**ROLLING HILLS COMMUNITY
DEVELOPMENT DISTRICT**

DocuSigned by:

By _____
Chairperson, Board of Supervisors
Dated: 2026-08-12 _____

Witness:

Signed by:
By  _____
Print Name Marilee Giles
Dated: 2026-08-12 _____

- Exhibit A** Swim Team Practice and Meet Schedule
- Exhibit B** Guidelines for Swim Team Usage
- Exhibit C** Form of Waiver
- Exhibit D** Rolling Hills CDD Policies Regarding District Amenity Facilities

Exhibit A Swim Team Practice and Meet Schedules



The Middleburg High School Swim Team will begin conditioning swim practice for a total of 2 weeks during the summer of 2026 before school resumes in August. These practice dates and times are as follows:

July 21-23 and 28-30 from 9:45am to 11:00am - Tuesday, Wednesday & Thursday.

The Middleburg High Varsity Swim Team will begin the regular practice and season schedule as follows:

August 13th through November 8th, 2:00pm to 3:30pm – Monday through Friday

We will be swimming at Rolling Hills and sharing the pool with Clay High. Our practice is first and then CHS so we need to be on time and out of the water at 3:30.

Middleburg High meets are as follows:

Thursday, September 3 rd	MHS at Baker & Columbia (Baker County)	4:30pm – 7:00pm
Thursday, September 10 th	MHS vs. Clay & Ridgeview	4:30pm – 7:00pm
Thursday, September 17 th	MHS vs. TBD	4:30pm – 7:00pm
Thursday, September 24 th	MHS at Bishop Snyder (Eagle Landing)	4:00pm – 7:00pm
Saturday, October 3 rd	MHS at OPHS & Ridgeview (Argyle)	2:00pm – 5:00pm
Thursday, October 15 th	MHS at St Johns Country Day	4:30pm – 7:00pm
Oct 20-24 Districts		
Oct 28-31 Regionals		
Nov 7-8 State		

The MHS Swim Team is pleased to call Rolling Hills our home for this 2026 Swim Season. Please contact either of the coaches by a phone call or text message if you have any questions.

Thank you,

Andrea Wilhite, Middleburg High Head Girls Swim Coach, Cell phone number (904) 589-0360

Chadwick Rix, Middleburg High Head Boys Swim Coach, Cell phone number (502) 595-7266

Exhibit B

Guidelines for Swim Team Usage

1. All Swim Team usage of Aquatic Facilities must be pre-scheduled with Rolling Hills CDD staff prior to the beginning of practices.
2. Usage of the Rolling Hills CDD facilities is limited to the Aquatic Facilities named in the Agreement and this exhibit ONLY. The Swim Team shall not have access to any other Rolling Hills CDD's recreational facilities, including but not limited to the clubhouse.
3. Spectators that are not Rolling Hills CDD residents may be present and are allowed to attend Swim Team competitions and meets subject to the conditions of this Agreement. However, the Rolling Hills CDD, in its sole discretion, reserves the right to limit the number of such spectators (1) should the Aquatic Facilities exceed then-effective occupancy capacity or (2) should it be necessary to protect the health, safety or welfare of the Rolling Hills CDD, its landowners, residents or its guests or the Rolling Hills CDD property.
4. Spectators and/or guests that are not Rolling Hills CDD residents shall not be present during swim practices.
5. The Swim Team is responsible for ensuring that Swim Team members, visiting teams, guests and spectators, as applicable, abide by all Rolling Hills CDD rules and policies, which may be amended from time to time in the Rolling Hills CDD's sole discretion.
6. No Swim Team practices may be held on weekends or on days or times that the family pool is closed UNLESS the practices are held prior to facility opening to the public, or otherwise as permitted by the Rolling Hills CDD. On those days, practice will end by 11:00 am and the Swim Team shall be responsible straightening any chairs, disposing of trash in trash receptacles and general clean-up after each practice, returning the Aquatic Facilities to the same condition as before the practice started. Other restrictions may apply during a public health emergency, such as the an endemic or a pandemic, or as otherwise required by the Rolling Hills CDD.
7. Except with the prior approval of the Rolling Hills CDD, no Swim Team competitions may be held on weekends or on days that the family pool is closed, unless otherwise as permitted by the Rolling Hills CDD. Swim Team shall be responsible for straightening any chairs, disposing of trash in trash receptacles and general clean-up after each meet, returning the Aquatic Facilities to the same condition as before the meet started. Other restrictions may apply during a public health emergency, such as an endemic or a pandemic, or as otherwise required by the Rolling Hills CDD.
8. Volunteers, concession operators, booster organizations, etc. providing, preparing, serving, or selling food and beverages at swim meets at the Rolling Hills CDD's facilities in connection with the licensed use, must comply with all applicable laws, rules, regulations, codes and health department requirements, including food safety and sanitation standards. The Rolling Hills CDD shall have no responsibility for the preparation, handling, storage, quality, or service in connection with the service of food or beverages.
9. Swim Team practices may use all but one lane, which will remain reserved for Rolling Hills CDD residents.
10. Swim Team roster must be provided to the Rolling Hills CDD 15 days prior to practices beginning or as soon as practicable. Roster must include all coaching staff.
11. The Rolling Hills CDD reserves the right to retain a security guard or guards for the swim meets at Swim Team's expense if the Rolling Hills CDD, in its sole and unrestricted discretion, deems it desirable.
12. Swim Team shall be responsible for automobile parking on swim meet days. Swim meets are expected to surpass the Rolling Hills CDD's parking lot capacity, and the Swim Team shall have volunteers available to manage such overflow parking. Swim Team Members, visiting teams or spectators are prohibited from parking on private property.

13. The Agreement with the Rolling Hills CDD and the School Board must be signed and provided to the Rolling Hills CDD fifteen (15) days prior to practices beginning or as soon as practicable.
14. Proof of insurance must be provided to the Rolling Hills CDD prior to practices beginning or as soon as practicable.

Exhibit C
Waiver of Liability and Hold Harmless Agreement

ACKNOWLEDGEMENT AND RELEASE

I _____, on behalf of my minor child _____ ("Participant") acknowledge that I have freely chosen to have my child participate in certain recreational activities (the "Activities") sponsored by the Middleburg High School Swim Team ("Swim Team") at the Rolling Hills Community Development District ("Rolling Hills CDD") amenity facilities ("Facilities"). I understand that neither the Swim Team nor the Swim Team instructor(s) ("Instructor") are affiliated in any way with the Rolling Hills CDD and that the Rolling Hills CDD does not endorse any such third parties, and that the Rolling Hills CDD makes no representations concerning the qualifications or ability of any such third parties to conduct, teach, or lead the Activities.

On behalf of Participant, I acknowledge that Participant willfully and voluntarily assumes and accepts sole responsibility for all risks related to participation in the Activities, including, but not limited to, the risks mentioned above, damage to, loss or theft of real or personal property, or other loss or harm of any kind or nature. I acknowledge on behalf of Participant that he or she is voluntarily participating in the Activities with knowledge of the dangers involved, and Participant agrees to assume and accept sole responsibility for Participant's safety and for any and all harm that may occur.

I acknowledge on behalf of Participant that the Rolling Hills CDD recommends that the Participant consult a physician prior to engaging in the Activities and that Participant has either had a physical examination and been given a physician's approval to participate in the Activities or otherwise has elected to participate in the Activities; therefore, Participant assumes all risk and responsibility for participation in the Activities.

I further acknowledge and agree that participating in the Activities may increase the Participant's exposure to the COVID-19 virus, or other contagions. I acknowledge that the participant voluntarily assumes all risks associated with such exposure and resulting illness.

I agree that by participating in the Activities, I will fully comply with all of Rolling Hills CDD's rules, policies and orders, which may be amended from time to time, or face ejection from the Facilities.

By signing this Acknowledgment and Release, I also hereby release the Rolling Hills CDD and its Supervisors, officers, staff, employees, agents, assigns and volunteers ("Released Parties") from and against any and all claims, demands, actions, complaints, suits or other forms of liability that any of them may sustain arising out of or related to, wholly or in part by, my or my child(ren)'s (a) participation in the Activities, (b) failure to comply with the measures imposed by the Clay County School Board, the Swim Team or the Rolling Hills CDD, (c) failure to comply with local, state, and federal laws and policies, procedures, effective guidance regarding COVID-19, and the Rolling Hills CDD amenity rules and policies; or (d) any damage, injury, or illness caused by me or my child(ren) (together, the "Released Claims").

I also agree to indemnify and hold harmless the Released Parties from the Released Claims, including any and all related costs, attorneys' fees, liabilities, settlements, and/or judgments. I confirm that I have carefully read this Acknowledgement and Release, fully understand the above conditions, and agree to its terms knowingly and voluntarily. I also confirm that I am the parent or legal guardian of the child(ren) named below and that I am 18 years of age or older.

IN WITNESS WHEREOF, I have signed this Acknowledgement and Release on this _____ day of _____, 2026.

SIGNATURE: _____

NAME: _____

NAMES OF MINOR CHILD(REN): _____

Exhibit D
Rolling Hills CDD Policies Regarding District Amenity Facilities

ROLLING HILLS
COMMUNITY DEVELOPMENT DISTRICT



Policies Regarding District
Amenity Facilities

Revised November 20, 2023

Purpose and Introduction

This document outlines uniform policies for use of the facilities located on the property owned by the Rolling Hills Community Development District ("District") including the Residents' Club, Fitness Center, Aquatics Facilities, Tennis Courts, Amphitheatre, and Encompassing Parks.

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 these policies is current as of the date of the publication.

Definitions

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

Amenity Pass: is an access card issued to Residents and Annual Pass Holders 8 years of age and older.

Annual Pass: is available for purchase to a non-resident for use of the Facilities and Amenities. The Annual Pass entitles the non-resident and members of the non-resident's household to use the Facilities and Amenities of the District, except in cases that mandate a rental fee as specified in the District's rules and policies. Annual Pass Holders are also entitled to participate in functions and activities that Management conducts on a space-available basis. An Annual Pass shall be applicable for a twelve (12) month period from date of purchase. The annual pass for non-residents is Two Thousand, Five Hundred Dollars (\$2,500.00).

Annual Pass Holder: is a non-resident of the District who pays an annual fee to obtain user privileges of the Facilities and Amenities.

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

District Lakes: District stormwater management facilities including the sloped areas of the banks surrounding the lakes and/or stormwater management facilities.

Facilities and Amenities: includes all of the areas known as the Rolling Hills Amenity Center and Encompassing Parks. The Rolling Hills Amenity Center consists of the Residents' Club, Fitness Center, Aquatics Facilities, Amphitheater, and Tennis Courts.

Guest: is someone who is not a Resident or Annual Pass Holder who must be accompanied by a Resident or Annual Pass Holder in order to use the Facilities and Amenities.

Holidays: are New Year's Day, Martin Luther King, Jr. Day, Presidents' Day, Mother's Day, Memorial Day, Father's Day, Independence Day, Labor Day, Columbus Day, Thanksgiving Day,

Christmas Day, and the Friday after Thanksgiving. If a holiday falls on a weekend, holiday guest fees will apply.

Management: is the designated management staff of the current management company operating the Facilities and 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 and Amenities. A Nanny must be at least 13 years of age. The Resident is responsible for registering the Nanny.

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

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 that resides with the Resident on a permanent basis. Residents have rights to user privileges of the Facilities and Amenities except in cases that mandate a rental fee as specified in these policies. Proof of residency is required, and may be in the form of driver's license or photo identification.

Spectator: is a person entering a District Aquatic or Tennis Courts to observe an activity or event such as a swim meet, a tennis match, or a practice.

Staff: is an employee of the current management company operating the Facilities and Amenities on behalf of the District.

Access Privileges

Residents with an Amenity Pass and Annual Pass Holders are authorized to use the Facilities and Amenities of the District in accordance with the District's rules and policies. They are also entitled to participate in functions and activities that Management conducts on a space-available basis. Each Attendee must register prior to entering the Facilities. At the time of registration, each person shall identify themselves, and present proof of access privileges.

To assist Staff in efficiently enforcing these Usage Policies, Attendees may at times be asked to wear wristbands or other indicators that they have presented proof of access privileges. If Attendees are asked to do this, the wristbands or other indicators must be worn at all times while the Attendee is present at the Facilities and Amenities.

Property owners within the District may relinquish their rights, in writing, to their Amenity Pass to the renter of their property if it is the primary residence of the renter. An Amenity Pass issued to a renter shall expire 12 months from issuance, and can be renewed upon verification of

residency within the District.

Unless otherwise provided for herein, neither an Amenity Pass nor an Annual Pass may be sold, loaned, or transferred in any fashion to gain access to user privileges to Facilities and Amenities. Provided however, 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.

Children 5 years of age or younger may utilize the Facilities and 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 District's adopted rates, unless otherwise provided for herein.

Upon registration, a Nanny is allowed unlimited visits to the Facilities and Amenities without paying a Guest Daily Fee when accompanying a Resident or Annual Pass Holder's child under the age of 13. A Nanny is not allowed to utilize the Facilities and Amenities without the Resident or Annual Pass Holder's child.

Upon registration, an Adult Caregiver is allowed unlimited visits to the Facilities and 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 and 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 and 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 register prior to entering the facility. Admission of a Spectator to a facility does not grant user privileges to the Spectator to any swimming pool or tennis court.

Guest Policy

A Resident or Annual Pass Holder may accompany up to four (4) Guests to the Aquatics Facility and up to two (2) Guests to the Fitness Center, provided that the maximum number of Guests per household shall not exceed four (4).

Conditions of Use of the Amenities and Facilities

Alcohol and Tobacco Usage: State law stipulates that no one under the age of 21 may consume, buy, or otherwise possess any alcoholic beverages on property owned by the District. This rule is strictly enforced on the premises of any District property. Smoking is not allowed inside the Amenity Center or on the pool deck.

Food/Beverages: No glass containers of any type are permitted in any of the Facilities and Amenities. All persons using the pool or park areas must keep the area clean by properly disposing trash or debris.

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).

Parking: No parking is allowed on District-owned premises except where designated.

Pets: Dogs or other pets (with the exception of "Service Animal(s)" trained to do work or perform tasks for an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability) are not permitted within any District-owned public accommodations including, but not limited to, amenity buildings (offices, social halls and fitness center), pools, tennis courts, basketball courts, playgrounds, parking lots, open spaces or related improvements. Dogs or other pets are allowed at the Dog Park. Attendees must clean up after the animals.

A Service Animal must be kept under the control of its handler by leash or harness, unless doing so interferes with the Service Animal's work or tasks or the individual's disability prevents doing so. The District may remove the Service Animal under the following conditions:

- If the Service Animal is out of control and the handler does not take effective measures to control it;
- If the Service Animal is not housebroken; or,
- If the Service Animal's behavior poses a direct threat to the health and safety of others.

The District is prohibited from asking about the nature or extent of an individual's disability in order to determine whether an animal is a Service Animal or pet. However, the District may ask whether an animal is a Service Animal required because of a disability and what work or tasks the animal has been trained to perform.

Thunderstorm Policy: The lifeguards or Staff are in control of the Aquatics Facility, Water Slide, and pool area (collectively, the "Pool Area") during thunderstorms, heavy rain, and other inclement weather. The lifeguards or Staff will determine whether swimming is permitted or not during the times the Aquatic Facility is attended. During periods of heavy rain, thunderstorms, and other inclement weather, the Pool Area will be closed. If heavy rain, thunder and/or lightning occur, everyone will be required to exit the pool and the Pool Area at the first sound of thunder and/or first sighting of lightning for a period of at least thirty (30) minutes. At any point during the 30-minute waiting period, if thunder is heard or lightning is seen, the waiting period will be extended thirty (30) minutes from the last sound of thunder or sight of lightning.

Aquatics Facility and Water Slide

Use of the Aquatics Facility is always at the individual's own risk, even when a lifeguard is present.

The bathing load is set by Clay County at 248 persons. Attendees must present their Amenity Pass or Annual Pass to register when they enter. Attendees must observe the following policies:

- During periods of heavy rain, thunderstorms, and other inclement weather, swimming is prohibited. Staff reserves the right to close the Pool Area during such times in accordance with the Thunderstorm Policy set forth above.
- Everyone must shower before entering the pool.
- Talking to an on-duty lifeguard is not permitted, except in emergencies.
- Persons with documented or visible skin disorders or other maladies that are potentially harmful to others will be denied the use of Aquatic Facility.
- Pool chairs may not be placed in the pool.
- All swimmers must wear proper swimming attire. No cut-offs, shorts with buckles or rivets, or thongs are allowed in the Aquatics Facility.
- Playing is not allowed in the lap lanes. Jumping off starting blocks, hanging on lane lines, and unauthorized diving is prohibited.
- Scuba equipment is not allowed in the pool unless approved by Management in advance.
- 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, rough play, dunking, and dangerous games.
- Diving, large floats, rafts, wave riding boards or water guns are not permitted.
- Floatation devices are permitted at the discretion of Management depending on pool capacity and safety.
- No food or drink permitted in pool or on pool deck within six (6) feet of the pool. Animals and glass containers are prohibited within the fenced pool area.
- Children 14 years of age and up may swim without the supervision of a companion. Residents or Guests under the age of 14 years of age must be accompanied by a Resident that is 18 years of age or older.

- Parents or companions must be within arm's length of a non-swimmer when in the water.
- 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 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.
- 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.

The following hours apply to the Aquatics Facility during swim season as determined by Management:

Monday - Sunday: 10:00 a.m. - 8:00 p.m.

Management may adjust the hours of operation as needed for special events, parties, operational and maintenance requirements, and severe weather conditions. These events may require the pool to open as early as 7:00 a.m. or as late as 11:00 a.m., and close as early as 3:00 p.m. on certain days.

In addition to the Aquatics Facility policies identified above, the following policies apply to the usage of the District's water slide:

- State law requires riders obey all warnings and directions from the Lifeguards and Management. Riders must behave in a manner that will not cause or contribute to the injury of others or themselves, and report all injuries prior to leaving the Aquatics Facility.
- The water slide may only be used when staffed by lifeguards.
- All riders must be at least 42" tall to ride the water slide.
- Riders must be in good physical health. Pregnant women or individuals with heart or back conditions should not use this slide.
- Maximum operational load is 1 person, 300 pounds.
- The line should form on the pool deck with one rider on each landing.
- No combs or foreign objects are allowed in pockets and no jewelry can be worn while riding the slide. Exposed zippers, buckles, rivets, or metal ornamentation is prohibited.

- No tubes, mats, or life jackets are permitted on the slide.
- Water level is 3'6" or greater and riders must be able to swim.
- Riders must enter the slide in a sitting position and ride feet first while lying on their back with arms crossed over their chest or hands clasped behind their head crossed and their legs crossed at the ankles. Absolutely no riding on your stomach or headfirst is permitted.
- No running, standing, kneeling, tumbling, rotating, or stopping on the slide is permitted. Arms and hands must remain inside the slide at all times.
- No diving from the slide.
- Only one rider at a time. No trains or chains of riders permitted.
- Children 4 years of age and older 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.
- All riders must leave the slide pool promptly after entering.

Fitness Center

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

- A Resident or Pass Holder may bring up to two (2) Guests, and must accompany their Guest(s) at all times.
- Attendees should wear proper fitness attire, including shirts and closed toed shoes.
- 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.
- Children under the age of 14 are not permitted to use the Fitness Center.

Parks

All Attendees shall observe the policies listed below or face disciplinary action. 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 except where designated.

District Lakes

- The District Lakes primarily function as detention ponds to facilitate the District's system for treatment and attenuation of stormwater run-off and overflow. As a result, contaminants may be present in the water.
- Residents may fish from any District Lakes. The District has a "catch and release" policy for all fish caught in these waters.
- Fishing is not permitted behind directly behind a Resident's home without prior authorization from the Homeowner.
- Wading and swimming in District Lakes is prohibited.
- Watercraft of any kind in District Lakes, including but not limited to, boats, rafts or tubes, is prohibited.
- Property owners, residents and patrons shall not engage in any conduct or omission that violates any ordinance, resolution, law, permit requirement, or regulation of any governmental entity relating to the District Lakes.
- No docks or other structures, whether permanent or temporary, shall be constructed and placed in District Lakes, unless such structures are properly permitted and approved by the District and other applicable governmental agencies.
- No foreign materials may be disposed of in the District Lakes, including but not limited to: tree branches, paint, cement, oils, soap suds, building materials, chemicals, fertilizers, or any other material that is not naturally occurring or which may be detrimental to the lake environment.
- Easements through residential backyards along the District Lakes are for drainage and maintenance purposes only. Resident access via these easements is prohibited unless specifically granted by the owner of the property on which the easement is located.
- Any hazardous condition concerning the District Lakes must immediately be reported to the District Manager and the proper authorities.

- Property owners and residents are responsible for their tenants', guests', and invitees' adherence to these policies.
- The District is not responsible for injury or damage to persons or property, including accidental death, resulting from the use of District Lakes.

Tennis Courts

Attendees must observe the following policies and etiquette at all times. The Disciplinary Policies enclosed in this document apply to all Rolling Hills tennis courts.

- A Resident or Pass Holder must accompany their Guest at the time of registration, 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 are 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. 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 Management.
- Participation on a team, in a league, or in a clinic is open to Residents, Annual Pass Holders and fee-paying guests only.
- The Tennis Courts observe the following hours of operation: Regular Play 8:00 a.m. - 10:00 p.m.
- Court lights are turned on at dusk and will remain on until 10:00 p.m. If no one is using the courts, lights will be turned off.
- Non-playing children, under the age of 11 shall be directly supervised by a person at least 13 years of age.
- Players under the age of 13 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 Courts.

Private Functions, Rentals, Competitions, and Instructions

When possible, all private functions, rentals, competitions, and instructions shall be held before or after operating hours so as not to interfere with the daily operation or to restrict access to the Facilities and Amenities by Residents, Annual Pass Holders, and their Guests. Local school groups, philanthropic or charity organizations may utilize the Facilities and Amenities for league play, lessons, tournaments, meets, matches, practices, etc. subject to an agreement with the District governing such use.

Residents and Annual Pass Holders may hold private functions in accordance with the District's rules and policies, provided that they are in good standing with the District, they are present for the duration of the event, and they ensure that guests that are not Residents or Annual Pass Holders do not remain on the premises beyond the conclusion of the event.

Attendance at private functions is limited to twenty-five (25) Guests without prior authorization from the District. A non-refundable room rental fee of \$75.00 will be charged for private functions.

Renters must submit a deposit in the amount of \$75.00 and rental contract 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 deposit is forfeited. Failure to comply with the rules regarding guests that are not Residents or Annual Pass Holders may result in a forfeiture of the deposit, loss of Facilities and Amenities privileges, or other disciplinary actions as described in the section on Disciplinary Actions, Suspension and Termination of Privileges.

Suspension and Termination of Access Rule

1. **Introduction.** This rule addresses disciplinary and enforcement matters relating to the use of the Amenity Facilities.

2. **General Rule.** All persons using the Amenity Facilities and entering District properties are responsible for compliance with the Policies and Rules established for the safe operations of the Amenity Facilities.

3. **Access Cards / Key Fobs.** Access Cards 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 Policies and Rules established for the safe operations of the Amenity Facilities.

4. **Suspension and Termination of Rights.** The District shall have the right to restrict, suspend, or terminate the Amenity access of any person and members of their household to use all or a portion of the Amenities for any of the following acts (each, 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 an 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 Policies and Rules (e.g., this Amenity Policies, Rules and Rates document);
- g. Treating the District's staff, contractors, representatives, residents, landowners, or Patrons 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, or Patrons;
- 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, or Patrons 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 Facilities 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, and Patrons. The Board, in its sole discretion and upon motion of any Board member, may vote to rescind a termination of Amenity access.

5. Administrative Reimbursement. The Board may in its discretion require payment of an administrative reimbursement of up to Five Hundred Dollars (\$500) in order to offset the legal and/or administrative expenses incurred by the District as a result of a Violation ("Administrative Reimbursement"). Such Administrative Reimbursement shall be in addition to

any suspension or termination of Amenity access, any applicable legal action warranted by the circumstances, and/or any Property Damage Reimbursement (defined below).

6. **Property Damage Reimbursement.** If damage to District property occurred in connection with a Violation, the person or persons who caused the damage, or the person whose guest caused the damage, or the person who has charge of a minor that caused the damage, shall reimburse the District for the costs of cleaning, repairing, and/or replacing the property ("Property Damage Reimbursement"). Such Property Damage Reimbursement shall be in addition to any suspension or termination of Amenity access, any applicable legal action warranted by the circumstances, and/or any Administrative Reimbursement.

7. **Removal from Amenities.** The District 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.

8. **Initial Suspension from Amenities.** The District 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 Policies and Rules violated, the time, date, and location of the next regular Board meeting where the person's suspension will be presented to the Board, and a statement that the person has a right to appear before the Board and offer testimony and evidence why the suspension should be lifted. If the person is a minor, the letter shall be sent to the adults at the address within the community where the minor resides.

9. **Hearing by the Board; Administrative Reimbursement; Property Damage Reimbursement.**

- a. At the Board meeting referenced in the letter sent under Section 8 above, or as soon thereafter as a Board meeting is held if the meeting referenced in the letter is canceled, a hearing shall be held at which both District staff and the person subject to the suspension shall be given the opportunity to appear, present testimony and evidence, cross examine witnesses present, and make arguments. The Board may also ask questions of District staff, the person subject to the suspension, and witnesses present. All persons are entitled to be represented by a licensed Florida attorney at such hearing.
- b. After the presentations by District staff and the person subject to the suspension, the Board shall consider the facts and circumstances and determine whether to lift or extend the suspension or impose a termination. In determining the length of any suspension, or a termination, the Board shall consider the nature of the conduct, the circumstances of the conduct, the number of Policies and Rules violated, the person's escalation or de-escalation of the situation, and any prior Violations and/or suspensions.
- c. The Board shall also determine whether an Administrative Reimbursement is warranted and, if so, set the amount of such Administrative Reimbursement.

- d. The Board shall also determine whether a Property Damage Reimbursement is warranted and, if so, set the amount of such Property Damage Reimbursement. If the cost to clean, repair and/or replace the property is not yet available, the Property Damage Reimbursement shall be fixed at the next regularly scheduled Board meeting after the cost to clean, repair, and/or replace the property is known.
- e. After the conclusion of the hearing, the District Manager shall mail a letter to the person suspended identifying the Board's determination at such hearing.

10. **Suspension by the Board.** The Board on its own initiative acting at a noticed public meeting may elect to consider a suspension of a person's access for committing any of the Violations outlined in Section 4. In such circumstance, a letter shall be sent to the person suspended which contains all the information required by Section 8, and the hearing shall be conducted in accordance with Section 9.

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

12. **Appeal of Board Suspension.** After the hearing held by the Board required by Section 9, a person subject to a suspension or termination may appeal the suspension or termination, or the assessment or amount of an Administrative Reimbursement or Property Damage Reimbursement, to the Board by filing a written request for an appeal ("Appeal Request"). The filing of an Appeal Request shall not result in the stay of the suspension or termination. The Appeal Request shall be filed within thirty (30) calendar days after mailing of the notice of the Board's determination as required by Section 9(e), above. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt by the District. Failure to file an Appeal Request shall constitute a waiver of all rights to protest the District's suspension or termination, and shall constitute a failure to exhaust administrative remedies. The District shall consider the appeal at a Board meeting and shall provide reasonable notice to the person of the Board meeting where the appeal will be considered. At the appeal stage, no new evidence shall be offered or considered. Instead, the appeal is an opportunity for the person subject to the suspension or termination to argue, based on the evidence elicited at the hearing, why the suspension or termination should be reduced or vacated. The Board may take any action deemed by it in its sole discretion to be appropriate under the circumstances, including affirming, overturning, or otherwise modifying the suspension or termination. The Board's decision on appeal shall be final.

13. **Legal Action; Criminal Prosecution; Trespass.** If any person is found to have committed a Violation, such person may additionally be subject to arrest for trespassing or other applicable legal action, civil or criminal in nature. If a person subject to a suspension or termination is found at an Amenity Facility, such Person will be subject to arrest for trespassing. If a trespass warrant is issued to a person by a law enforcement agency, the District has no obligation to seek

a withdrawal or termination of the trespass warrant even though the issuance of the trespass warrant may effectively prevent a person from using the Amenity Facilities after expiration of a suspension imposed by the District.

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

ACKNOWLEDGMENT AND DISCLAIMER

Any Attendee who, in any manner, makes use of or accepts the use of the Amenities and Facilities or service whatsoever owned, leased or operated by the District or its contractors, or who engages in any activity operated, organized, arranged or sponsored by the District, shall do so at his or her own risk, and shall hold the District, the Board of Supervisors, District employees, District representatives, District contractors, and District agents harmless for any and all loss, cost, claim, injury damage or liability sustained or incurred by him or her, resulting there from and/or from any act or omission of the District, or its Board of Supervisors, employees, representatives, contractors, or agents. Should any party bound by these Amenity and Facilities Policies bring suit against the District or its affiliates, operator, officers, employees, representatives, contractors or agents in connection with any event operated, organized, arranged or sponsored by the District or any other claim or matter in connection with any event operated, organized, arranged or sponsored by the District, and fail to obtain judgment therein against the District or its officers, employee, representative, contractor or agent, said party shall be liable to the District for all costs and expenses incurred by it in the defense of such suit (including court costs and attorney's fees through all appellate proceedings).

I hereby acknowledge the receipt of the Rolling Hills Community Development District Facilities and Amenities Policies, as may be subsequently amended, and agree to abide by the terms and conditions contained therein and such future terms and conditions as may be approved by the Rolling Hills Community Development District Board of Supervisors.

Print Name: _____

Address: _____

Signature: _____

Date: _____

ACKNOWLEDGMENT AND DISCLAIMER

Any Attendee who, in any manner, makes use of or accepts the use of the Amenities and Facilities or service whatsoever owned, leased or operated by the District or its contractors, or who engages in any activity operated, organized, arranged or sponsored by the District, shall do so at his or her own risk, and shall hold the District, the Board of Supervisors, District employees, District representatives, District contractors, and District agents harmless for any and all loss, cost, claim, injury damage or liability sustained or incurred by him or her, resulting there from and/or from any act or omission of the District, or its Board of Supervisors, employees, representatives, contractors, or agents. Should any party bound by these Amenity and Facilities Policies bring suit against the District or its affiliates, operator, officers, employees, representatives, contractors or agents in connection with any event operated, organized, arranged or sponsored by the District or any other claim or matter in connection with any event operated, organized, arranged or sponsored by the District, and fail to obtain judgment therein against the District or its officers, employee, representative, contractor or agent, said party shall be liable to the District for all costs and expenses incurred by it in the defense of such suit (including court costs and attorney's fees through all appellate proceedings).

I hereby acknowledge the receipt of the Rolling Hills Community Development District Facilities and Amenities Policies, as may be subsequently amended, and agree to abide by the terms and conditions contained therein and such future terms and conditions as may be approved by the Rolling Hills Community Development District Board of Supervisors.

Print Name: _____

Address: _____

Signature: _____

Date: _____