

**RIVERS EDGE  
COMMUNITY DEVELOPMENT DISTRICT**

**Policies Regarding District  
Amenity Facilities (River House)**

*Last Updated: February 19, 2020*

## USER FEE STRUCTURE

- (1) The annual user fee for persons not owning property within the Rivers Edge Community Development District (“District”) District or the Rivers Edge II Community Development District is \$4000.00.
- (2) Two Facility Access Cards will be issued to each family owning property within the District and non-resident fee paying family. There is a \$25.00 charge to replace lost or stolen cards.
- (3) Each Patron Family is issued 12 Guest passes annually for no charge. Privileges included with a guest pass include the use of the Amenities in accordance with these policies. There is no charge for children 3-years-old and under brought as Guests, and they do not count against guest passes. Once the passes are used, one additional 12 Guest pass may be purchased, pursuant to these policies for \$50. Except as otherwise provided for herein, each Patron Family may bring a maximum of four Guests to the Amenities at any one visit, provided however that Guests must be accompanied by a Patron who is at least eighteen years of age when using the Amenities and provided however that the Patron will be responsible for any harm caused by the Patron’s Guests while using the Amenities. For clarification purposes, the preceding sentence shall be construed to place a four Guest limitation per visit on the total number of Guests that a Patron may bring on behalf of that Patron’s particular Family – e.g., a Patron Family consisting of four people cannot bring up to four Guests each for a total of sixteen Guests, but instead can only bring a total of four Guests per visit on behalf of the entire household. Guests shall be subject to all Rules as the Board may adopt from time to time. To better manage use of the facilities, the District Operations Manager in his or her discretion may require Patrons and Guests to “sign-in” prior to accessing the Amenities and/or to wear District-issued bracelets or other identification at the Amenities in order to better identify authorized users of the Amenities.

***Single Patron Guest Pass Policy.*** If there is a Single Patron, defined as a single person that owns real property within the District and does not have a second individual residing with said single person, then one of the two Facility Access Cards provided to each family as provided for in the District’s Policies Regarding District Amenity Facilities (“Policies”) may be issued to such Single Patron for use as a yearly single person “Guest Pass.”

1. A Guest Pass Affidavit must be signed by the Patron upon issuance of the Guest Pass, certifying said Patron meets the definition of Single Patron.
2. The Guest Pass may only be used by an individual age 18 years or older.
3. The Guest Pass user must be accompanied by the Single Patron at all times.
4. Each Guest Pass user is explicitly subject to the Policies.
5. The Guest Pass will not count towards the guest pass allowance provided for in the Policies.

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

- (4) All Guests must be accompanied by a Patron (as defined below) at all times.

#### DEFINITIONS

**"Amenity Center" or "Amenity Facility"** is defined as the amenity building (offices, River House, restrooms, lawn and fitness center), Pool Area (as defined below), tennis facility, playgrounds, athletic fields (as defined below), parking lots, open space and other appurtenances or related improvements, all located within the Rivers Edge Community Development District.

**"Amenity Center Staff"** shall mean the persons responsible for daily operation of the amenity center, including the Amenity Manager, lifeguards, facility attendants, maintenance personnel or any District employee.

**"Amenity Manager"** shall mean the individual responsible for oversight of the Amenity Center and Amenity Center Staff.

**"Fitness Center"** is defined as the weight room and group fitness room.

**"Board"** shall be defined as the Rivers Edge Community Development District Board of Supervisors.

**"District"** shall be defined as the Rivers Edge Community Development District.

**"District Operations Manager"** shall mean a representative of the District's management company who serves as a point of contact between the District and Amenity Center Staff.

**"District Property"** shall mean all property owned by the District including, but not limited to, the Amenity Center, common areas, ponds, parking lots and District-owned roadways.

**"Patron"** shall be defined as persons or entities who own real property within the District or within the Rivers Edge II Community Development District and those persons or entities who do not own land within the District or Rivers Edge II Community Development District but who have paid the annual user fee.

**"Playground" or "Playgrounds"** shall include the playgrounds at the amenity building and on all common district grounds. The Policies apply to all facilities.

“**Policies**” shall mean these Policies Regarding the District Amenity Facilities.

Except where otherwise specified, the terms “**Pool**” and “**Swimming Pool**” shall mean the lap pool and the Recreation Pool. “**Pool Area**” shall mean all of the above, plus any gazebos, adjacent decks, shade structures and other property or improvements within the fenced area surrounding the pools.

#### **GENERAL PROVISIONS**

- (1) Patrons must present their access cards upon entering the Amenity Center.
- (2) Unless provided elsewhere, children thirteen (13) years of age and younger must be accompanied by an adult eighteen (18) years of age or older.
- (3) The Amenity Center’s hours of operation will be established and published by the District, which hours of operation may fluctuate based on the season, time of year and other circumstances. The Swimming Pool will be closed on **Mondays** for common maintenance.
- (4) Dogs or other pets (with the exception of service animals) are not permitted in the Amenity Center. Where dogs are permitted on the grounds, they must be leashed.
- (5) Fireworks of any kind are not permitted anywhere in the Amenity Center or adjacent areas.
- (6) No Patron, visitor or guest is allowed in the service areas of the facility.
- (7) The Board of Supervisors reserves the right to amend or modify these policies when necessary and will make its best attempts at notifying the Patrons of any changes. However, it is incumbent upon Patrons to seek clarification for Policies applicable to the Amenity Facility.
- (8) The Board of Supervisors and Amenity Center Staff has full authority to enforce these Policies.
- (9) Facility Access Cards will be issued to Patrons at the time their membership commences. All Patrons must have on their person Facility Access Card for entrance to the Amenity Center. All lost or stolen swipe cards should be reported immediately to the Amenity Manager. There will be a \$25.00 replacement card fee.
- (10) Smoking is not permitted anywhere in the Amenity Center.
- (11) Disregard for any Amenity Center rules or policies will result in expulsion from the facility and/or loss of Amenity Center privileges in accordance with the termination policy.
- (12) Glass and other breakable items are not permitted at the Amenity Center.
- (13) Patrons and their guests shall treat Amenity Center Staff with courtesy and respect.
- (14) Skateboarding is not permitted at the Amenity Center, including all parking lots, and

sidewalks encompassing the Amenity Center.

- (15) Bicycles, skateboards, roller blades, scooters and golf carts are not permitted in or around the Amenity Center. All bicycles must be placed at a bike rack.
- (16) No open flames are permitted in any indoor space with the exception of Sterno-type heaters used to warm food during private events.
- (17) No items may be brought to the Amenity Center that, in the discretion of Amenity Center Staff, could cause injury, death or damage to property.

### **PARKING POLICY**

- (1) Vehicles must be parked in designated areas and may not be left in the parking lot overnight without approval from the Amenity Manager.
- (2) Vehicles should not be parked on grass lawns, or in any way which blocks the normal flow of traffic on District Property.
- (3) To allow for emergency vehicles and other traffic to travel safely through the District, on-street parking on District-owned roads is prohibited. Violations will be subject to the District's adopted rule regarding Suspension and Termination of Privileges set forth herein.

### **GENERAL SWIMMING POOL POLICIES**

- (1) All Patrons and guests must sign in upon entry of the Pool Area. At any given time, an adult Patron may accompany up to five (5) guests per household at the Pool Area.
- (2) Children thirteen (13) years of age and younger must be accompanied by an adult at least eighteen (18) years of age in the Pool Area.
- (3) Radios, televisions and the like may be listened to if played at a volume that is not offensive to other Patrons and guests. Determination of an "offensive volume" is in the sole discretion of Amenity Center Staff. Electrical equipment is not allowed around the pool facility.
- (4) Showers are required before entering the Pool Area.
- (5) Glass and other breakable items are not permitted in the Pool Area.
- (6) Children under three (3) years of age, and those who are not reliably toilet trained, must wear appropriate swim-diapers, as well as a swimsuit over the swim-diaper, to reduce the health risks associated with human waste in the Swimming Pool.
- (7) Swimming Pool availability may be changed without notice in order to facilitate maintenance of the Amenity Center or scheduled events.

- (8) Pets (other than "Seeing Eye Dogs"), bicycles, skateboards, roller blades, scooters and golf carts are not permitted on the Pool Area or inside the pool gates at any time.
- (9) Hanging on the lane lines, interfering with the lap-swimming lane, and unauthorized diving is prohibited.

- (10) The District reserves the right to authorize all programs and activities, including the number of guest participants, equipment and supplies usage, etc., conducted at the pool, including swim lessons, aquatic/recreational programs and pool parties.
- (11) Any person swimming when the Swimming Pool is closed may, in the sole discretion of the Board, be suspended from using the Amenity Facility. Swimming pool hours will be posted. The Swimming Pools will be closed on Mondays (except for Memorial Day, Labor Day and, when applicable, July 4<sup>th</sup>)
- (12) Proper swim attire must be worn in the Pool Area. Cut-offs and thong bathing suits are not allowed.
- (13) Food and drink are not allowed within six (6) feet of the Swimming Pool.
- (14) No chewing gum is permitted in the Pool Area.
- (15) Alcoholic beverages are not permitted in the pool area.
- (16) No diving, jumping, pushing, running or other horseplay is allowed in the Pool Area.
- (17) For the comfort of others, the changing of diapers or clothes is not allowed in the Pool Area.
- (18) No one shall pollute the Swimming Pool. Anyone who does pollute the Swimming Pool is liable for any costs incurred in treating and reopening the Swimming Pool.
- (19) Radio controlled water craft are not allowed in the Swimming Pool.
- (20) Swimming Pool entrances must be kept clear at all times.
- (21) Smoking is not permitted around the pool area.
- (22) No swinging on ladders, fences, or railings is allowed.
- (23) Pool furniture is not to be removed from the Pool Area, thrown into the Pool or otherwise disturbed.
- (24) Loud, profane, or abusive language is prohibited.
- (25) Use of the slide is solely at your own risk.
- (26) Children less than forty (40) inches tall are not permitted to ride the slide.
- (27) Only one person may ride the slide at a time. No shorts with snaps or rivets will be allowed on the slide.

- (28) Keep arms and hands inside the slide at times.
- (29) No flotation devices are allowed on the slide.
- (30) For safety reasons, pregnant women and persons with health conditions or back problems should not ride the waterslide.
- (31) The slide may only be used during pool hours when it is attended at the top and bottom of the slide.
- (32) Coolers of up to a 12-quart capacity are permitted at the Pool Area, provided however that glass is prohibited and no food and drinks are permitted within six feet of the pool deck area, as identified in Department of Health regulations, which may change from time to time.
- (33) On a case-by case basis, lifeguards, the Amenity Center Manager or attendants will determine if and when balls designed for water-play will be permitted in the pools. Tennis balls, beach balls larger than 8", basketballs, Nerf Balls, soccer balls, or any other type of hard non-water sports balls are not permitted. Play equipment, such as snorkels and dive sticks, must meet with the lifeguard's approval prior to use. Masks and goggles must have shatter-proof polycarbonate lenses. Only the following inflatable or floating devices are permitted: 1) infant water floats with seats; 2) arm floats; and 3) pool noodles. For numbers one and two, parents/guardians must remain within arm's length of children under their care. No other inflatable rafts, tubes, or floats are permitted. The facility reserves the right to discontinue usage of such play equipment during times of peak or scheduled activity at the pool, or if the equipment provides a safety concern.
- (34) Following Florida Department of Health Rule #64E-9.008 for public pools without permitted outdoor lighting, the pools and pool areas will close one half-hour before sunset and may open one half-hour after sunrise. Pool closing times will be posted at the amenity center office. Pool availability may be rotated in order to facilitate maintenance; this usually requires the pool being closed for one (1) full day. This day will be every Monday except for Holidays when the pool will be open, in which case the pool will then be closed on Tuesday. Depending upon usage the pool may require being closed various periods of time to facilitate maintenance and keep it up to health code.

#### **THUNDERSTORM POLICY**

The lifeguards or Amenity Facility Staff are in control of the operation of the Pool Area during thunderstorms and heavy rain. The lifeguards or Amenity Facility Staff will control whether swimming is permitted or not during the times the Swimming Pool is attended. During periods of heavy rain, thunderstorms and other inclement weather, the Pool Area will be closed. When lightning is in the area, the District shall follow the "Thirty-Minute



Rule": The Pool and Pool Deck will be cleared and closed at any visual sighting of lightning or audible sound of thunder and shall not reopen until thirty (30) minutes have elapsed from the last sighting of lightning or sound of thunder.

### **POOL CONTAMINATION POLICY**

- (1) If contamination occurs, the pool will immediately be closed.
- (2) Children under three years of age, and those who are not reliably toilet trained, must wear rubber lined swim diapers and a swimsuit over the swim diaper
- (3) In accordance with the CDC and Florida Department of Health, if a child has experienced three or more loose bowel movements within a twenty-four (24)-hour period they should not return to the pool for the subsequent twenty-four hours.
- (4) No one shall pollute the pool; the Patron responsible for anyone who does pollute the pool can be held liable for any costs incurred in treating and reopening the pool.

### **FITNESS CENTER POLICIES**

All Patrons and guests using the Fitness Center are expected to conduct themselves in a responsible, courteous and safe manner in compliance with all policies and rules of the District governing the Amenity Facilities. Disregard or violation of the District's policies and rules and misuse or destruction of Fitness Center equipment may result in the suspension or termination of Fitness Center privileges.

Please note that the Fitness Center is an unattended facility and persons using the facility do so at their own risk. Persons interested in using the Fitness Center are encouraged to consult with a physician prior to commencing a fitness program.

- (1) *Hours:* Use of the Fitness Center is permitted only during the posted hours. Any Patron using the Fitness Center outside of the posted hours will be responsible for reimbursing the District for any fees or charges incurred in responding to the Fitness Center security alarm.
- (2) *Emergencies:* For all emergencies, call 911 immediately. All emergencies and injuries must also be reported to Amenity Center Staff as well as the District Operations Manager
- (3) *Eligible Users:* Patrons and guests sixteen (16) years of age and older are permitted to use the Fitness Center during designated operating hours. Children who are twelve (12) to fifteen (15) years of age may use the Fitness Center only when accompanied by an adult. No children under twelve (12) years of age are permitted in the Fitness Center. Guests may use the Fitness Center if accompanied by an adult Patron aged eighteen (18) or older.

- (4) *Proper Attire:* Appropriate clothing and footwear (covering the entire foot) must be worn at all times in the Fitness Center. Appropriate clothing includes t-shirts, tank tops, shorts (no jeans), leotards, and/or sweat suits (no swimsuits).
- (5) *Food and Beverage:* Food (including chewing gum) is not permitted within the Fitness Center. Beverages, however, are permitted in the Fitness Center if contained in non-breakable containers with screw top or sealed lids.
- (6) *General Policies:*
- Each individual is responsible for wiping off fitness equipment after use.
  - Use of personal trainers is not permitted in the Fitness Center.
  - Hand chalk is not permitted to be used in the Fitness Center.
  - Radios, tape players and CD players are not permitted unless they are personal units equipped with headphones.
  - No bags, gear, or jackets are permitted on the floor of the Fitness Center or on the fitness equipment.
  - Weights or other fitness equipment may not be removed from the Fitness Center.
  - Please limit use of cardiovascular equipment to thirty (30) minutes and step aside between multiple sets on weight equipment if other persons are waiting.
  - Please return weights to their proper location after use.
  - Free weights are not to be dropped and should be placed only on the floor or on equipment made specifically for storage of the weights.
  - Any fitness program operated established and run by the District may have priority over other users of the Fitness Center.

## **TENNIS FACILITY POLICIES**

Our community offers two clay tennis courts and one championship tennis court for informal use, lessons and camps.

### Features and Benefits:

- Three Clay Courts
- Benches available
- Court Lights

### 1) *Programs.*

- a. There will be, from time to time, a designated teaching court that will not be available. When it is not being used for instruction, it will be available on a first-come, first-serve basis.
- b. A schedule of activities will be posted in the community calendar.
- c. When other players are waiting tennis court use should be limited to 1 hour.

### 2) *Supervision of Children.* Minors under the age of 13 must be accompanied by an adult (18 years and older). Patrons are not permitted to “drop off” under age children without specific supervision from an adult.

### 3) *Attire.* All players shall be dressed in appropriate attire, which includes: shirts, tennis

shoes, shorts or warm up suits. These items must be worn at all times. Hard and/or black soled shoes are restricted from the tennis courts.

- 4) **Use; Rules.** Tennis courts are for tennis only. The rules established by the United States Tennis Association (U.S.T.A.) will be strictly followed and adhered to by all players at all times.
- 5) **Pets.** Pets, with the exception of service animals, are not permitted on the tennis courts at any time.
- 6) **Food and Drinks.** Food and gum are not permitted on the courts. Drinks must be in a non-breakable spill-proof container.
- 7) **Glass Containers.** No glass containers or breakable objects of any kind are permitted on the tennis courts.
- 8) **Operating Hours.** The tennis courts are open from dawn to 10 p.m. No one is permitted on the tennis courts at any other time unless a specific event is scheduled.
- 9) **Court Lights.** Please allow up to five (5) minutes for lights to fully illuminate. After play, please turn off the lights prior to leaving the court area.
- 10) **Skateboards, Etc.** No bicycles, scooters, roller skates, roller blades, skateboards or similar uses are permitted on the tennis courts.
- 11) **Furniture.** No furniture, other than benches already provided,
- 12) **Equipment.** Patrons are responsible for bringing their own equipment (rackets, balls, etc.). Fees, as adopted by the Board of Supervisors and contained in the fee chart, will be assessed for ball machine and courts.
- 13) **Tennis Instruction.** Except as expressly authorized by the District, tennis instruction for fees, or solicitation of tennis instruction for fees, is prohibited.
- 14) **Emergencies.** For all emergencies, call 911 immediately. All emergencies and injuries must also be reported to Amenity Center Staff as well as the District Operations Manager.

### **BASKETBALL COURT POLICIES**

- 1) **First Come Basis.** The basketball courts are available for use by Patrons and Guests only on a first-come, first-serve basis and cannot be reserved unless it is for an approved, monitored community program, event, or league play.
- 2) **Athletic Shoes.** Only shoes that have non-scuffing soles are permitted on the basketball courts.
- 3) **Vehicles.** No bicycles, scooters, skate boards, or other equipment or vehicles with wheels are permitted.
- 4) **Food and Drinks.** Food and gum are not permitted on the courts. Drinks must be in a non-breakable, spill-proof container.

### **PLAYGROUND POLICIES**

Please note that the Playgrounds are unattended facilities and persons using the facilities do so at their own risk.

- The Playgrounds shall be available for use from dawn to dusk.

- For all emergencies, call 911 immediately. All emergencies and injuries must also be reported to Amenity Center Staff as well as the District Operations Manager.
- For the protection of equipment designed for the use by small children, patrons eleven (11) years of age or older are not permitted to play on the equipment.
- No roughhousing on the playground.
- Persons using the playground must clean up all food, beverages and miscellaneous trash brought to the Playgrounds.
- The use of profanity or disruptive behavior is prohibited.

### **BARBECUE GRILL POLICIES**

- (1) Use of the Barbecue Grill on the patio is limited to a first come first serve basis. If the patio is being rented patrons are not able to use it. Rentals receive priority.
- (2) Except during District-sponsored events, the Barbecue Grill may only be used when the Amenity Facility is attended by Amenity Facility Staff.
- (3) All Patrons using the Barbecue Grill must check in their Guests and their family members.
- (4) No persons under the age of eighteen (18) may operate the Barbecue Grill at any time.
- (5) Glass and other breakable items are not permitted around the Barbecue Grill.
- (6) Alcoholic beverages are not permitted around the Barbecue Grill.
- (7) Patrons must thoroughly clean the Barbecue Grill after each use. Patrons must remove all charcoal, food remnants and cooking implements.
- (8) Patrons must provide their own cooking implements.
- (9) Patrons must notify Amenity Facility Staff when they have finished using the Barbecue Grill. Staff will ensure that the Barbecue Grill has been properly cleaned

### **LAWN POLICIES**

For purposes of these policies, the “Lawn” shall mean that area generally located between the River House and the guard house. Please note that the Lawn is an unattended area and persons using the Lawn do so at their own risk.

- (1) The Lawn shall be available for use from dawn to dusk.
- (2) For all emergencies, call 911 immediately. All emergencies and injuries must also be reported to Amenity Center Staff as well as the District Operations Manager.
- (3) No roughhousing, profanity, or disruptive behavior.

- (4) Persons using the playground must clean up all food, beverages and miscellaneous trash brought to the Lawn.

#### FACILITY RENTAL POLICIES

Patrons may reserve portions of the Amenity Center for a “Private Event,” defined as any event not open to the general public. (Events which are open to the general public are not subject to these Facility Rental Rates.) Reservations may not be made more than three (3) months prior to the event. Please note that the Amenity Center is unavailable for Private Events on the following holidays:

Easter Sunday	Memorial Day
4 <sup>th</sup> of July	Labor Day
Thanksgiving	Christmas Eve
Christmas Day	New Year’s Eve
New Year’s Day	

- (1) *Available Facilities:* The following areas of the Amenity Center are available for Private Event rental for up to six (6) total hours (including set-up and post-event clean up):

- River House (inside only) - \$75
- Palm Court and Cabana (adjacent to the River House) - \$50
- Lawn - \$50
- Soccer Field - \$50 (half field) or \$100 (whole field)
- Pool Cabana (available only when Amenity Center Staff is on duty) - \$50
- Group Fitness Room- \$50

The Pool Area and the Barbeque Grill are not available for Private Event rental and shall remain open to all Patrons and their guests during normal operating hours.

Patrons and Guests attending a Private Event in the River House may not use the Pool Area during the event. After the event is concluded, the guest limitations as set forth in the General Swimming Pool Policies shall apply.

The Patron renting any portion of the Amenity Center shall be responsible for any and all damage and expenses arising from the event.

- (2) *Reservations:* Patrons interested in reserving a room must submit to the Amenity Manager a completed Facility Use Application. At the time of approval and where applicable, two (2) checks or money orders (no cash) made out to the *Rivers Edge CDD* should be submitted to the Amenity Manager in order to reserve the room. One (1) check should be in the amount of the room rental fee and the other check should be in the amount of Five Hundred Dollars (\$500) as a deposit.

The Amenity Manager will review the Facility Use Application on a case-by-case basis and has the authority to reasonably deny a request. Denial of a request may be appealed to the District's Board of Supervisors for consideration. The full deposit will be returned upon acceptable completion of all the terms identified and agreed upon in the rental agreement.

(3) *Staffing:*

A private party room attendant is required to be present during the full length of all private events in the River House. The primary responsibility of the staff member is to protect the facility and ensure all District guidelines are followed. The Patron is to pay the additional fee at the time of reserving the area and is to include the time for setup and clean up. The staffing fee shall be payable to the Amenity Manager, and shall range from \$20 to \$40 per hour, per attendant. A private party room attendant may also be required for events that include alcohol.

(4) *Deposit:*

A deposit of \$500 is required for all rentals. Deposit checks will be returned only to the Patron who completed the Facility Use Application or to a party designated in writing on the Facility Use Application, and only upon satisfactory completion of the Clean-Up Checklist, which shall be available from the Amenity Manager. Photo identification shall be required for the return of deposit checks.

If additional cleaning is required, the Patron reserving the room will be liable for any expenses incurred by the District to hire an outside cleaning contractor. In light of the foregoing, Patrons may opt to pay for the actual cost of cleaning by a professional cleaning service hired by the Patron. The Amenity Facility Manager shall determine the amount of deposit to return, if any.

(5) *General Policies:*

- a) The Patron making the reservation must be present during the duration of the event.
- b) The Patron and all guests are required to adhere to all Amenity Center rules and policies. Failure to comply with such rules and policies may result in the forfeiture of Patron's deposit
- c) Rooms may be rented after normal operating hours; parties shall end no later than 11:00 p.m. unless a later time is approved in advance by the Amenity Manager. All parties are to be set up and clean up within the six-hour time period.
- d) No decorations may be affixed to the walls, doors or any fixtures.
- e) Patrons are responsible for ensuring that their guests adhere to these Policies.
- f) The volume of live or recorded music must not violate applicable St. Johns County noise ordinances.
- g) No glass, breakable items or alcohol are permitted in or around the pool deck area.

- h) Event Liability coverage may be required on a case-by-case basis in the sole discretion of the Board of Supervisors.
- i) The District reserves the right to establish alternate policies to apply to approved Resident Clubs.

## **ALCOHOL POLICY**

### *(1) At the Amenity Center Generally*

- a. Patrons and their guests may bring alcoholic beverages to the Amenity Center for personal consumption on a “bring your own beverage” (“BYOB”) basis, subject to the restrictions contained within these Rules (i.e. no alcohol on the pool deck).
- b. Alcoholic beverages brought to the Amenity Center on a BYOB basis may not be offered for sale to third parties.
- c. Alcoholic beverages must be consumed in accordance with Florida law and these Policies. These Policies include, but are not limited to, Policies prohibiting glass and other breakable items at the Amenity Center, prohibiting glass and other breakable items in the Pool Area, prohibiting food and drink within Department of Health regulation distance of the Swimming Pool, prohibiting glass and other breakable items around the Barbecue Grill, and prohibiting glass containers at the tennis courts.
- d. Notwithstanding anything to the contrary herein, the District reserves the right to require anyone appearing excessively intoxicated or displaying loud, unruly, or belligerent behavior to leave District property immediately and further reserves the right to call law enforcement to enforce the same.

### *(2) At Rented Facilities*

- a. Patrons intending to serve alcohol, sell alcohol or permit BYOB alcohol at a rented facility must so indicate on the Facility Use Application and provide proof of all required insurance, as may be required on the requisite forms. Any Patron who does not indicate at the time the application is submitted shall not be permitted to have alcohol at the event.
- b. If alcohol is to be served or sold, the Patron must hire a bartender/caterer that is licensed to serve/sell alcohol and must provide proof of this to the District prior to the event.
- c. Patrons intending to serve, sell, or allow BYOB alcohol at a rented facility shall comply with the following insurance requirements, except as waived or modified by the District in writing:

	<b>BYOB – Rental/Other (not served or sold)</b>	<b>Served/sold</b>
<b>Permitted</b>	Yes	Yes, but only if a licensed bartender/caterer is hired
<b>Insurance</b>	The District, in its discretion, will require at least one of the following: (a) waivers from ALL nonresidents/guests in attendance; (b) hiring of event staffing during BYOB event; and/or (c) Homeowner’s Insurance Rider/Endorsement providing special event coverage. Residents using the facility on a BYOB basis with other residents only will not be required to provide the above information.	Event liability insurance: <ul style="list-style-type: none"> <li>• \$250,000 property damage;</li> <li>• \$1,000,000 personal injury,</li> <li>• Alcohol rider</li> <li>• The District and its Supervisors, officers, directors, consultants and staff are to be named as additional insured parties.</li> </ul>

- d. The Patron renting any portion of the Amenity Center shall be solely responsible for ensuring that alcohol is consumed in a safe and lawful manner, in accordance with all applicable laws, regulations, and policies, and shall assume all liability for damages resulting from or arising in connection with the consumption or service of alcohol on the District’s property.
- e. Patrons serving or permitting BYOB alcohol at an event shall agree to indemnify and hold harmless the District and its Supervisors, officers, directors, consultants and staff 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, the service or consumption of alcohol, including for any of Patrons guests, invitees, attendees or otherwise. Patrons agree that such indemnification shall not constitute or be construed as a waiver of the District’s sovereign immunity granted pursuant to Section 768.28, Fla. Stat. or other law.
- f. **BEING IN THE POSSESSION OF ALCOHOL WITHOUT APPROVAL WILL RESULT IN THE IMMEDIATE REMOVAL OF THE PATRON(S) AND (WHEN APPLICABLE) TERMINATION OF THE EVENT AND FORFEITURE OF THE DEPOSIT.** Notwithstanding anything to the contrary herein, the District reserves the right to require anyone appearing excessively intoxicated or displaying loud, unruly, or belligerent behavior to leave District property immediately and further reserves the right to call law enforcement to enforce the same.



### **LOSS OR DESTRUCTION OF PROPERTY OR INSTANCES OF PERSONAL INJURY**

Each Patron and each guest as a condition of invitation to the premises of the Amenity Center assume sole responsibility for his or her property. The District and its contractors shall not be responsible for the loss of damage to any private property used or stored on the premises of the Amenity Center, whether in lockers or elsewhere. Use is at the Patrons own risk.

No person shall remove from the room in which it is placed or from the Amenity Center's premises any property or furniture belonging to the District or its contractors without proper authorization. Amenity Center Patrons shall be liable for any property damage and/or personal injury at the Amenity Center, or at any activity or function operated, organized, arranged or sponsored by the District or its contractors, caused by the member, any guests, invitees or any family members. The District reserves the right to pursue any and all legal and equitable measures necessary to remedy any losses due to property damage or personal injury.

Any Patron, guest, invitee or other person who, in any manner, makes use of or accepts the use of any apparatus, appliance, facility, privilege or service whatsoever owned, leased or operated by the District or its contractors, or who engages in any contest game, function, exercise, competition or other activity operated, organized, arranged or sponsored by the District or its contractors or Patrons, either on or off the Amenity Center's premises, shall do so at his or her own risk, and shall defend and hold the Amenity Center, 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 its respective Supervisors, employees, representatives, contractors, operators or agents. Any Patron shall have, owe, and perform the same obligation to the Amenity Center or District and their respective operators, Supervisors, employees, representative, contractors, and agents hereunder in respect to any loss, cost, claim, injury, damage or liability sustained or incurred by any guest, invitee or family member of such Patron.

Should any party bound by these District Policies bring suit against the District or its affiliates, Amenity Center operator, officers, employees, representatives, contractors or agents in connection with any event operated, organized, arranged or sponsored by the District or its contractors or its Patrons or any other claim or matter in connection with any event operated, organized, arranged or sponsored by the District, its contractors or its Patrons and fail to obtain judgment therein against the District or its Amenity Center operator, officers, employee, representative, contractor or agent, said party shall be liable to the District for all costs and expenses incurred by it in the defense of such suit (including court costs and attorney's fees through all appellate proceedings).

**SUSPENSION AND TERMINATION OF PRIVILEGES**  
*Adopted December 18, 2019*

**1. Introduction.** This rule addresses disciplinary and enforcement matters relating to the use of the amenities and other properties owned and managed by the District (“Amenities” or “Amenity”).

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

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

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

**4. Authority of District Manager and General Manager.** The District Manager, General Manager or their designee has the ability to remove any person from one or all Amenities if any of the above-referenced behaviors are exhibited or actions committed or if in his/her discretion it is the District’s best interests to do so. The District Manager, General Manager or their designee may at any time restrict or suspend for cause or causes, including but not limited to those described above, any person’s privileges to use any or all of the Amenities until the next regularly scheduled meeting of the Board of Supervisors.

**5. Process for Termination or Suspension of Amenity Privileges.**

- a. Offenses:
  - i. First Offense: Verbal warning by Amenity staff and suspension from the Amenities for up to one week from the commencement of the suspension. Violation is recorded by Amenity staff, signed by the

- individual offender(s), and held on file at the Amenity.
- ii. Second Offense: Automatic suspension of all Amenity privileges for up to thirty days from the commencement of the suspension, with the preparation by Amenity staff of a written report to be signed by the offender(s) and filed at the Amenity.
  - iii. Third Offense: Suspension of all Amenity privileges for up to one year. Such suspension shall run to the next regular meeting of the Board of Supervisors. At said meeting, the record of all previous offenses will be presented to the Board for recommendation of termination of the offender(s) privileges for one calendar year. The length of the suspension is in the discretion of the Board and may be for more or less than one year, depending on the nature of the violation.
- b. Each offense shall expire one year after such offense was committed, except in cases of egregious behavior that, in the discretion of the Board, may warrant a longer or even permanent suspension. After the expiration of one year, or longer as provided for herein, the number of offenses on record for such offender(s) shall be reduced by one. For example, if a first offense is committed on February 1 and a second offense on August 1, there will be two offenses on record until February 1 of the following year, at which time the first offense will expire, and the second offense will thereafter be considered a first offense until it expires on the following August 1. The provisions of this Paragraph shall not at any time serve to reduce any suspensions or terminations, which may have been imposed prior to the expiration of any offenses.

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

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

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

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