RIVERS EDGE
COMMUNITY DEVELOPMENT DISTRICT

Policies Regarding District
Amenity Facilities (River House)

Last Updated: November 18, 2026

USER FEE STRUCTURE

(1) ***Annual User Fee.*** The annual user fee for persons not owning property within the Rivers Edge Community Development District ("District"), the Rivers Edge II Community Development District, or the Rivers Edge III Community Development District is **$4000.00.**

(2) ***Access Cards.*** A maximum of three Facility Access Cards will be issued to each Patron Household. There is a **$25.00** charge to replace lost or stolen cards.

(3) ***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 three Facility Access Cards provided to each Household 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.

(4) ***Guests.*** All Guests must be accompanied by a Patron (as defined below) at all times. Guest usage shall be governed by the provisions set forth under "Access" below.

ACCESS

Only Patrons and Guests have the right to use the Amenities, provided however that community programming events may be available to the general public where permitted by the District, and subject to payment of any applicable fees and satisfaction of any other applicable requirements.

1. Residents. A Resident, by paying the annual assessment applicable to Residents, is provided the right to use the Amenities. Such payment must be made in accordance with the District's annual assessment collection resolution and typically will be included on the Resident's property tax bill. Payment of this assessment entitles the Resident to use the Amenities for one full fiscal year of the District, which year begins October 1 and ends September 30. Patrons of Rivers Edge II Community Development District and Rivers Edge III Community Development District shall have the same privileges as District Residents.

2. Non-Residents. A Non-Resident Patron must pay the Annual User Fee applicable to Non-Residents in order to have the right to use the Amenities for one full year, which

year begins from the date of receipt of payment by the District. This fee must be paid in full before the Non-Resident may use the Amenities. Each subsequent Annual User Fee shall be paid in full on the anniversary date of application.

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

   (1) A Renter who is designated as the beneficial user of the Resident's rights to use the Amenities shall be entitled to the same rights and privileges to use the Amenities as the Resident. A Renter will be required to provide proof of residency (minimum 12-month lease agreement, and complete a landlord-tenant agreement form) and pay any applicable fee before he or she receives an Access Card.

   (2) During the period when a Renter is designated as the beneficial user, the Resident shall not be entitled to use the Amenities.

   (3) Residents shall be responsible for all charges incurred by their Renters which remain unpaid after the customary billing and collection procedure established by the District. Resident owners are responsible for the deportment of their respective Renter.

   (4) Renters shall be subject to all Amenities Rules as the Board may adopt from time to time.

4. ***Guests.*** Each Patron Household is issued twelve (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 twelve (12) Guest pass may be purchased, pursuant to these policies for **$50.** Except as otherwise provided for herein, each Patron Household may bring a maximum of four (4) 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 (4) Guest limitation per visit on the total number of Guests that a Patron may bring on behalf of that Patron's particular Household – e.g., a Patron Household consisting of four (4) people cannot bring up to four (4) Guests each for a total of sixteen (16) Guests, but instead can only bring a total of four (4) 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.

5. ***Registration / Disclaimer.*** In order to use the Amenities, each Patron and all members of a Patron's Household 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.**

6. ***Access Cards.*** All Patron Households will be issued up to three (3) Access Cards. Access Cards will give Patrons entry to the District's Amenities during the regular operating hours of the Amenities.

   Each Patron Household will receive one Access Card upon registration with the District. Each Patron Household may obtain up to two (2) additional Access Cards for any member of a Patron's Household who is sixteen (16) years of age or older. Caregivers may obtain an Access Card in accordance with the Caregivers Policy herein.

   Patrons must present their access cards upon entering the River House. This Access Card system protects you and the Amenities from non-Patron entry. Unless otherwise stated herein, under no circumstance should a Patron provide their Access Card to a non-Patron to allow a non-Patron to use the Amenities.

   Access Cards are the property of the District and are non-transferable except in accordance with the District's Amenities Rules. All lost or stolen cards need to be reported immediately to the District. Fees apply to replace any lost or stolen cards.

CAREGIVERS POLICY

The District allows caregivers to accompany minors or infirm Patrons using the Amenities, provided that the following requirements are met:

1. The caregiver, who is considered a Guest for purposes of the Amenities Rules, does not count toward the limitations on the number of Guests set forth above.

2. The caregiver must be eighteen (18) years of age or older and must accompany a Patron or a member of the Patron's Household who is otherwise authorized to use the

Amenities.

3. The Patron employing the caregiver must make a written request to authorize the caregiver to accompany the Patron's Household member requiring care.

4. The Patron employing the caregiver is responsible for any violations, damage, etc. caused by the caregiver.

5. The caregiver will use an Access Card with limited access in order to access the Amenities and must execute a Consent and Waiver Agreement.

6. The caregiver's use of the Amenities will expire after one year, but may be renewed annually by request of the Patron.

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.

"Household" shall mean a group of individuals living under one roof or head of household. This can consist of individuals who have not yet attained the age of eighteen, together with their parents or legal guardians. This does not include visiting relatives, or extended family not residing in the home.

"**Patron**" shall be defined as persons or entities who own real property within the District, the Rivers Edge II Community Development District, or the Rivers Edge III Community Development District, and those persons or entities who do not own land within said districts 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 inside the River House 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 of any kind, including vapor and e-cigarettes 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.

(18) The purpose of the Amenity Center is to provide recreational opportunities for District Patrons and their guests. Outside vendors and commercial activities are not permitted, provided that the District's Amenity Manager may schedule special vendor events for the benefit of Patrons and guests.

(19) Any organized activities taking place at the Amenity Facilities must first be approved by the District. All programs and services, including personal training, group exercise, tennis lessons, and instructional programs must be conducted by an approved and certified employee of the General Manager or District.

SERVICE ANIMAL POLICY

As used herein, "Service Animal" shall have the same meaning as defined by Florida law, and shall apply to such animals trained to do work or perform tasks for an individual with a disability, including a physical, sensory, psychiatric, intellectual or other mental disability. 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 only 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 will not ask about the nature or extent of an individual's disability 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.

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 "Service Animals"), bicycles, skateboards, roller blades, scooters and golf carts are not permitted on the Pool Area or inside the pool gates at any time. In accordance with Florida law and regulations, Service Animals are not allowed in the pool water.

(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 4th).

(12) Proper swim attire must be worn in the Pool Area. Management reserves the right to deem what is appropriate and ask the Patron or Guest to leave the premises if not compliant.

(13) Food and drink are not allowed in the Swimming Pool whatsoever and also not within six (6)

feet of the Swimming Pool.

(14) No chewing gum is permitted in the Pool Area.

(15) No diving, jumping, pushing, running or other horseplay is allowed in the Pool Area.

(16) For the comfort of others, the changing of diapers or clothes is not allowed in the Pool Area.

(17) 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.

(18) Radio controlled water craft are not allowed in the Swimming Pool.

(19) Swimming Pool entrances must be kept clear at all times.

(20) Smoking is not permitted around the pool area.

(21) No swinging on ladders, fences, or railings is allowed.

(22) Pool furniture is not to be removed from the Pool Area, thrown into the Pool or otherwise disturbed.

(23) Loud, profane, or abusive language is prohibited.

(24) Use of the slide is solely at your own risk.

(25) Children less than forty (40) inches tall are not permitted to ride the slide.

(26) Only one person may ride the slide at a time. No shorts with snaps or rivets will be allowed on the slide.

(27) Keep arms and hands inside the slide at times.

(28) No flotation devices are allowed on the slide.

(29) For safety reasons, pregnant women and persons with health conditions or back problems should not ride the waterslide.

(30) The slide may only be used during pool hours when it is attended at the top and bottom of the slide.

(31) 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.

(32) 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.

(33) Following Florida Department of Heath 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.*** Operating hours will be posted at the courts. No one is permitted on the tennis courts outside of operating hours 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.

PICKLEBALL POLICIES

1) ***Supervision of Children.*** Minors under the age of thirteen (13) must be accompanied by an adult (18 years and older). Patrons are not permitted to "drop off" underage children without adult supervision.
2) ***Use; Rules.*** Pickleball courts are for pickleball only. Unless the District has implemented a reservation system, use is available on a first-come, first-served basis. If others are waiting, limit play to one (1) hour. Normal guest policies apply to pickleball courts.
3) ***Pets.*** Pets, with the exception of Service Animals, are prohibited on the pickleball courts.
4) ***Food and Drinks.*** Food and gum are not permitted on the courts. Drinks must be in a non-breakable spill-proof container. No glass containers or breakable objects of any kind are permitted.
5) ***Operating Hours.*** Operating hours will be posted at the courts. No one is permitted on the pickleball courts outside of operating hours unless a specific event is scheduled.
6) ***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.
7) ***Skateboards, Etc.*** No bicycles, scooters, roller skates, roller blades, skateboards or similar devices are permitted on the pickleball courts.
8) ***Furniture.*** No furniture, other than the benches already provided, is permitted on the pickleball courts.
9) ***Equipment.*** Patrons are responsible for bringing their own equipment (paddles, balls, etc.).
10) ***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 Household 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.

(5) No inflatables or toys utilizing water (i.e. water slides, playground sprinkler sprayers, slip n slides, water guns, etc.) are permitted.

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 eligible for rentals and are not subject to these Facility Rental Rates.) The purpose of the Facility Rental Policies is to allow Patrons the opportunity to temporarily reserve a portion of the Amenity Center for their exclusive use to enjoy with friends, family, and other invitees for recreational purposes. 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
4th of July
Thanksgiving
Christmas Day
New Year's Day
Memorial Day
Labor Day
Christmas Eve
New Year's Eve

(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) unless otherwise noted:

- River House (Inside + Lawn) –
    - Half Day: $300 (10am – 3pm or 4pm – 10pm)
    - Full Day: $700 (10am – 10pm)
- Soccer Field - $50 (half field) or $100 (whole field)
- Pool Cabana (available only when Amenity Center Staff is on duty) - $100
- 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, unless alternative payment methods are authorized by the Amenity Manager, 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 Management Company, 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.

j) The event may not be advertised to the general public, no admission fee is permitted, and no exchange of funds may take place (i.e. vendor markets, fundraisers, ticketed events).

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:

	BYOB – Rental/Other (not served or sold)	**Served/sold**
Permitted	Yes	Yes, but only if a licensed bartender/caterer is hired
Insurance	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: • $250,000 property damage; • $1,000,000 personal injury, • Alcohol rider • The District and its Supervisors, officers, directors, consultants and staff are to be named as additional insured parties.

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 POSESSION 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 Household 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 Household 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 ACCESS RULE

Law Implemented: ss. 120.69, 190.011, 190.012, Fla. Stat. (2024)
Effective Date: October 16, 2024

In accordance with Chapters 190 and 120 of the Florida Statutes, and on October 16, 2024, at a duly noticed public meeting, the Board of Supervisors ("Board") of the Rivers Edge Community Development District ("District") adopted the following rules / policies to govern disciplinary and enforcement matters. All prior rules / policies of the District governing this subject matter are hereby rescinded for any violations occurring after the date stated above.

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1. Introduction. This rule addresses disciplinary and enforcement matters relating to the use of the amenities and other properties owned and managed by the District ("Amenity Centers" or "Amenity Facilities").

2. General Rule. All persons using the Amenity Facilities and entering District properties are responsible for compliance with the rules and policies established for the safe Generals of the District's Amenity Facilities.

3. Patron Card. Patron Cards are the property of the District. The District may request surrender of, or may deactivate, a person's Patron Card for violation of the District's rules and policies established for the safe Generals of the District's Amenity Facilities.

4. Suspension and Termination of Rights. The District, through its Board, District Manager, and General Manager shall have the right to restrict, suspend, or, after opportunity for a hearing as set forth herein, terminate the Amenity Facilities access of any Patron and members of their household or Guests to use all or a portion of the Amenity Facilities for any of the following acts (each, a "Violation"):

a. Submitting false information on any application for use of the Amenity Facilities, including but not limited to facility rental applications;
b. Failing to abide by the terms of rental applications;
c. Permitting the unauthorized use of a Patron Card or otherwise facilitating or allowing unauthorized use of the Amenity Facilities;
d. Exhibiting inappropriate behavior or repeatedly wearing inappropriate attire;
e. Failing to pay amounts owed to the District in a proper and timely manner (with the exception of special assessments);
f. Failing to abide by any District rules or policies (e.g., Amenity Policies);
g. Treating the District's staff, contractors, representatives, residents, Patrons or Guests, in a harassing or abusive manner;
h. Damaging, destroying, rendering inoperable or interfering with the General 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, amenities management, contractors, representatives, residents, Patrons or Guests;

k. Committing or being 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, Patrons or Guests is likely endangered;

l. Engaging in another Violation after a verbal warning has been given by staff (which verbal warning is not required); or

m. Such person's guest or a member of their household committing any of the above Violations.

Permanent termination of access to the District's Amenity Facilities 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, Patrons or Guests. The Board, in its sole discretion and upon motion of any Board member, may vote to rescind a termination of access to the Amenity Facilities.

5. 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 a Violation occurs or if in his/her reasonable discretion it is the District's best interests to do so. The District Manager, General Manager or their designee may each independently at any time restrict or suspend for cause or causes, including but not limited to those Violations 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 that is at least eight (8) days after the initial suspension, as evidenced by the date of notice sent by certified electronic or other mail service or longer if such individual requests deferment of his or her right to due process. In the event of such a suspension, the District Manager or his or her designee shall mail a letter to the person suspended referencing the conduct at issue, the sections of the District's rules and policies violated, the time, date, and location of the next regular Board meeting where the person's suspension will be presented to the Board, and a statement that the person has a right to appear before the Board and offer testimony and evidence why the suspension should be lifted. If the person is a minor, the letter shall be sent to the adults at the address within the community where the minor resides.

6. 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 actual 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).

7. 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.

8. Initial Hearing by the Board; Administrative Reimbursement; Property Damage Reimbursement.

a. If a person's Amenity Facilities privileges are suspended, as referenced in Section 5, a hearing shall be held at the next regularly scheduled Board meeting that is at least eight (8) days after the initial suspension, as evidenced by the date of notice sent by certified electronic or other mail service or as soon thereafter as a Board meeting is held if the meeting referenced in the letter is canceled, during 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 if they so choose. Any written materials should be submitted at least seven (7) days before the hearing for consideration by the Board. If the date of the suspension is less than eight (8) days before a Board meeting, the hearing may be scheduled for the following Board meeting at the discretion of the suspendee.

b. The person subject to the suspension may request an extension of the hearing date to a future Board meeting, which shall be granted upon a showing of good cause, but such extension shall not stay the suspension.

c. After the presentations by District staff and the person subject to the suspension, the Board shall consider the facts and circumstances and determine whether to lift or extend the suspension or impose a termination. In determining the length of any suspension, or a termination, the Board shall consider the nature of the conduct, the circumstances of the conduct, the number of rules or policies violated, the person's escalation or de-escalation of the situation, and any prior Violations and/or suspensions.

d. The Board shall also determine whether an Administrative Reimbursement is warranted and, if so, set the amount of such Administrative Reimbursement.

e. 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.

f. 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.

g. Failure of the suspendee to attend the hearing shall not affect staff's or the Board's ability to impose a suspension or termination.

9. 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 5, and the hearing shall be conducted at the next scheduled Board meeting in accordance with Section 8.

10. 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.

11. Appeal of Board Suspension. After the hearing held by the Board required by Section 8, a person subject to a suspension or termination may appeal the suspension or termination, or the imposition 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 8(f), 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, termination, Administrative Reimbursement, or Property Damage Reimbursement 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.

12. 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 the Amenity Facilities, such person will be subject to arrest for trespassing. If a trespass warrant or order is issued by a law enforcement agency, the District has no obligation to seek a withdrawal or termination of the trespass warrant even though the issuance of the trespass warrant may effectively prevent a person from using the District's Amenity Facilities after expiration of a suspension imposed by the District.

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

14. Reciprocity. Because Patrons of the Rivertown community also have access to amenities in Rivers Edge II Community Development District and Rivers Edge III Community Development District, a suspension or termination from either district's amenity facilities shall operate as a suspension or termination from the District's Amenity Facilities as well. The obligation to satisfy all procedural requirements for suspension, termination, or imposition of an Administrative Reimbursement or Property Damage Reimbursement, shall lie with the District in which the Violation occurred.