

**RIVERS EDGE III COMMUNITY DEVELOPMENT DISTRICT  
POLICIES GOVERNING THE  
RIVER LODGE FACILITIES**

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## INTRODUCTION

The District is a local unit of special-purpose government, created pursuant to and existing under the provisions of Chapter 190, *Florida Statutes*. The District operates and maintains various public improvements and community facilities, including the Amenities.

The Board reserves the right to amend, modify, or delete, in part or in their entirety, these Policies when necessary and will notify the Patrons of any changes by posting the same on the District's website, [www.riversedge3cdd.com](http://www.riversedge3cdd.com). By signing that you have received and read these policies, you are additionally certifying you will read, understand, and comply with all policies, including but not limited to any later made revisions.

## USER FEE STRUCTURE

- (1) The annual user fee to access the River Lodge (defined herein) for persons not owning property within the District is \$4000.00 ("**Annual User Fee**")
- (2) A maximum of two Facility Access Cards will be issued to each Patron family. There is a \$25.00 charge to replace lost or stolen cards.
- (3) Guests are limited to four (4) per household per day. A complimentary card that allows twelve (12) guest visits will be issued to each household annually. One additional card per household allowing twelve (12) guest visits may be purchased annually for \$50.
- (4) All Guests must be accompanied by a Patron (as defined below) at all times.

## DEFINITIONS

**"River Lodge", "Amenities" or "Amenity Facility"** is defined as the amenity building (offices, Fitness Center, Airnasium, Pool Area (as defined below), playground, fire pit, boardwalk, bathrooms, kayak launch and storage, parking lots, open space and other appurtenances or related improvements.

**"River Lodge Staff"** shall mean the persons responsible for daily operation of the River Lodge, including management, guest service hosts, maintenance personnel or any District employee.

**"Access Card"** shall mean the identification card issued to Patrons.

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

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

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

**“District Manager”** shall mean the professional management company with which the District has contracted to provide management services to the District.

**“Family”** 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.

**“District Operations Manager”** shall mean a representative of the District’s management company who serves as a point of contact between the District and River Lodge Staff.

**“District Property”** shall mean all property owned by the District including, but not limited to, the River Lodge, common areas, parking lots and ponds.

**“Guest”** shall mean any person or persons, other than a Patron, who are expressly authorized by the District to use the Amenities, or invited and accompanied for a specific visit by a Patron to use the Amenities.

**“Non-Resident”** – shall mean any person who does not own property within the District.

**“Non-Resident Patron”** shall mean any person or Family not owning property in the District who is paying the Annual User Fee to the District.

**“Patron” or “Patrons”** shall mean Residents, Non-Resident Patrons, and Renters, as well as Patrons of the Rivers Edge Community Development District.

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

**“Pool Area”** shall mean the swimming pool, lazy river, and surrounding areas, inclusive of the pool deck area gazebos, shade structures and other property or improvements within the fenced area.

**“Renter”** shall mean any tenant residing in a Resident’s home pursuant to a valid rental or lease agreement.

**“Resident”** shall mean any person or Family owning property within the District.

## ACCESS

Only Patrons and Guests have the right to use the Amenities, provided however that community programming events (described later) 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.

**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 Community Development District and Rivers Edge II Community Development District shall have the same privileges as District Residents.

**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.

**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 department of their respective Renter.
- (4) Renters shall be subject to all Policies as the Board may adopt from time to time.

**Guests.** Each Patron Family 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. Except as otherwise provided for herein, each Patron Family 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 Family – e.g., a Patron Family consisting of four 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.

***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.**

***Access Cards.*** All Patrons will be issued an Access Card at the community office, located at the River Club facility. Access Cards will give Patrons entry to the District's Amenities during the regular operating hours of the Amenities. You can make an appointment to obtain your Access Card by contacting the General Manager of Amenities.

Each Patron will receive an Access Card upon registration with the District. For Families, each Patron may obtain additional Access Cards for any member of a Patron's Family who is sixteen years of age or older. Minors with babysitters, au pairs, nannies, grandparents, etc. may receive an Access Card with limited access, again with a legal guardian's consent.

Patrons can use their Access Cards to gain access to the Amenities. Patrons must present their access cards upon entering the River Lodge. 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 Policies. All lost or stolen cards need to be reported immediately to the District. Fees apply to replace any lost or stolen cards. Replacement fees apply.

## GENERAL POLICIES

The following general policies apply to all use of the Amenity Facilities:

- (1) ***Supervision.*** Unless provided elsewhere, children thirteen (13) years of age and younger must be accompanied by an adult eighteen (18) years of age or older.

- (2) **Hours.** The River Lodge'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. Check the District's website at <https://riversedge3cdd.com/> for information.
- (3) **Pets.** Dogs or other pets (with the exception of service animals) are not permitted in the River Lodge.
- (4) **Parking.** Vehicles must be parked in designated areas. Vehicles should not be parked on grass lawns, or in any way which blocks the normal flow of traffic. Vehicles may not be left in the parking lot overnight without approval from the District's Operation Manager.
- (5) **Service Areas.** No Patron or Guest is allowed in the service areas of the Amenities.
- (6) **Amendments.** 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.
- (7) **Authority.** The Board of Supervisors and River Lodge Staff has full authority to enforce all Policies.
- (8) **Smoking.** Smoking of any kind, including vapor and e-cigarettes is not permitted on River Lodge grounds.
- (9) **Violations.** Disregard for any River Lodge rules or policies will result in expulsion from the facility and/or loss of River Lodge privileges in accordance with the termination policy.
- (10) **Breakable Items.** Glass and other breakable items are not permitted at the River Lodge.
- (11) **Courtesy.** Patrons and their guests shall treat River Lodge Staff with courtesy and respect.
- (12) **Skateboarding.** Skateboarding is not permitted at the River Lodge, including all parking lots, and sidewalks encompassing the River Lodge.
- (13) **Bicycles.** All bicycles must be placed at a bike rack.
- (14) **Open Flames; Fireworks.** No open flames are permitted in any indoor or outdoor space with the exception of Sterno-type heaters used to warm food during private events. Fireworks of any kind are not permitted anywhere in the River Lodge or adjacent areas.
- (15) **Dangerous Items.** No items may be brought to the River Lodge that, in the discretion of River Lodge Staff, could cause injury, death or damage to property.

- (16) **Attire.** With the exception of the pool and wet areas where bathing suits are permitted, Patrons and Guests must be properly attired with shirts and shoes to use the Amenities.
- (17) **Drugs and Alcohol.** Anyone that appears to be under the influence of drugs or inebriated past the legal limits will be asked to leave the Amenities.
- (18) **Profanity.** Loud, profane or abusive language is prohibited.
- (19) **Horseplay.** Disorderly conduct and horseplay are prohibited.
- (20) **Excessive Noise.** Excessive noise that will disturb other Patrons and Guests is not permitted.
- (21) **Equipment.** All equipment and supplies provided for use of the Amenities must be returned in good condition after use. Patrons and Guests are encouraged to let the staff know if an area of the Amenities or a piece of equipment is in need of cleaning or maintenance.
- (22) **Littering.** Patrons and Guests are responsible for cleaning up after themselves and helping to keep the Amenities clean at all times.
- (23) **Solicitation and Advertising.** Commercial advertisements shall not be posted or circulated in the Amenities. Petitions, posters or promotional material shall not be originated, solicited, circulated or posted on Amenities property unless approved in writing by the District.
- (24) **Political Campaigns.** No persons may campaign on behalf of political candidates, whether partisan or nonpartisan, or political issues at the District's Amenities, except in predetermined areas designated for such activities, as more specifically provided for herein. The District's intent is to ensure patrons are able to use the Amenities without interruption by activities normally associated with political campaigns and to ensure safety and order within the facilities. The following guidelines apply:
  - (a) Political campaigns are afforded the same opportunity as other persons or groups to rent District meeting room space at published rates.
  - (b) No political campaign signs, flyers or related documents are to be posted in or on District owned property, including District bulletin boards, and if discovered, such postings will be removed immediately.
  - (c) No political campaign signs, flyers or related documents are to be disseminated while in the District's Amenities.



- (d) To allow for the efficient and timely conduct of District business during public Board meetings, no political messages, paraphernalia (including but not limited to shirts, buttons, signs or the like), political public comments or otherwise are allowed in or during a public meeting of the Board of Supervisors in furtherance of the candidacy of any candidate for public office.
  - (e) No person shall make and no person shall solicit or knowingly accept any political contribution in a building owned by a governmental entity. For purposes of this subsection, “accept” means to receive a contribution by personal hand delivery from a contributor or the contributor’s agent. This subsection shall not apply when a government-owned building or any portion thereof is rented for the specific purpose of holding a campaign fund raiser.
- (25) **Firearms.** Firearms are not permitted in the Amenities unless the Patron is authorized to possess and carry a firearm under Florida law. Among other prohibitions, no firearms may be carried to any meeting of the District’s Board of Supervisors. To the extent this policy conflicts with Florida law, Florida law shall control.
- (26) **Trespassing / Loitering.** There is no trespassing or loitering allowed at the Amenities. Any individual violating this policy may be reported to the local authorities.
- (27) **Lost Property.** The District is not responsible for lost or stolen items. Staff members are not permitted to hold valuables or bags for Patrons or Guests. All found items should be turned in to the General Manager for storage in the lost and found. Items will be stored in the lost and found for two weeks.
- (28) **Community Programming by District Representatives Only.** 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.
- (29) The purpose of the Amenities is to provide recreational opportunities for District Patrons and their guests. Commercial activities are not permitted, provided that the District’s Amenity Manager may schedule special vendor events for the benefit of Patrons and guests.
- (30) **Emergencies.** In the event of an injury, property damage or other emergency, please contact the District immediately pursuant to the terms of this policy (see the provisions herein addressing the same).

#### CAREGIVERS

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 Policies, 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 Family 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 family 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.

#### **AQUATIC FEATURES**

*The following policies apply to the Pool Area, swimming pool, lazy river, and all other recreational aquatic features.*

- (1) **Supervision.** Minors under the age of 14 must be accompanied by, and supervised by, an adult 18 years of age or older at all times for usage of the aquatic features. All children 5 years of age or younger, as well as all children who are unable to swim by themselves, must be supervised by an adult (18 years of age or older) within arm's length at all times when on the pool deck or in the water. All children, regardless of age, using inflatable armbands (i.e., water wings) or any approved Coast Guard flotation device **MUST** be supervised one on one by an adult who is in the water and within arm's length of the child.
- (2) **Flotation Devices:**
  - i. No flotation devices are allowed in the pool except for water wings and swim rings used by small children, under the direct supervision of an adult. Inflatable rafts, balls, pool floats, radio-controlled aquatic toys and other toys and equipment are prohibited.
  - ii. Pool noodles and personal-sized round pool floats no greater than fifty-three (53) inches in diameter are permitted in the lazy river. All other toys and devices, including balls, dive toys, radio-controlled toys, etc., are prohibited.
- (3) **Audio.** 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 at the sole discretion of River Lodge Staff. Electrical equipment is not allowed around the aquatic features.
- (4) **Hygiene.**

- i. Showers are required before entering the Pool Area and aquatic features.
  - ii. 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 aquatic features.
- (5) ***Prohibited items.***
- i. Pets (other than "Seeing Eye Dogs"), bicycles, skateboards, roller blades, scooters and golf carts are prohibited.
  - ii. Glass and other breakable items are not permitted in the Pool Area and aquatic features.
- (6) ***Attire.*** Appropriate swimming attire (swimsuits) must be worn at all times. No thongs or Brazilian bikinis are permitted. Management reserves the right to define what is appropriate and ask the Patron to leave the premises if not compliant.
- (7) ***Food and Drinks.***
- i. Food and drink are not allowed within six (6) feet of the Swimming Pool. Patrons will be permitted to bring their own snacks and nonalcoholic beverages to the pool. No coolers are permitted except for small snack coolers. Food and beverages are only allowed in designated areas.
  - ii. Alcohol is prohibited.
  - iii. Chewing gum is prohibited.
- (8) ***Etiquette.***
- i. No diving, jumping, pushing, running or other horseplay is allowed.
  - ii. For the comfort of others, the changing of diapers or clothes is not allowed in the Pool Area.
  - iii. No swinging on ladders, fences, or railings is allowed.
  - iv. Loud, profane, or abusive language is prohibited.
  - v. Entrances must be kept clear at all times. Blocking entrances with furniture, loitering, or otherwise is prohibited.
- (9) ***Pollution.*** No one shall pollute the aquatic features. Anyone who does pollute the aquatic features is liable for any costs incurred in treating and reopening the aquatic features. The following policies shall apply to prevent contamination:
- i. Children under three (3) years of age, and those who are not reliably toilet trained, must wear rubber lined swim diapers and a swimsuit over the swim diaper
  - ii. 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.
- (10) ***Furniture.*** Furniture is not to be removed from the Pool Area, thrown into the aquatic

features, or otherwise disturbed.

- (11) ***Swim at Your Own Risk.*** All persons using the aquatic features do so at their own risk, and must abide by all rules and policies. While the District may choose to supply lifeguards or pool attendants, it is not obligated to do so and users should assume **THERE ARE NO LIFEGUARDS ON DUTY.**
- (12) ***Equipment Building.*** Patrons and Guests are not permitted to enter or interfere with the pool equipment building.
- (12) ***Closure.*** Open hours will be posted. Anyone using the aquatic features or accessing the Pool Area outside of open hours is subject to suspension. In addition to St. Johns County and the State of Florida Health Code Standards, and as noted herein, the aquatic features will be closed for the following reasons:
  - a) Operational and mechanical difficulties affecting water quality.
  - b) During severe weather conditions (heavy rain, lightning, and thunder) and warnings, especially when visibility to the pool bottom is compromised (deck also closed). 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 30 (thirty) minutes has elapsed from the last sighting of lightning or sound of thunder. River Lodge Staff has full authority to close and reopen the pool.
  - c) For a period of time following any mishap that results in feces or vomit in the pool water. If contamination occurs, the pool will immediately be closed.
  - d) Any other reason deemed to be in the best interests of the District as determined by District staff. Aquatic feature availability may be changed without notice in order to facilitate maintenance of the River Lodge or scheduled events.

## **FITNESS CENTER**

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.

### **AIRNASIUM**

Please note that the Airnasium is an unattended area and persons using the Airnasium do so at their own risk.

- (1) The Airnasium shall be available for use from dawn to dusk on a first-come, first-served basis.
- (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 Airnasium.

### **FIRE PIT**

- (1) Use of the fire pits is permitted only during designated River Lodge hours.
- (2) Children seventeen (17) years and younger must be supervised by an adult eighteen (18) years or older when the fire pit is in use.
- (3) Only Amenity Staff has the authority to start and extinguish the fire pit.
- (4) Patrons and Guests must clean the area of trash when finished. Use of the fire pits is permitted only during designated River Lodge hours.

### **PLAYGROUND**

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

- (1) For all emergencies, call 911 immediately. All emergencies and injuries must also be reported to River Lodge Staff.
- (2) 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.
- (3) All children must be under the direct supervision of an adult eighteen (18) years of age or older.

- (4) All equipment is available on a first-come, first-served basis. Users shall be courteous and take turns when other users are waiting.
- (5) No roughhousing or horseplay.
- (6) Persons using the playground must clean up all food, beverages and miscellaneous trash.
- (7) The use of profanity or disruptive behavior is prohibited.

### **VOLLEYBALL COURTS**

- 1) ***First-Come Basis.*** The 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 or event.
- 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) ***Vehicles.*** No bicycles, scooters, skateboards, 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.
- 5) ***Pets.*** Pets, with the exception of service animals, are not permitted on the courts at any time.

### **KAYAK LAUNCH**

- (1) The Kayak Launch shall be used for the sole purpose of launching non-motorized watercraft.
- (2) No diving or swimming.
- (3) No roughhousing or horseplay.
- (4) Unattended watercraft are private property and are not to be disturbed.
- (5) Do not feed the wildlife.
- (6) No fishing.

### **NON-MOTORIZED WATERCRAFT STORAGE AND RENTALS** Kayaks, Canoes and Paddle Boards

### ***Storage***

The District offers non-motorized watercraft storage and rentals. Storage capabilities are made available to Patrons only. Both Patrons and Guests may rent non-motorized watercraft.

- 1) A storage shed is available for Patrons to use for non-motorized watercraft including: kayaks, canoes and paddle boards.
- 2) Patrons are required to pay an annual storage fee.
- 3) All patrons must sign a storage waiver and liability agreement with the District.
- 4) The District is not responsible for lost, stolen or damaged vessels.
- 5) Patrons will have access to the storage shed during River Lodge operating hours.
- 6) All vessels must be removed from the storage shed and returned to the storage shed by the Patron at their own risk.
- 7) All vessels are due back into the shed thirty (30) minutes prior to sunset.
- 8) The District is not liable for any equipment/personal items left behind in the storage shed.

### ***Watercraft Rentals***

- 1) Non-motorized watercraft vessels including kayaks and paddle boards will be made available to Patrons and Guests for a fee of \$5 for a two (2)-hour period per vessel.
- 2) Patrons and Guests renting non-motorized watercraft must wear life guard approved life jackets for the duration of the rental.
- 3) Children under the age of eighteen (18) years old operating a non-motorized watercraft vessel must be accompanied by an adult.
- 4) Renters must be able to enter and exit the non-motorized watercraft from the launch.
- 5) Patrons and Guests are responsible for lost or damaged equipment.
- 6) Amenity staff has the right to refuse service based on safety concerns.
- 7) Amenity staff will close all rentals for inclement weather or conditions deemed unsafe.
- 8) All rentals must be returned thirty (30) minutes prior to close.



- 9) Rental rates and hours are subject to change without notice.
- 10) Operating any non-motorized equipment under the influence of alcohol or drugs is strictly prohibited.
- 11) Disposing of any item considered to be litter in the St. Johns River is considered illegal.

#### **ALCOHOL POLICY**

Other than as permitted for special events, **Patrons and Guests are not permitted to bring alcohol onto District property or the Amenities at any time.**

#### **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 River Lodge assumes 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 River Lodge. Use is at the Patrons own risk.

No person shall remove from the room in which it is placed or from the River Lodge's premises any property or furniture belonging to the District or its contractors without proper authorization. River Lodge Patrons shall be liable for any property damage and/or personal injury at the River Lodge, 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 River Lodge's premises, shall do so at his or her own risk, and shall defend and hold the River Lodge, 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 River Lodge 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, River Lodge 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 River Lodge 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.

Effective Date: \_\_\_\_\_, 2024

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**In accordance with Chapters 190 and 120 of the Florida Statutes, and on \_\_\_\_\_, 2024, at a duly noticed public meeting, the Board of Supervisors (“Board”) of the Rivers Edge III 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 Community Development District and Rivers Edge II 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.