

RIVER GLEN

COMMUNITY DEVELOPMENT DISTRICT

RULES, POLICIES AND FEES FOR **THE RIVER GLEN COMMUNITY DEVELOPMENT DISTRICT** **AMENITIES**

Adopted May 14, 2008
Previously Amended April 19, 2018
Previously Amended November 21, 2019
As Amended February 24, 2022

River Glen Amenity Center
65084 River Glen Parkway
Yulee, Florida 32097

DEFINITIONS

“Amenity or Amenities” – shall mean the properties and areas owned by the District and intended for recreational use and shall include, but not specifically be limited to, the club house and pool, exercise room, tennis courts, fields, basketball court, and parks, together with their appurtenant areas.

“Amenity Policies” or “Policies” – shall mean these Amenity Policies of River Glen Community Development District, as amended from time to time.

“Annual User Fee” – shall mean the fee established by the District for any person who is not a Property Owner and who wishes to use the Amenities. The amount of the Annual User Fee is set forth herein, and that amount is subject to change based on Board action.

“Board of Supervisors” or “Board” – shall mean the River Glen Community Development District’s Board of Supervisors.

“Guest” – shall mean any person or persons who are invited by a Patron to participate in the use of the Amenities.

“District” – shall mean the River Glen Community Development District.

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

“Non-Resident” – shall mean any person or group of persons residing within a single residential unit and not owning property in the District who is paying the Annual User Fee to the District for use of all Amenities.

“Patron” or “Patrons” – shall mean Property Owners, Non-Residents, and Renters who are eighteen (18) years of age and older who are authorized to use the Amenities.

“Property Owner” – shall mean that person or persons having fee simple ownership of lands within the District.

“Renter” – shall mean any group of persons residing in a Resident’s home pursuant to a valid rental or lease agreement.

“Storage Fee” – shall mean the annual fee, or prorated portion thereof, paid by a Patron for the use of the District’s storage facility.

RIVER GLEN ANNUAL USER FEE

The Annual User Fee for any Non Resident is \$2,500.00 per year. This payment must be paid in full at the time of completion of the Non-Resident user application and the corresponding agreement. This fee will permit the use of all Amenities for one (1) full year from the date of receipt of payment by the District. Each subsequent renewal shall be paid in full on the anniversary date of application for use of the Amenities by Non Residents. Such fee may be increased, not more than once per year, by action of the Board of Supervisors, to reflect increased costs of operation of the Amenities; such increase may not exceed ten percent (10%) per year. The Amenities may not be used for commercial purposes.

GUESTS

- (1) Patrons who have a Guest are responsible for any and all actions taken by such Guest. Violation by a Guest on any of the Policies as set forth by the District could result in loss or suspension of the accompanying Patron's privilege to use the Amenities.
- (2) Each Patron may bring no more than five (5) persons as guests to the Amenities at one time unless the Patron has reserved a room or pavilion at the Amenity and has paid the required usage fee. In the event the Patron has rented a room or pavilion at the Amenity, the number of Guests shall be limited by the room or pavilion policies.

RENTER'S PRIVILEGES

- (1) Residents who rent out or lease out their residential unit(s) in the District shall have the right to designate the Renter of their residential unit(s) as the beneficial users of the Property Owner's Amenity use privileges.
- (2) In order for the Renter to be entitled to use the Amenities, the Renter must complete the Non Resident user application and sign the accompanying agreement. The Annual User Fee will then be waived for the Renter. A Renter who is designated as the beneficial user of the Resident's membership shall be entitled to the same rights and privileges to use the Amenity as the Resident.
- (3) During the period when a Renter is designated as the beneficial user of the Property Owner's privilege to use the Amenities, the Property Owner shall not be entitled to use the Amenities with respect to that property.
- (4) Property Owners 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.
- (5) Renters shall be subject to such other rules and regulations as the Board may adopt from time to time.

GENERAL FACILITY PROVISIONS

All Patrons and Guests using the Amenities are expected to conduct themselves in a responsible, courteous and safe manner, in compliance with these Policies and all other policies and rules of the District governing the Amenities. Violation of any such policies or rules or the misuse or destruction of Amenity equipment may result in the suspension or termination of Amenity privileges by the offending Patron or Guest.

The District reserves the right to amend, modify, or delete these Policies, in part or in their entirety, when necessary, at a duly-noticed meeting, and will notify the Patrons of any changes. However, in order to change or modify rates or fees beyond the increases specifically allowed for by the District's rules and regulations, the Board must hold a duly-noticed public hearing on said rates and fees.

Disregard for rules or policies may result in expulsion from the Amenities and/or loss of Amenity privileges in accordance with the procedures set forth herein.

- (1) Children under thirteen (13) years of age must be accompanied at all times by a parent or adult Patron eighteen (18) years of age and over.
- (2) Dogs and all other pets (with the exception of Seeing Eye dogs) are not permitted at the Amenities. In the event a special event is held, as previously approved by the Board, and dogs are permitted at the Amenities as part of the special event, they must be leashed. Patrons are responsible for picking up after all pets as a courtesy to others.
- (3) 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.
- (4) Fireworks of any kind are not permitted anywhere at the Amenities or adjacent areas.
- (5) The District Manager, a Board representative and the Amenity Manager shall have full authority to enforce these policies.
- (6) Smoking is not permitted at the Amenities except within designated smoking areas.
- (7) Glass and other breakable items are not permitted at any Amenity.
- (8) Patrons and their Guests shall treat all staff members with courtesy and respect.
- (9) Off-road bikes/vehicles are prohibited on all property owned, maintained and operated by the District or on any of the Amenities.
- (10) The District will not offer child care services to Patrons or Guests at any of the Amenities.

- (11) Skateboarding and rollerblading are not allowed on the Amenity property at any time. This includes, but is not limited to, the Clubhouse, tennis courts, basketball courts, athletic fields, playground area, and sidewalks surrounding these areas.
- (12) Events/Performances at any Amenity, including those by outside entertainers, must be approved in advance by the District Manager.
- (13) Alcoholic beverages are not permitted at any District owned facility or property at anytime except pursuant to and in strict compliance with the provisions and requirements governing Amenity rentals.
- (14) Commercial advertisements shall not be posted or circulated in the Amenities. Except as may be otherwise permitted by law, petitions, posters or promotional material shall not be originated, solicited, circulated or posted on Amenities property unless approved in writing by the District Manager.
- (15) The Amenities shall not be used for commercial purposes. The term “commercial purposes” shall mean those activities which involve, in any way, the provision of goods or services for compensation.
- (16) Firearms or any other weapons are not permitted in any of the Amenities or their parking areas.
- (17) The District Manager and a Board representative reserve the right to authorize all programs and activities, including the number of participants, equipment and supplies usage, facility reservations, etc., at all Amenities, except usage and rental fees that have been established by the Board.
- (18) Loitering (the offense of standing idly or prowling in a place, at a time or in a manner not usual for law-abiding individuals, under circumstances that warrant a justifiable and reasonable alarm or immediate concern for the safety of persons or property in the vicinity) is not permitted at the Amenities.
- (19) All Patrons and Guest shall abide by and comply with any and all federal, state and local laws and ordinances while present at or utilizing the Amenities, and shall ensure that any minor for whom they are responsible also complies with the same.
- (20) No Household may transfer its privileges to use the District’s amenity facilities to a tenant more than two times per year.

LOSS OR DESTRUCTION OF PROPERTY OR INSTANCES OF PERSONAL INJURY

- (1) Each Patron and each Guest, as a condition of invitation to the Amenities, assumes sole responsibility for his or her property. The District and its contractors shall not be responsible for the loss or damage to any private property used or stored on or in any of the Amenities, whether in lockers or elsewhere.
- (2) No person shall remove from the room in which it is placed, or from any Amenities, any property or furniture belonging to the District or its contractors without proper authorization from the District Manager or the Board. Patrons shall be liable for any property damage and/or personal injury at the Amenities, or at any activity or function operated, organized, arranged or sponsored by the District or its contractors, which is caused by the Patron or the Patron's Guest or family member(s). The District reserves the right to pursue any and all legal and equitable measures necessary to remedy any losses it suffers due to property damage or personal injury caused by a Patron or the Patron's Guest or family member(s).
- (3) Any Patron, Guest 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, either on or off the Amenities premises, shall do so at his or her own risk, and shall hold the Amenity owners, the District, the Board of Supervisors, District employees, District representatives, District contractors and District agents, harmless from 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 of omission of the District, or their respective operators, supervisors, employees, representatives, contractors or agents. Any Patron shall have, owe, and perform the same obligation to the District and their respective operators, supervisors, employees, representatives, contractors, and agents hereunder with respect to any loss, cost, claim, injury, damage or liability sustained or incurred by any Guest or Patron.
- (4) Should any party bound by these Policies bring suit against the District, the District's Board of Supervisors or staff, agents or employees of the District, or any Amenity r operator or its officers, employees, representatives, contractors or agents in connection with any event operated, organized, arranged or sponsored by the District or any other claim or matter in connection with any event operated, organized, arranged or sponsored by the District, and fail to obtain judgment therein against the District or the Amenity operators, officers, employees, representatives, contractors or agents, said party bringing suit shall be liable to the prevailing party (i.e. the District, etc.) 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.

USE OF AMENITIES

Hours: The District Amenities are available for use by Patrons during normal operating hours to be established and posted by the District.

Emergencies: After contacting 911 if required, all emergencies and injuries must be reported to the office of the District Manager (phone number 904-436-6270).

District Equipment: All equipment owned by the District and available for use by Patrons and Guests must be signed out at the Amenity Manager's office, and the Amenity Manager shall retain that Patron's ID card as security for the return of the equipment. The Patron who signs out the equipment is responsible for its use and return as signed out. Should the equipment be returned damaged, missing pieces or in worse condition than when it was signed out, that Patron or Guest will be responsible to the District for any cost associated with repair or replacement of the equipment.

The Amenities are unattended facilities. Persons using the Amenities do so at their own risk. Additional staff members are not present to provide personal training, exercise consultation or athletic instruction, unless otherwise noted, to Patrons or Guests. Persons interested in using the Amenities should consult with a physician prior to commencing a fitness program. Guests may not use the Amenities without Patrons present.

GENERAL SWIMMING POOL RULES

NO LIFEGUARD ON DUTY – SWIM AT YOUR OWN RISK

- (1) Children under thirteen (13) years of age must be accompanied at all times by a parent or adult Patron during usage of the pool facility.
- (2) No diving, jumping, pushing, running or other horseplay is allowed in the pool or on the pool deck area.
- (3) Hanging on the lane lines, interfering with the lap-swimming lane, and diving are prohibited.
- (4) Radios, tape players, CD players, MP3 players and televisions are not permitted unless they are personal units equipped with headphones.
- (5) Swimming is permitted only during designated hours as posted at the pool, and such hours are subject to change at the discretion of the District. Swimming after dusk is prohibited by the Florida Department of Health. Patrons and Guests swim at their own risk and must adhere to swimming pool rules at all times.
- (6) Showers are required before entering the pool.
- (7) Alcohol and glass containers are prohibited.
- (8) Children under three (3) years of age, and those who are not reliably toilet trained, must wear rubber lined swim diapers, as well as a swimsuit over the swim diaper, to reduce the health risks associated with human waste in the swimming pool/deck area.

- (9) The District reserves the right to direct the discontinued usage of play equipment, such as floats, rafts, snorkels, dive sticks, and flotation devices during times of peak or scheduled activity at the pool, or if the equipment causes a safety concern.
- (10) Swimming pool hours will be posted. Pool availability may be limited or rotated in order to facilitate maintenance of the Amenities. Depending upon usage, the pool may be closed for various periods of time to facilitate maintenance and to maintain health code regulations.
- (11) Pets (except Seeing Eye dogs), bicycles, skateboards, roller blades, scooters and golf carts are not permitted on the pool deck area inside any Amenity at any time.
- (12) The District reserves the right to authorize all programs and activities (including the number of participants, equipment and supplies usage, etc.) conducted at the pool, including swim lessons and aquatic/recreational programs.
- (13) Any person swimming during non-posted swimming hours may be suspended from using the Amenity.
- (14) Proper swim attire (no cutoffs) must be worn in the pool.
- (15) No chewing gum is permitted in the pool or on the pool deck area.
- (16) For the comfort of others, the changing of diapers or clothes is not allowed poolside.
- (17) No one shall pollute the pool. Anyone who pollutes the pool is liable for any costs incurred in treating and reopening the pool.
- (18) Radio controlled water craft are not allowed in the pool area.
- (19) Pool entrances must be kept clear at all times.
- (20) No swinging on ladders, fences, or railings is allowed.
- (21) Pool furniture is not to be removed from the pool area and shall not be placed in the pool.
- (22) Loud, profane, or abusive language is absolutely prohibited.
- (23) No physical or verbal abuse will be tolerated.
- (24) Tobacco products are not allowed in the pool area.
- (25) Illegal drugs are not permitted.
- (26) The District is not responsible for lost or stolen items.
- (27) Chemicals used in the pool may affect certain hair or fabric colors. The District is not responsible for these effects.
- (28) The Amenity pool and deck area may not be rented at anytime; however, access may be limited at certain times for various District functions, as approved by the District's Board of Supervisors.
- (29) A sign with all the pool rules will be posted by the pool.

SWIMMING POOL CONTAMINATION POLICY

- (1) If feces contamination occurs in the pool, the pool shall be closed for twelve (12) hours so that remedial measures may be taken to ensure safe swimming conditions.
- (2) Parents should take their children to the restroom before entering the pool.
- (3) 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.

FITNESS POLICIES

Eligible Users: Patrons and Guests sixteen (16) years of age and older are permitted to use the fitness center during designated operating hours. No children under the age of sixteen (16) are allowed in the fitness center at any time.

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. Alcoholic beverages are not permitted. Smoking is not permitted in the fitness center.

- (1) Appropriate attire and footwear (covering the entire foot) must be worn at all times in the fitness center. Appropriate attire includes t-shirts, tank tops, shorts, leotards, and/or sweat suits (no swimsuits).
- (2) Each person is responsible for wiping off fitness equipment after use.
- (3) Use of personal trainers is permitted in the fitness center with the approval of the District.
- (4) Hand chalk is not permitted to be used in the fitness center.
- (5) Radios, tape players and CD players are not permitted unless they are personal units equipped with headphones.
- (6) No bags, gear, or jackets are permitted on the floor of the fitness center or on the fitness equipment. Lockers are available on a daily basis in the bath houses for storage of personal items.
- (7) Weights or other fitness equipment may not be removed from the fitness center.
- (8) Use of cardiovascular equipment shall be limited to thirty (30) minutes, and users must step aside between multiple sets on weight equipment, if other persons are waiting.
- (9) All persons must be respectful of others and allow other Patrons and Guests to also use equipment, especially the cardiovascular equipment.
- (10) Weights must be replaced to their proper location after use.
- (11) 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.

TENNIS COURT POLICIES

Tennis courts are available on a first come, first serve basis. Use of a tennis court is limited to one and a half (1.5) hours when others are waiting. If no one is waiting, play may continue. The Tennis courts are unattended and persons using the facility do so at their own risk. Persons interested in using the tennis courts are encouraged to consult with a physician prior to using the facility.

Tennis players must abide by these rules and guidelines. Tennis is a game of sportsmanship, proper etiquette and fair play.

- (1) Proper tennis etiquette shall be adhered to at all times. The use of profanity or disruptive behavior is prohibited.

- (2) Proper tennis shoes and attire, as determined by the District Manager, are required at all times while on the courts. Shirts must be worn at all times.
- (3) Tennis courts are for Patrons and Guests only. Patrons may invite Guests for play, but shall accompany their Guests.
- (4) No jumping over nets.
- (5) Players must clean up after play. This includes “dead” balls, Styrofoam cups, plastic bottles, etc. The court should be left ready for play by others.
- (6) Court hazards or damages, such as popped line nails, should be reported to the District Manager for repair.
- (7) Persons using the tennis facility must supply their own equipment (rackets, balls, etc.).
- (8) The tennis facility is for the play of tennis only. Pets, roller blades, bikes, skates, skateboards and scooters are prohibited on the tennis courts.
- (9) Beverages are permitted at the tennis facility if they are contained in non-breakable containers with screw top or sealed lids. No food or glass containers are permitted on the tennis courts.
- (10) No chairs, other than those provided by the District, are permitted on the tennis courts.
- (11) Lights at the tennis facility must be turned off after use.
- (12) Children under the age of thirteen (13) are not allowed to use the tennis courts unless accompanied by an adult Patron.

BASKETBALL/SOFTBALL FACILITY POLICIES

- (1) Proper basketball and softball etiquette shall be adhered to at all times. The use of profanity or disruptive behavior is prohibited.
- (2) Proper basketball or athletic shoes and attire are required at all times while on the courts/fields. Shirts must be worn. No black soled shoes allowed.
- (3) The basketball facility is for the play of basketball only. Pets, roller blades, bikes, skates, skateboards and scooters are prohibited from use on the courts.
- (4) Beverages are permitted at the basketball facility if they are contained in non-breakable containers with screw top or sealed lids.
- (5) No chairs, other than those provided by the District, are permitted on the basketball courts.
- (6) Children under the age of thirteen (13) are not allowed to use the basketball courts unless accompanied by an adult Patron.
- (7) The court should be left clean after use.

PLAYGROUND/TOT LOT/SOCCER FIELD POLICIES

- (1) Children under the age of eight (8) must be accompanied by an adult Patron.
- (2) No roughhousing on the playground/soccer field.
- (3) Persons using the playground/soccer field must clean up all food, beverages and miscellaneous trash brought to the playground/soccer field. Glass containers are prohibited.
- (4) The use of profanity or disruptive behavior is prohibited.
- (5) Patrons and Guests who use the playgrounds and or soccer field do so at their own risk.

- (6) The playgrounds and/or soccer field may not be reserved or rented by Patrons. They may; however be reserved by the District for District-sponsored events or functions.

RIVER GLEN GENERAL FACILITY RENTAL POLICIES

- (1) Patrons may reserve the River Glen Room or Pavilion through Amenity Center Staff for meetings, classes, events, etc., for a maximum of five (5) hours per event. The five (5) hour limitation may only be exceeded upon specific authorization from the District's Board of Supervisors. A Patron may not reserve both the River Glen Room and Pavilion at the same time and/or for the same event. The pool and pool area may not be reserved for private use.
- (2) Patrons may not reserve the River Glen Room and/or Pavilion more than four (4) times in any twelve (12) month period.
- (3) Patrons may not reserve the River Glen Room or Pavilion on behalf of or for the use of non-Patrons.
- (4) Patrons reserving the River Glen Room or Pavilion must be present for the duration of any event or use of such facilities during Patrons rental period.
- (5) The maximum number of persons attending any event shall not exceed fifty (50) persons.
- (6) Reservation of the River Glen Room is on a first come, first serve basis and is subject to approval by the District Manager.
- (7) All Patrons will be required to fill out and sign the District Facility Use Application Agreement.
- (8) Upon application for use of the River Glen Room or Pavilion, the District Manager will determine if a paid attendant will be necessary. If an attendant is necessary, the Patron requesting the River Glen Room or Pavilion will be required to pay the costs associated with the attendant.
- (9) The River Glen Room and Pavilion will not be available for use on the following days:

December 24th

December 31st

Easter Sunday

Memorial Day

Thanksgiving Day

December 25th

January 1st

July 4th

Labor Day

The River Glen Room and Pavilion are not available for rentals during Memorial Day Weekend, Labor Day Weekend or any other weekend on which a federal holiday falls on either a Monday or Friday with the exception of Martin Luther King Day, Washington's Birthday, Columbus Day and Veterans Day.

- (10) The River Glen pool and pool area, including the surrounding decks and furniture, is not available for reservation and shall remain open to all Patrons and their guests during normal operating hours. Rental of the River Glen Room and/or Pavilion may not unreasonably interfere with the use and enjoyment of the pool and pool areas by Patrons.

- (11) A refundable deposit in the amount established by District rule is required and will be returned after the function is complete provided there is no evidence of damage to the facility and additional cleaning services are not required to return the facilities to pre-rental condition.
- (12) Each Patron is responsible for inspecting the River Glen Room or Pavilion prior to use and reporting any damage to the Amenity Center Staff. Failure to do so may result in the Patron being responsible for any existing damage to the Room. The costs of any damages beyond the amount of the deposit shall be the responsibility of the Patron and Patron will be required to acknowledge said responsibility when completing application for the use of the Room.
- (13) Patrons may not use nails or any permanent adhesives that would do damage to the inside or outside the Amenity Center
- (14) A cleanup fee in the amount established by District rule is required for all functions.
- (15) The Amenity Center Staff should be contacted to make proper arrangements regarding the reservation of the Room and to obtain the amounts of the deposit and cleanup fee.
- (16) Patrons may not bring or use grills or smokers to the Amenity Facilities during rental of the facilities.
- (17) Additional insurance coverage may be required for certain types of events as the District determines on a case by case basis within the sole discretion of the District Manager or the District's Board of Supervisors. The District shall be named as an additional insured party on any such policies, and a certificate of insurance demonstrating the appropriate coverage amount and insured parties shall to be provided to the District Manager at least five (5) business days prior to the event.
- (18) Alcohol may be served during rental of the River Glen Room subject to strict compliance with the following conditions:
 - A. Additional Event Liability Insurance coverage in the amount of One Million Dollars (\$1,000,000) is required for all events that are approved to serve alcoholic beverages. The District shall be named as an additional insured party on any such policies, and a certificate of insurance demonstrating the appropriate coverage amount and insured parties shall to be provided to the District Manager at least five (5) business days prior to the event.
 - B. A member of Amenity Staff must be present throughout the duration of the rental period during which alcohol is anticipated to be served. Patron shall be responsible for the total cost incurred to have such member of Amenity Staff present. Such cost shall be billed at the standard hourly rate of the attending member of Amenity Staff. Patron must remit payment in full to the District Manager at least five (5) business days in advance.
 - C. Patrons are responsible for ensuring that full compliance with all federal, state, and local laws and regulations governing the use or service of alcohol.
- (19) Alcohol may not be served during rental of the Pavilion under any circumstances.

Schedule of Fees/Deposits

- (1) A non-refundable rental fee will be charged as follows:

River Glen Room: \$50.00 for up to 50 guests.
Pavilion: \$50.00 for up to 25 guests.

A check shall be made out to the “River Glen Community Development District” and submitted to the Amenity Center Staff at the Amenity Center during posted office hours. Facilities will not be considered reserved until payment of the rental fee is received in full.

- (2) A refundable security deposit will be charged as follows:

River Glen Room: \$300.00
Pavilion: \$150.00

To receive a full refund of the security deposit, the following must have occurred:

1. all garbage is removed from the facility;
2. all displays, favors or remnants of the event are removed;
3. the furniture and other items are returned to their original position;
4. all counters, table tops and sink areas are cleaned and wiped; and
5. no damage occurred to the River Glen Room, Pavilion, the respective property of each, or other District Property;
6. no additional cleaning of the facilities is required to return the facilities to pre-rental condition.

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. Patrons may also opt initially to pay for the actual cost of cleaning by a professional cleaning service hired by the District. The District Manager shall determine the amount of deposit to be returned, if any.

A check for the full amount of the security deposit must be received at least five (5) business days in advance.

Indemnification

Each organization, group or individual reserving the use of the Amenities (or any part thereof) or storage area agrees to indemnify and hold harmless the District, the members of the Board, the District’s management company and their respective officers, agents and employees, from any and all liability, claims, actions, suits or demands by any person, corporation or other entity, for injuries, death, property damage of any nature, arising out of, or in connection with, the use of the District lands, premises and/or Amenities, including litigation or any appellate proceeding

with respect thereto. Nothing herein shall constitute or be construed as a waiver of the District's sovereign immunity granted pursuant to Section 768.38, Florida Statutes.

FISHING AND LAKE POLICY

Patrons and Guests thirteen (13) years of age and older may fish in the lakes/retention ponds within the District. No children under the age of thirteen (13) are allowed on the pond banks within the District at any time, unless accompanied by an adult. Patrons and Guests fishing in these bodies of water shall remove and properly dispose of all garbage, fishing line, hooks and all other materials/supplies. The District request that everyone respect your fellow neighbor/property owner and access the lakes/retention ponds through the proper access points. No watercraft except authorized maintenance vehicles are allowed in the lake/retention ponds. Any violation of this policy will be reported to the local authorities.

The District has a catch and release policy for all fish and any other aquatic wildlife caught in the lakes/retention ponds, requiring that any fish or other aquatic wildlife caught immediately be returned to the District's lake/retention ponds from where it was caught. The purpose of the lakes/retention ponds is to help facilitate the District's natural water system for run off and overflow. Anyone who violates this provision does so at their own risk.

Swimming is prohibited in all of the lakes/retention ponds. Please use the pool at the Amenity Center for swimming activities.

RULE: SUSPENSION AND TERMINATION OF PRIVILEGES

Relating to the Health, Safety and Welfare of the Patrons and Damage to Amenities:

Notwithstanding anything contained herein, the District Manager or Amenity Manager may at any time restrict or suspend any Patron's or Guest's privileges to use any or all of the Amenities when such action is considered necessary to protect the health, safety and welfare of other Patrons and their Guests, or to protect the Amenities from damage.

Such restriction or suspension shall be for a maximum period of thirty (30) consecutive days or until the date of the next Board of Supervisors meeting, whichever occurs first. Such infraction and suspension shall be documented by the District Manager or Amenity Manager. The Board shall be notified to review this action at its next meeting.

Relating to District Policies and Fees for All Amenities:

A Patron's or Guest's privileges at any or all Amenities may be subject to various lengths of suspension or revocation for up to one (1) calendar year by the District's Board of Supervisors, and a Patron or Guest may also be required to pay restitution for any property damage, if a he or she:

1. Fails to abide by the District Policies and Fees for the Amenities established and approved by the Board.
2. Submits false information on facility applications.
3. Permits unauthorized use of an Access Card.

4. Exhibits unsatisfactory behavior, deportment or appearance.
5. Treats the personnel or employees of the District or its management company in an unreasonable or abusive manner.
6. Engages in conduct that is improper or likely to endanger the welfare, safety or reputation of the District.
7. Damages or destroys District property.

District Suspension and Revocation Process:

In response to any violation of the rules, regulations, policies and procedures specified herein, including, but not limited to, those set forth in the preceding paragraph, the District shall follow the process outlined below with regard to suspension or revocation of a Patron's or Guest's privileges:

- A. First Offense –Written warning by staff of continued policy violations signed by the Patron/Guest and kept on file at the District Manager's Office.
- B. Second Offense – Automatic suspension of all Amenity privileges for one (1) week; a written report will be created, signed by the Patron/Guest and kept on file at the District Manager's Office.
- C. Third Offense – Automatic suspension from all Amenities for up to thirty (30) days or until the date of the next District Board of Supervisors Meeting whichever occurs first. At this time a complete record of all previous documented offenses within the previous twelve (12) months will be presented to the District's Board of Supervisors for recommendation of suspension beyond thirty (30) days or possible revocation of the Patron's/Guests privileges for up to one (1) calendar year from the Board's revocation of Patron's privileges.

Patrons whose privileges have been suspended or revoked may have the determination reviewed by the District's Board of Supervisors pursuant to Section 3.0 of the District's Rules of Procedure. Any request for a hearing by the District's Board of Supervisors shall act to hold any such suspension being appealed in abeyance.

These Policies adopted and amended by the Board of Supervisors for the River Glen Community Development District on this day the 24st day of February 2022.

Secretary/Assistant Secretary

Chairman/Vice Chairman