

*River Place on the St. Lucie Community Development  
District*

*Amendment 2*

NOTICE OF RULE MAKING FOR RATE SETTING  
RIVER PLACE ON THE ST. LUCIE  
COMMUNITY DEVELOPMENT DISTRICT

A public hearing will be conducted by the Board of Supervisors of the River Place on the St. Lucie Community Development District (the "District") on April 21, 2022, at 2:00 PM at the River Plantation House, 450 Lazy River Parkway, Port St. Lucie, Florida.

The public hearing will provide an opportunity for the public to address a proposed rule modifying 1) the fees for the use of the District's recreational amenity facilities (the "River Plantation House") and RV/Boat Storage; 2) policies and procedures regarding the everyday use of the River Plantation House; and 3) such other related rules and policies as may be necessary for the use of the River Plantation House.

The proposed rules, policies and rates may be adjusted at the public hearing pursuant to discussion by the Board of Supervisors and public comment. The purpose of this proposed rule is to modify existing rules and policies and rates for the utilization of the River Plantation House and RV/Boat Storage, and to create a rate structure for use of such facilities, pursuant to the provisions of Chapters 190 and 120, Florida Statutes (2005). Specific legal authority for the proposed rule includes Sections 190.035, 190.011(5) and 120.54, Florida Statutes (2005). Prior notice of rule development was published in The Tribune on March 21, 2022.

Any person who wishes to provide the District with a proposal for a lower cost regulatory alternative as provided by Section 120.541(1), Florida Statutes, must do so in writing within twenty-one (21) days after publication of this notice. This public hearing may be continued to a date, time and place to be specified on the record at the hearing. If anyone chooses to appeal any decision of the Board with respect to any matter considered at the hearing, such person will need a record of the proceedings and should accordingly ensure that a verbatim record of the proceedings is made that includes the testimony and evidence upon which such appeal is to be based. Any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Manager at the address and number provided below. A copy of the proposed rule may be obtained by contacting the District Manager, c/o River Place on the St. Lucie Community Development District, at 5385 N. Nob Hill Rd., Sunrise FL 33351.

River Place on the St. Lucie Community Development District

Rich Hans, District Manager

## PLANTATION HOUSE

### FACILITY POLICIES & PROCEDURES

#### DEFINITIONS

**“River Place on the St Lucie Plantation Clubhouse” or “River Plantation House” or “Plantation Clubhouse”** – 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 Plantation Clubhouse, together with their appurtenant facilities and areas.

**“River Place on the St Lucie Plantation Clubhouse Policies” or “Plantation Clubhouse Policies”** – shall mean the District’s Plantation Clubhouse Policies document(s), including without limitation, pool rules, Clubhouse rules and other directives given by the Board of Supervisors and amended from time to time.

**“Plantation Clubhouse Facilities”** – shall mean the Clubhouse building, the pool, the spa, the gym, the parking lot and any adjacent areas as sidewalks, turf, preserves, parks and other properties owned by the District.

**“Plantation Clubhouse Premises”** – shall mean the Clubhouse building, the pool, the spa, the gym and Clubhouse parking lot.

**“Clubhouse Manager” or “Clubhouse Staff”** – shall mean the District Manager or that person or firm so designated by the District’s Board of Supervisors, including their employees.

**“Board”** – shall mean the District’s governing Board of Supervisors.

**“Guest”** – shall mean any person or persons who are invited by a resident to participate in the use of the Plantation Clubhouse.

**“District”** – shall mean the River Place on the St. Lucie Community Development District entity and its possessions.

**“District Property”** – shall mean all property owned by the District.

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

**“Key Card”** – shall mean an electronic key card or fob distributed by the Clubhouse Manager or Clubhouse Staff to residents of the District to access the Plantation Clubhouse.

**“Members”** - shall mean Property Owners, Tenants, and Non-Resident Users of the Plantation Clubhouse.

**"General Public Users"** – Shall mean an individual or entity not owning or leasing property in River Place and who is not an "Employee Designee" in River Place.

**“Non-Resident(s)”** – shall mean any person or group of persons who are not a Resident(s) of the District.

**“Non-Resident User”** – shall mean any person or persons not owning property in the District who is paying the Non-Resident User Fee to the District for use of the Plantation Clubhouse Facility.

**“Non-Resident User Fee”** – shall mean the fee established by the District for any person who is not a Resident and wishes to become a Non-Resident User of the Plantation Clubhouse Facility. The amount of the Non-Resident User Fee set forth herein is subject to periodic change by Board action.

#### **"River Place Users"**

- a. River Place Residential Property Owners, property owner guests & Lessees designated by Property Owner
- b. River Place Plaza Owners, Lessees & River Place Employee Designees\*
- c. River Place G, H and I Parcel Property Owners, Lessees & River Place Employee Designees\* as approved by the Board of Supervisors.

Who are eighteen (18) years of age and older and their immediate family members residing in the same unit within the District, who are obligated to use the Plantation Clubhouse in a lawful manner and in accordance with the Plantation Clubhouse Policies.

**“Employee Designees”** – "Employee Designee" must be employed by a Property Owner or Lessee of G, H, I or N parcels. A River Place Plaza (N Parcel) "Committee" or "Retail Merchants Association" and Property Owners of G, H and I. Parcels will recommend policies & procedures to the Board of Supervisors for qualifying employees as "designees" of River Plantation House facilities' privileges.

**“Property Owner”** – shall mean that a person or persons having fee simple ownership or legal title to land within the District.

**“Resident”** – shall mean any person, spouse or registered domestic partner of a person, and/or immediate family, including minor and/or dependent children, lawfully residing in a residence within the District.

**“Tenant”** – shall mean any tenant lawfully residing in a Property Owner’s home located within the District and pursuant to a valid rental or lease agreement.

**“Renter or Applicant”** – shall mean an individual, group, organization, partnership or corporation applying for private or exclusive use of a portion of the River Plantation House facility for a specified period of time on a specified date. A Renter or Applicant may be either a "River Place User" or a "General Public User".

**“Rental Fee and Deposit”** – It is a non-refundable rental fee charged in exchange for private or exclusive use of a portion of the River Plantation House facility in addition to a deposit. The deposit is required as security for: damages; extraordinary wear and tear on the property or furnishings; cleaning to the standards of the facility as detailed elsewhere in this document; and cancelled reservations within seven (7) days of the reservation date.

### GENERAL PLANTATION CLUBHOUSE POLICIES

**HOURS OF OPERATION** The Plantation Clubhouse hours of operation will be established and published by the District considering the season of the year and other circumstances. **Hours of operation are Down to Dusk.**

### GENERAL PLANTATION CLUBHOUSE PROVISIONS

- (1) The Board reserves the right to amend or modify these policies when necessary and will notify residents of any changes.
- (2) The Board, Clubhouse Manager and Clubhouse staff have full authority to enforce these policies.
- (3) Disregard for any of the Plantation Clubhouse Policies may result in suspension of use of the Plantation Clubhouse Facility privileges, as defined in the Suspension section below.
- (4) Residents shall treat all Clubhouse Staff with courtesy and respect.
- (6) Residents must use their assigned Key to enter the Plantation Clubhouse premises.
  
- (6) Key fob will be issued by the Clubhouse Manager to the property-owning person or entity for \$ 25.00 (twenty-five) dollars at the time they are closing upon their purchase of property within the District. Key fobs are limited to 2 (two) per household. Proof of property ownership may be required annually. All Residents must use their key fob for entrance to the Plantation Clubhouse. A key fob should not be issued to Non-Residents unless they are a Non-Resident User and have current paid membership.
- (7) Lost, Damaged or Stolen Key fob Fee. Residents, Tenants and Non-Residents Users will be charged (fifty) dollars (\$50.00) to obtain a new or replacement Key fob. Residents must contact the Manager for

instructions on how to obtain a replacement Key fob and to initiate the replacement process. Damaged Key fob must be mailed or delivered to the Clubhouse Manager's office prior to obtaining a replacement. All lost or stolen Key fob will be permanently deactivated for security reasons.

- (8) Children under fourteen (14) years of age must be accompanied by a parent or adult Resident to use the premises.
- (9) Alcoholic beverages shall not be served or sold at the Plantation Clubhouse Facilities except in case of events where previous authorization and monitoring fee were established.
- (10) Dogs and all other pets (with the exception of certified service animals) are not permitted on the pool or at the Plantation Clubhouse Premises. Dogs must be leashed at all times where they are permitted. Residents are responsible for picking up after all pets.
- (11) All vehicles must be parked in designated areas or parking lots. Vehicles shall not be parked on driveway of the front entrance to the building, except for loading and unloading with a driver in attendance of the vehicle. There will be no parking on Lazy River Parkway or curb or on the grass or in any way that blocks the normal flow of traffic. Improperly parked vehicles will be subject to towing at the vehicle owner's expense.
- (12) Overnight parking for vehicles of any kind in the Plantation Clubhouse parking lot will only be allowed with permission from the Clubhouse Manager or District Manager.
- (13) Fireworks of any kind are not permitted anywhere at the Plantation Clubhouse Premises.
- (14) Smoking and the use of smokeless tobacco products, including e-cigarettes, are banned from all Plantation Clubhouse Premises.
- (15) Except for designated parking areas, motorized off-road bikes, vehicles, scooters, and ATVs are prohibited on all property owned, maintained, and operated by the District, including the Plantation Clubhouse Facilities, including but not limited to the landscape area and preserves. Only motorized vehicles owned and operated by the District, if any, are permitted on District property for maintenance purposes.
- (16) Skateboarding is not allowed on the Plantation Clubhouse Facilities, including but not limited to: the Plantation Clubhouse, pool area, fields, parking lot, and sidewalks surrounding this area.

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

**Any Residents or other person who makes use of the Plantation Clubhouse facilities for any purpose whatsoever does so at his or her own risk, and as a condition precedent to such use, waives any and all claims and holds the District, its officers, agents and employees harmless for any and all losses, costs, claims, injuries, damages or liability sustained or resulting from such use.**

Residents are solely responsible for personal property brought onto the Plantation Clubhouse Facilities. The District is not responsible for the loss or damage to any personal property used or brought onto the Facilities. Unattended items will be collected and disposed by Clubhouse Manager in a period of 7 days.

All Residents using the Plantation Clubhouse Facilities are required to conduct themselves in a responsible, courteous and safe manner in compliance with all policies and rules of the District governing the Plantation Clubhouse Facilities. Violation of the District's policies and/or misuse or destruction of Plantation Clubhouse Facility property or equipment may result in the Short-Term or Long-Term Suspension of Plantation Clubhouse Facility privileges with respect to the offending Residents, to be determined at the discretion of the Board. The District may pursue further legal action and restitution in regard to destruction of Plantation Clubhouse Facility property or equipment. No person shall remove from the room or the pool deck in which it is placed or from the Plantation Clubhouse Facilities any property, equipment or furniture belonging to the District or its contractors without proper authorization. Residents shall be liable for any property damage and/or personal injury caused by them at the Plantation Clubhouse Facilities. The District reserves all legal and equitable remedies for losses due to property damage or personal injury.

#### **INDEMNIFICATION**

Each organization, group or individual using the Plantation Clubhouse Facilities shall indemnify and hold the District, and its officers, employees and agents harmless from any and all liability, claims, actions, suits or demands by any person, corporation or other entity, for injuries, death, and property damage of any nature, arising out of or in connection with the use of the Plantation Clubhouse Facilities and/or other District property, including attorneys' fees, litigation related costs, and appellate proceedings related thereto. Nothing herein shall constitute or be construed as a waiver of the District's sovereign immunity granted pursuant to Section 768.28, Florida Statutes.

The District and its agents, employees and officers shall not be liable for, and as a condition for use and access to the Plantation Clubhouse Facilities, the Residents release all such parties from claims for injury or damage to or loss of personal property or to the person, sustained by the user or any person claiming through the Residents resulting from any fire, accident, occurrence, theft or condition in or upon the District's lands, premises and/or facilities.

#### **GENERAL SWIMMING POOL RULES**

- (1) Swimming Pool use is reserved to "River Place Users" only. Use of the swimming pool requires a River Place "Key fob" and photo ID. Any and all "River Place Users" have the right to monitor the use of the Fitness Center & Spa. Reported infractions may result in suspended or revoked privileges and fines
- (2) Residents and Guests may only gain access to the pool area through the use of the assigned Key fobs(s). At any given time, a Resident may accompany up to four (4) Guests at the swimming pool.
- (3) Each household may have up to 4 guests at any one time in recreational facilities. Children under 14 years of age may not be in pool area unless accompanied by an adult.
- (4) **No lifeguard is present in the pool area. Use of the pool is at your own risk.**
- (5) No access will be allowed by a Resident before or after posted swimming pool hours. Trespassing may be prosecuted as a criminal offense and may lead to the loss of the Key Card and suspension of access to

the Plantation Clubhouse Facilities. Any person swimming during non-posted swimming hours may be suspended from using the Plantation Clubhouse Facilities pursuant to the provisions of the Suspension section below.

- (6) Pool availability may be rotated in order to facilitate maintenance of the Plantation Clubhouse Facilities, or for inclement weather. Maintenance may require the pool to be closed for one (1) full day at the discretion of the Clubhouse Manager. Depending upon the intensity of pool usage, Clubhouse Staff may close the pool for additional periods of time to facilitate maintenance and to ensure compliance with applicable Florida health codes.
- (7) 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. The changing of diapers or clothes is not allowed at pool side. Please use the restroom facility.
- (8) If any object or waste material is observed on the pool residents must alert the Clubhouse Manager.
- (9) Showers are required before entering the pools. Using shampoo soap or other beauty products is not allowed at this shower. All Residents shall wear proper swim attire while using the pool. Proper swim attire is traditional swimwear such as one-piece swimsuits, two-piece swimsuits, swim trunks and/or board shorts. Clothing including but not limited to jean shorts, athletic shorts, underwear, "thong" swimsuits and other similar items are not proper swim attire.
- (10) Pool entrances must be kept clear at all times.
- (11) Pool furniture is not to be removed from the pool area. Tables and chairs shall be put back in place after use. Do not place chairs/lounges in pool. You may not SAVE chairs when you are not in pool area.
- (12) Children under fourteen (14) years of age must be always accompanied by a Parent or adult Resident for usage of the pool facility.
- (13) Loud, profane, or abusive language is prohibited. No diving, jumping, pushing, running or other horseplay is allowed in the pool or on the pool deck area. No swinging on ladders, fences, or railings is allowed. Alcoholic beverages, guns, and glass containers are not permitted in the pool area. Pets, bicycles, skateboards, roller blades, scooters, radio-controlled watercraft, and golf carts are not permitted on the pool deck area inside the pool gates at any time.
- (14) Ear buds or headphones must be used while listening to radios or other personal audio devices at the pool.
- (15) All garbage must be deposited in the trash containers.



## Fitness Center and Spa

The Fitness Center & Spa is restricted to "River Place Users" only. The Fitness Center is available to "River Place Users" 24 hours a day, 7 days a week, 365 days a year.

The Fitness Center & Spa is restricted to persons 18 years of age and older: user must have a key fob and photo ID with them at all times when using this facility. Children between (14) years of age and (18) could use the facility when accompanied by a Parent or an adult Resident.

Any and all "River Place Users" have the right to monitor the use of the Fitness Center & Spa report infractions. Infractions may result in suspended or revoked privileges and fines.

a) Spa Hours: "**Open Dawn to Dusk**"

## PLANTATION CLUBHOUSE FACILITIES NON-RESIDENT USER FEE

- (1) Non-Resident Users may purchase an annual membership for use of the Plantation Clubhouse Facilities on a year-to-year basis. The Non-Resident User Fee is \$ 5,000, per Family, payable in advance. "Family" being defined as immediate family members residing in the same household. The rate for an individual is the same as for a Family. Upon purchase of the membership, the Non-Resident User is entitled to two (2) Key Fobs for a Family unit. Non-Resident User membership becomes effective upon the date full payment of the Non-Resident User Fee and the Non-Resident User Application are received by the District. A sample Non-Resident User Application is attached to this Plantation Clubhouse Facility Policy. To renew the membership for another year, the Non-Resident User must pay the Non-Resident User Fee on or before the expiration date of the prior term. The Non-Resident User Fee rate is subject to change from year to year based upon the costs of operation of the Plantation Clubhouse Facilities. Due to the size and capacity limitations of the Plantation Clubhouse Facilities, the number of Non-Resident Users is limited to twenty-five (25) memberships.
- (2) **Non -Resident Users** – shall observe and be subjected to the Plantation Clubhouse Policies and Procedures in the same matter as River Place Users

## GUEST PRIVILEGES

All Residents must use their key fob to enter the Plantation Clubhouse premises at all times. Members are permitted to bring a maximum of four (4) Guests per visit. Guests are not limited to a certain number of visits, so long as they are accompanied by a member. Members who have a Guest are responsible for any and all actions taken by such Guest. Violations of the Plantation Clubhouse Facility Policies by a Guest may result in suspension of that Member's privileges.

## TENANT'S PRIVILEGES

- (1) Property Owners who rent out or lease out their residential unit(s) in the District shall have the right to designate the Tenant of their residential unit(s) as the beneficial users of the Property Owners' Plantation Clubhouse Facilities privileges.

- (2) A Tenant who is designated as the beneficial user of the Property Owner’s privileges shall be entitled to the same rights and privileges to use the Plantation Clubhouse Facilities as the Property Owner and other Residents.
- (3) During the period when a Tenant is designated as the beneficial user of the Property Owner’s privilege to use the Plantation Clubhouse Facilities, the Property Owner shall not be entitled to use the Plantation Clubhouse Facilities with respect to that property, unless the Property Owner is a Guest or a paying Non-Resident User.
- (4) All Tenants are required to obtain a Key Fob from the Property Owner and register the Key-Fob with the Clubhouse Manager or buy a new Key Fob.
- (5) Tenants shall be subject to such other rules and regulations as the Board may adopt from time to time, and all policies applicable to the Plantation Clubhouse Facilities.

#### **SUSPENSION OF PRIVILEGES**

To ensure the use and enjoyment of the Plantation Clubhouse Facilities by all Residents, the following policy shall be followed for those Residents who are not adhering to the rules and regulations. This policy will be enforced and applied uniformly in a standard way to all Residents, without prejudice.

- (1) Residents and Clubhouse Staff are expected to act, at all times, in a courteous and respectful manner. A resident displaying aggressive or argumentative behaviors may be subject to immediate suspension by the Staff. Any resident who is physically or verbally abusive to other Residents or Staff or who engages in other impermissible behavior may be immediately suspended for up to twenty (20) days, without prior notice, at the discretion of the Clubhouse Manager (a “**Short-Term Suspension**”). Suspensions of a time period longer than twenty (20) days shall be determined by the Board (a “**Long-Term Suspension**”). For each rule violation, the Staff shall fill out an incident report. A sample incident report is attached to this Plantation Clubhouse Facility Policy.
- (2) At the discretion of Clubhouse Staff, children between the ages of fourteen (14) and eighteen (18) years old who violate the rules and policies may be expelled from the facility for one (1) day. Upon such expulsion, a written incident report shall be prepared detailing the name of the child, the prohibited act of offense committed and the date. This report will be kept on file with the District. Any child who is expelled from the facility three (3) times in a one (1) year period, shall, until the child reaches the age of eighteen (18), only be entitled to use the facility if accompanied by a Parent or adult Resident at all times.
- (3) All other rule violations shall be handled by the Clubhouse Manager and/or Staff in the following manner:

1<sup>st</sup> Violation: Verbal Warning

2<sup>nd</sup> Violation: Written Warning

3<sup>rd</sup> Violation: 1-to-20-day Short-Term Suspension

Multiple violations and/or impermissible behavior: Referral to the Board for suspension.

- (4) Residents' Plantation Clubhouse Facility privileges may be subject to a Short-Term Suspension or Long-Term Suspension by the Board, to be determined at the Board's discretion, if a resident behaves in a manner described below in this non-exhaustive list of impermissible behavior:
- Permits unauthorized use of his or her assigned Key Fob by another person
  - Exhibits unsatisfactory behavior, manners or appearance
  - Fails to abide any portion of the Plantation Clubhouse Facility Policies
  - Treats the Clubhouse Staff in an unreasonable or abusive manner
  - Engages in conduct that is improper or likely to endanger the welfare, safety or reputation of the District, the Plantation Clubhouse Facility or Clubhouse Staff.
- (5) Any Resident receiving a notice for rules violation will have the violation removed if they receive no further violations within a ninety (90) day period following the notification. If the member corrects the situation which is a violation on the spot, then no notice (oral or written) will be issued.
- (6) In any disciplinary case coming before the Board for suspension of Plantation Clubhouse Facility Privileges or an appeal of a Short-Term Suspension, the suspension hearing or appeal will be conducted as follows:
- At least ten (10) days in advance of the Board meeting, the District Manager will provide mailed written notice to the affected resident, as appropriate, stating the date, time and place for the suspension or appeal hearing.
  - At the meeting, the District Manager or Clubhouse Manager/ Staff shall describe the relevant events and occurrences surrounding the alleged violation, present evidence and incident reports related to the violation, and any history of violations.
  - The affected resident (and Property Owner in the case of a minor, immediate family or Tenant) shall be entitled to respond and present a rebuttal and relevant evidence to the Board.
  - The Board shall deliberate and deliver a ruling. The Clubhouse Manager shall notify the offender of the results of the appeal.
- (7) Non- resident users are subject to all the rules and regulations that residents are subject and are listed on the General Plantation Clubhouse Polices.

### **Rental Polices, Procedures and Fees**

The River Plantation House Facility Available for Rent is The Gathering Room

- I. **Main Gathering Room: Maximum # of occupants permitted: 78**

Gathering Room renters are welcomed to use the pantry, kitchen and front porch. Gathering Room renters are not permitted to use Swimming Pool, Fitness Center, and poolside furnishings or Spa. "Party" functions may require an onsite monitor @ \$40 per hour subject to change.

- **River Place Users**  
\$250 deposit (refundable)  
\$150 non-refundable rental fee for up to 4 hours continuous use (includes cleaning service)  
Additional hours may be requested and will be subject to approval by Clubhouse Manager.  
Additional fee may be added per current rates determinate by the Board and subject to change.  
Hourly \$37.50 (\$150/4).
- **General Public Users**  
\$250 deposit (refundable)  
\$1,750 non-refundable rental fee for up to 4 hours continuous use (includes cleaning service)  
Additional hours may be requested and will be subject to approval by Clubhouse Manager.  
Additional fee may be added per current rates determinate by the Board and subject to change.  
Hourly \$437.50(\$1,750/4).
- **Non-Resident users** with valid membership, will be charged as river place users fees for rentals.

**Rental of the Gathering Room does not entitle guests to swim in the pool or use the deck area and pool rest rooms.**

## II. To reserve the Gathering Room

- (1) Contact the River Place Clubhouse Manager, well in advance of your function date. The River Place Clubhouse Manager will contact you thereafter.
- (2) All dates are reserved on a first come, first serve basis except in the case of a simultaneous Application submission by a "River Place User" and a "General Public User" for the same date. In which unlikely situation, a "River Place User" will have first preference over a "General Public User".
- (3) The portion of the facility to be rented is deemed "rented" when the Management Company, acting as Manager, is in receipt of the following:
  - A River Plantation House Rental Application & Rental Agreement, signed by a qualified applicant or renter.
  - A check in the amount of the deposit.
  - A check in the amount of the rental fee. Please refer to the "Schedule of Fees", pages 1 & 2, for specific check amounts.
  - The check for the deposit will be cashed upon receipt and a new check will be issued by River Place on the St. Lucie CDD within thirty (30) days after the use and inspection of that portion of the facility being rented.
  - The rental fee and deposit must be received at least ten (10) days in advance of the function to allow time for bank clearance of the checks. In situations where there is insufficient advance notice of the

rental to allow for such check clearance, cashier's checks, certified checks or money orders will be required.

- Checks and money orders are made payable to: "River Place on the St. Lucie CDD". Cash may not be accepted under any circumstances.

- (4) Renter's access to the Plantation Clubhouse will be determined and schedule by the Clubhouse Manager as well as inspection before and after the event on a timely matter as he deems appropriate.
- (5) Disqualification - The Renter or Applicant, a "River Place User" or "General Public User", must be 21 years of age or older to rent any portion of the facility. Such Renter may be denied rental of the facility for the following reasons:
  - History of damage to the facility or other River Place community infractions by the renter or others who would be attending the function;
  - History' of negligence concerning River Place community rules and regulations by the renter or others who would be attending the function;
  - The nature of the event may be disruptive to or compromise the integrity, peace and enjoyment of the immediate neighborhood or be incompatible with the River Place community in general;
  - Other reasons deemed substantial by the Board of Supervisors of the CDD, the District Manager of the CDD, Clubhouse Manager or Board of Directors for River Place on the St. Lucie Property Owner's Association, Inc.;
- (6) Community Functions: River Place Community Functions can be hosted only by the District or the District in conjunction with POA. A River Place community function or activity, defined as a planned or spontaneous event open to any and all "River Place Users", does not require a rental fee or deposit. However, a signature of a responsible "River Place User", "is required to ensure the facility is cleaned after use, locked up properly, and the User is responsible for any and all damages to the premises or furnishings therein.
- (7) Decorations: No adhesive tape, pins or tacks may be used on walls, ceilings, floors or furnishings anywhere in River Plantation House.
- (8) Facility Hours: The facility being rented is available for private functions between the hours of 8:00am and 12:00 am. If earlier access is needed for set up, a 2-hour set up time can be arranged if there is no conflicting function. All evening functions must be over by 12:00 am.
- (9) Non-rental Holidays: Reservations will not be taken for private functions on the following holidays in order to make the facilities available for "River Place Users" as a group: New Year's Eve and any other holiday to be determined by the Board of Directors of the POA or the Board of Supervisors of the CDD.
- (10) Locking the Facility: The facility must be locked, doors and windows, when departing. Failure to lock the facility may result in forfeiture of the entire deposit
- (11) Alcohol Sales: Under no circumstances shall alcohol be sold at any function. Functions and Events with requested Alcohol will need a monitor present. River Place Users could be listed as a monitor, General Public Users will need to pay for a monitor provided by the District.
- (12) After the Function: The Renter or Applicant is responsible for removing the trash from the premises or displace it on specific bins as directed by Clubhouse Manager. Failure to do the directed will result in forfeiture of all or part of the deposit.

- (13) Cleaning-up & Inspection: All decoration must be removed at the conclusion of the function. All furniture must be left at its original place. Renter should carefully inspect the premises. The Renter should note on the "*Cleaning & Usage Checklist*" any missing, soiled or damaged items, other than those already inventoried and noted. In the event the Renter determines there are missing, soiled or damaged items in addition to those already noted on the inventory list, the Renter should contact the River Place Clubhouse Manager by email or phone to report such incidents prior to the function. After the function and following cleanup of the facility, the Renter must leave a copy of the checklist with notations on the kitchen countertop. The Clubhouse Manager is responsible for checkout after the function and will review the checklist, inspect the facility and process the deposit refund
- (14) Security Deposit Refund: Security Deposit refunds, in total or in part, will be returned by mail once the completed inspection report from the Clubhouse Manager has been received by the CDD 's District Manager. If the facility that was rented was left in acceptable condition, no damage or loss has occurred, and there have been no infractions of facility usage rules, the total deposit will be refunded.