

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

Amended and Restated Plantation House
Facility Rules

Effective: January 18, 2024

(Resolution 2024-05, adopted January 18, 2024)

RIVER PLACE OF THE ST. LUCIE COMMUNITY DEVELOPMENT DISTRICT

AMENDED AND RESTATED PLANTATION HOUSE

FACILITY RULES

A. DEFINITIONS

“Annual Member” – shall mean any person or persons not owning property in the District who is paying the Annual Member Fee to the District for use of the Clubhouse Facilities.

“Annual Member Fee” – shall mean the fee established by the District pursuant to Section 190.035, Florida Statutes, for any person who is not a River Place Member and wishes to become an Annual Member of the Clubhouse Facilities. The amount of the Annual Member Fee is as set forth in the Fee Schedule and is subject to periodic changes by resolution of the Board.

“Board” – shall mean the Board of Supervisors of the River Place on the St. Lucie Community Development District.

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

“Clubhouse Facilities” – shall mean the Clubhouse building, the Pool, the Spa, the Fitness Center, the Office, and appurtenant facilities.

“Clubhouse Manager” or “Clubhouse Staff” – shall include the Clubhouse Manager, District Manager, Field Manager and their respective staff or that person or firm, whether paid or volunteer, so designated by the Board, including their respective employees.

“Clubhouse Property” – shall mean the Clubhouse, as well as the clubhouse parking lot and any adjacent areas such as sidewalks, walkways, and other facilities and improvements located on the Clubhouse parcel.

“District” – shall mean the River Place on the St. Lucie Community Development District, a local unit of special purpose government established and operating pursuant to Chapter 190, Florida Statutes.

“District Property” or “District Facilities”– shall mean all property owned by the District or which the District has a property interest in, including, but not limited to, the preserves, open space areas, including the trails, recreational areas, including the canoe/kayak and boat launches, the Clubhouse, the Clubhouse Facilities, the Clubhouse Property.

“District Manager” – shall mean the professional management company with which the District has contracted to provide management services to the District, as well as those employees of the professional management company assigned to provide such services to the District.

“Fee Schedule” – shall mean the current schedule of rates, charges, and fees established and amended from time to time by resolution of the Board pursuant to Section 190.035, Florida Statutes.

“General Public User” – shall mean an individual or entity not owning or leasing property within the boundaries of the District.

“Guest” – shall mean any person or persons who are invited by a River Place Member or Annual Member to participate in the use of the Clubhouse Facilities or District Facilities.

“Key” – shall mean a keypad code, the metal key, access card, electronic fob, or other device distributed by the District through the Clubhouse Manager or Clubhouse Staff to River Place Members or Annual Members to access the Clubhouse, Clubhouse Facilities, and District Facilities.

“Member” – shall mean a River Place Member, an Annual Member, and their respective immediate family members residing with them in the same household unit. Members are obligated to use the Clubhouse and the District Facilities in a lawful manner and in accordance with the River Place Rules.

“Plantation House Rental Policies and Procedures” – shall mean those policies and procedures established and amended from time to time by resolution of the Board, and pertaining to rentals of the Gathering Room at the Clubhouse and the use or rental of certain District Facilities.

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

“Rental Agreement” – shall mean the River Place Plantation House Rental Application and Rental Agreement, as amended from time to time by resolution of the Board.

“Rental Fee and Deposit” – The Rental Fee is a non-refundable fee charged in exchange for private or exclusive use of a portion of the Clubhouse Facilities. The Pool & Spa, the Fitness Center, and the Office are specifically excluded from rental. The deposit is required as security for damages; extraordinary wear and tear on the property, facilities, or furnishings; cleaning to the standards of the Clubhouse; and for violation(s) of River Place Rules, the Plantation House Rental Policies and Procedures, or terms of the Rental Agreement. The Rental Fee(s) and Deposit(s) amounts assessed by the District are as set forth in the Fee Schedule.

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

“River Place on the St Lucie Rules” or “River Place Rules” – shall mean these River Place on the St. Lucie Community Development District Amended and Restated Plantation House Facility Rules, including without limitation, Pool & Spa rules, Clubhouse rules, Fitness Center rules, Clubhouse parking lot rules, rules governing District Facilities, and other directives given by the Board of Supervisors, as the same are amended from time to time.

"River Place Member" – shall be eighteen (18) years of age or older (exempting immediate family members residing in the same household unit), and shall include the following:

- a. Residential Property Owners and those residents and Tenants (designated by a Residential Property Owner) residing within the boundaries of the District, and their respective immediate family members;
- b. River Place Plaza Owners (Parcel N) of River Place Plaza;
- c. River Place G, H and I Parcel Property Owners; and

"Tenant" – shall mean any person lawfully residing in a Property Owner's residential home (excludes Parcel I) located within the District and pursuant to a valid rental or lease agreement.

GENERAL PLANTATION CLUBHOUSE RULES

B. GENERAL PLANTATION CLUBHOUSE PROVISIONS

- (1) The Board reserves the right to amend or modify these River Place Rules, the Plantation House Policies and Procedures, and the Fee Schedule when necessary and shall do so in accordance with the requirements of Chapter 190, Florida Statutes, as amended from time to time. The District Manager shall post the then-current version of the River Place Rules, the Plantation House Rental Policies and Procedures, and the Fee Schedule on the District's website.
- (2) The Board, the District Manager, the Clubhouse Manager, and the Clubhouse Staff shall have full authority to enforce the River Place Rules.
- (3) Disregard for or violating of any of the River Place Rules may result in suspension of River Place Clubhouse Facility privileges.
- (4) Members and their Guests and General Public Users and their Guests shall treat the District Manager and all Clubhouse Staff and other persons who are at the Clubhouse Facilities with courtesy and respect. Disrespect for persons or property is cause for immediate removal from the premises and suspension of privileges.
- (5) Members and their Guests must use their assigned Key to enter and use the Clubhouse Facilities. Members may not share their Key(s) with unauthorized persons, including any Guests not accompanied by a Member. The use of keys by non-Members shall be a violation of this section.
- (6) Upon closing on the purchase of a household unit within the District and upon payment of the New Key Fee as set forth in the Fee Schedule, no more than two (2) Keys per household unit will be issued to the River Place Member identified as the Property Owner in the records maintained by the St. Lucie County Property Appraiser or by deed recorded within the last 30 days in the Public Records of St. Lucie County, Florida. Upon payment of the Annual Member

Fee and the New Key Fee as set forth in the Fee Schedule, no more than two (2) Keys per Annual Membership will be issued to the Annual Member identified as such on the Annual Member Application. For those River Place Members that are identified as legal entities, Keys will only be issued to the President or the Vice President of the entity, or to a person designated by corporate resolution of said entity. The District may require proof of property ownership or authority on an annual basis. All Members must use their Key for entrance to the Clubhouse and shall be required to present their Key when using the Clubhouse Facilities and as requested by Clubhouse Staff. Notwithstanding anything to the contrary, Members shall not be in possession of more than two (2) Keys per household or membership, as the case may be. No more than one (1) membership is permitted for each household unit within the District.

- (7) Lost, Damaged or Stolen Key Fee. Members will be charged the Replacement Key Fee, as set forth in the Fee Schedule, to obtain a replacement Key. Residents must contact the Manager for instructions on how to obtain a replacement Key and to initiate the replacement process. Damaged Keys must be mailed or delivered to the Clubhouse Manager's office prior to obtaining a replacement. All lost or stolen Keys will be permanently deactivated for security reasons.
- (8) Children under fifteen (15) years of age and using the Clubhouse Facilities shall be accompanied at all times by a responsible adult.
- (9) Alcoholic beverages shall not be sold at the Clubhouse Facilities at any time. Alcoholic beverages may be served at approved events, provided that previous authorization has been obtained from Clubhouse Staff and monitoring policies are established and adhered to. **NO ALCOHOLIC BEVERAGES whatsoever are permitted or allowed in the Pool Area, the Fitness Center, or Clubhouse parking lot, sidewalks, or turf areas at any time.**
- (10) Dogs and all other pets, with the exception of "service animals" assisting a Member or Guest or "service animals in training" as defined by Florida law (Section 413.08, Florida Statutes), are not permitted anywhere on or within the Clubhouse Facilities.
- (11) Landscaping Clearance. Any tree, branch, plant, shrub, or other landscaping that overhangs a roadway, sidewalk, or District pavement surface shall be maintained by the adjacent property owner so that there is a twelve (12') foot minimum clearance between the roadway, sidewalk, or pavement surface and the bottom of the canopy of such overhanging tree, plant, shrubs, or other landscaping.
- (12) Parking, Generally
 - (a) Except as otherwise provided in this Section B (12), overnight parking is prohibited on all District streets, roadways, thoroughfares, or rights-of-way, except in those areas expressly designated for public parking and in accordance with these River Place Rules. The overnight hours when parking is prohibited may be specifically determined and established by the resolution of the Board. This subsection B(12)(a) shall cease to be effective on July 1, 2024, unless the Board approves a resolution to extend its validity.
 - (b) Marked law enforcement vehicles are exempt from the parking rules prohibiting overnight on-street parking, provided that such marked law enforcement vehicles are parked on the

paved roadway. Absolutely NO PARKING is permitted on Lazy River Parkway, or on or over curbs, sidewalks, or on the grass of any District road rights-of-way, or in any way that blocks the normal flow of pedestrian or vehicular traffic or which would block the ingress or egress of trucks and emergency vehicles or require such vehicles to leave the paved surface to pass.

- (c) Parking is prohibited upon or within all non-paved District property including but not limited to, District-owned greenspace areas and landscaped areas within or adjacent to any District right-of-way. This prohibition is applicable to all vehicles and trailers and shall remain in effect twenty-four (24) hours per day, seven (7) days per week. Any vehicle or trailer parked in violation of this section shall be subject to towing without notice or warning.
- (d) Any unattended vehicle (including trailers) more than twenty-two (22") feet in length or twelve (12") feet in height (measured from grade) parked at any time on District streets, roadways, thoroughfares, or rights-of-way, or at District Parking Areas shall be subject to towing at the owner's expense immediately and without any warning.
- (e) No vehicle maintenance or repair shall be permitted over or on any portion of the District road rights-of-way or property, or District Facilities.
- (f) Anyone operating a motor vehicle upon District road right-of-way shall do so in accordance with the City of Port St Lucie and/or St Lucie County Code of Ordinances, Florida law, parking.
- (g) Improperly parked vehicles will be subject to immediate towing or booting at the vehicle owner's expense.
- (h) Clubhouse Parking. All vehicles (including, but not limited to, cars, trucks, trailers, motorcycles, golf carts, bicycles) must be parked in designated parking areas or parking lots. Vehicles shall not be parked on the driveway of the front entrance to the building, except for loading and unloading with a driver in attendance of the vehicle. Vehicles parked at District Parking Areas shall be parked within spaces designated or marked for vehicular parking. No trucks, commercial vehicles, recreation vehicles, campers, derelict automobiles, boats, or trailers shall be parked in the District Parking Areas. Except as otherwise provided in this Section B(12), or if attending a District Board of Supervisors meeting or Clubhouse Event and parked at the Clubhouse Parking Area, parking at the District Parking Areas is limited to six (6) consecutive hours in a particular parking space. The overnight hours when parking is prohibited may be specifically determined and established by the resolution of the Board.. Vehicles parked overnight without permission shall be subject to towing or booting at the vehicle owner's expense. The exception to this provision is that parking is allowed in the north parking lot for Members (and their guest) using the gym during the hours when the gym is open for use by Members.
- (i) On-Street Overnight Parking Exceptions.

As an exception to the parking restrictions set forth in Section B(12), overnight temporary parking by vehicles (excluding trailers) is permitted, provided a temporary overnight parking permit is secured from the District as follows:

1. The owner of the vehicle has requested, at least two (2) business days in advance, a temporary on-street overnight parking permit from the District Manager of the District by making such request via email to the email address(es) listed on the District's website at www.riverplacecdd.com for making such requests; and
 2. The vehicle shall have a current license tag and registration sticker, and the vehicle shall be in operable and drivable condition, including having all tires inflated; and the Registered owner shall have current automobile insurance as required by Florida law, and the vehicle is registered with the State of Florida to an address located within the boundaries of the District; and
 3. Pursuant to this section of the Rules, the District Manager, or his or her designee, shall have the discretion to grant or deny temporary overnight parking permits with conditions he or she deems appropriate depending on the time of year, day of the week, roadway conditions, and the request of the applicant. The District Manager has the authority to grant up to two (2) temporary overnight parking permits for no more than five (5) consecutive nights, per calendar year, per residential lot. Temporary overnight parking permits shall be conspicuously displayed on the front dashboard inside the vehicle for which the temporary permit was granted.
- (j) Overnight Clubhouse Parking. The District Manager, or his or her designee, shall have discretion to grant or deny overnight Clubhouse parking permits with conditions he or she deems appropriate depending on the time of year, day of the week, events scheduled at the clubhouse, availability, and the request of the applicant. Overnight Clubhouse parking permits shall be conspicuously displayed on the front dashboard inside the vehicle for which the temporary permit was granted. Overnight Clubhouse Parking is allowed on a temporary basis under the following conditions and subject to an overnight Clubhouse parking permit having been issued by the District Manager or designee as provided herein:
1. The owner of the vehicle has requested, at least two (2) business days in advance, a temporary overnight Clubhouse parking permit from the District Manager of the District by making such request via email to the email address(es) listed on the District's website at www.riverplacecdd.com for making such requests; and
 2. Owner's name, address, phone number, vehicle license plate number, and vehicle description, along with the date(s) requested shall be provided to the Clubhouse Manager prior to parking overnight; and
 3. The vehicle shall have a current license tag and registration sticker, and the vehicle shall be in operable and drivable condition, including having all tires inflated; the registered owner shall have current automobile insurance as required by Florida law, and the vehicle is registered with the State of Florida to an address located within the boundaries of the District.
- (k) The enforcement of these parking rules may be suspended in whole or in part for specified periods of time, as determined by the District.
- (13) Fireworks of any kind are prohibited anywhere at the Clubhouse Facilities and Clubhouse Property.

- (14) **SMOKING PROHIBITED.** Smoking and the use of smokeless tobacco products, including e-cigarettes and vaping products, is strictly prohibited at all times on or within the Clubhouse Facilities.
- (15) Except for designated parking areas and paved roadways, motorized off-road bikes, vehicles, scooters, and ATVs are prohibited on District Property, including, but not limited to, the Clubhouse Property, the landscaped areas, trails, and preserves. Only motorized vehicles and other means of transportation owned and operated by the District, if any, are permitted on District Property for maintenance purposes.
- (16) Skateboarding is prohibited on Clubhouse Property.
- (17) Archery of any form, shooting of any form, including, but not limited to, from a paintball, airsoft, or other gun, hunting, hatchet throwing, and other high-risk activities involving projectiles are prohibited on District Property unless approved by the Board under limited circumstances.

C. LOSS OR DESTRUCTION OF PROPERTY OR INSTANCES OF PERSONAL INJURY

Any Member or any other person who makes use of the District Property, Clubhouse Facilities, or Clubhouse Property for any purpose whatsoever does so at their 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.

Members and all other users of the Clubhouse Facilities are solely responsible for any personal property brought onto the Clubhouse Facilities or District Property. The District is not responsible for the loss of, theft of, or damage to any personal property used or brought onto the District Property or Clubhouse Property or into the Clubhouse Facilities.

All Members using the 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 Clubhouse Facilities, including the Amended and Restated Plantation House Facility Rules, as amended from time to time, the Plantation House Rental Policies and Procedures, and any applicable Rental Agreement. Violation of any of the District's rules or policies and/or misuse or destruction of Clubhouse Property, Clubhouse Facility property or equipment, or District Property or improvements may result in the suspension of Clubhouse Facility and District Facility privileges with respect to the offending Member(s). The District may pursue further legal action and restitution in regard to the destruction of Clubhouse Property, Clubhouse Facility property or equipment, or District Property. No person shall remove from the room or the pool deck in which it is placed or from the Clubhouse Property or Clubhouse Facilities any property, equipment, or furniture belonging to the District or its agents or contractors without proper authorization. Members shall be liable for any property damage and/or personal injury caused by them or their immediate family members or Guests. The District reserves the right to pursue all legal and equitable remedies for losses due to property damage or personal injury.

D. INDEMNIFICATION

Each organization, group, or individual using the Clubhouse Facilities or District 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 Clubhouse Facilities and/or other District Facilities, 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 Clubhouse Facilities or District Facilities, the Members and all users of the Clubhouse Facilities and District Facilities 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 Member resulting from any fire, accident, occurrence, theft or condition in or upon the District's lands, premises and/or facilities.

E. GENERAL SWIMMING POOL & SPA RULES

- (1) Swimming Pool & Spa ("Pool & Spa") use is reserved for Members and their Guests only. Use of the swimming pool requires a Key and photo ID. Any and all Members have the ability to monitor the use of the Pool & Spa in accordance with the River Place Rules. Reported infractions may result in suspended or revoked privileges.
- (2) Members and their Guests may only gain access to the fenced pool area through the use of the assigned Key(s). At any given time, a Member may be accompanied by no more than four (4) Guests at the pool area. Guests may not be unaccompanied. The pool area is under 24-hour passive surveillance. Swimming pool bathing load: 101 persons.
- (3) Pool & Spa hours: Dawn to Dusk unless otherwise posted. Persons entering or remaining in the pool area after closing will be trespassing and subject to arrest and prosecution. Clubhouse Staff may close the pool at their discretion as necessary to facilitate maintenance, to ensure compliance with applicable Florida health codes, and in anticipation of adverse weather conditions. The Pool & Spa shall be considered closed, even if not so posted, in the event of lightning, thunderstorms, or adverse weather conditions in the area. For personal safety, in the event of lightning, thunderstorms, or adverse weather conditions, all those using the swimming pool or spa or present in the fenced pool area shall immediately exit the pool area.

Any person swimming or using the Pool & Spa between Dusk and Dawn or when the Pool & Spa has been closed by Clubhouse Staff may be suspended from using the Clubhouse Facilities.

- (4) **NO DIVING.** Diving in the swimming pool is strictly prohibited. Maximum depth: 6.5 feet.
- (5) **No lifeguard is present in the pool area. Use of the Pool & Spa is at your own risk.**
- (6) **No food, alcohol, or drinks other than commercially bottled water are permitted within the fenced pool area.**

- (7) Do not drink or swallow the pool water.
- (8) **Glass and animals** of any kind, other than service animals as defined in these River Place Rules are prohibited within the fenced pool area.
- (9) All children under the age of four (4) or any child not potty-trained must wear snug-fitting plastic pants or a water-resistant swim diaper in order 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 poolside. Please use the adjacent restroom facility.
- (10) **Children under fifteen (15) years of age and within the fenced pool area shall always be accompanied by a responsible adult eighteen (18) years of age or older. Children under five (5) years of age are prohibited from using the Spa.**
- (11) If any hazardous or dangerous object or waste material is observed in or around the pool, Members should alert Clubhouse Staff or call 9-1-1 as appropriate.
- (12) **Showers are required** before entering the Pool & Spa. Using shampoo soap or other beauty products is strictly prohibited at this shower. Adding chemicals of any kind to the pool or spa is grounds for immediate suspension of privileges and may result in additional legal remedies and damage costs.
- (13) All Residents shall wear **proper swim attire** while using the Pool & Spa. 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.
- (14) Pool entrances, gates, and doorways must be kept clear at all times.
- (15) Pool furniture is not to be removed from the pool area. Furniture shall be put back in place after use. Do not place chairs/lounges in the pool. You may not SAVE chairs when you are not in the pool area.
- (16) Loud, profane, or abusive language within the pool area is prohibited.
- (17) No Horseplay. No diving, jumping, pushing, running, or rowdy behavior is allowed in the Pool & Spa or on the pool deck area. No swinging on ladders, fences, or railings is allowed. Respect for other pool patrons is tantamount and expected.
- (18) Prohibited items: Guns, knives, drones, skateboards, roller blades, scooters, radio-controlled watercraft, and golf carts are not permitted inside the fenced pool area at any time.
- (19) Ear buds or headphones must be used while listening to or using radios or other personal audio devices while within the fenced pool area.

(20) All garbage shall be deposited in the trash containers. If you make a mess, clean it up.

F. FITNESS CENTER RULES

- (1) The Fitness Center is restricted to Members and their permitted Guests only. One Guest is permitted per Member user when accompanied by such Member.
- (2) Children between fifteen (15) and eighteen (18) years of age may use the Fitness Center facility when accompanied by a responsible adult eighteen (18) years of age or older, provided that the parent of the child has completed a permission/waiver form, which form may be obtained by contacting the Clubhouse Manager or by printing the form from the District's website. Children under the age of fifteen (15) are prohibited from utilizing the Fitness Center and the equipment therein.
- (3) The Fitness Center is open during those hours established by the Board in its discretion unless closed at the discretion of the Clubhouse Manager for necessary repairs and maintenance. The Fitness Center is under 24-hour passive video surveillance.
- (4) Fitness Center Rules.
 - a. No alcohol, glass, breakable items, or food is allowed in the Fitness Center.
 - b. Athletic clothing only, no bathing suits or bare feet. Shirts and closed-toed shoes are required.
 - c. No horseplay.
 - d. Music/audio must be played through earbuds or headphones only.
 - e. Proper use of equipment is the responsibility of user.
 - f. Know your physical limitations. Work out at your own risk.
 - g. Return equipment to its proper location. Report broken or damaged equipment to Clubhouse Staff.
 - h. Wipe down equipment after each use.
 - i. Limit equipment use to thirty (30) minutes if someone is waiting.
 - j. Clean up after yourself and turn off the lights and fans within the Fitness Center.

Infractions or violations of the above may result in suspended or revoked privileges and damage repair costs.

G. PLANTATION CLUBHOUSE FACILITIES AND DISTRICT FACILITIES ANNUAL MEMBER FEE

- (1) Annual Members may purchase an annual membership for use of the Clubhouse Facilities and certain District Facilities (the trails, the canoe/kayak launch, and the boat launch) on a year-to-year basis. The Annual Member Fee is a **per-family fee**, payable in advance, in the amount set forth in the Fee Schedule. "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 Annual Member is entitled to receive two (2) Keys for a Family unit upon the payment of the fee(s) set forth in the Fee Schedule. Annual Member membership becomes effective upon the date full payment of the Annual Member Fee and the completed Annual Member Application are received by the District. An Annual Member Application may be obtained by contacting the Clubhouse Manager or by printing the application from the District's website. To renew the membership for another year, the Annual Member must pay the Annual Member Fee on or before the expiration date of the prior term. The Annual Member Fee rate is subject to change from year to year based on the costs of owning, operating, and maintaining the Clubhouse Facilities. Due to the size and capacity limitations of the Clubhouse Facilities, the number of Annual Members is currently limited to twenty-five (25) memberships. The number of annual memberships available may be increased by resolution of the Board of Supervisors.
- (2) Annual Members shall observe and be subjected to the River Place Rules in the same manner as River Place Members.

H. GUEST PRIVILEGES

- (1) All Members must use their Key to enter the Clubhouse Facilities at all times.
- (2) Members are permitted to bring a maximum of four (4) Guests per visit to the Clubhouse Facilities; however, Members are restricted to one (1) Guest per visit to the Fitness Center.
- (3) Guests are not limited to a certain number of visits, so long as the Guest is accompanied by a Member while using the Clubhouse Facilities.
- (4) Members who bring a Guest are responsible for any and all actions taken by such Guest. Violations of the River Place Rules by a Guest may result in suspension of that Member's Clubhouse Facility and District Facility privileges. Any person allowing an unauthorized person (not accompanied by a Member into the Clubhouse Facilities, not possessing a Key or not a Member) shall be the responsibility of the person allowing entry. Allowing unauthorized entry into the Clubhouse Facilities or those District Facilities requiring a key may result in the suspension of the Member's privileges to utilize such Facilities.

I. TENANT'S PRIVILEGES

- (1) Property Owners who rent or lease their residential unit(s) in the District may designate the Tenant of their residential unit(s) as the beneficial users of the Property Owners' Clubhouse Facilities privileges. Tenant privileges shall end upon termination of the Tenant's lease with the residential Property Owner. Clubhouse Staff may request proof of a current and valid lease at any time.

- (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 Clubhouse Facilities and District Facilities as the Property Owner and other Members.
- (3) During the period when a Tenant is designated as the beneficial user of the Property Owner's privilege to use the Clubhouse Facilities, the Property Owner shall not be entitled to use the Clubhouse Facilities with respect to the property that is the subject of the residential lease with Tenant, unless the Property Owner is a Guest or an Annual Member.
- (4) All Tenants are required to obtain a Key from the Property Owner and register all Keys with the Clubhouse Manager or purchase a new Key.
- (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 Clubhouse Facilities and the District Facilities, including, but not limited to, the River Place Rules.

J. SUSPENSION OF PRIVILEGES

- (1) To ensure the use and enjoyment of the Clubhouse and the Clubhouse Facilities and the District Facilities by all Members and their Guests, the following policy shall be followed for those who are not adhering to the River Place Rules, the Plantation House Rental Policies and Procedures, any applicable Rental Agreement, and all other adopted policies, rules, and regulations of the District. These policies will be enforced and applied uniformly in a standard way to all River Place Members, Annual Members, and Guests, without prejudice.
- (2) Basis For Suspension. Membership rights, privileges with respect to the use of certain District Facilities, and Clubhouse Facilities privileges of any Member or Guest may be suspended by any member of the Clubhouse Staff (each, a "Manager" for purposes of this section related to Suspension of Privileges) if, in his or her sole judgment and discretion, he or she finds and determines that:
 - a. the person has submitted false information to the District relating to the use of the District Facilities, the Clubhouse Property, or the Clubhouse Facilities; or
 - b. the person has violated one or more of these River Place Rules, the Plantation House Rental Policies and Procedures, a Rental Agreement, or another other policy, rule, or regulation of the District; or
 - c. the person has injured or harmed or threatened to injure or harm any other person within the District Property, the Clubhouse Property, or Clubhouse Facilities, or has harmed, destroyed, or stolen any personal property in or on the District Property, Clubhouse Facilities or surrounding area whether belonging to a third party or to District; or
 - d. the person is under the influence of alcohol or drugs; or

- e. the person has exhibited rude, inappropriate behavior, manners, or language, shown willful disrespect towards or been abusive to others, including Clubhouse Staff; or
- f. the person has permitted the unauthorized use of a Key; or
- g. the person has engaged in conduct that is improper or likely to endanger the welfare, safety, or reputation of the District or the Clubhouse, its Clubhouse Manager, or other patrons using the Clubhouse Facilities or District Facilities; or
- h. the person has been determined to violate Florida law or municipal ordinance related to noise, drug use, alcohol use, or criminal behavior; or
- i. the person has failed to pay for damages owed to the District, which damages were caused by or are the responsibility of that person after having been provided with a reasonable time (not exceeding 20 days) to do so.

(3) Types of Suspension. The Manager may restrict or suspend, for cause or causes described in the preceding section, privileges of any person to use any or all of the Clubhouse Facilities and designated District Facilities, for such period of time as reasonably determined by the Manager. Such a suspension prohibits said person(s) from using the Clubhouse Facilities or the designated District Facilities as a Guest or otherwise. In addition, the Manager may suspend some membership rights while allowing a Member to continue to exercise other membership rights. For example, the Manager may suspend the rights of a particular Member (and/or immediate family member or Guest), or the Manager may prohibit a Member (and/or immediate family member or Guest) from using the pool or other particular Clubhouse Facilities. No person whose Membership privileges have been fully or partially suspended shall on account of any such restriction or suspension be entitled to any refund of any non-ad valorem special assessments, Annual Member Fee, or any other fees and charges associated with the privilege to use the Clubhouse Facilities or certain District Facilities. During the restriction or suspension, non-ad valorem special assessments, Annual Member Fees, and any other applicable fees and charges shall continue to accrue and be payable for each applicable billing period. Under no circumstance will a person be reinstated until all amounts, including for any damages incurred, due to the District are paid in full.

(4) Effective Date of Suspension. Suspensions are effective when imposed by the Manager. Within three (3) business days of the effective date of a suspension imposed by the Manager, the Manager shall provide notice and an opportunity to be heard by the District Manager to the person suspended. If the person does not submit a request to be heard in writing within ten (10) business days of the effective date of the suspension, the right to appeal the suspension to the District Manager shall be deemed forfeited. After hearing this initial appeal, the District Manager may reduce the suspension or uphold the initial suspension imposed. At the discretion of the District Manager, any appeal pursuant to this subsection (4) may be conducted via videoconferencing technology.

(5) Appeals to the Board of Supervisors. Any person suspended by the Manager pursuant to this section may also appeal such suspension to the Board. Appeals to the Board must be in writing and shall be filed with the District Manager within thirty (30) days of the date of the suspension letter received from the Manager. The Board will then schedule the appeal to be heard during the next regularly scheduled public meeting of the Board. Appeals filed within five (5) business

days of the next regularly scheduled Board meeting will be heard at the Board meeting following the next regularly scheduled Board meeting. During the meeting of the Board in which the appeal is to be heard, the person or persons suspended shall appear in person before the Board or the appeal shall be dismissed. The Board shall have the power to reduce, remove, or impose conditions related thereto, but not increase the length of the suspension.

K. RENTAL OF GATHERING ROOM AT THE RIVER PLACE CLUBHOUSE; RENTAL OF DISTRICT FACILITIES.

The rental of the Gathering Room at the River Place Clubhouse and the rental and usage of the RV/Boat Storage Lot, and the Canoe/Kayak and Power Boat Launch are governed by the Plantation House Rental Policies and Procedures, as amended from time to time by resolution of the Board. Rental and use fees and charges are as set forth in the Fee Schedule. The Plantation House Rental Policies and Procedures and the Fee Schedule are available online at the District's website or upon request to the Clubhouse Manager.

L. RULES GOVERNING OTHER DISTRICT FACILITIES.

- (1) No vessel or watercraft, including, but not limited to, boats, canoes, kayaks, paddle boards, or floats shall be utilized within the District lakes. Those persons on such a vessel or watercraft shall be considered as trespassing on District Property. Notwithstanding the above, any District contractors engaged in installing, constructing, repairing, or maintaining District improvements or facilities pursuant to a contract with the District shall be exempt from the provisions of this section. Swimming in any of the District lakes is strictly prohibited.
- (2) Fishing is permitted in the District lakes under limited conditions. Public fishing is prohibited in those locations where it is posted "No Fishing," as designated by the District Board of Supervisors, from private property, and from District Property immediately adjacent to residential properties. Public fishing is only permitted from District Property, provided that there is no residential property adjacent to the waterway. The purpose of this provision is to prohibit the general public from fishing the banks immediately behind or adjacent to residential homes. The general public does not have the right to utilize, for any purpose, the lake maintenance easement that runs behind private property and adjacent to a District lake without the permission of the upland private property owner. Nothing herein shall prohibit residents from fishing from the banks immediately behind the residential property in which they reside. Those fishing in authorized areas shall remove and properly dispose of all garbage, fishing lines, hooks, and other refuse. The District has imposed a catch and release policy, for all fish and any other aquatic wildlife caught in the District lakes, requiring that any fish or other aquatic wildlife caught immediately be returned to the District lake from where it was caught. Notwithstanding the above, those species designated by the Florida Fish & Wildlife Conservation Commission as Non-Native Prohibited Fish (i.e. snakeheads, air-breathing catfish, piranha, or tilapia) may be removed from the District lakes and properly disposed of in accordance with Florida law. The feeding of ducks and other wildlife from or on any District Property is strictly prohibited.
- (3) The use of the District trails, the Canoe/Kayak Boat Launch, and the Power Boat Launch is for Members and their Guests only, or those possessing a Recreation Tag, if applicable. The use of the launches is further restricted by vessel type, length, and engine power, as posted on signage

at each of the District boat launches. These District Facilities are available for use from Dawn to Dusk only. The use of the boat launches is restricted by key access, which keys may be purchased by Members for the fee set forth in the Fee Schedule by contacting the Clubhouse Manager. Members shall not share or allow the use of keys with others, including any Guests not accompanied by a Member. The use of keys by non-Members shall be a violation of this section. Posted "No Wake" zones shall be adhered to by those using the launches. No overnight parking of any vehicle, including trailers, is permitted in the vicinity of boat launches from Dusk to Dawn, with such vehicles being subject to immediate towing or booting for violation of this section.

- (4) The RV/Storage Lot owned by the District is available to Members and the General Public for rental in accordance with the Fee Schedule and the Plantation House Rental Policies and Procedures, copies of which are available on the District's website or by contacting the Clubhouse Manager. All rentals require the renter to complete a rental application and execute a rental agreement with the District, which rental agreement imposes payment requirements, conditions and limitations on rental terms, size and type of vehicles and items that can be stored, applicable rental fees and deposits, and such other terms as required by the District. Members failing to comply with the terms of a rental agreement for RV/Storage may be suspended by the Manager, as provided in these River Place Rules, which suspension shall run until such time as the Member comes into compliance with the terms of the subject rental agreement.