

RIVERWOOD CDD RULES 5, 6, 7

Section 5 ACTIVITY CENTER CAMPUS RULES

Section 5.1 General. This section sets forth the rules and fees for the use of the Riverwood Activity Center Campus facilities.

Section 5.2 Definition of Terms.

- A. **Adult** is a person who is 18 years of age or older.
- B. **Activity Center Staff** shall be the entity or individuals as may be designated by the RCDD to manage and operate the Facilities.
- C. **Facilities** shall include all RCDD-owned buildings, outdoor sports facilities, pool area, courtyards, Dog Park, equipment, children’s playground, parking lots, fishing lake, parks, RV storage area, and adjacent RCDD property.
- D. **Full Members** shall refer collectively to Residents, Lessees, Non-Resident Full Fee Payers, and Resident Household Members.
- E. **Guest.** A ~~guest~~ **A Guest** is a visitor hosted by a Full Member.
- F. **Host** is a Resident, Lessee or Full Fee Payer, who invites a person to use the Facilities.
- G. **Household Members** ~~Persons~~ **are persons** permanently residing at the Full Member’s property.
- H. **Lessee** is a person who is formally, in writing leasing Riverwood residential property from the owner of that property, and is registered with the RCA management office.
- I. **Non-Resident Full Fee Payer** is a Non-Resident who desires to use all of the Facilities and pays the full user fee(s).
- J. **Non-Resident Limited Fee Payer** is a Non-Resident who desires to use the Croquet or Tennis Facilities and pays the limited user fee(s).
- K. **Non-Resident USTA Fee Payer** is a Non-Resident who desires to participate on a Riverwood team during United States Tennis Association (“USTA”) League Play.
- L. **Resident** is a Riverwood residential property owner.

M. RCA shall mean the Riverwood Community Association.

N. RCDD shall mean the Riverwood Community Development District.

O. Team is a group of individuals who have organized together to play a sport (such as tennis, croquet or bocce ball) or some other activity (such as bridge, or chess).

Section 5.3 Rights and Privileges. The rights and privileges granted herein are subject to the Rules of the RCDD. Full Members, Limited Fee Payers and Guests shall comply with all RCDD Rules and Operating Procedures. Failure to do so may result in loss of the right and privilege to use the Facilities.

Section 5.4 Full Members Use of Facilities. Full Members shall have the right to use the Facilities and may invite Guests to use the Facilities subject to the provisions contained in these Rules. Full Members are responsible for Household Members and Guests while they are using the Facilities.

Section 5.5 Registered Lessees. Prior to a Lessee taking possession of a Resident's property of using the Facilities, the Resident must complete an RCA Lease Notification Form and pay the lease processing fee. The Resident shall provide the Lessee with the RCDD Rules, RCA Covenants and RCA Policies. The Resident shall not have the right to use the Facilities during a Lessee's occupancy of the Resident's property. Lessee's rights and privileges are not transferable.

Section 5.6 Non-Resident Users.

A. Non-Resident Full Fee Payer. A non-resident who desires to use all of the Facilities may do so upon payment of the Initiation Fee and the Annual Fee, as set forth herein.

B. Non-Resident Limited Fee Payer. A non-resident who desires to use the Tennis or Croquet Facilities only may do so upon payment of the Annual Fee, as set forth herein. Only two categories of limited user fees are offered, Croquet and Tennis. Limited Fee Payers do not have the privilege of inviting Guests to use the Facilities. The non-Resident Limited Fee entitles the fee payer to use the facilities as described herein, but does not guarantee the fee payer the privilege of playing on Riverwood teams. Limited Fee Payers are restricted to use of the Croquet or Tennis Courts (whichever is applicable), restrooms, parking lot, Athletic Office, Croquet or Tennis viewing area(s), and may attend Croquet or Tennis meetings and their social functions at the Facilities.

C. Non-Resident USTA Fee Payer. A Non-Resident USTA Fee Payer shall only participate in Riverwood USTA (United States Tennis Association) leagues. USTA leagues normally run for eight to ten weeks with one tennis match a week (only four or five home matches). This special fee would allow non-residents to join Riverwood USTA teams. Riverwood USTA teams shall be formed during

non-peak times when many regular tennis members are not available. All USTA teams must be captained by a Riverwood resident and have a team membership of 50% or more of Full Members and/or Non Resident Limited Fee Payers. The USTA Fee Payer shall only have the right to use the tennis courts for one match and one practice a week during their eight to ten week leagues session. Non-Resident USTA Fee Payers may only play on two USTA teams per year. Matches and practices shall be scheduled after normal league play to avoid any disruption to Full Members.

Section 5.7 Guests. The Facilities are primarily for use by Full Members, but Full Members may invite Guests to use the Facilities. Guests shall not use the Facilities on a regular or frequent basis (no more than 7 days every 6 months) and such use shall be checked by the Activity Center Staff. Though a Host is not required to accompany Guests while they use the Facilities, Guest use of the Facilities when the Host is not in Riverwood is not to be a regular or frequent occurrence.

Section 5.8 Riverwood Teams. Only Full Members, USTA Fee Payers and Limited Fee Payers may participate on a Riverwood Team. Riverwood Teams shall annually register with the Activity Center Staff prior to inviting non-Riverwood Teams to play at Riverwood. Registration shall be granted provided the incoming non-Riverwood Team does not cause the particular Facility to be over-crowded and does not unduly deprive Full Members use of that Facility. Team registration may be withdrawn for the same reasons or other good cause. Except in dire circumstances, team registration will not be withdrawn once a season has begun.

Section 5.9 Children. For reasons of safety, liability, and/or legal compliance, when using the Facilities, Children under the age of 14 years, must be supervised at all times by an Adult who shall assume full responsibility for those children. The following restrictions apply to children:

- A. **Fitness Room.** Children under the age of 14 years are not permitted to be on or use Fitness Room equipment. Children age 14 through 17 may use the equipment if accompanied by an Adult.
- B. **Pool and Spa.** Children, under the age of 14 years, must be accompanied by an Adult in pool and spa area. Children, under the age of 14 years, are not permitted in Spa.
- C. **Children's Playground.** Individuals age 14 and older are not permitted to use the playground equipment. An Adult must accompany children under the age of 14 years.
- D. **Dog Park.** Children age 14 years and under must be accompanied by an Adult while in the Dog Park.

- E. Sports Facilities. Children age 14 and under may not be on or use Sports Facilities (tennis, croquet, volleyball, shuffleboard, basketball, bocce ball) without Adult supervision.

Section 5.10 Parking. The Activity Center building entrance areas must be kept clear to allow for emergency access. Vehicles including golf carts and bicycles must park in the parking lot or in designated areas. Parking on the portico or sidewalks is not permitted. Parking on the grass may be permitted at the discretion of the Activity Center Staff.

Section 5.11 Business Services. Fax, copies, and other business services are available for use by Full Members in accordance with the fee schedule. These services are available during normal office hours based on staff availability. The RNC, RCA, the RCDD and their committees shall not be required to pay for use of the copy machine.

Section 5.12 Use of the Activity Center Campus Facilities.

A. General.

1. The Activity Center Staff shall determine the occupancy limits of the Facilities and the limits shall not exceed those established by the Fire Marshall. The established limit for chairs only is 345. The established limit for seating in chairs at tables is 285. If divided into rooms, each room has seating limits established by the Fire Marshall. Check with the Activity Center office if you need these seating limits.
2. Only Full Members may reserve the Facilities and reservations/arrangements must be made with the Activity Center Staff. Limited Fee Payers may only reserve the tennis or croquet courts.
3. Activity Center Staff and their families may only use the Facilities with the prior written approval of the RCDD Board.
4. Instructors must register with the Activity Center Staff who must approve instructional fees, if any, which are payable directly to the instructor. The Activity Center Staff will obtain credentials, certification and insurances from vendors, instructors, and others, when applicable.
5. Bikes, trikes, golf carts, motorized vehicles, rollerblades, skateboards, and similar devices, are not permitted inside the Activity Center buildings, courtyard, and pool area, or within the playing area of any sports facility. Bike racks are provided for bicycles. Golf carts and motorized bikes and vehicles must park in the parking lot. Golf carts are allowed to drive from Willow Bend directly to the Dog Park entrance.

B. Scheduling-Process.

1. To reserve a Facility, a Usage Request Form must be completed and submitted to the Activity Center Staff.
2. Resources will be allotted by the Activity Center Staff based on facility availability, priority groups, date of submission, number of anticipated participants, nature of the activity and setup requirements.
3. The Activity Center Staff will resolve scheduling conflicts and may change, re-schedule or cancel activities and may re-assign facility resources to

- accommodate special meetings and additional users.
4. All Usage Request Forms must be submitted by May 1st to be considered for the following season. If the Usage Request Form is received after the May 1 deadline, the event must select a date open on the calendar.

C. Campus Facilities

1. Tennis
 - a. Hours. Court hours are set by the Activity Center Staff. During inclement weather, residents should check the *Reserve My Court* website to determine if the courts are playable.
 - b. Scheduling. Court reservations are strongly recommended for open play between the hours of 8 AM and 1 PM. Singles players may reserve the courts for 1 hour and doubles players for 1 1/2 hours. Names of all players must be given at the time of a reservation. Reservations may be made up to 6 days in advance and will be granted on a 1st come, 1st served basis. In season (October to April), every effort will be made to reserve one court each morning for open play. The other courts are reserved for league practice and league play. Players may continue past their reserved time if no one is waiting for the court. Scheduling courts can be accomplished by accessing the *Reserve My Court* website.
 - c. Attire. Approved tennis shoes are required. Men must wear athletic shirts with sleeves. Women may wear sleeveless tops if they are classified as tennis clothing. T-shirts may be worn from May 1st to October 1st (no inappropriate graphics or language). Bathing suits, halter-tops or jean type clothing is not permitted.
 - d. Court Maintenance. When play is completed, players shall groom the court and brush lines to restore the court to good playing condition for the next group. If not familiar with grooming equipment or the operation of court lighting for night play, contact the Tennis Director for assistance. Hang court grooming mats and line sweeps on the fences to prevent damage to the equipment.
2. Bocce. Courts may be reserved with the Activity Center Staff.
3. Croquet. Courts may be reserved with the Activity Center Staff. Soft-soled shoes or sneakers are required at all times. Players must set up the court prior to play and the last scheduled players must break it down after completing play.
4. Fitness Room.
 - a. All fitness equipment is used at the users' own risk. Proper workout attire and athletic shoes are required. Food and beverages (other than water in a plastic container) are not permitted in the room.
 - b. Users must bring their own towel(s). Equipment should be cleaned after use. All mobile equipment and free weights should be returned to their original position, and fans and television turned off after use. Equipment may not be removed from the fitness room at any time. Due to ADA requirements Fitness equipment cannot be moved within the Fitness Room.
 - c. Maximum time on cardio equipment is 30 minutes if others are waiting.
 - d. The Fitness Room hours are posted.
5. Library and Computer.

- a. Library. Books are on an honor system. Newspapers and/or magazines are not to be removed from the library.
 - b. Computer. An unsecured Wi-Fi connection is available at the Activity Center Campus. The connection is "Riverwood Residents".
6. Swimming Pool, Spa and Patio.
- a. No Life Guard is on duty; users swim at their own risk. Pool Capacity is 56 persons. Pool and spa hours are posted.
 - b. Food or drink is not permitted within 10 feet of the pool. Glass is not permitted inside the fenced area.. ~~Radios played at low volume only are permitted.~~ **Radios are not permitted in the pool area. Residents may use personal devices with headphones.** No smoking is permitted in the pool, spa or Tiki Bar areas.
 - c. Play equipment such as large floats or rafts is not allowed.
 - d. Users must shower before entering pool or spa. Use of oils, body lotions, soaps, and minerals are prohibited.
 - e. Incontinent children and adults must wear waterproof pants and may not use the spa. Diapers should be changed in the pool restrooms and not disposed of in the restroom trashcans and must be taken off campus for disposal.
 - f. Towels should be placed on chairs/lounges in pool area prior to use. The pool area should be kept clean and all garbage properly disposed. Umbrellas should be lowered prior to leaving pool area.
 - g. Rest rooms/changing rooms along with a shower are located toward spa area of pool. These facilities should be used in the pool area only and not in the Activity Center building. Proper cover-up attire and foot covering are required to enter Activity Center buildings from the pool areas.
7. Dog Park.
- a. The Dog Park is only for use by Full Members and their Guests and subject to additional requirements provided herein.
 - b. Dog Owners desiring to use the Dog Park must:
 - Sign the Release, Waiver of Liability Form,
 - Pay the annual fees listed in Section ~~5.21;~~ 5.21. Dog Park fees are due annually on January 1.
 - Provide proof of a current rabies vaccination by displaying a County Rabies Tag or providing a current rabies vaccination certificate (Canadian residents).
 - c. A membership kit (including all forms and rules) is available in the RCA Office.
 - d. The RCDD, the RCA and the Activity Center Staff and their respective agents, employees and representatives shall not be held liable for any claims, demands and causes of action, loss, damage or injury to persons, dogs or property that may result while a Full Member or Member's Guest's dog(s) are on the Dog Park premises.
 - e. Dog Park Rules.
 - Dogs must wear a current ROMP DOG PARK membership tag. This is received upon completion of forms and annual payment of dues.
 - Dogs must be leashed entering and exiting the Dog Park.
 - Owners must be present and in view of their dog(s) at all times.
 - Air Horns or the like are not permitted in the Dog Park.

- The owner must pick up dog feces immediately. The dog litterbag must be taken home with the owner for disposal.
- Aggressive dogs are not allowed in the Dog Park.
- Dogs in heat are not allowed in the dog park during the posted social times.
- Sick dogs are not permitted in the Dog Park.
- People food is prohibited in the Dog Park.
- Smoking is not permitted in the Dog Park.
- Owners are responsible for their dog's actions at all times.
- Respect the "15 Minute" rule when posted on the gate. Wait for the member and dog to vacate the park.

Section 5.13 Scheduling Priorities, Restrictions and Rules. The Activities ~~Director~~ **Coordinator** is responsible for Scheduling Events including setting priorities, restrictions and rules.

- A. Decoration guidelines must be followed. Guidelines may be obtained from the Activity Center Staff.
- B. Residents may not charge a fee to participants and guests at a Private Event.
- C. Alcoholic beverages are allowed if B.Y.O.B. (residents provide their own beverages). Otherwise, the consumption of Alcoholic Beverages may require the event sponsor and/or caterer to provide a liquor license and proof of liability insurance with the RCDD and RCA named as "Additional Insureds".

Section 5.14 Event Logistics. The following event logistics are the responsibility of the Activities ~~Director~~ **Coordinator** and Activity Center Staff.

- A. Setup/Takedown. (See the fee schedule in Section 5.21)
- B. Custodial/Cleanup.
✓
- C. Caterers.
- D. Determination of Damages. The event sponsor is responsible for and will be billed for damages to the Facilities or equipment.
✓
- E. Payments. At the time of reservation, the event sponsor will pay for the following items that apply, setup/takedown and cleaning/damage deposit. The event sponsor will remit the final payment, if any, within seven days of receipt of a final bill. If a damage deposit was paid, it will be refunded within two weeks after the event and will be reduced for damages and other fees not already paid.
- F. Security.
✓

G. Coordination of Events.

H. Contracts.

Section 5.15 Emergencies. In case of an emergency, call 911 first and then Riverwood Security. Telephones for emergencies and local calls are located in the Fitness Room, in the pool area near the Tiki Bar, in the Heron Room and outside by the Tennis Office toward the bocce courts. **AED's are available in both Activity Center Buildings, #1 and #2.**

Section 5.16 Tournaments. Tournaments are not regularly scheduled at Riverwood. A tournament shall be considered a competitive event that does not include normal league or normal team play and involves Non-Residents as well as Residents and Fee Payers. Tournaments include sporting events and gaming events (such as bridge or chess.) For permission to hold a tournament of any kind, a detailed, written request must be submitted to and approved by the Activity Center Staff. ~~Activity Center Staff~~ **For tournaments involving the tennis courts, the Tennis Director** shall not grant approval for any tournaments that would deprive Full Members of the use of the Facility.

Section 5.17 Clubs and Associations. Resident-formed clubs and associations, are neither part of nor sponsored by the RCDD or RCA, and shall be treated the same as any other group pursuant to these Rules. Clubs and associations do not have authority to supervise the Activity Center or RCDD or RCA Staff. The RCDD and RCA shall not provide assistance to clubs or associations by collecting monies on their behalf, billing, providing office supplies, copies, materials, or other financial assistance. Resident-formed clubs and associations shall govern themselves and shall not expect the RCDD, RCA or Activity Center Staff to become involved in such matters.

Section 5.18 Hours of Operation. The Activity Center Staff shall set the hours of operation of the Facilities and the scheduled hours of operation of each facility shall be posted on-site. The hours of operation are subject to change due to special events or unforeseen circumstances. Staff may not always be present when the Facilities are open.

Section 5.19 Equipment.

- A. Checkout of Equipment. Sports equipment may be checked out from the Activity Center Staff by completing a form. Only Full Members and Limited Fee Payers are permitted to checkout equipment. Equipment must be returned by the day's end and is not to be removed from the Activity Center campus. The member checking out equipment will be charged for the repair or replacement if the equipment is damaged or lost. ~~If equipment is wanted on weekends or after hours, it must be checked out on a Friday with the Activity Center Staff and returned on Monday.~~ **If residents want to check out equipment on a weekend, they need to see Security to get the key and sign out the equipment. Equipment cannot be signed out for an entire weekend, as others may be deprived access to it.**

- B. Furniture and Equipment. Furniture and equipment (such as TVs, tables, chairs, horseshoes, chess sets, and games) may not be rented or borrowed and are not to be removed from the Activity Center Campus.
- C. Cooking/Grilling. Cooking/grilling is prohibited on the Activity Center Campus. Warming Plates and Crock Pots are acceptable. With approval from the Activity Center Staff, gas grills may be used in specified areas of the campus. Contact the Activities ~~Director~~ **Coordinator** for more information.

Section 5.20 General Provisions

- A. Appropriate Use. Activity Center amenities shall only be used for their intended purpose. All individuals using the Facilities do so at their own risk. The RCDD, RCA and Activity Center Staff shall not be responsible for injuries or accidents. Full Members and Guests using the Facilities shall indemnify and hold harmless the RCDD, RCA and the Activity Center Staff and the Boards, officers and agents, and employees against all claims, actions, proceedings, costs, damages, legal fees, and liabilities of any nature.
- B. Behavior. Appropriate behavior is required at all times at the Facilities. Profane language and shouting are prohibited. No roughhousing, shoving, or fighting is permitted.
- C. Attire. Appropriate attire is required at all times. Swimwear is not acceptable in the Activity Center. Swimwear cover-ups are acceptable for access to the pool area. Wet clothing from exercising or wet swimwear is not permitted on the indoor furniture.
- D. Smoking. Smoking is not permitted inside the Activity Center buildings, inside the fenced in Pool/Spa area, inside the Dog Park area or in the Children's Playground area. There is a designated smoking area where smoking is permitted.
- E. Pets. Only service animals are permitted on the grounds or in the buildings of the Activity Center Campus, except as approved for special events. Dogs off leash are permitted in the Dog Park. Access to the Dog Park must be through the Willow Bend entrance. Dogs must be on ~~lease~~ **leash** when entering and exiting the Dog Park Area.

Section 5.21 Fee Schedule.

- A. User Fees.
 - 1. User fees are due no later than January 1 of each year, cover the period January 1 through December 31, shall not be prorated for less than the full year, and once paid, shall not be refunded. However, proration will be permitted, providing the prorate share of the current year fees and the following year fees

are paid in a lump sum at the time of application. Florida taxes of 7% are charged on these fees.

2. In addition to the Annual Fee, Full Fee Payers shall pay a one-time, non-refundable initiation fee.
3. The following fees are currently in effect and do not include sales taxes:

<u>Full Fee Payers</u>	<u>2017</u>	<u>2018</u>
One time Initiation Fee	\$300	\$300
Annual Fee/Self & Household Members	\$2,300	\$2,400

Limited Fee Payers: Annual Fee-Tennis & Croquet

	<u>2017</u>	<u>2018</u>
Self	\$700	\$750
Self & Spouse	\$950	\$1,000

<u>USTA Fee Payers</u>	<u>2017</u>	<u>2018</u>
USTA Fee Payers: Annual Fee Per Person/Per Team/Per Year	\$50	\$50

B. Facility Fees

Setup/Takedown:

\$50 if using one third of the building

\$100 if using more than one third of the building

Refundable Damage/Cleaning Deposit: \$250 per event

C. Dog Park Fees

<u>Dog Park Fees (Not Including Sales Tax)</u>	<u>2017</u>	<u>2018</u>
One Time Initiation Fee	\$100	\$100
Annual Fee per Family-2 Dog Limit	\$20	\$20

Section 5.22 Enforcement.

- A. General. This section on enforcement applies only to the enforcement of the provisions of Sections 5, 6 and 7 of the RCDD Rules.
- B. Violations. The Activity Center **Staff** or Beach Club Staff, as appropriate, shall file a written incident report when it is determined that a violation of the RCDD

Rules has occurred. A written copy of the incident report will be timely provided to the RCDD Board.

C. Suspension. Infractions or violations of the RCDD Rules may result in a suspension of the right or privilege to use some or all of the Facilities.

D. Authority to Suspend.

1. The Activity Center **Staff** or Beach Club Staff may suspend the right or privilege for an individual to use some or all of the Facilities or the Beach Club due to violation of applicable RCDD Rules. The Activity Center **Staff** or Beach Club Staff may institute the suspension immediately, prior to the appeals process, depending on the nature of the violation, and shall report the incident to the RCDD **District** Manager, as provided herein.
2. If the Activity Center or Beach Club Staff believes that an infraction or violation of the RCDD rules has occurred and suspends an individual's rights or privileges to use some or all of the Facilities or the Beach Club, the Activity Center **Staff** or Beach Club Staff shall provide the individual with a detailed, written explanation of the reasons for the suspension and an explanation of the Appeal Procedures within 3 business days of the suspension. The Activity Center **Staff** or Beach Club Staff shall also provide a written copy of any suspension to the RCDD **District** Manager.

E. Appeal Procedure.

1. Upon receipt of written notification of the suspension, the Appellant shall have 10 days to file a written appeal of the suspension with the RCDD **District** Manager, with a copy to the RCDD Attorney, detailing the basis for the appeal.
2. Upon receipt of an appeal filed which meets the requirements of this Section, the RCDD **District** Manager shall consult with the appellant and attempt to resolve the appeal to the satisfaction of all parties. Should the RCDD **District** Manager be unable to resolve the matter, the District Manager shall timely provide the Appellant with written notice of same.
3. Upon receipt of such written notification by the RCDD **District** Manager, the appellant shall have 10 days to file a written appeal to the Chair of the RCDD Board of Supervisors. The appellant shall have the right to have the appeal heard by the Board of Supervisors at the next regular meeting of the Board.

Section 6 RECREATIONAL VEHICLE PARKING AREA RULES

Section 6.1 General. This section sets forth the rules and fees for the use of the Riverwood CDD Recreational Vehicle Parking Area (RCDD RV Parking Area), and is intended to supplement the provisions of Section 5.

Section 6.2 Usage

- A. Full Members. The RCDD RV Parking Area is only for use by Full Members, and only pursuant to the terms provided in this Section 6.
- B. Guests. A limited number of parking spaces will be provided without charge for Guests of Full Members for up to two weeks. Prior to using this guest parking, a registration form must be completed and filed with the ~~Activity Center Staff~~ **the RCDD Project Coordinator.**

Section 6.3 Application and Renewal.

- A. Application. An initial application form must be completed and the usage fee paid prior to using the RV parking area. The application form may be obtained at the RCA office **or from the RCDD Project Coordinator.** The form, documents, and fee **may should** be submitted to the ~~Activity Center Staff at the RCA Office.~~ **RCDD Project Coordinator.** ~~The Activity Center Staff will then forward to the Managing Agent for the RCDD.~~
- B. Documents. Current registration and insurance shall be maintained for all vehicles, boats, and trailers. Proof of same shall be required with the initial application and each annual renewal.
- C. Annual Renewal. A billing notice will be mailed by ~~the Managing Agent of~~ the RCDD to users on November 1 of each year and the payment, completed form, and documentation shall be due no later than December 31. **A grace period of 14 days will be given to members not renewing by December 31. Once the grace period is up, member's space will be placed back into general use.**

Section 6.4 Space Assignment. All spaces are assigned by the designated RCDD Representative and are on a first come first served basis. The designated RCDD Representative will maintain a waiting list. The RCDD reserves the right to reassign space numbers and relocate vehicles, boats and trailers as needed.

Section 6.5 Damage and Hold Harmless. The RCDD, the Activity Center Staff, and their respective agents, employees and representatives, shall not be responsible or liable for any damage, theft, vandalism, accident, or other loss, arising from or in connection with the use of the RV parking area. By utilizing the RV Parking Area, such users agree to indemnify and hold the RCDD, the Activity Center Staff, and their respective agents, employees and representatives, harmless for any such acts

Section 6.6 Restrictions.

- A. No other items or equipment may be stored in the rented space except the designated vehicle, trailer or boat.
- B. All vehicles, trailers and boats must be maintained in a clean, safe and operable condition. Rusted or rotten units, flat tires, broken glass, etc. are not permitted.
- C. Electricity is available for charging batteries ~~and the use of power tools while performing maintenance. No other uses are permitted on a single overnight basis.~~ **Electricity during the daytime hours will be limited to power tools for maintenance. Daytime charging or other uses not listed will not be permitted in the RV Park.**

Section 6.7 Usage Fee. The following annual usage fees shall be paid no later than December 31 for the next year and are not refundable. Should the usage commence after January 1, the Annual Fee required shall be prorated for the number of months remaining from the time of application through December of that year.

Annual usage fees for trailers, ~~boats and~~ boats, vehicles ~~other than RV and RV's~~ (not including sales tax)

<u>VEHICLE</u>	<u>ANNUAL FEE</u>	
Vehicle	\$125	\$150
Trailer w/boat 25 feet or longer	\$200	\$225
Trailer w/boat less than 25 feet	\$175	\$200
Trailers 15 feet or longer	\$175	\$200
Trailers less than 15 feet	\$125	\$150
RV's 30 feet or longer	\$225	\$250
RV's less than 30 feet	\$200	\$225
Any storage item not included in the above	\$175	\$200

Section 6.8 Enforcement. The provisions of this Section 6 shall be enforceable pursuant to the provisions of Section 5.22., and the Appeal Procedures provided therein. If the appeal is unsuccessful or if an appeal is not timely filed, the individual will have 14 calendar days from the date of notice of suspension or the date of the last appeal response by the RCDD, whichever is later, to remove the vehicle, trailer, or boat from the RCDD RV Parking Area. If it is not timely removed, the designated RCDD representative may apply a boot lock to the tire, have it removed at the expense of the individual or take any other lawful measures to obtain compliance. Should any amounts owed to the RCDD remain unpaid, should the RCDD incur any damages as a result of improper use of the RCDD RV Parking Area, or should the RCDD incur any costs in the enforcement of this

Section 6, the District reserves the right to pursue any remedies it may have at law or equity, including the recovery of administrative costs, attorney's fees and court costs.

Section 7 BEACH CLUB RULES

Section 7.1 General. This Chapter sets forth the rules and fees for the use of the Beach Club, and is intended to supplement the provisions of Chapter 5.

Section 7.2 Membership. Beach Club Membership shall be available to Full Members on a first come, first served basis, subject to the fees and provisions of this Chapter 7. The maximum number of Beach Club Memberships issued at any one time shall be 370, subject to the initial membership provisions of Section 7.2.1. The designated CDD representative shall maintain a waiting list, which shall only be utilized when Beach Club Membership falls below 370. Full Members wishing to join the waiting list shall pay the applicable Waiting List Fee provided in this Chapter 7, which fee shall be nonrefundable but shall be credited against the Processing Fee upon acceptance for membership. Beach Club Membership shall include all Household Members.

Section 7.2.1 Initial Membership During Transition

Upon the District taking title to the Beach Club property and receiving the pro rata annual dues paid by the existing members for 2014, such existing members shall remain members of the Beach Club, subject to the fees and regulations provided herein, including the initial Processing Fee. Notwithstanding the membership cap provided in Section 7.2, Beach Club Membership shall be open to Full Members from August 19, 2014, through September 19, 2014. In addition, purchasers of property within Riverwood who entered into a purchase agreement prior to May 1, 2014, but who do not take title and become Full Members until after August 19, 2014, shall have 30 days from the date they take title within which to obtain a Beach Club Membership without regard to the membership cap. Following this initial open enrollment period, Beach Club Membership shall be subject to the membership cap and waiting list provisions of Section 7.2.

Section 7.3 Usage. The Beach Club shall only be used by Beach Club Members and guests who are accompanied by a Beach Club Member. A Beach Club Member may be accompanied by no more than 6 guests at any time. Beach Club Members shall **be present** at all times **and** be responsible for the conduct of their guests. Beach Club Members who allow non-members to utilize their entry card may have their Beach Club Membership suspended.

Section 7.4 Transfer. A Beach Club Member who sells or leases their home may transfer the Beach Club Membership to the Lessee or purchaser, subject to applicable Processing Fee provided in this Chapter 7. In such cases, if the Beach Club Membership is not transferred to the purchaser or lessee, the Membership shall be terminated.

Section 7.5 Events. A Beach Club Member may reserve a designated portion of the Beach Club table area in advance, upon payment of the Event Fee provided in this Chapter 7. The guest limitations of Section 7.3 shall not apply to such events.

Section 7.6 Beach Club Fees. The following fees shall apply to use of the Beach Club. The Processing Fee shall apply to all new Beach Club Members, and Annual Membership Fees shall be paid in advance prior to January 1. Should Beach Club Membership commence after January 1, the Annual Membership Fee shall be prorated based on the number of months remaining in the calendar year.

Annual Membership Fee (not including sales tax)	\$350.00 \$400.00
Waiting List Fee	\$50.00
Event Fee	\$100.00
Processing Fee	\$100.00

Section 7.7 Enforcement. The provisions of this Chapter 7 may be enforced in accordance with procedures described in Section 5.22.