

# **THREE RIVERS COMMUNITY DEVELOPMENT DISTRICT**

## **AMENITY POLICIES AND RATES**

**ADOPTED AUGUST 31, 2022**

## DEFINITIONS

**“Amenities” or “Amenity Facilities”**– shall mean the properties and areas owned by the District and intended for recreational use and shall include, but not specifically be limited to Clubhouse, fitness center, swimming pool, playground, pickleball court, dog park, fire pit, outdoor gathering spaces, kayak facility, boardwalks, passive parks, and Lakes, together with their appurtenant facilities and areas. Some, but not all, of the Amenity Facilities will require an Access Key for entry.

**“Amenity Policies” or “Policies” and “Amenity Rates”** – shall mean these Amenity Policies and Rates of the Three Rivers Community Development District, as amended from time to time. The Board of Supervisors reserves the right to amend or modify these Policies, as necessary and convenient, in their sole and absolute discretion, and will notify Patrons of any changes. Patrons may obtain the currently effective Policies from the District Manager’s Office by emailing Craig Wrathell at wrathellc@whhassociates.com or calling (561) 571-0010. The Board of Supervisors and District Staff shall have full authority to enforce the Amenity Policies.

**“Amenity Rates”** – shall mean those rates and fees established by the Board of Supervisors of the Three Rivers Community Development District as provided in **Exhibit A** attached hereto.

**“Access Key”** – the applicable electronic program issued by the District to each Patron (as defined herein) to access certain portions of the Amenity Facilities. A smart phone or other blue tooth enabled device will be required to use the Access Key.

**“Board of Supervisors” or “Board”** – shall mean the Board of Supervisors of the Three Rivers Community Development District.

**“Clubhouse”** – shall mean the amenity building commonly referred to as “The Lookout,” located at 76183 Tributary Drive, Yulee, Florida 32097.

**“District”** – shall mean the Three Rivers Community Development District.

**“District Staff”** – shall mean the professional management company or companies with which the District has contracted to provide management services to the District, the Lifestyle Director, and District Counsel.

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

**“Homeowners Association” or “HOA” or “POA”** – shall mean an entity or entities, including its/their employees and agents, which may have jurisdiction over lands located within the District, either now or in the future, which may exist to aid in the enforcement of deed restrictions and covenants applicable to lands within the District.

**“Household”** – shall mean a residential unit or a group of individuals residing within a Patron’s home. ***This does not include visiting friends, guests, relatives or extended family not permanently residing in the home.*** Upon District’s request, proof of residency for individuals over the age of eighteen (18) years may be required by driver’s license or state or federal issued form of identification, including a signed affidavit of residency.

**“Lakes” or “Ponds”** – shall mean those water management and control facilities and waterways within the District, including but not limited stormwater management facilities, lakes and ponds.

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

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

**“Non-Resident Patron”** – shall mean any person or Household not owning property in the District who is paying the Annual User Fee to the District for use of all Amenity Facilities.

**“Non-Resident User Fee” or “Annual User Fee”** – shall mean the fee established by the District for any person that is not a Resident and wishes to become a Non-Resident Patron. The amount of the Annual User Fee is set forth herein, and that amount is subject to change based on Board action.

**“Patron”** – shall mean Residents, Guests, Non-Resident Patrons and Renters.

**“Renter”** – shall mean a tenant, occupant or an individual maintaining his or her residence in a home located within the District pursuant to a valid rental or lease agreement. Proof of valid rental or lease agreement shall be required.

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

**“Wet Deck”** – the 4-foot-wide (1,219 mm) unobstructed pool deck area around the outside of the pool water perimeter, curb, ladders, handrails, diving boards, diving towers, or pool slides, waterfalls, water features, starting blocks, planters or lifeguard chairs.

The words "hereof," "herein," "hereto," "hereby," "hereinafter" and "hereunder" and variations thereof refer to the entire Amenity Policies and Rates.

All words, terms and defined terms herein importing the singular number shall, where the context requires, import the plural number and vice versa.

#### **AMENITIES ACCESS AND USAGE**

- (1) **General.** Only Patrons have the right to use the Amenities; provided, however, that certain community programming events may be available to the general public where permitted by the District, and subject to payment of any applicable fees and satisfaction of any other applicable requirements, including adherence to these Amenity Policies and execution of waivers and hold harmless agreements, if any.
- (2) **Use at your Own Risk.** *All Patrons using the Amenities do so at their own risk and agree to abide by the Amenity Policies. The District shall assume no responsibility and shall not be liable in any incidents, accidents, personal injury or death, or damage to or loss of property arising from the use of the Amenities or from the acts, omissions or negligence of other persons using the Amenities.*
- (3) **Resident Access and Usage.** In consideration of the operation, maintenance and preservation of the facilities, projects and services of the District, the District levies maintenance special assessments to property owners within the District, in accordance with the District's annual budget and assessment resolutions adopted each fiscal year. Residents must pay such maintenance special assessments, which covers Annual User Fee applicable to such Resident, entitling the Resident to use the Amenities for the corresponding fiscal year of the District, which fiscal year begins October 1 and ends September 30. Residents must complete the "Amenity Access Registration Form" prior to access or use of the Amenities, attached hereto as **Exhibit B**, and receive an Access Key.
- (4) **Non-Resident Patron Access and Usage.** A Non-Resident Patron must pay the Annual User Fee applicable to Non-Residents to have the right to use the Amenities for one full year, which year begins from the date of receipt of payment by the District. This fee must be paid in full before the Non-Resident may use the Amenities. Each subsequent Annual User Fee shall be paid in full on the anniversary date of application. Annual User Fees may be renewed no more than thirty (30) days in advance of the date of expiration and for no more than one calendar year. Multi-year memberships are not available. The Annual User Fee is

nonrefundable and nontransferable. Non-Resident Patrons must complete the Amenity Facilities Access Registration Form prior to access or use of the Amenities.

- (5) **Guest Access and Usage.** Each Patron Household is entitled to bring two (2) persons as Guests to the Amenities at one time (unless Patron Household has reserved an area available for reservation as provided herein). District Staff shall be authorized to verify and enforce the authorized number of Guests. A Patron must always accompany its Guests during its Guests' use of the Amenities and are responsible for all actions, omissions and negligence of such Guests, including Guests' adherence to the Amenity Policies. Violation of these Amenity Policies by a Guest may result in suspension or termination of the Patron's access and usage privileges. ***Exceeding the authorized number of Guests specified above shall be grounds for suspension or termination of a Patron Household's access and usage privileges.***
- (6) **Renter's Privileges.** Residents who rent or lease residential units in the District shall have the right to designate the Renter of a residential unit as the beneficial users of the Resident's privileges to use the Amenities, subject to requirements stated herein.

Resident shall provide a written notice to the District Manager designating and identifying the Renter who shall hold the beneficial usage rights, submitting with such notice the Renter's proof of residency (i.e., a copy of the lease agreement). Upon notice, Resident shall be required to pay any applicable fee before his or her Renter receives an Access Key. Renter's Access Key shall expire at the end of the lease term and may be reactivated upon provision of proof of residency.

Renter who is designated by a Resident as the beneficial user of the Resident's rights to use the Amenities shall be entitled to the same rights and privileges to use the Amenities as the Resident, subject to all Amenity Policies. During the period when a Renter is designated as the beneficial user, the Resident shall not be entitled to use the Amenities. In other words, Renters and Residents cannot simultaneously hold Amenity privileges associated with that residential unit. Residents may retain their Amenities rights in lieu of granting them to their Renters.

Residents shall be responsible for all charges incurred by their Renters which remain unpaid after the customary billing and collection procedures established by the District. Residents are responsible for the deportment of their respective Renter, including the Renter's adherence to the Amenity Policies.

- (7) **Access Keys.** Access Keys will be issued to each Household at the time they are closing upon property within the District, upon approval of Non-Resident Patron application and payment of applicable Annual User Fee, or upon verification and approval of Renter designation. In the event a Household is not issued Access Keys at the time of closing, Access Keys will be provided by the Lifestyle Director subsequent to closing. Proof of property ownership may be required annually. All Patrons must use their Access Key for entrance to certain portions of the Amenities. Access Keys shall not be issued to Non-Residents. A maximum of four (4) Access Keys will be issued per Household. Please see [www.tributarylivinghoa.com](http://www.tributarylivinghoa.com) for instructions on how to register for an Access Key.

All Patrons must use their Access Keys for entrance to the Amenity Facilities. Each Household will be authorized initial Access Keys free of charge after which a fee shall be charged for each additional Access Key in accordance with the Amenity Rates then in effect.

Patrons must use their Access Keys to gain access to certain portions of the Amenities. This Access Key system provides a security and safety measure for Patrons and protects portions the Amenities from non-Patron entry. Under no circumstances shall a Patron provide their Access Key to another person, whether Patron or non-Patron, to allow access to the Amenities.

- (8) All Patrons are encouraged to consult their physician before beginning an exercise or recreation program in connection with the use of the Amenity Facilities.

## **GENERAL AMENITY POLICIES**

- (1) Hours of Operation.** All hours of operation of the Amenities will be established and published by the District on its website. The District may restrict access or close some or all of the Amenities due to inclement weather, for purposes of providing a community activity, for making improvements, for conducting maintenance, or for other purposes as circumstances may arise. Any programs or activities of the District may have priority over other users of the Amenities. Unless otherwise posted on the website, all outdoor Amenities are open only from dawn until dusk. The specific, current hours of operation for several of the Amenities, which may be amended from time to time and which may be subject to closure for holidays and other special circumstances, are as published on the District's website. No Patron or Guest is allowed in the service areas of the Amenities.
- (2) General Usage Guidelines.** Minors fourteen (14) years of age or under must be accompanied by, and supervised by, an adult at least eighteen (18) years of age at all times for usage of the pool. The following guidelines supplement specific provisions of the Amenity Policies and are generally applicable and shall govern the access and use of the Amenities:

  - (a) Registration and Access Keys.** Each Patron must, when applicable, use an Access Key in order to access the Amenities and must have his or her assigned Access Key in their possession and available for inspection upon District Staff's request. Access Keys are only to be used by the Patron to whom they are issued. Please see [www.tributarylivinghoa.com](http://www.tributarylivinghoa.com) for instructions on how to register for an Access Key.
  - (b) Attire.** With the exception of the pool and wet areas where bathing suits are permitted, Patrons must be properly attired with shirts and shoes to use the Amenities for each facility's intended use. Bathing suits and wet feet are not allowed indoors with the exception of the bathrooms appurtenant to the pool area.
  - (c) Food and Drink.** Food and drink will be limited to designated areas only. No glass containers of any type are permitted at any of the Amenities. All persons using any of the Amenities must keep the area clean by properly disposing of trash or debris.
  - (d) Parking and Vehicles..** Vehicles must be parked in designated parking areas only. Parking on grass, sidewalks, or in a manner that obstructs the normal flow of traffic is strictly prohibited. Use of parking areas is limited to residents and their guests while actively using the District-owned amenities. Parking by individuals not utilizing the amenities is not permitted. Overnight parking at any amenity center or within amenity related parking areas is strictly prohibited unless expressly authorized in writing by District Staff. The use of off road vehicles- including but not limited to all-terrain vehicles (ATVs), non-street-legal motorized scooters, and non-street-legal motorized cars or carts – is prohibited on all District owned, maintained, or operated amenities. During Special events alternative parking arrangements may be authorized at the sole discretion of District Staff.
  - (e) Fireworks.** Fireworks of any kind are not permitted anywhere on District owned property or adjacent areas.
  - (f) Bicycles, Skateboards, Etc.** Bicycles, skateboards, rollerblades or similar apparatus are not permitted on Amenity property which includes, but is not limited to, the amenity parking lot, Clubhouse, pool area, athletic fields, sport courts, playground area and sidewalks surrounding these areas.
  - (g) Grills.** Personal barbeque grills are not permitted at the Amenities or on any other District owned property.
  - (h) Firearms.** Firearms are not permitted in the Amenities unless the Patron is authorized to possess and carry a firearm under Florida law. Among other prohibitions, no firearms may be carried to any meeting of the District's Board of Supervisors.

- (i) **Equipment.** All District equipment, furniture and other tangible property must be returned in good condition after use. Patrons are encouraged to notify District Staff if such items are in need of repair, maintenance or cleaning.
- (j) **Littering.** Patrons are responsible for cleaning up after themselves and helping to keep the Amenities clean at all times.
- (k) **Bounce Houses and Other Structures.** The installation and use of bounce houses and similar apparatus is prohibited on District property, with the exception of those organized by the Lifestyle Director.
- (l) **Excessive Noise.** Excessive noise that will disturb other Patrons is not permitted, including but not limited to use of cellular phones and speakers of any kind that amplify sound.
- (m) **Lost or Stolen Property.** The District is not responsible for lost or stolen items. The Lifestyle Director is not permitted to hold valuables or bags for Patrons or Guests. All found items should be turned in to the Lifestyle Director for storage in the lost and found. Items will be stored in the lost and found for two weeks after which District Staff shall dispose of such items in such manner as determined in its sole discretion; provided, however, that District Staff shall not be permitted to keep such items personally or to give such items to a Patron not otherwise claiming ownership.
- (n) **Trespassing / Loitering.** There is no trespassing or loitering allowed at the Amenities. Any individual violating this policy may be reported to the local authorities.
- (o) **Compliance with Laws and District Rules and Policies.** All Patrons shall abide by and comply with all applicable federal, state and local laws, rules, regulations, ordinances and policies, as well as all District rules and policies, while present at or utilizing the Amenities, and shall ensure that any minor for whom they are responsible also complies with the same. Failure to abide by any of the foregoing may be a basis for suspension or termination of the Patron's privileges to use or access the Amenities.
- (p) **Courtesy.** Patrons and their Guests shall treat all staff members and other Patrons with courtesy and respect. Disrespectful or abusive treatment of District Staff or its contractors may result in suspension or termination of Amenity access and usage privileges.
- (q) **Emergencies.** In the event of an injury, property damage or other emergency, please contact District Staff immediately in accordance with the terms of this policy contained herein.
- (r) **False Alarms.** Any Patron improperly attempting to enter the Amenity Facilities outside of regular operating hours or without the use of a valid Access Key and who thereby causes a security alert will be responsible for the full amount of any fee charged to the District in connection with such security alert and related response efforts.
- (s) **Use of Non Rentable Outdoor Amenities.** Any outdoor space—including but not limited to the covered patio, pool, and pool deck areas—is designated as a shared community amenity and is not available for private rental or exclusive use. These areas are to remain open and accessible to all Patrons during normal operating hours unless otherwise reserved for a District-organized event. Hosting private parties or gatherings in these areas is strictly prohibited. Patios are intended for quiet, personal use only. Activities that result in excessive noise, overcrowding, or disruption to other Patrons are considered violations of community rules. Exceeding the authorized number of Guests or attempting to claim exclusive use of any non-rentable amenity may result in the suspension or termination of a Patron Household's access and usage privileges.
- (t) **Decorations.** Decorations are only approved within the approved rental space and not permitted on the covered patio, the pool, or the pool deck areas.

## **SMOKING, DRUGS AND ALCOHOL**

Smoking, including using any paraphernalia designed to consume tobacco or other substances such as vaping and electric and non-electronic devices, is prohibited anywhere inside the Amenity Facilities, including any building, or enclosed or fenced area to the maximum extent of the prohibitions set forth in the Florida Clean Indoor Air Act or other subsequent legislation. Additionally, to the extent not prohibited by law, smoking is discouraged in all other areas of the Amenities and on District owned property. All waste must be disposed of in the appropriate receptacles. Any violation of this policy shall be reported to District Staff.

Possession, use and/or consumption of illegal drugs is prohibited at the Amenities and on all other District owned property. Any person that appears to be under the influence of drugs or alcohol will be asked to leave the Amenities. Violation of this policy may result in suspension or termination of Amenity access and usage privileges and illegal drug use may be punished to the maximum extent allowed by law.

## **ALCOHOL POLICIES**

- Consumption of alcohol at the Amenity Facilities must be in strict accordance with these policies and is otherwise prohibited. Patrons aged twenty-one (21) or older may bring their own alcoholic beverages for their own consumption at the Amenity Facilities provided, however, alcohol may not be consumed within any portion of the wet deck, at the fitness center, pickleball courts, playgrounds or dog park. Patrons and their guests who choose to consume alcohol agree to comply with applicable Florida laws and further agree to indemnify and hold harmless the District, Lifestyle Director and their Supervisors, officers, directors, consultants and staff from any and all liability, claims, actions, suits, or demands by any person, corporation or other entity, for injuries, death property damage of any nature, arising out of, or in connection with the, the consumption of alcohol. Patrons and their guests agree that such indemnification shall not constitute or be construed as a waiver of the District's sovereign immunity granted pursuant to Section 768.28, Fla. Stat.
- Patrons intending to serve alcohol to other Patrons or guests at a rented facility must so indicate on the Facility Use Application and complete an Alcohol Request Form. Any Patron who does not (1) so indicate at the time the application is submitted, and (2) complete the Alcohol Request Form, shall not be permitted to serve alcohol.
- Event Liability insurance coverage in the amount of One Million Dollars (\$1,000,000) will be required for all events that are approved to serve alcoholic beverages. Proof of event liability insurance in the form of a Certificate of Insurance must be submitted. The District, the Board, and District staff and consultants are to be named on these policies as additional insureds.
- Patrons must hire a certified bartender to dispense alcohol.
- The Lifestyle Director staff must be present at all private events at which alcohol is served. Patrons shall be required to pay for the staff at a rate to be determined by the Lifestyle Director.
- The District may, in its sole discretion, use the services of a licensed and insured company for the purpose of serving or distributing alcohol at a District-approved function. With the exception of a licensed and insured company retained by the District, no District representative shall serve alcohol even if it is brought by a Patron and there shall be no additional charge for Patrons that choose to bring alcohol.

## **SERVICE ANIMAL POLICY**

Dogs or other pets (with the exception of "Service Animals" as defined by Florida law, trained to do work or perform tasks for an individual with a disability, including a physical, sensory, psychiatric, intellectual or other mental disability) are not permitted within any District-owned public accommodations including, but not limited

to the Amenity Facilities. A Service Animal must be kept under the control of its handler by leash or harness, unless doing so interferes with the Service Animal's work or tasks or the individual's disability prevents doing so.

The District may remove the Service Animal only under the following conditions:

- If the Service Animal is out of control and the handler does not take effective measures to control it;
- If the Service Animal is not housebroken; or,
- If the Service Animal's behavior poses a direct threat to the health and safety of others.

The District is prohibited from asking about the nature or extent of an individual's disability to determine whether an animal is a Service Animal or pet. However, the District may ask whether an animal is a Service Animal required because of a disability and what work or tasks the animal has been trained to perform.



## SWIMMING POOL POLICIES

- (1) **Operating Hours.** Swimming is permitted only during designated hours, as posted at the pool. Swimming after dusk is prohibited by the Florida Department of Health.
- (2) **Pool Deck.** The pool deck includes the area described as the surface area surrounding the pool including paved and unpaved areas located inside the gates..
- (3) **Swim at Your Own Risk.** No Lifeguards will be on duty. All persons using the pool do so at their own risk and must abide by all swimming pool rules and policies.
- (4) **Supervision of Minors.** Minors fourteen (14) years of age or under must be accompanied by, and supervised by, an adult at least eighteen (18) years of age at all times for usage of the pool. All children five (5) years of age or younger, as well as all children who are unable to swim by themselves, must be supervised by a responsible individual eighteen (18) years of age or older, always within arm's length when on the pool deck or in the pool. All children, regardless of age, using inflatable armbands (i.e., water wings) or any approved Coast Guard flotation device MUST be supervised one-on-one by an adult who is in the water and within arm's length of the child.
- (5) **Aquatic Toys and Recreational Equipment.** No flotation devices are allowed in the pool except for water wings and swim rings used by small children, under the direct supervision of an adult as specified in Section (3) immediately above. Use of water toys, such as pool noodles, inflatable rafts, balls, pool floats and other toys and equipment shall be at the sole discretion of the Lifestyle Director, or their designee.
- (6) **Prevention of Disease.** All swimmers must shower before initially entering the pool. Persons with open cuts, wounds, sores or blisters, nasal or ear discharge may not use the pool. No person should use the pool with or suspected of having a communicable disease which could be transmitted through the use of the pool.
- (7) **Attire.** Appropriate swimming attire (swimsuits) must be worn at all times. No thongs or Brazilian bikinis are allowed. Wearing prohibited attire will result in immediate expulsion from the pool area, and, for repetitive behavior, may result in the enforcement of the suspension/termination provisions set forth herein.
- (8) **Horseplay** No jumping, pushing, running, wrestling, excessive splashing, sitting or standing on shoulders, spitting water, or other horseplay is allowed in the pool or on the pool deck area.
- (9) **Diving.** Diving is strictly prohibited at the pool. Back dives, back flips, back jumps, cannonball splashing or other dangerous actions are prohibited.
- (10) **Weather.** The pool and pool area will be closed during electrical storms or when rain makes it difficult to see any part of the pool or pool bottom clearly. The pool will be closed at the first sound of thunder or sighting of lightning and will remain closed for thirty (30) minutes after the last sighting. Everyone must leave the pool deck immediately upon hearing thunder or sighting lightning.
- (11) **Pool Furniture; Reservation of Tables or Chairs.** Tables and chairs may not be removed from the pool deck. Tables or chairs on the deck area may not be reserved by placing towels or personal belongings on them.
- (12) **Entrances.** Pool entrances must be kept clear at all times.
- (13) **Pollution.** No one shall pollute the pool. Anyone who does pollute the pool is liable for any costs incurred in treating and reopening the pool.
- (14) **Swim Diapers.** Children under the age of three (3) years, and anyone who is 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 contaminating the swimming pool and deck area. If contamination occurs, the pool will be shocked and closed for a period of at least twelve (12) hours. Persons not abiding by this policy shall be responsible for any costs incurred in treating and reopening the pool.

- (15) **Staff Only.** Only authorized staff members and contractors are allowed in the service and chemical storage areas. Only authorized staff members and contractors may operate pool equipment or use pool chemicals.
- (16) **Pool Closure.** In addition to Nassau County and the State of Florida health code standards for pools and pool facilities, and as noted above, the pool may be closed for the following reasons:
- During severe weather conditions (heavy rain, lightning and thunder) and warnings, especially when visibility to the pool bottom is compromised (deck also closed).
  - For thirty (30) minutes following the last occurrence of thunder or lightning (deck also closed).
  - Operational and mechanical treatments or difficulties affecting pool water quality.
  - For a reasonable period following any mishap that resulted in contamination of pool water.
  - Any other reason deemed to be in the best interests of the District as determined by District staff.
- (17) **Containers.** No glass or breakable items are permitted in the pool area. No food or chewing gum is allowed in the pool.
- (18) **No Private Rentals.** The pool area is not available for rental for private events. All pool rules and limitations on authorized numbers of Guests remain in full affect during the rental of other Amenity areas.
- (19) **Programming.** District Staff reserves the right to authorize all programs and activities, including with regard to the number of guest participants, equipment, supplies, usage, etc., conducted at the pool, including swim lessons, aquatic/recreational programs and pool parties. Any organized activities taking place at the Amenity Center must first be approved by the District.

#### **FITNESS CENTER POLICIES**

- (1) **Exercise at Your Own Risk.** The fitness center is not supervised during operating hours. All Patrons are encouraged to consult their physician before beginning an exercise program and consult fitness staff for questions about equipment use. All Patrons shall consult District Staff for any questions or concerns about the equipment.
- (2) **Usage Restrictions.** Patrons ages fourteen (14) years and older may use the fitness center, but any minor between the ages of fourteen (14) and seventeen (17) must have a fully executed waiver on file in substantially the form attached hereto as **Exhibit D**. No children under the age of (14) years are allowed in the fitness center at any time.
- (3) **Attire.** Appropriate attire including appropriate athletic gears such as shorts and shirts and closed toed athletic footwear must be worn at all times in the fitness center.
- (4) **Food and Drink.** No food or chewing gum is permitted in the fitness center. Water or other sport drinks must be contained in non-breakable spill-proof containers.
- (5) **Noise.** Personal music devices are permitted if used with headphones and played at a volume that does not disturb others. Cell phones should be silenced and not used while in the fitness center.
- (6) **Equipment.** Weights or other fitness equipment may not be removed from the fitness center. Please replace weights to their proper location after use. Free weights are not to be dropped and should be placed only on the floor or on equipment made specifically for storage of the weights. Individuals are responsible for wiping down fitness equipment after use.
- (7) **Personal Training.** Except as expressly authorized by the District, the provision of personal training services for fees, or solicitation of personal training services for fees, is prohibited.
- (8) **Hand Chalk.** Hand chalk is not permitted.
- (9) **Personal Items.** No bags, gear, or clothing are permitted on the floor of the fitness center or on the fitness equipment.

- (10) **Courtesy.** If a Patron/Guest is waiting, cardiovascular equipment utilization is limited to thirty (30) minutes. If a Patron or Guest is waiting for the weight equipment, individuals should allow others to “work” in between sets. All equipment must be wiped down after use with the wipes and/or spray provided.
- (11) **Maintenance.** All concerns, equipment malfunctions and maintenance needs should be reported to District Staff immediately.
- (12) **Emergencies.** All emergencies and injuries must be reported to District Staff immediately.

#### **PICKLEBALL COURT POLICIES**

- (1) **Use at Own Risk.** Patrons may use the pickleball courts at their own risk and must comply with all posted signage. All Patrons are encouraged to consult their physician before beginning an exercise program and using the pickleball courts.
- (2) **Hours of Operation.** Unless otherwise posted, the pickleball courts are open from dawn until dusk.
- (3) **Supervision of Children.** Supervision by an adult eighteen (18) years and older is required for minors fourteen (14) years of age or under.
- (4) **No Reservations.** The pickleball courts are available for use by Patrons on a first-come, first-serve basis and cannot be reserved. If another Patron is waiting, pickleball court usage shall be limited to one (1) hour.
- (5) **Attire.** Appropriate athletic attire including shorts, shirts and closed toed athletic footwear must be always worn in the pickleball courts. No black soled shoes are permitted.
- (6) **Food and Drinks.** Food and gum are not permitted on the pickleball courts. Drinks must be in a nonbreakable spill-proof container. Patrons are responsible for clean-up of any food or drinks brought by them to the pickleball courts.
- (7) **Prohibited Equipment.** No bicycles, scooters, skateboards, rollerblades or other equipment are permitted on the pickleball courts. No chairs, other than those provided by the District, are permitted on the pickleball courts.
- (8) **Emergencies.** All emergencies and injuries must be reported to District Staff immediately.
- (9) Bags/gear must be stored in the appropriate areas. District Staff is not responsible for lost or stolen items.

#### **PLAYGROUND POLICIES**

- (1) **Use at Own Risk.** Patrons may use the playgrounds and parks at their own risk and must comply with all posted signage.
- (2) **Hours of Operation.** Unless otherwise posted, all playground and park hours are from dawn to dusk.
- (3) **Supervision of Children.** Supervision by an adult eighteen (18) years and older is required for children fourteen (14) years of age or under. Children must always remain within the line of sight of the supervising adult. All children are expected to play cooperatively with other children.
- (4) **Shoes.** Proper footwear is required and no loose clothing especially with strings should be worn.
- (5) **Mulch.** The mulch material is necessary for reducing fall impact and for good drainage. It is not to be picked up, thrown, or kicked for any reason.
- (6) **Food & Drink.** No food, drinks or gum are permitted on the playground, but are permitted at the parks. Patrons are responsible for clean-up of any food or drinks brought by them to the parks.
- (7) **Glass Containers.** No glass containers are permitted.

## **DOG PARK POLICIES**

The District provides a dog park for Patrons to enjoy with their pets. The following guidelines apply

1. The park's operating hours are dawn to dusk.
2. The park is not staffed and shall be used at the user's own risk. The District is not responsible for injuries to visiting dogs, their owners, or others using the park.
3. Dispose of trash in proper receptacle.
4. Park for use by residents, patrons and guests only.
5. All owners are responsible for the behavior of their dogs at all times.
6. Dogs must be leashed while entering and exiting dog park.
7. Dog waste must be cleaned up by owner immediately.
8. Owners must be within dog park and supervising their dog with leash readily available.
9. Handler must be at least 16 years of age.
10. Children under 12 must be accompanied by an adult and supervised at all times.
11. Aggressive dogs must be removed immediately.
12. Dogs should be under voice control.
13. Dogs must wear current county tags and have a current rabies vaccination.
14. Owner must immediately fill in any holes dug by their dogs.
15. Dogs in heat are not allowed in the park.
16. Limit three dogs per adult dog handler.
17. Puppies under four months of age shall not enter the dog park.
18. Human or dog food inside the dog park is prohibited.
19. Dog toys are not permitted inside the dog park.
20. The dog park is designated a "No Smoking" area.

## **FIRE PIT POLICIES**

1. Use of the Fire Pits is available on a first-come, first-served basis.
2. Only Patrons eighteen (18) years of age or older may operate the Fire Pits AT THEIR OWN RISK.
3. Glass and other breakable items are not permitted around the Fire Pits.
4. Patrons must fully turn off the Fire Pit after use; violators will be prohibited from future use.
5. No food is to be cooked in the Fire Pit.
6. No trash or debris is to be thrown into the Fire Pit.
7. No parts of the Fire Pit are to be removed or altered.
8. Chairs around the Fire Pit area are for Fire Pit users only and must not be removed from the Fire Pit area.

## FACILITY RENTAL POLICIES

- (1) **Rentals; Patrons Only.** For the convenience and enjoyment of our Patrons, the social room (including the kitchen) (the “Rentable Facilities”) is available for rental during normal operating hours for organized events. Unless otherwise directed by the District, only Patrons may rent the Rentable Facilities. Patrons may not rent the Rentable Facilities on behalf of non-Patrons. All rentals are subject to availability and the discretion of District Staff. Any outdoor space, including but not limited to the covered patio, the pool, and the pool deck areas, is a shared community space, NOT available for rental and, unless being used for a District-organized event, shall remain open to other Patrons during normal operating hours.
- (2) **Rental Reservation Process.** Patrons interested in renting the Rentable Facilities may request to reserve for a desired rental date and time on a first-come, first-served basis up to three (3) months in advance of such desired rental date. To reserve a desired rental date and time (“Rental Date”), Patrons must submit to the Lifestyle Director a completed Amenity Rental Application in the form attached hereto as **Exhibit C** and a check in the full amount of the Deposit as specified in the Amenity Rates. A desired Rental Date will NOT be reserved until both the completed Amenity Rental Application and the Deposit are received by District Staff and confirmed. District Staff will review the Amenity Rental Application and has full authority to deny the request subject to availability and in its reasonable discretion. No later than fourteen (14) days prior to the Rental Date, Patron must submit a check to the Lifestyle Director for the full amount of the Amenity Rental Fee as specified in the Amenity Rates or Patron’s Deposit will be forfeited and the Rental Date will be released and made available to other Patrons. To make a reservation within fourteen (14) days of the desired rental date, Patrons must submit to District Staff a completed Amenity Rental Application and a check in the total amount of both the Deposit and Rental Fee.
- (3) **Cancellations.** Cancellations must be made in writing and received by the Lifestyle Director at least fourteen (14) days in advance of the Rental Date in order for Patron to receive a refund of the Deposit.
- (4) **Deposits.** Deposits will be returned within ten (10) days of the Rental Date provided there has been no damage to District property and the rental area has been properly cleaned after use. To receive the full refund of the Deposit, the renting Patron must, at minimum:

  - ☐ Remove all garbage, place in dumpster and replace garbage liners;
  - ☐ Remove all decorations, event displays and materials;
  - ☐ Return all furniture and other items to their original position;
  - ☐ Wipe off counters, tabletops, and the sink area;
  - ☐ Clean out and wipe down the refrigerator as well as any cabinets and other appliances used; and
  - ☐ Otherwise clean the Clubhouse and restore it to the pre-rented condition and to the satisfaction of District Staff.
- (5) **Additional Cleaning or Damage.** The District may retain all or part of any Deposit if the District determines, in its sole discretion, that it is necessary to perform additional cleaning or to repair any damages arising from the rental. Should the costs of any such cleaning or repairs exceed the Deposit, the District shall have authority to recover such costs from Patron by any means legally available and to suspend Patron’s access and use privileges until such Patron pays any such amounts. Additionally, should a Patron or Patron’s guests intentionally damage District property, the Patron may be subject to the suspension/termination provisions set forth herein.
- (6) **Duration of Events.** Unless otherwise authorized in writing by the District’s Board of Supervisors pursuant to a special request, rentals shall take place during normal business hours and be for a maximum of five (5) hours, inclusive of set-up and clean-up time. No exceptions shall be made to allow for set-up or cleanup outside of the five (5) hour rental period.
- (7) **Noise.** The volume of any live or recorded music must not violate applicable County noise ordinances or unreasonably interfere with residents’ use and enjoyment of their homes or the other Amenities.

- (8) **Capacity.** The maximum number of Patrons allowed in the social room while renting the facility is 50. Under no circumstances shall the capacity limit of the Rentable Facilities be exceeded during any rental.
- (9) **Decorations.** Decorations are only approved within the rented space and not permitted on the covered patio, the pool, or the pool deck areas.
- (10) **Lookout Amenity Use Policy.**  
Only one event is permitted at the Lookout amenity per day. Priority is given in the following order:
- (1) District Lifestyle events
  - (2) HOA events
  - (3) Community Group events
  - (4) Resident private rentals
- (10) **Holidays.** The social room may not be rented on the following holidays:  
New Year's Eve, New Year's Day, Easter, Memorial Day Weekend, Labor Day Weekend, Thanksgiving Day, Christmas Eve, Christmas Day  
Final approval of the requested date is at the discretion of District staff.
- (11) **Insurance.** Additional liability insurance coverage may be required for events that the District determines in its sole discretion should require additional liability insurance. Any vendor on District property during a facility rental will be required to provide insurance. The District must be named as an additional insured on any such insurance policy in order to satisfy any such requirement for additional liability insurance.
- (12) **Adherence to District Rules.** Patrons are responsible for their invitees' adherence to the District's rules and policies, including the Amenity Policies. Failure of any Guests or invitees to adhere to the District's rules and policies may be basis for the suspension or termination of the Patron's privileges to access and use the Amenities. Any resident who fails to follow District staff rules set forth may risk losing access or forfeiting their deposit.

## LAKES AND PONDS POLICIES

Lakes and Ponds (used interchangeably and reference to one shall implicate the other) within the District primarily function as retention ponds to facilitate the District's system for treatment and attenuation of stormwater runoff and overflow. As a result, contaminants may be present in the water. These policies are intended to limit contact with such contaminants and ensure the continued operations of the Ponds while allowing limited recreational use of the same.

- (1) Users of District Lakes shall not engage in any conduct or omission that violates any ordinance, resolution, law, permit requirement or regulation of any governmental entity relating to the District Lakes.
- (2) Wading and swimming in District Lakes are prohibited.
- (3) Patrons may fish from District Lakes AT THEIR OWN RISK. However, the District has a "catch and release" policy for all fish caught in these waters.
- (4) Pets are not allowed in the District Lakes.
- (5) Owners of property lying contiguous to the District Lakes shall take such actions as may be necessary to remove underbrush, weeds or unsightly growth from the Owner's property that detract from the overall beauty, setting and safety of the property. Additionally, in accordance with that certain Declaration of Covenants, Conditions, and Restrictions for Tributary dated June 15, 2020, as may be amended from time-to-time (the "Declaration"), owners of property lying contiguous to the District Lakes shall maintain the lawn, in accordance with the Declaration, to the Lake's waterline.
- (6) No docks or other structures, whether permanent or temporary, shall be constructed and placed in or around the District Lakes or other District stormwater management facilities unless properly permitted and approved by the District and other applicable governmental agencies.
- (7) No pipes, pumps or other devices used for irrigation or the withdrawal of water shall be placed in or around the District Lakes, except by the District.
- (8) No foreign materials may be disposed of in the District Lakes, including, but not limited to: tree branches, paint, cement, oils, soap suds, building materials, chemicals, fertilizers, or any other material that is not naturally occurring or which may be detrimental to the Lake environment.
- (9) Easements through residential backyards along the community's stormwater management system are for maintenance purposes only and are not general grants for access for fishing or any other recreational purpose. Access to residents' backyards via these maintenance easements is prohibited. Unless individual property owners explicitly grant permission for others to access their backyards, entering their private property can be considered trespassing. Please be considerate of the privacy rights of other residents.
- (10) Beware of wildlife - water moccasins and other snakes, alligators, snapping turtles, birds and other wildlife which may pose a threat to your safety are commonly found in stormwater management facilities in Florida. Wildlife may neither be removed from nor released into the District Lakes; notwithstanding the foregoing, nuisance alligators posing a threat to the health, safety and welfare may be removed by a properly permitted and licensed nuisance alligator trapper, in accordance with all applicable state and local laws, rules, ordinances and policies including but not limited to rules promulgated by the Florida Fish and Wildlife Conservation Commission ("FWC"). Anyone concerned about an alligator is encouraged to call FWC's toll-free Nuisance Alligator Hotline at 866-FWC-GATOR (866-392-4286).
- (11) Any hazardous condition concerning the District Lakes must immediately be reported to the District Manager and the proper authorities.

## SUSPENSION AND TERMINATION OF PRIVILEGES

1. **Introduction.** This rule addresses the suspension and termination of privileges to use the Amenity

Facilities.

2. **Violations.** The privileges of a Patron of the Amenities, including resident owners, designated tenants, non-residents who pay the applicable non-resident usage fee, and members of the households of any of the foregoing (collectively, "Patron"), to use the Amenities may be suspended or terminated if the Patron engages in any of the following behavior:
  - a) Submits false information on any application for use of the Amenities;
  - b) Permits the unauthorized use of an Access Key;
  - c) Exhibits unsatisfactory behavior, deportment or appearance;
  - d) Fails to pay fees owed to the District in a proper and timely manner;
  - e) Fails to abide by any policies or rules established for the use of the Amenities;
  - f) Treats the District's supervisors, staff, facility management, contractors, or other representatives, or other Patrons, in an unreasonable or abusive manner;
  - g) Damages or destroys District property; or
  - h) Engages in conduct that is improper or likely to endanger the welfare, safety, harmony or reputation of the District, or its supervisors, staff, facility management, contractors, or other representatives, or other Patrons.
3. **Reporting of Violations.** For all offenses outlined in Section 2 above, District Staff shall create a written report of the incident, which report shall be signed by the offending Patron and the District Manager or Lifestyle Director, as the case may be, and kept on file by the District. If the offending Patron refuses to sign the incident report, it shall be kept on file by the District with a notation to that effect by District Staff, as the case may be.
4. **Suspension by the District Manager or Lifestyle Director / Appeal of Suspension.** District Staff may at any time suspend a Patron's privileges to use the Amenity Facilities for committing any of the violations outlined in Section 2. Such suspension shall be for a maximum period of 30 consecutive days. In determining the length of any suspension, the District Manager, or Lifestyle Director, shall take into account the nature of the conduct and any prior violations. A Patron subject to a suspension under this Section 4 may appeal the suspension to the District's Board of Supervisors ("Board") by filing a written request for an appeal, which written request shall be immediately sent to the District's Chairperson. The filing of a request for an appeal shall not result in the stay of the suspension. The District shall consider the appeal at its next Board meeting and shall provide reasonable notice to the Patron of the Board meeting where the appeal will be considered. At that meeting, the Board shall allow the Patron to appear and present statements and/or evidence on the Patron's behalf, subject to any reasonable restrictions that the Board may impose. The Board may take any action deemed by it in its sole discretion to be appropriate under the circumstances, including affirming, overturning or otherwise modifying the suspension, to address the appeal and any violations outlined in Section 2. In determining the appropriate action to be taken, the Board shall take into account the nature of the violation and any prior violations.
5. **Suspension or Termination by the Board.** District Staff may recommend to the Board, or the Board on its own initiative may elect to consider, a suspension or termination of a Patron's privileges for committing any of the violations outlined in Section 2. At least 15 days prior to any Board meeting where a suspension or termination is to be considered under this Section, the District shall send written notice of the meeting by United States mail to the Patron's last known address. Upon prior written request submitted by the Patron to the District at least 5 days prior to the meeting, the Board shall allow the Patron to appear at the meeting and present statements and/or evidence on the Patron's behalf, subject to any reasonable restrictions that the Board may impose. The Board may take any action deemed by it in its sole discretion to be appropriate under the circumstances to address the violations outlined in Section 2, including suspension or permanent termination of a Patron's privileges to use the Facilities. In determining the



appropriate action to be taken, the Board shall take into account the nature of the violation and any prior violations.

#### USE AT OWN RISK; INDEMNIFICATION

Any Patron, Guest, or other person who participates in the Activities (as defined below), shall do so at his or her own risk, and said Patron, Guest or other person and any of his or her Guests and any members of his or her Household shall indemnify, defend, release, hold harmless and forever discharge the District and its present, former and future supervisors, staff, officers, employees, representatives, agents and contractors of each (together, "Indemnitees"), for any and all liability, claims, lawsuits, actions, suits or demands, whether known or unknown, in law or equity, by any individual of any age, or any corporation or other entity, for any and all loss, injury, damage, theft, real or personal property damage, expenses (including attorneys' fees, costs and other expenses for investigation and defense and in connection with, among other proceedings, alternative dispute resolution, trial court and appellate proceedings), and harm of any kind or nature arising out of or in connection with his or her participation in the Activities, regardless of determination of who may be wholly or partially at fault.

Should any Patron, Guest, or other person bring suit against the Indemnitees in connection with the Activities or relating in any way to the Amenities, and fail to obtain judgment therein against the Indemnitees, said Patron, Guest, or other person shall be liable to the District for all attorneys' fees, costs and other expenses for investigation and defense and in connection with, among other proceedings, alternative dispute resolution, trial court, and appellate proceedings.

The waiver of liability contained herein does not apply to any act of intentional, willful or wanton misconduct by the Indemnitees.

For purposes of this section, the term "Activities" shall mean the use of or acceptance of the use of the Amenities, or engagement in any contest, game, function, exercise, competition, sport, event or other activity operated, organized, arranged or sponsored by the District, its contractors or third parties authorized by the District.

Prior to using the Amenity Facilities, all Guests shall be required to execute the Guest Pass/Liability Waiver Form attached hereto as part of Composite Exhibit D.

#### SOVEREIGN IMMUNITY

Nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, F.S., or other statutes or law.

#### SEVERABILITY

The invalidity or unenforceability of any one or more provisions of these policies shall not affect the validity or enforceability of the remaining provisions, or any part of the policies not held to be invalid or unenforceable.

#### AMENDMENTS AND WAIVERS

The Board in its sole discretion may amend these Amenity Policies from time to time. The Board by vote at a public meeting or the District Manager may elect in its/their sole discretion at any time to grant waivers to any of the provisions of these Amenity Policies, provided however that the Board is informed within a reasonable time of any such waivers.

The above Amenity Policies and Rates were adopted on \_\_\_\_\_, 20\_\_ by the Board of Supervisors

for the Three Rivers Community Development District, at a duly noticed public hearing and meeting.

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**Secretary/Assistant Secretary**

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**Chairperson, Board of Supervisors**

**Exhibit A:** Amenity Rates

**Exhibit B:** Amenity Access Registration Form

**Exhibit C:** Amenity Rental Application Form

**Composite Exhibit D:** Parental Waiver and Release Form and Guest Pass/Liability Waiver Form

**EXHIBIT A**  
**AMENITY RATES**

TYPE	RATE	
Annual User Fee	\$3,200	
Replacement Access Keys	\$30.00	
Amenity Rental – Deposit	\$250.00	
Amenity Rental – Fee for Social Room <sup>1</sup> (AC Space) During regular hours of operation	\$50.00 per hour	
Amenity Rental – Fee for Social Room <sup>2</sup> (AC Space) Outside of regular hours of operation	\$100.00 per hour	
Amenity Rental - Cancellation Fee	If event is canceled within 14 days of reservation date, subject to \$50 cancellation fee	
Kitchen/Storage Area	Included in Social Room Rental	

<sup>1</sup> The Social Room may not be subdivided for separate rentals. The maximum rental time period is five hours, and rental time periods, regardless of the duration, shall include set up and tear down

<sup>2</sup> The Social Room may not be subdivided for separate rentals. The maximum rental time period is five hours, and rental time periods, regardless of the duration, shall include set up and tear down

Amenity Rates: Adopted \_\_\_\_\_ ,

**EXHIBIT B**  
**AMENITIES ACCESS REGISTRATION FORM**

Amenities Access Registration Form: Adopted \_\_\_\_\_, 20

**THREE RIVERS COMMUNITY DEVELOPMENT DISTRICT AMENITIES  
ACCESS REGISTRATION FORM**

NAME:

---

ADDRESS:

---

HOME TELEPHONE:

CELL PHONE:

---

EMAIL ADDRESS:

---

ADDITIONAL RESIDENT 1:

DOB IF UNDER 18

---

ADDITIONAL RESIDENT 2:

DOB IF UNDER 18

---

ADDITIONAL RESIDENT 3:

DOB IF UNDER 18

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ADDITIONAL RESIDENT 4:

DOB IF UNDER 18

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**ACCEPTANCE:**

I acknowledge receipt of the Access Key(s) for the above listed residents and that the above information is true and correct. I understand that I have willingly provided all the information requested above and that it may be used by the District for various purposes. **I also understand that by providing this information that it may be accessed under public records laws.** I also understand that I am financially responsible for any damages caused by me, my family members or my guests and the damages resulting from the misuse of my or my family members' Access Key. It is understood that Access Keys are non-transferable except in accordance with the District's rules, policies and/or regulations. In consideration for the admittance of the above listed persons and their guests into the facilities owned and operated by the District, I agree to hold harmless and release the District, its supervisors, agents, officers, professional staff and employees from any and all liability for any injuries that might occur, whether such occurrence happens wholly or in part by me or my family members' or guests' fault, in conjunction with the use of any of the District's Amenity Facilities (as defined in the District's Amenity Policies & Rates), as well while on the District's property. Nothing herein shall be considered as a waiver of the District's sovereign immunity or limits of liability beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28 Florida Statutes or other statute.

\_\_\_\_\_  
Signature of Patron (Parent or Legal Guardian if Minor)

\_\_\_\_\_  
Date

**AFFIDAVIT OF RESIDENCY: (REQUIRED IF LEGAL FORM OF PROOF OF RESIDENCY NOT PROVIDED)**

I hereby state that the address listed above is the bona fide residence for all residents listed in this Amenities Access Registration Form and that such address is located within the Three Rivers Community Development District. I acknowledge that a false statement in this affidavit may subject me to penalties for making a false statement pursuant to Section 837.06, *Florida Statutes*. I declare that I have read the foregoing and the facts alleged are true and correct to the best of my knowledge and belief.

\_\_\_\_\_  
Signature of Patron

State of Florida

County of \_\_\_\_\_

The foregoing was acknowledged before me by means of ☐ physical presence or ☐ \_\_\_\_\_ online  
notarization this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_, by \_\_\_\_\_ who is [ ] personally known to me or [ ] produced \_\_\_\_\_ as identification.

(NOTARY SEAL)

\_\_\_\_\_  
Official Notary Public Signature

Amenities Access Registration Form, Page 1 of 2

**RECEIPT OF DISTRICT'S AMENITY POLICIES AND RATES:**

I acknowledge that I have been provided a copy of and understand the terms in the **Amenity Policies and Rates** of the Three Rivers Community Development District.

\_\_\_\_\_  
Signature of Patron  
(Parent or Legal Guardian if minor)

\_\_\_\_\_  
Date

**GUEST POLICY:**

Please refer to the **Amenity Policies and Rates** for the most current policies regarding guests.

**PLEASE RETURN THIS FORM TO:**

Three Rivers Community Development District  
Attn: Craig Wrathell, District Manager  
2300 Glades Road, Suite 410W  
Boca Raton, Florida 33431  
(561) 571-0010  
Email: [www.whhassociates.com](http://www.whhassociates.com)

**OFFICE USE ONLY:**

\_\_\_\_\_  
Date Received

\_\_\_\_\_  
Date Entered in System

\_\_\_\_\_  
Staff Member Signature

PRIMARY RESIDENT: \_\_\_\_\_

**ADDITIONAL INFORMATION:**

Phase \_\_\_\_ - \_\_\_\_ Phase \_\_\_\_ - \_\_\_\_ Phase \_\_\_\_ - \_\_\_\_

New Construction: \_\_\_\_ Re-Sale: \_\_\_\_ Prior Owner: \_\_\_\_\_

Rental: \_\_\_\_ Landlord/Owner: \_\_\_\_\_

Lease Term: \_\_\_\_ Tenant/Renter: \_\_\_\_\_





**THREE RIVERS COMMUNITY DEVELOPMENT DISTRICT  
AMENITY RENTAL APPLICATION FORM**

Name of Applicant:

Today's Date:

Street Address:

Contact Phone:

Alternate Phone:

Email:

Intended Use:      Estimated Attendance:      Date of Event:      Time: (5hr max.) to

***Please initial by each:***

\_\_\_\_\_ ***The reservation is not reviewed until the completed Amenity Rental Application Form, deposit and rental fee have been received by Three Rivers Community Development District Staff.***

\_\_\_\_\_ There is a maximum capacity of 50 persons for the Social Room. Patrons must inform their guests that once the scheduled Event is completed, all guests are requested to exit. Please note: Existing seating accommodates 39 guests.

The five (5) hour maximum time limit includes set-up and post-event clean up and applies to all guests in attendance.

Standard guest policy applies outside the scheduled rental timeframe and to all other District amenities during the rental timeframe. For the time of the scheduled use (reservation) the renter has the exclusive use of the Social Room only. Any outdoor space, including but not limited to the covered patio, the pool, and the pool deck areas, is a shared community space, NOT available for rental and, unless being used for a District-organized event, shall remain open to other Patrons during normal operating hours.

Decorations are only approved within the rented space and not permitted on the covered patio.

\_\_\_\_\_ The interior and exterior of the Clubhouse is under closed circuit television surveillance

\_\_\_\_\_ Additional liability insurance coverage may be required for events that the District determines in its sole discretion should require additional liability insurance. Any vendor on District property during a facility rental will be required to provide insurance. The District must be named as an additional insured on any such insurance policy in order to satisfy any such requirement for additional liability insurance.

**Amenity Rental Deposit & Rental Fee:** A security deposit in the amount of Two Hundred Fifty Dollars (\$250.00) & applicable rental fee made payable to **Three Rivers Community Development District** shall be submitted to the District Staff along with this Application, and in no event shall be submitted later than five (5) days from the date of this Application provided above.

\_\_\_\_\_ The Deposit will be refunded to Patron within ten (10) business days following the event provided all requirements set forth in the Amenity Policies are complete. If the Deposit will not be refunded, the Patron will be notified by District Staff within five (5) business days following the event.

\_\_\_\_\_ **Rental Fee:** During regular hours of operation, a non-refundable Rental Fee of fifty dollars (\$50.00) per hour will be charged for the Social Room. After hours rentals may be accommodated at a rate of one hundred dollars (\$100) per hour outside normal hours of operation. A separate check shall be made out to the Three Rivers Community

Development District and submitted to District Staff at the time of reservation. The Rental Fee will be deposited upon approval of the rental application. Deposit will be held until the completion of the event and inspection of the Social Hall. Cancellations made up to 14 days prior to the event, will receive a full refund of their rental fee and deposit. Cancellations made less than fourteen (14) days prior to the reservation date will receive a refund of the rental fee less a \$50 cancellation fee.

**Adherence to District Rules.** Patrons are responsible for their invitees' adherence to the District's rules and policies, including the Amenity Policies. Failure of any Guests or invitees to adhere to the District's rules and policies may be basis for the suspension or termination of the Patron's privileges to access and use the Amenities. Any resident who fails to follow District staff rules set forth may risk losing access or forfeiting their deposit.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I agree to defend, indemnify and hold harmless the Three Rivers Community Development District, and its agents, supervisors, officers, directors, employees and professional staff from any and all liability, claims, actions, suits or demands by any person, corporation or other entity, for injuries, death and/or property damage of any nature arising out of or in connection with the use of the District's Amenities. Nothing herein shall constitute or be construed as a waiver of the District's sovereign immunity granted pursuant to Section 768.28, Fla. Stat. or other applicable law.

I have read, understand and agree to abide by all policies and rules of the District governing the District Amenities, including but not limited to the District's Rules of Procedure and Amenity Policies and Rates, all as may be amended from time to time (collectively, "policies and rules"). Failure to adhere to the District's policies and rules may result in the suspension or termination of my or my family members' privileges to use or access the District Amenities. I also understand that I am financially responsible for any damages caused by me, my family members and my guests. If requested, I will obtain an event insurance policy naming the Three Rivers Community Development District and their agents, supervisors, officers, directors, employees and professional staff as additional insured.

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Date

\_\_\_\_\_ Additional fees may be assessed if the clean-up is incomplete, event is not limited to reservation time frame or there is damage to the Amenities.

***For District Use Only:***

Deposit Amount: \$ \_\_\_\_\_

Number of Guests:

Check #

Date:

\_\_\_\_\_

Received By: \_\_\_\_\_

\_\_\_\_\_ Date: \_\_\_\_\_

Rental Fee Amount: \$ \_\_\_\_\_ Check

Received By: \_\_\_\_\_ #:

**Composite Exhibit D**  
**Consent and Waiver Agreement and**  
**Guest Waiver and Release**

Waiver and Release Form: Adopted \_\_\_\_\_, 20

**CONSENT AND WAIVER AGREEMENT**

Notice to minor child's natural guardian, pursuant to Section 744.301, Florida Statutes:

READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF THREE RIVERS COMMUNITY DEVELOPMENT DISTRICT (THE "DISTRICT") USES REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM THE DISTRICT IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND THE DISTRICT HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

The Three Rivers Community Development District, pursuant to Chapter 190, Florida Statutes, owns and operates certain recreational facilities including a Fitness Center with aerobic and weight machines (the "Fitness Center"). It is the District's policy that the Fitness Center is to be used by only Patrons, as such term is defined in the District's Amenity Policies and Rates, as amended from time to time (the "Policies"), who are eighteen years of age or older. The policies provide that Patrons between the ages of fourteen and seventeen may use the Fitness Center during regular operating hours if they have a waiver of liability fully executed and registered at the District Staff's office. This document serves as the waiver of liability contemplated by the Policies.

I, \_\_\_\_\_, the undersigned parent or legal guardian of \_\_\_\_\_, a minor child, on behalf of myself, my minor child, my personal representatives and my heirs hereby voluntarily agree to indemnify, defend, release, hold harmless and forever discharge the Three Rivers Community Development District, and its present, former and future supervisors, staff, officers, employees, representatives, agents and contractors from any and all liability, claims, lawsuits, actions, suits or demands, whether known or unknown, in law or equity, for any and all loss, injury, damage, theft, real or personal property damage, expenses (including attorneys' fees, costs and other expenses for investigation and defense and in connection with, among other proceedings, alternative dispute resolution, trial court, and appellate proceedings), and harm of any kind or nature arising out of, or in connection with, my child's use of the Fitness Center.

I expressly acknowledge that I assume all risk for all injuries and illness that may result from my child's participation in all use of the Fitness Center. I further acknowledge that my child's use of the Fitness Center, and all equipment therein, shall be in strict accordance with its intended use and in the manner for which it has been designed and the District may, in its sole discretion, withdraw its consent to my child's use if there is any misuse of the Fitness Center on my child's part. The District Staff shall have the authority to determine if any such misuse has occurred. I understand that the District is not responsible for personal property lost or stolen while participating in these activities. I further understand that no accident, medical or automobile coverage is provided for these activities.

I understand that this document is intended to be as broad and inclusive as permitted by the laws of the State of Florida. I further understand that nothing in this waiver and release shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, Florida Statutes or other statute or law. I agree that if any portion of this waiver and release is deemed invalid, that the remainder will remain in full force and effect.

I further understand that the Policies may be amended by the District, with or without cause and in the District's absolute sole discretion, at any time and without notice and I hereby waive any claim I may have against the District if such a change results in my child being no longer authorized to use the Fitness Center.

**I am of at least eighteen (18) years or older and am freely signing this document. In addition to the foregoing, my execution of this document shall also serve as my consent and permission to my child's use of the Fitness Center. I have read this document and understand its terms, and further understand that by signing this document that I am waiving certain legal rights and remedies.**

Participant/Minor Child Name:  
Parent/Guardian \_\_\_\_\_

Participant/Minor Date of Birth: \_\_\_\_\_

\_\_\_\_\_  
Email Address: \_\_\_\_\_

Parent/Guardian Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

Emergency Contact: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Name: \_\_\_\_\_

## Three Rivers Community Development District GUEST PASS/LIABILITY WAIVER FORM

**I \_\_\_\_\_ (Insert Guest Name) hereby indemnify, release, hold harmless, agree to defend and forever discharge the Three Rivers Community Development District ("District") and its respective officers, directors, affiliates, employees, contractors and agents of and from any and all claims, demands, expenses, including but not limited to medical expenses, debts, contracts, causes of action, lawsuits, damages and liabilities of every kind and nature, whether known or unknown, in law or equity, that arise from my use of the District's property by me, my child or children under my care or supervision.**

Without limiting the foregoing, I hereby acknowledge and agree that the District will not in any way supervise or oversee the activities occurring on the District's property as a result of my use of any such property. I further acknowledge and agree that my guests and invitees are attending at my request and that it will be my sole responsibility to maintain a safe and hazard free condition.

This Waiver and Release is binding upon me, children in my care and custody, my heirs, executors, legal representatives, and successors. The provisions of this Waiver and Release will continue in full force and effect even after the conclusion of my use of the District's property. The provisions of this waiver of liability may be waived, altered or amended or repealed, in whole or in part, only upon the prior written consent of the District.

**I CERTIFY THAT I HAVE READ THIS DOCUMENT, AND I FULLY UNDERSTAND ITS CONTENT. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND I SIGN IT OF MY OWN FREE WILL. I UNDERSTAND THAT BY SIGNING BELOW, SUCH WAIVER AND RELEASE, INCLUDING ALL OF THE TERMS IN THE PRECEDING PARAGRAPHS, SHALL APPLY EACH AND EVERY TIME I UTILIZE THE DISTRICT'S AMENITIES.**

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Signature of Guest

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Date

Phone Number:

Address of Resident:

Resident Phone Number

**Composite Exhibit E Community  
Interest Groups**



## Community Group Guidelines

**Definition:** Comprised of Tributary residents who share a common interest in a hobby, social, cultural, or recreational activity. Membership is open to all residents in Good Standing with the Community without discrimination regarding race, religion, ethnic background, national heritage, familial status, age, or any other legally protected class.

**Introduction:** Thank you for your interest in starting a Community Group at Tributary! Please review the guidelines below that specify the purpose and qualifications of Community Groups, their use of the amenities, and other issues such as leadership, promotion, and financial management.

### I. Guidelines

A. Community Group Purpose: The purpose of a Tributary Community Group is to bring together, in an organized manner, Tributary residents who have common interests and/or talents and to promote a robust lifestyle.

B. Community Group Qualifications

#### a. Membership

- i. Residents who wish to start a Community Group must complete a *Community Group Application* (Exhibit A) for approval by the Board of Supervisors.
- ii. A proposed Community Group must have a minimum of ten (10) interested Tributary Residents. The required Group Roster (Exhibit B) is to be completed and submitted with the Community Group Application. If a Community Group needs additional members, the Lifestyle Director may, upon request, assist in gauging interest and promoting the Community Group through the Tributary Newsletter.
- iii. Only Tributary Residents may be Community Group members. Guest participation in accordance with the guest policy is allowed at the discretion of the Community Group leader, but may not be counted toward the minimum number of members required to start a Community Group or prohibit a resident from attending due to capacity limitations. All guests participating in Community Group activities must be accompanied by a Resident.
- iv. Although the focus of a particular Community Group may appeal to the special interests of only some residents, Community Groups may not deny membership or participation in activities to any Tributary resident based on race, religion, ethnic background, national heritage, familial status, age or any other legally protected class.
- v. A Community Group may not limit the number of residents permitted to join the Group. The number of Members in a given Group event may, however, be limited due to the size of the facility; safety concerns, or space requirements. Other caps or limitations must be pre-approved.

#### b. Administrators

- i. Community Groups must have at least one (1) designated Group Leader who provides the Lifestyle Director with contact information to be provided in the Tributary Newsletter communications and/or for other publications.





- ii. The Interest Group leader shall be specified as part of the initial Community Group application.
- iii. The designated Group Leader must sign the Three Rivers CDD Amenity Policies & Rates and agree to ensure the Group abides by the Three Rivers CDD Amenity Policies & Rates.
- iv. The designated Group Leader agrees to notify the Management team immediately if violations of the Amenity Center guidelines are committed by any Group members..
- v. The Community Group Leader must apprise the Lifestyle Director on a regular basis of updates, activities, programs, and room reservation needs through [hello@tributaryliving.com](mailto:hello@tributaryliving.com) by the applicable submission deadline. All requests must be sent in writing to the Lifestyle Director at [hello@tributaryliving.com](mailto:hello@tributaryliving.com) by the 10th of the previous month to be included in the monthly newsletter. The Management staff is not required to be in attendance at Group meetings and/or functions, though may at times choose to attend. The Lifestyle Director will be available to assist in facilitating the usage of amenity space, communications, and calendar updates as provided by the Group Leader.
- vi. The substance and activities of the Group are the responsibility of the Group Leader and other Members of the Group, so long as they are in compliance with the Three Rivers CDD Amenity Policies & Rates & other Governing Documents.
- vii. The District reserves the right to remove Group Leaders who are found to be in violation of any of the defined Community guidelines.
- viii. The Group Leader and its members are responsible for all communications to Group Members. Group leaders shall create a distribution list for group communication or provide the complete communication to be included in the newsletter by the specified deadline.
- ix. The Group's designated leader will be responsible for keeping an updated contact list of all Group Members.
- x. Resident-run Facebook Groups and other forms of social media will not be monitored by the Lifestyle Director or Management staff.
- xi. Group communications to be advertised in the Tributary Newsletter concerning upcoming meetings, events, etc., must be received in its entirety by the Lifestyle Director no later than the 10th of the previous month.
- xii. The Lifestyle Director reserves the right to edit communications for brevity or readability, and/or to request the Group Leader to edit communications for clarity or other reasons.

c. Activities and Meetings

- i. Community Groups may not participate in or endorse any activity that is illegal or that could impact the Community's insurance coverage.
- ii. Community Groups must have a minimum of four (4) meetings and/or activities annually, either at a Tributary Amenity or other off-site location.



- iii. Community Groups may schedule additional meetings and use Amenity space contingent upon availability. Community Groups may use Amenity space for meetings and other activities, but the meeting duration and frequency may be limited, based on availability.
- iv. Amenity space shall be used “as-is.” Any changes to the configuration must be made by the Community Group Members and the room must be restored to its original state upon completion of the meeting/event.
- v. Community Groups and their members must adhere to the TributaryThree Rivers CDD Amenity Policies & Rates and all other Governing Documents. vi. Upon request, Community Groups must provide [hello@tributaryliving.com](mailto:hello@tributaryliving.com) with a roster of the individuals who participated in a Group activity.
- d. Supplies
  - i. Community Groups must purchase their own equipment and materials.
  - ii. A Community Group may request that the District purchase additional items by submitting such requests to the Lifestyle Director. Except as otherwise approved by the District, the cost of such items must be covered by the financial resources of the Community Group. If the item is deemed appropriate to be incorporated into the supplies of the Tributary Amenity, such items may be purchased by the District and, except as otherwise approved by the District, become the property of the District.
  - iii. Community Groups must take supplies to/from the Amenity for their meetings.

#### C. Allocation and Use of Tributary Amenities

- a. Community Groups may reserve Amenity space free of charge for regular membership meetings and activities based on availability & Community Group approval during the Tributary Amenity operating hours.
- b. Free space allocation of Tributary Amenities depends on the availability of the rooms and other areas for meetings and activities. Community Groups that require space in addition to that allocated as part of their approved meeting schedule may be required to pay a rental fee. In such instances, the fee will be presented to the Community Group at the time the reservation is made.
- c. Community Groups are expected to perform whatever cleanup (including trash removal, sweeping, etc.) is necessary to leave the Amenity in the same or better condition than it was upon arrival. In the event an Amenity space is not returned to its original condition after group use, the District may charge the Community Group a cleaning fee.
- d. Groups will be permitted thirty (30) minutes of set-up before and thirty (30) minutes of clean-up time after an Amenity Center event if the Amenity is otherwise unreserved at those times.
- e. Groups requiring more than thirty (30) minutes of set-up or clean-up time must receive prior approval.
- f. Groups may be limited in terms of duration and frequency & schedule of meetings is subject to change at the discretion of management, availability, and demand.

#### D. Promotion



- a. Community Groups must provide the Lifestyle Director with a description of their purpose and activities for use in community marketing materials and electronic communications.
  - b. The Tributary Newsletter e-mails advertise Community Groups, which will specify the meeting schedule and Group Leader's name and contact information. Each Community Group Leader is responsible for submitting any changes to the Community Group's information to the Lifestyle Director via email.
  - c. If a Community Group wishes to promote an event or meeting on the Tributary calendar or within the Tributary e-mail, all information (event description, date, time, location, and RSVP request) must be sent via e-mail to [hello@tributaryliving.com](mailto:hello@tributaryliving.com) by the specified submission deadline.
  - d. Communications must be received in their entirety by email to the Lifestyle Director. The Lifestyle Director reserves the right to edit communications for brevity or readability, and/or to request the Group Administrator to edit communications for clarity or other reasons.
- E. Dues, Financial Management, and Liability
- a. Community Groups are expected to be non-profit. All funds received by the Community Group must be used to further the Community Group's purposes, and not to remunerate any Owner, Resident, or Member.
  - b. To encourage participation by all residents, no dues, initiation fees or other membership fees may be charged. However, if supplies or additional room rentals are necessary, Community Groups can charge fees to offset the cost of these supplies and rentals. Such fees shall not be used to benefit any Owner, Resident, or Member and must be tracked by the Group.
  - c. Fees may be collected for the cost of specific services or expenses for Group events.
  - d. The District and its designees or agents assume no responsibility for the fiscal management of Community Groups, whether officially recognized by the District or not.
  - e. The District and its designees or agents assume no responsibility for accidents, injuries or incidents resulting from participation in any Community Group. All such incidents should be reported to the Management Team immediately.
- F. Compliance and Authority
- a. The Management reserves the right to disband any Community Group and/or revoke the use of the Tributary Amenities for non-compliance with these Guidelines, and/or for other reasons it may deem necessary.
  - b. Any such action Management shall be subject to prior notice, and the Community Group will be given the opportunity to request a hearing on the matter prior to any such action

**EXHIBIT A- COMMUNITY GROUP APPLICATION**

Date Submitted:

\_\_\_\_\_



We are pleased to offer the opportunity for residents to create their own clubs and interest groups that enhance the quality of life and recreational experiences offered within our community. To ensure that all clubs and interest groups are developed and implemented successfully and to allow us to effectively promote your club, we request that this application is completed and submitted to our office for approval.

### Club & Interest Group Information

**Group Leader Name:**

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**Address:**

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**Phone:**

---

**Email Address:**

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**Community Group Name:**

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**Description:**

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**Proposed Meeting Dates:**

---

**Proposed Meeting Times:**

---

**Proposed Events:**

**Required Roster Provided?**

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\_\_\_\_ NO \_\_\_\_

YES

My signature indicates that I have read and understand the Community Group Guidelines & Three Rivers Community Development District Amenity Policies and I agree to ensure that all members of the Community Group will abide by the established rules. I understand that this application will be submitted to and reviewed by the Board for approval.

Resident Signature: \_\_\_\_\_

### Group Roster

**Resident Name**

**Resident Address**




**A Group Roster with minimum of 10 interested Tributary residents is required to form a Community Group.**

**Management Review**

Comments: 

Approved

Denied

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