

**RIVERWOOD COMMUNITY DEVELOPMENT DISTRICT  
RULES - Updated 9/19/2023**

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## **RIVERWOOD COMMUNITY DEVELOPMENT DISTRICT - Updated 5/16/2023**

### **Section 1 Rules of Procedure**

#### **Section 1.1 General.**

- A. The Riverwood Community Development District (the “District”) was created pursuant to the provisions of Chapter 190, Florida Statutes and was established to provide for the ownership, operation, maintenance, and provision of various capital facilities and services within its jurisdiction. The purpose of these rules (the “Rules”) is to describe the general operations of the District.
- B. Definitions located within any section of these Rules shall be applicable within all other sections, unless specifically stated to the contrary.

Specific Authority: §§ 190.011, 120.53(4)(a), Fla. Stat.

Law Implemented: §§ 190.011(5), 120.53(4)(a), Fla. Stat.

#### **Section 1.2 Board of Supervisors; Officers and Voting.**

- A. Board of Supervisors. The Board of Supervisors of the District (the “Board”) shall consist of five (5) members. Members of the Board must be residents of the State of Florida and citizens of the United States. The Board shall exercise the powers granted to the District.
- B. Term of Officers. Board members shall hold office for the term specified by Section 190.006, Florida Statutes. If, during the term of office, any Board Member(s) vacates their office, the remaining member(s) of the Board shall fill the vacancies by appointment for the remainder of the term(s).
- C. Vacancies: Quorum. Three (3) members of the Board physically present at the same location shall constitute a quorum for the purposes of conducting business and exercising its powers and for all other purposes. However, if three (3) or more vacancies occur at the same time, a quorum is not necessary to fill the vacancies. Action taken by the Board shall be upon a majority vote of the members present, unless otherwise provided in the Rules or required by law. Members of the board, as well as staff or employees of the District may be present by telephone, provided that the quorum is present at the meeting location and that such telephone attendance is accomplished by speaker-so that all present may hear and respond to the comments of the party attending by telephone. Nothing herein shall require the district to permit members of the public to attend a meeting by telephone.
- D. Officers. At the first Board meeting after each election, the newly-elected Board members shall take office. To the extent practicable, at this meeting the Board shall elect a chair and a secretary, and may elect such other officers as the Board deems necessary, including a Vice Chair, Treasurer, Assistant Treasurer, and Assistant



Secretary. The Chair and Vice Chair shall be members of the Board, but other officers need not be.

1. The Chair must be a member of the Board. If the Chairman resigns from that Office or ceases to be a member of the Board, the Board shall select a Chair, after filling the board vacancy. The Chair may be authorized to sign checks and warrants for the district, countersigned by the treasurer or other persons authorized by the board. The chair may convene and conduct all meetings of the Board. In the event the chair is unable to attend a meeting, the vice chair or other member of the Board may convene and conduct the meeting.
2. The Vice Chair shall be a member of the Board and shall have such duties and responsibilities as specifically designated by the Board from time to time. If the Vice Chair resigns from that office or ceases to be a member of the Board, the Board shall select a Vice Chair to serve the remainder of the term, after filling the Board vacancy.
3. The Secretary of the Board serves at the pleasure of the Board and need not be a member of the board. The Secretary shall be responsible for maintaining the minutes of Board meetings and may have other duties assigned by the Board from time to time. The District Manager may serve as Secretary.
4. The Treasurer need not be a member of the Board but must be a resident of Florida. The Treasurer shall perform duties described in Section 190.007(2) and (3), Florida Statutes, as well as those assigned by the Board from time to time. The Treasurer shall serve at the pleasure of the Board.

- E. Committees. The Board may establish committees of the Board, either on a permanent or temporary basis, to perform specifically designated functions. Committees may include individuals who are not members of the Board. Such functions may include, but are not limited to, contract negotiations, personnel matters, and budget preparation.
- F. Record Book. The Board shall keep a permanent record book entitled "Record of Proceedings of the Riverwood Community Development District", in which shall be recorded minutes of all meetings, resolutions, proceedings, certificates, bonds given by all employees and corporate acts.
- G. Meetings. The Board shall establish a schedule of regular meetings and may also meet upon call of the chair or three board members. Nothing herein shall prevent the Board from holding other meetings as it deems necessary or from canceling any regularly scheduled meetings. A previously noticed regular meeting may be canceled, provided the notice of cancellation shall be given in substantially the same manner as notice for the meeting or in such other manner as may provide substantially equivalent notice of cancellation. All meetings of the board shall be open to the public and governed by the provisions of Chapter 286, Florida Statutes.
- H. Voting Conflict of Interest. The Board shall comply with Section 112.3143, Florida Statutes, so as to ensure the proper disclosure of conflicts of interests on matters coming before the Board for a vote. For the purposes of this section, "voting conflict of interest"

shall be governed by Chapters 112 and 190, Florida Statutes, as amended from time to time.

When a Board member knows that he/she has a conflict of interest on a matter coming before the Board, the member should notify the Board's Secretary prior to participating in any discussion with the Board on the matter. The member shall publicly announce the conflict of interest at the meeting. This announcement shall appear in the minutes of the meeting. The Board's secretary shall prepare a memorandum of voting conflict which shall then be signed by the Board member that had the conflict.

Specific Authority: §§ 190.011(5), 120.525 Fla. Stat.

Law Implemented: §§ 190.006 (1), 190.006 (4), 190.006 (5), 190.006 (6), 190.006 (7) 190.006 (9), 190.007, 112.3143, 120,525,112.3143(4)(b) Fla. Stat.

### **Section 1.3 District Manager.**

- A. Term of Service. The board shall employ and fix the compensation of a District Manager. The District Manager shall serve at the pleasure of the Board.
- B. Responsibilities. The District Manager shall have charge and supervision of the works of the District and shall be responsible for preserving and maintaining any improvement or facility constructed or erected pursuant to actions by the Board, for maintaining and operating the equipment owned by the District, and for performing such other duties as may be prescribed by the board. The District Manager may act as secretary of the Board.
- C. Hiring. The District manager may hire or otherwise employ and terminate the employment of such other persons, including, without limitation, professional, supervisory, and clerical employees, as may be necessary and authorized by the Board. Compensation and other conditions of employment of officers and employees of the District shall be provided by the Board.

Specific Authority: 190.011

Law Implemented: 190.007(1)

### **Section 1.4 Public Information and Inspection of Records.**

#### **A. Applicability**

This Section 1.4 shall constitute the official policy of the Riverwood Community Development District related to the administration of public records. The policy shall be binding upon all officers of the District, appointed District committee members, employees, and contract service providers to the extent made applicable by Florida law.

#### **B. Records Custodian**

The District Manager shall serve as official Records Custodian for the District. The Records Custodian shall have the authority to act on behalf of the District with respect to public records issues that may arise, and may take such actions as are not inconsistent with Florida law or with this Section 1.4.

C. Records Retention

The Records Custodian shall maintain a permanent records book entitled “Record of Proceedings of Riverwood Community Development District”, which shall contain the minutes of all meetings, resolutions, proceedings, certificates, bonds given by all employees, and any and all corporate acts. This book shall be maintained in Charlotte County, Florida. The Records Custodian shall ensure that all public records of the District, as defined in Chapter 119, Florida Statutes, are retained and disposed of in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies, as may be amended from time to time.

D. Correspondence, E-mails and Internet Activity

District officers, appointed committee members and employees may create or receive records at home that are subject to retention and public inspection under Florida law. All District officers, appointed committee members, and employees, shall comply with the following:

1. If documents, correspondence, or other records, are created or received, and are connected with the official business of the District, a copy of such record shall be provided to the Records Custodian for retention.
2. E-mails sent or received from a personal computer or e-mail address, that are connected with the official business of the District, shall be forwarded to the Records Custodian, or his or her designee, for retention.
3. Any internet postings, blog entries, “tweets”, or other similar internet activity conducted by a District officer, appointed committee member, or employee, which are connected with the official business of the District, shall be copied and provided to the Records Custodian for retention.
4. Any questions regarding the applicability of the Public Records Act to a particular record or activity should be posed to the Records Custodian, who may consult with District counsel as needed.

E. Inspection of Records

The Records Custodian, or his or her designee, shall acknowledge requests for inspection of public records and respond to such requests in good faith. The Records Custodian may not require that a records request be made in writing but may request clarification. Records requests shall be fulfilled as quickly as reasonably possible, given the nature of the request.

F. Confidential or Exempt Information

If any portion of a public records request includes information that is confidential or exempt from inspection under Florida law, the Records Custodian shall, if possible, redact the confidential or exempt information and provide the remainder of the record for inspection. If confidential or exempt information is withheld from the records inspection, the Records Custodian shall state the basis for the exemption, including the statutory citation. If so requested by the requestor, the Records Custodian shall state in writing and with particularity the reasons for the conclusion that the record is exempt or confidential.

**G. Copying of Records**

The Records Custodian, or his or her designee, shall furnish copies of public records upon prior payment of the copying fees (See Appendix E)

**H. Advance Payment**

The Records Custodian shall require that copying fees are paid by the requestor before the requested copies are provided. If it appears that the requestor will incur a special service charge due to the nature or volume of the records requested, the Records Custodian may require an advanced deposit sufficient to cover the estimated cost to the District, prior to beginning any work to fulfill the request. In such cases, the requestor shall only be charged for the actual cost to the District, and any deposit funds remaining shall be returned to the requestor.

Specific Authority: §§ 190.011(5),

Law Implemented: §§ 190.06(7), 119.07(1)(a), 119.07(1)(b), Fla. Stat.

**Section 1.5 Meetings and Workshops**

A. Notice. Except in emergencies, or as otherwise provided in these Rules, at least seven (7) days public notice shall be given of any meeting or workshop of the Board. Public notice shall be given by publication in a newspaper of general circulation in the District and shall state:

1. The date, time and place of the meeting or workshop;
2. A brief description of the nature, subjects and purposes of the meeting, hearing or workshop;
3. The address where persons may obtain a copy of the agenda.
4. The notice shall state that if a person decides to seek review of any official decision made at the Board meeting, a record of the proceedings will be required and the person intending to appeal will need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence necessary for the appeal.

- B. Agenda. The District Manager shall prepare a notice of the meeting or workshop and an agenda. The notice and agenda shall be available to the public at least seven (7) days before the meeting of the board. Minutes shall be corrected and approved by the board at a subsequent meeting.
- C. Receipt of Notice. Persons wishing to receive, by mail, notices or agendas of meetings, may advise the District Manager or Secretary at the Board's office. Such persons shall furnish a mailing address in writing and may be required to pay the cost of the copying and mailing.
- D. Emergency Meetings. The Chair, or Vice Chair if the Chair is unavailable, may convene an emergency meeting of the Board without first having complied with subsections (1), (2) and (3), to act on emergency matters that may affect the public health, safety, or welfare. Whenever possible, the Chair shall make reasonable efforts to notify all Board members of an emergency meeting twenty-four (24) hours in advance. Reasonable efforts may include telephone notification. After an emergency meeting, the Board shall publish in a newspaper of general circulation in the District, the time, date, and place of the emergency meeting, the reasons why an emergency meeting was necessary, and a description of the action taken. Whenever an emergency meeting is called, the District Manager shall be responsible for notifying at least one major newspaper of general circulation in the District. Actions taken at an emergency meeting may be ratified by the Board at a regularly noticed meeting subsequently held.
- E. Public Comment. The Board shall set aside a reasonable amount of time at each regular meeting for public comment, which time for audience comment shall be identified in the agenda. Persons wishing to address the Board may be required to notify the secretary of the Board prior to the "audience comment" section on the agenda. In its discretion, the Board may limit the length of time available to any one speaker in the interest of time or fairness to other speakers.
- F. Budget Hearing: Budget Amendment. The budget shall be adopted annually in accordance with the provisions on Chapter 189 and Chapter 190, Florida Statutes. Once adopted, the annual budget(s) may be amended from time to time by resolution of the Board. Approval of invoices by the Board in excess of the funds allocated to a particular budgeted line item shall serve to amend the budgeted line item. All expenditures in excess of 10% of any line item in the budget must be approved by the board in advance of incurring such expense; however, in the case of an emergency expenditure affecting the health, safety or welfare of the District, its residents, or landowners, such expenditures must be approved in advance by the chair, or in the absence of the Chair, the Vice Chair.
- G. Continuances. Any meeting of the Board or any item or matter included on the agenda or coming before the board at a noticed meeting may be continued for a meeting without re-notice or re-advertising provided that the continuance is to a specified date, time and location publicly announced at the meeting where the item or matter came before the

Board. If a quorum of the Board is not present, any member of the Board shall have the authority to affect a continuance as provided in this subsection (G).

- H. Cancellations. If it is determined that the Board will not have a quorum present for an upcoming meeting, the Chair, or in the absence of the Chair, the Vice-Chair, may cancel the meeting. If a meeting is cancelled, notice of cancellation shall be posted on the RCA Website Calendar, in the Administration Building and provided to the press. Nothing provided herein shall be understood to permit any Board members to discuss any matter that may foreseeably come before the Board for official action, outside of a noticed, open meeting of the Board.

Specific Authority: §§ 190.011(5), 120.525, 120.54(5) Fla. Stat.

Law Implemented: §§ 190.007, 190.008, 120.525, 120.54, Fla. Stat.

## **Section 1.6 Rulemaking Proceedings**

- A. Commencement of Proceedings. Proceedings held for adoption, amendment, or repeal of a District rule shall be conducted according to the applicable provisions of Chapter 120, Florida Statutes, and these Rules. Rulemaking proceedings shall be deemed to have been initiated upon publication of notice by the District.

B. Notice of Rule Development.

1. Except when the intended action is the repeal of a rule, the District shall provide notice of the development of proposed rules by publication of a notice of rule development in a newspaper of general circulation in the District before providing notice of a proposed rule. The notice of rule development shall indicate the subject area to be addressed by rule development, provide short, plain explanation of the purpose and effect of proposed rule, cite the specific legal authority for the proposed rule, and a statement of how a person may promptly obtain a copy of any preliminary draft, if available.
2. All rules shall be drafted in accordance with Chapter 120, Florida Statutes.

C. Notice of Proceedings and Proposed Rules.

1. Prior to the adoption, amendment, or repeal of any rule other than an emergency rule, the District shall give notice of its intended action, setting forth a short, plain explanation of the purpose and effect of the proposed action; a reference to the specific rulemaking authority pursuant to which the rule is adopted; and a reference to the section or subsection of the Florida Statutes or the Laws of Florida being implemented, interpreted, or made specific. The notice shall include a summary of the District's statement of the estimated regulatory costs, if one has been prepared, and a statement that any person who wishes to provide the District with a lower cost regulatory alternative, must do so in writing within twenty-one (21) days after publication of the notice. The notice must state the procedure for requesting a

- public hearing on the proposed rule unless one is otherwise scheduled. Except when intended action is the repeal of a rule, the notice shall include a reference both to the date on which and to the place where the notice of rule development appeared.
2. The notice shall be published in a newspaper of general circulation in the District not less than twenty-eight (28) days prior to the intended action. The proposed rule shall be available for inspection and copying by the public at the time of the publication of notice.
  3. The notice shall be mailed to all persons named in the proposed rule. Any person may file a written request with the District Manager or secretary at the board's office to receive notice by email of District proceedings to adopt, amend or repeal a rule. Such persons must furnish a mailing address and may be required to pay the cost of copying and mailing. Notice will then be emailed to all persons whom, at least fourteen (14) days prior to such mailing, have made requests of the district for advance notice of its proceedings.
- D. Rule Development Workshops. Whenever requested in writing by any affected person, the District must either conduct a rule development workshop prior to proposing rules for adoption or the District Chair must explain in writing why a workshop is unnecessary. The District may initiate a rule development workshop but is not required to do so.
- E. Petitions to Initiate Rulemaking. All petitions for the initiation of rulemaking proceedings must contain the name, address and telephone number of the Petitioner, specific action requested, specific reason for adoption, amendment, or repeal, the date submitted, and shall specify the text of the proposed rule and the facts showing that the Petitioner is regulated by the District, or has substantial interest in the rulemaking, shall be filed with the District. The Board shall then act on the petition.
- F. Rulemaking Materials. After the Publication of the notice to initiate rulemaking, the Board shall make available for public inspection and shall provide, upon request and payment of cost of copies, the following materials:
1. The text of the proposed rule, or any amendment or repeal of any existing rules;
  2. A detailed written statement of the facts and circumstances justifying the proposed rule;
  3. A copy of the statement of estimated regulatory costs, if one has been prepared;
  4. The published notice.
- G. Emergency Rule Adoption. The Board may adopt an emergency rule if it finds that immediate danger to the public health, safety, or welfare exists which requires immediate action. Prior to the adoption of an emergency rule, the District Manager shall make reasonable efforts to notify a newspaper of general circulation in the District. Notice of emergency rules shall be published as soon as possible in a newspaper of general circulation in the District. The District may use any procedure which is fair under the circumstances in the adoption of an emergency rule as long as it protects the

public interest as determined by the District and otherwise complies with these provisions.

- H. Variances and Waivers. Variances and waivers from District rules may be granted subject to the provisions and limitations contained in Chapter 120, Florida Statutes.

Specific Authority: §§ 190.011(5), 190.011(15), 120.54, 190.035, Fla. Stat. Law

Implemented: §§ 120.54, 190.035(2), Fla. Stat.

## **Section 2 BIDDING AND RELATED RULES**

**Section 2.1 Procurement** The District shall comply with the provisions of Section 190.033 of the Florida Statute, and other applicable provisions of the Florida and Federal Statutes, in the procurement of goods and services for the District.

## **Section 3 WATER AND SEWER UTILITY RULES.**

**Section 3.1 Introduction.** Utility service shall be provided by the district in accordance with the provisions of this Section 3.

**Section 3.2 Definitions:** The following terms and phrases, when used herein, shall have the meaning ascribed to them in this Section 3, except where the context clearly indicates different meaning. Words used in the present term shall include the future, and the singular number includes the plural, and the plural the singular.

- A. Riverwood Community Development District (RCDD): A governmental agency of the State of Florida created pursuant to Chapter 190, Florida Statutes.
- B. Engineer: The District Engineer or his authorized representatives or consultant.
- C. Connection Charges: An initial service charge of the District required to be paid by a consumer as a condition precedent to the interconnection of District's utility system with a consumer's property.
- D. Consumer: Any person, firm, association, corporation, governmental agency or similar organization whose property is supplied with the availability of water and sewer service by District, which term shall also include developer and bulk users.
- E. Consumer Installation: All pipes, fixtures, meters, appurtenances of any kind and nature used in connection with or forming a part of an installation for utilizing water and sewer services for any purpose, located on the consumers' side of "point of delivery", whether such installation is owned outright by a consumer or by contract, lease or otherwise.



- F. Developer: Any person, corporation or other legally recognized entity who engages in the business of making improvements to or upon real property located within or without the District as owner, or legally constitutes agent for owner, of such real property.
- G. District: The Riverwood Community Development District.
- H. Easements: Rights of ingress, egress, dedications, rights of way, conveyances or other property interests necessary or incidental to the installation, extension, repair, maintenance, construction of District's utility system or any components thereof, over or upon consumer's property.
- I. District Manager: Shall refer to the District Manager, as designated by the District pursuant to Chapter 190, Florida Statutes, or the District Manager's designee.
- J. Main: Shall refer to pipe, conduit or other facility installed to convey water or sewer service from individual laterals or to other mains.
- K. Off Site Facilities: Those components of water distribution and sewage collection facilities located outside consumer's property connected with facilities of the district, in accordance with the size required by the district.
- L. On Site Facilities: Those components of water distribution and sewage collection facilities located upon consumer's "property".
- M. Point of Delivery: The point where the District pipes are connected with pipes of the consumer. Unless otherwise indicated, point of delivery for potable water shall be at the discharge side of the water meter. Unless otherwise indicated, point of delivery for irrigation water will be the discharge side of the water meter. Lacking a meter, the point of discharge for irrigation water will be the lateral connection to the irrigation main line. Unless otherwise indicated, point of delivery for sewer service shall be at the upstream connection of the clean-out which is placed at or about public right of way or utility easement. In the absence of a clean-out the point of delivery is at the sewer lateral connection to the sewer main of the district.
- N. Property: The land or improvements upon land of which the consumer is owner or over which consumer has control either by contract or possessory interest sufficient to authorize consumer to make application for service, or adjacent right of way which services the land or site being developed. District may require proof of such interest prior to the furnishing of service by copy of instrument of conveyance, warranty deed, contract or appropriate verified statement contained in the application for service.
- O. Schedule of Rates: The schedule of rates or charges for the particular classification service.

- P. Services: Shall be construed to include, in addition to all water, irrigation water and sewer utilities required by the consumer the readiness and ability on the part of the district to furnish water, irrigation water and sewer services to the consumer.
- Q. Services or Lateral Lines: Those pipes of the District that connect to consumer's lines.
- R. Terms "shall" and "may": As used herein, the word "may" is permissive, and the word "shall" is mandatory.
- S. Undeveloped Property. Real property which does not contain a Residential or Commercial/Non-residential use and which is not otherwise equipped to receive water or sewer service. Once connected to water or sewer service, the property shall not thereafter be considered undeveloped property.
- T. Utility System: As used herein, refers to the District's water distribution and sewage collection systems, and any component parts thereof.

**Section 3.3 General**: In the absence of specific written agreement to the contrary entered into prior to the effective date of the regulation at issue, these regulations apply without modification or change to each and every consumer to whom the district renders service.

**Section 3.4 Application for Service**: Service shall be furnished only upon signed application accepted by District and the conditions of such application are binding upon the consumer as well as upon the district. To obtain service, application shall be made at the District in the place or places designated by the District Manager. Applications are accepted by the District with the understanding that there is no obligation on the part of the District to render services other than that which is then available from existing water production and distribution equipment and service lines, and from its existing sewage treatment collection, transmission and treatment facilities. The applicant shall furnish to the District at the time of making application the name of the applicant, proof of the ownership interest in the property, the legal description or street address at which service is to be rendered, the address at which the owner wishes to receive their bills, and the activation fee established by the District (see Appendix A). Bills will not be sent to lessees or to any party other than the consumer/property owner or the condominium association representing the property. Application for service required by firms' partnerships or associations, corporations and others, shall be tendered by duly authorized parties. When service is rendered under agreement or agreements entered into between the District and an agent of the principal, the use of such service by the principal shall constitute full and complete ratification by the principal of the agreement or agreements entered into between the District and an agent of the principal under which service is rendered.

**Section 3.5 Withholding Service**: The District may withhold service to a consumer who makes application for service at or upon location for which prior service to that consumer has not been paid in full to the date of such application. It shall be the responsibility of the applicant to make inquiry as to the delinquent status of the account and bring said account

current as a condition precedent to continuation of service. The district shall maintain current records of outstanding accounts and shall make such information available to the public at its offices during normal business hours. Service may also be withheld for service installations which are not complete or are not in compliance with district requirements.

**Section 3.6 Limitations of Use:** Utility service purchased from the District shall be used by the consumer only for the purpose specified in the application for service. The consumer shall not sell or otherwise dispose of such utility service supplied by the District without authorization from the District. All utility service furnished by the district to the consumer shall be through District meters and may not be re-metered by the consumer for the purpose of selling or otherwise disposing of such service without the consent of the District. In no case shall the consumer, except with written consent of the District, extend water or sewer lines across a street, alley, lane court, property line, avenue, or other public thoroughfare or right of way in order to furnish utility service for adjacent property even though such adjacent property is owned by the consumer.

**Section 3.7 Unauthorized Connection or Use:** No person shall, without written consent of the District, tap any pipe or main belonging to a District potable water, irrigation water, or sewer system, or siphon or otherwise utilize water from any lakes or ponds of the District, for the purpose of taking or using potable water or irrigation water from such pipe, main, lake or pond, for connecting to the sewer system, or for any other purpose. Connections to the District's water, irrigation water or sewer system may be made only as authorized by the District.

**Section 3.8 Consumer Deposits:** Before service is rendered by the District, each consumer shall provide the District with a deposit to secure the payment of bills and expenses incurred by the District. The amount of the deposit required shall be as set forth in Appendix A. Upon payment of the required deposit, the District shall give the consumer a non-negotiable and non-transferable deposit receipt. Consumer shall not be entitled to receive any interest accrued on such deposit.

The required deposit shall be provided by the owner of the property to be serviced. Upon final settlement of a consumer's account, the deposit shall first be applied by the District to any account balance due, and the District shall make all reasonable efforts to refund any remaining balance of the deposit to the consumer within sixty (60) days following termination of service. The District may require additional deposits for consumers whose services have been previously disconnected due to non-payment or have more than three late payments in a 12 month period. (See Appendix A for amounts)

**Section 3.9 Billing:** Bills for service shall generally be rendered monthly and shall be due when rendered, however as more fully described in Section 3.11 herein, the failure of the District to render a monthly bill shall not absolve the consumer from liability for applicable charges incurred. A bill shall be deemed rendered when mailed United States mail, postage prepaid, or, if delivered in person, when delivered to the consumer's address shown on the application for service or sent via email to the email address provided by the customer.

Bills shall be deemed paid when full payment of the outstanding balance, including any applicable penalty charges, is received by the District. All bills are considered delinquent twenty (20) days after the bill is rendered and are then subject to penalty and late charges as provided herein. No partial payment of any bill rendered will be accepted by the District unless authorized by the District Manager, in writing indicating the reasons thereto, such as contested billing, consumption, or hardship.

**Section 3.10 Delinquent Payments; Returned Checks; Liens In Favor of District; Procedures for Contesting Charges:** All statements and billings for utility services shall be deemed delinquent if not paid within twenty (20) days of the date rendered by the District. Consumer shall incur delinquent payment fees in accordance with the fee schedule laid out by the District (see Appendix A). If a consumer's check is returned, consumer shall be charged a returned check fee, as per the District rates in Appendix A. If applicable, consumer shall incur delinquent payment fees, based from the original date the bill was rendered, until the District receives payment of the outstanding balance, plus the applicable penalty charge for the returned check.

Any consumer contesting any statement or billing shall first present same to the District utility department with a statement of explanation or contest in writing prior to the bill becoming delinquent. If the matter is not then resolved, the utility department shall, within seven (7) days, forward the billing and written statement to the District Manager. If the matter is not then resolved, the District Manager shall, within seven (7) days, notify the consumer in writing that the matter will be heard before a panel consisting of the District Manager or his designee, and a representative of the District administration.

Notice shall be given to the aggrieved consumer at least seven (7) days prior to the scheduled hearing by mailing said notice to the address which appears on the consumer's utility billing, or by personal service by leaving a copy of said notice at such address either by delivery to any person upon the premises, by posting in a conspicuous place on or about the main entrance, or by placing same in any receptacle used on the premises for the deposit of mail. Refusal by any consumer to accept service of notice thereof shall be noted upon the notice when returned, and shall be deemed a waiver by the consumer of the opportunity for hearing provided herein, in which case the determination of the District Manager shall be final.

The hearing shall be conducted during normal business hours at the Riverwood Activity Center, or the panel and the aggrieved consumer may agree to a time which is mutually convenient to all. All utility bills shall be paid on or before the due date on the utility bill to avoid discontinuation of service. If during the hearing process an adjustment to the billing is made, a refund to the consumer shall be rendered either by check or as a credit to consumer's active account within seven (7) days as determined by the District Manager. If, after this hearing, the matter is not resolved, then consumer may request an appearance before the Board of Supervisors, in which event all documents, transcripts, findings, and statements shall be transmitted forthwith to the District Manager for further disposition. It shall be the duty of the District Manager to notify the consumer of the public hearing at

which the consumer is to appear before the Board of Supervisors, by mail or delivery of notice as provided in this Section.

Delinquent utility bills and fees shall be deemed liens upon the real property or premises as provided by law.

**Section 3.11 Adjustment of Bills; Meter Readings and Inspections:** When a consumer is determined by the District to have been overcharged or undercharged as a result of incorrect meter reading, defective metering, incorrect application of rate schedule fees and charges, or mistake in billing, the amount so determined may be credited or billed to the consumer, as the case may be. The adjustment shall be accomplished over a period not to exceed ninety (90) days, unless otherwise directed by the District Manager and so noted on the account. District may read and inspect meters periodically to determine their condition and accuracy and as a basis for periodic billings. If a consumer requests and inspection or re-reading of a meter, and the District determines that the meter was functioning properly, the District may impose a service charge for such inspection or rereading, in accordance with the schedule of fees in Appendix A.

**Section 3.12 Access to Premises:** As a condition to providing service, the consumer grants to District or its authorized agents or employees access to consumer's property during all times reasonable hours and, in the event of an emergency, at any time, for the purposes of reading meters or maintaining, inspecting, repairing, installing or removing District's property, and for any other purposes incident to performance under or termination of any agreement with a consumer or such consumer's predecessor in interest or use of the facilities or services made accessible to the District by the consumer or to be relocated by the District.

**Section 3.13 Inspections of Consumer's Installation:** The District reserves the right to inspect and approve any consumer installation prior to providing service and from time to time thereafter to ensure compliance with applicable laws, rules of the District, and rules and regulations affecting such installation. No changes or increases in any consumer installation which will materially affect proper operation of District utility system shall be made by consumer without express written consent of the District Engineer and approval of the District Manager. Consumer shall be responsible for the cost of making changes or repairs resulting from unauthorized alteration, and the District may require payment or reimbursement thereto as a condition to continued service.

**Section 3.14 Protection of District Property:** In the event of any damage to the District property located upon consumer's property which arise out of any act of consumer or agent's, employees or independent contractors on the premises, the cost of repairs or replacement shall be the responsibility of the consumer, and full payment or reimbursement to the District therefore may be condition imposed by the District for the continuation of service.

**Section 3.15 Change of Ownership; Termination or Transfer of Service:** Base facility charges for Water, Irrigation, or Sewer services (as applicable) shall apply continuously throughout period of ownership. It shall be the obligation of the consumer to notify the District of any change of ownership, or other circumstances for which termination of service is requested, and consumer shall be responsible for all service charges incurred to the date upon which written or personal notification is received by the District, after which District shall have a reasonable time, not to exceed seventy-two (72) hours, in which to discontinue service. Customer deposits shall be applied to balances due as provided herein. Insufficiency of deposits to cover delinquencies or final charges upon termination of service at any consumer location shall, as to any applicant for service at such location, be governed by Section 3.5 (Withholding Service) herein. As a convenience to consumers, District will accept telephone notice to discontinue measured usage service or transfer service due to Property sale, provided written documentation of the sale is given to the District within seventy-two (72) hours thereafter.

**Section 3.16 Resumption of Service:** After termination or discontinuance of service as provided herein, the District may require, as a condition precedent to service resumption, payment in full of any amounts due the District and/or adequate security in the form of additional deposits to cover all costs reasonably incurred by the District as the result of such termination or discontinuance, including any reconnection fees, meter installation or removal and reinstallation costs, inspection costs, or other costs incident thereto in accordance with the District's schedule of fees and costs as provided in Appendix A.

**Section 3.17 Continuity of Service:** The District will at all times use reasonable diligence to provide continuous service, and having used reasonable diligence, shall not be liable to the consumer for failure or interruption of continuous service. The District shall not be liable for any act or omission caused directly or indirectly by strikes, labor troubles, accident, litigations, breakdowns, shutdowns for repairs or adjustments, acts of sabotage, enemies of the United States, wars, governmental interference, acts of God or other causes beyond its control.

**Section 3.18 Maintenance and Standards :** All pipes, conduits or other component parts of service installed in or upon the premises of a utility consumer shall conform to District standards of type, quality quantity and regulations regarding installation. Consumer shall be responsible for maintaining all on site facilities in proper repair, and shall not alter or modify any interconnection of service without first notifying District and securing approval thereto in writing or by permission from an authorized representative of District's utility department. Unauthorized alteration or modification of any on site utility service interconnection may result in immediate termination of the affected service and repair restoration by District or at its direction at the consumer's costs.

Ownership of respective utility lines are as follows:

- The District is responsible for the potable water line up to the Point of Delivery. After the Point of Delivery, lines are the responsibility of the Homeowner. This includes the installed backflow preventer, which is the Homeowner responsibility.

The District does provide backflow certifications at a reduced rate, but the Homeowner is free to hire their own plumber to do the work.

- The District is responsible for the irrigation transmission lines to the Point of Delivery. Beyond the Point of Delivery, irrigation lines are the Homeowner's responsibility. (In some Riverwood neighborhoods, there may be a contract with the landscape provider for irrigation repairs.)
- The District is responsible for the sewer lines from the sewer plant to the Point of Delivery. Beyond the Point of Delivery, the lines are the Homeowner responsibility.

Should any service or repair of any buried infrastructure owned by the CDD require the disturbance of landscaping materials, the party performing such services shall be required only to refill the disturbed areas with soil and such party shall not be responsible for the replacement of any landscaping materials.

### **Section 3.19 Testing and Inspections.**

The District may conduct random tests and inspections of the sewage in the system to observe and detect the presence and level of the following: Formaldehyde, Hydrogen Sulfide, Soaps.

**Section 3.20 Compliance.** If at any time Consumer shall not comply with the restrictions imposed upon it in the preceding portions of this Rule, or if Consumer shall create any condition which District should determine destructive to any part of District's facility, District shall give thirty (30) days written notice to Consumer to discontinue such operation or practice, within which period Consumer shall comply. If Consumer does not initiate and/or establish a compliance program within thirty (30) days of notification, and/or if any damages result from the discharge of improper wastes by Consumer, District reserves the right to provide such preliminary treatment facilities or establish such programs as required to bring the Consumer's discharge into compliance. Consumer will be responsible to the District for all charges, both capital and operational for the establishment of these programs or facilities as described herein. Any and all damages resulting from Consumer's noncompliance with this rule shall be the responsibility of the Consumer.

**Section 3.21 Meters:** Each consumer of the District receiving water must have a water meter which measures flow and which is the ultimate basis for water charges. All water meters shall; be furnished by, to and subject to its control. Meters are not transferable to another residence or business site. The consumer shall provide meter space to the District at a suitable and readily accessible location and when the District considers it advisable, within the premises to be served, adequate and proper space for the installation of meters and other similar devices. Before a meter is installed, all meter fees, deposits, and connection fees being due must be paid. Consumers may have separate meters for irrigation purposes only. The meter to be furnished by the District shall be sized compatible with the existing line and main sizes according to District standards and specifications at the consumers' expense. The consumer shall be required to provide proper service connection and service line in accordance with the District standards and specifications.

Meter sizes, other than those originally specified or intended, shall be as approved by the District Engineer and the District Manager.

**Section 3.22 All Water Through Meter:** That portion of the consumer's installation for water service shall be arranged so that all water service shall pass through the meter. No person shall make or cause to be made any connection or main, service pipe, or other pipes, appliances or appurtenance used for or in connection with the District's water system in so manner as to cause to be supplied water from such plant to any faucet or other outlet whatsoever without passing through a meter provided by the district and used for measuring and registering the quantity of water passing through the same, or make or cause to be made, without consent of the District, any connection with any such plant or any main, pipe service or other instrument or appliance connected with such plant in such manner as to take or use, without the consent of the District, any water.

**Section 3.23 Meter Testing:** The District reserves the right to remove the meter and check, repair, or replace it at any time at no cost to the consumer. Should a consumer desire his meter to be checked at any time, he may have this work done by submitting a written request accompanied by a fee in accordance with the rate schedules of the District in effect at the time of such testing. Should the meter be tested and found to be registering over two (2%) percent more than is actually used, the last three months service bill will be adjusted accordingly, the meter will be repaired or replaced, and the fee returned. In any other case, the amount of the fee shall be retained by the district to defray the cost of testing.

**Section 3.24 Damaging, Tampering with, Altering, Facilities of Utility Plant or System:** No person shall; damage or knowingly cause to be damaged any meter or water or sewer pipe or fittings connected with or belonging to a District water or sewer system, or tamper or meddle with any meter or other appliance or any part of such system in such a manner as to cause loss or damage to the District to prevent any meter installed for registering water from registering the quantity which otherwise would pass through the same; alter the index or break the seal of any such meter; in any way hinder or interfere with the proper action of just registration of any such meter, pipe or fitting or other appliance or appurtenance connection with or belonging to such system after such meter, pipe fitting, appliance or appurtenance has been tampered with, injured or altered.

**Section 3.25 Private Fire Service Connection:** A private fire service connection is to be used for fire purposes only and is to have no connection whatsoever with any service lines that may be used for other than fire purposes, and because of the danger of pollution, shall have no connection with any other source of supply with the exception in case a tank or fire pump is installed as secondary supply. There shall be a backflow preventer installed by the consumer at his expense in each District connection to prevent the water from secondary supplies from flowing into District mains.

The consumer shall not draw any water whatsoever through this connection for any purpose except the extinguishing of fires, or for periodic tests of the fire system, which tests shall be made in the presence of a representative of the District. Any authorized representative



of the District shall have free access to the building at any reasonable time for the purpose of inspecting any equipment.

The consumer shall set in this connection at the point of delivery, a weighted check valve fitted with by-pass on which shall be set a meter, installed by the District at consumer's expense, the purpose of which shall be to indicate whether or not water is being used through this connection and for the further purpose of showing any leakage, if same exists. All meters shall become the property of the District.

Violation by the consumer of any of the regulations in this section shall justify the district to disconnect said pipe or pipes, or stop the flow of water through same.

The right is reserved by the District to shut off the supply at any time in case of accident or to make alterations, extensions, connections, or repairs and if possible, the District agrees to give due and ample notice of such shut-off.

The District does not make any guarantee as to certain pressure in the pipe or in the main supplying same, and shall not be under any circumstances held liable for loss or damage to the owner for a deficiency or failure in the supply of water in case of accident or alteration, extensions, connections or repairs, or for any cause whatsoever.

When fire lines valves or connections are used in case of fire or for any other reason whatsoever, the consumer shall immediately notify District and the District forthwith reseal the used valves or connections.

### **Section 3.26 Termination of Service:**

A. All utility service shall be pursuant to proper permit or application, which procedure accords the District the opportunity to provide for orderly expansion of facilities and regulation thereof in a manner calculated to ensure continuous service to all consumers. Inherent in this obligation is the governmental prerogative of necessity to terminate consumption which is adverse to the continuous, orderly and uninterrupted operation and maintenance of its utility service. Accordingly, the District reserves the right by unilateral act in its sole discretion, to refuse service, or to terminate service temporarily or to discontinue service in all instances when conditions exist which would constitute an emergency of public concern, or when the providing of any service would constitute a threat to the safety, health or welfare of consumers generally or a significant portion of the consumer population.

B. When discontinuance or termination of service can be remedied by an act of the consumer; District shall provide notice of remedial action to the consumer in order that service may be continued uninterrupted. The District shall have the authority to interrupt, discontinue, or terminate service, for any of the following reasons, after consumer has been notified and has failed to take the prescribed remedial action:

1. Failure to pay required deposits for service.
2. Failure of consumer to meet provisions of agreements with the District.
3. Failure to correct deficiencies in piping or other components upon consumer's property after reasonable notice thereof.
4. Use of service for any property or purpose other than described in the permit or application.
5. Failure to pay user fees for service rendered.

C. In the event of service shut due to delinquency, the District may impose additional deposit requirements upon the Consumer. Further, delinquency resulting in shut off of service within Riverwood community gates may result in loss of access to amenities and services in Sections 4-7 including, but not limited to, deactivation of Access Control Identification Cards and Vehicle Bar Codes.

- D. Service may be discontinued by a Customer if the property is deemed uninhabitable. The account must be paid through the date of the discontinuation request and the customer must pay the Disconnect Fee per Appendix A. The District will determine that the property is not occupied and disable the water and sewer line. The Customer Deposit will be returned. The Customer account may be reactivated by completing a new application, paying the Account Activation Fee, Reconnect Fee, Deposit plus any additional costs associated with reactivating the connection. (see Appendix A).

**Section 3.27 Rate Schedule:** The Schedule of Water and Sewer Rates, Fees and Charges is pursuant to Appendix A. This Schedule may be amended from time to time by rule of the Board of Supervisors upon public notice and at least one public hearing.

**Section 3.28 General.** The District owns, operates and maintains water treatment and distribution and sewage collection, also treatment and disposal systems which serve residents within the District's service area. The adopted level of service for these facilities is 225 gallons per day per equivalent residential connection ("GPD/ERC"), and the District shall not make new service connections which would cause the District's system to exceed the adopted level of service. New development may require the extension of mains to provide service, as well as expansion of facilities to accommodate new development. In some instances, the District in anticipation of expansion of its system due to growth and development has already provided mains for services thereof. The cost of providing extensions, modifications and expansions of facilities is to be borne by property owners, builders, or developers within the District's service area to defray costs of these extensions, modifications, and expansions. The allocable share of each is to be charged as described herein. It is the declared policy of the District by this Rule to establish a uniform method of determining charges for availability of services so that all such contributions shall be non-discriminatory among the various consumers served by the District's systems and shall be applied as nearly as possible with uniformity to all consumers within the District's service areas. District specifically reserves its rights to fix and determine rates, fees, charges and contributions required for the provisions, consumption, operation, maintenance, extension and expansion of its utility services provided herein and as

authorized by law. Each consumer is hereby notified that the District, in the exercise of its governmental responsibility to provide for the welfare of all consumers of its utility services, has the authority and responsibility to amend its schedules of rates, fees charges, and contributions from time to time to ensure the perpetuation of service.

**Section 3.29 Easements and Rights of Way:** As a prerequisite to the construction of any water distribution or sewage collection system proposed to be connected to the facilities of the District, developer shall agree to grant District such easements or rights of way corresponding with the installation of the proposed facilities. Such grant or conveyance shall be in the form satisfactory to the District. Such conveyances, when located on the property shall be made without cost to the District. District reserves the right to require such easement or right of way to the point at which the meter is proposed to be installed or at the point of delivery of service, being the point at which the meter is proposed to be installed or at the point of delivery of service, being the point at which the facilities of District joins with consumers. Such easements and right of way shall be conveyed and accepted upon completion, approval and acceptance of the work done by the developer.

**Section 3.30 Inspection:** The District shall inspect the installation of all water distribution or sewage collection facilities installed by developer or developer's contractors, which facilities are proposed to be transferred to District's ownership, operation and control. In the event that gravity sewer facilities are to remain under ownership, operation and control of the developer as a private system, the district reserves the right to inspect installation of the gravity sewage collection facilities for the purpose of determining if the system has excessive infiltration. These systems must meet the same infiltration criteria as that of district owned systems. Such inspections are intended to assure that water and sewer lines and/or lift stations are installed in accordance with approved designs and are further consistent with the criteria and specifications governing the kind of and quality of such installation. Representatives of the District may be present at tests of component parts of water distribution or sewage collection systems for the purpose of determining that the system, as constructed, conforms to District's criteria for exfiltration, infiltration, pressure testing, line and grade. Such tests will be performed by developer or developer's contractor, but only under direct supervision of the engineer of record or his authorized inspector. The results of such testing shall be certified at least 48 hours prior to any inspections or testing performed in accordance with these regulations.

**Section 3.31 Transfer of Contributed Property - Bills of Sale:** Each developer who has constructed portions of the water distribution and sewage collection system prior to interconnection with District's existing facilities, shall convey such component parts of water distribution and sewage collection system to District by bill of sale in form satisfactory to the district to ensure that the water distribution and sewage collection system proposed to be transferred to District is free of all liens and encumbrances.

Any facilities in the category of consumers' lines, plumbers' lines or consumer's installation, located on the discharge side of the water meter or on the consumer's side of

the point of delivery of service shall not be transferred to district and shall remain the property the maintenance responsibility of developer or subsequent consumers.

District shall not be required to accept title to any component part of the water distribution or sewage collection system as constructed by developer until the District Engineer has approved the construction of said lines, accepted the tests to determine that such construction is in accordance with the criteria established by District and the Board of Supervisors has evidenced its acceptance of such lines for District's ownership, operation and maintenance.

Developer shall maintain accurate cost records establishing the construction costs of all utility facilities constructed by developer and proposed to be transferred to District. Such cost information shall be furnished to the District concurrently with the bill of sale and such cost information shall be prerequisite for the acceptance by District of the portion of water distribution and sewage collection system construction by developer.

District may refuse connection and deny the commencement of service to any consumer seeking to be connected to portions of the water distribution and sewer collection system installed by developer until such time as the provisions of this paragraph have been fully met by developer or developer's successors or assigns.

**Section 3.32 Utility Inspection Fees:** The cost of engineering inspection of the required improvements shall be paid by the developer at the time the D.E.P. application is executed by the District.

**Section 3.33 Refundable Advances:** The District may require, in addition to the contribution provisions set forth herein, a refundable advance by developer to further temporarily defray the cost of any off site extension of water and/or sewer mains and pumping stations necessary to connect the developer's property with the terminus of the District's water and sewer facilities adequate in size to provide service to the subject property. However, this rule recognizes instances in which a developer may be required to advance hydraulic share applicable to other undeveloped property in order that offsite facilities may be constructed to serve the District's master plan. All amounts expended by developer, over and above developer's hydraulic share for offsite facilities shall be refunded to developer in accordance with terms and conditions of a refunding agreement which the District will execute with developer. The refunding agreement shall provide for a plan of refund based upon connection of other properties, to the extent of their hydraulic share, which properties will be served by the offsite facilities installed by the developer. Notwithstanding the provisions of this section, the District will limit the life of such refund agreement to a term of not more than five (5) years or until such time as the utility is sold to another entity after which time any portion of the refund agreement will have lapsed and thereafter, such refund agreement will be canceled. In no event shall developer recover and amount greater than the difference between the capitalized cost of such offsite improvements and developer's own hydraulic share of such improvements. The District shall not include any interest upon the refund of developer's advance.

## **Section 4 RIVERWOOD CAMPUS RULES**

**Section 4.1 General.** This section sets forth the rules and fees for the use of the Riverwood Campus facilities.

**Section 4.2 Definition of Terms.** These Definitions apply to Section 4 through Section 7 of this document.

- A. **Adult** is a person who is 18 years of age or older.
- B. **Facilities** shall include all RCDD-owned buildings, outdoor sports facilities, pool area, courtyards, Dog Park, equipment, parking lots, fishing lake, RV storage area, and RCDD common areas.
- C. **Homeowner** is a person or entity owning a residential property within Riverwood
- D. **House Guest** is a person staying with the Resident overnight, and registered as described in Section 4.7 herein.
- E. **Host** is a Resident or Lessee, who invites a person to use the Facilities.
- F. **Household Members** are persons residing at a residential property with a Homeowner or Lessee.
- G. **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. **Long Term Lessee** is a person who leases a home within Riverwood with a lease term of six (6) consecutive months or more. **Short Term Lessee** is a person who leases a home within Riverwood with a lease term of less than six (6) consecutive months.
- H. **Non-Resident Full Fee Payer** is a Non-Resident who desires to use all of the Facilities and pays the full user fee(s). This category is limited to a total of 20 persons.
- I. **Non-Resident Limited Fee Payer** is a Non-Resident who desires to use the Tennis Facilities and pays the limited user fee(s). This Category is limited to Existing Non-Resident Limited Fee Payers as of October 19, 2021. (Grandfathered)
- J. **RCA** shall mean the Riverwood Community Association.
- K. **RCDD** shall mean the Riverwood Community Development District.
- L. **Resident** is a Riverwood Homeowner, Lessee or Household Member.
- M. **Riverwood Access Control Identification Badge** (or ID Badge) is Identification issued to Resident or Non-Resident Limited or Full Fee Payer. ID Badges contain a chip that allows access to the Pool and Fitness Center as well as other areas designated by the RCDD Board. Photo ID Badges are issued to Homeowners and Long Term Lessees and their Household members. Temporary ID Badges are issued to Short Term Lessees for a fee.
- N. **Riverwood Campus** shall mean all buildings, sports courts, dog park, pool, canopy areas, and parking lots owned by the RCDD at Riverwood Drive and Willow Bend.

- O. **Staff** shall be the entity or individuals as may be designated by the RCDD and/or RCA Boards to manage and operate the Facilities (either Employees or Management Services Company).
- P. **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).
- Q. **Vendor** is a business that provides services within Riverwood.
- R. **Visitor** is a guest of a Homeowner who is not staying overnight. **Frequent Visitor** is a person who visits a Homeowner or Long-term Lessee on a regular basis and has been designated by the Homeowner or Long-term Lessee through the process provided in Section 7.4. Frequent Visitors shall not include Vendors.
- S. **Access Device Form** – the application form for a Vehicle Access Device is available on the Riverwood Website, Riverwoodcdd.org or through the Golf Club. **Frequent Visitor Access Form** – Use the GateHouse Portal (<https://riverwood.gatehouseportal.com/>) or the GateHouse App. **Vendor Access Form** - Use the GateHouse software or the GateHouse App.

**Section 4.3 Rights and Privileges.** The rights and privileges granted herein are subject to the Rules of the RCDD. All Persons utilizing the Facilities shall comply with all RCDD Rules. Failure to do so may result in loss of the right and privilege to use the Facilities.

**Section 4.4 Residents Use of Facilities.** Residents shall have the right to use the Facilities. Residents may invite House Guests and Visitors to use the Facilities subject to the provisions contained in these Rules. Residents are responsible for Household Members, House Guests and Visitors while they are using the Facilities.

**Section 4.5 Registered Lessees.** Prior to a Lessee taking possession of a Homeowner's property and using the Facilities, the Homeowner must complete an RCA Lease Notification Form and pay the lease processing fee. The Homeowner shall provide the Lessee with the RCDD Rules, RCA covenants and RCA policies. The Homeowner shall not have the right to use the Facilities during a Lessee's occupancy of the Homeowner's property. Lessee's rights and privileges are not transferable. The Homeowner can obtain a Riverwood Access Control ID Badge for use by the Lessee. The card will be operational during the Lease Period. The card may be reactivated at no charge for future lessees. Lessee Access Control ID Badges will be charged according to Appendix B.

**Section 4.6 Non-Resident Users.**

- A. **Non-Resident Full Fee Payer.** A non-resident who desires to use the Campus Facilities may do so upon payment of the annual fee, as set forth herein. This Category is limited to 20 people. Non-Resident Full Fee Payers are allowed full use of the Riverwood Facilities with the exception of the Beach Club and RV Parking Area. Non-Resident Full Fee Payers are not allowed to bring Visitors onto the Riverwood Campus Facilities.
- B. **Non-Resident Limited Fee Payer.** A non-resident who desires to use the Tennis only may do so upon payment of the Annual Fee (see Appendix B). 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 Tennis Courts, restrooms, parking lot, athletic office, Tennis viewing area(s), and may attend Tennis meetings and their social functions at the Facilities. This category is limited to existing members as of October 19, 2021, and the member will be eliminated if the membership is not maintained each year without prior approval by the RCDD Board. Non-Resident Limited Fee Payers are not allowed to bring Visitors to use the Facilities.

C. See Appendix B for current rates for this category.

#### **Section 4.7 House Guests and Visitors.**

- A. Residents may register House Guests staying overnight in a Riverwood residence for use of the Campus Facilities with Access Control using the GateHouse Application or by phone. For the duration of the stay, House Guests are allowed to use the Facilities without being accompanied by the Host.
- B. A Resident has 6 opportunities per calendar year to invite a Visitor (and the Visitor's Household) to use the Riverwood Campus Facilities. These 6 invitations could be to the same Visitor or to multiple Visitors. However, the Resident may invite only one Visitor (with household) at a time and must accompany their Visitor at all times when using the Riverwood Campus Facilities. Any Visitor usage is subject to availability based on usage by the Residents.
- C. A Visitor may use the Riverwood Campus Facilities not more than 6 times during a calendar year and must be accompanied by the hosting Resident at all times.
- D. Visitors may not attend Riverwood Classes, Events, or Games. House Guests may attend Riverwood Classes, Events, or Games, but Residents will have priority.

**Section 4.8 Riverwood Teams.** Only Residents, Non-Resident Full Fee Payers, and Limited Fee Payers may participate on a Riverwood Team. Riverwood Teams shall annually register all outside teams with the RCDD Staff prior to inviting non-Riverwood Teams to play at Riverwood. A schedule of play shall be provided to the RCDD Access and Control prior to arrival for a match. 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 Residents 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 4.9 Children.** Children under the age of 14 years must be supervised at all times when using the Facilities by an Adult who shall assume full responsibility for those children. The following restrictions apply to children:

- A. Fitness Center. Children under the age of 14 years are not permitted in the Fitness Center. Children aged 14 through 17 may use the equipment if supervised by an Adult.
- B. Pool and Spa. Children, under the age of 14 years, must be supervised by an Adult in the pool and spa area. Children, under the age of 14 years, are not permitted to utilize the spa area.

- C. Dog Park. Children age 14 years and under must be supervised by an Adult while in the Dog Park. Children under the age of 6 are not permitted in the Dog Park.
- D. Sports Facilities. Children age 14 and under may not be on or use Sports Facilities (tennis, croquet, pickleball, basketball, bocce ball) without Adult supervision.
- E. Access Control ID Badges. Children under the age of 18 will not be issued ID Badges since they must be supervised by an Adult when using the facilities.

**Section 4.10 Parking.** The campus 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 RCA or RCDD Staff.

**Section 4.11 Use of the Riverwood Campus Facilities.**

**A. General.**

1. The occupancy limits of the Facilities and the limits shall not exceed those established by the Fire Marshall.
2. Only Residents or Non-Resident Full Fee Payers may reserve the Facilities and reservations/arrangements must be made with the RCA Staff.
3. RCA and RCDD Board and Committee Meetings, Riverwood Neighborhood gatherings, RCA or RCDD sponsored events, and any resident reserved event open to the whole community will not be charged a usage fee for the facility.
4. No trade or business may be conducted on the campus. No activity may be conducted for profit (charges for supplies and prizes are allowed). However, RCA Board may approve paid activities such as but not limited to classes or activities led by qualified instructors, the annual garage and arts and crafts sale, and charitable events.
5. Instructors must register with the RCA Staff who must approve instructional fees, if any, which are payable directly to the instructor. The RCA Staff will obtain credentials, certification and insurances from vendors, instructors, and others, when applicable.
6. Any event allowing general public attendance, charging a fee, or using the entire Activity Center must be approved by the RCDD Board. Activities allowing public attendance must be insured as an event by the RCA naming the RCDD as “additional insureds” and must have a RCA employee on site during the event.
7. Bikes, trikes, golf carts, motorized vehicles, and similar devices, are limited to the campus parking areas only. Golf carts and motorized bikes and vehicles must park in the parking lot. Skateboards and roller blades are not allowed on campus.

**B. Scheduling-Process.**

To reserve a Facility, a Usage Request Form must be completed by a Resident or Non-Resident Full Fee Payer and submitted to the RCDD and RCA Staff who will schedule as appropriate.



**C. Campus Facilities**

1. Tennis, Pickleball, Bocce, Croquet the Fitness Center, the Library, the Arts and Crafts Room, Swimming Pool, Spa, Patios, and the Dog Park shall be collectively referred to as the Campus Facilities.
2. Tennis and Pickleball
  - a. Scheduling. Scheduling courts can be accomplished by accessing the *Reserve My Court* website.
  - b. Attire. Approved soft-soled tennis shoes are required. Tennis shoes must not be worn in Campus Facilities Buildings.
3. Tennis 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.
4. Bocce. Courts may be reserved with the RCA Staff. Soft soled shoes are required at all times. All equipment must be returned to storage after play.
5. Croquet. Courts may be reserved with the RCA 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 and store the equipment after completing play.
6. Fitness Center.
  - a. All fitness equipment is used at the users' own risk. Soft-soled athletic shoes are required. Food and beverages (other than water in a plastic container) are not permitted in the Fitness Center.
  - b. Users must bring their own towel(s).
  - c. Equipment should be cleaned after use with the provided paper towels and cleaner. 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 Center at any time. Due to ADA requirements fitness equipment cannot be moved within the Fitness Center.
  - d. Maximum time on fitness equipment is 30 minutes if others are waiting.
  - e. Riverwood ID Badges are required for entry to the Fitness Center and must be produced when requested by RCA or RCDD Staff.
7. Library and Technology
  - a. Library. Book and puzzle check outs are on an honor system.  
Newspapers and/or magazines are not to be removed from the library.
  - b. Technology. An unsecured Wi-Fi connection is available at the Campus Facilities. Excessive and/or illegal downloads are not allowed.
  - c. No food or drink other than water is allowed in the Library.
8. Swimming Pool, Spa and Patio.
  - a. No lifeguard is on duty; users swim at their own risk. Pool capacity is as posted.
  - b. Pool hours are 6:00 AM to 10:00 PM daily.

- c. Food or drink is not permitted within 15 feet of the pool or spa. Glass is not permitted inside the fenced area of the pool. Residents may use personal devices with headphones.
  - d. Alcoholic Beverages are not permitted inside the fenced area of the pool.
  - e. No smoking is allowed inside the fenced area of the pool.
  - f. Large floats or rafts are not allowed.
  - g. No diving, jumping into the pool is allowed.
  - h. No running or throwing projectiles is allowed in the pool area.
  - i. Users must shower before entering pool or spa. Use of oils, body lotions, soaps, and minerals are prohibited.
  - j. Incontinent children and adults must wear waterproof pants and may not use the spa. Diapers should be changed in the pool restrooms, not disposed of in the restroom trash cans and must be taken off campus for disposal.
  - k. The pool area should be kept clean and all garbage properly disposed. Umbrellas should be lowered prior to leaving pool area.
  - l. Rest rooms/changing rooms along with a shower are located toward the spa area of the pool. These facilities should be used in the pool area only and not in the Campus Facilities buildings. Proper cover-up attire and foot covering are required to enter Campus Facilities buildings from the pool areas.
  - m. Lap swimmers shall be given preference in the lap area of the pool.
  - n. Riverwood ID Badges are required for entry into the pool area and shall be produced when requested by RCA or RCDD Staff.
9. Pickleball.
- a. Courts are to be used for Pickleball only. No other activities are allowed.
  - b. Players should demonstrate good sportsmanship and respect others at all times.
  - c. Furniture located in the Pickleball court area should be returned to a Pickleball shade structure after each use.
10. Arts and Crafts Room.
- a. The Arts and Crafts Room must be reserved through the RCA Staff for arts and crafts related activities.
  - b. When not reserved, the Arts and Crafts room may be used for arts and crafts activities only.
  - c. A Resident can reserve the room for a maximum of 20 hours per month.
11. Dog Park
- a. The Dog Park is only for use by Residents, their House Guests and Non-Resident Full Fee Payers. Dog Park use is subject to additional requirements provided herein.
  - b. The RCDD and RCA Boards and 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 Resident or House Guest's dog(s) are on the Dog Park premises.
  - c. Dog Park Rules.

1. All Dogs using the park must be vaccinated and wearing a license in the Dog Park.
2. Dogs must be leashed entering and exiting the Dog Park.
3. Owners must be present and in view of their dog(s) at all times.
4. Air Horns or the like are not permitted in the Dog Park.
5. The owner must pick up dog feces immediately. The dog litterbag must be taken home with the owner for disposal.
6. Aggressive dogs are not allowed in the Dog Park.
7. Dogs in heat are not allowed in the dog park during the posted social times.
8. Sick dogs are not permitted in the Dog Park.
9. People food is prohibited in the Dog Park.
10. Owners are responsible for their dog's actions at all times.
11. Respect the "15 Minute" rule when posted on the gate. Wait for the member and dog to vacate the park.

**Section 4.12 Scheduling Priorities, Restrictions and Rules.** The RCA Staff is responsible for scheduling Events including setting priorities, restrictions and rules.

- A. Riverwood facilities are not available for rent or for the use of or by persons living outside of Riverwood except for Non-Resident Full Fee Payers.
- B. Residents and Non-Resident Full Fee Payers may reserve campus facilities for private parties subject to approval by the RCA Staff and the availability of the Facilities. Any event which is by invitation only is considered a private event and subject to fees in Appendix B.
- C. Alcoholic beverages are allowed if B.Y.O.B. (residents provide their own beverages) except for in the fenced area of the pool. 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 4.13 Event Logistics.** The following event logistics are the responsibility of the RCA Staff. See Fee Schedule in Appendix B.

- D. A. Setup/takedown.
- 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. Coordination of events.
- G. Contracts.

**Section 4.14 Emergencies.** In case of an emergency, call 911 first and then Riverwood access control. Telephones for emergencies and AED's are located in the Administration Building, the Activity Center, and the Fitness Center in the halls near the restrooms.

**Section 4.15 Tournaments and Athletic Events.** Tournaments and Athletic Events 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 The general public as well as Residents and Fee Payers. Tournaments include sporting events and gaming events (such as bridge or chess). Athletic events include individual as well as team sports (such as bicycle or foot races). For permission to hold a tournament or athletic event of any kind, a detailed, written request must be submitted to the RCA Staff and approved by the RCDD campus committee. For tournaments involving the tennis courts, the tennis director may grant approval for any tournament providing that the tournament would not restrict Residents of the use of the Facility.

**Section 4.16 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 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 or RCA Staff to become involved in such matters.

**Section 4.17 Hours of Operation.** The RCDD 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. RCA or RCDD Staff may not always be present when the Facilities are open.

**Section 4.18 Equipment.**

- A. **Checkout of Equipment.** Sports equipment is located in the Fitness Center. Equipment must be returned by the day's end and is not to be removed from the Riverwood campus. The Residents using the equipment will be charged for the repair or replacement if the equipment is damaged or lost.
- 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 Riverwood Campus with the exception of library books and puzzles. Furniture and equipment may not be moved from one location to another in the Facilities without prior approved of the RCA or RCDD Staff.
- C. **Cooking/Grilling.** Cooking/grilling is prohibited on the campus without prior approval of the RCDD Staff. Warming Plates and Crock Pots are acceptable. Contact the RCA Staff for more information.

**Section 4.19 General Provisions.**

- A. Appropriate Use. Riverwood Campus amenities shall only be used for their intended purpose. All individuals using the Facilities do so at their own risk. The RCDD and RCA Staff shall not be responsible for injuries or accidents. All Persons using the Facilities shall indemnify and hold harmless the RCDD, RCA and their 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 campus buildings. 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 on the Riverwood campus.
- E. Pets. Only service animals are permitted on the grounds or in the buildings of the Riverwood Campus Facilities, 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 parking lot. Dogs must be on lease when entering and exiting the Dog Park area.
- F. Staff Use. RCA and RCDD Staff and their families may only use the Facilities with the prior written approval of the RCDD Board.

**Section 4.20 Enforcement.**

- A. General. This section on enforcement applies only to the enforcement of the provisions of Sections 4, 5, 6, and 7 of the RCDD Rules.
- B. Violations.
  - a. The RCA or RCDD 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 Management (site manager, safety and access manager or other designated manager).
  - b. If RCDD Management believes that a violation has occurred, a notification letter containing the date, name, facility and rule violation, facility, and suspension information, damage reports and an explanation of the appeals process. This notification letter will be signed by a RCDD supervisor and

emailed to the Resident within 3 days of the incident with copies to the District Manager, and the RCDD Board. Suspension will be determined based on the suspension rules in Section 4.20 C.

- c. In the case of damages, the RCDD Management will determine the cost of repair or replacement of the facility or equipment and generate an invoice to the Resident.
- d. The incident will be reported at the subsequent RCDD Board meeting.

**C. Suspension.**

- a. Infractions or violations of the RCDD Rules by a Resident, Non-Resident Fee Payer (Full or Limited), Household Members, House Guests or Visitors will result in a suspension of the Residents and their Household members right or privilege to use some or all of the Facilities and compensation for any damage done.
- b. A first offense without damages will result in a notification letter, second offense will result in a 30-day suspension, third offense will result in a 60-day suspension, and subsequent offenses will result in a one-year suspension of the Residents privileges as well as the associated Household Members.
- c. Offenses with damages will result in automatic suspension of at least 30 days with the duration determined by the RCDD Board at the next Board meeting. Suspensions will be in place at least until the invoice has been paid by the Resident or Non-Resident Fee Payer (Full or Limited).
- d. Residents are responsible for the actions their Household Members, House Guests and Visitors.

**D. Authority to Suspend.**

- a. The RCDD Management may suspend the right or privilege for an individual to use some or all of the Facilities or the Riverwood Beach Club due to violation of applicable RCDD Rules with the signature of a RCDD supervisor. The RCDD Management 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 Board and the RCDD District Manager, as provided herein.
- b. If the RCDD Management 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 Riverwood Beach Club, the RCDD Management 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 with copies to the RCDD District Manager.

**E. Appeal Procedure.**

- a. 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.
- b. 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.

- c. 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. The appellant shall have the right to have the appeal heard by the Board at the next regular meeting of the Board.

## **Section 5 RECREATIONAL VEHICLE PARKING AREA RULES**

**Section 5.1 General.** This section sets forth the rules and fees for the use of the Riverwood CDD Recreational Vehicle Parking Area (the “RCDD RV Parking Area”), and is intended to supplement the provisions of Section 4.

### **Section 5.2 Usage.**

- A. **Residents.** The RCDD RV Parking Area is only for use by Residents, and only pursuant to the terms provided in this Section 5. Priority will be given to Riverwood Homeowners over Lessees.
- B. **House Guests.** A limited number of parking spaces will be provided without charge for House Guests of Residents for up to two weeks. Prior to using this guest parking, a registration form must be completed and filed with the RCDD site manager.

### **Section 5.3 Application and Renewal.**

- A. **Application.** Residents must register for the RCDD RV Parking Area wait list on the Riverwood Amenities website (<https://www.riverwoodamenities.org/>) to be able to use the RCDD RV Parking Area. When an appropriate spot becomes available, the potential member will be notified by the RCDD Staff. Upon payment of the fees and processing of the documents, the Resident will be assigned a parking spot number for the vehicle.
- B. The RCDD Staff will maintain a wait list of Residents when the lot is full which will be sequenced by date of application. When a spot becomes available, it will be assigned to the first person on the list whose vehicle is of the appropriate size. Preference will be given to Homeowners over Lessees.
- C. **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.
- D. **Annual Renewal.** A renewal notice will be sent via email by the RCDD staff to RCDD RV Parking Area users on November 1 of each year and the payment and

documentation shall be due no later than December 31. Members not renewing will be asked to immediately remove their vehicles and the spot will be reassigned to the next appropriate vehicle on the RCDD RV Parking Area wait list. See Appendix C for current usage rates.

**Section 5.4 Space Assignment.** All spaces are assigned by the designated RCDD representative and are on a first come first served basis depending on vehicle size with Homeowners having priority over Lessees. The designated RCDD Representative will maintain a wait list. The RCDD reserves the right to reassign space numbers and relocate vehicles, boats and trailers as needed.

**Section 5.5 Damage and Hold Harmless.** The RCDD Board, the RCDD 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 RCDD RV Parking Area. By utilizing the RCDD RV Parking Area, such users agree to indemnify and hold the RCDD, the RCDD Staff, and their respective agents, employees and representatives; harmless for any such acts.

**Section 5.6 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 overnight but not for consecutive nights. Use of electricity during daytime hours shall be limited to powering tools and equipment for maintenance. Daytime charging or other uses of electricity not provided herein shall not be permitted in the RCDD RV Parking Area.
- D. Canoe and Kayak Racks
  1. Canoes and kayaks shall be identified during registration by color, brand, numbering, or other identifying features.
  2. Canoes and kayaks must match description of the canoe or kayak registered
  3. Canoes and kayaks shall be safely secured or fastened to the rack.
  4. All the rules related to the RCDD RV Parking Area shall be applicable to the canoe and kayak racks.

**Section 5.7 Enforcement.** The provisions of this Section 5 shall be enforceable pursuant to the provisions of Section 4.20, 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 5, 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 6 BEACH CLUB RULES**

**Section 6.1 General.** This Chapter sets forth the rules and fees for the use of the Riverwood Beach Club (the "Beach Club"), and is intended to supplement the provisions of Chapter 5.

**Section 6.2 Membership.** Beach Club membership shall be available to Homeowners on a first come, first served basis, subject to the fees and provisions of Appendix D. The maximum number of Beach Club memberships issued at any one time shall be determined by the RCDD Board with the recommendation of the Beach Club Committee. The RCDD Staff will maintain a list of all Beach Club members which will include the Homeowner(s) and Household Members. All Member Legal Names must be registered with the RCDD Staff to gain entrance to the Beach Club. Beach Club membership shall include up to 2 Beach Club gate access cards.

### **Section 6.2.1 Beach Club Wait List**

When the Beach Club is at full membership, the RCDD Staff will maintain a wait list sequenced by the date payment was received. Homeowners wishing to join the Beach Club wait list shall register on the Riverwood Beach Club Website (<https://www.riverwoodbeachclub.org>), pay the applicable Wait List fee provided in Appendix D, which fee shall be non-refundable but shall be credited against the processing fee upon acceptance for membership. Beach Club wait list positions are not transferable. If a Beach Club wait list member moves out of Riverwood, the member will be deleted from the wait list. If a wait list member chooses not to accept the membership when offered, the member will be deleted from the wait list.

### **Section 6.2.2 Beach Club Summer Membership**

Beach Club Summer Memberships will be offered to Homeowners on the Beach Club Wait List. These memberships will be for the period from June 1 through September 30 with the following additional rules:

- A. Non-refundable payment must be made per the fee defined in Appendix D and will not be prorated.
- B. Beach Club Summer Members may use the Beach Club subject to Section 6.3 paragraphs A through E. Summer Memberships may not be transferred to Lessees.
- C. Summer memberships may not be transferred on the sale of property.
- D. Summer members will be issued only one gate pass.

- E. Summer memberships will be paid online by debit/credit card (no cash or checks).
- F. If a Beach Club Membership becomes available to a Summer Member, the Beach Club dues will be prorated effective October 1. If the Summer Member chooses not to accept a Beach Club Membership that becomes available, the Summer Membership will be terminated and the Homeowner will be removed from the wait list with no refund of fees.

### **Section 6.3 Usage.**

- A. The Beach Club shall only be used by Beach Club members and House Guests or Visitors who are accompanied by a Beach Club member. A Beach Club membership 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.
- B. Smoking is not permitted on or near the Pavilion. The designated smoking area is near the gate.
- C. Pets are not allowed with the exception of registered service animals.
- D. No Lifeguard is on duty. Members and their guests swim at their own risk.
- E. Children under 12 must be supervised by an adult at all times at the Beach Club.
- F. If a Beach Club member wishes his lessee to use the membership, the resident must complete an RCA lease notification, pay a lease processing fee and provide the RCDD Office Staff with the legal names of the Lessees. The Beach Club Member must provide the lessee a copy of the Beach Club Rules and provide his gate pass. The Beach Club member shall not have use of his membership during the term of the lease. The Lessee must show identification on entry to the Beach Club.

### **Section 6.4 Transfer.**

- A. A Riverwood Homeowner who has a Beach Club Membership as of June 1, 2022, may transfer their membership to the buyer of their home when sold. The transfer documentation must be completed with the Beach Club Administrator and the processing fees paid within 7 days of closing on the home or the membership will be offered to the first person on the Beach Club Waitlist.
- B. Any Beach Club membership commenced after June 1, 2022, will have no rights of transfer.
- C. If a Beach Club member moves to a new home within Riverwood, they may retain their membership provided they notify the Beach Club Administrator of their new address within 7 days of closing. The new home must be purchased within 60 days of closing on the existing home to qualify. After the move to the new Riverwood home, the membership is no longer eligible for transfer to a buyer on the sale of the new home.
- D. Current Beach Club Members are not eligible for transferring when purchasing a home with a transferable membership. They may either keep a membership or transfer a membership to the new Owner.

**Section 6.5 Events.** A Beach Club member may reserve a designated portion of the Beach Club facilities in advance, upon payment of the event fee provided in this Section 6. Events may be scheduled from 4:00 PM to 9:00 PM except on Holidays. The number of event guests is limited to 50 people. All events must be scheduled 30 days prior to the event date. Events other than Riverwood Neighborhood events (clubs, family, or other groups) must be approved by the Beach Club Committee.

**Section 6.6 Enforcement.** The provisions of this Section 6 may be enforced in accordance with procedures described in Section 4.20.

## **Section 7 – VEHICLE ACCESS AND CAMPUS ACCESS ID BADGES**

**Section 7.1 General.** As a convenience to the community, it is the policy of Riverwood to grant electronic access device access to Homeowners and their Household Members, Long Term Lessees, Non-Resident Full Fee Payers, Non-resident Golf Club Members, and RCA/RCDD/Golf Club staff. All other House Guests, Visitors, Frequent Visitors, Short term Lessees, and Vendors will receive a paper pass with an expiration date. The GateHouse software system, including the GateHouse App, is available on the RCA website for Homeowners to register their visitors. The access control supervisor may be reached at (941) 764-6822.

This section sets forth the rules and fees for vehicle access to Riverwood, and is intended to supplement the provisions of Section 4.

**Section 7.2 Definitions.** See Section 4.2 for Definitions.

### **Section 7.3 Vehicle Access Devices .**

Vehicle Access Device holders will have automated entry access through all Riverwood gates. A maximum of five (5) access devices will be issued per residential household. If a household needs more than five (5) access devices, the Homeowner or Long-term Lessee may petition the RCDD for approval of additional access devices based upon a demonstration of mitigating circumstances. The petition shall be heard by the Safety and Access Control Committee, who will make a recommendation to the RCDD Board for final determination. Access device installation times will be posted at the guard house and at the RCDD Office. Access devices shall not be transferred to any vehicle other than the one to which the access device was assigned and installed.

The following classifications are eligible to receive a vehicle access device:

- A. Homeowners/Residents.** Homeowners, after registering with the RCA will provide the access control supervisor with their ownership status and provide a vehicle registration for each vehicle they wish to have an access device installed. A Homeowner may obtain an access device for a commercial vehicle that is parked overnight at the Homeowner's property. The access control supervisor will validate information and install an access device on the vehicle(s).

- B. Long-term Lessees/Residents.** The Homeowner must register the Long-term Lessees with the RCA. The Long-term Lessee, after registering with the RCA, will obtain an access device from the access control supervisor for each vehicle. The Long-term Lessee will provide the supervisor with a vehicle registration for each vehicle. The Long-term Lessee must provide the current lease including lease duration dates. The access control supervisor will validate information and install an access device on vehicle. The access device will be deactivated on the day after the expiration date of the lease.
- C. Non-Resident Full Fee Members and Golf Club Members.** Non-resident Full Fee Members and Golf Club Members are eligible for a vehicle access device during the term of their membership. Golf Club management and the RCA/RCDD management will provide the access control supervisor with a current list of their non-resident members including the current dates of their membership. The access control supervisor will validate the information and install an access device on the Non-Resident Full Fee Payer vehicle. Golf Club management or the RCA/RCDD management is responsible for verification and updating membership status.
- D. Riverwood Staff.** RCA/RCDD/Golf Club management shall make a request of the access control supervisor for each employee using email. The access control supervisor shall validate information and install an access device on the vehicle. RCA/RCDD/Golf Club management shall notify the access control supervisor when employment of a staff member has been terminated.

#### **Section 7.4 Frequent Guest Passes.**

A Homeowner or Long-term Lessee will request access to Riverwood using the GateHouse Solutions software. The Homeowner or Long-Term Lessee may choose periods up to 60 days for Visitors or Household Guests. Authorized Household Guests and Visitors can be checked using the GateHouse Solutions website or application. The Household Guest or Visitor will be given a paper pass when entering through the main entrance at the guard house. A replacement paper pass will be issued if a pass is lost or damaged. A Homeowner or Long-term Lessee may contact the safety and access supervisor to validate or remove a Visitor or Household Guest from the list at any time.

The paper passes do not enable automated entry into Riverwood through the automated gates. All Visitors and Household Guests shall be required to enter Riverwood through the lane next to the gate house, and shall present the paper pass and proper identification to the gate house attendant.

#### **Section 7.5 Vendor Passes.**

Vendor passes will be issued for a period of up to ten days upon request of a Homeowner or Long-term Lessee through the GateHouse software. If there is a requirement for a longer period Vendor pass, the request will be made directly to the access control supervisor. For those Vendors who are performing daily services at Riverwood at various residences, a frequent Vendor list will be generated and maintained on the RCDD Website. The RCDD access control supervisor will generate the original list of vendors who meet the above requirements. Residents do not need to make a vendor request on the GateHouse software for vendors on this list. A vendor on this list will gain entry to Riverwood using the left hand lane at the gate house. The Vendor will inform the gate house attendant of the first residence he/she will be servicing that day. The vendor will be given an entry pass. Any Resident who believes one of his/her Vendors meets the requirements of this frequent Vendor list may contact the access control supervisor, who will determine if the vendor meets the requirements to be added to the list.

A Vendor pass does not enable automated entry into Riverwood through the automated gates. The Vendor is required to enter Riverwood through the left-hand lane to the gate house, and shall present the Vendor pass and proper identification to the gate house attendant.

#### **Section 7.6 Short-term Lessee Passes.**

The Homeowner must register his/her Short-term Lessee with the RCA. Once registered, the Short-term Lessee must present rental lease agreement with duration of lease to the access control supervisor at the gate house. Short-term Lessees will receive a paper pass and enter Riverwood through the left lane next to the gate house. Pass and proper identification must be presented each time to gate attendant for access into Riverwood. If pass is lost or worn out, the Short-term Lessee may show identification and inform the gate attendant that he/she is a Short-term Lessee. On-duty gate attendant will reprint a new paper pass. Passes will expire the day after the end of the lease agreement.

#### **Section 7.7 Daily Guest Passes.**

A Homeowner or Long-Term Lessee may register his/her Visitor using the GateHouse software system located on the Riverwood website. If you have forgotten your user login or password, please contact the access and control supervisor. Other persons seeking access to the community will be issued a guest pass upon providing proper identification and intended purpose. Gate house attendants will report suspicious behavior to the Charlotte County Sheriff's Office.

#### **Section 7.8 Homeowners/Long-term Lessees with a Rental Car.**

Homeowners or Long-term Lessees with a rental car must present the rental car lease to the Access Control Supervisor. The Access Control Supervisor will issue temporary Access Control "placard" to hang from the rear view mirror. The placard will be activated for the

length of the rental car lease period. The placard must be held up, facing the access control device reader, to activate both front and back resident entry gates. The reader is able to scan the placard held by the driver or the passenger. The placard must be returned to the guard house after the rental car lease period has expired or a charge will be assessed – See Appendix B, Section C.

### **Section 7.9      Campus Access ID Badges**

The RCDD may limit access to certain Riverwood Campus amenities by use of access control mechanisms. The purpose of these access control mechanisms is to ensure that these amenities are available for the Home Owners and their properly designated House Guests. A properly issued Riverwood Access Control ID Badge is required to gain access to these amenities.

Riverwood Access Control Identification Badges are authorized for all Residents and Non-Resident Full Fee Paying members. Residents and Non-Resident Full Fee Paying members may obtain their ID Badges from the access control supervisor during posted hours at the gate house. Residents may accompany their House Guests on Campus or may allow House Guests 18 years of age and older to use the ID Badges without accompanying them on campus. Riverwood Access Control Identification Badges may not be given to a Visitor for use without accompaniment by the Resident. Such an act will be considered a violation and subject to deactivation of the ID Badge. Replacement of lost ID Badges will be charged according to Appendix B, Section C.

Properly registered Lessees may be given temporary Riverwood Access Control Identification Badges (without photos) for the duration of the lease. Charges will be assessed the property owner if the temporary ID Badge is not returned at the end of the lease. See Appendix B, Section C. Future Lessees for the property will not be issued ID Badges until the payment is made.

### **Section 7.10    Violations**

Violation of these access control rules, or any other rules of the District, may result in deactivation of the access device and/or ID Badge as per Section 4.20. Any access device that has been altered or transferred in violation of these rules will be deactivated immediately.

## **Section 8      Environmental Rules**

### **Section 8.1      Preserve Guidelines**

The preserves in Riverwood were established by an agreement with the governing bodies in the state of Florida. In our case, the governing bodies are the Southwest Florida Water Management District (SWFWMD) and the Florida Department of Environmental Protection (FDEP). They have established a strict set of rules to be followed by any

community having a permitted preserve within their boundaries. In exchange for the proper oversight of these preserves, the preserve land itself becomes exempt from property tax.

The expectation of SWFWMD is that the preserves be left in a natural state. This means that there is to be:

1. No cutting or trimming of foliage in the preserve by any Resident.
2. The RCDD will not perform any 'landscaping' activities to beautify the preserves for residents.
3. Residents or their landscape contractors are not to dump and debris from their yard into the preserve.

If SWFWMD by random inspection discovers an incursion, a fine will be issued to Riverwood Community Development District for violating the permit requirements. Any fines levied on the RCDD will become the responsibility of the Homeowner causing the damage. The RCDD also retains an Environmentalist who inspects RCDD preserves on a monthly basis. If the Environmentalist or RCDD Staff discovers any incursions by a resident, the RCDD will bill the homeowner for the cost of the cleanup and restoration of any native foliage.

The standard that the RCDD is expected to maintain is less than 5% invasive foliage in each individual preserve. To reach the standard, the RCDD may cut or spray to kill in place any invasive plants in a preserve. Once the standard has been reached, the RCDD is expected to perform frequent maintenance activity which involves spraying to kill any new invasive species in the preserve.

While a Resident may not perform cutting or trimming within a preserve, the Resident may perform a vertical cut of preserve foliage along their property line if the foliage is growing onto their property.

For policy questions, please contact the RCDD office before taking any action.

**APPENDIX A WATER AND SEWER RATES, FEES, AND CHARGES.**

**Section A.1 Definitions:** All Definitions in Section 3 apply to this section as well as these additional definitions:

A. Class of Service:

1. Residential Service. Service to a residential dwelling including single family, multi-family, mobile homes, RV Pads, and all other types of residential dwellings.
2. Commercial /Non-residential Service. Any Service not covered by the residential service described herein. This type of service shall include, but is not limited to the following: Pool/cabana areas, activity/recreational centers, dump stations, maintenance facilities, commercial facilities, and recreational facilities.

B. Standby Fees. Fees charged to an owner of Undeveloped Property for the purpose of guaranteeing the availability of sewer service in the future. Payment of standby fees to guarantee availability of service shall only be available to users who are current as of June 1, 2022 (Vizcaya Lakes and Harborside), or as may otherwise be provided pursuant to contract with the District.

C. Base Facility Charge. The portion of the monthly charge to each consumer which is fixed and designed to provide consistent cash flow and operating stability for the District. Base Facility Charges shall be applied continuously throughout the period of ownership of developed property.

D. Usage Charge. The portion of the monthly charge to each customer which is based on metered consumption or use.

E. Sewer Connection Fees. A one-time Sewer Connection Fee is charged when Undeveloped Property is connected to sewer service. .

F. Meter Size. When a fee or charge is dependent upon Meter Size, the District shall attempt to determine the size of the meter at the point of delivery. If no meter is available, the District shall attempt to determine the size of the service line at the point of delivery. If the service line is inaccessible at the point of delivery, the District shall estimate the size of the service line at the point of delivery.

G. Equalization Factors. The following Equalization Factors shall be used to calculate Base Facility Charges for water and sewer service:

<u>Class of Service</u>	<u>Meter Size</u>	<u>Equalization Factor</u>	
		<b>Sewer</b>	<b>Water</b>
Single Family Residential	All	1.00	1.00
Commercial/Non-residential Service			



	5/8"x3/4"	1	1
	1"	3	3
	1 1/2"	5	5
	2"	8	8
	3"	16	16
	4"	25	25
	6"	50	50
	8"	80	80

**Section A.2 Sewer Service Rates (Monthly).**

**Base Facility Charges will be paid continuously through the period of ownership of a developed property**

**A. Residential Service:**

Base Facility Charge: All Meter Sizes: \$46.30

**B. Commercial/Non-residential Service:**

Base Facility Charge based on Meter Size (Inches)

5/8"x3/4"	\$46.30
1"	\$138.90
1 1/2"	\$231.50
2"	\$370.40
3"	\$740.80
4"	\$1,157.50
6"	\$2,315.00
8"	\$3,704.00

**C. Standby Fee (Grandfathered for Accounts that are Current):**

Per unit \$15.86

**D. Sewer Connection Fee:**

Sewer Connection Fee per residential unit (Single Family, RV/Mobile Home is one unit, Multi Family is one unit per each residence. Commercial Connections are billed at one unit per 1,000 sq. ft.

Standby Paid and Current:	\$2,500
No Standby Paid:	\$5,000

**Section A.3 Potable Water Service Rates (Monthly):****A. Residential Service:**

Base Facility Charge \$30.00 (Per Residential Unit)  
(Includes \$5.00 Water Quality Fee)

Usage Charge Per 1,000 Gallons:

0 – 5,999 gallons	\$5.25
6,000 – 10,999 gallons	\$5.82
11,000 or more	\$6.78.

**B. Commercial/Non-residential Service:**

Base Facility Charge based on Meter Size (Inches)

(Includes \$5.00 Water Quality Fee)

5/8"x3/4"	\$30.00
1"	\$71.00
1 1/2"	\$114.50
2"	\$180.25
3"	\$352.00
4"	\$547.25
6"	\$1099.50
8"	\$1756.00

Usage Charges Per 1,000 Gallons

0 – 5,999 gallons	\$5.25
6,000 – 10,999 gallons	\$5.82
11,000 or more	\$6.78

C. Initial Installation Fee: \$35.00

D. Meter Installation Fee:

5/8" x 3/4" Meter:	\$220.00
Larger than 5/8" x 3/4" Meter:	\$220.00 Plus Cost of Meter

E. Backflow Preventer Assembly (BFP) Charges:

New installation (includes materials, permitting and certification): \$305.00

Biennial recertification with or without repairs:

Consumer will be charged actual cost of Recertification and Repairs

**Section A.4. Reclaimed Water Service Rates (Monthly)**

A. Residential Service:

Base Facility Charge: \$15.00 (Per Residential Unit)

**Section A.5 Miscellaneous Fees and Charges**

<u>Fee Description</u>	<u>Charge</u>
Deposit – New Account	\$300.00 **

Deposit – Accounts with 3 or more delinquent payments in a 12 month period.	\$ 450.00**
Disconnect & Reconnect (each)	\$ 150.00
Disconnect & Reconnect, if after normal hours	\$ 200.00
Account Activation Fee	\$ 150
Delinquent Payment Fee (single connection)	\$10
Delinquent Payment Fee (Commercial or Multiple Connections)	10% of delinquent amount
<b><u>Returned Check Fee:</u></b>	
Check value of \$50 or less	\$ 35.00
Check value of \$50.01 through \$300	\$ 40.00
Check value of \$300.01 or more	\$ 50.00 or 5% of check value, whichever is greater
<b><u>Meter Re-Read:</u></b>	
First Re-Read	\$20.00
Each subsequent re-read within a 6-month period	\$40.00
<b><u>Bill Delivery and Payment Options</u></b>	
ACH (Automatic Deductions from Checking)	FREE
Credit Card Payments	\$0.30 + 2.5%
Email and/or USPS delivery of Billing	FREE

\*The Delinquent Payment Fee shall be charged on the last working day of each month until the full unpaid balance has been paid.

\*\* The deposit is to be collected per residential unit billed on the account. (e.g., A condominium building with 30 units will collect \$300 per unit billed).

## **APPENDIX B      CAMPUS FEE SCHEDULE.**

### **A.      Non-Resident User Fees (Non-Refundable).**

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 may be permitted for new members, 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.
2. Payers (Full & Limited) limited to 20 people.
3. The following fees are currently in effect. Florida sales tax will be added to the amount:

**Full Fee Payers Effective 3/1/2021**

Annual Fee/Self & one Household member	<b><u>Annual</u></b> \$5,000
Annual for Additional Household Members (each)	\$500

**Limited Fee Payers: Annual Fee-Tennis & Croquet**

\*\* This fee is only for existing members. Category no longer available to new members

Annual Fee/Self	<b><u>Annual</u></b> \$850
Annual Fee/Self & one Household member	\$1,200

**B. Facility Fees (Non-Refundable) Sales tax will be added.**

CDD Rental Fees are as follows:

- Activity Center – one third of building: \$75
- Activity Center – entire building \$200
- Canopy Area: \$50
- Tiki Bar Area: \$25
- Refundable Damage/Cleaning Deposit: \$250 per event

**C. Replacement Riverwood Campus Access ID Badge (non-refundable)**  
(Sales tax will be added)

	<b><u>Annual</u></b>
Replacement ID Badge Fee	\$25
Unreturned Rental Car Access Control Device	\$25
Unreturned Rental Unit ID Badge Fee	\$25

**APPENDIX C RV PARKING AREA USAGE FEE SCHEDULE.**

The following annual usage fees for the RCDD RV Parking Area shall be paid no later than January 1. All RCDD RV Parking Area Fees are non-refundable and Florida Sales tax will be added. Should the initial 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. Residents whose payments have not been received by January 1 will lose their parking spot and the spot will be offered to the next person on the Wait List.

Non-refundable Annual usage fees for trailers, boats, vehicles and RV's may be paid by credit card on the Riverwood Amenities website (<https://www.riverwoodamenities.org/>) or by check and delivered to the RCDD Office prior to December 31 each year.

**VEHICLE**

**ANNUAL FEE (not including Sales Tax)**

Small Vehicle (Under 23 FT)	\$300
Medium Vehicle (23 FT to 30 FT)	\$500
Large Vehicle (Over 30 FT)	\$700
Canoe or Kayak in Rack	\$100

#### **APPENDIX D BEACH CLUB FEE SCHEDULE.**

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 fee payments shall be received prior to January 1. Members whose payments have not been received on January 1 will have their membership cancelled and their gate access cards inactivated. 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. All Beach Club fees are nonrefundable and Florida Sales tax will be added. Beach Club fees may be paid by Credit Card on the Riverwood Beach Club website (<https://www.riverwoodbeachclub.org>) or may be paid by check delivered to the RCDD Office. Beach Club Summer Memberships will be offered to residents on the Beach Club Wait List for the period from June 1 through September 30 and will not be prorated.

Beach Club Fees: (not including Florida Sales tax)

Annual Membership Fee	\$475.00
Wait List Fee	\$ 50.00
Beach Club Summer Membership	\$175.00
Event Fee	\$ 99.00
Processing Fee	\$100.00
Replacement Gate Pass Card	\$ 25.00

#### **APPENDIX E COPIES OF PUBLIC RECORDS FEE SCHEDULE.**

The Records Custodian, or his or her designee, shall furnish copies of public records upon prior payment of the following fees:

1. \$0.15 per one-sided copy for duplicated copies of not more than 14" by 8.5".
2. \$0.20 per two-sided copy for duplicated copies of not more than 14" by 8.5".
3. \$1.00 per certified copy not more than 14" by 8.5".
4. For all other copies, the actual cost of duplication.

#### **Special Service Charge**

If the nature or volume of the public records requested to be inspected or copied is such as would require more than 15 minutes of staff time to fulfill the request or supervise the inspection, the Records Custodian may charge, in addition to any copying fees, a special service charge. The special service charge shall be the actual hourly cost to the District for the staff member performing the clerical or supervisory assistance. If the nature of the

request is such that legal review time in excess of 15 minutes is required, the Records Custodian may charge the requestor for the actual cost to the District for legal fees incurred in the review.