

SWEETWATER CREEK COMMUNITY DEVELOPMENT DISTRICT

FACILITY POLICIES AND RATES

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INTRODUCTION

The Sweetwater Creek Community Development District (SWCCDD, “Sweetwater Creek” or “District”) is a local unit of special-purpose government established and existing pursuant to Chapter 190, *Florida Statutes*, as amended, and St. Johns County Ordinance 2006-59, effective May 19, 2006. SWCCDD is one of two districts making up the Palencia communities. SWCCDD, also known as Palencia North, includes within its boundaries approximately 865 acres of land located entirely within unincorporated St. Johns County, Florida. The District was created as an alternative method of planning, acquiring, operating and maintaining community-wide improvements.

The District, as a CDD, serves as a governmental mechanism to plan, finance, construct, operate and maintain community infrastructure, ultimately without overburdening other governments and their residents. CDDs represent a major advancement in Florida’s effort to manage its growth effectively and efficiently. This allows a developer to establish higher construction standards, meanwhile providing a long-term solution to the operation and maintenance of the community’s facilities.

Palencia is divided into two community development districts: Marshall Creek Community Development District (MCCDD or “Marshall Creek”) and SWCCDD. Both have their own policies, procedures, and guidelines, governing separate facilities and parks. While residents of each CDD have reciprocal usage rights of the other CDD’s facilities, anyone using the respective facilities is subject to the policies, procedures, and guidelines established by the CDD owning/operating that facility. Palencia Club, which includes the golf course and Clubhouse, is a separate private entity with its own rules, guidelines, and management. While the CDDs may coordinate with Palencia Club, it operates independently of the CDDs and is not owned or operated by either CDD.

DEFINITIONS

“Amenity Card” – shall mean an electronic Amenity Card issued by the District to each Patron Household (as defined herein) to access the Facilities. Patrons may obtain Amenity Cards by visiting the Marshall Creek Amenity Center located at 625 Palencia Club Drive, St. Augustine, Florida.

“Board of Supervisors” or “Board” – shall mean the Board of Supervisors of the Sweetwater Creek Community Development District.

“Competition Lap Pool” – shall mean the swimming pool and surrounding pool areas located at the Fitness Center.

“District” or “Sweetwater Creek” or “SWCCDD” – shall mean the Sweetwater Creek Community Development District.

“District Staff” – shall mean the professional management company with which the District has contracted to provide management services to the District, including the District Manager, Facilities Manager, and District Counsel.

“Facilities” – shall mean the properties and areas owned by the District and intended for recreational use and shall include, but not specifically be limited to, District-owned community parks, dog parks, mini-golf course, open spaces, pickleball courts, bocce ball court, the Fitness Center, and the Competition Lap Pool, together with their appurtenant facilities and areas.

“Facilities Manager” – shall mean the District Manager, Vesta District Services, or that person or firm so designated by the District’s Board of Supervisors, including the General Manager, Fitness Center Manager, and their employees.

“Fitness Center” – shall mean the Sweetwater Creek Fitness Center located at 1865 North Loop Parkway, St. Augustine, Florida 32095. The Fitness Center includes the gym, the Competition Lap Pool, and the clubhouse, together with their appurtenant facilities and areas.

“Guest” – shall mean any person or persons, other than a Renter, Resident, or Non-Resident Patron, who are expressly authorized by the District to use the Facilities, or invited for a specific visit by a Patron to use the Facilities. See “Guest Access and Usage” provisions below for more information on the District’s Guest policy.

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

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

“Legal Guardian” – Shall mean the parent(s) of a minor in accordance with Section 744.301, *Florida Statutes*, or another guardian appointed in accordance with Chapter 744, Florida Statutes. The District reserves the right to request proof of guardianship.

“Marshall Creek” or “MCCDD” – shall mean the Marshall Creek Community Development District.

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

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

“Non-Resident User Fee(s)” – shall mean the fee(s) established by the District for any person that is not a Resident and wishes to become a Non-Resident Patron. The Annual User Fees are set forth in **Exhibit A**, and those amounts are subject to change based on Board action.

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

“Policies” – shall mean these Policies and Rates of the Sweetwater Creek Community Development District, as amended from time to time. The Board of Supervisors reserves the right to amend or modify these Policies, as necessary and convenient, in their sole and absolute discretion, and will notify Patrons of any changes. Patrons may obtain the currently effective Policies from the District Manager’s Office. The Board of Supervisors and District Staff shall have full authority to enforce the Policies.

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

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

“Resident” – shall mean any person or Household owning property within the District, or any Renter who has been approved for issuance of an Amenity Card.

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

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

FACILITIES ACCESS AND USAGE

- (1) **General.** Only Patrons have the right to use the Facilities; provided, however, that certain community programming events may be available to the general public where permitted by the District, and subject to payment of any applicable fees and satisfaction of any other applicable requirements, including adherence to these Policies and execution of waivers and hold harmless agreements, if any.
- (2) **Use at your Own Risk.** *All persons using the Facilities do so at their own risk and agree to abide by the Policies. The District shall assume no responsibility and shall not be liable in any incidents, accidents, personal injury or death, or damage to or loss of property arising from the use of the Facilities or from the acts, omissions or negligence of other persons using the Facilities.*
- (3) **Resident Access and Usage.** Residents are permitted to access and use the Facilities in accordance with the policies and rules set forth herein, and are not responsible for paying the Annual Non-Resident User Fee set forth herein. In order to fund the operation, maintenance and preservation of the facilities, projects and services of the District, the District levies maintenance special assessments payable by property owners within the District, in accordance with the District's annual budget and assessment resolutions adopted each fiscal year, and may additionally levy debt service assessments payable by property owners to repay debt used to finance public improvements. Residents shall not be entitled to a refund of any maintenance special assessments or debt service special assessments due to closure of the Facilities or suspension of that Resident's access privileges. Each Household receives one Amenity Card, which may be obtained by visiting the Marshall Creek Amenity Center located at 625 Palencia Club Drive, St. Augustine, Florida.
- (4) **Non-Resident Patron Access and Usage.** A Non-Resident Patron must pay the Annual Non-Resident User Fee to have the right to use the Facilities for one full year, which year begins from the date of receipt of payment by the District. This fee must be paid in full before the Non-Resident may use the Facilities. Each subsequent Annual Non-Resident User Fee shall be paid in full on the anniversary date of application. Annual Non-Resident User Fees may be renewed no more than thirty (30) days in advance of the date of expiration and for no more than one calendar year. Multi-year memberships are not available. The Annual Non-Resident User Fee is nonrefundable and nontransferable. Non-Resident Patrons must complete any and all required access and registration forms prior to access or use of the Facilities.
- (5) **Guest Access and Usage.** Each Patron Household is entitled to bring three (3) persons as Guests to the Facilities at one time. However, no Guest is permitted to visit the Facilities as a Guest more than eight (8) times per calendar year District Staff shall be authorized to verify and enforce the authorized number of Guests. Patrons must always accompany their Guests during their Guests' use of the Facilities and are responsible for all actions, omissions and negligence of such Guests, including Guests' adherence to the Policies. Violation of these Policies by a Guest may result in suspension or termination of the Patron's access and usage privileges. *Exceeding the authorized number of Guests specified above shall be grounds for suspension or termination of a Patron Household's access and usage privileges.*
- (6) **Renter's Privileges.** Residents who rent or lease residential units in the District shall have the right to designate the Renter of a residential unit as the beneficial user of the Resident's privileges to use the Facilities, subject to requirements stated herein.

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

Renter who is designated by a Resident as the beneficial user of the Resident's rights to use the Facilities

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

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

- (7) **Amenity Cards.** One complimentary Amenity Card will be issued to each Household at the time of closing upon property within the District, or upon approval of Non-Resident Patron application and payment of applicable Annual User Fee, or upon verification and approval of Renter designation. Proof of property ownership may be required annually. All Patrons must use their Amenity Card for entrance to the Fitness Center.

All Patrons must use the Amenity Card issued to their Household for entrance to the Fitness Center. Each Household will be authorized one (1) initial Amenity Card free of charge. One (1) additional Amenity Card may be purchased at the Amenity Rates in effect, for a maximum of two (2) Amenity Cards per Household in service at a time. Replacement Amenity Cards may be purchased in accordance with the Amenity Rates then in effect.

Patrons must scan their Amenity Cards in the card reader to gain access to the Fitness Center. This Amenity Card system provides a security and safety measure for Patrons and protects the Fitness Center from non-Patron entry. Under no circumstances shall a Patron provide their Amenity Card to another person, whether Patron or non-Patron, to allow access to the Fitness Center, and under no circumstances shall a Patron intentionally leave doors, gates, or other entrance barriers open to allow entry by non-Patrons.

Amenity Cards are the property of the District and are non-transferable except in accordance with the District's Policies. All lost or stolen Cards must be reported immediately to District Staff. Fees shall apply to replace any lost or stolen Amenity Cards.

GENERAL POLICIES

- (1) **Hours of Operation.** All hours of operation of the Facilities will be established and published by the District on its website and/or posted at the applicable facility. The District may restrict access or close some or all of the Facilities due to inclement weather, for purposes of providing a community activity, for making improvements, for conducting maintenance, or for other purposes as circumstances may arise. Any programs or activities of the District may have priority over other users of the Facilities. Unless otherwise posted on the website or at the applicable facility, all outdoor Facilities are open only from dawn until dusk. The specific, current hours of operation for several of the Facilities, which may be amended from time to time and which may be subject to closure for holidays and other special circumstances, are as published on the District's website and/or as posted at the applicable facility. No Patron is allowed in the service areas of the Facilities.
- (2) **Conservation Areas; District Property.** Patrons are forbidden to build, place, or remove any landscaping or add to their property lying within any part of a District conservation area or common area. Encroachment onto District property of any type may result in a loss of facilities privileges, administrative fines, and any costs to repair or replace items destroyed or removed from District land. Such encroachment may be referred to the St. Johns County Board of Zoning, the St. Johns River Water Management District, or the Water Reclamation District for further action.
- (3) **General Usage Guidelines.** The following guidelines supplement specific provisions of the Policies and are generally applicable and shall govern the access and use of the Facilities:
 - (a) **Registration and Amenity Cards.** Each Patron must scan in an Amenity Card in order to access the Fitness Center and must have his or her assigned Amenity Card in their possession and available for inspection upon District Staff's request. Amenity Cards are only to be used by the Patron to whom they are issued. In the case of Guests, Guests must be accompanied by a Patron possessing a valid Amenity Card at all times. District staff may refuse entry if an active Amenity Card is not presented.
 - (b) **Attire.** With the exception of the pool and wet areas where bathing suits are permitted, Patrons must be properly attired with shirts and shoes to use the Facilities for each facility's intended use. Bathing suits and wet feet are not allowed indoors with the exception of the bathrooms appurtenant to the pool area.
 - (c) **Food and Drink.** Food and drink will be limited to designated areas only. No glass containers of any type are permitted at any of the Facilities. All persons using any of the Facilities must keep the area clean by properly disposing of trash or debris.
 - (d) **Parking and Vehicles.** Vehicles must be parked in designated areas. Vehicles should not be parked on grass lawns, pond banks, roadsides, or in any way which blocks the normal flow of traffic. During special events, alternative parking arrangements may be authorized but only as directed by District Staff. Off-road bikes/vehicles (including ATVs) and motorized scooters are prohibited on all property owned, maintained and operated by the District or at any of the Facilities within the District unless they are owned by the District. Bicycles, e-bicycles, and scooters must be parked at a bike rack. It is not permitted to park unsecured bicycles, e-bicycles, or scooters against doorways, hallways, etc.
 - (e) **Supervision of Minors.** The District does not offer child care or child watch services of any kind. No unattended minors are permitted in the Fitness Center (unless such minor is engaging in a permitted activity under these Policies).
 - (f) **Fireworks/Flames.** Fireworks and open flames of any kind are not permitted anywhere on District-owned property or adjacent areas.
 - (g) **Skateboards, Etc.** Bicycles, skateboards or rollerblades are not permitted on District property which includes, but is not limited to, the Fitness Center parking lot, pool area, open fields,

playground area and sidewalks surrounding these areas.

- (h) **Grills.** Personal barbeque grills are not permitted at the Facilities or on any other District-owned property.
- (i) **Weapons.** Weapons are not permitted in any of the Facilities or on any District property in each case to the extent such prohibitions are permitted under Florida law. Among other prohibitions, no weapons may be carried to any meeting of the District's Board of Supervisors.
- (j) **Equipment.** All District equipment, furniture and other tangible property must be returned in good condition after use. Patrons are encouraged to notify District Staff if such items need repair, maintenance or cleaning.
- (k) **Littering.** Patrons are responsible for cleaning up after themselves and helping to keep the Facilities clean at all times.
- (l) **Bounce Houses and Other Structures.** The installation and use of bounce houses and similar apparatus is prohibited on District property. No exceptions will be made.
- (m) **Excessive Noise.** Excessive noise that will disturb other Patrons is not permitted, including but not limited to use of cellular phones and speakers of any kind that amplify sound.
- (n) **Lost or Stolen Property.** The District is not responsible for lost or stolen items. The Facilities Manager is not permitted to hold valuables or bags for Patrons. All found items should be turned in to the Facilities Manager for storage in the lost and found. Items will be stored in the lost and found for two weeks after which District Staff shall dispose of such items in such manner as determined in its sole discretion; provided, however, that District Staff shall not be permitted to keep such items personally or to give such items to a Patron not otherwise claiming ownership.
- (o) **Trespassing / Loitering.** There is no trespassing or loitering allowed at the Facilities. Any individual violating this policy may be reported to the local authorities.
- (p) **Compliance with Laws and District Rules and Policies.** All Patrons shall abide by and comply with all applicable federal, state and local laws, rules, regulations, ordinances and policies, as well as all District rules and policies, while present at or utilizing the Facilities, and shall ensure that any minor for whom they are responsible also complies with the same. Failure to abide by any of the foregoing may be a basis for suspension or termination of the Patron's privileges to use or access the Facilities.
- (q) **Courtesy.** Patrons and all users shall treat all staff members and other Patrons and Guests with courtesy and respect. Disrespectful or abusive treatment of District Staff or District contractors may result in suspension or termination of facilities access and usage privileges. If District Staff requests that a Patron leave the Facilities due to failure to comply with these rules and policies, or due to a threat to the health, safety, or welfare of others or of District property, failure to comply may result in immediate suspension or termination of facilities access and usage privileges.
- (r) **Profanity/Obscenity.** Loud, profane, abusive, or obscene language or behavior is prohibited.
- (s) **Emergencies.** In the event of an injury or other emergency, please contact 911 and alert District Staff immediately.
- (t) **False Alarms.** Any Patron improperly attempting to enter the Facilities outside of regular operating hours or without the use of a valid Amenity Card and who thereby causes a security alert will be responsible for the full amount of any fee charged to the District in connection with such security alert and related response efforts.
- (u) **Outside Vendors/Commercial Activity.** Outside vendors and commercial activity are prohibited on District property unless they are invited by the District as part of a District event or program or as authorized by the District in connection with a rental of the Facilities. The District may, in its sole discretion, authorize exceptions to these Policies as needed to facilitate District services performed or provided by District vendors.

- (v) **Organized Activities.** Any organized activities taking place at the Fitness Center must first be approved by the District. This includes, but is not limited to, fitness instruction, special events, etc.

SMOKING, DRUGS AND ALCOHOL

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

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

SERVICE ANIMAL POLICY

Dogs or other pets (with the exception of “Service Animals” as defined by Florida law, which are trained to do work or perform tasks for an individual with a disability, including a physical, sensory, psychiatric, intellectual or other mental disability) are not permitted within any District-owned public accommodations including, but not limited to, amenity buildings (offices, social halls and fitness center), pools, various sport courts and other appurtenances or related improvements. A Service Animal must be kept under the control of its handler by leash or harness, unless doing so interferes with the Service Animal’s work or tasks or the individual’s disability prevents doing so. The District may remove the Service Animal only under the following conditions:

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

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

COMPETITION LAP POOL POLICIES

- (1) **Intended Use.** The Competition Lap Pool is primarily intended for quiet enjoyment and use by Patrons to swim laps. Loud, disruptive, or other behavior unfit for these purposes is not permitted.
- (2) **Operating Hours.** Swimming is permitted only during designated hours, as posted at the pool. Swimming after dusk is prohibited by the Florida Department of Health. No swimming is permitted during non-designated hours nor when a tarp is covering the pool.
- (3) **Lap Lanes.** All Patrons in a lap lane must swim laps. Maximum occupancy is four (4) Patrons per lane. Patrons must abide by maximum pool and deck capacities, which are posted at the Competition Lap Pool.
- (4) **Swim at Your Own Risk.** No Lifeguards will be on duty. All persons using the pool do so at their own risk. By using the pool, users acknowledge and assume all risks associated with pool use, including but not limited to risks of personal injury, death, and property damage. All persons must abide by all swimming pool rules and policies.
- (5) **Supervision of Minors.** Non-swimming children must have a parent or Legal Guardian with them and within arm's reach at all times. Persons unable to swim safely and/or without assistance must be accompanied by a parent or Legal Guardian at all times in and around the Competition Lap Pool. All children, regardless of age, using inflatable armbands (i.e., water wings) or any approved Coast Guard flotation device MUST be supervised by an adult who is in the water and within arm's length of the child. Even proficient swimmers could find themselves at risk, the District recommends Patrons and Guests not swim alone.
- (6) **Swimming Lessons.** No one is permitted to conduct swimming lessons in the Competition Lap Pool at any time. As of the most recent date of adoption, the Board of Supervisors has adopted a policy prohibiting all swim lessons in the Competition Lap Pool., except for District-approved instructors pursuant to a written agreement with the District.
- (7) **Swim Team Usage.** The Competition Lap Pool may be utilized by certain swim teams at certain times. The Facilities Manager has discretion to determine the number of lanes to be used at the Competition Lap Pool when a swim team is utilizing the Competition Lap Pool.
- (8) **Aquatic Toys and Recreational Equipment.** No flotation devices are allowed in the pool except for water wings and swim rings used by small children, under the direct supervision of an adult as specified in Section (3) immediately above. Inflatable rafts, balls, pool floats and other toys and equipment are prohibited, unless approved in writing by the Facilities Manager.
- (9) **Prevention of Disease.** All swimmers must shower before initially entering the pool. Persons with open cuts, wounds, sores or blisters, nasal or ear discharge may not use the pool. No person should use the pool with or suspected of having a communicable disease which could be transmitted through the use of the pool.
- (10) **Attire.** Appropriate swimming attire (swimsuits) must be worn at all times. For safety reasons, all Patrons must dry off completely before entering the indoor areas of the Fitness Center.
- (11) **Horseplay.** No jumping, pushing, running, wrestling, excessive splashing, sitting or standing on shoulders, spitting water, or other horseplay is allowed in the pool or on the pool deck area.
- (12) **Diving.** Diving is strictly prohibited at the pool. Back dives, back flips, back jumps, cannonball splashing or other dangerous actions are prohibited.
- (13) **Weather.** The pool and pool area will be closed during electrical storms or when rain makes it difficult to see any part of the pool or pool bottom clearly. The pool will be closed at the first sound of thunder or sighting of lightning and will remain closed for thirty (30) minutes after the last sighting. Everyone must leave the pool deck immediately upon hearing thunder or sighting lightning.

- (14) **Pool Furniture; Reservation of Tables or Chairs.** Tables and chairs may not be removed from the pool deck. Tables or chairs on the deck area may not be reserved by placing towels or personal belongings on them except temporarily to allow the Patron using them to enter the pool or use the restroom facilities.
- (15) **Entrances.** Pool entrances must be kept clear at all times.
- (16) **Pollution.** No one shall pollute the pool. Anyone who pollutes the pool, whether intentionally or through negligence, shall be liable for and shall reimburse the District for all costs incurred in treating, cleaning, and reopening the pool, including but not limited to chemical costs, labor costs, and any fees or penalties imposed by regulatory authorities.
- (17) **Swim Diapers.** Children under the age of three (3) years, and anyone who is not reliably toilet trained, must wear rubber lined or approved swim diapers, as well as a swimsuit over the swim diaper, to reduce the health risks associated with human waste contaminating the swimming pool and deck area. If contamination occurs, the pool will be treated in accordance with applicable health department regulations and closed for the period required by such regulations, which shall be a minimum of twelve (12) hours. Persons not abiding by this policy shall be responsible for and shall reimburse the District for all costs incurred in treating and reopening the pool, and may be subject to suspension of privileges.
- (18) **Staff Only.** Only authorized staff members and contractors are allowed in the service and chemical storage areas. Only authorized staff members and contractors may operate pool equipment or use pool chemicals.
- (19) **Pool Closure.** In addition to St. Johns County and the State of Florida health code standards for pools and pool facilities, and as noted above, the pool may be closed for the following reasons:
- During severe weather conditions (heavy rain, lightning and thunder) and warnings, especially when visibility to the pool bottom is compromised (deck also closed).
 - For thirty (30) minutes following the last occurrence of thunder or lightning (deck also closed).
 - Operational and mechanical treatments or difficulties affecting pool water quality.
 - For a reasonable period following any mishap that resulted in contamination of pool water.
 - Any other reason deemed to be in the best interests of the District as determined by District staff.
- (20) **Containers; Food and Beverages.** No glass, breakable items, or alcoholic beverages are permitted in the pool area. No food or chewing gum is allowed in the pool. Food delivery from outside food vendors is prohibited within the pool and deck areas.
- (21) **No Private Rentals.** The pool area is not available for rental for private events. All pool rules and limitations on authorized numbers of Guests remain in full effect at all times.
- (22) **Programming.** District Staff reserves the right to authorize or deny all programs and activities, including with regard to the number of guest participants, equipment, supplies, usage, etc., conducted at the pool, including swim lessons, aquatic/recreational programs and pool parties. Any organized activities taking place at the Fitness Center must first be approved by the District. Unauthorized organized activities may result in immediate termination of the activity and suspension of privileges.

PLAYGROUND POLICIES

- (1) **Use at Own Risk.** Patrons may use the playgrounds and parks at their own risk and must comply with all posted signage.
- (2) **Hours of Operation.** Unless otherwise posted, all playground and park hours are from dawn to dusk.
- (3) **Supervision of Children.** Supervision by an adult eighteen (18) years and older is required for children eight (8) years of age or under. Children must always remain within the line of sight of the supervising adult. All children are expected to play cooperatively with other children.
- (4) **Shoes.** Proper footwear is required and no loose clothing, especially with strings, should be worn.
- (5) **Mulch.** The mulch material is necessary for reducing fall impact and for good drainage. It is not to be picked up, thrown, or kicked for any reason.
- (6) **Food & Drink.** No food, drinks or gum are permitted on the play structures, other than such water in non-breakable containers as may be necessary for reasonable hydration, but are permitted at the parks. Patrons and Guests are responsible for clean-up of any food or drinks brought by them to the parks.
- (7) **Glass.** No glass containers or objects are permitted. Patrons should notify District Staff if broken glass is observed at the playground or parks.
- (8) **Animals.** No animals, besides service animals as defined in these Policies, are permitted at the playground.
- (9) **Play Behavior.** No jumping off from any climbing bar or platform. Profanity, rough-housing, and disruptive behavior are prohibited.
- (10) **Notify District.** If anything is wrong with the equipment or someone gets hurt, notify District staff immediately.

LAKEs AND PONDs POLICIES

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

- (1) Users of District Lakes shall not engage in any conduct or omission that violates any ordinance, resolution, law, permit requirement or regulation of any governmental entity relating to the District Lakes.
- (2) Wading and swimming in District Lakes are prohibited. The District shall not be liable for any injuries, damages, or losses resulting from violations of this prohibition.
- (3) Boating (motorized and non-motorized), paddleboarding, and other recreational water activities are prohibited in District Lakes.
- (4) Patrons may fish from the banks of District Lakes at their own risk, and only from common areas (not on residential property). However, the District has a "catch and release" policy for all fish caught in these waters. All fishing activities must comply with applicable state and local fishing regulations and licensing requirements.
- (5) Pets are not allowed in the District Lakes.
- (6) Owners of property lying contiguous to the District Lakes shall take such actions as may be necessary to remove underbrush, weeds or unsightly growth from the Owner's property that detract from the overall beauty, setting and safety of the property.
- (7) No docks or other structures, whether permanent or temporary, shall be constructed and placed in or around the District Lakes or other District stormwater management facilities.
- (8) No pipes, pumps or other devices used for irrigation or the withdrawal of water shall be placed in or around the District Lakes, except by the District.
- (9) No foreign materials may be disposed of in the District Lakes, including, but not limited to: tree branches, paint, cement, oils, soap suds, building materials, chemicals, fertilizers, or any other material that is not naturally occurring or which may be detrimental to the Lake environment.
- (10) Easements through residential backyards along the community's stormwater management system are for maintenance purposes only and are not general grants for access for fishing or any other recreational purpose. Access to residents' backyards via these maintenance easements is prohibited except for authorized District maintenance personnel. Unless individual property owners explicitly grant permission for others to access their backyards, entering their private property constitutes trespassing and violators may be subject to criminal prosecution and/or civil liability. Violators may also face suspension or revocation of privileges.
- (11) Beware of wildlife - water moccasins and other snakes, alligators, snapping turtles, birds and other wildlife which may pose a threat to your safety are commonly found in stormwater management facilities in Florida. Patrons assume all risks associated with wildlife encounters. Wildlife may neither be removed from nor released into the District Lakes; notwithstanding the foregoing, nuisance alligators posing a threat to the health, safety and welfare may be removed by a properly permitted and licensed nuisance alligator trapper, in accordance with all applicable state and local laws, rules, ordinances and policies including but not limited to rules promulgated by the Florida Fish and Wildlife Conservation Commission ("FWC"). Anyone concerned about an alligator is encouraged to call FWC's toll-free Nuisance Alligator Hotline at 866-FWC-GATOR (866-392-4286). The District shall not be liable for any injuries, damages, or losses resulting from wildlife encounters.
- (12) Any hazardous condition concerning the District Lakes must immediately be reported to the District Manager and/or Facilities Manager, and the proper authorities.

DOG PARK POLICIES

- (1) **Use at Your Own Risk.** Patrons shall use the dog parks at their own risk and must comply with all posted signage. Patrons are responsible for the behavior of their dogs at all times. If any dog shows aggressive behavior, the owner must immediately remove the dog from the dog parks. Dogs displaying aggressive behavior, including but not limited to growling, biting, excessive barking, or fighting, must be removed immediately. The District reserves the right to ban dogs that demonstrate aggressive behavior from future use of the dog parks. The District is not responsible for injuries to visiting dogs, their owners, or others using the dog parks. The dog parks are exclusively for the use and enjoyment of Patrons' dogs and should not be used for other activities. Users are strongly encouraged to maintain appropriate liability coverage.
- (2) **Hours of Operation.** Unless otherwise posted, the dog park may be used from dawn to dusk.
- (3) **Supervision.** Patrons must be capable of exerting physical control over their dog or dogs. Dogs must be off leash when inside the park. Dogs should be under voice control and continuously supervised with a leash readily available if necessary. Dogs must be leashed while entering or exiting the dog parks. No more than three (3) dogs are permitted per handler.
- (4) **Reservations not Permitted.** The dog parks are available to all Patrons on a first-come, first-served basis and cannot be reserved for exclusive use.
- (5) **Attire.** Proper footwear and clothing should be worn while inside dog parks.
- (6) **Food and Toys Prohibited.** Any type of food, including dog food and treats, is prohibited at the dog parks. Dog toys and bones are not permitted inside the dog parks.
- (7) **Vaccinations.** Dogs must wear county-issued tags for vaccinations, including, but not limited to, rabies vaccination as required by law in Florida. The District reserves the right to request proof of current vaccinations.
- (8) **Prohibited.** Dogs in heat, dogs with aggressive behavior, and dogs under four (4) months of age are not permitted in the dog parks.
- (9) **Clean Up.** Patrons are responsible for removing or cleaning up any trash and must immediately dispose of dog waste and fill any holes dug by their dog(s).

PICKLEBALL COURT AND BOCCE BALL COURT POLICIES

All Patrons and Guests using the pickleball courts and bocce ball courts are expected to conduct themselves in a responsible, courteous and safe manner in compliance with all policies and rules governing the Facilities. Disregard or violation of the District's Policies or misuse or destruction of pickleball or bocce ball equipment may result in the suspension or termination of privileges. Guests may use the pickleball or bocce ball courts only if accompanied by a Patron.

- (1) **Play at your Own Risk.** Play at Your Own Risk. The pickleball and bocce ball courts are not supervised during operating hours. Users of the pickleball and bocce ball courts acknowledge they should consult with a physician before beginning any exercise program and expressly assume all risks associated with use of the courts and related exercise activities.
- (2) **Reservations Required.** Courts are available for use by Patrons and Guests by reservation only. A valid reservation must be made through the Patron's account using the reservation system approved by District staff. Patrons with valid reservations will be afforded priority over Patrons without valid reservations.
- (3) **Attire.** All players shall be dressed in appropriate attire when using the pickleball courts and bocce ball courts, which includes: shirts, tennis shoes, shorts or warm up suits. These items must be worn at all times. Hard and/or black soled shoes are restricted from the pickleball courts.
- (4) **Use.** Pickleball courts are for pickleball only. Bocce ball courts are for bocce ball only.
- (5) **Supervision of Minors.** Minors under fourteen (14) years of age utilizing the pickleball or bocce ball courts must be accompanied by a parent or Legal Guardian who is at least eighteen (18) years of age.
- (6) **Pets.** Pets, with the exception of service animals, as defined in these Policies, are not permitted on the pickleball or bocce ball courts at any time.
- (7) **Food and Drinks.** Food and gum are not permitted on the pickleball courts nor the bocce ball courts. Drinks must be in a non-breakable spill-proof container.
- (8) **Glass Containers.** No glass containers or breakable objects of any kind are permitted on the pickleball or bocce ball courts.
- (9) **Operating Hours.** The pickleball courts are open from 7 a.m. to 9 p.m. The bocce ball courts are open from dawn to dusk only, or as otherwise posted at the respective courts. No one is permitted on the courts at any other time unless a specific event is pre-approved and scheduled.
- (10) **Skateboards, Etc.** No bicycles, scooters, roller skates, roller blades or skateboards, electric bikes, electric scooters or similar uses are permitted on the pickleball or bocce ball courts.
- (11) **Furniture.** No furniture, other than benches already provided, will be allowed on the playing surfaces.
- (12) **Equipment.** Patrons and Guests using the pickleball courts and bocce ball courts must supply their own equipment (racquets, balls, etc.)
- (13) **Pickleball Instruction.** Except as expressly authorized by the District, pickleball instruction for fees, or solicitation of pickleball instruction for fees, is prohibited.
- (14) **Noise.** The volume of live or recorded music must not violate applicable St. Johns County noise ordinances, or unreasonably interfere with residents' enjoyment of their homes.

GYM POLICIES

- (1) **Exercise at Your Own Risk.** The gym is not supervised during operating hours. All Patrons and Guests are strongly advised to consult their physician before beginning an exercise program. Patrons and Guests should consult fitness staff for questions about equipment use, though such consultation does not guarantee safety or proper use. All Patrons and Guests should consult District staff for any questions or concerns about the equipment.
- (2) **Amenity Card Required.** All gym users must register at the front desk of the Fitness Center and present their Amenity Card to be granted access to the gym.
- (3) **Usage Restrictions.** Patrons and Guests using the gym aged fourteen (14) and fifteen (15) years of age must be accompanied by and under the direct supervision of their parent or Legal Guardian, who must be at least eighteen (18) years of age. Underage children cannot be left unattended in the Fitness Center lobby, locker rooms, pool area, etc. while the parent or Legal Guardian uses the gym facilities. No children under the age of fourteen (14) are permitted to use the gym, except that children aged thirteen (13) may use the gym under the following conditions:
 - (a) The child must be accompanied by a parent or Legal Guardian who is at least eighteen (18) years old;
 - (b) The child must be involved in an organized sport activity where fitness training is integral to the sport activity, as validated by their coach in writing;
 - (c) The coach and child's licensed physician must provide a written training program and written attestation that the child has the mental and physical ability to safely participate in the training program; and
 - (d) All documentation required herein must be provided to a fitness trainer employed by the CDD or its management company for approval.
- (4) **Attire.** Appropriate attire including shorts, shirts, and closed toed athletic footwear must be worn at all times in the fitness center.
- (5) **Courtesy.** If a Patron or Guest is waiting, cardiovascular equipment utilization is limited to thirty (30) minutes. If a Patron or Guest is waiting for the weight equipment, individuals should allow others to "work in" between sets. All equipment must be wiped down after use with the wipes and/or spray provided. Headphones must be used with all electronic devices. Tripods and other bulky equipment used for filming or photography are not permitted absent prior written consent from the Facilities Manager. Patrons and Guests may not film others on Fitness Center property without their consent. Loud, profane, or abusive language is prohibited.
- (6) **Food and Drink.** No food or chewing gum is permitted in the fitness center. Water or other sport drinks must be contained in non-breakable spill-proof containers.
- (7) **Noise.** Personal music devices are permitted if used with headphones and played at a volume that does not disturb others. Cell phones should be silenced and not used while in the fitness center.
- (8) **Equipment.** Weights or other fitness equipment may not be removed from the fitness center. Please replace weights to their proper location after use. Free weights are not to be dropped and should be placed only on the floor or on equipment made specifically for storage of the weights. Gym users are responsible for wiping off their equipment after each use.
- (9) **Hand Chalk.** Hand chalk is not permitted.
- (10) **Personal Training.** Except as expressly authorized by the District, the provision of personal training services for fees, or solicitation of personal training services for fees, is prohibited. The District offers a personal training program for Patrons seeking more individualized attention and guidance. Information on trainers, packages, and fees is available in the newsletter and posted in the facility. All instructors must be approved District employees or contractors.

- (11) **Maintenance Items.** All concerns, equipment malfunctions, and maintenance needs should be reported to the staff.

WIRELESS INTERNET ACCESS POLICIES

The Facilities feature wireless internet access that Patrons and Guests may use free of charge, subject to the following usage guidelines:

- (1) District assumes no responsibility for any damages, direct or indirect, that may occur from the use of its electronic resources. Further, the District assumes no responsibility for accuracy, authority, objectivity, currency, or content of any Internet resource. Computer users peruse the Internet at their own risk, realizing the potential for accessing offensive, inaccurate or illegal information.
- (2) Use of the District's wireless internet access for purposes contrary to state or federal laws or in a manner that violates this policy will not be allowed and may result in the loss of privileges. Such violations may include, but are not limited to:
 - Intentionally displaying, sending, or receiving inappropriate materials in either text or graphic format that may be reasonably construed as obscene, child pornography, or harmful to minors.
 - Propagating malicious software.
 - Unauthorized copying of copyrighted material.
 - Attempting to access unauthorized files or systems.
- (3) Parents/Legal Guardians are responsible for deciding which Internet resources are appropriate for their own children under age 18. Restriction of a child's access to the Internet is the responsibility of the parent/Legal Guardian.

SUSPENSION AND TERMINATION OF PRIVILEGES

1. Introduction. This rule addresses disciplinary and enforcement matters relating to the use of the Facilities, the Lakes and Ponds, and any other properties owned and managed by the District (together, for purposes of this rule, “Facilities”).

2. General Rule. All persons using the Facilities and entering District properties are responsible for compliance with the Policies established for the safe operations of the District’s Facilities.

3. Amenity Cards. Amenity Cards are the property of the District. The District may request surrender of, or may deactivate, an Amenity Card for violation of the District’s Policies established for the safe operations of the District’s Facilities.

4. Suspension and Termination of Rights. The District, through its Board of Supervisors (“Board”) and District Manager shall have the right to restrict or suspend, and after a hearing as set forth herein, terminate the Facilities access of any Patron and members of their Household or Guests to use all or a portion of the Facilities for any of the following acts (each, a “Violation”):

- a. Submitting false information on any application for use of the Facilities, including but not limited to facility rental applications;
- b. Failing to abide by the terms of rental applications;
- c. Permitting the unauthorized use of a Patron Amenity Card or otherwise facilitating or allowing unauthorized use of the Facilities;
- d. Exhibiting inappropriate behavior or repeatedly wearing inappropriate attire;
- e. Failing to pay amounts owed to the District in a proper and timely manner (with the exception of special assessments);
- f. Failing to abide by any District rules or policies (e.g., Policies);
- g. Treating District Staff, contractors, representatives, residents, Patrons or Guests, in a harassing or abusive manner;
- h. Damaging, destroying, rendering inoperable or interfering with the operation of District property, Amenities or other property located on District property;
- i. Failing to reimburse the District for Amenities or property damaged by such person, or a minor for whom the person has charge, or a Guest;
- j. Engaging in conduct that is likely to endanger the health, safety, or welfare of the District, District Staff, contractors, representatives, landowners, Patrons or Guests;
- k. Committing or being alleged, in good faith, to have committed a crime on District property that leads the District to reasonably believe the health, safety or welfare of the District, District Staff, contractors, representatives, landowners, Patrons or Guests is likely endangered;
- l. Engaging in another Violation after a verbal warning has been given by staff (which verbal warning is not required); or
- m. Such person’s Guest or a member of their Household committing any of the above

Violations.

Permanent termination of access to the District's Facilities shall only be considered and implemented by the Board in situations that pose a long term or continuing threat to the health, safety and/or welfare of the District, District Staff, contractors, representatives, landowners, Patrons or Guests. The Board, in its sole discretion and upon motion of any Board member, may vote to rescind a termination of access to the Facilities.

5. Suspension Procedures.

- a. ***Immediate Suspension.*** The District Manager or his or her designee has the ability to immediately remove any person from one or all Amenities or issue a suspension for up to sixty (60) days for the Violations described above, or when such action is reasonably necessary, in the District Manager's sole discretion, to protect the health, safety and welfare of other Patrons and their Guests, or to protect the District's Amenities or property from damage or risk of damage. If, based on the nature of the offense, staff recommends a suspension longer than sixty (60) days, such suspension shall be considered at the next Board meeting. Crimes committed or allegedly committed on District property shall automatically result in an immediate suspension until the next Board meeting.
- b. ***Notice of Suspension.*** The District Manager or his or her designee shall mail a letter to the person suspended referencing the conduct at issue, the sections of the District's rules and policies violated, the time, date, and location of the next regular Board meeting where the person's suspension will be presented to the Board, and a statement that the person has a right to appear before the Board and offer testimony and evidence why the suspension should be lifted. If the person is a minor, the letter shall be sent to the adults at the address within the community where the minor resides.

6. **Administrative Reimbursement.** The Board may in its discretion require payment of an administrative reimbursement not to exceed Five Hundred Dollars (\$500) to offset the actual documented legal and/or administrative expenses incurred by the District as a result of a Violation ("Administrative Reimbursement"). Such Administrative Reimbursement shall be in addition to any suspension or termination of Amenity access, any applicable legal action warranted by the circumstances, and/or any Property Damage Reimbursement (defined below).

7. **Property Damage Reimbursement.** If damage to District property or Amenities occurred in connection with a Violation, the person or persons who caused the damage, or the person whose Guest caused the damage, or the person who has charge of a minor that caused the damage, shall reimburse the District for the costs of cleaning, repairing, and/or replacing the property ("Property Damage Reimbursement"). Such Property Damage Reimbursement shall be in addition to any suspension or termination of Amenity access, any applicable legal action warranted by the circumstances, and/or any Administrative Reimbursement.

8. **Initial Hearing by the Board; Administrative Reimbursement; Property Damage Reimbursement.**

- a. If a person's Facilities privileges are suspended, as referenced in Section 5, such person shall be entitled to a hearing at the next regularly scheduled Board meeting that is at least eight (8) days after the initial suspension, as evidenced by the date of notice sent by certified electronic or other mail service or as soon thereafter as a

Board meeting is held if the meeting referenced in the letter is canceled, during which both District staff and the person subject to the suspension shall be given the opportunity to appear, present testimony and evidence, cross examine witnesses present, and make arguments. The Board may also ask questions of District Staff, the person subject to the suspension, and witnesses present. All persons are entitled to be represented by a licensed Florida attorney at such hearing if they so choose. Any written materials should be submitted at least seven (7) days before the hearing for consideration by the Board. If the date of the suspension is less than eight (8) days before a Board meeting, the hearing may be scheduled for the following Board meeting at the discretion of the person subject to the suspension.

- b. The person subject to the suspension may request an extension of the hearing date to a future Board meeting, which shall be granted upon a showing of good cause, but such extension shall not stay the suspension.
- c. After the presentations by District Staff, witnesses and the person subject to the suspension, the Board shall consider the facts and circumstances and determine whether to lift or extend the suspension or impose a termination. In determining the length of any suspension, or a termination, the Board shall consider the nature of the conduct, the circumstances of the conduct, the number of rules or policies violated, the person's escalation or de-escalation of the situation, and any prior Violations and/or suspensions.
- d. The Board shall also determine whether an Administrative Reimbursement is warranted and, if so, set the amount of such Administrative Reimbursement.
- e. The Board shall also determine whether a Property Damage Reimbursement is warranted and, if so, set the amount of such Property Damage Reimbursement. If the cost to clean, repair and/or replace the property is not yet available, the Property Damage Reimbursement shall be fixed at the next regularly scheduled Board meeting after the cost to clean, repair, and/or replace the property is known.
- f. After the conclusion of the hearing, the District Manager or his/her designee shall mail a letter to the person suspended identifying the Board's determination at such hearing.

9. Suspension by the Board. The Board on its own initiative acting at a noticed public meeting may elect to consider a suspension of a person's access for committing any of the Violations outlined in Section 4. In such circumstances, a letter shall be sent to the person suspended which contains all the information required by Section 5, and the hearing shall be conducted in accordance with Section 8.

10. Automatic Extension of Suspension for Non-Payment. Unless there is an affirmative vote of the Board otherwise, no suspension or termination will be lifted or expire, and no new Amenity Cards will be issued or activated, until all Administrative Reimbursements and Property Damage Reimbursements, including any accrued interest at the maximum rate permitted by law, have been paid in full to the District. If an Administrative Reimbursement or Property Damage Reimbursement is not paid by its due date, the District reserves the right to request surrender of, or deactivate, all Amenity Cards associated with an address within the District until such time as the outstanding amounts are paid.

11. Appeal of Board Suspension. After the hearing held by the Board required by Section 8, a person subject to a suspension or termination may appeal the suspension or termination, or the

assessment or amount of an Administrative Reimbursement or Property Damage Reimbursement, to the Board by filing a written request for an appeal ("Appeal Request"). The filing of an Appeal Request shall not result in the stay of the suspension or termination. The Appeal Request shall be filed within thirty (30) calendar days after mailing the notice of the Board's determination as required by Section 8(f), above. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt by the District. Failure to file an Appeal Request shall constitute a waiver of all rights to protest the District's suspension or termination and shall constitute a failure to exhaust administrative remedies. The District shall consider the appeal at a Board meeting and shall provide reasonable notice to the appellant of the Board meeting where the appeal will be considered. At the appeal stage, no new evidence shall be offered or considered. Instead, the appeal is an opportunity for the person subject to the suspension or termination to argue, based on the evidence elicited at the hearing, why the suspension or termination should be reduced or vacated. The Board may take any action deemed by it in its sole discretion to be appropriate under the circumstances, including affirming, overturning, or otherwise modifying the suspension or termination. The Board's decision on appeal shall be final.

12. Legal Action; Criminal Prosecution; Trespass. If any person is found to have committed a Violation, such person may additionally be subject to arrest for trespassing or other applicable legal action, civil or criminal in nature. If a person subject to suspension or termination is found at the Facilities, such person will be subject to arrest for trespassing. If a trespass warrant is issued to a person by a law enforcement agency, the District has no obligation to seek a withdrawal or termination of the trespass warrant even though the issuance of the trespass warrant may effectively prevent a person from using the District's Amenities after expiration of a suspension imposed by the District.

13. Severability. If any section, paragraph, clause or provision of this rule shall be held to be invalid or ineffective for any reason, the remainder of this rule shall continue in full force and effect, it being expressly hereby found and declared that the remainder of this rule would have been adopted despite the invalidity or ineffectiveness of such section, paragraph, clause or provision.

USE AT OWN RISK; INDEMNIFICATION

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

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

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

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

SOVEREIGN IMMUNITY

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

SEVERABILITY

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

AMENDMENTS AND WAIVERS

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

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A: Adopted District Rates
Exhibit B: Facilities Access Registration Form
Exhibit C: Non-Resident User Agreement
Exhibit D: Address/Identification Confidentiality Request From Public Records Disclosure
Exhibit E: Map of the District

EXHIBIT A

DISTRICT RATES

The below Rates were adopted on February 5, 2026, and September 3, 2026, by the Board of Supervisors for the Sweetwater Creek Community Development District, at duly noticed public hearings and meetings.

TYPE	ADOPTED RATE RANGE	CURRENT RATE
Annual Non-Resident User Fee (only Sweetwater Creek CDD Facilities)	\$0 to \$6,000 per non-resident user	\$2,500 per non-resident user
Additional/Replacement Amenity Card	N/A	\$30.00
Facility Usage Fee (personal training, individual or small group lessons, etc., at the discretion of the District)*	\$5-10 per person / per lesson	

**Fee exemption: Organizations and individuals with separate arrangements with the District as previously authorized in writing under a valid license agreement.*

EXHIBIT B

SWEETWATER CREEK COMMUNITY DEVELOPMENT DISTRICT FACILITIES ACCESS REGISTRATION FORM

NAME: _____

ADDRESS: _____

HOME TELEPHONE: _____

CELL PHONE: _____

EMAIL ADDRESS: _____

ADDITIONAL RESIDENT 1: _____

DOB (REQUIRED IF UNDER 18) _____

ADDITIONAL RESIDENT 2: _____

DOB IF UNDER 18 _____

ADDITIONAL RESIDENT 3: _____

DOB IF UNDER 18 _____

ADDITIONAL RESIDENT 4: _____

DOB IF UNDER 18 _____

ADDITIONAL RESIDENT 5: _____

DOB IF UNDER 18 _____

ACCEPTANCE:

I acknowledge receipt of the Amenity Card(s) for the above listed residents and that the above information is true and correct. I understand that I have willingly provided all the information requested above and that it may be used by the Sweetwater Creek Community Development District ("District") for various purposes including but not limited to facility management, emergency contact, and enforcement of District policies. **I also understand that by providing this information that it may be accessed under public records laws.** I also understand that I am financially responsible for any damages caused by me, my family members or my guests and the damages resulting from the loss or theft of my or my family members' Amenity Card (s). It is understood that Amenity Cards are the property of the District and are non-transferable except in accordance with the District's rules, policies and/or regulations, and any necessary replacement will be at an applicable Replacement Amenity Card fee. In consideration for the admittance of the above listed persons and their guests into the facilities owned and operated by the District, I agree to hold harmless and release the District, its supervisors, agents, officers, professional staff and employees from any and all liability for any injuries that might occur, except those caused by the gross negligence or willful misconduct of the District or its employees, whether such occurrence happens wholly or in part by me or my family members' or guests' fault, in conjunction with the use of any of the District's Facilities (as defined in the District's Policies & Rates), as well as while on the District's property. Nothing herein shall be considered as a waiver of the District's sovereign immunity or limits of liability beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes, or other statute.

Signature of Patron (Parent or Legal Guardian if Minor)

Date

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

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

Signature of Patron

State of Florida

County of _____

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

(NOTARY SEAL)

Official Notary Public Signature _____

RECEIPT OF DISTRICT'S POLICIES AND RATES:

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

Signature of Patron
(Parent or Legal Guardian if minor)

Date

GUEST POLICY:

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

PLEASE RETURN THIS FORM TO:

Sweetwater Creek Community Development District
Fitness Center
Attn: Erin Gunia, General Manager
Email: egunia@vestapropertyservices.com

OFFICE USE ONLY:

Date Received

Date Entered in System

Staff Member Signature

PRIMARY RESIDENT:

Amenity Card #

ADDITIONAL INFORMATION:

Phase ____ - ____ Phase ____ - ____ Phase ____ - ____

New Construction: ____ Re-Sale: ____ Prior Owner: ____

Rental: ____ Landlord/Owner: ____

Lease Term: ____ Tenant/Renter: ____

EXHIBIT C

NON-RESIDENT USER AGREEMENT

THIS AGREEMENT made and executed this ____ day of _____, 202__, by and between the Sweetwater Creek Community Development District (“District”), and _____ whose address is _____ (“User”). The District is the owner of the real property and facilities comprised of pools and other recreational facilities within the District located in St. Johns County, Florida (“Facilities”). User is a non-resident member of the public desiring to utilize the Facilities. A non-resident is a person or family who does not own property within the District. The District will permit User to utilize the Facilities subject to the terms and conditions contained in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. User shall pay a one-time non-refundable annual fee (“Membership Fee”) to utilize the Facilities for 12 months. (Please Initial Membership Type).
_____ \$1,500 per User household

The 12-month period shall commence as of the date of this Agreement and terminate on that same date the following year.

2. The right to use the Facilities provided through this Agreement is personal to the person paying the Membership Fee and family members residing in his/her Household (as defined in the District’s Policies) and is not transferable, alienable, devisable, or inheritable. This Agreement shall be binding upon and shall inure to the benefit of the District and its respective legal representatives and successors. Nothing herein shall inure to the benefit of any third-party that is not a party to this Agreement.
3. User agrees that use of Facilities by User, User’s family members residing in his/her Household, and User’s guest shall be subject to all rules, policies and procedures of the District as may be amended from time to time and by signature on this form, hereby agrees he/she has received a copy of such policies or was given the opportunity to receive a copy and will abide fully by the same. Failure by User, family members residing in his/her Household, or User’s Guests to abide by all rules, policies and procedures of the District may result in forfeiture of the right to utilize the Facilities. In such event, no portion of the Membership Fee shall be refunded.
4. User(s) agrees and acknowledges that the information provided herein is true and correct. It is understood that Amenity Cards are the property of the District and are non-transferable, in accordance with the District’s rules, policies and/or regulations. In consideration for the admittance of the herein listed persons, along with each of their Guests, to utilize District property and District facilities, including without limitation (please note that capitalized terms have the same meanings as those terms appear in the District’s Policies): the Competition Swimming Pool and pool deck, Fitness Center (including the gym), dog parks, playground, parks, pickleball courts, bocce ball courts, and all other real property owned and operated by the District (together, the Facilities), the undersigned on behalf of himself and/or herself and each of their minor children, heirs and successors, hereby agrees to hold harmless and release the District, its supervisors, officers, professional staff, amenity contractor, agents and employees, from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries, death, property damage or of any nature, arising out of, or in connection with use of the Facilities, including litigation or any appellate proceedings with respect thereto, except to the extent caused by the gross negligence of the District. Furthermore, User(s) understands that the District and its supervisors, officers, professional staff, amenity contractor, agents and employees assume no responsibility for injuries or illness that Patron(s), or his or her minor children, may sustain as a result of individual physical condition or resulting from such person(s) participation in any activities, sports, use of pool, use of playground, use of dog park, or other activities on District owned property. User(s) expressly acknowledges on behalf of him/herself and his or her minor children, heirs and successors that he/she assumes the risk for any and all injuries and illness that may result from participation in these activities. User(s) hereby releases and discharges the District and its supervisors, officers, professional staff, amenity contractor, agents and employees as a result of User(s), or his or her minor children’s, participation in these activities. User(s) further understands that the District is not responsible for personal property lost or stolen while at the Facilities. Nothing herein shall be construed as a waiver of the District’s sovereign immunity or limits of liability beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes or other statute.

5. All documents of any kind provided in connection with this Agreement are public records and are treated as such in accordance with the District's Rules of Procedure and Florida law.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

USER

**SWEETWATER CREEK COMMUNITY
DEVELOPMENT DISTRICT**

By: _____

By: _____

Payment Type: ☐ Cash ☐ Check # _____ ☐ Credit Date Paid: _____

Amount of Payment: \$ _____ Amenities Expiration Date: _____

E-mail added to _____ .com:

HOUSEHOLD MEMBERS (Must Reside in Same House)

Name (Last, First)	Cell Phone	Email Address
Name(s) of Children	Age	Birthdate

NOTE TO STAFF: This form may contain confidential information. Please do not disclose its contents without first consulting the District Manager.

PRIVACY NOTICE: Under Florida's Public Records Law, Chapter 119, Florida Statutes, the information you submit on this form may become part of a public record. This means that, if a citizen makes a public records request, we may be required to disclose the information you submit to us. Under certain circumstances, we may only be required to disclose part of the information submitted to us. If you believe that your records may qualify for an exemption under Chapter 119, Florida Statutes, please notify the District Manager and complete the Address/Identification Confidentiality Request from Public Records Disclosure Form.

PRIMARY USER INFORMATION (family members to be added to reverse side)

Last Name _____ First Name _____

Address _____
Street Address *Apartment/Unit #*

EMERGENCY NOTIFICATION INFORMATION

Home Phone
Number _____

Cell Phone Number _____ Name _____

Cell Phone Number _____ Name _____

Email Address(es) _____

Please select all that apply:

☐ I would like to receive e-mails on District programs and events. (Do not check this option if you want the information in this section to be used only for emergency purposes.)

☐ I would like to receive text messages on District programs and events. (Do not check this option if you want the information in this section to be used only for emergency purposes.)

☐ Only contact me in case of emergency.

PRIVACY NOTICE: If you indicate that we should only use the Optional/Emergency Notification Information in case of emergency, then, pursuant to Section 119.071, Florida Statutes the Optional/Emergency Notification Information (which consists of the information in this section) may be exempt from disclosures we make as the result of a public records request.

SPECIAL NEEDS

Does anyone in your family have special needs you would like us to be aware of? ☐ YES ☐ NO

If you answered yes, please provide specific information below in the blank space: _____

EXHIBIT D

ADDRESS/IDENTIFICATION CONFIDENTIALITY REQUEST FROM PUBLIC RECORDS DISCLOSURE

Florida law allows certain persons to request that a governmental entity not publicly disclose his/her specific identifying information and/or address in any of the entity's governmental records. If eligible under Florida law, submit this completed form to District. Note that this form is not intended to be an exhaustive list of exemptions, and other exemptions may apply. It is your responsibility to ensure that you are eligible under Florida law for the exemption claimed, and the District reserves the right to pursue any available legal remedies in the event that no exemption exists and the District is harmed as a result.

I hereby request the exemption (check applicable exemption category) for the person named below:

- | | |
|---|--|
| <ul style="list-style-type: none">☐ Code Enforcement Officer*☐ Dept. of Children and Family Services personnel with investigative duties involving abuse, neglect, exploitation, fraud, theft, or other criminal activities.*☐ Dept. of Health personnel whose duties are to support the investigation of child abuse or neglect.*☐ Dept. of Revenue personnel or local government personnel with duties relating to revenue collection and enforcement or child support enforcement.*☐ Dept. of Business and Professional Regulation investigator or inspector (By signature below, it is certified that the person made "reasonable efforts to protect information from being accessible through other means available to the public.")*☐ Firefighter certified in compliance with s. 633.408, F.S.☐ Guardian ad litem (By signature below, it is certified that the person made "reasonable efforts to protect such information from being accessible through other means available to the public.")*☐ Human resource, labor relations, or employee relations director, assistant director, manager or assistant manager of any local government agency or water management district whose duties include hiring and firing employees, labor contract negotiation, administration, or other personnel-related duties.*☐ Judge or justice of the Florida Supreme Court, district court of appeal, circuit court and county court.*☐ Judicial or quasi-judicial officer (general and special magistrate, judge of compensation claims, administrative law judge of the Division of Administrative Hearings, and child support enforcement hearing officer) (By signature below, it is certified that the person made "reasonable" | <p>efforts to protect such information from being accessible through other means available to the public."*).</p> <ul style="list-style-type: none">☐ Juvenile probation officer or supervisor, detention superintendent, assistant detention superintendent, juvenile detention officer I or II, juvenile detention officer supervisor, juvenile residential officer or supervisors I or II, juvenile counselor or supervisor, human services counselor administrators, senior human services counselor administrators rehabilitation therapist, and social services counselor of the Dept. of Juvenile Justice.*☐ Law enforcement personnel including correctional officers and correctional probation officers.*☐ Prosecutor (includes state attorney, assistant state attorney, statewide prosecutor, assistant statewide prosecutor). *☐ Public defenders and criminal conflict and civil regional counsel (includes assistant public defenders, assistant criminal conflict and assistant civil regional counsel)*.☐ U.S. attorney or assistant attorney, U.S. appellate judge, U.S. district court judge and U.S. magistrate (By signature below, it is certified that the person made "reasonable efforts to protect information from being accessible through other means available to the public.")*.☐ Victim of sexual battery, aggravated child abuse, aggravated stalking, harassment, aggravated battery or domestic violence. (Attach official verification that crime occurred.). This is only a 5-year exemption. **☐ County Tax Collector (By signature below, it is certified that the person made "reasonable efforts to protect information from being accessible through other means available to the public."*).☐ Other (list applicable statute): |
|---|--|
-

Printed Name: _____

Residence Address (City, State, Zip): _____

Prior/Current Position (for purpose of claiming exemption): _____ **Years Held:** _____

Description of Position: _____

Signature: _____ Date: _____

If request is submitted instead by the person's employing agency, complete the following:

Agency: _____ Name/Title: _____

*To request an exemption for your spouse or child's identifying information and address, please submit a separate sheet with the name, date of birth, and relationship. *Available to both current and former employees. **Florida law does not make this exemption applicable to the spouse or child of a donor or victim.*

EXHIBIT E
MAP OF THE DISTRICT

