

Cypress Bluff CDD Policies and Procedures

Adopted 11/17/20

GENERAL PROVISIONS:

1. Residents within the Cypress Bluff CDD (District) shall apply for the Resident Access App upon closing on a home within the Cypress Bluff CDD. This electronic App shall serve as the identification and access system for all CDD amenities and for all CDD purposes. (Digital ID). At this time, residents must sign an acknowledgement of receipt of, and agreement to, the Cypress Bluff CDD Policies and Procedures.
2. CDD amenities (Amenity Center) include a swimming pool, fitness center, playground, dog park, yoga and activity lawn and rooftop patio as well as all other areas of the Recharge Amenity Center.
3. Residents of Active Adult homes (Active Adult) do not participate in the costs of the amenities and therefore shall not have access to the Amenity Center.
4. Residents of other residential homes within the Cypress Bluff CDD (Residential) shall have access to all CDD amenities at the Amenity Center.
5. Residential residents and non-resident fee payers (“Patron”) must scan their Digital ID upon entering the CDD Amenity Center.
6. Residential residents qualifying for a Digital ID, as well as Patrons and renters assigned the rights of a resident that qualify for a Digital ID shall be Authorized Users.
7. Digital IDs will be issued to Authorized Users upon application to the District. Digital IDs will be issued to the Homeowner or Renter but NOT both. All persons must use their Digital ID for entrance to the Amenities.
8. The Amenity hours of operations is established as “8:00 a.m. – Dusk with exceptions” and posted at the facilities by the District.
9. Glass and other breakables are prohibited at the Amenity Center facilities and adjacent areas.
10. No personal grills (Propane, charcoal or electric) will be allowed on CDD premises.
11. Smoking is prohibited at the Amenity Center facilities and adjacent areas. This includes e/vapor cigarettes.
12. Pets (with the exception of Guide Dogs) are not permitted at the Amenity Center facilities or adjacent areas except at the dog park.
13. Skateboards, rollerblades, scooters, golf carts, and any other recreational vehicles are prohibited anywhere at the Amenity Center and the Pool Area. Bicycles must be kept secured at the Bicycle Racks at all times so as not to block walkways.
14. Loitering is prohibited at the Amenity Center facilities and adjacent areas (including the parking lot).
15. Vehicles must be parked in designated areas. Vehicles should not be parked on grass lawns, or in any manner that blocks the normal flow of traffic. Vehicles may not be left overnight at Recharge parking areas.
16. Fireworks of any kind are prohibited anywhere at the Amenity Center facilities or adjacent areas.
17. No residents, patrons or guests are allowed in the service areas of the facilities.
18. Amenity Center facilities and adjacent areas may be closed due to weather or maintenance needs.
19. Signs may not be posted on CDD owned or CDD maintained property. These include, but are not limited to, For Sale signs, Open House signs and Garage Sale signs.

20. Residents are responsible for actions of their guests, and such actions may result in loss of amenity privileges by the Resident.
21. All commercial activities on CDD property are expressly prohibited without the express written approval by the Community Manager. This includes retail vendors, dog training, swim lessons, exercise classes, etc.
22. The Board of Supervisors reserves the right to amend or modify the policies, as necessary.
23. The Board of Supervisors and staff of the District have full authority to enforce these rules and regulations.
24. Notice of changes to the policies shall be posted at the Amenity Center and on the community web site. Residents and Patrons should check for updates or changes to these policies.

GENERAL SWIMMING POOL POLICIES:

Swimming is permitted only during designated hours, as posted at the pool area.

1. The swimming pool is for Authorized Users only, and their guests.
2. SWIM AT YOUR OWN RISK. THERE ARE NO LIFEGUARDS ON DUTY AT ANY TIME AT THE POOL FACILITIES.
3. Pool Monitors or the Amenity Center Manager, when present, are in control of the operation of the pool area and will determine whether swimming is permitted or not during normally designated hours. If heavy rain, thunder and/or lightning occur, everyone will be required to exit the pool and pool areas. At the first sound of thunder and/or first sighting of lightning, a waiting period of 30 minutes will be established before anyone may return to the pool area. Subsequent thunder and/or lightning will restart the 30 minute clock each time it occurs. The Pool Monitor, if any, or Facility Manager will determine when the pool area is safe for people to return. Anyone not leaving the pool area as requested by the Pool Monitor or Amenity Center Manager risks suspension of their amenity privileges.
4. Children 13 years of age and younger must be accompanied by an adult or a supervisor/babysitter at least 18 years of age at all times while using the pool facilities. Children 14 or older should be prepared to provide proof of age when visiting pool unaccompanied by adult.
5. Children under three years of age and those who are not reliably toilet trained, or otherwise at risk of contaminating any pool, must wear rubber lined swim diapers, as well as a swimsuit over the swim diaper, to reduce the health risks associated with human waste contamination in the swimming pool/deck area. Failure to comply with this requirement may result in loss of amenity privileges for the parents and the child.
6. Authorized Users may have 4 guests per household at one time at the swimming pool. Unless otherwise approved.
7. Loud, profane, and/or abusive language will not be tolerated.
8. A Parent or Supervisor must be within arm's length of a non-swimmer at all times when in the water, regardless of the type of flotation device used.
9. Audio devices may be played at moderate or low sound levels which do not disturb other patrons or guests.
10. Remote controlled vehicles, watercraft, and the like are not allowed in the pool area.
11. Water wings and swim rings used by small children, must be under the direct supervision of an adult. Inflatable rafts, balls, pool floats and other toys and equipment are prohibited during peak use or under the discretion of amenity management. Under no circumstances are boogie boards or skim boards allowed at any time.
12. Pets, bicycles, skateboards, roller blades, scooters, and golf carts are prohibited on the pool deck at all times.
13. Glass containers and other sharp or potentially hazardous objects are prohibited in the pool area.

14. Smoking (including e/vapor cigarettes) and all tobacco products (including chewing tobacco) are prohibited at the pool area.
15. Chewing gum is prohibited at the pool area.
16. Showers are required before entering the pool.
17. Parents, Supervisors, or Babysitters must take children to the restroom before entering the pool. For the comfort of others, the changing of diapers or clothes is not allowed poolside.
18. Proper swim attire must be worn in the pool. No cut-offs, denim, thongs, or cheeky bottoms are allowed.
19. No diving, jumping, pushing, running, or other horseplay is allowed in the pool or on the pool deck area (including swinging on ladders, fences, or railings).
20. Pool entrances must be kept clear at all times.
21. Pool furniture is not to be removed from the pool area.
22. Any person swimming when the facility is closed may be suspended from using the facility.
23. Pool availability may be altered in order to facilitate maintenance of the facility. The District reserves the right to close the pool facilities one day per week for necessary maintenance of the facilities. Notice of pool closure shall be posted at the pool facilities.
24. The Facility Manager reserves the rights to discontinue usage of play equipment during peak times or scheduled activity at the pool, or if the equipment creates a safety concern.
25. The Board of Supervisors and staff of the District reserve the right to authorize all programs and activities (including the number of guest participants, equipment, and supplies usage, etc.) conducted at the pool and pool area, including Swim Lessons, Aquatic / Recreation Programs, and Pool Parties.
26. Residents are allowed to have no more than 4 guests per household at the pool area at any given time. An Authorized User must accompany guests at all times.
- 27. In accordance with Health Department Rule 64E-9.004, there is to be NO FOOD OR DRINK within 4 feet of the pool. Commercially bottled water is permitted on the wet deck for patron hydration.**

SWIMMING POOL CONTAMINATION POLICIES:

1. NO ONE SHALL CONTAMINATE THE POOL. Anyone who does pollute the pool is liable for any costs incurred in treating and re-opening the pool.
2. If contamination (i.e., blood, feces, vomit, etc.) does occur, the pool will be closed for twelve (12) hours, or as otherwise required by the Health Department, and the water will be shocked with chlorine to kill the bacteria.

GENERAL FITNESS CENTER POLICIES:

Fitness Room hours are 4:00 am to Midnight, or as posted at the Facility.

1. Usage of the Fitness Facility is restricted to Authorized Users 14 years of age and older.
2. Children under 14 years of age are prohibited from the fitness facility entirely.
3. Authorized Users may have a maximum one (1) guest per household at all times. All guests must be accompanied by an Authorized User at all times.

4. Exercise at your own risk. Each individual is responsible for his or her own safety.
5. Appropriate clothing is required at all times (shirts, shorts, leotards, and/or sweat suits – no denim). For the comfort of others, shirts and bottoms must be kept on at all times.
6. Athletic footwear covering the entire foot is required to be worn at all times.
7. Loud, profane, and/or abusive language will not be tolerated.
8. Disorderly conduct and horseplay will not be tolerated.
9. Food and chewing gum are prohibited in the fitness center.
10. Beverages are permitted but must be in a covered and sealed container.
11. Glass and other breakable items are prohibited in the fitness center.
12. Smoking (including e/vapor cigarettes) and tobacco products are prohibited in the fitness center.
13. Audio devices are prohibited unless they are personal units equipped with headphones.
14. Every individual is responsible for wiping down the equipment after use.
15. Weights or equipment may not be removed from the fitness center for any reason.
16. Hand chalk is not permitted.
17. Weights and dumbbells must be placed down gently, not dropped.
18. Benches and machines may not be stepped on or climbed over.
19. Use of the cardio equipment must be limited to 30 minutes if others are waiting. Patrons are expected to share equipment.
20. Personal Training or solicitation of training for fees is prohibited, unless provided directly by District personnel.
21. All emergencies, injuries, and / or broken equipment must be reported to the Facility Manager.
22. The Facility Manager reserves the rights to discontinue any such programs and /or activities due to safety concerns or other conflicts with the operation of the facility.
23. Fitness Center may be closed due to maintenance needs.
24. Disregard for any fitness center rule or policy may result in expulsion from the Amenity Center and suspension of Amenity Center privileges.
25. Pets, bicycles, skateboards, roller blades, hover boards and scooters are prohibited in the Fitness Center at all times.
26. All residents, Patrons and Guests of the fitness center are expected to conduct themselves in a responsible, courteous, and safe manner in compliance with fitness center rules and regulations.

PLAYGROUND POLICIES:

1. The District playground is for District Authorized Users only. It is not open to the public.
2. Authorized Users may bring up to four (4) guests per household. Guests must be accompanied by an Authorized User at all times.
3. Absolutely NO SMOKING (including e/vapor cigarettes), for the courtesy of others.
4. Children under the age of eight (8) must be accompanied by an adult, supervisor/babysitter at all times.
5. Children thirteen (13) years and older are not permitted on the playground equipment.
6. No roughhousing will be permitted. Loud, profane and/or abusive language and behavior is prohibited.
7. All food, beverages, and miscellaneous trash brought to the playground must be cleaned up prior to leaving.
8. No pets, skateboards, rollerblades, hover boards, scooters, bicycles, or wheeled vehicles are allowed on the Playground at any time.
9. Playground may be closed due to weather or maintenance needs.
10. Usage of the Playground may be limited, from time to time, for sponsored events, which must be approved by the Facility Manager in advance.

DOG PARK POLICIES:

1. The District dog park is for District Authorized Users only. It is not open to the public and not available for Active Adult residents.
2. Absolutely NO SMOKING (including e/vapor cigarettes), for the courtesy of others.
3. Please clean up after your dog and dispose of the waste properly.
4. Do not allow your dog to dig holes or otherwise damage the property.

YOGA AND ACTIVITY LAWN POLICIES:

1. The District Yoga and Activity Lawn is for District Authorized Users only. It is not open to the public and not available for Active Adult residents.
2. Special events and/or programming must be approved, in writing, by the Community Manager in advance.
3. Lawns and open spaces on CDD property may not be used for for-profit activities, including but not limited to fitness classes, camps, sales, etc.
4. No personal training or related activities may take place on the District Activity Lawn area.
5. Team practices are prohibited on the Activity Lawn.
6. Cleats are prohibited on the Activity Lawn.

ROOFTOP PATIO:

1. The Rooftop Patio is for District Authorized Users only. No guests are allowed at the Rooftop Patio during normal operations.
2. The Rooftop Patio shall be used on a first come first serve basis and is intended for shared use by Authorized Users.

3. Authorized Users may reserve the Rooftop Patio for rental for a “Private Event”

FACILITY RENTALS:

Authorized Users may reserve for rental certain portions of the District Amenity Center Facilities for a “Private Event,” defined as any event not open to the general public. Any parties over 10 persons is considered a “Private Event,” and space must be reserved. (Events that are open to the general public are not subject to these Facility Rental Policies.) Reservations may not be made more than four (4) months prior to the event. Persons interested in doing so should fill out the Reservation Form on the resident portal to determine availability for the anticipated date and time of the event.

Please note that the Amenity Center is unavailable for Private Events on the following holidays:

- Easter Sunday
- Memorial Day Weekend
- 4th of July Weekend
- Labor Day Weekend
- Thanksgiving
- Christmas Eve
- Christmas Day
- New Year’s Eve
- New Year’s Day

POOL DECK RENTAL POLICIES:

1. Only Authorized Users may reserve the facility for private parties.
2. Parties are limited to a total of 30 guests. This provides exclusive use of the designated party area only.
3. Two payments are required to confirm the reservation – the cleaning/security deposit and rental fee.
4. All parties must be completed by the scheduled time. Failure to do so may result in the loss of all or part of the event deposit.
5. The Resident sponsoring a private event is responsible for any damages, including those in excess of the security deposit. The full refund of the cleaning deposit will only be issued if the following is completed prior to end of rental:
 - a. Remove all garbage and dispose of in dumpster.
 - b. Remove all party displays.

rental time includes setup and cleanup time
6. The deposit is refundable if the event is cancelled. The rental fee is non-refundable. However, if the event is cancelled due to inclement weather both the rental fee and the deposit will be refunded.
7. Glass and other breakable items are not allowed at the Amenity Center.
8. Pets (with the exception of Guide Dogs) are not permitted at the Amenity Center facilities.
9. The volume of noise and/or music must not violate applicable Duval County Noise Ordinances or disturb other patrons or guests using the facilities.
10. Restrooms must remain open to all Patrons.
11. The current pool regulations and policies will apply.
12. If alcohol is served, consumption of alcoholic beverages is limited to the pool deck area and event liability insurance must be obtained. Alcohol must remain 6 feet from the wet deck of the pool. Absolutely under no circumstances is alcohol permitted in the pool or on the wet deck.
13. Inflatables, game trucks, food trucks, entertainment trucks and heaters are not permitted.

14. Pool deck rental does not include use of the rooftop patio, fitness center, yoga lawn, activity lawn, playground, or dog park.

ROOFTOP PATIO/YOGA LAWN/ACTIVITY LAWN POLICIES:

1. Only Authorized Users may reserve the facility for private parties.
2. Parties are limited to a total of 30 guests.
3. Two payments are required to confirm the reservation – the cleaning/security deposit and rental fee.
4. All parties must be completed by the scheduled time. Failure to do so may result in the loss of all or part of the event deposit.
5. The Resident sponsoring a private event is responsible for any damages, including those in excess of the security deposit. The full refund of the cleaning deposit will only be issued if the following is completed prior to end of rental:
 - a. Remove all garbage and dispose of in dumpster.
 - b. Remove all party displays

rental time includes setup and cleanup time
6. If alcohol is served, consumption of alcoholic beverages is limited to the event space and event liability insurance must be obtained.
7. The deposit is refundable if the event is cancelled. The rental fee is non-refundable. However, if the event is cancelled due to inclement weather both the rental fee and the deposit will be refunded.
8. Glass and other breakable items are not allowed at the Amenity Center.
9. Pets (with the exception of Guide Dogs) are not permitted at the Amenity Center facilities.
10. The volume of noise and/or music must not violate applicable Duval County Noise Ordinances or disturb others using the facilities.
11. Restrooms must remain open to all Patrons.
12. Inflatables, game trucks, food trucks, entertainment trucks and heaters are not permitted.
13. Rooftop Patio rental does not include use of the pool, pool deck, fitness center, yoga lawn, activity lawn, playground, or dog park.
14. Yoga Lawn rental does not include use of the pool, pool deck, fitness center, activity lawn, playground, dog park or rooftop patio.
15. Activity Lawn rental does not include use of the pool, pool deck, fitness center, playground, dog park or rooftop patio.

POOL DECK RENTAL SESSIONS:

Session A	Session B
10:00am – 1:30pm	2:00pm – 5:30pm

DISTRICT POOL DECK RATES

1. Rental Fee of \$100 per session.
2. \$50 security deposit.
3. Rental fees are non-refundable.
4. Rentals limited to one per weekend and two per year per household.
5. Session B rentals are prohibited November-January
6. Rentals are not available after 5:30pm

ROOFTOP PATIO RENTAL SESSIONS:

Session A	Session B
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10:00am – 1:30pm	2:00pm – 5:30pm
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DISTRICT ROOFTOP PATIO RENTAL RATES

1. Rental Fee of \$100 per session.
2. \$50 security deposit.
3. Rental fees are non-refundable.
4. Rentals limited to one per weekend and two per year per household.
5. Rentals are not available after 5:30pm.

YOGA LAWN RENTAL SESSIONS:

Session A	Session B
10:00am – 1:30pm	2:00pm – 5:30pm

DISTRICT YOGA LAWN RENTAL RATES

2. Rental Fee of \$100 per session.
3. \$50 security deposit.
4. Rental fees are non-refundable.
5. Rentals limited to one per weekend and two per year per household.
6. Rentals are not available after 5:30pm.

ACTIVITY LAWN RENTAL SESSIONS:

Session A	Session B
10:00am – 1:30pm	2:00pm – 5:30pm

DISTRICT ACTIVITY LAWN RENTAL RATES

3. Rental Fee of \$100 per session.
4. \$50 security deposit.
5. Rental fees are non-refundable.
6. Rentals limited to one per weekend and two per year per household.
7. Rentals are not available after 5:30pm.

ALCOHOL REQUIREMENTS:

Authorized Users renting the amenity facilities are solely responsible for ensuring that alcohol is consumed in a safe and lawful manner, in accordance with all applicable laws, regulations, and policies, and agrees to assume all liability for damages resulting from or arising in connection with the consumption or provision of alcohol on the District’s property and thereafter.

The District reserves the right to require anyone appearing excessively intoxicated or displaying loud, unruly, or belligerent behavior to leave the District property immediately, and the District also reserves the right to call law enforcement to enforce the same.

If event liability insurance is required, the District is to be named on the policy as an additional insured party as follows:

Cypress Bluff CDD and its supervisors, officers, directors, consultants, and staff
 475 West Town Place
 Suite 114
 St. Augustine, FL 32902

Event liability insurance must include:

- ❖ \$250,000 property damage
- ❖ \$1,000,000 personal injury
- ❖ Alcohol Rider
- ❖ District named as additional insured.

OTHER DISTRICT FEES:

1. Fee for returned check (NSF) - \$25.

2. Annual Non-Resident User Fee - \$3,800 per household.

RESPONSIBILITY FOR LOSS OR DAMAGE TO PERSON OR PROPERTY: INDEMNIFICATION; LIMITATION OF LIABILITY

No person shall remove from the room in which it is placed or from the Recharge Center any property or furniture belonging to the District or its contractors without proper authorization. Each Resident shall be liable for any property damage at the Recharge Center and all other CDD maintained property, or at any activity or function operated, organized, arranged, or sponsored by the District or its contractors, caused by him or her, his or her guests or family members. The District reserves the right to pursue any and all legal and equitable measures necessary to remedy any losses due to property damage.

Each Resident and each guest as a condition of invitation to the premises of the Recharge Center assume sole responsibility for his or her property. The District and its contractors shall not be responsible for the loss or damage to any private property used or stored on the premises of the Amenity Complex, whether in lockers or elsewhere.

Each Resident, by virtue of his or her use of the District's facilities, agrees to defend, indemnify, and hold harmless the District and its respective officers, agents, and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity, for any injuries, death, theft and real or personal property damage of any nature arising out of, or in connection with, the use of the facility by such person, his or her children and his or her guests. Should any person bound by these District Policies bring suit against the District or its affiliates, The Recharge Center operator, officers, employees, representatives, contractors or agents in connection with any event operated, organized, arranged or sponsored by the District or any other claim or matter in connection with any facility owned, or event operated, organized, arranged or sponsored, by the District, and fail to obtain judgment therein against the District or its Amenity Complex operator, officers, employee, representative, contractor or agent, said party shall be liable to the District for all costs and expenses incurred by it in the defense of such suit (including court costs and attorney's fees through all appellate proceedings).

Nothing contained in these policies shall constitute or be construed as a waiver of the Districts limitations on liability contained in Section 768.28, F.S., or other statutes.

ACKNOWLEDGMENT

I hereby acknowledge the receipt of the Cypress Bluff Community Development District Policies dated September 24, 2019, as may be subsequently amended, and agree to abide by the terms and conditions contained therein and such future terms and conditions as may be approved by the Cypress Bluff Community Development District Board of Supervisors. I consent to the use by the District of any pictures (video and print) for commercial purposes, or otherwise, in connection with any event or activity, without restriction as to frequency, duration, or medium.