

# **HERITAGE LANDING COMMUNITY DEVELOPMENT DISTRICT**

**Rules, Policies and Fees for the  
Camp Heritage Amenity Facilities  
Adopted May 10, 2005**

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**Amended – October 8, 2020**

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**Camp Heritage Amenity Center  
370 Heritage Landing Parkway  
St. Augustine, Florida 32092**

[www.HeritageLandingCDD.org](http://www.HeritageLandingCDD.org)

## **DEFINITIONS**

**“Amenity Facilities” or “Amenity”** – shall mean the properties and areas owned by the District and intended for recreational use and shall include, but not specifically be limited to, the amenity center, together with their appurtenant facilities and areas.

**“Amenity Facilities Policies” or “Policies”** – shall mean these Amenity Facilities Policies of Heritage Landing Community Development District, as amended from time to time.

**“Amenity Manager”** – shall mean the District Manager or that person or firm so designated by the District’s Board of Supervisors.

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

**“Board of Supervisors” or “Board”** – shall mean the Heritage Landing Community Development District’s Board of Supervisors.

**“Guest”** – shall mean any person or persons who are invited by a Patron to participate in the use of the Amenity Facilities.

**“District”** – shall mean the Heritage Landing Community Development District.

**“District Manager”** – shall mean the professional management company with which the District has contracted to provide management services to the District.

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

**“Patron” or “Patrons”** – shall mean Residents, Non-Resident Users and Renters/Leaseholders who are eighteen (18) years of age and older.

**“Property Owner”** – shall mean that person or persons having fee simple ownership of land within the Heritage Landing Community Development District.

**“Renter”** – shall mean any tenant residing in a Resident’s home pursuant to a valid rental or lease agreement.

## CAMP HERITAGE USER FEE STRUCTURE

- (1) The annual user fee for persons not owning property within the District is \$2,500.00.
- (2) Two (2) Facility Access Cards will be issued to each property owning entity within the District and non-resident fee paying entity. There is a \$20.00 charge to replace lost cards. The max any one family can hold is two (2) Facility Access Cards at any one time.
- (3) Each property owning entity and non-resident fee paying entity is allowed one (1) set of twenty-five (25) guest uses annually by the District at no cost. Each guest counts as one (1) use with a max of four (4) guests per visit. Example: If you bring four (4) guest that will count as four (4) uses toward your twenty-five (25) total for the year. Additional set of twenty-five (25) guest uses may be purchased for \$42.50, with the max of one (1) set being held by any one entity at any one time, by contacting the Camp Heritage Center Manager once your twenty-five (25) uses has been used.
- (4) All Guests must register with the Camp Heritage Amenity Center Staff, and must be accompanied by a Patron (as defined) at all times.
- (5) All Non-Property Owners renting, leasing or residing in a home or room(s) located in the District shall be required to obtain Facility Access Cards from the Property Owner. If such individuals reside with the Property Owner, the Property Owner shall be required to add, to the Amenity Center Registration Form, the names of all individuals who reside in the Property Owner's home, whether as a result of a rental agreement, lease, or any other agreement, and the Property Owner shall be held financially responsible for any and all damage to District property caused by any of the individuals who reside in the Property Owner's home. Such individuals will not be issued additional Facility Access Cards. Tenants may obtain a Facility Access Card by paying the annual membership fee for persons not owning property within the District.
- (6) **Transfer of Amenity Privileges to Tenants Rule, adopted September 21, 2017: No household may transfer its privileges to use the District's amenity facilities to a tenant more than two times per year without the prior approval of the Board of Supervisors.**

## GENERAL FACILITY PROVISIONS

- (1) District property owners, non-resident fee payers, and Tenants of District property owners ("Patron"), must present their access cards and register upon entering the Camp Heritage Amenity Center.
- (2) Children under ten (10) years of age at all Courts, Fields and Common Areas must be accompanied by a Parent or Adult Patron at all times. Starting at the age of ten (10) parents or legal guardians must bring their child to the amenity center to have a Photo ID created for them. All minors ages ten (10) to seventeen (17) years of age must have a Photo ID when on district property. **Please see the sections on General Swimming Pool Rules, Fitness Center Policies and Playground Policies for age guidelines.**
- (3) *Effective May 1, 2007, all Patrons under eighteen (18) years of age must have in their possession (unless accompanied by their parent/guardian) a Heritage Landing issued photo identification card while using any of the District's recreation facilities or will be asked to leave the premises. One (1) photo identification card will be issued to each Patron under the age of eighteen by the Camp Heritage Amenity Center Staff. There is a \$5.00 charge to replace lost cards.*

- (3) The Amenity Center's hours of operation will be established and published by the District considering the season of the year and other circumstances. The Amenity Center Office will be closed on the following Holidays: Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve and New Year's Day.
- (4) Alcoholic beverages shall not be served or sold, nor permitted to be consumed on the Camp Heritage Amenity Center's premises or facilities, except at pre-approved special events. Approval may only be granted by the District's Board of Supervisors (*present request to the District Manager's Office in advance of the meeting*) and will be contingent upon the providing proof of event insurance with the District named an additional insured. (see section "Facility Rental Policies")
- (5) Dogs and all other pets (with the exception of Service Animals) are not permitted on the Amenity Center's facilities. Where dogs are permitted on the grounds, they must be leashed. Patrons are responsible for picking up after all pets as a courtesy to residents.
- (6) Vehicles must be parked in designated areas. Vehicles should not be parked on grass lawns, or in any way which blocks the normal flow of traffic.
- (7) Fireworks of any kind are not permitted anywhere on the facilities or adjacent areas.
- (8) No Patron, visitor or guest is allowed in the service areas of the facility.
- (9) The Board of Supervisors reserves the right to amend or modify these policies when necessary and will notify the Patrons of any changes.
- (10) The Board of Supervisors and personnel of the Camp Heritage Amenity Center have full authority to enforce these policies.
- (11) Two (2) Facility Access Cards will be issued to a property-owning entity at the time they are closing upon property within the District, proof of which may be required annually. All Patrons must use their card for entrance to the Amenity Center. All lost or stolen swipe cards should be reported immediately to the Amenity Center Manager. There will be a \$20.00 replacement card fee.
- (12) Smoking is not permitted anywhere in the Camp Heritage Amenity Center or its facilities.
- (13) Guests must be registered and accompanied by a Patron before entering the Camp Heritage Amenity Center.
- (14) Disregard for any Camp Heritage Amenity Center and/or District Facility rules or policies may result in suspension from the facility and/or termination of privileges for Patrons. **Please see the section on SUSPENSION AND TERMINATION RULES OF PATRON PRIVILEGES** in these rules for further explanation and detail.
- (15) Glass and other breakable items are not permitted at the Camp Heritage Amenity Facility.
- (16) Patrons and their guests shall treat any staff members with courtesy and respect.
- (17) Off-road bikes/vehicles (including ATV's) are prohibited on all property owned, maintained, and operated by the Heritage Landing Community Development District or the Camp Heritage Amenity Center and its facilities. Only Golf Carts that are compliant with all Federal, State and Local laws for the purposes of driving on public streets are permitted to park at the Amenity Center.
- (18) Recreational equipment, including, but not limited to playgrounds, trampolines, swing sets, above ground pools, toys, etc., are prohibited on all property owned, maintained or operated by the Heritage Landing Community Development District.
- (19) The Camp Heritage Amenity Center will not offer childcare services to patrons or guest under the authority or supervision of the District at any of its facilities.
- (20) The only areas within the Camp Heritage Amenity Facility Property where skateboarding is permitted are the amenity parking lot and sidewalks, and such use shall be for transportation only (no tricks or other such uses are permitted).

- (21) There is no trespassing allowed in all designated conservation areas on District property. Trespasser will be reported to the local authorities.
- (22) No vehicular traffic is allowed on any District property that does not have proper roadways established unless they have permission from the District or local government.

### **Loss or Destruction of Property or Instances of Personal Injury**

Each Patron and each guest as a condition of invitation to the premises of the 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 center, whether in lockers or elsewhere.

No person shall remove from the room in which it is placed or from the Camp Heritage Amenity Center's premises any property or furniture belonging to the District or its contractors without proper authorization. Camp Heritage Amenity Center Patrons shall be liable for any property damage and/or personal injury at the Amenity Center, or at any activity or function operated, organized, arranged or sponsored by the District or its contractors, caused by the member, any guests or any 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 or personal injury.

Any Patron, guest or other person who, in any manner, makes use of or accepts the use of any apparatus, appliance, facility, privilege or service whatsoever owned, leased or operated by the District or its contractors, or who engages in any contest, game, function, exercise, competition or other activity operated, organized, arranged or sponsored by the District, either on or off the Amenity Center's premises, shall do so at his or her own risk, and shall hold the Camp Heritage Amenity Center, the District, the Board of Supervisors, District employees, District representatives, District contractors and District agents harmless for any and all loss, cost, claim, injury damage or liability sustained or incurred by him or her, resulting there from and/or from any act of omission of the District, or their respective operators, Supervisors, employees, representatives, contractors, or agents. Any Patron shall have, owe, and perform the same obligation to the District and their respective operators, Supervisors, employees, representative, contractors, and agents hereunder in respect to any loss, cost, claim, injury, damage or liability sustained or incurred by any guest or family member of such Patron.

Should any party bound by these Policies bring suit against the District, the Board of Supervisors or staff, agents or employees of the District, any Camp Heritage Amenity Center operator or it's 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 event operated, organized, arranged or sponsored by the District, and fail to obtain judgment therein against the District or the Camp Heritage Amenity Center 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).

## **GENERAL SWIMMING POOL RULES**

- (1) All Patrons must register in upon entry of the pool area. At any given time, a Patron may accompany up to four (4) guests at the swimming pool.
- (2) Lifeguards are on duty as required by VESTA (Amenity Management Group) only. All other times Patrons swim at your own risk while adhering to swimming pool rules.
- (3) Children under fourteen (14) years of age must be accompanied by a Parent or Adult Patron at all times for usage of the pool facility. All other minors must have a Photo ID.
- (4) Radios, televisions, and the like may be listened to if played at a volume which is not offensive to other members and guests.
- (5) Swimming is permitted only during designated hours, as posted at the pool. If no staff is present during these posted hours Patrons swim at your own risk while adhering to swimming pool rules.
- (6) Showers are required before entering the pool and using the water slide.
- (7) Glass containers and aluminum cans are not permitted in the pool area.
- (8) Children under three (3) years of age, and those who are not reliably toilet trained, must wear rubber lined swim diapers, as well as a swim suit over the swim diaper, to reduce the health risks associated with human waste in the swimming pool/deck area.
- (9) On a case-by case basis per bathing load and/or safety issues, lifeguards, the amenity manager or facility attendants will determine if and when balls designed for water-play will be permitted in the pools. Tennis balls, beach balls larger than 8", basketballs, Nerf Balls, soccer balls, or any other type of hard non-water sports balls are not permitted. Play equipment, such as snorkels and dive sticks, must meet with the lifeguard's approval prior to use. Masks and goggles must have shatter-proof polycarbonate lenses. Only the following inflatable or floating devices are permitted: 1) infant water floats with seats; 2) arm floats; and 3) pool noodles. For numbers one and two, parents/guardians must remain within arm's length of children under their care. No other inflatable rafts, tubes, or floats are permitted. The facility reserves the right to discontinue usage of such play equipment during times of peak or scheduled activity at the pool, or if the equipment provides a safety concern. Notwithstanding anything to the contrary set forth herein, should a Patron inform the amenity manager or a lifeguard that a certain flotation device is a necessary accommodation for such Patron, or their child, to use the pool, the amenity manager or lifeguard shall have the authority, on a case-by-case basis, to authorize the use of the flotation device.
- (10) Pool closing times will be posted at the amenity center office. Pool availability may be rotated in order to facilitate maintenance of the Camp Heritage Amenity Center; this requires the pool being closed on Monday until 1 pm. This day will be every Monday except for Holidays when the pool will be open; the pool will then be closed until 1 pm on Tuesday. Depending upon usage the pool may require being closed various periods of time to facilitate maintenance and keep it up to health code.
- (11) Pets, bicycles, skateboards, roller blades, scooters and golf carts are not permitted on the pool deck area inside the pool gates at any time.
- (12) Hanging on the lane lines, interfering with the lap-swimming lane, and unauthorized diving are prohibited.
- (13) The VESTA staff reserves the right to authorize all programs and activities, including the number of guest participants, equipment and supplies usage, etc., conducted at the pool, including Swim Lessons, Aquatic/Recreational Programs and Pool Parties.

- (14) Any person swimming during non-posted swimming hours may be suspended from using the facility. Guests must be registered and accompanied by a Patron before entering the Camp Heritage Amenity Center.
- (15) Appropriate swimming attire (swimsuits) must be worn at all times. No thongs or Brazilian bikinis or similar styles are allowed. No street clothes, like cutoffs/jeans, but not limited, will be worn in the pool.
- (16) No chewing gum is permitted in the pool or on the pool deck area.
- (17) Alcoholic beverages are not permitted in the pool area.
- (18) No diving, jumping, pushing, running or other horseplay is allowed in the pool or on the pool deck area.
- (19) For the comfort of others, the changing of diapers or clothes is not allowed at pool side.
- (20) No one shall pollute the pool. Anyone who does pollute the pool is liable for any costs incurred in treating and reopening the pool.
- (21) Radio controlled watercraft are not allowed in the pool area.
- (22) Pool entrances must always be kept clear.
- (23) No swinging on ladders, fences, or railings is allowed.
- (24) Pool furniture is not to be removed from the pool area.
- (25) Loud, profane, or abusive language is absolutely prohibited.
- (26) You must shower off prior to riding the water slide. Patrons Ride the water slide at your own risk.
- (27) Children less than forty-five (45) inches tall are permitted to ride the water slide **ONLY** if they have the ability to perform two (2) skills: (1) Pass a swim test displaying an ability to swim the width of the recreation pool unassisted. (2) Observe all rules and display the ability to control their descent on the waterslide.
- (28) Only one person may ride the slide at a time. No shorts with snaps or rivets will be allowed on the slide.
- (29) Keep arms and hands inside flumes at all times.
- (30) No flotation devices are allowed on the water slide.
- (31) For safety reasons, pregnant women and persons with health conditions or back problems should not ride the water slide.
- (32) You may only use the slide during pool hours when the water slide is open and is attended by the proper amount of VESTA Staff members (2 Lifeguards, 1 slide attendant) required by the Department of Health.

### **SWIMMING POOL: THUNDERSTORM POLICY**

The lifeguards, amenity manager or facility attendants are in control of the pools and pool areas at all times while on duty and they alone will determine when the pools and pool areas will be closed and re-opened during inclement weather. During periods of thunder, heavy rain, or any other inclement weather, the pools and pool areas will be closed, and residents and their guests must leave the pools and pool areas to seek cover. The lifeguards, amenity manager or facility attendants alone will determine when it is safe to reopen the pools and pool areas consistent with guidelines from the American Red Cross Manual, which recommend that residents and guests exit the pools and pool areas at the first sound of thunder or sighting of lightning for a minimum waiting period of thirty minutes. At any point during the thirty-minute waiting period, if thunder and/or lightning are experienced, the waiting period will be extended 30 minutes from the last event of thunder or lightning. Staff may also close the pools during periods of heavy rain when visibility of the pools and pool floors is reduced.

### **SWIMMING POOL: FECES POLICY**

- (1) If contamination occurs, the pool will be closed for twelve (12) hours and the water will be shocked with chlorine to kill the bacteria.
- (2) Parents should take their children to the restroom before entering the pool.
- (3) Children under three (3) years of age, and those who are not reliably toilet trained, must wear rubber lined swim diapers and a swimsuit over the swim diaper.

### **FITNESS CENTER POLICIES**

All Patrons and guests using the Camp Heritage Fitness Center are expected to conduct themselves in a responsible, courteous and safe manner in compliance with all policies and rules of the Heritage Landing Community Development District governing the amenity facilities. Disregard or violation of the District's policies and rules and misuse or destruction of Camp Heritage Fitness Center equipment may result in the suspension or termination of Camp Heritage Fitness Center privileges. Prior to entering the Camp Heritage Fitness Center, persons are required to register with the VESTA staff.

**Please note the Fitness Center is an unattended facility, persons using the facility do so at their own risk. Camp Heritage Amenity Center Staff is not present to provide Personal Training or Exercise Consultation to Patrons or Guest. Persons interested in using the Camp Heritage Fitness Center are encouraged to consult with a physician prior to commencing a fitness program.**

- (1) *Hours:* The Camp Heritage Fitness Center is available for use by Patrons during operating hours to be established and posted by the District.
- (2) *Emergencies:* All emergencies and injuries must be reported to the VESTA staff as well as the District Manager at 904-436-6270.
- (3) *Eligible Users:* Patrons sixteen (16) years of age and older are permitted to use the Fitness Center during designated operating hours with a Photo ID, Children (12-15) years of age must be accompanied by an Adult Patron, unless such child is fourteen (14) or fifteen (15) and is actively participating in an athletic program and satisfies the following steps: District staff is provided with documentation directly from the athletic organization stating their enrollment, such child completes a fitness orientation with the Amenity Manager and an executed liability release is provided. No children under the age of twelve (12) are allowed in the Fitness center at anytime. Guests may use the Camp Heritage Fitness Center if accompanied by an Adult Patron. Patrons and Guests use this facility at your own risk.
- (4) *Proper Attire:* Appropriate clothing and footwear (covering the entire foot) must be worn at all times in the Camp Heritage Fitness Center. Appropriate clothing includes tank tops/t-shirts, shorts (no jeans), leotards, and/or sweat suits (no swimsuits).
- (5) *Food and Beverage:* Food (including chewing gum) is not permitted within the Camp Heritage Fitness Center. Beverages, however, are permitted in the Camp Heritage Fitness Center if contained in non-breakable containers with screw top or sealed lids. Alcoholic beverages are not permitted.
- (6) *General Policies:*



- Each individual is responsible for wiping off fitness equipment after use.
- Use of personal trainers is not permitted in the Camp Heritage Fitness Center.
- Hand chalk is not permitted to be used in the Camp Heritage Fitness Center.
- Radios, tape players and CD players are not permitted unless they are personal units equipped with headphones.
- No bags, gear, or jackets are permitted on the floor of the Camp Heritage Fitness Center or on the fitness equipment.
- Weights or other fitness equipment may not be removed from the Camp Heritage Fitness Center.
- Please limit use of cardiovascular equipment to thirty (30) minutes and step aside between multiple sets on weight equipment if other persons are waiting.
- 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.
- Any fitness program operated; established and run by VESTA staff may have priority over other users of the Camp Heritage Fitness Center.

### **TENNIS/PICKLEBALL FACILITY POLICIES**

All Patrons and guests using the Tennis/Pickleball Facility are expected to conduct themselves in a responsible, courteous and safe manner in compliance with all policies and rules of the Heritage Landing Community Development District governing the amenity facilities.

Disregard or violation of the District's policies and rules and misuse or destruction of Tennis/Pickleball Facility equipment may result in the suspension or termination of Tennis/Pickleball Facility privileges. Guests may use the Tennis/Pickleball Facility if accompanied by an adult Patron.

**Please note that the Tennis/Pickleball Facility is an unattended facility and persons using the facility do so at their own risk. Persons interested in using the Tennis/Pickleball Facility are encouraged to consult with a physician prior to using the facility.**

- (1) *Hours:* The Camp Heritage Tennis/Pickleball Facility is available for use by Patrons during normal operating hours which are posted. Courts in this facility may not be rented, however they can be reserved by Patrons for use.
- (2) *Emergencies:* All emergencies and injuries must be reported to the VESTA staff as well as the District Manager at 904-436-6270.
- (3) *Proper Attire:* Proper tennis shoes and attire is required at all times while on the courts. No cutoffs, swimsuits, jeans, or tank tops. No black soled shoes.
- (4) *Reservations:* Patrons may reserve a tennis/pickleball court by contacting the VESTA staff. Reservations may be made up to a week in advance for a period of up to two (2) hours. Only one (1) reservation may be held by a Patron at any given time. If the Patron is twenty (20) minutes late for their reservation, the reservation shall be forfeited. When not the subject of a reservation, the tennis/pickleball courts are available on a first come,

first serve basis. It is recommended that persons desiring to use the tennis/pickleball courts check with the VESTA staff to verify availability. Use of a tennis/pickleball court is limited to one (1) hour when others are waiting unless the court being used pursuant to a reservation discussed above.

(5) *General Policies:*

- Proper tennis/pickleball etiquette shall be adhered to at all times. The use of profanity or disruptive behavior is prohibited.
- Persons using the Tennis/Pickleball Facility must supply their own equipment (rackets, balls, etc.).
- The Tennis/Pickleball Facility is for the play of tennis/pickleball only. Pets, roller blades, bikes, skates, skateboards, and scooters are prohibited from the tennis/pickleball facility.
- Beverages are permitted at the Tennis/Pickleball Facility if contained in non-breakable containers with screw top or sealed lids. No glass containers are permitted on the tennis/pickleball courts. Alcoholic beverages are not permitted on tennis/pickleball courts.
- Lights at the Tennis/Pickleball Facility must be turned off after use.
- Children under the age of ten (10) are not allowed to use the Tennis/Pickleball Facility unless accompanied by an adult Patron. All other minors must have a Photo ID.

### **BASKETBALL FACILITY POLICIES**

All Patrons and guests using the Basketball Facility are expected to conduct themselves in a responsible, courteous and safe manner in compliance with all policies and rules of the Heritage Landing Community Development District governing the amenity facilities.

Disregard or violation of the District's policies and rules and misuse or destruction of Facility equipment may result in the suspension or termination of Facility privileges. Guests may use the Basketball Facility if accompanied by an adult Patron.

**Please note that the Basketball Facility is an unattended facility and persons using the facility do so at their own risk. Persons interested in using these Facilities are encouraged to consult with a physician prior to using the facility.**

- (1) *Hours:* The Camp Heritage Basketball Facility are available for use by Patrons during normal operating hours which are posted. These facilities may not be rented, however they may be reserved by Patrons for use.
- (2) *Emergencies:* All emergencies and injuries must be reported to the VESTA staff as well as the District Manager at 904-436-6270.
- (3) *Proper Attire:* Proper basketball or athletic shoes and attire are required at all times while on the courts. No black soled shoes. Proper baseball attire shall consist of athletic shoes, shirts, and shorts or athletic pants. No swimsuits allowed at either facility.

- (4) *Reservations:* Patrons may reserve a basketball court or the baseball field by contacting the VESTA staff. Reservations may be made up to a week in advance for a period of up to two (2) hours. Only one (1) reservation may be held by a Patron at any given time. If the Patron is twenty (20) minutes late for their reservation, the reservation shall be forfeited.

When not the subject of a reservation, the basketball courts field are available on a first come, first serve basis. It is recommended that persons desiring to use the basketball courts or baseball field check with the VESTA staff to verify availability. Use of a basketball court is limited to one (1) when others are waiting unless the court being used pursuant to a reservation discussed above.

- (5) *General Policies:*

- Proper basketball etiquette shall be adhered to at all times. The use of profanity or disruptive behavior is prohibited.
- Persons using the basketball or baseball facility must supply their own equipment (balls, bats, gloves, etc.).
- The Basketball Facility is for the play of basketball only. Pets, roller blades, bikes, skates, skateboards, and scooters are prohibited from use at the facility.
- Beverages are permitted at the Basketball Facility if contained in non-breakable containers with screw top or sealed lids. No glass containers are permitted on the basketball courts. Alcoholic beverages are not permitted on baseball facility grounds or basketball courts.
- No chairs other than those provided by the District are permitted on the basketball courts.
- Lights at the basketball facility must be turned off after use.
- Children under the age of ten (10) are not allowed to use the Facility unless accompanied by an adult Patron. All other minors must have a Photo ID.
- Hanging or Dunking is not permitted on the Basketball Court rims.

#### **PLAYGROUND POLICIES**

- Hours open for use of the playground is from sunrise to sunset.
- All children under the age of eighteen (18) must be accompanied by an adult, unless such child is thirteen (13) or older and is providing supervision as contemplated by the following sentence. Children the age of thirteen (13) or older, who have provided District staff with District-approved documentation authorizing such child to supervise children that have been designated to be in their care, may be present at the playground for the purpose of providing such supervision.
- No roughhousing on the playground.
- Persons using the playground must clean up all food, beverages and miscellaneous trash brought to the playground. Glass containers are prohibited.

- Use of the playground may be limited from time to time due to a sponsored event, which must be approved by the District Manager or VESTA Staff.
- The use of profanity or disruptive behavior is absolutely prohibited.
- Alcoholic beverages are not permitted on the playground.

### **CAMPFIRE PIT AND MOVIE THEATER**

Patrons may reserve the Campfire Pit and Movie Theater on a first come first served basis for private parties. Use of the facility may be limited from time to time due to a sponsored event, which must be approved by the District Manager or VESTA Staff. In addition to all other Camp Heritage Amenity Facility Policies, the following policies apply to the use of the Campfire Pit and Movie Theater.

- A signed reservation agreement must be on record with Camp Heritage prior to the event's reserved date and time. This reservation allows your party to be private for up to three (3) hours maximum.
- When reserving the Campfire Pit and/or Movie Theater you are required to have an additional VESTA Staff member present through the event at a rate to be determined by the on-site Amenity Manager in conjunction with VESTA. All checks will be payable to Amenity Management Group. This staff member is responsible for the facilities movie equipment and control and extinguishing of the Campfire Pit.
- Patrons must comply with all State, County, and City Fire Codes, and will be subject to local authority should these be violated.
- Beverages are allowed if contained in non-breakable containers with screw top or sealed lids. No glass containers are permitted in the area. Alcoholic beverages are not permitted.
- Children under the age of ten (10) are not allowed to use the Facility unless accompanied by an adult Patron. All other minors must have a photo ID.
- You must be a "Patron" of the District in order to reserve this facility and at least eighteen (18) years of age.
- The maximum amount of guest for the facility is seventy-five (75) at any one time.
- You may not reserve or rent any other facility in conjunction with this facility at the same time.

### **GENERAL PURPOSE ATHLETIC FIELDS**

Patrons reserve the large general-purpose athletic field (Soccer Field) or various open athletic fields surrounding the Camp Heritage Amenity Center by submitting a request to the District Manager for approval by the Board of Supervisors at a Board Meeting. These fields are open to all Patrons for use from dawn to dusk, seven (7) days a week. These fields are not to be used for events other than athletic events, Board approved reservations, or District sponsored events.

Should you have any questions regarding this policy please contact the District Manager or the Camp Heritage Amenity Center. Alcoholic beverages are not permitted on the Athletic Fields.

### **FISHING POLICY**

Patrons may fish from any Lake within the Heritage Landing Community Development District (the “Lakes”). We ask that you respect your fellow landowners and access the Lakes through the proper access points. No watercrafts of any kind are allowed in the Lakes. If this policy is violated, you will be reported to the local authorities. Swimming is also prohibited in any of the Lakes. Please use the pools at the Amenity Center for swimming. Heritage Landing has a catch and release policy for all fish caught in the Lakes. The Lakes are not intended for anything but catch and release, as they are mostly retention ponds and man-made lakes. The purpose of the Lakes is to help facilitate the District’s natural water system for run off and overflow. The Lakes are not to State code for keeping your catch so please protect yourself and our fish population and return them to the water. Alcoholic beverages are not permitted on District property, including Lake Banks.

### **FACILITY RENTAL POLICIES**

Patrons may reserve for rental certain portions of the Camp Heritage Amenity Center for private events. Only one (1) room or portion of the Camp Heritage Amenity Center is available for rental during regular hours of operation and reservations may not be made more than four (4) months prior to the event. In addition, each household may rent a portion of the Camp Heritage Amenity Center only four (4) times per calendar year. Persons interested in doing so should contact the Amenity Center Manager regarding the anticipated date and time of the event to determine availability.

Please note that the Camp Heritage Amenity Center is unavailable for rental or private events on the following holidays:

**Easter Sunday**  
**4<sup>th</sup> of July (\*)**  
**Thanksgiving**  
**Christmas Day**  
**New Year’s Day**

**Memorial Day (\*\*)**  
**Labor Day (\*\*\*)**  
**Christmas Eve**  
**New Year’s Eve**

- (\*) If the 4<sup>th</sup> of July falls on a Monday or Friday, Weekend Rentals will be **restricted** to only one (1) rental or private event per area per weekend day.
- (\*\*) Rentals or private events will be **unavailable** on Memorial Day Weekend (Saturday, Sunday & Monday).
- (\*\*\*) Rentals or private events will be **restricted** to only one (1) rental or private event per area per weekend day.

(1) *Available Facilities:* The following areas of the Camp Heritage Amenity Center are available for private rental (capacity; rental fee established by rule) for up to four (4) total hours (including set-up and post-event cleanup):

Heritage Room (50; \$50.00)  
Outdoor Patio Room (20; \$25.00)  
Pool Shade Pavilion (during facility hours only) (20; \$25.00)  
Picnic Pavilion (25; \$25.00)

**The pool and pool deck area of the Camp Heritage Amenity Center is not available for private rental and shall remain open to other Patrons and their guests during normal operating hours.**

**The Patron renting any portion of the Camp Heritage Amenity Center shall be responsible for any and all damage and expenses arising from the event.**

- (2) *Reservations:* Patrons interested in reserving a room must submit to the VESTA Manager a completed Facility Use Application. At the time of approval, two (2) checks or money orders (no cash) made out to the *Heritage Landing Community Development District* should be submitted to the Amenity Manager in order to reserve the room. One (1) check should be in the amount of the room rental fee and the other check should be in the amount of Two Hundred Dollars (\$200.00) as a deposit. An additional deposit of Three Hundred Dollars (\$300.00) will be required for all approved events serving alcoholic beverages. Checks will be payable to Heritage Landing Community Development District. The Camp Heritage Amenity Center Manager will review the Facility Use Application on a case-by-case basis and has the authority to reasonably deny a request. Denial of a request may be appealed to the District's Board of Supervisors for consideration.
- (3) *Staffing:* During the Camp Heritage Amenity Center's operating hours in which an VESTA staff member is present, private events held in the Heritage Room with twenty-five (25) persons or less are not required to pay for an additional staff person unless otherwise required by the District.  
**For events in excess of twenty-five (25) persons with a max of fifty (50) persons, additional staff will be required at a rate to be determined by the on-site Amenity Manager in conjunction with VESTA. Checks will be payable to Amenity Management Group.**
- (4) *Deposit:* As stated above, deposit in the amount of Two Hundred Dollars (\$200.00) is required by the time the reservation is approved. To receive a full refund of the deposit, the following must be completed:

- Ensure that all garbage is removed and placed in the dumpster.
- Remove all displays, favors or remnants of the event.
- Restore the furniture and other items to their original position.
- Wipe off counters, tabletops and sink area.
- Replace garbage liner.
- Clean out and wipe down the refrigerator, and all cabinets and appliances used. Clean any windows and doors in the rented room.
- Ensure that no damage has occurred to the Camp Heritage Amenity Center and its property.

If additional cleaning is required, the Patron reserving the room will be liable for any expenses incurred by the District to hire an outside cleaning contractor. In light of the foregoing, Patrons may opt to pay for the actual cost of cleaning by a professional cleaning service hired by the District. The Camp Heritage Amenity Manager shall determine the amount of deposit to return, if any.

(5) *General Policies:*

- Patrons are responsible for ensuring that their guests adhere to the policies set forth herein.
- **Rooms may be rented outside of the regular hours of operation of the facility. Please see the on-site Amenity Manager with VESTA for details relating to additional rental cost, staffing cost/availability, and facility availability. Please note all Facility Rental Policies remain enforce for these special circumstances and the District has final say in these matters.**
- The volume of live or recorded music must not violate applicable St. Johns County noise ordinances.
- No glass, breakable items or alcohol are permitted in or around the pool deck area.
- Additional Event Liability insurance coverage in the amount of Five Hundred Thousand Dollars (\$500,000) will be required for all events that are approved to serve alcoholic beverages. This policy also pertains to certain events the District determines should require additional Event Liability coverage on a case by case basis to be reviewed by the District Manager or Board of Supervisors. The District is to be named on these policies as an additional insured.
- The Board of Supervisors or District Manager has the right to waive room rental fees and usage limits that do not exceed the fire code for private rentals, events, or activities they have reviewed on a case by case basis at the request of the Amenity Center Manager, District Manager or any Patron.

**COMMUNITY SOCIAL MEETING & ACTIVITIES POLICIES**

1. "Community Use" shall mean social meetings and activities for only Patrons including, but not limited to, book clubs, gardening clubs, and photography clubs. Community Use social meetings or activities must: 1) be open and available to all Patrons, 2) not-for-profit, 3) free of charge to Patrons attending, and 4) limited to one meeting or activity per month for each group. Community Use does not include private events by invitation only such as a birthday or graduation party. The District reserves the right, in its sole discretion, to cancel a group's reservation for any reason whatsoever. Provided, however, unless such cancellation is for emergency purposes, a reservation shall not be cancelled without providing the group at least 30 days prior notice.
2. Generally, only one (1) room or portion of the Amenity Facility is available for Community Use (or rental) at any given time. Recurring events may be approved at the discretion of the Amenity Manager.

3. Available Facilities: The following areas of the Amenity Facility are available for Community Use for up to four (4) total hours (including set-up and post-event cleanup): The Heritage Room; the Outdoor Patio; the Shade Pavilion; and the Picnic Pavilion.
4. Complete the "Heritage Landing Community Use Application Form" with amenity staff.
5. For Community Use, rental fees shall be waived; however, a refundable damage and cleaning deposit of One Hundred and Fifty Dollars (\$150.00) shall be required for as long as the particular group takes advantage of the Community Use. At the time of reservation, one (1) check or money order made out to the Heritage Landing Community Development District shall be submitted to the Amenity Manager in order to reserve the desired area of the Amenity Facility.
6. The Patron reserving any portion of the Amenity Facility for Community Use shall be responsible for any and all damage and expenses arising from the event. If additional cleaning of Amenity Facilities is required for a Community Use event, the Patron signing the Facility Use Application for the Amenity Facility will be liable for any expenses incurred by the District to perform the cleaning. The Amenity Manager shall determine the amount to deduct from the deposit, if any, and shall notify the Patron of the amount needed to replenish the deposit to the \$150.00 required level. Should the damage and/or expense exceed \$150.00, the Patron shall be responsible to pay to the District all amounts in excess of \$150.00 in addition to \$150 to replenish the required deposit.
7. Staffing: During the Amenity Facility's operating hours during which Amenity Facility Staff is present, Community Use events with twenty-five (25) persons or less are not required to pay for additional staff unless otherwise required by the District. For Community Use events in excess of twenty-five (25) people during operating hours, or for events after operating hours, additional staff may be determined necessary at a rate set by the Amenity Manager.

**SUSPENSION AND TERMINATION RULES**  
**OF PATRON PRIVILEGES**  
**Adopted September 21, 2017**

- 1) Privileges at the Amenity Center may be subject to suspension or termination in the sole discretion of the Board of Supervisors if a Patron:
  - Submits false information on the application for a Facility Access Card.
  - Permits unauthorized use of a Facility Access Card.
  - Exhibits unsatisfactory behavior, deportment or appearance.
  - Fails to abide by the rules and policies established for the use of facilities.
  - Treats Amenity Center Staff in an unreasonable or abusive manner.
  - Engages in conduct that is improper or likely to endanger the welfare, safety or reputation of the Amenity Centers or Amenity Center Staff.
  - Is arrested while on the premises of the Amenity Center.

Such suspension or termination may, in the Board of Supervisor's sole discretion, apply to only the person who committed the act or to all individuals living in the same household as the violator. Any Patron whose privileges have been suspended or terminated is entitled to appeal such suspension or termination to the Board of Supervisors, whose determination on appeal shall be final.



(2) Amenity Center Staff may at any time remove any Patron or guest from the Amenity Facilities when such action is necessary to protect the health, safety and welfare of other Patrons and their guests, or to protect the District's facilities from damage.

(3) At the discretion of the Amenity Center Manager and District Manager, privileges are subject to temporary suspension until the next scheduled Board of Supervisors meeting at which time, the Board will be presented with the facts surrounding the event. The Board will then make a determination of the length of the suspension and may choose to terminate privileges. Such suspension or termination may, in the Board of Supervisor's sole discretion, apply to only the person who committed the act or to all individuals living in the same household as the violator. Any Patron whose privileges have been suspended or terminated is entitled to appeal such suspension or termination to the Board of Supervisors, whose determination on appeal shall be final.

(4) Notwithstanding the foregoing, at any time a Patron is arrested for an act committed, or allegedly committed, while at any District Facility the Patron shall have all amenity privileges suspended until the next Board of Supervisors meeting. The Board will then make a determination of the length of the suspension and may choose to terminate privileges. Such suspension or termination may, in the Board of Supervisor's sole discretion, apply to only the person who committed the act or to all individuals living in the same household as the violator. Any Patron whose privileges have been suspended or terminated is entitled to appeal such suspension or termination to the Board of Supervisors, whose determination on appeal shall be final.

### **Recreational Vehicle and Watercraft Facility Policies**

#### **Definitions**

**Recreational Vehicle** – Any vehicle defined as the following: Motor Home, Pop-up Camper, Motor Coach, Motorcycles, Off-Road Bikes or Vehicles. If Motor Homes or Campers are not self-operated, they must be on a trailer. Any trailer without an approved vehicle must store recreational equipment only and is subject to a visual inspection. All motor bikes, off-road bikes or vehicles must be on a trailer at all times while in the storage facility.

**Watercraft** – Any watercraft defined as the following: Any type of boat or jet ski that meets the size requirements on a trailer. Watercraft must be on a trailer at all times.

#### **User Fee Structure**

- 1) Fees shall be as set by the Board of Supervisors for the District and will go from November 1<sup>st</sup> to October 31<sup>st</sup> of each year.
- 2) The annual user fee for a person owning property in the District, or non-resident fee payers within the District to store a Recreational Vehicle (RV) or Watercraft (Boat/Jet Ski) will be the following as of September 21, 2017:

- a. **Spaces under 30 feet in length will be \$390.00 per year**
  - b. **Spaces 30 feet to 43 feet in length will be \$585.00 per year**
  - c. **Space #49 which is 56 feet in length will be \$780.00 per year**
- 3) Storage is allotted for twelve (12) months from the date of the license and will automatically renew at the end of term for another twelve (12) months, unless the user provides thirty (30) day written notice to the District prior to the annual renewal date.
  - 4) There will be a prorated monthly refund for storage fees if you terminate your license early or are asked to remove your RV or Watercraft from the facility by the Board of Supervisors for violation of facility policies. Users may terminate their license at anytime upon providing the District with a thirty (30) day written notice.
  - 5) Fees are due in full at license signing. Annual renewal fees will be due on the 1<sup>st</sup> day of the month in which the license term renews. There will be a Ten Dollar (\$10.00) late payment fee after the 1<sup>st</sup> of the month. If full payment is not received by the 5<sup>th</sup> business day of that month then the license agreement and space will be made available to the next person on the waiting list.
  - 6) The Board of Supervisors has the right to cancel any person's license that no longer owns property in the District or is no longer a non-resident fee payer of the District.

### **Eligibility for and Allocation of Storage**

- 1) Only one (1) storage space may be rented at any one time by persons owning property in the District, or non-resident fee payers in the District.
- 2) Persons leasing from persons owning property in the District may only use a storage space under contract to persons owning property.
- 3) Storage space will be allocated on a first come first serve basis.
- 4) Should facility be filled to capacity then a waiting list will be established on a first come first served basis, and you will be contacted once a space opens.
- 5) Should persons renting a spot choose to leave or not renew at the end of the license, then the next person on the waiting list will be offered the license agreement and space, paying the required fees at time of license.
- 6) Eligibility will only be open to current RV or Watercraft owners at time of license. You must present to the facility staff proof of registration or ownership prior to being allocated a storage space in the facility. Each year upon renewal you must show proof of ownership your RV or Watercraft to facility staff.

### **General Facility Provisions**

- 1) This facility is for RV's and Watercraft (Boats/Jet Skis) only.
- 2) The Board of Supervisors or District Staff has the right to terminate your license if you have not responded to policy violations within thirty (30) days after receiving the written notice of the violations. You will be refunded the remaining amount of your license and given one (1) week to remove your RV or Watercraft. After one week it will be towed at the owner's expense.
- 3) Persons are not permitted to work on RV's or Watercraft within the storage facility at anytime.
- 4) You must have a wood block under the stand on your trailer at all times will parked in the facility. They can be acquired at the Camp Heritage Amenity Center Office.

- 5) Persons are permitted to use covers on RV's and Watercraft within the storage facility.
- 6) All required RV's and Watercraft must be on a tow trailer while in the storage facility.
- 7) No electric or water service will be provided at the storage facility by the District.
- 8) The Heritage Landing Community Development District, the Board of Supervisors, and the Camp Heritage Staff can not guarantee security of RV's or watercrafts stored and does not accept responsibility for loss or damage due to theft, vandalism or any other cause.
- 9) The Camp Heritage Staff and District Employees are not on site to assist RV and Watercraft owners.
- 10) Smoking, and the use of alcohol, is prohibited at the storage facility. Firearms are also prohibited on all District property and facilities.
- 11) You may not store any of the following items in or on your RV or Watercraft in the storage facility: Flammables of any kind, drugs, hazardous items or waste, any living thing, and any item deemed inappropriate by the District Manager or the Facility Staff.
- 12) Persons are responsible for tying down their RV's and Watercrafts and may be held responsible if their property damages another person's property.
- 13) The District strongly advises persons to insure their RV or Watercraft. There will be NO security staff for the storage facility.
- 14) There is a motorized gate at the entrance to the storage facility. The gate can be opened by a clicker, which shall be issued by the District. Each space in the storage facility is entitled to one clicker. At the time of issuance, the license holder shall execute a document evidencing receipt of the clicker and agreeing to pay, upon loss of or damage to the clicker, the District's actual replacement costs.

### **Lake, Pond, and Bridge Policy**

#### **General Policies:**

- Please note that swimming and boating is prohibited in all lakes/ponds and other bodies of water on Heritage Landing property.
- Jumping or diving from the bridge located near the Camp Heritage Amenity Center is always prohibited. Swimming will only be permitted at the Camp Heritage Amenity Center. This is for your safety and the legal protection of the District.
- Continued violation of this policy will result in the immediate reporting to local law enforcement authorities.

### **Natural Buffer Areas Policy Statement** **Amended, 4-14-09**

The following is the policy statement of the District as it regards the natural tree protection, wetland and upland buffer areas that are scattered in large numbers throughout the Community. The policy statement is consistent with the policies of other governments including St. Johns County, Army Corps of Engineers (ACOE) and/or St. Johns River Water Management District (SJRWMD) as it regards their natural, conservation tree protection and wetland conservation/preservation areas:

The natural areas are not intended to be maintained. These areas are to be left untouched to allow for nature to take its normal course. Vegetation that dies including, but not limited to trees are left to fulfill their role in nature's process.

Trees, within or immediately adjacent to these areas, that have died or are unhealthy and appear to pose a threat of falling and damaging an abutting property owner's property may be addressed in the following ways: 1) After written notification to the District Manager, if the District believes that the trees do in fact pose a threat of falling and damaging an abutting property owner's property and that addressing the trees is in the District's best interest, then the District, in its absolute discretion, may address the trees. 2) If, after notice to the District, the District decides that it is not in its best interest to address the trees, the trees may be addressed by the abutting property owner after securing permission to remedy the situation from the CDD and all required permits from all authorities having jurisdiction including St. Johns County, ACOE and/or SJRWMD. Such abutting property owner must initially contact the CDD for permission to address the removal or remediation of the threatening situation and shall then be responsible for any needed permitting or review by St. Johns County, ACOE, and/or SJRWMD. Permitted trimming and/or removal, where warranted, shall be done at the expense of the abutting property owner. The goal is to minimize disturbance to these areas.

In the event that a tree does fall onto another's property, that property owner has the right to cut back or limb the tree as necessary to their individual property line. The rest of the tree is to be left as is. This would also pertain to normal maintenance, which would allow an owner to trim

back any encroaching vegetation to their property line. Unless otherwise approved in accordance with the foregoing policy, no one is allowed to encroach into the natural areas for any reason, from maintenance to placement of personal property of any kind.

The above policy statement may be amended as the District Board of Supervisors deems necessary.

### **Special Use Sign Policy** **Amended 10-8-2015**

#### **General Policies:**

- Special Use Signs that are approved to be displayed on common property shall consist exclusively of the following: Open House, Yard/Garage Sale and/or Private Directional Signage within Heritage Landing CDD.
- Each Sign must be limited to four (4) square feet in size.
- Signs may have wording on one or both sides.
- Signs shall not have anything attached to them such as, but not limited to, balloons and streamers.
- Each Sign must be displayed by a metal or wood stand, not to exceed a total of three (3) feet in height.
- This policy applies only to CDD owned property and any signs posted within the County right-of-way are subject to the County's rules, regulations and policies governing such signs.
- Signs shall not be attached, by any means, to streetlight poles, CDD owned structures, CDD owned signage and/or corner street signs.

- Signs shall only be placed one (1) day before the event and shall be removed immediately after the completion of the event.
- Any Sign left unattended will be removed and thrown away by the CDD staff.
- Any person responsible for posting a sign in violation of this policy shall be responsible for the cost of repairing any damage caused by such violation.
- For enforcement purposes, it shall be assumed that the person conducting the event related to the sign was responsible for the sign's posting.

The above polices were amended and adopted by the Board of Supervisors for the Heritage Landing Community Development District on this day the 8th of October 2020.

ATTEST:

**HERITAGE LANDING COMMUNITY  
DEVELOPMENT DISTRICT**

  
\_\_\_\_\_  
Secretary/Assistant Secretary

  
\_\_\_\_\_  
Chairman/Vice-Chairman, Board of Supervisors