



GRAND  HAVEN

The word 'GRAND' is on the left and 'HAVEN' is on the right, both in a black, serif font. In the center, between the two words, is a circular emblem containing a detailed illustration of a tree with a thick trunk and a full canopy of leaves.

Advanced Meeting Package

Regular Meeting

*Thursday
April 18, 2024
9:00 a.m.*

*Location:
Grand Haven Room
Grand Haven Village Center
2001 Waterside Pkwy,
Palm Coast, FL 32137*

*Note: The Advanced Meeting Package is a working document and thus all materials are considered **DRAFTS** prior to presentation and Board acceptance, approval, or adoption.*

Grand Haven Community Development District

250 International Parkway, Suite 208
Lake Mary, FL 32746
321-263-0132

Board of Supervisors
Grand Haven Community Development District

Dear Board Members:

The Regular Meeting of the Board of Supervisors of the Grand Haven Community Development District is scheduled for **Thursday, April 18, 2024, at 9:00 a.m.** at the **Grand Haven Room**, at the **Grand Haven Village Center**, located at **2001 Waterside Parkway, Palm Coast, Florida 32137**.

An advanced copy of the agenda for the meeting is attached along with associated documentation for your review and consideration. Any additional support material will be distributed at the meeting.

Should you have any questions regarding the agenda, please contact me at (321) 263-0132 X-193 or dmcinnes@vestapropertyservices.com. We look forward to seeing you at the meeting.

Sincerely,

David McInnes

David McInnes
District Manager



Community Development District

Meeting Date: Thursday, April 18, 2024 Ways to Follow Zoom – Listen
Time: 9:00 AM Meeting: Only
Location: Grand Haven Room, at the Call-in Number: +1 (929) 205-6099
Grand Haven Village Meeting ID: 705 571 4830#
Center, located at 2001
Waterside Parkway, Palm
Coast, Florida 32137

Agenda

- I. Call to Order/ Roll Call**
- II. Pledge of Allegiance**
- III. Audience Comments** – *(limited to 3 minutes per individual for agenda and non-agenda items)*
- IV. Presentation of Proof of Publication(s)** [Exhibit 1](#)
- V. Staff Reports**
 - A. District Engineer: David Sowell – 5mins. Allotted
 - B. Amenity Manager: John Lucansky – 5mins. Allotted [Exhibit 2](#)
 - C. Operations Manager: Barry Kloptosky
 - 1. Presentation of Capital Project Plan Tracker – 5mins. Allotted [Exhibit 3](#)
 - 2. Monthly Report – 10mins. Allotted [Exhibit 4](#)
 - D. District Counsel: Scott Clark – 15mins. Allotted [Exhibit 5](#)
 - E. District Manager: David McInnes
 - 1. Meeting Matrix – 5mins. Allotted [Exhibit 6](#)
 - 2. Action Item Report – 5mins. Allotted [Exhibit 7](#)
 - 3. Summary of OM Annual Evaluation – 5mins. Allotted
- VI. Consent Agenda Items – 5mins. Allotted**
 - A. Consideration for Acceptance – The March 2024 Unaudited Financial Report – *To Be Distributed* [Exhibit 8](#)
 - B. Consideration for Approval – The Minutes of the Board of Supervisors Workshop Meeting Held March 7, 2024 – *To Be Distributed* [Exhibit 9](#)
 - C. Consideration for Approval – The Minutes of the Board of Supervisors Regular Meeting Held March 21, 2024 – *To Be Distributed* [Exhibit 10](#)
 - D. Consideration for Approval – The Minutes of the Audit Committee Meeting Held March 21, 2024 [Exhibit 11](#)

VII. Public Hearing – Amending Amenity Rules

- A. Open the Public Hearing
- B. Presentation of Amended Amenity Rules
- C. Public Comments
- D. Close the Public Hearing

[Exhibit 12](#)

- E. Consideration & Adoption of **Resolution 2024-10**, Amended Rules, Policies, & Fees – 5mins. Allotted

[Exhibit 13](#)

VIII. Business Items

- A. Consideration of Café Renovation RFP – continued – 15mins. Allotted

IX. Discussion Topics

- A. FY 2025 Proposed Budget – continued – 15mins. Allotted
- B. Revisions to the Code of Conduct – 20mins. Allotted

X. Supervisors’ Requests – 10mins. Allotted

XI. Action Items Summary – 5mins. Allotted

XII. Meeting Matrix Summary – 5mins. Allotted

XIII. Adjournment

EXHIBIT 1

**GRAND HAVEN COMMUNITY DEVELOPMENT DISTRICT
NOTICE OF BOARD OF SUPERVISORS REGULAR MEETING**

Notice is hereby given that a regular meeting of the Board of Supervisors of the Grand Haven Community Development District (the "**District**") will be held on Thursday, April 18, 2024, at 9:00 a.m. at the Grand Haven Village Center, Grand Haven Room, 2001 Waterside Parkway, Palm Coast, Florida 32137. The purpose of the meeting is to discuss any topics presented to the board for consideration.

Copies of the agenda may be obtained from the District Manager, Vesta District Services, 250 International Parkway, Suite 208, Lake Mary, Florida 32746, Telephone (321) 263-0132, Ext. 193.

The meeting is open to the public and will be conducted in accordance with the provisions of Florida law for community development districts. The meeting may be continued in progress without additional notice to a date, time, and place to be specified on the record at the meeting. There may be occasions when Staff and/or Supervisors may participate by speaker telephone.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in the meeting is asked to advise the District Manager's office at least forty-eight (48) hours before the meeting by contacting the District Manager at (321) 263-0132, Ext. 193. If you are hearing or speech impaired, please contact the Florida Relay Service at 711, for assistance in contacting the District Manager's office.

A person who decides to appeal any decision made at the meeting, with respect to any matter considered at the meeting, is advised that a record of the proceedings is needed and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which the appeal is to be based.

Grand Haven Community Development District

David McInnes, District Manager
(321) 263-0132, Ext. 193

April 11, 2024

24-00113F

**NOTICE OF RULE MAKING BY
THE GRAND HAVEN COMMUNITY DEVELOPMENT DISTRICT
FOR ADOPTING AMENDMENTS TO AMENITY RULES**

A public hearing will be conducted by the Board of Supervisors of the Grand Haven Community Development District (“District”) on **April 18, 2024, at 9:00 a.m.** at the Grand Haven Room, Grand Haven Village Center, 2001 Waterside Parkway, Palm Coast, Florida 32137.

The public hearing will provide an opportunity for the public to address proposed amendments to the District’s ***Rules, Policies and Fees for All Amenity Facilities***. Specific legal authority for the rule includes Sections 190.011(5), 190.012(3), 120.54, and 120.81, Florida Statutes (2023).

Any person who wishes to provide the District with a proposal for a lower cost regulatory alternative as provided by Section 120.541(1), Florida Statutes (2023), must do so in writing within twenty-one (21) days after publication of this notice. The public hearing may be continued to a date, time, and place to be specified on the record at the hearing.

If anyone chooses to appeal any decision of the District’s Board with respect to any matter considered at the hearing, such person is required to have a verbatim record of the proceedings including the testimony and evidence upon which such appeal is to be based and should ensure that such a record is made accordingly. Any person requiring special accommodation at this meeting because of a disability or physical impairment should contact the District Manager at the address and number below.

A copy of the proposed rule may be obtained by contacting the District Manager at 250 International Parkway, Suite 208, Lake Mary, FL 32746, (321) 263-0132 ext. 193, or by email at dmcinnes@dpgmc.com.

March 14, 2024

24-00078F

NOTICE OF PUBLIC HEARING BY

GRAND HAVEN COMMUNITY DEVELOPMENT DISTRICT

In accordance with Chapters 190 and 120, Florida Statutes, the Grand Haven Community Development District (“District”) hereby gives notice of its intention to develop proposed amendments to the District’s ***Rules, Policies and Fees for All Amenity Facilities***. The purpose and effect of the amendment is to provide for efficient and effective District facility operations. Specific legal authority for the proposed amendment includes Sections 190.011(5), 190.012(3), 120.54, and 120.81, Florida Statutes (2023).

A copy of the proposed amendments may be obtained by contacting the District Manager at 250 International Parkway, Suite 208, Lake Mary, FL 32746, (321) 263-0132 ext. 193, or by email at dmcinnes@dpfgmc.com (“District Office”). A public hearing will be conducted by the Board of Supervisors of the Grand Haven Community Development District (“District”) on **April 18, 2024 at 9:00 a.m.** at the Grand Haven Room, Grand Haven Village Center, 2001 Waterside Parkway, Palm Coast, Florida 32137.

If anyone chooses to appeal any decision of the District’s Board with respect to any matter considered at the hearing, such person is required to have a verbatim record of the proceedings including the testimony and evidence upon which such appeal is to be based and should ensure that such a record is made accordingly. Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this hearing is asked to advise the District Office at least 48 hours before the meetings. If you are hearing or speech impaired, please contact the Florida Relay Service at 1 (800) 955-8770, which can aid you in contacting the District Office.

District Manager

Grand Haven Community Development District

March 21, 2024

24-00086F

EXHIBIT 2



Monthly Amenity Update

Date of report 4/10/2024

Submitted by: **John Lucansky**

Amenities:

➤ Update:

- March was a very busy month.
 - **311 guest passes were issued.**
- April will continue to bring many guests; staff is preparing for the increase. Resident I.D. cards checked. Guest passes will be issued and checked, extra daily facility checks will be completed (ex: bath houses, courts, ...).
- **Resident ID checks** have gone very smoothly. As of 4/9 only one resident didn't bring their card.
- Upcoming Events:
 - Pickleball Fest was held Saturday April 6th.
 - Event went very well
 - GHWC Tennis tournament is scheduled for Saturday April 20th
 - Murder Mystery dinner show is planned for Saturday April 27th

Café:

- Special/Monthly Events
 - Bingo was fully attended (100 participants) -all residents asked to produce I.D. cards at the door-no issues to report.
 - Trivia was very well attended, 100% capacity.
 - Name That Tune was held 3/28, we were at 75% capacity for the event.
 - *Kids Easter Egg Hunt was held on Saturday 3/30 at the Village Center -on the grassy area by Bocce courts.*

- 100 kids participated. 2000 eggs were given out, along with marshmallow peeps and chocolate bunnies.

- **Café Online Ordering:**

- Online orders have been steadily increasing each month.
 - July - 30 orders
 - August – 60 orders
 - Sept – 80 orders
 - October -110 orders
 - November -120 orders
 - December- 100 orders

 - January2024 -120 orders
 - February 2024 -130 orders
 - **March 2024 -180 orders** (Increase in pool side orders)

Bocce:

- The Spring Bocce league started March 6th and is going very well.
 - Expanding the league to 6 hours/day, 2/days a week (Wednesday and Thursday) increasing participants to 128.

 - Bocce court has QR code online ordering for food and drink.
 - Delivery only when the league is playing.
 - 4 high top cocktail tables have been purchased for bocce courts.
 - ***Established resident groups still have their times on Monday, Tuesdays, and Saturdays***

Tiki Hut:

- Tiki Hut opening is scheduled for Sunday May 26th. Live music will be provided.

Tennis Courts:

- Courts are receiving their daily grooming.
 - No issues to report.
- Clay was added to courts 1 and 2.

Tennis Instructor:

- Brian has offered a beginners tennis clinic. Amenity office sent out an eblast and the clinic filled up in under a week.

Amenities quality checks and reporting:

- We continue to monitor and check all amenities.
- We introduced the QR codes so the facilitators must physically go to the amenities (restrooms, tennis courts, etc...) scan the code and enter all required information. Below are some examples of the reports.
- *The facilitators also have a QR code for any issues/repairs that need to be reported to the CDD office-I checked these daily and forward them to CDD office staff. This ensures no delays in reporting.*

EXHIBIT 3

**GRAND HAVEN
COMMUNITY DEVELOPMENT DISTRICT
FY2023/2024 CAPITAL IMPROVEMENT PLAN PROJECT TRACKER
04/08/2024**

Line	Description	Budgeted Cost	Variance (+/-)	Invoiced Amount	Final Cost	Comments/Notes	Completed
1	Concrete Curb and Gutter Replacement	\$150,723		\$31,715		Contract executed for next round of repairs.	
2	Concrete Replacement, Sidewalk Repair	\$50,565		\$5,495		In progress.	
3	Firewise Projects	\$49,593		\$24,680		In progress.	
4	Light Pole & Fixture - Replacement	\$30,874	-\$38	\$30,836	\$30,836	Streetlights delivered and will be installed by CDD staff.	
5	Pond Bank Erosion Issues	\$30,000		\$13,500		Contract executed. Scheduled to begin end of April 2024.	
6	Flat Roof - Village Center (VC)	\$30,006				Contract being executed.	
7	Front Street Circle Repair	\$30,006		\$5,688		Scheduled to begin in May 2024	
8	Maint, Utility Vehicle, Golf Cart (VC)	\$18,000	-\$6,515	\$11,485	\$11,485	Delivered and in use.	x
9	Architect, Café Renovation, 1 X - (VC)	\$56,275		\$39,231		Plans presented at 1/18/24 meeting.	
10	Café, Renovation Allowance - (VC)	\$301,636				Contractor bids received on 3/12/24.	
11	Lake Aerator (Annual)	\$37,918		\$37,629		Ponds 2 & 9 complete. Ponds 6 and 20 to be scheduled.	
12	Landscape Enhancements (Annual)	\$56,275		\$41,985		In progress.	
13	Mailbox Replacement	\$16,882	-\$3,390	\$13,492	\$13,492	Keys distributed and mailboxes in use.	x
14	Spa Equipment, Heater	\$10,130	-\$5,230	\$4,900	\$4,900	Delivered and installed at Creekside.	x
15	Server	\$17,018	\$68	\$17,085	\$17,085	New server installed 11/03/2023.	x
16	Totals:	\$885,901	-\$15,105	\$277,721	\$77,798		

EXHIBIT 4



Operations Supervisor's Report – For The April 18th, 2024, Board Meeting

(This Report Was Submitted For The Agenda On 04/10/2024)

○ **MAILBOX REPLACEMENTS**

- The next round of mailbox replacements will be on Flamingo Court and Tanglewood Court.
- Installation is complete.
- Keys have been distributed to the residents and the new mailboxes are in use.

○ **POND BANK EROSION ISSUES**

- 3 locations have been identified for repair.
- The contract has been fully executed.
- The project is scheduled to begin the last week of April 2024.

○ **POND AERATOR PROPOSALS**

- Aerator installations were approved for ponds 2, 6, 9 and 20.
- The installation of the solar aerator on Pond 2 is complete.
- The installation of the aerator on Pond 9 is complete.
- The equipment has been ordered for Pond 20 and Pond 6.

○ **LIGHT POLE AND FIXTURE REPLACEMENTS**

- 12 streetlights for replacement in this fiscal year have been identified and ordered.
- The streetlights have been delivered and will be installed by CDD staff.

○ **FRONT STREET CIRCLES – LANDSCAPE REPAIR**

- Proposals are being drafted.
- Project scheduled to begin 1st week of May 2024.

○ **CREEKSIDE GYM IMPROVEMENTS**

- The walls have been painted, fans lifted, and unnecessary signs removed.
- A new barbell set was delivered and installed.
- Replacement yoga balls, foam rollers, floor mats, storage cubby, digital scale, coat hooks, and trash can have all been delivered and installed.
- Bathroom walls repaired and painted.
- All work was completed by CDD staff.

○ **NEW AED MACHINE**

- A new AED machine has been installed at the rear croquet courts at Creekside.
- AED machines are also located at the Creekside gym, the Village Center gym, and near the Village Center tennis and pickleball courts.

○ **CAFÉ RENOVATION PROJECT**

- The architect gave a presentation to the Board at the July 20th Board meeting which included the conceptual drawings, scope of work, and cost projections for the café renovation project. 08/09/2023
- The Board approved the architect's phase 2 design proposal for the completion of the design drawings for permitting, bidding, and construction. 8/09/2023
- Staff had a zoom meeting with the design architect to review the first draft of the design drawings on 09/20/2023.
- Staff had an onsite meeting with the engineers to verify dimensions and answer questions related to completing the construction drawings on 10/09/2023.
- Staff met with the architect on 11/21/2023 to review the 60% completed design drawings.
- The 100 % completed design drawings are scheduled to be presented to the Board at the January regular board meeting.
- The Board approved the design drawings that were presented and authorized staff to move forward with the bidding process.
- Project bids were received on 03/12/2024.
- The Board will consider the café renovation proposal at the April 18th Board meeting.

EXHIBIT 5

GRAND HAVEN MEETING ATTORNEY REPORT LIST (4/18/24)

1. Condominium Destruction Letter

At the Board's direction, the attached letter was sent to the owner of the Condominium project adjacent to the damaged tree. No response has been received as of the date of the agenda preparation.

2. RFP for Waterside Café

This is ongoing and will be discussed at the April meeting. A form of contract and general conditions was prepared for the RFP package and will be able to be completed quickly if the board awards the project.

3. Amenity Rule Amendments

A draft rule amendment is prepared and with the public hearing materials in the agenda. The amendment incorporates discussion from the February and March board meetings.

4. Pond Banks

This report includes some historical information about the CDD's pond bank programs. A memorandum that we produced in 2014 discussed the interaction of HOA declaration provisions and the CDD's pond bank rules. Another document included is the stormwater rule adopted by the CDD, including maintenance and enforcement provisions.

Questions were posed to us from the workshop in April, which are answered below:

By law, can only the HOA do exams? No, nothing prohibits the CDD from inspecting its own property or private property which is subject to CDD rules.

Can only the HOA fine? There are a few CDD's that have implemented a fine procedure, relying on provisions in adopted rules. I do not believe there is clear authority for this process. HOA's, on the other hand, have clear statutory fining procedures. Cities and Counties are authorized to levy fines for code violations, but no such power is contained in Chapter 190. I do believe, however, that the CDD can levy special assessments particular to one or more property owners if the CDD performs work that benefits those properties in particular. I also have taken the position that the CDD can charge user fees under Fla. Stat. §190.035 to recover costs associated with the operation of its facilities.

Can an outside firm be hired to do exams if the CDD cannot? Not applicable

Can the CDD partially take over the landscaping of the ponds and bill homeowner if they are in noncompliance? I believe a program like this could be implemented with careful thought and documentation

Can we hire one landscape company to maintain all residential properties, paid for by residents? Depends on who "we" is. The CDD cannot provide for the maintenance of residential properties. Whether the HOA can adopt such a program is not for me to opine. However, if the HOA desired to do that, the CDD could enter into an agreement so that the CDD tracts around ponds could be maintained in the same contract.



CLARK & ALBAUGH

PROFESSIONAL LIMITED LIABILITY COMPANY

Scott D. Clark, Esq.

March 29, 2024

Michael D. Chiumento III
145 City Place, Suite 301
Palm Coast, Florida 32164

RE: Zander Development Group, LLC ("Zander") / Grand Haven CDD ("CDD")

Dear Michael:

I am writing in further response to your letter of January 24, 2024 and my email of March 12, 2024 concerning the matters I described in my letter to Zander dated December 13, 2023. In your letter you indicated that Mr. Buch had no knowledge of the incident. I am enclosing several items with this letter that indicate the contrary to the CDD:

- Mr. Buch's initial request to the CDD dated March 29, 2023 for trimming of trees in the common area adjacent to Vista Par Condominium and a response indicating trimming had been completed on April 13, 2023.
- Donna Comforti's email of May 18, 2023 responding to a further request for tree trimming and other clearing and setting forth the position of the CDD arborist.
- Mr. Buch's email to the CDD staff on July 17, 2023 inquiring about the tree and acknowledging it was on CDD property
- Mr. Buch's request dated July 18, 2023 for additional tree trimming
- Donna Comforti's email to Mr. Buch of July 18, 2023 indicating that the appropriate tree maintenance had already been completed.

After these communications occurred the CDD discovered that some party had entered onto CDD property and performed additional tree trimming and had also cleared vegetation from a conservation area east of the condominiums. The nature of the work appeared designed to enhance the view for the condominium building. We have also confirmed that the work damaged some property owned by the golf course and that Mr. Buch, or someone acting on his behalf, had acknowledged responsibility for the damage and offered to remedy or compensate for that damage.



Michael D. Chiumento III

March 29, 2024

Page two

As you can see, your client's professed lack of knowledge about these matters is demonstrably false. Given the sequence and timing of these events, the CDD has a high degree of certainty that the work in question was performed by someone acting on behalf of Zander. I hope that the materials provided with this letter will serve to refresh your client's memory of these events.

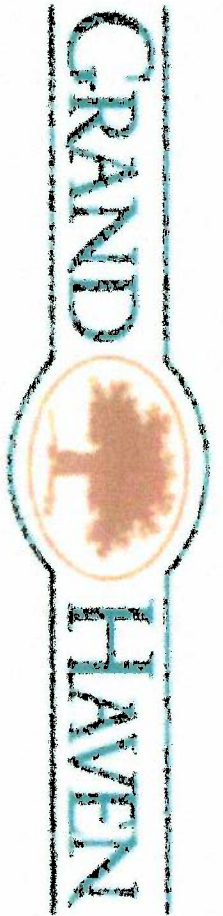
My Board had directed me to demand that your client respond within the next ten (10) days as to whether he is willing to reimburse the CDD for the costs associated with rehabilitating the oak tree and replacement plantings in the conservation area to eliminate regulatory problems. The Board will address next steps in this matter at its April 18 meeting.

Sincerely



Scott D. Clark

cc: District Manager



ISSUE SHEET

Date Reported: 3/29/2023

Reported by: Todd Buch

Address: 425 Riverfront Drive - Vista Par

Village:

Contact Number: (215) 651-7204

Priority: Normal

Description:

If possible, Mr. Buch asked to have the trees trimmed back in the common area near the Vista Par Condos.

Fields Tags Links Versions

3/29/2023

Reported by: **Required**

Todd Buch

Priority

Normal

Address

425 Riverfront Drive

Village

Contact Number

2156517204

Description: **TRM**

Trees trimmed in common area (CDD)

Issue Assigned to

Horticultural - Louise Lester

Task Status

Complete

Status Update

Emailed on 3/29/23. DC

Per Louise's email, the Vista Par area that were the CDD's trees have been pruned on 4/13/23. DC

Resident was called on 4/13/23. DC

Scott Clark

From: Donna Conforti <dconforti@ghcdd.com>
Sent: Thursday, May 18, 2023 3:42 PM
To: Todd Buch
Cc: Vanessa Stepniak; Daniela Teixeira
Subject: Vista Par Area Near Intracoastal

Hello Mr. Buch,

Please see email below from the arborist explaining the area of concern near the intracoastal by Vista Par that cannot be trimmed back.

The large oak trees were thinned back last month and were done to Official ISA Standards we cannot remove any more from these beautiful oaks. There is also a buffer of oaks and palm trees along the intracoastal waterway that cannot be removed. The area was cleaned out a while ago and the invasive plants in this area were removed. What remains is a buffer for storms and there are strict guidelines for coastal pruning. This area is an environmentally sensitive area. There is a view of the water from this area, but we cannot remove anything else to make this area more open. There are mangrove plants and other plants that stabilize the bank, and the other plants and palms also reduce erosion and storm damage. Over pruning trees and palms is detrimental to their health. So, we are maintaining the area accordingly to coastal environmental standards to protect Grand Haven as a whole. The city environmental department has cautioned us in any more pruning or removal so we cannot.

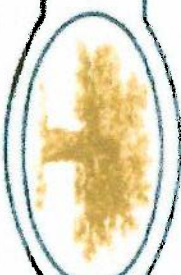
Thank you,

Donna Conforti
Executive Administrative Assistant
Grand Haven CDD



2 N. Village Parkway
Palm Coast, FL. 32137
Phone: 386-447-1888
Fax: 386-447-1131

GRAND HAVEN



COMMUNITY DEVELOPMENT DISTRICT

ISSUE SHEET

Date Reported: 7/18/2023

Reported by: Todd Buch

Address: 425 River Front Drive

Village: Vista Par

Contact Number: 215-651-7204

Priority: Normal

Description:

Mr. Buch is requesting to have the tree canopy lifted near the condos in the CDD common area.

Fields Tags Links Versions

Template: Issue Sheet

Date Reported (required): 7/18/2023

Reported by (required): Todd Buch

Priority: Normal

Address: 425 River Front Drive

Village:

Contact Number: 2156517204

Description (Title): Canopy lifted on tree near condos

Issue Assigned to: Horticulturalist - Louise Lester

Task Status: Complete

Status Update: Emailed to L.L. on 7/18/23. DC

Per Louise's email response: this tree was lifted and had our Certified Arborist do the work. The tree has been safely lifted this year. Our work on that tree is completed for this year.
Louise

Scott Clark

From: Donna Conforti <dconforti@ghcdd.com>
Sent: Tuesday, July 18, 2023 3:07 PM
To: Todd Buch
Subject: Vista Par Tree in Common Area

Hello Mr. Buch,

Louise, Grand Haven's horticulturist replied to my email, and this has already been done by the Certified Arborist.

The tree has been safely lifted this year and the work has been completed on the tree for this year.

Regards,

Donna Conforti
Executive Administrative Assistant
Grand Haven CDD



2 N. Village Parkway
Palm Coast, FL 32137
Phone: 386-447-1888
Fax: 386-447-1131

Scott Clark

From: Todd Buch <tbuch@buchenterprises.com>
Sent: Monday, July 17, 2023 6:26 PM
To: Donna Conforti
Cc: Todd Buch
Subject: Fwd: Pics Behind Vista Par

Hi Donna,

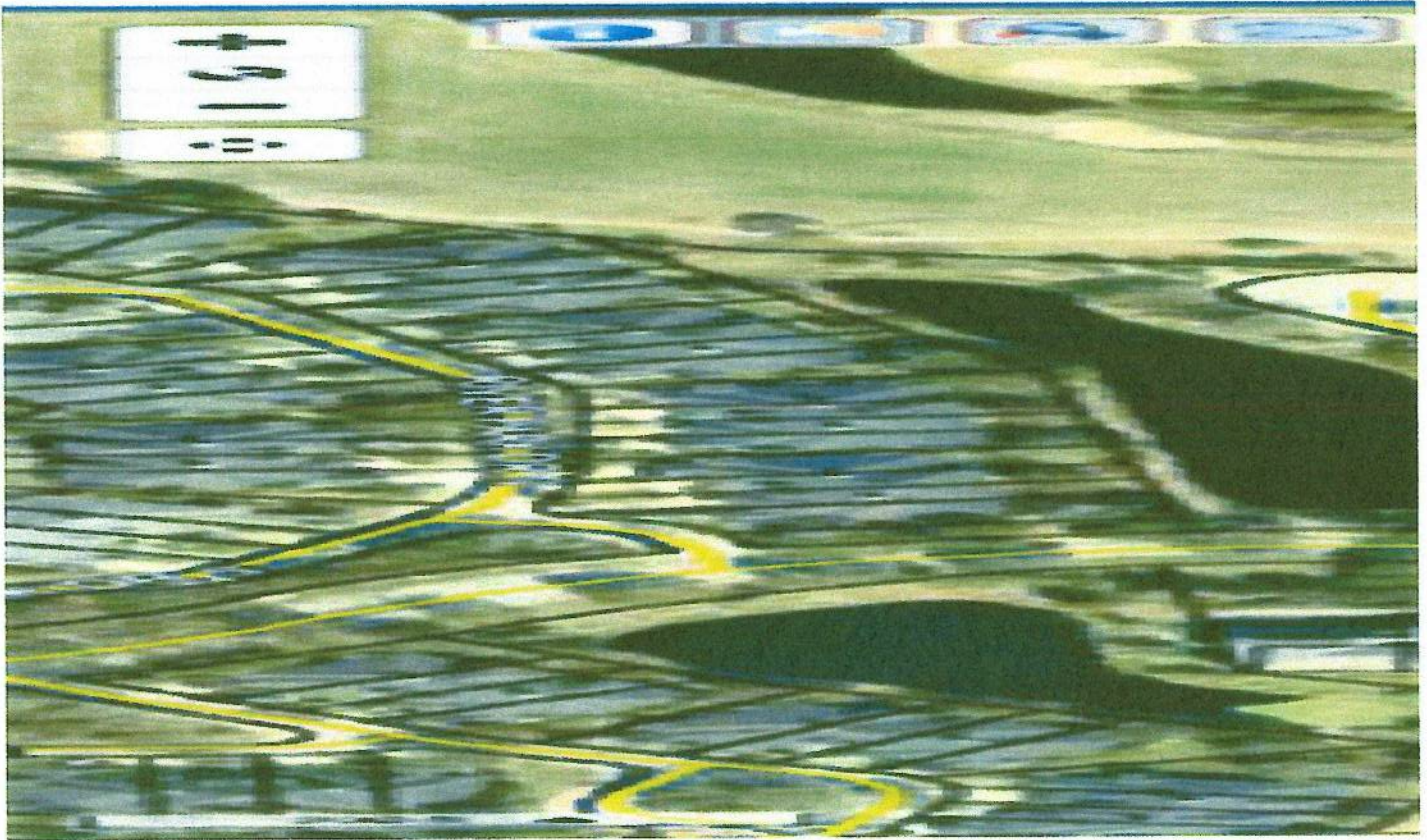
I am going to come in tomorrow am to discuss the are behind the Vista Par Condos.

I believe based on the FLagler Appraisers site info below that the tree and retaining wall area behind the Condos is owned by the CDD.

(See aerial photos below and the pics at the end of this email.

Thanks
Todd





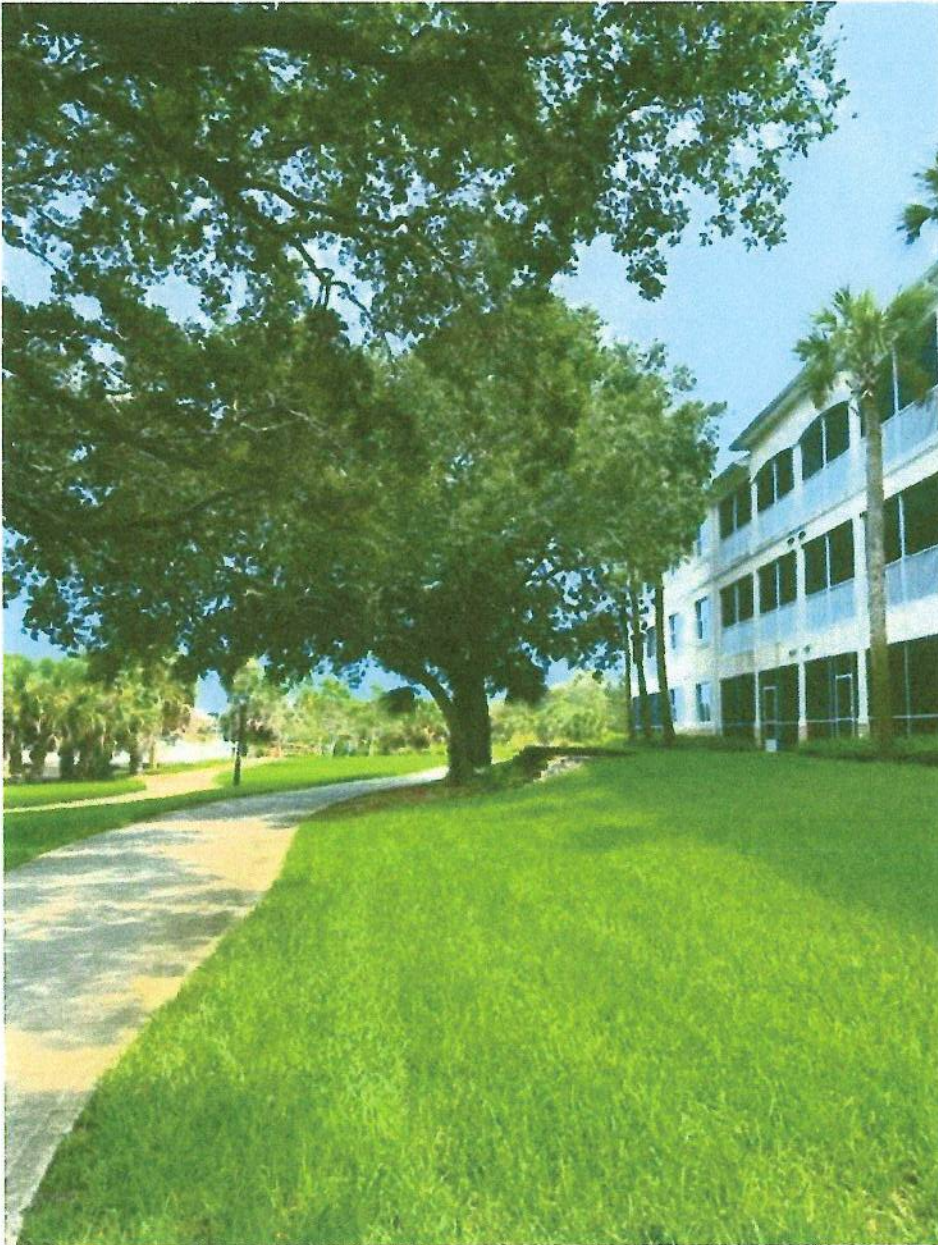
Todd Buch

Buch Enterprises
250 Palm Coast Pkwy NE
607-212
Palm Coast, Fl 32137

215 651-7204
tbuch@BuchEnterprises.com

Begin forwarded message:

From: Todd Buch <tbuch@buchenterprises.com>
Date: July 17, 2023 at 6:14:52 PM EDT
To: Todd Buch <tbuch@buchenterprises.com>
Subject: Pics Behind Vista Par















Todd Buch

**Buch Enterprises
250 Palm Coast Pkwy NE
607-212
Palm Coast, FL 32137**

**215 651-7204
Tbuch@BuchEnterprises.com**

To: Board of Supervisors of the Grand Haven Community Development District
("Board")

From: Scott D. Clark, Esq.

Date: January 21, 2014

Re: Maintenance issues on Pond Banks

The Board has requested advice on certain matters which affect the authority of the Grand Haven Community Development District ("CDD") to regulate or enforce landscape specifications on property owned by the CDD adjacent to retention ponds. The issue is somewhat complex, and certain questions have been posed by residents that may be beyond the scope of the Board's current request. I will use the Osprey Lakes community (Village H-1) as an example for this purpose.

Village H-1 was platted in 2000. The plat contains lots which surround a retention area designated as Tract "A." A Declaration of Covenants and Restrictions ("DCR") was recorded on February 22, 2001 in Official Records Book 729, Page 318 of the Flagler County Official Records. The DCR describes all of the platted property, so its covenants affect Tract A as well as the lots. The DCR empowers an association ("HOA") to exercise certain rights within the properties described in the DCR. The DCR contains the following provisions:

2.1 Common Areas.

(d) Community Development District. Notwithstanding anything contained in this Declaration to the contrary, the Declarant reserves for itself, the Association and their respective successors and assigns the right to dedicate, transfer, sell or otherwise convey portions of the Property including, without limitations, the Common Areas and recreation facilities, to the CDD for purposes of having the CDD construct, operate, maintain and repair any and all public improvements which the CDD may legally own and operate pursuant to the Provisions of Chapter 190, Florida Statutes. Such public improvements may include, without limitation, roads, sewer and water facilities, landscaping, entry features, swimming pools, docks, parks, gazebos, leisure trails, bike paths and other recreational facilities. The Association may also contract with the CDD for the CDD to perform any maintenance or repairs of Common Areas and Areas of Common Responsibility. Each Owner shall execute all approvals and consents necessary to make all properties within the Development subject to the CDD and the laws, regulations and rules relating to the CDD. By acceptance of its deed of conveyance, each Owner appoints Declarant as attorney-in-fact for the Owner to execute any and all such approvals, consents and other instruments necessary to fully implement the CDD and make said Owner's property subject to the CDD and the laws, regulations and rules relating to the CDD. The foregoing appointment is a power coupled with an interest and shall be irrevocable. Each Owner shall be solely responsible for all service charges, fees and assessments levied by the CDD with respect to the property owned by such Owner, and failure to pay same when due may result in the imposition of liens against the property of said Owner. Upon conveyance of property to the CDD, all of the duties, responsibilities and obligations of the Association under this Declaration relating to such property and the improvements located thereon shall terminate and such duties, responsibilities and obligations shall thereafter be undertaken and performed by the CDD.

3.5 Landscaping. In connection with the initial construction of a Dwelling on a Lot, complete landscaping plans for the Lot shall be prepared and submitted with the Lot site plan and the Dwelling plans and specifications as part of the architectural approval process. Landscape plans for Lakefront Lots shall include sod to the top of the normal high waterline of the lake, even if that waterline is located in Common Areas outside of the Lot lines. All landscaping plans shall include an automatic underground sprinkler system covering the entire Lot including grassed areas of the lake banks of Lakefront Lots. Site plans and landscaping plans shall be designed to preserve to the maximum practical extent existing trees. No living trees may be removed without the written approval of the Declarant. Any Person removing trees in violation of this covenant shall pay to the Declarant a stipulated liquidated damage sum of \$200.00 per inch of diameter measured three (3) feet above the ground. The Architectural Design Guidelines contain information about the standards used by the Architectural Design Committee to determine whether or not an existing tree shall be removed.

5.2 Areas of Common Responsibility.

(a) Lake Maintenance. Subject to the rights of the Declarant, the Club Owner, the CDD and Flagler County, Florida, and other governmental authorities, the Association shall be responsible to maintain in good condition the water quality and to control the growth and removal of plants, fungi, waterfowl and animals within the lakes, ponds and other bodies of water within the Property. The provisions of this paragraph do not supersede the provisions of Article VII hereof that require Lakefront Owners to maintain the lake shoreline located adjacent to their property.

7.1 Maintenance. Each Owner at his expense, shall maintain in a good order and repair and keep in an attractive condition all portions of his Lot and the improvements located thereon. Each Owner of a Lot on which improvements have been constructed shall maintain the lawn and other landscaped areas located in the public right-of-way or Common Areas, if any, between his Property line and the paved portion of the street in a neat and attractive condition. Landscape maintenance shall include regular lawn mowing, fertilizing, irrigation and edging. Owners of Lakefront Lots shall keep the shoreline of the lake free of litter and debris and shall install, maintain and irrigate sod to the normal high waterline of the lake, even if the normal high waterline is located beyond the Lot boundary.

Tract A within Village H-1 was conveyed to the CDD in January, 2002. A copy of the deed is attached.

In 2009, the Florida Legislature amended several statutory provisions in order to encourage or mandate the use of "Florida-Friendly" landscape practices. Among these provisions were several sections which prohibit deed restrictions from being used to keep a property owner from implementing Florida-Friendly landscape practices. An example, Section 168.048, is attached. The CDD has adopted a policy encouraging the use of such practices on CDD property, such as Tract A.

Questions have arisen over the interaction of these documents and statutes. Some of these questions have to do with the authority of the HOA concerning these provisions. The HOA has its own counsel, and it is beyond the scope of this memorandum to advise the HOA or residents as to these matters.

The following are some observations that I make from these facts. Many of these issues are novel, and there may be court decisions in the future that govern them. It is beyond the scope of this memorandum to express an opinion on such potential litigation.

1. The original DCR authorizes the HOA to approve an initial landscape plan associated with new construction. For lake lots, the plan was to require sod to the normal high water line. This requirement conflicts with the CDD's policy regarding Florida Friendly landscaping and the CDD is thus not bound by that requirement as to property it owns.
2. Under the last sentence of 2.1(a), the "duties, responsibilities and obligations" of the HOA as to Tract A have terminated and are to be performed by the CDD.
3. The duties and obligations of individual lot owners are not affected by the transfer of Tract A under the quoted provision.
4. The duties of the HOA under 5.2(a), related to lake maintenance, have passed to the CDD. However, those duties exclude the duties of Lakefront Owners under Article VII, so the duties of Lakefront Owners have not passed to the CDD.
5. Section 7.1 requires Lakefront Owners to conduct certain maintenance activities in the area of Tract A between the lots and the normal high waterline of the lake. The CDD has not assumed this obligation.
6. To the extent that 7.1 requires maintenance and irrigation of "sod," such provision is not enforceable to the extent the CDD adopts a Florida-Friendly policy. To the extent that a shore line is improved with Florida-Friendly landscaping, the maintenance obligation is enforceable.
7. In my opinion, the CDD has not acquired the responsibility of the HOA with regard to architectural review or enforcement because: (a) architectural review is associated with the Lots, over which the CDD has no jurisdiction; (b) no architectural review attaches to Tract A, so a transfer was not triggered when Tract A was conveyed; and (c) controlling case law prohibits the CDD from exercising such powers.

There may be some factual variations that apply to other plats and DCR's, but I believe these comments would generally apply to most of the parcels within the CDD.

Inst No: 2002005756 Date: 02/14/2002
Doc Stamp-Deed : 144.20
GAIL WADSWORTH, FLAGLER Co. Time: 10:19:06
Book: 801 Page: 1848 Total Pgs: 6

Prepared by:
Michael D. Chiumento III, Esq.
Chiumento & Associates, P.A.
4B Old Kings Road North
Palm Coast, FL 32037

OFF REC 0801 PAGE 1848

Property Appraisers Parcel I.D. Number:
221131-5902-00000-00A0;
221131-5902-00000-00B0;

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED made the 22 day of Jan., 2002, by GRAND HAVEN DEVELOPERS, LLC, a Delaware limited liability company, hereinafter called the Grantor, whose address is 10161 Centurion Parkway North, Suite 190, Jacksonville, FL 32256, to GRAND HAVEN COMMUNITY DEVELOPMENT DISTRICT, a community development district formed pursuant to Chapter 190, Florida Statutes, whose post office address is 10300 N.W. 11th Manor, Coral Springs, Florida 33071, hereinafter called the Grantee:

WITNESSETH: That the Grantor, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is acknowledged, hereby grants, bargains, sells, and conveys unto the Grantee, all that certain land hereinafter referred to as the "Property", situate in Flagler County, Florida, viz:

SEE ATTACHED EXHIBIT "A"

Subject to all restrictions, reservations, covenants, declarations, limitations, conditions and easements of record.

Further, subject to taxes for the year 2002 and subsequent years.

Subject to Zoning Ordinances and other restrictions and prohibitions imposed by applicable governmental authorities.

TOGETHER, with all tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said Property in fee simple; that the Grantor has good right and lawful authority to sell and convey said Property, and hereby warrants the marketable title to said Property, and will defend the same against the lawful claims of all persons claiming by, through or under the said Grantor, but against none other.

IN WITNESS WHEREOF, the said Grantor has hereunto set their hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

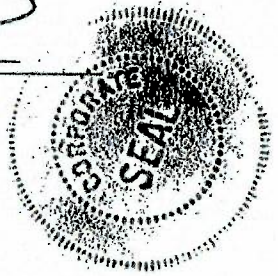
Cindy Dickin
Witness Name: Cindy Dickin

Todd A. Spivey
Witness Name: TODD SPIVEY

Grand Haven Developers, LLC, a Delaware Limited Liability Company
BY: LandMar Group, LLC, a Delaware Limited Liability Company, its sole member
BY: LandMar Management, Inc., a Delaware Corporation, its manager

BY: [Signature]
James Cullis, Vice President

[Corporate Seal]

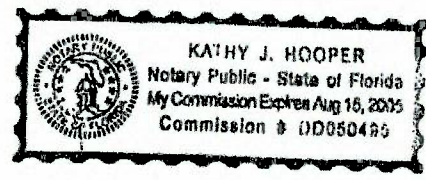


STATE OF FLORIDA
COUNTY OF FLAGLER

I HEREBY CERTIFY that on this day, before, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared James Cullis, Vice President of LANDMAR MANAGEMENT, INC., manager of LANDMAR GROUP, LLC, sole member of GRAND HAVEN DEVELOPERS, LLC, to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 22nd day of JANUARY, 2002.

[Signature]
NOTARY PUBLIC (SEAL)
My Comm. Expires:

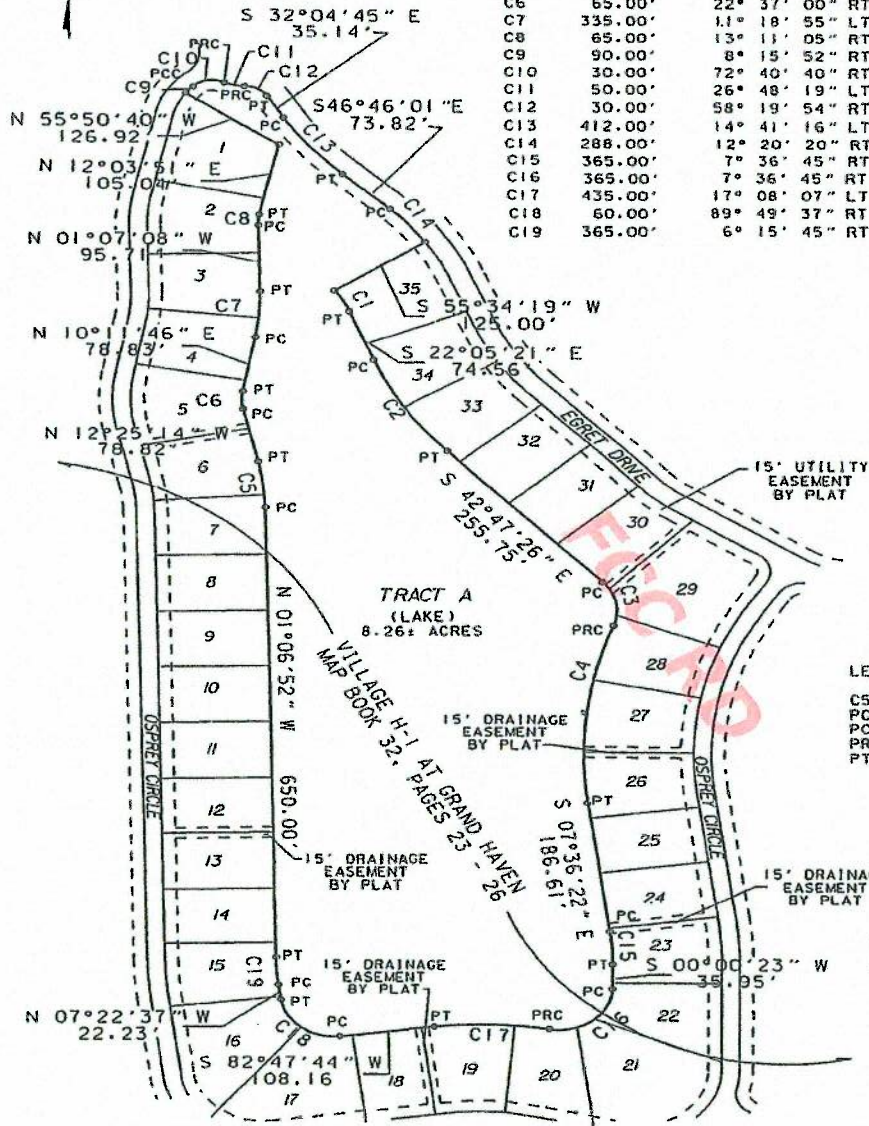


MAP OF

TRACT "A", VILLAGE H-1 AT GRAND HAVEN, AS RECORDED IN MAP BOOK 32, PAGES 23 THROUGH 28 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA



CURVE	RADIUS	DELTA	ARC	CHORD	BEARING
C1	163.00'	12° 20' 21" RT	35.10'	35.04'	S 28° 15' 31" E
C2	437.00'	20° 42' 06" LT	157.89'	157.04'	S 32° 26' 23" E
C3	60.00'	63° 05' 02" RT	66.06'	62.77'	S 11° 14' 55" E
C4	535.00'	27° 53' 58" LT	260.51'	257.94'	S 6° 20' 37" W
C5	335.00'	11° 18' 22" LT	66.11'	66.00'	N 6° 46' 03" W
C6	65.00'	22° 37' 00" RT	25.66'	25.49'	N 1° 06' 44" W
C7	335.00'	11° 18' 55" LT	66.16'	66.05'	N 4° 32' 23" E
C8	65.00'	13° 11' 05" RT	14.96'	14.92'	N 5° 28' 11" E
C9	90.00'	8° 15' 52" RT	12.98'	12.97'	N 39° 35' 00" E
C10	30.00'	72° 40' 40" RT	38.05'	35.55'	N 80° 03' 20" E
C11	50.00'	26° 48' 19" LT	23.39'	23.18'	S 77° 00' 30" E
C12	30.00'	58° 19' 54" RT	30.54'	29.24'	S 61° 14' 42" E
C13	412.00'	14° 41' 16" LT	105.62'	105.33'	S 39° 25' 23" E
C14	288.00'	12° 20' 20" RT	62.02'	61.90'	S 40° 35' 51" E
C15	365.00'	7° 36' 45" RT	48.50'	48.46'	S 3° 47' 59" E
C16	365.00'	7° 36' 45" RT	48.50'	48.46'	S 3° 47' 59" E
C17	435.00'	17° 08' 07" LT	130.10'	129.61'	N 88° 38' 12" W
C18	60.00'	89° 49' 37" RT	94.07'	84.72'	N 52° 17' 27" W
C19	365.00'	6° 15' 45" RT	39.90'	39.88'	N 4° 14' 45" W



LEGEND:
 C5 TABULATED CURVE DATA
 PC POINT OF CURVE
 PCC POINT OF COMPOUND CURVE
 PRC POINT OF REVERSE CURVE
 PT POINT OF TANGENCY

NOTES:
 1. BEARINGS SHOWN HEREON BASED ON THE RECORD PLAT OF VILLAGE H-1 AT GRAND HAVEN, AS RECORDED IN MAP BOOK 32, PAGE 23 WITH THE WESTERLY LINE OF TRACT "A" BEING N 01°06'52" W.

THIS IS A MAP ONLY AND DOES NOT PURPORT TO BE A SURVEY



Engineers
 Planners
 Landscape Architects
 Surveyors

Advancing Quality of Life, by Design •
B.H.R., Inc.
 1900 Corporate Square Boulevard • Jacksonville, Florida 32216 •
 (904) 721-2991 • Fax: (904) 725-0171
 Certification Number LB 6739

I HEREBY CERTIFY THAT THIS MAP MEETS THE MINIMUM TECHNICAL STANDARDS SET BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS IN ACCORDANCE WITH CHAPTER 472.027 OF THE FLORIDA STATUTES AND SECTION 6107-6 OF THE FLORIDA ADMINISTRATIVE CODE.

CARL J. SCHELLER, LICENSE NO. LS 5021
 BRENDA D. CATONE, LICENSE NO. LS 5447
 JOSEPH K. LEBLANC, LICENSE NO. LS 6016

FIELD NOVEMBER 20, 2003
 SCALE: 1" = 200'

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

REQ. NO.

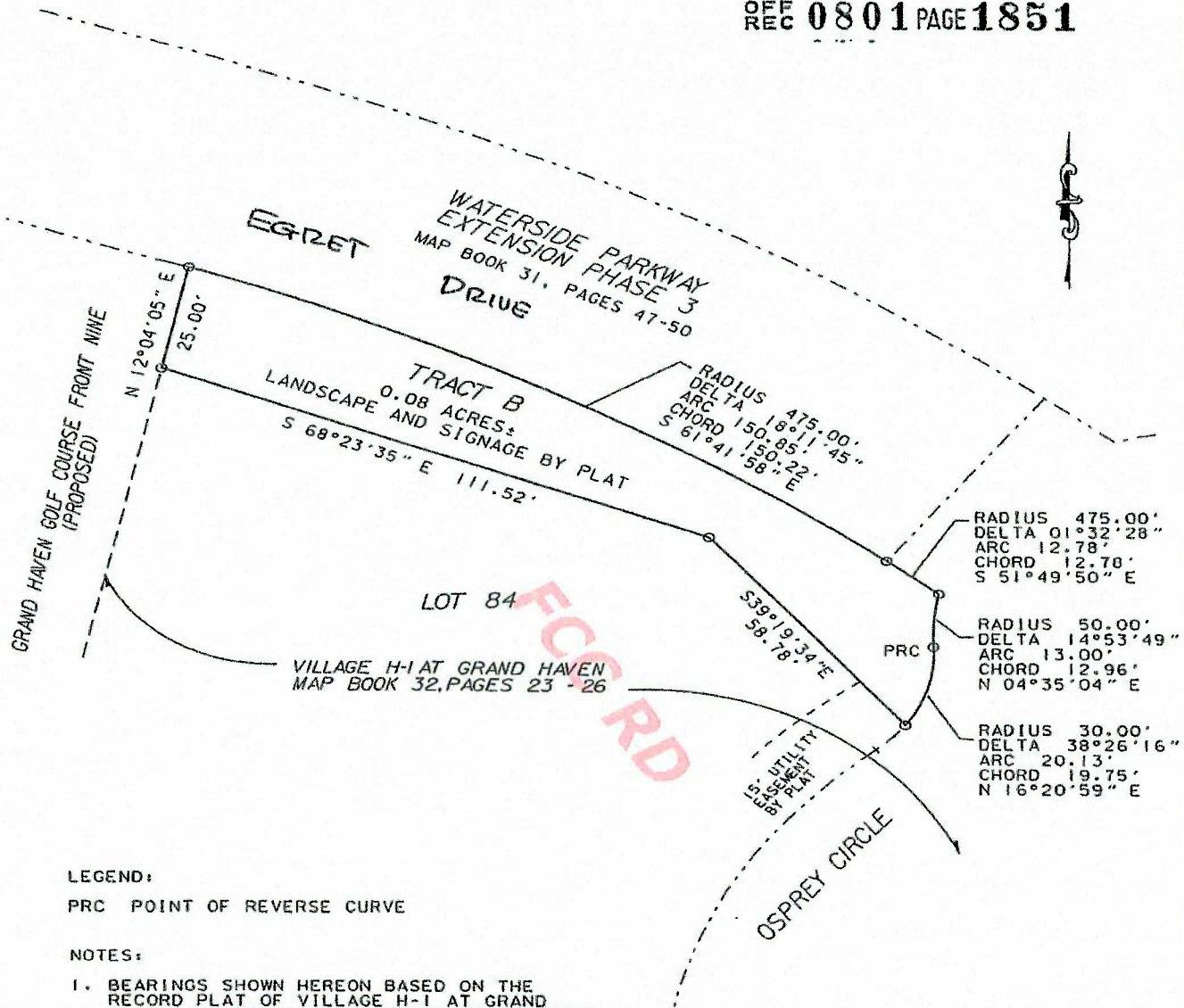
E:\495095\411_TRACTA.DGN

EXHIBIT A

MAP OF

TRACT "B", VILLAGE H-1 AT GRAND HAVEN, AS RECORDED IN MAP BOOK 32, PAGES 23 THROUGH 26 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA

OFF REC 0801 PAGE 1851



LEGEND:
PRC POINT OF REVERSE CURVE

NOTES:
1. BEARINGS SHOWN HEREON BASED ON THE RECORD PLAT OF VILLAGE H-1 AT GRAND HAVEN, AS RECORDED IN MAP BOOK 32, PAGE 23 WITH THE WESTERLY LINE OF TRACT "B" BEING N 12°04'05" E.

THIS IS A MAP ONLY AND DOES NOT PURPORT TO BE A SURVEY



Engineers
Planners
Landscape Architects
Surveyors

Advancing Quality of Life, by Design •
B.H.R., Inc.

1900 Corporate Square Boulevard • Jacksonville, Florida 32216 •
(904) 721-2991 • Fax: (904) 725-0171
Certification Number LB 6739

I HEREBY CERTIFY THAT THIS MAP MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS PURSUANT TO CHAPTER 472.027 OF THE FLORIDA STATUTES AND SECTION 6107-6 OF THE FLORIDA ADMINISTRATIVE CODE.

Carl J. Scheubase
CARL J. SCHEUBASE, STATE LICENSE NO. LS 5021
BRENDA D. CATONE, STATE LICENSE NO. LS 5447
JOSEPH K. LEK, STATE LICENSE NO. LS 6016

FIELD NOVEMBER 21, 2006 SIGNED 11/29/06
SCALE: 1" = 30'

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

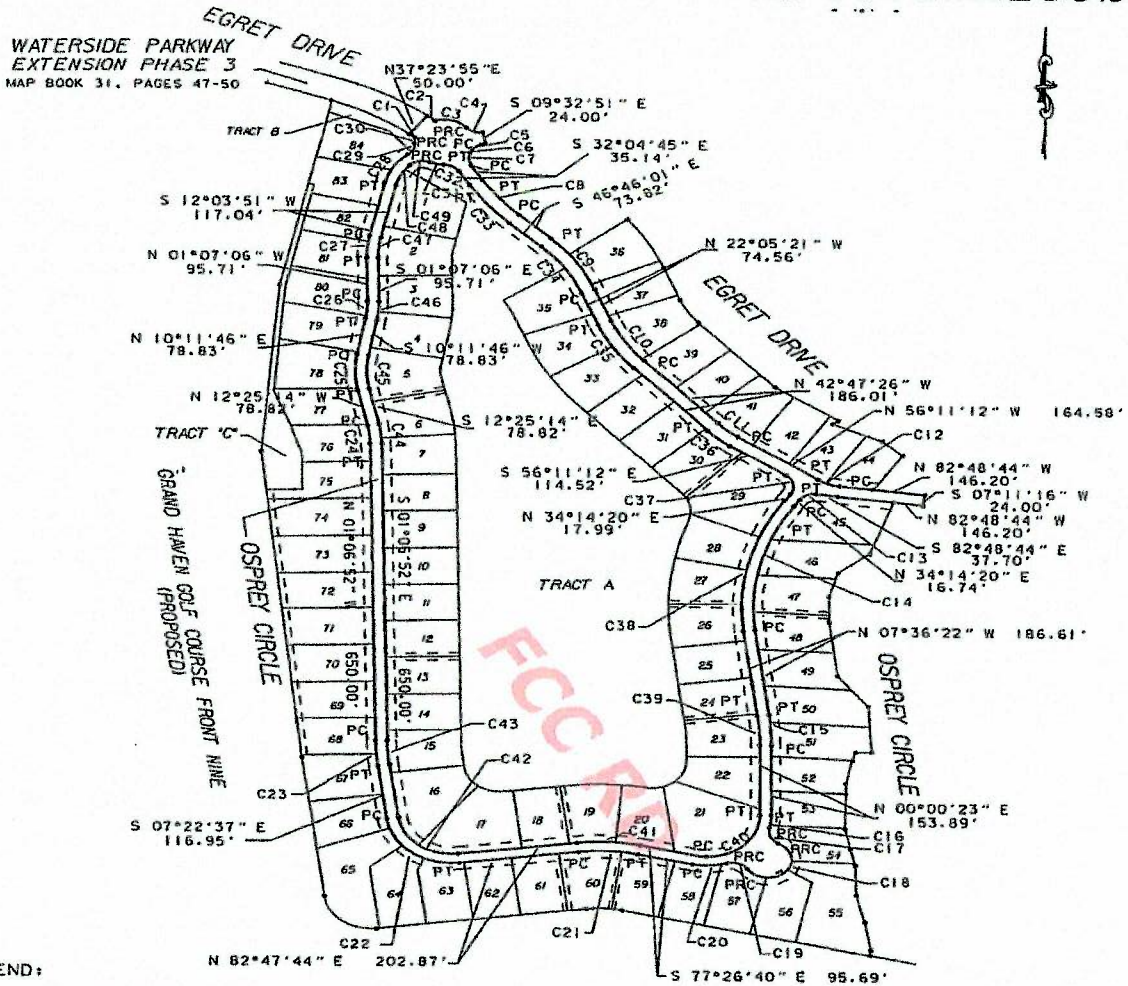
REQ. NO.

E:\0950954\1-TRACTB.DGN

MAP OF

OSPREY CIRCLE AND EGRET DRIVE, VILLAGE H-1 AT GRAND HAVEN, AS RECORDED IN MAP BOOK 32, PAGES 23 THROUGH 26 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA

OFF REC 0801 PAGE 1852



LEGEND:

- C5 TABULATED CURVE DATA
- PC POINT OF CURVE
- PRC POINT OF REVERSE CURVE
- PT POINT OF TANGENCY

NOTES:

1. BEARINGS SHOWN HEREON BASED ON THE RECORD PLAT OF VILLAGE H-1 AT GRAND HAVEN, AS RECORDED IN MAP BOOK 32, PAGE 23 WITH THE WESTERLY LINE OF TRACT "A" BEING N 01°06'52" W.

SHEET 1 OF 2
SEE SHEET 2 OF 2 FOR CURVE TABLE

THIS IS A MAP ONLY AND DOES NOT PURPORT TO BE A SURVEY



Engineers
Planners
Landscape Architects
Surveyors

Advancing Quality of Life, by Design
B.H.R., Inc.

1900 Corporate Square Boulevard • Jacksonville, Florida 32216 •
(904) 721-2991 • Fax: (904) 725-0171
Certification Number LB 6739

I HEREBY CERTIFY THAT THIS MAP MEETS THE MINIMUM TECHNICAL STANDARDS ESTABLISHED BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS PURSUANT TO CHAPTER 472.027 OF THE FLORIDA STATUTES AND 61G17-6 OF THE FLORIDA ADMINISTRATIVE CODE.

Carl J. Stank
CARL J. STANK, P.E., P.L.S., CERT. NO. LS 5021
BRENDA D. STANK, P.L.S., CERT. NO. LS 5447
JOSEPH K. STANK, P.L.S., CERT. NO. LS 6016

FIELD NOVEMBER 28, 2006 SIGNED 12-13-01
SCALE: 1" = 300'

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

REQ. NO.

E:\695095\4H1_ROADS.DGN

MAP OF

OSPREY CIRCLE AND EGRET DRIVE, VILLAGE H-1 AT GRAND HAVEN, AS RECORDED IN MAP BOOK 32,
PAGES 23 THROUGH 26 OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA

OFF 0801 PAGE 1853

CURVE TABLE

CURVE	RADIUS	DELTA	ARC	CHORD	BEARING
C1	475.00'	01° 32' 28"	12.78'	12.78'	S 51° 49' 50" E
C2	525.00'	01° 50' 24"	16.86'	16.86'	S 51° 40' 53" E
C3	50.00'	66° 39' 51"	58.18'	54.95'	S 74° 32' 58" E
C4	30.00'	58° 19' 54"	30.54'	29.24'	S 70° 22' 53" E
C5	30.00'	58° 19' 49"	30.54'	29.24'	S 51° 17' 04" W
C6	50.00'	04° 07' 56"	3.61'	3.61'	S 24° 11' 11" W
C7	30.00'	58° 19' 54"	30.54'	29.24'	S 02° 54' 48" E
C8	388.00'	14° 41' 16"	99.46'	99.19'	S 39° 25' 23" E
C9	312.00'	24° 40' 41"	134.38'	133.35'	N 34° 25' 41" W
C10	288.00'	20° 42' 06"	104.06'	103.49'	N 32° 26' 23" W
C11	188.00'	13° 23' 46"	43.96'	43.86'	N 49° 29' 19" W
C12	88.00'	26° 37' 32"	40.89'	40.53'	N 69° 29' 58" W
C13	30.00'	62° 56' 56"	32.96'	31.33'	N 65° 42' 48" E
C14	390.00'	41° 50' 42"	284.83'	278.54'	N 13° 18' 59" E
C15	510.00'	7° 36' 45"	67.76'	67.71'	N 3° 47' 59" W
C16	110.00'	13° 44' 07"	26.37'	26.31'	N 06° 52' 27" E
C17	30.00'	76° 44' 16"	40.18'	37.24'	N 24° 37' 38" W
C18	40.50'	211° 27' 45"	149.47'	77.97'	N 42° 44' 07" E
C19	30.00'	76° 44' 16"	40.18'	37.24'	S 69° 54' 09" E
C20	110.00'	30° 49' 37"	59.18'	58.47'	N 87° 08' 32" E
C21	290.00'	19° 45' 36"	100.01'	99.52'	S 87° 19' 28" E
C22	110.00'	89° 49' 38"	172.46'	155.33'	S 52° 17' 27" E
C23	510.00'	6° 15' 45"	55.74'	55.72'	S 4° 14' 45" E
C24	190.00'	11° 18' 22"	37.49'	37.43'	S 06° 46' 03" E
C25	210.00'	22° 37' 00"	82.89'	82.36'	S 01° 06' 44" E
C26	190.00'	11° 18' 52"	37.52'	37.46'	S 04° 32' 20" W
C27	210.00'	13° 10' 58"	48.32'	48.21'	S 05° 28' 22" W
C28	110.00'	39° 08' 47"	75.16'	73.70'	S 31° 38' 17" W
C29	30.00'	54° 04' 47"	28.32'	27.28'	N 24° 10' 14" E
C30	50.00'	14° 53' 49"	13.00'	12.96'	N 04° 35' 04" E
C31	50.00'	26° 48' 19"	23.39'	23.18'	S 77° 00' 30" E
C32	30.00'	58° 19' 54"	30.54'	29.24'	S 61° 14' 42" E
C33	412.00'	14° 41' 16"	105.62'	105.33'	S 39° 25' 23" E
C34	288.00'	24° 40' 41"	124.04'	123.09'	N 34° 25' 41" W
C35	312.00'	20° 42' 06"	112.73'	112.12'	N 32° 26' 23" W
C36	212.00'	13° 23' 46"	49.57'	49.45'	S 49° 29' 19" E
C37	30.00'	90° 25' 32"	47.35'	42.58'	S 10° 58' 26" E
C38	410.00'	41° 50' 42"	299.44'	292.83'	S 13° 18' 59" W
C39	490.00'	7° 36' 45"	65.10'	65.06'	S 3° 47' 59" E
C40	90.00'	102° 32' 57"	161.08'	140.43'	S 51° 16' 52" W
C41	310.00'	19° 45' 36"	106.91'	106.38'	N 87° 19' 28" W
C42	90.00'	89° 49' 38"	141.10'	127.09'	N 52° 17' 27" W
C43	490.00'	6° 15' 45"	53.56'	53.53'	N 4° 14' 45" W
C44	210.00'	11° 18' 22"	41.44'	41.37'	N 6° 46' 03" W
C45	190.00'	22° 37' 00"	75.00'	74.51'	N 1° 06' 44" E
C46	210.00'	11° 18' 52"	41.47'	41.40'	N 4° 32' 20" E
C47	190.00'	13° 10' 58"	43.72'	43.62'	N 5° 28' 22" E
C48	90.00'	31° 39' 09"	49.72'	49.09'	S 27° 53' 22" W
C49	30.00'	72° 40' 40"	38.05'	35.55'	N 80° 03' 20" E

SHEET 2 OF 2

SEE SHEET 1 OF 2 FOR MAP

166.048 Conservation of water; Florida-friendly landscaping.—

(1)(a) The Legislature finds that Florida-friendly landscaping contributes to the conservation, protection, and restoration of water. In an effort to meet the water needs of this state in a manner that will supply adequate and dependable supplies of water where needed, it is the intent of the Legislature that Florida-friendly landscaping be an essential part of water conservation and water quality protection and restoration planning.

(b) As used in this section, "Florida-friendly landscaping" has the same meaning as in s. [373.185](#).

(2) The governing body of each municipality shall consider enacting ordinances, consistent with s. [373.185](#), requiring the use of Florida-friendly landscaping as a water conservation or water quality protection or restoration measure. If the governing body determines that such landscaping would be of significant benefit as a water conservation or water quality protection or restoration measure, especially for waters designated as impaired pursuant to s. [403.067](#), relative to the cost to implement Florida-friendly landscaping in its area of jurisdiction in the municipality, the governing body shall enact a Florida-friendly landscaping ordinance. Further, the governing body shall consider promoting Florida-friendly landscaping as a water conservation or water quality protection or restoration measure by: using such landscaping in any areas under its jurisdiction which are landscaped after the effective date of this act; providing public education on Florida-friendly landscaping, its uses in increasing water conservation and water quality protection or restoration, and its long-term cost-effectiveness; and offering incentives to local residents and businesses to implement Florida-friendly landscaping.

(3)(a) The Legislature finds that the use of Florida-friendly landscaping and other water use and pollution prevention measures to conserve or protect the state's water resources serves a compelling public interest and that the participation of homeowners' associations and local governments is essential to the state's efforts in water conservation and water quality protection and restoration.

(b) A deed restriction or covenant may not prohibit or be enforced so as to prohibit any property owner from implementing Florida-friendly landscaping on his or her land or create any requirement or limitation in conflict with any provision of part II of chapter 373 or a water shortage order, other order, consumptive use permit, or rule adopted or issued pursuant to part II of chapter 373.

(c) A local government ordinance may not prohibit or be enforced so as to prohibit any property owner from implementing Florida-friendly landscaping on his or her land.

History.—s. 6, ch. 91-41; s. 6, ch. 91-68; s. 3, ch. 2001-252; s. 22, ch. 2009-243.

**RULES OF THE
GRAND HAVEN COMMUNITY DEVELOPMENT DISTRICT**

CHAPTER VI

**SURFACE WATER MANAGEMENT SYSTEMS AND DRAINAGE
EASEMENTS**

6.01 PURPOSE. The purpose of this Rule is to establish and memorialize policies for the maintenance and protection of the Surface Water Management System operated by the Grand Haven Community Development District (the "CDD").

**PART I
DEFINITIONS**

Section 1. The following definitions shall apply for purposes of this Rule VI:

1.1 "CDD" shall refer to the Grand Haven Community Development District.

1.2 "Easements" shall refer to those certain easement areas creating rights in favor of the CDD for purposes of maintaining or operating the Surface Water Management System. The Easements are typically delineated on a Plat, but may be created in a separate recorded instrument or may arise by prescription or other legal theory.

1.3 "District Lands" shall refer to those areas of real property within the jurisdictional boundaries of the CDD, as more particularly described in Flagler County, Florida Ordinance No. 97-03, as subsequently and from time to time amended.

1.4. "Lakefront Lots" refer to those residential lots that are contiguous to the Pond Banks.

1.5 "Lot Owner" shall refer to the record owner of title to a single family lot within a Plat.

1.6 "Landscape Maintenance," as applied to Pond Banks, shall include, without limitation, the periodic mowing, weeding and placement of plantings on the Pond Banks.

1.7 "Obstruction" shall refer to all vegetation and all structures located within the Easements that prevent required access and maintenance to the Surface Water Management System or hinder the effective and intended operation of the Surface Water Management System.

1.8 "Plat" shall refer to a subdivision plat as described in Fla. Stat. §177.031(14) affecting a portion of the District Lands.

1.9 "Pond Banks" are those areas surrounding the Surface Water Management System retention/detention ponds which lie between the edge of the water and the boundaries of private property bordering on the Pond Banks.

1.10 "Pond Bulkheads" refer to certain structures bordering lakes or ponds within the Surface Water Management System which are constructed with a retaining wall or similar structure dividing the Pond Bank from the water's edge, instead of a natural landscaped Pond Bank.

1.11 "Surface Water Management System" shall refer to all land, easements and other facilities and appurtenances which together constitute and comprise the master surface water management and drainage systems with respect to District Lands as reflected on the plans therefor approved by Flagler County, Florida, the City of Palm Coast, Florida and/or the St. John's River Water Management District ("SJRWMD") pursuant to Permit No. 4-035-0018AE and all modifications or amendments thereto (the "Permits").

PART 2 EASEMENT OBSTRUCTIONS

SECTION 1: OBSTRUCTIONS. No Obstructions may be placed in the Easements. Each owner of a portion of the District Lands that contains an Easement necessary to the operation and maintenance of the Surface Water Management System shall have an ongoing duty to keep the area of the Easement free of Obstructions.

SECTION 2: TREES. No trees of any type or variety may be planted or, once removed for maintenance, re-planted within the Easements.

SECTION 3: LANDSCAPING. Landscaping such as shrubs, stepping stones, flower beds, decorative stones, and the like located within the Easement must not obstruct access by construction equipment and machinery required for the maintenance or repair of utility structures which are part of the Surface Water Management System.

SECTION 4: IRRIGATION. No irrigation systems or distribution pipes therein containing rigid, non-flexible piping may be located within the Easements. Flexible piping runs shall be permitted in the Easements, but must be temporarily removed at a Lot Owner's expense if requested by the CDD.

SECTION 5. NEW LANDSCAPING. Any new plantings or replacement plantings which encroach upon any Easement require written authorization from the Grand Haven Master Association - New Construction Architectural Design Committee (NADC) or Modification Architectural Design Committee (MADC), as is appropriate, and the CDD. The CDD, in connection with the approval of any new landscaping, may place certain conditions upon the Lot Owner regarding any encroachment the District permits in the easement. Utility right-of-way easements must be shown on landscaping plot plans submitted to the NADC/MADC

Horticulturalist for review. Any approval of landscaping within the Easements must be evidenced by a written, recorded agreement executed by the Lot Owner and the CDD.

PART 3 LANDSCAPE MAINTENANCE OF POND BANKS

SECTION 1. COMMON SCHEME OF LANDSCAPING. The CDD may adopt and, from time to time, amend a plan of landscaping and Best Management Practices for the Pond Banks owned by the CDD (the "Pond Bank Plan"). The Pond Bank Plan shall take into consideration any applicable permit or regulatory requirements related to the function and operation of the Surface Water Management System. To the extent set forth in Fla. Stat. §166.048(3)(b), the Pond Bank Plan shall supersede any contrary provisions of the Declarations of Covenants and Restrictions that may be related to properties within the CDD ("DCR") and shall control over any architectural approvals that may be in effect. In the case of any new construction or landscape modification approvals that may be submitted to the Grand Haven Master Association ("GHMA") for properties that border on the Pond Banks, any landscaping proposed within the Pond Banks must be approved in writing by the CDD.

SECTION 2. LANDSCAPE MAINTENANCE. To the extent that any DCR governing Lakefront Lots requires the owner of such lots to maintain landscaping on the adjacent Pond Banks, this rule shall not override that maintenance obligation except as set forth herein. The Landscape Maintenance to be performed by a Lakefront Lot owner shall be limited to maintenance of existing landscaping on the Pond Banks that has been approved by the GHMA and CDD. Any modification of such landscaping shall require the written approval of the CDD and shall be consistent with the Pond Bank Plan. Landscaping that is installed on Pond Banks as a part of any regulation or permit, including but not limited to, Spartina, shall not be removed and must be consistent with (comply with) the Best Management Practices for Storm Water Detention Pond Bank Plantings as adopted by the CDD BOS. Landscape Maintenance shall include the replacement of Spartina that has died or become diseased. Notwithstanding the provisions of any DCR related to maintenance by Lakefront Lot Owners, the CDD shall have the absolute right to install or remove any plantings within the Pond Banks or to modify existing Pond Bank landscaping. Where provided in the applicable DCR, Landscape Maintenance may be performed by the GHMA under a common scheme of landscape maintenance, and such maintenance shall be subject to these provisions.

SECTION 3. REPAIRS. The CDD shall have the exclusive right to perform repair activities upon the Pond Banks and Pond Bulkheads as may be deemed necessary for the proper function of the Surface Water Management System. No Lot Owner may enter upon the Pond Banks for the purpose of making any repair or making any change in the Pond Banks.

SECTION 4. POND BULKHEADS. Where a Lakefront Lot or the Pond Bank adjacent to a Lakefront Lot contains a Pond Bulkhead, the Lakefront Lot owner shall be responsible for all maintenance of the Pond Bulkhead with is of a routine and cosmetic nature, including without limitation, cleaning, pressure washing and clearance of weeds, but repairs or other structural work on Pond Bulkheads shall be governed by Section 3 above.

PART 4
VIOLATIONS

SECTION 1. VIOLATIONS. In the event the CDD discovers a violation of this Rule it may:

1.1 Send notice to the owner on whose property the violation exists demanding removal of the Obstructions within a reasonable time;

1.2 Upon failure of the owner to remedy the violation or in the event the violation presents an imminent threat to life, property or to the continuous operation of the Surface Water Management System, the CDD shall have the right to enter onto the Easement and take corrective actions without further notice; or

1.3 Enter into a written agreement with the Lot Owner setting forth a procedure (1) for correction of the violation, or (2) permitting the violation to continue subject to certain conditions. The negotiation of such an agreement is solely at the CDD's discretion based upon its evaluation of the violation. This provision shall not be intended to create any rights to the continued existence of a violation in the absence of such a written agreement or to create any entitlement that the CDD enter into such an agreement.

1.4 In the event that the CDD is required to take action to remedy a violation of this Rule under 1.2 above or is required to take action to remedy a breach of a written agreement pursuant to 1.3 above, the CDD shall have the right to collect from the owner of the lot where the violation occurred all of the cost of remedying the violation, including the CDD's attorneys' fees expended in connection with such remedy, whether expended prior to court action, at trial or on appeal of any such action. Such costs are declared to create a special benefit to the Lot on which the remedy was performed and may be collected by imposing a special assessment against the Lot pursuant to the provisions of Fla. Stat. §190.021(3).

EXHIBIT 6

GRAND HAVEN MEETING AGENDA MATRIX

May, 2024	Workshop: 5/2	<p><i>Presentations</i></p> <p><i>Discussions</i></p> <ul style="list-style-type: none"> • FY 2025 Budget—continued • Safety and Security 	<ul style="list-style-type: none"> • Led by Vice Chair Polizzi
	Regular Meeting: 5/16	<p><i>Staff Reports</i></p> <ul style="list-style-type: none"> • District Engineer • District Counsel • District Manager <p><i>Consent Agenda Items</i></p> <ul style="list-style-type: none"> • Meeting Minutes <ul style="list-style-type: none"> ○ 4/4/2024 Workshop ○ 4/18/2024 Regular Meeting • Unaudited Financials (April 2024) <p><i>Business Items</i></p> <ul style="list-style-type: none"> • Approval of FY 2025 Budget <p><i>Discussions</i></p>	

GRAND HAVEN MEETING AGENDA MATRIX

<p><i>June, 2024</i></p>	<p><i>Workshop:</i> 6/6</p>	<p><i>Presentations</i></p> <p><i>Discussions</i></p> <ul style="list-style-type: none"> • Perimeter Fencing • Operations Manager Evaluation Process 	<ul style="list-style-type: none"> • Questions from Supervisors
	<p><i>Regular Meeting:</i> 6/20</p>	<p><i>Staff Reports</i></p> <ul style="list-style-type: none"> • District Engineer • District Counsel • District Manager <p><i>Consent Agenda Items</i></p> <ul style="list-style-type: none"> • Meeting Minutes <ul style="list-style-type: none"> ○ 5/2/2024 Workshop ○ 5/16/2024 Regular Meeting • Unaudited Financials (May 2024) <p><i>Business Items</i></p> <p><i>Discussions</i></p> <ul style="list-style-type: none"> • 10-Year Plan Presentation to Residents 	

GRAND HAVEN MEETING AGENDA MATRIX

July, 2024	Workshop	No Workshop	
	Regular Meeting: 7/18	<p>Staff Reports</p> <ul style="list-style-type: none"> • District Engineer • District Counsel • District Manager <p>Consent Agenda Items</p> <ul style="list-style-type: none"> • Meeting Minutes <ul style="list-style-type: none"> ○ 6/6/2024 Workshop ○ 6/20/2024 Regular Meeting • Unaudited Financials June 2024) <p>Business Items</p> <p>Discussions</p> <ul style="list-style-type: none"> • FY 2025 Budget Review for Updates 	

GRAND HAVEN MEETING AGENDA MATRIX

August, 2024	Workshop 8/1	<p><i>Presentations</i></p> <p><i>Discussions</i></p> <ul style="list-style-type: none"> • FY 2025 Budget Review for Updates • Oak Tree Management 	
	Regular Meeting: 8/15	<p><i>Staff Reports</i></p> <ul style="list-style-type: none"> • District Engineer • District Counsel • District Manager <p><i>Consent Agenda Items</i></p> <ul style="list-style-type: none"> • Meeting Minutes <ul style="list-style-type: none"> ○ 7/18/2024 Regular Meeting • Unaudited Financials July 2024) <p><i>Business Items</i></p> <ul style="list-style-type: none"> • PH for Budget Adoption <p><i>Discussions</i></p>	

GRAND HAVEN MEETING AGENDA MATRIX

<p><i>Unscheduled Items</i></p>	<p><i>Future Workshop Issues:</i></p> <ul style="list-style-type: none">• Framework for Sports Professional• Process for Plaques Honoring Residents• Vesta Property Services participation in Café'• Board Hearing from Contractors Involved in Café Renovations <p><i>Future Meeting Issues:</i></p>	<ul style="list-style-type: none">• John Lucansky to provide suggested framework
---------------------------------	--	--

GRAND HAVEN MEETING AGENDA MATRIX

SUBJECT	NOTES
Communications	<ul style="list-style-type: none"> • New website—Done • Chair to write annual report to residents at end of FY • “New Work in Progress” schedule on website: Done • Regular communications with HOA: Ongoing • Build relationship with City and County: Ongoing • Ten year plan presentation: 6/20 Meeting • Include \$ amounts in E-Blasts if known (e.g. the cost of cleaning out drains for putting yard debris in it): Ongoing
Safety and Security	<ul style="list-style-type: none"> • Improve visibility at intersections along Waterside (visibility of lines and hedge lines): Ongoing by OM • Plan for more perimeter fencing: Flagler County seeking funding alternatives. 10/5/2023 workshop added the matter of sound barrier walls; 1/4/2024 workshop: Barry provided rough estimate: 6/6 workshop • Inspect roads and walkways: Ongoing by OM & DE • Work with county and HOA regarding hogs: Ongoing • Modifications of all gates: Ongoing • Technology for gate access: Ongoing <ul style="list-style-type: none"> • Eliminate tailgating at Gate • Gate options for sidewalks—10/5: Board decided not to take action at this time. • Cell phone gate access for visitors—Done • Cap on number of amenity cards issued—4/18 Meeting • Wild Hog Issue: Ongoing
Café’ Renovations	<ul style="list-style-type: none"> • Design work for café contract signed (5/4/2023); Done
Vesta’s Participation in Cafe	<ul style="list-style-type: none"> • Postpone until later (1/18/2024 Regular Meeting)
Staffing/Organization	<ul style="list-style-type: none"> • Done
Pond and Bank Plan	<ul style="list-style-type: none"> • 2/15/2024 Meeting; 4/4 Workshop
Tech Strategy	
Parking Lot	1/5/2023 Workshop: Remove from Long Term plan
Alternative Energy	
Ten Year Plan	6/20 Meeting
What to do with Parcel K	
Parcel next to Golf Course	
Banking Oversight	Underway

GRAND HAVEN MEETING AGENDA MATRIX

Oak Tree Management	<ul style="list-style-type: none">• 8/1 workshop (Louise)
Dog Park	<ul style="list-style-type: none">• Minimal upgrades: (10/19/2023 Meeting). Done
Amenity Management Alternatives	<ul style="list-style-type: none">• 1/4/2024 workshop decision: Do not pursue. Done
Amenity Expansion	<ul style="list-style-type: none">• 4/4 workshop
Building Expansion	<ul style="list-style-type: none">• Additional Spacing needs; 4/4 workshop

EXHIBIT 7

Date of Action Item	Action Item	Status
	DISTRICT MANGER SECTION	
6/15/2023	DM to work with OM and DC to determine District responsibilities for Pond Banks	Underway
3/21/2024	DM to see if Louise has additional funding needs for Oak Trees in FY 2025	Done
3/21/2024	DM to see if assessment money can be paid quicker (Supervisor Debitetto to send a contact person my way with additional information on this)	
3/21/2024	DM to see if Louise can attend the 4/4 workshop	Done
3/21/2024	DM to see if FIA insurance coverage allows for the shooting of hogs in “pig brigs” on CDD property (hunters and trappers will have their own insurance)	3/25: Email sent to Andy with Egis; 3/25: Andy’s reply sent to Scott; 4/5: Status email sent to Scott
3/21/2024	DM to seek from DE an estimate for survey of “stem walls” in the Crossings	Done
3/21/2024	DM to send out to the Board a copy of the current insurance policy for the District	Done
4/4/2024	DM to send DC Louise’s list of questions for Pond Banks to report back to the Board	Done
4/4/2024	DM to send Board last schedule of roads from the DE	4/4: Email request sent to DE
XXXXXXXXXXXX XXXX	XXXXXXXXXXXXXXXXXXXXXXXXXXXX XXXXXXXX	XXXXXXXXXXXXXXXXXXXXXXXX XXXXXX
	OPERATIONS MANGER SECTION	

6/2/2022	OM is to set up a FPL energy audit for all structures in community including pumphouse.	6/9/2023: To be scheduled
6/15/2023	OM to work with DM and DC to determine District responsibilities for Pond Banks	Underway
8/17/2023 & 11/2/2023	OM to provide proposals for handicap access of doors at Village Center bathrooms and the Creekside bathrooms.	Underway; 2/5/2024: Proposals received
1/4/2024	OM to actively seek out hunters/trappers that are willing to meet contract obligations	Underway—Report given by OS at the 1/18/2024 Regular Board meeting & 2/1/2024 Workshop
1/18/2024	OM to review entry to Wild Oaks for Bike Safety Matter (is this on County ROW)	Underway
2/1/2024	OM to obtain proposal for surveying boundary for all of Grand Haven	
2/15/2024	OM, DC and Louise to provide list of options for Board to consider for Pond Bank issue	Done
2/15/2024	OM to remind residents of maintenance guidelines for ponds (quarterly reminders)	
4/4/2024	OS to have Solitude follow up with inspection of the inflow/outflow mechanics of ponds	Done
XXXXXXXXXXXX XXXX	XXXXXXXXXXXXXXXXXXXXXXXXXXXX XXXXXXXX	XXXXXXXXXXXXXXXXXXXXXXXX XXXXXX
	DISTRICT ENGINEER SECTION	
4/4/2024	DE to advise if ponds on golf course the responsibility of the District (functionality of ponds)	4/4: Email sent to DE

XXXXXXXXXXXX XXXX	XXXXXXXXXXXXXXXXXXXXXXXXXXXX XXXXXXXX	XXXXXXXXXXXXXXXXXXXXXXXX XXXXXX
	BOARD SECTION	
3/21/2024	Supervisors to send DM questions regarding the café proposal to send to the architect for 4/4 workshop	3/22: Email sent to the Board
3/21/2024	Dr. Merrill (in conjunction with DC when needed) to see about future plans for Escalante	Underway
3/21/2024	Chair to continue discussion with BankUnited for lost interest	Underway
4/4/2024	Supervisors to send DM questions for OM annual review form	4/4: Email sent to Board
XXXXXXXXXXXX XXXX	XXXXXXXXXXXXXXXXXXXXXXXXXXXX XXXXXXXX	XXXXXXXXXXXXXXXXXXXXXXXX XXXXXX
	DISTRICT COUNSEL SECTION	
1/19/2023	DC to work with City of Palm Coast to determine current storm clean up protocol and to provide a new MOU if possible	Underway
6/15/2023	DC to work with OM and DM to determine District responsibilities for Pond Banks	Underway
2/15/2024	DC to review pond bank issues with other communities	Review complete; discussion item for 4/18 Counsel Report
2/15/2024	OM, DC and Louise to provide list of options for Board to consider for Pond Bank issue	Done
3/21/2024	DC to send attorney for condos a message that Board wants a response within 10 days to letter about oak tree damage	3/29: Letter sent
3/21/2024	DC to obtain from architect a Scope of Work for Enhanced Management	Done--Not within Responsibility of Architect

EXHIBIT 8

EXHIBIT 9

EXHIBIT 10

EXHIBIT 11

1 **MINUTES OF MEETING**

2 **GRAND HAVEN**

3 **COMMUNITY DEVELOPMENT DISTRICT**

4 The Audit Committee Meeting of the Board of Supervisors of the Grand Haven Community
5 Development District was held on Thursday, March 21, 2024 at 9:01 a.m. in the Grand Haven Room, at the
6 Grand Haven Village Center, 2001 Waterside Parkway, Palm Coast, Florida 32137.

7 **FIRST ORDER OF BUSINESS – Call to Order/Roll Call**

8 Mr. McInnes called the meeting to order and conducted roll call.

9 Present and constituting a quorum were:

- | | | |
|----|-------------------------|---------------------------------------|
| 10 | Kevin Foley | Board Supervisor, Chairman |
| 11 | John Polizzi | Board Supervisor, Vice Chairman |
| 12 | Michael Debitetto | Board Supervisor, Assistant Secretary |
| 13 | Dr. Merrill Stass-Isern | Board Supervisor, Assistant Secretary |
| 14 | Nancy Crouch | Board Supervisor, Assistant Secretary |

15
16 Also present were:

- | | | |
|----|-------------------------------|---|
| 17 | David McInnes | District Manager, Vesta District Services |
| 18 | Lea Stokes <i>(via phone)</i> | Vesta Property Services |
| 19 | Scott Clark | District Counsel |
| 20 | Vanessa Stepniak | Operations Supervisor |
| 21 | John Lucansky | Amenity Manager |

22 *The following is a summary of the discussions and actions taken at the March 21, 2024 Grand Haven CDD*
23 *Board of Supervisors Audit Committee Meeting.*

24 **SECOND ORDER OF BUSINESS – Audience Comments**

25 There being none, the next item followed.

26 **THIRD ORDER OF BUSINESS – Business Items**

- 27 A. Exhibit 1: Consideration for Approval – The Minutes of the Audit Committee Meeting Held
28 February 15, 2024

29 On a MOTION by Ms. Crouch, SECONDED by Mr. Foley, WITH ALL IN FAVOR, the Board approved
30 the Minutes of the Audit Committee Meeting Held February 15, 2024, for the Grand Haven Community
31 Development District.

- 32 B. Exhibit 2: Presentation of Current Auditor Contract

- 33 C. Ranking of Audit Proposals

- 34 1. Exhibit 3: Summary & Criteria Evaluation

35 Mr. McInnes outlined benefits and disadvantages with changing audit firms, as while fresh
36 eyes could be advantageous in identifying fraud, there was a learning curve associated with
37 any auditor working with a new system. In response to Supervisor questions, Mr. McInnes
38 noted that he had prior experience with working with Berger, Toombs, Elam, Gaines &
39 Frank, as well as DiBartolomeo, McBee, Hartley & Barnes, P.A. Mr. Foley additionally
40 noted that as the CDD was a tax-exempt entity, a major role of the auditor would be looking
41 for fraud, and Mr. McInnes added that Grand Haven had some specific considerations
42 related to the fact that they hired employees.

- 43 2. Exhibit 4: Berger, Toombs, Elam, Gaines & Frank
44 Positive comments were heard from Mr. Polizzi and Ms. Crouch regarding this auditor's
45 credentials, staff, proposal cost, experience working with a large number of CDDs.
46 3. Exhibit 5: DiBartolomeo, McBee, Hartley & Barnes, P.A.
47 Mr. McInnes clarified that the proposal from DiBartolomeo, McBee, Hartley & Barnes,
48 P.A. was not a renewal of the current contract's terms, but rather a proposal for a new span
49 of time.
50 4. Exhibit 6: Grau & Associates
51 Mr. McInnes noted that this auditor had worked with the CDD previously, but had not
52 submitted a proposal for the last RFP three years prior. Dr. Merrill commented positively
53 on this auditor's clear presentation.

54 D. Audit Committee's Recommendations for Auditor Services

55 Mr. Foley asked the Board members whether they had an auditor they preferred. Mr. Polizzi and
56 Ms. Crouch stated that they preferred the proposal from Berger, Toombs, Elam, Gaines & Frank.
57 Dr. Merrill, Mr. Debitetto, and Mr. Foley stated that they preferred the proposal from Grau &
58 Associates. Following discussion of the District's financial accounts and the auditing process, Mr.
59 McInnes asked the Board members to score each proposal for tallying purposes.
60 Mr. McInnes read out the score tallies, stating that Berger, Toombs, Elam, Gaines & Frank's
61 proposal scored 433 points; DiBartolomeo, McBee, Hartley & Barnes, P.A.'s proposal scored 394
62 points; and Grau & Associates' proposal scored 457 points.

63 On a MOTION by Mr. Foley, SECONDED by Dr. Merrill, WITH ALL IN FAVOR, the Board approved
64 recommending Grau & Associates for auditor services beginning in Fiscal Year 2024, for the Grand Haven
65 Community Development District.

66 **FOURTH ORDER OF BUSINESS – Adjournment**

67 Mr. McInnes asked for final questions, comments, or corrections before requesting a motion to
68 adjourn the meeting. There being none, Mr. Foley made a motion to adjourn the meeting.

69 On a MOTION by Mr. Foley, SECONDED by Dr. Merrill, WITH ALL IN FAVOR, the Board adjourned
70 the meeting at 9:34 a.m. for the Grand Haven Community Development District.

71 **Each person who decides to appeal any decision made by the Board with respect to any matter considered*
72 *at the meeting is advised that person may need to ensure that a verbatim record of the proceedings is made,*
73 *including the testimony and evidence upon which such appeal is to be based.*

74
75
76
77
78
79
80
81

82 Meeting minutes were approved at a meeting by vote of the Board of Supervisors at a publicly noticed
83 meeting held on March 21, 2024.

84
85
86

Signature

Signature

87

Printed Name

Printed Name

88

89 Title: Secretary Assistant Secretary

Title: Chairman Vice Chairman

EXHIBIT 12

GRAND  HAVEN
COMMUNITY DEVELOPMENT DISTRICT

**RULES, POLICIES AND FEES FOR ALL
DISTRICT AND AMENITY FACILITIES**

*Amended through ~~November 2, 2023~~ April 18, 2024 by the
Board of Supervisors*

Adopted: ~~11/2/2023~~ 4/18/2024

Grand Haven Village Center Office

**2001 Waterside Parkway
Palm Coast, Florida 32137
(386) 447-0192**

Operations Manager's Office

**2 North Village Parkway
Palm Coast, Florida 32137
(386) 447-1888**

DEFINITIONS

“Amenity Facilities” – shall mean the properties and areas owned by the District and intended for recreational use and shall include, but not specifically be limited to, the Village Center and the Creekside Athletic Club, together with their appurtenant facilities and areas, the Wild Oaks dog park facility and appurtenant common areas, the golf course parking areas owned by the District, the sidewalks and other areas adjacent to Waterside Parkway, the Esplanade, together with any other such facilities referenced in these Rules. Amenity Facilities shall also include any other areas described in these Rules and the lakes/stormwater ponds owned by the District to the extent that they may be used for fishing purposes as described below. “Amenity Facility” shall mean any of the Amenity Facilities, individually. These rules also apply to any location where the District conducts business, has offices, or utilizes employees.

“Amenity Facilities Policies” or “Policies” or “Rules” – shall mean these Amenity Facilities Policies of Grand Haven Community Development District, as amended from time to time.

“Amenity Manager” – shall mean the management company, including its employees, staff and agents, contracted by the District to manage all Amenity Facilities within the District, which facilities include, but are not limited to, the Village Center and the Creekside Athletic Club.

“Annual User Fee” – shall mean the fee established by the District for any person that is not a Property Owner and wishes to become a Non-Resident Amenity Member. 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 Grand Haven Community Development District’s Board of Supervisors.

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

“Designated Parking Area” – shall mean the area designated for parking adjacent to a specific Amenity Facility, individually.

“District” – shall mean the Grand Haven Community Development District.

“District Contractor” – shall mean an individual who is or who works for a company or vendor with which the District has a contract to provide services for the District.

“District Employee” - shall mean any person employed by the District to provide services within the District.

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

“Family” – shall mean no more than two persons over the age of eighteen (18) years, occupying a single dwelling unit and using common cooking facilities, together with their lineal descendants or adopted children, but for purposes of these Rules governing use of the Amenity

Facilities, a Family shall not exceed two (2) persons for each bedroom contained in the originally permitted design for the dwelling unit owned or rented by the Family. Whenever these Rules refer to use of the Amenity Facilities by Registered Renters, a family shall consist only of those persons listed on a written lease agreement and their lineal descendants or adopted children, not to exceed two (2) persons for each bedroom contained in the originally permitted design for the dwelling unit. Whenever these rules refer to use of the Amenity Facilities by a Non-Resident Amenity Membership, a Family shall not exceed five (5) persons in total.

“House Guest” – shall mean any person who is temporarily residing as a guest in a Property Owner’s or Registered Renter’s home overnight for one night or longer. A House Guest may not be a resident of Flagler County, Florida.

“Individual with a Disability” - shall mean a person who has a physical or mental impairment that substantially limits one or more major life activities of the individual as described in section 413.08(1)(b), Florida Statutes.

“Non-Resident” – shall mean any person or persons that do not own property within the District or who are not Registered Renters.

“Non-Resident Amenity Member” – 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 Property Owners, Daily Guests, House Guests, Non-Resident Amenity Members, and Registered Renters/Leaseholders, each of whom is eighteen (18) years of age and older.

“Property Owner” – shall mean any person or family owning property within the Grand Haven Community Development District. For purposes of this definition and these Rules, “owning property within the Grand Haven Community Development District” shall refer to those residential properties that are contained within the jurisdictional boundaries established by ordinance for the Grand Haven Community Development District and which are contained within the “benefitted properties” being assessed annually for the District’s Operation and Maintenance Special Assessments levied pursuant to Fla. Stat. §190.021(3).

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

“Registered Renter” -- a tenant to whom a Property Owner has assigned the beneficial rights to use the Amenity Facilities pursuant to these Rules.

“Service Animal” – shall mean a dog or miniature horse that is trained to do work or perform tasks for an individual with a physical, sensory, psychiatric, intellectual, or other mental disability, that meets all of the requirements set forth in section 413.08(1)(d), Florida Statutes. A Service Animal is not a pet or an emotional support, therapy, comfort, or companion animal. As used herein, the term Service Animal may include more than one animal per Individual with a Disability.

PHOTO IDENTIFICATION CARDS

Photo ID Cards, or other forms of identification or access control established by the Board of Supervisors from time to time, will be issued to all members of each Property Owner's household as well as all Registered Renters and Non-Resident Amenity Members; this includes children thirteen (13) years of age and older. There is a charge, as established by the Board of Supervisors from time to time, to replace lost or stolen cards. The District may, from time to time, provide for the use of electronic devices intended to admit entry to the perimeter vehicle entry points by remote means (the "Gate Access Device" or "GAD"). Possession and use of a GAD is a privilege, not a right associated with Property ownership or other form of membership, and is subject to policies as they may be established by the Board of Supervisors, from time to time. It is a condition for the use of the Amenity Facilities that a Property Owner, Registered Renter or Non-Resident Amenity Member shall have complied with registration and access control policies established by the Board of Supervisors.

Notwithstanding the foregoing, or any other provision in these Rules, the Village Center Cafe shall be available for use by paying customers who are accompanied by a Property Owner, Registered Renter or Non-Resident Amenity Member but who are not themselves Property Owners, Registered Renters or Non-Resident Amenity Members (a "Cafe Guest") without the necessity of obtaining a Photo ID Card or paying a Daily Guest Fee. Any Cafe Guest is still bound to follow the provisions of these Rules that do not relate to Photo ID Cards or fees, including specifically the rules relating to conduct within the Amenity Facilities. A Cafe Guest shall not be permitted in or utilize portions of the Amenities other than the Cafe and restrooms without complying with other provisions of these Rules relating to Daily Guests. The Board of Supervisors shall have the authority to adopt and amend policies, from time to time, to prevent Village Center Cafe users from circumventing the intent of the access provisions contained herein.

GRAND HAVEN ANNUAL USER FEE

The Annual User Fee for any person or Family not owning real property (and which is not a Registered Renter) within the District is \$3,300.00 per year. This payment must be paid in full at the time of completion of the Non-Resident Amenity Member application and the corresponding agreement. This fee will cover membership to all Amenity Facilities for one (1) full year from the date of receipt of payment by the District. Each subsequent annual membership fee shall be paid in full on the anniversary date of application for membership. Failure to pay the annual membership fee shall result in a termination of the use rights provided for herein. Such fee may be increased, not more than once per year, by action of the Board of Supervisors, to reflect increased costs of operation of the amenity facilities; such increase may not exceed fifteen percent (15%) per year, except to the extent that a greater increase is adopted pursuant to Fla. Stat. §190.035(2). This membership is not available for commercial purposes. The number of Non-Resident Amenity Memberships which may be available at any given time is subject to a maximum set by the Board of Supervisors from time to time, based upon considerations of crowding, parking, overtaxing of facilities and other factors that the Board may consider in its discretion. The maximum number of Non-Resident Amenity Members is established at _____ families as of the time of adoption of the Rule amendments on April 18, 2024. The Board of Supervisors may, by resolution adopted at a regular meeting, modify the maximum number of Non-Resident Amenity Members from time to time.

HOUSE GUESTS AND DAILY GUESTS

- (1) House Guests and Daily Guests must register with the office of the Amenity Manager. The Property Owner or Registered Renter inviting the House Guest or Daily Guest must be present upon registration, unless other arrangements have been made with the Amenity Manager's office (example: out of state property owners and seasonal residents). A daily usage fee of ten dollars (\$10.00) per Daily Guest must be paid by Property Owner or Registered Renter upon guest registration.
- (2) Property Owners or Registered Renters who have registered a House Guest or Daily Guests are responsible for any and all actions taken by such House Guest or Daily Guest. Violation by a House Guest or Daily Guest on any of these Policies as set forth by the District could result in loss of that Property Owner or Registered Renter's privileges and membership.

RENTER'S PRIVILEGES

- (1) Property Owners who rent out or lease out their unit(s) in the District shall have the right to designate the Renter (thereafter, the "Registered Renter") of their residential unit(s) as the beneficial users of the Property Owner's membership privileges for purposes of Amenity Facilities use. The District shall adopt and enforce procedures to provide for the written assignment of the membership privileges between the Property Owner and the Renter which shall, among other things, identify the persons who will occupy the residence and be entitled to exercise the membership privileges, require submission of a copy of the lease or rental agreement and adequate identification of those persons to the District and discontinue the use rights of such Property Owners during the term of any assignment of membership privileges.
- (2) In order for the Renter to be entitled to use the Amenity Facilities, the Renter must acquire a membership with respect to the residence which is being rented or leased. A Renter who is designated as the beneficial user of the Property Owner's membership shall be entitled to the same rights and privileges to use the Amenity Facilities as the Property Owner and is further identified as a Registered Renter.
- (3) During the period when a Registered Renter is designated as the beneficial user of the membership, the Property Owner shall not be entitled to use the Amenity Facilities with respect to that membership. Any identification cards or other devices permitting access to the Amenity Facilities and any GAD must be surrendered to the District and may be deactivated by the District.
- (4) Property Owners shall be responsible for all charges incurred by their Renters which remain unpaid after the customary billing and collection procedure established by the District. Property Owners are responsible for the deportment of their respective Renter.
- (5) Renters shall be subject to such other rules and regulations as the Board may adopt from time to time.

FACILITY USAGE FEES

- (1) A Daily Usage Fee as established by the Board of Supervisors from time to time will be charged to all Daily Guests using any of the Amenity Facilities for the day. The right to the use of the Amenity Facilities is only good for the day on which the fee is paid. This Daily Usage Fee entitles such Daily Guest to the access and use of all Amenity Facilities within the rules and regulations established by the Board.
- (2) The Daily Usage Fee may be increased, not more than once per year, by action of the Board, to reflect increased cost of operation of the Amenity Facilities. Such increase may not exceed fifteen percent (15%) per year.
- (3) The Daily Usage Fee will be collected by the Amenity Manager, on behalf of the District, for all Amenity Facilities. The Daily Usage Fee shall be fully non-refundable after receipt by the Amenity Manager.
- (4) Special events, tournaments or league play, and fees for the same, must be previously approved by the Board prior to the date of such event. A list of Daily Guest participants must be provided to the Amenity Manager and all fees must be collected prior to holding the event. All District rules apply to all participants.
- (5) The Board of Supervisors may adopt and define policies, from time to time, that permit limited passive use of certain of the Amenity Facilities for strictly social and passive purposes with a reduced daily usage fee (the "Limited Daily Usage Fee"). The Limited Daily Usage Fee shall not permit access to recreational facilities, but is intended for social gatherings and the like. The Board shall by resolution adopt any such policies, set the Limited Daily Usage Fee, establish restrictions and amend such policies, fees and restrictions from time to time.

GENERAL FACILITY PROVISIONS

- (1) The Board reserves the right to amend, modify, or delete, in part or in their entirety, these Policies when necessary, at a duly-noticed Board meeting, and will notify the Patrons of any changes. However, in order to change or modify rates or fees beyond the increases specifically allowed for by the District's rules and regulations, the Board must hold a duly-noticed public hearing on said rates and fees.
- (2) Children under thirteen (13) years of age must be accompanied at all times by a parent or adult Patron over eighteen (18) years of age.
- (3) All hours of operation of Amenity Facilities, including holiday schedules, will be established and published by the District as the Board determines from time to time.
- (4) Dogs and all other pets (with the exception of a Service Animal as defined herein and complying with section 413.08(1)(d), Florida Statutes) are not permitted at the Village Center or Creekside Amenity Facilities. In the event a special event is held, as previously approved by the Board, and dogs are permitted at the Amenity Facilities as part of the special event,

they must be leashed. Patrons are responsible for picking up after all pets as a courtesy to residents. All such animals must be in compliance with the Chapter 8 of the City of Palm Coast Code of Ordinances, including, without limitation, the provisions in Section 8-31 regarding leashes of no more than eight feet in length, and the provisions of Section 8-28 regarding removal of nuisance animals.

It is the owners' responsibility to ensure that all dogs, including Service Animals, are healthy, vaccinated and collared with identification.

- (a) The work done or tasks performed must be directly related to the individual's disability and may include, but are not limited to, guiding an individual who is visually impaired or blind, alerting an individual who is deaf or hard of hearing, pulling a wheelchair, assisting with mobility or balance, alerting and protecting an individual who is having a seizure, retrieving objects, alerting an individual to the presence of allergens, providing physical support and assistance with balance and stability to an individual with a mobility disability, helping an individual with a psychiatric or neurological disability by preventing or interrupting impulsive or destructive behaviors, reminding an individual with mental illness to take prescribed medications, calming an individual with posttraumatic stress disorder during an anxiety attack, or doing other specific work or performing other special tasks.
 - (b) A Service Animal must be under the control of its handler and must have a harness, leash, or other tether, unless either the handler is unable because of a disability to use a harness, leash, or other tether, or the use of a harness, leash, or other tether would interfere with the service animal's safe, effective performance of work or tasks, in which case the service animal must be otherwise under the handler's control by means of voice control, signals, or other effective means.
 - (c) The District may exclude or remove from its premises a Service Animal if the Service Animal is out of control and its handler does not take effective action to control it, the Service Animal is not housebroken, or the Service Animal's behavior poses a direct threat to the health and safety of others. Allergies and fear of animals are not valid reasons for denying access or refusing service to an individual with a Service Animal. If a Service Animal is excluded or removed for being a direct threat to others, the District shall provide the Individual with a Disability the option of continuing access to the District's premises without having the Service Animal on the premises.
 - (d) A person who knowingly and willfully misrepresents herself or himself, through conduct or verbal or written notice, as using a Service Animal and being qualified to use a Service Animal or as a trainer of a Service Animal commits a misdemeanor of the second degree, punishable as provided in sections 775.082 or 775.083, Florida Statutes, and may be subject to expulsion from the District's premises and/or suspension or termination of Amenities privileges as described herein.
- (5) Parking is available at the Village Center and Creekside during normal operating hours for Patrons and Daily Guests using the amenities at these locations and as specifically permitted by the Operations Manager. It is a violation of these Rules to park in the Designated Parking Area of an Amenity Facility, *except* while actively using that specific Amenity Facility or an Amenity adjacent to it. This prohibition includes all parking in a Designated Parking Area when the adjacent Amenity Facility is closed. Overnight and Daily Guest and House Guest overflow parking is not permitted without written permission of the Operations Manager. Vehicles may not be parked in any space not designated as a parking space, on grass lawns,

or in any way which blocks another vehicle or the normal flow of traffic. Vehicles in violation of these Rules are subject to being towed. Patrons violating these Rules may be subject to suspension or termination of Amenity Privileges as set forth below (see section entitled "Restriction or Suspension of District Privileges").

- (6) Fireworks of any kind are not permitted anywhere at or on the Amenity Facilities or adjacent areas.
- (7) Only District employees are allowed in the service areas of the Amenity Facilities.
- (8) Patrons, House Guests and Daily Guests must present their ID cards or guest passes when requested by staff at any Amenity Facility.
- (9) The Board of Supervisors (as an entity), the Operations Manager, the Amenity Manager and its staff shall have full authority to enforce these policies.
- (10) All lost or stolen ID cards should be reported immediately to the Amenity Manager's office. A fee as established by the Board of Supervisors from time to time will be assessed for any replacement cards.
- (11) Smoking is not permitted at any of the Grand Haven Amenity Facilities except within designated smoking areas.
- (12) House Guests must be registered and accompanied by a Patron before entering the Amenity Facilities. Once registered, House Guests may enter unaccompanied by Patron.
- (13) Disregard for rules or policies may result in expulsion from the Amenity Facilities and/or loss of Amenity Facilities privileges in accordance with the procedures set forth herein.
- (14) Glass and other breakable items are not permitted at any Amenity Facility.
- (15) Patrons, House Guests and Daily Guests shall treat all staff members and District Employees or District Contractors with courtesy and respect.
- (16) Off-Highway vehicles, as defined by Fla. Stat. §261.03(5), are prohibited on all property owned, maintained and operated by the District or on any of the Amenity Facilities.
- (17) The District will not offer childcare services to Patrons, House Guests and Daily Guests at any of the Amenity Facilities.
- (18) Skateboarding, hoverboards, Razor® brand or similar scooters or any similar movable device with one or more wheels, and rollerblading are not allowed on the Amenity Facilities property at any time. This includes, but is not limited to, the Village Center, Creekside Athletic Club, tennis courts, basketball courts, pickleball courts, croquet courts, athletic fields, playground area, and sidewalks surrounding these areas.
- (19) Performances at any Amenity Facility, including those by outside entertainers, must be approved in advance by the Amenity Manager.

- (20) All food and beverages consumed at the Village Center facilities must be provided by the Village Center per the District's contract with the Amenity Manager.
- (21) Except as specifically prohibited herein, alcoholic beverages may be sold, served and consumed on the Amenity Facility premises in accordance with state and local laws. Alcoholic beverages may only be sold to adults twenty-one (21) years of age or older, and shall not be sold for off-premises consumption. All alcoholic beverages consumed or possessed on the Amenity Facilities premises must be purchased at the Amenity Facilities, except as otherwise provided by the Amenity Manager. The Amenity Manager reserves the right to refuse service to any Patron, House Guests or Daily Guests when that person appears to be intoxicated.
- (22) Commercial advertisements shall not be posted or circulated in the Amenity Facilities. Petitions, posters or promotional material shall not be originated, solicited, circulated or posted on Amenity Facilities property unless approved in writing by the Amenity Manager.
- (23) The Amenity Facilities shall not be used for commercial purposes without written permission from the Board. The term "commercial purposes" shall mean those activities which involve, in any way, the provision of goods or services for compensation.
- (24) Firearms or any other weapons are not permitted in any of the Amenity Facilities, except to the extent that state and federal law limits the right of the District to impose restrictions against firearms.
- (25) The Amenity Manager reserves the right to authorize all programs and activities, including the number of participants, equipment and supplies usage, facility reservations, etc., at all Amenity Facilities, except usage and rental fees that have been established by the Board. The Amenity Manager also has the right to authorize management-sponsored events and programs to better serve the Patrons, and to reserve any Amenity Facility for said events (if the schedule permits) and to collect revenue for those services provided. This includes, but is not limited to, various athletic events and programs, and children's programs, social events, etc. Should the District be entitled to any of these revenues based on its established rental or usage fees, the Amenity Manager will be required to compensate the District accordingly.
- (26) Loitering (the offense of standing idly or prowling in a place, at a time or in a manner not usual for law-abiding individuals, under circumstances that warrant a justifiable and reasonable alarm or immediate concern for the safety of persons or property in the vicinity) is not permitted at any Amenity Facility.
- (27) All Patrons shall abide by and comply with any and all federal, state and local laws and ordinances while present at or utilizing the Amenity Facilities, and shall ensure that any minor for whom they are responsible also complies with the same.
- (28) Bicycles, and scooters must be parked in bike racks provided at all Amenity Facilities. Do not park or chain bicycles or scooters to entry gates, breeze way gates, light poles or parking lot signs. Bicycles, scooters, skateboards, hoverboards and the like should not be ridden or left in walkways, breeze ways or on pool decks at any time. In the event that these items are

found parked around the facilities in an area other than at the bike racks, they will be collected by the staff and taken to the Amenity Manager's office. The District Board may from time to time, by resolution, prescribe an administrative and storage fee for items which are removed and stored because of violations of this rule. *Bicycle* means every vehicle propelled solely by human power having two (2) tandem wheels, and including any device generally recognized as a bicycle though equipped with two (2) front or two (2) rear wheels. The term does not include an electric bicycle, motorized scooter or similar device.

Electric bicycle means any bicycle or tricycle equipped with fully operable pedals, a seat or saddle for use of the rider, and an electric motor of less than seven hundred fifty (750) watts. This definition includes all classes of electric bicycle under F.S. 316.003(23).

Motorized scooter means any vehicle or micromobility device without pedals that is powered by a motor with or without a seat or saddle for the use of the rider, which is designed to travel on not more than three (3) wheels, and which is not capable of propelling the vehicle at a speed greater than twenty (20) miles per hour on level ground as defined by F.S. 316.003(45). Nothing in this section 28 is intended to exclude motorized wheelchairs.

LOSS OR DESTRUCTION OF PROPERTY OR INSTANCES OF PERSONAL INJURY

- (1) Each Patron, House Guests and Daily Guests, as a condition of invitation to the Amenity Facilities, assumes 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 or in any of the Amenity Facilities, whether in lockers or elsewhere.
- (2) No person shall remove from the room in which it is placed, or from any Amenity Facility, any property or furniture belonging to the District or its contractors without proper authorization from the Amenity Manager or the Board. Patrons shall be liable for any property damage and/or personal injury at the Amenity Facilities, or at any activity or function operated, organized, arranged or sponsored by the District or its contractors, which is caused by the Patron, House Guests and Daily Guests or family member(s). The District reserves the right to pursue any and all legal and equitable measures necessary to remedy any losses it suffers due to property damage or personal injury caused by a Patron, House Guests and Daily Guests or family member(s).
- (3) Any Patron, House Guests and Daily Guests 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 Facilities' premises, shall do so at his or her own risk, and shall hold the Amenity Facilities' owners, the District, the Board of Supervisors, District employees, District representatives, District contractors and District agents, harmless from any and all loss, cost, claim, injury, damage or liability sustained or incurred by him or her, resulting therefrom 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, representatives, contractors, and agents

hereunder with respect to any loss, cost, claim, injury, damage or liability sustained or incurred by any House Guests and Daily Guests or family member of such Patron.

- (4) Should any party bound by these Policies bring suit against the District, the Board of Supervisors or staff, agents or employees of the District, or any Amenity Facility operator or its 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 Amenity Facilities' operators, officers, employees, representatives, contractors or agents, said party bringing suit shall be liable to the prevailing party (i.e. the District, etc.) 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 GRAND HAVEN AMENITY FACILITY USAGE POLICY

All Patrons, House Guests and Daily Guests using the Amenity Facilities must sign in to indicate amenity usage or activity.

All Patrons, House Guests and Daily Guests using the Amenity Facilities are expected to conduct themselves in a responsible, courteous and safe manner, in compliance with all policies and rules of the District governing the Amenity Facilities. Violation of the District's Policies and/or misuse or destruction of Amenity Facility equipment may result in the suspension or termination of District Amenity Facility privileges with respect to the offending Patron, House Guests and Daily Guests.

Hours: The District Amenity Facilities and Designated Parking Areas are open and available for use by Patrons ("Open") during normal operating hours to be established and posted by the District. At all other times the District Amenity Facilities and Designated Parking Areas, including without limitation, the Creekside building and pool, the Village Center building pool, are closed and unavailable for use by Patrons ("Closed"). An Amenity Facility which is secured by a gate or fence shall be Closed when the gate or fence is in a closed position and secured by a lock or similar device. An Amenity Facility which is not secured by a gate or fence (including, without limitation, basketball courts and the Wild Oaks dog park) are Closed from thirty (30) minutes after sunset until sunrise. An Amenity Facility may also be Closed when it is in need of repair or maintenance work, which takes precedence over the use of the Amenity Facility or other scheduled activities. It is a violation of these Rules to use an Amenity Facility or Designated Parking Area when it is Closed. Patrons violating these Rules may be subject to suspension or termination of Amenity Privileges as set forth below (see section entitled "Restriction or Suspension of District Privileges").

Parking: Patrons must comply with the District's parking policies as set forth in paragraph (5) of the General Facility Provisions, above.

Emergencies: After contacting 911 if required, all emergencies and injuries must be reported to the Amenity Manager (386) 447-0192 or Operations Manager (386) 447-1888 and to the office of the District Manager (877) 276-0889.

District Equipment: All equipment owned by the District and available for use by Patrons, House Guests and Daily Guests must be signed out at the Amenity Manager's office, and the Amenity Manager shall retain that Patron's ID card as security for the return of the equipment. The Patron who signs out the equipment is responsible for its use and return as signed out. Should the equipment be returned damaged, missing pieces or in worse condition than when it was signed out, that Patron, House Guests and Daily Guests will be responsible to the District for any cost associated with repair or replacement of the equipment.

Alcoholic Beverage Policy: All alcoholic beverages consumed at the Village Center must be furnished by the Village Center. Alcoholic beverages may be sold, served, and consumed on the premises in accordance with state and local laws.

Please note that the Amenity Facilities are unattended facilities. Persons using the Amenity Facilities do so at their own risk. Amenity Manager's staff members are not present to provide personal training, exercise consultation or athletic instruction, unless otherwise noted, to Patrons, House Guests and Daily Guests. Persons interested in using the Amenity Facilities are encouraged to consult with a physician prior to commencing a fitness program.

GENERAL SWIMMING POOL RULES

NO LIFEGUARD ON DUTY – SWIM AT YOUR OWN RISK

- (1) All Patrons, House Guests and Daily Guests must present their ID Cards or guest passes when requested by staff. At any given time, a Property Owner may accompany up to four (4) Daily Guests to the swimming pool.
- (2) Children under thirteen (13) years of age must be accompanied at all times by a parent or adult Patron during usage of the pool facility.
- (3) No diving, jumping, pushing, running or other horseplay is allowed in the pool or on the pool deck area.
- (4) Hanging on the lane lines, interfering with the lap-swimming lane, and diving are prohibited.
- (5) Radios, tape players, CD players, MP3 players, televisions or other electronic devices are not permitted unless they are personal units equipped with headphones.
- (6) Swimming is permitted only during designated hours as posted at the pool, and such hours are subject to change at the discretion of the Amenity Manager. Swimming after dusk is prohibited by the Florida Department of Health. Patrons, House Guests and Daily Guests swim at their own risk and must adhere to swimming pool rules at all times.
- (7) Showers are required before entering the pool.
- (8) Alcohol and food not purchased at the Amenity Facilities are prohibited poolside. Glass containers are prohibited.
- (9) 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 swimsuit over the swim diaper, to reduce the health risks associated with human waste in the swimming pool/deck area.
- (10) Play equipment, such as floats, rafts, snorkels, dive sticks, and flotation devices must meet with staff approval prior to use. 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 causes a safety concern.
- (11) Swimming pool hours will be posted. Pool availability may be limited or rotated in order to facilitate maintenance of the facility. Depending upon usage, the pool may be closed for various periods of time to facilitate maintenance and to maintain health code regulations.
- (12) Pets (except Service Animals complying with Fla. Stat. §413.08(1)(d)), bicycles, skateboards, roller blades, scooters, golf carts, hoverboards and the like are not permitted on the pool deck area inside any Amenity Center gates at any time. The term “bicycle” shall include electric bicycles, motorized scooters and any similar powered locomotion device. (See “General Facilities Provisions” No. (4).)

- (13) The Amenity Manager reserves the right to authorize all programs and activities (including the number of participants, equipment and supplies usage, etc.) conducted at the pool, including swim lessons and aquatic/recreational programs.
- (14) Any person swimming during non-posted swimming hours may be suspended from using the facility.
- (15) Proper swim attire (no cutoffs) must be worn in the pool.
- (16) No chewing gum is permitted in the pool or on the pool deck area.
- (17) For the safety and hygiene of others, the changing of diapers or clothes is not allowed poolside.
- (18) No one shall pollute the pool. Anyone who pollutes the pool is liable for any costs incurred in treating and reopening the pool.
- (19) Radio controlled vehicles, air and/or water craft and drones are not allowed in the pool area.
- (20) Pool entrances must be kept clear at all times.
- (21) No swinging on ladders, fences, or railings is allowed.
- (22) Pool furniture is not to be removed from the pool area.
- (23) Loud, profane, or abusive language is absolutely prohibited.
- (24) No physical or verbal abuse will be tolerated.
- (25) Tobacco products are not allowed in the pool/spa area.
- (26) Illegal drugs are not permitted.
- (27) The District is not responsible for lost or stolen items.
- (28) Chemicals used in the pool/spa may affect certain hair or fabric colors. The District is not responsible for these effects.
- (29) Lane markers will be in place for lap swimmers from 7:30 a.m. until 9:30 a.m. Monday through Friday at the Village Center pool.
- (30) The Village Center pool, spa and deck area may not be rented at any time; however, access may be limited at certain times for various District functions, as approved by the Board. In such situations, the Creekside pool facility will remain open to Patrons, House Guests and Daily Guests.
- (31) Chair lifts or other ADA-compliant devices are restricted for the use of persons requiring such devices. Chair lifts are designed so that, according to applicable regulations, they may be used

by persons with disabilities without the assistance of another person. Amenity staff members are available to provide instruction or answer questions about the use of the chair lift but are not allowed to physically assist the Patron in getting in and out of the chair lift or in and out of the water. If a person using the chair lift requires the physical assistance of another person in using the chair lift, the person must make separate arrangements to bring such other person along.

- (32) Washing or soaking bathing suits or articles of clothing in the hand sinks is strictly prohibited.
- (33) Personal grooming of any kind is prohibited in pools.

SPA RULES

NO LIFEGUARD ON DUTY -- USE AT YOUR OWN RISK

- (1) All previous safety issues under pool rules apply.
- (2) No one less than thirteen (13) years of age allowed in spa.
- (3) Maximum capacity: Eight (8) people.
- (4) No food or drinks are allowed to be consumed while in the pool/spa.
- (5) Chair lifts or other ADA-compliant devices are restricted for the use of persons requiring such devices. Chair lifts are designed so that, according to applicable regulations, they may be used by persons with disabilities without the assistance of another person. Amenity staff members are available to provide instruction or answer questions about the use of the chair lift but are not allowed to physically assist the Patron in getting in and out of the chair lift or in and out of the water. If a person using the chair lift requires the physical assistance of another person in using the chair lift, the person must make separate arrangements to bring such other person along.
- (6) Personal grooming of any kind is prohibited in the spas.

SWIMMING POOL: THUNDERSTORM POLICY

The Amenity Manager will control whether swimming is permitted in inclement weather, and the pool facility may be closed or opened at their discretion.

SWIMMING POOL: FECAL ACCIDENT POLICY

- (1) If contamination occurs, the pool will be closed for twelve (12) hours so that remedial measures may be taken to ensure safe swimming conditions.

- (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

Eligible Users: Patrons, House Guests and Daily Guests eighteen (18) years of age and older are permitted to use the District fitness centers during designated operating hours. No children under the age of eighteen (18) are allowed in the District fitness centers.

Eligible Youth Users: Children between the ages of fifteen (15) and eighteen (18) years of age shall be permitted to use the District fitness centers in strict compliance with the following requirements:

- (1) The child must be accompanied at all times and supervised by a parent, or other responsible adult 21 years of age or older who has been identified in a written permission form executed by the parent of the child. The parent or responsible adult must be present continuously while the child is using the fitness center.
- (2) The child and his parent or legal guardian shall sign a release form acceptable to the District:
(a) holding the District harmless from injury or other harm as a result of the child's use of the fitness center; (b) acknowledging the requirements of this rule; (c) certifying that the child has had a physical exam within a year that released him for participation in athletics, and (d) taking full responsibility for the actions and safety of the child.

Food and Beverage: Food (including chewing gum) is not permitted within the District fitness centers. Beverages, however, are permitted in the District fitness centers if contained in non-breakable containers with screw top or sealed lids. Alcoholic beverages are not permitted. Smoking is not permitted in the District fitness centers.

- (1) Appropriate attire and footwear (covering the entire foot) must be worn at all times in the District fitness centers. Appropriate attire includes t-shirts, tank tops, shorts, leotards, and/or sweat suits (no swimsuits).
- (2) Each individual is responsible for wiping off fitness equipment after use.
- (3) Use of personal trainers is permitted in the District fitness centers per approval of the Amenity Manager.
- (4) Hand chalk is not permitted to be used in the District fitness centers.
- (5) Radios, tape players, CD players and other electronic devices are not permitted unless they are personal units equipped with headphones.

- (6) No bags, gear, or jackets are permitted on the floor of the District Fitness Centers or on the fitness equipment. Lockers are available on a daily basis in the bath houses for storage of personal items.
- (7) Weights or other fitness equipment may not be removed from the District fitness centers.
- (8) Please limit use of cardiovascular equipment to thirty (30) minutes and step aside between multiple sets on weight equipment if other persons are waiting.
- (9) Please be respectful of others. Allow other Patrons, House Guests and Daily Guests to also use equipment, especially the cardiovascular equipment.
- (10) Please replace weights to their proper location after use.
- (11) 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.
- (12) Any fitness program operated, established and run by the Amenity Manager may have priority over other users of the District fitness centers.
- (13) The Fitness Center is not intended to be a body-building gym but an exercise facility for Grand Haven Patrons.

EQUIPMENT CHECK-OUT AND LOCKER POLICY

In order to check-out any available athletic equipment owned by the district (i.e. basketballs, tennis racquets, etc.) or temporarily reserve a bath-house locker for personal use, all Property Owners, Registered Renters and Non-Resident Amenity Members must tender their Grand Haven Photo ID card at the Village Center office at the time of check-out. In lieu of a Grand Haven Photo ID card, all other Patrons, other than a Property Owner, Registered Renter or Non-Resident Amenity member, who wish to check-out equipment or reserve a locker must tender a state identification card (i.e. driver's license), and that Patron must be properly identified and registered at the Village Center office by their accompanying Property Owner, Registered Renter or Non-Resident Amenity Member. Upon return of the checked-out equipment or locker key, the Photo ID card or state identification card, as applicable, shall be returned to the Patron. Any Patron signing out any equipment is solely responsible for damaged or missing items.

GRAND HAVEN RECREATION FACILITY RESERVATION POLICY

Reservation Policy:

- Staff will take reservations up to one (1) day in advance for the following amenities: tennis, volleyball, basketball, bocce, pickleball, and croquet. Reservations are on a first come, first served basis and can be made either one (1) day prior in person at the Village Center or via telephone, after in-person period has expired up to actual play time by calling the **Reservation Line at (386) 447-0192**. Staff will not accept voice messages left with the Village Center

Office as a reservation. You must speak to a staff member either on the phone or in person to confirm your reservation. Reservations may also be made on the amenity website (grandhavenamenity.com).

- The first and last names of all participants who will be utilizing the reserved facility must accompany the reservation.
- A Patron may only reserve one (1) court or playing field at any one scheduled time.
- Reservations will be accepted by staff during specific times posted at the Village Center Office and are on a first come, first served basis. Times scheduled for reservations acceptance are subject to change based on recommendation by the Amenity Center Manager with approval by the Operations Manager or District Manager.
- Reservations are available for up to 1.5 hour increments for all facilities listed in the reservation policy.
- Please call The Village Center Office if you cannot make your scheduled reservation so we can re-assign the reservation time slot.
- Late arrivals or no shows: we will hold your reservation for 15 minutes past your scheduled start time before re-assigning the reservation time slot.
- At the discretion of the Amenity Director, and the approval of the Operations Manager and the GHCDD Board of Supervisors, certain reservation play day/times may be block-scheduled on a recurring basis to accommodate organized play groups of GH residents. These policies are subject to change at any time pursuant to action by the Board of Supervisors at a duly noticed CDD Board Meeting.

TENNIS AND PICKLEBALL FACILITY POLICIES

When not subject to a reservation, the courts are available on a first come, first served basis. It is recommended that Patrons desiring to use the courts check with the staff to verify availability. Use of a court is limited to one and a half (1.5) hours when others are waiting, unless the court is used pursuant to a reservation discussed above. If no one is waiting, play may continue.

As a courtesy to other patrons, we ask that all players please recognize and abide by these rules and guidelines. Remember, not only are these lifetime sports, it is also a game of sportsmanship, proper etiquette and fair play.

- (1) Equipment, if available, may be checked-out from the Village Center office in accordance with the Equipment Check-Out and Locker Policy set forth herein.
- (2) Proper etiquette shall be adhered to at all times. The use of profanity or disruptive behavior is prohibited.
- (3) Proper shoes and attire, as determined by the Amenity Manager, are required at all times while on the courts. Shirts must be worn at all times.

- (4) Courts are for Patrons, House Guests and Daily Guests only. Patrons may invite House Guests and Daily Guests for play, but shall accompany their House Guests and Daily Guests and register them properly. The limit is three (3) House Guests and Daily Guests to a single court.
- (5) No jumping over nets.
- (6) Players must clean up after play. This includes “dead” balls, Styrofoam cups, plastic bottles, etc. The goal is to show common courtesy by leaving the court ready for play for Patrons who follow you.
- (7) Court hazards or damages, such as popped line nails, need to be reported to the Amenity Manager for repair.
- (8) Residents using these facilities must supply their own equipment (rackets, balls, etc.).
- (9) The courts are for the play of tennis and pickleball only. Pets, roller blades, bikes, skates, skateboards, scooters, hoverboards and the like are prohibited on the courts.
- (10) Beverages are permitted at the these facilities if they are contained in non-breakable containers with screw top or sealed lids. No food or glass containers are permitted on the tennis courts.
- (11) No chairs, other than those provided by the District, are permitted on the courts.
- (12) Lights at the these facilities must be turned off after use.
- (13) Children under the age of thirteen (13) are not allowed to use the these facilities unless accompanied by an adult Patron.
- (14) The courts may be reserved by the District for District-sponsored events or functions.
- (15) If you find it necessary to “bump” other players when it is your turn to play:
 - a) Never attempt to enter someone else’s court before your reservation time.
 - b) Never enter the court or distract players while others are in the middle of a point or game.
 - c) Wait outside the entrance gate and politely inform the players that you have a reservation time.
 - d) Allow players to finish out one more point, and then begin the player changeover for the court.
 - e) If you are bumped from a court and wish to continue play, please notify the Village Center office staff and they will do their best to get you on the next available court.
- (16) The amenity management company has the exclusive right to select and contract with one or more qualified tennis professionals to offer tennis lessons, at a separate fee, to residents and

guests when accompanied by a resident. No other professional for-profit tennis instruction will be allowed on District courts.

VOLLEYBALL COURT POLICIES

- (1) Volleyball equipment, if available, may be checked-out from the Village Center office in accordance with the Equipment Check-Out and Locker Policy set forth herein.
- (2) Proper volleyball etiquette shall be adhered to at all times. The use of profanity or disruptive behavior is prohibited.
- (3) Proper volleyball or athletic shoes and attire are required at all times while on the courts. Shirts must be worn. No black soled shoes allowed.
- (4) The volleyball facility is for the play of volleyball only. Pets, roller blades, bikes, skates, skateboards, scooters, hoverboards and the like are prohibited from use at the facility.
- (5) Beverages are permitted at the volleyball facility if they are contained in non-breakable containers with screw top or sealed lids.
- (6) No chairs, other than those provided by the District, are permitted on the volleyball courts.
- (7) Children under the age of thirteen (13) are not allowed to use the volleyball facility unless accompanied by an adult Patron.
- (8) Please clean up the court after use.
- (9) The volleyball courts may be reserved by the District for District-sponsored events or functions.

BASKETBALL FACILITY POLICIES

- (1) Basketball equipment, if available, may be checked-out from the Village Center office in accordance with the Equipment Check-Out and Locker Policy set forth herein.
- (2) Proper basketball etiquette shall be adhered to at all times. The use of profanity or disruptive behavior is prohibited.
- (3) Proper basketball or athletic shoes and attire are required at all times while on the courts. Shirts must be worn. No black soled shoes allowed.
- (4) The basketball facility is for the play of basketball only. Pets, roller blades, bikes, skates, skateboards, scooters, hoverboards and the like are prohibited from use at the facility.
- (5) Beverages are permitted at the basketball facility if they are contained in non-breakable containers with screw top or sealed lids.

- (6) No chairs, other than those provided by the District, are permitted on the basketball courts.
- (7) Children under the age of thirteen (13) are not allowed to use the basketball facility unless accompanied by an adult Patron.
- (8) Please clean up court after use.
- (9) The basketball courts may be reserved by the District for District-sponsored events or functions.

DISTRICT PLAYGROUND/TOT LOT POLICIES

- (1) Children under the age of eight (8) must be accompanied by an adult Patron.
- (2) No roughhousing on the playground.
- (3) Persons using the playground must clean up all food, beverages and miscellaneous trash brought to the playground/soccer field. Glass containers are prohibited.
- (4) Use of the playground may be limited from time to time due to a sponsored event, which must be approved in advance by the District Manager.
- (5) The use of profanity or disruptive behavior is absolutely prohibited.
- (6) Patrons, House Guests and Daily Guests who use the playgrounds do so at their own risk.
- (7) The playgrounds may not be reserved or rented by Patrons; however, they may be reserved by the District for District-sponsored events or functions.

BOCCE POLICIES

- (1) Bocce equipment, if available, may be checked-out from the Village Center office in accordance with the Equipment Check-Out and Locker Policy set forth herein.
- (2) Horseplay is not permitted.
- (3) Appropriate dress is required on the court. This includes no bare feet.
- (4) Bocce balls should not be tossed or thrown outside of the court.
- (5) Players on the opposite end of the playing or throwers end should stand outside of the court walls. Sitting on the walls is permissible provided one's legs are on the outside of the walls. Please report any loose boards, protruding nails, etc., to the staff.

- (6) Children under thirteen (13) years of age must be supervised by an adult Patron. Supervising adult Patrons must understand the rules of the game.
- (7) Please brush the playing surface at conclusion of play.
- (8) The bocce courts may be reserved by the District for District-sponsored events.

POLICIES FOR CREEKSIDE CROQUET FACILITIES

- (1) Croquet equipment, when available, is located in courtside boxes.
- (2) Appropriate dress and shoes are required on the court. This includes no bare feet.
- (3) Balls and mallets are not to be thrown. Participants waiting their turn to hit should stand off the croquet lawn.
- (4) Children under thirteen (13) years of age who play must be supervised by an adult Patron who knows the rules and regulations of croquet.
- (5) The croquet courts are intended for croquet only and should not be used for any other activity.

POLICIES RELATED TO THE WATERSIDE PARKWAY SIDEWALKS/ ESPLANADE

- (1) The sidewalks along Waterside Parkway (the “Walkway”) and the Esplanade are designated as Amenity Facilities for pedestrian walking activities. A person propelling a bicycle upon and along a sidewalk, path, Esplanade or across a roadway upon and along a crosswalk, shall yield the right-of-way to any pedestrian and shall give an audible signal before overtaking and passing such pedestrian and otherwise complies with Fla. Stat. §316.2065 and other applicable regulations.
- (2) No electric bicycle or motorized scooter shall be used on the Walkway except that an electric bicycle may be used if the motor is in the “off” position and the electric bicycle is being operated solely through pedal power or when the motor is on and a Pedal Assist System is operating in a manner to simulate Pedal Power.
- (3) In any location where interaction occurs between pedestrians and bicycles, all parties are expected to act in a safe and cooperative manner that facilitates the safety and clear passage rights of both pedestrians and riders.

VILLAGE CENTER CAFÉ POLICIES

The Village Center Café is available for use during posted hours of operation. Proper attire must be worn at all times when in the café or when seated on its patio; shoes and shirts are required to receive

service. All Patrons, House Guests and Daily Guests are also required to adhere to any posted policy regarding the café that has been approved by the Board of Supervisors.

FISHING PIERS FACILITY POLICIES

The District owns piers which are suitable for fishing and related activities. They are the Front Street Center Park Fishing Pier, the Golf Club Fishing Pier and the Marlin Drive Fishing Pier and also owns two walking bridges in Wild Oaks, the Ditch 10 Walking Bridge and the Tract H Walking Bridge. The Piers and Walking Bridges are collectively referred to as the “Fishing Piers” and are subject to the following policies.

- (1) The Fishing Piers are available for use by Patrons, House Guests and Daily Guests on a first come first served basis.
- (2) All Patrons, House Guests and Daily Guests are required to adhere to the “**Fishing Policy**” section contained herein for those piers that are located on the lake/stormwater facilities.
- (3) Patrons, House Guests and Daily Guests are required to adhere to all state and local laws regarding fishing.
- (4) Patrons House Guests and Daily Guests are required to obtain and possess any and all required fishing licenses and/or permits as may be required by applicable law(s).
- (5) Patrons, House Guests and Daily Guests are required to remove and clean any fishing related debris. Please respect others and District property by cleaning up after yourself when using the Fishing Piers.
- (6) Children under the age of thirteen (13) shall not use the Fishing Piers unless accompanied by an adult Patron.
- (7) Due to required Florida Inland Navigation District deckboard spacing, proper footwear is required.

DOG PARK POLICIES

- (1) The District is not responsible for injuries to dogs, their owners/handlers, or others that use the Dog Park. This area is for dogs and their handlers/owners only.
- (2) Aggressive dogs are strictly forbidden within the fenced dog park. Violators will face permanent suspension from the dog park.
- (3) Dog owners/handlers must respect the rights of others to use this area by maintaining control of their pets at all times.

- (4) Dogs must be on leash and under control by their owners/handlers at all times outside of the fence Dog Park.
- (5) Children under the age of 6 are prohibited from entering the fenced dog park area. An adult, who is accountable for their behavior and well-being, must accompany children between the ages of seven (7) and twelve (12).
- (6) Owners/handlers must immediately clean up after their dog(s) and properly dispose of the waste.
- (7) No smoking or food within fenced area (human or dog).
- (8) Owners/handlers must remain inside, with leash, with view and voice control of their dog(s) at all times.
- (9) Limit of two dogs per adult.
- (10) Dog Park gates must be closed immediately after entering or exiting the facility.
- (11) All dogs must be healthy, vaccinated, and collared – with identification.
- (12) Dogs in heat and puppies under four months of age are prohibited.
- (13) Excessive barking is prohibited. Dogs barking excessively must be removed.
- (14) Owners/handlers must stop their dogs from digging and immediately fill any holes dug.
- (15) Only flying disc and tennis ball type toys are permitted within fenced area.

GRAND HAVEN ROOM AT THE VILLAGE CENTER: RENTAL POLICIES

Property Owners, Registered Renters and Non-Resident Amenity Members may reserve the Grand Haven Room through the Amenity Manager's office for various meetings, classes, events, etc. for a maximum of five (5) hours per event. The five (5)-hour limitation can only be exceeded upon specific authorization from the Board. Reservation of the Grand Haven Room is on a first come, first served basis and is subject to approval by the Amenity Manager. A refundable deposit is required and will be returned after the function is complete provided there is no evidence of damage to the facility.

All food and beverages, including alcohol, used in the Grand Haven Room must be purchased through the Village Center Café (with the exception of cakes needed for special events, such as weddings, birthdays, etc.).

Alcoholic beverage sales and service are regulated by the State of Florida. Therefore, it is District policy that no alcohol of any kind is to be brought into, or taken away from, the facility.

A cleanup fee is generally required for all functions. Please contact the Village Center to make the proper arrangements regarding availability and various other service fees.

No open burning or campfires are allowed at the facility.

Below are the policies and guidelines set forth and agreed upon by the Board and Amenity Manager regarding events in the Grand Haven Room:

Policies

- (1) Applicant must be a Property Owner, Registered Renter or Non-Resident Amenity Member
- (2) Applicants may reserve the Grand Haven Room only, as the patio and pool may not be reserved for private use.
- (3) Facilities will be reserved on a first-come, first-served basis.
- (4) Applicant may reserve the Grand Haven Room for up to five (5) hours only; unless they request and receive prior approval from the Board of Supervisors.
- (5) All applicants will be required to fill out and sign the District Facility Use Application Agreement at the Village Center office.

Schedule of Fees/Deposits

- (1) A non-refundable room rental fee for the Grand Haven Room will be charged as follows: \$50.00 for up to 25 guests, and \$100.00 for 26 guests or more. A final guarantee (number) of Guests is to be conveyed to the Amenity Facilities' events planner no later than five (5) days before the date of the scheduled event. In absence of a final guarantee, the number indicated on the original agreement will be considered correct. A check shall be made out to the "Grand Haven Community Development District" and submitted to the Village Center Office.
- (2) A refundable security deposit of \$150.00 shall be charged to the persons making the reservation and shall be submitted to the Village Center Office in the form of a separate check (which shall be made payable to the "Grand Haven Community Development District").
- (3) A staff and/or administrative charge for services provided by the Amenity Manager, if applicable, will be added to include any necessary fees (i.e., setup, breakdown, kitchen use, additional after hour facilitators, etc.) and will be specified in the reservation documents provided by the Amenity Manager; these additional charges shall be payable to the Amenity Manager and are not fees of the District.
- (4) The Board of Supervisors 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.
- (5) The fees provided for herein may be increased by the Board at a regular public meeting in an amount not to exceed fifteen (15) percent during any given year without the need to amend these rules.

INDEMNIFICATION

Each organization, group or individual reserving the use of an Amenity Facility (or any part thereof) agrees to indemnify and hold harmless the District, the owners of the Amenity Facility and the owner's officers, 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 of any nature, arising out of, or in connection with, the use of the District lands, premises and/or Amenity Facilities, including litigation or any appellate proceeding with respect thereto. Nothing herein shall constitute or be construed as a waiver of the District's sovereign immunity granted pursuant to Section 768.28, Florida Statutes.

CREEKSIDE ATHLETIC CLUB: RENTAL POLICIES

Property Owners, Registered Renters and Non-Resident Amenity Members may reserve, for a rental fee, the entire fenced-in Pool and Tiki Bar area of the Creekside Athletic Club for private events by contacting the Amenity Manager's office. Reservations will be on a first come, first serve basis and are subject to approval by the Amenity Manager. This area is available for rental on four (4) occasions per month during regular hours of operation and for an unlimited number of occasions when the function is held after the normal hours of operation for the facility; but in no event shall the areas be available for use beyond 10:00 p.m. The Pool and Tiki Bar area may not be rented on two (2) consecutive weekend days in a row (Friday, Saturday, and Sunday). Reservations may not be made more than three (3) months prior to the event. Please note that the facility is unavailable for December holiday parties and private events on the following holidays*:

Easter Sunday	Memorial Day	Christmas Day
New Year's Eve	New Year's Day	Christmas Eve
Labor Day	Thanksgiving	4th of July

**This policy may be amended at the discretion of the Amenity Manager on a case by case basis. Please understand that an additional staffing charge may apply for these holiday dates and times.*

Available Facilities

The entire Pool and Tiki Bar area of Creekside Athletic Club is available for rental for up to five (5) total hours (including set-up and post-event cleanup); unless they have requested and received prior approval from the Board of Supervisors. The Pool and Tiki Bar may only be rented as one combined area and will not be rented as separate areas. The charge for rental of the Pool and Tiki Bar area is Three Hundred Dollars (\$300.00). The number of Patrons and Guests will be limited to the maximum capacity allowed by state laws, ordinances, rules or regulations.

The Creekside offices, fitness center, and other athletic facilities are not available for private rental and shall remain open to other Patrons, House Guests and Daily Guests during normal operating hours. The persons renting the Pool and Tiki Bar area of Creekside shall be responsible for any and all damage and expenses arising from the event.

The fees provided for herein may be increased by the Board at a regular public meeting in an amount not to exceed fifteen (15) percent during any given year without the need to amend these rules.

Reservation Procedures

Property Owners, Registered Renters and Non-Resident Amenity Members interested in reserving this area must submit to the Amenity Manager's office a completed and signed Facility Use Application. At the time of approval, two (2) checks or money orders (no cash) made out to "Grand Haven Community Development District" shall be submitted to the Amenity Manager in order to reserve the area. One check shall be for the amount of the room rental fee and the other check shall be for a deposit in the amount of Two Hundred Dollars (\$200.00).

An additional deposit of Three Hundred Dollars (\$300.00) shall be required for all approved events serving alcoholic beverages. The Amenity Manager will review the Facility Use Applications 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.

The fees provided for herein may be increased by the Board at a regular public meeting in an amount not to exceed fifteen (15) percent during any given year without the need to amend these rules.

Staffing

Property Owners, Registered Renters and Non-Resident Amenity Members holding a private event in the Pool and Tiki Bar Area are required to pay for an additional staff person for such event, unless the private event is being held during Creekside Athletic Club's normal operating hours and sufficient staff is already present.

Deposit

As stated above, a deposit in the amount of Two Hundred Dollars (\$200.00) is required by the time the reservation is approved (not including additional alcohol deposits, if applicable). To receive a full refund of the deposit, the following must be completed:

1. Ensure that all garbage is removed and placed in the dumpster.
2. Remove all displays, favors or remnants of the event.
3. Restore the furniture and other items to their original position.
4. Wipe off counters, table tops and sink area.
5. Ensure that no damage has occurred to the Creekside Athletic Club 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 Amenity Manager shall determine the amount of deposit to be returned, if any.

General Policies

- (1) Property Owners, Registered Renters and Non-Resident Amenity Members are responsible for ensuring that their House Guests and Daily Guests adhere to the policies set forth herein.
- (2) The Pool and Tiki Bar area may be rented in addition to the posted regular hours of operation of the facility; such hours are subject to change. Please see the Amenity Manager for details relating to additional staffing cost, staffing availability and facility availability. Please note that all policies of the Amenity Facilities remain in force for these special circumstances.
- (3) The volume of live or recorded music must not violate applicable City of Palm Coast noise ordinances.
- (4) The Pool and Tiki Bar Area will close at 10:00 p.m. when it is rented outside of normal hours of operation.
- (5) No glass, breakable items or alcohol are permitted in or around the pool deck area.
- (6) Additional Event Liability Insurance coverage in the amount of One Million Dollars (\$1,000,000) will be required for all events that are approved to serve alcoholic beverages. This policy regarding insurance coverage 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 the Board of Supervisors). The District shall be named as an additional insured party on any such policies, and a certificate of insurance illustrating the appropriate coverage amount and parties is to be provided to the Amenity Manager prior to the event.
- (7) When the facility is rented or reserved for a private function, food and non-alcoholic beverages shall only be provided by a licensed caterer or a restaurant service.
- (8) Alcoholic beverage service, if approved, shall only be obtained through a service licensed to serve alcoholic beverages. Such service will be required to provide to the Amenity Manager a certificate of insurance, naming the District as an additional insured party.
- (9) Patrons are not allowed to bring or use grills or smokers at Creekside Athletic Club. Patrons may hire an insured caterer to provide this service. The location of any grill or smoker will be at the discretion of the Amenity Manager. Such catering service will be required to provide to the Amenity Manager a certificate of insurance, naming the District as an additional insured party.
- (10) The Board of Supervisors has the right to waive 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.

Indemnification

Each organization, group or individual reserving the use of a Amenity Facility (or any part thereof) agrees to indemnify and hold harmless the District, the owners of the Amenity Facility and the

owner's officers, 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 of any nature, arising out of, or in connection with, the use of the District lands, premises and/or Amenity Facilities, including litigation or any appellate proceeding with respect thereto. Nothing herein shall constitute or be construed as a waiver of the District's sovereign immunity granted pursuant to Section 768.28, Florida Statutes.

COMMUNITY GAZEBO POLICIES

Reservation and Parking

Property Owners, Registered Renters and Non-Resident Amenity Members may reserve either of the two Community Gazebos located at **Front Street Center Park*** and at the **Golf Course Clubhouse Pier**** for private events by contacting the Operations Manager's office (386) 447-1888. Reservations will be on a first come, first serve basis and are subject to approval by the Operations Manager or District Manager. Property Owners, Registered Renters and Non-Resident Amenity Members interested in reserving these areas must submit to the Operations Manager's office a complete and signed CDD Gazebo Facility Use Application, a copy of which may be obtained from the Operations Manager. The Gazebos are available from dawn to dusk each day.

**The Front Street Center Park has no adjacent parking facility. Residents and guests are encouraged to leave vehicles in the District parking lot at the Golf Clubhouse on Riverfront Drive and arrange transportation to and from this lot. Please note that a Palm Coast City Ordinance prohibits parking on streets 24 hours a day, 7 days a week, within City limits (including the streets within Grand Haven) and the Flagler County Sheriff has the authority to enforce this ordinance within the District*

General Policies

- (1) The Property Owners, Registered Renters and Non-Resident Amenity Members utilizing the Gazebo shall be responsible for thoroughly cleaning the Gazebo and its surrounding area subsequent to their use so that it is in as good a condition as existed prior to their use. Should the Property Owners, Registered Renters or Non-Resident Amenity Members fail to perform such adequate cleaning, the District shall have the option of cleaning, or causing to be cleaned, the Gazebo and the surrounding area and billing said Property Owners, Registered Renters or Non-Resident Amenity Members any fees or charges incurred relating to such cleaning.
- (2) Property Owners, Registered Renters and Non-Resident Amenity Members utilizing the Gazebo are responsible for ensuring that their House Guests and Daily Guests in attendance (if any) adhere to the policies set forth herein.
- (3) The volume of live or recorded music played at the Gazebo must not violate applicable City of Palm Coast noise ordinances.
- (4) Due to required deckboard spacing, proper footwear is required.

Indemnification

Each organization, group or individual reserving the use of CDD facilities agrees to indemnify and hold harmless the Grand Haven Community Development District (“District) and the amenity management firm, and the respective officers, agents and employees of each, from any and all liability, claims, actions, suits or demands by and person, corporation or other entity, for injuries, death, property damage of any nature, arising out of or in connection with, the use of the district lands, premises and/or facilities, including litigation or any appellate proceeding with respect thereto. Nothing herein shall constitute or be construed as a waiver of the District’s sovereign immunity granted pursuant to Section 768.28, Florida Statutes.

The District and its agent, employees and officers shall not be liable for, and the Property Owners, Registered Renters and Non-Resident Amenity Members user shall release all claims for injury or damage to or loss of personal property or to the person, sustained by the user or any person claiming through the user resulting from any fire, accident, occurrence, theft or condition in or upon the District’s lands, premises and/or facilities.

FISHING POLICY

Patrons, Registered Renters, persons who have paid and are current in payment of the Annual Use Fee or House Guests and Daily Guests who have registered and paid the applicable Daily Fee required by these Rules, may fish from certain lake/retention pond areas during daylight hours within the Grand Haven Community Development District. Persons authorized to fish in the lake/retention ponds must possess a Smart Amenity Access Card (SAAC) on their person or a current Amenity Use Pass as provided through the Village Center Amenity Office. The SAAC may be scanned by District staff to verify person’s current authorized use of the amenity.

Access to these bodies of water shall only be through the proper access points, and no persons shall fish in the area between the lake/retention pond and a private residence (the “Restricted Area”) except for persons residing in that private residence or invitees of persons residing in that private residence who otherwise have rights to use the Amenity Facilities. The District shall have the authority to post “No Trespassing” signs on portions of the pond banks where fishing would violate the foregoing rule. Whether such a sign is placed or not, persons who violate this rule by fishing in a Restricted Area, or by gaining access to any pond through a Restricted Area, are guilty of trespassing and are subject to legal action. No persons other than those listed in this paragraph are entitled to fish in the lake/retention ponds under any circumstances. No watercrafts of any kind are allowed in these bodies of water. Any violation of this policy will be reported to the local authorities and may subject the offender to use of the trespass remedies provided for in these rules.

Swimming is also prohibited in any of the lake/retention areas. Please use the pools at the Amenity Facilities for swimming. The District has a “**CATCH AND RELEASE**” policy for all fish caught in the lake/retention areas. You **must** return all fish caught to the same body of water in which they were caught. These bodies of waters are only intended for catch and release, as they are mostly retention ponds and manmade lakes. The purpose of these bodies of water is to help facilitate the District’s natural water system for runoff and overflow. The catch and release policy does not apply to the Fishing Piers located on saltwater bodies.

Persons violating the Fishing Policy may be subject to restrictions or suspension from further fishing on the lake/retention ponds in the manner set forth in the section entitled “Expulsion from Premises; Suspension and Termination of Privileges.”

TRASH TO TREASURES COMMUNITY YARD SALE

The Amenity Director is authorized to hold a Community Wide “Trash to Treasures” Sale (Garage Sale) on District common property no more than twice per year. The sale cannot be advertised outside Grand Haven and is intended only for Grand Haven Residents.

EXPULSION FROM PREMISES; SUSPENSION AND TERMINATION OF PRIVILEGES

Relating to the Health, Safety and Welfare of the Patrons and Damage to Amenity Facilities:

Notwithstanding anything contained herein, the Amenity Facilities Staff may, at any time, remove any Patron, House Guests and Daily Guests from the premises and/or restrict or suspend any Patron’s, House Guest’s and Daily Guest’s privileges to use any or all of the Amenity Facilities (the procedures for which are outlined below), when such action is necessary to:

1. Protect the health, safety and welfare of other Patrons, House Guests and Daily Guests.
2. Protect the health, safety and welfare of District Employees, District Contractors and Amenity Facilities Staff.
3. Protect the Amenity Facilities from damage.
4. Protect the District’s Food & Beverage Operator’s ability to comply with all local, state and federal guidelines.

Expulsion from Premises:

Expulsion of a Patron, House Guests and Daily Guests from District premises shall be at the discretion of the District’s Operations Manager, District Manager, Amenity Facilities Staff, or the Board of Supervisors, resulting from:

1. Hostile behavior that is a threat, or is likely to be perceived as a threat, to other Patrons/ House Guests and Daily Guests, District Employees, District Contractors, Amenity Facilities Staff, and/or District property. Such hostile behavior shall include, but not be limited to excessive argumentative behavior, violence or threats of violence or making statements which by their very utterance inflict injury or tend to incite an immediate breach of the peace, that is, words that are likely to provoke a violent reaction or behavior deemed by the Chairman of the Board of Supervisors, or his or her designee, in his or her sole discretion, to constitute a violation of sections 784.011, 784.021, 784.03, 784.041, or 784.046, Florida Statutes, whether or not law enforcement is contacted or charges are filed.
2. Behavior that, if left unchecked by Staff, could either jeopardize the Food & Beverage Operator’s Food & Beverage license(s) or otherwise affect its lawful operation of the District’s Food & Beverage facilities.

3. Commission or threat of the commission of a criminal act occurring on District premises.
4. Failure to comply with these Rules after being directed by the Amenity Facilities Staff or District Employees to do so.
5. Knowing and willful misrepresentation of himself or herself, through conduct or verbal or written notice, as using a Service Animal and being qualified to use a Service Animal or as a trainer of a Service Animal.

Such physical expulsion from the premises shall be undertaken only by local Sheriff's deputies and not District or Amenity Facilities Staff, or a member of the Board of Supervisors. For these purposes, District's Operations Manager, District Manager, and the on-duty members of the Amenity Facilities Staff are hereby delegated the authority to execute a trespass notice adequate to cause the Sheriff's Department to expel the offending person. Upon issuance of a trespass notice, a copy shall be promptly transmitted to the District Manager. At the Board of Supervisors meeting next following issuance of the trespass notice, the Board shall discuss the notice and determine whether to ratify, extend or cancel the notice, and the Board shall follow the procedures set forth below in that regard.

Restriction or Suspension of District Privileges:

The authority to restrict or suspend any Patron's, House Guest's and Daily Guest's privileges to use any or all of the Amenity Facilities is formally granted by the Board of Supervisors to the District Operations Manager, Operations Supervisor, District Manager, and/or the Amenity Manager (each, for purposes of these suspension provisions, an "Authorized Person"). Such action may be initiated by the District Manager, District Operations Manager, or Amenity Manager an Authorized Person, with its final determination made by the Board of Supervisors at the next Board of Supervisors meeting (or as soon as practical). For more details, see "District Suspension and Termination Process" outlined below.

Relating to District Policies and Fees for All Amenity Facilities:

A Patron's, House Guest's and Daily Guest's privileges at any or all Amenity Facilities may be subject to various lengths of suspension or termination for up to one (1) calendar year by the Board of Supervisors, and a Patron, House Guest and Daily Guest may also be required to pay restitution for any property damage, if a he or she:

1. Fails to abide by the District Policies and Fees for All Amenity Facilities established and approved by the Board of Supervisors.
2. Submits false information on the application for an Access Card or House Guest and Daily Guest pass, on the Property Owner or Registered Renter authorization forms, or on any other documents utilized by the District in connection the use of the Amenity Facilities.
3. Permits unauthorized use of an Access Card or House Guest and Daily Guest pass.
4. Violates applicable law or ordinance.
5. Treats District Employees or District Contractors or the personnel or employees of the Amenity Facilities Staff, or Patrons and Guests, in a hostile, unreasonable, or

abusive manner. Such treatment includes but is not limited to verbal and/or written communication.

6. Engages in conduct that is improper or likely to endanger the welfare, or safety of the District or Amenity Manager's staff, or Patrons and Guests.
7. Damages or destroys District property.
8. Compromises the integrity of security measures at any gated vehicle entry within the District. This activity shall include opening the gate for unauthorized vehicles, lifting the gate arm by hand, driving around the gate arms in motorcycles or other motorized vehicles or otherwise permitting vehicles to enter the District in a manner which is inconsistent with the District's gatehouse and GAD policies.
9. Fails, after notice, to comply with registration policies which may be adopted by the Board from time to time to identify those owners or registered renters who are authorized to use the Amenities.
10. Violates the District's Rules related to parking.
11. Knowing and willful misrepresentation of himself or herself, through conduct or verbal or written notice, as using a Service Animal and being qualified to use a Service Animal or as a trainer of a Service Animal.

Consent to Video or Audio Recording:

In order to protect the safety of the District, the Amenity Facilities and their guests and occupants, and to otherwise assist in the administration of these rules, the District may elect, from time to time, to install and operate various forms of video and audio monitoring devices within or upon the District's property. By use of the Amenity Facilities or other District property, each user consents to the recording and storage of video images or audio recordings by electronic means. The District shall have the right to disregard incident reports which are not filed within thirty (30) days of the occurrence of an injury or alleged violation of these Rules, because the delay impairs the ability of the District to review and verify the incident through these electronic means.

District Suspension and Termination Process:

In response to any violation of the rules, regulations, policies and procedures specified herein, including, but not limited to, those set forth in the preceding paragraph, the District shall follow the process outlined below with regard to suspension or termination of a Patron's, House Guest's and Daily Guest's privileges to use the amenity facilities:

1. Automatic Suspension Without Notice:

A. ~~The District Manager, Amenity Manager, Operations Manager, Office Manager~~An Authorized Person or ~~their~~his/her designee has the ability to immediately remove any person from one or all Amenities or issue a suspension for up to thirty (30) days for infractions including but not limited to those Violations described above if such infractions involve use of profanity or vulgarity, failure to follow staff direction, disrespect or threats toward staff or other Patrons, disruption

of the operation and activities of the Amenities, or 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.

B. ~~The District Manager, Amenity Manager, Operations Manager, Office Manager~~ An Authorized Person or ~~their~~ his/her designee has the ability to immediately remove any person from one or all Amenities or issue a suspension for any violation of these rules, regulations, regulations, policies and procedures occurring on District Property which constitutes conduct described in 1 through 4 under the section titled “Expulsion from Premises,” or conduct which is deemed by ~~the Chairman of the Board of Supervisors~~ the Authorized Person, or his or her designee, in his or her sole discretion, to constitute an assault, aggravated assault, battery, domestic battery or similar conduct which would constitute a violation of sections 784.011, 784.021, 784.03, 784.041, or 784.046, Florida Statutes, whether or not law enforcement is contacted or charges are filed, shall result in the immediate suspension, without notice or hearing, of the offending Patron’s, House Guest’s and Daily Guest’s privileges to use the Amenity Facilities. The Chairman, or his or her designee, may make such investigation or inquiry as may be necessary to determine the details of any violation he or she suspects may constitute a violation of sections 784.011, 784.021, 784.03, 784.041, or 784.046, Florida Statutes. In the event of such conduct, the Board may take one or more of the actions described under “Second Offense” and “Third Offense” below without requiring any additional warning.

± C. Any suspension imposed pursuant to this ~~provision~~ Sections 1A or 1B above shall be ratified by the District’s Board of Supervisors at its next regular meeting, and the person who has been suspended shall have the rights set forth below under the section titled, “Notification and Right to Hearing.”

2.1. First Offense – When the process described in Paragraph 1 does not apply a violation of these Amenity Rules may result in Issuance-issuance of either a Verbal or a Written Warning by Staff ~~of policy violations~~. After the initial Verbal or Written Warning, a follow-up written summary by the Amenity Manager or Operations Manager or their designee shall be transmitted to the CDD office. The summary shall describe the alleged offense in sufficient detail, and shall also state whether the matter is considered to have been resolved at the time of the warning. After the time of such transmittal, the summary shall be reviewed by the Chairman of the Board of Supervisors, or his designee, to determine what, if any, additional action shall be taken. The Chairman or his designee may make such investigation or inquiry as may be necessary to determine any further course of action, including efforts to resolve the matter through informal means. At the discretion of the Chairman or such designee, the matter may be considered settled at that time, or further action may be required. The Chairman, or his designee, may at that time determine to deliver a written warning (a “Notice of ~~First~~ Offense”), which shall be sent by such designee or the District Manager by certified mail to the resident’s mailing address on file. (The Notice of ~~First~~ Offense may not necessarily occur immediately at the time of the violation, due to frequent, past instances of Patrons’ refusal to provide their name or contact information to Staff.) Each offense notice shall expire one (1) year after such offense was committed, at which time the number of offenses on record for the Patron or ~~guest~~ Guest shall be reduced by one (1). For example, if a Patron commits a first offense on February 1 and a second offense on August 1, the Patron will have two (2) offenses on record until February 1 of the following year, at which time the first offense will expire and the second offense will thereafter be considered a first offense until it expires on the following August 1. The provisions of this Paragraph 2 shall not at any time serve to reduce any suspensions or terminations pursuant to Paragraph 1, above or Paragraphs 4 and 5, below, which may have been imposed prior to the expiration of any offenses."

~~2. The Notice of First Offense shall have a term of sixty (60) days. However, if the Chairman or his designee believes that a longer term is warranted, the matter may be referred to the Board of Supervisors, which may, by action taken at a Board meeting, elect for the Notice of First Offense to have a longer term.~~ Notwithstanding the foregoing, in the event that the First Notice of Offense falls within the scope of conduct described above under “Expulsion from Premises,” no warning shall be necessary prior to contacting the Sheriff’s Department and issuing the trespass notice described above. If the offense involves interference with the integrity of the guardhouse policies or the GAD policy, the Board may elect to suspend and deactivate any GAD that has been assigned to the offender and may suspend the offender’s right to register names with the guardhouse or make use of automatic call boxes to permit entry remotely at gates.

3. Second Offense – In the event that a second violation of the rules regulations and procedures set forth herein occurs during the effective term of an one or more unexpired existing Notices of of First-Offense, ~~or in the event that more than one Notice of First Offense has been delivered to the offender during the twelve (12) month period immediately preceding the offense,~~ the offender shall be subject to suspension of all Amenity Facilities privileges by District Manager or the Board of Supervisors until further notice, for a period of up to ninety (90) days for each

unexpired Notice of Offense. Again, confirmation of this action shall be sent by certified mail to the resident.

A written report shall be provided by the Amenity Manager or the District Operations Manager to the District Manager, and a final decision relating to the final term of suspension of privileges shall be made by the Board of Supervisors either within ~~one (1) month~~ 60 days of the incident or by the next Board of Supervisors meeting, whichever comes first.

4. Third Offense – In the event that a violation of the rules regulations and procedures set forth herein occurs during the effective term of two or more unexpired existing Notices of Offense, Automatic ~~there shall be an automatic~~ suspension of all Amenity Facilities privileges for a minimum of ~~ninety-one hundred-eighty (90180)~~ 180 days, with confirmation sent to the resident by certified mail. At the next Board of Supervisors meeting, a written account of all previous offenses shall be submitted by the Amenity Manager, Operations Manager or District Manager and shall be reviewed by the Board of Supervisors, with possible suspension of privileges beyond one hundred-eighty (180) ~~ninety (90)~~ days, including possible termination of the Patron's, House Guest's and Daily Guest's privileges for one (1) or ~~more years~~ year or such longer term as may be determined by the Board of Supervisors.

Note 1: Should a Patron, House Guest and Daily Guest ignore or otherwise violate his or her suspension of privileges by such behavior as continuing to attempt to use the Amenity Facilities, Staff has the authority to call the Sheriff's deputy to report a trespass upon the District's premises.

Note 2: Adherence to the above procedures for suspension and/or termination of district-use privileges has no bearing whatsoever on whether a Patron, House Guest and Daily Guest may be physically removed from District premises, as described previously.

Note 3: Amenity Access cards will be confiscated or deactivated upon suspension and/or termination of privileges, with notification to the Operations Manager and Amenity Manager.

Notification and Right to Hearing.

Upon the taking of action by the Board of Supervisors regarding the suspension or expulsion of a person from the use of the Amenity Facilities, the District Manager shall provide notice, by certified mail, of the Board's determination, at the most recent address provided by such person in the District's records. Within fifteen (15) days from receipt of such notice, the person having been suspended or expelled (the "Affected Person") may request in writing, sent by certified mail to the District Offices, that the Board of Supervisors conduct a hearing regarding the suspension or expulsion. The right to a hearing, the requirement of written notice and the address to which such notice is to be sent, shall be clearly set forth in the District Manager's notice.

If the Affected Person requests a hearing, the Board of Supervisors shall set a date and time, not later than forty-five (45) days after the written request, and shall conduct a hearing regarding its

decision to suspend or expel the person from the amenity facilities. The District Manager shall give written notice, by certified mail, of the date and time of the hearing. At such hearing:

The Affected Person shall have the right:

- to counsel of his/her own choice;
- to hear or read a full report of testimony of witnesses;
- to confront and cross-examine witnesses who appear in person at the hearing;
- to present his or her own witnesses;
- to testify in his or her own behalf and to give reasons for his or her conduct; and
- to a fair and impartial decision based on substantial evidence.

The District shall keep a record of the proceedings by tape recording or court reporter, at its option. However, if anyone chooses to appeal any decision of the Board with respect to any matter considered at the hearing, such person will need a record of the proceedings and should accordingly ensure that a verbatim record of the proceedings is made which includes the testimony and evidence upon which such appeal is to be based.

The conduct of the hearing shall proceed generally in accordance with the Florida Rules of Civil Procedure and Florida Evidence Code, except that the formality of the proceedings shall not be as great as that of a court proceeding. The introduction of hearsay evidence shall not be objectionable.

At the conclusion of the hearing, the District's Board of Supervisors shall, by majority vote, determine whether to uphold or modify its prior action. The Board's actions shall be read into the record at the hearing and shall include findings of fact supporting the action.

If the Affected Person wishes to appeal the determination of the Board of Supervisors, he/she may file a petition for writ of certiorari as authorized in the manner prescribed by the state appellate rules in the circuit court of the county, to review the decision of the Board of Supervisors. The court shall not conduct a trial de novo. The proceedings before the Board of Supervisors, including the testimony of witnesses, and any exhibits, photographs or other documents filed before them, shall be subject to review by the circuit court of the county. The petition together with the transcript of the testimony of the witnesses, as record of the proceedings, shall be filed in the circuit court within thirty (30) days after the pronouncement of the ruling by the Board of Supervisors to which such petition is addressed.

EXHIBIT 13

RESOLUTION 2024-10

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE GRAND HAVEN COMMUNITY DEVELOPMENT DISTRICT AMENDING THE DISTRICT’S RULES, POLICIES AND FEES FOR ALL DISTRICT AND AMENITY FACILITIES; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Grand Haven Community Development District ("District") is the owner of various amenity facilities (the “Amenities”) within the boundaries of the District;

WHEREAS, Board of Supervisors of the District (“Board”) has the right to adopt reasonable rules and regulations regarding the use and operation of District Amenities;

WHEREAS, the Board previously adopted its Rules, Policies and Fees for All District and Amenity Facilities (the “Amenity Rules”); and

WHEREAS, the Board desires to review and amend the Amenity Rules; and

WHEREAS, the Board duly noticed and conducted a public hearing and, having taken and considered public comment, determined to adopt the Amenity Rule amendments.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE GRAND HAVEN COMMUNITY DEVELOPMENT DISTRICT:

1. The District’s Amenity Rules are hereby amended as shown in the attached Exhibit “A” to this Resolution [NOTE: Additions to text are indicated by underline; deletions by ~~strikeout~~].
2. The District’s Manager and Attorney are authorized to take actions as reasonably necessary to effectuate the purposes of this Resolution.
3. This Resolution shall become effective upon its adoption.

PASSED AND ADOPTED this 18th day of April, 2024.

Secretary/Assistant Secretary

Chair/Vice Chair