



*Advanced Meeting Package*

*Regular Meeting*

*Thursday  
September 18, 2025  
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

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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, September 18, 2025, 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](mailto: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, September 18, 2025      Ways to Follow Meeting: Zoom – Listen Only  
Time: 9:00 AM      Call-in Number: +1 (929) 205-6099  
Location: Grand Haven Room, at the Grand Haven Village Center, located at 2001 Waterside Parkway, Palm Coast, Florida 32137      Meeting ID: 705 571 4830#  
Zoom Link: [Zoom Link](#)

### *Revised 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](#)  
[Pgs. 6-8](#)
- V. Business Items**
  - A. Amenity Management RFP – 2hrs. Allotted – *under separate cover*
  - B. Consideration of RGA Proposal – 15mins. Allotted [Exhibit 2](#)  
[Pg. 10-11](#)
  - C. Consideration of S.E. Cline Construction, Inc. Curb/Root Infiltration Repairs Proposal – 5mins. Allotted [Exhibit 3](#)  
[Pg. 13](#)
- VI. Public Hearing**
  - A. Amending Amenity Rules
    - 1. Open the Public Hearing
    - 2. **Presentation of Amended Amenity Rules** [Exhibit 4](#)  
[Pgs. 15-54](#)
    - 3. Public Comments
    - 4. Close the Public Hearing
    - 5. Consideration & Adoption of **Resolution 2025-12**, Amended Rules, Policies, & Fees [Exhibit 5](#)  
[Pg. 56](#)

## **VII. Staff Reports**

- A. District Engineer: David Sowell
- B. Amenity Manager: John Lucansky – 5mins. Allotted [Exhibit 6](#)  
[Pgs. 58-60](#)
- C. Operations Manager: Barry Kloptosky – 15mins. Allotted
  - 1. Presentation of Capital Project Plan Tracker [Exhibit 7](#)  
[Pg. 62](#)
  - 2. Monthly Report [Exhibit 8](#)  
[Pgs. 64-65](#)
- D. District Counsel: Scott Clark – 15mins. Allotted [Exhibit 9](#)  
[Pgs. 67-95](#)
- E. District Manager: David McInnes – 5mins. Allotted
  - 1. Meeting Matrix [Exhibit 10](#)  
[Pgs. 97-103](#)
  - 2. Action Item Report [Exhibit 11](#)  
[Pgs. 105-108](#)
  - 3. Resident Subject to Suspension of Amenity Privileges – *under separate cover*

## **VIII. Consent Agenda Items – 5mins. Allotted**

- A. Consideration for Acceptance – The August 2025 Unaudited Financial Report [Exhibit 12](#)  
[Pgs. 110-116](#)
- B. Consideration for Approval – The Minutes of the Board of Supervisors Workshop Meeting Held August 7, 2025 [Exhibit 13](#)  
[Pgs. 118-122](#)
- C. Consideration for Approval – The Minutes of the Board of Supervisors Regular Meeting Held August 21, 2025 [Exhibit 14](#)  
[Pgs. 124-130](#)
- D. Approval of Proposed Employee Performance Review – as discussed at the 09/04/2025 workshop [Exhibit 15](#)  
[Pgs. 132-133](#)
- E. Approval of Proposed Paid Time Off (PTO) Criteria – as discussed at the 09/04/2025 workshop [Exhibit 16](#)  
[Pg. 135](#)
- F. Approval of Proposed Other Leaves of Absence Criteria – as discussed at the 09/04/2025 workshop [Exhibit 17](#)  
[Pg. 137](#)
- G. Approval of Dr. Davidson’s Coordination with Various Agencies and District Staff regarding Wild Oaks Emergency Exit – as discussed at the 09/04/2025 workshop

## **IX. Discussion Topics**

- A. Update on Possible Oak Tree Removals – Dr. Steve Davidson – 15mins. Allotted
- B. 10-Yr. Plan Reformatting – District Manager – 10mins. Allotted
- C. Pending Supervisor Led Projects – 10mins. Allotted

## **X. Supervisors’ Requests – 5mins. Allotted**

## **XI. Action Items Summary – 5 mins. Allotted**

## **XII. Meeting Matrix Summary – 5mins. Allotted**

## **XIII. Adjournment**

# EXHIBIT 1

NOTICE OF PUBLIC HEARING  
**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@vestapropertyservices.com](mailto:dmcinnes@vestapropertyservices.com) ("District Office"). A public hearing will be conducted by the Board of Supervisors of the Grand Haven Community Development District ("District") on September 18, 2025, 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  
August 20 2025  
LDTB0352063

**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 **September 18, 2025**, 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@vestapropertyservices.com](mailto:dmcinnes@vestapropertyservices.com).

Aug. 21

25-00305F

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**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, September 18, 2025, 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

Sep. 11

25-00337F

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## EXHIBIT 2



September 5, 2025

Grand Haven CDD  
c/o David McInnes  
District Manager  
250 International Parkway, Suite 208  
Lake Mary, Florida 32746

RE: ADA Inspection and Report for the  
Grand Haven CDD  
RGA Design Forensics Assignment Number 225-85W

Dear Mr. McInnes,

We are pleased to offer this proposal to provide ADA inspection services for the Grand Haven CDD, located at 2 North Village Parkway, Palm Coast, Florida. RGA performed an ADA Assessment of the District back in 2011 and the District is now interested in having a new assessment done to determine if there are any areas that need to be addressed for ADA compliance.

The scope of work is as follows:

- ADA inspection and assessment
- ADA Assessment Report summarizing our findings and conclusions

Our services will be provided at a flat rate of \$3,000.00 for the ADA inspection and \$3,000 for the Assessment Report for a total of \$6,000.00, payable at the rate of \$3,000.00 upon the execution of this agreement and the balance of \$3,000.00 upon the issuance of the report. The flat fee will include all reimbursable expenses through the inspection and report. Additional work if required will be charged at the rates listed below.

Billable Rates:

- |                                                  |           |
|--------------------------------------------------|-----------|
| • Principal/Expert                               | \$350/hr. |
| • Principal/Expert court or deposition testimony | \$450/hr. |
| • Architect Forensic Expert                      | \$250/hr. |
| • Engineer Forensic Expert                       | \$250/hr. |
| • Legal Forensic Expert                          | \$225/hr. |
| • Paralegal                                      | \$175/hr. |
| • Technical Assistant                            | \$175/hr. |
| • Clerical                                       | \$100/hr. |

Reimbursable Expenses:

- Travel Expenses
- Document reproduction, copying, plotting and blue printing

- Photographic expense
- Delivery and courier expense
- Fees charged by governmental agencies
- Approved overtime work rates
- Charges for additional insurance requested by client

### **TERMS AND METHOD OF PAYMENT**

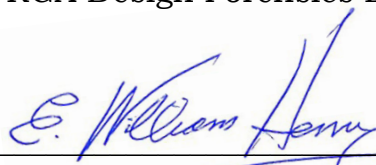
An initial retainer of \$3,000.00 (Three Thousand and no/100 Dollars) shall be paid upon notice to proceed. The balance of \$3,000.00 is due upon issuance of the report. Remittance is due net ten (10) days. Payment due to the Architect, if unpaid under this Agreement, shall bear interest at the rate of 12% per annum (1.0% per month) commencing thirty (30) days after payment is due.

### **AGREEMENT**

This Agreement constitutes a contract between the undersigned parties. The work will commence upon execution of this agreement and receipt of the retainer amount agreed upon. The undersigned acknowledges full understanding of the services to be performed by RGA Design Forensics LLC.

\_\_\_\_\_  
David McInnes  
Grand Haven CDD

Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

  
\_\_\_\_\_  
William Henry  
RGA Design Forensics LLC

Date:   9   /   5   / 2025

## EXHIBIT 3

# PROPOSAL

## S.E. CLINE CONSTRUCTION, INC.

P. O. Box 354425 ♦ Palm Coast, FL 32135 ♦ Phone: 386-446-6426 ♦ Fax: 386-446-6481 ♦ CGC 057450 ♦ FED ID 59-337-0544

|                        |                 |                |                                |
|------------------------|-----------------|----------------|--------------------------------|
| Proposal Submitted To: | Barry Kloptosky | Date:          | 9/3/2025                       |
| Company:               | Grand Haven CDD | Phone:         | 386-447-1181                   |
|                        |                 | Fax:           | 386-447-1131                   |
| Street/ P.O. Box:      |                 | B# / Job Name: | Curb/root infiltration repairs |

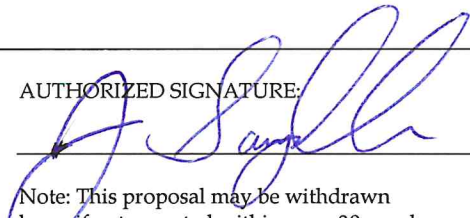
|                        |                      |                |                         |
|------------------------|----------------------|----------------|-------------------------|
| City/ State/ Zip Code: | Palm Coast, FL 32137 | Job Location:  | Grand Haven subdivision |
| Architect:             | N/A                  | Date of Plans: | N/A                     |

WE hereby propose to furnish material and labor - complete in accordance with specifications below for the sum of:  
(see below)

Payments to be made as follows:  
Upon receipt of invoice.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from specifications below involving extra cost will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our employees are fully covered by Workers' Compensation Insurance.

AUTHORIZED SIGNATURE:



Note: This proposal may be withdrawn by us if not accepted within 30 days.  
(And prices are subject to change.)

We hereby submit specifications and estimates for: **Pricing for curb, base and asphalt repairs to tree root areas**  
Base Price - \$ 45,573.00  
Add alternate - \$ 10,763.00

Scope of Work: Remove popped up curb and asphalt areas in various locations, prune back roots, pour new 18" Miami curb and install base & asphalt in front of newly installed curbs. Some asphalt patches will be wider due to excessive root root infiltration. Install temporary ramps in front of existing driveways where required. Install sod where required. Footages below are approximate. Remove and reset driveway pavers if required.

|                                                                                                                   |             |
|-------------------------------------------------------------------------------------------------------------------|-------------|
| Location 1 - 18 Hidden Lake Way remove & replace 42 LF of curb, base & asphalt (paver driveway) - 1 lump sum =    | \$ 6,563.00 |
| Location 2 - 8 Hidden Lake Way remove & replace 37 LF of curb, base & asphalt (1/2 brick driveway) - 1 lump sum = | \$ 5,781.00 |
| Location 3 - 1/3 North Park Circle remove & replace 50 LF of curb, base & asphalt - 1 lump sum =                  | \$ 6,549.00 |
| Location 4 - 44 Southlake Drive remove & replace 30 LF of curb, base & asphalt - 1 lump sum =                     | \$ 4,687.00 |
| Location 5 - 34 Marshview Lane remove & replace 45 LF of curb, base & asphalt (paver driveway) - 1 lump sum =     | \$ 7,031.00 |
| Location 6 - 6 Marlin Drive remove & replace 39 LF of curb, base & asphalt - 1 lump sum =                         | \$ 5,119.00 |
| Location 7 - 9 Ibis Court remove & replace 75 LF of curb, base & asphalt (2 spots) - 1 lump sum =                 | \$ 9,843.00 |

### ADD ALTERNATE

|                                                                                                 |             |
|-------------------------------------------------------------------------------------------------|-------------|
| Location 1 - 10 Hidden Lake Drive remove & replace 25 LF of curb, base & asphalt - 1 lump sum = | \$ 3,281.00 |
| Location 2 - 23 Southlake Dr. remove & replace 23 LF of curb, base & asphalt - 1 lump sum =     | \$ 3,019.00 |
| Location 3 - 4 North Park remove & replace 34 LF of curb, base & asphalt - 1 lump sum =         | \$ 4,463.00 |

### Exclusions:

- Any item not specifically listed above in scope of work.

ACCEPTANCE OF PROPOSAL - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

DATE OF ACCEPTANCE \_\_\_\_\_

SIGNATURE \_\_\_\_\_

## EXHIBIT 4

**GRAND  HAVEN**  
**COMMUNITY DEVELOPMENT DISTRICT**

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

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*Amended through **September 18, 2025** by the Board of  
Supervisors*

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**Adopted: **9/18/2025****

**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**TABLE OF CONTENTS

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## **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 must be able to demonstrate that he or she lives in a residence that is more than sixty (60) miles from nearest boundary of the District.

**“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 two 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 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. For purposes of these rules, "Pool Facility" shall include the swimming pool, any spa or hot tub and the deck areas surrounding a pool, hot tub or spa.
- (3) No diving, jumping, pushing, running or other horseplay is allowed in the pool or Pool Facility.
- (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 in the Pool Facility 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 Facility 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 Facility 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 Pool 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 Facility area.
- (17) For the safety and hygiene of others, the changing of diapers or clothes is not allowed in the Pool Facility.
- (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 Facility 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 Facility 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 Facility area.

- (26) Illegal drugs are not permitted in the Pool Facility.
- (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 at the Village Center pool at times determined by the Amenity Manager.
- (30) The Village Center Pool Facility 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 and the Pool Facility.

## **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**

- 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](http://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 GH CDD 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 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.

- pass.
3. Permits unauthorized use of an Access Card or House Guest and Daily Guest
  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. An Authorized Person or 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. An Authorized Person or 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 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. First Offense

When the process described in Paragraph 1 does not apply a violation of these Amenity Rules may result in issuance of either a Verbal or a Written Warning by Staff. 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 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 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 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." Notwithstanding the foregoing, in the event that the 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. If an offender has committed more than one violation of these rules prior to the time that a first Notice of Offense is reviewed by the Board, the Board, at its option, may consider the conduct under the provisions below under "Second Offense" or "Third Offense," depending on the number of violations involved.

### 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 -one or more unexpired existing Notices of 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 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, there shall be an automatic suspension of all Amenity Facilities privileges for a minimum of ~~ninety~~ one hundred-eighty (90~~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 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 5

## RESOLUTION 2025-12

### **A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE GRAND HAVEN COMMUNITY DEVELOPMENT DISTRICT AMENDING THE DISTRICT'S RULES, POLICIES AND FEES FOR ALL 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 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. Portions of the District's Amenity Rules regarding guest definitions 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 18<sup>th</sup> day of September, 2025.

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Secretary/Assistant Secretary

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Chair/Vice Chair

## EXHIBIT 6



## Monthly Amenity Update

*Date of report* 9-10-2025

*Submitted by:* John Lucansky

### **Café:**

- Monthly specials are back
  - Pierogi and prime rib dinners are scheduled in August
  - Octoberfest dinner special is scheduled for Sept. 30th
- Bingo and Trivia were well attended in August, Bingo having 90 people attend and Trivia bringing in 150 residents. Both are monthly events
- Live entertainment presented by Mike Kohn scheduled for Sept. 10<sup>th</sup>
- Karaoke is scheduled for Saturday the 20<sup>th</sup>

### **Amenities:**

- Pool volleyball is held on the first and third Monday of each month.
  - Times slots will be divided by levels of play
    - Ex: 5-6pm family play, 6-7pm couples play, and 7-8pm advanced play
  - All residents are welcome to attend

## **Events:**

- Ballroom dancing was a great success
  - Held in the Grand Haven room on July 23<sup>rd</sup> 5-6pm
  - October 8<sup>th</sup> will have another night of dancing
- *Midnight at the Masquerade Night* scheduled for Nov. 8<sup>th</sup> 5:00-8:00pm
  - Limited to 80 residents
  - A fully immersive dinner show
- Trunk or Treat scheduled for Halloween evening for 4-7pm in south parking lot
  - Residents must reserve parking spots
  - Mr. Softy ice cream will be at the Village Center round about and face painting available for the children

## **Tiki Hut**

- Tiki hut will remain open on Sundays, 11am-7pm
  - Patronage is well received when weather is good

## **Tennis Courts:**

- Courts need clay resulting from all the rain we received
  - Courts will be prioritized by clay need
    - Clay is scheduled to be added to courts 1,2,3, and 4 on Sept 7<sup>th</sup> weather permitting
- New nets needed on courts 5 & 6. Will wait for next fiscal cycle to purchase
- Some windscreens are showing tearing and dry rot and will need replaced soon

## **Bocce:**

- Bocce-Fall league starts September 3<sup>rd</sup>
  - Over 170 signed up as of now, 14 teams
  - Play is held on Wednesdays and Thursdays 3-8pm
- Bocce court maintenance has been completed.
  - The old top layer of clay will be removed and replaced with new clay. Courts will then be leveled accordingly and ready for the Fall league to begin
  - Thanks to Barry's staff for completing the project

## **Amenities quality checks and reporting:**

- We continue to monitor and check all amenities.
- We use 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 and repairs.***

## EXHIBIT 7

**GRAND HAVEN**  
**COMMUNITY DEVELOPMENT DISTRICT**  
**FY2024/2025 CAPITAL IMPROVEMENT PLAN PROJECT TRACKER**  
**09/10/2025**

| Line | Description                                      | Budgeted Cost      | Variance (+/-)   | Invoiced Amount    | Final Cost         | Comments/Notes                                     | Completed |
|------|--------------------------------------------------|--------------------|------------------|--------------------|--------------------|----------------------------------------------------|-----------|
| 1    | Gate & Gate Operator - Replacement               | \$12,635           |                  | \$8,818            |                    | In progress.                                       |           |
| 2    | Concrete Curb and Gutter Replacement             | \$156,676          |                  | \$105,860          |                    | Proposal to be presented for Board approval.       |           |
| 3    | Concrete Replacement                             | \$52,562           |                  | \$19,051           |                    | In progress.                                       |           |
| 4    | Firewise Projects                                | \$54,457           |                  | \$47,750           |                    | In progress.                                       |           |
| 5    | Road Repairs                                     | \$31,587           |                  | \$3,164            |                    | Repairs done on Egret, Osprey, and Riverfront      |           |
| 6    | Camera and DVR Replacement                       | \$11,372           | \$578            | \$11,950           | \$11,950           | Complete.                                          | x         |
| 7    | Light Pole & Fixture - Replacement               | \$32,093           | -\$16,246        | \$15,848           | \$15,848           | Complete.                                          | x         |
| 8    | Pond Bank Erosion Issues                         | \$37,816           | -\$1,216         | \$36,600           | \$36,600           | Complete.                                          | x         |
| 9    | Call Boxes                                       | \$119,359          |                  | \$49,364           |                    | Scheduled to be completed by the end of September. |           |
| 10   | Furnishings/Decorating Allowance CAC             | \$22,953           | -\$22,953        | \$0                | \$0                | Deferred.                                          | -         |
| 11   | Outdoor Composite Tbl/Chair - Croquet            | \$10,383           | -\$10,383        | \$0                | \$0                | Deferred.                                          | -         |
| 12   | Tiki Bar, Microwave - CAC                        | \$2,073            | -\$2,073         | \$0                | \$0                | Deferred.                                          | -         |
| 13   | Electronics, Office Technology Allowance         | \$18,873           | -\$7,043         | \$11,830           | \$11,830           | Complete.                                          | x         |
| 14   | Café, Point Of Sale - Cafe Bar (VC)              | \$6,886            | \$114            | \$7,000            | \$7,000            | Complete.                                          | x         |
| 15   | Maint, Pressure Washer                           | \$8,033            | -\$233           | \$7,800            | \$7,800            | Complete.                                          | x         |
| 16   | Maint, Utility Vehicle - Kawasaki Mule           | \$17,215           | -\$46            | \$17,169           | \$17,169           | Complete.                                          | x         |
| 17   | Maint, Vehicle (Additional Fleet Vehicle)        | \$49,923           | -\$11,593        | \$38,330           | \$38,330           | Complete.                                          | x         |
| 18   | Drinking Fountain, Outdoor CAC                   | \$3,169            | \$169            | \$3,338            | \$3,338            | Complete.                                          | x         |
| 19   | Finish, Tile Floor - Clubhouse CAC Patio         | \$55,712           | -\$55,712        | \$0                | \$0                | Deferred                                           | -         |
| 20   | Café, 2nd Part X Renovation Allowance            | \$573,153          | \$161,001        | \$734,154          | \$734,154          | Complete.                                          | x         |
| 21   | Basketball Court Resurfacing, CAC                | \$7,425            | \$330            | \$7,755            | \$7,755            | Complete.                                          | x         |
| 22   | Basketball Court Resurfacing- Wild Oaks          | \$7,425            | \$1,830          | \$5,595            | \$5,595            | Complete.                                          | x         |
| 23   | Lake Aerator (Annual)                            | \$38,665           | -\$12,682        | \$25,983           | \$25,983           | Complete.                                          | x         |
| 24   | Landscape Enhancements-Annual                    | \$57,384           |                  | \$18,134           |                    | In progress.                                       |           |
| 25   | Refurbishment Allowance Monument/Mailbox         | \$49,580           | -\$271           | \$49,309           | \$49,309           | Complete.                                          | x         |
| 26   | Pool Finish, Exposed Aggregate/Tile Trim CAC     | \$76,660           | -\$4,470         | \$72,190           | \$72,190           | Complete.                                          | x         |
| 27   | Shelter Fabric, Recover - CAC Pool Deck          | \$10,902           | -\$1,052         | \$9,850            | \$9,850            | Complete.                                          | x         |
| 28   | Street Signs and Poles, Replacement              | \$9,900            |                  | \$3,800            |                    | In progress.                                       |           |
| 29   | Tennis Court Resurfacing VC Courts 1-7           | \$44,550           | -\$3,167         | \$41,383           | \$41,383           | Complete.                                          | x         |
| 30   | Parking Lot Expansion - 1 of 2 cost to construct | \$99,000           | -\$99,000        | \$0                | \$0                | Deferred.                                          | -         |
| 31   | Roadway                                          | \$148,509          | -\$148,509       | \$0                | \$0                | Deferred.                                          | -         |
| 32   | Village Center Flat Roofs                        |                    | \$21,394         | \$21,394           | \$21,394           | Complete.                                          | x         |
| 33   | Jasmine Drive Stormwater Pipe Repair             |                    | \$57,135         | \$57,135           | \$57,135           | Complete.                                          | x         |
| 34   | Riverfront Drive Stormwater Pipe Repair          |                    | \$72,822         | \$72,822           | \$72,822           | Complete.                                          | x         |
| 35   | Architect Café Renovation                        |                    | \$9,861          | \$9,861            | \$9,861            | Complete.                                          | x         |
| 36   | <b>Totals:</b>                                   | <b>\$1,826,930</b> | <b>-\$71,414</b> | <b>\$1,513,237</b> | <b>\$1,257,296</b> |                                                    |           |

## EXHIBIT 8



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**Operations Manager's Report – For the Thursday September 18th, 2025, Board Meeting**

**(This Report Was Submitted for The Agenda On 09/11/2025)**

○ **VILLAGE CENTER PERGOLA**

- The pergola contract has been executed.
- The deposit has been invoiced.
- The contractor has started the design phase of the project.

○ **ADDITION OF 4-WAY STOP AT INTERSECTION INSIDE MAIN GATE**

- The Board requested the installation of pedestrian crossing signs at the intersection.
- Pedestrian crossing signs have been installed by CDD staff.

○ **ALTERNATE EXIT IN WILD OAKS FOR EMERGENCY PURPOSES**

- The Board approved surveying two areas along the ponds near the entrance of Wild Oaks.
- Surveys have been completed.
- Any further action has been put on hold by the Board pending a review of the area by EOC and the Florida Forestry Service.

○ **CURB/GUTTER REPAIR**

- The curb/gutter repair on Waterside Pkwy has been completed by the contractor.
- We have received a proposal from the infrastructure contractor for the next round of curb/gutter repairs.
- The proposal will be presented to the Board for review at the September Regular Board Meeting.
- Based on staff availability, CDD staff have also been performing curb/gutter repairs in various areas on the community.

○ **CALLBOX REPLACEMENT**

- Site prep work is being performed by the contractor.
- A notice is being prepared to be sent out to the community regarding the function and the use of the new remote kiosks.

○ **CAFÉ SOUND REDUCTION**

- Staff have been researching possible solutions for reducing sound levels in the café dining area.
- Sound absorption wall panels have been ordered and will be installed on a trial basis.

## EXHIBIT 9

## **GRAND HAVEN MEETING ATTORNEY REPORT LIST (9/18/25)**

### **1. Golf Course**

There are significant updates to this issue. I reported at the August meeting that Escalante had agreed to remove the encroachments. Shortly after the meeting I received a written response to the July letter I sent to David McDonald. In the response the attorney for Escalante set out a legal theory that he contends supports continued use of the bag drop area along with other rights the Club claims. I disagree and responded in writing. I have included the Escalante communication (Attachment 1, without all of the exhibits, which are very lengthy) and my response (Attachment 2).

### **2. Amenity Management RFP**

One proposal was received from Vesta and will be discussed at the meeting. Enclosed is a very brief summary of the options presented (Attachment 3).

### **3. Amenity Rules Hearing**

The Board will conduct its public hearing at the September meeting. The language and resolution are elsewhere in the agenda.

### **4. Café Renovation Closeout**

The Contractor has submitted an application for payment of the final sums due under the contract (the retainage). I include documentation that the Contractor will be asked to sign (Attachment 4).

### **5. Facilities Advisors Final Payment**

I have attached a response sent by Gary Porter to the letter the Board directed me to send him (Attachment 5). This will be discussed at the meeting.

### **6. Attorney Fee Tracker**

Attached is the monthly fee tracker (Attachment 6).

## Attachment 1



Escalante – Grand Haven LLC

August 20, 2025

Board of Supervisors  
Grand Haven Community Development District  
Vesta District Services  
250 International Parkway, Ste. 208  
Lake Mary, FL 32746  
Attn: Mr. David McInnes

Re: Grand Haven Golf Club Bag Drop; Demand to Vacate Easement

To the Board of Supervisors:

I received your letter, under the signature of your counsel, Scott Clark, Esq., in which you demanded that Escalante – Grand Haven LLC (the “Club”) either (i) enter into a terminable License Agreement with the District, upon terms and conditions unacceptable to the Club, or (ii) by August 31, 2025, vacate the Club’s use of what you claim to be “that portion of Parcel K that the golf club currently uses as a bag drop area” and, by September 30, 2025, remove a “wooden shack” alleging encroaching upon District property. In addition, you demanded that the Club cease using the parking lot for golf course maintenance purposes and that the Club permit your contractors access to the Club’s golf course, not on days when the Club is closed for play, but upon your demand.

I do not understand the circumstances, issues and conflicts that caused the Board to send a letter such as this. While you say that the Board seeks to “collaborate on a number of issues of mutual concern” with the Club, your letter makes clear that the “collaboration” you demand is the Club’s compliance with the District’s demands. Let me be clear, the Club agrees with your sentiment regarding the need for collaboration. However, collaboration can occur only after the District acknowledges the scope of the Club’s parking lot and Parcel K property rights. Collaboration based upon mutual respect will be most productive.

As for your parking lot and Parcel K demands, some time ago, I instructed our counsel, Terry Taylor, to work with your counsel on understanding our rights. Terry and I were confident that the Grand Haven developer had granted the Club all rights necessary for the conduct of the Club’s business. It defies reason to think that the developer would not do so. I could never authorize entering into a License Agreement unless Terry advised that such an Agreement was required. And, as Terry explains in the attached Memo, the Club has the easement rights it needs for the parking lot and Parcel K. A License Agreement is not required. It just required his expenditure of sufficient time and effort to research, analyze and identify the relevant documents.

As for your claim that the “wooden shack” encroaches upon your property, it would be unusual for a developer to construct a building across property boundaries in a manner suggested in Attachment 1.

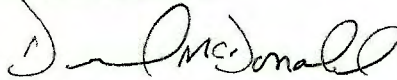
Not only would it cause the expenditure of moneys for plat modification, but doing so would likely violate County ordinances and result in failing County inspection.

Putting that aside for the moment, I am curious about how and why the issue arose. Let's assume (although we do not know) that the District owns this unused and useable portion of the Riverfront Drive right of way. How did this encroachment – one that arose when the developer built the shack more than twenty-five years ago – suddenly become of such great importance that the District demands it be removed by September 30? What immediate harm is the District experiencing that necessitates immediate action?

I will admit that the Club's use of the parking lot for golf course maintenance purposes (sand storage and staging) was ill conceived. I will speak to our Club staff to make sure that it does not happen again. As far as your contractor access to the Club's golf course, we can discuss that after we resolve the misunderstanding regarding the Club's Parking Lot and Parcel K property rights.

In closing, once you have evaluated the attached Memorandum, I would appreciate a response from you in which you rescind your August 31, 2025, cease and desist demand related to the Club's use of the parking lot and Parcel K for bag drop and cart paths. Should the District take steps to interfere with the Club's exercise of its parking lot and Parcel K rights, the Club will seek all remedies available under law.

Sincerely yours,

A handwritten signature in black ink, appearing to read "David McDonald", written in a cursive style.

David McDonald,  
as authorized signatory for  
Escalante - Grand Haven LLC

#### Attachments

Cc: Andrea Knox  
Jeff Kindred  
Caleb Kehrwald

Scott Clark, Esq  
Clark & Albaugh  
1800 Town Plaza Court  
Winter Springs, Florida 32708

# MEMO

To: David McDonald  
From: Terry Taylor  
Date: August 15, 2025

Re: Grand Haven Development District Demand that Grand Haven Golf Club  
Vacate Rights of Easement and Other Issues

## **Purpose**

This Memo provides the backup for your response to the July 23, 20025 letter sent to you by the Grand Haven Development District in which the District demanded that Escalante – Grand Haven LLC (the “Club”) cease and desist (i) in the continued exercise of its rights of easement over “that portion of Parcel K that the golf club currently uses as a bag drop area”, and (ii) in the encroachment of a “wooden shack” on District property. The District also cited alleged improper use of the Parking Lot Extension during a green’s restoration project, and the Club’s lack of cooperation in a District request for its contractors to perform stormwater drainage pipe inspection on other than days when the course is closed for play.

## **Issues**

1. Whether the Club has the easement rights required for its current use of the Parking Lot for cart paths, cart staging and the Parking Lot Extension for construction support.
2. Whether the Club has the easement rights required for its use of Parcel K for cart paths and cart staging.
3. Whether the Club’s wooden storage shack encroaches upon District property.
4. Whether the District has the right to demand that the Club close the golf course so that it may inspect the stormwater drainage system.

## **Answers**

1. The Club has the rights of easement allowing its current use of the Parking Lot for cart paths and cart staging. Less clear are the easement rights of the Club for use of the Parking Lot Extension for construction support.

2. The CC&Rs authorized developers to construct improvements on land abutting the Club's property and, through the construction of such improvements, define golf cart easements for the benefit of the Club.

3. I will reserve my answer on the encroachment issue until I am provided and have the chance to review the conveyance document through which the District received ownership of the Encroachment Property.

4. The Club should cooperate with the District in scheduling the inspection at a mutually convenient time (i.e. a time when the Club is closed and the contractors are available). I am unaware of any rule or regulation that would require the Club to close golf course to permit stormwater drainage system inspection solely for the convenience of the District.

## **Discussion**

Let me start by identifying the land areas not owned by the Club, but that abut the Club's Property, to which I will refer in this Discussion.

When I refer to the "Parking Lot" in this Memo, I am referring to the area outlined in yellow on Attachment 1 which depicts the land described in Exhibit A of the Special Warranty Deed, April 17, 2003, recorded at Official Records Book 961, Page 231 (Attachment 2).

When I refer to the "Parking Lot Extension" in this Memo, I am referring to the area outlined in blue on Attachment 1 which depicts the land described in Exhibit A of the Special Warranty Deed, April 17, 2003, recorded at Official Records Book 961, Page 228 (Attachment 3).

When I refer to "Parcel K" in this Memo, I am referring to the area outlined in pink on Attachment 1 which depicts the land described in Exhibit A of the Special Warranty Deed, December 29, 2015, recorded at Official Records Book 2105, Page 910 (Attachment 6).

When I refer to the "Encroachment Property" in this Memo, I am referring to the area outlined in blue on Attachment 1.

## The CC&R Easement

The Club's access and usage on the parcels described above originate either under the CC&Rs, as more fully described below and referred to herein as the "CC&R Easement", or through a specific grant of easement, referred to herein as the "Specific Easement".

The CC&R Easement is an easement established by the Declarant under Section 4.8 of the CC&Rs created through the mutual agreement of the Declarant and each developer

of “lands abutting the Golf and Country Club Property”. See Section 4.8, Second Amended and Restated Declaration of Covenants, Conditions and Restrictions for Grand Haven Master Association, February 21, 2001, Book 729, Page 259, Official Records of Flagler County, FL. (as thereafter supplemented and amended, referred to herein as the “CC&Rs”)(Attachment 7). The CC&Rs, allowed, but did not require, that these CC&R Easements be designated by the “recording a separate instrument in the Flagler County Public Records...” *Id.* at 275-76. However, the CC&Rs required that the developer depict these easement areas “on any plat to be recorded for the land encompassing such easements.” *Id.* at 275.

Identifying the “lands abutting the Golf and Country Club Property” burdened by the CC&R Easement (such as Parcel K) would be straight forward had the abutting land developers recorded plats designating the location of these easement areas or separate easement agreements upon completion of the golf course. Although they did neither, the Club’s easement rights were not contingent upon their doing so.<sup>1</sup>

Rather, than location by plat or separate agreement, the CC&R Easements under Section 4.8 are defined by the location of the improvements. According to the CC&Rs these improvements could be made only in areas agreed upon by the Declarant and developer and “in locations that [did] not unreasonably interfere with the occupancy, use and development of the Property ....” *Id.* at 275. Once the Declarant and developer agreed, the CC&R Easement was “created” and the developer was required to improve the easement area. *Id.* Lacking location through a plat or separate instrument, the improvement itself designates the land subject to the CC&R Easement, because the land’s improvement evidences its creation.

According to Section 4.8, the CC&R Easements grant the Club the right:

to enter upon such Golf Cart Path Easement areas for the purpose of constructing, installing, inspecting, maintaining, repairing or replacing from time to time a paved golf cart path and for ingress, egress and passage thereover by way of, and for the use and operation thereof of electric or other powered golf carts, lawn maintenance machinery or equipment and vehicles and equipment used for the construction, repair or maintenance of the Golf and Country Club Property and/or the Golf Cart Path Easements.

*Id.*

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<sup>1</sup> *E.g.* Declaration of Golf Path Cart Easement, December 20, 2011, Book 1848, Page 1001, Official Records of Flagler County, FL (Declarant relies upon the continued existence of Section 4.8 CC&R Easements in granting a cart path easement).

### The Specific Easement

Once owned by our predecessor, Crescent Resources conveyed the Parking Lot (referring only to the area outlined in yellow and not to Extended Parking Lot) to the District. In exchange, the District granted Crescent the Specific Easement. See Easement Agreement, April 17, 2003, recorded at Official Records Book 961, Page 234 (Attachment 4), as amended by Amendment to Easement Agreement, dated July 21, 2005, recorded at Official Records Book 1312, Page 676 (Attachment 5), later ratified and confirmed in the Corrective Quit Claim Deed, recorded at Official Records Book 1848, Page 960.

Crescent Resources and its assignees (which would include Grand Haven Golf Club and the Club) were granted a right of vehicle and pedestrian ingress and egress, as well as the right to use the Specific Easement improvements "for loading upon any portions of the Easement Property designated as loading spaces." Id. at 235. In addition to these specific uses, the Club has the general right to use the Parking Lot for any purpose "in connection with the ownership, development and/or the operation of the Club..." Id. at 236.

### Question #1 – The Club's Parking Lot Use

A review of Attachment 1 reveals that the Parking Lot outlined in yellow includes (i) an asphalt drive and parking lot, (ii) concrete walkways, (iii) brick paved cart paths, and (iv) a brick structure the Club uses for loading and unloading golf bags.

The Specific Easement, Paragraph 1(a), grants the Club, its invitees, members and guests, the rights of:

ingress and egress by pedestrian and vehicular access and traffic (including, but not limited to golf, beverage and maintenance carts) over, through and across the Easement Property and the Improvements ... for purposes of providing ingress and egress to and from Riverfront Drive from and to the Club ...; for parking upon any portions of the Easement Property designated as parking spaces; and for loading upon any portions of the Easement Property designated as loading spaces.

Id. at 235.

If this grant of right were deficient in any respect, Specific Easement Paragraph 1(e) granted the Club the general right to use the Parking Lot:

For any other use and enjoyment of the Easement Property for the use and enjoyment of the Benefited Property in connection with the ownership, development and/or the operation of the Club ... which use and enjoyment does not materially interfere with the District's use of the Easement Property for parking and pedestrian and vehicular ingress and egress.

Id. at 236. The only limitation to the Club's usage rights is that the exercise of these rights cannot materially interfere with the District's use. Because the Club's usage of the Parking Lot has continued unchanged for over fifteen years, it is unlikely that its usage would be found to be materially interfering with the District's use.

Note: This analysis *is not applicable* to the Club's use of the Parking Lot Extension in connection with its green's restoration project. The Specific Easement **does not extend** to the Parking Lot Extension. And, whether the CC&R Easement rights applicable to the Parking Lot Extension permit the Club to use it for construction support (by the storage and staging of sand) is far from certain. I acknowledge that the CC&R Easement allows access and use for "machinery or equipment and vehicles and equipment used for the construction, repair or maintenance of the Golf and Country Club Property..." But I am unwilling to opine on this particular use.

#### Question #2 – The Club's Use of Parcel K

I am of the opinion the CC&R Easement allows our use of the areas of Parcel K improved for such use.

Parcel K was subject to the CC&R's when the District accepted title. (See Schedule B, Exception #9 of Owner's Policy of Title Insurance #5011412-802721, dated January 7, 2016). As such, Parcel K was subject to the CC&R Easements created pursuant to Section 4.8 on the portion of Parcel K improved for the Club's use. The District was aware of and had notice of these rights when it accepted the conveyance of Parcel K by Special Warranty Deed, dated December 29, 2015, recorded at Official Records Book 2105, Page 910 (Attachment 6), subject to "all matters of record". The Club's open and obvious use since the Club's purchase in December 2011 provided ample notice of its easement right.

#### Question #3 - Wooden Storage Shack Encroachment upon District Property

The District accused the Club of continual trespass of the Club's wooden shed upon District property – the property outlined in blue on Attachment 1. This property is part of an apparently abandoned portion of the Riverfront Drive Right of Way.

I am unable to respond to this accusation because I was unable to find any document through which the District obtained title to this property.

#### Question #4 - Stormwater Drainage Inspection Scheduling Issue

This is a question to which I cannot respond. I do not know the circumstances related to the District's request or the Club's response. Certainly, the Club should cooperate with the District in scheduling the inspection at a mutually convenient time, such as a time when the Club is closed and the contractors are available. Why the Club

and the District could not arrange a mutually acceptable time I do not know. I can say only that I am unaware of any rule or regulation that would require the Club to close golf course to permit stormwater drainage system inspection solely for the convenience of the District.



## Attachment 2

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# MEMORANDUM

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**From:** Clark & Albaugh, PLLC  
**To:** David McDonald  
Terry Taylor  
**Date:** September 4, 2025  
**Subject:** Easement Rights over Parking Lot and Parcel K

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Thank you for providing the letter dated August 20, 2025 and the attached memo of August 15, 2025 (referred to here as the "Memo"). We appreciate that you took the time to specifically enunciate the reasons that Escalante believes it has rights to the maintenance of the currently existing uses on property belonging to the Grand Haven Community Development District (hereinafter, "District"). The August 20th letter asks why these items have "suddenly" become of great importance. The fact is that the District has been concerned over the existence of these undocumented encroachments and uses for five years. We initiated a conversation that long ago which, admittedly, was interrupted by events pertaining to the pandemic. However, more than a year ago, Mr. Taylor and the District re-engaged in that conversation. The approach that the District took in the conversation was to try to avoid interruption to the uses that the club was currently enjoying but to rather document the uses and the conditions of use in a written agreement. We are sure that you would agree that documenting such rights in writing is a reasonable way to conduct business and to avoid misunderstandings. The current discussions have dragged on for a time that the District's Board of Supervisors determined to be unreasonable, and that was the source of my letter of July. Until your August 20 letter, we were unaware that the terms of the draft license agreement were unacceptable. In fact, we were under the impression that we were very close to arriving at language that both parties could accept. The August 20 letter stopped short of specifying what conditions are unacceptable. Instead, it included the Memo, which makes a series of legal arguments that the Club contends support the current use by the Club of the District's property.

Since you requested in the August 20 letter that the District respond to the Memo, we have taken the time to evaluate the positions in the Memo in great detail and now wish to respond to them. To the extent possible, we will try to follow the same logical sequence as contained in the Memo.

## The CC&R Easement

The District is quite familiar with the Contents of the Declaration of Covenants and Restrictions recorded in Official Records Book 729, page 259, Public Records of Flagler County. Prior to taking any position with respect to Tract K and the other uses around the clubhouse, we carefully evaluated Section 4.8 to determine its impact, if any, on the questions that were being discussed with the Club. We also carefully reviewed the arguments presented in the Memo and again reviewed Section 4.8 in light of those arguments. Having done so, we cannot agree with the interpretation placed on Section 4.8. We believe that the specific language of that section, together with relevant Florida case law, leads to a different interpretation. Section 4.8 reads as follows:

”4.8 Golf Cart Path Easement. The Declarant and any developer of lands abutting the Golf and Country Club Property shall establish, for the benefit of the Declarant and the Owner and/or operator from time to time of the Golf and Country Club Property and their respective employees, agents, licensees, invitees, members and guests, exclusive conditional Golf Cart Path Easements over and upon such portions of the Property as may be mutually acceptable to the Declarant and such developer. The Golf Cart Path Easements shall include the right to enter upon such Golf Cart Path Easement area, *for the purpose of constructing, installing, inspecting, maintaining, repairing or replacing from time to time a paved golf cart path and for ingress, egress and passage thereover* by way of, and for the use and operation thereon of electric or other powered golf carts, lawn maintenance machinery or equipment and vehicles and equipment used for the construction, repair or maintenance of the Golf and Country Club Property and/or the Golf Cart Path Easements. Such easements shall be created in locations that do not unreasonably interfere with the occupancy, use or development of the Property and shall be of a reasonable size and configuration. *All such easements shall be improved by the installation of a paved golf cart path not exceeding ten (10) feet in width*, and shall be graded and improved in a manner compatible with the drainage system of the portion of the Property adjacent thereto. The Owner and/or operator of the Golf and Country Club Property shall maintain such easements in an attractive and businesslike manner and shall promptly repair all damage to such easements to prevent such easements from becoming unsightly or a nuisance to the Property. *The developer of the portion of the Property encumbered by a Golf Cart Path Easement shall have the right, prior to recording a plat of the Property, to relocate such easement*, provided that such developer shall bear the entire expense thereof and the Owner of the Golf and Country Club Property egress to such relocation. Nothing herein shall be construed to prohibit the parties from creating temporary Golf Cart Path Easements upon mutually agreeable terms and conditions. *All permanent Golf Cart Path Easements shall be depicted on any plat to be recorded for land encompassing such easements. Once the golf course has been constructed,*

***Declarant may establish such Golf Cart Path Easements by recording a separate instrument in the Flagler County Public Records or by designating the Golf Cart Path Easements on any future plat or plats of the Property.***  
(emphasis supplied)

Relying upon this language, the Memo notes that “The CC&R’s allowed, but did not require, that these CC&R Easements be designated by the recording of a separate instrument in the Flagler County Public Records” but that, “[h]owever, they required that the developer depict these easement areas on any plat to be recorded for the land encompassing such easements.” These statements are consistent with the language of Section 4.8. Section 4.8 did, in fact, create these two alternate methods of creating a Cart Path Easement. Prior to construction of the golf course, it provides that the Cart Path Easement “shall be depicted” on a plat of the affected area. After construction, it provides that “Declarant may establish such Golf Cart Path Easements by recording a separate instrument in the Flagler County Public Records or by designating the Golf Cart Path Easements on any future plat or plats of the Property.” The language speaks of the creation of temporary easements that may be relocated but then provides that “[a]ll permanent Golf Cart Path Easements shall be depicted on any plat to be recorded for land encompassing such easements.”

It is not disputed that Tract K is part of the Plat of River Club at Grand Haven, Map Book 33, Page 79, of the Flagler County public records. At the time of the plat, the golf course had already been platted. The River Club plat was executed by Grand Haven Developers, LLC, the then Declarant of Grand Haven (identified in the same Declaration that contains Section 4.8). The previously recorded plat of Grand Haven Golf Course Front Nine (Map Book 33, Page 29) had created Parcel M and designated it as the Clubhouse site. At the time that Tract K was platted, it was a land “abutting the Golf and Country Club Property.” It is also not disputed that the plat of Tract K did not establish any Cart Path Easements. It is also not disputed that no “separate instrument” creating a Cart Path Easement was recorded over Tract K.

Faced with this difficulty, the Memo inexplicably asserts that, although the easement was not created by either plat or recorded instrument, “the Club’s easement rights were not contingent upon their doing so.” It reasons that the easement is “defined by the location of the improvements” and asserts that it “was created” when the developer and Declarant “agreed.” This argument flies in the face of the express language of Section 4.8 and is contrary to applicable law. In Florida, as in most states, no interest in real estate exceeding a year may be created except by a written instrument complying with the formalities established by law.<sup>1</sup> The Memo appears to take the position that the easements could be created by something as simple as an

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<sup>1</sup> Fla. Stat. §689.01

oral communication or perhaps a drawing on the back of a napkin. Fortunately, the law states otherwise.

The interest that the Memo describes, an interest based upon the “location of the improvements,” describes a prescriptive easement. A detailed treatise on the law of prescriptive easements is beyond the scope of this memorandum. Suffice it to say that the technical requirements to establish such a right are extensive and the law presumes that a use such as the one in question has been permissive rather than adverse. Most significantly, in Florida an easement by prescription cannot be maintained against government-owned property.<sup>2</sup>

### **The Specific (Parking Lot) Easement**

Following the discussion on the Cart Path Easements arising under Section 4.8, the Memo turns to a discussion of the easement between the District and the prior owner of the golf course recorded in Official Records Book 961, Page 234, amended in Official Records Book 1312, Page 676 (the “Parking Lot Easement”). Notably, the Parking Lot Easement is non-exclusive. The Club has no greater right to use the Parking Lot Easement than does the District. It is likely that the District’s use of the parking areas will increase in the future. The easement includes ingress and egress between the Club and Riverfront Drive, together with parking on designated parking spaces and loading upon any portions of the Easement Property designated as loading spaces. Other uses are described in 1(b), (c), (d) and (e). We believe that the storage and staging of heavy construction equipment is not contemplated by the language in (e). By their nature, such equipment cannot be parked in designated spaces and, by its presence, impedes the District’s use of the parking lot. Moreover, the District has great concern that the loading and storage of sand in the parking lot, where many storm drain structures are located, may have had detrimental impacts on the stormwater system. The District may also have difficulty assessing those impacts due to restrictions imposed by the Club regarding the District’s stormwater maintenance activities, discussed below.

The Memo notes that the Parking Easement area includes “concrete walkways, brick paved cart paths” and “a brick structure” used for loading and unloading golf bags. To be clear, it does appear from the survey (Attachment 1) that some of the brick area is located within the Parking Lot Easement area, although the bulk of the brick paver area is on Tract K and not within the Parking Lot Easement. The use of the Parking Lot Easement area and Tract K have to be differentiated in that regard. There is nothing in the Parking Lot Easement that creates a use right for the brick area and walkways on Tract K. In part of the argument regarding the “Specific Easement,” the Memo asserts that certain improvements on Tract K are easements created under the CC&R Easement structure. Based upon that, it attempts to sweep them into the terms of the Parking Lot Easement by extension. For reasons stated above, the District asserts that there are no CC&R Easements on Tract K, and the District has the right to discontinue the Club’s use of any such areas and, if it desires, to remove the brick paver and concrete path improvements on Tract K.

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<sup>2</sup> Lovey v. Escambia County, 141 So. 2d 761 (Fla. 1<sup>st</sup> DCA 1962).

The use of the brick areas within the described Parking Lot Easement (which need to be specifically identified) may be subject to further discussion of whether they are “designated” loading spaces and, if so, what use is appropriate for the brick area outside of Tract K.

### **The Wooden Storage Shack**

Curiously, although the Memo and included Attachment 1 appear to agree with the District’s position that the Wooden Storage Shack encroaches on land that the Club does not own, it suggests that no position can be taken until the District essentially provides proof of ownership. While the District does not agree with that proposition, it is not difficult to find the origins of the District’s claim. The Plat of River Club at Grand Haven (Map Book 33, Page 79) includes the area in question as part of the right-of-way of Riverfront Drive. Note 1 of the Plat indicates that Riverfront Drive and other roads are “dedicated to the Grand Haven Community Development District.” It is clear that the Wooden Storage Shack encroaches onto this property.

### **Stormwater Drainage Inspection**

On this topic, the District and Club agree that cooperation between the parties is appropriate and helpful. We are not aware of a request that the Club be closed for stormwater inspection activities. In order to foster better understanding of the issue, we will explain it briefly. Grand Haven contains a vast and interconnected system of stormwater ponds, stormwater inlets and connecting pipes. The stormwater ponds that exist on the golf course are integrated into that system. The two plats that define the golf course contain a number of drainage easements that coincide with underground pipes which connect the ponds between themselves and also connect to stormwater structures within the residential subdivisions and roads surrounding the golf course. The District is the maintenance entity charged under state law and applicable permits with repair and maintenance of the stormwater system. One of the stormwater inlets on Waterside Parkway has exhibited a chronic slow flow and occasional backup of stormwater for years. The contractors who have worked on this situation have advised the District that there is likely a blockage in the pipe between the road and the pond located on the golf course. This situation creates problems for all parties: for the District, street flooding results; for the Club, there may be a more serious problem in the underground pipe that could cause subsidence or other problems on the golf course. The District has obtained proposals to inspect the pipe. That process, as we understand it, will involve plugging the pipe within the golf course pond so that video equipment can be run through it. When approached about the work, the Club suggested that it would cooperate, but that the work could only be performed on Mondays. By its nature, the job will take multiple days, and it is not reasonable to have the contractor perform the work over several Mondays rather than consecutive days. The extent of that work’s impact on Club operations is something that the parties should discuss.

In summary:

1. The Club has a non-exclusive right to use the Parking Lot Easement for the stated purposes within the boundaries of the recorded easement. None of these rights extends to Tract K. It is our opinion that the use of the Parking Lot Easement for construction storage and staging overburdened the easement.
2. The language of Section 4.8 does not apply to any portion of Tract K. No easement was created by utilizing the required formalities of platting or recording easements. Neither Section 4.8 nor Florida law authorize the creation of unrecorded easements on Tract K.
3. The Wooden Storage Shack clearly encroaches on District Property.
4. The District has the right and duty to inspect and repair stormwater pipes. The parties should cooperate to accomplish this work in the most expeditious manner possible for both parties.

As such, we reiterate our position that the Club needs to discontinue its use of Parcel K and remove the Smoke Shack encroachment. As the August 31 deadline has passed, please provide us with a schedule for these items to be completed.

## Attachment 3

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# M E M O R A N D U M

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**From:** Clark & Albaugh, PLLC

**To:** Board of Supervisors  
Grand Haven Community Development District

**Date:** September 18, 2025

**Subject:** Amenity Proposal from Vesta

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This memo intends to discuss at a summary level some of the decisions the Board will need to consider in connection with the Vesta response to the District's Amenity Management RFP. Vesta has presented options for the Board to choose from in both the Food and Beverage portion and the general Amenity Management portion. Briefly, here they are:

## **Food and Beverage**

The Food and Beverage portion has responded by proposing the five percent (5%) revenue share requested in the RFP, but it also provides two other options. Initially, the response asserts that prices will be adjusted (suggested to be 4.5%) if the revenue share is implemented. A second option retains the status quo, which will eliminate the revenue share provision but, according to the Proposal, will keep prices down. The third options provides for a fixed management fee for food service, with the District retaining the profit or bearing the loss associated with the Food and Beverage operation.

## **Amenity Management**

The Vesta Proposal indicates that the RFP could be interpreted to provide for lower staffing levels than currently exist. As such, they have proposed three options. Option one provides the lowest cost but reduces the level of staffing. It saves \$70-90,000 compared to the other options. Option two preserves the status quo of service levels. A third option provides for the District to pay a fixed management fee and to cover onsite (labor and supply) costs at a pass-through amount (no markup). The third option results in estimated savings of approximately \$21,000 in the first year. The pricing is provided for five years with annual increases exceeding four percent (4%).

Pricing is contained in the Vesta Proposal previously distributed

## Attachment 4



**WAIVER AND RELEASE OF LIEN  
UPON FINAL PAYMENT**

**THE UNDERSIGNED** lienor, in consideration of the final payment in the amount of \$77,404.30, hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished to GRAND HAVEN COMMUNITY DEVELOPMENT DISTRICT on the following described property in Flagler County Florida:

Grand Haven Village Center  
Tax Folio No. 22-11-31-0000-02020-0200

**THE UNDERSIGNED** lienor further acknowledges that it has been paid in full for labor, services, and materials furnished to GRAND HAVEN COMMUNITY DEVELOPMENT DISTRICT on the said property and that all obligations of the Contract in favor of the undersigned have been fulfilled. Contractor releases its interests under that certain Notice of Commencement recorded in O.R. Book 2893, Page 1858, Public Records of Flagler County.

**DATED** on this \_\_\_\_\_ day of September, 2025.

**PAUL CULVER CONSTRUCTION, INC.**

By: \_\_\_\_\_  
Paul K. Culver, President

**STATE OF FLORIDA  
COUNTY OF FLAGLER**

**BEFORE ME**, the undersigned authority, on this \_\_\_\_ day of September, 2025, appeared PAUL K. CULVER, by means of (check one) ☐ physical presence or ☐ online notarization, who is personally known to me or produced \_\_\_\_\_ as identification, and who, after being duly sworn, acknowledged that he is the President of PAUL CULVER CONSTRUCTION, INC.

\_\_\_\_\_  
Sign Name  
NOTARY PUBLIC

(Seal)

**CONTRACTOR'S FINAL PAYMENT AFFIDAVIT**

**STATE OF FLORIDA**  
**COUNTY OF FLAGLER**

**BEFORE ME**, the undersigned authority, personally appeared Paul K. Culver, who, after being first duly sworn, deposes and says of his personal knowledge the following:

1. He is the President of **PAUL CULVER CONSTRUCTION, INC.**, which does business in the State of Florida, hereinafter referred to as the "Contractor."

2. Contractor, pursuant to a contract with **GRAND HAVEN COMMUNITY DEVELOPMENT DISTRICT** hereinafter referred to as the "Owner," has furnished or caused to be furnished labor, materials, and services for the construction of certain improvements to real property as more particularly set forth in said contract.

3. This affidavit is executed by the Contractor in accordance with section 713.06 of the Florida Statutes for the purposes of obtaining final payment from the Owner in the amount of \$77,404.30.

4. All work to be performed under the contract has been fully completed, and all lienors under the direct contract have been paid in full, except the following listed lienors:

| <u>NAME OF LIENOR</u> | <u>AMOUNT DUE</u> |
|-----------------------|-------------------|
|-----------------------|-------------------|

|      |        |
|------|--------|
| None | \$ -0- |
|------|--------|

**SIGNED, SEALED, AND DELIVERED** this \_\_\_\_ day of September, 2025.

**PAUL CULVER CONSTRUCTION, INC.**

By: \_\_\_\_\_  
Paul K. Culver, President

**BEFORE ME**, the undersigned authority, on this \_\_\_\_ day of September, 2025, appeared **PAUL K. CULVER**, by means of (check one) ☐ physical presence or ☐ online notarization, who is personally known to me or produced \_\_\_\_\_ as identification, and who, after being duly sworn, acknowledged that he is the President of **PAUL CULVER CONSTRUCTION, INC.**

\_\_\_\_\_  
Sign Name

\_\_\_\_\_  
Print Name NOTARY PUBLIC

(Seal)

## Attachment 5

## Scott Clark

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**From:** Gary Porter <gporter@facilitiesadvisors.com>  
**Sent:** Thursday, August 28, 2025 1:43 AM  
**To:** Scott Clark  
**Cc:** dmcinnes  
**Subject:** Grand Haven CDD Consulting Agreement

Caution! This message was sent from outside your organization.

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This email is in response to your letter dated June 24, 2025. I did not receive your letter until the first week of July. I apologize for the long delay in responding. I was out sick with a nasty bug I caught on my travels and was out for nearly a month and have been playing catch up ever since then. I needed to review the documents before I responded to your letter. I have excerpted the sections related to payment and reproduced them below. Your letter indicates that the Board met and “[is not willing to make payment before it becomes due under the agreement...](#)”. As indicated in the contract and proposal wording below payment became due under the agreement with the delivery of the draft report. The draft report was delivered by email April 26, 2025. We inadvertently issued a final invoice prior to delivery of the draft report. We have now issued a credit memo to offset that invoice and we will issue a new invoice.

Per my reading of the agreement I have no obligation to issue a final report to receive payment. I ask that you reconsider your position. If you want a final report I will issue one but will need to modify wording to indicate that the report should not be relied on because the District failed to perform a comprehensive review of the proposed expenditure schedule. A reserve study or capital budget is by its very nature a series of estimates and assumptions about future events. It is generally unlikely that any of the estimates and assumptions will be exactly correct. The purpose of a comprehensive review is to refine the estimates and assumptions as much as possible to achieve a higher degree of accuracy. In your case this never occurred.

### **The contract with the District states -**

3. [Compensation](#). District agrees to compensate the Consultant in the amount set **[Eighteen Thousand, Five Hundred and 00/100 Dollars \(\\$18,500.00 USD\)](#)** (the “Contract Sum”), which shall be paid as follows: Sixty percent (\$11,100.00) shall be paid upon authorization to proceed, with the remaining Forty percent (\$7,400.00) to be paid upon District’s receipt of the **[work product described in the Proposal](#)**. Invoices shall be generated from the Consultant and delivered to the District so that payments identified herein can be made. By executing the Agreement, Consultant covenants, represents and warrants that it has had ample opportunity to, and by careful examination has, satisfied itself as to the nature and location of the Project sufficient to perform the Scope of Work.

### **The proposal states –**

6. Reserve Study Fee & Terms: FA's fee for preparing the Reserve Study, with site analysis, for the period beginning October 1, 2024 is \$ 18,500. 60% of this fee will be billed upon authorization to proceed and is due and payable at that time. The remaining 40% will be billed upon delivery of the draft report and is due and payable within 30 days. If a draft report is not issued at the request of the Community Development District, the remaining 40% is due and payable within 30 days of importing data into Facilities 7 software and providing access to the Community Development District.

You also stated in your letter "The CDD had been led to understand that you were willing to resolve these disagreements under the terms that were set forth in the Amendment and Termination that was provided to you last month." While I admit that several possible outcomes were discussed with Mr. Foley I never agreed to any specific outcome. I suggest Mr. Foley heard what he wanted to hear. This causes one to wonder what other statements may have been made that were incorrect. It was not until after I returned from a lengthy business trip that I had an opportunity to review status of the project and previous correspondence. It was at that time that I reached the conclusion that I had performed all tasks required under the agreement. There was no reason for me to accept any amount less than the contract amount. The failure was completely on the side of the CDD via Mr. Floey's refusal to ever participate in a comprehensive review of the draft schedules.



[Upload files here](#)

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## Attachment 6

GRAND HAVEN DISTRICT COUNSEL FEE TRACKER -- BUDGET YEAR 2024-2025

| MONTH       | OCTOBER | NOVEMBER | DECEMBER | JANUARY  | FEBRUARY | MARCH   | APRIL   |
|-------------|---------|----------|----------|----------|----------|---------|---------|
| BUDGET      | 9505.58 | 9505.58  | 9505.59  | 9505.58  | 9505.58  | 9505.59 | 9505.58 |
| FEE AMIOUNT | 6360    | 9480     | 8210     | 15990    | 13980    | 8430    | 10290   |
| OVER/UNDER  | 3145.58 | 25.58    | 1295.59  | -6484.42 | -4474.42 | 1075.59 | -784.42 |
|             |         |          |          |          |          |         |         |

| MAY      | JUNE    | JULY     | AUGUST   | SEPTEMBER | TOTAL     |
|----------|---------|----------|----------|-----------|-----------|
| 9505.58  | 9505.59 | 9505.58  | 9505.58  | 9505.59   | 114067    |
| 10650    | 10380   | 11250    | 12030    |           | 117050    |
| -1144.42 | -874.41 | -1744.42 | -2524.42 |           | -12488.59 |
|          |         |          |          |           |           |

## EXHIBIT 10

## GRAND HAVEN MEETING AGENDA MATRIX

|                      |                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |  |
|----------------------|-----------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <b>October, 2025</b> |                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |  |
|                      | <b>Regular Meeting:<br/>10/16</b> | <p><b>Staff Reports</b></p> <ul style="list-style-type: none"><li>• District Engineer</li><li>• District Counsel</li><li>• District Manager</li></ul> <p><b>Consent Agenda Items</b></p> <ul style="list-style-type: none"><li>• Meeting Minutes<ul style="list-style-type: none"><li>○ 9/4/2025 Workshop</li><li>○ 9/18/2025 Regular Meeting</li></ul></li><li>• Unaudited Financials September 2025</li></ul> <p><b>Business Items</b></p> <p><b>Discussions</b></p> <ul style="list-style-type: none"><li>• 10 Year Plan Formatting</li><li>• Pending Supervisor Led Projects</li></ul> |  |

## GRAND HAVEN MEETING AGENDA MATRIX

|                       |                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |  |
|-----------------------|----------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <b>November, 2025</b> |                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |  |
|                       | <b>Regular Meeting:<br/>11/6</b> | <p><b>Staff Reports</b></p> <ul style="list-style-type: none"><li>• District Engineer</li><li>• District Counsel</li><li>• District Manager</li></ul> <p><b>Consent Agenda Items</b></p> <ul style="list-style-type: none"><li>• Meeting Minutes<ul style="list-style-type: none"><li>○ 10/16/2025 Regular Meeting</li></ul></li><li>• Unaudited Financials October 2025</li></ul> <p><b>Business Items</b></p> <p><b>Discussions</b></p> <ul style="list-style-type: none"><li>• 10 Year Plan Updates</li><li>• Pending Supervisor Led Projects</li></ul> |  |

## GRAND HAVEN MEETING AGENDA MATRIX

|                       |                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |  |
|-----------------------|----------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <b>December, 2025</b> |                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |  |
|                       | <b>Regular Meeting:<br/>12/4</b> | <p><b>Staff Reports</b></p> <ul style="list-style-type: none"><li>• District Engineer</li><li>• District Counsel</li><li>• District Manager</li></ul> <p><b>Consent Agenda Items</b></p> <ul style="list-style-type: none"><li>• Meeting Minutes<ul style="list-style-type: none"><li>○ 11/6/2025 Regular Meeting</li></ul></li><li>• Unaudited Financials November 2025</li></ul> <p><b>Business Items</b></p> <p><b>Discussions</b></p> <ul style="list-style-type: none"><li>• 10 Year Plan Updates</li><li>• Pending Supervisor Led Projects</li></ul> |  |

## GRAND HAVEN MEETING AGENDA MATRIX

|                      |                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |  |
|----------------------|----------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <i>January, 2026</i> |                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |  |
|                      | <i>Regular Meeting:<br/>1/15</i> | <p><b><i>Staff Reports</i></b></p> <ul style="list-style-type: none"><li>• District Engineer</li><li>• District Counsel</li><li>• District Manager</li></ul> <p><b><i>Consent Agenda Items</i></b></p> <ul style="list-style-type: none"><li>• Meeting Minutes<ul style="list-style-type: none"><li>○ 12/4/2025 Regular Meeting</li></ul></li><li>• Unaudited Financials December 2025</li></ul> <p><b><i>Business Items</i></b></p> <p><b><i>Discussions</i></b></p> <ul style="list-style-type: none"><li>• 10 Year Plan Updates</li><li>• Pending Supervisor Led Projects</li></ul> |  |

## GRAND HAVEN MEETING AGENDA MATRIX

|                   |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                       |
|-------------------|--|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Unscheduled Items |  | <p><b><i>Future Workshop Issues:</i></b></p> <ul style="list-style-type: none"><li>• Budget Reduction Suggestion by Residents</li><li>• Presentation by Amenity Manager on Future Amenity Ideas</li><li>• Framework for Sports Professional</li><li>• Bullet Point Guidelines for Residents to Follow Regarding Pond Bank Matters</li><li>• Ability to do Word Search for Certain Documents (Minutes and Resolutions)</li></ul> <p><b><i>Future Meeting Issues:</i></b></p> <ul style="list-style-type: none"><li>• 10-Year Plan Presentation to Residents</li><li>• MBS Capital Markets LLC (Bond Underwriter)</li></ul> | <ul style="list-style-type: none"><li>• John Lucansky to provide suggested framework</li><li>• 9/19/2024 Meeting: Louise to research and provide guidelines (bullet point fashion)</li><li>• Vanessa and David to work on this together—will involve Celera</li></ul> |
|                   |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                       |

## GRAND HAVEN MEETING AGENDA MATRIX

| SUBJECT                                                                             | NOTES                                                                                                                                                                                                                                                                                                                                 |
|-------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Communications (FY 23-FY 24 Goal)                                                   | <ul style="list-style-type: none"> <li>Ten year plan presentation—on Hold</li> </ul>                                                                                                                                                                                                                                                  |
| Safety and Security (FY 23-FY 24 Goal)                                              | <ul style="list-style-type: none"> <li>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 update from Supervisor Crouch. County to repair fencing along Colbert Lane</li> </ul> |
| Café' Renovations (FY 23-FY 24 Goal)                                                | <ul style="list-style-type: none"> <li>Completed</li> </ul>                                                                                                                                                                                                                                                                           |
| Vesta's Participation in Café (FY 23-FY 24 Goal)                                    | <ul style="list-style-type: none"> <li>Underway--RFP</li> </ul>                                                                                                                                                                                                                                                                       |
| Parking Lot (FY 23-FY 24 Goal)                                                      | <ul style="list-style-type: none"> <li>3/20/2025: Board voted to end project</li> </ul>                                                                                                                                                                                                                                               |
| What to do with Parcel K (FY 23-FY 24 Goal)                                         | <ul style="list-style-type: none"> <li>Ongoing</li> </ul>                                                                                                                                                                                                                                                                             |
| Parcel next to Golf Course (Easement) (FY 23-FY 24 Goal)                            | <ul style="list-style-type: none"> <li>Completed (contract with Escalante)</li> </ul>                                                                                                                                                                                                                                                 |
| Banking Oversight (FY 23-FY 24 Goal)                                                | <ul style="list-style-type: none"> <li>Ongoing</li> </ul>                                                                                                                                                                                                                                                                             |
| Oak Tree Management (FY 23-FY 24 Goal)                                              | <ul style="list-style-type: none"> <li>Ongoing</li> </ul>                                                                                                                                                                                                                                                                             |
| Dog Park (FY 23-FY 24 Goal)                                                         | <ul style="list-style-type: none"> <li>Minimal upgrades: (10/19/2023 Meeting). Done; 3/20/2025: Survey approved to be done--Pending</li> </ul>                                                                                                                                                                                        |
| Review/revise employee benefit program (FY 25-FY 26 Goal)                           | <ul style="list-style-type: none"> <li>Underway--Goal is to have work done in 5/25 or 6/25</li> </ul>                                                                                                                                                                                                                                 |
| Reserve Study (FY 25-FY 26 Goal)                                                    | <ul style="list-style-type: none"> <li>Done</li> </ul>                                                                                                                                                                                                                                                                                |
| Pond and Tree Programs (FY 25-FY 26 Goal)                                           | <ul style="list-style-type: none"> <li>Underway</li> </ul>                                                                                                                                                                                                                                                                            |
| CDD Managerial Staff (recommendations from DM, OS and OM) (FY 25-FY 26 Goal)        |                                                                                                                                                                                                                                                                                                                                       |
| Barrier System for Feral Hogs (establish a FFG) (FY 25-FY 26 Goal)                  | <ul style="list-style-type: none"> <li>Underway (FFG)</li> </ul>                                                                                                                                                                                                                                                                      |
| Landscaping company for all of Grand Haven (discuss with Louise) (FY 25-FY 26 Goal) |                                                                                                                                                                                                                                                                                                                                       |
| Analysis of Grand Haven (Supervisor Foley) (FY 25-FY 26 Goal)                       | <ul style="list-style-type: none"> <li>3/6/2025: Board decided to pause this matter</li> </ul>                                                                                                                                                                                                                                        |
| Emergency Exit for Wild Oaks (FY 25-FY 26 Goal)                                     | <ul style="list-style-type: none"> <li>Underway</li> </ul>                                                                                                                                                                                                                                                                            |
|                                                                                     |                                                                                                                                                                                                                                                                                                                                       |

## GRAND HAVEN MEETING AGENDA MATRIX

## EXHIBIT 11

| Date of Action Item  | Action Item                                                                                                                         | Status                             |
|----------------------|-------------------------------------------------------------------------------------------------------------------------------------|------------------------------------|
|                      | <b>DISTRICT MANGER SECTION</b>                                                                                                      |                                    |
| 7/17/2025            | Email check register to the Board each month                                                                                        | 8/14: sent                         |
| 8/21/2025            | DM, OM, OS and Howard McGaffney to provide recommended guidelines for items listed in CRF which should be listed in O&M             | Underway                           |
| 9/4/2025             | DM to notify the DE to stop further work on the emergency exit review for Wild Oaks pending the Florida Forestry Service evaluation | Done (email sent on 9/4)           |
| 9/4/2025             | DM to send Supervisor Chism annual evaluations for the last 6 months                                                                | Done (email sent on 9/4)           |
| 9/4/2025             | DM to have Louise's power point placed on the District's website                                                                    | Done (email sent on 9/4)           |
| 9/4/2025             | DM to send the amenity management/café RFP to the Board                                                                             | Done (email sent on 9/4)           |
| 9/4/2025             | DM to check with the DC about communications via social media                                                                       | Underway                           |
| XXXXXXXXXXXX<br>XXXX | XXXXXXXXXXXXXXXXXXXXXXXXXXXX<br>XXXXXXXX                                                                                            | XXXXXXXXXXXXXXXXXXXXXXXX<br>XXXXXX |
|                      | <b>OPERATIONS<br/>MANAGER/OPERATIONS<br/>SUPERVISOR SECTION</b>                                                                     |                                    |
| 2/1/2024             | OM to obtain proposal for surveying boundary for all of Grand Haven                                                                 | Paused                             |
| 4/18/2024            | OM to review operational performance of stormwater structures                                                                       | Underway                           |

|           |                                                                                                                                                                                                         |          |
|-----------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
|           |                                                                                                                                                                                                         |          |
| 6/20/2024 | OM to provide Board with feedback from employees on current benefits                                                                                                                                    | Underway |
|           |                                                                                                                                                                                                         |          |
| 7/18/2024 | OS to visit 2 other CDDs each year to see how they operate and to speak with their staff regarding matters of interest                                                                                  |          |
|           |                                                                                                                                                                                                         |          |
| 7/18/2024 | OM and OS review information provided by Grand Haven resident at a recent meeting regarding how the community of Celebration deals with minimizing potential sidewalk and roadway damage from Oak Trees |          |
|           |                                                                                                                                                                                                         |          |
| 9/5/2024  | OS--Louise to contact IFAS to see if new treatment is available for duckweed (memo back to Board on findings)                                                                                           |          |
|           |                                                                                                                                                                                                         |          |
| 9/19/2024 | OS--Louise to research and provide guidelines (bullet point fashion) for residents to follow around ponds. These will be discussed in a future workshop before being disseminated to residents          |          |
|           |                                                                                                                                                                                                         |          |
| 9/30/2024 | OM to establish replacement process for District Assets                                                                                                                                                 |          |
|           |                                                                                                                                                                                                         |          |
| 9/30/2024 | OM/OS to place signage on bathroom doors stating "Resident Use Only"                                                                                                                                    | Underway |
|           |                                                                                                                                                                                                         |          |
| 11/7/2024 | OS to provide suggestions to limit golf course users from accessing and using District amenities                                                                                                        |          |
|           |                                                                                                                                                                                                         |          |
| 11/7/2024 | OM to check outfalls in specific Wild Oaks area to see if pipe blockage exists                                                                                                                          |          |
|           |                                                                                                                                                                                                         |          |
| 1/16/2025 | OM/OS to obtain from Louise plans of what to do with Dog Park                                                                                                                                           | Underway |

|                      |                                                                                                                         |                                                          |
|----------------------|-------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------|
|                      |                                                                                                                         |                                                          |
| 2/20/2025            | Louise to start to prioritize what Oak Trees need to be removed                                                         | Underway                                                 |
|                      |                                                                                                                         |                                                          |
| 4/17/2025            | OM to proceed with obtaining a proposal for emergency exit in Wild Oak                                                  |                                                          |
|                      |                                                                                                                         |                                                          |
| 4/17/2025            | OM to check on stop sign at Waterside and Marlin                                                                        |                                                          |
|                      |                                                                                                                         |                                                          |
| 7/17/2025            | OM to transfer road signage to Waterside Parkway (for Waterside/Sandpiper/Marlin intersection                           |                                                          |
|                      |                                                                                                                         |                                                          |
| 8/21/2025            | OM to call sound reduction expert regarding noise abatement possibilities for Waterside Café                            |                                                          |
|                      |                                                                                                                         |                                                          |
| 8/21/2025            | OM, OS, DM and Howard McGaffney to provide recommended guidelines for items listed in CRF which should be listed in O&M | 8/22: Howard to provide initial draft document for group |
|                      |                                                                                                                         |                                                          |
| XXXXXXXXXXXX<br>XXXX | XXXXXXXXXXXXXXXXXXXXXXXXXXXX<br>XXXXXXXX                                                                                | XXXXXXXXXXXXXXXXXXXXXXXX<br>XXXXXX                       |
|                      |                                                                                                                         |                                                          |
|                      | <b>DISTRICT ENGINEER SECTION</b>                                                                                        |                                                          |
|                      |                                                                                                                         |                                                          |
| 3/20/2025            | DE to proceed with obtaining a survey for the dog park                                                                  | Underway                                                 |
|                      |                                                                                                                         |                                                          |
| 8/21/2025            | DE to call into 9/18 Regular Meeting to Discuss Emergency Exit at Wild Oaks                                             | Canceled                                                 |
|                      |                                                                                                                         |                                                          |
| XXXXXXXXXXXX<br>XXXX | XXXXXXXXXXXXXXXXXXXXXXXXXXXX<br>XXXXXXXX                                                                                | XXXXXXXXXXXXXXXXXXXXXXXX<br>XXXXXX                       |
|                      |                                                                                                                         |                                                          |
|                      | <b>BOARD SECTION</b>                                                                                                    |                                                          |
|                      |                                                                                                                         |                                                          |

|                      |                                                                                                                                                                                                                                                                                                      |                                |
|----------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------|
| 3/21/2024            | Dr. Merrill (in conjunction with DC when needed) to see about future plans for Escalante                                                                                                                                                                                                             | Underway                       |
| XXXXXXXXXXXX<br>XXXX | XXXXXXXXXXXXXXXXXXXXXXXXXXXX<br>XXXXXXXX                                                                                                                                                                                                                                                             | XXXXXXXXXXXXXXXXXXXX<br>XXXXXX |
|                      | <b>DISTRICT COUNSEL SECTION</b>                                                                                                                                                                                                                                                                      |                                |
| 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                       |
| 4/18/2024            | DC to review agreements with Escalante versus current operational processes                                                                                                                                                                                                                          | Underway                       |
| 8/1/2024             | DC to write a letter to Escalante regarding the District's desire that they enhance their pond banks maintenance by abiding by Best Management Practices and to list in the letter examples that Louise is to provide of things she has done (and costs incurred) due to the lack of following BMPs. | On hold                        |
|                      |                                                                                                                                                                                                                                                                                                      |                                |

## EXHIBIT 12

*Grand Haven  
Community Development District*

*Financial Statements  
(Unaudited)*

*August 31, 2025*



**Grand Haven CDD**  
**Balance Sheet**  
**August 31, 2025**

|                                                | <b>General<br/>Fund</b> | <b>Special<br/>Revenue<br/>Fund</b> | <b>Total</b>        |
|------------------------------------------------|-------------------------|-------------------------------------|---------------------|
| <b>1 Assets:</b>                               |                         |                                     |                     |
| 2 BankUnited - Operating                       | \$ 241,479              | \$ -                                | \$ 241,479          |
| 3 Valley National Bank - Operating             | 1,689,186               | -                                   | 1,689,186           |
| 4 Truist - Operating                           | 7,047                   | -                                   | 7,047               |
| 5 SBA 161601A                                  | 8,146                   | -                                   | 8,146               |
| 6 BankUnited - Savings                         | 2,434,119               | -                                   | 2,434,119           |
| 7 Accounts Receivable                          | 4,808                   | -                                   | 4,808               |
| 8 Assessments Receivable                       | -                       | -                                   | -                   |
| 9 Due From Other                               | -                       | 1,306,401                           | 1,306,401           |
| 10 Deposits                                    | 110                     | -                                   | 110                 |
| 11 Prepaid Items                               | 309                     | -                                   | 309                 |
| <b>12 Total Assets</b>                         | <b>\$ 4,385,204</b>     | <b>\$ 1,306,401</b>                 | <b>\$ 5,691,605</b> |
| <b>13 Liabilities:</b>                         |                         |                                     |                     |
| 14 Accounts Payable                            | \$ 52,429               | \$ (119)                            | 52,310              |
| 15 Deferred Revenue                            | -                       | -                                   | -                   |
| 16 Due to Other                                | 1,306,401               | -                                   | 1,306,401           |
| <b>17 Total Liabilities</b>                    | <b>1,358,830</b>        | <b>(119)</b>                        | <b>1,358,711</b>    |
| <b>18 Fund Balance:</b>                        |                         |                                     |                     |
| 19 Non-Spendable:                              |                         |                                     |                     |
| 20 Prepaid & Deposits                          | 419                     | -                                   | 419                 |
| 21 Assigned:                                   |                         |                                     |                     |
| 22 Operating Capital                           | 755,668                 | -                                   | 755,668             |
| 23 Disaster *                                  | 803,419                 | -                                   | 803,419             |
| 24 Unassigned                                  | 1,466,868               | 1,306,520                           | 2,773,388           |
| <b>25 Total Fund Balance</b>                   | <b>3,026,374</b>        | <b>1,306,520</b>                    | <b>4,332,894</b>    |
| <b>26 Total Liabilities &amp; Fund Balance</b> | <b>\$ 4,385,204</b>     | <b>\$ 1,306,401</b>                 | <b>\$ 5,691,605</b> |

\* \$158,810 (Hurricane Ian) and \$221,103 (Hurricane Milton)

**Grand Haven CDD**  
**General Fund**  
**Statement of Revenues, Expenditures and Changes in Fund Balance**  
**For the period from October 1, 2024 to August 31, 2025**

|                                                  | <b>FY 2025<br/>Adopted<br/>Budget</b> | <b>FY 2025<br/>Month of<br/>August</b> | <b>FY 2025<br/>Actual<br/>Year-to-Date</b> | <b>Over (Under)<br/>Amt to FY<br/>Annual Budget</b> | <b>% of<br/>Budget</b> |
|--------------------------------------------------|---------------------------------------|----------------------------------------|--------------------------------------------|-----------------------------------------------------|------------------------|
| <b>1 REVENUES</b>                                |                                       |                                        |                                            |                                                     |                        |
| <b>2 Assessments Levied</b>                      |                                       |                                        |                                            |                                                     |                        |
| 3     Assessment Levy - General Fund             | \$ 4,316,689                          | \$ -                                   | 4,343,335                                  | \$ 26,646                                           | 101%                   |
| 4     Assessment Levy - Lavista Landscape        | 25,852                                | -                                      | 26,012                                     | 160                                                 | 101%                   |
| 5     Assessment Levy - Escalante                | 2,831                                 | -                                      | 2,848                                      | 17                                                  | 101%                   |
| <b>6 Additional Revenues</b>                     |                                       |                                        |                                            |                                                     |                        |
| 7     Reuse Water                                | 23,000                                | 4,760                                  | 28,725                                     | 5,725                                               | 125%                   |
| 8     Gate & Amenity Guest                       | 9,000                                 | 4,496                                  | 18,195                                     | 9,195                                               | 202%                   |
| 9     Tennis                                     | 500                                   | 150                                    | 1,894                                      | 1,394                                               | 379%                   |
| 10    Room Rental & Rec Center Fee               | 2,000                                 | 150                                    | 150                                        | (1,850)                                             | 8%                     |
| 11    Interest - Investments                     | 30,000                                | 8,331                                  | 167,504                                    | 137,504                                             | 558%                   |
| 12    Miscellaneous                              | -                                     | 178                                    | 1,742                                      | 1,742                                               |                        |
| 13    Fund Balance Forward                       | 124,136                               | -                                      | -                                          | (124,136)                                           | 0%                     |
| <b>14 TOTAL REVENUES</b>                         | <b>\$ 4,534,008</b>                   | <b>\$ 18,066</b>                       | <b>4,590,406</b>                           | <b>\$ 56,398</b>                                    | <b>101%</b>            |
| <b>15 EXPENDITURES</b>                           |                                       |                                        |                                            |                                                     |                        |
| <b>16 ADMINISTRATIVE</b>                         |                                       |                                        |                                            |                                                     |                        |
| 17    Supervisors - Regular Meetings             | \$ 12,000                             | \$ 1,000                               | \$ 11,000                                  | \$ (1,000)                                          | 92%                    |
| 18    Supervisors - Workshops                    | 9,000                                 | 1,000                                  | 5,800                                      | (3,200)                                             | 64%                    |
| 19    District Management                        | 44,413                                | 3,701                                  | 42,331                                     | (2,082)                                             | 95%                    |
| 20    Administrative                             | 11,806                                | 984                                    | 10,822                                     | (984)                                               | 92%                    |
| 21    Accounting                                 | 24,378                                | 2,032                                  | 22,347                                     | (2,032)                                             | 92%                    |
| 22    Assessment Roll Preparation                | 10,727                                | 894                                    | 9,833                                      | (894)                                               | 92%                    |
| 23    Office Supplies                            | 1,180                                 | -                                      | -                                          | (1,180)                                             | 0%                     |
| 24    Postage                                    | 3,539                                 | 2,303                                  | 3,472                                      | (67)                                                | 98%                    |
| 25    Audit                                      | 4,400                                 | -                                      | 4,400                                      | -                                                   | 100%                   |
| 26    Legal - General Counsel                    | 114,067                               | 11,284                                 | 107,331                                    | (6,736)                                             | 94%                    |
| 27    Engineering                                | 42,800                                | -                                      | 46,547                                     | 3,747                                               | 109%                   |
| 28    Legal Advertising                          | 6,134                                 | 188                                    | 2,156                                      | (3,978)                                             | 35%                    |
| 29    Bank Fees                                  | 1,770                                 | 102                                    | 1,024                                      | (746)                                               | 58%                    |
| 30    Dues & Licenses                            | 206                                   | -                                      | 175                                        | (31)                                                | 85%                    |
| 31    Property Taxes                             | 2,831                                 | -                                      | 2,842                                      | 11                                                  | 100%                   |
| 32    Reserve Study                              | -                                     | -                                      | 11,100                                     | 11,100                                              | 0%                     |
| 33    Contingency                                | 25,000                                | -                                      | 9,899                                      | (15,101)                                            | 40%                    |
| <b>34 TOTAL ADMINISTRATIVE</b>                   | <b>314,251</b>                        | <b>23,486</b>                          | <b>291,077</b>                             | <b>(23,174)</b>                                     | <b>93%</b>             |
| <b>35 INFORMATION &amp; TECHNOLOGY</b>           |                                       |                                        |                                            |                                                     |                        |
| 36    IT Support                                 | 35,890                                | 2,549                                  | 27,740                                     | (8,151)                                             | 77%                    |
| 37    Village Center & Creekside Telephone/Fax   | 7,906                                 | 551                                    | 9,573                                      | 1,667                                               | 121%                   |
| 38    Village Center & Creekside Cable/Internet  | 14,445                                | 1,603                                  | 16,412                                     | 1,967                                               | 114%                   |
| 39    Wi-Fi for Gates/Hot Spots                  | 30,745                                | 2,382                                  | 26,126                                     | (4,619)                                             | 85%                    |
| 40    Cell Phones                                | 8,390                                 | 472                                    | 5,328                                      | (3,062)                                             | 64%                    |
| 41    Website Hosting & Development              | 1,787                                 | -                                      | -                                          | (1,787)                                             | 0%                     |
| 42    ADA Website Compliance                     | 248                                   | -                                      | 2,104                                      | 1,856                                               | 848%                   |
| 43    Communications: E-Blast                    | 590                                   | -                                      | 572                                        | (18)                                                | 97%                    |
| <b>44 TOTAL INFORMATION &amp; TECHNOLOGY</b>     | <b>100,001</b>                        | <b>7,557</b>                           | <b>87,855</b>                              | <b>(12,146)</b>                                     | <b>88%</b>             |
| <b>45 INSURANCE</b>                              |                                       |                                        |                                            |                                                     |                        |
| 46    Insurance                                  | 195,514                               | -                                      | 167,394                                    | (28,120)                                            | 86%                    |
| <b>47 TOTAL INSURANCE</b>                        | <b>195,514</b>                        | <b>-</b>                               | <b>167,394</b>                             | <b>(28,120)</b>                                     | <b>86%</b>             |
| <b>48 UTILITIES</b>                              |                                       |                                        |                                            |                                                     |                        |
| 49    Electric:                                  |                                       |                                        |                                            |                                                     |                        |
| 50      Electric Services - #12316, 85596, 65378 | 8,939                                 | 1,124                                  | 9,442                                      | 503                                                 | 106%                   |

**Grand Haven CDD**  
**General Fund**  
**Statement of Revenues, Expenditures and Changes in Fund Balance**  
**For the period from October 1, 2024 to August 31, 2025**

|     |                                                       | <b>FY 2025<br/>Adopted<br/>Budget</b> | <b>FY 2025<br/>Month of<br/>August</b> | <b>FY 2025<br/>Actual<br/>Year-to-Date</b> | <b>Over (Under)<br/>Amt to FY<br/>Annual Budget</b> | <b>% of<br/>Budget</b> |
|-----|-------------------------------------------------------|---------------------------------------|----------------------------------------|--------------------------------------------|-----------------------------------------------------|------------------------|
| 51  | Electric - Village Center #18308                      | 41,718                                | 3,690                                  | 25,461                                     | (16,258)                                            | 61%                    |
| 52  | Electric - Creekside #87064, 70333                    | 29,924                                | 1,895                                  | 20,505                                     | (9,419)                                             | 69%                    |
| 53  | Streetlights                                          | 30,307                                | 2,202                                  | 24,251                                     | (6,056)                                             | 80%                    |
| 54  | Propane - Spas/Café                                   | 32,911                                | 1,255                                  | 37,727                                     | 4,816                                               | 115%                   |
| 55  | Garbage - Amenity Facilities                          | 17,931                                | 1,244                                  | 17,856                                     | (75)                                                | 100%                   |
| 56  | Water/Sewer:                                          |                                       |                                        |                                            |                                                     |                        |
| 57  | Water Services                                        | 151,744                               | 6,114                                  | 236,813                                    | 85,069                                              | 156%                   |
| 58  | Water - Village Center #324043-44997                  | 21,776                                | 1,571                                  | 17,141                                     | (4,635)                                             | 79%                    |
| 59  | Water - Creekside #324043-45080                       | 9,277                                 | 1,007                                  | 12,602                                     | 3,325                                               | 136%                   |
| 60  | Pump House Shared Facility                            | 5,473                                 | 1,430                                  | 7,761                                      | 2,288                                               | 142%                   |
| 61  | <b>TOTAL UTILITIES</b>                                | <b>350,000</b>                        | <b>21,532</b>                          | <b>409,559</b>                             | <b>59,559</b>                                       | <b>117%</b>            |
| 62  | <b>FIELD OPERATIONS</b>                               |                                       |                                        |                                            |                                                     |                        |
| 63  | Stormwater System:                                    |                                       |                                        |                                            |                                                     |                        |
| 64  | Aquatic Contract                                      | 63,600                                | 4,782                                  | 52,605                                     | (10,995)                                            | 83%                    |
| 65  | Aquatic Contract - Lake Watch                         | 5,350                                 | -                                      | 2,455                                      | (2,895)                                             | 46%                    |
| 66  | Aquatic Contract - Aeration Maintenance               | 4,719                                 | -                                      | 1,289                                      | (3,430)                                             | 27%                    |
| 67  | Lake Bank Spraying                                    | 7,161                                 | -                                      | -                                          | (7,161)                                             | 0%                     |
| 68  | Stormwater system repairs & maintenance               | 17,199                                | -                                      | 7,449                                      | (9,750)                                             | 43%                    |
| 69  | Property Maintenance:                                 |                                       |                                        |                                            |                                                     |                        |
| 70  | Horticultural Consultant                              | 11,325                                | 1,500                                  | 11,100                                     | (225)                                               | 98%                    |
| 71  | Landscape Repairs & Replacement                       | 47,144                                | 1,075                                  | 34,838                                     | (12,306)                                            | 74%                    |
| 72  | Landscape Maintenance - Contracted Services - VerdeGo | 697,155                               | 56,404                                 | 620,445                                    | (76,710)                                            | 89%                    |
| 73  | Landscape Maintenance - Yellowstone                   | 75,900                                | 5,923                                  | 64,285                                     | (11,615)                                            | 85%                    |
| 74  | Tree Maintenance - Oak Tree Pruning                   | 49,280                                | -                                      | 46,400                                     | (2,880)                                             | 94%                    |
| 75  | Lavista Landscape Restoration                         | 25,852                                | -                                      | -                                          | (25,852)                                            | 0%                     |
| 76  | Optional Flower Rotation                              | 25,000                                | -                                      | -                                          | (25,000)                                            | 0%                     |
| 77  | Dog Park Maintenance                                  | 10,000                                | -                                      | 4,200                                      | (5,800)                                             | 42%                    |
| 78  | Irrigation Repairs & Replacement                      | 40,000                                | 2,376                                  | 37,158                                     | (2,842)                                             | 93%                    |
| 79  | Streetlight Maintenance                               | 10,089                                | 31                                     | 5,848                                      | (4,241)                                             | 58%                    |
| 80  | Vehicle Repairs & Maintenance                         | 17,056                                | 38                                     | 23,539                                     | 6,483                                               | 138%                   |
| 81  | Office Supplies - Field Operations                    | 16,515                                | 342                                    | 8,928                                      | (7,587)                                             | 54%                    |
| 82  | Holiday Lights                                        | 10,617                                | -                                      | 4,571                                      | (6,046)                                             | 43%                    |
| 83  | CERT Operations                                       | 500                                   | 130                                    | 585                                        | 85                                                  | 117%                   |
| 84  | Community Maintenance                                 | 153,700                               | 7,594                                  | 107,958                                    | (45,742)                                            | 70%                    |
| 85  | Storm Clean-Up                                        | 30,672                                | -                                      | 225,603                                    | 194,931                                             | 736%                   |
| 86  | <b>TOTAL FIELD OPERATIONS</b>                         | <b>1,318,834</b>                      | <b>80,195</b>                          | <b>1,259,256</b>                           | <b>(59,578)</b>                                     | <b>95%</b>             |
| 87  | <b>STAFF SUPPORT</b>                                  |                                       |                                        |                                            |                                                     |                        |
| 88  | Payroll                                               | 742,000                               | 51,254                                 | 633,256                                    | (108,744)                                           | 85%                    |
| 89  | Merit Pay/Bonus                                       | 45,000                                | 1,835                                  | 31,724                                     | (13,276)                                            | 70%                    |
| 90  | Payroll Taxes                                         | 53,000                                | 4,335                                  | 53,105                                     | 105                                                 | 100%                   |
| 91  | Health Insurance                                      | 137,238                               | 10,275                                 | 113,852                                    | (23,386)                                            | 83%                    |
| 92  | Insurance - Workers' Compensation                     | 20,000                                | -                                      | 13,543                                     | (6,457)                                             | 68%                    |
| 93  | Payroll Services                                      | 6,250                                 | 358                                    | 4,388                                      | (1,862)                                             | 70%                    |
| 94  | Mileage Reimbursement                                 | 8,000                                 | 448                                    | 4,031                                      | (3,969)                                             | 50%                    |
| 95  | <b>TOTAL STAFF SUPPORT</b>                            | <b>1,011,488</b>                      | <b>68,505</b>                          | <b>853,899</b>                             | <b>(157,589)</b>                                    | <b>84%</b>             |
| 96  | <b>AMENITY OPERATIONS</b>                             |                                       |                                        |                                            |                                                     |                        |
| 97  | Amenity Management                                    | 700,000                               | 58,214                                 | 640,358                                    | (59,642)                                            | 91%                    |
| 98  | A/C Maintenance & Service                             | 21,982                                | 481                                    | 5,725                                      | (16,258)                                            | 26%                    |
| 99  | Fitness Equipment Service                             | 3,651                                 | -                                      | 1,025                                      | (2,626)                                             | 28%                    |
| 100 | Music Licensing                                       | 4,280                                 | -                                      | 4,450                                      | 170                                                 | 104%                   |
| 101 | Pool/Spa Permits                                      | 1,032                                 | -                                      | 896                                        | (136)                                               | 87%                    |

**Grand Haven CDD**  
**General Fund**  
**Statement of Revenues, Expenditures and Changes in Fund Balance**  
**For the period from October 1, 2024 to August 31, 2025**

|     |                                             | <b>FY 2025<br/>Adopted<br/>Budget</b> | <b>FY 2025<br/>Month of<br/>August</b> | <b>FY 2025<br/>Actual<br/>Year-to-Date</b> | <b>Over (Under)<br/>Amt to FY<br/>Annual Budget</b> | <b>% of<br/>Budget</b> |
|-----|---------------------------------------------|---------------------------------------|----------------------------------------|--------------------------------------------|-----------------------------------------------------|------------------------|
| 102 | Pool Chemicals                              | 26,585                                | 3,911                                  | 35,017                                     | 8,432                                               | 132%                   |
| 103 | Pest Control                                | 2,663                                 | 175                                    | 2,380                                      | (283)                                               | 89%                    |
| 104 | Amenity Maintenance                         | 157,500                               | 8,120                                  | 215,526                                    | 58,026                                              | 137%                   |
| 105 | Special Events                              | 16,278                                | 900                                    | 6,639                                      | (9,639)                                             | 41%                    |
| 106 | <b>TOTAL AMENITY OPERATIONS</b>             | <b>933,971</b>                        | <b>71,801</b>                          | <b>912,015</b>                             | <b>(21,956)</b>                                     | <b>98%</b>             |
| 107 | <b>SECURITY</b>                             |                                       |                                        |                                            |                                                     |                        |
| 108 | Gate Access Control Staffing                | 228,149                               | 24,093                                 | 191,861                                    | (36,288)                                            | 84%                    |
| 109 | Additional Guards                           | 7,000                                 | -                                      | -                                          | (7,000)                                             | 0%                     |
| 110 | Guardhouse Facility Maintenance             | 26,750                                | 1,806                                  | 17,981                                     | (8,769)                                             | 67%                    |
| 111 | Gate Communication Devices                  | 11,041                                | 3,146                                  | 10,209                                     | (832)                                               | 92%                    |
| 112 | Gate Operating Supplies                     | 30,000                                | -                                      | 8,636                                      | (21,364)                                            | 29%                    |
| 113 | Fire & Security System                      | 7,009                                 | -                                      | 2,996                                      | (4,013)                                             | 43%                    |
| 114 | <b>TOTAL SECURITY</b>                       | <b>309,949</b>                        | <b>29,045</b>                          | <b>231,684</b>                             | <b>(78,265)</b>                                     | <b>75%</b>             |
| 115 | <b>TOTAL EXPENDITURES</b>                   | <b>\$ 4,534,008</b>                   | <b>\$ 302,122</b>                      | <b>4,212,740</b>                           | <b>\$ (321,268)</b>                                 | <b>93%</b>             |
| 116 | <b>REVENUES OVER (UNDER) EXPENDITURES</b>   | <b>-</b>                              | <b>(284,056)</b>                       | <b>377,667</b>                             | <b>377,667</b>                                      |                        |
| 117 | <b>OTHER FINANCING SOURCES (USES)</b>       |                                       |                                        |                                            |                                                     |                        |
| 118 | Transfer In                                 | -                                     | -                                      | -                                          | -                                                   |                        |
| 119 | Transfer Out                                | -                                     | -                                      | -                                          | -                                                   |                        |
| 120 | <b>TOTAL OTHER FINANCING SOURCES (USES)</b> | <b>-</b>                              | <b>-</b>                               | <b>-</b>                                   | <b>-</b>                                            |                        |
| 121 | <b>NET CHANGE IN FUND BALANCE</b>           | <b>-</b>                              | <b>(284,056)</b>                       | <b>377,667</b>                             | <b>377,667</b>                                      |                        |
| 122 | Fund Balance - Beginning                    | 2,355,871                             |                                        | 2,648,707                                  | 292,837                                             |                        |
| 123 | Fund Balance Forward                        | (124,136)                             |                                        | -                                          | 124,136                                             |                        |
| 124 | <b>FUND BALANCE - ENDING - PROJECTED</b>    | <b>\$ 2,231,735</b>                   |                                        | <b>3,026,374</b>                           | <b>\$ 794,639</b>                                   |                        |

# Grand Haven CDD

## Capital Reserve Fund

### Statement of Revenues, Expenditures, and Changes in Fund Balance

For the period from October 1, 2024 to August 31, 2025

|                                         | FY 2025<br>Adopted<br>Budget | FY 2025<br>Month of<br>August | FY 2025<br>Actual<br>Year-to-Date | Over (Under)<br>Amt to FY<br>Annual Budget | % of<br>Budget |
|-----------------------------------------|------------------------------|-------------------------------|-----------------------------------|--------------------------------------------|----------------|
| 1 REVENUES                              |                              |                               |                                   |                                            |                |
| 2 Assessments Levied (Net)              | \$ 948,714                   | \$ -                          | \$ 954,570                        | \$ 5,856                                   | 101%           |
| 3 Interest                              | -                            | -                             | -                                 | -                                          |                |
| 4 Fund Balance Forward                  | 878,216                      | -                             | -                                 | (878,216)                                  |                |
| 5 TOTAL REVENUES                        | 1,826,930                    | -                             | 954,570                           | (872,360)                                  | 52%            |
| 6 EXPENDITURES                          |                              |                               |                                   |                                            |                |
| 7 Capital Improvement Plan (CIP)        | 1,826,930                    | 104,723                       | 1,539,393                         | (287,537)                                  | 84%            |
| 8 TOTAL EXPENDITURES                    | \$ 1,826,930                 | \$ 104,723                    | \$ 1,539,393                      | \$ (287,537)                               | 84%            |
| 9 REVENUES OVER (UNDER) EXPENDITURES    | -                            | (104,723)                     | (584,823)                         | (584,823)                                  |                |
| 10 OTHER FINANCING SOURCES (USES)       |                              |                               |                                   |                                            |                |
| 11 Transfer In                          | -                            | -                             | -                                 | -                                          |                |
| 12 Transfer Out                         | -                            | -                             | -                                 | -                                          |                |
| 13 TOTAL OTHER FINANCING SOURCES (USES) | -                            | -                             | -                                 | -                                          |                |
| 14 NET CHANGE IN FUND BALANCE           | -                            | (104,723)                     | (584,823)                         | (584,823)                                  |                |
| 15 Fund Balance - Beginning             | 1,616,939                    |                               | 1,891,343                         | 274,404                                    |                |
| 16 Fund Balance Forward                 | (878,216)                    |                               | -                                 | -                                          |                |
| 17 FUND BALANCE - ENDING - PROJECTED    | \$ 738,723                   |                               | \$ 1,306,520                      | \$ 567,797                                 |                |

**Monthly Cash Positions  
FY2025**

|                        | Type          | October |      | November |      | December |      | January |      | February |      | March   |      | April   |      | May     |      | June    |      | July    |      | August  |      |
|------------------------|---------------|---------|------|----------|------|----------|------|---------|------|----------|------|---------|------|---------|------|---------|------|---------|------|---------|------|---------|------|
|                        |               | Balance | Rate | Balance  | Rate | Balance  | Rate | Balance | Rate | Balance  | Rate | Balance | Rate | Balance | Rate | Balance | Rate | Balance | Rate | Balance | Rate | Balance | Rate |
| <b>BU</b>              | DDA*          | 245     | 0    | 245      | 0    | 2427     | 0    | 245     | 0    | 205      | 0    | 172     | 0    | 225     | 0    | 230     | 0    | 213     | 0    | 245     | 0    | 245     | 0    |
|                        | ICS**         | 3926    | 3    | 4222     | 3.5  | 5378     | 3.5  | 7099    | 3.5  | 6639     | 3.5  | 6226    | 3.5  | 5613    | 3.5  | 5263    | 3.6  | 4900    | 3.6  | 4439    | 3.6  | 2434    | 3.6  |
| <b>Valley National</b> | DDA*          |         |      |          |      |          |      |         |      |          |      |         |      |         |      |         |      | 82      | 0    | 182     | 0    | 1717    | 0    |
| <b>Florida Prime</b>   | Investment*** | 8       | 5.04 | 8        | 4.87 | 8        | 4.7  | 8       | 4.57 | 8        | 4.48 | 8       | 4.48 | 8       | 4.48 | 8       | 4.48 | 8       | 4.47 | 8       | 4.44 | 8       | 4.44 |
| <b>Truist</b>          | DDA*          | 3       | 0.01 | 3        | 0.01 | 3        | 0.01 | 3       | 0.01 | 4        | 0.01 | 5       | 0.01 | 5       | 0.01 | 5       | 0.01 | 5       | 0.01 | 6       | 0.01 | 7       | 0.01 |
| <b>Total Cash</b>      |               | 4182    |      | 4478     |      | 7816     |      | 7355    |      | 6856     |      | 6411    |      | 5851    |      | 5506    |      | 5208    |      | 4880    |      | 4411    |      |

\* DDA's are covered by traditional FDIC insurance up to \$250,000

\*\* The ICS program balance is 100% covered by FDIC insurance

\*\*\* This cash is invested in high grade AAA short term paper

## EXHIBIT 13

1 **MINUTES OF MEETING**

2 **GRAND HAVEN**

3 **COMMUNITY DEVELOPMENT DISTRICT**

4 The Workshop Meeting of the Board of Supervisors of the Grand Haven Community Development  
5 District was held on Thursday, August 7, 2025 at 9:01 a.m. at the Grand Haven Room, in the Grand Haven  
6 Village Center, located at 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 Dr. Merrill Stass-Isern | Board Supervisor, Chairwoman          |
| 11 Nancy Crouch            | Board Supervisor, Vice Chairwoman     |
| 12 Kevin Foley             | Board Supervisor, Assistant Secretary |
| 13 John Chism              | Board Supervisor, Assistant Secretary |
| 14 Steve Brazen            | Board Supervisor, Assistant Secretary |

15 Also present were:

|                       |                                                   |
|-----------------------|---------------------------------------------------|
| 16 David McInnes      | District Manager, Vesta District Services         |
| 17 Jay King           | President, Vesta Property Services                |
| 18 Jason Davidson     | Regional General Manager, Vesta Property Services |
| 19 Barry Kloptosky    | Operations Manager                                |
| 20 Vanessa Stepniak   | Operations Supervisor                             |
| 21 John Lucansky      | Amenity Manager                                   |
| 22 Louise Leister     | District Horticulturist                           |
| 23 George Suadj       | Resident                                          |
| 24 Linda Lake         | Resident                                          |
| 25 Sara Lockhart      | Resident                                          |
| 26 Mike Debitetto     | Resident                                          |
| 27 Dr. Steve Davidson | Resident                                          |

28  
29 *The following is a summary of the discussions and actions taken at the August 7, 2025 Grand Haven CDD*  
30 *Board of Supervisors Workshop Meeting.*

31 **SECOND ORDER OF BUSINESS – Pledge of Allegiance**

32 The Pledge of Allegiance was recited.

33 **THIRD ORDER OF BUSINESS – Audience Comments –** *(limited up to 3 minutes per individual for*  
34 *agenda items)*

35 Prior to proceeding with audience comments, Mr. McInnes introduced Mr. Davidson to the Board,  
36 as a Regional General Manager at Vesta who would be shadowing him, and explained that Mr.  
37 Davidson had previously worked with the Operations Manager and Supervisor at Grand Haven to  
38 better understand the CDD's operations.

39 Mr. Suadj commented on issues with reclaimed water used for the sprinkler system at his residence  
40 in Wild Oaks, including for poor filtration and water quality, as well as inadequate water pressure.  
41 Mr. Suadj stated that he needed to have the system flushed three times a week, but the water  
42 pressure issue was still unresolved, noting difficulties in getting these problems communicated to  
43 the City. Mr. Suadj asked the CDD Board for assistance in getting the City's attention on the matter,  
44 adding that he was hoping the Master Association would also be able to do something. In response  
45 to questions from the Board, Mr. Suadj recalled comments from one of the City supervisors

suggesting that there may not be sufficient pressure in the system when the golf course was also drawing water for its own irrigation.

Ms. Lake noted her disappointment in the tennis player community's apparent opposition to the pickleball committee's pilot project to introduce pickleball on Har-Tru playing surfaces to Grand Haven, and clarified that the intent of the project was to assess whether the concept could work and successfully expand play opportunities to older and injured players. Ms. Lake stated that the committee was currently considering a Pickleball On Clay day in November to further explore and try to introduce the soft pickleball concept to the community.

Ms. Lockhart expressed appreciation to the Operations Supervisor for helping to address an issue on her Marlin Drive property. Ms. Lockhart expressed concerns about the gradual reduction in tree canopy cover over the past several years in Grand Haven, and asked for a copy of the tree report from Chuck Lippy presented at a previous meeting. Dr. Merrill noted that the report had been amended, and Mr. McInnes stated that he could get the report to Ms. Lockhart via email.

Mr. Debitetto noted that the hourly rate and number of hours worked by District Counsel were significant, and that seeking alternatives could present some cost savings to Grand Haven. Mr. Debitetto also suggested that the payroll line item was significantly above the industry average. Mr. Debitetto spoke in favor of making whatever adjustments were necessary to mitigate the impact on the current fund balance.

#### **FOURTH ORDER OF BUSINESS – Exhibit 1: Presentation of Proof of Publication(s)**

#### **FIFTH ORDER OF BUSINESS – Discussion Topics**

##### **A. FY 2026 Budget Review**

1. Exhibit 2: Approved FY 2026 Budget
2. Exhibit 3: Revised Approved FY 2026 Budget – from 07/17/2025 meeting

Mr. McInnes noted that the budget for Fiscal Year 2025-2026 had seen some revisions since the last meeting, as there had been impacts from the Board's decision to move forward with a contract with PEO. Mr. McInnes highlighted a fund balance forward amount of about \$14,000 that had been taken out, a reduction in insurance costs from the original estimate of \$210,000 to \$142,000, an increase in payroll taxes from \$61,200 to \$63,100, and an increase in payroll services from \$6,250 to \$34,000 as a result of additional services rendered by TriNet. Mr. McInnes stated that the overall net savings was around \$85,000, which combined with the fund balance forward being removed, resulted in revenue exceeding expenses by about \$70,000, but exact figures were not yet established because of a pending quote on a worker's compensation package which the CDD was obligated to seek out with TriNet.

The Board noted that the \$70,000 positive variance would affect the proposed assessment increase from 7.5% to 6.3%. Dr. Merrill noted that the CDD's reserve funds had been reduced over the years, and expressed concerns about needing significant fund balance, particularly in light of the CDD no longer receiving FEMA reimbursement for any potential future storm damage. Mr. McInnes stated that he could place the positive variance into the miscellaneous contingency line item to have overall revenue equal overall expenses.

Mr. Brazen stated that he planned on putting together a proposal for discussion at a future meeting for consolidating CDD funds that were currently dormant, into a working account. Mr. McInnes advised that the CDD Board needed to adopt the Fiscal Year 2025-2026 budget at the next meeting. Dr. Merrill additionally commented on the software provided

by Mr. McGaffney and the need to categorize the District's capital expenditure and O&M items.

B. Revisions to the Long-Term Plan

1. Exhibit 4: Reserve Analysis Report

Mr. McInnes explained that this report was generated by Mr. McGaffney, and that this working draft was distributed to the Board around the time of the last regular meeting. Mr. McInnes noted that the tool had accounted for a \$500,000 transfer from the Operations & Maintenance fund balance into the capital reserve fund. Mr. McInnes discussed expenditures and fund balance figures from a District auditing standpoint. The Board also discussed the reserve study, which Mr. McInnes noted had not delineated between capital and O&M expenditures, which necessitated going through and categorizing intently with the IRP tool. Discussion ensued regarding the tool's pivot table for year-to-year expense planning and projections.

In response to Board questions about bond applications, Mr. McInnes noted that the District Engineer would need to take a look at the populated estimates and validate them if the CDD needed to use them for a certified bond application. Dr. Merrill additionally commented positively on the tool's potential assistance in helping the Board better understand expenses, and how shifting funds across categories could impact assessments and budgeting in general.

*(The Board recessed the meeting at 10:52 a.m. and reconvened at 11:09 a.m.)*

C. Exhibit 5: FY 2026 Performance Measures & Standards

Mr. McInnes explained that there was a requirement from state legislature for Districts to have performance measures and standards each fiscal year, but as no guidance or enforcement was readily apparent, the set of goals that had been drafted for Grand Haven CDD were synthesized from standards suggestions provided from a number of different firms serving as Counsel for other CDDs he worked with. Mr. McInnes stated that the set of measures and standards were filled out at the end of every fiscal year and posted to the website, adding that there was no specific requirement to send them off to the state.

Dr. Merrill inquired about the goal listed for the District Engineer to conduct an annual inspection of CDD-owned infrastructure. Mr. Kloptosky clarified that Mr. Sowell currently performed site visits when requested, typically related to specific issues or concerns, but noted that he could also reach out to schedule regularly occurring infrastructure inspections. Mr. McInnes suggested that infrastructure inspections be added into the Operations Manager's reports submitted to the agenda whenever they were conducted.

Mr. McInnes stated that as the Board had not voiced any objections to the performance measures and standards as presented, they would be included on the next meeting's Consent Agenda for approval rather than broken out for separate discussion.

D. Reminder on OM Performance Evaluation Process

Mr. McInnes noted that the structure and questions of the Operations Manager performance evaluation had been revised following feedback from the Board in 2024, and now would primarily be done in conjunction with the District Manager and the Chair. Mr. McInnes stated that he would be sending out an email to the members of the Board following the conclusion of the workshop meeting to request their comments.

E. Pending Supervisor Led Projects

Mr. Chism provided an update on the budget Fact-Finding Group, stating that he expected that they would be recommending some targets for the budget soon, as well as a format for a grading report on the Board's success in meeting various targets. Mr. Chism additionally noted that the group was focusing on developing processes for 8-10 of the CDD budget's line items, as well as eliminating or repurposing some line items. In response to an inquiry about RFP threshold requirements, Mr. McInnes noted a memorandum from District Counsel indicating that the threshold was \$195,000 for maintenance items, but other items such as security or District Engineering services had different requirements, noting that District Engineering bids came through a separate RFQ (Request For Qualifications) process. Mr. Chism noted discussions about the process of soliciting competing bids for expenditures at all price points, not just ones past the RFP threshold. Mr. McInnes additionally stressed that reports generated by Fact-Finding Groups could not make recommendations, only compile and provide facts, as this would be the group acting in an advisory capacity and result in the group being subject to specific public hearing requirements under Sunshine Law.

Dr. Merrill provided an update on a dispute between neighboring Creekside residents with regards to the maintenance of Tract D, a section of CDD property behind their own private property. Dr. Merrill stated that each resident had submitted their own maintenance plan which Ms. Stepniak had compiled together, but each was currently refusing to sign off on the other's plan. Dr. Merrill stated that she believed there were two options for resolving the issue, being either to ask both residents to cease maintenance of the property and turn it over to VerdeGo, or to split the tract into halves for each resident to maintain as they saw fit. Dr. Merrill suggested that the latter may require continued monitoring to ensure that each resident was sticking to their own half. Mr. Kloptosky additionally noted that the situation was unusual in that residents were having a dispute over CDD property not under either of their ownership, and that the Board's decision here would likely set a precedent for any similar future disputes. Following discussion, the Board requested to get clarification on the maintenance map with the maintained section under dispute, as well as for District Counsel to prepare to discuss a solution at the next Board meeting. Ms. Leister additionally commented that if she was provided the easement map, she could look into getting a proposal on the maintenance and outline of the specific area.

Mr. Chism also noted that he was being contacted by a realtor related to a potential land swap which could aid in establishing an alternate emergency exit out of Wild Oaks, as had previously been discussed with the Operations Manager. Mr. Chism noted considerations with the Water Management District, a survey that would be needed, and a revision to the DRI. Mr. McInnes suggested that the Board could make a motion at the next regular meeting to go forward with communications with the realtor, and recommended discussing any necessary parameters or considerations with District Counsel prior to pursuing the potential land swap further.

Mr. Foley noted that a suggestion had been made from Dr. Davidson to start a pilot program for removing trees identified as the most egregious by maintenance staff and the District Horticulturist. Dr. Davidson provided comments on work with the city and using the ArcGIS system to map out tree locations and any underlying water line or sewer system infrastructure.

Ms. Crouch stated that Ms. Leister would be giving a presentation on the Firewise program on August 14. Dr. Merrill requested verification from the Operations Manager that an eblast had been sent out to the community. Ms. Couch also provided an update on the Fact-Finding Group on communications which she had recently taken on from Dr. Merrill, stating that members of the group had recently developed a document outlining the scope of what improvements to communication with residents could look like. Ms. Lake and Dr. Davidson gave comments as members of the FFG on methods for gathering information and bridging the gap of engagement between the CDD and residents. Dr. Davidson additionally recalled a non-governmental organization that had operated in Grand Haven for a few years called the Grand Haven Village

Forum, in which each village had an ambassador representative that would come forward with each of their village's concerns, complaints, input, and rumors on a monthly basis, and then the forum leaders would synthesize the findings and provide the most common concerns to the CDD.

Dr. Merrill provided an update on the Fact-Finding Group on Employee Benefits stating that they would be continuing work beyond the PEO at their next meeting on August 8.

**SIXTH ORDER OF BUSINESS – Audience Comments – (limited up to 3 minutes per individual for agenda items)**

There were no comments from the audience.

**SEVENTH ORDER OF BUSINESS – Next Meeting Quorum Check: August 21, 3:00 PM (Regular Meeting) 5:00 (Budget Public Hearing)**

All Board members present stated that they could attend the next meeting in person, which would constitute a quorum.

**EIGHTH ORDER OF BUSINESS – Action Items Review**

Mr. McInnes noted the following action item:

- The District Manager will contact District Counsel to determine if the CDD could take over maintenance of the Tract D property on Creekside.
- The District Manager will send an email to the members of the Board requesting comments for the Operations Manager evaluation.

**NINTH ORDER OF BUSINESS – Adjournment**

The Board adjourned the meeting, at 12:31 p.m., for the Grand Haven Community Development District.

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

**Meeting minutes were approved at a meeting by vote of the Board of Supervisors at a publicly noticed meeting held on September 18, 2025.**

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Signature

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Printed Name

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Signature

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Printed Name

**Title:**   ☐ Secretary   ☐ Assistant Secretary

**Title:**   ☐ Chairman   ☐ Vice Chairman

## EXHIBIT 14

1 **MINUTES OF MEETING**

2 **GRAND HAVEN**

3 **COMMUNITY DEVELOPMENT DISTRICT**

4 The Regular Meeting of the Board of Supervisors of the Grand Haven Community Development  
5 District was held on Thursday, August 21, 2025 at 3:00 p.m. at the Grand Haven Room, located 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 Dr. Merrill Stass-Isern | Board Supervisor, Chairwoman          |
| 11 Nancy Crouch            | Board Supervisor, Vice Chairwoman     |
| 12 Kevin Foley             | Board Supervisor, Assistant Secretary |
| 13 John Chism              | Board Supervisor, Assistant Secretary |
| 14 Steve Brazen            | Board Supervisor, Assistant Secretary |

15 Also present were:

|                                              |                                                |
|----------------------------------------------|------------------------------------------------|
| 16 David McInnes                             | District Manager, Vesta District Services      |
| 17 Jay King                                  | Senior Vice President, Vesta Property Services |
| 18 Scott Clark ( <i>joined in progress</i> ) | District Counsel                               |
| 19 Barry Kloptosky                           | Operations Manager                             |
| 20 Vanessa Stepniak                          | Operations Supervisor                          |
| 21 John Lucansky                             | Amenity Manager                                |
| 22 Michael Flanagan                          | Resident                                       |
| 23 Allan Roffman                             | Resident                                       |
| 24 Sara Lockhart                             | Resident                                       |
| 25 Kenneth McGevna                           | Resident                                       |
| 26 Mike Debitetto                            | Resident                                       |

27  
28 *The following is a summary of the discussions and actions taken at the August 21, 2025 Grand Haven CDD*  
29 *Board of Supervisors Regular Meeting & Budget Public Hearing. Audio for this meeting is available upon*  
30 *public records request.*

31 **SECOND ORDER OF BUSINESS – Pledge of Allegiance**

32 The Pledge of Allegiance was led by Dr. Merrill.

33 **THIRD ORDER OF BUSINESS – Presentations**

34 A. FY24 & FY25 Capital Projects – Barry Kloptosky & Vanessa Stepniak

35 Following the presentation, and prior to proceeding with the Fourth Order of Business, Audience  
36 Comments, Dr. Merrill noted that multiple speaker cards concerned pickleball and tennis, and  
37 requested for the Amenity Manager to provide his report under Exhibits 4 and 5 first.

38 **FOURTH ORDER OF BUSINESS – Audience Comments – (*limited to 3 minutes per individual for***  
39 ***agenda and non-agenda items*)**

40 Mr. Flanagan noted that usage analytics between pickleball and tennis needed to account for the  
41 fact that some courts were being used at specific times by pros for instruction. Mr. Flanagan also  
42 cautioned that the Board could not be completely sure about whether dual-use courts would be used  
43 or avoided by each type of player. Mr. Flanagan additionally encouraged the Board to seek data  
44 and input from the various resident-run groups for each sport.

Mr. Roffman also discussed pickleball and tennis play, and noted that there may be players interested in playing one sport and not the other on specific surfaces. Mr. Roffman also suggested that Grand Haven could be doing more to keep up with the popularity and current demand for pickleball play.

**FIFTH ORDER OF BUSINESS – Exhibit 1: Presentation of Proof of Publication(s)**

**SIXTH ORDER OF BUSINESS – Staff Reports**

A. District Engineer: David Sowell

1. Exhibit 2: Paving Bid Summary
2. Exhibit 3: Consideration of Masci General Contractor, Inc. FY 2025 Road Paving RFP Response

Mr. McInnes noted that the one response received, from one of the contractors that had attended the pre-bid meeting, had come in at 52% higher than the CDD's budgeted amount. Comments were made from the Board suggesting to combine the scope of the bid with another future paving project in Fiscal Year 2026 or 2027 depending on whether the anticipated costs could be kept below the RFP threshold of \$300,000, as bids may be more competitive with a broader area.

On a MOTION by Ms. Crouch, SECONDED by Mr. Foley, WITH ALL IN FAVOR, the Board rejected the Masci General Contractor, Inc. FY 2025 Road Paving bid, for the Grand Haven Community Development District.

B. Exhibit 4: Amenity Manager: John Lucansky

1. Exhibit 5: Pickleball & Tennis Report

The Board and Mr. Lucansky discussed the findings of the pickleball & tennis usage report, with Mr. Lucansky cautioning that the data may be incomplete without looking at current usage statistics for the fall and winter seasons. The Board opted to defer any decision until winter data was collected, to better inform decision-making.

C. Operations Manager: Barry Kloptosky

1. Exhibit 6: Presentation of Capital Project Plan Tracker
2. Exhibit 7: Monthly Report

The Board and Mr. Kloptosky discussed various requests from residents. Comments were made indicating no opposition to a suggestion for a prepay system for bringing in guests to the CDD amenities, set up with the assistance of the Operations Supervisor. Staff comments were also heard in response to a request for cancelling a bingo event that fell on the Jewish holiday of Rosh Hashanah, noting that the general policy was to primarily adhere to federally-recognized national holidays, but for specific religious observances, events would continue to be broadly held so as not to preclude other portions of the population who did not follow those given traditions. The Board directed for the Amenity Manager to continue with the events rather than cancelling them.

Additional discussion followed regarding the consideration of a secondary emergency exit at Wild Oaks, with context being provided on the Florida Forest Service and the County's previous findings. At the request of the Board, Mr. Kloptosky stated that he would be speaking with the District Engineer to get more information on the topic of constructing an additional emergency exit onto Colbert Lane.

D. Exhibit 8: District Counsel: Scott Clark

Mr. Clark advised that a response had been received on the letter to the golf course, and the Board discussed next steps for moving forward with Parcel K, the backdrop area, and the smoke shack.

On a MOTION by Mr. Foley, SECONDED by Ms. Crouch, WITH ALL IN FAVOR, the Board approved for the Chair to speak with a representative from Escalante on a possible land sale, for the Grand Haven Community Development District.

E. District Manager: David McInnes

1. Exhibit 9: Meeting Matrix

2. Exhibit 10: Action Item Report

**SEVENTH ORDER OF BUSINESS – Consent Agenda Items**

A. Exhibit 11: Consideration for Acceptance – The July 2025 Unaudited Financial Report

B. Exhibit 12: Consideration for Approval – The Minutes of the Board of Supervisors Regular Meeting Held July 17, 2025

On a MOTION by Dr. Merrill, SECONDED by Mr. Brazen, WITH ALL IN FAVOR, the Board approved all items of the Consent Agenda, for the Grand Haven Community Development District.

**EIGHTH ORDER OF BUSINESS – Business Items**

A. Exhibit 13: Consideration & Adoption of **Resolution 2025-09**, Approving FY 2025-2026 Meeting Schedule

The Board agreed with the Chair's recommendations to cancel the workshop meetings scheduled for October 2, 2025, January 1, 2026, and April 2, 2026, rather than rescheduling these meetings. The Board additionally agreed to move the May 2026 meeting date from the 21<sup>st</sup> to the 22<sup>nd</sup>.

On a MOTION by Mr. Brazen, SECONDED by Ms. Crouch, WITH ALL IN FAVOR, the Board adopted **Resolution 2025-09**, Approving FY 2025-2026 Meeting Schedule, as amended, for the Grand Haven Community Development District.

B. Exhibit 14: Consideration of Proof of Loss Sworn Statement

On a MOTION by Ms. Crouch, SECONDED by Mr. Chism, WITH ALL IN FAVOR, the Board approved for the Chair to sign the Proof of Loss Sworn Statement, for the Grand Haven Community Development District.

C. Consideration of Board's Approval of Supervisor Chism Speaking with Realtor regarding Possible Land Swap in Wild Oaks

On a MOTION by Ms. Crouch, SECONDED by Mr. Brazen, WITH ALL IN FAVOR, the Board approved authorizing Supervisor Chism to speak with the realtor regarding a possible land swap in Wild Oaks, for the Grand Haven Community Development District.

**NINTH ORDER OF BUSINESS – Discussion Topics**

A. Exhibit 15: 10-Yr. Plan Formatting

The Board directed for the District Manager, Operations Manager, Operations Supervisor, and Mr. McGaffney work together on proposed changes of projects categorized as CapEx to the operations

& maintenance column of Mr. McGaffney's planning tool, to be brought back before the Board as suggestions for discussion at a future meeting.

B. Pending Supervisor Led Projects

On a MOTION by Dr. Merrill, SECONDED by Mr. Chism, WITH ALL IN FAVOR, the Board approved the amended personnel manual, for the Grand Haven Community Development District.

Following the motion, Mr. Chism provided an update on the Fact Finding Group for budgeting, noting that a member of the group had left due to personal commitments but meetings were still ongoing.

Mr. Foley commented positively on progress being made on the tree project with ongoing communications with the City and Mr. Brazen, and Ms. Crouch noted that the community Firewise work by Ms. Leister on August 14 had been well-received.

*(The Board recessed the meeting at 4:57 p.m., and reconvened at 5:07 p.m.)*

**TENTH ORDER OF BUSINESS – Public Hearings – 5 PM**

A. FY 2025-2026 Budget Public Hearing

*(The Board recessed the regular meeting for the purpose of holding the Public Hearing on the FY 2025-2026 Budget, at 5:08 p.m.)*

1. Open the Public Hearing

On a MOTION by Dr. Merrill, SECONDED by Ms. Crouch, WITH ALL IN FAVOR, the Board approved opening the FY 2025-2026 Budget Public Hearing, at 5:08 p.m., for the Grand Haven Community Development District.

2. Presentation of FY 2025-2026 Budget

a. Exhibit 16: Approved FY 2025-2026 Budget

b. Exhibit 17: Revised Proposed FY 2025-2026 Budget

A number of changes to the budget originally approved on May 15 were noted on the revision. A minor discrepancy between expenses and revenues related to taxes owed on the parking lot and golf course revenue had been resolved. Liability insurance amounts were adjusted from the originally estimated \$210,000 to a new accurate figure of \$142,000, and payroll taxes were increased from \$61,200 to \$63,100. Employee insurance also decreased from \$158,845 to \$111,000, with an increase to payroll service from \$6,250 to \$34,000. Mr. McInnes stated that the adjustments resulted in the proposed budget not needing to use \$14,978 of fund balance to bring revenue up to match expenditures, so this line had been zeroed out. Mr. McInnes noted that these changes did not affect the proposed assessments.

3. Public Comments

Ms. Lockhart expressed concerns about the loss of tree coverage over the years in Grand Haven, and suggested that if information on tree losses were compiled and provided for residents, a significant portion of the community may be willing to support a tree replacement fund. Ms. Lockhart additionally cautioned that the future land use map for Grand Haven needed to be accounted for in any discussions on a potential parcel swap to avoid triggering any land use issues, recalling a legislative action from city council related to Parcel K development plans.

Mr. McGevna highlighted some differences and potential cost savings that he had identified from extrapolating past the July unaudited financial statements into a 12-month period. Mr. McGevna noted his recalculations for health insurance, mileage allowance for Yellowstone, and legal advertising. Mr. McGevna questioned the amount budgeted for tree removal in light of previous comments from the Board indicating that only eight trees would be removed for FY 2026, and suggested that there may be redundancies between budgeted categories for landscape enhancements in the capital budget and landscape replacements in the O&M budget.

Mr. McInnes noted that the next speaker, Mr. Debitetto, would be giving his own comments and speaking on behalf of Mr. Flanagan, so would be given two comment periods.

Mr. Debitetto stated that he was also speaking on behalf of an additional former Board member, Mr. Polizzi, in presenting an affirmation that had been jointly written, to indicate from the Board to the community the background on where the budget had been, where the CDD's budget currently was at, and future plans with the budget. Mr. Debitetto commented on long term debt financing options such as bonds as alternatives for funding the budget to flat assessment increases.

4. Close the Public Hearing

On a MOTION by Dr. Merrill, SECONDED by Ms. Crouch, WITH ALL IN FAVOR, the Board approved closing the FY 2025-2026 Budget Public Hearing for the Grand Haven Community Development District.

*(The Board reconvened the regular meeting at 5:51 p.m.)*

5. Exhibit 18: Consideration & Adoption of **Resolution 2025-10**, Adopting FY 2025-2026 Budget

On a MOTION by Mr. Foley, SECONDED by Mr. Brazen, WITH ALL IN FAVOR, the Board adopted **Resolution 2025-10**, Adopting the FY 2025-2026 Budget, for the Grand Haven Community Development District.

B. FY 2025-2026 O&M Assessments Public Hearing

*(The Board recessed the regular meeting for the purpose of holding the Public Hearing on the FY 2025-2026 O&M Assessments, at 5:53 p.m.)*

1. Open the Public Hearing

On a MOTION by Dr. Merrill, SECONDED by Ms. Crouch, WITH ALL IN FAVOR, the Board approved opening the FY 2025-2026 O&M Assessments Public Hearing, at 5:53 p.m., for the Grand Haven Community Development District.

2. Public Comments

There being none, the next item followed.

3. Close the Public Hearing

On a MOTION by Dr. Merrill, SECONDED by Ms. Crouch, WITH ALL IN FAVOR, the Board approved closing the FY 2025-2026 O&M Assessments Public Hearing for the Grand Haven Community Development District.

*(The Board reconvened the regular meeting at 5:54 p.m.)*

4. Exhibit 19: Consideration & Adoption of **Resolution 2025-11**, Levying Assessments

On a MOTION by Dr. Merrill, SECONDED by Mr. Foley, WITH ALL IN FAVOR, the Board adopted **Resolution 2025-11**, Levying Assessments, for the Grand Haven Community Development District.

**ELEVENTH ORDER OF BUSINESS – Supervisors’ Requests**

Mr. Chism asked about options and cost estimates for noise abatement measures at the Waterside Café. Mr. Kloptosky noted that he had received some information regarding new ceiling tiles and sound-absorbing paint, but was missing feedback on their effectiveness. The Board suggested bringing in an acoustic specialist to provide recommendations on sound reduction for the space.

Dr. Merrill noted that there was an ongoing dispute between residents in Creekside regarding the CDD’s Tract D and the maintenance plan, and stated that District Counsel was drafting a letter which would indicate that unless the neighbors signed off on one another’s maintenance agreement, any maintenance of the property must cease.

Dr. Merrill noted that the District Counsel had previously submitted and presented an updated hourly rate at \$325, and that the Board now needed to make a decision on the structure.

On a MOTION by Mr. Foley, SECONDED by Ms. Crouch, WITH ALL IN FAVOR, the Board approved the District Counsel rates for Fiscal Year 2025-2026, as previously presented, for the Grand Haven Community Development District.

**TWELFTH ORDER OF BUSINESS – Action Items Summary**

The action items were as follows:

- The District Engineer will call into the September 18 regular meeting to discuss the emergency exit at Wild Oaks.
- The Operations Manager will call an expert on sound reduction on any potential methods for noise abatement at the Waterside Café.
- The District Manager, Operations Manager, Operations Supervisor, and Mr. McGaffney will work together to provide recommended guidelines for items listed in the Capital Reserve Fund which could be reclassified and listed under Operations & Maintenance.

**THIRTEENTH ORDER OF BUSINESS – Meeting Matrix Summary**

The following items were added as upcoming topics for discussion on the meeting matrix summary:

- Updates from the District Manager, Operations Manager, Operations Supervisor, and Mr. McGaffney on recommended guidelines for items listed in the Capital Reserve Fund that should be reclassified and listed under Operations & Maintenance.
- A future workshop meeting will include a discussion on budget reduction ideas from Grand Haven residents.

**FOURTEENTH ORDER OF BUSINESS – Adjournment**

On a MOTION by Ms. Crouch, SECONDED by Dr. Merrill, WITH ALL IN FAVOR, the Board, at 6:11 p.m., adjourned the meeting for the Grand Haven Community Development District.

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

245 **Meeting minutes were approved at a meeting by vote of the Board of Supervisors at a publicly noticed**  
246 **meeting held on September 18, 2025.**

247

248

249

250

---

**Signature**

---

**Signature**

---

**Printed Name**

---

**Printed Name**

251 **Title:    ☐ Secretary    ☐ Assistant Secretary**

**Title:   ☐ Chairman    ☐ Vice Chairman**

## EXHIBIT 15

## Employee Performance Review

| I. EMPLOYEE INFORMATION                                                                                                                                                                                             |                                                                                                                                                                                     |                       |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|
| Employee Name                                                                                                                                                                                                       | Job Title                                                                                                                                                                           |                       |
| Supervisor/Reviewer                                                                                                                                                                                                 | Review Period<br>From:     /     /     To:     /     /                                                                                                                              |                       |
| II. CORE VALUES AND OBJECTIVES                                                                                                                                                                                      |                                                                                                                                                                                     |                       |
| PERFORMANCE CATEGORY                                                                                                                                                                                                | RATING                                                                                                                                                                              | COMMENTS AND EXAMPLES |
| <b>Job Knowledge:</b><br><i>Understands requirements for assigned tasks, has the ability to completely perform assignments, and anticipate issues.</i>                                                              | <input type="checkbox"/> Exceeds expectations<br><input type="checkbox"/> Meets expectations<br><input type="checkbox"/> Needs improvement<br><input type="checkbox"/> Unacceptable |                       |
| <b>Work Quality:</b><br><i>How well the employee performs the essential functions of the job. Problem solving, efficiency, and adaptability exhibited.</i>                                                          | <input type="checkbox"/> Exceeds expectations<br><input type="checkbox"/> Meets expectations<br><input type="checkbox"/> Needs improvement<br><input type="checkbox"/> Unacceptable |                       |
| <b>Cooperation &amp; Teamwork:</b><br><i>Respectful of colleagues when working with others and makes valuable contributions to help the group achieve its goals</i>                                                 | <input type="checkbox"/> Exceeds expectations<br><input type="checkbox"/> Meets expectations<br><input type="checkbox"/> Needs improvement<br><input type="checkbox"/> Unacceptable |                       |
| <b>Communication Skills:</b><br><i>Respectful to others (including residents and contractors), listens and comprehends well, participates in discussions.</i>                                                       | <input type="checkbox"/> Exceeds expectations<br><input type="checkbox"/> Meets expectations<br><input type="checkbox"/> Needs improvement<br><input type="checkbox"/> Unacceptable |                       |
| <b>Attendance:</b><br><i>Regularity, punctuality, utilizes time off appropriately, provides advanced notice for time off requests.</i>                                                                              | <input type="checkbox"/> Exceeds expectations<br><input type="checkbox"/> Meets expectations<br><input type="checkbox"/> Needs improvement<br><input type="checkbox"/> Unacceptable |                       |
| <b>Initiative &amp; Flexibility:</b><br><i>Demonstrates initiative, often seeking out additional responsibility; identifies problems and solutions; thrives on new challenges and adjusts to unexpected changes</i> | <input type="checkbox"/> Exceeds expectations<br><input type="checkbox"/> Meets expectations<br><input type="checkbox"/> Needs improvement<br><input type="checkbox"/> Unacceptable |                       |

| III. LEADERSHIP-SPECIFIC PERFORMANCE CRITERIA                                                                                                                                                                |                                                                                                                                                                                                                    |                                                                                                                                                                                                                 |                                                                                                                                                                                      |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| PERFORMANCE CATEGORY                                                                                                                                                                                         | RATING                                                                                                                                                                                                             |                                                                                                                                                                                                                 | COMMENTS AND EXAMPLES                                                                                                                                                                |
| Leadership & Team Development: <i>Effectively delegates tasks, provides clear guidance, and supports the professional growth of team members.</i>                                                            | <input type="checkbox"/> Exceeds expectations<br><input type="checkbox"/> Meets expectations<br><input type="checkbox"/> Needs improvement<br><input type="checkbox"/> Unacceptable                                |                                                                                                                                                                                                                 |                                                                                                                                                                                      |
| Decision Making & Planning<br><i>Ensures that goals are met through effective planning, problem-solving, and the responsible management of resources. Contribution to budgeting and effective reporting.</i> | <input type="checkbox"/> Exceeds expectations<br><input type="checkbox"/> Meets expectations<br><input type="checkbox"/> Needs improvement<br><input type="checkbox"/> Unacceptable                                |                                                                                                                                                                                                                 |                                                                                                                                                                                      |
| IV. PERFORMANCE GOALS                                                                                                                                                                                        |                                                                                                                                                                                                                    |                                                                                                                                                                                                                 |                                                                                                                                                                                      |
| Set objectives and outline steps to improve or further employee development. If goals were previously set, what level was achieved?                                                                          |                                                                                                                                                                                                                    |                                                                                                                                                                                                                 |                                                                                                                                                                                      |
|                                                                                                                                                                                                              |                                                                                                                                                                                                                    |                                                                                                                                                                                                                 |                                                                                                                                                                                      |
| V. OVERALL RATING                                                                                                                                                                                            |                                                                                                                                                                                                                    |                                                                                                                                                                                                                 |                                                                                                                                                                                      |
| <input type="checkbox"/> <b>EXCEEDS EXPECTATIONS</b><br><i>Employee consistently performs at a high level that exceeds expectations</i>                                                                      | <input type="checkbox"/> <b>MEETS EXPECTATIONS</b><br><i>Employee satisfies all essential job requirements; may exceed expectations periodically; demonstrates likelihood of eventually exceeding expectations</i> | <input type="checkbox"/> <b>NEEDS IMPROVEMENT</b><br><i>Employee consistently performs below required standards/expectations for the position; training or other action is necessary to correct performance</i> | <input type="checkbox"/> <b>UNACCEPTABLE</b><br><i>Employee is unable or unwilling to perform required duties according to standards; immediate improvement must be demonstrated</i> |
| Comment on the employee's overall performance.                                                                                                                                                               |                                                                                                                                                                                                                    |                                                                                                                                                                                                                 |                                                                                                                                                                                      |
|                                                                                                                                                                                                              |                                                                                                                                                                                                                    |                                                                                                                                                                                                                 |                                                                                                                                                                                      |
| VI. EMPLOYEE COMMENTS (OPTIONAL)                                                                                                                                                                             |                                                                                                                                                                                                                    |                                                                                                                                                                                                                 |                                                                                                                                                                                      |
|                                                                                                                                                                                                              |                                                                                                                                                                                                                    |                                                                                                                                                                                                                 |                                                                                                                                                                                      |
| VII. ACKNOWLEDGEMENT                                                                                                                                                                                         |                                                                                                                                                                                                                    |                                                                                                                                                                                                                 |                                                                                                                                                                                      |
| I acknowledge that I have had the opportunity to discuss this performance evaluation with my manager/ supervisor and I have received a copy of this evaluation.                                              |                                                                                                                                                                                                                    |                                                                                                                                                                                                                 |                                                                                                                                                                                      |
| Employee Signature:                                                                                                                                                                                          |                                                                                                                                                                                                                    | Date:                                                                                                                                                                                                           |                                                                                                                                                                                      |
| Reviewer Signature:                                                                                                                                                                                          |                                                                                                                                                                                                                    | Date:                                                                                                                                                                                                           |                                                                                                                                                                                      |

## EXHIBIT 16

### **301 PAID TIME OFF (PTO)**

Regular full-time employees who have successfully completed the Introductory Period are eligible for PTO, to provide opportunities for rest, relaxation, and personal pursuits. The employee has discretion to use PTO as vacation or sick time and are eligible for and use PTO as described in this policy.

The amount of PTO awarded to eligible employees at the beginning of each year for use in the following 12 months is as shown in the schedule below:

- Upon initial eligibility, the employee is entitled to 10 PTO days, for the remainder of that year beginning with the date of hire.
- After the 1st year (12 months) of service, 15 PTO days each year.
- After the 5th year (60 months) of service, 20 PTO days each year.

The length of eligible service is calculated based on the anniversary of the employee's date of hire (subject to any adjustments such as an extended leave of absence. Military leave is not used for adjustment). [See leave of absence policies for more information].

With prior approval, (non-exempt) employees may take PTO in increments of one hour. Exempt employees may take PTO in half-day increments. Employees are not eligible for pay in lieu of PTO. Vacation requests will be reviewed based on several factors, including business needs and staffing requirements.

PTO is paid at the employee's base pay rate at the time of PTO. It does not include overtime or any special forms of compensation such as incentives, commissions, bonuses, or shift differentials.

An employee may carry forward 3 days of unused PTO, but the total amount of eligible PTO at the beginning of an anniversary year may not exceed 25 days.

PTO benefits may not be applied to run concurrent with any form of disciplinary reprimand. Employees MUST work the scheduled workday before and after any disciplinary action for vacation benefits to apply.

Upon termination of employment or resignation, with at least 2 weeks notice, employees will be paid a prorated amount of unused PTO that has been awarded for the current benefit year and any unused carryover. (# days from award thru last day worked / 365 X unused PTO days/hours.) Notwithstanding the foregoing, the District shall not be required to pay unused PTO in the event that the termination is a result of a violation of Sections 701 through 711 below,

## EXHIBIT 17

## **712 OTHER LEAVES OF ABSENCE**

Regular full-time employees who have completed one year of service and worked 1776 hours during the preceding 12 months are eligible for non-paid leave for a maximum of 6 calendar weeks as outlined below:

- Must have used all available paid time off.
- Must use leave to care for the following seriously ill, injured or disabled individual:
  - Self
  - Spouse
  - Parent
  - Child (natural, adopted) under 18 or over 18 if incapable of self-care for themselves due to serious injury, illness or disability
  - Placement of child for adoption
- Documentation that does not violate HIPPA may be required.
- Must give as much as practicable prior notice to Grand Haven CDD management.

An employee will be reinstated to the prior position (if existing), if returning promptly at end of leave period. Group Benefits will be maintained if the employee remits their contribution monthly. If the employee fails to remit their portion of cost, Grand Haven CDD may seek reimbursement through legal process.

The employee's anniversary date for benefit qualification will change to be congruous with the leave period.

During such leave the employee will not qualify for any paid time off listed in the Employee Manual, such as Holiday, Jury, Witness or Bereavement pay.

Any employee, who after exhausting leave under this provision, fails to return to work without prior approval will be subject to disciplinary action including termination.