



*Advanced Meeting Package*

*Regular Meeting*

*Thursday  
January 15, 2026  
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, January 15, 2026**, 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, January 15, 2026	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:	<a href="#">Zoom Link</a>

## *Agenda*

- I. Call to Order/ Roll Call**
- II. Pledge of Allegiance**
- III. Presentations**
  - A. Assessment of Emergency Exit Wild Oaks at Grand Haven – Supervisor Steve Brazen & Dr. Steve Davidson, Former Supervisor & Chairman (2003-2020)
    - 1. Rob Chase – Wildfire Mitigation Specialist/Public Information Officer for District 7, Florida Forest Service
    - 2. The Honorable David Sullivan, Palm Coast City Council
- IV. Audience Comments – *The Audience Comment portion of the agenda is where individuals who are present may make remarks on matters that concern the District. Please note:***
  - *Participation shall be in accordance with Section 286.0114, Florida Statutes;*
  - *Each speaker is limited to three (3) minutes for remarks;*
  - *It is proper meeting etiquette to silence all electronic devices, including cell phones, during a Board meeting or workshop;*
  - *Speakers are expected to refrain from personal attacks on the Board of Supervisors or Staff;*
  - *The Board of Supervisors or Staff are not obligated to provide an immediate response as some issues require research, discussion and deliberation;*

- *Other matters of concern may be discussed during a meeting or workshop as determined by the Grand Haven Community Development District Board of Supervisor;*
- *If the comment concerns a maintenance related item, it should be first addressed with the Operations Manager or Operations Supervisor outside of the context of the meeting.*

**V. Presentation of Proof of Publication(s)**

[Exhibit 1](#)  
[Pgs. 7-8](#)

**VI. Public Hearing – Surface Water Management & Amenity Rule Amendments**

- Open the Public Hearing
- Presentation of Proposed Amendments to Rule regarding Surface Water Management Systems and Amendment to Rule regarding Amenity Facilities
- Public Comments
- Close the Public Hearing
- Consideration & Adoption of **Resolution 2026-02**, Adopting Amendments to the Surface Water Management System Rules (Chapter VI) and Conforming Amendment to Amenity Management Rule

[Exhibit 2](#)  
[Pgs. 10-58](#)

[Exhibit 3](#)  
[Pgs. 60-62](#)

**VII. Staff Reports**

- District Engineer: David Sowell
- Amenity Manager: John Lucansky
- Operations Manager: Barry Kloptosky
  - Presentation of Capital Project Plan Tracker
  - Monthly Report
  - Project Status Report
- District Counsel: Scott Clark
- District Manager: David McInnes
  - Meeting Matrix
  - Action Item Report

[Exhibit 4](#)  
[Pgs. 64-66](#)

[Exhibit 5](#)  
[Pg. 68](#)

[Exhibit 6](#)  
[Pgs. 70-71](#)

[Exhibit 7](#)  
[Pg. 73](#)

[Exhibit 8](#)  
[Pg. 75](#)

[Exhibit 9](#)  
[Pgs. 77-81](#)

[Exhibit 10](#)  
[Pgs. 83-87](#)

**VIII. Consent Agenda Items**

- A. Consideration for Acceptance – The Revised September 2025 Unaudited Financial Report [Exhibit 11](#)  
[Pgs. 89-94](#)
- B. Consideration for Acceptance – The November 2025 Unaudited Financial Report [Exhibit 12](#)  
[Pgs. 96-102](#)
- C. Consideration for Approval – The Minutes of the Board of Supervisors Regular Meeting Held December 4, 2025 – *To Be Distributed* [Exhibit 13](#)

**IX. Business Items**

- A. Consideration of Joshua's Tree Landscaping, Inc. Proposal - \$29,000.00 [Exhibit 14](#)  
[Pg. 105](#)

**X. Discussion Topics**

- A. Update from the Pilot Underground Utilities Threat Mitigation & Tree Relocation Plan Work Group – Supervisor Foley
- B. 10-Yr. Plan Updates – District Manager
- C. District Management Structure – Continued Discussion from the 12/04/2025 Meeting
- D. District Engineering Services – Dr. Merrill
- E. Pending Supervisor Led Projects

**XI. Supervisors' Requests****XII. Action Items Summary****XIII. Meeting Matrix Summary****XIV. Adjournment**

# EXHIBIT 1

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

The Board of Supervisors of the Grand Haven Community Development District (“District”) provides notice that it intends to develop rule amendments which amend District’s Rules regarding ***Surface Water Management Systems, Drainage Easements and Encroachments on District Property.***

The proposed rule will amend certain requirements regarding drainage easements and will codify the District’s fishing policies within the stormwater rule, moving them from 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 (2025), or any person who wishes to request a public hearing on the proposed rule amendments, must do so in writing within twenty-one (21) days after publication of this notice.

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).

District Manager  
Grand Haven Community Development  
District

December 11, 2025  
328903  
Dec. 11, 2025

7763-

**NOTICE OF PUBLIC HEARING TO  
CONSIDER RULES BY  
GRAND HAVEN COMMUNITY  
DEVELOPMENT DISTRICT  
NOTICE OF MEETING OF BOARD OF  
SUPERVISORS OF 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 a public hearing on proposed amendments to the District’s Rules regarding **Surface Water Management Systems, Drainage Easements and Encroachments on District Property**.

The purpose and effect of the amendment is to provide for efficient and effective District facility operations, to amend certain requirements regarding drainage easements and to codify the District’s fishing policies within the rule, moving them from the District’s **Rules, Policies and Fees for All Amenity Facilities**. Specific legal authority for the proposed amendment includes Sections 190.011(5), 190.012(3), 120.54, and 120.81, Florida Statutes (2025).

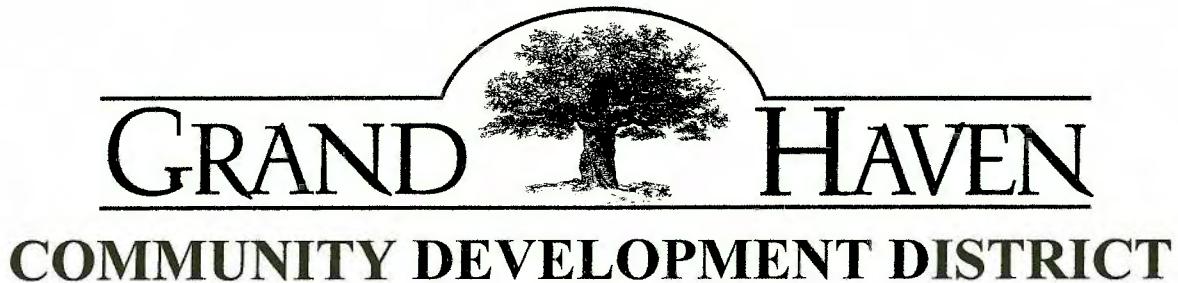
A copy of the proposed amendments may be obtained by contacting the District Manager at 250 International Parkway, Suite 208, Lake Mary, FL 32746, (321) 263-0132 ext. 193, or by e-mail at [dmcinnes@vestapropertyservices.com](mailto:dmcinnes@vestapropertyservices.com) (“District Office”). A public hearing will be conducted by the Board of Supervisors of the Grand Haven Community Development District (“District”) on **January 15, 2026, at 9:00 a.m.** at the Grand Haven Room, Grand Haven Village Center, 2001 Waterside Parkway, Palm Coast, Florida 32137. Notice is further provided, pursuant to Florida Statutes 189.015(1), that, at the same time and location, the Board of Supervisors will hold a regular meeting of the Board of Supervisors.

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  
7763-329773  
Dec. 18, 2025

## EXHIBIT 2



## **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

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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 fishing piers**, 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 (hereafter, 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 GHCD 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 CREEKSIDER 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 Statues.

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."~~

Rules and policies which relate to fishing in the stormwater retention ponds owned by the District are set forth in the District's rule relating to "Surface Water Management Systems, Drainage Easements, Encroachments on District Property and Fishing in Stormwater Ponds."

## **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.

- 3. Permits unauthorized use of an Access Card or House Guest and Daily Guest pass.
- 4. Violates applicable law or ordinance.
- 5. Treats District Employees or District Contractors or the personnel or employees of the Amenity Facilities Staff, or Patrons and Guests, in a hostile, unreasonable, or abusive manner. Such treatment includes but is not limited to verbal and/or written communication.
- 6. Engages in conduct that is improper or likely to endanger the welfare, or safety of the District or Amenity Manager's staff, or Patrons and Guests.
- 7. Damages or destroys District property.
- 8. Compromises the integrity of security measures at any gated vehicle entry within the District. This activity shall include opening the gate for unauthorized vehicles, lifting the gate arm by hand, driving around the gate arms in motorcycles or other motorized vehicles or otherwise permitting vehicles to enter the District in a manner which is inconsistent with the District's gatehouse and GAD policies.
- 9. Fails, after notice, to comply with registration policies which may be adopted by the Board from time to time to identify those owners or registered renters who are authorized to use the Amenities.
- 10. Violates the District's Rules related to parking.
- 11. Knowing and willful misrepresentation of himself or herself, through conduct or verbal or written notice, as using a Service Animal and being qualified to use a Service Animal or as a trainer of a Service Animal.

### **Consent to Video or Audio Recording:**

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

### **District Suspension and Termination Process:**

In response to any violation of the rules, regulations, policies and procedures specified herein, including, but not limited to, those set forth in the preceding paragraph, the District shall follow

the process outlined below with regard to suspension or termination of a Patron's, House Guest's and Daily Guest's privileges to use the amenity facilities:

1. Automatic Suspension Without Notice:

A. 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 (90180) 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.

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

## **CHAPTER VI**

### **SURFACE WATER MANAGEMENT SYSTEMS, DRAINAGE EASEMENTS, ~~AND~~ ENCROACHMENTS ON DISTRICT PROPERTY AND FISHING IN STORMWATER PONDS**

**6.01 PURPOSE.** The purpose of this Rule is to establish and memorialize policies for the maintenance and protection of the Surface Water Management System operated by the Grand Haven Community Development District (the “CDD”) and to regulate activities which encroach on property owned by the CDD.

#### **PART I DEFINITIONS**

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

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

1.2 “Easements” shall refer to those certain easement areas creating rights in favor of the CDD for purposes of maintaining or operating the Surface Water Management System. The Easements are typically delineated on a Plat, but may be created in a separate recorded instrument or may arise by prescription or other legal theory. As used in this Rule, Easements shall include both those that are specifically designated for drainage or stormwater purposes and those that are designated as “Utility Easements” to the extent that stormwater management structures, facilities or pipes are located with the easements.

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

1.4 “District Property” shall refer to parcels of real property owned by the CDD.

1.5. “Lakefront Lots” refer to those residential lots that are contiguous to the Pond Banks.

1.6. “Lot” or “Lots” refers to one or more platted residential lots within the CDD intended to be improved with a single family dwelling.

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

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

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

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

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

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

1.13 "Stormwater Pipes" refer to a component of the Surface Water Management System designed to convey rainwater runoff from streets, parking lots, rooftops, and other impervious surfaces to a designated discharge point, such as a retention pond, detention basin, or natural water body. These pipes are typically made of concrete, PVC, or corrugated metal and are installed underground.

1.134 "Surface Water Management System" (or "SWMS") shall refer to all land, easements and other facilities and appurtenances which together constitute and comprise the master surface water management and drainage systems with respect to District Lands as reflected on the plans therefor approved by Flagler County, Florida, the City of Palm Coast, Florida and/or the St. John's River Water Management District ("SJRWMD") pursuant to Permit No. 4-035-0018AE and all modifications or amendments thereto (the "Permits"). The SWMS consists of Retention/Detention Ponds, Swales or Vegetated Channels, Stormwater Inlets and Catch Basins, Pipes and Culverts, Control Structures, Outfall Structures, Filtration or Treatment Features, Overflow and Emergency Spillways and areas set aside to provide maintenance for any of such structures (collectively, the "Stormwater Structures.")

## PART 2 EASEMENT OBSTRUCTIONS AND DEBRIS MANAGEMENT

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

SECTION 2: TREES. No trees of any type or variety may be planted or, once removed for maintenance, re-planted within the Drainage Easements that contain Stormwater Structures. Trees may not be planted or, once removed, replanted within ten (10) feet of a Stormwater Structure.

SECTION 3: LANDSCAPING AND FENCING. Landscaping such as shrubs, stepping stones, flower beds, decorative stones, and the like located within the Easement must not obstruct access by construction equipment and machinery required for the maintenance or repair of utility structures which are part of the Surface Water Management System. Fences may not be installed in a location or manner that interferes with the CDD's ability to provide for the maintenance described in the preceding sentence.

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

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

SECTION 6. VEGETATIVE AND OTHER DEBRIS. Each Lot Owner and that Lot Owner's tenants, guests, invitees, contractors or visitors shall ensure that vegetative or other debris, including, without limitation, grass clippings, tree or hedge trimmings, leaves, soil or sediment (collectively, the "Debris") shall not be deposited or permitted to be deposited in any portion or component of the SWMS. It is expressly prohibited for any Debris to be placed in or adjacent to or transmitted by use of a blower, into the stormwater ponds, conservation areas, storm drains, gutters or other areas where such placement creates a likelihood that such Debris will enter into the SWMS. Debris which is placed at curbside for pickup by solid waste disposal services must be bound or secured in a way that prevents any of the materials from getting into the SWMS, and Debris must not, under any circumstances be stored or left on the concrete surface on top of the storm drains and, in order to consistently allow for the free flow of water in the streets and stormwater systems, no Debris, including containerized trash or yard debris of any kind and condition to be picked up by waste disposal services, may be put in the street or gutter areas. Lot Owners or occupants are specifically responsible for the actions of any landscape maintenance contractors working on their behalf. Violations of this Section shall be enforced as set forth in Part 4 of this Rule, and shall permit the District, at its discretion, to remove or otherwise correct the condition caused by the wrongful Debris and to charge or assess the cost against the offending Lot Owner. If the circumstances create a significant risk that Debris will enter into the SWMS,

the District may enter into the affected Lot or SWMS component and remove or otherwise remedy the Violation without providing prior notice to the affected Lot Owner or occupant. The provisions of this Section 6 will continue to apply during an extraordinary storm event, such as a named storm or other severe weather event that results in extraordinary amount of Debris, fallen trees or limbs that may need to be staged at the Lot line for pickup. Lot Owners and occupants and their contractors shall be required to store or stage such Debris within the Lot boundary and not on the street, in the gutters, in other locations where the Debris likely will enter the SWMS.

### PART 3 LANDSCAPE MAINTENANCE OF POND BANKS

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

**SECTION 2. LANDSCAPE MAINTENANCE.** To the extent that any DCR governing Lakefront Lots requires the owner of such lots to maintain landscaping on the adjacent Pond Banks, this rule shall not override that maintenance obligation except as set forth herein. The Landscape Maintenance to be performed by a Lakefront Lot owner shall be limited to maintenance of existing landscaping on the Pond Banks that has been approved by the GHMA and CDD. Any modification of such landscaping shall require the written approval of the CDD and shall be consistent with the Pond Bank Plan. Landscaping that is installed on Pond Banks as a part of any regulation or permit, including but not limited to, Spartina, shall not be removed and must be consistent with (comply with) the Best Management Practices for Storm Water Detention Pond Bank Plantings (the “Pond Bank Standards”) as adopted by the CDD BOS. Landscape Maintenance shall include the replacement of Spartina that has died or become diseased. Notwithstanding the provisions of any DCR related to maintenance by Lakefront Lot Owners, the CDD shall have the absolute right to install or remove any plantings within the Pond Banks or to modify existing Pond Bank landscaping. Where provided in the applicable DCR, Landscape Maintenance may be performed by the GHMA under a common scheme of landscape maintenance, and such maintenance shall be subject to these provisions. The CDD shall have the right, but not the obligation, to bring any Pond Bank into compliance with the Pond Bank Standards at the expense of the offending landowner in the manner set forth in Part 4 hereof.

**SECTION 3. MAINTENANCE OF NATURAL POND BANK AREAS.** Certain areas within the CDD contain lots that are contiguous with a CDD-owned pond where the pond bank is generally larger and has been maintained in a natural condition (“Natural Pond Banks”). In such

cases, improvement with spartina may not be appropriate. Except where the CDD, based on the recommendation of the District Engineer, has replaced spartina with rock, the owner of a lot that contains a Natural Pond Bank and who believes that the lot should be exempted from the spartina planting requirement, or a lot owner who desires to provide minor maintenance on such natural areas, shall contact the CDD office and arrange for an inspection of the Natural Pond Bank by CDD staff. After review of the lot, the CDD will determine (1) whether the pond bank should be kept in a natural state and (2) what maintenance, if any, the lot owner will be permitted to perform on the CDD owned pond bank area. If approved, such maintenance shall be limited to mowing of grass and weeds. Under no circumstances shall any trees or natural landscaping other than grass and weeds be touched or removed and under no circumstances may the natural grade and natural flow of stormwater be inhibited or altered in such areas.

**SECTION 4. REPAIRS.** The CDD shall have the exclusive right to perform repair activities upon the Pond Banks and Pond Bulkheads as may be deemed necessary for the proper function of the Surface Water Management System. No Lot Owner may enter upon the Pond Banks for the purpose of making any repair or making any change in the Pond Banks.

**SECTION 5. POND BULKHEADS.** Where a Lakefront Lot or the Pond Bank adjacent to a Lakefront Lot contains a Pond Bulkhead, the Lakefront Lot owner shall be responsible for all maintenance of the Pond Bulkhead with is of a routine and cosmetic nature, including without limitation, cleaning, pressure washing and clearance of weeds, but repairs or other structural work on Pond Bulkheads shall be governed by Section 3 above.

#### PART 4 VIOLATIONS

**SECTION 1. VIOLATIONS.** In the event the CDD discovers a violation of this Rule (“Violation”) it may:

1.1 Send notice to the owner on whose property the Violation exists demanding (1) removal of the Obstructions; (2) restoration of any landscape areas on pond banks which have been wrongfully altered; (3) restoration of pond bank areas which have been allowed to decline and fail to meet the Pond Bank Standards; (4) initial installation of landscaping meeting the Pond Bank Standards for properties which have never complied with the Pond Bank Standards; ~~or~~ (5) restoration of any Natural Pond Banks which have been altered in a manner inconsistent with Part 3, Section 3 above, (6) removal of trees or other obstructions in violation of this Rule or a notice (7) asserting that the Owner or an occupant has caused or permitted Debris to enter the SWMS in violation of Part 2, Section 6 of this Rule. The notice shall specify the actions which must be taken and provide a reasonable time for compliance.

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

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

1.4 In the event that the CDD is required to take action to remedy a Violation of this Rule ~~under 1.2 above or is required to take action to remedy a breach of a written agreement pursuant to 1.3 above~~, the CDD shall have the right to collect from the owner of the lot where the Violation occurred an administrative fee equal to the cost incurred by the District in remedying the Encroachment, the cost of the District's attorneys' fees plus \$250.00, together with, all of the cost of remedying the Violation, including the CDD's attorneys' fees expended in connection with such remedy, whether expended prior to court action, at trial or on appeal of any such action. If the Property Owner fails to pay the costs and additional fee within 30 days of receiving notice thereof, the District may pursue legal action against the Property Owner to collect the costs and fee(s), together with its attorneys' fees and court costs, in accordance with section 190.036, Florida Statutes or may proceed in the manner set forth in 1.5 below.

1.5 The Board of Supervisors, by the adoption of this Rule, declares that the ability of lot owners to live adjacent to natural areas or Pond Banks owned by the CDD or the effective operation of the SWMS to provide adequate management of the stormwater on or adjacent to the affected lot creates an enhancement to the enjoyment and value of Lots so located and that the obligations set forth in this Rule are a reasonable condition of such value and enjoyment. Further, the safe and healthy condition of such natural areas provides a benefit to the adjacent lot. To the extent that the CDD elects to perform the remedial activities described in this Part 4 Rule due to a Violation, the costs of such remedial actions, together with any costs described in 1.4 above, are declared to create a special benefit to the Lot on which or adjacent to which the remedy was performed and may be collected by imposing a special assessment against the Lot pursuant to the provisions of Fla. Stat. §190.021(3). The CDD intends that such special assessment shall be imposed at the time of the adoption of the CDD's annual operations budget pursuant to Fla. Stat. §190.008, and shall become a part of the special assessment otherwise budgeted for the affected Lot for the ensuing fiscal year.

## PART 5 ENCROACHMENTS ON DISTRICT PROPERTY

SECTION 1. PURPOSE. The District is responsible for the operation and maintenance of the master surface water management system for Grand Haven in accordance with the conditions of a permit issued by the St. Johns River Water Management District. Therefore, the District must ensure compliance with the conditions of the Water Management District Permit, as same may be modified from time to time. A portion of the permit governs conservation areas that are required to be maintained in their natural condition. Additionally, the District owns, operates and manages significant other parcels of District Property and desires to maintain said District

Property free from obstructions and uses which are adverse to the District's functions or to the District's ownership of said parcels.

**SECTION 2. DEFINITIONS.** Certain terms used herein shall have the meanings set forth below. Terms not defined in this section shall be construed according to their customary and usual meaning, unless the context indicates otherwise.

2.1     “Conservation Areas”: Those portions of the District Property that are subject to a recorded conservation easement or similar restriction prohibiting use or alteration of the property.

2.2     “Encroachment”:

- (a)     Any plant, tree, shrub, or other vegetation, planted or placed on District Property; or
- (b)     Any item of personal property, including without limitation, fencing, outdoor furniture, grills, fire pits, paving stones, personal watercraft, or the like, placed or installed on District Property; or
- (c)     Any alteration(s) of any kind whatsoever, to District Property.

2.3     “Encroachment Notice”: A written notification of an Encroachment sent by U.S. Mail or other means from the District's staff or District Counsel to the Property Owner in closest proximity to the Encroachment.

2.4     “Property Owner”: Any person(s) holding legal title to real property adjacent to or abutting District Property.

**SECTION 3. PROHIBITION.** No Property Owner shall under any circumstances make any Encroachment on or upon District Property.

**SECTION 4. NOTICE AND ADMINISTRATIVE FEE.** Upon learning of an Encroachment, the District shall instruct District Staff or Counsel to send an Encroachment Notice to the apparent offending Property Owner. For each such Encroachment Notice sent, the Property Owner shall be charged an administrative fee equal to the cost incurred by the District in remedying the Encroachment, the cost of the District's attorneys' fees plus \$250.00. Further, the Encroachment Notice shall establish the number of calendar days the Property Owner shall have to remove the Encroachment and fully restore the subject District Property to its pre-Encroachment condition. Such time period for curative action shall be thirty (30) days, except that the time period may be reduced to five (5) days in the event that (i) the Encroachment involves property deposited

on District Property that is portable and can be moved without undue effort or delay, or (ii) the Encroachment involves an imminent risk of harm to persons or to the function of the District's Property.

**SECTION 5. FAILURE OF PROPERTY OWNER TO TIMELY REMEDY**

**ENCROACHMENT.** Should the Property Owner fail to remove the Encroachment and fully restore the subject District Property to its pre-Encroachment condition before the expiration of the number of days established in the Encroachment Notice, the District shall be entitled to perform this work and charge the Property Owner for the actual cost incurred plus an additional \$250.00 administrative fee. If the Property Owner fails to pay the cost and additional fee within 30 days of receiving notice thereof, the District may pursue legal action against the Property Owner to collect the costs and fee(s), together with its attorneys' fees and court costs, in accordance with section 190.036, Florida Statutes. Additionally, such costs are declared to create a special benefit to the Lot on which the remedy was performed and may be collected by imposing a special assessment against the Lot pursuant to the provisions of Fla. Stat. §190.021(3) in the same manner as is described in Part 4, Section 1.5 above.

**SECTION 6. ENCROACHMENTS IN CONSERVATION AREAS.** In the event a Property Owner creates an encroachment on a Conservation Area, the Property Owner is required to immediately cease and desist upon learning of or being notified of such encroachment. The offending Property Owner, in addition to the matters outlined in this Rule, will be responsible for the restoration of the Conservation Area in a manner directed by the District or as required by the Water Management District or other local government officials having jurisdiction. The offending Property Owner shall also be required to indemnify and hold harmless the District from any liability, cost or penalty associated with the encroachment.

**SECTION 7. REQUEST FOR HEARING.** Any person who disagrees with or contests a notice of other action taken by District under this Rule may request to be heard and to raise such objection. Such request and hearing shall be governed by District's Rule of Procedure 1.6.

**PART 6**

**FISHING IN STORMWATER PONDS**

The District owns and operates the Surface Water Management System for Grand Haven. The SWMS includes a series of retention/detention ponds (the "Ponds"), which are operated under permit issued by the St. Johns River Water Management District. These Ponds are designed primarily for flood control and water quality improvement, not for recreation. They collect runoff, trap sediments, and filter pollutants before water enters natural waterways. Because of this, they can contain contaminants like fertilizers, oils, and other urban pollutants, which may make fishing unsafe for consumption. These Ponds are not considered part of the State of Florida's system of freshwater lakes. By design, the Ponds may have steep slopes in locations or may have designated pond bank plantings that are not conducive to recreational fishing. Moreover, at times, the Ponds

may be subject to specialized treatment or strategies for the elimination of algae and other undesirable plant growth or insects. Recreational fishing in the Ponds may be allowed, from time to time, at specific locations and time periods at the discretion of the District's Board of Supervisors. Such recreational fishing is limited to Patrons, Registered Renters, or House Guests, (as those terms are defined in the District's Rules, Policies and Fees for All District and Amenity Facilities (the "Amenity Rules") who may fish from certain lake/retention pond areas within the District during daylight hours. Persons authorized to fish in the Ponds must possess a Smart Amenity Access Card (SAAC) on their person or other identification sufficient to validate their right to fish in the Ponds. Swimming is also prohibited in any of the Ponds.

Access to these bodies of water shall only be through the proper access points, and no persons shall fish in the area between the 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 Ponds. The District shall have the authority to post "No Trespassing" signs on portions of the pond banks where fishing would violate the foregoing rule or on which the District has determined not to be available for fishing (also, the "Restricted Area"). 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 Ponds under any circumstances. No watercrafts of any kind are allowed in these bodies of water other than those in use by staff or a vendor of the District authorized to do so. Any violation of this policy will be reported to the local authorities and may subject the offender to use of the trespass remedies using the procedures provided for in the Amenity Rules.

The District has a "CATCH AND RELEASE" policy for all fish caught in the lake/retention areas. Persons must return all fish caught to the same body of water in which they were caught. 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 using the procedure for expulsion or suspension as set forth in the Amenity Rules.

## EXHIBIT 3

## RESOLUTION 2026-02

### **A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE GRAND HAVEN COMMUNITY DEVELOPMENT DISTRICT AMENDING THE DISTRICT'S CHAPTER VI RULES GOVER- NING THE DISTRICT'S SURFACE WATER MANAGEMENT SYSTEMS, DRAINAGE EASEMENTS, AND ENCROACHMENT ON DISTRICT-OWNED PROPERTY; AMENDING THE DISTRICT'S RULES, POLICIES AND FEES FOR ALL DISTRICT AND AMENITY FACILITIES TO CONFORM TO THE CHAPTER VI AMENDMENTS; PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the Grand Haven Community Development District ("District") has developed, owns, and maintains surface water management systems, drainage easements, retention ponds, wetlands and other property within the boundaries of the District; and

**WHEREAS**, the Board of Supervisors of the District (the "Board") has the right to adopt reasonable rules and regulations regarding the operation of its surface water management systems, drainage easements, retention ponds, wetlands and other property within the boundaries of the District; and

**WHEREAS**, the Board has previously adopted Chapter VI of its *Rules of the Grand Haven Community Development District* pertaining to and governing the operation of its surface water management systems, retention ponds and drainage easements within the boundaries of the District; and

**WHEREAS**, the Board finds that amendment of Chapter VI is necessary to provide for efficient and effective operations of the District's surface water management systems, retention ponds, drainage easements, wetlands and other property; and

**WHEREAS**, the Board finds that retention ponds owned and operated by the District provide important protections regarding flooding and water quality and that the intended and primary use of such retention ponds is to provide such protection; and

**WHEREAS**, the Board finds that fishing in the retention ponds is an activity that provides enjoyment to many residents and should be permitted consistent with the primary environmental function of the retention ponds; and

**WHEREAS**, the Board finds that large trees planted or maintained in close proximity to the surface water management system's components poses a threat to the function and integrity of the surface water management system, and the District is charged with the preservation and effective operation of such system; and

**WHEREAS**, the Board finds that the accumulation of vegetative debris in a manner that permits such debris to enter into the surface water management system poses a threat to the efficient operation of such system and should be restricted wherever possible; and

**WHEREAS**, the Board further finds that amendment of Chapter VI is necessary to address fishing in retention ponds, the planting and maintenance of large trees adjacent to the surface water management system components and the accumulation of debris in the stormwater systems; and

**WHEREAS**, the District is authorized by Sections 190.011(5), 190.012(3), 120.54 and 120.81, Florida Statutes (2025) to amend its rules and to enforce the provisions of this Resolution.

**WHEREAS**, the Board desires to amend Chapter VI and has conducted the required and duly noticed public hearing on same; and

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

1. Chapter VI of the ***Rules of the Grand Haven Community Development District*** 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 ***Rules, Policies and Fees for all District and Amenity Management Facilities*** are hereby amended as shown in the attached Exhibit "B" for the purposes of conformity with the amendments to Chapter VI, by removing the Fishing provisions from such rules in order that they might be codified in Chapter VI. [NOTE: Additions to text are indicated by underline; deletions by ~~strikeout~~].

3. The District's Manager and Attorney are authorized to take actions as reasonably necessary to effectuate the purposes of this Resolution.

4. This Resolution shall become effective upon its adoption.

**PASSED AND ADOPTED** this 15<sup>th</sup> day of January, 2026.

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Secretary/Assistant Secretary

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Chair/Vice Chair

## **Exhibit “A”**

## EXHIBIT 4



## Monthly Amenity Update

*Date of report 1-7-2025*

*Submitted by: John Lucansky*

### **December Events:**

- Holiday Tree lightning went very well
  - Over 300 attended
  - Eggnog was served to adults and hot chocolate for the children
  - The 2026 Tree Lighting event is already scheduled
- A Santa brunch will be added to 2026 calendar
- 5 neighborhood Christmas parties were held, attendance was down from the 2023 season
  - All parties have already booked for 2026
- Christmas Dinner night was held on 16<sup>th</sup> and very well attended.
  - Served 105 dinner specials
- Trivia, Bingo, and Name That Tune nights continue to be popular but attendance down for December due to the Holiday season

## **Amenities:**

- Tennis and pickleball play have increased due to the snowbirds being back and visiting family
- Croquet showing strong participation

## **Tiki Hut**

- Closed for the Winter season will reopen in Spring. Date TBD.

## **Tennis Courts:**

- New nets were installed on courts 5 & 6.
- Some windscreens are showing tearing and dry rot and will need replaced soon
- Clay was added to courts 1 and 2
- Courts are currently rolled twice a month as needed.

## **Bocce:**

- Bocce season ended in December
  - Participation is very strong
  - Bocce dinner is scheduled for January 22<sup>nd</sup> 2026

## **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 5

**GRAND HAVEN  
COMMUNITY DEVELOPMENT DISTRICT  
FY2025/2026 CAPITAL IMPROVEMENT PLAN PROJECT TRACKER  
01/06/2025**

Line	Description	Budgeted Cost	Variance (+/-)	Invoiced Amount	Final Cost	Comments/Notes	Completed
1	Gate & Gate Operator - Replacement	\$13,401		\$1,833		First order received 12/23/2025	
2	Concrete Curb and Gutter Replacement	\$60,000		\$3,779		In progress by CDD staff	
3	Concrete Replacement	\$20,000		\$5,765		In progress by CDD staff	
4	Repairs Prior to Roadwork	\$75,000					
5	Firewise Projects	\$57,758		\$24,200		In progress under the direction of the District Horticulturist	
6	Road Repairs	\$33,502					
7	Camera and DVR Replacement	\$12,061		\$8,100		First round installed 12/19/2025	
8	Storm Water Pipe Repairs & Replacements	\$200,000					
9	Pond Bank Erosion Issues	\$39,344				Proposal to be presented for Board approval on 01/15/26	
10	Tiki Hut Furniture	\$5,500				Evaluating options and requesting quotes from vendors	
11	Drinking Fountain, Outdoor - Clubhouse ((CAC))	\$1,801	-\$18	\$1,782	\$1,782	Completed 12/22/2025	x
12	Irrigation Pump/Motor, 50 Hp	\$56,861					
13	Lake Aerator (Annual)	\$40,228				Seeking proposals	
14	Landscape Enhancements-Annual Reinvestment	\$59,703		\$19,932		In progress under the direction of the District Horticulturist	
15	Monument and Mailbox Replacements	\$25,000		\$16,801		Mailboxes ordered for Pine Harbor Village	
16	Trellis, PT Wood - Clubhouse (CAC)	\$10,775					
17	Street Signs and Poles, Replacement	\$10,000		\$1,086		First round of signs received 1/6/2026	
18	Shelter Fabric, Recover - (VC) Tennis Court	\$1,493					
19	Roadway	\$145,600					
20	Pavers, Interlocking - Front St Esplanade Entrances (31)	\$60,001					
21	Meter/Breaker Box Repair & Replacement	\$23,000				Seeking proposals	
22	Tree Removal	\$84,000					
23	Pergola Reconstruction			\$171,592	\$17,159	Project scheduled to begin 01/26/26	
24	Callboxes			\$49,364	\$49,364	\$49,364 Final kiosk was installed on 11/04/25	x
25	Curb/Gutter Replacement (Cline)			\$45,573	\$45,573	\$45,573 Completed 11/10/25.	x
26							
27	<b>Totals:</b>	<b>\$1,035,027</b>		<b>\$266,511</b>	<b>\$195,374</b>	<b>\$96,720</b>	

## EXHIBIT 6



**Operations Manager's Report – For the Thursday January 15th, 2026, Board Meeting**

**(This Report Was Submitted for The Agenda On 01/06/2026)**

- **VILLAGE CENTER PERGOLA**
  - The pergola contract has been executed.
  - The deposit has been invoiced and paid.
  - The contractor has started the design phase of the project.
  - The contractor has provided a preliminary draft of the pergola design, and the Board has approved the preliminary draft.
  - We had two pre-construction onsite meetings with the contractor.
  - The project design has been completed and submitted to the building department for approval.
  - The building department has approved the design and released the permit to the contractor.
  - The Notice of Commencement has been signed.
  - The contractor has notified us regarding a start date of January 26, 2026. An Eblast will be sent out to notify the community prior to commencement of the project.
  - The contractor estimates a completion date of March 23, 2026.
  
- **MAILBOX REPLACEMENTS**
  - Two locations in Pine Harbor Village have been identified for mailbox replacements.
  - The new mailboxes have been ordered and will be 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.
- Florida Forestry Service was onsite 10/13/2025 and did an evaluation. We are waiting for a final report from them.
- Florida Forestry Service is scheduled to make a presentation at the January Regular Meeting.

## EXHIBIT 7

**CDD**  
**Project Status Report**

Capital / O&M	Project Title	Budget Amt	Contr Date	Sched Start Date	Act Start Date	Sched Comp Date	Cur % Comp	Amt Paid to Date	Act Com Date	Act Final Cost	Budget Var	Expl of Var
<b>O&amp;M</b>	Pergola Reconstruction	\$171,592	8/20/25	1/26/26		3/23/26		\$17,159				

Prepared by: Vanessa Stepniak, Operations Supervisor

Submitted on: 1/7/2026

## EXHIBIT 8

## **GRAND HAVEN MEETING ATTORNEY REPORT LIST (1/15/26)**

### **1. Golf Course**

This matter is ongoing, and any new information or updates will be provided

### **2. Stormwater Rule/ Fishing Language**

Notices have been provided and published for the rules hearing. A summary of the changes will be provided during the public hearing.

### **3. Hurricane Milton Reimbursements**

FEMA has made an initial closeout of the claim file from Hurricane Milton due to the lengthy time for settling the insurance on the pergola. I will discuss this and make a recommendation as to next steps for the Board to consider.

### **4. District Structure**

I am completing some information gathering on this topic based upon structure options in other CDD's and will report on this.

### **5. Attorney Fee Tracker**

**December, 2025 fees: \$10,985**

**Over/Under Budget: \$231.50 (year to date)**

## EXHIBIT 9

## GRAND HAVEN MEETING AGENDA MATRIX

<i>February, 2026</i>	<i>Workshop:</i> 2/5	<i>Presentations</i>	
		<i>Discussions</i> <ul style="list-style-type: none"><li>• 1. 10 Year Plan Updates</li><li>• 2. Pending Supervisor Led Projects</li></ul>	

## GRAND HAVEN MEETING AGENDA MATRIX

<i>February, 2026</i>	<i>Regular Meeting: 2/19</i>	<i><b>Presentations</b></i>
		<i><b>Staff Reports</b></i> <ul style="list-style-type: none"><li>• 1. District Engineer</li><li>• 2. District Counsel</li><li>• 3. District Manager</li></ul>
		<i><b>Consent Agenda Items</b></i> <ul style="list-style-type: none"><li>• 1. Meeting Minutes—1/15/2025 Regular Meeting</li><li>• 2. Unaudited Financials<ul style="list-style-type: none"><li>○ 2a. December 2025</li><li>○ 2b. January 2026</li></ul></li></ul>
		<i><b>Business Items</b></i>
		<i><b>Discussions</b></i> <ul style="list-style-type: none"><li>• 1. 10 Year Plan Updates</li><li>• 2. Pending Supervisor Led Projects</li></ul>

## GRAND HAVEN MEETING AGENDA MATRIX

<i>March, 2026</i>	<i>Regular Meeting: 2/19</i>	<i><b>Presentations</b></i>	
		<i><b>Staff Reports</b></i> <ul style="list-style-type: none"><li>• 1. District Engineer</li><li>• 2. District Counsel</li><li>• 3. District Manager</li></ul> <i><b>Consent Agenda Items</b></i> <ul style="list-style-type: none"><li>• 1. Meeting Minutes<ul style="list-style-type: none"><li>◦ 2/5/2025 Workshop</li><li>◦ 2/19/2025 Regular Meeting</li></ul></li><li>• 2. Unaudited Financials—February 2026</li></ul> <i><b>Business Items</b></i> <i><b>Discussions</b></i> <ul style="list-style-type: none"><li>• 1. 10 Year Plan Updates</li><li>• 2. Pending Supervisor Led Projects</li></ul>	

## GRAND HAVEN MEETING AGENDA MATRIX

<b>Unscheduled Items</b>	<b>Future Workshop Issues:</b> <ul style="list-style-type: none"><li>1. Future of Amenities Discussion</li><li>2. 10-year Landscape Enhancements (Louise)</li><li>3. Budget Reduction Suggestion by Residents</li><li>4. Presentation by Amenity Manager on Future Amenity Ideas</li><li>5. Framework for Sports Professional</li><li>6. Bullet Point Guidelines for Residents to Follow Regarding Pond Bank Matters</li><li>7. Ability to do Word Search for Certain Documents (Minutes and Resolutions)</li></ul> <b>Future Meeting Issues:</b> <ul style="list-style-type: none"><li>1. 10-Year Plan Presentation to Residents</li><li>2. MBS Capital Markets LLC (Bond Underwriter)</li></ul>	<ul style="list-style-type: none"><li>1. 11/6/2025 meeting request from Dr. Merrill</li><li>2. 11/6/2025 meeting request from Dr. Merrill</li><li>5. John Lucansky to provide suggested framework</li><li>6. 9/19/2024 Meeting: Louise to research and provide guidelines (bullet point fashion)</li><li>7. Vanessa and David to work on this together—will involve Celera</li></ul>
	<b>SUBJECT</b>	

## GRAND HAVEN MEETING AGENDA MATRIX

		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>• Completed</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>• <b>Ongoing</b></li> </ul>
Parcel next to Golf Course (Easement) (FY 23-FY 24 Goal)		<ul style="list-style-type: none"> <li>• <b>Ongoing</b></li> </ul>
Banking Oversight (FY 23-FY 24 Goal)		<ul style="list-style-type: none"> <li>• <b>Ongoing</b></li> </ul>
Oak Tree Management (FY 23-FY 24 Goal)		<ul style="list-style-type: none"> <li>• <b>Ongoing</b></li> </ul>
Dog Park (FY 23-FY 24 Goal)		<ul style="list-style-type: none"> <li>• Minimal upgrades: (10/19/2023 Meeting);--<b>Pending Further Discussion by Board</b></li> </ul>
Review/revise employee benefit program (FY 25-FY 26 Goal)		<ul style="list-style-type: none"> <li>• <b>Underway</b>--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>• <b>Underway</b></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>• <b>Underway (FFG)</b></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>• <b>Underway</b></li> </ul>

## EXHIBIT 10

Date of Action Item	Action Item	Status
	<b>DISTRICT MANGER SECTION</b>	
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	Done
XXXXXX XXXX	XXXXXXXXXXXXXXXXXXXX XXXXXXX	XXXXXXXXXXXXXXXXXXXX XXXXXX
	<b>OPERATIONS MANAGER/OPERATIONS 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”	
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	Done
2/20/2025	Louise to start to prioritize what Oak Trees need to be removed	Done
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	Done
7/17/2025	OM to transfer road signage to Waterside Parkway (for Waterside/Sandpiper/Marlin intersection	Done
8/21/2025	OM to call sound reduction expert regarding noise abatement possibilities for Waterside Café	
9/18/2025	OS (Louise) to obtain estimates for dog park improvements from VerdeGo	Done

10/16/2025	OM/OS: Provide recommendations for signage and communication on ponds allowing fishing/no fishing (for 11/6 meeting)	Done
10/16/2025	OM/OS/Amenity Mgr.: Provide recommendations to address the parking issues recently seen (for 11/6 meeting)	Done
10/16/2025	OM/OS: Ask Pratt Guy how long City of Palm Coast estimates permitting review will take	
10/16/2025	OS: Send E-Blast in May. 2026 regarding qualifying for Board seat during June qualifying period with Supervisor of Elections	
10/16/2025	OM: Check drainage pipe at entry of Wild Oaks (right side) to make sure it is functioning correctly	
10/16/2025	OS: Check internet connection at Village Center	Done
11/6/2025	OM to provide updated amounts for paver/sidewalk damage at golf course	
11/6/2025	OM to provide pricing for in-house vs. hiring outside vendor for dog park drainage project	
11/6/2025	OS/Amenity Manager to send out E-Blasts about parking at Village Center	
11/6/2025	OS (Louise ) to provide 10-year landscape enhancement plan	
12/4/2025	OM to speak with DC regarding leaf pick up restraints	
12/4/2025	OM to obtain proposal for purchase of leaf pick up vehicle and proposal for vendor for leaf pick up	

12/4/2025	OM to work with DE on paving proposals for FY 26	
12/4/2025	OS to work with FFG on Zero Based Budgeting for Contract Tracking and Updates	Underway
XXXXXXXXXXXX XXXX	XXXXXXXXXXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX
		XXXXXX
	<b>DISTRICT ENGINEER SECTION</b>	
11/6/2025	DE to provide proposal for Dog Park Drainage Plan Design	12/4/2025: Board voted for DE to stop work on this proposal (if not already done)
XXXXXXXXXXXX XXXX	XXXXXXXXXXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX
	XXXXXX	XXXXXX
	<b>BOARD SECTION</b>	
3/21/2024	Dr. Merrill (in conjunction with DC when needed) to see about future plans for Escalante	Underway
12/4/2025	Supervisor Chism to provide list of action items from FFG on Zero Based Budgeting	
XXXXXXXXXXXX XXXX	XXXXXXXXXXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXX
	XXXXXX	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	On hold

	things she has done (and costs incurred) due to the lack of following BMPs.	

## EXHIBIT 11

*Grand Haven  
Community Development District*

*Financial Statements  
(Unaudited)*

*September 30, 2025*



**Grand Haven CDD**  
**Balance Sheet**  
**September 30, 2025**

	<b>General Fund</b>	<b>Special Revenue Fund</b>	<b>Total</b>
<b>1 Assets:</b>			
2 BankUnited - Operating	\$ 241,641	\$ -	\$ 241,641
3 Valley National Bank - Operating	1,430,021	-	1,430,021
4 Truist - Operating	7,782	-	7,782
5 SBA 161601A	8,176	-	8,176
6 BankUnited - Savings	2,445,894	-	2,445,894
7 Interest Receivable	12,839		
8 Accounts Receivable	3,481	-	3,481
9 Assessments Receivable	2,701	590	3,290
10 Due From Other	-	1,328,363	1,328,363
11 Deposits	110	-	110
12 Prepaid Items	17,468	-	17,468
<b>13 Total Assets</b>	<b>\$ 4,170,112</b>	<b>\$ 1,328,953</b>	<b>\$ 5,486,226</b>
<b>14 Liabilities:</b>			
15 Accounts Payable	\$ 138,159	\$ (119)	138,040
16 Deferred Revenue	2,701	590	3,290
17 Due to Other	1,328,363	-	1,328,363
<b>18 Total Liabilities</b>	<b>1,469,223</b>	<b>471</b>	<b>1,469,694</b>
<b>19 Fund Balance:</b>			
20 Non-Spendable:			
21 Prepaid & Deposits	17,578	-	17,578
22 Assigned:			
23 Operating Capital	755,668	-	755,668
24 Disaster *	803,419	-	803,419
25 Unassigned	1,124,223	1,328,482	2,452,705
<b>26 Total Fund Balance</b>	<b>2,700,888</b>	<b>1,328,482</b>	<b>4,029,371</b>
<b>27 Total Liabilities &amp; Fund Balance</b>	<b>\$ 4,170,112</b>	<b>\$ 1,328,953</b>	<b>\$ 5,499,065</b>

\* \$158,810 (Hurricane Ian) and \$225,603 (Hurricane Milton)

## Grand Haven CDD

### General Fund

#### Statement of Revenues, Expenditures and Changes in Fund Balance For the period from October 1, 2024 to September 30, 2025

	FY 2025 Adopted Budget	FY 2025 Month of September	FY 2025 Actual Year-to-Date	Over (Under) Amt to FY Annual Budget	% of Budget
<b>1 REVENUES</b>					
<b>2 Assessments Levied</b>					
3 Assessment Levy - General Fund	\$ 4,316,689	\$ -	4,343,318	\$ 26,629	101%
4 Assessment Levy - Lavista Landscape	25,852	-	26,028	176	101%
5 Assessment Levy - Escalante	2,831	-	2,850	19	101%
<b>6 Additional Revenues</b>					
7 Reuse Water	23,000	3,572	32,297	9,297	140%
8 Gate & Amenity Guest	9,000	947	19,142	10,142	213%
9 Tennis	500	115	2,009	1,509	402%
10 Room Rental & Rec Center Fee	2,000	887	1,037	(963)	52%
11 Interest - Investments	30,000	7,271	187,614	157,614	625%
12 Miscellaneous	-	44	1,787	1,787	-
13 Insurance Proceeds	-	2,336	2,336	2,336	-
14 Fund Balance Forward	<u>124,136</u>	<u>-</u>	<u>-</u>	<u>(124,136)</u>	<u>0%</u>
<b>15 TOTAL REVENUES</b>	<b><u>\$ 4,534,008</u></b>	<b><u>\$ 15,171</u></b>	<b><u>4,618,416</u></b>	<b><u>\$ 84,408</u></b>	<b><u>102%</u></b>
<b>16 EXPENDITURES</b>					
<b>17 ADMINISTRATIVE</b>					
18 Supervisors - Regular Meetings	\$ 12,000	\$ 800	\$ 11,800	\$ (200)	98%
19 Supervisors - Workshops	9,000	1,000	6,800	(2,200)	76%
20 District Management	44,413	3,701	46,032	1,619	104%
21 Administrative	11,806	984	11,806	(0)	100%
22 Accounting	24,378	2,032	24,378	-	100%
23 Assessment Roll Preparation	10,727	894	10,727	0	100%
24 Office Supplies	1,180	-	-	(1,180)	0%
25 Postage	3,539	-	3,799	260	107%
26 Audit	4,400	-	4,400	-	100%
27 Legal - General Counsel	114,067	12,050	137,428	23,361	120%
28 Engineering	42,800	-	60,144	17,344	141%
29 Legal Advertising	6,134	110	2,588	(3,546)	42%
30 Bank Fees	1,770	-	1,024	(746)	58%
31 Dues & Licenses	206	-	175	(31)	85%
32 Property Taxes	2,831	-	2,842	11	100%
33 Reserve Study	-	-	11,100	11,100	-
34 Contingency	25,000	612	10,511	(14,489)	42%
<b>35 TOTAL ADMINISTRATIVE</b>	<b><u>314,251</u></b>	<b><u>22,182</u></b>	<b><u>345,553</u></b>	<b><u>31,302</u></b>	<b><u>110%</u></b>
<b>36 INFORMATION &amp; TECHNOLOGY</b>					
37 IT Support	35,890	2,549	30,289	(5,601)	84%
38 Village Center & Creekside Telephone/Fax	7,906	551	10,640	2,734	135%
39 Village Center & Creekside Cable/Internet	14,445	1,603	18,015	3,570	125%
40 Wi-Fi for Gates/Hot Spots	30,745	2,330	28,508	(2,237)	93%
41 Cell Phones	8,390	472	5,800	(2,590)	69%
42 Website Hosting & Development	1,787	-	-	(1,787)	0%
43 ADA Website Compliance	248	-	2,104	1,856	848%
44 Communications: E-Blast	590	62	696	106	118%
<b>45 TOTAL INFORMATION &amp; TECHNOLOGY</b>	<b><u>100,001</u></b>	<b><u>7,567</u></b>	<b><u>96,052</u></b>	<b><u>(3,949)</u></b>	<b><u>96%</u></b>
<b>46 INSURANCE</b>					
47 Insurance	195,514	-	167,394	(28,120)	86%
<b>48 TOTAL INSURANCE</b>	<b><u>195,514</u></b>	<b><u>-</u></b>	<b><u>167,394</u></b>	<b><u>(28,120)</u></b>	<b><u>86%</u></b>
<b>49 UTILITIES</b>					
50 Electric:					
51 Electric Services - #12316, 85596, 65378	8,939	1,107	10,549	1,610	118%

**Grand Haven CDD**  
**General Fund**  
**Statement of Revenues, Expenditures and Changes in Fund Balance**  
**For the period from October 1, 2024 to September 30, 2025**

		<b>FY 2025 Adopted Budget</b>	<b>FY 2025 Month of September</b>	<b>FY 2025 Actual Year-to-Date</b>	<b>Over (Under) Amt to FY Annual Budget</b>	<b>% of Budget</b>
52	Electric - Village Center #18308	41,718	3,506	28,966	(12,752)	69%
53	Electric - Creekside #87064, 70333	29,924	1,690	22,195	(7,729)	74%
54	Streetlights	30,307	2,208	26,459	(3,848)	87%
55	Propane - Spas/Café	32,911	2,246	39,973	7,062	121%
56	Garbage - Amenity Facilities	17,931	1,680	19,536	1,605	109%
57	Water/Sewer:					
58	Water Services	151,744	14,553	261,657	109,913	172%
59	Water - Village Center #324043-44997	21,776	1,258	18,399	(3,377)	84%
60	Water - Creekside #324043-45080	9,277	752	13,354	4,077	144%
61	Pump House Shared Facility	5,473	-	7,761	2,288	142%
62	<b>TOTAL UTILITIES</b>	<b>350,000</b>	<b>28,999</b>	<b>448,849</b>	<b>98,849</b>	<b>128%</b>
63	<b>FIELD OPERATIONS</b>					
64	Stormwater System:					
65	Aquatic Contract	63,600	4,782	57,387	(6,213)	90%
66	Aquatic Contract - Lake Watch	5,350	-	2,455	(2,895)	46%
67	Aquatic Contract - Aeration Maintenance	4,719	-	1,289	(3,430)	27%
68	Lake Bank Spraying	7,161	-	-	(7,161)	0%
69	Stormwater system repairs & maintenance	17,199	-	7,449	(9,750)	43%
70	Property Maintenance:					
71	Horticultural Consultant	11,325	900	12,000	675	106%
72	Landscape Repairs & Replacement	47,144	571	35,409	(11,736)	75%
73	Landscape Maintenance - Contracted Services - VerdeGo	697,155	56,404	676,849	(20,306)	97%
74	Landscape Maintenance - Yellowstone	75,900	5,923	70,208	(5,693)	93%
75	Tree Maintenance - Oak Tree Pruning	49,280	-	46,400	(2,880)	94%
76	Lavista Landscape Restoration	25,852	-	-	(25,852)	0%
77	Optional Flower Rotation	25,000	-	-	(25,000)	0%
78	Dog Park Maintenance	10,000	-	4,200	(5,800)	42%
79	Irrigation Repairs & Replacement	40,000	2,415	39,573	(427)	99%
80	Streetlight Maintenance	10,089	32	5,879	(4,210)	58%
81	Vehicle Repairs & Maintenance	17,056	1,292	26,375	9,319	155%
82	Office Supplies - Field Operations	16,515	465	9,437	(7,078)	57%
83	Holiday Lights	10,617	-	4,583	(6,034)	43%
84	CERT Operations	500	-	585	85	117%
85	Community Maintenance	153,700	2,551	114,270	(39,430)	74%
86	Storm Clean-Up	30,672	-	225,603	194,931	736%
87	<b>TOTAL FIELD OPERATIONS</b>	<b>1,318,834</b>	<b>75,334</b>	<b>1,339,951</b>	<b>21,117</b>	<b>102%</b>
88	<b>STAFF SUPPORT</b>					
89	Payroll	742,000	54,565	690,615	(51,385)	93%
90	Merit Pay/Bonus	45,000	2,085	33,809	(11,191)	75%
91	Payroll Taxes	53,000	4,343	61,564	8,564	116%
92	Health Insurance	137,238	-	113,959	(23,279)	83%
93	Insurance - Workers' Compensation	20,000	-	13,543	(6,457)	68%
94	Payroll Services	6,250	358	10,848	4,598	174%
95	Mileage Reimbursement	8,000	300	4,331	(3,669)	54%
96	<b>TOTAL STAFF SUPPORT</b>	<b>1,011,488</b>	<b>61,651</b>	<b>928,670</b>	<b>(82,818)</b>	<b>92%</b>
97	<b>AMENITY OPERATIONS</b>					
98	Amenity Management	700,000	58,214	698,572	(1,428)	100%
99	A/C Maintenance & Service	21,982	75	5,800	(16,183)	26%
100	Fitness Equipment Service	3,651	-	1,450	(2,201)	40%
101	Music Licensing	4,280	-	4,450	170	104%
102	Pool/Spa Permits	1,032	-	896	(136)	87%
103	Pool Chemicals	26,585	1,979	40,927	14,342	154%

**Grand Haven CDD**  
**General Fund**  
**Statement of Revenues, Expenditures and Changes in Fund Balance**  
**For the period from October 1, 2024 to September 30, 2025**

		<b>FY 2025 Adopted Budget</b>	<b>FY 2025 Month of September</b>	<b>FY 2025 Actual Year-to-Date</b>	<b>Over (Under) Amt to FY Annual Budget</b>	<b>% of Budget</b>
104	Pest Control	2,663	644	3,024	361	114%
105	Amenity Maintenance	157,500	5,871	222,554	65,054	141%
106	Special Events	16,278	300	7,839	(8,439)	48%
107	<b>TOTAL AMENITY OPERATIONS</b>	<b>933,971</b>	<b>67,084</b>	<b>985,511</b>	<b>51,540</b>	<b>106%</b>
108	<b>SECURITY</b>					
109	Gate Access Control Staffing	228,149	16,210	208,072	(20,077)	91%
110	Additional Guards	7,000	-	468	(6,532)	7%
111	Guardhouse Facility Maintenance	26,750	3,409	21,390	(5,360)	80%
112	Gate Communication Devices	11,041	130	10,339	(702)	94%
113	Gate Operating Supplies	30,000	2,136	10,772	(19,228)	36%
114	Fire & Security System	7,009	109	3,214	(3,795)	46%
115	<b>TOTAL SECURITY</b>	<b>309,949</b>	<b>21,995</b>	<b>254,255</b>	<b>(55,694)</b>	<b>82%</b>
116	<b>TOTAL EXPENDITURES</b>	<b>\$ 4,534,008</b>	<b>\$ 284,812</b>	<b>4,566,235</b>	<b>\$ 32,227</b>	<b>101%</b>
117	<b>REVENUES OVER (UNDER) EXPENDITURES</b>	<b>-</b>	<b>(269,641)</b>	<b>52,181</b>	<b>52,181</b>	
118	<b>OTHER FINANCING SOURCES (USES)</b>					
119	Transfer In	-	-	-	-	-
120	Transfer Out	-	-	-	-	-
121	<b>TOTAL OTHER FINANCING SOURCES (USES)</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	
122	<b>NET CHANGE IN FUND BALANCE</b>	<b>-</b>	<b>(269,641)</b>	<b>52,181</b>	<b>52,181</b>	
123	Fund Balance - Beginning	2,355,871		2,648,707	292,837	
124	Fund Balance Forward	(124,136)		-	124,136	
125	<b>FUND BALANCE - ENDING - PROJECTED</b>	<b>\$ 2,231,735</b>		<b>2,700,888</b>	<b>\$ 469,154</b>	

**Grand Haven CDD**

**Capital Reserve Fund**

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

**For the period from October 1, 2024 to September 30, 2025**

	<b>FY 2025 Adopted Budget</b>	<b>FY 2025 Month of September</b>	<b>FY 2025 Actual Year-to-Date</b>	<b>Over (Under) Amt to FY Annual Budget</b>	<b>% of Budget</b>
<b>1 REVENUES</b>					
2 Assessments Levied (Net)	\$ 948,714	\$ -	\$ 954,570	\$ 5,856	101%
3 Interest	-	-	-	-	-
4 Insurance Proceeds	-	148,674	148,674	148,674	148,674
5 Fund Balance Forward	878,216	-	-	(878,216)	-
<b>6 TOTAL REVENUES</b>	<b>1,826,930</b>	<b>148,674</b>	<b>1,103,244</b>	<b>(723,686)</b>	<b>60%</b>
<b>7 EXPENDITURES</b>					
8 Capital Improvement Plan (CIP)	1,826,930	116,966	1,666,105	(160,825)	91%
<b>9 TOTAL EXPENDITURES</b>	<b>\$ 1,826,930</b>	<b>\$ 116,966</b>	<b>\$ 1,666,105</b>	<b>\$ (160,825)</b>	<b>91%</b>
<b>10 REVENUES OVER (UNDER) EXPENDITURES</b>	<b>-</b>	<b>31,708</b>	<b>(562,861)</b>	<b>(562,861)</b>	
<b>11 OTHER FINANCING SOURCES (USES)</b>					
12 Transfer In	-	-	-	-	-
13 Transfer Out	-	-	-	-	-
<b>14 TOTAL OTHER FINANCING SOURCES (USES)</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>15 NET CHANGE IN FUND BALANCE</b>	<b>-</b>	<b>31,708</b>	<b>(562,861)</b>	<b>(562,861)</b>	
16 Fund Balance - Beginning	1,616,939	-	1,891,343	274,404	-
17 Fund Balance Forward	(878,216)	-	-	-	-
<b>18 FUND BALANCE - ENDING - PROJECTED</b>	<b>\$ 738,723</b>		<b>\$ 1,328,482</b>	<b>\$ 589,759</b>	

## EXHIBIT 12

*Grand Haven  
Community Development District*

*Financial Statements  
(Unaudited)*

*November 30, 2025*



**Grand Haven CDD**  
**Balance Sheet**  
**November 30, 2025**

	<b>General Fund</b>	<b>Special Revenue Fund</b>	<b>Total</b>
<b>1 Assets:</b>			
2 BankUnited - Operating	\$ 2,188	\$ -	\$ 2,188
3 Valley National Bank - Operating	4,338,749	-	4,338,749
4 Truist - Operating	9,119	-	9,119
5 SBA 161601A	8,233	-	8,233
6 Interest Receivable	21,495	-	21,495
7 Accounts Receivable	8,314	-	8,314
8 Assessments Receivable	3,682,866	807,787	4,490,653
9 Due From Other Funds	-	1,418,794	1,418,794
10 Deposits	110	-	110
11 Prepaid Items	17,468	-	17,468
<b>12 Total Assets</b>	<b>\$ 8,088,543</b>	<b>\$ 2,226,581</b>	<b>\$ 10,315,124</b>
<b>13 Liabilities:</b>			
14 Accounts Payable	\$ 112,565	\$ (119)	\$ 112,446
15 Deferred Revenue	3,682,866	807,787	4,490,653
16 Due to Other Funds	1,418,794	-	1,418,794
<b>17 Total Liabilities</b>	<b>5,214,226</b>	<b>807,668</b>	<b>6,021,894</b>
<b>18 Fund Balance:</b>			
19 Non-Spendable:			
20 Prepaid & Deposits	17,578		17,578
21 Assigned:			
22 Operating Capital	-	-	-
23 Disaster *	-	-	-
24 Unassigned	2,856,738	1,418,913	4,275,651
<b>25 Total Fund Balance</b>	<b>2,874,317</b>	<b>1,418,913</b>	<b>4,293,230</b>
<b>26 Total Liabilities &amp; Fund Balance</b>	<b>\$ 8,088,543</b>	<b>\$ 2,226,581</b>	<b>\$ 10,315,124</b>

\* \$158,810 (Hurricane Ian) and \$223,884 (Hurricane Milton)

**Grand Haven CDD**  
**General Fund**  
**Statement of Revenues, Expenditures and Changes in Fund Balance**  
**For the period from October 1, 2025 to November 30, 2025**

	<b>FY 2026 Adopted Budget</b>	<b>FY 2026 Month of November</b>	<b>FY 2026 Actual Year-to-Date</b>	<b>Over (Under) Amt to FY Annual Budget</b>	<b>% of Budget</b>
<b>1 REVENUES</b>					
<b>2 Assessments Levied</b>					
3 Assessment Levy - General Fund	4,642,810	\$ -	965,467	\$ (3,677,343)	21%
4 Assessment Levy - Lavista Landscape	4,000	-	832	(3,168)	21%
5 Assessment Levy - Escalante	2,973	-	618	(2,355)	21%
<b>6 Additional Revenues</b>					
7 Reuse Water	23,000	2,479	5,010	(17,990)	22%
8 Gate & Amenity Guest	9,000	1,339	2,179	(6,821)	24%
9 Tennis	500	71	208	(292)	42%
10 Room Rental & Rec Center Fee	2,000	400	597	(1,403)	30%
11 Interest - Investments	150,000	7,364	21,576	(128,424)	14%
12 Miscellaneous	-	56	104	104	-
<b>13 TOTAL REVENUES</b>	<b>4,834,283</b>	<b>11,709</b>	<b>996,591</b>	<b>(3,837,692)</b>	<b>21%</b>
<b>14 EXPENDITURES</b>					
<b>15 ADMINISTRATIVE</b>					
16 Supervisors - Regular Meetings	12,000	-	2,000	(10,000)	17%
17 Supervisors - Workshops	9,000	-	-	(9,000)	0%
18 District Management	46,634	-	7,772	(38,862)	17%
19 Administrative	12,396	-	2,066	(10,330)	17%
20 Accounting	25,597	-	4,266	(21,330)	17%
21 Assessment Roll Preparation	11,264	-	1,877	(9,386)	17%
22 Office Supplies	1,180	-	-	(1,180)	0%
23 Postage	4,104	-	75	(4,030)	2%
24 Audit	4,500	-	-	(4,500)	0%
25 Legal - General Counsel	170,000	-	14,348	(155,653)	8%
26 Engineering	45,796	-	1,916	(43,880)	4%
27 Engineering - Stormwater Analysis	5,000				
28 Legal Advertising	5,000	-	193	(4,808)	4%
29 Bank Fees	1,858	-	-	(1,858)	0%
30 Dues & Licenses	175	-	175	-	100%
31 Property Taxes	2,973	-	2,553	(420)	86%
32 Contingency	96,160	-	75	(96,085)	0%
<b>33 TOTAL ADMINISTRATIVE</b>	<b>453,636</b>	<b>-</b>	<b>37,316</b>	<b>(411,320)</b>	<b>8%</b>
<b>34 INFORMATION &amp; TECHNOLOGY</b>					
35 IT Support	31,500	2,549	5,098	(26,402)	16%
36 Village Center & Creekside Telephone/Fax	8,459	811	1,070	(7,389)	13%
37 Village Center & Creekside Cable/Internet	17,200	1,603	3,205	(13,995)	19%
38 Wi-Fi for Gates/Hot Spots	32,897	1,378	3,456	(29,441)	11%
39 Cell Phones	8,977	440	881	(8,096)	10%
40 Website Hosting & Development	1,912	-	-	(1,912)	0%
41 ADA Website Compliance	1,500	379	379	(1,121)	25%
42 Communications: E-Blast	631	-	62	(569)	10%
<b>43 TOTAL INFORMATION &amp; TECHNOLOGY</b>	<b>103,077</b>	<b>7,160</b>	<b>14,151</b>	<b>(88,925)</b>	<b>14%</b>
<b>44 INSURANCE</b>					
45 Insurance	142,000	141,910	141,910	(90)	100%
<b>46 TOTAL INSURANCE</b>	<b>142,000</b>	<b>141,910</b>	<b>141,910</b>	<b>(90)</b>	<b>100%</b>
<b>47 UTILITIES</b>					
48 Electric:					
49 Electric Services - #12316, 85596, 65378	9,564	1,034	1,819	(7,745)	19%
50 Electric - Village Center #18308	44,638	3,232	5,874	(38,764)	13%
51 Electric - Creekside #87064, 70333	32,019	1,547	3,170	(28,849)	10%

**Grand Haven CDD**  
**General Fund**  
**Statement of Revenues, Expenditures and Changes in Fund Balance**  
**For the period from October 1, 2025 to November 30, 2025**

		<b>FY 2026 Adopted Budget</b>	<b>FY 2026 Month of November</b>	<b>FY 2026 Actual Year-to-Date</b>	<b>Over (Under) Amt to FY Annual Budget</b>	<b>% of Budget</b>
52	Streetlights	32,429	2,288	4,507	(27,921)	14%
53	Propane - Spas/Café	60,000	3,259	7,130	(52,870)	12%
54	Garbage - Amenity Facilities	19,186	1,754	3,310	(15,876)	17%
55	Water/Sewer:					
56	Water Services	180,000	16,943	37,513	(142,487)	21%
57	Water - Village Center #324043-44997	25,000	1,379	3,142	(21,858)	13%
58	Water - Creekside #324043-45080	14,000	848	1,726	(12,274)	12%
59	Pump House Shared Facility	10,000	1,958	5,703	(4,297)	57%
60	<b>TOTAL UTILITIES</b>	<b>426,836</b>	<b>34,243</b>	<b>73,895</b>	<b>(352,941)</b>	<b>17%</b>
61	<b>FIELD OPERATIONS</b>					
62	Stormwater System:					
63	Aquatic Contract	68,052	-	9,851	(58,201)	14%
64	Aquatic Contract - Lake Watch	7,663	-	-	(7,663)	0%
65	Aquatic Contract - Aeration Maintenance	5,049	-	644	(4,405)	13%
66	Stormwater system repairs & maintenance	18,403	-	-	(18,403)	0%
67	Property Maintenance:					
68	Horticultural Consultant	12,118	1,500	2,400	(9,718)	20%
69	Landscape Repairs & Replacement	50,444	-	3,165	(47,279)	6%
70	Landscape Maintenance - Contracted Services - VerdeGo	718,070	56,404	112,808	(605,262)	16%
71	Landscape Maintenance - Yellowstone	79,695	5,923	11,845	(67,850)	15%
72	Tree Maintenance - Oak Tree Pruning	52,730	19,200	22,400	(30,330)	42%
73	Lavista Landscape Restoration	4,000	-	-	(4,000)	0%
74	Optional Flower Rotation	26,750	-	-	(26,750)	0%
75	Irrigation Repairs & Replacement	42,800	1,029	2,551	(40,249)	6%
76	Streetlight Maintenance	10,795	2,233	2,264	(8,531)	21%
77	Vehicle Repairs & Maintenance	18,249	467	1,926	(16,323)	11%
78	Office Supplies - Field Operations	17,672	491	1,570	(16,102)	9%
79	Holiday Lights	6,000	940	1,039	(4,961)	17%
80	CERT Operations	535	-	173	(362)	32%
81	Community Maintenance	150,000	9,362	15,445	(134,555)	10%
82	Storm Clean-Up	32,819	-	-	(32,819)	0%
83	<b>TOTAL FIELD OPERATIONS</b>	<b>1,321,843</b>	<b>97,548</b>	<b>188,082</b>	<b>(1,133,761)</b>	<b>14%</b>
84	<b>STAFF SUPPORT</b>					
85	Payroll Expense	785,000		125,723	(659,277)	16%
86	Merit Pay/Bonus	45,000		-	(45,000)	0%
87	Payroll Taxes	63,100		17,497	(45,603)	28%
88	Employee Insurance	111,000		15,283	(95,717)	14%
89	Insurance - Workers' Compensation	30,000		6,628	(23,372)	22%
90	Payroll & People Services	34,000		4,008	(29,992)	12%
91	Mileage Reimbursement	8,000		721	(7,279)	9%
92	<b>TOTAL STAFF SUPPORT</b>	<b>1,076,100</b>	-	<b>169,859</b>	<b>(906,241)</b>	<b>16%</b>
93	<b>AMENITY OPERATIONS</b>					
94	Amenity Management	735,000	60,890	121,780	(613,220)	17%
95	A/C Maintenance & Service	23,521	3,189	3,189	(20,332)	14%
96	Fitness Equipment Service	3,400	-	425	(2,975)	13%
97	Music Licensing	4,580	2,207	2,207	(2,373)	48%
98	Pool/Spa Permits	1,104	-	-	(1,104)	0%
99	Pool Chemicals	28,446	3,911	7,822	(20,624)	27%
100	Pest Control	2,850	525	700	(2,149)	25%
101	Amenity Maintenance	168,525	11,314	24,023	(144,502)	14%
102	Special Events	17,418	510	2,860	(14,558)	16%
103	<b>TOTAL AMENITY OPERATIONS</b>	<b>984,843</b>	<b>82,546</b>	<b>163,005</b>	<b>(821,838)</b>	<b>17%</b>

**Grand Haven CDD**  
**General Fund**  
**Statement of Revenues, Expenditures and Changes in Fund Balance**  
**For the period from October 1, 2025 to November 30, 2025**

	FY 2026 Adopted Budget	FY 2026 Month of November	FY 2026 Actual Year-to-Date	Over (Under) Amt to FY Annual Budget	% of Budget
<b>104 SECURITY</b>					
105 Gate Access Control Staffing	239,556	16,060	32,196	(207,361)	13%
106 Additional Guards	7,490	-	786	(6,704)	11%
107 Guardhouse Facility Maintenance	28,088	123	1,267	(26,821)	5%
108 Gate Communication Devices	11,814	-	-	(11,814)	0%
109 Gate Operating Supplies	31,500	161	2,102	(29,398)	7%
110 Fire & Security System	7,500	348	1,294	(6,206)	17%
<b>111 TOTAL SECURITY</b>	<b>325,947</b>	<b>16,692</b>	<b>37,644</b>	<b>(288,303)</b>	<b>12%</b>
<b>112 TOTAL EXPENDITURES</b>	<b>\$ 4,834,283</b>	<b>\$ 380,098</b>	<b>\$ 825,863</b>	<b>\$ (4,003,419)</b>	<b>17%</b>
<b>113 REVENUES OVER (UNDER) EXPENDITURES</b>	<b>-</b>	<b>(368,389)</b>	<b>170,728</b>	<b>165,728</b>	
<b>114 OTHER FINANCING SOURCES (USES)</b>					
115 Transfer In	-	-	-	-	-
116 Transfer Out	-	-	-	-	-
<b>117 TOTAL OTHER FINANCING SOURCES (USES)</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>118 NET CHANGE IN FUND BALANCE</b>	<b>-</b>	<b>(368,389)</b>	<b>170,728</b>	<b>165,728</b>	
119 Fund Balance - Beginning				2,703,589	2,703,589
120 Fund Balance Forward				-	-
<b>121 FUND BALANCE - ENDING - PROJECTED</b>	<b>\$ -</b>		<b>\$ 2,874,317</b>	<b>\$ 2,869,317</b>	

**Grand Haven CDD**  
**Capital Reserve Fund**  
**Statement of Revenues, Expenditures, and Changes in Fund Balance**  
**For the period from October 1, 2025 to November 30, 2025**

	<b>FY 2026 Adopted Budget</b>	<b>FY 2026 Month of November</b>	<b>FY 2026 Actual Year-to-Date</b>	<b>Over (Under) Amt to FY Annual Budget</b>	<b>% of Budget</b>
<b>1 REVENUES</b>					
2 Assessments Levied (Net)	\$ 1,019,867	\$ -	\$ 212,080	\$ (807,787)	21%
3 Interest	-	-	-	-	-
4 Insurance Proceeds	-	-	-	-	-
5 Fund Balance Forward	15,159	-	-	(15,159)	-
<b>6 TOTAL REVENUES</b>	<b>1,035,026</b>	<b>-</b>	<b>212,080</b>	<b>(822,946)</b>	<b>20%</b>
<b>7 EXPENDITURES</b>					
8 Capital Improvement Plan (CIP)	1,035,027	17,528	122,239	(912,788)	12%
<b>9 TOTAL EXPENDITURES</b>	<b>\$ 1,035,027</b>	<b>\$ 17,528</b>	<b>\$ 122,239</b>	<b>\$ (912,788)</b>	<b>12%</b>
<b>10 REVENUES OVER (UNDER) EXPENDITURES</b>	<b>(1)</b>	<b>(17,528)</b>	<b>89,841</b>	<b>89,842</b>	
<b>11 OTHER FINANCING SOURCES (USES)</b>					
12 Transfer In	-	-	-	-	-
13 Transfer Out	-	-	-	-	-
<b>14 TOTAL OTHER FINANCING SOURCES (USES)</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>15 NET CHANGE IN FUND BALANCE</b>	<b>(1)</b>	<b>(17,528)</b>	<b>89,841</b>	<b>89,842</b>	
16 Fund Balance - Beginning			1,329,072	1,329,072	
17 Fund Balance Forward			-	-	
<b>18 FUND BALANCE - ENDING - PROJECTED</b>	<b>\$ (1)</b>		<b>\$ 1,418,913</b>	<b>\$ 1,418,914</b>	

**Grand Haven CDD**  
**Monthly Cash Positions**  
**FY 2026**

Institution	Type	October Balance	Rate	November Balance	Rate	December Balance	Rate	January Balance	Rate	February Balance	Rate	March Balance	Rate
<b>BankUnited</b>	DDA*	\$ 241,641	0.00%	-	0.00%								
	ICS**	2,452,990	3.39%	5,528	3.39%								
<b>Valley National</b>	DDA*	870,123	4.05%	4,355,535	3.80%								
<b>Florida Prime</b>	Investment***	8,205	4.29%	8,233	4.15%								
<b>Truist</b>	DDA*	8,598	0.01%	9,119	0.01%								
<b>Total Cash</b>		<b>\$ 3,581,557</b>		<b>\$ 4,378,416</b>									

Institution	Type	April Balance	Rate	May Balance	Rate	June Balance	Rate	July Balance	Rate	August Balance	Rate	September Balance	Rate
<b>Valley National</b>	DDA*												
<b>Florida Prime</b>	Investment***												
<b>Truist</b>	DDA*												
<b>Total Cash</b>													

\* DDA's are covered by traditional FDIC 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

## EXHIBIT 14



## CONSTRUCTION PROPOSAL

Tracy Larson - 386-237-7467 / jlarsen76@att.net

SIGN BELOW TO ACCEPT QUOTE:

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AUTHORIZED REP

DATE