

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

**CHAPTER VI**

**STORMWATER AND DRAINAGE EASEMENTS**

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

**PART I  
DEFINITIONS**

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

- 1.1 “CDD” shall refer to the Grand Haven Community Development District.
- 1.2 “Easements” shall refer to those certain easement areas creating rights in favor of the CDD for purposes of maintaining or operating the Surface Water Management System. The Easements are typically delineated on a Plat, but may be created in a separate recorded instrument or may arise by prescription or other legal theory.
- 1.3 “District Lands” shall refer to those areas of real property within the jurisdictional boundaries of the CDD, as more particularly described in Flagler County, Florida Ordinance No. 97-03, as subsequently and from time to time amended.
- 1.4 “Lakefront Lots” refer to those residential lots that are contiguous to the Pond Banks.
- 1.5 “Lot Owner” shall refer to the record owner of title to a single family lot within a Plat.
- 1.6 “Landscape Maintenance,” as applied to Pond Banks, shall include, without limitation, the periodic mowing, weeding and placement of ground cover on the Pond Banks.
- 1.7 “Obstruction” shall refer to all vegetation and all structures located within the Easements that prevent required access and maintenance to the Surface Water Management System or hinder the effective and intended operation of the Surface Water Management System.
- 1.8 “Plat” shall refer to a subdivision plat as described in Fla. Stat. §177.031(14) affecting a portion of the District Lands.

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

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

## PART 2 EASEMENT OBSTRUCTIONS

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

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

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

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

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

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

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

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

PART 2  
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. The Pond Bank Plan shall supercede any contrary provisions of the Declarations of Covenants and Restrictions that may 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 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 MHOA 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 or cut back by the Lakefront Lot Owner. 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 HOA under a common scheme of landscape maintenance, and such maintenance shall be subject to these provisions.

SECTION 3. REPAIRS. The CDD shall have the exclusive right to perform repair activities upon the Pond Banks 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.

PART 3  
VIOLATIONS

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

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

## **GRAND HAVEN COMMUNITY DEVELOPMENT DISTRICT POLICY FOR STORM WATER RIGHT-OF-WAY UTILITY EASEMENTS**

- Except as set forth herein, no obstructions may be placed in the storm water drainage right-of-way maintenance and/or repair easements. Obstructions shall be defined as all vegetation and all structures located on the District's storm water right-of-way utility easements that prevent required access and maintenance.
- Rigid, non-flexible irrigation piping and hardware must be located outside of CDD easement.
- No trees of any type or variety may be planted or, once removed for maintenance, re-planted within the easement.
- Landscaping such as shrubs, stepping stones, flower beds, decorative stones, etc. located within the easement must not obstruct access by construction equipment and machinery required for the maintenance or repair of utility structures. Any new plantings or replacement plantings which encroach upon any storm water drainage utility easement require written authorization from the Grand Haven Master Association's New Construction Architectural Design Committee (NCADC) or Modification Architectural Design Committee (MADC), as appropriate, and Grand Haven Community Development District (GHCDD). The GHCDD will place certain conditions (see option 2 later in this document) 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 NCADC or Modification Architectural Design Committee (MADC) Horticulturalist as is appropriate for review.

The above policy has been established by the GHCDD Board of Supervisors to insure that all GHCDD storm water drainage right-of-way easements will be, and will remain, in compliance with regulations, requirements and obligations of the Master Storm Water Drainage Permit from the St. John's River Water Management District and other applicable laws and regulations

Any violation of this policy will result in the GHCDD's contractor removing the unauthorized plantings at the property owner's expense. The GHCDD will assess these related costs on the lot owner's next Flagler County tax bill.

RETURN TO:  
Scott D. Clark, Esq.  
Clark, Albaugh & Rentz, LLP  
700 W. Morse Blvd., Suite 101  
Winter Park, FL 32789

**OBSTRUCTIONS REMOVAL AGREEMENT- OPTION 1**

**THIS AGREEMENT** made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_,  
by and between \_\_\_\_\_ (hereinafter referred to as “Owner(s)”) whose address is \_\_\_\_\_ and the Grand Haven Community Development District (hereinafter referred to as “District”) whose address is c/o Wrathell, Hunt & Associates LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

**WITNESSETH:**

**WHEREAS**, Owner(s) hold(s) title to a certain parcel of real estate more particularly described as:

[INSERT LEGAL DESCRIPTION HERE]

(hereinafter referred to as the “Property”), and

**WHEREAS**, the Property is encumbered by a certain right-of-way/easement (hereinafter referred to as the “ROW/Easement”), such Easement being for the benefit of the District and its drainage system, and

**WHEREAS**, the ROW/Easement has been obstructed by the growth of vegetation and/or construction of structures within said ROW/Easement; and

**WHEREAS**, Owner(s), pursuant to Option 1 of the District’s Right-of-Way/Easement Clearing Policy, elect(s) to have the District remove said obstructions at the District’s expense.

**NOW THEREFORE**, for and in consideration of the covenants set forth herein, Owner(s) hereby agree(s) as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference.
2. The District will remove all obstruction (subject to certain limitations) located in the ROW/Easement at the District's expense and repair easement with turf only subject to the terms herein. For purposes of this Agreement, "obstructions" shall be defined as all vegetation and all structures located on District storm water right-of-way utility easement that prevent required maintenance or present a threat to human life, property, public health and safety, as depicted on Attachment A hereto. The District shall have sole discretion to determine what constitutes an obstruction pursuant to this Agreement.
3. The District's obligations pursuant to this Agreement are limited to a **single, one-time-only** removal of obstructions existing within the ROW/Easement at the time of this Agreement. The District shall not be obligated to pay for removal of obstructions placed within the ROW/Easement by Owner subsequent to the execution of this Agreement. Nothing herein shall be deemed to waive or affect District's right to remove obstructions in the future should Owner(s) breach this agreement.
4. Subsequent to District's removal of existing obstructions from the ROW/Easement, Owner(s) shall be required to maintain and mow the grassy areas within the ROW/Easement that remain adjacent to his/her/their property and keep the same free from all structures and growth of vegetation which may become obstructions of the ROW/Easement. Failure of Owner(s) to comply with this requirement shall constitute a material breach of this Agreement and Owner(s) shall be liable to the District for all costs associated with District's having to remove any subsequent obstructions or perform required maintenance.
5. If the District notifies Owner(s) that it/they is/are in material breach of this Agreement and Owner(s) fail(s) to remedy the identified breach by removing the obstruction or performing the required maintenance within 30 days of receipt of notice, the District shall have the right to take all necessary steps to resolve the obstruction and Owner(s) shall be invoiced and/or assessed on the Flagler County tax roll the cost for the removal of all obstructions and/or performance of required maintenance, as well as any related administrative or legal fees that may be incurred by the District. The Owner(s) consent(s) and agree(s) that any expenses described in this paragraph shall confer a distinct benefit to its/their property and agrees that such benefit may be recovered by the levy of a special assessment as described in Fla. Stat. §190.021(3).
6. This Agreement shall be binding upon the Owner(s), its/their heirs, successors, legal representatives and assignees. This Agreement shall run with the title to the Property and shall forever benefit the District and bind the Owner(s) and all future owners of the Property, including without limitation, their heirs, successors, legal representatives and assignee. This Agreement shall be recorded in the property

records of Flagler County, Florida, and will become a legal obligation of the Property in perpetuity.

7. Owner(s) and all future owners of the Property, including without limitation, their heirs, successors, legal representatives and assignees, hereby agrees to indemnify and hold the District harmless from and against any and all liabilities, damages, claims, costs and expenses, including attorney's fees, which may be imposed upon or asserted against the District arising from or in any way connected with the District's removal of obstructions within the ROW/Easement and/or related to Owner's subsequent maintenance of the ROW/Easement.
8. Owner(s) shall indemnify, defend, and save harmless District, its agents, servants and employees from and against any kind and all causes, claims, demands, actions, losses, liabilities, settlements, judgments, damages, costs, expenses, and fees (including without limitation reasonable attorney's and paralegal expenses at both the trial and appellate levels) of whatsoever kind or nature for damages to persons or property caused in whole or in part by any act, omission, or default of the District, its agents, servants or employees arising from this Agreement or its performance. The obligation of the Owner(s) to indemnify the District is not subject to any offset, limitation or defense as a result of any insurance proceeds available to either the District or the Owner(s).
9. Nothing herein is intended to be construed, by either party, as a waiver of the protections, immunities, and limitations afforded a governmental entity pursuant to Section 768.28, Florida Statutes.
10. A default by either party under this Agreement shall entitle the other party to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and specific performance.
11. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover from the other party all fees and costs incurred including reasonable attorneys' fees (and paralegal fees) and costs whether incurred prior to, during, or post litigation, appeal, or through alternative dispute resolution.
12. This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement.
13. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing, which is executed by both of the parties hereto.
14. Neither the District nor the Owner(s) may assign their rights, duties, or obligations under this Agreement or any monies to become due hereunder without the prior written approval of the other, provided, however, that nothing herein



shall restrict District from performing its agreements hereunder through the use of agents or contractors retained by the District.

15. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. DISTRICT AND OWNER(S) HEREBY KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT TO A JURY TRIAL OF ANY DISPUTE ARISING IN CONNECTION WITH THIS AGREEMENT. OWNER(S) ACKNOWLEDGE(S) THAT THIS WAIVER WAS EXPRESSLY NEGOTIATED AND IS A MATERIAL INDUCEMENT FOR THE EXECUTION OF THIS AGREEMENT BY DISTRICT.

16. In the event of any litigation arising out of this Agreement or the performance thereof, venue shall be Flagler County, Florida.

**IN WITNESS WHEREOF**, the Owner(s) and the District have executed this Agreement as of the date first above written.

WITNESSED BY:

GRAND HAVEN COMMUNITY  
DEVELOPMENT DISTRICT

\_\_\_\_\_

By: \_\_\_\_\_

*Print Name:* \_\_\_\_\_

*Name:* \_\_\_\_\_

*Title:* \_\_\_\_\_

\_\_\_\_\_

*Print Name:* \_\_\_\_\_

**STATE OF FLORIDA  
COUNTY OF FLAGLER**

**THE FOREGOING INSTRUMENT** was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of the Grand Haven Community Development District, who is either personally know to me or who provided \_\_\_\_\_ as identification and who did/did not take an oath.

\_\_\_\_\_  
Notary Public, State of Florida at Large

(SEAL)

WITNESSED BY:

OWNER(S)

\_\_\_\_\_

\_\_\_\_\_

*Print Name:* \_\_\_\_\_

*Print Name:* \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

*Print Name:* \_\_\_\_\_

*Print Name:* \_\_\_\_\_

**STATE OF FLORIDA**

**COUNTY OF** \_\_\_\_\_

**THE FOREGOING INSTRUMENT** was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by \_\_\_\_\_, who is/are either personally know to me or who provided \_\_\_\_\_ as identification and who did/did not take an oath.

\_\_\_\_\_  
Notary Public, State of Florida at Large

(SEAL)

RETURN TO:  
Scott D. Clark, Esq.  
Clark, Albaugh & Rentz, LLP  
700 W. Morse Blvd., Suite 101  
Winter Park, FL 32789

**OBSTRUCTIONS REMOVAL AGREEMENT- OPTION 2**

**THIS AGREEMENT** made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by and between \_\_\_\_\_ (hereinafter referred to as “Owner(s)”) whose address is \_\_\_\_\_ and the Grand Haven Community Development District (hereinafter referred to as “District”) whose address is c/o Wrathell, Hunt & Associates LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

**WITNESSETH:**

**WHEREAS**, Owner(s) hold(s) title to a certain parcel of real estate more particularly described as:

[INSERT LEGAL DESCRIPTION HERE]

(hereinafter referred to as the “Property”), and

**WHEREAS**, the Property is encumbered by a certain right-of-way/easement (hereinafter referred to as the “ROW/Easement”), such Easement being for the benefit of the District and its drainage system, and

**WHEREAS**, the ROW/Easement has been obstructed by the growth of vegetation and/or construction of structures within said ROW/Easement; and

**WHEREAS**, Owner(s), pursuant to Option 2 of the District’s Right-of-Way/Easement Clearing Policy, desire(s) to retain that portion of the obstruction within the ROW/Easement identified below pursuant to the terms and conditions of this Agreement.

**NOW THEREFORE**, for and in consideration of the covenants set forth herein, Owner(s) hereby agree(s) as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference.
2. For purposes of this Agreement, “obstructions” shall be defined as all vegetation and all structures located on District ROW/Easement property that prevent required maintenance and present a threat to human life, property, public health and safety. The District shall have sole discretion to determine what constitutes an obstruction pursuant to this Agreement.
3. District agrees to remove all obstructions (subject to certain limitations) at the District's expense and repair easement with turf only (**single one-time-only offer**) “and” will permit certain encroachments as specifically identified; any subsequent removal and repair is at lot owner's expense.
4. The District shall allow Owner(s) to retain that portion of the obstruction within the ROW/Easement described as \_\_\_\_\_, only to the extent as is more specifically depicted on Attachment A, hereto (hereinafter referred to as the “encroachment”).
5. Owner(s) shall be required to maintain the encroachment as described in Attachment A hereto by keeping all vegetation trimmed back from detention pond banks and all structures in good repair. Owner(s) shall also be required to trim back all vegetation included within the encroachment, if any, during hurricane season to reduce potential hazards. If any encroachments should fall, be blown into or enter the District’s storm water detention ponds in any way and/or block access to District right-of-way or easements for purposes of clearing storm debris, maintenance or improvements of ponds or pond banks, said encroachments shall be removed by District or its contractors at the Owner’s expense, which shall include any legal or administrative fees incurred.
6. The District reserves the right, at any time, to require the removal by District or its Contractors of all or some of the encroachment from the ROW/Easement, if, in the judgment of the Board of Supervisors or its designee, removal of the encroachment is necessary for any reason to ensure proper maintenance of and/or improvements to District property for any lawful purpose of the District, including, but not limited to, life, health and public safety.
7. In consideration of the District’s consent to the Owner’s encroachment upon the ROW/Easement, Owner(s) hereby agree(s) that in the event that the District determines that it is necessary to construct, maintain, repair, remove or replace any facilities of the District located within or to be located within the ROW/Easement, and should such work require the removal or relocation of the encroachment in whole or part, such removal and replacement may be done by the District or its agents or subcontractors at the sole cost and expense of the Owner(s).

8. In further consideration of the District's consent to the Owner's encroachment upon the ROW/Easement, Owner(s) agree(s) to grant District limited access across its/their Property for the purpose of allowing the District and its employees, contractors and agents access to the ROW/Easement for the purpose of maintenance, storm debris clearance, repair or improvement. Owner(s) shall at all times provide a clear and unobstructed way of access across its/their Property to the District for these purposes. If such access is blocked by the encroachment, the District shall have full and immediate access to those portions of private property required for the purpose of proceeding with needed actions. The District will proceed with as little damage to the Property as possible. The cost of repairing any damage to the Property caused by utilizing the access shall be borne by Owner(s).
9. District or its contractors shall remove all other obstructions from within the ROW/Easement, at the expense of the Owner(s).
10. Subsequent to District's removal of unauthorized obstructions from the ROW/Easement, Owner(s) shall be required to maintain and mow the grassy areas within the ROW/Easement that remain adjacent to its/their property and keep the same free from all structures and growth of vegetation which may become obstructions of the ROW/Easement. Failure of Owner(s) to comply with this requirement shall constitute a material breach of this Agreement and Owner(s) shall be liable to the District for all costs associated with District's having to remove any subsequent obstructions or perform required maintenance.
11. If the District notifies Owner(s) that it/they is/are in material breach of this Agreement, the District shall take all necessary steps to resolve the obstruction and Owner(s) shall be invoiced and/or assessed on the Flagler County tax roll, the cost for the removal of all obstructions and/or performance of required maintenance, as well as any related administrative or legal fees that may be incurred by the District.
12. Should Owner(s) be deemed in violation of this Agreement, the District may require the removal of all encroachments at Owner's expense.
13. If the District determines that the encroachments must be removed for reason pursuant to this Agreement, it shall notify Owner(s) in writing of its determination. The District shall remove said encroachments and assess Owner(s) for the cost of removing the same, including all administrative and legal fees incurred.
14. This Agreement shall be binding upon the Owner(s), its/their heirs, successors, legal representatives and assignees. This Agreement shall run with the title to the Property and shall forever benefit the District and bind the Owner(s) and all future owners of the Property, including without limitation, their heirs, successors, legal representatives and assignee. This Agreement shall be recorded in the property

records of Flagler County, Florida, and will become a legal obligation of the Property in perpetuity.

15. Owner(s) and all future owners of the Property, including without limitation, their heirs, successors, legal representatives and assignees, hereby agrees to indemnify and hold the District harmless from and against any and all liabilities, damages, claims, costs and expenses, including attorney's fees, which may be imposed upon or asserted against the District arising from or in any way connected with the District's removal of obstructions within the ROW/Easement and/or related to Owner's subsequent maintenance of the ROW/Easement. Owner(s) agree(s) to conduct all activities pursuant to this Agreement in accordance with all applicable laws, regulations and approvals and it shall be its/their sole responsibility to ensure the same. Owner(s) shall follow ANSI 300 guidelines when trimming and maintaining vegetation pursuant to this Agreement and shall use a licensed professional where appropriate to avoid improper pruning.
16. Owner(s) shall indemnify, defend, and save harmless District, its agents, servants and employees from and against any kind and all causes, claims, demands, actions, losses, liabilities, settlements, judgments, damages, costs, expenses, and fees (including without limitation reasonable attorney's and paralegal expenses at both the trial and appellate levels) of whatsoever kind or nature for damages to persons or property caused in whole or in part by any act, omission, or default of the District, its agents, servants or employees arising from this Agreement or its performance. The obligation of the Owner(s) to indemnify the District is not subject to any offset, limitation or defense as a result of any insurance proceeds available to either the District or the Owner(s).
17. Nothing herein is intended to be construed, by either party, as a waiver of the protections, immunities, and limitations afforded a governmental entity pursuant to Section 768.28, Florida Statutes.
18. A default by either party under this Agreement shall entitle the other party to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and specific performance.
19. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover from the other party all fees and costs incurred including reasonable attorneys' fees (and paralegal fees) and costs whether incurred prior to, during, or post litigation, appeal, or through alternative dispute resolution.
20. This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement.

21. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing, which is executed by both of the parties hereto.
22. Neither the District nor the Owner(s) may assign their rights, duties, or obligations under this Agreement or any monies to become due hereunder without the prior written approval of the other, provided, however, that nothing herein shall restrict District from performing its agreements hereunder through the use of agents or contractors retained by the District.
23. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. DISTRICT AND OWNER(S) HEREBY KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT TO A JURY TRIAL OF ANY DISPUTE ARISING IN CONNECTION WITH THIS AGREEMENT. OWNER(S) ACKNOWLEDGE(S) THAT THIS WAIVER WAS EXPRESSLY NEGOTIATED AND IS A MATERIAL INDUCEMENT FOR THE EXECUTION OF THIS AGREEMENT BY DISTRICT.
24. In the event of any litigation arising out of this Agreement or the performance thereof, venue shall be Flagler County, Florida.

**IN WITNESS WHEREOF**, the Owner(s) and the District have executed this Agreement as of the date first above written.

WITNESSED BY:

GRAND HAVEN COMMUNITY  
DEVELOPMENT DISTRICT

\_\_\_\_\_

By: \_\_\_\_\_

*Print Name:* \_\_\_\_\_

*Name:* \_\_\_\_\_

\_\_\_\_\_

*Title:* \_\_\_\_\_

*Print Name:* \_\_\_\_\_

**STATE OF FLORIDA  
COUNTY OF FLAGLER**

**THE FOREGOING INSTRUMENT** was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of the Grand Haven Community Development District, who is either personally know to me or who provided \_\_\_\_\_ as identification and who did/did not take an oath.

(SEAL)

\_\_\_\_\_  
Notary Public, State of Florida at Large

WITNESSED BY:

OWNER(S)

\_\_\_\_\_

\_\_\_\_\_

*Print Name:* \_\_\_\_\_

*Print Name:* \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

*Print Name:* \_\_\_\_\_

*Print Name:* \_\_\_\_\_

**STATE OF FLORIDA**

**COUNTY OF** \_\_\_\_\_

**THE FOREGOING INSTRUMENT** was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by \_\_\_\_\_, who is/are either personally know to me or who provided \_\_\_\_\_ as identification and who did/did not take an oath.

\_\_\_\_\_  
Notary Public, State of Florida at Large

(SEAL)



## **GHCDD POLICY FOR CLEARING, DEVELOPMENT AND PLANTING OF DISTRICT-OWNED DETENTION POND LAKE BANKS**

The GHCDD District Horticulturalist must inspect any naturally present lake bank trees, shrubs, and/or vegetation proposed for removal. The District Horticulturalist must be provided with a landscape plot plan clearly showing any utility easements and waterfronts. Any trees proposed for removal must be clearly marked on site.

GHCDD Horticulturalist must locate, inspect and authorize in writing the clearing of any trees proposed for removal. Written authorization will be forwarded to the GHCDD, Property Management Company and New Construction ADC.

*Spartina bakeri* must be planted along the recently cleared Detention Pond lake bank in the manner prescribed in the GHCDD document, **BEST MANAGEMENT PRACTICES FOR STORM WATER DETENTION POND BANK PLANTINGS**, *adopted by GHCDD BOS on 7.24.2013* (copy attached.)

Immediately after the *Spartina bakeri* have been planted, a second and final inspection of the District-owned detention pond lake bank property must be completed by the District Horticulturalist. The District Horticulturalist will then transmit a written statement of final approval to the GHCDD, Property Management Company, and New Construction ADC.

The above policy has been established by the GHCDD Board of Supervisors to ensure that all clearing and planting along the GHCDD Detention Pond banks will be in compliance with regulations and requirements of the Master Storm Water Drainage Permit from the St. John's River Water Management District, and regulations and requirements of the City of Palm Coast Public Works (Streets Division) and Code Enforcement Departments.

Any violations of the above policy may subject the lot owner to GHCDD assessments on the lot owner's county tax bill to recover any fines levied on the District by the above mentioned governmental authorities.



## Community Development District

### **BEST MANAGEMENT PRACTICES FOR STORM WATER DETENTION POND BANK PLANTINGS**

*adopted by GHCDD BOS on 7.24.2013*

#### **General Principles:**

The “lakes” behind Grand Haven homes are, in reality, storm water detention ponds, a very important component of the District’s storm water management system. This system has been developed to reduce the possibility of Grand Haven homes and roads being flooded during tropical storms/hurricanes. The storm water detention ponds have been designed, constructed and maintenance obligations have been developed, under the authority of the Saint Johns River Water Management District. The SJWMD has the statutory authority to issue fines of up to \$10,000 per day for violations of their rules, regulations and requirements.

Runoff from normal rain, tropical storm and hurricane precipitation, originating from impervious surfaces, such as roofs, gutters, downspouts, driveways, sidewalks and roadways, flows into street drains, which are connected through large underground pipes to the storm water detention ponds. Runoff containing nutrients (largely nitrogen and phosphorus), from fertilizer used on lot owners’ turf grass surrounding the storm water detention ponds banks, is intended to be absorbed by a vegetative buffer of plantings between the turf grass and the water’s edge. These storm water detention ponds bank plants act as a “nutrient sink”, absorbing the fertilizer runoff, which would otherwise stimulate the overgrowth of submerged aquatic vegetation (pond weeds) and stimulate the overgrowth of algal blooms (pond scum.)

These bank planting species, planted as required in staggered rows approximately four feet on center, beginning at the water’s edge, retain the designed and permitted pond bank slope angles (specific to every pond) by reducing erosion and siltification (the filling in of the pond by soils carried in the erosion process.)

Undesirable components of the storm water flow drop (precipitate) to the storm water detention pond bottom allowing the upper level and higher quality water to move on when tropical storms and/or hurricanes raise the water levels to overtop control structures (weirs, dams, flat grates,) with the higher quality water eventually finding its way either to defined and regulated wetland buffer areas and then eventually into the Intracoastal Waterway, or directly to the Intracoastal Waterway through very large underground pipes from a few District ponds located parallel to and adjacent to the Intracoastal Waterway. The storm water outflow from the District’s storm water detention ponds may be closely monitored by Florida and United States Departments of Environmental Protection agencies, which are currently developing Maximum Daily Load Limits for substances contained in the outflows. Very large fines are being developed for communities that exceed these MDL Limits.

It is the responsibility of the Grand Haven CDD to maintain the hydraulics (water flow) in and through the storm water detention ponds, and control any overgrowth of submerged aquatic vegetation (by stocking of grass eating triploid [sterile] grass carp and aquatic herbicide application) and algal overgrowth (by reduction of nutrient load into the water and algaecide applications.)

The Grand Haven CDD and Master Associations, after consultation with, and in *consideration of the recommendations of the University of Florida Soil and Water Science Department*, the University of Florida Cooperative Extension Service, the Water and Environmental Program Coordinator for the City of Palm Coast, and in compliance with the SJRWMD, have approved the following allowable detention pond bank new planting scheme:

### **Plantings for Detention Pond Banks**

#### ***Spartina bakeri* - Sand Cordgrass**

This grass is the only plant permitted on the pond banks.

**Location:** First row of grasses must be consistent with the lowest existing row of healthy *Spartina bakeri*, which may be on another property around the pond perimeter, progressing in rows approximately four feet apart up the bank for a minimum of two rows, If the bank soil surface is exposed further up the bank, additional rows of *Spartina* should be planted, three to four rows preferred. Total number of rows will be different for every pond, based on distance from water's edge to level, horizontal surface (usually lot owner turf grass) surrounding the pond. Some ponds may require just two rows, others three, four or more.

**Spacing:** To control erosion and reduce siltification, grasses must be planted in rows paralleling the shoreline, plants approximately 4 feet apart, planted in staggered rows

**Maintenance:** For safety of GHCCDD maintenance crews, residents and their guests, the storm water detention pond bank surface between rows and columns of grasses must be kept clear to prevent dangerous wildlife from being hidden from view. Invading weeds, vines, shrubs and brush between the plants must be removed immediately. Grasses should not be trimmed below 30 inches and no more often than 2x (twice) per year, or may die.

**Replacement:** Dying/dead grasses must be replaced by lot owner immediately. Death may occur due to intolerance to cold, drought, flooding due the grass being submerged under water after hurricanes/tropical storms, salinity of the pond water, improper soil selection, over trimming, and/or any other cause. *Spartina bakeri* is the preferred and recommended grass species, as it is the hardiest, most self-sustaining grass for pond bank planting, requiring the least frequent replacement.

**Irrigation:** hand watering in only, best to plant during rainy season (summer), then no further irrigation once established

**Fertilization:** None, ever.

### **Ground Cover for Detention Pond Banks**

**Groundcover:** nothing or pine straw

The only approved ground cover for detention pond banks is pine straw. Pine straw forms a mat when wet, helping to suppress weeds, and is acidic, also helping to suppress weeds. The pine straw mat stays in place on the bank, and does not float into the water during rain/runoff, which would cause an undesirable increase in nutrient loading in the pond water, promoting algal blooms.

Ground cover in the form of plants is not permitted.

New installations of lawn turf (sod) and irrigation systems down to the water line are not to be permitted on the detention pond banks

Pine bark mulch should not be used, as it will float into ponds, causing increased nutrient loading.

Stone should not be used as it does not control siltification and the stone may wash into the pond altering the permitted design of pond contours.

### **Exception for GHCDD Pond Outfall Structures**

In order to better control pond bank erosion adjacent to community storm water outfall structures, and in accordance with DOT specifications, a three-foot-wide border of Bahia Grass has been installed adjacent to the concrete storm water outfall structures (mitered end sections) and running contiguous with the coquina rock/riprap in the outfall sluiceway down to the waterline. Responsibility for maintenance of the outfall structure border Bahia Grass will rest with the GHCDD. As stated above, no other sod/turf is permitted anywhere on the pond banks.