

*Westside Haines City
Community Development District*

Meeting Agenda

September 3, 2024

AGENDA

Westside Haines City

Community Development District

219 E. Livingston St., Orlando, Florida 32801
Phone: 407-841-5524 – Fax: 407-839-1526

August 27, 2024

Board of Supervisors Meeting Westside Haines City Community Development District

Dear Board Members:

A meeting of the Board of Supervisors of the **Westside Haines City Community Development District** will be held on **Tuesday, September 3, 2024 at 9:30 AM** at the **Holiday Inn—Winter Haven, 200 Cypress Gardens Blvd., Winter Haven, Florida 33880.**

Zoom Video Link: <https://us06web.zoom.us/j/84591475035>

Zoom Call-In Number: 1-646-876-9923

Meeting ID: 845 9147 5035

Following is the advance agenda for the meeting:

Board of Supervisors Meeting

1. Roll Call
2. Public Comment Period (¹Speakers will fill out a card and submit it to the District Manager prior to the beginning of the meeting)
3. Organizational Matters
 - A. Acceptance of Resignation of Supervisor Eric Lavoie
 - B. Consideration of Appointment to Board Seat #3
 - C. Administration of Oath to Newly Appointed Supervisor
 - D. Consideration of Resolution 2024-17 Appointing an Assistant Secretary
4. Approval of Minutes of the August 6, 2024 Board of Supervisors Meeting
5. Consideration of Resolution 2024-18 Setting a Public Hearing on the Adoption of Amenity Rules and Rates (Cascades Phase)
6. Consideration of Resolution 2024-19 Setting a Public Hearing on the Adoption of Amenity Rules and Rates (Brentwood Phase)
7. Staff Reports
 - A. Attorney
 - B. Engineer
 - C. Field Manager's Report
 - D. District Manager's Report
 - i. Approval of Check Register
 - ii. Balance Sheet & Income Statement
8. Other Business
9. Supervisors Requests and Audience Comments
10. Adjournment

¹ Comments will be limited to three (3) minutes

SECTION III

SECTION A

August 21, 2024

Governmental Management Services
219 East Livingston Street
Orlando, Florida 32801

To Whom It May Concern,

I would like to give my resignation to the Board of Supervisors for the following districts, effective immediately:

- Eden Hills Community Development District
- Forest Lake Community Development District
- Hamilton Bluff Community Development District
- Hammock Reserve Community Development District
- Scenic Highway Community Development District
- VillaMar Community Development District
- West Side Haines City Community Development District

Thank you,



Eric Lavoie

SECTION D

RESOLUTION NO. 2024-17

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF WESTSIDE
HAINES CITY COMMUNITY DEVELOPMENT DISTRICT
DESIGNATING AN ASSISTANT SECRETARY OF THE DISTRICT AND
PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, Westside Haines City Community Development District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated within Polk County, Florida; and

WHEREAS, the Board of Supervisors of the District desires to appoint an Assistant Secretary.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF
SUPERVISORS OF WESTSIDE HAINES CITY COMMUNITY
DEVELOPMENT DISTRICT:**

SECTION 1. _____ is appointed Assistant Secretary.

SECTION 2. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 3rd day of September 2024.

ATTEST:

**WESTSIDE HAINES CITY
COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

MINUTES

**MINUTES OF MEETING
WESTSIDE HAINES CITY
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Westside Haines City Community Development District was held Tuesday, **August 6, 2024**, at 9:49 a.m. at 346 E. Central Ave., Winter Haven, 200 Cypress Gardens Blvd., Winter Haven, Florida.

Present and constituting a quorum:

Lauren Schwenk
Bobbie Henley
Eric Lavoie
Rob Bonin *via Zoom*

Vice Chairperson
Assistant Secretary
Assistant Secretary
Assistant Secretary

Also present were:

Jill Burns
Savannah Hancock
Joel Blanco

District Manager, GMS
District Counsel, Kilinski Van Wyk
Field Manager, GMS

FIRST ORDER OF BUSINESS

Roll Call

Ms. Burns called the meeting to order and called the roll. Three Board members were present in person constituting a quorum and one Board member was joining by Zoom.

SECOND ORDER OF BUSINESS

Public Comment Period

Ms. Burns noted there were no members of the public present in person nor joining via Zoom.

THIRD ORDER OF BUSINESS

**Approval of Minutes of the May 7, 2024
Board of Supervisors Meeting**

Ms. Burns presented the minutes from the April 17, 2024, Board of Supervisors meeting. She asked if there were any questions, comments, or changes. Hearing no changes from the Board, she asked for a motion to approve.

On MOTION by Ms. Schwenk, seconded by Ms. Henley, with all in favor, the Minutes of the May 7, 2024 Board of Supervisors Meeting, were approved.

FOURTH ORDER OF BUSINESS

Public Hearings

Ms. Burns stated this public hearing was advertised in the paper.

On MOTION by Ms. Henley, seconded by Mr. Lavoie, with all in favor, Opening the Public Hearing, was approved.

A. Public Hearing on the Adoption of the Fiscal Year 2024/2025 Budget

i. Consideration of Resolution 2024- 14 Adopting the District’s Fiscal Year 2024/2025 Budget and Appropriating Funds

Ms. Burns stated this resolution was included in the package for Board review. The budget was passed out separately. The budget has changed since the last time the Board reviewed it. Ms. Burns noted that in the preliminary budget they used their previous amounts to tie to all phases of each section. She noted that it is set up as an administrative budget that is applied equally to all of the phases based on the ERU and product type. She stated there is also the field expenses separated by phase. Each phase has to stick to the one amenity designated for their phase. The budget listed for Brentwood was \$1,049.34, however they are going to reduce the reserve transfer to get the net to \$850. All phases will be \$850 net, with the exception of one part of Phase 2, which has an admin only because there are no field expenses for the year.

On MOTION by Ms. Schwenk, seconded by Mr. Lavoie, with all in favor, Resolution 2024-14 Adopting the District’s Fiscal Year 2024/2025 Budget and Appropriating Funds, was approved.

On MOTION by Mr. Lavoie, seconded by Ms. Henley, with all in favor, Closing the Public Hearing, was approved.

B. Public Hearing on the Imposition of Operations and Maintenance Special Assessments

Ms. Burns stated this public hearing was advertised in the paper and asked for a motion to open the public hearing.

On MOTION by Ms. Schwenk, seconded by Mr. Lavoie, with all in favor, Opening the Public Hearing, was approved.

i. Consideration of Resolution 2024-15 Imposing Special Assessments and Certifying an Assessment Roll

Ms. Burns stated that they will certify collections based on the budget the Board just approved.

On MOTION by Ms. Henley, seconded by Mr. Lavoie, with all in favor, the Resolution 2024-15 Imposing Special Assessments and Certifying an Assessment Roll, was approved.

On MOTION by Mr. Lavoie, seconded by Ms. Henley, with all in favor, the Closing of the Public Hearing, was approved.

FIFTH ORDER OF BUSINESS

**Consideration of Resolution 2024-16
Designation of a Regular Monthly Meeting
Date, Time, and Location for Fiscal Year
2024/2025**

Ms. Burns stated the monthly Board meetings will be held on the 4th Wednesday of the month at 9:30 a.m. at the same location.

On MOTION by Ms. Schwenk, seconded by Mr. Lavoie, with all in favor, Resolution 2024-16 Designation of a Regular Monthly Meeting Date, Time, and Location for Fiscal Year 2024/2025, was approved.

SIXTH ORDER OF BUSINESS

**Consideration of the Adoption of Goals
and Objectives for the District**

Ms. Burns stated Florida Statute changed and now Districts must adopt a collection of goals and objectives.

On MOTION by Ms. Henley, seconded by Mr. Lavoie, with all in favor, the Adoption of Goals and Objectives for the District, was approved.

SEVENTH ORDER OF BUSINESS

Presentation of Fiscal Year 2023 Audit Report

Ms. Burns stated this is located on page 21 in the agenda package. This is a clean audit. There were no finding of noncompliance or findings that the District meets a funding emergency.

On MOTION by Ms. Henley, seconded by Mr. Lavoie, with all in favor, the Fiscal Year 2023 Audit Report, was approved.

EIGHTH ORDER OF BUSINESS

Consideration of Equipment Lease/Purchase Agreements for pool Furniture and Fitness Equipment

- A. Brentwood Phase 1 & 2**
- B. Cascades**

Ms. Burns noted that the terms that were set are in the budget for the next year.

On MOTION by Mr. Lavoie, seconded by Ms. Schwenk, with all in favor, the Equipment Lease/Purchase Agreements for pool Furniture and Fitness Equipment for Brentwood Phase 1 & 2 and Cascades, was approved.

NINTH ORDER OF BUSINESS

Ratification of Proposals from ProPlaygrounds for Playground Equipment

- A. Brentwood Phase 1& 2**
- B. Cascades**
- C. Wynnstone**

Ms. Burns stated these were purchased outright and have already been paid for. She asked for a motion to ratify the proposals.

On MOTION by Mr. Lavoie, seconded by Ms. Henley, with all in favor, the Proposals from ProPlaygrounds for Playground Equipment for Brentwood Phase 1 & 2, Cascades, and Wynnstone, was ratified.

TENTH ORDER OF BUSINESS

Ratification of Corrective Deeds for Cascades Phase 1A and 1B

Ms. Burns stated these have already been approved, they just need to be ratified by the Board.

On MOTION by Ms. Henley, seconded by Ms. Schwenk, with all in favor, the Corrective Deeds for Cascades Phase 1A and 1B, were ratified.

ELEVENTH ORDER OF BUSINESS

Ratification of FDC Grove Road Agreements

- A. Agreement Between Owner and Contractor for Construction Contract**
- B. Assignment of Contractor Agreement**
- C. Assignment of Infrastructure Agreement**
- D. Construction Funding Agreement**

Ms. Burns stated these agreements just need to be ratified by the Board.

On MOTION by Mr. Lavoie, seconded by Ms. Schwenk, with all in favor, the FDC Grove Road Agreements, were ratified.

TWELFTH ORDER OF BUSINESS

Ratification of Wynnstone Phase 1 & Phase 2 Construction Documents

- A. Notice to Proceed**
- B. Notice of Commencement**
- C. Temporary Construction Access and Easement Agreement**
- D. Construction Funding Agreement**

Ms. Burns stated these have already been approved, they just need ratification from the Board.

On MOTION by Mr. Lavoie, seconded by Ms. Henley, with all in favor, the Wynnstone Phase 1 & 2 Construction Documents, were ratified.

THIRTEENTH ORDER OF BUSINESS

Staff Reports

- A. Attorney**

Ms. Hancock stated there was nothing further to report.

- B. Engineer**

- i. Presentation of 2024 Annual Engineer's Report**

Mr. Arrington stated they have completed the annual review for a portion of the project for the CDD. They found that everything was being maintained and was in great condition. They have also reviewed the insurance coverage and they believe it to be adequate and fit for the community.

On MOTION by Ms. Henley, seconded by Mr. Lavoie, with all in favor, the 2024 Annual Engineer's Report, was approved.

C. Field Manager's Report

Mr. Blanco stated they have conducted a poll and they were made aware of the issues in one of the ponds. After they sprayed, everything looked fine. Any type of algae is in the process of being sprayed or removed. Trees have began being replaced. Construction has begun at Cascades, so they have added parking signs around the area.

i. Consideration of Proposal from Duval Landscape Maintenance to Replace 3 Sabal Palms and 1 Wax Myrtle Tree in Brentwood Phase

Mr. Blanco stated we can remove the Wax Myrtle and 2 of the Sabal Palms and not have to replace any not ruin the aesthetic. One Sabal Palm is in the front and does not to be replaced. This is not to exceed 10,000.

On MOTION by Mr. Lavoie, seconded by Ms. Henley, with all in favor, the Proposal from Duval Landscape Maintenance to Replace 3 Sabal Palms and 1 Wax Myrtle Tree in Brentwood Phase NTE \$10,000, was approved.

ii. Consideration of Landscaping Addendum from Prince & Sons to Add Additional Tracts to Current Contact

Ms. Burns stated this contract was for 9,500.

On MOTION Ms. Schwenk, seconded by Mr. Lavoie, with all in favor, the Landscaping Addendum from Prince & Sons to Add Additional Tracts to Current Contact, was approved.

D. District Manager's Report

i. Approval of Check Register

Ms. Burns presented approval of the check register. She asked for any questions, otherwise she noted that she was looking for a motion to approve.

On MOTION by Ms. Schwenk, seconded by Mr. Lavoie, with all in favor, the Check Register, was approved.

ii. Balance Sheet & Income Statement

Ms. Burns stated that financial statements were included in the Board's package for review.
No action needed.

FOURTEENTH ORDER OF BUSINESS Other Business

There being no comments, the next item followed.

**FIFTEENTH ORDER OF BUSINESS Supervisors Requests and Audience
Comments**

There being no comments, the next item followed.

SIXTEENTH ORDER OF BUSINESS Adjournment

Ms. Burns asked for a motion to adjourn.

On MOTION by Ms. Henley, seconded by Mr. Lavoie, the meeting was adjourned.

Secretary/Assistant Secretary

Chairman/Vice Chairman

SECTION V

RESOLUTION NO. 2024-18

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WESTSIDE HAINES CITY COMMUNITY DEVELOPMENT DISTRICT TO DESIGNATE THE DATE, TIME AND PLACE OF PUBLIC HEARING AND AUTHORIZE PUBLICATION OF NOTICE OF SUCH HEARING FOR THE PURPOSE OF ADOPTING RULES, RATES, FEES AND CHARGES OF THE DISTRICT AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Westside Haines City Community Development District (“**District**”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within Polk County, Florida; and

WHEREAS, the District’s Board of Supervisors (“**Board**”) is authorized by Section 190.011(5), *Florida Statutes*, to adopt rules and orders pursuant to Chapter 120, *Florida Statutes*, and to authorize user charges or fees; and

WHEREAS, the Board finds it is in the District’s best interests to set a public hearing to adopt the rules, rates, fees and charges set forth in **Exhibit A**, which relate to the District’s amenity facilities in the *Cascades* development.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE WESTSIDE HAINES CITY COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. A Public Hearing will be held to adopt rates, fees and charges of the District on _____, _____, 2024, at 9:30 AM, at the Holiday Inn—Winter Haven, 200 Cypress Gardens Blvd., Winter Haven, FL 33880.

SECTION 2. The District Secretary is directed to publish notice of the hearing in accordance with Section 120.54, *Florida Statutes*.

SECTION 3. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 3rd day of September 2024.

ATTEST:

**WESTSIDE HAINES CITY COMMUNITY
DEVELOPMENT DISTRICT**

Secretary

Chairperson, Board of Supervisors

EXHIBIT A

TYPE	RATE
Annual User Fee	\$2,000.00 - \$4,000.00
Replacement Access Card	\$25.00
Returned Check/Insufficient Funds Fee	\$50.00
Administrative Fee	Up to \$500.00

**WESTSIDE HAINES CITY
COMMUNITY DEVELOPMENT
DISTRICT
*CASCADES***

**AMENITY POLICIES AND RATES
Adopted [DATE]¹**

¹ LAW IMPLEMENTED: SS. 190.011, 190.035, FLA. STAT. (2024); In accordance with Chapter 190 of the Florida Statutes, and on [DATE], at a duly noticed public meeting and after a duly noticed public hearing, the Board of Supervisors of the Westside Haines City Community Development District adopted the following rules, policies and rates governing the operation of the District's facilities and services.

DEFINITIONS

“Amenities” or “Amenity Facilities”– means the properties and areas owned by the District and intended for recreational use and shall include, but not specifically be limited to the swimming pool, pool deck, playground, multi-purpose field(s), gym, dog park, and lakes together with their appurtenant facilities and areas.

“Amenity Policies” or “Policies” and “Amenity Rates” – means these Amenity Policies and Rates of the Westside Haines City Community Development District, as amended from time to time. The Board of Supervisors reserves the right to amend or modify these Policies, as necessary and convenient, in their sole and absolute discretion, and will notify Patrons of any changes. Patrons may obtain the currently effective Policies from the District Manager’s Office. The Board of Supervisors and District Staff shall have full authority to enforce the Amenity Policies.

“Amenity Manager” – means the District Manager or that person or firm so designated by the District’s Board of Supervisors, including their employees.

“Amenity Rates” – means those rates and fees established by the District Board of Supervisors as provided in **Exhibit A** attached hereto.

“Access Card” – means an electronic Access Card issued by the District Manager to each Patron (as defined herein) to access the Amenity Facilities.

“Board of Supervisors” or “Board” – means the Board of Supervisors of the District.

“District” – means the Westside Haines City Community Development District.

“District Staff” – means the professional management company with which the District has contracted to provide management services to the District, including but not limited to: an Amenity Manager, Field Manager, Pool Attendants, Security Guards, District Manager, and District Counsel.

“Guest” – means any person or persons, other than a Patron, who are expressly authorized by the District to use the Amenities or invited for a specific time period and purpose by a Patron to use the Amenities.

“Homeowners Association” or “HOA” or “POA” – means an entity or entities, including its/their employees and agents, which may have jurisdiction over lands located within the District, either now or in the future, which may exist to aid in the enforcement of deed restrictions and covenants applicable to lands within the District.

“Household” – means a residential unit or a group of individuals residing within a Patron’s home. This does not include visiting friends, guests, relatives or extended family not permanently residing in the home. Upon the District’s request, proof of residency may be required by driver’s license or state or federal issued form of identification, including a signed affidavit of residency.

“Lakes” – shall mean those water management and control facilities within the District, including but not limited to stormwater management facilities and ponds.

“Non-Resident” – means any person who does not own property within the District.

“Non-Resident Patron” – means any person or Household not owning property in the District who paid the Annual User Fee to the District for use of all Amenity Facilities.

“Non-Resident User Fee” or “Annual User Fee” – means the fee established by the District for any person that is not a Resident and wishes to become a Non-Resident Patron. The amount of the Annual User Fee is set forth

herein, and that amount is subject to change based on Board action. Payment of the Annual User Fee entitles the person and their Household full access to the Amenities.

“Patron” – means Residents, Non-Resident Patrons, and Renters who have been assigned Resident’s Rights and Privileges through execution of the “Assignment of Amenity Rights and Privileges” form.

“Renter” – means a tenant, occupant or an individual maintaining his or her residence in a home located within the District pursuant to a valid rental or lease agreement. Proof of valid rental or lease agreement shall be required. Renters shall have Patron rights only upon execution of the “Assignment of Amenity Rights and Privileges” form.

“Resident” – means any person or Household owning property within the District.

The words “hereof,” “herein,” “hereto,” “hereby,” “hereinafter” and “hereunder” and variations thereof refer to the entire Amenity Policies and Rates.

All words, terms and defined terms herein importing the singular number shall, where the context requires, import the plural number and vice versa.

AMENITIES ACCESS AND USAGE

- (1) **General.** Only Patrons have the right to use the Amenities; provided, however, that certain community programming events may be available to the general public where permitted by the District, and subject to payment of any applicable fees and satisfaction of any other applicable requirements, including adherence to these Amenity Policies and execution of waivers and hold harmless agreements, as may be applicable.
- (2) **Use at your Own Risk.** ALL PERSONS USING THE AMENITIES DO SO AT THEIR OWN RISK AND AGREE TO ABIDE BY THE AMENITY POLICIES WHICH MAY BE AMENDED FROM TIME TO TIME IN THE DISTRICT'S SOLE DISCRETION. ALL PERSONS USING THE AMENITIES ARE DEEMED TO HAVE READ AND OBTAINED A COPY, IF DESIRED, OF THE MOST RECENT POLICIES. THE DISTRICT SHALL ASSUME NO RESPONSIBILITY AND SHALL NOT BE LIABLE FOR ANY INCIDENTS, ACCIDENTS, PERSONAL INJURY, DEATH, DAMAGE TO OR LOSS OF PROPERTY ARISING FROM THE USE OF THE AMENITIES OR FROM THE ACTS, OMISSIONS OR NEGLIGENCE OF OTHER PERSONS USING THE AMENITIES. THE DISTRICT DOES NOT PROVIDE SECURITY SERVICES OR SUPERVISION WITH RESPECT TO THE USE OF THE AMENITIES, AND THERE ARE INHERENT RISKS IN THE USE OF THE AMENITIES – E.G., USE MAY RESULT IN SERIOUS BODILY INJURY OR EVEN DEATH. PATRONS ARE RESPONSIBLE FOR THEIR ACTIONS AND ACTIONS OF THEIR GUESTS. PARENTS AND LEGAL GUARDIANS ARE RESPONSIBLE FOR THEIR MINOR CHILDREN WHO USE THE AMENITIES AND PATRONS WILL BE HELD ACCOUNTABLE FOR THEIR ACTIONS. VIOLATION OF ONE OR MORE OF THE POLICIES STATED HEREIN MAY RESULT IN WARNINGS, SUSPENSION OR TERMINATION OF AMENITY PRIVILEGES. THE DISTRICT WILL PROSECUTE ILLEGAL ACTIVITY TO THE FULL FORCE OF THE LAW.
- (3) **Resident Access and Usage.** Residents are permitted to access and use the Amenities in accordance with the Policies set forth herein and are not responsible for paying the Non-Resident User Fee set forth herein. In order to fund the operation, maintenance and preservation of the facilities, projects and services of the District, the District levies operation and maintenance special assessments ("O&M Assessments") payable by property owners within the District, in accordance with the District's annual budget and assessment resolutions adopted each fiscal year and may additionally levy debt service assessments payable by property owners to repay debt used to finance public improvements. Residents shall not be entitled to a refund of any O&M Assessments or debt service special assessments due to closure of the Amenities or suspension of that Resident's privileges to use the Amenities. Residents must complete the "Amenity Access Registration Form" prior to access or use of the Amenities, attached hereto as **Exhibit B**, and each Household shall receive two Access Cards.
- (4) **Non-Resident Patron Access and Usage.** A Non-Resident Patron must pay the Non-Resident User Fee to have the right to use the Amenities for one full year, which year begins from the date of receipt of payment to the District. This Non-Resident User Fee must be paid in full before the Non-Resident may use the Amenities. Each subsequent Annual Non-Resident User Fee shall be paid in full on the anniversary date of application. Annual Non-Resident User Fees may be renewed no more than thirty (30) days in advance of the date of expiration and for no more than one calendar year. Multi-year memberships are not available. The Annual Non-Resident User Fee is nonrefundable and nontransferable. Non-Resident Patrons must complete the Amenity Facilities Access Registration Form prior to access or use of the Amenities.
- (5) **Guest Access and Usage.** Each Household is entitled to bring four (4) persons as Guests to the Amenities at one time. District Staff shall be authorized to verify and enforce the authorized number of Guests. A Patron may accompany its Guests during its Guests' use of the Amenities and in every event is responsible for all actions, omissions and negligence of such Guests, including Guests' adherence or failure to adhere,

to the Amenity Policies. Violation of these Amenity Policies by a Guest may result in suspension or termination of the Patron's Amenity privileges. Exceeding the authorized number of Guests specified above shall be grounds for suspension or termination of a Household's access and usage privileges.

- (6) **Renter's Privileges.** Residents who rent or lease residential units in the District shall have the right to designate the Renter of a residential unit as the beneficial users of the Resident's privileges to use the Amenities, subject to requirements stated herein.

Resident shall provide a written notice to the District Manager on the "Assignment of Amenity Rights and Privileges" form attached hereto as **Exhibit C**, designating and identifying the Renter who shall hold the beneficial usage rights, submitting with such notice the Renter's proof of residency (i.e., a copy of the lease agreement). Renter's Access Card shall expire at the end of the lease term and may be reactivated upon provision of proof of residency.

Renter who is designated by a Resident as the beneficial user of the Resident's rights to use the Amenities shall be entitled to the same rights and privileges to use the Amenities as the Resident, subject to all Amenity Policies. During the period when a Renter is designated as the beneficial user, the Resident shall not be entitled to use the Amenities. In other words, Renter's and Resident's cannot simultaneously hold Amenity privileges associated with that residential unit. Residents may retain their Amenities rights in lieu of granting them to their Renters.

Residents shall be responsible for all charges incurred by their Renters which remain unpaid after the customary billing and collection procedures established by the District. Residents are responsible for the deportment of their respective Renter, including the Renter's adherence to the Amenity Policies.

- (7) **Access Cards.** Access Cards will be issued to each Household upon notification of the District with sufficient proof of closing on a unit within the District, or upon approval of Non-Resident Patron application and payment of applicable Annual User Fee, or upon verification and approval of Renter designation. Proof of property ownership may be required annually. All Patrons must use their Access Card for entrance to the Amenities. A maximum of two (2) Access Cards will be issued per Household under all circumstances.

All Patrons must use the Access Card issued to their Household for entrance to the Amenity Facilities. Each Household will be issued two (2) initial Access Cards free of charge. Replacement Access Cards may be purchased in accordance with the Amenity Rates then in effect.

Patrons must scan their Access Cards in the card reader to gain access to the Amenities. This Access Card system provides a security and safety measure for Patrons and protects the Amenities from non-Patron entry. Under no circumstances shall a Patron provide their Access Card to another person, whether Patron or non-Patron, to allow access to the Amenities, and under no circumstances shall a Patron intentionally leave doors, gates, or other entrance barriers open to allow entry by non-Patrons.

Access Cards are the property of the District and are non-transferable except in accordance with the District's Amenity Policies. All lost or stolen cards must be reported immediately to District Staff. Fees shall apply to replace any lost or stolen cards. Patrons are responsible for notifying the District immediately if an Access Card is lost or stolen. The lost or stolen Access Card will be immediately deactivated. Patrons are also responsible for notifying the District when they sell their home. Each Patron shall be responsible for the actions of those individuals using the Patron's Access Card unless said Access Card is reported as being lost or stolen.

GENERAL AMENITY POLICIES

- (1) **Hours of Operation.** All hours of operation of the Amenities will be established and published by the District on its website and/or posted at the applicable facility. The District may restrict access or close some or all of the Amenities due to inclement weather, for purposes of providing a community activity, for making improvements, for conducting maintenance, or for other purposes as circumstances may arise. Any programs or activities of the District may have priority over other users of the Amenities. Unless otherwise posted on the website or at the applicable facility, all outdoor Amenities are open only from dawn until dusk (unless herein otherwise noted). No Patron is allowed in the service areas of the Amenities.
- (2) **General Usage Guidelines.** The following guidelines supplement specific provisions of the Amenity Policies and are generally applicable and shall govern the access and use of the Amenities:
 - (a) **Registration and Access Cards.** Each Patron must scan in an Access Card in order to access the Amenities and must have his or her assigned Access Card in their possession and available for inspection upon District Staff's request. Access Cards are only to be used by the Patron to whom they are issued. In the case of Guests, Guests should be accompanied by a Patron possessing a valid Access Card at all times or such Guest will be subject to confirmation of right to access the Amenities by District Staff.
 - (b) **Attire.** With the exception of the pool and wet areas where bathing suits are permitted, Patrons and Guests must be properly attired with shirts and shoes to use the Amenities for its intended use. Bathing suits and wet feet are not allowed indoors with the exception of the bathrooms appurtenant to the pool area.
 - (c) **Food and Drink.** Food and drink will be limited to designated areas only. No glass containers of any type are permitted at any of the Amenities. All persons using any of the Amenities must keep the area clean by properly disposing of trash or debris.
 - (d) **Parking and Vehicles.** Vehicles must be parked in designated areas. Vehicles should not be parked on grass lawns, pond banks, roadsides, or in any way which blocks the normal flow of traffic. During special events, alternative parking arrangements may be authorized but only as directed by District Staff. Off-road bikes/vehicles (including ATVs), golf carts and other electric vehicles are prohibited on all property owned, maintained and operated by the District or at any of the Amenities within District unless they are owned by the District.
 - (e) **Fireworks / Flames.** Fireworks or open flames of any kind are not permitted anywhere on District owned property or adjacent areas.
 - (f) **Skateboards, Etc.** Bicycles, scooters, skateboards or rollerblades are not permitted on Amenity property which includes, but is not limited to, the amenity parking lot, pool area, tot lot, and sidewalks surrounding these areas.
 - (g) **Grills.** Personal barbeque grills are not permitted at the Amenities or on any other District owned property.
 - (h) **Firearms.** The possession and use of firearms shall be in strict accordance with Florida law.
 - (i) **Equipment.** All District equipment, furniture and other tangible property must be returned in good condition after use. Patrons and Guests are encouraged to notify District Staff if such items need repair, maintenance or cleaning.
 - (j) **Littering.** Patrons and Guests are responsible for cleaning up after themselves and helping to keep the Amenities clean at all times.
 - (k) **Bounce Houses and Other Structures.** Bounce houses and similar apparatus are permitted only outdoors and at the discretion of, and in areas designated by, the District in writing at least a week in advance of such request. Proof of liability insurance acceptable to the District shall also be

required.

- (l) **Excessive Noise.** Excessive noise that will disturb other Patrons and Guests is not permitted, including but not limited to use of cellular phones and speakers of any kind that amplify sound.
- (m) **Lost or Stolen Property.** The District is not responsible for lost or stolen items. The Amenity Manager is not permitted to hold valuables or bags for Patrons or Guests. All found items should be turned into the Amenity Manager for storage in the lost and found, if one is available. Items will be stored in the lost and found for two weeks after which District Staff shall dispose of such items in such manner as determined in its sole discretion; provided, however, that District Staff shall not be permitted to keep such items personally or to give such items to a Patron not otherwise claiming ownership.
- (n) **Trespassing / Loitering.** There is no trespassing or loitering allowed at the Amenities.
- (o) **Compliance with Laws and District Rules and Policies.** All Patrons and Guests shall abide by and comply with all applicable federal, state and local laws, rules, regulations, ordinances and policies, as well as all District Policies, while present at or utilizing the Amenities, and shall ensure that any minor for whom they are responsible also complies with the same.
- (p) **Courtesy.** Patrons and Guests shall treat all District Staff and their designees, other Patrons and Guests with courtesy and respect. If District Staff requests that a Patron or Guest leave the Amenity Facilities due to failure to comply with these rules and policies, or due to a threat to the health, safety, or welfare, failure to comply may result in immediate suspension or termination of Amenity privileges.
- (q) **Profanity / Obscenity.** Loud, profane, abusive, or obscene language or behavior is prohibited.
- (r) **Emergencies.** In the event of an injury or other emergency, please contact 911 and alert District Staff immediately.
- (s) **False Alarms.** Any Patron improperly attempting to enter the Amenity Facilities outside of regular operating hours or without the use of a valid Access Card and who thereby causes a security alert will be responsible for the full amount of any fee charged to the District in connection with such security alert and related response efforts.
- (t) **Outside Vendors / Commercial Activity.** Outside vendors and commercial activity are prohibited on District property unless they are invited by the District as part of a District event or program or as authorized by the District in connection with a rental of the Amenity Facilities.
- (u) **Organized Activities.** Any organized activities taking place at the Amenity Center must first be approved by the District. This includes, but is not limited to, fitness instruction, special events, etc.

SMOKING, DRUGS AND ALCOHOL

Smoking, including using any paraphernalia designed to consume tobacco or other substances such as vaping and electric and non-electronic devices, is prohibited anywhere inside the Amenity Facilities, including any building, or enclosed or fenced area to the maximum extent of the prohibitions set forth in Florida law, including the Florida Clean Indoor Air Act or other subsequent legislation. Additionally, to the extent not prohibited by law, smoking is discouraged in all other areas of the Amenities and on District owned property. All waste must be disposed of in the appropriate receptacles. Any violation of this policy shall be reported to District Staff.

Possession, use and/or consumption of illegal drugs or alcoholic beverages is prohibited at the Amenities and on all other District owned property absent express permission by the District subject to the provisions herein. Any person that appears to be under the influence of drugs or alcohol will be asked to leave the Amenities. Violation of this policy may result in suspension or termination of Amenity access and usage privileges and illegal drug use may be punished to the maximum extent allowed by law.

SERVICE ANIMAL POLICY

A Service Animal must be kept under the control of its handler by leash or harness, unless doing so interferes with the Service Animal's work or tasks or the individual's disability prevents doing so. The District may remove the Service Animal only under the following conditions:

- If the Service Animal is out of control and the handler does not take effective measures to control it;
- If the Service Animal is not housebroken; or,
- If the Service Animal's behavior poses a direct threat to the health and safety of others.

The District is prohibited from asking about the nature or extent of an individual's disability to determine whether an animal is a Service Animal or pet. However, the District may ask whether an animal is a Service Animal required because of a disability and what work or tasks the animal has been trained to perform.

SWIMMING POOL POLICIES

- (1) **Operating Hours.** Swimming is permitted only during designated hours, as posted at the pool. Swimming is prohibited from 30 minutes before dusk until 30 minutes after dawn pursuant to the Florida Department of Health.
- (2) **Swim at Your Own Risk.** Lifeguards are not on duty. All persons using the pool do so at their own risk and must abide by all swimming pool rules and policies.
- (3) **Supervision of Minors.** Non-swimming children should have adult supervision with them and within arm's reach at all times. Persons unable to swim safely and/or without assistance must be accompanied by a capable adult at all times in and around the pool. All children, regardless of age, using inflatable armbands (i.e., water wings) or any approved Coast Guard flotation device **MUST** be supervised by an adult who is in the water and within arm's length of the child. Even proficient swimmers could find themselves at risk, the District recommends Patrons and Guests not swim alone.
- (4) **Aquatic Toys and Recreational Equipment.** No flotation devices are allowed in the pool except for water wings and swim rings used by small children, under the direct supervision of an adult as specified in Section (3) immediately above. Inflatable rafts, balls, pool floats and other toys and equipment are prohibited.
- (5) **Prevention of Disease.** All swimmers must shower before initially entering the pool. Persons with open cuts, wounds, sores or blisters, nasal or ear discharge, or who are experiencing diarrhea may not use the pool. No person should use the pool with or suspected of having a communicable disease which could be transmitted through the use of the pool.
- (6) **Attire.** Appropriate swimming attire (swimsuits) must be worn at all times.
- (7) **Conduct.** No cursing, offensive language or gestures, threatening language or behavior, or lewd behavior is allowed.
- (8) **Horseplay.** No jumping, pushing, running, wrestling, excessive splashing, sitting or standing on shoulders, spitting water, or other horseplay is allowed in the pool or on the pool deck area.
- (9) **Diving.** Diving is strictly prohibited at the pool. Back dives, back flips, back jumps, cannonball splashing or other dangerous actions are prohibited.
- (10) **Music / Audio.** Radios and other audio devices are prohibited; other than when used with headphones.
- (11) **Weather.** The pool and pool area will be closed during electrical storms or when rain makes it difficult to see any part of the pool or pool bottom clearly. The pool will be closed at the first sound of thunder or sighting of lightning and will remain closed for thirty (30) minutes after the last sighting. Everyone must leave the pool deck immediately upon hearing thunder or sighting lightning. This policy shall be enforced in staffed and unmonitored and unstaffed Amenities.
- (12) **Pool Furniture; Reservation of Tables or Chairs.** Tables and chairs may not be removed from the pool deck. Tables or chairs on the deck area may not be reserved by placing towels or personal belongings on them except temporarily to allow the Patron using them to enter the pool or use the restroom facilities.
- (13) **Entrances.** Pool entrances must be kept clear at all times.
- (14) **Pollution.** No one shall pollute the pool. Anyone who does pollute the pool is liable for any costs incurred in treating and reopening the pool.
- (15) **Swim Diapers.** Children under the age of three (3) years, and anyone who is 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 contaminating the swimming pool and deck area. If contamination occurs, the pool will be shocked and closed for a period of at least twelve (12) hours. Persons not abiding by this policy shall be responsible for any costs incurred in treating and reopening the pool.
- (16) **Staff Only.** Only authorized staff members and contractors are allowed in the service and chemical storage areas. Only authorized staff members and contractors may operate pool equipment or use pool chemicals.

- (17) **Pool Closure.** In addition to local municipal, county and the State of Florida health code standards for pools and pool facilities, and as noted above, the pool will be closed for the following reasons:
- During severe weather conditions (heavy rain, lightning and thunder) and warnings, especially when visibility to the pool bottom is compromised (deck also closed).
 - For thirty (30) minutes following the last occurrence of thunder or lightning (deck also closed).
 - Operational and mechanical treatments or difficulties affecting pool water quality.
 - For a reasonable period following any mishap that resulted in contamination of pool water.
 - Any other reason deemed to be in the best interests of the District as determined by District Staff.
- (18) **Containers.** No glass, breakable items, or alcoholic beverages are permitted in the pool area. No food or chewing gum is allowed in the pool.
- (19) **No Private Rentals.** The pool area is not available for rental for private events. All pool rules and limitations on authorized numbers of Guests remain in full affect at all times.
- (20) **Programming.** District Staff reserves the right to authorize all programs and activities, including with regard to the number of guest participants, equipment, supplies, usage, etc., conducted at the pool, including swim lessons, aquatic/recreational programs and pool parties. Any organized activities taking place at the Amenity Center must first be approved by the District in writing.

MULTI-PURPOSE FIELD POLICIES

- (1) **Hours.** The Multi-Purpose Field shall be available for use from sunrise until sunset. No access will be allowed, by a Patron or any other person, before or after Multi-Purpose Field hours.
- (2) **Eligible Users.** Patrons and Guests ten (10) years of age and older are permitted to use the Multi-Purpose Field. Children under ten (10) years of age must be accompanied at all times by a guardian or adult Patron over (18) years of age during usage of the Multi-Purpose Field.
- (3) **Emergencies.** For all emergencies, call 911 immediately. All emergencies and injuries must also be reported to the District Manager, whose number is on the District's website.
- (4) **Reservations.** This facility is on a first come, first serve basis, unless reserved in accordance with the Facility Rental Policies described herein. Use of a field is limited to one (1) hour when others are waiting.
- (5) **General Policies.**
- (a) The Multi-Purpose Field is not to be used for events other than athletic events, Board approved reservations, or District sponsored events.
 - (b) Pets (other than service animals), bicycles, skates, skateboard, scooters, rollerblades and motorized vehicles of any kind are not permitted in the Multi-Purpose Field at any time.
 - (c) Alcoholic beverages, glass containers and other breakable items are prohibited.
 - (d) The use of profanity or disruptive behavior is prohibited.
 - (e) Patrons must bring their own sports equipment (e.g., soccer balls, softball bats, etc.).
 - (f) Persons using the Multi-Purpose Field must clean up all food, beverages and miscellaneous trash brought to the Multi-Purpose Field.

- (g) Use of the Multi-Purpose Field may be limited from time to time due to a District-sponsored event.

LAKES AND PONDS POLICIES

Lakes within the District primarily function as retention ponds to facilitate the District's system for treatment of stormwater runoff and overflow. As a result, contaminants may be present in the water. These policies are intended to limit contact with such contaminants and ensure continued operations of the Lakes while allowing limited recreational use.

- (1) Users of District Lakes shall not engage in any conduct or omission that violates any ordinance, resolution, law, permit requirement or regulations of any governmental entity relating to the District Lakes.
- (2) Wading and swimming in District Lakes are prohibited.
- (3) Patrons may fish from District Lakes in designated areas only. However, the District has a "catch and release" policy for all fish caught.
- (4) Pets are not allowed in District Lakes.
- (5) Owners of property abutting the District Lakes shall take such actions as may be necessary to remove underbrush, weeds or unsightly growth from the Owner's property that detract from the overall beauty and safety of the property. Further, all Owners shall not make improvements on private property that negatively affect the Lakes, including causing erosion or impairments to the Lakes as a stormwater system.
- (6) No docks or other structures, whether permanent or temporary, shall be constructed and placed in or around the District Lakes or other District stormwater management facilities unless properly permitted and approved by the District and other applicable governmental agencies.
- (7) No pipes, pumps or other devices used for irrigation, or the withdrawal of water shall be placed in or around the District Lakes, except by the District.
- (8) No foreign materials may be disposed of in the District Lakes, including, but not limited to tree branches, paint, cement, oils, soap suds, building materials, chemicals, fertilizers, or any other material that is not naturally occurring or which may be detrimental to the Lake environment.
- (9) Easements through resident backyards along the community's stormwater management system are for maintenance purposes only and are not general grants for access for fishing or any other recreational purpose. Access to residents' backyards via these maintenance easements is prohibited. Unless individual property owners explicitly grant permission for others to access their backyards, entering their private property can be considered trespassing. Please be considerate of the privacy rights of other residents.
- (10) Beware of wildlife, water moccasins and other snakes, alligators, snapping turtles, birds and other wildlife which may pose a threat to your safety are commonly found in stormwater management facilities in Florida. Wildlife may not be fed. Wildlife may neither be removed from nor released into the District Lakes; notwithstanding the foregoing, nuisance alligators posing a threat to the health, safety and welfare may be removed by a properly permitted and licensed nuisance alligator trapper, in accordance with all applicable state and local laws, rules, ordinances and policies including but not limited to rules promulgated by the Florida Fish and Wildlife Conservation Commission ("FWC"). Anyone concerned about an alligator is encouraged to call FWC's toll-free Nuisance Alligator Hotline at 866-FWC-GATOR (866-392-4286).
- (11) Any hazardous conditions concerning the District Lakes must immediately be reported to the District Manager and the proper authorities.

SUSPENSION AND TERMINATION OF PRIVILEGES

SUSPENSION AND TERMINATION OF ACCESS RULE

Law Implemented: ss. 120.69, 190.011, 190.012, Fla. Stat. (2024)

Effective Date: [DATE]

In accordance with Chapters 190 and 120 of the Florida Statutes, and on [DATE] at a duly noticed public meeting, the Board of Supervisors (“Board”) of the Westside Haines City Community Development District (“District”) adopted the following rules / policies to govern disciplinary and enforcement matters. All prior rules / policies of the District governing this subject matter are hereby rescinded for any violations occurring after the date stated above.

1. Introduction. This rule addresses disciplinary and enforcement matters relating to the use of the Amenities and other properties owned and managed by the District (“Amenity Center” or “Amenity Facilities”).

2. General Rule. All persons using the Amenity Facilities and entering District properties are responsible for compliance with the Policies established for the safe operations of the District’s Amenity Facilities.

3. Access Card. Access Cards are the property of the District. The District may request surrender of, or may deactivate, an Access Card for violation of the District’s Policies established for the safe operations of the District’s Amenity Facilities.

4. Suspension and Termination of Rights. The District, through its Board of Supervisors (“Board”) and District Manager shall have the right to restrict or suspend, and after a hearing as set forth herein, terminate the Amenity Facilities access of any Patron and members of their household or Guests to use all or a portion of the Amenity Facilities for any of the following acts (each, a “Violation”):

- a. Submitting false information on any application for use of the Amenity Facilities, including but not limited to facility rental applications;
- b. Failing to abide by the terms of rental applications;
- c. Permitting the unauthorized use of a Patron Card or otherwise facilitating or allowing unauthorized use of the Amenity Facilities;
- d. Exhibiting inappropriate behavior or repeatedly wearing inappropriate attire;
- e. Failing to pay amounts owed to the District in a proper and timely manner (with the exception of special assessments);
- f. Failing to abide by any District rules or policies (e.g., Amenity Policies);
- g. Treating District Staff, contractors, representatives, residents, Patrons or Guests, in a harassing or abusive manner;
- h. Damaging, destroying, rendering inoperable or interfering with the operation of District property, Amenities or other property located on District property;
- i. Failing to reimburse the District for Amenities or property damaged by such person, or a minor for whom the person has charge, or a Guest;
- j. Engaging in conduct that is likely to endanger the health, safety, or welfare of the District, District Staff, contractors, representatives, landowners, Patrons or Guests;

- k. Committing or being alleged, in good faith, to have committed a crime on District property that leads the District to reasonably believe the health, safety or welfare of the District, District Staff, contractors, representatives, landowners, Patrons or Guests is likely endangered;
- l. Engaging in another Violation after a verbal warning has been given by staff (which verbal warning is not required); or
- m. Such person's Guest or a member of their household committing any of the above Violations.

Permanent termination of access to the District's Amenity Facilities shall only be considered and implemented by the Board in situations that pose a long term or continuing threat to the health, safety and/or welfare of the District, District Staff, contractors, representatives, landowners, Patrons or Guests. The Board, in its sole discretion and upon motion of any Board member, may vote to rescind a termination of access to the Amenity Facilities.

5. Suspension Procedures.

- a. ***Immediate Suspension.*** The District Manager or his or her designee has the ability to immediately remove any person from one or all Amenities or issue a suspension for up to sixty (60) days for the Violations described above, 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 Amenities or property from damage. If, based on the nature of the offense, staff recommends a suspension longer than sixty (60) days, such suspension shall be considered at the next Board meeting. Crimes committed or allegedly committed on District property shall automatically result in an immediate suspension until the next Board meeting.
- b. ***Notice of Suspension.*** The District Manager or his or her designee shall mail a letter to the person suspended referencing the conduct at issue, the sections of the District's rules and policies violated, the time, date, and location of the next regular Board meeting where the person's suspension will be presented to the Board, and a statement that the person has a right to appear before the Board and offer testimony and evidence why the suspension should be lifted. If the person is a minor, the letter shall be sent to the adults at the address within the community where the minor resides.

6. Administrative Reimbursement. The Board may in its discretion require payment of an administrative reimbursement of up to Five Hundred Dollars (\$500) in order to offset the actual legal and/or administrative expenses incurred by the District as a result of a Violation ("Administrative Reimbursement"). Such Administrative Reimbursement shall be in addition to any suspension or termination of Amenity access, any applicable legal action warranted by the circumstances, and/or any Property Damage Reimbursement (defined below).

7. Property Damage Reimbursement. If damage to District property or Amenities occurred in connection with a Violation, the person or persons who caused the damage, or the person whose guest caused the damage, or the person who has charge of a minor that caused the damage, shall reimburse the District for the costs of cleaning, repairing, and/or replacing the property ("Property Damage Reimbursement"). Such Property Damage Reimbursement shall be in addition to any suspension or termination of Amenity access, any applicable legal action warranted by the circumstances, and/or any Administrative Reimbursement.

8. Initial Hearing by the Board; Administrative Reimbursement; Property Damage Reimbursement.

- a. If a person's Amenity Facilities privileges are suspended, as referenced in Section 5, such person shall be entitled to a hearing at the next regularly scheduled Board meeting that is at least eight (8) days after the initial suspension, as evidenced by the date of notice sent by certified electronic or other mail service or as soon thereafter as a Board meeting is held if the meeting referenced in the

letter is canceled, during which both District staff and the person subject to the suspension shall be given the opportunity to appear, present testimony and evidence, cross examine witnesses present, and make arguments. The Board may also ask questions of District Staff, the person subject to the suspension, and witnesses present. All persons are entitled to be represented by a licensed Florida attorney at such hearing if they so choose. Any written materials should be submitted at least seven (7) days before the hearing for consideration by the Board. If the date of the suspension is less than eight (8) days before a Board meeting, the hearing may be scheduled for the following Board meeting at the discretion of the person subject to the suspension.

- b. The person subject to the suspension may request an extension of the hearing date to a future Board meeting, which shall be granted upon a showing of good cause, but such extension shall not stay the suspension.
- c. After the presentations by District Staff, witnesses and the person subject to the suspension, the Board shall consider the facts and circumstances and determine whether to lift or extend the suspension or impose a termination. In determining the length of any suspension, or a termination, the Board shall consider the nature of the conduct, the circumstances of the conduct, the number of rules or policies violated, the person's escalation or de-escalation of the situation, and any prior Violations and/or suspensions.
- d. The Board shall also determine whether an Administrative Reimbursement is warranted and, if so, set the amount of such Administrative Reimbursement.
- e. The Board shall also determine whether a Property Damage Reimbursement is warranted and, if so, set the amount of such Property Damage Reimbursement. If the cost to clean, repair and/or replace the property is not yet available, the Property Damage Reimbursement shall be fixed at the next regularly scheduled Board meeting after the cost to clean, repair, and/or replace the property is known.
- f. After the conclusion of the hearing, the District Manager or his/her designee shall mail a letter to the person suspended identifying the Board's determination at such hearing.

9. Suspension by the Board. The Board on its own initiative acting at a noticed public meeting may elect to consider a suspension of a person's access for committing any of the Violations outlined in Section 4. In such circumstances, a letter shall be sent to the person suspended which contains all the information required by Section 5, and the hearing shall be conducted in accordance with Section 8.

10. Automatic Extension of Suspension for Non-Payment. Unless there is an affirmative vote of the Board otherwise, no suspension or termination will be lifted or expire until all Administrative Reimbursements and Property Damage Reimbursements have been paid to the District. If an Administrative Reimbursement or Property Damage Reimbursement is not paid by its due date, the District reserves the right to request surrender of, or deactivate, all Access Cards associated with an address within the District until such time as the outstanding amounts are paid.

11. Appeal of Board Suspension. After the hearing held by the Board required by Section 8, a person subject to a suspension or termination may appeal the suspension or termination, or the assessment or amount of an Administrative Reimbursement or Property Damage Reimbursement, to the Board by filing a written request for an appeal ("Appeal Request"). The filing of an Appeal Request shall not result in the stay of the suspension or termination. The Appeal Request shall be filed within thirty (30) calendar days after mailing the notice of the Board's determination as required by Section 8(f), above. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt by the District. Failure to file an Appeal Request shall constitute a waiver of all rights to protest the District's suspension or termination and shall constitute a failure to exhaust administrative remedies. The District shall consider the appeal at a Board meeting and shall provide reasonable notice to the person of the Board meeting where the appeal will be considered. At the appeal stage, no new evidence shall be offered or considered. Instead, the appeal is an opportunity for the person subject to the suspension or termination to argue, based on the evidence elicited at the hearing, why the suspension or termination

should be reduced or vacated. The Board may take any action deemed by it in its sole discretion to be appropriate under the circumstances, including affirming, overturning, or otherwise modifying the suspension or termination. The Board's decision on appeal shall be final.

12. Legal Action; Criminal Prosecution; Trespass. If any person is found to have committed a Violation, such person may additionally be subject to arrest for trespassing or other applicable legal action, civil or criminal in nature. If a person subject to suspension or termination is found at the Amenity Facilities, such person will be subject to arrest for trespassing. If a trespass warrant is issued to a person by a law enforcement agency, the District has no obligation to seek a withdrawal or termination of the trespass warrant even though the issuance of the trespass warrant may effectively prevent a person from using the District's Amenities after expiration of a suspension imposed by the District.

13. Severability. If any section, paragraph, clause or provision of this rule shall be held to be invalid or ineffective for any reason, the remainder of this rule shall continue in full force and effect, it being expressly hereby found and declared that the remainder of this rule would have been adopted despite the invalidity or ineffectiveness of such section, paragraph, clause or provision.

USE AT OWN RISK; INDEMNIFICATION

Any Patron, Guest, or other person who participates in the Activities (as defined below), shall do so at his or her own risk, and said Patron, Guest or other person and any of his or her Guests or invitees and any members of his or her Household shall indemnify, defend, release, hold harmless and forever discharge the District and its present, former and future supervisors, staff, officers, employees, representatives, agents and contractors of each (together, "Indemnitees"), for any and all liability, claims, lawsuits, actions, suits or demands, whether known or unknown, in law or equity, by any individual of any age, or any corporation or other entity, for any and all loss, injury, damage, theft, real or personal property damage, expenses (including attorneys' fees, paralegal fees, costs and other expenses for investigation and defense and in connection with, among other proceedings, alternative dispute resolution, mediation, trial court and appellate proceedings), and harm of any kind or nature arising out of or in connection with his or her participation in the Activities, regardless of determination of who may be wholly or partially at fault.

Should any Patron, Guest, or other person bring suit against the Indemnitees in connection with the Activities or relating in any way to the Amenities, and fail to obtain judgment therein against the Indemnitees, said Patron, Guest, or other person shall be liable to the District for all attorneys' fees, paralegal fees, costs and other expenses for investigation and defense and in connection with, among other proceedings, alternative dispute resolution, mediation, trial court, and appellate proceedings.

The waiver of liability contained herein does not apply to any grossly negligent act by the Indemnitees.

For purposes of this section, the term "Activities" means the use of or acceptance of the use of the Amenities, or engagement in any contest, game, function, exercise, competition, sport, event or other activity operated, organized, arranged or sponsored by the District, its contractors or third parties authorized by the District, including any use of District property or the Amenities whatsoever.

SOVEREIGN IMMUNITY

Nothing herein shall constitute or be construed as a waiver of the District's sovereign immunity or limited waiver of liability contained in Section 768.28, F.S., or other statutes or law.

SEVERABILITY

The invalidity or unenforceability of any one or more provisions of these Policies shall not affect the validity or enforceability of the remaining provisions, or any part of the Policies not held to be invalid or unenforceable.

AMENDMENTS AND WAIVERS

The Board in its sole discretion may amend these Amenity Policies from time to time provided that the Suspension and Termination of Access Rule and all rates, fees and charges will only be permanently changed during a public hearing and consistent with Chapter 120, Florida Statutes. The Amenity Policies may be changed by vote or consensus of the Board at a public meeting but does not require a public hearing. The Board by vote at a public meeting or the District Manager may elect in its/their sole discretion at any time to grant waivers to any of the provisions of these Amenity Policies, provided however that the Board is informed within a reasonable time of any such waivers.

Exhibit A: Amenity Rates

Exhibit B: Amenity Access Registration Form

EXHIBIT A
AMENITY RATES

TYPE	RATE
Annual User Fee	\$2,000.00 - \$4,000.00
Replacement Access Card	\$25.00
Returned Check/Insufficient Funds Fee	\$50.00
Administrative Fee	Up to \$500.00

EXHIBIT B
AMENITIES ACCESS REGISTRATION FORM

**WESTSIDE HAINES CITY COMMUNITY DEVELOPMENT DISTRICT
AMENITIES ACCESS REGISTRATION FORM**

NAME: _____

ADDRESS: _____

HOME TELEPHONE: _____ CELL PHONE: _____

EMAIL ADDRESS: _____

ADDITIONAL RESIDENT 1: _____ DOB IF UNDER 18 _____

ADDITIONAL RESIDENT 2: _____ DOB IF UNDER 18 _____

ADDITIONAL RESIDENT 3: _____ DOB IF UNDER 18 _____

ADDITIONAL RESIDENT 4: _____ DOB IF UNDER 18 _____

ADDITIONAL RESIDENT 5: _____ DOB IF UNDER 18 _____

ACCEPTANCE:

I acknowledge receipt of the Access Card(s) for the above-listed residents and that the above information is true and correct. I understand that I have willingly provided all the information requested above and that it may be used by the Westside Haines City Community Development District ("District") for various purposes. **I also understand that by providing this information that it may be accessed under public records laws.** I also understand that I am financially responsible for any damage caused by me, my family members and my guests and the damages resulting from the loss or theft of my or my family members' Access Card(s). It is understood that Access Cards are the property of the District and are non-transferable except in accordance with the District's rules, policies and/or regulations, and any necessary replacement will be at an applicable replacement Access Card fee. In consideration for the admittance of the above listed persons and their guests into the facilities owned and operated by the District, I agree to hold harmless and release the District, its supervisors, agents, officers, professional staff and employees from any and all liability for any injuries that might occur, whether such occurrence happens wholly or in part by me or my family members' or guests' fault, in conjunction with the use of any of the District's Amenities (as defined in the District's Amenity Policies and Rates), as well while on the District's property. Nothing herein shall be considered as a waiver of the District's sovereign immunity or limits of liability beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28 Florida Statutes or other statute.

Signature of Patron (Parent or Legal Guardian if Minor)

Date

AFFIDAVIT OF RESIDENCY: (REQUIRED IF LEGAL FORM OF PROOF OF RESIDENCY NOT PROVIDED)

I hereby state that the address listed above is the bona fide residence for all residents listed in this Amenities Access Registration Form and that such address is located within the Westside Haines City Community Development District. I acknowledge that a false statement in this affidavit may subject me to penalties for making a false statement pursuant to Section 837.06, *Florida Statutes*. I declare that I have read the foregoing and the facts alleged are true and correct to the best of my knowledge and belief.

Signature of Patron

State of Florida

County of _____

The foregoing was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 20____,
by _____ who is [] personally known to me or [] produced _____ as identification.

(NOTARY SEAL)

Official Notary Public Signature _____

RECEIPT OF DISTRICT'S AMENITY POLICIES AND RATES:

I acknowledge that I have been provided a copy of and understand the terms in the **Amenity Policies** of the Westside Haines City Community Development District.

Signature of Patron

(Parent or Legal Guardian if minor)

Date

GUEST POLICY:

Please refer to the **Amenity Policies** for the most current policies regarding Guests.

PLEASE RETURN THIS FORM TO:

Westside Haines City Community Development District
c/o Governmental Management Services-CF, LLC
219 East Livingston Street
Orlando, FL 32801
Tel: (407) 841-5524

OFFICE USE ONLY:

Date Received

Date Entered in System

Staff Member Signature

PRIMARY RESIDENT:

Access Card #

ADDITIONAL INFORMATION:

Phase ____ – ____ Phase ____ – ____ Phase ____ – ____

New Construction: ____ Re-Sale: ____ Prior Owner: _____

Rental: ____ Landlord/Owner: _____

Lease Term: ____ Tenant/Renter: _____

EXHIBIT C
ASSIGNMENT OF AMENITY RIGHTS AND PRIVILEGES

WESTSIDE HAINES CITY COMMUNITY DEVELOPMENT DISTRICT ASSIGNMENT OF AMENITY RIGHTS AND PRIVILEGES

Instructions: All capitalized terms are as defined in the District's Amenity Policies. This form must be completed in its entirety and returned to the District Manager or District Staff, as applicable, in order for amenity access privileges to be granted to any Renter. The form must be completed and signed by all owners and co-owners of the subject property and witnessed. Signatures of agents or property managers acting on behalf of the owner will not be accepted unless accompanied by a properly executed Power of Attorney document granting specific authority to sign the owners' names for this purpose. Upon acceptance of this properly completed document, any Access Cards previously issued to the Household will be deactivated and listed Renters become eligible to apply for Access Cards for the designated lease period. A fee of \$25.00 per Access Card issued is payable by cash or check at the time a card is issued.

Agreement made this date _____ between the owners of the property located at:

(Property address) _____ ("Property")

1. Owners of the Property, by their signatures below, attest the existence of a lawful tenancy with effective dates beginning (date) _____ terminating (date) _____. If length of tenancy is month to month or of an indefinite duration, this Assignment will only be effective for a three (3) month period and after that must be renewed.
2. Owners wish to transfer the rights and privileges to the use and enjoyment of the Amenities within the District to Renters.
3. Upon this transfer, Owners acknowledge their Access Cards will be deactivated as of the date of such transfer.
4. Upon this transfer, Renters acknowledge they must obtain their Access Cards from the District and that Renters have received or have reviewed a copy of the Amenity Policies, dated [DATE] and updated from time to time, to which they agree to follow.
5. Owners acknowledge that nothing in this assignment has any effect on their responsibilities as the owners of the Property to timely pay all Westside Haines City Community Development District fees and special assessments.
6. Renters acknowledge at the end of their tenancy; their Access Cards will be deactivated as of the date their tenancy ends. In the case of a month to month tenancy or a tenancy of indefinite duration acknowledge that their Access Cards will be deactivated after three (3) months but may be renewed by a further assignment by the Owners.
7. Owners and Residents acknowledge that this document is subject to public review under Chapter 119, Florida's Public Records Laws.

ALL OWNERS MUST SIGN BELOW

<div style="margin-bottom: 10px;">_____</div> <div>Owner Signature (required)</div> <div style="margin-top: 20px;">_____</div> <div>Owner Printed Name (required)</div> <div style="margin-top: 20px;">_____</div>	<div style="margin-bottom: 10px;">_____</div> <div>Witness Signature (required)</div> <div style="margin-top: 20px;">_____</div> <div>Witness Printed Name (required)</div> <div style="margin-top: 20px;">_____</div>
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(Additional Owners continue on separate page)

SECTION VI

RESOLUTION NO. 2024-19

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WESTSIDE HAINES CITY COMMUNITY DEVELOPMENT DISTRICT TO DESIGNATE THE DATE, TIME AND PLACE OF PUBLIC HEARING AND AUTHORIZE PUBLICATION OF NOTICE OF SUCH HEARING FOR THE PURPOSE OF ADOPTING RULES, RATES, FEES AND CHARGES OF THE DISTRICT AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Westside Haines City Community Development District (“**District**”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within Polk County, Florida; and

WHEREAS, the District’s Board of Supervisors (“**Board**”) is authorized by Section 190.011(5), *Florida Statutes*, to adopt rules and orders pursuant to Chapter 120, *Florida Statutes*, and to authorize user charges or fees; and

WHEREAS, the Board finds it is in the District’s best interests to set a public hearing to adopt the rules, rates, fees and charges set forth in **Exhibit A**, which relate to the District’s amenity facilities in the *Brentwood* development.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE WESTSIDE HAINES CITY COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. A Public Hearing will be held to adopt rates, fees and charges of the District on _____, _____, 2024, at 9:30 AM, at the Holiday Inn—Winter Haven, 200 Cypress Gardens Blvd., Winter Haven, FL 33880.

SECTION 2. The District Secretary is directed to publish notice of the hearing in accordance with Section 120.54, *Florida Statutes*.

SECTION 3. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 3rd day of September 2024.

ATTEST:

**WESTSIDE HAINES CITY COMMUNITY
DEVELOPMENT DISTRICT**

Secretary

Chairperson, Board of Supervisors

EXHIBIT A

TYPE	RATE
Annual User Fee	\$2,000.00 - \$4,000.00
Replacement Access Card	\$25.00
Returned Check/Insufficient Funds Fee	\$50.00
Administrative Fee	Up to \$500.00

**WESTSIDE HAINES CITY
COMMUNITY DEVELOPMENT
DISTRICT**

BRENTWOOD

AMENITY POLICIES AND RATES
Adopted [DATE]¹

¹ LAW IMPLEMENTED: SS. 190.011, 190.035, FLA. STAT. (2024); In accordance with Chapter 190 of the Florida Statutes, and on [DATE], at a duly noticed public meeting and after a duly noticed public hearing, the Board of Supervisors of the Westside Haines City Community Development District adopted the following rules, policies and rates governing the operation of the District's facilities and services.

DEFINITIONS

“Amenities” or “Amenity Facilities”– means the properties and areas owned by the District and intended for recreational use and shall include, but not specifically be limited to the swimming pool, pool deck, playground, multi-purpose field(s), gym, dog park, and lakes together with their appurtenant facilities and areas.

“Amenity Policies” or “Policies” and “Amenity Rates” – means these Amenity Policies and Rates of the Westside Haines City Community Development District, as amended from time to time. The Board of Supervisors reserves the right to amend or modify these Policies, as necessary and convenient, in their sole and absolute discretion, and will notify Patrons of any changes. Patrons may obtain the currently effective Policies from the District Manager’s Office. The Board of Supervisors and District Staff shall have full authority to enforce the Amenity Policies.

“Amenity Manager” – means the District Manager or that person or firm so designated by the District’s Board of Supervisors, including their employees.

“Amenity Rates” – means those rates and fees established by the District Board of Supervisors as provided in **Exhibit A** attached hereto.

“Access Card” – means an electronic Access Card issued by the District Manager to each Patron (as defined herein) to access the Amenity Facilities.

“Board of Supervisors” or “Board” – means the Board of Supervisors of the District.

“District” – means the Westside Haines City Community Development District.

“District Staff” – means the professional management company with which the District has contracted to provide management services to the District, including but not limited to: an Amenity Manager, Field Manager, Pool Attendants, Security Guards, District Manager, and District Counsel.

“Guest” – means any person or persons, other than a Patron, who are expressly authorized by the District to use the Amenities or invited for a specific time period and purpose by a Patron to use the Amenities.

“Homeowners Association” or “HOA” or “POA” – means an entity or entities, including its/their employees and agents, which may have jurisdiction over lands located within the District, either now or in the future, which may exist to aid in the enforcement of deed restrictions and covenants applicable to lands within the District.

“Household” – means a residential unit or a group of individuals residing within a Patron’s home. This does not include visiting friends, guests, relatives or extended family not permanently residing in the home. Upon the District’s request, proof of residency may be required by driver’s license or state or federal issued form of identification, including a signed affidavit of residency.

“Lakes” – shall mean those water management and control facilities within the District, including but not limited to stormwater management facilities and ponds.

“Non-Resident” – means any person who does not own property within the District.

“Non-Resident Patron” – means any person or Household not owning property in the District who paid the Annual User Fee to the District for use of all Amenity Facilities.

“Non-Resident User Fee” or “Annual User Fee” – means the fee established by the District for any person that is not a Resident and wishes to become a Non-Resident Patron. The amount of the Annual User Fee is set forth

herein, and that amount is subject to change based on Board action. Payment of the Annual User Fee entitles the person and their Household full access to the Amenities.

“Patron” – means Residents, Non-Resident Patrons, and Renters who have been assigned Resident’s Rights and Privileges through execution of the “Assignment of Amenity Rights and Privileges” form.

“Renter” – means a tenant, occupant or an individual maintaining his or her residence in a home located within the District pursuant to a valid rental or lease agreement. Proof of valid rental or lease agreement shall be required. Renters shall have Patron rights only upon execution of the “Assignment of Amenity Rights and Privileges” form.

“Resident” – means any person or Household owning property within the District.

The words “hereof,” “herein,” “hereto,” “hereby,” “hereinafter” and “hereunder” and variations thereof refer to the entire Amenity Policies and Rates.

All words, terms and defined terms herein importing the singular number shall, where the context requires, import the plural number and vice versa.

AMENITIES ACCESS AND USAGE

- (1) **General.** Only Patrons have the right to use the Amenities; provided, however, that certain community programming events may be available to the general public where permitted by the District, and subject to payment of any applicable fees and satisfaction of any other applicable requirements, including adherence to these Amenity Policies and execution of waivers and hold harmless agreements, as may be applicable.
- (2) **Use at your Own Risk.** ALL PERSONS USING THE AMENITIES DO SO AT THEIR OWN RISK AND AGREE TO ABIDE BY THE AMENITY POLICIES WHICH MAY BE AMENDED FROM TIME TO TIME IN THE DISTRICT'S SOLE DISCRETION. ALL PERSONS USING THE AMENITIES ARE DEEMED TO HAVE READ AND OBTAINED A COPY, IF DESIRED, OF THE MOST RECENT POLICIES. THE DISTRICT SHALL ASSUME NO RESPONSIBILITY AND SHALL NOT BE LIABLE FOR ANY INCIDENTS, ACCIDENTS, PERSONAL INJURY, DEATH, DAMAGE TO OR LOSS OF PROPERTY ARISING FROM THE USE OF THE AMENITIES OR FROM THE ACTS, OMISSIONS OR NEGLIGENCE OF OTHER PERSONS USING THE AMENITIES. THE DISTRICT DOES NOT PROVIDE SECURITY SERVICES OR SUPERVISION WITH RESPECT TO THE USE OF THE AMENITIES, AND THERE ARE INHERENT RISKS IN THE USE OF THE AMENITIES – E.G., USE MAY RESULT IN SERIOUS BODILY INJURY OR EVEN DEATH. PATRONS ARE RESPONSIBLE FOR THEIR ACTIONS AND ACTIONS OF THEIR GUESTS. PARENTS AND LEGAL GUARDIANS ARE RESPONSIBLE FOR THEIR MINOR CHILDREN WHO USE THE AMENITIES AND PATRONS WILL BE HELD ACCOUNTABLE FOR THEIR ACTIONS. VIOLATION OF ONE OR MORE OF THE POLICIES STATED HEREIN MAY RESULT IN WARNINGS, SUSPENSION OR TERMINATION OF AMENITY PRIVILEGES. THE DISTRICT WILL PROSECUTE ILLEGAL ACTIVITY TO THE FULL FORCE OF THE LAW.
- (3) **Resident Access and Usage.** Residents are permitted to access and use the Amenities in accordance with the Policies set forth herein and are not responsible for paying the Non-Resident User Fee set forth herein. In order to fund the operation, maintenance and preservation of the facilities, projects and services of the District, the District levies operation and maintenance special assessments ("O&M Assessments") payable by property owners within the District, in accordance with the District's annual budget and assessment resolutions adopted each fiscal year and may additionally levy debt service assessments payable by property owners to repay debt used to finance public improvements. Residents shall not be entitled to a refund of any O&M Assessments or debt service special assessments due to closure of the Amenities or suspension of that Resident's privileges to use the Amenities. Residents must complete the "Amenity Access Registration Form" prior to access or use of the Amenities, attached hereto as **Exhibit B**, and each Household shall receive two Access Cards.
- (4) **Non-Resident Patron Access and Usage.** A Non-Resident Patron must pay the Non-Resident User Fee to have the right to use the Amenities for one full year, which year begins from the date of receipt of payment to the District. This Non-Resident User Fee must be paid in full before the Non-Resident may use the Amenities. Each subsequent Annual Non-Resident User Fee shall be paid in full on the anniversary date of application. Annual Non-Resident User Fees may be renewed no more than thirty (30) days in advance of the date of expiration and for no more than one calendar year. Multi-year memberships are not available. The Annual Non-Resident User Fee is nonrefundable and nontransferable. Non-Resident Patrons must complete the Amenity Facilities Access Registration Form prior to access or use of the Amenities.
- (5) **Guest Access and Usage.** Each Household is entitled to bring four (4) persons as Guests to the Amenities at one time. District Staff shall be authorized to verify and enforce the authorized number of Guests. A Patron may accompany its Guests during its Guests' use of the Amenities and in every event is responsible for all actions, omissions and negligence of such Guests, including Guests' adherence or failure to adhere,

to the Amenity Policies. Violation of these Amenity Policies by a Guest may result in suspension or termination of the Patron's Amenity privileges. Exceeding the authorized number of Guests specified above shall be grounds for suspension or termination of a Household's access and usage privileges.

- (6) **Renter's Privileges.** Residents who rent or lease residential units in the District shall have the right to designate the Renter of a residential unit as the beneficial users of the Resident's privileges to use the Amenities, subject to requirements stated herein.

Resident shall provide a written notice to the District Manager on the "Assignment of Amenity Rights and Privileges" form attached hereto as **Exhibit C**, designating and identifying the Renter who shall hold the beneficial usage rights, submitting with such notice the Renter's proof of residency (i.e., a copy of the lease agreement). Renter's Access Card shall expire at the end of the lease term and may be reactivated upon provision of proof of residency.

Renter who is designated by a Resident as the beneficial user of the Resident's rights to use the Amenities shall be entitled to the same rights and privileges to use the Amenities as the Resident, subject to all Amenity Policies. During the period when a Renter is designated as the beneficial user, the Resident shall not be entitled to use the Amenities. In other words, Renter's and Resident's cannot simultaneously hold Amenity privileges associated with that residential unit. Residents may retain their Amenities rights in lieu of granting them to their Renters.

Residents shall be responsible for all charges incurred by their Renters which remain unpaid after the customary billing and collection procedures established by the District. Residents are responsible for the deportment of their respective Renter, including the Renter's adherence to the Amenity Policies.

- (7) **Access Cards.** Access Cards will be issued to each Household upon notification of the District with sufficient proof of closing on a unit within the District, or upon approval of Non-Resident Patron application and payment of applicable Annual User Fee, or upon verification and approval of Renter designation. Proof of property ownership may be required annually. All Patrons must use their Access Card for entrance to the Amenities. A maximum of two (2) Access Cards will be issued per Household under all circumstances.

All Patrons must use the Access Card issued to their Household for entrance to the Amenity Facilities. Each Household will be issued two (2) initial Access Cards free of charge. Replacement Access Cards may be purchased in accordance with the Amenity Rates then in effect.

Patrons must scan their Access Cards in the card reader to gain access to the Amenities. This Access Card system provides a security and safety measure for Patrons and protects the Amenities from non-Patron entry. Under no circumstances shall a Patron provide their Access Card to another person, whether Patron or non-Patron, to allow access to the Amenities, and under no circumstances shall a Patron intentionally leave doors, gates, or other entrance barriers open to allow entry by non-Patrons.

Access Cards are the property of the District and are non-transferable except in accordance with the District's Amenity Policies. All lost or stolen cards must be reported immediately to District Staff. Fees shall apply to replace any lost or stolen cards. Patrons are responsible for notifying the District immediately if an Access Card is lost or stolen. The lost or stolen Access Card will be immediately deactivated. Patrons are also responsible for notifying the District when they sell their home. Each Patron shall be responsible for the actions of those individuals using the Patron's Access Card unless said Access Card is reported as being lost or stolen.

GENERAL AMENITY POLICIES

- (1) **Hours of Operation.** All hours of operation of the Amenities will be established and published by the District on its website and/or posted at the applicable facility. The District may restrict access or close some or all of the Amenities due to inclement weather, for purposes of providing a community activity, for making improvements, for conducting maintenance, or for other purposes as circumstances may arise. Any programs or activities of the District may have priority over other users of the Amenities. Unless otherwise posted on the website or at the applicable facility, all outdoor Amenities are open only from dawn until dusk (unless herein otherwise noted). No Patron is allowed in the service areas of the Amenities.
- (2) **General Usage Guidelines.** The following guidelines supplement specific provisions of the Amenity Policies and are generally applicable and shall govern the access and use of the Amenities:
 - (a) **Registration and Access Cards.** Each Patron must scan in an Access Card in order to access the Amenities and must have his or her assigned Access Card in their possession and available for inspection upon District Staff's request. Access Cards are only to be used by the Patron to whom they are issued. In the case of Guests, Guests should be accompanied by a Patron possessing a valid Access Card at all times or such Guest will be subject to confirmation of right to access the Amenities by District Staff.
 - (b) **Attire.** With the exception of the pool and wet areas where bathing suits are permitted, Patrons and Guests must be properly attired with shirts and shoes to use the Amenities for its intended use. Bathing suits and wet feet are not allowed indoors with the exception of the bathrooms appurtenant to the pool area.
 - (c) **Food and Drink.** Food and drink will be limited to designated areas only. No glass containers of any type are permitted at any of the Amenities. All persons using any of the Amenities must keep the area clean by properly disposing of trash or debris.
 - (d) **Parking and Vehicles.** Vehicles must be parked in designated areas. Vehicles should not be parked on grass lawns, pond banks, roadsides, or in any way which blocks the normal flow of traffic. During special events, alternative parking arrangements may be authorized but only as directed by District Staff. Off-road bikes/vehicles (including ATVs), golf carts and other electric vehicles are prohibited on all property owned, maintained and operated by the District or at any of the Amenities within District unless they are owned by the District.
 - (e) **Fireworks / Flames.** Fireworks or open flames of any kind are not permitted anywhere on District owned property or adjacent areas.
 - (f) **Skateboards, Etc.** Bicycles, scooters, skateboards or rollerblades are not permitted on Amenity property which includes, but is not limited to, the amenity parking lot, pool area, tot lot, and sidewalks surrounding these areas.
 - (g) **Grills.** Personal barbeque grills are not permitted at the Amenities or on any other District owned property.
 - (h) **Firearms.** The possession and use of firearms shall be in strict accordance with Florida law.
 - (i) **Equipment.** All District equipment, furniture and other tangible property must be returned in good condition after use. Patrons and Guests are encouraged to notify District Staff if such items need repair, maintenance or cleaning.
 - (j) **Littering.** Patrons and Guests are responsible for cleaning up after themselves and helping to keep the Amenities clean at all times.
 - (k) **Bounce Houses and Other Structures.** Bounce houses and similar apparatus are permitted only outdoors and at the discretion of, and in areas designated by, the District in writing at least a week in advance of such request. Proof of liability insurance acceptable to the District shall also be

required.

- (l) **Excessive Noise.** Excessive noise that will disturb other Patrons and Guests is not permitted, including but not limited to use of cellular phones and speakers of any kind that amplify sound.
- (m) **Lost or Stolen Property.** The District is not responsible for lost or stolen items. The Amenity Manager is not permitted to hold valuables or bags for Patrons or Guests. All found items should be turned into the Amenity Manager for storage in the lost and found, if one is available. Items will be stored in the lost and found for two weeks after which District Staff shall dispose of such items in such manner as determined in its sole discretion; provided, however, that District Staff shall not be permitted to keep such items personally or to give such items to a Patron not otherwise claiming ownership.
- (n) **Trespassing / Loitering.** There is no trespassing or loitering allowed at the Amenities.
- (o) **Compliance with Laws and District Rules and Policies.** All Patrons and Guests shall abide by and comply with all applicable federal, state and local laws, rules, regulations, ordinances and policies, as well as all District Policies, while present at or utilizing the Amenities, and shall ensure that any minor for whom they are responsible also complies with the same.
- (p) **Courtesy.** Patrons and Guests shall treat all District Staff and their designees, other Patrons and Guests with courtesy and respect. If District Staff requests that a Patron or Guest leave the Amenity Facilities due to failure to comply with these rules and policies, or due to a threat to the health, safety, or welfare, failure to comply may result in immediate suspension or termination of Amenity privileges.
- (q) **Profanity / Obscenity.** Loud, profane, abusive, or obscene language or behavior is prohibited.
- (r) **Emergencies.** In the event of an injury or other emergency, please contact 911 and alert District Staff immediately.
- (s) **False Alarms.** Any Patron improperly attempting to enter the Amenity Facilities outside of regular operating hours or without the use of a valid Access Card and who thereby causes a security alert will be responsible for the full amount of any fee charged to the District in connection with such security alert and related response efforts.
- (t) **Outside Vendors / Commercial Activity.** Outside vendors and commercial activity are prohibited on District property unless they are invited by the District as part of a District event or program or as authorized by the District in connection with a rental of the Amenity Facilities.
- (u) **Organized Activities.** Any organized activities taking place at the Amenity Center must first be approved by the District. This includes, but is not limited to, fitness instruction, special events, etc.

SMOKING, DRUGS AND ALCOHOL

Smoking, including using any paraphernalia designed to consume tobacco or other substances such as vaping and electric and non-electronic devices, is prohibited anywhere inside the Amenity Facilities, including any building, or enclosed or fenced area to the maximum extent of the prohibitions set forth in Florida law, including the Florida Clean Indoor Air Act or other subsequent legislation. Additionally, to the extent not prohibited by law, smoking is discouraged in all other areas of the Amenities and on District owned property. All waste must be disposed of in the appropriate receptacles. Any violation of this policy shall be reported to District Staff.

Possession, use and/or consumption of illegal drugs or alcoholic beverages is prohibited at the Amenities and on all other District owned property absent express permission by the District subject to the provisions herein. Any person that appears to be under the influence of drugs or alcohol will be asked to leave the Amenities. Violation of this policy may result in suspension or termination of Amenity access and usage privileges and illegal drug use may be punished to the maximum extent allowed by law.

SERVICE ANIMAL POLICY

A Service Animal must be kept under the control of its handler by leash or harness, unless doing so interferes with the Service Animal's work or tasks or the individual's disability prevents doing so. The District may remove the Service Animal only under the following conditions:

- If the Service Animal is out of control and the handler does not take effective measures to control it;
- If the Service Animal is not housebroken; or,
- If the Service Animal's behavior poses a direct threat to the health and safety of others.

The District is prohibited from asking about the nature or extent of an individual's disability to determine whether an animal is a Service Animal or pet. However, the District may ask whether an animal is a Service Animal required because of a disability and what work or tasks the animal has been trained to perform.

SWIMMING POOL POLICIES

- (1) **Operating Hours.** Swimming is permitted only during designated hours, as posted at the pool. Swimming is prohibited from 30 minutes before dusk until 30 minutes after dawn pursuant to the Florida Department of Health.
- (2) **Swim at Your Own Risk.** Lifeguards are not on duty. All persons using the pool do so at their own risk and must abide by all swimming pool rules and policies.
- (3) **Supervision of Minors.** Non-swimming children should have adult supervision with them and within arm's reach at all times. Persons unable to swim safely and/or without assistance must be accompanied by a capable adult at all times in and around the pool. All children, regardless of age, using inflatable armbands (i.e., water wings) or any approved Coast Guard flotation device **MUST** be supervised by an adult who is in the water and within arm's length of the child. Even proficient swimmers could find themselves at risk, the District recommends Patrons and Guests not swim alone.
- (4) **Aquatic Toys and Recreational Equipment.** No flotation devices are allowed in the pool except for water wings and swim rings used by small children, under the direct supervision of an adult as specified in Section (3) immediately above. Inflatable rafts, balls, pool floats and other toys and equipment are prohibited.
- (5) **Prevention of Disease.** All swimmers must shower before initially entering the pool. Persons with open cuts, wounds, sores or blisters, nasal or ear discharge, or who are experiencing diarrhea may not use the pool. No person should use the pool with or suspected of having a communicable disease which could be transmitted through the use of the pool.
- (6) **Attire.** Appropriate swimming attire (swimsuits) must be worn at all times.
- (7) **Conduct.** No cursing, offensive language or gestures, threatening language or behavior, or lewd behavior is allowed.
- (8) **Horseplay.** No jumping, pushing, running, wrestling, excessive splashing, sitting or standing on shoulders, spitting water, or other horseplay is allowed in the pool or on the pool deck area.
- (9) **Diving.** Diving is strictly prohibited at the pool. Back dives, back flips, back jumps, cannonball splashing or other dangerous actions are prohibited.
- (10) **Music / Audio.** Radios and other audio devices are prohibited; other than when used with headphones.
- (11) **Weather.** The pool and pool area will be closed during electrical storms or when rain makes it difficult to see any part of the pool or pool bottom clearly. The pool will be closed at the first sound of thunder or sighting of lightning and will remain closed for thirty (30) minutes after the last sighting. Everyone must leave the pool deck immediately upon hearing thunder or sighting lightning. This policy shall be enforced in staffed and unmonitored and unstaffed Amenities.
- (12) **Pool Furniture; Reservation of Tables or Chairs.** Tables and chairs may not be removed from the pool deck. Tables or chairs on the deck area may not be reserved by placing towels or personal belongings on them except temporarily to allow the Patron using them to enter the pool or use the restroom facilities.
- (13) **Entrances.** Pool entrances must be kept clear at all times.
- (14) **Pollution.** No one shall pollute the pool. Anyone who does pollute the pool is liable for any costs incurred in treating and reopening the pool.
- (15) **Swim Diapers.** Children under the age of three (3) years, and anyone who is 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 contaminating the swimming pool and deck area. If contamination occurs, the pool will be shocked and closed for a period of at least twelve (12) hours. Persons not abiding by this policy shall be responsible for any costs incurred in treating and reopening the pool.
- (16) **Staff Only.** Only authorized staff members and contractors are allowed in the service and chemical storage areas. Only authorized staff members and contractors may operate pool equipment or use pool chemicals.

- (17) **Pool Closure.** In addition to local municipal, county and the State of Florida health code standards for pools and pool facilities, and as noted above, the pool will be closed for the following reasons:
- During severe weather conditions (heavy rain, lightning and thunder) and warnings, especially when visibility to the pool bottom is compromised (deck also closed).
 - For thirty (30) minutes following the last occurrence of thunder or lightning (deck also closed).
 - Operational and mechanical treatments or difficulties affecting pool water quality.
 - For a reasonable period following any mishap that resulted in contamination of pool water.
 - Any other reason deemed to be in the best interests of the District as determined by District Staff.
- (18) **Containers.** No glass, breakable items, or alcoholic beverages are permitted in the pool area. No food or chewing gum is allowed in the pool.
- (19) **No Private Rentals.** The pool area is not available for rental for private events. All pool rules and limitations on authorized numbers of Guests remain in full affect at all times.
- (20) **Programming.** District Staff reserves the right to authorize all programs and activities, including with regard to the number of guest participants, equipment, supplies, usage, etc., conducted at the pool, including swim lessons, aquatic/recreational programs and pool parties. Any organized activities taking place at the Amenity Center must first be approved by the District in writing.

MULTI-PURPOSE FIELD POLICIES

- (1) **Hours.** The Multi-Purpose Field shall be available for use from sunrise until sunset. No access will be allowed, by a Patron or any other person, before or after Multi-Purpose Field hours.
- (2) **Eligible Users.** Patrons and Guests ten (10) years of age and older are permitted to use the Multi-Purpose Field. Children under ten (10) years of age must be accompanied at all times by a guardian or adult Patron over (18) years of age during usage of the Multi-Purpose Field.
- (3) **Emergencies.** For all emergencies, call 911 immediately. All emergencies and injuries must also be reported to the District Manager, whose number is on the District's website.
- (4) **Reservations.** This facility is on a first come, first serve basis, unless reserved in accordance with the Facility Rental Policies described herein. Use of a field is limited to one (1) hour when others are waiting.
- (5) **General Policies.**
- (a) The Multi-Purpose Field is not to be used for events other than athletic events, Board approved reservations, or District sponsored events.
 - (b) Pets (other than service animals), bicycles, skates, skateboard, scooters, rollerblades and motorized vehicles of any kind are not permitted in the Multi-Purpose Field at any time.
 - (c) Alcoholic beverages, glass containers and other breakable items are prohibited.
 - (d) The use of profanity or disruptive behavior is prohibited.
 - (e) Patrons must bring their own sports equipment (e.g., soccer balls, softball bats, etc.).
 - (f) Persons using the Multi-Purpose Field must clean up all food, beverages and miscellaneous trash brought to the Multi-Purpose Field.

- (g) Use of the Multi-Purpose Field may be limited from time to time due to a District-sponsored event.

LAKES AND PONDS POLICIES

Lakes within the District primarily function as retention ponds to facilitate the District's system for treatment of stormwater runoff and overflow. As a result, contaminants may be present in the water. These policies are intended to limit contact with such contaminants and ensure continued operations of the Lakes while allowing limited recreational use.

- (1) Users of District Lakes shall not engage in any conduct or omission that violates any ordinance, resolution, law, permit requirement or regulations of any governmental entity relating to the District Lakes.
- (2) Wading and swimming in District Lakes are prohibited.
- (3) Patrons may fish from District Lakes in designated areas only. However, the District has a "catch and release" policy for all fish caught.
- (4) Pets are not allowed in District Lakes.
- (5) Owners of property abutting the District Lakes shall take such actions as may be necessary to remove underbrush, weeds or unsightly growth from the Owner's property that detract from the overall beauty and safety of the property. Further, all Owners shall not make improvements on private property that negatively affect the Lakes, including causing erosion or impairments to the Lakes as a stormwater system.
- (6) No docks or other structures, whether permanent or temporary, shall be constructed and placed in or around the District Lakes or other District stormwater management facilities unless properly permitted and approved by the District and other applicable governmental agencies.
- (7) No pipes, pumps or other devices used for irrigation, or the withdrawal of water shall be placed in or around the District Lakes, except by the District.
- (8) No foreign materials may be disposed of in the District Lakes, including, but not limited to tree branches, paint, cement, oils, soap suds, building materials, chemicals, fertilizers, or any other material that is not naturally occurring or which may be detrimental to the Lake environment.
- (9) Easements through resident backyards along the community's stormwater management system are for maintenance purposes only and are not general grants for access for fishing or any other recreational purpose. Access to residents' backyards via these maintenance easements is prohibited. Unless individual property owners explicitly grant permission for others to access their backyards, entering their private property can be considered trespassing. Please be considerate of the privacy rights of other residents.
- (10) Beware of wildlife, water moccasins and other snakes, alligators, snapping turtles, birds and other wildlife which may pose a threat to your safety are commonly found in stormwater management facilities in Florida. Wildlife may not be fed. Wildlife may neither be removed from nor released into the District Lakes; notwithstanding the foregoing, nuisance alligators posing a threat to the health, safety and welfare may be removed by a properly permitted and licensed nuisance alligator trapper, in accordance with all applicable state and local laws, rules, ordinances and policies including but not limited to rules promulgated by the Florida Fish and Wildlife Conservation Commission ("FWC"). Anyone concerned about an alligator is encouraged to call FWC's toll-free Nuisance Alligator Hotline at 866-FWC-GATOR (866-392-4286).
- (11) Any hazardous conditions concerning the District Lakes must immediately be reported to the District Manager and the proper authorities.

SUSPENSION AND TERMINATION OF PRIVILEGES

SUSPENSION AND TERMINATION OF ACCESS RULE

Law Implemented: ss. 120.69, 190.011, 190.012, Fla. Stat. (2024)

Effective Date: [DATE]

In accordance with Chapters 190 and 120 of the Florida Statutes, and on [DATE] at a duly noticed public meeting, the Board of Supervisors (“Board”) of the Westside Haines City Community Development District (“District”) adopted the following rules / policies to govern disciplinary and enforcement matters. All prior rules / policies of the District governing this subject matter are hereby rescinded for any violations occurring after the date stated above.

1. Introduction. This rule addresses disciplinary and enforcement matters relating to the use of the Amenities and other properties owned and managed by the District (“Amenity Center” or “Amenity Facilities”).

2. General Rule. All persons using the Amenity Facilities and entering District properties are responsible for compliance with the Policies established for the safe operations of the District’s Amenity Facilities.

3. Access Card. Access Cards are the property of the District. The District may request surrender of, or may deactivate, an Access Card for violation of the District’s Policies established for the safe operations of the District’s Amenity Facilities.

4. Suspension and Termination of Rights. The District, through its Board of Supervisors (“Board”) and District Manager shall have the right to restrict or suspend, and after a hearing as set forth herein, terminate the Amenity Facilities access of any Patron and members of their household or Guests to use all or a portion of the Amenity Facilities for any of the following acts (each, a “Violation”):

- a. Submitting false information on any application for use of the Amenity Facilities, including but not limited to facility rental applications;
- b. Failing to abide by the terms of rental applications;
- c. Permitting the unauthorized use of a Patron Card or otherwise facilitating or allowing unauthorized use of the Amenity Facilities;
- d. Exhibiting inappropriate behavior or repeatedly wearing inappropriate attire;
- e. Failing to pay amounts owed to the District in a proper and timely manner (with the exception of special assessments);
- f. Failing to abide by any District rules or policies (e.g., Amenity Policies);
- g. Treating District Staff, contractors, representatives, residents, Patrons or Guests, in a harassing or abusive manner;
- h. Damaging, destroying, rendering inoperable or interfering with the operation of District property, Amenities or other property located on District property;
- i. Failing to reimburse the District for Amenities or property damaged by such person, or a minor for whom the person has charge, or a Guest;
- j. Engaging in conduct that is likely to endanger the health, safety, or welfare of the District, District Staff, contractors, representatives, landowners, Patrons or Guests;

- k. Committing or being alleged, in good faith, to have committed a crime on District property that leads the District to reasonably believe the health, safety or welfare of the District, District Staff, contractors, representatives, landowners, Patrons or Guests is likely endangered;
- l. Engaging in another Violation after a verbal warning has been given by staff (which verbal warning is not required); or
- m. Such person's Guest or a member of their household committing any of the above Violations.

Permanent termination of access to the District's Amenity Facilities shall only be considered and implemented by the Board in situations that pose a long term or continuing threat to the health, safety and/or welfare of the District, District Staff, contractors, representatives, landowners, Patrons or Guests. The Board, in its sole discretion and upon motion of any Board member, may vote to rescind a termination of access to the Amenity Facilities.

5. Suspension Procedures.

- a. ***Immediate Suspension.*** The District Manager or his or her designee has the ability to immediately remove any person from one or all Amenities or issue a suspension for up to sixty (60) days for the Violations described above, 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 Amenities or property from damage. If, based on the nature of the offense, staff recommends a suspension longer than sixty (60) days, such suspension shall be considered at the next Board meeting. Crimes committed or allegedly committed on District property shall automatically result in an immediate suspension until the next Board meeting.
- b. ***Notice of Suspension.*** The District Manager or his or her designee shall mail a letter to the person suspended referencing the conduct at issue, the sections of the District's rules and policies violated, the time, date, and location of the next regular Board meeting where the person's suspension will be presented to the Board, and a statement that the person has a right to appear before the Board and offer testimony and evidence why the suspension should be lifted. If the person is a minor, the letter shall be sent to the adults at the address within the community where the minor resides.

6. Administrative Reimbursement. The Board may in its discretion require payment of an administrative reimbursement of up to Five Hundred Dollars (\$500) in order to offset the actual legal and/or administrative expenses incurred by the District as a result of a Violation ("Administrative Reimbursement"). Such Administrative Reimbursement shall be in addition to any suspension or termination of Amenity access, any applicable legal action warranted by the circumstances, and/or any Property Damage Reimbursement (defined below).

7. Property Damage Reimbursement. If damage to District property or Amenities occurred in connection with a Violation, the person or persons who caused the damage, or the person whose guest caused the damage, or the person who has charge of a minor that caused the damage, shall reimburse the District for the costs of cleaning, repairing, and/or replacing the property ("Property Damage Reimbursement"). Such Property Damage Reimbursement shall be in addition to any suspension or termination of Amenity access, any applicable legal action warranted by the circumstances, and/or any Administrative Reimbursement.

8. Initial Hearing by the Board; Administrative Reimbursement; Property Damage Reimbursement.

- a. If a person's Amenity Facilities privileges are suspended, as referenced in Section 5, such person shall be entitled to a hearing at the next regularly scheduled Board meeting that is at least eight (8) days after the initial suspension, as evidenced by the date of notice sent by certified electronic or other mail service or as soon thereafter as a Board meeting is held if the meeting referenced in the

letter is canceled, during which both District staff and the person subject to the suspension shall be given the opportunity to appear, present testimony and evidence, cross examine witnesses present, and make arguments. The Board may also ask questions of District Staff, the person subject to the suspension, and witnesses present. All persons are entitled to be represented by a licensed Florida attorney at such hearing if they so choose. Any written materials should be submitted at least seven (7) days before the hearing for consideration by the Board. If the date of the suspension is less than eight (8) days before a Board meeting, the hearing may be scheduled for the following Board meeting at the discretion of the person subject to the suspension.

- b. The person subject to the suspension may request an extension of the hearing date to a future Board meeting, which shall be granted upon a showing of good cause, but such extension shall not stay the suspension.
- c. After the presentations by District Staff, witnesses and the person subject to the suspension, the Board shall consider the facts and circumstances and determine whether to lift or extend the suspension or impose a termination. In determining the length of any suspension, or a termination, the Board shall consider the nature of the conduct, the circumstances of the conduct, the number of rules or policies violated, the person's escalation or de-escalation of the situation, and any prior Violations and/or suspensions.
- d. The Board shall also determine whether an Administrative Reimbursement is warranted and, if so, set the amount of such Administrative Reimbursement.
- e. The Board shall also determine whether a Property Damage Reimbursement is warranted and, if so, set the amount of such Property Damage Reimbursement. If the cost to clean, repair and/or replace the property is not yet available, the Property Damage Reimbursement shall be fixed at the next regularly scheduled Board meeting after the cost to clean, repair, and/or replace the property is known.
- f. After the conclusion of the hearing, the District Manager or his/her designee shall mail a letter to the person suspended identifying the Board's determination at such hearing.

9. Suspension by the Board. The Board on its own initiative acting at a noticed public meeting may elect to consider a suspension of a person's access for committing any of the Violations outlined in Section 4. In such circumstances, a letter shall be sent to the person suspended which contains all the information required by Section 5, and the hearing shall be conducted in accordance with Section 8.

10. Automatic Extension of Suspension for Non-Payment. Unless there is an affirmative vote of the Board otherwise, no suspension or termination will be lifted or expire until all Administrative Reimbursements and Property Damage Reimbursements have been paid to the District. If an Administrative Reimbursement or Property Damage Reimbursement is not paid by its due date, the District reserves the right to request surrender of, or deactivate, all Access Cards associated with an address within the District until such time as the outstanding amounts are paid.

11. Appeal of Board Suspension. After the hearing held by the Board required by Section 8, a person subject to a suspension or termination may appeal the suspension or termination, or the assessment or amount of an Administrative Reimbursement or Property Damage Reimbursement, to the Board by filing a written request for an appeal ("Appeal Request"). The filing of an Appeal Request shall not result in the stay of the suspension or termination. The Appeal Request shall be filed within thirty (30) calendar days after mailing the notice of the Board's determination as required by Section 8(f), above. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt by the District. Failure to file an Appeal Request shall constitute a waiver of all rights to protest the District's suspension or termination and shall constitute a failure to exhaust administrative remedies. The District shall consider the appeal at a Board meeting and shall provide reasonable notice to the person of the Board meeting where the appeal will be considered. At the appeal stage, no new evidence shall be offered or considered. Instead, the appeal is an opportunity for the person subject to the suspension or termination to argue, based on the evidence elicited at the hearing, why the suspension or termination

should be reduced or vacated. The Board may take any action deemed by it in its sole discretion to be appropriate under the circumstances, including affirming, overturning, or otherwise modifying the suspension or termination. The Board's decision on appeal shall be final.

12. Legal Action; Criminal Prosecution; Trespass. If any person is found to have committed a Violation, such person may additionally be subject to arrest for trespassing or other applicable legal action, civil or criminal in nature. If a person subject to suspension or termination is found at the Amenity Facilities, such person will be subject to arrest for trespassing. If a trespass warrant is issued to a person by a law enforcement agency, the District has no obligation to seek a withdrawal or termination of the trespass warrant even though the issuance of the trespass warrant may effectively prevent a person from using the District's Amenities after expiration of a suspension imposed by the District.

13. Severability. If any section, paragraph, clause or provision of this rule shall be held to be invalid or ineffective for any reason, the remainder of this rule shall continue in full force and effect, it being expressly hereby found and declared that the remainder of this rule would have been adopted despite the invalidity or ineffectiveness of such section, paragraph, clause or provision.

USE AT OWN RISK; INDEMNIFICATION

Any Patron, Guest, or other person who participates in the Activities (as defined below), shall do so at his or her own risk, and said Patron, Guest or other person and any of his or her Guests or invitees and any members of his or her Household shall indemnify, defend, release, hold harmless and forever discharge the District and its present, former and future supervisors, staff, officers, employees, representatives, agents and contractors of each (together, "Indemnitees"), for any and all liability, claims, lawsuits, actions, suits or demands, whether known or unknown, in law or equity, by any individual of any age, or any corporation or other entity, for any and all loss, injury, damage, theft, real or personal property damage, expenses (including attorneys' fees, paralegal fees, costs and other expenses for investigation and defense and in connection with, among other proceedings, alternative dispute resolution, mediation, trial court and appellate proceedings), and harm of any kind or nature arising out of or in connection with his or her participation in the Activities, regardless of determination of who may be wholly or partially at fault.

Should any Patron, Guest, or other person bring suit against the Indemnitees in connection with the Activities or relating in any way to the Amenities, and fail to obtain judgment therein against the Indemnitees, said Patron, Guest, or other person shall be liable to the District for all attorneys' fees, paralegal fees, costs and other expenses for investigation and defense and in connection with, among other proceedings, alternative dispute resolution, mediation, trial court, and appellate proceedings.

The waiver of liability contained herein does not apply to any grossly negligent act by the Indemnitees.

For purposes of this section, the term "Activities" means the use of or acceptance of the use of the Amenities, or engagement in any contest, game, function, exercise, competition, sport, event or other activity operated, organized, arranged or sponsored by the District, its contractors or third parties authorized by the District, including any use of District property or the Amenities whatsoever.

SOVEREIGN IMMUNITY

Nothing herein shall constitute or be construed as a waiver of the District's sovereign immunity or limited waiver of liability contained in Section 768.28, F.S., or other statutes or law.

SEVERABILITY

The invalidity or unenforceability of any one or more provisions of these Policies shall not affect the validity or enforceability of the remaining provisions, or any part of the Policies not held to be invalid or unenforceable.

AMENDMENTS AND WAIVERS

The Board in its sole discretion may amend these Amenity Policies from time to time provided that the Suspension and Termination of Access Rule and all rates, fees and charges will only be permanently changed during a public hearing and consistent with Chapter 120, Florida Statutes. The Amenity Policies may be changed by vote or consensus of the Board at a public meeting but does not require a public hearing. The Board by vote at a public meeting or the District Manager may elect in its/their sole discretion at any time to grant waivers to any of the provisions of these Amenity Policies, provided however that the Board is informed within a reasonable time of any such waivers.

Exhibit A: Amenity Rates

Exhibit B: Amenity Access Registration Form

EXHIBIT A
AMENITY RATES

TYPE	RATE
Annual User Fee	\$2,000.00 - \$4,000.00
Replacement Access Card	\$25.00
Returned Check/Insufficient Funds Fee	\$50.00
Administrative Fee	Up to \$500.00

EXHIBIT B
AMENITIES ACCESS REGISTRATION FORM

**WESTSIDE HAINES CITY COMMUNITY DEVELOPMENT DISTRICT
AMENITIES ACCESS REGISTRATION FORM**

NAME: _____

ADDRESS: _____

HOME TELEPHONE: _____ CELL PHONE: _____

EMAIL ADDRESS: _____

ADDITIONAL RESIDENT 1: _____ DOB IF UNDER 18 _____

ADDITIONAL RESIDENT 2: _____ DOB IF UNDER 18 _____

ADDITIONAL RESIDENT 3: _____ DOB IF UNDER 18 _____

ADDITIONAL RESIDENT 4: _____ DOB IF UNDER 18 _____

ADDITIONAL RESIDENT 5: _____ DOB IF UNDER 18 _____

ACCEPTANCE:

I acknowledge receipt of the Access Card(s) for the above-listed residents and that the above information is true and correct. I understand that I have willingly provided all the information requested above and that it may be used by the Westside Haines City Community Development District ("District") for various purposes. **I also understand that by providing this information that it may be accessed under public records laws.** I also understand that I am financially responsible for any damage caused by me, my family members and my guests and the damages resulting from the loss or theft of my or my family members' Access Card(s). It is understood that Access Cards are the property of the District and are non-transferable except in accordance with the District's rules, policies and/or regulations, and any necessary replacement will be at an applicable replacement Access Card fee. In consideration for the admittance of the above listed persons and their guests into the facilities owned and operated by the District, I agree to hold harmless and release the District, its supervisors, agents, officers, professional staff and employees from any and all liability for any injuries that might occur, whether such occurrence happens wholly or in part by me or my family members' or guests' fault, in conjunction with the use of any of the District's Amenities (as defined in the District's Amenity Policies and Rates), as well while on the District's property. Nothing herein shall be considered as a waiver of the District's sovereign immunity or limits of liability beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28 Florida Statutes or other statute.

Signature of Patron (Parent or Legal Guardian if Minor)

Date

AFFIDAVIT OF RESIDENCY: (REQUIRED IF LEGAL FORM OF PROOF OF RESIDENCY NOT PROVIDED)

I hereby state that the address listed above is the bona fide residence for all residents listed in this Amenities Access Registration Form and that such address is located within the Westside Haines City Community Development District. I acknowledge that a false statement in this affidavit may subject me to penalties for making a false statement pursuant to Section 837.06, *Florida Statutes*. I declare that I have read the foregoing and the facts alleged are true and correct to the best of my knowledge and belief.

Signature of Patron
State of Florida
County of _____

The foregoing was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 20____,
by _____ who is [] personally known to me or [] produced _____ as identification.

(NOTARY SEAL)
Official Notary Public Signature _____

RECEIPT OF DISTRICT'S AMENITY POLICIES AND RATES:

I acknowledge that I have been provided a copy of and understand the terms in the **Amenity Policies** of the Westside Haines City Community Development District.

Signature of Patron

(Parent or Legal Guardian if minor)

Date

GUEST POLICY:

Please refer to the **Amenity Policies** for the most current policies regarding Guests.

PLEASE RETURN THIS FORM TO:

Westside Haines City Community Development District
c/o Governmental Management Services-CF, LLC
219 East Livingston Street
Orlando, FL 32801
Tel: (407) 841-5524

OFFICE USE ONLY:

Date Received

Date Entered in System

Staff Member Signature

PRIMARY RESIDENT:

Access Card #

ADDITIONAL INFORMATION:

Phase ____ – ____ Phase ____ – ____ Phase ____ – ____

New Construction: ____ Re-Sale: ____ Prior Owner: _____

Rental: ____ Landlord/Owner: _____

Lease Term: ____ Tenant/Renter: _____

EXHIBIT C
ASSIGNMENT OF AMENITY RIGHTS AND PRIVILEGES

WESTSIDE HAINES CITY COMMUNITY DEVELOPMENT DISTRICT ASSIGNMENT OF AMENITY RIGHTS AND PRIVILEGES

Instructions: All capitalized terms are as defined in the District's Amenity Policies. This form must be completed in its entirety and returned to the District Manager or District Staff, as applicable, in order for amenity access privileges to be granted to any Renter. The form must be completed and signed by all owners and co-owners of the subject property and witnessed. Signatures of agents or property managers acting on behalf of the owner will not be accepted unless accompanied by a properly executed Power of Attorney document granting specific authority to sign the owners' names for this purpose. Upon acceptance of this properly completed document, any Access Cards previously issued to the Household will be deactivated and listed Renters become eligible to apply for Access Cards for the designated lease period. A fee of \$25.00 per Access Card issued is payable by cash or check at the time a card is issued.

Agreement made this date _____ between the owners of the property located at:

(Property address) _____ ("Property")

1. Owners of the Property, by their signatures below, attest the existence of a lawful tenancy with effective dates beginning (date) _____ terminating (date) _____. If length of tenancy is month to month or of an indefinite duration, this Assignment will only be effective for a three (3) month period and after that must be renewed.
2. Owners wish to transfer the rights and privileges to the use and enjoyment of the Amenities within the District to Renters.
3. Upon this transfer, Owners acknowledge their Access Cards will be deactivated as of the date of such transfer.
4. Upon this transfer, Renters acknowledge they must obtain their Access Cards from the District and that Renters have received or have reviewed a copy of the Amenity Policies, dated [DATE] and updated from time to time, to which they agree to follow.
5. Owners acknowledge that nothing in this assignment has any effect on their responsibilities as the owners of the Property to timely pay all Westside Haines City Community Development District fees and special assessments.
6. Renters acknowledge at the end of their tenancy; their Access Cards will be deactivated as of the date their tenancy ends. In the case of a month to month tenancy or a tenancy of indefinite duration acknowledge that their Access Cards will be deactivated after three (3) months but may be renewed by a further assignment by the Owners.
7. Owners and Residents acknowledge that this document is subject to public review under Chapter 119, Florida's Public Records Laws.

ALL OWNERS MUST SIGN BELOW

<div style="margin-bottom: 10px;">_____</div> Owner Signature (required)	<div style="margin-bottom: 10px;">_____</div> Witness Signature (required)
<div style="margin-bottom: 10px;">_____</div> Owner Printed Name (required)	<div style="margin-bottom: 10px;">_____</div> Witness Printed Name (required)
<div style="margin-bottom: 10px;">_____</div>	<div style="margin-bottom: 10px;">_____</div>

(Additional Owners continue on separate page)

SECTION VII

SECTION C



Westside Haines City CDD

Field Management Report



September 3rd, 2024

Joel Blanco

Field Manager

GMS

Completed

Pond Review



GMS staff has performed pond reviews throughout the district.



Wetland Mitigation Area at Angels Fall Dr. has signage installed advising designated area and prohibiting dumping.



Wet ponds remain free of algae blooms or spotted with treated algae blooms.



Both Wet and Dry ponds continue to have invasive grasses sprayed including primrose bushes and cattails.



Minor erosion at dry pond at Phase 2 on Gentle Rain Dr. was identified and repaired.



Ponds at Cascades Phase 3 and Brentwood Phase 4 & 5 were reviewed and remain



Completed

Landscaping Review

- + GMS staff has reviewed the landscaping throughout the district.
- + Removal and installation of Sylvester palms on Massee Rd. Entrance were completed. Please note, that straps have been removed from the newly installed palms after the pictures were taken.
- + Landscaping beds at Massee Rd., FDC Grove/Waterfall Blvd. entrances and FDC Grove/Big Sur Rd. median have been detailed.
- + Previously reported, dead sabal palms have been removed and replaced by current landscaping vendor.
- + Overall, landscaping throughout the district, including areas around the ponds remain in satisfactory conditions (neat, trimmed, and healthy)



In Progress

Amenity Review



Field staff has continued to review the amenity area for both Cascades and Brentwood.



Construction of amenity clubhouses at both Cascades and Brentwood have progressed since the last month's meeting.



Roof framing at Cascades was being constructed at the time of the review.



Walking trail on Phase 4 & 5 Brentwood was reviewed with path completed and sod missing in sections of the trail.



Field Staff will continue to review the amenity areas, update the board, and prepare

Conclusion

For any questions or comments regarding the above information, please contact me by phone at 786-238-9473, or by email at jblanco@gmscfl.com. Thank you.

Respectfully,
Joel Blanco

SECTION D

SECTION 1

Westside Haines City

Community Development District

Summary of Check Register

August 2, 2024 to August 27, 2024

Bank	Date	Check No.'s	Amount
General Fund #4367	8/6/24	129	\$ 4,185.00
	8/9/24	130-135	\$ 4,421.68
	8/16/24	136-137	\$ 17,094.72
	8/22/24	138-141	\$ 223,819.83
	Total Amount		\$ 249,521.23

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK.... AMOUNT #
8/06/24	00066	7/09/24 LEK-1587	202408 300-20700-10100		*	4,185.00	
		033 FDC FR#4		LEWIS LONGMAN WALKER, P.A.			4,185.00 000129
8/09/24	00034	8/06/24 EL080620	202408 310-51300-11000		*	200.00	
		SUPERVISOR FEES-08/06/24		ERIC LAVOIE			200.00 000130
8/09/24	00055	7/31/24 00065826	202407 310-51300-48000		*	3,407.18	
		NOT OF FY25 BUDGET		GANNETT MEDIA CORP DBA			3,407.18 000131
8/09/24	00017	3/12/24 9023	202402 310-51300-49100		*	214.50	
		BRENTWOOD PH4/5 BAL-21		KILINSKI VAN WYK, PLLC			214.50 000132
8/09/24	00002	8/06/24 LS080620	202408 310-51300-11000		*	200.00	
		SUPERVISOR FEES-08/06/24		LAUREN SCHWENK			200.00 000133
8/09/24	00016	8/06/24 RB080620	202408 310-51300-11000		*	200.00	
		SUPERVISOR FEES-08/06/24		PATRICK ROBERT BONIN			200.00 000134
8/09/24	00003	8/06/24 RH080620	202408 310-51300-11000		*	200.00	
		SUPERVISOR FEES-08/06/24		RENNIE HEATH			200.00 000135
8/16/24	00068	6/27/24 21793	202408 300-20700-10100		*	11,500.00	
		031BW FR#57		ERIC'S LAND MANAGEMENT			11,500.00 000136
8/16/24	00007	8/01/24 90	202408 310-51300-34000		*	3,246.25	
		MANAGEMENT FEES-AUG24			*	100.00	
		8/01/24 90	202408 310-51300-35200		*	150.00	
		WEBSITE MANAGEMENT-AUG24			*	500.00	
		8/01/24 90	202408 310-51300-35100		*	.36	
		INFORMATION TECH-AUG24			*	56.45	
		8/01/24 90	202408 310-51300-31300		*	83.33	
		DISSEMINATION SVCS-AUG24			*		
		8/01/24 90	202408 310-51300-51000		*		
		OFFICE SUPPLIES-AUG24			*		
		8/01/24 90	202408 310-51300-42000		*		
		POSTAGE-AUG24			*		
		8/01/24 90A	202406 310-51300-31300		*		
		DISS SVCS-INCREASE JUN24					

WHCD WESTSIDE HAINES KCOSTA

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	.....CHECK..... AMOUNT #
		8/01/24 91	202408 330-53800-12000		*	625.00	
		BRENT FIELD MGMT-AUG24					
		8/01/24 92	202408 320-53800-12000		*	833.33	
		CASC FIELD MGMT-AUG24					
GOVERNMENTAL MANAGEMENT SERVICES							5,594.72 000137
8/22/24 00020		6/30/24 022203	202408 300-20700-10100		*	11,052.50	
		033 FDC FR#5					
		7/31/24 022234	202408 300-20700-10100		*	21,107.20	
		033 FDC FR#5					
ABSOLUTE ENGINEERING INC							32,159.70 000138
8/22/24 00021		5/30/24 155314	202408 300-20700-10100		*	15,395.00	
		033 FDC FR#5					
ATLANTIC TNG, LLC							15,395.00 000139
8/22/24 00022		5/23/24 177790-0	202408 300-20700-10100		*	45,911.70	
		033 FDC FR#5					
COUNTY MATERIALS CORP							45,911.70 000140
8/22/24 00038		7/25/24 873326	202408 300-20700-10100		*	130,353.43	
		033 FDC FR#5					
TUCKER PAVING INC							130,353.43 000141
TOTAL FOR BANK B						249,521.23	
TOTAL FOR REGISTER						249,521.23	

WHCD WESTSIDE HAINES KCOSTA

SECTION 2

Westside Haines City
Community Development District

Unaudited Financial Reporting
July 31, 2024



Table of Contents

1	<u>Balance Sheet</u>
2-4	<u>General Fund</u>
5	<u>Capital Reserve Fund</u>
6	<u>Series 2021 Debt Service Fund</u>
7	<u>Series 2024 Debt Service Fund</u>
8	<u>Series 2021 Capital Projects Fund</u>
9	<u>Series 2024 Capital Projects Fund</u>
10	<u>FDC Grove Capital Projects Fund</u>
11	<u>Amenity Capital Projects Fund</u>
12-14	<u>Month to Month</u>
15	<u>Long Term Debt Report</u>
16	<u>Assessment Receipt Schedule</u>

Westside Haines City
Community Development District
Combined Balance Sheet
July 31, 2024

	<i>General Fund</i>	<i>Debt Service Fund</i>	<i>Capital Projects Fund</i>	<i>Totals Governmental Funds</i>
Assets:				
<u>Cash:</u>				
Operating Account	\$ 1,985,755	\$ -	\$ -	\$ 1,985,755
Capital Account	\$ -	\$ -	\$ 3,380,000	\$ 3,380,000
<u>Investments:</u>				
<u>Series 2021</u>				
Reserve	\$ -	\$ 548,975	\$ -	\$ 548,975
Revenue	\$ -	\$ 459,559	\$ -	\$ 459,559
Construction - Cascades Phase 1 & 2	\$ -	\$ -	\$ 3,998	\$ 3,998
Construction - Brentwood Phase 1	\$ -	\$ -	\$ 161	\$ 161
<u>Series 2024</u>				
Reserve	\$ -	\$ 2,522,100	\$ -	\$ 2,522,100
Construction - Brentwood Phase 2/3	\$ -	\$ -	\$ 1,117,075	\$ 1,117,075
Construction - Brentwood Phase 4/5	\$ -	\$ -	\$ 348,439	\$ 348,439
Construction - Cascades	\$ -	\$ -	\$ 2,293,085	\$ 2,293,085
Construction - Wynnstone 1A	\$ -	\$ -	\$ 9,683,646	\$ 9,683,646
Construction - Wynnstone 1B	\$ -	\$ -	\$ 760,032	\$ 760,032
Cost of Issuance	\$ -	\$ -	\$ 164	\$ 164
Due From Developer	\$ -	\$ -	\$ 4,185	\$ 4,185
Due From General Fund	\$ -	\$ 32	\$ -	\$ 32
Total Assets	\$ 1,985,755	\$ 3,530,666	\$ 17,590,784	\$ 23,107,205
Liabilities:				
Accounts Payable	\$ 1,266,300	\$ -	\$ -	\$ 1,266,300
Contracts Payable	\$ -	\$ -	\$ 5,569	\$ 5,569
Due to Debt Service	\$ 32	\$ -	\$ -	\$ 32
Total Liabilities	\$ 1,266,333	\$ -	\$ 5,569	\$ 1,271,901
Fund Balance:				
Restricted for:				
Debt Service - Series 2021	\$ -	\$ 1,008,566	\$ -	\$ 1,008,566
Debt Service - Series 2024	\$ -	\$ 2,522,100	\$ -	\$ 2,522,100
Capital Projects - Series 2021	\$ -	\$ -	\$ 2,774	\$ 2,774
Capital Projects - Series 2024	\$ -	\$ -	\$ 14,202,440	\$ 14,202,440
Capital Projects - Amenity	\$ -	\$ -	\$ 3,380,000	\$ 3,380,000
Unassigned	\$ 719,422	\$ -	\$ -	\$ 719,422
Total Fund Balances	\$ 719,422	\$ 3,530,666	\$ 17,585,215	\$ 21,835,303
Total Liabilities & Fund Balance	\$ 1,985,755	\$ 3,530,666	\$ 17,590,784	\$ 23,107,205

Westside Haines City

Community Development District

General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending July 31, 2024

	Adopted	Prorated Budget	Actual	
	Budget	Thru 07/31/24	Thru 07/31/24	Variance
Revenues:				
Assessments - Tax Roll	\$ 762,450	\$ 762,450	\$ 768,412	\$ 5,962
Assessments - Lot Closing	\$ -	\$ -	\$ 96,068	\$ 96,068
Developer Contributions	\$ 230,836	\$ 2,975	\$ 2,975	\$ -
Boundary Amendment Contributions	\$ -	\$ -	\$ 5,919	\$ 5,919
Total Revenues	\$ 993,286	\$ 765,425	\$ 873,373	\$ 107,948
Expenditures:				
<i>General & Administrative:</i>				
Supervisor Fees	\$ 12,000	\$ 10,000	\$ 7,600	\$ 2,400
Engineering	\$ 15,000	\$ 15,000	\$ 27,660	\$ (12,660)
Attorney	\$ 25,000	\$ 25,000	\$ 45,705	\$ (20,705)
Annual Audit	\$ 5,500	\$ 4,000	\$ 4,000	\$ -
Assessment Administration	\$ 5,000	\$ 5,000	\$ 5,000	\$ -
Arbitrage	\$ 1,350	\$ -	\$ -	\$ -
Dissemination	\$ 7,000	\$ 5,833	\$ 4,333	\$ 1,500
Trustee Fees	\$ 12,000	\$ -	\$ -	\$ -
Management Fees	\$ 38,955	\$ 32,463	\$ 32,463	\$ -
Information Technology	\$ 1,800	\$ 1,500	\$ 1,500	\$ -
Website Maintenance	\$ 1,200	\$ 1,000	\$ 1,000	\$ -
Postage & Delivery	\$ 1,000	\$ 1,000	\$ 2,176	\$ (1,176)
Insurance	\$ 5,913	\$ 5,913	\$ 5,785	\$ 128
Copies	\$ 1,000	\$ 833	\$ 32	\$ 802
Legal Advertising	\$ 10,000	\$ 8,333	\$ 10,804	\$ (2,471)
Other Current Charges	\$ 5,268	\$ 4,390	\$ 1,115	\$ 3,275
Boundary Amendment	\$ -	\$ -	\$ 2,744	\$ (2,744)
Office Supplies	\$ 625	\$ 521	\$ 36	\$ 485
Dues, Licenses & Subscriptions	\$ 175	\$ 175	\$ 175	\$ -
Total General & Administrative	\$ 148,786	\$ 120,962	\$ 152,127	\$ (31,165)

Westside Haines City

Community Development District

General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending July 31, 2024

	Adopted	Prorated Budget	Actual	
	Budget	Thru 07/31/24	Thru 07/31/24	Variance
<u>Operations & Maintenance</u>				
Cascades Expenditures				
<u>Field Expenditures</u>				
Property Insurance	\$ 10,000	\$ 10,000	\$ 3,355	\$ 6,645
Field Management	\$ 10,000	\$ 8,333	\$ 8,333	\$ -
Landscape Maintenance	\$ 185,000	\$ 154,167	\$ 91,025	\$ 63,142
Landscape Replacement	\$ 25,000	\$ 20,833	\$ 4,180	\$ 16,653
Lake Maintenance	\$ 18,500	\$ 15,417	\$ 3,625	\$ 11,792
Streetlights	\$ 15,000	\$ 15,000	\$ 26,494	\$ (11,494)
Electric	\$ 5,500	\$ 5,500	\$ 7,745	\$ (2,245)
Water & Sewer	\$ 8,000	\$ 8,000	\$ 48,296	\$ (40,296)
Sidewalk & Asphalt Maintenance	\$ 2,500	\$ 2,083	\$ -	\$ 2,083
Irrigation Repairs	\$ 10,000	\$ 8,333	\$ 3,279	\$ 5,055
General Repairs & Maintenance	\$ 17,000	\$ 14,167	\$ 4,671	\$ 9,496
Field Contingency	\$ 10,000	\$ 8,333	\$ 8,512	\$ (178)
<u>Amenity Expenditures</u>				
Amenity Staff	\$ 30,000	\$ 25,000	\$ -	\$ 25,000
Amenity - Electric	\$ 12,000	\$ 10,000	\$ -	\$ 10,000
Amenity - Water	\$ 10,000	\$ 8,333	\$ -	\$ 8,333
Playground Lease	\$ 35,000	\$ 29,167	\$ -	\$ 29,167
Fitness Equipment Lease	\$ 35,000	\$ 29,167	\$ -	\$ 29,167
Internet	\$ 3,000	\$ 2,500	\$ -	\$ 2,500
Pest Control	\$ 1,500	\$ 1,250	\$ -	\$ 1,250
Janitorial Service	\$ 20,500	\$ 17,083	\$ -	\$ 17,083
Security Services	\$ 25,000	\$ 20,833	\$ -	\$ 20,833
Pool Maintenance	\$ 36,000	\$ 30,000	\$ -	\$ 30,000
Amenity Repairs & Maintenance	\$ 15,000	\$ 12,500	\$ -	\$ 12,500
Amenity Access Management	\$ 2,500	\$ 2,083	\$ -	\$ 2,083
Amenity Contingency	\$ 12,000	\$ 10,000	\$ -	\$ 10,000
Capital Reserve	\$ 5,000	\$ 4,167	\$ -	\$ 4,167
Subtotal Cascades Expenditures	\$ 559,000	\$ 472,250	\$ 209,515	\$ 262,735

Westside Haines City

Community Development District

General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending July 31, 2024

	Adopted	Prorated Budget	Actual	
	Budget	Thru 07/31/24	Thru 07/31/24	Variance
Brentwood Expenditures				
<u>Field Expenditures</u>				
Property Insurance	\$ 8,000	\$ -	\$ -	\$ -
Field Management	\$ 7,500	\$ 6,250	\$ 6,250	\$ -
Landscape Replacement & Repair	\$ 7,500	\$ 6,250	\$ -	\$ 6,250
Streetlights	\$ 10,000	\$ 8,333	\$ 6,708	\$ 1,626
Electric	\$ 2,000	\$ 1,667	\$ 430	\$ 1,237
Water & Sewer	\$ 5,000	\$ 4,167	\$ 560	\$ 3,607
Irrigation Repairs	\$ 3,000	\$ 2,500	\$ 335	\$ 2,165
General Repairs & Maintenance	\$ 7,500	\$ 6,250	\$ -	\$ 6,250
Field Contingency	\$ 5,000	\$ 5,000	\$ 39,705	\$ (34,705)
<u>Amenity Expenditures</u>				
Amenity Staff	\$ 30,000	\$ 25,000	\$ -	\$ 25,000
Amenity - Electric	\$ 7,500	\$ 6,250	\$ -	\$ 6,250
Amenity - Water	\$ 10,000	\$ 8,333	\$ -	\$ 8,333
Playground Lease	\$ 35,000	\$ 29,167	\$ -	\$ 29,167
Fitness Equipment Lease	\$ 35,000	\$ 29,167	\$ -	\$ 29,167
Internet	\$ 3,000	\$ 2,500	\$ -	\$ 2,500
Amenity Landscaping	\$ 12,000	\$ 10,000	\$ -	\$ 10,000
Amenity Landscape Replacement	\$ 3,000	\$ 2,500	\$ -	\$ 2,500
Amenity Irrigation Repairs	\$ 3,000	\$ 2,500	\$ -	\$ 2,500
Pest Control	\$ 1,500	\$ 1,250	\$ -	\$ 1,250
Janitorial Service	\$ 15,000	\$ 12,500	\$ -	\$ 12,500
Security Services	\$ 25,000	\$ 20,833	\$ -	\$ 20,833
Pool Maintenance	\$ 25,000	\$ 20,833	\$ -	\$ 20,833
Amenity Repairs & Maintenance	\$ 10,000	\$ 8,333	\$ -	\$ 8,333
Amenity Access Management	\$ 2,500	\$ 2,083	\$ -	\$ 2,083
Amenity Contingency	\$ 7,500	\$ 6,250	\$ -	\$ 6,250
Capital Reserve	\$ 5,000	\$ 4,167	\$ -	\$ 4,167
Subtotal Brentwood Expenditures	\$ 285,500	\$ 232,083	\$ 53,988	\$ 178,095
Other Expenditures				
Capital Outlay - Cascades	\$ -	\$ -	\$ 93,308	\$ (93,308)
Capital Outlay - Brentwood	\$ -	\$ -	\$ 220,101	\$ (220,101)
Capital Outlay - Wynnstone	\$ -	\$ -	\$ 149,199	\$ (149,199)
Subtotal Other Expenditures	\$ -	\$ -	\$ 462,608	\$ (462,608)
Total Operations & Maintenance	\$ 844,500	\$ 704,333	\$ 726,111	\$ (21,778)
Total Expenditures	\$ 993,286	\$ 825,295	\$ 878,238	\$ (52,943)
Net Change in Fund Balance	\$ -	\$ -	\$ (4,865)	
Fund Balance - Beginning	\$ -		\$ 724,287	
Fund Balance - Ending	\$ -		\$ 719,422	

Westside Haines City

Community Development District

Capital Reserve Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending July 31, 2024

	Adopted	Prorated Budget	Actual	
	Budget	Thru 07/31/24	Thru 07/31/24	Variance
Revenues:				
Transfer In - Cascades	\$ 5,000	\$ -	\$ -	\$ -
Transfer In - Brentwood	\$ 5,000	\$ -	\$ -	\$ -
Total Revenues	\$ 10,000	\$ -	\$ -	\$ -
Expenditures:				
Capital Expenditures - Cascades	\$ -	\$ -	\$ -	\$ -
Capital Expenditures - Brentwood	\$ -	\$ -	\$ -	\$ -
Total Expenditures	\$ -	\$ -	\$ -	\$ -
Net Change in Fund Balance	\$ 10,000		\$ -	
Fund Balance - Beginning	\$ -		\$ -	
Fund Balance - Ending	\$ 10,000		\$ -	

Westside Haines City

Community Development District

Debt Service Fund Series 2021

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending July 31, 2024

	Adopted	Prorated Budget	Actual	
	Budget	Thru 07/31/24	Thru 07/31/24	Variance
Revenues:				
Assessments - Tax Roll	\$ 1,097,950	\$ 1,097,950	\$ 1,106,782	\$ 8,832
Interest	\$ -	\$ -	\$ 44,591	\$ 44,591
Total Revenues	\$ 1,097,950	\$ 1,097,950	\$ 1,151,373	\$ 53,423
Expenditures:				
Interest - 11/1	\$ 344,256	\$ 344,256	\$ 344,256	\$ -
Principal - 5/1	\$ 410,000	\$ 410,000	\$ 410,000	\$ -
Interest - 5/1	\$ 344,256	\$ 344,256	\$ 344,256	\$ -
Total Expenditures	\$ 1,098,513	\$ 1,098,513	\$ 1,098,513	\$ -
Net Change in Fund Balance	\$ (563)		\$ 52,860	
Fund Balance - Beginning	\$ 406,549		\$ 955,706	
Fund Balance - Ending	\$ 405,987		\$ 1,008,566	

Westside Haines City

Community Development District

Debt Service Fund Series 2024

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending July 31, 2024

	Adopted	Prorated Budget	Actual	
	Budget	Thru 07/31/24	Thru 07/31/24	Variance
Revenues:				
Interest	\$ -	\$ -	\$ 21,338	\$ 21,338
Total Revenues	\$ -	\$ -	\$ 21,338	\$ 21,338
Expenditures:				
Interest - 11/1	\$ -	\$ -	\$ -	\$ -
Principal - 5/1	\$ -	\$ -	\$ -	\$ -
Interest - 5/1	\$ -	\$ -	\$ -	\$ -
Total Expenditures	\$ -	\$ -	\$ -	\$ -
Excess (Deficiency) of Revenues over Expenditures	\$ -	\$ -	\$ 21,338	
Other Financing Sources/(Uses):				
Bond Proceeds	\$ -	\$ -	\$ 2,522,100	\$ 2,522,100
Transfer In/(Out)	\$ -	\$ -	\$ (21,338)	\$ (21,338)
Total Other Financing Sources/(Uses)	\$ -	\$ -	\$ 2,500,762	\$ 2,500,762
Net Change in Fund Balance	\$ -	\$ -	\$ 2,522,100	
Fund Balance - Beginning	\$ -	\$ -	\$ -	
Fund Balance - Ending	\$ -	\$ -	\$ 2,522,100	

Westside Haines City
Community Development District
Capital Projects Fund Series 2021
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending July 31, 2024

	Adopted	Prorated Budget	Actual	
	Budget	Thru 07/31/24	Thru 07/31/24	Variance
Revenues:				
Developer Contributions - Cascades	\$ -	\$ -	\$ 547,469	\$ 547,469
Developer Contributions - Brentwood	\$ -	\$ -	\$ 48,705	\$ 48,705
Interest	\$ -	\$ -	\$ 2,578	\$ 2,578
Total Revenues	\$ -	\$ -	\$ 598,752	\$ 598,752
Expenditures:				
Capital Outlay - Cascades	\$ -	\$ -	\$ 633,119	\$ (633,119)
Capital Outlay - Brentwood	\$ -	\$ -	\$ 32,646	\$ (32,646)
Total Expenditures	\$ -	\$ -	\$ 665,765	\$ (665,765)
Net Change in Fund Balance	\$ -	\$ -	\$ (67,013)	
Fund Balance - Beginning	\$ -	\$ -	\$ 69,788	
Fund Balance - Ending	\$ -	\$ -	\$ 2,774	

Westside Haines City

Community Development District

Capital Projects Fund Series 2024

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending July 31, 2024

	Adopted Budget	Prorated Budget Thru 07/31/24	Actual Thru 07/31/24	Variance
Revenues:				
Developer Contributions	\$ -	\$ -	\$ 861,330	\$ 861,330
Interest	\$ -	\$ -	\$ 182,176	\$ 182,176
Total Revenues	\$ -	\$ -	\$ 1,043,506	\$ 1,043,506
Expenditures:				
Capital Outlay - Brentwood Phase 2/3	\$ -	\$ -	\$ 4,449,229	\$ (4,449,229)
Capital Outlay - Brentwood Phase 4/5	\$ -	\$ -	\$ 3,904,581	\$ (3,904,581)
Capital Outlay - Cascades	\$ -	\$ -	\$ 8,152,611	\$ (8,152,611)
Capital Outlay - Wynnstone 1A	\$ -	\$ -	\$ 2,328,558	\$ (2,328,558)
Capital Outlay - Cost of Issuance	\$ -	\$ -	\$ 1,005,325	\$ (1,005,325)
Total Expenditures	\$ -	\$ -	\$ 19,840,304	\$ (19,840,304)
Excess (Deficiency) of Revenues over Expenditures	\$ -	\$ -	\$ (18,796,797)	
Other Financing Sources/(Uses)				
Bond Proceeds	\$ -	\$ -	\$ 32,977,900	\$ 32,977,900
Transfer In/(out)	\$ -	\$ -	\$ 21,338	\$ 21,338
Total Other Financing Sources (Uses)	\$ -	\$ -	\$ 32,999,238	\$ 32,999,238
Net Change in Fund Balance	\$ -	\$ -	\$ 14,202,440	
Fund Balance - Beginning	\$ -	\$ -	\$ -	
Fund Balance - Ending	\$ -	\$ -	\$ 14,202,440	

Westside Haines City
Community Development District
Capital Projects Fund - FDC Grove
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending July 31, 2024

	Adopted Budget	Prorated Budget Thru 07/31/24	Actual Thru 07/31/24	Variance
Revenues:				
Interest	\$ -	\$ -	\$ -	\$ -
Total Revenues	\$ -	\$ -	\$ -	\$ -
Expenditures:				
Capital Outlay	\$ -	\$ -	\$ 293,042	\$ (293,042)
Total Expenditures	\$ -	\$ -	\$ 293,042	\$ (293,042)
Excess (Deficiency) of Revenues over Expenditures	\$ -	\$ -	\$ (293,042)	
Other Financing Sources/(Uses)				
Developer Advances	\$ -	\$ -	\$ 293,042	\$ 293,042
Total Other Financing Sources (Uses)	\$ -	\$ -	\$ 293,042	\$ 293,042
Net Change in Fund Balance	\$ -	\$ -	\$ -	
Fund Balance - Beginning	\$ -	\$ -	\$ -	
Fund Balance - Ending	\$ -	\$ -	\$ -	

Westside Haines City
Community Development District
Capital Projects Fund - Amenity
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending July 31, 2024

	Adopted Budget	Prorated Budget Thru 07/31/24	Actual Thru 07/31/24	Variance
Revenues:				
Contributions	\$ -	\$ -	\$ 3,380,000	\$ 3,380,000
Total Revenues	\$ -	\$ -	\$ 3,380,000	\$ 3,380,000
Expenditures:				
Capital Outlay	\$ -	\$ -	\$ -	\$ -
Total Expenditures	\$ -	\$ -	\$ -	\$ -
Net Change in Fund Balance	\$ -	\$ -	\$ 3,380,000	
Fund Balance - Beginning	\$ -	\$ -	\$ -	
Fund Balance - Ending	\$ -	\$ -	\$ 3,380,000	

Westside Haines City
Community Development District
Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
Revenues:													
Assessments - Tax Roll	\$ -	\$ 1,824	\$ 600,475	\$ 6,228	\$ 75,146	\$ 78,944	\$ 950	\$ 2,310	\$ 2,513	\$ 22	\$ -	\$ -	\$ 768,412
Assessments - Lot Closing	\$ -	\$ -	\$ -	\$ -	\$ 36,088	\$ -	\$ -	\$ -	\$ -	\$ 59,980	\$ -	\$ -	\$ 96,068
Developer Contributions	\$ -	\$ -	\$ 2,975	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,975
Boundary Amendment Contributions	\$ -	\$ 3,175	\$ -	\$ 2,176	\$ 354	\$ -	\$ 215	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,919
Total Revenues	\$ -	\$ 4,999	\$ 603,450	\$ 8,403	\$ 111,587	\$ 78,944	\$ 1,165	\$ 2,310	\$ 2,513	\$ 60,002	\$ -	\$ -	\$ 873,373
Expenditures:													
General & Administrative:													
Supervisor Fees	\$ 2,000	\$ 800	\$ 600	\$ -	\$ 1,600	\$ 800	\$ 800	\$ 1,000	\$ -	\$ -	\$ -	\$ -	\$ 7,600
Engineering	\$ 4,500	\$ 4,373	\$ 1,013	\$ 735	\$ 8,693	\$ 1,893	\$ -	\$ 3,788	\$ 2,668	\$ -	\$ -	\$ -	\$ 27,660
Attorney	\$ 3,887	\$ 4,573	\$ 3,748	\$ 1,240	\$ 10,082	\$ 7,632	\$ 9,165	\$ 2,849	\$ 2,530	\$ -	\$ -	\$ -	\$ 45,705
Annual Audit	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,000	\$ -	\$ -	\$ 4,000
Assessment Administration	\$ 5,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,000
Arbitrage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Dissemination	\$ 417	\$ 417	\$ 417	\$ 417	\$ 417	\$ 417	\$ 417	\$ 417	\$ 500	\$ 500	\$ -	\$ -	\$ 4,333
Trustee Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Management Fees	\$ 3,246	\$ 3,246	\$ 3,246	\$ 3,246	\$ 3,246	\$ 3,246	\$ 3,246	\$ 3,246	\$ 3,246	\$ 3,246	\$ -	\$ -	\$ 32,463
Information Technology	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ -	\$ -	\$ 1,500
Website Maintenance	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ -	\$ -	\$ 1,000
Postage & Delivery	\$ 8	\$ 69	\$ 44	\$ 448	\$ 16	\$ 62	\$ 126	\$ 306	\$ 300	\$ 799	\$ -	\$ -	\$ 2,176
Insurance	\$ 5,785	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,785
Printing & Binding	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 29	\$ 3	\$ -	\$ -	\$ -	\$ -	\$ 32
Legal Advertising	\$ 1,780	\$ 699	\$ -	\$ -	\$ -	\$ 2,631	\$ 2,286	\$ -	\$ -	\$ 3,407	\$ -	\$ -	\$ 10,804
Other Current Charges	\$ 47	\$ 39	\$ 117	\$ 39	\$ 156	\$ 146	\$ 147	\$ 155	\$ 163	\$ 106	\$ -	\$ -	\$ 1,115
Boundary Amendment	\$ 1,905	\$ 271	\$ 354	\$ -	\$ 215	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,744
Office Supplies	\$ 0	\$ 9	\$ 5	\$ 3	\$ 0	\$ 6	\$ 6	\$ 3	\$ 3	\$ 0	\$ -	\$ -	\$ 36
Dues, Licenses & Subscriptions	\$ 175	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 175
Total General & Administrative	\$ 28,999	\$ 14,746	\$ 9,793	\$ 6,377	\$ 24,674	\$ 17,083	\$ 16,471	\$ 12,017	\$ 9,659	\$ 12,308	\$ -	\$ -	\$ 152,127

Westside Haines City
Community Development District
Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
<u>Operations & Maintenance</u>													
Cascades Expenditures													
<u>Field Expenditures</u>													
Property Insurance	\$ -	\$ -	\$ -	\$ -	\$ 3,355	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,355
Field Management	\$ 833	\$ 833	\$ 833	\$ 833	\$ 833	\$ 833	\$ 833	\$ 833	\$ 833	\$ 833	\$ -	\$ -	\$ 8,333
Landscape Maintenance	\$ 8,805	\$ 8,805	\$ 11,780	\$ 8,805	\$ 8,805	\$ 8,805	\$ 8,805	\$ 8,805	\$ 8,805	\$ 8,805	\$ -	\$ -	\$ 91,025
Landscape Replacement	\$ 2,415	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,765	\$ -	\$ -	\$ -	\$ -	\$ 4,180
Lake Maintenance	\$ -	\$ -	\$ 175	\$ 175	\$ 175	\$ 175	\$ 175	\$ 800	\$ 175	\$ 1,775	\$ -	\$ -	\$ 3,625
Streetlights	\$ 2,722	\$ 1,573	\$ 3,283	\$ 3,027	\$ 2,395	\$ 2,701	\$ 2,701	\$ 2,701	\$ 2,701	\$ 2,691	\$ -	\$ -	\$ 26,494
Electric	\$ 859	\$ 636	\$ 985	\$ 820	\$ 660	\$ 567	\$ 664	\$ 746	\$ 957	\$ 850	\$ -	\$ -	\$ 7,745
Water & Sewer	\$ 5,055	\$ 894	\$ 5,986	\$ 6,601	\$ 7,471	\$ 606	\$ 552	\$ 6,465	\$ 7,378	\$ 7,288	\$ -	\$ -	\$ 48,296
Sidewalk & Asphalt Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Irrigation Repairs	\$ 1,701	\$ 200	\$ 593	\$ -	\$ 450	\$ -	\$ -	\$ -	\$ 131	\$ 204	\$ -	\$ -	\$ 3,279
General Repairs & Maintenance	\$ 3,835	\$ 836	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,671
Field Contingency	\$ -	\$ -	\$ 981	\$ 960	\$ 1,365	\$ 611	\$ 200	\$ 4,178	\$ -	\$ 217	\$ -	\$ -	\$ 8,512
<u>Amenity Expenditures</u>													
Amenity Staff	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Amenity - Electric	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Amenity - Water	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Playground Lease	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Fitness Equipment Lease	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Internet	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pest Control	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Janitorial Service	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Security Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pool Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Amenity Repairs & Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Amenity Access Management	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Amenity Contingency	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Capital Reserve	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal Cascades Expenditures	\$ 26,224	\$ 13,777	\$ 24,616	\$ 21,221	\$ 25,510	\$ 14,298	\$ 13,931	\$ 26,293	\$ 20,981	\$ 22,662	\$ -	\$ -	\$ 209,515

Westside Haines City
Community Development District
Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
Brentwood Expenditures													
<u>Field Expenditures</u>													
Property Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Field Management	\$ 625	\$ 625	\$ 625	\$ 625	\$ 625	\$ 625	\$ 625	\$ 625	\$ 625	\$ 625	\$ -	\$ -	\$ 6,250
Landscape Replacement & Repair	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Streetlights	\$ 911	\$ 702	\$ 218	\$ 778	\$ 560	\$ 777	\$ 994	\$ 777	\$ -	\$ 991	\$ -	\$ -	\$ 6,708
Electric	\$ 110	\$ 31	\$ 31	\$ 120	\$ 31	\$ 62	\$ 31	\$ -	\$ -	\$ 15	\$ -	\$ -	\$ 430
Water & Sewer	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 560	\$ -	\$ -	\$ -	\$ 560
Irrigation Repairs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 335	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 335
General Repairs & Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Field Contingency	\$ 3,860	\$ 3,860	\$ 4,686	\$ 7,282	\$ 4,686	\$ 4,938	\$ 4,896	\$ 4,146	\$ 1,351	\$ -	\$ -	\$ -	\$ 39,705
<u>Amenity Expenditures</u>													
Amenity Staff	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Amenity - Electric	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Amenity - Water	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Playground Lease	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Fitness Equipment Lease	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Internet	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Amenity Landscaping	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Amenity Landscape Replacement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Amenity Irrigation Repairs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pest Control	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Janitorial Service	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Security Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pool Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Amenity Repairs & Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Amenity Access Management	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Amenity Contingency	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Capital Reserve	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal Brentwood Expenditures	\$ 5,507	\$ 5,218	\$ 5,560	\$ 8,804	\$ 5,902	\$ 6,736	\$ 6,545	\$ 5,548	\$ 2,536	\$ 1,632	\$ -	\$ -	\$ 53,988
Other Expenditures													
Capital Outlay - Cascades	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 93,308	\$ -	\$ -	\$ -	\$ 93,308
Capital Outlay - Brentwood	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 220,101	\$ -	\$ -	\$ -	\$ 220,101
Capital Outlay - Wynnstone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 149,199	\$ -	\$ -	\$ -	\$ 149,199
Subtotal Other Expenditures	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 462,608	\$ -	\$ -	\$ -	\$ 462,608
Total Operations & Maintenance	\$ 31,731	\$ 18,995	\$ 30,176	\$ 30,026	\$ 31,412	\$ 21,034	\$ 20,476	\$ 31,841	\$ 486,126	\$ 24,294	\$ -	\$ -	\$ 726,111
Total Expenditures	\$ 60,730	\$ 33,741	\$ 39,969	\$ 36,403	\$ 56,086	\$ 38,117	\$ 36,947	\$ 43,858	\$ 495,785	\$ 36,602	\$ -	\$ -	\$ 878,238
Net Change in Fund Balance	\$ (60,730)	\$ (28,742)	\$ 563,481	\$ (28,000)	\$ 55,501	\$ 40,827	\$ (35,782)	\$ (41,548)	\$ (493,272)	\$ 23,400	\$ -	\$ -	\$ (4,865)

Westside Haines City
Community Development District
Long Term Debt Report

Series 2021, Special Assessment Revenue Bonds		
Interest Rate:	2.500%, 3.000%, 3.250%, 4.000%	
Maturity Date:	5/1/2052	
Optional Redemption Date:	5/1/2031	
Reserve Fund Definition	50% Maximum Annual Debt Service	
Reserve Fund Requirement	\$548,975	
Reserve Fund Balance	\$548,975	
Bonds Outstanding - 7/19/21		\$19,810,000
(Less: Principal Payment - 5/1/23)		(\$400,000)
(Less: Principal Payment - 5/1/24)		(\$410,000)
Current Bonds Outstanding		\$19,000,000

Series 2024, Special Assessment Revenue Bonds		
Interest Rate:	4.875%, 5.750%, 6.000%	
Maturity Date:	5/1/2054	
Reserve Fund Definition	Maximum Annual Debt Service	
Reserve Fund Requirement	\$2,522,100	
Reserve Fund Balance	\$2,522,100	
Bonds Outstanding - 4/29/24		\$35,500,000
Current Bonds Outstanding		\$35,500,000

Westside Haines City
Community Development District
Special Assessment Receipt Schedule
Fiscal Year 2024

Gross Assessments	\$	819,840.06	\$	1,180,856.00	\$	2,000,696.06
Net Assessments	\$	762,451.26	\$	1,098,196.08	\$	1,860,647.34

ON ROLL ASSESSMENTS

								40.98%	59.02%	100.00%
								Series 2021		
Date	Distribution	Distribution Period	Gross Amount	Commissions	Discount/Penalty	Interest	Net Receipts	O&M Portion	Debt Service	Total
11/24/23	ACH	11/06/23 - 11/12/23	\$4,731.96	(\$90.85)	(\$189.28)	\$0.00	\$4,451.83	\$1,824.26	\$2,627.57	\$4,451.83
12/1/23	INV#4652078	1% Annual Fee	(\$20,006.96)	\$0.00	\$0.00	\$0.00	(\$20,006.96)	(\$8,198.40)	(\$11,808.56)	(\$20,006.96)
12/08/23	ACH	11/13/23 - 11/22/23	\$878,848.48	(\$16,873.88)	(\$35,154.42)	\$0.00	\$826,820.18	\$338,812.24	\$488,007.94	\$826,820.18
12/21/23	ACH	11/23/23 - 11/30/23	\$219,064.08	(\$4,206.03)	(\$8,762.64)	\$0.00	\$206,095.41	\$84,453.24	\$121,642.17	\$206,095.41
12/29/23	ACH	12/01/23 - 12/15/23	\$480,887.08	(\$9,233.87)	(\$19,193.83)	\$0.00	\$452,459.38	\$185,407.64	\$267,051.74	\$452,459.38
01/10/24	ACH	12/16/23-12/31/23	\$11,829.90	(\$354.90)	(\$229.50)	\$0.00	\$11,245.50	\$4,608.15	\$6,637.35	\$11,245.50
01/16/24	ACH	10/01/23-12/31/23	\$0.00	\$0.00	\$0.00	\$3,952.32	\$3,952.32	\$1,619.57	\$2,332.75	\$3,952.32
02/09/24	ACH	01/01/24-01/31/24	\$194,010.36	(\$3,742.51)	(\$6,885.07)	\$0.00	\$183,382.78	\$75,146.12	\$108,236.66	\$183,382.78
03/13/24	ACH	02/01/24-02/29/24	\$200,570.30	(\$3,987.81)	(\$3,931.65)	\$0.00	\$192,650.84	\$78,943.96	\$113,706.88	\$192,650.84
04/10/24	ACH	03/01/24-03/31/24	\$2,365.98	(\$47.32)	\$0.00	\$0.00	\$2,318.66	\$950.13	\$1,368.53	\$2,318.66
05/20/24	ACH	01/01/24-03/31/24	\$0.00	\$0.00	\$0.00	\$860.45	\$860.45	\$352.59	\$507.86	\$860.45
05/31/24	ACH	04/01/24-04/30/24	\$4,873.93	(\$97.48)	\$0.00	\$0.00	\$4,776.45	\$1,957.28	\$2,819.17	\$4,776.45
06/20/24	ACH	05/01/24-05/31/24	\$2,436.94	(\$48.74)	\$0.00	\$0.00	\$2,388.20	\$978.63	\$1,409.57	\$2,388.20
06/28/24	ACH	06/03/24-06/03/24	\$3,820.46	(\$76.41)	\$0.00	\$0.00	\$3,744.05	\$1,534.23	\$2,209.82	\$3,744.05
07/25/24	ACH	04/01/24-06/30/24	\$0.00	\$0.00	\$0.00	\$54.66	\$54.66	\$22.40	\$32.26	\$54.66
TOTAL			\$ 1,983,432.51	\$ (38,759.80)	\$ (74,346.39)	\$ 4,867.43	\$ 1,875,193.75	\$ 768,412.04	\$ 1,106,781.71	\$ 1,875,193.75

101%	Net Percent Collected
0	Balance Remaining to Collect