

BEAUMONT

COMMUNITY DEVELOPMENT DISTRICT

February 23, 2021

BOARD OF SUPERVISORS

PUBLIC HEARINGS AND

REGULAR MEETING

AGENDA

Beaumont Community Development District
OFFICE OF THE DISTRICT MANAGER
2300 Glades Road, Suite 410W•Boca Raton, Florida 33431
Phone: (561) 571-0010•Toll-free: (877) 276-0889•Fax: (561) 570-0013

February 16, 2021

ATTENDEES:
Please identify yourself each time
you speak to facilitate accurate
transcription of meeting minutes.

Board of Supervisors
Beaumont Community Development District

Dear Board Members:

The Board of Supervisors of the Beaumont Community Development District will hold Multiple Public Hearings and a Regular Meeting on February 23, 2021 at 11:00 a.m., at 7764 Penrose Place, Wildwood, Florida 34785. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Ratification of Change Orders
 - A. Hughes Brothers Construction, Inc., Change Order No. 27 [NE CR466A Turn Lane Top Lift Spanish Harbor]
 - B. Hardscape 2, Inc. Change Order No. 6 [Beaumont Townhome Amenity]
4. Ratification of Agreement(s)/Contract(s)/Proposal
5. Public Hearing on Amenity and Operational Rules, Including Amenity Usage Rate Rule, Beaumont Clubhouse Rules & Policies, and Disciplinary & Enforcement Rule
 - A. Affidavits of Publication
 - Notice of Rule Development
 - Notice of Rulemaking
 - B. Consideration of Resolution 2021-05, Adopting Amenities Rules and Policies, Amenity Rates and a Disciplinary and Enforcement Rule; Providing a Severability Clause; and Providing an Effective Date
6. Public Hearing on Rule Relating to Overnight Parking and Parking Enforcement
 - A. Affidavits of Publication
 - Notice of Rule Development
 - Notice of Rulemaking

- B. Consideration of Resolution 2021-06, Adopting Polices Relating to Overnight Parking and Parking Enforcement; and Providing for Severability and an Effective Date
- 7. Consideration of Stormwater Drainage and Retention Easement Agreement
- 8. Acceptance of Unaudited Financial Statements as of January 31, 2021
- 9. Consideration of Meeting Minutes
 - A. November 3, 2020 Landowners’ Meeting
 - B. November 9, 2020 Special Meeting Minutes
- 10. Staff Reports
 - A. District Counsel: *Hopping Green & Sams, PA*
 - B. District Engineer: *Morris Engineering and Consulting, LLC*
 - C. Field Operations Manager:
 - D. District Manager: *Wrathell, Hunt and Associates, LLC*
 - NEXT MEETING DATE: March 23, 2021 at 11:00 A.M.

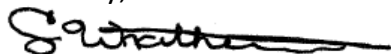
○ QUORUM CHECK

Troy Simpson	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
James Harvey	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
Greg Meath	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
Bradley Walker	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
Candice Smith	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO

- 11. Board Members’ Comments/Requests
- 12. Public Comments
- 13. Adjournment

Should have any questions or concerns, please do not hesitate to contact me directly at 561-719-8675.

Sincerely,



Craig Wrathell
 District Manager

TO ATTEND BY TELEPHONE
CALL-IN NUMBER: 1-888-354-0094
CONFERENCE ID: 2144145

BEAUMONT
COMMUNITY DEVELOPMENT DISTRICT

3A

CHANGE ORDER NO. 27

Date of Issuance: _____ Effective Date: _____

Project: Beaumont Project	District: Beaumont Community Development District	District's Contract No.:
Contract: Contractor Agreement (assigned to the District on February 7, 2019)		Date of Contract: February 7, 2019
Contractor: Hughes Brothers Construction, Inc.		Architect's/Engineer's Project No.:

The foregoing agreement is modified as follows upon execution of this Change Order:

Description: **NE CR466A Turn Lane Top Lift Spanish Harbor - See Exhibit A attached hereto.**

Attachments:

CHANGE IN CONTRACT PRICE:

Original Contract Price:

\$6,211,578.67

Increase/Decrease from prior Change Orders:

\$167,190.91

Contract Price prior to this Change Order:

\$6,378,769.58

Increase/Decrease of this Change Order:

\$92,871.95

Contract Price incorporating this Change Order:

\$6,471,641.53

CHANGE IN CONTRACT TIMES:

Original Contract Working days Calendar days
Times:

Substantial completion (days or date):

Ready for final payment (days or date):

Increase/Decrease from previously approved Change Orders

No. _____ to No. _____:

Substantial completion (days):

Ready for final payment (days):

Contract Times prior to this Change Order:

Substantial completion (days or date):

Ready for final payment (days or date):

Increase/Decrease of this Change Order:

Substantial completion (days or date):

Ready for final payment (days or date):

Contract Times with all approved Change Orders:

Substantial completion (days or date):

Ready for final payment (days or date):

RECOMMENDED BY:
MORRIS ENGINEERING AND CONSULTING, LLC
DISTRICT ENGINEER

By: _____

Title: **District Engineer**

Date: **12/7/20**

ACCEPTED:
BEAUMONT COMMUNITY DEVELOPMENT DISTRICT

By: _____

Title: **CHAIRMAN**

Date: **12-04-2020**

ACCEPTED:
HUGHES BROTHERS CONSTRUCTION, INC.

By: _____

Title: **Project Manager**

Date: **11/6/20**

EXHIBIT A

Beaumont
CO#27
NE CR466A Turn Lane Top Lift Spanish Harbor

PROJECT: Beaumont
DATE: 11/6/2020
CONTRACTOR: Hughes Brothers Construction, Inc.
948 Walker Road
Wildwood, FL 34785
P: 352-399-6829
F: 352-399-6830



DIRECTED TO: Beaumont CDD

ATTN: Brad Walker

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
	14x23" ERCP	280.00	LF	\$ 60.10	\$ 16,828.00
	Type P MH	1.00	EA	\$ 4,055.00	\$ 4,055.00
	Top Lift Spanish Harbor Dr, 1" SP-9.5	8,833.00	SY	\$ 8.15	\$ 71,988.95

Grandtotal: \$ 92,871.95

OK

BEAUMONT

COMMUNITY DEVELOPMENT DISTRICT

3B

CHANGE ORDER NO. 6

Date of Issuance: _____ Effective Date: _____

Project: Beaumont Townhome Amenity	District: Beaumont Community Development District	District's Contract No.:
Contract: Contractor Agreement (assigned to the District on March 25, 2020)		Date of Contract: February 21, 2020
Contractor: Hardscape 2, Inc.		Architect's/Engineer's Project No.:

The foregoing agreement is modified as follows upon execution of this Change Order:

Description: **Construction Services Proposal, dated January 15, 2021 - See Exhibit A attached hereto.**

Attachments:

CHANGE IN CONTRACT PRICE:

Original Contract Price:

\$395,000.00

Increase/Decrease from prior Change Orders:

\$37,833.34

Contract Price prior to this Change Order:

\$432,833.34

Increase/Decrease of this Change Order:

(\$13,020.00)

Contract Price incorporating this Change Order:

\$419,813.34

CHANGE IN CONTRACT TIMES:

Original Contract ~~Working days~~ ~~Calendar days~~
Times:

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

~~Increase/Decrease from previously approved Change Orders~~

No. _____ to No. _____:

Substantial completion (days): _____

Ready for final payment (days): _____

~~Contract Times prior to this Change Order:~~

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

~~Increase/Decrease of this Change Order:~~

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

~~Contract Times with all approved Change Orders:~~

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

RECOMMENDED BY:
MORRIS ENGINEERING AND CONSULTING, LLC
DISTRICT ENGINEER

By: 

Title: District Engineer

Date: 1/24/21

ACCEPTED:
BEAUMONT COMMUNITY DEVELOPMENT DISTRICT

By: [SIGNATURE ON NEXT PAGE]

Title: _____

Date: _____

ACCEPTED:
HARDSCAPES 2, INC.

By: 

Title: P.M.

Date: 1/21/2021

CHANGE ORDER NO. 6

Date of Issuance: _____ Effective Date: _____

Project: Beaumont Townhome Amenity	District: Beaumont Community Development District	District's Contract No.:
Contract: Contractor Agreement (assigned to the District on March 25, 2020)	Date of Contract: February 21, 2020	
Contractor: Hardscape 2, Inc.	Architect's/Engineer's Project No.:	

The foregoing agreement is modified as follows upon execution of this Change Order:

Description: **Construction Services Proposal, dated January 15, 2021 - See Exhibit A attached hereto.**

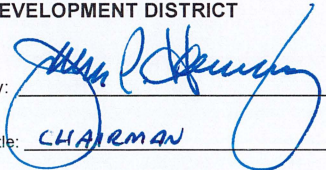
Attachments:

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: \$395,000.00	Original Contract Working days Calendar days Times: _____ Substantial completion (days or date): _____ _____ Ready for final payment (days or date): _____
Increase/Decrease from prior Change Orders: \$37,833.34	Increase/Decrease from previously approved Change Orders No. _____ to No. _____: _____ Substantial completion (days): _____ _____ Ready for final payment (days): _____
Contract Price prior to this Change Order: \$432,833.34	Contract Times prior to this Change Order: _____ Substantial completion (days or date): _____ _____ Ready for final payment (days or date): _____
Increase/Decrease of this Change Order: (\$13,020.00)	Increase/Decrease of this Change Order: _____ Substantial completion (days or date): _____ _____ Ready for final payment (days or date): _____
Contract Price incorporating this Change Order: \$419,813.34	Contract Times with all approved Change Orders: _____ Substantial completion (days or date): _____ _____ Ready for final payment (days or date): _____

RECOMMENDED BY:
**MORRIS ENGINEERING AND CONSULTING, LLC
DISTRICT ENGINEER**

By: [SIGNATURE ON PRIOR PAGE]
Title: _____
Date: _____

ACCEPTED:
BEAUMONT COMMUNITY DEVELOPMENT DISTRICT

By: 
Title: CHAIRMAN
Date: 01-22-2021

ACCEPTED:
HARDSCAPES 2, INC.

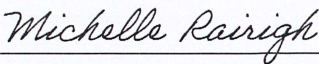
By: 
Title: P.M.
Date: 1/21/2021

EXHIBIT A



14620 Bellamy Brothers Boulevard, Dade City, Florida 33525 Phone (866) 617-2235 Fax (866) 929-6998 www.cornerstonesolutionsgroup.com

CONSTRUCTION SERVICES PROPOSAL

TO: Brad Walker
Beaumont CDD - Change Order #6
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

FROM: Michelle Rairigh
Cornerstone Solutions Group

DATE: January 15, 2021

SUBJECT: Change Order 6
Landscape Deductions, Pool Equipment, Irrigation Adjustments and Clubhouse Modifications

Cornerstone proposes to furnish all labor, materials, equipment and supervision necessary to provide, as an independent contractor, the following described work:

This proposal is based on the construction documents referenced above.

Table with 4 columns: Item, Description, Unit, Cost. Rows include Landscape Deduction - VE Landscape Package, Pool Equipment - Pump and Filter, Irrigation - Relocation and Adjustments, Clubhouse - Modifications due to security installation - Includes Paint, and a total cost of (13,020.00).

Clarifications:

- Price is based on regular working hours (no nights or weekends)
Price is for work listed above. Any other work will be subject to change order.
Price does not include any Hazardous materials testing/removal if any is discovered.
Pricing for Builder's Risk Insurance is excluded.
Pricing for Payment and Performance bond is excluded.
Price excludes directional bores, cutting or patching. Cornerstone assumes all crossings will be provided and marked prior to all work commence.
Price excludes landscape and irrigation allowance can be included if needed upon request.
Price is based on all transformers and handholes to be within 50 feet of electrical services.

BEAUMONT
COMMUNITY DEVELOPMENT DISTRICT

5A

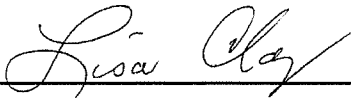
Affidavit of Publication

DAILY COMMERCIAL

Serving Lake and Sumter Counties

located in Leesburg, Lake County Florida
STATE OF FLORIDA, COUNTY OF LAKE

Before the undersigned authority personally appeared
Lisa Clay



who on oath says that she is an authorized employee of the Daily Commercial, a daily newspaper published at Leesburg, in Lake and Sumter Counties, Florida; that the attached copy of advertisement, being a notice in the matter of

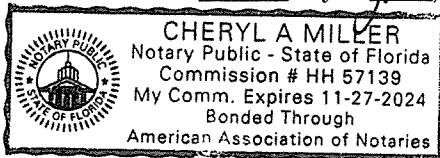
ROLE DEVELOPMENT

was published in said newspaper in the issues of:

JAN 21, 2021

Affiant further says that the said Daily Commercial is published at Leesburg, in said Lake and Sumter Counties, Florida, and that the said newspaper has heretofore been continuously published in said Lake and Sumter Counties, Florida, daily, and has been entered as second class mail matter at the post office in Leesburg, in said Lake and Sumter Counties, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Sworn to and subscribed before me this 21 day of Jan A.D., 2021.



Cheryl A. Miller
Notary Public


(Print, Type or Stamp Name of Notary Public)

AD# 10100385

NOTICE OF RULE DEVELOPMENT REGARDING THE AMENITY RULES OF THE BEAUMONT COMMUNITY DEVELOPMENT DISTRICT

In accord with Chapters 120 and 190, Florida Statutes, the Beaumont Community Development District ("District") hereby gives notice of its intention to develop its proposed Amenities and Operational Rules (Single Family Homeowner Version) and Amenities and Operational Rules (Townhome Homeowner Version) (together, "Amenity Rules"), which address among other things, rates for use of the amenities, operational rules, and disciplinary and enforcement rules. The purpose and effect of the proposed Amenity Rules is to provide for efficient and effective District operations of the District's amenities and properties.

Among other provisions, the proposed Amenity Rules provide for certain rates, as follows:

Annual User Fees. A Single Family Property Owner does not have to pay any annual user fee for use of the Single Family Amenity, and a Townhome Property Owner does not have to pay any annual user fee for use of the Townhome Amenity, because those fees are already included in the landowner's respective debt and operations and maintenance assessments. With those exceptions, all patrons are required to pay an annual user fee to access and use the District's amenities, as follows:

User * Annual Fee for Single Family Amenity	Annual Fee for Townhome Amenity
Property Owner**	\$762.89 \$460.74
Non-Resident Patrons	\$2,201.88 \$1,555.26

*NOTE: In addition to the fees stated herein, all landowners will be responsible for paying all other debt and operations and maintenance assessments attributable to their respective properties. All fees stated herein are subject to a percentage change on an annual basis, and in an amount not to exceed the percentage increase in the District's annual budget(s).

**NOTE: A resident apartment tenant (who is not a Property Owner or Non-Resident Patron), with a valid lease agreement, is treated in the same manner as the Property Owner for purposes of this rule.

Reservation Rates for Clubhouse. Any patron wishing to have the exclusive use of any room or area within a clubhouse (excluding kitchen) must pay the appropriate fee and submit a security deposit in the amounts set forth below.

Room / Area	Rental Fee	Deposit
Club Room	\$150 for 4 hours + \$50 each additional hour (up to 8 hour maximum)	\$250

Activity/Art Room \$100 for 4 hours + \$25 each additional hour (up to 8 hour maximum) \$250

Club Room AND Activity/Art Room \$225 for 4 hours + \$60 each additional hour (up to 8 hour maximum) \$250

* Rate and deposit based on facility being rented, type of event, and staffing needs.

Miscellaneous Fees.

Item	Fee
Additional Daily Guest Pass	\$10.00 / guest
Replacement of Damaged, Lost, or Stolen FOB	\$50.00
Insufficient Funds Fee (for submitting an insufficient funds check)	\$50.00

Specific laws implemented for the rule includes Sections 190.035, 190.011, 190.012, 120.54, 120.69 and 120.81, Florida Statutes (2020).

A copy of the proposed Amenities Rules may be obtained by contacting the District Manager, c/o Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, (877) 276-0889.

Craig Wrathell, District Manager
Beaumont Community Development District

Ad No: 10100385
January 21, 2021

Affidavit of Publication

DAILY COMMERCIAL

Serving Lake and Sumter Counties

located in Leesburg, Lake County Florida
STATE OF FLORIDA, COUNTY OF LAKE

Before the undersigned authority personally appeared

Lisa Clay

who on oath says that she is an authorized employee of the Daily Commercial, a daily newspaper published at Leesburg, in Lake and Sumter Counties, Florida; that the attached copy of advertisement, being a notice in the matter of

NOTICE OF RULEMAKING

was published in said newspaper in the issues of:

JAN 22, 2021

Affiant further says that the said Daily Commercial is published at Leesburg, in said Lake and Sumter Counties, Florida, and that the said newspaper has heretofore been continuously published in said Lake and Sumter Counties, Florida, daily, and has been entered as second class mail matter at the post office in Leesburg, in said Lake and Sumter Counties, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Sworn to and subscribed before me this 22 day of Jan, A.D., 2021.



Cheryl A. Miller
Notary Public

(Print, Type or Stamp Name of Notary Public)

AD#

10100386

NOTICE OF RULEMAKING REGARDING THE AMENITY RULES OF THE BEAUMONT COMMUNITY DEVELOPMENT DISTRICT

A public hearing will be conducted by the Board of Supervisors of the Beaumont Community Development District ("District") on February 23, 2021, 11:00 a.m. at 7764 Penrose Place, Wildwood, Florida 34785

In accordance with Chapters 120 and 190, Florida Statutes, the District hereby gives the public notice of its intent to adopt its proposed Amenities and Operational Rules (Single Family Homeowner Version) and Amenities and Operational Rules (Townhome Homeowner Version) (together, "Amenity Rules"), which address among other things, rates for use of the amenities, operational rules, and disciplinary and enforcement rules. The purpose and effect of the proposed Amenity Rules is to provide for efficient and effective District operations of the District's amenities and properties. Prior notice of rule development was published in the Daily Commercial on January 21, 2021.

Among other provisions, the proposed Amenity Rules provide for certain rates, as follows:

Annual User Fees. A Single Family Property Owner does not have to pay any annual user fee for use of the Single Family Amenity, and a Townhome Property Owner does not have to pay any annual user fee for use of the Townhome Amenity, because those fees are already included in the landowner's respective debt and operations and maintenance assessments. With those exceptions, all patrons are required to pay an annual user fee to access and use the District's amenities, as follows:

User *	Annual Fee for Single Family Amenity	Annual Fee for Townhome Amenity
Property Owner**	\$762.89	\$460.74
Non-Resident Patrons	\$2,201.88	\$1,555.26

*NOTE: In addition to the fees stated herein, all landowners will be responsible for paying all other debt and operations and maintenance assessments attributable to their respective properties. All fees stated herein are subject to a percentage change on an annual basis, and in an amount not to exceed the percentage increase in the District's annual budget(s).

**NOTE: A resident apartment tenant (who is not a Property Owner or Non-Resident Patron), with a valid lease agreement, is treated in the same manner as the Property Owner for purposes of this rule.

Reservation Rates for Clubhouse. Any patron wishing to have the exclusive use of any room or area within a clubhouse (excluding kitchen) must pay the appropriate fee and submit a security deposit in the amounts set forth below.

Room/Area	Rental Fee	Deposit
Club Room	\$150 for 4 hours + \$50 each additional hour (up to 8 hour maximum)	\$250
Activity/Art Room	\$100 for 4 hours + \$25 each additional hour (up to 8 hour maximum)	\$250
Club Room AND Activity/Art Room	\$225 for 4 hours + \$60 each additional hour (up to 8 hour maximum)	\$250

* Rate and deposit based on facility being rented, type of event, and staffing needs.

Miscellaneous Fees.

Item	Fee
Additional Daily Guest Pass	\$10.00 / guest
Replacement of Damaged, Lost, or Stolen FOB	\$50.00
Insufficient Funds Fee (for submitting an insufficient funds check)	\$50.00

Specific legal authority for the rule includes Sections 190.035, 190.011, 190.012, 120.54, 120.69 and 120.81, Florida Statutes (2020).

A copy of the proposed Amenity Rules may be obtained by contacting the District Manager at Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, (877) 276-0889 ("District Manager's Office").

Any person who wishes to provide the District with a proposal for a lower cost regulatory alternative as provided by Section 120.54(1), Florida Statutes, must do so in writing within twenty one (21) days after publication of this notice to the District Manager's Office.

This public hearing may be continued to a date, time, and place to be specified on the record at the hearing without additional notice. If

anyone chooses to appeal any decision of the Board with respect to any matter considered at a public hearing, such person will need a record of the proceedings and should accordingly ensure that a verbatim record of the proceedings is made which includes the testimony and evidence upon which such appeal is to be based. At the hearing, staff or Supervisors may participate in the public hearing by speaker telephone.

Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Manager's Office at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 1-800-955-8771 or 1-800-955-8770 for aid in contacting the District Manager's Office.

Craig Wrathell, District Manager
Beaumont Community Development District

Ad No: 10100386
Januarv 22, 2021

BEAUMONT
COMMUNITY DEVELOPMENT DISTRICT

5B

RESOLUTION 2021-05

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BEAUMONT COMMUNITY DEVELOPMENT DISTRICT ADOPTING AMENITIES RULES AND POLICIES, AMENITY RATES AND A DISCIPLINARY AND ENFORCEMENT RULE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Beaumont Community Development District (“District”) is a local unit of special purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated in Sumter County, Florida; and

WHEREAS, Chapters 120 and 190, *Florida Statutes*, authorizes the District to adopt rules, rates, charges and fees to govern the administration of the District and defray costs of operation and to adopt resolutions as may be necessary for the conduct of District business; and

WHEREAS, the Board of Supervisors (“Board”) finds that it is in the best interests of the District to adopt by resolution the *Amenities and Operational Rules (Single Family Homeowner Version)* and *Amenities and Operational Rules (Townhome Homeowner Version)* (together, “Amenities Rules”), attached hereto as **Exhibit A** for immediate use and application; and

WHEREAS, the Board has complied with applicable Florida law concerning rule development and adoption.

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

SECTION 1. The attached Amenities Rules are hereby adopted pursuant to this resolution as necessary for the conduct of District business. These Amenities Rules shall stay in full force and effect until such time as they are otherwise amended by the Board.

SECTION 2. If any provision of this resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 3. This resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this ___ day of _____, 2021.

ATTEST:

BEAUMONT COMMUNITY DEVELOPMENT DISTRICT

Print Name: _____
Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: Amenities Rules

Exhibit A: Amenities Rules

BEAUMONT COMMUNITY DEVELOPMENT DISTRICT

AMENITIES AND OPERATIONAL RULES (SINGLE FAMILY HOMEOWNER VERSION)

Joey Arroyo, LCAM, Amenity Manager
Evergreen Lifestyles Management
P: (904) 502-1298
E-mail: jarroyo@evergreen-lm.com

Adopted _____

**BEAUMONT COMMUNITY DEVELOPMENT DISTRICT
AMENITY AND OPERATIONAL RULES**

TABLE OF CONTENTS

1. Amenity Usage Rate Rule
2. Beaumont Clubhouse Rules & Policies
3. Disciplinary & Enforcement Rule
4. Acknowledgment
5. Participant Consent & Waiver Agreement

**Beaumont Community Development District
Amenity and Operational Rules
PART 1: Rule for Amenities Rates**

In accordance with Chapters 190 and 120 of the Florida Statutes, and after a duly noticed public meeting and public hearing, the Board of Supervisors of the Beaumont Community Development District adopted the following rules.

1. **Introduction.** This rule addresses various rates, fees and charges associated with the amenities.

2. **Annual User Fees.** A Single Family Property Owner does not have to pay any annual user fee for use of the Single Family Amenity, and a Townhome Property Owner does not have to pay any annual user fee for use of the Townhome Amenity, because those fees are already included in the landowner’s respective debt and operations and maintenance assessments. With those exceptions, all patrons are required to pay an annual user fee to access and use the District’s amenities, as follows:

User *	Annual Fee for Single Family Amenity	Annual Fee for Townhome Amenity
Property Owner**	\$762.89	\$460.74
Non-Resident Patrons	\$2,201.88	\$1,555.26

*NOTE: In addition to the fees stated herein, all landowners will be responsible for paying all other debt and operations and maintenance assessments attributable to their respective properties. All fees stated herein are subject to a percentage change on an annual basis, and in an amount not to exceed the percentage increase in the District’s annual budget(s).

**NOTE: A resident apartment tenant (who is not a Property Owner or Non-Resident Patron), with a valid lease agreement, is treated in the same manner as the Property Owner for purposes of this rule.

3. **Reservation Rates for Clubhouse.** Any patron wishing to have the exclusive use of any room or area within the clubhouse (excluding kitchen) must pay the appropriate fee and submit a security deposit in the amounts set forth below.

Room / Area	Rental Fee	Deposit
Club Room	\$150 for 4 hours + \$50 each additional hour (up to 8 hour maximum)	\$250
Activity/Art Room	\$100 for 4 hours + \$25 each additional hour (up to 8 hour maximum)	\$250
Club Room AND Activity/Art Room	\$225 for 4 hours + \$60 each additional hour (up to 8 hour maximum)	\$250

* Rate and deposit based on facility being rented, type of event, and staffing needs.

4. **Miscellaneous Fees.**

Item	Fee
Additional Daily Guest Pass	\$10.00 / guest
Replacement of Damaged, Lost, or Stolen FOB	\$50.00
Insufficient Funds Fee (for submitting an insufficient funds check)	\$50.00

5. **Homeowner's Association Meetings.** Unless otherwise provided in the District's official policies, as may be amended from time to time, each homeowner's association located within the boundaries of the District is permitted one free meeting per month, subject to availability.

6. **Additional Costs.** The District may in its sole discretion require additional staffing, insurance, cleaning, or other service for any given event, and, if so, may charge an additional fee for the event equal to the cost of such staffing, insurance, cleaning, or service.

7. **Adjustment of Rates.** Not more than once per year, the Board may adjust by resolution adopted at a duly noticed public meeting any of the fees set forth in Sections 3 and 4 by not more than ten percent per year to reflect actual costs of operation of the amenities, to promote use of the amenities, or for any other purpose as determined by the Board to be in the best interests of the District. The Board may also in its discretion authorize discounts for certain services.

8. **Prior Rules; Policies.** The District's prior rules setting amenities rates, if any, are hereby rescinded.

9. **Severability.** The invalidity or unenforceability of any one or more provisions of this rule shall not affect the validity or enforceability of the remaining portions of this rule, or any part of this rule not held to be invalid or unenforceable.

Law Implemented: ss. 190.011, 190.035, Fla. Stat. (2020)

Effective Date: _____

BEAUMONT

RESIDENT

HANDBOOK

BEAUMONT RESIDENT RULES AND REGULATIONS HANDBOOK

Dear Resident:

We are pleased that you have made Beaumont your home and are proud of the amenities the community has available for your family's enjoyment.

Please accept our warmest welcome. Once you have unpacked please take a moment and register on the Beaumont community website for information regarding the community.

Community Development District(CDD) Contact Information

Beaumont is Professionally Managed by:
Evergreen Lifestyles Management



Our Customer Service is available 24/7
877-221-6919

www.Evergreen-LM.com

Beaumont Community Website:

www.BeaumontNorthHOA.com

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Amenities Hours of Operation

Clubhouse:

Clubhouse: Open daily with fob access from 10:00am to 6:00pm, Private Events, Community Sponsored Events/Activities, CDD, Meetings.

Lifestyles Coordinator and Management will prioritize events and keep a calendar of events and activities.

Operating Hours:

***All hours of operation are subject to change.*

The Beaumont CDD and Management team maintains the right to close the facilities due to any unforeseen circumstances.

Fitness Center

5:00am to 11:00pm

Swimming Pool Daily:

Open ~ 8:00am to Dusk

Outdoor Areas Daily:

Open ~ Dawn to Dusk

New Resident Orientations:

By Appointment Only – Please email JArroyo@Evergreen-LM.com

www.BeaumontNorthHOA.com

RESIDENT RULES AND REGULATIONS

As the Beaumont community continues to grow, it is important for everyone to be consistent with the rules and regulations of Beaumont. For the safety and enjoyment of the community, please respect and follow all Rules and Regulations.

The Beaumont amenities are for the exclusive use of Beaumont Residents, or Annual Fee Payers, and their invited guests, while accompanied by a Resident¹. Any non-residents are not permitted and will be in violation of trespassing.

GENERAL INFORMATION

Access to the Amenities Complex Facilities

Resident ID/Key Access Fobs must be used at all times for use of the complex. Resident ID/Access Fobs are required for entrance. Residents must be a minimum 16 years of age or accompanied by an adult in order to be onsite on any of the amenities. Likewise, the staff may request Residents to identify their address to assist with verification of residency.

Resident ID/Key Access Fobs

Every home is entitled to Two Access Fobs, Free of charge following closing of a new construction home. If a Resident leases a home, only the lessee shall be entitled to exercise the privileges of a Resident. Additional fobs are \$50 each. The maximum number of ID/Access Fobs per household is limited to four (4). Resale buyers are required to purchase new fobs if not passed on from seller. All resale buyers **must** reregister the old fobs. Buyer is required to register with management to ensure fobs are transferred to new owners.

Lost Resident ID/Key Access Card

Resident must immediately notify the CDD Management Company of a lost or stolen key fob so it can be deactivated. If an unauthorized person uses the ID/Key access key fob, the Resident shall be liable for any loss, damage, or expense resulting from such unauthorized use. There will be a charge of \$50.00 for replacement of lost or damaged key fobs.

Guests

In addition to the Beaumont Resident's household members, a maximum of 5 guests (non-residents) per household, per day, are allowed in the Beaumont Pool and Amenities Area; unless the clubhouse or event space is rented by the Resident. Additional guest passes may be purchased from the Amenity staff for \$10 per guest per day. Cash or Check only.

¹ For purposes of these rules, a Resident refers to an individual owner of property within the District or a person who has paid an Annual User Fee, according to the District's rules.

Smoking

Smoking, including E-cigarette, cigar and pipe smoking, is not permitted anywhere within the Amenities Complex (Clubhouse, Swimming Pool, Restrooms), to the extent permitted by the Florida Clean Indoor Air Act or other subsequent legislation.

Pets

No pets (except service animals) are allowed in, or on, the premises of the Beaumont Amenities Complex including the main building or outdoor pool areas.

Parking

Amenities Complex - When visiting the clubhouse, parking is in the parking lot in front of the Clubhouse. If you utilize a golf cart to visit the amenity, you are required to use the golf cart parking lot spaces.

This includes loading and unloading. Residents are responsible for informing their guests and ensuring they are in compliance. Legal and safe parking of residents and guests is required. No overnight parking of any kind is allowed in the amenity parking lot.

Streets of Beaumont

On all streets contained within the Beaumont community, all signage and traffic laws are to be followed which includes no parking in front of fire hydrants, blocking sidewalks or driveways, stop signs. Residents are responsible for ensuring their guests are informed and in compliance by providing appropriate communication of parking to their guest. Legal and safe parking of residents and guests is required.

Beaumont Event Request

Beaumont Residents have the privilege of scheduling parties and events at the Beaumont Clubhouse. Events must be scheduled before using these areas by filling out a Rental Request Form located on the Beaumont Community website.

Event Request Forms will only be accepted from Residents whose status is in good standing and continue to be in good standing up to their event. A Rental Fee as well as a deposit is required before the day of the event and will be returned upon compliance with Community and event rules listed in this document and the rental agreement.

Completed rental forms can be dropped off at the Clubhouse during manager or Lifestyle Directors hours or can be emailed to Joey Arroyo at JArroyo@Evergreen-LM.com . In addition to the clubhouse, any damages to other areas of the Amenities Complex (playgrounds and pool area) by the Resident or the guest of the Resident are the responsibility of the Resident including deduction from the security deposit.

All other individual components of the Beaumont Amenities Complex (Swimming Pool, Playgrounds, Parking Lot), are not able to be reserved for their exclusive use restricted by a resident, without prior approval of the Beaumont CDD. Rental of the clubhouse does not include any other complex component. Questions concerning these areas for community events should be directed to CDD Management.

Residents Property Maintenance

As a reminder, all property owners must maintain their property according to *Article IX – Maintenance, Section 11, in the Community Declaration for Beaumont*, which states, All Lots and Homes, including, without limitation, all lawns, landscaping, irrigation systems, driveways, walkways and any property, structures, improvements and appurtenances not maintained by the Association shall be well maintained and kept in first class, good, safe, clean, neat and attractive condition consistent with the general appearance of BEAUMONT by the record title owner of the applicable Lot. No tree installed by the Declarant or an Authorized Builder on any Lot shall be felled, removed, or cut down unless such tree represents a hazard to the Home or other improvements on the Lot, or to persons occupying or utilizing BEAUMONT. If any such tree dies, such tree shall be replaced by the Owner of the Lot upon which the tree was located, at the Owner's expense, by a similar tree of similar size in diameter, unless otherwise approved by the ACC. No other objects or landscaping may be installed in place of any such trees. In the event Lots and Homes are not maintained by the record title owner of the Lot in accordance with the requirements of this Section 11, the Association may, but shall not be obligated to, perform the maintenance obligations on behalf of the Owner.

Therefore, it is strongly recommended that owners whose property is not in full- time use arrange for a management company, or an appropriate individual, to care and upkeep the property to remove advertising material and trash, maintain the grounds, ensure sprinklers are operating properly, and monitor the exterior so that the property is in an appropriate and lived-in appearance.

Property that is in violation of the Declaration of Covenants, Conditions and Restrictions for Beaumont will be in violation and fined by the Association.

FACILITIES RULES AND REGULATIONS

Attire

- Residents and their Guests should dress in a manner appropriate to the activities enjoyed at the Club.
- Shoes/sandals/flip flops and shirts must be worn in the interior of the clubhouse at all times.
- Swimwear and/or bare feet are not permitted within the Clubhouse.
- Management shall request anyone in the Club to conform to the Club's Rules regarding attire.
- At times the dress code may be suspended. There will be visible signs posted during

these time periods.

Outdoor Pool

Please respect and follow the pool rules and regulations:

- There is no lifeguard on duty for the pool. Swim at your own risk.
- Entry to the pool area must be made through the gates with the Resident Key fob.
- Guest - A Resident must accompany all guests at all times. Use of the pool is at the Residents own risk. Each Resident is personally liable for any injury to his or her immediate family members and guests using the pool.
- Escorting guests to the pool then leaving them unattended is in violation of this rule and regulation. When this is observed the guests will be asked to leave the pool area.
- Bathing Attire – Appropriate bathing suits are required.
- Diapers - Out of concern for the health and welfare of our Residents and guests using the swimming pool, all incontinent or non-potty trained individuals must wear a fitted waterproof garment over a diaper or swim diaper. If contamination occurs, the pool will be closed for twenty-four (24) hours and the water will be shocked with chlorine to kill the bacteria. Any individual responsible for contamination of the pool may be held responsible for any clean-up or decontamination expenses incurred by the District.
- Trash - All persons using the pool areas are to keep the area clean by properly disposing of towels, cans, and all trash. Please help keep the pool areas clean by throwing all trash away and resetting chairs on the pool deck.
- Food or beverages may be brought into the pool areas; however, such food or beverages must be removed or disposed of after use.
- No glass containers are allowed around the pool area.
- Behavior – Rowdy and disruptive behavior is not permitted.
- Radios – Radios or other music devices are to be used with headphones only.
- Storms - In the event thunder or lightning, please exit the pool and pool area immediately! Before returning to the area, there must be at least 30 minutes without an occurrence of thunder or lightning.
- Swimming is not permitted when thunder is heard until at least 30 minutes after the storm has passed without any occurrence of lightning or thunder.
- Cabanas are on a first come first serve basis, items left unattended are at residents' own risk.
- Please do not leave items unattended so as to restrict the use of the cabana by another resident.

Clubhouse

- Access to the Clubhouse is available daily with fob access. Private rental, Beaumont

event or activity will take priority (see current activity schedule).

- Rental request forms are on the Beaumont Community Website address on the cover of this document.
- Shoes/sandals/flip flops and shirts must be worn in the clubhouse at all times.
- Trash - All persons using the Clubhouse are to cooperate in keeping the areas clean by properly disposing of towels, cans, and all trash, in the outside dumpster located in the far side of the parking lot.
- For private rentals, if trash is not disposed of properly, deposit will be forfeited.
- There are four televisions for your use. One is located in the Club room, one in the activity room and two others on the Outdoor Patio. Remotes for the Club Room and Activity Room televisions are found on the ottoman in the Club Room, while the remotes for the televisions on the Outdoor Patio are located in the outdoor kitchen drawer. Turn them OFF when your rental or use has concluded.
- You may only use the kitchen and appliances throughout your rental if you are renting the Activity room but do not use CDD property that might be in the refrigerators/freezers during your event. These supplies are for community events only.
- Upon conclusion of your private event please make sure the doors to the facility are all closed and locked.

Covered Patio Area

- Please be mindful of other residents and guests, space is on a first come first serve basis, and cannot be restricted.
- TV remote should be returned to the shelf area, and please keep volume so as not to disturb anyone's else enjoyment of the space.
- Outdoor bar seating is first come first serve.

Fitness Center

- All use of the fitness equipment is done at your own risk. Please familiarize yourself with the proper use of the fitness equipment before using the equipment.
- Televisions are provided, but headphones must be used at all times.
- It is the responsibility of each person to consult with their physician, and each person should be deemed to be in good physical condition and free from any physical, medical or psychological conditions, disabilities, impairments or ailments, chronic or otherwise, which would preclude, impair or prevent him or her from using the Fitness Center or engaging in active or passive exercise.
- Neither the Club, its management, or Beaumont CDD shall be liable for any injuries or damage to or loss of property of Residents or their Guests while using the Fitness Center.
- Due to a number of safety issues, children under 16 years are not allowed in the

Fitness Center unless accompanied by an adult. Children 12 and under may not be in the gym at any time.

- Casual workout attire is appropriate in the Fitness Center:
- Men: T-shirts, pants, shorts, warm-up pants and athletic shoes.
- Women: T-shirts, shorts, warm-up pants, leotards, tights and athletic shoes.
- No swimsuits or street clothes are permitted.
- Rubber-soled athletic shoes that cover the entire foot must be worn. For health and safety reasons, bare feet, sandals, spiked shoes, work boots and flip-flops are not permitted.
- Do not move any equipment. Moving equipment may cause units to become unbalanced which will require a service technician to be called.
- There is a 30-minute time limit on each piece of cardiovascular equipment when people are waiting.
- Use of a spotter when lifting free weights is recommended. Free weights must not be dropped on floor. All weights must be returned to their proper place at the completion of each use.
- Food is not permitted in the Fitness Center. Closed plastic beverage containers are allowed.
- Please wipe down equipment after each use with the disinfectant wipes provided in the Fitness Center.
- One Personal Trainer is permitted as a Guest of the Resident. The Personal Trainer must register with Club Management, and provide evidence of certifications and insurance. Personal trainers may train Residents of Beaumont only. At no time are Personal Trainers permitted to train non-Beaumont residents in the Beaumont Fitness Center, and Personal Trainers are only permitted to train a maximum of two residents in the Fitness Center at any one time.
- Beaumont CDD may have larger fitness classes.
- Horseplay, profanity, disruptive conduct and indecent behavior in the Fitness Center are strictly prohibited.
- Club Access Fobs are required while using the Fitness Center and must be produced to management if requested.
- Please report any issues or concerns to CDD Management as soon as possible.

Rear Field

- There is no attendant on duty for the field area. Play at your own risk.
- Do not remove Bocce goals without prior approval of clubhouse staff
- Do not adjust or remove nets in the Pickle Ball Courts.

- Trash - All persons using the field area is to cooperate in keeping the areas clean by properly disposing of all trash.
- No use by outside teams for games or practice without prior approval of CDD staff/Board.
- Contact Amenity or Community Manager to reserve court times.

Code of Conduct

General Rules of Courtesy & Conduct

All Residents and their guests are expected to abide by the Governing Documents for Beaumont North in addition to the CDD's rules and policies which may be amended from time to time, and to conduct themselves in a courteous and respectful manner at all times. Actions that jeopardize or otherwise interfere with the rights and privileges of others, including the use of profanity, or otherwise abusive or disruptive behavior will not be tolerated, and disciplinary actions may be taken and enforced.

Residents and their guests will not harass or accost any other resident, occupant, guest, club employee, director, officer, committee member or member of the management team.

Any resident who conducts him/herself in an unbecoming manner or who violates the Rules and Regulations is subject to disciplinary action which may include suspension of membership privileges or monetary fines as determined by the Board, in accordance with the CDD's Disciplinary & Enforcement Rule.

Residents and guests are prohibited from profiting financially from their membership by charging occupants or guests to use the facilities.

Interference with Employees/Vendors

Any inattention to duty, or discourtesy on the part of a any employee, staff member, or service vendor should be immediately reported to the Management. However, under no circumstances will Residents/guests interfere with, attempt to discipline, or otherwise direct employees or vendors in the course of CDD business. Comments and complaints are to be civilly directed to the Management. Manager may require that the complaint be submitted in writing before taking action on the complaint.

Safety Is Paramount

Any Resident or guest not adhering to the posted or otherwise obvious safety rules may be asked to leave. With respect to safety, proper decorum, and sanitation, the Staff member's judgment will prevail in all instances. Any complaint relating to a facility monitor's decision may be later appealed to Management and the CDD Board. However, until such appeal is heard, the facility monitor's decision stands. Arguing, being abusive, or being otherwise challenging to a Staff member may result in disciplinary action.

Guests

Conduct of guests remains the responsibility of the sponsoring Resident. No more than five (5) guest per day are allowed. Each additional guest will be charges \$10.00 per person. The

sponsoring resident will be held accountable for the actions of their guests including any rule violations or costs associated with damages.

Animals

No pet or animal shall be “tied out” on the exterior of the clubhouse, or left unattended on any Club property, or in the Common Areas. Pets must be walked on a leash at all times. Pet owners are responsible for the activities of its pet and are responsible for cleaning up all matter created by the pet. All pets are prohibited from entering all amenities except those trained to assist handicapped. Residents who do not follow pet rules will be subject to disciplinary action.

Disclaimer

Homeowners and guests using the facilities do so at their own risk. The safety of our residents and guests of our community is a primary concern. All persons using the facilities do so at their own risk and agree to abide by the rules for use of the facility. The Beaumont CDD and Management Company assumes no responsibility and shall not be liable for any accidents, personal injury, or damage to, or loss of property arising from the use of the facilities or from the acts, omissions or negligence of other persons using the facilities. Residents are responsible for their actions and those of their guests.

Video Surveillance is in use and monitored. An infraction may result is loss of privilege and or prosecution.

PROPERTY DAMAGE

Each Resident shall be liable for any property damage at the amenities caused by him or her, his or her guests, or members of his or her family. The District reserves the right to pursue any and all legal and equitable measures necessary to remedy any losses due to property damage.

Each Resident and guest, as a condition of invitation to the premises of the amenities, assumes sole responsibility for his or her property. The District shall not be responsible for the loss or damage to any private property used or stored on the premises of the amenities, whether in lockers or elsewhere.

USE AT OWN RISK; INDEMNIFICATION

Any Resident, guest, or other person who participates in the Activities (as defined below), shall do so at his or her own risk, and shall indemnify, defend, release, hold harmless, and forever discharge the District and its contractors, and the 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 attorney’s fees, costs and other expenses for investigation and defense and in connection with, among other proceedings, alternative dispute resolution, trial court, and appellate proceedings), and harm of any kind or nature arising out of, or in connection with, the participation in the Activities, by said Resident, guest, or other person, and any of his or her guests and any members of his or her family.

Should any Resident, 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 Resident, guest, or other person shall be liable to the District for all attorney's fees, costs, and other expenses for investigation and defense and in connection with, among other proceedings, alternative dispute resolution, trial court, and appellate proceedings. The waiver of liability contained herein does not apply to any act of intentional, willful or wanton misconduct by the Indemnitees.

For purposes of this section, the term "Activities," shall mean 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.

Nothing herein shall constitute or be construed as a waiver of the Districts' limitations on liability contained in Section 768.28, F.S., or other statutes or law.

Beaumont Community Development District *Disciplinary & Enforcement Rule*

In accordance with Chapters 190 and 120 of the Florida Statutes, and after a duly noticed public meeting and public hearing, the Board of Supervisors of the Beaumont Community Development District adopted the following rules.

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.

2. **General Rule.** All persons using the amenities and entering District properties are responsible for compliance with, and shall comply with, the rules established for the safe operations of the District's amenities.

3. **Suspension of Rights.** The District, through its Board, District Manager, and Amenities Manager, shall have the right to restrict, suspend, or terminate the amenities privileges of any person to use the amenities for any of the following behavior:

- a. Submits false information on any application for use of the amenities;
- b. Permits the unauthorized use of an Access Card;
- c. Exhibits unsatisfactory behavior, deportment or appearance;
- d. Fails to pay amounts owed to the District in a proper and timely manner;
- e. Fails to abide by any District rules or policies;
- f. Treats the District's supervisors, staff, amenities management, contractors, or other representatives, or other residents or guests, in an unreasonable or abusive manner;
- g. Damages or destroys District property; or
- h. Engages in conduct that is improper or likely to endanger the health, safety, or welfare of the District, or its supervisors, staff, amenities management, contractors, or other representatives, or other residents or guests.

4. **Authority of Amenities Manager.** The Amenities Manager or his or her designee has the ability to remove any person from one or all Amenities if any of the above-referenced behaviors are exhibited or actions committed. The Amenities Manager or his or her designee may at any time restrict or suspend for cause or causes, including but not limited to those described above, any person's (and his/her family's) privileges to use any or all of the amenities for a period not to exceed thirty days.

5. **Authority of District Manager.** The District Manager may at any time restrict, suspend or terminate for cause or causes, including but not limited to those described above, any person's (and his/her family's) privileges to use any or all of the District amenities for a period

greater than thirty days. Any such person will have the right to appeal the imposition of the restriction, suspension or termination before the Board of Supervisors.

6. **Enforcement of Penalties/Fines.** For any of the reasons set forth in Section 3 above, the District shall additionally have the right to impose a fine of up to the amount of \$1,000 – in addition to any amounts for damages – and collect such fine, damages and attorney’s fees as a contractual lien or as otherwise provided pursuant to Florida law.

7. **Legal Action; Criminal Prosecution.** If any person is found to have committed any of the infractions noted in Section 3 above, such person may additionally be subject to arrest for trespassing or other applicable legal action, civil or criminal in nature.

8. **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.

Law Implemented: ss. 120.69, 190.011, 190.012, Fla. Stat. (2020)

ACKNOWLEDGEMENT

Resident Handbook.

The Beaumont Community Development District (“**District**”) owns and operates certain amenities, and offers certain amenity programs, to the District’s patrons. In consideration for being allowed to use the amenities and/or participate in the amenity programs (together, “**Activities**”), I hereby voluntarily assume any and all risk, including injury to my person and property, relating to the Activities, and agree to indemnify, defend and hold harmless the District, any applicable homeowner’s associations, and any of their affiliates, supervisors, officers, staff, agents, employees, volunteers, organizers, officials or contractors (collectively, the “**Indemnitees**”) from any claim, liability, cost, or loss of any kind sustained or incurred by either any of the Indemnitees or by other residents, users or guests, and resulting from any acts or omissions of myself, my family members, or my guests, and arising out of or incident to the Activities, unless such loss is solely the result of Indemnitees’ gross negligence or intentional, willful, or wanton misconduct. I further acknowledge and agree that I shall be bound at all times by the terms and conditions of the policies, rules and regulations of the District, including but not limited to the Amenity Rates Rule, the Amenity Handbook (including any and all indemnification and other provisions set forth therein), and the Disciplinary & Enforcement Rule, as currently in effect and as may be amended from time to time. I have read and understand the terms of this Consent and Waiver Agreement and have willingly signed below as my own free act, being both of lawful age and legally competent to do so. Nothing herein shall constitute or be construed as a waiver of the District’s limitations on liability contained in section 768.28, Florida Statutes or other statute or law.

Owner’s Name: _____

Property Address: _____

Contact Telephone Number: _____

Email Address: _____

Mailing address if different from above: _____

Date Access Fobs issued: _____

Date Homeowner Signed: _____

NOTE TO STAFF: THIS FORM MAY CONTAIN CONFIDENTIAL INFORMATION. DO NOT DISCLOSE ITS CONTENTS WITHOUT FIRST CONSULTING THE DISTRICT MANAGER.

PRIVACY NOTICE: Under Florida’s Public Records Law, Chapter 119, Florida Statutes, the information you submit on this form may become part of a public record. This means that, if a citizen makes a public records request, we may be required to disclose the information you submit to us. Under certain circumstances, we may only be required to disclose part of the information submitted to us. If you believe that your records may qualify for an exemption under Chapter 119, Florida Statutes, please notify the District Manager.

CONSENT AND WAIVER AGREEMENT
- Beaumont Community Development District -

The Beaumont Community Development District (“**District**”) owns and operates certain amenities, and offers certain amenity programs, to the District’s patrons. In consideration for being allowed to use the amenities and/or participate in the amenity programs (together, “**Activities**”), I hereby voluntarily assume any and all risk, including injury to my person and property, relating to the Activities, and agree to indemnify, defend and hold harmless the District, Beaumont North Homeowner’s Association, Inc., and any of their affiliates, supervisors, officers, staff, agents, employees, volunteers, organizers, officials or contractors (collectively, the “**Indemnitees**”) from any claim, liability, cost, or loss of any kind sustained or incurred by either any of the Indemnitees or by other residents, users or guests, and resulting from any acts or omissions of myself, my family members, or my guests, and arising out of or incident to the Activities, unless such loss is solely the result of Indemnitees’ gross negligence or intentional, willful, or wanton misconduct. I further acknowledge and agree that I shall be bound at all times by the terms and conditions of the policies, rules and regulations of the District, as currently in effect and as may be amended from time to time. I have read and understand the terms of this Consent and Waiver Agreement and have willingly signed below as my own free act, being both of lawful age and legally competent to do so. Nothing herein shall constitute or be construed as a waiver of the District’s limitations on liability contained in section 768.28, Florida Statutes or other statute or law.

Participant Name: _____

Participant Signature: _____
(if Participant is 18 years of age or older)

Date: _____

Parent/Guardian Name: _____
(if Participant is a minor child)

Parent/Guardian Signature: _____
(if Participant is a minor child)

Date: _____

Address: _____

Phone Number (home): _____

Phone Number (alternate): _____

Emergency Contact: _____

Phone Number: _____

<p>NOTE TO STAFF: THIS FORM MAY CONTAIN CONFIDENTIAL INFORMATION. DO NOT DISCLOSE ITS CONTENTS WITHOUT FIRST CONSULTING THE DISTRICT MANAGER.</p> <p>PRIVACY NOTICE: Under Florida’s Public Records Law, Chapter 119, Florida Statutes, the information you submit on this form may become part of a public record. This means that, if a citizen makes a public records request, we may be required to disclose the information you submit to us. Under certain circumstances, we may only be required to disclose part of the information submitted to us. If you believe that your records may qualify for an exemption under Chapter 119, Florida Statutes, please notify the District Manager.</p>

BEAUMONT COMMUNITY DEVELOPMENT DISTRICT

AMENITIES AND OPERATIONAL RULES (TOWNHOME HOMEOWNER EDITION)

Joey Arroyo, LCAM, Amenity Manager
Evergreen Lifestyles Management
P: (904) 502-1298
E-mail: jarroyo@evergreen-lm.com

Adopted _____

**BEAUMONT COMMUNITY DEVELOPMENT DISTRICT
AMENITY AND OPERATIONAL RULES**

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**Beaumont Community Development District
Amenity and Operational Rules
PART 1: Rule for Amenities Rates**

In accordance with Chapters 190 and 120 of the Florida Statutes, and after a duly noticed public meeting and public hearing, the Board of Supervisors of the Beaumont Community Development District adopted the following rules.

1. **Introduction.** This rule addresses various rates, fees and charges associated with the amenities.

2. **Annual User Fees.** A Single Family Property Owner does not have to pay any annual user fee for use of the Single Family Amenity, and a Townhome Property Owner does not have to pay any annual user fee for use of the Townhome Amenity, because those fees are already included in the landowner’s respective debt and operations and maintenance assessments. With those exceptions, all patrons are required to pay an annual user fee to access and use the District’s amenities, as follows:

User *	Annual Fee for Single Family Amenity	Annual Fee for Townhome Amenity
Property Owner**	\$762.89	\$460.74
Non-Resident Patrons	\$2,201.88	\$1,555.26

*NOTE: In addition to the fees stated herein, all landowners will be responsible for paying all other debt and operations and maintenance assessments attributable to their respective properties. All fees stated herein are subject to a percentage change on an annual basis, and in an amount not to exceed the percentage increase in the District’s annual budget(s).

**NOTE: A resident apartment tenant (who is not a Property Owner or Non-Resident Patron), with a valid lease agreement, is treated in the same manner as the Property Owner for purposes of this rule.

3. **Reservation Rates for Clubhouse.** Any patron wishing to have the exclusive use of any room or area within the clubhouse (excluding kitchen) must pay the appropriate fee and submit a security deposit in the amounts set forth below.

Room / Area	Rental Fee	Deposit
Club Room	\$150 for 4 hours + \$50 each additional hour (up to 8 hour maximum)	\$250
Activity/Art Room	\$100 for 4 hours + \$25 each additional hour (up to 8 hour maximum)	\$250
Club Room AND Activity/Art Room	\$225 for 4 hours + \$60 each additional hour (up to 8 hour maximum)	\$250

* Rate and deposit based on facility being rented, type of event, and staffing needs.

4. **Miscellaneous Fees.**

Item	Fee
Additional Daily Guest Pass	\$10.00 / guest
Replacement of Damaged, Lost, or Stolen FOB	\$50.00
Insufficient Funds Fee (for submitting an insufficient funds check)	\$50.00

5. **Homeowner's Association Meetings.** Unless otherwise provided in the District's official policies, as may be amended from time to time, each homeowner's association located within the boundaries of the District is permitted one free meeting per month, subject to availability.

6. **Additional Costs.** The District may in its sole discretion require additional staffing, insurance, cleaning, or other service for any given event, and, if so, may charge an additional fee for the event equal to the cost of such staffing, insurance, cleaning, or service.

7. **Adjustment of Rates.** Not more than once per year, the Board may adjust by resolution adopted at a duly noticed public meeting any of the fees set forth in Sections 3 and 4 by not more than ten percent per year to reflect actual costs of operation of the amenities, to promote use of the amenities, or for any other purpose as determined by the Board to be in the best interests of the District. The Board may also in its discretion authorize discounts for certain services.

8. **Prior Rules; Policies.** The District's prior rules setting amenities rates, if any, are hereby rescinded.

9. **Severability.** The invalidity or unenforceability of any one or more provisions of this rule shall not affect the validity or enforceability of the remaining portions of this rule, or any part of this rule not held to be invalid or unenforceable.

Law Implemented: ss. 190.011, 190.035, Fla. Stat. (2020)

Effective Date: _____

BEAUMONT

**TOWNHOME
RESIDENT
HANDBOOK**

BEAUMONT TOWNHOME RESIDENT RULES AND REGULATIONS HANDBOOK

Dear Resident:

We are pleased that you have made Beaumont your home and are proud of the pool area in the community is available for your family's enjoyment.

Please accept our warmest welcome. Once you have unpacked please take a moment and register on the Beaumont Townhome community website for information regarding the community.

Community Development District(CDD) Contact Information

Beaumont is Professionally Managed by:
Evergreen Lifestyles Management



Our Customer Service is available 24/7
877-221-6919

www.Evergreen-LM.com

Beaumont Townhome Website:

www.BeaumontTownhome.com

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Amenities Hours of Operation

Operating Hours:

***All hours of operation are subject to change.*

The Beaumont CDD and Management team maintains the right to close the facilities due to any unforeseen circumstances.

Swimming Pool Daily:

Open ~ 8:00am to Dusk

New Resident Orientations:

By Appointment Only – Please email JArroyo@Evergreen-LM.com

www.BeaumontTownhome.com

RESIDENT RULES AND REGULATIONS

As the Beaumont community continues to grow, it is important for everyone to be consistent with the Rules and Regulations of Beaumont. For the safety and enjoyment of the community, please respect and follow all Rules and Regulations.

The Beaumont Townhome amenities are for the exclusive use of Beaumont Townhome Residents, or Annual Fee Payers, and their invited guests, while accompanied by a Resident.¹ Any Non-Resident who are not guests of a Resident are not permitted.

GENERAL INFORMATION

Access to the Amenities Complex Facilities

Resident entry code will be used to access the pools area. Residents must be a minimum 16 years of age or accompanied by an adult in order to be onsite on any of the amenities. Likewise, the staff may request Residents to identify their address to assist with verification of residency.

Resident ID/Key Access Fobs

Every home is entitled to two Access Fobs, Free of charge following closing of a new construction home. If a Resident leases a home, only the lessee shall be entitled to exercise the privileges of a Resident. Additional Fobs are \$50 each. The maximum number of ID/Access Fobs per household is limited to four (4). Resale buyers are required to purchase new Fobs if not passed on from seller. All resale buyers **must** reregister the old fobs. Buyer is required to register with Management to ensure fobs are transferred to new owners.

Lost Resident ID/Key Access Card

Resident must immediately notify the CDD Management Company of a lost or stolen key fob so it can be deactivated. If an unauthorized person uses the ID/Key access key Fob, the Resident shall be liable for any loss, damage, or expense resulting from such unauthorized use. There will be a charge of \$50.00 for replacement of lost or damaged Fobs.

Guests

In addition to the Beaumont Resident's household members, a maximum of 3 guests (Non-Residents) per household, per day, are allowed in the Beaumont Townhome Pool.

Smoking

¹ For purposes of these rules, a Resident refers to an individual owner of property within the District or a person who has paid an Annual User Fee, according to the District's rules.

Smoking, including E-cigarette, cigar and pipe smoking, is not permitted anywhere within the Swimming Pool or Restroom areas, to the extent permitted by the Florida Clean Indoor Air Act or other subsequent legislation.

Pets

No pets (except service animals) are allowed in, or on, the premises of the Beaumont Townhome pool areas.

Parking

See Beaumont Parking Policy.

Streets of Beaumont

On all streets contained within the Beaumont Townhome community, all signage and traffic laws are to be followed which includes no parking in front of fire hydrants, blocking sidewalks or driveways, stop signs. Residents are responsible for ensuring their guests are informed and in compliance by providing appropriate communication of parking to their guest. Legal and safe parking of Residents and guests is required. Failure of following the above rules are subject to vehicles being towed.

Beaumont Event Request

Beaumont Townhome pool is **not** available for parties or rental of any kind.

POOL RULES AND REGULATIONS

Please respect and follow the pool rules and regulations:

- There is no lifeguard on duty for the pool. Swim at your ownrisk.
- Entry to the pool area must be made through the gates with the Resident Key fob.
- Guest - A Resident must accompany all guests at all times. Use of the pool is at the Residents own risk. Each Resident is personally liable for any injury to his or her immediate family members and guests using the pool.
- Escorting guests to the pool then leaving them unattended is in violation of this rule and regulation. When this is observed the guests will be asked to leave the pool area.
- Bathing Attire – Appropriate bathing suits are required.
- Diapers - Out of concern for the health and welfare of our Residents and guests using the swimming pool, all incontinent or non-potty trained individuals must wear a fitted

waterproof garment over a diaper or swim diaper. If contamination occurs, the tot pool will be closed for twenty-four (24) hours and the water will be shocked with chlorine to kill the bacteria. Any individual responsible for contamination of the tot pool may be held responsible for any clean-up or decontamination expenses incurred by the District.

- Trash - All persons using the pool areas are to keep the area clean by properly disposing of towels, cans, and all trash. Please help keep the pool areas clean by throwing all trash away and resetting chairs on the pool deck.
- Food or beverages may be brought into the pool areas; however, such food or beverages must be removed or disposed of after use.
- No alcohol is permitted in the pool area.
- No glass containers are allowed around the pool area.
- Behavior – Rowdy and disruptive behavior is not permitted.
- Radios – Radios or other music devices are to be used with headphones only.
- Storms - In the event thunder or lightning, please exit the pool and pool area immediately! Before returning to the area, there must be at least 30 minutes without an occurrence of thunder or lightning.
- Swimming is not permitted when thunder is heard until at least 30 minutes after the storm has passed without any occurrence of lighting or thunder.
- Chairs, lounges and tables are on a first come first serve basis, items left unattended are at Residents' own risk.

Code of Conduct

General Rules of Courtesy & Conduct

All Residents and their guests are expected to abide by the Governing Documents for Beaumont Townhome in addition to the CDD's rules and policies which may be amended from time to time, and to conduct themselves in a courteous and respectful manner at all times. Actions that jeopardize or otherwise interfere with the rights and privileges of others, including the use of profanity, or otherwise abusive or disruptive behavior will not be tolerated, and disciplinary actions may be taken and enforced.

Residents and their guests will not harass or accost any other Resident, occupant, guest, employees, director, officer, committee member or member of the management team.

Any Resident who conducts him/herself in an unbecoming manner or who violates the District's rules and policies is subject to disciplinary action which may include suspension of membership privileges, in accordance with the CDD's Disciplinary & Enforcement Rule.

Interference with Employees/Vendors

Any inattention to duty, or discourtesy on the part of an any employee, staff member, or service vendor should be immediately reported to the Management. However, under no circumstances will Residents/guests interfere with, attempt to discipline, or otherwise direct employees or

vendors in the course of CDD business. Comments and complaints are to be civilly directed to the Management. Manager may require that the complaint be submitted in writing before taking action on the complaint.

Safety Is Paramount

Any Resident or guest not adhering to the posted or otherwise obvious safety rules may be asked to leave. With respect to safety, proper decorum, and sanitation, the Staff member's judgment will prevail in all instances. Any complaint relating to a facility monitor's decision may be later appealed to Management and the CDD Board. However, until such appeal is heard, the facility monitor's decision stands. Arguing, being abusive, or being otherwise challenging to a Staff member may result in disciplinary action.

Guests

Conduct of guests remains the responsibility of the sponsoring Resident. No more than three (3) guest per day are allowed. The sponsoring Resident will be held accountable for the actions of their guests including any rule violations or costs associated with damages.

Animals

No pet or animal shall be "tied out" on the exterior of the pool, or left unattended on any of the Common Areas. Pets must be walked on a leash at all times. Pet owners are responsible for the activities of its pet and are responsible for cleaning up all matter created by the pet. All pets are prohibited from entering all amenities except certified service animals. Residents who do not follow pet rules will be subject to disciplinary action.

Disclaimer

Homeowners and guests using the facilities do so at their own risk. The safety of our Residents and guests of our community is a primary concern. All persons using the facilities do so at their own risk and agree to abide by the rules for use of the facility. The Beaumont CDD and Management Company assumes no responsibility and shall not be liable for any accidents, personal injury, or damage to, or loss of property arising from the use of the facilities or from the acts, omissions or negligence of other persons using the facilities. Residents are responsible for their actions and those of their guests.

Video Surveillance is in use and monitored. An infraction may result is loss of privilege and or prosecution.

PROPERTY DAMAGE

Each Resident shall be liable for any property damage at the amenities caused by him or her, his or her guests, or members of his or her family. The District reserves the right to pursue any and all legal and equitable measures necessary to remedy any losses due to property damage.

Each Resident and guest, as a condition of invitation to the premises of the amenities, assumes sole responsibility for his or her property. The District shall not be responsible for the loss or damage to any private property used or stored on the premises of the amenities, whether in lockers or elsewhere.

USE AT OWN RISK; INDEMNIFICATION

Any Resident, guest, or other person who participates in the Activities (as defined below), shall do so at his or her own risk, and shall indemnify, defend, release, hold harmless, and forever discharge the District and its contractors, and the 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 attorney's fees, costs and other expenses for investigation and defense and in connection with, among other proceedings, alternative dispute resolution, trial court, and appellate proceedings), and harm of any kind or nature arising out of, or in connection with, the participation in the Activities, by said Resident, guest, or other person, and any of his or her guests and any members of his or her family.

Should any Resident, 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 Resident, guest, or other person shall be liable to the District for all attorney's fees, costs, and other expenses for investigation and defense and in connection with, among other proceedings, alternative dispute resolution, trial court, and appellate proceedings. The waiver of liability contained herein does not apply to any act of intentional, willful or wanton misconduct by the Indemnitees.

For purposes of this section, the term "Activities," shall mean 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.

Nothing herein shall constitute or be construed as a waiver of the Districts' limitations on liability contained in Section 768.28, F.S., or other statutes or law.

Beaumont Community Development District *Disciplinary & Enforcement Rule*

In accordance with Chapters 190 and 120 of the Florida Statutes, and after a duly noticed public meeting and public hearing, the Board of Supervisors of the Beaumont Community Development District adopted the following rules.

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.

2. **General Rule.** All persons using the amenities and entering District properties are responsible for compliance with, and shall comply with, the rules established for the safe operations of the District's amenities.

3. **Suspension of Rights.** The District, through its Board, District Manager, and Amenities Manager, shall have the right to restrict, suspend, or terminate the amenities privileges of any person to use the amenities for any of the following behavior:

- a. Submits false information on any application for use of the amenities;
- b. Permits the unauthorized use of an Access Card;
- c. Exhibits unsatisfactory behavior, deportment or appearance;
- d. Fails to pay amounts owed to the District in a proper and timely manner;
- e. Fails to abide by any District rules or policies;
- f. Treats the District's supervisors, staff, amenities management, contractors, or other representatives, or other residents or guests, in an unreasonable or abusive manner;
- g. Damages or destroys District property; or
- h. Engages in conduct that is improper or likely to endanger the health, safety, or welfare of the District, or its supervisors, staff, amenities management, contractors, or other representatives, or other residents or guests.

4. **Authority of Amenities Manager.** The Amenities Manager or his or her designee has the ability to remove any person from one or all Amenities if any of the above-referenced behaviors are exhibited or actions committed. The Amenities Manager or his or her designee may at any time restrict or suspend for cause or causes, including but not limited to those described above, any person's (and his/her family's) privileges to use any or all of the amenities for a period not to exceed thirty days.

5. **Authority of District Manager.** The District Manager may at any time restrict, suspend or terminate for cause or causes, including but not limited to those described above, any person's (and his/her family's) privileges to use any or all of the District amenities for a period

greater than thirty days. Any such person will have the right to appeal the imposition of the restriction, suspension or termination before the Board of Supervisors.

6. **Enforcement of Penalties/Fines.** For any of the reasons set forth in Section 3 above, the District shall additionally have the right to impose a fine of up to the amount of \$1,000 – in addition to any amounts for damages – and collect such fine, damages and attorney’s fees as a contractual lien or as otherwise provided pursuant to Florida law.

7. **Legal Action; Criminal Prosecution.** If any person is found to have committed any of the infractions noted in Section 3 above, such person may additionally be subject to arrest for trespassing or other applicable legal action, civil or criminal in nature.

8. **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.

Law Implemented: ss. 120.69, 190.011, 190.012, Fla. Stat. (2020)

ACKNOWLEDGEMENT

Resident Handbook.

The Beaumont Community Development District (“**District**”) owns and operates certain amenities, and offers certain amenity programs, to the District’s patrons. In consideration for being allowed to use the amenities and/or participate in the amenity programs (together, “**Activities**”), I hereby voluntarily assume any and all risk, including injury to my person and property, relating to the Activities, and agree to indemnify, defend and hold harmless the District, any applicable homeowner’s associations, and any of their affiliates, supervisors, officers, staff, agents, employees, volunteers, organizers, officials or contractors (collectively, the “**Indemnitees**”) from any claim, liability, cost, or loss of any kind sustained or incurred by either any of the Indemnitees or by other residents, users or guests, and resulting from any acts or omissions of myself, my family members, or my guests, and arising out of or incident to the Activities, unless such loss is solely the result of Indemnitees’ gross negligence or intentional, willful, or wanton misconduct. I further acknowledge and agree that I shall be bound at all times by the terms and conditions of the policies, rules and regulations of the District, including but not limited to the Amenity Rates Rule, the Amenity Handbook (including any and all indemnification and other provisions set forth therein), and the Disciplinary & Enforcement Rule, as currently in effect and as may be amended from time to time. I have read and understand the terms of this Consent and Waiver Agreement and have willingly signed below as my own free act, being both of lawful age and legally competent to do so. Nothing herein shall constitute or be construed as a waiver of the District’s limitations on liability contained in section 768.28, Florida Statutes or other statute or law.

Owner’s Name: _____

Property Address: _____

Contact Telephone Number: _____

Email Address: _____

Mailing address if different from above: _____

Date Access Fobs issued: _____

Date Homeowner Signed: _____

NOTE TO STAFF: THIS FORM MAY CONTAIN CONFIDENTIAL INFORMATION. DO NOT DISCLOSE ITS CONTENTS WITHOUT FIRST CONSULTING THE DISTRICT MANAGER.

PRIVACY NOTICE: Under Florida’s Public Records Law, Chapter 119, Florida Statutes, the information you submit on this form may become part of a public record. This means that, if a citizen makes a public records request, we may be required to disclose the information you submit to us. Under certain circumstances, we may only be required to disclose part of the information submitted to us. If you believe that your records may qualify for an exemption under Chapter 119, Florida Statutes, please notify the District Manager.

CONSENT AND WAIVER AGREEMENT
- Beaumont Community Development District -

The Beaumont Community Development District (“**District**”) owns and operates certain amenities, and offers certain amenity programs, to the District’s patrons. In consideration for being allowed to use the amenities and/or participate in the amenity programs (together, “**Activities**”), I hereby voluntarily assume any and all risk, including injury to my person and property, relating to the Activities, and agree to indemnify, defend and hold harmless the District, Beaumont North Homeowner’s Association, Inc., and any of their affiliates, supervisors, officers, staff, agents, employees, volunteers, organizers, officials or contractors (collectively, the “**Indemnitees**”) from any claim, liability, cost, or loss of any kind sustained or incurred by either any of the Indemnitees or by other residents, users or guests, and resulting from any acts or omissions of myself, my family members, or my guests, and arising out of or incident to the Activities, unless such loss is solely the result of Indemnitees’ gross negligence or intentional, willful, or wanton misconduct. I further acknowledge and agree that I shall be bound at all times by the terms and conditions of the policies, rules and regulations of the District, as currently in effect and as may be amended from time to time. I have read and understand the terms of this Consent and Waiver Agreement and have willingly signed below as my own free act, being both of lawful age and legally competent to do so. Nothing herein shall constitute or be construed as a waiver of the District’s limitations on liability contained in section 768.28, Florida Statutes or other statute or law.

Participant Name: _____

Participant Signature: _____
(if Participant is 18 years of age or older)

Date: _____

Parent/Guardian Name: _____
(if Participant is a minor child)

Parent/Guardian Signature: _____
(if Participant is a minor child)

Date: _____

Address: _____

Phone Number (home): _____

Phone Number (alternate): _____

Emergency Contact: _____

Phone Number: _____

<p>NOTE TO STAFF: THIS FORM MAY CONTAIN CONFIDENTIAL INFORMATION. DO NOT DISCLOSE ITS CONTENTS WITHOUT FIRST CONSULTING THE DISTRICT MANAGER.</p> <p>PRIVACY NOTICE: Under Florida’s Public Records Law, Chapter 119, Florida Statutes, the information you submit on this form may become part of a public record. This means that, if a citizen makes a public records request, we may be required to disclose the information you submit to us. Under certain circumstances, we may only be required to disclose part of the information submitted to us. If you believe that your records may qualify for an exemption under Chapter 119, Florida Statutes, please notify the District Manager.</p>

BEAUMONT
COMMUNITY DEVELOPMENT DISTRICT

6A

Affidavit of Publication

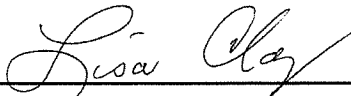
DAILY COMMERCIAL

Serving Lake and Sumter Counties

located in Leesburg, Lake County Florida
STATE OF FLORIDA, COUNTY OF LAKE

Before the undersigned authority personally appeared

Lisa Clay



who on oath says that she is an authorized employee of the Daily Commercial, a daily newspaper published at Leesburg, in Lake and Sumter Counties, Florida; that the attached copy of advertisement, being a notice in the matter of

RULE DEVELOPMENT

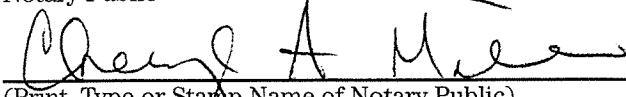
was published in said newspaper in the issues of:

JAN 21, 2021

Affiant further says that the said Daily Commercial is published at Leesburg, in said Lake and Sumter Counties, Florida, and that the said newspaper has heretofore been continuously published in said Lake and Sumter Counties, Florida, daily, and has been entered as second class mail matter at the post office in Leesburg, in said Lake and Sumter Counties, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Sworn to and subscribed before me this 21 day of Jan, A.D., 2021.

Cheryl A. Miller
Notary Public



(Print, Type or Stamp Name of Notary Public)

NOTICE OF RULE DEVELOPMENT FOR OVERNIGHT PARKING AND PARKING ENFORCEMENT BY BEAUMONT COMMUNITY DEVELOPMENT DISTRICT

In accordance with Chapters 120 and 190, Florida Statutes, the Beaumont Community Development District ("District") hereby gives notice of its intent to develop rules related to parking enforcement. The purpose and effect of these rules are to provide for efficient and effective operations of the District as provided by Section 190.035, Florida Statutes. Specific legal authority for the rules includes Sections 190.011, 190.012(3), 190.035(2), 190.011(5) and 120.54, Florida Statutes. A public hearing will be conducted by the District on February 23, 2021, at 11:00 a.m., at 7764 Penrose Place, Wildwood, Florida 34785.

A copy of the proposed rules and additional information on the public hearing may be obtained by contacting the District Manager at Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, (877) 276-0889 ("District Manager's Office").

Craig Wrathell, District Manager
Beaumont Community Development District

Ad No: 10100383
January 21, 2021

AD# 10100383

Affidavit of Publication

DAILY COMMERCIAL

Serving Lake and Sumter Counties

located in Leesburg, Lake County Florida
STATE OF FLORIDA, COUNTY OF LAKE

Before the undersigned authority personally appeared

Lisa Clay

who on oath says that she is an authorized employee of the Daily Commercial, a daily newspaper published at Leesburg, in Lake and Sumter Counties, Florida; that the attached copy of advertisement, being a notice in the matter of

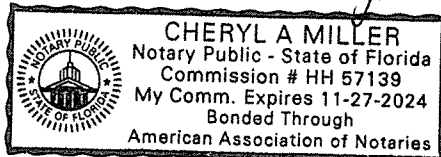
NOTICE OF RULEMAKING

was published in said newspaper in the issues of:

JAN 22, 2021

Affiant further says that the said Daily Commercial is published at Leesburg, in said Lake and Sumter Counties, Florida, and that the said newspaper has heretofore been continuously published in said Lake and Sumter Counties, Florida, daily, and has been entered as second class mail matter at the post office in Leesburg, in said Lake and Sumter Counties, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Sworn to and subscribed before me this 22 day of Jan A.D., 2021.



Cheryl A. Miller
Notary Public

(Print, Type or Stamp Name of Notary Public)

NOTICE OF RULEMAKING FOR OVERNIGHT PARKING AND PARKING ENFORCEMENT BY BEAUMONT COMMUNITY DEVELOPMENT DISTRICT

A public hearing will be conducted by the Board of Supervisors of the Beaumont Community Development District ("District") on February 23, 2021, 11:00 a.m. at 7764 Penrose Place, Wildwood, Florida 34785.

In accordance with Chapters 190 and 120, Florida Statutes, the District hereby gives the public notice of its intent to adopt its proposed Rule Relating to Overnight Parking and Parking Enforcement ("Rule.") The public hearing will provide an opportunity for the public to address proposed rules for parking enforcement. A copy of the Rule may be obtained by contacting the District Manager at Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, (877) 276-0889 ("District Manager's Office").

The Rule may be amended at the public hearing pursuant to discussion by the Board and public comment. The purpose and effect of the Rule is to provide for efficient District operations as provided for in Section 190.035, Florida Statutes. Specific legal authority for the rule includes Sections 190.011, 190.012(3), 190.035(2), 190.011(5) and 120.54, Florida Statutes. Prior Notice of Rule Development was published in the Daily Commercial on January 21, 2021.

Any person who wishes to provide the District with a proposal for a lower cost regulatory alternative as provided by Section 120.541(1), Florida Statutes, must do so in writing within twenty-one (21) days after publication of this notice.

The public hearing may be continued to a date, time, and place to be specified on the record at the hearing. If anyone chooses to appeal any decision of the Board with respect to any matter considered at the public hearing, such person will need a record of the proceedings and should accordingly ensure that a verbatim record of the proceedings is made which includes the testimony and evidence upon which such appeal is to be based. At the hearing, one or more

Supervisors may participate in the public hearing by speaker telephone.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this hearing is asked to advise the District Manager at least forty-eight (48) hours before the hearing by contacting the District Manager's Office. If you are hearing or speech impaired, please contact the Florida Relay Service at 1 (800) 955-8770, who can aid you in contacting the District Manager's Office.

Craig Wrathell, District Manager
Beaumont Community Development District

Ad No: 10100384
January 22, 2021

AD# 10100384

BEAUMONT
COMMUNITY DEVELOPMENT DISTRICT

6B

RESOLUTION 2021-06

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BEAUMONT COMMUNITY DEVELOPMENT DISTRICT ADOPTING POLICIES RELATING TO OVERNIGHT PARKING AND PARKING ENFORCEMENT; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Beaumont Community Development District (“District”) is a local unit of special purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated in Sumter County, Florida; and

WHEREAS, Chapter 190, *Florida Statutes*, authorizes the District to adopt resolutions as may be necessary for the conduct of district business; and

WHEREAS, the Board of Supervisors of the District (“Board”) is authorized by Section 190.012(2), *Florida Statutes*, to provide for the operation of parks and recreational facilities and security for the same, which authorization includes contracting with a towing operator provided that the District follows the authorization and notice and procedural requirements in Section 715.07, *Florida Statutes*; and

WHEREAS, the District desires to adopt its *Rule Relating to Overnight Parking and Parking Enforcement* (“Rule”), pursuant to the provisions of Sections 190.012, *Florida Statutes*; and

WHEREAS, the Board finds that it is in the best interests of the District to adopt by resolution the Rule for immediate use and application.

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

SECTION 1. The District hereby adopts the Rule, attached hereto as **Exhibit A**.

SECTION 2. If any provision of this Resolution or the Rule is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 3. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this ____ day of _____, 2021.

ATTEST:

BEAUMONT COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

EXHIBIT A

BEAUMONT COMMUNITY DEVELOPMENT DISTRICT RULE RELATING TO OVERNIGHT PARKING AND PARKING ENFORCEMENT

In accordance with Chapter 190, Florida Statutes, and on February 23, 2021 at a duly noticed public meeting, the Board of Supervisors of the Beaumont Community Development District (“District”) adopted the following policy to govern overnight parking and parking enforcement on certain District property.

1. **INTRODUCTION.** The District finds that parked vehicles can cause hazards and danger to the health, safety and welfare of District residents and the public. This policy is intended to provide the District with the ability to remove such vehicles consistent with this Policy and as indicated herein.

2. **PARKING RULES.**

General

- a. No street parking is allowed in Beaumont on any roads within the community.
- b. During holidays the District understands that many will have visitors and there are not many parking areas. The District asks residents to be respectful to your neighbors and not block driveways or areas that prevent vehicles from backing up from their driveways.
- c. Parking on the grass is strictly prohibited.
- d. Parking in the clubhouse/amenity centers shall be on a first come/first serve basis.

Clubhouse

- e. Parking spaces in front of the mailboxes are 10-minute parking spaces.
- f. Amenity area parking is for amenity patrons and guests **only** and limited while enjoying the amenity area. No overnight parking is allowed.
- g. Golf cart parking spaces are for golf cart use only.

Townhomes

- h. Parking spaces in front of the mailboxes are 10-minute parking spaces.
- i. Spaces across from the pool area are for amenity patrons and guests **only** and limited while enjoying the amenity area. Townhome vehicles may utilize these parking spaces when amenity area is closed as overflow parking. Vehicles are not allowed to utilize these spaces for a period exceeding twelve (12) hours.
- j. The additional overflow parking spaces in the Townhome area is for its patrons and guests only and for periods not exceeding twelve (12) hours.

3. TOWING/REMOVAL PROCEDURES.

- a. **SIGNAGE AND LANGUAGE REQUIREMENTS.** Notice of these rules, and the parking prohibitions stated herein, shall be approved by the District's Board of Supervisors and shall be posted on District property in the manner set forth in section 715.07, *Florida Statutes*. Such signage is to be placed in conspicuous locations, in accordance with section 715.07, *Florida Statutes*.
- b. **TOWING/REMOVAL AUTHORITY.** To effect towing/removal of a vehicle, the District Manager or his/her designee must verify that the subject vehicle was not authorized to park under this rule. Upon such verification, the District Manager or his/her designee may contact a firm authorized by Florida law to tow/remove vehicles for the removal of such unauthorized vehicle at the owner's expense. The vehicle shall be towed/removed by the firm in accordance with Florida law, specifically the provisions set forth in section 715.07, *Florida Statutes*.
- c. **AGREEMENT WITH AUTHORIZED TOWING SERVICE.** The District's Board of Supervisors is hereby authorized to enter into and maintain an agreement with a firm authorized by Florida law to tow/remove unauthorized vehicles in accordance with Florida law and with the policies set forth herein.

- 4. **PARKING AT YOUR OWN RISK.** Vehicles may be parked on District property pursuant to this rule, provided however that the District assumes no liability for any theft, vandalism and/ or damage that might occur to personal property and/or to such vehicles.

Effective date: February 23, 2021

BEAUMONT
COMMUNITY DEVELOPMENT DISTRICT

7

THIS INSTRUMENT PREPARED BY:
SHUFFIELD, LOWMAN & WILSON, P.A.
Attn: Jordan J. Horowitz, Esquire
1000 Legion Place, Suite 1700
Orlando, Florida 32801

--- ABOVE SPACE FOR RECORDING INFORMATION ---

STORMWATER DRAINAGE AND RETENTION EASEMENT AGREEMENT

This Stormwater Drainage and Retention Easement Agreement (the “**Agreement**”) is entered into this ___ day of _____, 2021, by and between **KLP BEAUMONT COMMERCIAL LLC**, a Florida limited liability company, **KLP VILLAGES, LLC**, a Florida limited liability company (collectively, “**Kolter**”), **BLD GROUP, LLC**, a Florida limited liability company (“**BLD Group**”), **SERED 64 VILLAGES, LLC**, a Florida limited liability company (“**Sered**”), and **CASTO BEAUMONT 462, LLC**, a Florida limited liability company (“**Casto**”), and the Beaumont Community Development District (“**CDD**”). Parties to this Agreement may also be referred to individually as “party” or collectively as the “parties”.

RECITALS

A. Kolter and BLD entered into that certain Purchase Agreement dated July 23, 2020, for the purchase and sale of the Residential Tract (the “**Contract**”); and

B. Of even date herewith Kolter conveyed to BLD Group fee simple title in and to the real property described in **Exhibit “A”** attached hereto (the “**Residential Tract**”).

C. **SERED 64 VILLAGES, LLC**, a Florida limited liability company (“**Sered**”) is the owner of the real property described in **Exhibit “B”** attached hereto (the “**Sered Lot**”).

D. **CASTO BEAUMONT 462, LLC**, a Florida limited liability company (“**Casto**”) is the owner of the real property described in **Exhibit “C”** attached hereto (the “**Casto Lot**” and together with the Sered Lot, the “**Commercial Tracts**”, and collectively with the Residential Tract, the “**Mixed Use Lands**”), a site plan showing the Mixed Use Lands is attached hereto as **Exhibit “D”** (the “**Overall Site Plan**”); and

The Mixed Use Lands have been approved for or have applied for approval of development consisting of:

(a) land areas within the Residential Tract designed and planned for multi-family residential development, upon which is to be constructed apartments, together with associated and supporting infrastructure such as roads, utilities, park/recreation facilities, and storm water ponds (the “**Residential Tract Improvements**”); and

(b) land areas within the Commercial Tracts designed and planned for commercial development, commonly referred to as Lots 247 and 248, respectively, upon which is to be constructed certain commercial/retail establishments, all as depicted and designated more fully on the Overall Site Plan.

E. Certain areas within the Residential Tract and portions of the Residential Tract Improvements are designed and intended for the use and benefit of the Commercial Tracts, on a non-exclusive basis, as follows:

(i) a 0.55 acre, more or less, storm water pond tract within the Residential Tract labeled Lot 263 on the Overall Site Plan (the “**Existing Storm Water Pond Area**”) and legally described on **Exhibit “E”** attached hereto, and upon which has been constructed a storm water storage pond (the “**Existing Storm Water Pond**”) and related retention/detention and drainage facilities (the “**Existing Storm Water Improvements**”).

E. Pursuant to that certain *Temporary Construction Easement [Beaumont Commercial]*, recorded as Instrument #201960002134 in the Public Records of Sumter County, Florida, and that certain contractor agreement between the CDD and Hughes Brothers Construction Inc., assigned to the District on February 7, 2019, the CDD has constructed the Existing Storm Water Improvements.

F. In order to allow for BLD Group to develop the Residential Tract in accordance with its plans, the parties have granted to BLD Group the right to relocate the Existing Storm Water Improvements at its own cost and expense (subject to partial reimbursement pursuant to a separate agreement) and under certain conditions more particularly described herein within the Residential Tract as follows:

(i) a storm water pond tract within the Residential Tract (the “**Relocated Storm Water Pond Area**”) and shown generally on the plan attached hereto as **Exhibit “F”** attached hereto, and upon which is to be constructed a storm water storage pond (the “**New Stormwater Pond**”) and related retention/detention and drainage facilities (the “**Relocated Storm Water Improvements**”) and together with the Existing Storm Water Improvements, the “**Storm Water Improvements**”).

G. The Relocated Stormwater Improvements are set forth and contained in the submitted plans for the Residential Tract Improvements, pursuant to which BLD Group has agreed to construct and install such improvements as part of its Residential Tract Improvements in the event BLD Group relocates the current Existing Storm Water Improvements.

H. The parties desire to provide for certain obligations and create certain non-exclusive, perpetual rights, and benefits for the mutual benefit of the Commercial Tracts and the Residential Tract and the present and future owners of each (each an “**Owner**” and, collectively, the “**Owners**”), as follows:

(i) obligations of BLD Group to construct, install, and complete (and thereafter to transfer to the CDD for maintenance and operation purposes) the Relocated Storm Water Improvements in accordance with its plans (or, in the event BLD Group does not relocate the Existing Storm Water Improvements, to transfer such Existing Storm Water Improvements to the CDD); and

(ii) storm water discharge and drainage, ingress/egress, access, and use rights, benefits, and easements in and to either the Relocated Storm Water Improvements or the Existing Storm Water Improvements as the case may be on a non-exclusive basis; and

(iii) rights, benefits, and easements to use and benefit from capacities for storm water.

AGREEMENT

NOW THEREFORE, for and in consideration of the covenants set forth below and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree, each for itself, its successors and assigns, as follows:

1. **Recitals.** The foregoing recitals are true and correct and are hereby incorporated into the text of this Agreement.

2. **Access and Maintenance Easement.** Effective upon conveyance or dedication of the Relocated Storm Water Pond and the Relocated Storm Water Improvements, as applicable, to the CDD, BLD Group hereby grants unto the CDD, its successors, assigns, agents, employees, contractors, subcontractors, invitees, consultants, representatives, licensees, in perpetuity, an easement in, over, under, upon, and through the Residential Tract by pedestrian and vehicular traffic including, without limitation, construction vehicles and equipment, together with the right of ingress and egress over, across, upon, and through the Residential Tract for purposes of effectuating this Agreement, as well as, any necessary construction, maintenance, repair, installation, or reconstruction related to the Storm Water Improvements which is deemed necessary or desirable by the CDD. The CDD agrees that its use shall only be in a manner that does not unreasonably interfere with the use of the Residential Tract by BLD Group or the enjoyment of the same by its tenants.

3. **Construction Obligations.**

a. **Common Facilities; Common Facilities Work.** The Relocated Storm Water Improvements shall be constructed, installed and completed by BLD Group, at its sole cost and expense as part of the development of the Residential Tract, and at no cost to the CDD, but subject to reimbursement by Kolter pursuant to a separate agreement. Construction of the Relocated Storm Water Improvements and performance of the foregoing work shall be referred to collectively as the “**Common Facilities Work.**”

b. **Warranty; Defective Work.** BLD Group hereby warrants and guarantees that: (i) the Common Facilities Work shall be performed in a good and workmanlike manner, with adequate commercial general liability and workers compensation insurance policies purchased and in place by BLD Group’s contractor at all times during such work which general liability policies, among other things, shall name Kolter and the CDD as an additional insured; (ii) the Common Facilities Work shall be performed in material compliance with all applicable laws, permits and approvals including any development plans approved by the applicable governmental authority; (iii) the performance of the Common Facilities Work shall materially conform to this Agreement and other documents of record; and (iv) the improvements installed as part of the Common Facilities Work shall be free from construction and materials defects for one (1) year from the date of substantial completion

(“**Warranty Period**”). Any portion of the Common Facilities Work performed by BLD Group hereunder not in conformance with this warranty and guarantee shall be considered defective (“**Defective Work**”), and BLD Group shall correct or cause its contractor to correct any such Defective Work discovered during the Warranty Period.

c. Construction Liens. BLD Group shall not permit any lien to be filed on the Commercial Tracts (including but not limited to the Existing Stormwater Pond or Existing Stormwater Improvements) related to the Common Facilities Work. BLD Group shall discharge or bond over any such lien filed against the Commercial Tracts for work done or materials furnished in connection with the Common Facilities Work within thirty (30) days after BLD Group receives written notice such lien is filed. If BLD Group fails to keep this covenant, the Owners may at their option discharge such lien, in which event BLD Group agrees to pay to the Owners a sum equal to the amount of the lien thus discharged plus reasonable internal administrative costs not to exceed five percent (5%) of the lien amount, reasonable attorneys’ fees and other reasonable expenses.

4. Temporary Construction Easement. To the extent necessary for BLD Group to construct the necessary connections to the Relocated Storm Water Improvements from the Sered Lot and/or the Casto Lot, Sered and Casto hereby grant a temporary construction easement over the Sered Lot and the Casto Lot, respectively, for the benefit of BLD Group to allow BLD Group to enter upon the Sered Lot and the Casto for purposes of performing the Common Facilities Work and staging related thereto. The foregoing temporary construction easement shall automatically terminate and be of no further force or effect upon the completion of the Common Facilities Work, as evidenced by a Certificate of Completion (or its equivalent) issued by the City and a Certificate of Acceptance (or its equivalent) issued by the City at the end of the Warranty Period.

5. Future Transfers. Upon completion of the construction of the Relocated Storm Water Improvements, as evidenced by a Certificate of Completion issued by the City, BLD Group shall dedicate, transfer, or convey, as applicable, the Relocated Storm Water Pond Area including the Relocated Storm Water Improvements to the CDD.

a. In connection with such conveyance, BLD Group shall provide at its cost the following: (i) construction documentation (e.g., copy of the applicable construction contract, change orders, invoices, etc.), (ii) instruments of conveyance such as bills of sale or such other instruments as may be reasonably requested by the CDD, and (iii) any other releases, warranties, indemnifications or documentation as may be reasonably requested by the CDD. Among other items for the conveyance, BLD Group will assign, transfer and convey to the CDD any and all rights against any and all firms or entities which may have caused any latent or patent defects, including, but not limited to, any and all warranties and other forms of indemnification. As part of the conveyance, BLD Group shall also convey to the CDD any and all related work product associated with the completed Relocated Storm Water Pond and completed Relocated Stormwater Improvements, including but not limited to design contracts and related warranties, designs, plans, as-built drawings, etc. BLD Group will also cooperate to assist the CDD in including the Common Facilities Work in any applicable permits for the operation of the CDD’s stormwater system.

b. The CDD shall accept the completed Relocated Storm Water Pond and completed Relocated Stormwater Improvements where the District Engineer, in his/her professional opinion, is able to certify that, in addition to BLD Group having satisfied any other requirements of law and this agreement: (i) the completed Relocated Storm Water Pond and

completed Relocated Stormwater Improvements were installed in accordance with their specifications, and are capable of performing the functions for which they were intended; and (ii) all known plans, permits and specifications necessary for the operation and maintenance of the completed Relocated Storm Water Pond and completed Relocated Stormwater Improvements are complete and on file with the CDD, and have been transferred, or are capable of being transferred, to the CDD for operations and maintenance responsibilities. Upon acceptance of the Relocated Storm Water Pond and Relocated Stormwater Improvements, the CDD shall assume responsibility for the operation and maintenance of the same.

c. Kolter agrees to cooperate as reasonably necessary with respect to any platting, dedication, transfer or conveyance as set forth herein, including, but not limited to the timely execution of any reasonably requested joinders and consents.

6. **Relocation of Relocated Storm Water Pond Area.** BLD Group shall have the right to modify and/or move the location of the Relocated Storm Water Pond Area to accommodate a change in its development plans of the Residential Tract so long as such relocated pond is engineered and intended to hold an equivalent amount of storm water retention for the Mixed Use Lands as set forth in the plans agreed upon by Kolter and BLD Group and that such modification or move does not affect the ability of Casto or Sered to utilize and make necessary connections to the Relocated Storm Water Improvements. As a point of clarification, the Relocated Storm Water Pond and Relocated Stormwater Improvements shall have at least the same or greater storage capacity as the Existing Storm Water Pond and Existing Stormwater Improvements, shall be in compliance with any existing governmental permits, approvals, laws, and other requirements, and shall interconnect with the CDD's existing stormwater system.

7. **Use of Property.** The Residential Tract and the Commercial Tracts shall be used only for lawful purposes in conformance with all restrictions imposed by all applicable governmental laws, ordinances, codes, and regulations.

8. **Indemnity.** BLD Group (the "**Indemnifying Party**") shall defend, indemnify and save harmless Sered and Casto (collectively, the "**Indemnified Party**") from any and all liability, damage, expense, causes of action, suits, claims or judgments, arising from accidents, loss, personal injury, death, property damage, or violation of applicable law caused by BLD Group in connection with its construction of any portion of the Common Facilities Work on the Sered Lot or the Casto Lot (including, without limitation, reasonable attorneys' fees and technical consultants' fees and expenses), except if caused by the act or negligence of the Indemnified Party, its agents, employees or contractors. BLD Group also shall defend, indemnify and save harmless the CDD from any and all liability, damage, expense, causes of action, suits, claims or judgments, arising from accidents, loss, personal injury, death, property damage, or violation of applicable law caused by BLD Group in connection with its construction of any portion of the Common Facilities Work (including, without limitation, reasonable attorneys' fees and technical consultants' fees and expenses), except if caused by the act or negligence of the CDD, its agents, employees or contractors.

9. **Notices.** If a party desires to give notice or a request for approval regarding any matter herein, then such notice or request shall be in writing and addressed to the party at the address shown below. Such notice or request may be deposited in the United States mail, certified or registered, return receipt requested and postage prepaid or sent by Federal Express or

comparable overnight mail services. Notice shall be deemed to have been given upon receipt or refusal of delivery of such notice. Either party may change their notice information upon not less than 30 days' advance written notice to the other party.

If to Kolter: KLP Beaumont Commercial LLC
KLP Villages LLC
10425 Riveredge Drive, Suite 175
Tampa, Florida 33637
Attn: James P. Harvey, President and
Troy E. Simpson, Vice President
Office: 813-615-1244
Email: jharvey@kolter.com
tsimpson@kolter.com

With a copy to: Shuffield, Lowman & Wilson, P.A.
1000 Legion Place, Suite 1700
Orlando, FL 32801
Attention: Scott A. Cookson, Esq.
Email: scookson@shuffieldlowman.com

If to BLD Group: BLD Group, LLC
1500 Cordova Road, Suite 300
Ft. Lauderdale, FL 33316
Attn: Greg Baumann
Office: 954-369-1414
E-mail: gbaumann@bldgroup.com

With a copy to: Squire Patton Boggs (US) LLP
Attn: Jeffrey Drew Butt, Esq.
One Tampa City Center, Suite 2100
201 N. Franklin Street
Tampa, Florida 33602
Office: 813-202-1304
Email: Jeffrey.butt@squirepb.com

If to Sered:

With a copy to:

If to Casto:

With a copy to:

If to CDD: Beaumont Community Development District
c/o Wrathell, Hunt and Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

With a copy to:

Hopping Green & Sams, P.A.
119 South Monroe Street, Suite 300 (32301)
Post Office Box 6526
Tallahassee, FL 32314

10. **Covenants Running with the Land.** This Agreement shall run with the land and shall inure to the benefit of, and be binding upon, the Owners and their respective successors and assigns. Once an Owner ceases to own any interest in its property, such Owner shall have no further obligations hereunder with respect to such property except as to obligations and liabilities that accrued with respect to such property during the time that such Owner owned its interest in the property.

11. **Amendments.** This Agreement may be amended or terminated only by a written instrument duly executed by the Owners, or their respective successors and/or assigns.

12. **Taxes and Assessments.** Until such time as the Relocated Storm Water Pond and the Relocated Storm Water Improvements, as applicable, are conveyed or dedicated to the CDD, BLD Group, or its successors and/or assigns, shall pay (or cause to be paid) all taxes, assessments, or charges of any type levied or made by any governmental body or agency with respect to the Relocated Storm Water Pond and the Relocated Storm Water Improvements, as applicable.

13. **Severability.** If any term or provision of this Agreement, or the application thereof to any person or circumstance shall, to any extent, be held to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

14. **Governing Law.** This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Florida.

15. **Enforcement.** The terms of this Agreement may be enforced by an action for injunctive relief, damages, or both, and the prevailing party in any enforcement action shall be entitled to reasonable attorneys' fees and costs of enforcement. All of the remedies permitted or available under this Agreement or at law or in equity shall be cumulative and not alternative, and the invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right or remedy.

16. **Recording.** This Agreement shall be recorded in the appropriate office for the recordation of real estate conveyances in Sumter County, Florida.

17. **Counterparts.** This Agreement may be executed in any number of counterparts and by the separate parties hereto in separate counterparts, each of which when taken together shall be deemed to be one and the same instrument.

18. **Construction.** The section headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation hereof. All of the parties to this Agreement have participated fully in the negotiation of this Agreement, and accordingly, this

Agreement shall not be more strictly construed against any one of the parties hereto. In construing this Agreement, the singular shall be held to include the plural, the plural shall be held to include the singular, and reference to any particular gender shall be held to include every other and all genders.

19. **Damage.** In the event that the CDD, its respective employees, agents, assigns, contractors, contractors (or their subcontractors, employees or materialman), or representatives cause damage to the Residential Tract or to adjacent property or improvements in the exercise of the easement rights granted, Grantee, at Grantee's sole cost and expense, agrees to promptly commence and diligently pursue the restoration of the same and the improvements so damaged to, as nearly as practical, the original condition and grade, including, without limitation, repair and replacement of any landscaping, hardscaping, plantings, ground cover, roadways, driveways, sidewalks, parking areas, fences, walks, utility lines, stormwater facilities, pumping facilities, pumps and other structures or improvements of any kind.

20. **Insurance.** The CDD and/or any contractors performing work for CDD on the Existing Storm Water Pond Area or the Relocated Storm Water Pond Area shall at all times maintain general public liability insurance to afford protection against any and all claims for personal injury, death or property damages arising directly or indirectly out of the exercise of the rights and privileges granted.

21. **Indemnity.** To the extent permitted by law, but without waiving any sovereign immunity protection or other limits on liability afforded by law, the CDD shall indemnify and hold harmless BLD Group, and its successors, assigns, agents, employees, staff, contractors, officers, supervisors, and representatives (together, "**Indemnitees**"), from any and all liability, loss or damage, whether monetary or otherwise, including reasonable attorneys' fees and costs and all fees and costs of mediation or alternative dispute resolution, as a result of any claims, liabilities, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, or judgements, against Indemnities which arise out of any of the activities referred to under the terms of this Agreement or the use of the Residential Tract by the CDD, its successors, assigns, agents, employees, contractors (including but not limited to subcontractors, materialmen, etc.), officers, invitees, or representatives, including but not limited to loss of life, injury to persons or damage to, or destruction or theft of property.

22. **Sovereign Immunity.** The parties hereto agree that nothing contained in this Agreement shall constitute or be construed as a waiver of the CDD's limitations on liability set forth in Section 768.28, *Florida Statutes*, and other applicable law.

23. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding between the parties relating to the subject matter hereof.

[REMAINDER OF PAGE INTENTIONALLY BLANK]
[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized managers of Kolter, BLD Group, Sered, Casto, and the CDD on the day and year first above written.

Signed, sealed and delivered
in the presence of:

**KLP BEAUMONT COMMERCIAL
LLC**, a Florida limited liability company

Print: _____

By: _____
James P. Harvey, Authorized Signatory

Print: _____

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by physical presence or by online notarization this ____ day of _____, 2021 by James P. Harvey, Authorized Signatory of KLP Beaumont Commercial LLC, a Florida limited liability company, on behalf of the company, who is personally known to me or has produced _____ as identification.

My Commission Expires:

Print: _____
Notary Public

Signed, sealed and delivered
In our presence:

KLP VILLAGES LLC, a Florida
limited liability company

Print Name: _____

By: _____
James P. Harvey, Authorized Signatory

Print Name: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this __ day of _____, 2021, JAMES P. HARVEY, as Authorized Signatory of KLP VILLAGES LLC, a Florida limited liability company, who is ___ personally known to me or who produced _____ as identification.

My Commission Expires:

Print: _____
Notary Public

Signed, sealed and delivered
in the presence of:

BLD GROUP, LLC,
a Florida limited liability company

Print: _____

By: _____

Print: _____

Title: _____

Print: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by physical presence or by online notarization this ____ day of _____, 2021 by _____, as _____ of BLD GROUP, LLC, a Florida limited liability company, on behalf of the company, who is personally known to me or has produced _____ as identification.

My Commission Expires:

Print: _____

Notary Public

Signed, sealed and delivered
in the presence of:

SERED 64 VILLAGES, LLC,
a Florida limited liability company

Print: _____

By: _____

Print: _____

Title: _____

Print: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by physical presence or by online notarization this ____ day of _____, 2021 by _____, as _____ of SERED 64 VILLAGES, LLC, a Florida limited liability company, on behalf of the company, who is personally known to me or has produced _____ as identification.

My Commission Expires:

Print: _____

Notary Public

Signed and acknowledged in the Presence of:

CASTO BEAUMONT 462, LLC,
a Florida limited liability company

By: Casto Net Lease Properties, LLC, a Florida limited liability company, its Manager

Witness No. 1

(Print Name)

By: _____
Name: Brett Hutchens
Title: Manager

Witness No. 2

(Print Name)

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2021, by Brett Hutchens, as manager of Casto Net Lease Properties, LLC, a Florida limited liability company, Manager of Casto Beaumont 462, LLC, a Florida limited liability company, on behalf of the limited liability company, who is personally known to me _____ or who has produced _____ as identification.

NOTARY PUBLIC
Printed Name: _____
Commission No. _____
My Commission expires: _____

Signed, sealed and delivered
in the presence of:

**BEAUMONT COMMUNITY DEVELOPMENT
DISTRICT**, a local unit of special purpose
government of the State of Florida

Print: _____

By: _____
Print: _____
Title: _____

Print: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by physical presence or by online notarization this ____ day of _____, 2021 by _____, as _____ of BEAUMONT COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government of the State of Florida, formed under and pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, on behalf of the district, who is personally known to me or has produced _____ as identification.

My Commission Expires:

Print: _____
Notary Public

EXHIBIT "A"

Residential Tract Legal Description

Lot 263, Sundance Extension West, according to the map or plat thereof, as recorded in Plat Book _____, Page(s) _____, of the Public Records of Sumter County, Florida.

EXHIBIT "B"

Sered Lot Description

Lot 248, Beaumont Phase 1, according to the plat thereof recorded in Plat Book 18, Page 13, of the Public Records of Sumter County, Florida.

EXHIBIT "C"

Casto Lot Description

Lot 247, Beaumont Phase 1, according to the plat thereof recorded in Plat Book 18, Page 13, of the Public Records of Sumter County, Florida.

EXHIBIT “D”
Overall Site Plan

EXHIBIT “E”

Existing Storm Water Pond Area

EXHIBIT “F”

Diagram of Relocated Storm Water Pond Area

BEAUMONT

COMMUNITY DEVELOPMENT DISTRICT

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**BEAUMONT
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
JANUARY 31, 2021**

**BEAUMONT
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
JANUARY 31, 2021**

	General Fund	Special Revenue Fund - Single Family	Special Revenue Fund - Town Home	Debt Service Fund Series 2019	Debt Service Fund Series 2019A-1	Debt Service Fund Series 2019A-2	Capital Projects Fund Series 2019	Capital Projects Fund Series 2019A-1	Capital Projects Fund Series 2019A-2	Total Governmental Funds
ASSETS										
Cash	\$ 159,570	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 159,570
Investments										
Revenue	-	-	-	122,807	129,686	19,687	-	-	-	272,180
Reserve	-	-	-	552,643	410,839	236,539	-	-	-	1,200,021
Prepayment	-	-	-	2,476	-	532,764	-	-	-	535,240
Construction	-	-	-	-	-	-	797,829	62,745	60,157	920,731
Cost of issuance	-	-	-	5,475	2,966	1,794	-	-	-	10,235
Interest	-	-	-	1	1	-	-	-	-	2
Due from Developer	-	-	-	-	-	-	-	33,369	-	33,369
Due from other	1,176	-	-	-	-	-	-	-	-	1,176
Due from general fund	-	28,170	49,500	-	-	-	1,349	827	-	79,846
Utility deposit	3,557	200	-	-	-	-	-	-	-	3,757
Prepaid expense	-	795	-	-	-	-	-	-	-	795
Total assets	<u>\$ 164,303</u>	<u>\$ 29,165</u>	<u>\$ 49,500</u>	<u>\$ 683,402</u>	<u>\$ 543,492</u>	<u>\$ 790,784</u>	<u>\$ 799,178</u>	<u>\$ 96,941</u>	<u>\$ 60,157</u>	<u>\$ 3,216,922</u>
LIABILITIES										
Liabilities:										
Accounts payable	\$ 121	\$ 500	\$ 250	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 871
Due to Developer	-	-	-	1,310	9,487	-	-	-	-	10,797
Due to other	23,887	20,401	17,298	-	-	-	-	-	-	61,586
Due to SRF - single family	28,170	-	-	-	-	-	-	-	-	28,170
Due to SRF - town home	49,500	-	-	-	-	-	-	-	-	49,500
Due to capital projects fund 2019	1,349	-	-	-	-	-	-	-	-	1,349
Due to capital projects fund 2019A-1	827	-	-	-	-	-	-	-	-	827
Contracts payable	-	-	-	-	-	-	161,806	43,174	-	204,980
Retainage payable	-	-	-	-	-	-	73,884	58,682	134,717	267,283
Developer advance	4,784	-	-	-	-	-	-	-	-	4,784
Total liabilities	<u>108,638</u>	<u>20,901</u>	<u>17,548</u>	<u>1,310</u>	<u>9,487</u>	<u>-</u>	<u>235,690</u>	<u>101,856</u>	<u>134,717</u>	<u>630,147</u>
DEFERRED INFLOWS OF RESOURCES										
Deferred receipts	-	-	-	-	-	-	-	33,369	-	33,369
Total deferred inflows of resources	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>33,369</u>	<u>-</u>	<u>33,369</u>
FUND BALANCES										
Restricted for										
Debt service	-	-	-	682,092	534,005	790,784	-	-	-	2,006,881
Capital projects	-	-	-	-	-	-	563,488	-	-	563,488
Unassigned	55,665	8,264	31,952	-	-	-	-	(38,284)	(74,560)	(16,963)
Total fund balances	<u>55,665</u>	<u>8,264</u>	<u>31,952</u>	<u>682,092</u>	<u>534,005</u>	<u>790,784</u>	<u>563,488</u>	<u>(38,284)</u>	<u>(74,560)</u>	<u>2,553,406</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 164,303</u>	<u>\$ 29,165</u>	<u>\$ 49,500</u>	<u>\$ 683,402</u>	<u>\$ 543,492</u>	<u>\$ 790,784</u>	<u>\$ 799,178</u>	<u>\$ 96,941</u>	<u>\$ 60,157</u>	<u>\$ 3,216,922</u>

**BEAUMONT
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED JANUARY 31, 2021**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	\$ -	\$ 73,680	\$ 81,757	90%
Landowner contribution	-	43,868	253,436	17%
Lot closing	8,197	17,703	-	N/A
Interest and miscellaneous	-	95	-	N/A
Total revenues	<u>8,197</u>	<u>135,346</u>	<u>335,193</u>	40%
EXPENDITURES				
Professional & administrative				
Management/accounting/recording	4,000	16,000	48,000	33%
Legal	-	8,065	25,000	32%
Engineering	-	-	3,500	0%
Audit	-	-	3,100	0%
Arbitrage rebate calculation	-	-	750	0%
Dissemination agent	83	333	1,000	33%
Trustee	-	-	10,500	0%
Telephone	16	66	200	33%
Postage	7	86	500	17%
Printing & binding	42	167	500	33%
Legal advertising	-	654	1,200	55%
Annual special district fee	-	175	175	100%
Insurance	-	6,961	5,500	127%
Contingencies/bank charges	20	92	500	18%
Website				
Hosting & maintenance	-	-	705	0%
ADA compliance	-	210	210	100%
Tax collector	-	1,474	1,703	87%
Total professional & administrative	<u>4,168</u>	<u>34,283</u>	<u>103,043</u>	33%

**BEAUMONT
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED JANUARY 31, 2021**

	<u>Current Month</u>	<u>Year to Date</u>	<u>Budget</u>	<u>% of Budget</u>
Field operations (shared)				
Management	1,200	3,600	14,400	25%
Stormwater management				
Lake maintenance	825	3,300	10,000	33%
Dry retention area maintenance	-	-	37,000	0%
Preserve maintenance	-	-	3,500	0%
Streetlighting				
Maintenance contract	-	-	2,000	0%
Electricity	-	-	5,000	0%
Irrigation supply				
Maintenance Contract	-	597	3,000	20%
Electricity	-	1,497	24,000	6%
Repairs and maintenance	-	-	2,500	0%
Monuments and street signage				
Repairs and maintenance	-	-	2,000	0%
Electricity	-	215	1,250	17%
Landscape maint. entries/buffers				
Maintenance contract	8,176	35,054	100,000	35%
Plant replacement	2,515	2,515	7,500	34%
Irrigation repairs	-	95	15,000	1%
Roadway maintenance	-	-	5,000	0%
Total field operations	<u>12,716</u>	<u>46,873</u>	<u>232,150</u>	20%
Total expenditures	<u>16,884</u>	<u>81,156</u>	<u>335,193</u>	24%
Excess/(deficiency) of revenues over/(under) expenditures	(8,687)	54,190	-	
Fund balances - beginning	<u>64,352</u>	<u>1,475</u>	<u>17,983</u>	
Fund balances - ending	<u>\$ 55,665</u>	<u>\$ 55,665</u>	<u>\$ 17,983</u>	

**BEAUMONT
COMMUNITY DEVELOPMENT DISTRICT
SPECIAL REVENUE FUND - SINGLE FAMILY PROGRAM
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED JANUARY 31, 2021**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	\$ -	\$ 22,530	\$ 25,969	87%
Landowner contribution	-	-	99,862	0%
Lot closing	3,698	9,708	-	N/A
Interest and miscellaneous	-	-	500	0%
Total revenues	<u>3,698</u>	<u>32,238</u>	<u>126,331</u>	26%
EXPENDITURES				
Single Family Program				
Accounting	500	500	1,500	33%
Landscape maintenance	2,142	8,568	30,000	29%
Plant replacement	-	-	7,500	0%
Irrigation repairs	-	-	5,000	0%
Pool maintenance	800	3,200	12,000	27%
Gym equipment- PM	-	-	1,000	0%
Repairs and maintenance	-	1,132	7,500	15%
Electricity	-	2,924	6,000	49%
Gate electricity	-	1,114	-	N/A
Insurance	-	14,409	15,000	96%
Bank fees	-	-	500	0%
Phone/cable/internet	668	1,486	6,000	25%
Water/sewer/propane	-	1,058	12,000	9%
Janitorial	4,185	9,486	9,000	105%
Security monitoring/gates	-	-	3,840	0%
Gate repairs and maintenance	330	330	3,500	9%
Security amenity center	795	1,988	-	N/A
Pest control	-	270	1,200	23%
Permits/licenses	-	275	750	37%
Holiday decorating	-	-	1,000	0%
Supplies	-	1,559	2,500	62%
Contingencies	495	495	-	N/A
Total single family program	<u>9,915</u>	<u>48,794</u>	<u>125,790</u>	39%
Other fees & charges				
Tax collector	-	451	541	83%
Total other fees & charges	<u>-</u>	<u>451</u>	<u>541</u>	83%
Total expenditures	<u>9,915</u>	<u>49,245</u>	<u>126,331</u>	39%
Excess/(deficiency) of revenues over/(under) expenditures	(6,217)	(17,007)	-	
Fund balances - beginning	14,481	25,271	6,590	
Fund balances - ending	<u>\$ 8,264</u>	<u>\$ 8,264</u>	<u>\$ 6,590</u>	

**BEAUMONT
COMMUNITY DEVELOPMENT DISTRICT
SPECIAL REVENUE FUND BUDGET - TOWN HOME PROGRAM
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED JANUARY 31, 2021**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	\$ -	\$ 16,975	\$ 17,499	97%
Landowner contribution	-	-	40,266	0%
Lot closing	-	2,570	-	N/A
Interest and miscellaneous	-	-	500	0%
Total revenues	<u>-</u>	<u>19,545</u>	<u>58,265</u>	34%
EXPENDITURES				
Town Home Program				
Accounting	250	250	750	33%
Landscape maintenance	243	972	18,000	5%
Irrigation water	-	-	500	0%
Plant replacement	-	-	2,500	0%
Irrigation repairs	-	-	2,500	0%
Pool maintenance	550	1,265	9,000	14%
Repairs and maintenance	-	-	3,000	0%
Electricity	-	-	4,000	0%
Insurance	-	-	7,000	0%
Bank fees	-	-	500	0%
Phone/cable/internet	122	491	-	N/A
Water/sewer	-	-	2,000	0%
Janitorial	979	979	3,000	33%
Security amenity center	-	-	2,500	0%
Pest control	-	135	900	15%
Permits/licenses	-	250	500	50%
Supplies	-	-	750	0%
Contingencies	-	-	500	0%
Total town home program	<u>2,144</u>	<u>4,342</u>	<u>57,900</u>	7%
Other fees & charges				
Tax collector	-	339	365	93%
Total other fees & charges	<u>-</u>	<u>339</u>	<u>365</u>	93%
Total expenditures	<u>2,144</u>	<u>4,681</u>	<u>58,265</u>	8%
Excess/(deficiency) of revenues over/(under) expenditures	(2,144)	14,864	-	
Fund balances - beginning	<u>34,096</u>	<u>17,088</u>	<u>5,300</u>	
Fund balances - ending	<u>\$ 31,952</u>	<u>\$ 31,952</u>	<u>\$ 5,300</u>	

**BEAUMONT
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2019 BONDS
FOR THE PERIOD ENDED JANUARY 31, 2021**

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	\$ -	\$ 84,734	\$ 91,705	92%
Assessment levy: off-roll	-	-	333,825	0%
Lot closing	-	6,358	-	N/A
Interest	5	22	-	N/A
Total revenues	<u>5</u>	<u>91,114</u>	<u>425,530</u>	21%
EXPENDITURES				
Debt service				
Interest	-	211,809	423,619	50%
Total debt service	<u>-</u>	<u>211,809</u>	<u>423,619</u>	50%
Other fees & charges				
Tax collector	-	1,695	1,911	89%
Total other fees and charges	<u>-</u>	<u>1,695</u>	<u>1,911</u>	89%
Total expenditures	<u>-</u>	<u>213,504</u>	<u>425,530</u>	50%
Excess/(deficiency) of revenues over/(under) expenditures	5	(122,390)	-	
Fund balances - beginning	<u>682,087</u>	<u>804,482</u>	<u>803,979</u>	
Fund balances - ending	<u>\$ 682,092</u>	<u>\$ 682,092</u>	<u>\$ 803,979</u>	

**BEAUMONT
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2019A-1 BONDS
FOR THE PERIOD ENDED JANUARY 31, 2021**

	<u>Current Month</u>	<u>Year To Date</u>	<u>Budget</u>	<u>% of Budget</u>
REVENUES				
Assessment levy: on-roll - net	-	85,473	94,848	90%
Assessment levy: off-roll	\$ -	\$ -	\$ 317,877	0%
Lot closing	9,170	35,003	-	N/A
Interest	4	17	-	N/A
Total revenues	<u>9,174</u>	<u>120,493</u>	<u>412,725</u>	29%
EXPENDITURES				
Debt service				
Principal	-	90,000	90,000	100%
Interest	-	159,569	317,225	50%
Total debt service	<u>-</u>	<u>249,569</u>	<u>407,225</u>	61%
Other fees & charges				
Tax collector	-	1,709	1,976	N/A
Total other fees and charges	<u>-</u>	<u>1,709</u>	<u>1,976</u>	N/A
Total expenditures	<u>-</u>	<u>251,278</u>	<u>409,201</u>	61%
Excess/(deficiency) of revenues over/(under) expenditures	9,174	(130,785)	3,524	
Fund balances - beginning	<u>524,831</u>	<u>664,790</u>	<u>675,765</u>	
Fund balances - ending	<u>\$ 534,005</u>	<u>\$ 534,005</u>	<u>\$ 679,289</u>	

**BEAUMONT
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2019A-2 BONDS
FOR THE PERIOD ENDED JANUARY 31, 2021**

	<u>Current Month</u>	<u>Year To Date</u>	<u>Budget</u>	<u>% of Budget</u>
REVENUES				
Assessment levy: off-roll	\$ -	\$ -	\$ 171,563	0%
Assessment prepayments	143,112	398,877	-	N/A
Lot closing	4,265	8,037	-	N/A
Interest	5	22	-	N/A
Total revenues	<u>147,382</u>	<u>406,936</u>	<u>171,563</u>	237%
EXPENDITURES				
Debt service				
Principal prepayment	-	300,000	295,000	102%
Interest	-	94,078	179,859	52%
Total debt service	<u>-</u>	<u>394,078</u>	<u>474,859</u>	83%
Excess/(deficiency) of revenues over/(under) expenditures	147,382	12,858	(303,296)	
Fund balances - beginning	643,402	777,926	662,874	
Fund balances - ending	<u>\$ 790,784</u>	<u>\$ 790,784</u>	<u>\$ 359,578</u>	

**BEAUMONT
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2019 BONDS
FOR THE PERIOD ENDED JANUARY 31, 2021**

	<u>Current Month</u>	<u>Year To Date</u>
REVENUES		
Interest	\$ 8	\$ 35
Total revenues	<u>8</u>	<u>35</u>
EXPENDITURES		
Capital outlay	<u>216,524</u>	<u>423,906</u>
Total expenditures	<u>216,524</u>	<u>423,906</u>
Excess/(deficiency) of revenues over/(under) expenditures	(216,516)	(423,871)
Fund balances - beginning	<u>780,004</u>	<u>987,359</u>
Fund balances - ending	<u><u>\$ 563,488</u></u>	<u><u>\$ 563,488</u></u>

**BEAUMONT
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2019 A-1 BONDS
FOR THE PERIOD ENDED JANUARY 31, 2021**

	<u>Current Month</u>	<u>Year To Date</u>
REVENUES		
Developer contribution	\$ 254,668	\$ 451,072
Interest	-	1
Total revenues	<u>254,668</u>	<u>451,073</u>
EXPENDITURES		
Capital outlay	<u>36,573</u>	<u>511,892</u>
Total expenditures	<u>36,573</u>	<u>511,892</u>
Excess/(deficiency) of revenues over/(under) expenditures	218,095	(60,819)
Fund balances - beginning	<u>(256,379)</u>	<u>22,535</u>
Fund balances - ending	<u>\$ (38,284)</u>	<u>\$ (38,284)</u>

**BEAUMONT
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2019 A-2 BONDS
FOR THE PERIOD ENDED JANUARY 31, 2021**

	Current Month	Year To Date
REVENUES		
Interest	\$ 1	\$ 4
Total revenues	1	4
EXPENDITURES		
Total expenditures	-	-
Excess/(deficiency) of revenues over/(under) expenditures	1	4
Fund balances - beginning	(74,561)	(74,564)
Fund balances - ending	\$ (74,560)	\$ (74,560)

BEAUMONT
COMMUNITY DEVELOPMENT DISTRICT

9A

DRAFT

**MINUTES OF MEETING
BEAUMONT
COMMUNITY DEVELOPMENT DISTRICT**

The Beaumont Community Development District held a Landowners' Meeting on November 3, 2020 at 11:00 a.m., at 7764 Penrose Place, Wildwood, Florida 34785.

**DUE TO AUDIO DIFFICULTIES, THE MINUTES
WERE TRANSCRIBED FROM THE MEETING NOTES**

Present was:

Jere Earlywine District Counsel

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Earlywine called the meeting to order at 11:00 a.m.

SECOND ORDER OF BUSINESS

Affidavit of Publication

There were no public comments.

THIRD ORDER OF BUSINESS

**Election of Chair to Conduct Landowners'
Meeting**

Mr. Earlywine stated, as the only attendee, he would serve as Chair.

FOURTH ORDER OF BUSINESS

Election of Supervisors [SEATS 1, 4 & 5]

A. Nominations

The following nominations were made:

Seat 1 Troy Simpson

Seat 4 Brad Walker

Seat 5 Candice Smith

36 No other nominations were made.

37 **B. Casting of Ballots**

38 **I. Determine Number of Voting Units Represented**

39 A total of 155 voting units were represented.

40 **II. Determine Number of Voting Units Assigned by Proxy**

41 KLP Villages LLC and KLP Beaumont assigned by proxy 155 voting units to Mr. Earlywine.

42 Mr. Earlywine cast the following votes:

43 Seat 1 Troy Simpson 155 votes

44 Seat 4 Brad Walker 155 votes

45 Seat 5 Candice Smith 154 votes

46 **C. Ballot Tabulation and Results**

47 Mr. Earlywine reported the following ballot tabulation, results and term lengths.

48 Seat 1 Troy Simpson 155 votes 4-year Term

49 Seat 4 Brad Walker 155 votes 4-year Term

50 Seat 5 Candice Smith 154 votes 2-year Term

51

52 **FIFTH ORDER OF BUSINESS Landowners' Questions/Comments**

53

54 There being no Landowners' questions or comments, the next item followed.

55

56 **SIXTH ORDER OF BUSINESS Adjournment**

57

58 There being nothing further to discuss, the meeting adjourned at 11:06 a.m.

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62 [SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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68

Secretary/Assistant Secretary

Chair/Vice Chair

BEAUMONT
COMMUNITY DEVELOPMENT DISTRICT

9B

DRAFT

**MINUTES OF MEETING
BEAUMONT
COMMUNITY DEVELOPMENT DISTRICT**

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The Board of Supervisors of the Beaumont Community Development District held a Special Meeting on November 9, 2020 at 1:00 p.m., at 7764 Penrose Place, Wildwood, Florida 34785.

Present were:

Greg Meath	Vice Chair
Brad Walker	Assistant Secretary
Troy Simpson	Assistant Secretary

Also present were:

Craig Wrathell	District Manager
Jere Earlywine	District Counsel
Matt Morris	District Engineer
Joey Arroyo	Evergreen Lifestyle Management

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Wrathell called the meeting to order at 1:07 p.m. He reported the results of the Landowners' Election, as follows:

Seat 1	Troy Simpson	155 votes	4-year Term
Seat 4	Brad Walker	155 votes	4-year Term
Seat 5	Candice Smith	154 votes	2-year Term

▪ **Administration of Oath of Office to Newly Elected Supervisors**

This item, previously part of the Third Order of Business, was presented out of order.

Mr. Wrathell, a Notary of the State of Florida and duly authorized, administered the Oath of Office to Mr. Troy Simpson and Mr. Brad Walker.

Supervisors Meath, Walker and Simpson were present. Supervisors Harvey and Smith were not present.

37 **SECOND ORDER OF BUSINESS** **Public Comments**

38
39 There were no public comments.

40
41 **THIRD ORDER OF BUSINESS** **Administration of Oath of Office to Newly**
42 **Elected Supervisors [SEATS 1, 4 & 5] (the**
43 **following to be provided in a separate**
44 **package)**

45
46 This item was presented during the First Order of Business.
47 Mr. Wrathell stated the Oath of Office would be administered to Ms. Smith in the
48 future.

- 49 **A. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees**
- 50 **B. Membership, Obligations and Responsibilities**
- 51 **C. Financial Disclosure Forms**
 - 52 **I. Form 1: Statement of Financial Interests**
 - 53 **II. Form 1X: Amendment to Form 1, Statement of Financial Interests**
 - 54 **III. Form 1F: Final Statement of Financial Interests**
- 55 **D. Form 8B: Memorandum of Voting Conflict**

56
57 **FOURTH ORDER OF BUSINESS** **Consideration of Resolution 2021-01,**
58 **Canvassing and Certifying the Results of**
59 **the Landowners’ Election of Supervisors**
60 **Held Pursuant to Section 190.006(2),**
61 **Florida Statutes, and Providing for an**
62 **Effective Date**

63
64 Mr. Wrathell presented Resolution 2021-01 and recapped the Landowners’ Election
65 results previously discussed.

66
67 **On MOTION by Mr. Simpson and seconded by Mr. Meath with all in favor,**
68 **Resolution 2021-01, Canvassing and Certifying the Results of the Landowners’**
69 **Election of Supervisors Held Pursuant to Section 190.006(2), Florida Statutes,**
70 **and Providing for an Effective Date, was adopted.**

71

72 **FIFTH ORDER OF BUSINESS**

Consideration of Resolution 2021-02, Designating a Chair, a Vice Chair, a Secretary, Assistant Secretaries, a Treasurer and an Assistant Treasurer of the Beaumont Community Development District, and Providing for an Effective Date

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79 Mr. Wrathell presented Resolution 2021-02. Mr. Simpson nominated the following slate
80 of officers:

- | | | |
|----|---------------------|-----------------|
| 81 | Chair | James P. Harvey |
| 82 | Vice Chair | Greg Meath |
| 83 | Secretary | Craig Wrathell |
| 84 | Assistant Secretary | Troy Simpson |
| 85 | Assistant Secretary | Brad Walker |
| 86 | Assistant Secretary | Candice Smith |
| 87 | Assistant Secretary | Chuck Adams |
| 88 | Treasurer | Craig Wrathell |
| 89 | Assistant Treasurer | Jeff Pinder |

90 No other nominations were made.

91

On MOTION by Mr. Simpson and seconded by Mr. Meath, with all in favor, Resolution 2021-02, Designating a Chair, a Vice Chair, a Secretary, Assistant Secretaries, a Treasurer and an Assistant Treasurer of the Beaumont Community Development District, as nominated, and Providing for an Effective Date, was adopted.

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98 **SIXTH ORDER OF BUSINESS**

Consideration of Fiscal Year 2021 Deficit Funding Agreement

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101 Mr. Earlywine presented the revised Deficit Funding Agreement discussed at the
102 previous meeting. The District would levy an assessment for a portion of the Fiscal Year 2021
103 budget; the balance would be funded by the Developer, as expenses are incurred.

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On MOTION by Mr. Simpson and seconded by Mr. Walker, with all in favor, the Fiscal Year 2021 Deficit Funding Agreement, as presented by District Counsel, and authorizing the Chair to execute the Agreement, was approved.

SEVENTH ORDER OF BUSINESS

Consideration of Resolution 2021-03, Amending Resolutions 2019-10 and 2019-11 to Adopt an Amended General Fund Budget for Fiscal Year 2020, and to Authorize a Partial Cancellation and Refund of O&M Assessments; Addressing Conflicts and Severability; and Providing for an Effective Date

Mr. Earlywine presented Resolution 2021-03. It was necessary to amend the Fiscal Year 2020 to reflect actual expenditures, which were less than the budgeted amount. O&M assessments were partially cancelled and would be refunded to property owners.

Mr. Wrathell presented the 2nd Amended Budget for Fiscal Year 2020 and the accompanying Exhibits and responded to questions.

Mr. Wrathell presented Resolution 2021-03.

On MOTION by Mr. Simpson and seconded by Mr. Walker, with all in favor, Resolution 2021-03, Amending Resolutions 2019-10 and 2019-11 to Adopt an Amended General Fund Budget for Fiscal Year 2020, to Adopt Special Revenue Funds, and to Authorize a Partial Cancellation and Refund of O&M Assessments; Addressing Conflicts and Severability; and Providing for an Effective Date, was adopted.

EIGHTH ORDER OF BUSINESS

Ratification of CherryLake, Inc. Change Orders

- A. Change Order No. 14 [Irrigation & Landscape]**
- B. Change Order No. 15 [Irrigation & Landscape]**
- C. Change Order No. 16 [Irrigation & Landscape]**
- D. Change Order No. 17 [Irrigation & Landscape]**

141 Mr. Wrathell presented the CherryLake, Inc., Change Orders previously executed by Mr.
142 Harvey.

143

144 **On MOTION by Mr. Walker and seconded by Mr. Meath, with all in favor,**
145 **CherryLake, Inc., Change Orders 14 through 17, as presented, were ratified.**

146

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148 **NINTH ORDER OF BUSINESS**

**Ratification of Hughes Brothers
149 Construction, Inc., Change Orders**

150

- 151 **A. Change Order No 24 [Sidewalk in Front of Amenity Center]**
- 152 **B. Change Order No. 25 [Sundance Trail Extension]**
- 153 **C. Change Order No. 1 [Phase 2]**
- 154 **D. Change Order No. 2 [Phase 2]**

155 Mr. Wrathell presented the Hughes Brothers Construction, Inc., Change Orders
156 previously executed by Mr. Harvey.

157

158 **On MOTION by Mr. Walker and seconded by Mr. Meath, with all in favor,**
159 **Hughes Brothers Construction, Inc., Change Orders No. 24, No. 25, No. 1 and**
160 **No. 2, as presented, were ratified.**

161

162

163 **TENTH ORDER OF BUSINESS**

**Ratification of Mandy Electric Change
164 Order No. 3 [Site Lighting]**

165

166 Mr. Wrathell presented Mandy Electric Change Order No. 3, which was previously
167 executed by Mr. Harvey.

168

169 **On MOTION by Mr. Meath and seconded by Walker, with all in favor, Mandy**
170 **Electric Change Order No. 3, as presented, was ratified.**

171

172

173 **ELEVENTH ORDER OF BUSINESS**

**Ratification of Purchase Requisition
174 Request Forms**

175

- 176 **A. Ferguson Waterworks**

177 **B. Mack Concrete**

178 Mr. Wrathell presented Ferguson Waterworks and Mack Concrete Purchase Requisition
179 Forms previously executed by Mr. Harvey.

180

181 **On MOTION by Mr. Walker and seconded by Mr. Meath, with all in favor, the**
182 **Ferguson Waterworks and Mack Concrete Purchase Requisition Forms, as**
183 **presented, were ratified.**

184

185

186 **TWELFTH ORDER OF BUSINESS**

**Consideration of Operational Rules and
Setting a Hearing on the Same**

187

188

189 **A. Amenity and Operational Rules, Including Amenity Usage Rate Rule, Beaumont**
190 **Clubhouse Rules & Policies, and Disciplinary & Enforcement Rule**

191 **B. Amenity and Operational Rules, Including Amenity Usage Rate Rule, Beaumont**
192 **Townhome Rules & Policies, and Disciplinary & Enforcement Rule**

193 **C. Private Beaumont Resident Event Rental Form**

194 Mr. Earlywine presented the draft Rules, annual fees for the Single Family and
195 Townhome Amenities, Operational Rules for the amenity centers, reservation rates and forms
196 for Clubhouse rentals. He responded to questions. Property owners' fees were reduced by the
197 fees already included in the operations and maintenance (O&M) assessments. Rates would be
198 adjusted annually, according to the District's budget, as approved by the Board. The Rules
199 would be adopted on an interim basis, a Public Hearing would be set and the rates would go
200 into effect following the Rulemaking Public Hearing.

201

202 **On MOTION by Mr. Simpson and seconded by Mr. Meath, with all in favor,**
203 **adopting the Operational Rules, as presented by District Counsel, on an interim**
204 **basis, and setting a Public Hearing for January 26, 2021 at 11:00 a.m., at 7764**
205 **Penrose Place, Wildwood, Florida 34785, was approved.**

206

207

208 **THIRTEENTH ORDER OF BUSINESS**

**Consideration of Parking Policy Rule and
Setting a Hearing on the Same**

209

210

247 **SIXTEENTH ORDER OF BUSINESS** **Consideration of FITREV Preventative**
248 **Maintenance Agreement**

249
250 Mr. Arroyo presented the FITREV Preventative Maintenance Agreement.

251
252 **On MOTION by Mr. Meath and seconded by Mr. Simpson, with all in favor, the**
253 **FITREV Preventative Maintenance Agreement, was approved.**

254
255
256 **SEVENTEENTH ORDER OF BUSINESS** **Consideration of GeoPoint Surveying, Inc.**
257 **Proposal/Authorization for Work - Tract F3**
258 **Adjustments to Commercial & Residential**
259 **Assessment Areas**

260
261 Mr. Wrathell presented the GeoPoint Surveying, Inc. Proposal/Authorization for Work.

262
263 **On MOTION by Mr. Simpson and seconded by Mr. Walker, with all in favor, the**
264 **GeoPoint Surveying, Inc. Proposal/Authorization for Work, as described, was**
265 **approved.**

266
267
268 **EIGHTEENTH ORDER OF BUSINESS** **Acceptance of Unaudited Financial**
269 **Statements as of September 30, 2020**

270
271 Mr. Wrathell presented the Unaudited Financial Statements as of September 30, 2020.

272
273 **On MOTION by Mr. Meath and seconded by Mr. Simpson, with all in favor, the**
274 **Unaudited Financial Statements as of September 30, 2020, were accepted.**

275
276
277 **NINETEENTH ORDER OF BUSINESS** **Consideration of August 25, 2020**
278 **Telephonic Public Hearing and Meeting**
279 **Minutes**

280
281 Mr. Wrathell presented the August 25, 2020 Telephonic Public Hearing and Meeting
282 Minutes.

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Secretary/Assistant Secretary

Chair/Vice Chair

BEAUMONT
COMMUNITY DEVELOPMENT DISTRICT

10D

BEAUMONT COMMUNITY DEVELOPMENT DISTRICT**BOARD OF SUPERVISORS FISCAL YEAR 2020/2021 MEETING SCHEDULE****LOCATION***7764 Penrose Place, Wildwood, Florida, 34785*

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 27, 2020 CANCELED	Regular Meeting	11:00 AM
CALL IN NUMBER: 1-888-354-0094 CONFERENCE ID: 2144145		
November 3, 2020	Landowners' Meeting	11:00 AM
November 9, 2020	Special Meeting	1:00 PM
January 26, 2021 CANCELED	Regular Meeting	11:00 AM
February 23, 2021	Regular Meeting	11:00 AM
March 23, 2021	Regular Meeting	11:00 AM
April 27, 2021	Regular Meeting	11:00 AM
May 25, 2021	Regular Meeting	11:00 AM
June 22, 2021	Regular Meeting	11:00 AM
July 27, 2021	Regular Meeting	11:00 AM
August 24, 2021	Public Hearing & Regular Meeting	11:00 AM
September 28, 2021	Regular Meeting	11:00 AM