

**MINUTES OF MEETING
VISTA LAKES
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Vista Lakes Community Development District was held on Wednesday, January 9, 2008 at 10:00 a.m. at the Offices of Leland Management, Inc., 5955 TG Lee Boulevard, Suite 300, Conference Room 3002, Orlando, Florida.

Present and constituting a quorum were:

Ron Cumello	Assistant Secretary
Dr. Harold Banks	Assistant Secretary
James Shelton	Assistant Secretary

Also present were:

Bob Nanni	District Manager
Gary Moyer	District Manager
Leigh Ann Buzyniski	District Attorney (via Telephone)
Gary Van der Laan	Leland Management
Curtis Bourque	HOA Member

FIRST ORDER OF BUSINESS

Roll Call

Mr. Nanni called the meeting to order and called the roll.

SECOND ORDER OF BUSINESS

Approval of the Minutes of the December 12, 2007 Meeting

Mr. Nanni stated the minutes of the December 12, 2007 meeting are included in the agenda. Are there any additions, deletions or corrections?

Mr. Cumello stated on page 11 it says, "Mr. Cumello stated from talking to the City, it is everybody in the green zone," I would like to add "in the City notice" to define what the green zone is.

On MOTION by Mr. Shelton seconded by Dr. Banks with all in favor the minutes of the December 12, 2007 meeting were approved as amended.

THIRD ORDER OF BUSINESS

District Manager's Report

Mr. Nanni stated Resolution 2008-03 memorializes the action you took in setting the slate of officers with John Rose as Chairman, Randy Hollihan as Vice Chairman, Mr. Cumello, Mr. Shelton and Dr. Banks as Assistant Secretaries. Today we just need to ratify that action.

On MOTION by Mr. Cumello seconded by Mr. Shelton with all in favor, Resolution 2008-03 was ratified.

Dr. Banks stated Mr. Shelton did not get an agenda package for the meeting.

Mr. Cumello stated we made a decision several months ago to cut out the cost of the paper and the FedEx delivery and have the agenda emailed.

FOURTH ORDER OF BUSINESS

Attorney Report

Ms. Buzyniski stated we have received a request from the Army Corp of Engineers expanding the right of entry to Warwick Subdivision. The right of entry they are seeking includes nine of the platted tracts within Warwick and it is in the same format as right of entry that was approved by the Board.

On MOTION by Mr. Cumello seconded by Mr. Shelton with all in favor, approval was to the request of the Army Corp of Engineers to expand the entry to the Warwick Subdivision

Mr. Cumello stated we had a question at the last meeting as to who is going to be contacted when they ask for the access.

Ms. Buzyniski stated in the form I am going to change that so the notification will go to the District Manager at the Celebration address. There is a provision that where they will notify us immediately in the event that they have any resistance on the property. There is an email address provision in there; Mr. Nanni should that come to your attention?

Mr. Nanni stated both Gary Moyer and myself.

Ms. Buzyniski stated I did check with Newland and they have not received to date, any notices from the Army Corp of Engineers under the previous right of entry.

Mr. Nanni asked did the Management Company get a right of entry form?

Mr. Vanderlaan stated I spoke to Tyra yesterday and I am going to forward the information to her.

Ms. Buzyniski stated the Board asked for some research regarding some remedies available on the Pine Castle Jeep range and after I signed off there was a question about conflicts of interest. Our firm does believe that we would have potential conflict if the Board would decide to bring a claim against Newland.

Mr. Cumello asked you will send a letter to the Board officially?

Ms. Buzyniski stated yes.

Mr. Cumello asked from your research on Statutes of Limitation, what is the status?

Ms. Buzyniski stated there has been some preliminary research and in terms of the general types of claims that we think you would be looking at would be potentially fraud claims, negligence claims and negligent misrepresentation, which have a four-year Statute of Limitation. The four-year period runs from the occurrence of the last element of the cause of action. The various types of claims have different elements that make it up. For example, fraud is a false statement concerning a material fact, knowledge by the persons making the statement that the representation is false and intent that the person making the statement tends to induce another to act upon it.

Mr. Cumello asked since this is an ongoing event the time period has not started yet?

Ms. Buzyniski stated it is hard to say what a court would decide because the other side would argue that yes, your period began to run at an earlier point in time, so it is difficult to predict how a court would rule because these cases are so fact specific. The case law generally says all elements of the claim have to have occurred and accrued before your period starts to run, so that would certainly be your argument.

Mr. Cumello stated what we need is some type of opinion on this right now. You are still doing the research?

Ms. Buzyniski stated yes, at this point pending your question regarding conflicts of interest.

Dr. Banks asked do you also represent Newland?

Ms. Buzyniski stated we have in the past and as I understand it we currently do not have any open files for them. That is not to say that we might not represent them in the future.

Dr. Banks asked so the conflict is on the previous work?

Ms. Buzyniski stated yes and I do not think our firm would want to be in a situation to bring a lawsuit.

Mr. Cumello stated I think the next step is for your firm to officially give us, in writing, if there is a conflict of interest and what the position is. The Board can then decide what to do from there.

Ms. Buzyniski stated I will do that subsequent to this meeting. My next item is the security gates. We have finalized the Form of License Agreement with the HOA attorney and

the only thing I am waiting on is some information from Mr. Vanderlaan regarding the amount of insurance.

Mr. Nanni stated we already sent that question to our insurance people in Coral Springs to let us know what the dollar amount is.

Ms. Buzyniski stated my understanding is that the HOA is going to sign those documents. There are a couple of new areas that were discussed at the last meeting, one in particular was related to the entrance at Waverly, where the column is actually located on private property, but that property is within the Vista Lakes Town Center plat. From the sketches, the plat and property identification information, it appears that it is on private property. We would propose that the way to handle that would be a three-party agreement among the private owner, the CDD and the HOA to allow the location and maintenance of that column.

Mr. Cumello stated I thought we had some conversation of whether there was already an easement along that column.

Ms. Buzyniski stated to my knowledge there is not; we have not performed a title search on that area, which we can certainly do, but it does not appear from what we are seeing from online research and the Property Appraiser, that there is any type of easement with respect to that area.

Mr. Cumello asked the recommendation right now is to have a three-party agreement?

Ms. Buzyniski stated yes. I do not know if anyone has contacted the Daycare owner or what the case may be.

Mr. Cumello stated I am not aware of any conversation with them.

Ms. Buzyniski stated there was some discussion about if the daycare ties their fences to the column, it would leave some type of no mans land strip that presumably the HOA would maintain. I would need some confirmation that all the parties are in agreement. I can draft anything to document that agreement, but it seems to make sense to have those conversations beforehand and then get some direction as to what the agreement is.

Mr. Cumello stated I think we need to take action to check to see if we can identify who the person is and who the contact would be.

Mr. Vanderlaan stated it is a private piece of land.

Ms. Buzyniski stated in the Property Appraiser's records the owner is shown as Vista Park Investors, LLC.

Mr. Cumello stated perhaps the District Manager can check with the POA and find out if they have a contact.

Mr. Vanderlaan stated we know who owns it and I was under the impression they had sold it to the Daycare, but she will know who they sold it to.

Mr. Cumello stated we thought there might be a similar situation at Melrose on one side, where one column could be sitting on private property.

Ms. Buzyniski stated we looked at that and from looking at the plat, together with the survey that Bowyer-Singleton did, it looked like that column is located within tract C, which is a platted CDD lot for the purpose of buffer and landscape, etc. It does fall within a ten-foot platted utility easement; however, it does appear from everything that we have seen, it is not on the private lot, but within the CDD's tract C.

Mr. Cumello asked we do not need a three-party agreement for that one?

Ms. Buzyniski stated from looking at the information Bowyer-Singleton has given us, it does not appear to me that it falls outside the CDD property, therefore we would not need anything from the private owner. The question I posed to Mr. Roy is by virtue of the fact that the column does appear to fall within the ten-foot platted utility easement and would we need any type of acknowledgement from the utility providers there. You own that tract and that plat is for purposes of landscape buffer walls, so I would say you have the right to put your column there and if it has to be torn down because of maintenance of some underground utility that would be there that would be a discussion between the CDD and the utility provider about who would pay for restoring that column.

Mr. Shelton asked how is that issue going to be resolved for sure?

Ms. Buzyniski stated I am waiting to here back from Mr. Roy as to what his thoughts are with respect to the utility easement element of that. My thoughts are that it is all within the CDD's platted tract C that the CDD owns and maintains and there is no issue.

Mr. Shelton stated you will consult with Mr. Roy and pending a favorable consultation, you will advise us?

Ms. Buzyniski stated yes.

Mr. Shelton stated I am assuming an agreement has been reached, but is not signed yet?

Ms. Buzyniski stated as to just the form of agreement for the security gates in general, that is correct. The form has been agreed to, we are just waiting on an amount of insurance that the CDD maintains because the HOA wants to make sure that the CDD is insuring those assets.

Mr. Cumello asked the action is with the District Manager to come up with the correct dollar value for the insurance, which will go into the agreement and then it will be ready for final review and signature by both parties.

Ms. Buzyniski stated that is correct.

Mr. Shelton asked is there a timeframe on that?

Mr. Nanni stated I sent an email yesterday to our insurance office and I should know by today or tomorrow.

Mr. Shelton asked what is the signing procedure?

Mr. Nanni stated I will get the dollar amount to Ms. Buzyniski, but I do not know who will be providing the license agreement.

Mr. Vanderlaan stated I believe Ms. Buzyniski would be handling that once you have the dollar amount in there.

Ms. Buzyniski stated once I have the dollar amount I can send final forms to Mr. Vanderlaan and to the HOA's attorney I have been dealing with.

Mr. Cumello stated I think that would work fine.

Mr. Shelton asked who actually signs it?

Ms. Buzyniski stated it would be one of the Supervisors in an official capacity on behalf of the Board of the CDD and an officer from the HOA.

Mr. Shelton stated that should probably happen before next month.

Mr. Cumello stated I think we had an agreement that was ready to be signed over a month ago, but the HOA attorney came back and said they had some questions about it and we went through more revisions and from my understanding right now looking at the document that Ms. Buzyniski sent, the only thing remaining is the dollar amount on the insurance and the language is ready for us to review now and should go to signature.

Ms. Buzyniski stated that is my report for today.

Mr. Cumello stated I thought we had one issue to close, which was the connection from Vista Palms. Mr. Roy had sent a question on what you had sent out regarding the warehouse.

Ms. Buzyniski stated as I understand Mr. Roy is in communication with the engineer for that warehouse, a park developer and they have furnished Mr. Roy with some technical information for his review. From my perspective as to the form of drainage easement with the developer's attorney that has been circulated as final, pending any comments from a Board member or the developer's attorney.

Mr. Cumello stated I am looking at Mr. Roy's message that he sent and he is asking what the connection is requiring the use of CDD property beyond 25-foot wide. He said he would take another look at the proposed connection and the depth of the piping, so is it still an open action or has he gotten back to you?

Ms. Buzyniski stated subsequent to that message from Mr. Roy, he has been in contact with the engineers and they have sent him some information. It is technical information that I do not understand and I do not know how to answer Mr. Roy's question, but my understanding is that the developer has provided some information that explains why that easement is located where it is.

Mr. Cumello stated without Mr. Roy here I am not sure we can go forward and agree to this at this point in time.

Ms. Buzyniski stated there was some indication in the minutes from the last meeting that he was also waiting on some revised calculations.

Mr. Cumello asked are we under any deadline from this particular builder that needs this done right away? Is this something we have to address or can we wait until Mr. Roy is available to answer questions?

Ms. Buzyniski stated the attorney for the developer I have been dealing with has not given me any hard facts, but I am not aware of any deadline for their permitting or approvals.

Mr. Cumello stated I would propose that we hold off on this until Mr. Roy signs off on it.

FIFTH ORDER OF BUSINESS

Engineer Report

There being no report, the next item followed.

SIXTH ORDER OF BUSINESS

Community Association Manager

Mr. Vanderlaan stated the landscape service began work on January 1. They are in the process now of providing the Board with the full status of the irrigation system throughout the property and at next month's meeting we will have all the initial reports from them.

Mr. Cumello stated in regards to the improvements on Lee Vista and Chickasaw, I think the last time we gave them the okay to go forward on this. Has that been completed and what is the status on that?

Mr. Vanderlaan stated they are primarily completed. They are about 90% complete with the installation. There were 1,200 plants going in and they have about 1,100 in. The remaining work is due to them making some changes in the plant material. Along with their report they are

going to provide us with a master plan of the existing landscaping and where they want to make changes going forward.

SEVENTH ORDER OF BUSINESS **Supervisors' Requests**

There being no requests, the next item followed.

EIGHTH ORDER OF BUSINESS **Audience Comments**

Mr. Al Kazula stated I want to thank the Board for the hard work.

Mr. Curtis Bourque stated we discussed commercial vehicle parking within the Gentry Park and I would like to know what the status of that is.

Mr. Moyer stated we went back and looked at the minutes and nothing conclusive came from that discussion we had in October or November, so it is an open item for the Board to address, what we want to do and more importantly what we can legally do.

Mr. Nanni asked Ms. Buzyniski did you ever look at that from a legal perspective, the no commercial vehicle parking?

Ms. Buzyniski stated we do have something prepared and I thought we had circulated a policy, but I will send it again.

Mr. Nanni stated if you send it electronically everyone will have one before the next meeting.

Ms. Buzyniski stated we took what Leland Management had initially prepared and made some revisions to that based on the other HOA parking policy, as well as the provisions and Master Declaration Covenants.

Mr. Nanni asked does the Board want that to be an agenda item for the next meeting?

Mr. Cumello stated yes and I think we would like to go to closure on this and we would like to know whether or not we can put up signs that says "No commercial parking" on those CDD streets.

Mr. Nanni stated Mr. Bourque's question was Gentry Park and you are saying all CDD streets.

Mr. Cumello stated there are CDD streets in Gentry Park.

Mr. Nanni stated we are talking about the entire CDD, correct?

Mr. Cumello stated the only CDD streets I am aware of is the Gentry Park street and the POA street where the banks, which are CDD maintained. I think if the policy applies to Gentry

Park it should also apply to the other streets. We would like to see whether or not we can legally support putting up signs that basically say “No commercial parking” period.

Mr. Shelton stated the implication is, if you have the signs you can call the police.

Mr. Cumello stated the way we have done it on Saratoga where we say no parking at all, we basically can call the towing company and have them removed.

Mr. Nanni asked Ms. Buzyniski would the posting on the signs indicate there is a towing potential?

Ms. Buzyniski stated correct. The CDD has signs of that nature already in other areas.

Mr. Bourque asked is there a set schedule as to the replacement of the CDD grass within Gentry Park?

Mr. Vanderlaan stated I spoke with the new landscaping company last week regarding this and they are marking off the areas that still need to be cleared out and re-sodded and they expect to start on it within the next ten days or so.

Mr. Cumello stated for clarification, there was an issue going back almost a year where the water was turned off and the lawns died, which was a CDD irrigation issue and there was an agreement by the CDD to repair it. Newland also did something.

Mr. Vanderlaan stated the latest I heard from Mark while he was still on the Board was that Newland had agreed to pay up to \$7,000 toward that replacement, so once the work gets done there will be an issue of sending the bill to Newland.

Dr. Banks asked how do these streets and this grass become CDD as opposed to property owner? It makes no sense.

Mr. Nanni stated the bond money built that infrastructure and that is why it is a part of the CDD.

Mr. Moyer stated anything we spend bond money on we have to have some degree of ownership, whether it is direct title or easement.

Ms. Buzyniski asked are those public areas?

Mr. Cumello stated Gentry Park is just streets around town homes and there are no gates.

NINTH ORDER OF BUSINESS

Financial Statements and Invoice Approval #90

Mr. Nanni stated the financial statements and invoice approval #90 are included in your agenda.

On MOTION by Mr. Cumello seconded by Dr. Banks with all in the favor the financials and Invoice Approval #90 were approved.

Mr. Cumello stated I distributed the form for the Capital Projects request in final form and this is the one that will be used. Regarding the action item list, is there anything on there that the Board wants to review?

Mr. Moyer stated as you and I talked before the meeting on trying to tie together what District bond funds were used on, we continue to work with the successor trustee in interest to the trustee that actually had the bonds. It is an archive issue in going back and trying to pull all those records and provide them to us and it seems to have ended up being a bigger project than what we had hoped for, but we are still working on it.

Mr. Cumello asked is there any projection on when we will have that documentation available?


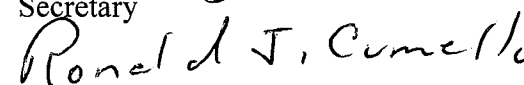
Mr. Moyer stated we were hopeful that we would have it before the end of December.

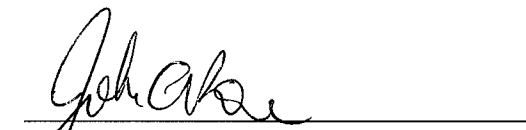
TENTH ORDER OF BUSINESS

Adjournment

There being no further business,

On MOTION by Mr. Banks seconded by Mr. Shelton with all in favor the meeting was adjourned.


Robert Nanni
Secretary



John Rose
Chairperson